DOCTORS MEDICAL CENTER

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

Wednesday, August 22, 2012
4:30 PM
Doctors Medical Center - Auditorium
2000 Vale Road
San Pablo, CA

DOCTORS MEDICAL CENTER

WEST CONTRA COSTA HEALTHCARE DISTRICT
DOCTORS MEDICAL CENTER

GOVERNING BODY
BOARD OF DIRECTORS

WCCHD DOCTORS MEDICAL CENTER
GOVERNING BODY BOARD OF DIRECTORS
AUGUST 22, 2012 - 4:30 P.M.
Doctors Medical Center - Auditorium
2000 Vale Road
San Pablo, CA 94806

TELECONFERENCE SITES:
Irma Anderson
101 Hollingsworth Road
Milton, MA 92186
Call in number: 800-511-1465

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 JULY 25, 2012 MINUTES** — E. Zell
4. **PUBLIC COMMENTS** — E. Zell
   [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 of the Governing Body]
5. **QUALITY REPORT** — K. Taylor
   a. Presentation
   b. Discussion
   c. Public Comment
   d. *ACTION: Acceptance of the Quality Report.*
6. **FINANCIALS – JULY 2012** — J. Boatman
   a. Presentation
   b. Discussion
   c. Public Comment
   d. *ACTION: Acceptance of the July 2012 Financials.*

7 **CAPITAL EQUIPMENT**: Ultrasound – Sterilization System J. Boatman

a. Presentation
b. Discussion
c. Public Comment
d. ACTION: Approval and authorize CFO to Purchase of Replacement Ultrasound Transducer Sterilization System.

8. **BOARD ASSESSMENT TOOL** D. Gideon

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

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 Following Policies:*
   i. 5150 72 Hour Detention/Order to Transport Policy
   ii. Procedural Sedation Policy
   iii. Dietary Manual
   2. Acceptance of the Medical Staff Report and Approval of Appointments, Reappointments and Changes of Staff Status and Procedures

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: John Hardy, Vice President of Human Resources: California Nurses Association, NUHW, Local 1.

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.

DOCTORS MEDICAL CENTER

MINUTES

TAB 3

DOCTORS MEDICAL CENTER

WCCHD DMC GOVERNING BODY
BOARD OF DIRECTORS

JULY 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*
   Irma Anderson
   Deborah Campbell
   Sharon Drager, M.D.
   Richard Stern, M.D.
   William Walker, M.D.
   Beverly Wallace

   Excused: *Supervisor John Gioia, Vice Chair*
   Wendel Brunner, M.D.
   Nancy Casazza
   Pat Godley

3. **APPROVAL OF JUNE 27, 2012 MINUTES**

   The motion made by Director Anderson and seconded by Director Wallace to approve the June 27, 2012 minutes passed unanimously.

4. **PUBLIC COMMENTS**

   There were no public comments.

5. QUALITY REPORT

Ms. Karen Taylor, Director of Quality and Risk Management presented and sought acceptance of the Quality Report and Approval of the 2012 Performance Plan and Patient Safety Plan Polices.

Ms. Taylor reported that the Performance Improvement Plan (PI) identifies methodology to be used in improving processes using the PDCA (Plan Do Check Act) program, prioritization, collaboration and identifies authority from WCCHD Board. The purpose of the PI Plan is to continuously improve the key functions and processes relative to patient care. The goal of this plan is to ensure all staff consistently endeavor to deliver safe patient care and deliver it in cost effective manner.

The Patient Safety Plan provides direction and guidance for the delivery of safe, reliable quality at DMC by ensuring patient centered care in an environment and culture of safety. The policy outlines how patient safety information will flow through DMC to the Governing Body.

Ms. Taylor provided an update on The Joint Commission Mock Survey. Corrective actions have been identified and assigned to Chapter Leaders. Corrective actions are expected to be completed on or before August 15, 2012. Ms. Taylor invited the Board to attend The Joint Commission Education Fair on July 25, 2012.

Ms. Taylor highlighted information on what the Governing Board needs to know for Surveys: she reported that having a Board member available during the TJC survey reflects involvement at DMC; outlined the performance improvement focus areas at DMC in 2012; how the medical staff leadership participates in decision making at DMC; and how medical staff related conflicts of interest are handled during WCCHD meetings.

The motion made by Director Anderson and Seconded by Dr. Stern to accept the Quality Report and Approval of the 2012 Performance Plan and Patient Safety Plan Polices passed unanimously.

6. FINANCIALS – JUNE 2012

Mr. James Boatman, Chief Financial Officer presented and sought approval for the June 2012 Financials. Mr. Boatman reported the net loss was $1,950,000 in June. Expenses were $315,000 over budget and net patient revenue was under budget by $1,338,000. Patient days were 13.8% under budget while discharges were 2.3% over budget. Total operating revenue was under budget by $1,600,000. Salaries and Benefits combined were over budget $168,000 in June.

The motion made by Director Drager and seconded by Dr. Walker to accept the June Financials passed unanimously.

7 **CAPITAL EQUIPMENT**: Stryker Overhead Surgical Lights

Mr. Boatman sought approval and authorization to purchase new surgical lights for 3 rooms (2 per room). These lights will replace the lights in operating rooms 1, 2, and 3, which are the primary rooms used. The existing lights can no longer be refurbished and cannot be replaced, making them a potential for a patient safety event.

The motion made by Director Anderson and seconded by Director Wallace to approve the CFO to execute and purchase the Stryker Overhead Surgical Lights passed unanimously.

8. **CEO REPORT**

Ms. Dawn Gideon, Interim President and CEO provided an update on the following priorities, using the same template provided at the Town Hall meetings:

- Strategic Plan: Process continues. The group is focused on two things, 1) exploring opportunities of partnership and collaboration with other providers 2) exploring options of the financing of the new hospital. Ms Gideon will have more definitive outcomes within the next several months.

- The Patient Satisfaction activities continue. The next Patient Satisfaction Summit is scheduled for August 29, 2012. We will be presenting a recommendation for a more robust patient satisfaction plan that addresses the assessment of education around the multiple culture issues.

- Leadership Recruitment: The Board has asked that the current leadership team stay in place until there is more clarity around the strategic plan and the Governing Body is in a better position to recruitment a permanent CEO.

- Joint Commission: Karen Taylor has provided the update and the expectations of where we are and also the expectations from the Board. We are addressing the issues related to some of the medical staff and professional practice evaluations.

- Ms. Gideon reflected on the challenges with the paragon conversion. We continue to move forward with physician order entry. Intensivist, hospitalist and nursing staff have been doing a terrific job. At this point we are confident that we will be hitting the meaningful use criteria for this phase, which means dollars for us. Meetings with McKesson and Paragon are scheduled for August 2nd with executive leadership and August 20th with their medical staff leadership coming onsite to address some of the issues. The organization is working together in continuing to move forward to make sure we have the implementations in place, the electronic medical record, in addition to the financial systems conversion.

Ms. Gideon reported due to the increased violence within our community, DMC placed permanent safety measures in place to ensure that all patients and employees' feel they have a safe and secure environment. These safety measures include:

- 24-Hour hospital access limited to two entrances 1) the main lobby and 2) the ED. These entrances are staffed at all times by a security officer
- The employee and physician entrances will be open to access and monitored by security between 6 AM and 9 AM.

Ms. Gideon invited the Board to celebrate the Summer Youth Employment Program graduation on July 27, 2012, 12:30 in the Auditorium. The event will include student presentations and a certificate presentation ceremony.

9. MEDICAL EXECUTIVE REPORT

Dr. Lauren Hodgson, Chief of Staff provided an update on the Joint Commission Preparation/ Mock Survey. Medical Staff is working on requirements on three areas of concern: 1) Accomplish an On-Going Professional Practice Evaluation (OPPE) program. The Joint Commission standards require organizations to establish routine measures of medical staff members 2) Privilege Delineation; working on new forms to be more streamlined and less cumbersome then the current forms. 3) Medical Staff Bylaws: require extensive rework to ensure compliance with new, recently implemented Joint Commission standards. Need reorganization of some committees to reflect current practice using CNA model.

Dr. Hodgson sought approval for the July Credentials Report and approval for following 2 polices: 1) Swallow Screen: Establishes process to screen for swallow impairments when speech therapist is unavailable. 2) Admission, Discharge and Transfer (ADT) of Patients: Major rewrite of ADT policy to reflect current practice and ensure compliance with regulatory and accreditation standards.

The motion made by director Wallace and seconded by Director Campbell to approve the July Credentials passed unanimously.

The motion made by Dr. Walker and seconded by Dr. Drager to approve the Swallow Screen Policy and ADT policy passed unanimously.

THE MEETING ADJOURN TO CLOSED SESSION

DOCTORS MEDICAL CENTER

QUALITY

TAB 5

DOCTORS MEDICAL CENTER

Quality/Patient Safety Metrics

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 numbers.
•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.
ACTION PLAN:
>Daily report sent to Nursing leadership. Meets twice a month for Core Measure Quality Improvement.
>Meaningful Use Specialist RN started last week of June, 2012 to review Medication Reconciliation and Core Measures
>eQRR entered for Discharge instructions and medications

Congestive Heart Failure (CHF)

	2Q 2011	3Q 2011	4Q 2011	1Q 2012	Goal		2Q 2011	3Q 2011	4Q 2011	1Q 2012	Goal
All Discharge Instructions	(53/63) 84.2%	93.8%	90.6%	(42/60) 70%	90%-100%	Symptons worsening instructions at discharge	100.0%	100.0%	98.4%	98.3%	90%-100%
Activity instructions at discharge	100.0%	96.9%	93.7%	93.3%	90%-100%	Weight monitoring instructions at discharge	93.6%	100.0%	95.3%	95.0%	90%-100%
Diet instructions at discharge	100.0%	98.4%	98.4%	91.7%	90%-100%	Evaluation of Left Ventricular Systolic (LVS) Function	100.0%	100.0%	100.0%	98.6%	90%-100%
Follow-up instructions at discharge	100.0%	98.4%	98.4%	95.0%	90%-100%	Medications: ACEI or ARB for LVSD[1]	(24/27) 88.8%	96.6%	23/26 88.4%	(15/18) 83.3%	90%-100%
Medications instructions at discharge	90.4%	96.9%	95.3%	(50/60) 83.3%	90%-100%	Adult smoking advice/counseling	100.0%	100.0%	100.0%	no longer collecting	90%-100%

DOCTORS MEDICAL CENTER

Quality/Patient Safety Metrics

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%.

•Results are reviewed at STEMI Committee meeting

ACTION PLAN:

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

>Meaningful Use Specialist RN started last week of June, 2012 to review Medication Reconciliation and Core Measures

>eQRR entered for Discharge instructions and medications

Acute Myocardial Infarction (AMI)

	2Q 2011	3Q 2011	4Q 2011	1Q 2012	Goal
Medication: Aspirin at arrival	100.0%	100.0%	97.9%	93.0%	90%-100%
Medication: Aspirin at discharge	100.0%	100.0%	100.0%	97.4%	90%-100%
Medications: ACEI/ARB for LVSD[1]	100.0%	100.0%	100.0%	(7/8) 87.5%	90%-100%
Smoking advice/ counseling	100.0%	100.0%	100.0%	no longer collecting	90%-100%
Medication: Beta blocker at discharge	97.3%	96.0%	100.0%	100.0%	90%-100%

	2Q 2011	3Q 2011	4Q 2011	1Q 2012	Goal
Fibrinolysis Tx within 30 min of arrival	n/a	1/2 50%	n/a	n/a	90-100%
Percutaneous Cardiac Intervention (PCI) w/in 90 min of arrival	100.0%	(8/9) 88.9%	6/7 85.7%	100.0%	90%-100%
Statin Prescribed at Discharge	100.0%	96.3%	94.1%	94.6%	90%-100%

DOCTORS MEDICAL CENTER

Quality/Patient Safety Metrics

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%) except Influenza vaccine. Patients admitted in September and discharged in October were not rescreened resulting in low compliance in October (80%). Process changed for September 2012.
ACTION PLAN:
>Daily report sent to Nursing leadership. Meets twice a month for Core Measure Quality Improvement.
>Meaningful Use Specialist RN started last week of June, 2012 to review Medication Reconciliation and Core Measures.

Pneumonia (PN)

	2Q 2011	3Q 2011	4Q 2011	1Q 2012	Goal
Pneumococcal vaccination	100.0%	96.7%	93.3%	no longer collecting	90%-100%
Blood Culture within 24 hrs of arrival-ICU	(13/15) 86.6%	92.3%	100.0%	100.0%	90%-100%
Blood Culture in ED prior to initial Antibiotic	95.6%	100.0%	97.2%	100.0%	90%-100%
Adult smoking advice/ counseling	100%	100.0%	100.0%	100.0%	90%-100%
Antibiotics within 6 hours of arrival	95.6%	100.0%	100.0%	100.0%	90%-100%

	2Q 2011	3Q 2011	4Q 2011	1Q 2012	Goal
Antibiotic selection for ICU/non-ICU patients	91.6%	100.0%	100.0%	100.0%	90%-100%
Antiobiotic selection for ICU patients	(5/6) 83.3%	100.0%	100.0%	100.0%	90%-100%
Antibiotic selection for Non-ICU patients	94.4%	100.0%	100.0%	100.0%	90%-100%
Influenza vaccination	N/A	N/A	37/42 88.1%	no longer collecting	90%-100%

DOCTORS MEDICAL CENTER

Quality/Patient Safety Metrics

Surgical Care Improvement Project (SCIP)

•SCIP measures are abstracted from cases primarily from the OR.
•Compliance potentially increased when physician order set utilized.
•All surgical patients orders now have an automatic stop order for antibiotics.
•Urinary Catheter Removal: challenges related to documentation. Units are using the Infection Control Sticker.
•Concurrent Review Nurse is reviewing for these and reminding staff to remove foley on Day 1 if possible. Appropriate VTE prophylaxis should be received within 24 hours prior to surgery to 24 hours after surgery. Receiving the prophylaxis outside this window without any documented reason will be an OFI. This remains a challenge even though met goal.
ACTION PLAN:
>Daily report sent to Nursing leadership. Meets twice a month for Core Measure Quality Improvement.
>Meaningful Use Specialist RN started last week of June, 2012 to review Medication Reconciliation and Core Measures.

Surgical Care Improvement Project (SCIP)

	2Q 2011	3Q 2011	4Q 2011	1Q 2012	Goal
Antibiotics within 1 hour	96.6%	100.0%	96.9%	92.0%	90%-100%
Antibiotics Selection	100.0%	97.1%	96.9%	100.0%	90%-100%
Antibiotics discontinued within 24 hours	96.5%	100.0%	100.0%	100.0%	90%-100%
Hair Removal	100.0%	100.0%	100.0%	100.0%	90%-100%
Urinary Catheter Removed Post-Op Day 1 & Day 2	94.7%	92.3%	10/13 87.5%	92.9%	90%-100%

	2Q 2011	3Q 2011	4Q 2011	1Q 2012	Goal
Periop Temp Mgt	100.0%	100.0%	100.0%	100.0%	90%-100%
Beta Blocker perioperative	100.0%	100.0%	94.7%	100.0%	90%-100%
VTE Prophylaxis Ordered	91.3%	91.5%	97.6%	100.0%	90%-100%
VTE Prophylaxis Timely	(41/46) 89.13%	91.5%	90.6%	96.9%	90%-100%

DOCTORS MEDICAL CENTER

FINANCIALS
July 2012

TAB 6

DOCTORS MEDICAL CENTER

Board Presentation

July 2012

Financial Report

Financial Report Key Points

- Net Loss was $2.6M in July.
- Operating revenue was under budget by $1.3M.
- Expenses $289K over budget.

