

October 24, 2012

### VIA ELECTRONIC MAIL AND HAND DELIVERY

Amha Selassie, Director, State Health Planning and Development Agency 899 North Capitol Street, NE 2nd Floor Washington, DC 20002



Re:

MedStar Health, Inc. o/b/o

MedStar Georgetown University Hospital

Certificate of Need Application

Registration #12-3-9

Dear Mr. Selassie:

Enclosed for filing, please find the original and three copies of the Certificate of Need application of MedStar Health, Inc. o/b/o MedStar Georgetown University Hospital ("MGUH")/Lombardi Comprehensive Cancer Center ("LCCC"). We submit this application for review in the November review cycle for radiation therapy services.

As part of the application, MGUH is also submitting an Exhibit Notebook and a Proton Beam Therapy Articles Booklet. We trust that these supplemental materials will assist you in your review of our CON application.

All at MedStar are excited about the prospect of introducing this cutting edge technology at MGUH/LCCC. We look forward to working with you and SHPDA Staff throughout the course of your review of this project. Please do not hesitate to call me if you have any questions about this application.

Sincerely,

Kathleen M. Stratton

Counsel for MedStar Health, Inc. o/b/o MedStar Georgetown University Hospital/Lombardi

Comprehensive Cancer Center

CC:

Kenneth A. Samet Joy Drass, M.D. Eric Wagner Richard M. Goldberg, M.D. Oliver Johnson Kerry M. Richard Linda Winger Regina Knox Woods Clarence Brewton

RECEIVED OCT 2 4 2012 DISTRICT OF COLUMBIA
DEPARTMENT OF HEALTH
STATE HEALTH PLANNING AND DEVELOPMENT AGENCY
899 North Capitol Street, NE
WASHINGTON, DC 20002

### APPLICATION FOR CERTIFICATE OF NEED Registration No. 12-3-9

Establishment of a Proton Therapy Service at MedStar Georgetown University Hospital (MGUH) / Lombardi Comprehensive Cancer Center (LCCC)

October 24, 2012

### DISTRICT OF COLUMBIA DEPARTMENT OF HEALTH STATE HEALTH PLANNING AND DEVELOPMENT AGENCY 899 North Capitol Street, NE WASHINGTON, DC 20002 (202) 442-5875

Date Received:
Deadline for Performance of
Completeness Review:
Fee Form Received:

FOR SHPDA USE ONLY

### APPLICATION FOR CERTIFICATE OF NEED Registration No.12-3-9

### APPLICANT'S SUMMARY INFORMATION

### PART ONE--QUANTITATIVE INFORMATION

- 1. Project Title: Establishment of a Proton Therapy Service at MedStar Georgetown University Hospital (MGUH) / Lombardi Comprehensive Cancer Center (LCCC)
- 2. Brief Projection Description: This project involves the acquisition and installation of a Mevion Proton Clinical System and construction of a vault and related spaces for the proton beam therapy system.
- 3. Applicant's Name and Mailing Address: MedStar Health, Inc. on behalf of MedStar Georgetown University Hospital; 5565 Sterrett Place, Columbia, MD 21044
- 4. Name of Facility Operator (if different than #3) MedStar Georgetown University Hospital, 1 Main, Hospital Administration, 3800 Reservoir Rd, NW, Washington, DC, 20007
- 5. Address of Facility(s) where service is to be provided (if different than #3): 3800 Reservoir Road, NW, Washington, DC, 20007
- **6.** Applicant's Chief Executive Officer or Administrator: Kenneth A. Samet, CEO, MedStar Health / Richard M. Goldberg, M.D., President, MedStar Georgetown University Hospital.
- 7. Project Representative: Person to whom questions should be addressed (not the person identified in response to question six unless that person prepared the application):

Kathleen M. Stratton Crowell & Moring LLP 1001 Pennsylvania Avenue Washington D.C. 20008 202-624-2723

8. F	acility	's Medicare Provider Number: 090004
9. F	acility	's Medicaid Provider Number: 0100040
10. 0	Catego	ory of Submission (check as applicable)
	A.	Qualifying Capital Expenditures and Acquisitions:
	X	<ul> <li>(a) Capital expenditures over \$2,500,000;</li> <li>(b) Other acquisitions (by lease, donation, etc.) of value over \$2,500,000;</li> <li>(c) Capital expenditure for major medical equipment over \$1,500,000;</li> <li>(d) Other acquisitions (by lease, donation, etc.) of major medical equipment that has a fair market of value over \$ 1,500,000;</li> </ul>
	В.	Capital expenditure in any amount to:
		<ul> <li>(a) Increase beds (as regulated by law);</li> <li>(b) Decrease beds (as regulated by law);</li> <li>(c) Relocate beds (as regulated by law);</li> <li>(d) Redistribute beds among categories;</li> <li>(e) Provide a new service; or</li> <li>(f) Terminate a service.</li> </ul>
	C.	Acquisition by individual provider or group practice of major medical equipment.
	D.	New institutional health service:
		<ul> <li>(a) New health care facility;</li> <li>(b) New home health service;</li> <li>(c) Other service not offered by the applicant on a regular basis within 12 months of the proposed offering date;</li> <li>(d) Increase, decrease or relocation of renal dialysis stations; or</li> <li>(e) Acquisition of facility or equipment previously acquired under HMO exemption.</li> </ul>
11.	Туре	of facility (check most appropriate)
	Hos	spital (applying for inpatient services) (Specify license type)
		(1.) General license (2.)Special license (specify type)
<u>X</u>	B. C. D. E. F. G. H.	Hospital (applying for outpatient services) Skilled Nursing Facility HMO Other Ambulatory Health Facility (free-standing) Home Health Agency (free standing) Ambulatory Surgical Facility Other, specify:

Certi	icate of Need Application #12-3-9 Proto	n Therapy System at MedStar Georgetown Universit
12.	Ownership of Facility:	
	A. All Proposals:	
	X (a) Non-Profit (b) Profit (c) Government	
	B. HMO Proposals: (Complete this application o Consult with SHPDA staff for details.)	nly if the project is not exempt.
(b)	C. Type of Ownership:  (a) Public Individual Owner Partnership (attach certified copy of partnership attach certified copy of corporation (attach certified copy of corporation; if affiliated with other corporation).  Exhibit.) See Exhibit #1, MGUH Incorporation	porate charter and articles of porations, explain relationship in an
13.	Do you claim eligibility for:	
	Expedited Review - No	
BAS	IS OF SUBMISSION	
CAP	ITAL EXPENDITURES	
14.	Cost for Pre-development (includes site acquisition and engineering fees, cost of permits, etc.)	n cost, site preparation cost, architect \$1,205,000
15.	Project Financing Costs and Other Cash Require	ments:** N/A
	A. Loan Placement Fees  B. Bond Discount  C. Legal Fees, Printing, etc.  D. Consultant Fees  E. Liquidation of Existing Debt  F. Debt Service Reserve Fund  G. Principal Amortization Reserve Fund  H. Capitalized Construction Interest (Net)  I. Other (Specify)	
	** MedStar generally funds major capital projects we new debt, and philanthropy. MedStar currently unrestricted cash and investable assets, which work organization could at a future date refinance these credit rating from Moody's Investors Service. At this there will be sufficient investor interest in a tax-expanded we choose to refinance the project in the future.	holds approximately \$1.3 billion in all be used to fund the project. The e capital costs. MedStar has an A2 s rating level, it can be expected that cempt debt financing for this project

TOTAL.....\$0

16.	Phy	ysical Plant Costs (Estimate)			
	B. C. D.	Construction of New Facility Expansion of Facility Renovation of Facility Replacement of Facility Lease of Existing Facility (a) Fair Market Value if Purchased (b) Annual Lease Cost* (c) Number of Years:	\$ \$ \$ \$	6,580,000 1,000,000	   
		*Do not include in the total for Ques	stion 10	6.	
	F.	Other Acquisition of Existing Facility			
		(a) Fair Market Value of Facility (b) How acquired?	\$		_
		<ul><li>(i) Simple purchase;</li><li>(ii) Stock transfer;</li><li>(iii) Donation;</li><li>(iv) Other (specify)</li></ul>			_
	G.	Closure of facility	\$		_
	н.	Other (specify) Furniture, computers	\$	460,000	-
hous	se the prehe	truction costs associated with this prepriete proton system and renovation of an ensive Cancer Center for patient treaters.	existiı tment.	ng area within L	ombardi
		OTAL		\$ 8	3,040,000
17.	Equ	ipment Costs (check all that are application	able)		
	Α.	Type of Acquisition			
	X	<ul><li>(a) New</li><li>(b) Replacement</li><li>(c) Addition to Current Equipment of Sa</li></ul>	ıme Ty	ре	
	В. Н	ow Acquired			
	<u>X</u>	(a) Purchased: Total Purchase Cost (b) Leased (through a management se	rvice co	ontract)	\$22,000,000
		<ul><li>(i) If leased, enter Fair Market Valu</li><li>(ii) Lease Cost*</li><li>(iii) Number of Years</li></ul>	ie	\$ \$ 	
		*Do not include in the total for Que	stion ′	17.	
		(c) Donated (if donated, give fair marke	t value	) \$	
	T				¢22.000.000

### 18. Costs Related to Change in Service Including Required Staff Training and Related Travel, etc.

### A. Type of Change in Service

(a)	New Service	\$
(b)	Expansion	\$
(c)	Reduction	\$
(d)	Termination	\$
(e)	Consolidation	\$
(e)	Relocation	\$
(g)	Other (specify)	\$89,000

### **Explain Costs Briefly:**

Proton beam therapy will be a new technology at MGUH. Existing as well as new clinical and technical staff will require education and training on how to operate this complex equipment. This number reflects the anticipated cost of these education and training services.