Statement of Activity – Summary

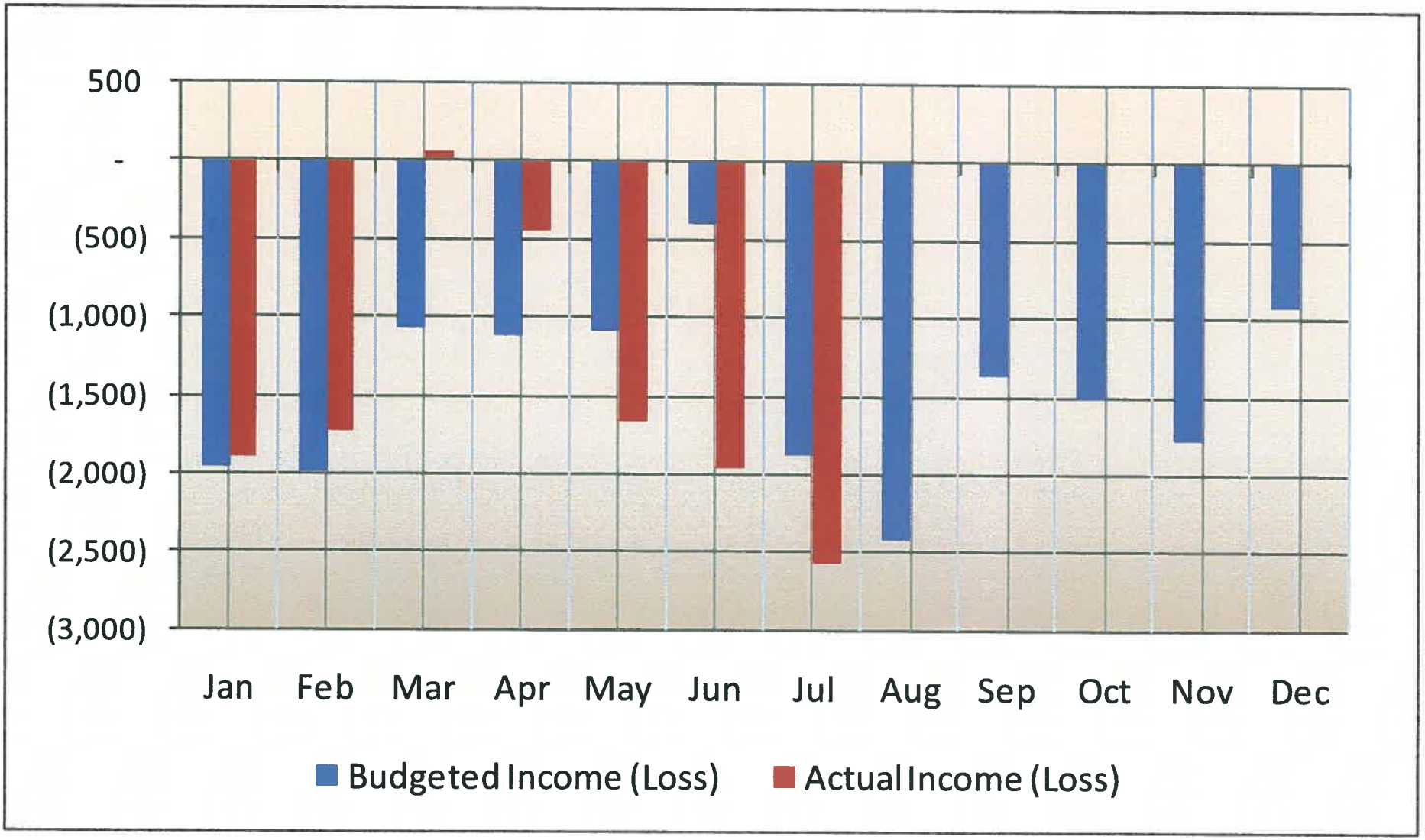
For the Period Ending

July 31, 2012

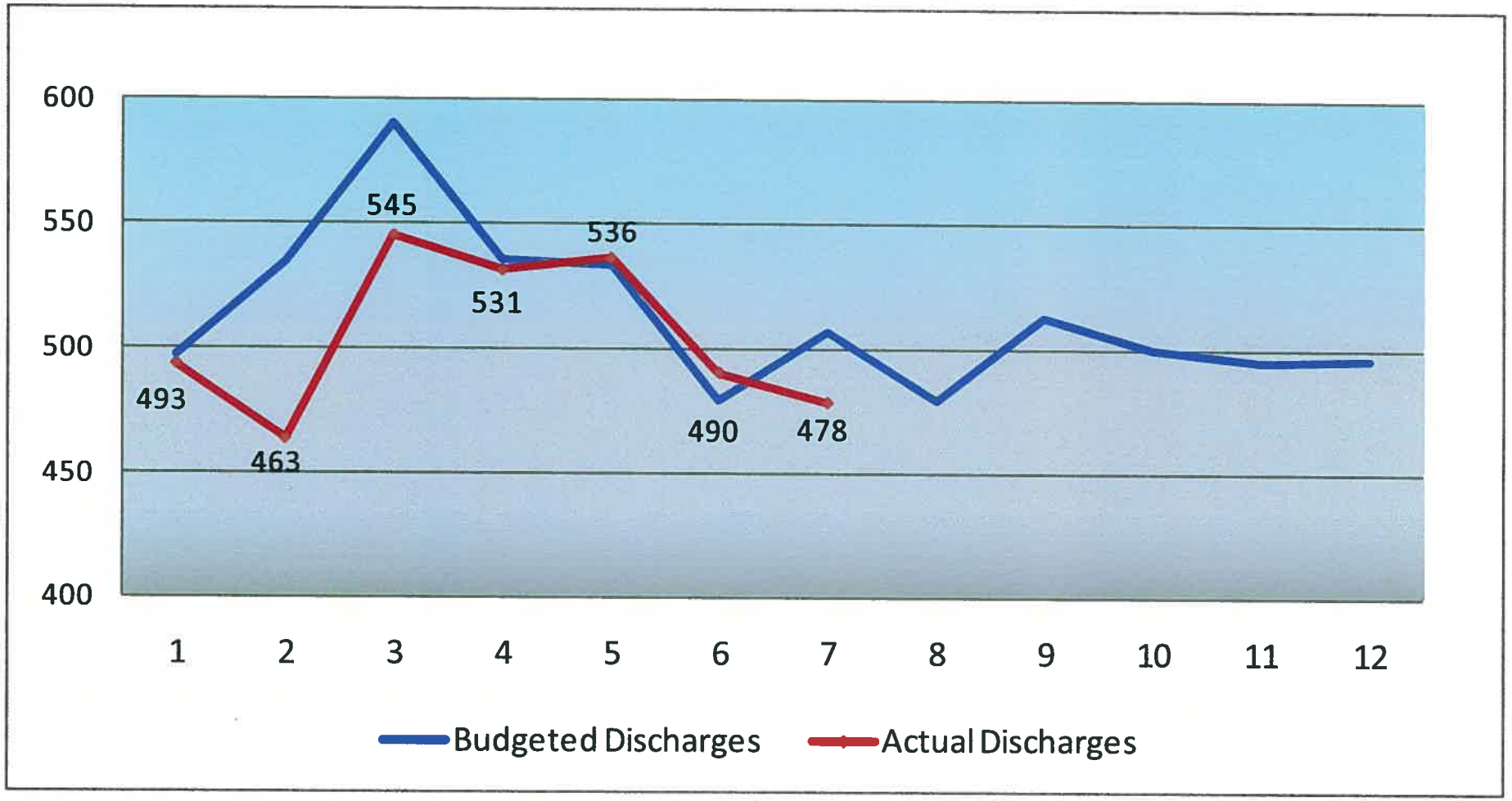
(Thousands)

Month to Date				Year to Date		
Actual	Budget	Var		Actual	Budget	Var
9,367	10,876	(1,509)	Net Operating Revenues $	70,694	78,145	(7,451)
13,035	12,746	(289)	Total Operating Expenses $	85,728	87,648	1,920
(3,668)	(1,870)	(1,798)	Income/(Loss) from Operations $	(15,034)	(9,503)	(5,531)
1,099	872	227	Income from Other Sources $	4,846	3,705	1,141
(2,569)	(998)	(1,571)	Net Income / (Loss) $	(10,188)	(5,798)	(4,390)
2,295	2,585	(290)	Patient Days	16,174	17,861	(1,687)
478	507	(29)	Discharges	3,536	3,675	(139)
5,942	6,523	(581)	Outpatient Visits	43,860	46,363	(2,503)
612	627	15	Worked FTE's	621	643	22
1.60	1.76	0.16	Medicare CMI	1.53	1.59	0.06

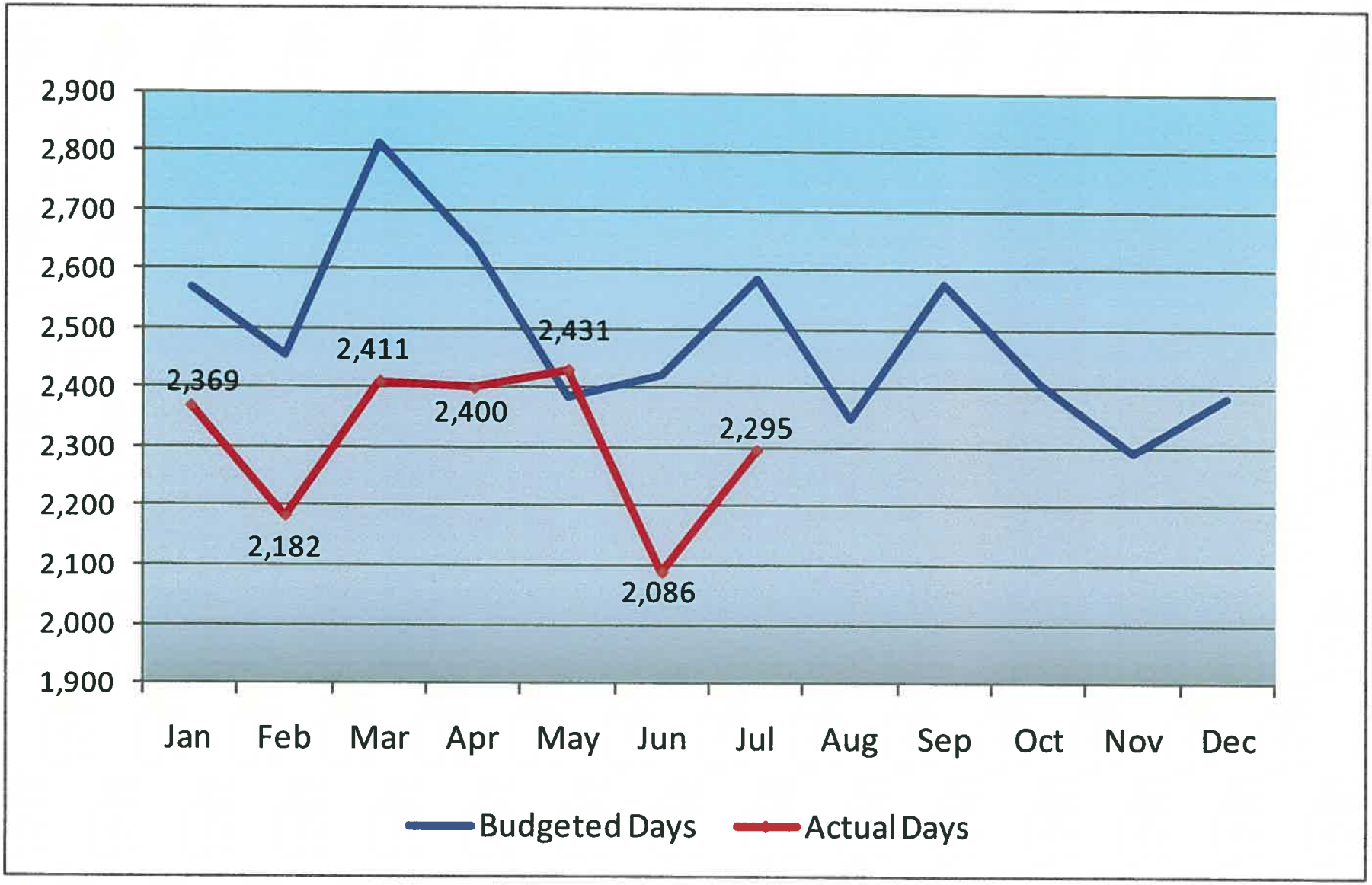
Net Income (Loss)



Discharges


600
550
500
450
400
1
2
3
4
5
6
7
8
9
10
11
12
493
463
545
531
536
490
478
Budgeted Discharges
Actual Discharges

Patient Days



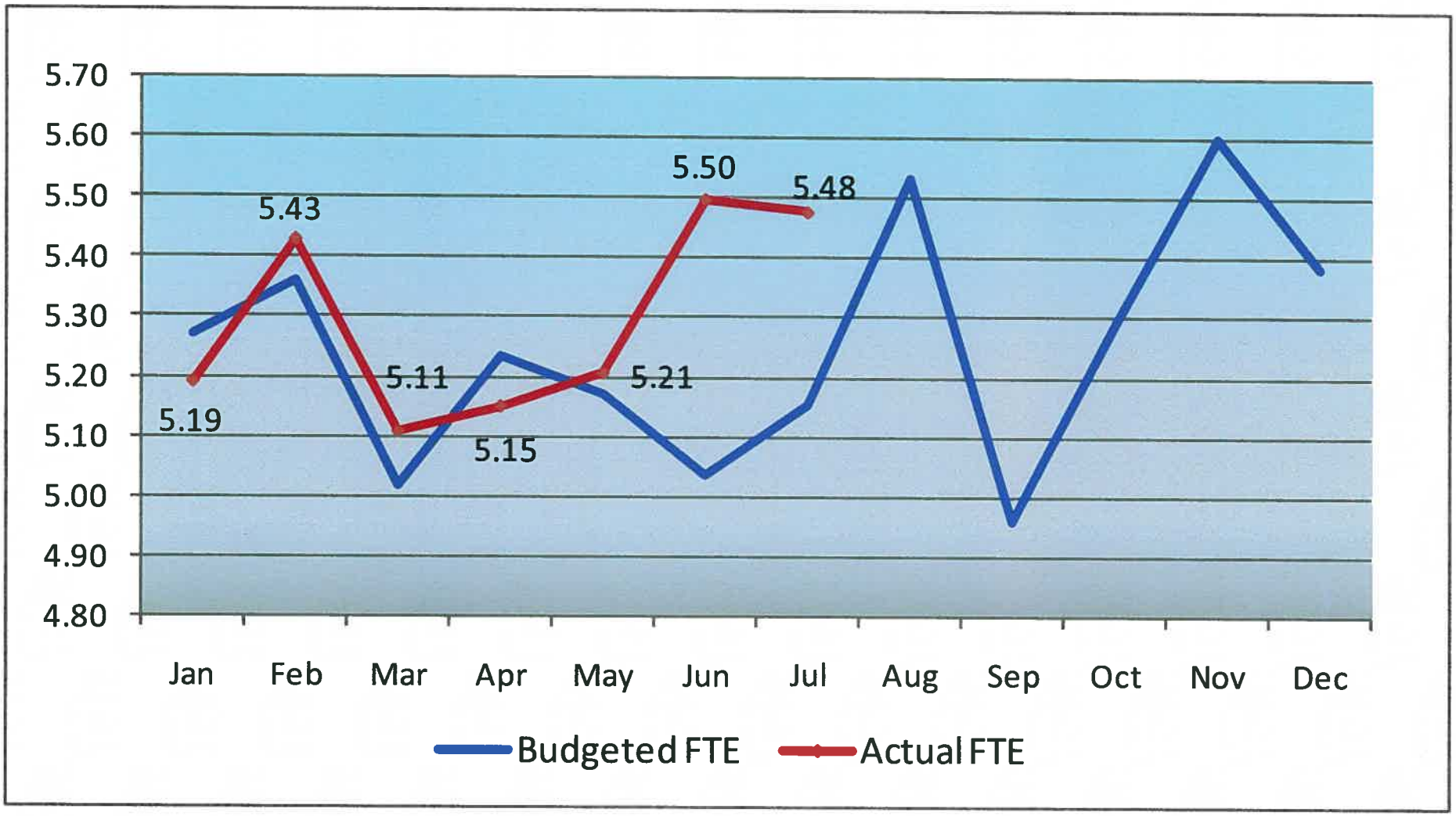
Budget Variances – **Net Revenue**

- Medi-Cal / Medi-Cal HMO – ($201K).
- Medicare / Medicare HMO – ($655K).
- Government / Workers Comp – ($310K).
- Commercial / PPO /HMO – ($310K).

Budget Variances – Expenses

- **Salaries & Benefits** $56K – We did not flex staffing down enough to match the volume decrease. Registry costs continue to be an issue.
- **Purchased Services** ($93K) – Financial Reporting Software Upgrade, Measure J costs, and Increased Security.
- **Supplies** $183 – Underutilization of implants and pharmaceuticals.
- **Professional Fees** ($66K) – Four unbudgeted consultants ($136K), strategic planning ($34K).

Worked FTE / AADC



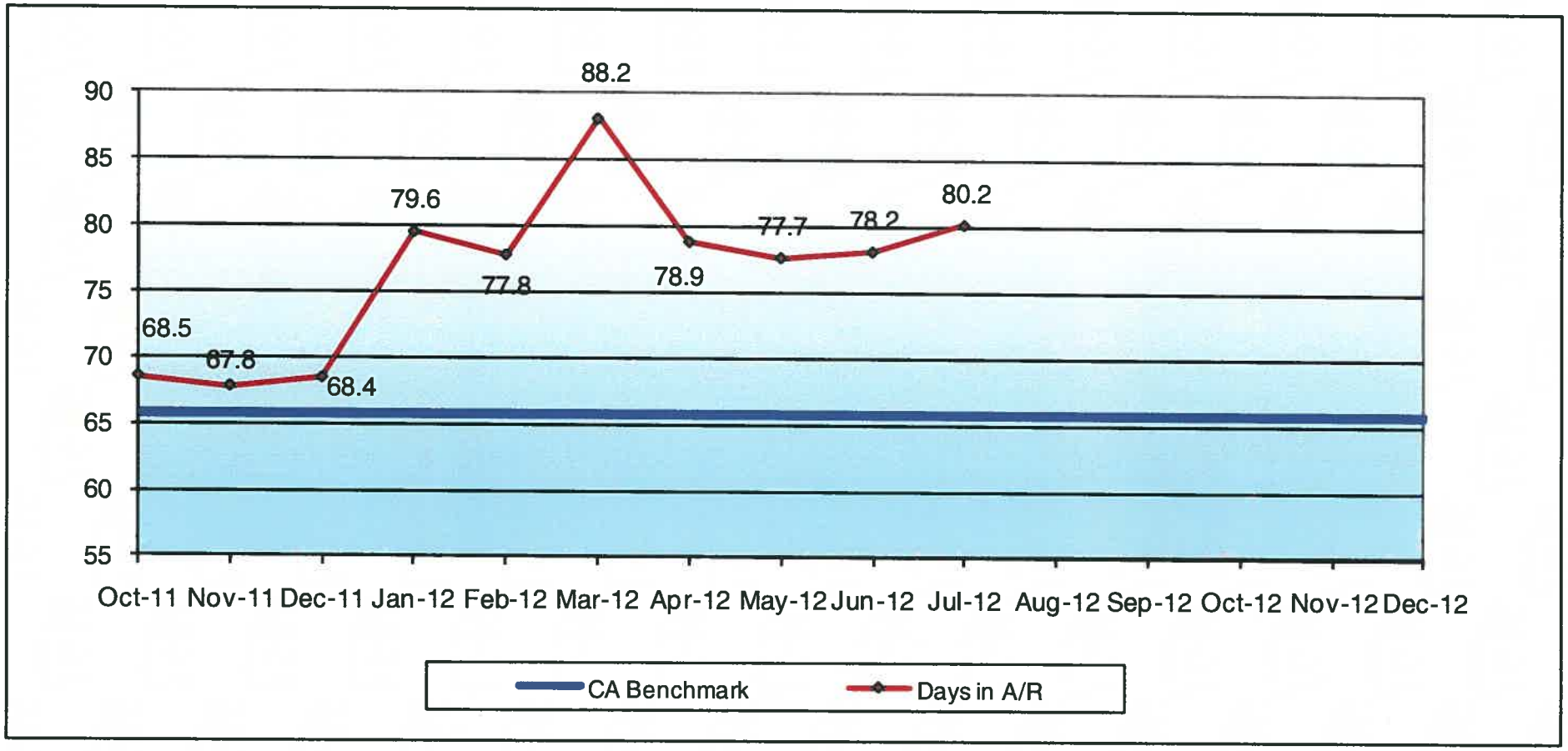
Cash Position
July 31, 2012

(Thousands)

	July 31, 2012	December 31, 2011
Unrestricted Cash	$4,129	$13,972
Restricted Cash	$14,271	$29,847
Total Cash	$18,400	$43,819
Days Unrestricted Cash	10	33
Days Restricted	35	72
Total Days of Cash	45	106

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

Accounts Receivable
Net Days in A/R



Accounts Receivable

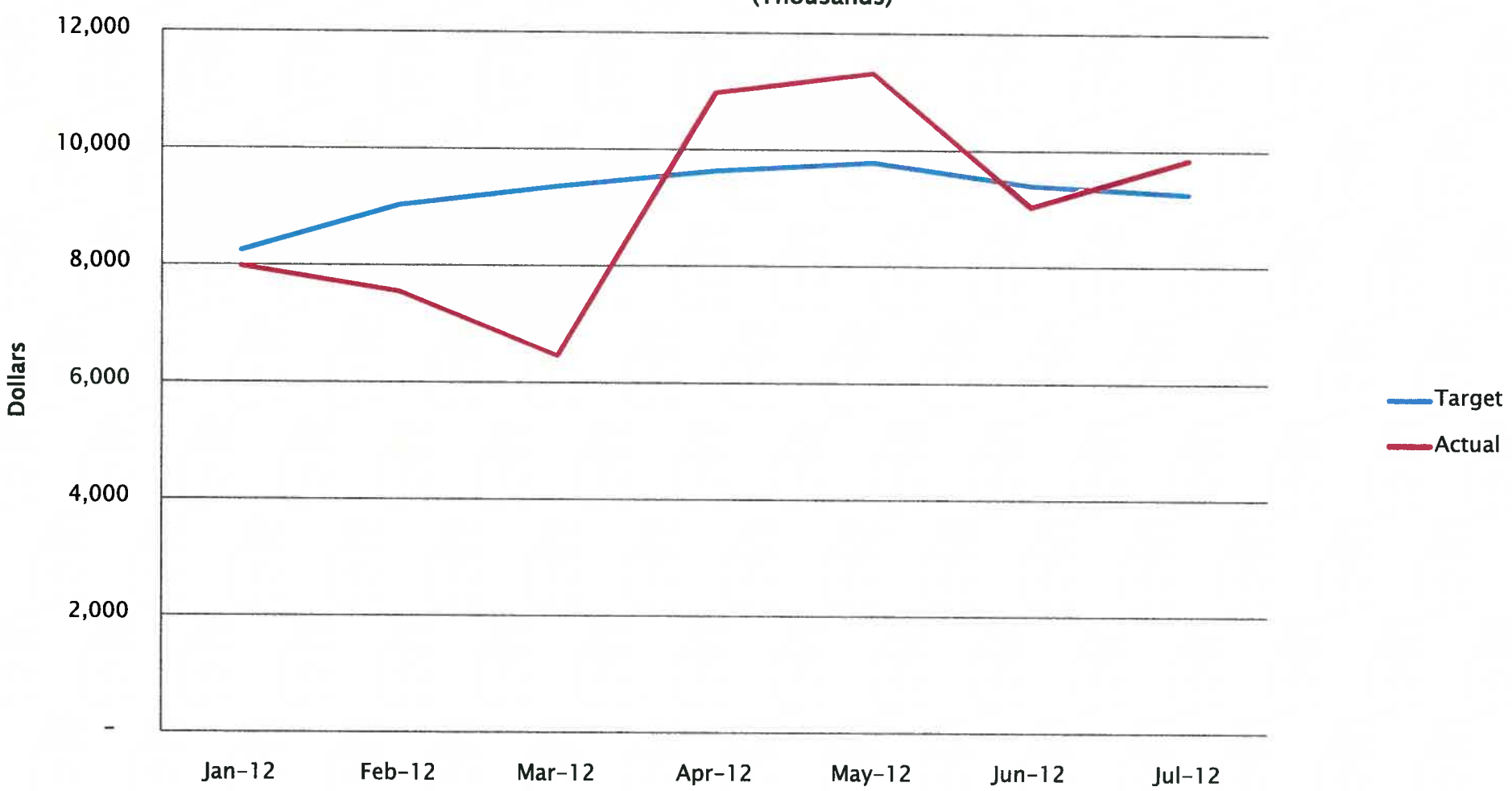
July 31, 2012

(Thousands)