TOTAL.....\$89,000

### 19. Contingency Costs

Due to the potential complexity of the site utilities requiring relocation, and the relatively limited construction experience presented by the Mevion Proton Therapy technology, the construction contingency was set at approximately 10% of the anticipated construction cost.

\$ 755,000

### 21. Beds and Changes in Beds

Category of Beds	A. # of Beds Two Years Before	B. Current # of Beds	C. # of Beds at Completion	D. Net Change B to C	E. Net Change A to C
Med/Surg	339	339	339	<u>-</u>	-
ICU/Coronary Care	74	74	74	_	-
OB/GYN (GYN)	62	62	62	-	-
OB/GYN Swing	0	0	0	-	-
Normal and Interm Neonatal	24	24	24	-	-
NICU	50	50	50	-	-
Pediatrics	46	46	46	-	_
Psychiatric	14	14	14	-	-
Alcohol/Chemical Dependency	- `	_	-	-	-
Rehabilitation	-	-	-	-	-
Extended Acute Care	-	-	-	-	-
Med/Surg-Skilled Nursing Swing	-	-	-	-	-
SNF	-	-	-	-	-
Intermediate Care	-	-	-	-	-
TOTAL Number of Licensed Beds	609	609	609	-	-

### 22. Geographic Area to be Served

See Exhibit #2, Service Area Map.

It is estimated that ninety percent of the patients treated will come from the Washington metropolitan area. Our current cancer patients reflect a majority of our patients coming from the District of Columbia, Princes Georges County, Montgomery County, and Fairfax County.

- 23. Location of the Project and Site Ownership:
  - A. Site Address: 3800 Reservoir Road, NW, Washington, D.C.
  - B. Describe Site:
  - C. Is the Site Properly Zoned:
  - X (a) Yes
    - (b) No. If no, attach statement of zoning status.
  - **D.** (a) Site Title Held By Applicant:
    - (i) Yes. If yes, state date acquired.
      If acquired after February 28, 1978, value when acquired\*

      No.
    - (b) Option to Purchase Held by Applicant:
      - (i) Yes. If yes, state date acquired
        - (aa) Date Option Expires
        - (bb) Terms of Option (attach additional sheets if necessary)
      - (ii) No.
  - E. Leasehold Interest for <u>98</u> Years. (On July 1, 2000, MedStar acquired from Georgetown University, a 98-year leasehold interest covering the building and ground surrounding the LCCC.)
  - F. Renewable Lease: Renewable Every \_\_\_\_\_ Years.
  - G. Other (specify)

\*If site was acquired between February 28, 1978 and September 28, 1982 and the site value was more than \$150,000 when acquired or if the site was acquired on or after September 29, 1982 and the value was more than \$600,000 when acquired, attach a statement regarding whether a Certificate of Need was issued for the site acquisition.

24. Project Target Dates (may be expressed in terms of months following issuance of a Certificate of Need)

Financing Commitment	N/A
B. Bid Advertising	January 2013
C. Contract Award	March 2013
D. Beginning Construction	March 2013
E. Complete Construction	March 2014

**F.** Project Completion 12 Months Following CON Approval

### 25. Anticipated Types of Funding (check all that apply)

- A. Non-Federal
  - (a) Tax-Exempt Bonds
- X (b) Other Non-Federal Funds
- A. Federal (specify source) \_\_\_\_

### 26. Source of Funds for Proposed Project

Indicate the source of funds for the proposed project (grant, loan, savings, securities, etc.). Attach confirmation of loans, grants, etc. received. Attach discussion of contingency plans if grants, loans, etc., applied for are not received.

Source of Funds	A. Total Amount of Funds (Cols. B+C+D)	B. Funds In Hand	C. Funds Assured But Not In Hand	D. Funds Proposed or Requested Only
A. Cash (Retained Earnings)	\$32,089,000	\$32,089,000		
B. Income from Future Operations	\$			\$
C. Pledges	\$			\$
D. Less Allowance For     Uncollectible Funds	(\$ )			\$
E. Gifts and Bequests	\$	\$	\$	
F. Interest Income	\$	\$	\$	
G. Bonds (See Question 28)	\$	\$	\$	\$
H. Mortgage (See Question 28)	\$	\$	\$	\$
I. Loans (See Question 28)			\$	\$
J. Grants and Appropriations				
(a) Federal	\$	\$	\$	\$
(b) D.C. Government	\$	\$	\$	\$
(c) Other (see explanation below)	\$	\$	\$	\$
(d) Other (specify)	\$	\$	\$	\$
TOTAL	\$32,089,000	\$32,089,000	\$	\$

### 27. Complete the following for all borrowings (See Question 27 G, H and I). N/A

Lender/Bond Issue	Amount	Rate of Interest	Annual Payment	Maturity Date
А				
В.				
C.	\$	%	\$	
D.	\$	%	\$	
E.	\$	%	\$	
F.	\$	%	\$	

Attach a statement specifying any condition(s) imposed or to be imposed by the lender, if any.

### 28. Revenue-Entire Facility

				Current Year Projection	First Two Years After Project Completion	After Project etion
	FY 2010	FY 2011	FY 2012	FY 2013	FY 2014	FY 2015
A. Inpatient Services	941,633,440	982,437,214	1,043,739,496	1,113,275,610	1,215,303,290	1,323,314,294
B. Outpatient Services	567,469,832	609,684,998	671,891,053	746,168,189	801,096,281	874,272,819
Outpatient Professional Revenue	298,294,929	315,176,554	328,947,865	346,705,033	335 688 605	345,193,209
C. Total Patient Service Revenues	1,807,398,201	1,907,298,766	2,044,578,414	2206,148,832	2,352,088,176	2,542,780,322
D. Allowance for Bad Debt	1	1		40,455,093	48,535,222	51,466,379
E. Contractual Allowances	1,052,524,853	1,120,239,949	1,221,358,951	1,330,249,118	1,450,264,408	1,594,844,313
F. Allowance for Free Care and Indigent	11,722,509	12,647,340	15,281,366	16,074,247	14,160,435	15,395,710
G. Allowance for Prof or Adm Courtesy or Other	13,726,112	17,288,187	23,340,733	21,205,172	21,929,057	23,517,462
H. Net Patient Service Revenue	729,424,727	757,123,290	784,597,364	798,165,202	817,199,054	857,556,458
I. Other Revenues	52,477,879	51,559,327	51,525,550	46,345,894	47,109,562	48,154,178
J. Total Revenues	781,902,606	808,682,617	836,122,914	844,511,093	864,308,616	905,710,636

Question 29. Expenses, Entire Facility						
	Three Most	Three Most Recent Fiscal Years	rears	Current Year Projection	First Two Years Afte Completion	First Two Years After Project Completion
Operating Expenses	FY 2010	FY 2011	FY 2012	FY 2013	FY 2014	FY 2016
Salaries and Benefits	376,474,371	390,054,951	405,894,421	425,675,660	424,468,222	439,135,869
Supplies	130,653,486	137,176,164	136,657,864	144,512,540	146,186,177	155,369,094
Purchased Services	65,121,379	66,812,972	64,074,982	65,854,875	69,121,580	71,455,013
Facilities - Utilities	24,999,769	25,059,364	27,293,405	29,484,307	30,979,998	35,133,704
Risk Management	24,895,400	19,695,932	23,657,085	24,690,809	25,298,643	27,479,255
Other Operating	50,314,301	54,037,773	57,485,610	63,456,798	70,103,611	75,578,627
Bad Debt	29,563,542	36,791,028	40,267,621			
Total Operating Expenses before Depreciation and Interest	702,022,248	729,628,184	755,330,988	753,674,989	766,158,231	804,151,562
Depreciation and Amortization	26,730,762	27,737,561	29,871,052	31,481,811	36,324,118	36,389,746
Interest Expense	7,649,547	7,647,299	8,667,882	8,461,019	8,633,144	8,463,573
Total Expenses	736,402,557	765,013,044	793,869,922	793,617,819	811,115,493	849,004,881

### 30. Total facility patient mix by payment type (base these percentages on number of patients, not of percent of revenues):

	Most Recent Audited Year <u>FY 2012</u>	% of Patients, Projected First Year of Operation <u>FY 2014</u>
A. Medicare Patients	31.1	31.1
B. Medicaid Patients	6.9	6.9
C. Blue Cross Patients	28.3	28.3
D. Other Insurance Patients	1.3	1.3
E. HMO Patients*	28.6	28.6
F. Self-Pay Patients	.3	.3
G. Free Care Patients	.9	.9
H. Other Patients	2.0	2.0
I. Worker's Compensation	0.6	0.6
TOTAL (A through H)	100%	100%

### 31. Revenue Sources (total facility)

·	PERCENTAGE	OF REVENUES
	Most Recent Audited Year FY 2012	First Year of Project Operation FY 2014
A. Patient Service Revenue	94%	94%
B. Other Revenues	6%	6%
TOTAL A + B equals	100%	100%

<sup>\*</sup>Specify date of end of fiscal year.