	July 31, 2012	December 31, 2011
Net Patient Accounts Receivable	$26,022	$19,177
Net Days in Accounts Receivable	80.2	60.7

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

2012 Year to Date Cash Collections / Projected vs. Target



Unrestricted Cash Flow
July 31, 2012
(Amounts in Thousands)

	July-12	Year to Date
Sources (Deposits)		
Net Incomce (Loss)	(2,569)	(10,188)
Depreciation	416	2,778
Net Cash Inflow	(2,153)	(7,410)
Uses (Expenses)		
Equipment Expenditures	(148)	(2,782)
Debt Payments	(1,574)	(3,436)
Net Current Assets & Liabilities	(4,065)	(11,215)
Total Uses	(5,787)	(17,433)
Other Changes		
Transfer from Restricted	10,000	15,000
Net Change in cash Position	2,060	(9,843)
Begining Cash Available	2,069	13,972
Ending Cash Available	4,129	4,129
Days Cash on Hand	10	10

Capital Budget 2012

Paragon	$1,757,000
Other	1,000,000
Total Capital Budget:	2,757,000
Committed To Date:	2,661,823
Ultrasound Transducer Sterilization System	22,704
Committed to Date:	2,684,527
Subtotal Remaining	72,473
Foundation Support	160,000
Remaining Capital	$232,473

DOCTORS MEDICAL CENTER

July 2012 Executive Report

Doctors Medical Center had a Net Loss of $2,549,000 in the month of July. As a result, net income was under budget by $1,571,000. The following are the factors leading to the Net Income variance:

Net Patient Revenue Factors	**Positive / (Negative)**
Government/ Workers Compensation	($310,000)
Medi-Cal / Medi-Cal HMO	($201,000)
Medicare / Medicare HMO	($655,000)
Managed Care, Commercial, PPO	($310,000)
Expenses	
Salaries & Benefits	($ 56,000)
Professional Fees	($ 66,000)
Supplies	$183,000
Purchased Services	($ 93,000)

Net patient revenue was under budget by $1,313,000. Total gross charges were under budget in July by 7.4%. Patient days were 11.2% under budget and discharges were 5.7% under budget. Ancillary outpatient visits were 18.3% under budget and outpatient surgeries were 4.8% under budget. Total Medi-Cal days continue to be under budget by 11% with 78% 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 242 compared to the actual in July of 54. Managed Care, Commercial and PPO combined days were also 27.7% under budget as total budgeted days were 216 compared to 156 actual days in July. The Medicare case mix index for July was 1.60 versus a budget of 1.76.

Salaries and Benefits combined were under budget $56,000 in July. Worked FTE's per adjusted average daily census was over budget by 6.3% with salaries and wages at 2.8% under budget while patient days were 11.2% under budget. Salaries for July were under budget by $154,000 decreasing the year to date negative variance to $252,000. Benefit costs were over budget in July by $98,000 due to an increase in worker's compensation expense but we are under our year to date goal by $990,000.

Professional Fees were $66,000 over budget in July. This overage incurred is for four consultants that are not in the current budget. Some of these costs (approximately $40,000) are budgeted in salaries and wages.

Supplies remain under budget in July by $183,000 due to the underutilization of implants of $78,000 and pharmaceuticals of $134,000. This was partially offset by an adjustment for a physical inventory count.

Purchased Services were $93,000 over budget in July as a result of costs of Measure J, upgrades to software for financial reporting software, and increased security expenses.

WEST CONTRA COSTA HEALTHCARE DISTRICT
DOCTORS MEDICAL CENTER
INCOME STATEMENT
July 31, 2012
(Amounts in Thousands)

	CURRENT PERIOD				PRIOR YEAR		CURRENT YTD				PRIOR YEAR
	ACTUAL	BUDGET	VAR	VAR %	ACTUAL		ACTUAL	BUDGET	VAR	VAR %	ACTUAL
						OPERATING REVENUE					
1	9,216	10,529	(1,313)	-12.5%	9,601	Net Patient Service Revenue	68,956	76,417	(7,461)	-9.8%	72,844
2		222	(222)	-100.0%	-	Collaboration Savings		888	(888)	-100.0%	
3	151	124	27	21.4%	75	Other Revenue	1,738	840	898	106.9%	643
4	9,367	10,876	(1,509)	-13.9%	9,676	**Total Operating Revenue**	70,694	78,145	(7,451)	-9.5%	73,487
						OPERATING EXPENSES					
5	5,330	5,484	154	2.8%	5,030	Salaries & Wages	37,265	37,013	(252)	-0.7%	38,002
6	3,030	2,932	(98)	-3.3%	3,211	Employee Benefits	18,680	19,580	900	4.6%	20,676
7	934	868	(66)	-7.7%	975	Professional Fees	6,744	6,133	(611)	-10.0%	6,302
8	1,521	1,704	183	10.7%	1,612	Supplies	10,131	12,047	1,916	15.9%	12,175
9	1,058	965	(93)	-9.6%	893	Purchased Services	6,012	6,769	757	11.2%	6,233
10	306	268	(38)	-14.4%	363	Rentals & Leases	1,807	1,873	66	3.5%	1,747
11	416	370	(46)	-12.6%	345	Depreciation & Amortization	2,778	2,583	(195)	-7.6%	2,419
12		(222)	(222)			Collaboration Savings	-	(888)	(888)		
12	440	378	(62)	-16.3%	373	Other Operating Expenses	2,311	2,538	227	9.0%	2,369
13	13,035	12,746	(289)	-2.3%	12,802	**Total Operating Expenses**	85,728	87,648	1,920	2.2%	89,923
14	(3,668)	(1,870)	(1,798)	96.1%	(3,126)	**Operating Profit / Loss**	(15,034)	(9,503)	(5,531)	58.2%	(16,436)
						NON-OPERATING REVENUES (EXPENSES)					
15	-	-	-	0.0%	-	Other Non-Operating Revenue	1,200	-	1,200	0.0%	2,485
16	1,586	1,131	455	-40.2%	1,400	District Tax Revenue	5,834	5,368	466	-8.7%	4,999
17	4	4	(0)	-5.7%	708	Investment Income	185	30	155	523.3%	29
18	(491)	(264)	(227)	0.0%	4	Less: Interest Expense	(2,373)	(1,692)	(681)	40.2%	(814)
19	1,099	872	227	26.1%	2,112	**Total Net Non-Operating**	4,846	3,705	1,141	30.8%	6,699
20	(2,569)	(998)	(1,571)	157.3%	(1,014)	**Income Profit (Loss)**	(10,188)	(5,798)	(4,390)	76%	(9,737)
						Profitability Ratios:					
21	-39.2%	-17.2%	119.2%		-32.3%	Operating Margin %	-21.3%	-12.2%	74.2%		-22.4%
22	-27.4%	-9.2%	-18.2%		-10.5%	Profit Margin %	-14.4%	-7.4%	-7.0%		-13.2%

WEST CONTRA COSTA HEALTHCARE DISTRICT
DOCTORS MEDICAL CENTER
INCOME STATEMENT
July 31, 2012
(Amounts in Thousands)

23	2,413	2,229	(184)	-8.3%	2,610	SWB / APD	2,237	2,137	(100)	-4.7%	2,243
24	64.1%	66.0%			64.4%	SWB / Total Operating Expenses	65.3%	64.6%			65.3%
25	3,763	3,376	(387)	-11.5%	4,054	Total Operating Expenses / APD	3,427	3,310	(118)	-3.6%	3,437
26	36,817	41,099	(4,282)	-10.4%	33,203	I/P Gross Charges	245,734	297,686	(51,952)	-17.5%	291,098
27	18,760	18,929	(169)	-0.9%	19,117	O/P Gross Charges	134,296	143,710	(9,414)	-6.6%	137,589
28	**55,577**	**60,027**	**(4,450)**	**-7.4%**	**52,320**	**Total Gross Charges**	**380,030**	**441,396**	**(61,366)**	**-13.9%**	**428,687**
						Payor Mix (IP and OP)					
29	42%	40%	2%		40%	Medicare %	42%	40%	3%		40%
30	4%	15%	-11%		15%	Medi-Cal %	5%	15%	-10%		15%
31	12%	12%	0%		15%	Managed Care HMO / PPO %	13%	12%	1%		10%
32	9%	9%	0%		8%	Medicare HMO %	10%	9%	1%		9%
33	16%	9%	7%		9%	Medi-Cal HMO %	15%	9%	6%		11%
34	0%	0%	0%		0%	Commercial %	0%	0%	0%		0%
35	1%	1%	0%		1%	Worker's Comp %	1%	1%	0%		1%
36	3%	3%	0%		2%	Other Government %	3%	3%	-1%		3%
37	13%	10%	3%		10%	Self Pay /Charity %	11%	10%	1%		10%
						STATISTICS					
38	501	501	-	0.0%	445	Admissions	3,561	3,669	(108)	-2.9%	3,671
39	478	507	(29)	-5.7%	440	Discharges	3,536	3,675	(139)	-3.8%	3,677
40	2,295	2,585	(290)	-11.2%	2,004	Patient Days	16,174	17,861	(1,687)	-9.4%	17,764
41	74.0	83.4	(9.4)	-11.2%	64.6	Average Daily Census (ADC)	75.9	83.9	(7.9)	-9.4%	83.8
42	4.80	5.10	0.30	5.8%	4.55	Average Length of Stay (LOS)- Accrual Based	4.57	4.86	0.29	5.9%	4.83
43	31	31			31	Days in Month	213	213			212
44	722	741	(19)	-2.6%	693	Adjusted Discharges (AD)	5,468	5,449	19	0.4%	5,415
45	3,464	3,776	(311)	-8.2%	3,158	Adjusted Patient Days (APD)	25,013	26,484	(1,470)	-5.6%	26,160
46	112	122	(10)	-8.2%	102	Adjusted ADC (AADC)	117	124	(7)	-5.6%	123
47	82	84	(2)	-2.4%	85	Inpatient Surgeries	516	662	(146)	-22.1%	663
48	79	83	(4)	-4.8%	100	Outpatient Surgeries	653	647	6	0.9%	664
49	**161**	**167**	(6)	-3.6%	**185**	**Total Surgeries**	**1,169**	**1,309**	(140)	-10.7%	**1,327**

WEST CONTRA COSTA HEALTHCARE DISTRICT
DOCTORS MEDICAL CENTER
INCOME STATEMENT
July 31, 2012
(Amounts in Thousands)

50	2,992	2,926	66	2.3%	2,811	ED Outpatient Visits	21,192	19,852	1,340	6.7%	20,896
51	2,871	3,514	(643)	-18.3%	3,423	Ancillary Outpatient Visits	22,015	25,864	(3,849)	-14.9%	25,773
52	79	83	(4)	-4.8%	100	Outpatient Surgeries	653	647	6	0.9%	664
53	**5,942**	**6,523**	(581)	-8.9%	**6,334**	**Total Outpatient Visits**	**43,860**	**46,363**	(2,503)	-5.4%	**47,333**
54	461	460	1	0.2%	401	Emergency Room Admits	3,245	3,212	33	1.0%	3,206
55	15.4%	15.7%			14.3%	% of Total E/R Visits	15.3%	16.2%			15.3%
56	92.0%	91.8%			90.1%	% of Acute Admissions	91.1%	87.5%			87.3%
57	612	627	15	2.5%	611	Worked FTE	621	643	22	3.5%	682
58	729	740	11	1.5%	748	Paid FTE	724	734	10	1.4%	791
59	5.48	5.15	(0.32)	-6.3%	5.99	Worked FTE / AADC	5.29	5.24	(0.05)	-0.9%	5.53
60	6.52	6.08	(0.45)	-7.3%	7.35	Paid FTE / AADC	6.16	5.99	(0.17)	-2.9%	6.41
61	2,660	2,789	(129)	-4.6%	3,040	Net Patient Revenue / APD	2,757	2,885	(129)	-4.5%	2,785
62	16,042	15,899	143	0.9%	16,568	I/P Charges / Patient Days	15,193	16,667	(1,474)	-8.8%	16,387
63	3,157	2,902	255	8.8%	3,018	O/P Charges / Visit	3,062	3,100	(38)	-1.2%	2,907
64	1,539	1,453	(86)	-5.9%	1,593	Salary Expense / APD	1,490	1,398	(92)	-6.6%	1,453
64	4.6	6.0	1.44	23.8%	5.6	Medicare LOS - Discharged Based	4.7	5.8	1.03	17.9%	5.3
65	1.60	1.76	0.16	8.9%	1.63	Medicare CMI	1.53	1.59	0.06	3.6%	1.6
66	2.87	3.43	0.56	16.3%	3.47	Medicare CMI Adjusted LOS	3.09	3.63	0.54	14.8%	3.35
67	4.8	4.6	(0.25)	-5.4%	4.55	Total LOS - Discharged Based	4.6	4.8	0.23	4.8%	4.79
68	1.550	1.407	(0.14)	-10.2%	1.52	Total CMI	1.478	1.480	0.00	0.1%	1.50
69	3.10	3.24	0.14	4.3%	2.99	Total CMI Adjusted LOS	3.11	3.26	0.15	4.7%	3.20

WEST CONTRA COSTA HEALTHCARE DISTRICT
DOCTORS MEDICAL CENTER
BALANCE SHEET
July 31, 2012
(Amounts in Thousands)

		Current Month	Dec. 31, 2011
	ASSETS		
70	Cash	4,129	13,972
71	Net Patient Accounts Receivable	26,022	19,177
72	Other Receivables	1,253	1,160
73	Inventory	2,080	2,109
73	Current Assets With Limited Use	14,271	29,847
74	Prepaid Expenses and Deposits	1,085	999
75	**TOTAL CURRENT ASSETS**	**48,840**	**67,264**
76	**Assets With Limited Use**	**642**	**642**
	Property Plant & Equipment		
77	Land	12,120	12,120
78	Bldg/Leasehold Improvements	29,432	33,733
79	Capital Leases	10,926	10,926
80	Equipment	42,973	34,074
81	CIP	1,313	3,129
82	Total Property, Plant & Equipment	96,764	93,982
83	Accumulated Depreciation	-51,941	-49,200
84	**Net Property, Plant & Equipment**	**44,823**	**44,782**
85	**Intangible Assets**	**1,480**	**1,517**
86	**Total Assets**	**95,785**	**114,205**
87	Current Ratio (CA/CL)	***1.59***	***1.89***
88	Net Working Capital (CA-CL)	***18,056***	***31,750***
89	Long Term Debt Ratio (LTD/TA)	***0.64***	***0.55***
90	Long Term Debt to Capital (LTD/(LTD+TE)	***1.01***	***0.87***
91	Financial Leverage (TA/TE)	***-185.6***	***11.8***
92	Quick Ratio	**0.98**	**0.93**
93	Unrestricted Cash Days	**10**	**33**
94	Restricted Cash Days	**35**	**72**
95	Net A/R Days	**80.2**	**60.7**

		Current Month	Dec. 31, 2011
	LIABILITIES		
96	Current Maturities of Debt Borrowings	1,700	1,634
97	Accounts Payable and Accrued Expenses	11,185	16,021
98	Accrued Payroll and Related Liabilities	13,749	13,639
99	Deferred District Tax Revenue	2,880	2,880
100	Estimated Third Party Payor Settlements	1,270	1,340
101	**Total Current Liabilities**	**30,784**	**35,514**
	Other Liabilities		
102	Other Deferred Liabilities	3,962	6,105
103	Chapter 9 Bankruptcy	0	0
	Long Term Debt		
104	Notes Payable - Secured	61,252	62,067
105	Capital Leases	2,003	2,481
106	Less Current Portion LTD	-1,700	-1,634
107	**Total Long Term Debt**	**61,555**	**62,914**
108	**Total Liabilities**	**96,301**	**104,533**
	EQUITY		
109	Retained Earnings	9,672	28,400
110	Year to Date Profit / (Loss)	-10,188	-18,728
111	**Total Equity**	**-516**	**9,672**
112	**Total Liabilities & Equity**	**95,785**	**114,205**

DOCTORS
MEDICAL CENTER

CAPITAL EQUIPMENT

TAB 7

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

TO: **GOVERNING BODY**
BOARD OF DIRECTORS

FROM: **JAMES BOATMAN, CFO**

DATE: **AUGUST 22, 2012**

SUBJECT: **PURCHASE OF REPLACEMENT ULTRASOUND TRANSDUCER STERILATION SYSTEM**

REQUEST / RECOMMENDATION(S): Recommend to the District Board to approve and authorize the Chief Financial Officer to execute on behalf of DMC, approval of the Trophon sterilization system at an estimated cost of $22,704. This system will meet the requirements of The Joint Commission.

FISCAL IMPACT: $22,704.00

STRATEGIC IMPACT: We would no longer be able to provide some Ultrasound interactivity exams and be in compliance with The Joint Commission standards of care. The new equipment is needed to meet current Ultrasound standards.

REQUEST / RECOMMENDATION REASON, BACKGROUND AND JUSTIFICATION: The current transducer sterilization system being utilized in our Ultrasound departments does not meet the new standards for infection control from The Joint Commission. If the current system is not replaced we will fail to meet The Joint Commission standard of care and therefore are at risk for passing the requirements for the Ultrasound area.