Fiscal year end is June 30.

### QUESTIONS 32 THROUGH 38, STATISTICAL UTILIZATION

Provide utilization statistics for your total facility or service (not project only). Attach a narrative justifying projections, including an explanation of your methodology. If the project is to be funded in whole or in part by income from operations during the period of project implementation (see Question 26(b), also provide projections for all years until completion of the project.

## Number of Admissions (Attach an explanation of your future year's projection methodology)

Provide utilization statistics for your total facility or service (not project only). Attach funded in whole or in part by income from operations during the period of project in:

	The	10000	***************************************	Current Year	First Two Years After Project	s After Project
	SOM DELL	June 30	rears Enged	Projection June 30	Completion*	etion* 30
	2010	2011	2012		2014	2015
A. Medical-Surgical	12,112	11,191	12,125	11,824	12,136	12,136
B. Coronary Care/ICU	1,215	1,186	1,095	1,253	1,286	1,286
C. Obstetrics-Gynecology	1,113	1,216	982	1,246	1,279	1,279
D. OB-GYN Swing	0	0	0	0	0	0
E. Norm & Intermed Neonatal	894	933	803	986	1,012	1,012
F. Neonatal Intensive Care	291	394	269	416	427	427
G. Pediatrics	858	946	976	1,000	1,026	1,026
H. Psychiatric	77	66	108	105	107	107
I. Alcohol, Chem. Dependency	-		•			
J. Rehabilitation	1	1	ı	1		
K. Extended Acute Care		ı	1	1		
L. Medical-Surgical/Skilled Nursing Swing	ı	•	-			
M. Skilled Nursing (SNF)		ı	1	1		
N. Intermediate Care (ICF)		1	1	-		
TOTAL	16,560	15,965	16,358	16,829	17,273	17,273
				,		

33. Patient Days (Attach an explanation of your future year's projection methodology)

	Three Most F	hree Most Recent Fiscal Years Ended* June 30	ars Ended*	Current Year Projection* June 30	First Two Years After Project Completion* June 30	s After Project etion*
	2010	2011	2012		2014	2015
A. Medical-Surgical	70,948	66,312	72,068	72,705	68,043	69,932
B. Coronary Care/ICU	17,741	17,370	17,527	17,723	18,096	18,599
C. Obstetrics-Gynecology	3,931	4,278	3,399	3,437	4,483	4,607
D. OB-GYN Swing	0	0	0		0	0
E. Norm & Intermed Neonatal	2,245	2,310	1,920	2,075	2,407	2,473
F. Neonatal Intensive Care	6,971	8,460	7,719	7,174	8,814	9,058
G. Pediatrics	6,411	8,111	5,849	5,914	8,450	8,685
H. Psychiatric	2,552	2,736	2,628	2,657	3,545	3,644
I. Alcohol, Chem. Dependency	ı	1	1			
J. Rehabilitation	1	ı	1		1	
K. Extended Acute Care	1	•			1	
L. Medical-Surgical/Skilled Nursing Swing	•	ı	ı		1	
M. Skilled Nursing (SNF)	-	ı	1			
N. Intermediate Care (ICF)	1	ı			1	
TOTAL	110,799	109,577	111,110	111,685	113,838	116,999

Certificate of Need Application #12-3-9

Proton Therapy System at MedStar Georgetown University Hospital

34. Average Length of Stay (Days). (Attach an explanation of your future year's projection methodology)

	Three Most	Three Most Recent Fiscal Years Ended* June 30	ears Ended*	Current Year Projection June 30	First Two Years After Project Completion June 30	s After Project etion
	2010	2011	2012		2014	2015
A. Medical-Surgical	5.86	5.93	5.94	5.95	5.76	5.76
B. Coronary Care/ICU	14.60	14.65	16.01	16.01	14.44	14.46
C. Obstetrics-Gynecology	3.53	3.52	3.46	3.46	3.60	3.60
D. OB-GYN Swing	0	0	0		0	0
E. Norm & Intermed Neonatal	2.51	2.48	2.39	2.39	2.44	2.44
F. Neonatal Intensive Care	23.96	21.47	28.70	28.70	21.19	21.21
G. Pediatrics	7.47	8.57	5.99	5.99	8.45	8.46
H. Psychiatric	33.14	27.64	24.33	24.33	33.76	34.06
I. Alcohol, Chem. Dependency	1		ı			
J. Rehabilitation	1	I	ı			
K. Extended Acute Care	1	•	1		1	
L. Medical-Surgical/Skilled Nursing Swing	1	1	I		ı	
M. Skilled Nursing (SNF)	1	1	ı		1	
N. Intermediate Care (ICF)	•	1			1	
TOTAL	69.9	98.9	6.79	6.75	6.76	6.77

Occupancy. (Attach an explanation of your future year's projection methodology) 35.