Presentation Attachments: Yes____No____

Requesting Signature: James Boatman Date: 8/ 15/ 2012

SIGNATURE(S):

Action of Board on ___ / ___ / ___ Approved as Recommended _____ Other _____

Vote of Board Members:

____ Unanimous (Absent____)
Ayes: ____ Noes: ____
Absent: ____ 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 Payable
Contractor
CFO/Controller
Requestor

GE Healthcare

QUOTATION

Quotation Number: P4-C146483 V 1

Item No.	Qty	Catalog No.	Description	Ext Sell Price
	1		**IST QUICK PICK ACCESSORIES**	
1	2	E8350NA	Trophon EPR Trophon EPR Trophon EPR - High Level Disinfection System for Ultrasound Probes. Trophon protects patients and staff by delivering quality assured, eco-friendly transducer disinfection. Trophon is designed as a customer installed unit and requires no GE installation assistance	$18,720.00
2	2	E8350NC	Trophon Chemical Indicator Trophon Chemical Indicator Trophon In-Process Chemical indicator - 300 per package - Trophon CI is used by Healthcare providers to confirm that Minimum Effective Concentration of disinfectant is delivered by the Trophon EPR system.	$160.00
3	2	E8350NH	Trophon Cart Trophon Cart Trophon EPR Mobile Cart - Trophon Cart offers a mobile solution for moving Trophon EPR system between care areas. Includes Trophon Cart and Cart Assembly guide.	$2,720.00
4	2	E8350NJ	Trophon Sonex HL 6 bottles/box (80 ml bottles) Trophon Sonex HL 6 80 ml bottles/box Sonex-HL - Hydrogen Peroxide Aqueous Solution for use with Trophon EPR disinfection system. Contains 6 sealed cartridges. Approximately 240 exams.	$1,104.00
	1		**NonProducts**	
5	1		Shipping And Handling	$275.00

Quote Summary:

Total Discount:	**($5,676.00)**
Total Quote Net Selling Price	**$22,979.00**

(Quoted prices do not reflect state and local taxes if applicable. Total Net Selling Price Includes Trade In allowance, if applicable.)

3114 N. Grandview Blvd., Mail Code W-544, Waukesha, WI 53188
General Electric Company
General Electric Company, GE Healthcare

GE Healthcare

QUOTATION

Quotation Number: P4-C146483 V 1

Doctors Medical Center San Pablo
2000 Vale Rd
San Pablo CA 94806-3808

Attn: Jennifer Viramontes
2000 Vale Rd
San Pablo CA 94806

Date: 08-02-2012
On Behalf of Amber
Ludwig, GE Healthcare

This Agreement (as defined below) is by and between the Customer and the GE Healthcare business ("GE Healthcare"), each as identified herein. GE Healthcare agrees to provide and Customer agrees to pay for the Products listed in this GE Healthcare Quotation ("Quotation"). "Agreement" is defined as this Quotation and the terms and conditions set forth in either (i) the Governing Agreement identified below or (ii) if no Governing Agreement is identified, the following documents:

1) This Quotation that identifies the Product offerings purchased or licensed by Customer;

2) The following documents, as applicable, if attached to this Quotation: (i) GE Healthcare Warranty(ies); (ii) GE Healthcare Additional Terms and Conditions; (iii) GE Healthcare Product Terms and Conditions; and (iv) GE Healthcare General Terms and Conditions.

In the event of conflict among the foregoing items, the order of precedence is as listed above.

This Quotation is subject to withdrawal by GE Healthcare at any time before acceptance. Customer accepts by signing and returning this Quotation or by otherwise providing evidence of acceptance satisfactory to GE Healthcare. Upon acceptance, this Quotation and the related terms and conditions listed above (or the Governing Agreement, if any) shall constitute the complete and final agreement of the parties relating to the Products identified in this Quotation. The parties agree that they have not relied on any oral or written terms, conditions, representations or warranties outside those expressly stated or incorporated by reference in this Agreement in making their decisions to enter into this Agreement. No agreement or understanding, oral or written, in any way purporting to modify this Agreement, whether contained in Customer's purchase order or shipping release forms, or elsewhere, shall be binding unless hereafter agreed to in writing by authorized representatives of both parties. Each party objects to any terms inconsistent with this Agreement proposed by either party unless agreed to in writing and signed by authorized representatives of both parties, and neither the subsequent lack of objection to any such terms, nor the delivery of the Products, shall constitute an agreement by either party to any such terms.

By signing below, each party certifies that it has not made any handwritten modifications. Manual changes or mark-ups on this Agreement (except signatures in the signature blocks and an indication in the form of payment section below) will be void.

• Terms of Delivery:	CIF
• Quotation Expiration Date:	09-01-2012
• Billing Terms:	100% at ship complete
• Payment Terms:	UPON RECEIPT
• Contract Price Protection:	12 months from date of contract execution, subject to increase 0.5% per month after such 12 months period.

Each party has caused this agreement to be signed by an authorized representative on the date set forth below.
General Electric Company, GE Healthcare
A GE Healthcare business
3114 N. Grandview Blvd., Mail Code W-544, Waukesha, WI 53188
www.gemedical.com

Submitted By: _____
Amber Ludwig — Date

Agreed To By: _____
Authorized Company Representative — Date

CUSTOMER Agreed To By: James Boatman — 8/1/12
Authorized Customer Representative — Date

James Boatman
Print or Type Name

CFO
Title

Please return to your local sales representative.

PO# 53655-C

3114 N. Grandview Blvd., Mail Code W-544, Waukesha, WI 53188
General Electric Company
General Electric Company, GE Healthcare

GE Healthcare

QUOTATION

Quotation Number: P4-C146483 V 1

Item No.	Qty	Catalog No.	Description	Ext Sell Price

Pricing reflects Novation discount!

3114 N. Grandview Blvd., Mail Code W-544, Waukesha, WI 53188
General Electric Company
General Electric Company, GE Healthcare

GE Healthcare General Terms and Conditions

GE Healthcare

References herein to "Products" and "Services" mean the Products (including equipment ond software) and Services identified on the applicable GE Healthcare Quotation ("Quotation").

1. General Terms

1.1. Confidentiality. Each party will treat the terms of this Agreement and the other party's written, proprietary business information as confidential if marked as confidential or proprietary. Customer will treat GE Healthcare (and GE Healthcare's third party vendors') software and technical information as confidential information whether or not marked as confidential and shall not use or disclose to any third parties any such confidential information except as specifically permitted in this Agreement or as required by law (with reasonable prior notice to GE Healthcare). The receiving party shall have no obligations with respect to any information which (i) is or becomes within the public domain through no act of the receiving party in breach of this Agreement, (ii) was in the possession of the receiving party prior to its disclosure or transfer and the receiving party can so prove, (iii) is independently developed by the receiving party and the receiving party can so prove, or (iv) is received from another source without any restriction on use or disclosure.

1.2. Governing Law. The law of the state where the Product is installed or the Service is provided will govern this Agreement.

1.3. Force Majeure. Neither party is liable for delays or failures in performance (other than payment obligations) under this Agreement due to a cause beyond its reasonable control. In the event of such delay, the time for performance shall be extended as reasonably necessary to enable performance.

1.4. Assignment; Use of Subcontractors. Neither party may assign any of its rights or obligations under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld; provided, however, that either party may transfer and assign this Agreement without the other party's consent to any person or entity (except to a GE Healthcare competitor) that is an affiliate of such party or that acquires substantially all of the stock or assets of such party's applicable business if any such assignees agree, in writing, to be bound by the terms of this Agreement. Subject to such limitation, this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. GE Healthcare may hire subcontractors to perform work under this Agreement, provided that GE Healthcare will at all times remain responsible for the performance of its obligations and duties under this Agreement.

1.5. Amendment; Waiver; Survival. This Agreement may be amended only in writing signed by both parties. Any failure to enforce any provision of this Agreement is not a waiver of that provision or of either party's right to later enforce each and every provision. The terms of this Agreement that by their nature are intended to survive its expiration (such as the confidentiality provisions included herein) will continue in full force and effect after its expiration.

1.6. Termination. If either party materially breaches this Agreement and the other party seeks to terminate this Agreement for such breach, such other party shall notify the breaching party in writing, setting out the breach, and the breaching party will have sixty (60) days following receipt of such notice to remedy the breach. If the breaching party fails to remedy the breach during that period, the other party may, subject to the terms of Section 1.4.5 of the GE Healthcare Product Terms and Conditions, terminate this Agreement by written notice to the breaching party. For the avoidance of doubt, this Agreement is not terminable for convenience and may only be terminated in accordance with this Agreement. If GE Healthcare determines in good faith at any time that there are legal or regulatory compliance and/or material credit issues with this Agreement, if any, GE Healthcare may terminate this Agreement (including warranty services hereunder) immediately upon written notice to Customer.

2. Compliance

2.1. Generally. This Agreement is subject to (i) GE Healthcare's on-going credit review and approval and (ii) GE Healthcare's on-going determination that Customer and this Agreement comply with all applicable laws and regulations, including those relating to workplace safety, FDA matters, Federal Healthcare Program Anti-kickback compliance, export/import control and money laundering prevention. CUSTOMER ACKNOWLEDGES THAT THE PRODUCTS ARE OR MAY BE SUBJECT TO REGULATION BY THE FDA AND OTHER FEDERAL OR STATE AGENCIES. CUSTOMER SHALL NOT USE OR PERMIT THE PRODUCTS TO BE USED IN ANY MANNER THAT DOES NOT COMPLY WITH APPLICABLE FDA OR OTHER REGULATIONS OR FOR ANY NON-MEDICAL, ENTERTAINMENT, OR AMUSEMENT PURPOSES. Further, Customer represents that it is purchasing the Products for its own use consistent with the terms of this Agreement and that it does not intend to re-sell the Products to any other party or to export the Products outside the country to which GE Healthcare delivers the Products.

2.2. Cost Reporting. Customer represents and warrants that it shall comply with (a) the applicable requirements of the Discount Statutory Exception, 42 U.S.C. 1320a-7b(b)(3)(A), and the Discount Safe Harbor, 42 C.F.R. § 1001.952(h), with respect to any discounts Customer may receive under this Agreement and (b) the Warranties Safe Harbor, 42 C.F.R. § 1001.952(g), with respect to any price reductions of an item (including a free item) which were obtained as part of a warranty under this Agreement. Customer agrees that, if Customer is required to report its costs on a cost report, then (i) the discount must be based on purchases of the same good bought within a fiscal year; (ii) Customer must claim the benefit in the fiscal year in which the discount is earned or in the following year; (iii) Customer must fully and accurately report the discount in the applicable cost report; and (iv) Customer must provide, upon request, certain information required to be provided to the Customer by GE Healthcare as a seller or offeror, as appropriate. If Customer is an individual or entity in whose name a claim or request for payment is submitted for the discounted items, the discount must be made at the time of the sale of the good; and the Customer must provide, upon request, certain information required to be provided to the Customer by GE Healthcare as a seller or offeror, as appropriate. GE

Healthcare agrees to comply with the applicable requirements for sellers or offerors under the Discount Safe Harbor, as appropriate.

2.3. Site Access Control and Network Security. Customer shall be solely responsible for establishing and maintaining security, virus protection, backup and disaster recovery plans for any data, images, software or equipment. GE Healthcare's Services do not include recovery of lost data or images. Customer shall comply with all applicable laws and regulations related to site access control.

2.4. Environmental Health and Safety. Customer shall provide and maintain a suitable, safe and hazard-free location and environment for the GE Healthcare Products and Services in material compliance with any written requirements provided by GE Healthcare, perform GE Healthcare recommended routine maintenance and operator adjustments, and ensure that any non-GE Healthcare provided Service is performed by, and GE Healthcare Products are used by, qualified personnel in accordance with applicable user documentation. GE Healthcare shall have no obligation to perform Services until Customer has complied with its obligations under this Section.

2.5. GE Healthcare-Supplied Parts. GE Healthcare can make no assurances that Product performance will not be affected by the use of non-GE Healthcare-supplied parts. In some instances, use of non-GE Healthcare-supplied parts may affect Product performance or functionality.

2.6. Training. Any Product training identified in the Quotation shall be in accordance with GE Healthcare's then-current training program offerings and terms. Unless otherwise stated in the catalog description, training must be completed within twelve (12) months after (i) the date of Product delivery for training purchased with Products and (ii) the start date for Services for training purchased with Services. If training is not completed within the applicable time period, GE Healthcare's obligation to provide the training will expire without refund.

2.7. Medical Diagnosis and Treatment. All clinical and medical treatment and diagnostic decisions are the responsibility of Customer and its professional healthcare providers.

3. Disputes; Liability; and Indemnity

3.1. Waiver of Jury Trial. EACH PARTY EXPRESSLY WAIVES ALL RIGHTS TO A JURY TRIAL IN CONNECTION WITH ANY DISPUTE ARISING UNDER THIS AGREEMENT.

3.2. Limitation of Liability. GE HEALTHCARE'S (AND ITS REPRESENTATIVES') LIABILITY UNDER THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, SHALL NOT EXCEED: (A) FOR PRODUCTS OR SERVICES OTHER THAN SERVICES UNDER AN ANNUAL SERVICE CONTRACT, THE PRICE FOR THE PRODUCT OR SERVICE THAT IS THE BASIS FOR THE CLAIM; OR (B) FOR ANNUAL SERVICE CONTRACTS, THE ANNUAL CONTRACT PRICE FOR THE SERVICE THAT IS THE BASIS FOR THE CLAIM. NEITHER CUSTOMER NOR GE HEALTHCARE (NOR THEIR RESPECTIVE REPRESENTATIVES) SHALL BE LIABLE TO THE OTHER PARTY UNDER THIS AGREEMENT (OR OTHERWISE IN CONNECTION WITH THE PRODUCTS AND SERVICES) FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR FOR LOSS OF PROFITS, REVENUE, TIME, OPPORTUNITY OR DATA, WHETHER IN AN ACTION IN CONTRACT, TORT, PRODUCT LIABILITY, STATUTE, EQUITY OR OTHERWISE. THE LIMITATION OF LIABILITY AND EXCLUSION OF DAMAGES SHALL APPLY EVEN IF THE LIMITED REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE.

3.3. IP Indemnification. GE Healthcare will defend, indemnify and hold harmless Customer from any third party claims for infringement of intellectual property rights arising from Customer's use of GE Healthcare manufactured equipment and/or GE Healthcare proprietary software listed in the Quotation in accordance with their specifications and within the license scope granted in this Agreement. If any such claim materially interferes with Customer's use of such equipment and/or software, GE Healthcare shall, at its option: (i) substitute functionally equivalent non-infringing products; (ii) modify the infringing Product so that it no longer infringes but remains functionally equivalent; (iii) obtain for Customer at GE Healthcare's expense the right to continue to use the infringing Product; or (iv) if the foregoing are not commercially reasonable, refund to Customer the purchase price, as depreciated (based on five (5) year straight-line depreciation), for the infringing Product. Any such claims arising from Customer's use of such infringing Product after GE Healthcare has notified Customer to discontinue use of such infringing Product and offered one of the remedies set forth in clauses (i) through (iv) above are the sole responsibility of Customer. This Section represents Customer's sole and exclusive remedy (and GE Healthcare's sole and exclusive liability) regarding any infringement claim associated with such infringing Product. The above indemnification obligatian is conditional upon Customer providing GE Healthcare prompt written notice of the infringement claim after receiving notice of such claim, allowing GE Healthcare to control the defense of such claim, and reasonably cooperating with GE Healthcare in such defense. Notwithstanding any other provision in this Agreement, GE Healthcare shall not have any obligation to Customer hereunder for infringement claims based on or resulting from: (a) use of such infringing Product in combination with any computer software, tools, hardware, equipment, materials, or services, not furnished or authorized in writing for use by GE Healthcare; (b) use of such infringing Product in a manner or environment or for any purpose for which GE Healthcare did not design or license it, or in violation of GE Healthcare's use instructions; or (c) any modification of such infringing Product by Customer or any third party. GE Healthcare shall not be responsible for any compromise or settlement or claim made by Customer without GE Healthcare's written consent. This indemnification obligation is expressly limited to the GE Healthcare manufactured equipment and/or GE Healthcare proprietary software listed in the Quotation.

4. Payment and Finance

4.1. Generally. The payment and billing terms for the Product(s) and/or Service(s) are stated in the Quotation.

4.2. Affiliate Billing. If Customer's order includes Products manufactured by more than one GE Healthcare affiliated company, each affiliated company may invoice Customer separately for the portion of the total price under the Quotation attributable to its Products, under the same payment terms specified in the Quotation. There shall be no additional fees or charges to Customer for such separate invoicing.

4.3. Late Payment. Failure to make timely payment is a material breach of this Agreement, for which (in addition to other available remedies) GE Healthcare may suspend performance under any or all GE Healthcare agreements until all past due amounts are brought current. If GE Healthcare so suspends, GE Healthcare will not be responsible for the completion of planned maintenance due to be performed during the suspension period and any product downtime will not be included in the calculation of any uptime commitment. Interest shall accrue on past-due amounts at a rate equal to the lesser of one-and-one-half percent (1.5%) per month or the maximum rate permitted by applicable law. Customer will reimburse GE Healthcare for reasonable costs (including attorneys' fees) relating to collection of past due amounts. Any credits that may be due to Customer under an agreement may be applied first to any outstanding balance. If Customer has a good faith dispute

regarding payment for a particular Product (or subsystem thereof) or Service, such dispute shall not entitle Customer to withhold payment for any other Product (or subsystem thereof) or Service provided by GE Healthcare. GE Healthcare may revoke credit extended to Customer because of Customer's failure to pay for any Products or Services when due, and in such event all subsequent shipments and Services shall be paid for on receipt.

4.4. Taxes. Prices do not include sales, use, gross receipts, excise, valued-added, services, or any similar transaction or consumption taxes ("Taxes"). Customer shall be responsible for the payment of any such Taxes to GE Healthcare unless it otherwise timely provides GE Healthcare with a valid exemption certificate or direct pay permit. In the event GE Healthcare is assessed Taxes, interest or penalty by any taxing authority, Customer shall reimburse GE Healthcare for any such Taxes, including any interest or penalty assessed thereon. Each party is responsible for any personal property or real estate taxes on property that the party owns or leases, for franchise and privilege taxes on its business, and for taxes based on its net income or gross receipts.

GE Healthcare Product Terms and Conditions

GE Healthcare

References herein to "Products" and "Services" mean the Products (including equipment and software) and Services identified on the applicable GE Healthcare Quotation ("Quotation"). References herein to "Healthcare IT Products" are (i) those software products identified in the Quotation as a "Centricity" product, any third party software licensed for use in connection with the Centricity software, all hardware used to operate the Centricity or the third party software, and services provided with respect to the implementation, installation or support and maintenance of the Centricity or the third party software, and/or (ii) any software, product or service that is included in a Quotation which Quotation is designated as an "Healthcare IT Quotation".

1. Commercial Logistics

1.1. Order Cancellation and Modification.

1.1.1. Cancellation and Payments. Except for Healthcare IT Products, if Customer cancels an order without GE Healthcare's prior written consent, Customer will pay a cancellation charge of fifteen percent (15%) of the price of the Products ordered. GE Healthcare will retain as a credit any payments received up to the amount of the cancellation charge. If Customer cancels an order for Products for which GE Healthcare has provided site evaluation services, Customer will also pay GE Healthcare reasonable charges for such services performed prior to cancellation. If applicable for the order, Customer will pay all progress payments (other than the final payment) prior to final Product calibration, and GE Healthcare may, at its option, delay final calibration until required progress payments are received. If Customer fails to schedule a delivery date with GE Healthcare within six (6) months after order entry, GE Healthcare may cancel Customer's order upon written notice to Customer.

1.1.2. Order Modifications. No modifications may be made to an order without GE Healthcare's prior written consent. The Product configuration listed in the Quotation is based upon information furnished to GE Healthcare by Customer, and Customer is responsible to provide and pay for modifications, if any, to the configuration due to inaccuracies or incompleteness of the information furnished to GE Healthcare by Customer, changes in Customer's needs or requirements, or for other reasons attributable to Customer.

1.2. Site Preparation. If applicable, Customer will be responsible, at its sole expense, for evaluating and preparing the site where the Products will be installed in accordance with GE Healthcare's site preparation requirements and applicable laws. Customer must provide GE Healthcare with prompt written notice if Customer is unable to prepare the site before the mutually agreed installation date. Upon receipt of such notice, GE Healthcare will reschedule the installation to a mutually agreed date. Customer shall be liable for any costs or expenses GE Healthcare or its representatives incur resulting from Customer's failure to provide GE Healthcare with timely notice of Customer's failure to properly prepare the site. GE Healthcare may, in its discretion, delay delivery or installation if GE Healthcare determines that the site has not been properly prepared or there are any other impediments to installation; provided that GE Healthcare gives Customer written notice of such delay stating the reasons therefor. If GE Healthcare provides site evaluation services, such services are intended only to assist Customer in fulfilling Customer's responsibility to ensure that the site complies with GE Healthcare's applicable site preparation requirements.

1.3. Transportation, Title and Risk of Loss; Delivery; Returns.

1.3.1. Transportation, Title and Risk of Loss. Unless otherwise indicated in the Quotation, shipping terms are FOB Destination. Title and risk of loss to equipment passes to Customer upon delivery to Customer's designated delivery location. Software is licensed to Customer; no title to or other ownership interest in such software passes to Customer.

1.3.2. Delivery. When feasible, GE Healthcare reserves the right to make delivery in installments. All such installments shall be separately invoiced and paid for when due, without regard to subsequent deliveries. At the time of such delivery, Customer will pay GE Healthcare for any amounts due upon delivery. Delivery dates are approximate. For GE Healthcare software or documentation, delivery means the first to occur of: (i) communication to Customer through electronic means, that allows Customer to take possession of the first copy or product master, or (ii) delivery to Customer's designated delivery location.

1.3.3. Product Returns. Customer shall not have any right to return Products for a refund after delivery except for products shipped in error that are different from the Products listed in the Quotation.

1.4. Installation and Certification. GE Healthcare will provide product assembly, installation and calibration, as required, at no additional charge, except for items excluded herein. GE Healthcare installation Services provided under the Quotation will be performed in accordance with applicable GE Healthcare installation guides and/or project plans. Customer will review the applicable GE Healthcare installation guides, and/or project plans, and perform Customer's obligations as set forth in those materials. Upon completion of assembly, installation and calibration, and prior to turnover of the Products to Customer for clinical use, as applicable, GE Healthcare will perform prescribed tests using its own performance specifications, instruments and procedures to verify that the Products meet GE Healthcare's applicable performance specifications.

1.4.1. Customer-Supplied Items.

- Customer will install necessary system cable and assemble any necessary equipment or hardware not provided by GE Healthcare, unless agreed otherwise in writing by the parties.
- For Products that will be operated on or in connection with Customer supplied hardware or software, Customer is responsible

for ensuring that such hardware and software conform to GE Healthcare's minimum hardware and software requirements as made available to Customer.

- Unless GE Healthcare has agreed in writing to maintain responsibility for an applicable service, Customer will be responsible for enabling the connectivity and interoperability between Customer-supplied hardware or software or other systems or devices and the Product, including, without limitation, procuring and installing any modifications, interfaces or upgrades consistent with GE Healthcare's written specifications.
- Unless otherwise agreed in writing by GE Healthcare, Customer is solely responsible for the performance of and payment for any applicable rigging and/or facility costs. GE Healthcare will not install accessory items unless otherwise agreed in writing by GE Healthcare.
- If applicable for the Product, electrical wiring and outlets, computer network infrastructure, conduit, cabinetry modification, wall mounts, ventilation and any other site preparation are not included in the purchase price and are the responsibility of Customer, unless otherwise agreed in writing by GE Healthcare.

1.4.2. Network. Unless Customer has elected to purchase network preparation and certification Services from GE Healthcare as set forth in the Quotation, Customer is solely responsible for ensuring that Customer's network is adequate for the proper operation and performance of the Products and otherwise meets GE Healthcare's written network configuration requirements.

1.4.3. License, Permits, and Approvals. Customer shall obtain and maintain all licenses, permits and other approvals necessary for installation, use, and disposal/recycling of the Products provided under this Agreement, including, but not limited to, any government licenses required to use radioactive sources for Products that require the use of such sources. GE Healthcare will ship such sources to Customer only after Customer provides GE Healthcare with satisfactory evidence that Customer has obtained all required licenses for such sources In addition, Customer will provide all radioactive sources for calibration and performance checks of Products that require the use of such sources. GE Healthcare will file any required Federal and State reports relating to its installation activities. GE Healthcare will not install, test, certify or provide its own software license or warranty for Products that are not listed in its on-line catalog or price pages at the time of sale (such Products are normally identified by NL or NW series numbers), unless otherwise agreed in writing by GE Healthcare.

1.4.4. Non-GE Healthcare Labor. If local labor conditions make it impractical to, or GE Healthcare is directed not to, use GE Healthcare's employees or pre-qualified contractors for the installation, all work will be performed by Customer's laborers or outside labor at Customer's expense; provided that GE Healthcare will, at Customer's request, furnish guidance for installation. GE Healthcare is not responsible for the quality or adequacy of any work performed by any party other than GE Healthcare or its pre-qualified contractors.

1.4.5. Non-GE Healthcare Installation. For Products that GE Healthcare is obligated to install under the terms of this Agreement, if GE Healthcare delivers the Product but fails to perform its installation obligations, then in such event Customer shall nevertheless be obligated to pay GE Healthcare an amount equal to (a) the Product purchase price set forth in the Quotation, if the Product purchase price and the installation Services price are shown as separate line items in the Quotation, or (b) if the Product purchase price and installation Services price are not shown as separate line items in the Quotation, then the Product purchase price less the fair market value of the applicable installation Services, taking into account the type of Product and level of installation required ("Installation Service FMV"). An independent third party shall determine the Installation Service FMV. Notwithstanding any other provision of this Agreement to the contrary, either the discharge of Customer's obligation to pay for installation Services shown as a separate line item(s) in the Quotation or the deduction of the Installation Service FMV, as applicable, shall be Customer's sole and exclusive remedy (and GE Healthcare's sole and exclusive liability) in the event GE Healthcare fails to perform its installation obligations under this Agreement.

1.5. Acceptance. Unless expressly provided otherwise in this Agreement, Customer shall be deemed to have accepted a Product delivered by GE Healthcare under this Agreement on the earlier of: (i) if GE Healthcare installs the Product, five (5) days after GE Healthcare notifies Customer that it has completed assembly and the Product is operating substantially in accordance with GE Healthcare's published performance specifications; (ii) if GE Healthcare does not install the Product, five (5) days after delivery of the Product to Customer; or (iii) the date Customer first uses the Product for patient use.

1.6. Warranties. Product warranties (if applicable) are set forth in the GE Healthcare warranty forms delivered with the Quotation. GE Healthcare may use refurbished parts in new Products as long as it uses the same quality control procedures and warranties as for new Products. Any part for which GE Healthcare has supplied a replacement shall become GE Healthcare property.

1.7. Data Access. If applicable, Customer shall permit GE Healthcare to connect to the Products, or to otherwise access Product performance data through a Customer-furnished telephone line or Broadband connection. The data collected by GE Healthcare will be used, during and after the term of this Agreement, in accordance with all applicable laws and regulations and in a manner that will maintain confidentiality.

2. Software License

2.1. License Grant. GE Healthcare grants to Customer a non-exclusive, non-transferable license to use for Customer's internal business purposes the GE Healthcare software, third-party software and Documentation at the location (or, for mobile systems, in the specific vehicle) identified in the Quotation, subject to the license scope and other restrictions set forth in this Agreement. "Documentation" means the GE Healthcare user manuals, on-line help functions, technical specifications and user instructions regarding the operation, installation and use of the software as made available by GE Healthcare to Customer. Customer may only use third-party software provided by GE Healthcare together with the GE Healthcare software and will comply with all third-party software license terms included in any click or shrink wrap license or of which GE Healthcare otherwise makes Customer aware. To the extent permitted by applicable law, licensors of third-party software shall be third-party beneficiaries of this Agreement with respect to third-party software sublicensed under this Agreement. Customer may permit its employees, agents, independent contractors and healthcare providers with privileges at Customer's facilities to use the software and Documentation; provided, however, that Customer shall be responsible for any acts of such third parties that are inconsistent

with this Agreement. Notwithstanding the foregoing, independent contractors that supply products comparable to the software shall be provided access to the software only with GE Healthcare's prior written consent and subject to any conditions GE Healthcare deems appropriate to protect its confidential and proprietary information.

2.2. Additional License Terms. Without GE Healthcare's prior written consent, Customer may not: (i) copy, sublicense, distribute, rent, lease, loan, resell, modify or translate the software or create derivative works based thereon, except that to the extent applicable, the software may be configured as specifically permitted in the Documentation; (ii) directly or indirectly decompile, disassemble, reverse engineer or otherwise attempt to learn the source code, structure, algorithms or ideas underlying the software; (iii) provide service bureau, time share or subscription services based on the software; (iv) remove, obscure or modify any markings, labels or any notice of the proprietary rights, including copyright, patent and trademark notices of GE Healthcare or its licensors; (v) electronically transfer the software outside Customer's intranet or network dedicated for the software, unless otherwise authorized in writing by GE Healthcare; or (vi) publicly release the results of any testing or benchmarking of the software without the prior written consent of GE Healthcare. Customer may transfer authorized copies of the software, and Documentation to a party that purchases or otherwise acquires the equipment and accepts any applicable license terms, except for software and Documentation that are (a) not a part of the base system standard operating software or Documentation for the equipment and (b) generally provided by GE Healthcare to its customers for a separate fee or charge. Advanced service software is subject to a separate fee and eligibility criteria and licensed under a separate agreement with GE Healthcare.

2.3. Backups. Customer may make a reasonable number of copies of the software in machine-readable form solely for backup, training, testing or archival purposes, so long as applicable license fees are paid. Customer shall reproduce on any such copy the copyright notice and any other proprietary legends that were on the original copy. GE Healthcare and its licensors, as applicable, retain all ownership and intellectual property rights to the software and Documentation. If Customer acquires any rights to the software or Documentation, Customer hereby assigns all of those rights to GE Healthcare or its licensors, as applicable. No license rights are granted (whether by implied license or otherwise), to Customer, except as specifically provided in this Section.

2.4. Remedies. Customer agrees that a violation of GE Healthcare's license, confidentiality or intellectual property rights will cause irreparable harm to GE Healthcare for which the award of money damages alone are inadequate. In the event of any breach of this provision, GE Healthcare shall be entitled to seek injunctive relief in addition to immediately terminating the license granted herein and requiring that Customer cease use of the software and return all copies of stand-alone software in any media in addition to seeking any other legal or equitable remedies available to GE Healthcare. This paragraph shall survive the termination of this Agreement.

3. Payment and Finance

3.1. Security Interest; Upgrade Pricing. Customer grants GE Healthcare a purchase money security interest in all items of hardware or equipment listed in the Quotation until full payment is received, and Customer shall perform all acts and execute all documents as may be necessary to perfect GE Healthcare's security interest. Except for Healthcare IT Products, prices for upgrades and revisions assume that Customer returns the replaced component and transfers title to GE Healthcare at no charge to GE Healthcare. If, after Product delivery, Customer does not make any payments for the Products within forty-five (45) days after such payments are due, GE Healthcare may, upon ten (10) days prior written notice to Customer, either (a) enter upon Customer's site and remove the Products or (b) temporarily disable the Products so that they are not operational.

3.2. Leases. If Customer is acquiring use of Products through an equipment lease (a "Lease") with an equipment lessor (a "Lessor"), certain provisions of this Agreement (including, but not limited to, terms related to payment, title transfer, warranties, and software licenses) may be modified as agreed to in writing between GE Healthcare, the applicable Lessor, and/or Customer, as the case may be. Acceptance of the equipment as between GE Healthcare and Lessor will be defined by this Agreement; acceptance of the equipment as between Lessor and Customer will be defined by the lease agreement. Notwithstanding the foregoing, if the Lessor does not comply with the terms of this Agreement, Customer shall continue to be responsible for the payment obligations hereunder.

4. Product Specific Terms

4.1. MUSE CV Information Technology Professional Services (ITPS). MUSE CV Product ITPS shall be performed within six (6) months of the date Customer orders the Services. Without limiting the foregoing, Customer agrees that, if the Services have not been performed within one (1) year of the date Customer orders the Services for reasons other than GE Healthcare's failure to perform, GE Healthcare shall be relieved of its obligation to perform the Services and the Customer shall not be entitled to a refund for such unperformed Services. ITPS Services include clinical applications training, project management, HL7/HIS systems integration, database conversion, and network design and integration (ND&I).

4.2. Pre-Owned Products. Products identified as pre-owned/refurbished/remanufactured Products have been previously owned and used; they are not new. When delivered to Customer, such Products may have received mechanical, electrical, and/or cosmetic reconditioning, as necessary, and will meet their original specifications. Since pre-owned Products may be offered simultaneously to several customers, their sale to Customer is subject to their continued availability at the time Customer offers to purchase such Products. If the pre-owned Products are no longer available, (i) GE Healthcare will attempt to identify other pre-owned Products in its inventory that meet Customer's needs, and (ii) if substitute pre-owned Products are not acceptable to Customer, GE Healthcare will cancel the order and refund any deposit Customer has paid for such Products.

4.3. CT and X-Ray Products. Certain Products that use x-ray or image intensifier tubes have been designed to recognize GE Healthcare-supplied tubes and report to the user the presence of a non-GE Healthcare-supplied tube. This will permit the user to make any adjustments to Product use that the user deems appropriate. Use of the Products with non-GE Healthcare-supplied tubes is always at the user's discretion; however, Customer acknowledges that advanced scanner functionality may be impaired or disabled by the use of non-GE Healthcare-supplied tubes. GE Healthcare assumes no liability for the use of non-GE-Healthcare-supplied tubes and disclaims any responsibility for any effect such tubes may have on Product performance.

GE Healthcare

Warranty Statement (United States)

1. **Warranted Products.** These warranties cover the purchase and use of the following GE Healthcare products:

- Magnetic Resonance
- Computed Tomography
- Mammography
- Positron Emission Tomography (including scanners, cyclotrons & chemistry labs)
- Nuclear
- X-ray
- Surgical Navigation Systems
- Cardiology
- Ultrasound
- Bone Mineral Densitometry
- Physiological Monitoring
- Small Animal Imaging
- C-Arms
- Advantage Workstation and Server
- Anesthesia Delivery
- Respiratory Care
- Gold Seal
- Phototherapy and other infant care accessories
- Microenvironments, including Giraffe®, Care Plus®, Ohio® Infant Warmer Systems and Panda™ Baby Warmers

2. **GE Healthcare Warranties.**

2.1 Scope. This warranty statement incorporates GE Healthcare's General Terms and Conditions and GE Healthcare's Product Terms and Conditions. GE Healthcare warrants that its services will be performed by trained individuals in a professional, workman-like manner. GE Healthcare will promptly re-perform any non-conforming services for no charge as long as Customer provides reasonably prompt written notice to GE Healthcare. The foregoing service remedy, together with any remedy provided herein, are Customer's sole and exclusive remedies (and GE Healthcare's sole and exclusive liability) for warranty claims. These exclusive remedies shall not have failed of their essential purpose (as that term is used in the Uniform Commercial Code) as long as GE Healthcare remains willing to repair or replace defective warranted products or re-perform any non-conforming services for no charge, as applicable, within a commercially reasonable time after being notified of Customer's warranty claim. NO OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, SYSTEM INTEGRATION AND DATA ACCURACY, WILL APPLY.

2.2 Term Usage. "Warranted Product" is a collective term which includes both the above-listed manufactured equipment and licensed software, with the exception of Healthcare IT Products, purchased by and/or licensed to (as applicable) Customer under the relevant GE Healthcare Quotation. Where an item of equipment has software code embedded in it, the code will only be considered licensed software under this warranty statement if the applicable GE Healthcare Quotation provides a separate part number for that software.

2.3 Equipment Warranty. Except as indicated otherwise below, GE Healthcare warrants the equipment will be free from defects in title and that for 1 year from the Warranty Commencement Date (as defined below) (i) the equipment will be free from defects in material and workmanship under normal use and service and (ii) except for equipment manufactured in compliance with Customer's designs or specifications, the equipment will perform substantially in accordance with GE Healthcare's written technical specifications for the equipment (as such specifications exist on the date the equipment is shipped) (the "Specifications"). This warranty covers both parts and labor and is available only to end-users that purchase the equipment from GE Healthcare or its authorized distributors. Customers purchasing through an authorized distributor must contact GE Healthcare promptly following such purchase to enable this warranty.

2.4 Software Warranty. Except as indicated otherwise below, GE Healthcare warrants for 90 days from the Warranty Commencement Date that (i) the licensed software will perform substantially in accordance with the applicable Documentation (as defined herein), (ii) it has not inserted any Disabling Code (as defined herein) into the licensed software and (iii) it will use reasonable commercial efforts consistent with industry standards to scan for and remove any software viruses before installation of the applicable Warranted Product. Except as indicated otherwise below, GE Healthcare warrants that it has the right to license or sublicense the licensed software to Customer for the purposes and subject to the terms and conditions set forth in GE Healthcare's General Terms and Conditions. As used in this warranty statement, (i) "Disabling Code" means computer code that is designed to delete, interfere with, or disable the normal operation of the Warranted Product; provided, however, that code included in the licensed software that prevents use outside of the license scope purchased for the software will not be deemed to be Disabling Code and (ii) "Documentation" means the GE Healthcare user manuals, on-line help functions, technical specifications and user instructions regarding the operation, installation and use of the software as made available by GE Healthcare to Customer.

2.5 Pre-owned Equipment. GE Healthcare's Gold Seal Preferred Products (certain pre-owned GE Healthcare equipment) and GE Healthcare's certified pre-owned Bone Mineral Densitometry Products are provided with GE Healthcare's standard warranties carrying the same duration as the new equipment warranty, but in no event exceeding 1 year (unless otherwise provided in writing by GE Healthcare). Except as expressly provided in this paragraph or in the applicable GE Healthcare Quotation, used and/or pre-owned equipment is not warranted by GE Healthcare.

2.6 Healthcare IT and X-Ray Tubes. GE Healthcare X-ray and Image Intensifier Tubes, Maxiray X-ray Tubes and GE Healthcare IT Products are covered by a separate warranty statement provided in an applicable GE Healthcare Quotation.

2.7 Third-Party Software and Equipment. This warranty statement does not cover Third-Party Software and Equipment (as defined herein) delivered with the Warranted Products (commonly identified by NL or NW series numbers in GE Healthcare's Quotation). "Third-Party Software and Equipment" means any non-GE Healthcare software or equipment (i) delivered to Customer in the third-party manufacturer/supplier's packaging and with its labeling or (ii) for which GE Healthcare expressly indicates (either in the GE Healthcare Quotation or in the product documentation) that the software or equipment is provided with the third-party manufacturer/supplier's warranty in lieu of a GE Healthcare warranty. Such products are covered by the third-party manufacturer/supplier's warranties, to the extent available. Anesthesia monitor mounting solutions Third-Party Software and Equipment purchased directly from GE Healthcare will not be treated as Third-Party Software or Equipment.