2010   20		Three Most	Three Most Recent Fiscal Years Ended* June 30	ears Ended*	Current Year Projection	First Two Years After Project Completion	ears After Project
rolard-Surgical         57.3%         53.6%           ronary Care/ICU         64.3%         64.3%           rolartics-Gynecology         17.4%         18.9%           r-GYN Swing         0%         0%           r-GYN Swing         0%         0%           rm & Intermed Neonatal         25.6%         26.4%           condatal Intensive Care         38.2%         46.4%           diatrics         38.2%         48.3%           vchiatric         49.9%         53.5%           ohol, Chem. Dependency         -         -           rended Acute Care         -         -           dical-Surgical/Skilled Nursing Swing         -         -           led Nursing (SNF)         -         -           rmediate Care (ICF)         -         -		2010	2011	2012		2014	2015
ronary Care/ICU 65.7% 64.3% 18.9% 17.4% 18.9% 18.9% 17.4% 18.9% 18.9% 17.4% 18.9% 18.9% 18.2% 18.2% 18.2% 18.2% 18.3% 18.2% 18.3% 18.2% 18.3% 18.2% 18.3% 18.2% 18.3% 18.2% 18.3% 18.2% 18.3% 18.2% 18.3% 18.2% 18.3% 18.2% 18.3% 18.2% 18.3% 18.2% 18.3% 18.2% 18.3% 18.2% 18.3% 18	Medical-Surgical	57.3%	F3 60/	E9 10/	700 00/		2107
ronary Care/ICU 65.7% 64.3% stetrics-Gynecology 17.4% 18.9% 18.9% 17.4% 18.9% 18.9% 17.4% 18.9% 18.9% 18.2%		0/5.75	33.0%	58.1%	58.8%	54.8%	56.4%
stetrics-Gynecology         17.4%         18.9%           In Section of the state		65.7%	64.3%	64.7%	65.6%	%8.99	%2'99
P-GYN Swing         0%         0%           rm & Intermed Neonatal         25.6%         26.4%           conatal Intensive Care         38.2%         46.4%           diatrics         38.2%         48.3%           ychiatric         49.9%         53.5%           ohol, Chem. Dependency         -         -           ohol, Chem. Dependency         -         -           ended Acute Care         -         -           dical-Surgical/Skilled Nursing Swing         -         -           led Nursing (SNF)         -         -           rmediate Care (ICF)         -         -		17.4%	18.9%	15.0%	15.2%	19.8%	20.3%
rm & Intermed Neonatal         25.6%         26.4%           conatal Intensive Care         38.2%         46.4%           diatrics         38.2%         48.3%           diatrics         49.9%         53.5%           ohol, Chem. Dependency         -         -           abilitation         -         -           ended Acute Care         -         -           dical-Surgical/Skilled Nursing Swing         -         -           lled Nursing (SNF)         -         -           rmediate Care (ICF)         -         -		%0	%0	%0		%0	%0
ionatal Intensive Care         38.2%         46.4%           diatrics         38.2%         48.3%           diatrics         49.9%         53.5%           ohol, Chem. Dependency         -         -           ohol, Chem. Dependency         -         -           rabilitation         -         -           ended Acute Care         -         -           dical-Surgical/Skilled Nursing Swing         -         -           lled Nursing (SNF)         -         -           rmediate Care (ICF)         -         -	Norm & Intermed Neonatal	25.6%	26.4%	21.9%	23.7%	27.4%	28.2%
diatrics         38.2%         48.3%           ychiatric         49.9%         53.5%           ohol, Chem. Dependency         -         -           nabilitation         -         -           ended Acute Care         -         -           dical-Surgical/Skilled Nursing Swing         -         -           lled Nursing (SNF)         -         -           rmediate Care (ICF)         -         -	Neonatal Intensive Care	38.2%	46.4%	42.2%	39.3%	48.2%	49.5%
ychiatric         49.9%         53.5%           ohol, Chem. Dependency         -         -           nabilitation         -         -           ended Acute Care         -         -           dical-Surgical/Skilled Nursing Swing         -         -           led Nursing (SNF)         -         -           rmediate Care (ICF)         -         -	Pediatrics	38.2%	48.3%	34.7%	35.2%	50.2%	51.6%
ohol, Chem. Dependency		49.9%	53.5%	51.3%	52.0%	69.2%	71.1%
abilitation         - <td< td=""><td>Alcohol, Chem. Dependency</td><td>ı</td><td>,</td><td>1</td><td></td><td></td><td></td></td<>	Alcohol, Chem. Dependency	ı	,	1			
ended Acute Care  dical-Surgical/Skilled Nursing Swing  led Nursing (SNF)  rmediate Care (ICF)	Rehabilitation	1	ı	1		ı	
dical-Surgical/Skilled Nursing Swing	Extended Acute Care	'	1			1	
led Nursing (SNF)	Medical-Surgical/Skilled Nursing Swing	-	1	1			
rmediate Care (ICF)	Skilled Nursing (SNF)	1	1	1,			
	Intermediate Care (ICF)	•	ı			1	
,	TAL	49.8%	49.3%	49.8%	50.2%	51.1%	52.5%

Number of beds and occupancy percentage should be reported on the basis of "licensed beds".

36. Average Charge Per Patient Day (Attach an explanation of your future projection methodology.)

	Three Most R	Most Recent Fiscal Years Ended* <u>June 30</u>	ars Ended*	Current Year Projection* June 30	First Two Years After Project Completion* June 30	s After Project etion*
	2010	2011	2012		2014	2015
Average Charge (Inpatients)	8,498.57	8,965.72	9,393.75	9,968.00	10,675.72	11,310.47

<sup>\*</sup>Specify day, month and year fiscal year ends.

# 37. Newborn Nursery Utilization (Attach an explanation of your future year's projection methodology)

NEWBORN NURSERY	Three Most F	Three Most Recent Fiscal Years Ended* June 30	ars Ended*	Current Year Projection* June 30	First Two Years After Project Completion*	First Two Years After Project Completion* <u>June 30</u>
	2010	2011	2012		2014	2015
A. Number of Births	1,322	1,202	1.118	1.158	1 298	1 432
B. Patient Days	10,104	9.541	8.983	8 700	10 308	11 350
C. Average Length of Stay	7.64	7.94	8.03	7.51	7.94	7 93
D. Number of Bassinets	74	74	74	74	74	74

<sup>\*</sup>Specify day, month and year fiscal year ends.

Non-Inpatient Utilization (Attach an explanation of your future year's projection methodology) 38.

Three Most Recent Fiscal Years Ended*  Current Year First Two Years After Projection*  June 30  June 30	npatient Visits 2010 2011 2012 2014 2015	27,834 28,216 28,235 28,075 27,091 27,361	tment 288,617 287,347 300,540 292,494 299,476 306,386	ancy -	are	Iff Assisted in Facility Chronic	If Care in Facility Chronic	f Care in Facility Intermittent	ome Intermittent Peritoneal	e Dialysis Service	ealth Center	ery 8,107 8,096 8,418 8,918 8,614 8,699	1	1
	Non-Inpatient Visits	A. Emergency	B. Outpatient Department	C. Home Health Agency	D. Hospice Home Care	<ol> <li>Outpatient Staff Assisted in Facility Chronic Maintenance Hemodialysis</li> </ol>	2. Outpatient Self Care in Facility Chronic Maintenance Hemodialysis	<ol> <li>Outpatient Self Care in Facility Intermittent Peritoneal Dialysis, Including Training</li> </ol>	<ol> <li>Training for Home Intermittent Peritoneal Dialysis</li> </ol>	<ol><li>Visits for Home Dialysis Service Hemodialysis</li></ol>	F. Free Standing Health Center	G. Ambulatory Surgery	H. HMO	I. Other (Specify)

<sup>\*</sup>Specify day, month and year fiscal year ends.

### OPERATING PROJECTIONS RELATED SPECIFICALLY TO THIS PROJECT

39. Project-Related Utilization and Financial Information (Attach an explanation of your future year's projection methodology)

	Most Re	cent Fiscal Yea June 30, 2012		Estimated	Current Fiscal ` June 30, 2013	
Unit of Service Delivery*	Capacity	Actual Utilization	Average Charge Per Unit	Capacity	Estimated Utilization	Average Charge Per Unit
0		0			0	

### 40. Project-Related Utilization and Financial Information\*\* (Continued)

	Comple	d First Year Aft tion Fiscal Yea 30, 2014 (6 m	r Ending	Comple	Second Year A tion Fiscal Yea 30, 2015 (12 m	r Ending
Unit of Service Delivery	Capacity*	Estimated Utilization	Average Charge Per Unit (net)	Capacity	Estimated Utilization	Average Charge Per Unit (net)
A. Treatments	10,500	4,320	\$1,723	10,500	8,640	\$1,752
B.						
C.					., -:-	
D.						-
E.						
F.						
G.						-
Н.			1.5			
Project Related Total Net Revenue			7,443,360			15,137,280

The projected revenue reflects a projected number of treatments based on the current cancer types treated. For each cancer type a different number of treatments is needed to successfully treat the tumor. Total capacity is based on 3 patients/hour (@20 minutes/treatment) X 14 hours/day X 5 days/week X 50 weeks/year = 10,500 treatments/year.