3. Warranty Commencement. Unless expressly provided otherwise in this warranty statement or the applicable GE Healthcare Quotation, the warranty period begins (the "Warranty Commencement Date") on the earlier of: (i) if GE Healthcare installs the Warranted Product, 5 days after GE Healthcare notifies Customer that it has completed assembly and the Warranted Product is operating substantially in accordance with GE Healthcare's Specifications; (ii) if GE Healthcare does not install the Warranted Product, 5 days after delivery of the Warranted Product to Customer; (iii) the date Customer first uses the Warranted Product for patient use; or (iv) if GE Healthcare is contractually required to install the Warranted Product, the 30th day following shipment to the end-user Customer if installation is delayed for reasons beyond GE Healthcare's reasonable control. The warranty period for any Warranted Product or component furnished to correct a warranty failure will be the unexpired term of the warranty applicable to the repaired or replaced Warranted Product. The warranty period for Vital Signs, Inc. Products begins on the date such products are shipped to Customer.

4. Remedies. If Customer promptly notifies GE Healthcare of Customer's warranty claim during the warranty period and makes the Warranted Product available for service, GE Healthcare will, at its option (i) with respect to equipment, either repair, adjust or replace (with new or exchange replacement parts) the non-conforming Warranted Product or components of the Warranted Product and (ii) with respect to GE Healthcare's licensed software, either correct the non-conformity or replace the applicable licensed software. Warranty service will be performed without charge from 8:00 a.m. to 5:00 p.m. (local site time), Monday-Friday, excluding GE Healthcare holidays, and outside those hours at GE Healthcare's then prevailing service rates and subject to the availability of personnel. For certain Warranted Products, GE Healthcare will perform warranty service only at an authorized service center or, in some instances, via a secure, remote connection to a GE Healthcare online center. With respect to GE Healthcare's warranty for the services it provides to Customer, Customer's exclusive remedy is set forth in Section 2.1 above.

Warranty claims for the Warranted Products should be directed through GE CARES at 1-800-437-1171. Warranty claims for accessories and supplies items should be directed through 1-800-558-5102.

5. Limitations. GE Healthcare shall not have any obligation to Customer hereunder if the warranty claim results from or arises out of: (i) the use of the Warranted Product in combination with any software, tools, hardware, equipment, supplies, accessories or any other materials or services not furnished by GE Healthcare or recommended in writing by GE Healthcare; (ii) the use of the Warranted Product in a manner or environment, or for any purpose, for which GE Healthcare did not design or license it, or in violation of GE Healthcare's recommendations or instructions on use; or (iii) any alteration, modification or enhancement of the Warranted Product by Customer or any third party not authorized or approved in writing by GE Healthcare. In addition, this warranty does not cover the Warranted Product to the extent it is used in any country other than the country to which GE Healthcare ships the Warranted Product (unless GE Healthcare expressly agrees otherwise in writing). GE Healthcare does not guarantee that licensed software will operate without error or interruption.

In addition, these warranties do not cover: (i) any defect or deficiency (including failure to conform to Specifications and/or Documentation, as applicable) that results, in whole or in part, from any improper storage or handling, failure to maintain the Warranted Products in the manner described in any applicable instructions or specifications, inadequate back-up or virus protection or any cause external to the Warranted Products or beyond GE Healthcare's reasonable control, including, but not limited to, power failure and failure to keep Customer's site clean and free of dust, sand and other particles or debris; (ii) the payment or reimbursement of any facility costs arising from repair or replacement of the Warranted Products or parts; (iii) any adjustment, such as alignment, calibration, or other normal preventative maintenance required of Customer; (iv) expendable supply items; (v) stockpiling of replacement parts; (vi) any failure of the Warranted Products to use or correctly process dates; and (vii) products not listed in GE Healthcare's Accessories and/or Supplies catalogs at the time of sale, and all service manuals are provided AS IS. For network and antenna installations not provided by GE Healthcare or its authorized agent(s), network and antenna system troubleshooting will be billable at GE Healthcare's standard service rates.

For MR systems, these warranties do not cover (i) any defect or deficiency that results, in whole or in part, from failure of any water chiller system supplied by Customer, (ii) service to any water chiller systems supplied by Customer and (iii) for MR systems with LHe/LN or shield cooler configured superconducting magnets (except for MR Systems with LCC magnets), any cryogen supply, cryogenic service or service to the magnet, cryostat, coldhead, shield cooler compressor or superconductive or resistive shim coils unless the need for such supply or service is caused by a defect in material or workmanship covered by these warranties (GE Healthcare's MR Magnet Maintenance and Cryogen Service Agreement is available to provide supplemental coverage during the warranty period). For Proteus XR/a, Definium and Precision 500D x-ray systems, these warranties do not cover collimator bulbs.

6. Exceptions to GE Healthcare Standard Warranties Described Above.

CT Partial System Equipment Upgrades*: Six (6) months
MR Partial System Equipment Upgrades*: Six (6) months
X-ray Partial System Equipment Upgrades*; High Voltage Rectifiers and TV Camera Pick-Up Tubes: Six (6) months
PET Partial System Equipment Upgrades* (Scanners, Cyclotrons and Chemistry Labs): Six (6) months
Nuclear Partial System Equipment Upgrades*: Six (6) months
GE OEC New or Exchange Service/Maintenance Parts: Ninety (90) days
HealthNet Lan, Advantage Review — Remote Products: Ninety (90) days

GE Ultrasound Exchange Probes and Transducers, Ultrasound Water Path attachment Kit: Ninety (90) days
GE Ultrasound Service Replacement Parts: Thirty (30) days
LOGIQBook and Other Handheld/Compact Ultrasound Products: Standard warranty includes (i) repair services at GE Healthcare service facilities, (ii) three (3) business day turnaround repair time for systems shipped via overnight delivery (where available), measured from the date of shipment (GE Healthcare is not responsible for delays in overnight shipment), (iii) seventy-two (72) hour loaner systems or probe replacement service via Fed Ex (shipping charges included), (iv) technical support via telephone from 7:00 am to 7:00 pm Central Time, Monday-Friday, excluding GE Healthcare holidays, (iv) field support/service is available for an additional charge and (v) preventative maintenance for an additional charge. For an additional charge, GE Healthcare will also provide the following enhanced warranty features as part of the system warranty: coverage for system damage due to accidental dropping or mishandling, with a maximum of two (2) replacement systems during the term of the warranty.
Ultrasound Partial System Equipment Upgrades*: Ninety (90) days (Customer will not be credited the value of this warranty against pre-existing warranties or service agreements).
Dash, Solar 8000M, 8000i & Tram: Additional two (2) years of parts only coverage, excluding displays (United States only)
DINAMAP ProCare Vital Signs Monitors: Two (2) years
DINAMAP Pro 100-400V2 Series Monitors: Three (3) years
Enterprise Access: One (1) year parts, ninety (90) days labor
MAC 1600: Three (3) years
MAC 1200: Three (3) years (United States only)
Batteries: Ninety (90) days, except (i) for LOGIQBook batteries, which are warranted for twelve (12) months and (ii) for Nickel cadmium or lead acid batteries for X-ray and mammography systems (which will carry a sixty (60)-month warranty prorated as shown below). For Nickel cadmium or lead acid batteries for X-ray and mammography systems, warranty service will be performed without charge from 8:00 a.m. to 5:00 p.m. (local site time), Monday-Friday, excluding GE Healthcare holidays, and outside those hours at GE Healthcare's then prevailing service rates and subject to the availability of personnel only during the first twelve (12) months of the sixty (60)-month warranty period. For X-ray and mammography systems, if nickel cadmium or lead acid batteries need replacement during their applicable warranty period, Customer will pay the price of the replacement battery in effect on its delivery date less a Pro Rata Credit Allowance (as defined herein). The Pro Rata Credit Allowance for batteries that fail less than twelve (12) months after the warranty begins is one hundred percent (100%). The Pro Rata Credit Allowance for batteries that fail more than twelve (12) months after the warranty begins is:

1 - (# of Mos. After Warranty Commencement /60) x 100%

For the purpose of Pro Rata Credit Allowance, a fraction of a month less than fifteen (15) days will be disregarded, and a fraction of a month equal to or greater than fifteen (15) days will be regarded as a full month.
Care Plus® Incubator: Three (3) years parts, one (1) year labor
Ohio® Infant Warmer Systems and Panda™ Warmers: Lifetime parts warranty on heater cal rod
BiliBlanket® Plus High Output Phototherapy System: Two (2) years on Light Box and eighteen (18) months on Fiberoptic Pad
Microenvironment and Phototherapy expendable components, this includes but is not limited to patient probes, probe covers and light bulbs: Thirty (30) days
GE OEC refurbished c-arms: Twelve (12) months after installation
Oximeters: Three (3) years from installation, or thirty-nine (39) months from GE Healthcare invoice, whichever occurs sooner
Tec 7 Vaporizers: Three (3) years
Tec 6 Plus Vaporizers: Two (2) years
X-ray and Image Intensifier Tubes and Maxiray X-ray Tubes: See GE Healthcare Warranty Statement X-Ray an Image Intensifier Tubes
Accessories and Supplies: GE Healthcare's catalog and/or website includes a "Service/Warranty Code" which identifies the installation, warranty, applications and post-warranty service, if any, provided for each accessory and supply product. Following are the warranty periods for accessories and supplies:

Service/Warranty Code T	100 Years
Service/Warranty Code V	25 Years
Service/Warranty Codes X	15 Years
Service/Warranty Codes F	3 Years
Service/Warranty Codes D, J, N, O, R or Z	2 Years
Service/Warranty Codes A, B, C, E, G, L, P, Q, S or Y	1 Year
Service/Warranty Code H	6 Months
Service/Warranty Code K and all Vital Signs, Inc. products	3 Months
Service/Warranty Code M	1 Month
Service/Warranty Code W	Out of Box Failure Only

*** NOTE: For partial system equipment upgrades, the warranty applies only to the upgraded components**

GE Healthcare

Warranty Codes For Accessories And Supplies

Service / Warranty Codes. If Customer promptly notifies GE Healthcare of its warranty claim and makes the Product available for service, GE Healthcare will provide the warranty service indicated in the applicable Service/Warranty Code description. The terms and conditions of GE Healthcare's Warranty Statement(s) apply to all warranty claims. Basic Service Premise for Products – GE Healthcare Field Engineers will take the first call for service and either provide direct support or arrange for support from the manufacturer or its dealers as indicated by the individual Service/Warranty Code. If the Service/Warranty Code calls for Product return for repair or in-warranty exchange, Customer must return the Product as GE Healthcare directs. GE Healthcare provides warranty service from 8:00 AM to 5:00 PM local time Monday-Friday EXCLUDING GE HEALTHCARE HOLIDAYS. If a Service/Warranty Code provides for warranty service to be performed on Customer's site, such service is available outside the above hours at GE Healthcare's prevailing service rates and subject to the availability of personnel.

A GE Healthcare directly, or through a sub-contractor, provides the following:

Installation; parts; on-site warranty service to repair, adjust or replace (at GE Healthcare's option and using new or exchange replacement parts) non-conforming products or parts; applications training in some cases (with additional charge); and post-warranty service, at prevailing hourly billed service ("HBS") rates and, in some cases, under GE Healthcare service contracts.

B GE Healthcare directly provides the following through GE Healthcare's Global Parts Operation (GPO):

New or exchange replacement parts at no charge to correct non-conforming products or parts during the warranty period; new or exchange replacement parts at GE Healthcare's normal prices for post-warranty repairs. ***Note:*** *Installation, applications training and on-site service is the Customer's responsibility. However, GE Healthcare's Field Engineers may be available at prevailing HBS rates. Contact GE CARES for availability.*

C GE Healthcare arranges for the third-party Product Manufacturer or its dealers to provide the following:

Installation (in some cases with an additional charge); parts; on-site warranty service to repair, adjust, or replace (at the manufacturer's or dealer's option and using new or exchange replacement parts) non-conforming products or parts; applications training in some cases (some with additional charge); and post-warranty service at prevailing service rates.

D GE Healthcare refers to the Product Manufacturer warranty, which provides the following:

Basic functional troubleshooting (no technical labor) with supplier phone support and repair or replacement (at the manufacturer's or dealer's option) of defective products or parts. ***Note:*** *The battery for Service/Warranty Code **D** has a 1-year warranty. For detailed warranty information, please refer to the Product Manufacturer's warranty certificate.*

E GE Healthcare directly, or through a sub-contractor, provides:

Installation (in some cases with an additional charge); basic functional troubleshooting (no technical labor) with supplier phone support; and coordination of unit exchange or loaner program for in-factory service.

GE Healthcare arranges for the third-party Product Manufacturer or its dealers to provide in-factory service:

At no charge during the warranty period and at manufacturers or dealer's prevailing service rates outside of the warranty period. Products must be returned to the manufacturer or dealer, at GE Healthcare's expense during warranty and Customer's expense after warranty, for repair.

F GE Healthcare refers to the Product Manufacturer warranty, which provides the following:

Basic functional troubleshooting (no technical labor) with supplier phone support and replacement of non-conforming products or parts, which Customer returns to the manufacturer or dealer during the warranty period. ***Note:*** *For detailed warranty information, please refer to the Product Manufacturer's warranty certificate.*

G, J, O and Q GE Healthcare refers to the Product Manufacturer warranty, which provides the following:

Start up and commissioning; basic functional troubleshooting (no technical labor) with supplier phone support 24/7; and warranty service to repair, adjust, or replace (at the manufacturer's or dealer's option) non-conforming products or parts (excluding installation, time and material). ***Note:*** *The UPS battery for Service/Warranty Code **G** has a 9-year pro-rated warranty to cover non-conforming material. Start up and commissioning for Service/Warranty Code **O** applies only to 10 KVA and above. The UPS battery for Service/Warranty Codes **O** and **Q** has a 1-year warranty to replace the product. For detailed warranty information, please refer to the Product Manufacturer's warranty certificate. Warranty service for Service/Warranty Codes **G** and **O** is provided On-site. For detailed warranty information, please refer to the Product Manufacturer's warranty certificate.*

H, K, L and M GE Healthcare directly provides the following:

Exchange of non-conforming products, which Customer returns to GE Healthcare during the warranty period. ***Note:*** *Installation, parts, applications training, and on-site service is the Customer's responsibility.*

N, R and S GE Healthcare refers to the Product Manufacturer warranty, which provides the following:

Installation; Preventative Maintenance; and parts and labor. ***Note:*** *Post-warranty service, at manufacturer's prevailing HBS rates, and in some cases, under GE Healthcare service contracts. The battery for Service/Warranty Code R has a 1-year warranty. For detailed warranty information, please refer to the Product Manufacturer's warranty certificate.*

P GE Healthcare directly provides the following:

Replacement of non-conforming components. ***Note:*** *Installation, parts, applications training, and on-site service is the Customer's responsibility.*

T, V and X GE Healthcare directly provides the following:

Replacement of Product only; GE Healthcare will not replace patient records; and product is warranted only for image legibility. ***Note:*** *Installation, parts, applications training, and on-site service is the Customer's responsibility.*

W GE Healthcare directly provides the following:

Replacement of Product only for Out of Box failure. ***Note:*** *Installation, parts, applications training, and on-site service is the Customer's responsibility.*

Y and Z GE Healthcare refers to the Product Manufacturer warranty, which provides the following:

Basic functional troubleshooting (no technical labor) with supplier phone support and replacement of non-conforming components. ***Note:*** *All electrical components (excluding the UPS) for Service/Warranty Code **Z** have a 1-year warranty. For detailed warranty information, please refer to the Product Manufacturer's warranty certificate.*

DOCTORS
MEDICAL CENTER

MEDICAL EXECUTIVE REPORT

TAB 10

DOCTORS MEDICAL CENTER

MEDICAL EXECUTIVE COMMITTEE
REPORT TO THE BOARD
EXECUTIVE SUMMARY

AUGUST 2012

TOPIC

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 have been identified and require resolution prior to survey. The following projects are underway, and have target completion dates in mid-July to mid-August:

1) Medical Staff Bylaws-in final stages of revision; due to substantial rewrite, medical staff legal counsel has requested time for review prior to submitting to medical staff for vote; copies to be sent to legal counsel this week;
2) Privilege Delineations: drafts of privilege delineations under review with department/section chairs, finals to be ready for approval by MEC within next week;
3) On-Going Professional Practice Evaluation (OPPE): Data has been manually gathered and prepared; all data has been integrated into appropriate forms and is in process of being documented within each provider's credentials/quality file for review by department chair. High priority files have been completed first (i.e. medical staff officers, department chairs, high-volume providers) with low volume providers being completed at present.

ITEMS REQUIRING ACTION

Policies, Procedures, Forms: The attached Policy, Procedure and Forms Report for August 2012 includes four documents approved by the Medical Executive Committee and are presented for Board approval.

DOCTORS MEDICAL CENTER

MEC APPROVAL DATE: 08/09/12

BOARD OF DIRECTORS APPROVAL DATE: 08/25/12

POLICY, PROCEDURE AND FORMS REPORT

AUGUST 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 SECTION A AND SECTION B BELOW ARE ATTACHED TO THIS REPORT; THOSE POLICIES/DOCUMENTS LISTED IN SECTION C: REVISED WITH MINOR/NON-SUBSTANTIVE CHANGES, 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. 5150-72 Hour Detention/Order To Transport	Administrative P&P	Revised to reflect current practice and ensure compliance with State and County requirements for initiating psychiatric holds
2. Procedural Sedation	Patient Care P&P	Policy updated to comply with state requirements regarding pre-procedure assessment score, pre-risk status for difficult intubation and post procedure level for reversal.
B. Revised with Minor/Non Substantive Changes		
1. Food and Nutrition Services Procedure Manual (Table of Contents Attached)	Food & Nutrition Procedure Manual	Annual review with changes made to reflect Paragon and electronic charting, and ADA changed to AND Academy of Nutrition and Dietetics.
2. Dietary Manual (Binder available in Medical Staff Services for Review)	Food & Nutrition Dietary Manual	Annual review with addition of nutritional content.

APPROVAL ROUTING SHEET FOR POLICIES AND PROCEDURES

DOCTORS MEDICAL CENTER

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

†TITLE: 5150- 72 hour Detention/Order to Transport	**†CHECK ONE:** ☐ **New** ☐ **Reviewed** ☒ **Revised :** ☐ **Major** ☐ **Minor**
† ☒ **Administrative** ☐ **Clinical** ☐ **Department** _____	
†SUBMITTED BY: Kathleen Benitez, LCSW-Manager, Social Services	
†NEW POLICY - REASON FOR SUBMISSION: ☐ Change in Law ☐ New Regulation: CMS CDPH TJC Other	
†REVIEWED OR REVISED - SUMMARY OF POLICY / PROCEDURE CHANGES: Policy was reviewed and revised to develop one succinct administrative policy for the hospital versus various policies for each department. Policy should now incorporate all relevant providers and departments as well as compliance with Contra Costa County Mental Health Division Standards and Memorandum of Understanding. .	

	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:		
☐ **Nursing Department:** ☐ Nursing Practice:		
☐ **Forms Committee** (as applicable)		
☒ **Administrative Policy Review Committee (APRC)†**	04/25/12	yes
☐ **Executive Leadership**		
☒ **Medical Executive Committee (MEC)** (as applicable)	08/13/12	yes
☐ **Board of Trustees** *(automatic from MEC)* *(as applicable)*		

DOCTORS MEDICAL CENTER

Manual: ADMINISTRATION	**Sub Folder:**
Title: 5150 72 Hour Detention/Order to Transport	**Policy Number:** **Reviewed: 07/2012** **Revised:**
Board Approval/Effective Date:	**Page 1 of 3**

PURPOSE:

- To provide guidelines for Doctors Medical Center and its' designated staff to initiate psychiatric hold as required under the Lanterman-Petris-Short Act, and further outlined in section 5150 of the California Welfare and Institutions Code.
- To assure a safe and secure environment for all patients, staff and visitors of Doctors Medical Center.
- To ensure that the rights of all patients are followed while administering a 5150 hold, including the rights of the patient with a mental health disorder.

DEFINITION/OVERVIEW:

Section 5150 of the Welfare and Institutions Code states: "When a person, as a result of a mental disorder, is a danger to self or others, or gravely disabled, any of the following persons may, upon probable cause, take the person into custody, and place the person in a facility designated by the County and approved by the California Department of Mental Health as a facility for 72-hour evaluation and treatment." Persons who may take such action include:

- A peace officer
- A member of attending staff of an evaluating facility as defined by regulation (or so designated by the County Mental Health Director)
- Any other professional person designated (certified) by the County.

POLICY:

1. It is the intent of Doctors Medical Center to obtain timely psychiatric evaluation of patients upon initiation of the 5150, according to California State Welfare and Institutions Code 5150, and to follow the policies outlined by Contra Costa County Mental Health Division and DMC's Memorandum of Understanding with the County.

2. Doctors Medical Center, a licensed acute care hospital, does not have a psychiatric license, nor resources to provide ongoing psychiatric care.

3. Doctors Medical Center will follow all policy for the designation of approved individuals as outlined in the Contra Costa County Mental Health document "Instructions for Obtaining 5150 Designation."

4. Emergency Department physicians, hospital psychiatrists, psychologists and licensed clinical social workers that have been authorized by the hospital, designated by the County Mental Health Director, and received the 5150 training, may place a 5150 hold on patients for the purpose of transfer to an appropriate psychiatric facility for ongoing care per the Memorandum of Understanding with the County Mental Health Director.

5. All designated staff authorized under Welfare and Institutions Code 5150 initiating an application for 72 hour hold must adhere to all laws and regulations enacted to protect the rights of mentally disordered patients. These undeniable rights include:
    - The right to treatment services which promote the potential of the person to function independently.
    - The right to dignity, privacy, and humane care.
    - The right to be free from harm, including unnecessary or excessive physical restraint, isolation, medication, abuse, or neglect.
    - The right to prompt medical care and treatment.

6. Every effort must be made to address the language, ethnic, or cultural needs of the patient for whom a 5150 hold is being considered. Absence of language capacity, arrangement should be made for interpreters/translation service.

PROCEDURE:

1. Designated Staff of Doctors Medical Center shall complete the "Application for 72 hour Detention for Evaluation and Treatment" clearly stating the circumstances under which the persons condition was called to their attention, and have probable cause to believe that the person is, as a result of a mental disorder, a danger to self, others, or is gravely disabled.
2. Data collected in determining probable cause includes: reports from family members, current and past psychiatric history, observations from a mental status exam, observation from others, and an estimate of the reliability of all sources of information. Direct observation of dangerous behavior is not required.

   Danger to Self: deliberate intention to injure self or disregard for personal safety to the point where injury is imminent.

   Examples:

   - Intent to commit suicide or bodily harm
   - Gross disregard for personal safety
   - Specific Suicidal Plan
   - Availability of weapons or pills

   Danger to Others: Intent to cause harm to specific individuals or dangerous acts that show gross disregard for the safety of others. This includes threats against others.

   Grave Disability: Inability to provide oneself food, clothing or shelter. Accompanying mental disorder must be suspected. Homelessness/poverty do not count if they are a result of preference, lifestyle or generational history. Generally, the thought process is so impaired, the individual cannot conduct daily functions for living. This individual may also have irrational beliefs about food (they are being "poisoned").
3. Doctors Medical Center Emergency Department Staff is designated to place 5150's on ER patients only. Once the patient has been medically cleared, they are to call CCRMC to transfer patient.

   If the patient cannot be medically cleared in the ED and must be admitted to DMC, the Emergency Department will notify the Nursing Supervisor, who will then notify the Hospitalist, Psychiatric Consultant and Social Service.
4. At the time of placing 5150 hold, the person making such detention must provide advisement (orally) to the patient, as noted on the 5150 form.
5. Once patient has been admitted and psychiatric evaluation has been completed by the Psychiatric Consultant, it is the responsibility of Hospital Social Service to locate a psychiatric facility for transfer of the patient (CCRMC; John Muir Hospital for those who have commercial insurance, etc.)
6. The following documents will be faxed by Social Service upon request for transfer:
   - Face Sheet
   - 5150 Reporting Form Completed
   - History & Physical
   - Chest XRay (no less current than 6 months)
   - Psychiatric Evaluation
   - Medication List
   - Relevant Labs
   - Current Psychiatric Progress Note, if more than 24 hrs. has lapsed since initial evaluation
   - Social Service Assessment

Bed Control Telephone Numbers are as follows:

- Contra Costa County Regional Medical Center (Medical & Uninsured only)
  (925) 346-4243* Fax Documents to: (925) 370-5154
  *This number is in the "Cook Paging System" and you must enter your number and wait for a call back
- Bles Surio Mental Health Utilization Review Coordinator (when no bed is available in Martinez, CCRMC Psychiatry Inpatient)
  (925) 521-5665 Utilization Review Coordinator will authorize services at another facility
- John Muir Medical Center (Commercial Insurance or Medicare)
  (925) 674-4140
- California Specialty Hospital (St. Helena, Vallejo campus)
  (707) 648-2200
- Fremont Hospital
  (510) 796-1100
- John George Psychiatric Emergency (when individual has Alameda County Insurance) must call (510) 346-1433 x 1612.

7. If the 5150 expires and efforts to acquire inpatient psychiatric treatment have been unsuccessful, the patient cannot be held against their will.

   Nursing must advise the patient that they will be leaving against medical advice and may alert the hospital security, as well as the San Pablo Police Department (510) 233-1214.

8. California Code 1799.111:

   Patients arriving without a 5150 hold may be held for up to 24 hours under Code 1799.111, which limits liability to any acute care hospital placing such hold, and also may protect the hospital from any actions of the person upon discharge as long as the following criteria have been met:

   a) The person cannot be safely released from the hospital due to a mental disorder which presents danger to self, others, or is gravely disabled as determined by the staff person designated to make this assessment.

   b) The hospital staff "appropriate licensed mental health professional "have made and documented repeated unsuccessful efforts to find appropriate treatment for the person"

   c) The person is not detained beyond 24 hours

   d) There is probable cause for detention

REFERENCES: (added bullets)

- Contra Costa County Mental Health- 5150 Training Outline
- California State Welfare & Institutions Code: *Section 5150-5157*
- California Health and Safety Code Section 1799.111
- *Detainment for Mental Health Treatment*: Chapter 12 Pgs: 12.1-12.6; California Hospital Association
- Doctors Medical Center Emergency Department Policy #6.20:5150-72 HOUR DETENTION
- Doctors Medical Center Nursing Department: Patient Care- 5150-72 HOUR DETENTION
- The 5150 Process: *A Step by Step Analysis of Involuntary Holds from Initiation through Discharge* California Hospital Association 2006

Responsible for review/updating (Title/Dept)	**Title**	**Dept**

APPROVAL ROUTING SHEET FOR POLICIES AND PROCEDURES

DOCTORS MEDICAL CENTER

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

†TITLE: FOOD+NUTRITION PROC. MANUAL + DIETARY MANUAL	†CHECK ONE: ☐ New ☐ Reviewed ☑ Revised : ☐ Major ☑ Minor
† ☐ Administrative ☐ Clinical ☑ Department FOOD+NUTRITION	
†SUBMITTED BY: F+N	
†NEW POLICY - REASON FOR SUBMISSION: ☐ Change in Law ☐ New Regulation: CMS CDPH TJC Other	
†REVIEWED OR REVISED - SUMMARY OF POLICY / PROCEDURE CHANGES: F+N PROC. MAN = ANNUAL REVIEW DIETARY MANUAL - ANNUAL REVIEW	

	MEETING DATE	APPROVAL
☐ **Manager or Department Director**†	DIETARY'S	7/12
☐ **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:		
☐ **Nursing Department:** ☐ Nursing Practice:		
☐ **Forms Committee** (as applicable)		
☐ **Administrative Policy Review Committee (APRC)**†		
☐ **Executive Leadership**		
☑ **Medical Executive Committee (MEC)** (as applicable)	8/12	8/12
☐ **Board of Trustees** *(automatic from MEC)* *(as applicable)*		

APPROVAL ROUTING SHEET FOR POLICIES AND PROCEDURES

DOCTORS MEDICAL CENTER

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

†TITLE: Procedural Sedation	†CHECK ONE: ☐ New ☐ Reviewed ☑ Revised : ☐ Major ☐ Minor
† ☐ Administrative ☑ Clinical ☐ Department Anesthesia	
†SUBMITTED BY: Anesthesia	
†NEW POLICY - REASON FOR SUBMISSION: ☐ Change in Law ☐ New Regulation: CMS CDPH TJC Other	
†REVIEWED OR REVISED - SUMMARY OF POLICY / PROCEDURE CHANGES: COMPLIES WITH STATE REQUIREMENTS FOR PRE-PROCEDURE ASSESSMENT, PRE-RISK STATUS FOR DIFFICULT INTUBATION, POST PROCEDURE LEVEL OF CONSCIOUSNESS, DEEP SEDATION CRITERIA (CMS)	

	MEETING DATE	APPROVAL
☐ Manager or Department Director†		
☑ Medical Staff Department(s):	ANESTHESIA	8/12
☐ 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:		
☑ Nursing Department: ☐ Nursing Practice:	NURSING	7/12
☐ Forms Committee (as applicable)		
☐ Administrative Policy Review Committee (APRC)†		7/12
☐ Executive Leadership		
☑ Medical Executive Committee (MEC) (as applicable)		8/12
☐ Board of Trustees *(automatic from MEC)* *(as applicable)*		

DOCTORS MEDICAL CENTER

Manual: PATIENT CARE SERVICES	Sub Folder: HOUSEWIDE
Title: **PROCEDURAL SEDATION**	Policy Number: Reviewed: Revised: 08/11; 08/12
Board Approval/Effective Date: 08/11	Page 1 of 9

PURPOSE:
It is the responsibility of every physician engaged in the performance of sedation for procedures to maximize the benefits and safety to the patient. This policy will help establish parameters for physicians, and nurses regarding the ordering and administration of medication to safely accomplish sedation during short-term diagnostic, surgical, or therapeutic procedures.

The same standard of patient care is provided when patients undergo a diagnostic, surgical or therapeutic procedure, in any setting, for any purpose, by any route, using sedation along the continuum described below. Therefore, all staff involved in the ordering, administration and monitoring of patients receiving sedation will have been granted privileges or demonstrated competency in this area.

POLICY STATEMENT:

1. Physician(s) or licensed independent practitioners (LIP) who are not delineated and privileged in the practice of anesthesia may manage patients receiving sedation for procedures (excluding spinals and epidurals) provided they are privileged to do so.
2. Licensed Registered Nurses administering procedural sedation will be under the supervision of a physician who has Procedural Sedation privileges and is physically present during sedation.
3. Patients receiving Procedural Sedation will be monitored and assessed in an appropriate location during and following the procedure by a Licensed Registered Nurse possessing current Procedural Sedation Competency, BLS and ACLS.
4. Sedation for procedures is limited to those locations with the ability to provide the appropriate equipment and personnel for monitoring as specified in this policy.
5. **This policy is intended for sedation during procedures only.**
6. This policy is **NOT** intended for use in pain control, alcohol withdrawal and control of agitation or anxiety, medication given pre-operatively as ordered by an anesthesiologist or for sedation of patients on ventilators.
7. It does not apply to the sole use of local anesthetics given without the intent of sedation for procedures such as: placement of chest tubes, insertion of subclavian catheters, temporary pacemakers, peripherally inserted central catheter lines, pulmonary artery catheters, dialysis access catheters or sutures for minor lacerations.
8. It does not apply to rapid sequence induction for elective or emergent intubation.
9. The goals of sedation are to ensure patient welfare, to effectively manage patient activity and behavior, to produce a positive psychological response to treatment, and to return the patient to within two point of pre-treatment Aldrete scoring prior to discharge.

Definitions:

1. **Minimal Sedation (anxiolysis):** A drug-induced state during which patients respond normally to verbal commands. Although cognitive function and coordination may be impaired, respiratory and cardiovascular functions are unaffected.
2. **Procedural Sedation -** A drug-induced depression of consciousness during which patients respond purposefully to verbal commands, either alone or accompanied by light tactile stimulation. No interventions are required to maintain a patient airway, and spontaneous ventilation is adequate. Cardiovascular function is usually maintained.
3. **Procedural Sedation – Moderate or Deep Sedation/Analgesia:** A drug-induced depression of consciousness during which patients cannot be easily aroused, but respond purposefully following repeated or painful stimulation. The ability to independently maintain respiratory function may be impaired. Patients may require assistance in maintaining a patent airway and spontaneous ventilation may be inadequate. Cardiovascular function is usually maintained.
    a. The vast majority of sedated procedures will be done with procedural sedation.

   b. Moderate or Deep Sedation will be provided only by Anesthesiologists, CRNA, or Appropriately Privileged Emergency Department Physicians or other physicians approved by the Medical Staff.
4. **Anesthesia:** Consists of general anesthesia and spinal or major regional anesthesia. It does not include local anesthesia. General anesthesia is a drug-induced loss of consciousness during which patients are not arousable, even by painful stimulation. The ability to independently maintain respiratory function is often impaired. Patients often require assistance in maintaining a patent airway, and positive pressure ventilation may be required because of depressed spontaneous ventilation or drug-induced depression of neuromuscular function. Cardiovascular function may be impaired.
5. **Sedation:** The use of pharmacological agents (e.g., opioids, hypnotics, etc.) to produce a desirable and useful level of altered consciousness as well as the risk of impaired protective reflexes exist on a continuum as illustrated below:

Level of Consciousness	Awake	Analgesia Anxiolysis	Sedation for Procedures Drug and Dose dependent			General Anesthesia
Protective Reflexes	Present	Present	Procedural sedation Low Risk for Loss	Moderate for loss Moderate Procedural Sedation	High Risk for loss Deep Procedural Sedation	Total Loss

PATIENT ASSESSMENT AND CRITERIA FOR SELECTION

1. Candidates for procedural sedation are those patients who must undergo painful or difficult procedures, where cooperation and/or comfort will be difficult or impossible without pharmacological support through the titration of narcotics and sedatives.
2. Patients must be screened for potential risk factors for any pharmacological agents selected. The decision on which agent to use will be based on the goals of sedation, the type of procedure being performed, and the age and physiologic condition of the patient.
3. Risk Assessment: Patients will be screened by the ordering LIP for risk factors utilizing the ASA Physical Status Classification.
4. Patients considered appropriate for moderate and deep sedation are ASA Class I and Class II.
5. Patients who fall into ASA Class III or Class IV present special problems which may necessitate a consultation by a member of the Anesthesia Department.
   a. It is the responsibility of the physician to select only those patients who can safely undergo the required procedure with the use of procedural sedation.
   b. If the nurse disagrees with classification, Anesthesia personnel will be consulted and agreement among the RN, Anesthesia personnel and LIP on appropriate monitoring and who should be responsible will be determined and agreed upon by those involved.

ASA Physical Status Classification

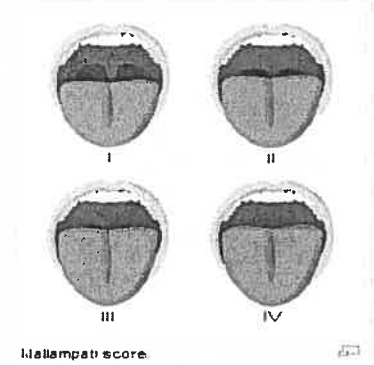
Class I	Normal healthy patient. No organic, physiologic, biochemical, or psychiatric disturbance
Class II	A patient with mild to moderate systemic disturbance: may or may not be related to the reason for the procedure (e.g. controlled hypertension, diabetes, or chronic bronchitis).
Class III	A patient with severe systemic disease that is not incapacitating (e.g. poorly controlled hypertension, heart disease, insulin dependent diabetes, or pulmonary insufficiency).
Class IV	A patient with constant life-threatening systemic disturbance.(e.g. cardiac failure, major organ insufficiency).
Class V	A moribund patient not expected to survive 24 hours with or without intervention.(e.g..intracranial hemorrhage in a comatose state).
E is added	If the procedure is performed as an emergency.

Modified Aldrete Scoring

a. Patients will be assessed pre-, intra and post-procedure using the modified Aldrete Score.
b. All post –sedation patients must have their vital signs return to within 2 points of their baseline score, or be transferred to PACU for recovery.

MODIFIED ALDRETE SCORING		
CRITERIA	ABILITY	SCORE
Activity	Able to move voluntarily or on command : 4 extremities 2 extremities 0 extremities	 2 1 0
Respiration	Able to breathe and cough freely Dyspnea; shallow or limited breathing Apneic	2 1 0
Circulation	BP ± 20 mmHg of pre-sedation level BP ± 20 -50 mmHg of pre-sedation level BP ± 50 of pre-sedation level	2 1 0
Consciousness	Fully Awake Arousable on calling Not responding	2 1 0
O_2 Saturation	Able to maintain O_2 saturation > 92% on room air Needs O_2 to maintain Saturation > 90% O_2 Saturation < 90% even with O_2 supplementation	2 1 0

LIP will conduct Mallampati assessment prior to sedation



MALLAMPATI SCORE

Class I: Full visibility of tonsils, uvula and soft palate
Class II: Visibility of hard and soft palate, upper portion of tonsils and uvula
Class III: Soft and hard palate and base of the uvula are visible
Class IV: Only Hard Palate visible

LOCATIONS FOR PROCEDURAL SEDATION

A. Procedural sedation may be performed only the following areas:
   1. Imaging
   2. GI Lab
   3. Emergency Department
   4. Special Procedure Rooms in Peri-operative Services
   5. Cardiac Catheterization Lab
   6. Intensive Care Units
   7. PACU

B. A single administration of medication in usual and customary doses for the purpose of anxiolysis is not considered procedural sedation and may be performed in any department.

MONITORING AND RESUSCITATION EQUIPMENT

A. The following equipment must be immediately available and patient age appropriate:
   1. Pulse oximeter
   2. Non-invasive blood pressure cuff
   3. Cardiac monitoring equipment
   4. Suction with appropriate suction catheters
   5. Oxygen supply with nasal cannula, self inflating bag and mask
   6. Crash cart and defibrillator (including laryngoscope and blades, endotracheal tubes, oral/nasal airways, anticholinergics, pressor agents, and drug-specific reversal agents) Ability to check ETCO2

Preprocedure Monitoring:

Physical and baseline assessment parameters include, but are not limited to:

- Level of consciousness
- Anxiety level
- Vital signs, including temperature
- Skin color and condition
- Sensory defects
- Current medications and drug allergies
- Relevant medical surgical history including history of substance abuse
- Patient perceptions regarding procedure and moderate and deep sedation
- IV access is established. Fluid type and rate per LIP order
- Supplemental oxygen is administered as necessary

Intraprocedural Monitoring:

- Patient is continually reassessed throughout the procedure.
- Vital signs (EKG, oxygen saturation, heart rate and blood pressure) are recorded every five (5) minutes. Level of consciousness (sedation scale) is recorded every 15 minutes.
- Respiratory frequency and adequacy of pulmonary ventilation are monitored throughout the procedure.Verbal reassurance to patient frequently throughout the procedure.
- Untoward reactions or sudden/significant changes in monitoring parameters should be immediately reported to the LIP.

Postprocedure Monitoring and Discharge Criteria:

Documentation of the Aldrete score will be completed prior to patient discharge. The score must return to within 2 points of the baseline assessment (at a minimum) before the patient may be released from the procedure area. The range is 10 for complete recovery to zero (0) in comatose patients. Evidence that patient has met discharge criteria must be clearly documented in the medical record.

All outpatients who receive sedation for any procedure must be observed and monitored for a minimum of one (1) hour prior to being discharged home. Vital signs (heart rate, respiratory rate and blood pressure) are recorded at 15-30 minute intervals.

Discharge Home
Medical Staff approved discharge criteria includes:

- Completion of Aldrete score
- Ability to ambulate consistent with baseline assessment
- Ability to demonstrate a gag reflex
- Ability to retain oral fluid, as appropriate to LIP orders
- Pain minimal
- Ability of patient and home care provider to understand all home care instructions
- Written discharge instructions given to patient/family
- Concurrence with prearrangements for safe transportation including discharge to the care of a responsible adult. The patient may not drive self home.

Return to Patient Care Unit:
All in-patients who receive sedation for any procedure will have vital signs (heart rate, respiratory rate and blood pressure) monitored every 15-30 minutes until criteria is met in the recovery area. The patient may then be returned to their specific unit, where monitoring is continued as per that unit's nursing standard. Patients who do not reach the discharge criteria or pre-assessment level may be transferred to PACU at the direction of the physician to continue recovery.

Specified Departments:

- Surgery
- Anesthesia
- Outpatient Surgery/GI Laboratory
- Imaging/Radiology
- Emergency Department
- Intensive Care
- Cardiopulmonary

Outcomes from patients undergoing procedural sedation will be collected for measurement and analysis, and reported as a component of the organization-wide performance improvement program. Evaluation of patient outcomes will be utilized in an effort to identify opportunities to improve the use of procedural sedation throughout the institution.

REFERENCES:

The Joint Commission, Patient Care 13.20; Patient Care 13.30

Responsible for review/updating (Title/Dept)	Title	Dept

BENZODIAZEPINES FOR SEDATION/HYPNOSIS/AMNESIA - ADULT AND PEDIATRIC

Drugs	Route	Onset (minute)	Duration (hours)	Usual Adult Dosage for Conscious Sedation (Over 14 yo)	Usual Geriatric Dosage for Conscious Sedation (Over 60 yo)	Usual Pediatric Dosage for Conscious Sedation (Under 14 yo)	Comments, Cautions, and Side Effects
Diazepam *(Valium)*	PO	30 to 60 minutes	≤ 3 hours	0.13 mg/kg/dose or 10 mg/70 kg/dose **Max dose:** 20 mg/70 kg	0.1 mg/kg/dose OR: 7 mg/70 kg/dose **Max dose:** 10 mg/70 kg	0.2-0.3mg/kg po 45-60min prior to procedure. **Max dose:** 10mg	Use lower doses with concomitant use of opiate agonists or CNS depressants. May cause resp. depression; hypotension; local irritation IV; Avoid injection into small vein; May reverse with Flumazenil
5 mg/ml inj. Do not dilute	IV	1 to 5 minutes	20-30 minutes	1.25 to 2.5 mg over >1 to 2 minutes; MR q 2 to 5 minutes, OR: 5 to 15 mg/dose; **Max rate:** 5 mg/minute **Max:** 20 mg/70 kg total OR: 10 mg/70 kg if also using narcotic/opiate	1 to 2 mg over 1 to 2 minutes; MR q 2 to 5 minutes OR: 5 mg/dose; **Max rate:** 5 mg/minute **Max:** 10 mg total OR: 5 mg if also using narcotic /opiate	0.05-0.1mg/kg over 3-5min. Do not exceed **Max** rate 1 to 2 mg/ minute **Max:** Up to 0.25 mg/kg (up to max adult dose)	Incomplete and erratic absorption via IM route. Avoid injection into small vein, or intra-arterial administration Hepatic or renal impairment may prolong effects
Lorazepam *(Ativan)*	PO	30 to 60 minutes	8-12 hours	1-2mg po 1 hour prior to procedure **Usual Dose:** 1-2mg **Max:** 3mg	0.043 mg/kg/dose; or 3 mg/70 kg/dose **Max:** 0.06 mg/kg OR: 4 mg/70 kg	Usual dose: 0.05mg/kg Range: 0.02-0.09mg/kg	See notes and cautions as for Diazepam above Hepatic imp. may prolong effects * For IV, dilute w/equal volume of NS/D5W or SWI.
	IM	30-60 minutes	8-12 hours	0.043 mg/kg/dose or 3 mg/70 kg/dose **Max:** 4mg	0.03 mg/kg/dose; or 2 mg/70 kg/dose **Max:** 0.043 mg/kg OR: 3 mg/70 kg	Usual dose: 0.05mg/kg Range: 0.02-0.09mg/kg	
4 mg/ml inj. *Dilute for IV*	IV	15-30 minutes	8-12 hours	0.044 mg/kg/ dose 15-20 min prior to procedure **Max rate:** 2 mg/minute **Max:** 2mg	0.03 to 0.044 mg/kg/dose **Max rate:** 2 mg/minute **Max:** 2mg	0.01-0.03mg/kg dose, MR q20min to desired effect **Max:** 4mg	Avoid intra-arterial administration or extravasation
Midazolam *(Versed)*	INTRA-NASAL	4-8 minutes	18-41 minutes	_____	----------	0.2 to 0.5 mg/kg 10-20 minutes prior to procedure **Max:** 10 mg/ dose or 5mg/nare	See notes and cautions as for Diazepam above
1 mg/ml inj. May be diluted	IM	5 to 15 minutes	2 to 6 hours			***IM:*** 0.1-0.5mg/kg 30-60min prior to procedure RANGE: 0.05-0.15mg/kg Max dose: 10mg	Monitor for respiratory depression.
	IV	1 to 5 minutes	0.5 to 1 hour	**IV:** Initial: 0.5-2mg slow over 2 minutes, titrate effect by repeating dose every 2-3minutes as needed. **Max total dose:** 5mg	**IV:** Initial: 0.5mg slow IV, NTE: 1.5mg in 2 minutes. MR 1mg IV over 2 minutes, wait 2 minutes to evaluate. **Max total dose:** 3.5mg IV: Give slowly over 2 minutes.	***IV:*** ***Age 6 mos to 5 yrs:*** 0.05 to 0.1 mg/kg/dose**; total dose of 0.6mg/kg may be required; **Usual total Max dose = 6 mg** ***Age 6 to 12 yrs:*** 0.025 to 0.05 mg/kg; total dose of 0.4 mg/kg may be required; **Usual total Max dose = 10 mg** ***Age over 12 yrs:*** Dose as adults, MR doses in 5 to 10 minute intervals; **Usual total Max dose = 10mg; IV:** Give slowly over 2 to 3 minutes	Consider individual patient variation. Recommend decrease dose OR other CNS depressant agents concomittantly. Hepatic impairment may prolong effects. 3 to 4x more potent than diazepam. Titrate doses carefully in children

OPIATE AGONISTS/NARCOTICS FOR SEDATION - ADULT AND PEDIATRIC

Drugs	Route	Onset (minute)	Duration (hours)	Usual Adult Dosage for Conscious Sedation (Over 14 yo)	Usual Geriatric Dosage for Conscious Sedation (Over 60 yo)	Usual Pediatric Dosage for Conscious Sedation (Under 14 yo)	Comments, Cautions, and Side Effects
Fentanyl *(Sublimaze)* 50 mcg/ml inj. May be diluted	IM	7 to 15 minutes	1 to 2 hours	25 to 100 mcg/ dose; and MR with 12.5 to 50 mcg q 3 to 5 minutes PRN x5 doses total up to Max dose	25 to 100 mcg/dose; OR 0.5 to 1 mcg/kg/dose; MR with 12.5 to 50 mcg q 3 to 5 minutes PRN x5 doses total up to Max dose	***Age 1 to 12 yrs:*** 0.5-2 mcg/kg/dose given 3 minutes prior to procedure; MR q 1-2hrs **Max dose** = 2 to 3 mcg/kg depending on age ***Age over 12 yrs:*** 0.5- 2 mcg/kg/dose; (maximum: 50mcg/dose) MR q 5 minutes with up to 25 mcg x 5 doses **Max Total:** 300mcg IV: give over 2 to 5 minutes Reduce to 1 mcg/kg/dose with benzodiazepines	Monitor BP, RR, HR, O_2 Saturation, bowel sounds, abd. distention. May cause resp. depression; vasodilation, hypoventilation; bradycardia Effects potentiated by sedatives May reverse with naloxone Hepatic impairment may prolong effects Resp. depressant effects may last longer than analgesic effect Rapid injection IV may produce skeletal and thoracic muscle rigidity
	IV	2-3 minutes	Almost im-mediate	IV: 0.5-1mcg/kg every 2 minutes until desired an appropriate level of sedation and analgesia is achieved **Max total dose:** 5mcg/kg or 250mcg	IV: give over 2 to 5 minutes **Max total dose**: 2 mcg/kg or 100mcg		
Hydromorphone *Dilaudid)* 1 to 4 mg/ml May be diluted	IM	30 minutes	5 hours	0.8-1mg ;USUAL DOSE: 1-2mg	0.02 mg/kg/ dose; OR e.g. 1.5 mg/ 70 kg/ dose	----------	See comments and cautions for Fentanyl above 1 mg of Hydromorphone is equal to 6.66 mg of Morphine.
	IV	15 minutes	4 hours	0.2-0.6mg/dose Caution: Max conc. 4 mg/ml IV: give over 3 to 5 minutes	1 to 3 mg/70 kg/dose Caution: Max conc. 4 mg/ml IV: give over 3 to 5 minutes	0.015mg/kg/dose	
Meperidine *(Demerol)* 25 to 50 mg/ml May be diluted	IM	15 to 60 minutes	2 to 4 hours	50-150mg	Avoid use in patients over 65 yo	1 to 2 mg/kg/dose (up to max adult dose)	See comments and cautions as for Fentanyl above
	IV	5 minutes	1 to 4 hours	12.5 to 25 mg/dose MR in 10 to 25 mg increments every 2 to 15 minutes up to **Max total dose** 2 mg/kg IV: give over 3 to 5 minutes	Avoid use in patients over 65 yo	0.5 to 1 mg/kg/dose IV, give over 3 to 5 minutes; MR up to **Max total dose** 1 mg/kg (up to max adult dose)	Avoid use in patients over the age of 65 or with renal impairment which causes accumulation of active metabolite nor-meperidine Avoid use in patients with history of seizures and renal failure
Morphine 4 mg/ml May be diluted	IM SubQ	10 to 30 minutes	3 to 5 hours	5-10mg	0.1 mg/kg/dose; OR e.g. 7 mg/70 kg/dose	0.05 to 0.2 mg/kg/dose MR q 5 minutes **Max dose**: 0.1 to 0.2 mg/kg (up to max adult dose)	See comments and cautions as for Fentanyl above
	IV	1 to 5 minutes	3 to 5 hours	1 to 5 mg/dose; MR q 5 min up to a total of 0.1 to 0.15 mg/kg (or 15 mg) IV: give over 3 to 5 minutes	1 to 2 mg/dose; MR in 5 minutes up to a total of 0.1 mg/kg or 10 mg IV: give over 3 to 5 minutes		

ADDITIONAL MEDICATIONS USED FOR PEDIATRIC PATIENTS (Emergency Room)							
Drugs	**Route**	**Onset (minute)**	**Duration (hours)**	**Usual Adult Dosage for Conscious Sedation (Over 14 yo)**	**Usual Geriatric Dosage for Conscious Sedation (Over 60 yo)**	**Usual Pediatric Dosage for Conscious Sedation (Under 14 yo)**	**Comments, Cautions, and Side Effects**
Ketamine *(Ketalar)*	Note: Restricted to use by Anesthesiologist, or Emergency Department.						

REVERSAL AGENTS							
Drugs	**Route**	**Onset**	**Duration**	**Usual Adult Dosage**	**Usual Pediatric Dosage**	**Reversal Agent For:**	**Comments**
Flumazenil *(Romazicon)* 0.1 mg/ml	IV	1 to 2 minutes	20 minutes to 2 hours	0.2 mg over 15 seconds; MR q 1 min., up to 1 mg total **Max:** 3 mg in 1 hour to reverse sedation May not adequately reverse hypoventilation if using for overdose situation, dosing amounts may be more aggressive (see product literature)	0.01 mg/kg/dose; MR q 1 min, up to 0.1 mg/kg, or 1 mg total Dosing in Peds has not been well established	Benzodiazepines: Diazepam (Valium), Lorazepam (Ativan), Midazolam (Versed)	Caution: patients on benzodiazepines for seizure control or patients physically dependent on benzodiazepines Avoid extravasation May need to redose in 20 minutes if re-sedation occurs Following use, patient should be observed as follows: Versed : 2 hours Valium/Ativan: 4 hours
Naloxone *(Narcan)* 400 mcg/ml	IV	2 minutes	30 to 90 minutes	0.1 to 0.4 mg; MR q 2 to 3 minutes to reverse sedation and hypoventilation	0.005 to 0.01 mg/kg/dose; **MR** q 2 to 3 min. **< 5 yo: max total** 0.1 mg/kg **> 5 yo or 20 kg : usual max total** 0.2 mg/kg	Narcotics: Fentanyl, Meperidine, Morphine	May need to re-dose prn for "longer acting" narcotics on board

Note: Document all dosages exceeding recommended maximums on PI Worksheet for Moderate/Deep Sedation

OTHER SEDATIVE AGENTS

Drugs	Route	Onset	Duration	Usual Adult Dosage for Conscious Sedation (Over 14 yo)	Usual Geriatric Dosage for Conscious Sedation (Over 60 yo)	Usual Pediatric Dosage for Conscious Sedation (Under 14 yo)	Comments, Cautions, and Side Effects
Propofol *(Diprivan)* 10 mg/ml	IV	30 to 60 seconds from bolus (Depends on Dose)	3 to 10 minutes (Depends on dose and rate of admin.)	Initiation: 0.5 to 1.5 mg/kg slow IV as single dose **over 3 to 5 minutes** Maintenance: Slow IV infusion: 25 to 75 mcg/kg/minute or incremental bolus doses of 10 to 20 mg. **Max total dose:** will vary according to specific clinical situation	Initiation: **Use similar doses for healthy adults, but avoid rapid IV boluses** Maintenance: Slow IV infusion 20 to 60 mcg/kg/minute **(80% of healthy adult dose)** **DO NOT USE BOLUS on elderly patients** **Max total dose: will vary according to specific clinical situation**	Not recommended for monitored anesthesia care sedation in children	Administration: Use large vein (forearm or ante-cubital fossa) to prevent pain on bolus. May pre-administer Lidocaine 1% 1ml prior to bolus for pain prevention. Do not use filter less than 5 micron pore size for administration. **Shake well before use**; discard 6 hours after transfer into syringe. Do not use if evidence of separation of emulsion. Contains soybean oil, egg phosphatide and glycerol, generic product contains sulfites. Use Geriatric dosage guidelines for debilitated, neurosurgical or ASA III or IV patients. May cause hypotension and respiratory depression, including apnea. Propofol is a negative inotrope and chronotrope. Bradycardia may respond to Atropine. Absolute contraindications: hypersensitivity to propofol or any component of preparation, pregnancy and patients who are nursing infants. Relative contraindications: severe cardiac disease, history of epilepsy or seizures, increased intracranial pressure, or impaired cerebral circulation, hyperlipidemia (increased serum triglycerides or serum turbidity), hypotensive, hypovolemic, hemodynamically unstable, or abnormally low vascular tone (e.g. sepsis).
Etomidate *(Amidate)* 2 mg/ml	IV	Less than 1 minute	5 to 8 minutes	0.1 to 0.3 mg/kg over 30 to 60 seconds **Max total dose:** will vary according to specific clinical situation and must be individualized in each case. Up to 0.6 mg/kg has been used without adverse cardiac or circulatory effect.	Same dosage recommendation as for Adult	Children 10 years and older: use adult guidelines. There are inadequate data to make dosage recommendations for patients below the age of 10 years; therefore, such use is **not** recommended.	May cause adrenal suppression, nausea, vomiting on emergence from anesthesia, local pain at injection site, myoclonus, transient skeletal movements, uncontrolled eye movements, produces EEG burst suppression at high doses Cardiac and blood pressure monitoring required. Formulations may include propylene glycol Contraindicated in known hypersensitivity to etomidate or any component of the formulation. Fentanyl may decrease Etomidate elimination. Verapamil may increase the anesthetic and respiratory depressant effects of Etomidate.

References:
1. Lexi-Comp Drug Information Handbook, accessed online 2012.
2. Lexi-Comp Geriatric Drug Handbook, accessed online 2012.
3. Lexi-Comp Pediatric Dosage Handbook, accessed online 2012.
4. Clinical Pharmacology, Gold Standard Media, accessed online 2012.

POLICY AND PROCEDURE MANUAL

FOOD AND NUTRITION SERVICES

TABLE OF CONTENTS

DOCTORS MEDICAL CENTER

MEDICAL EXECUTIVE COMMITTEE
CREDENTIALS REPORT TO THE BOARD

JULY 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 (07/26/12) and the Medical Executive Committee (08/13/12).

CREDENTIALS REPORT TO THE BOARD JUNE 2012	
INITIAL APPOINTMENTS	
NAME	***DEPARTMENT/SPECIALTY***
Kim, Dong MD	Medicine/Family Practice/Radiology
REAPPOINTMENTS	
Banks, Norman, MD	Medicine/Family Practice /Family Practice
Cecchi, Gary, MD	Medicine/Family Practice /Hematology
Corona, Mario, MD	Medicine/Family Practice /Nephrology
Hauck, Brian, MD	Medicine/Family Practice /GI
Irwin, David, MD	Medicine/Family Practice /Hematology
Maher, Terry, MD	Medicine/Family Practice /Nephrology
Patel, Swati, MD	Medicine/Family Practice /Nephrology
Tanner, William	Medicine/Family Practice /Radiology
Tebben, Josie, MD	Medicine/Family Practice /Nephrology
Wong, Samuel, MD	Medicine/Family Practice /Nephrology
Schaffer, Gerald, MD	Medicine/Family Practice /GI
Cabayan, Vatche, MD	Surgery/Orthopedic Surgery
Jacka, Ciaran, DPM	Surgery/Orthopedic Surgery
Seslar, Jon-Paul, DPM	Surgery/Podiatry
Woon, West, MD	Surgery/Anesthesia
RESIGNATIONS	
Ragland, Karen, MD	Medicine/Family Practice /Radiology
Katherine Wilkens, PA-C	Medicine/Family Practice /ER Physician Assistant
Silas Patlove, PA-C	Medicine/Family Practice / ER Physician Assistant