41. Project-Service Related Revenues (Continued) (Audited financial reports may be attached in lieu of completing columns for the three most recent fiscal years if all requested information is supplied for the service under consideration. Also, attach an explanation of your future year's projection methodology).

		NA 4 D	4	0	First Torre	
		ee Most Rece Il Years Ende June 30		Current Year June 30		Years After ompletion
	2010	2011	2012		2014	2015
A. Inpatient Services	-	-	-		0	0
B. Outpatient Services	-	-	-		16,544,351	35,074,025
C. Total Patient Services Revenue (C=A+B)	-	-	-		16,544,351	35,074,025
D. Allowance for Bad Debts*	<u>-</u>	-			190,841	388,091
E. Contractual Allowances	-	· <u>-</u>	-		8,840,019	19,399,974
F. Provision for Free or Reduced Cost Care**	-	-	<u>-</u>		70,131	148,680
G. Net Patient Service Revenue (G=C-D-E-F)	-	1	-		7,443,360	15,137,280
H. Other Revenue***	_	-	-		0	0
I. Total Net Revenue****	-	-	-		7,443,360	15,137,280

<sup>\*</sup> Do not include provisions for free or reduced cost care. Free or reduced cost care is reported on line F.

<sup>\*\*</sup> Include free and reduced cost care for the indigent and professional or administrative courtesy.

<sup>\*\*\*</sup> Attached explanation

<sup>\*\*\*\*</sup> Include month, day and year.

42. Project-Service Related Expenses (Audited financial reports may be attached in lieu of completing columns for the three most recent fiscal years if all requested information is supplied for the service under consideration. Also attach an explanation of your future years projection methodology.)

		ee Most Red al Years End June 30		Current Year June 30	1 11	Years After Completion
	2010	2011	2012		2014	2015
A. Salaries, Wages and Professional fees		,			687,988	1,134,432
B. Interest on Debt						' v
C. Project Depreciation					924,188	1,848,375
D. Project Amortization					0	0
E. Corporate Income Taxes					0	0
F. Supplies and Other Expenses					593,664	2,709,404
G. Total Project Operating Expenses G=A+B+C+D+E+F)					2,205,840	5,692,211
H. Net Operating Income or (Loss) from Project (42.H=41.1-42.G)	·		·		5,237,520	9,445,069
I. Project Related Non-Operating Income					0	0
J. Total Project Related Surplus or (Deficit) (J=H+1)					5,237,520	9,445,069

2014 and 2015 include full-year additional salaries, 2014 and 2015 supplies and, other operating expenses; 2015 includes a service contract for the system that would begin at the end of the system's one-year warranty period

43. Provide a list of the type and number of full-time equivalents (FTEs) and estimated annual salary of all personnel required to staff the new or expand facility or service and identify the sources from which you intend to obtain the required personnel. Include current staff and volunteers if applicable.

Personne	l Category	FTEs	Estimated	FTEs	Estimated	Source of
Department	Job Title	Year 1	Annual Salary Year 1	Year 2	Annual Salary Year 2	Personnel*
Radiation Medicine	Therapist	3	\$75,000	4	\$76,875	
Radiation Medicine	Dosimetrist	2	\$75,000	3	\$76,875	New
Radiation Medicine	Physicist	1	\$200,000	2	\$205,000	Employees
Fringe Benefits			\$112,988		\$186,307	·
TOTALS		6	687,988	9	\$1,134,432	

<sup>\*</sup> Currently on staff, new hire, contract personnel, etc.

### 44. Describe the methodology (including the definition of FTE) used to determine the above staffing and cite any pertinent studies of programs upon which the staffing was based.

FTEs are based on a total of 2,080 hours worked per year (40 hours x 52 weeks). The staffing identified is based on MedStar Georgetown's actual experience in hiring and retaining dosimetrists, physicists, and other professional personnel.

The staffing needs for proton therapy were based on the MGUH experience with CyberKnife, experience with treatment planning, and the workload of physicists, dosimetrists, and therapists.

Describe the sources available for recruiting additional personnel. Do you anticipate any difficulty in recruiting needed personnel? Why or why not?

MedStar Georgetown University Hospital maintains a full-time Human Resources Department as well as a Nurse Recruitment Department for specialized nurse recruitment. We will use these resources to attract and hire appropriate personnel.

MedStar Georgetown University Hospital is the first hospital in Washington, DC to receive Magnet Recognition by the American Nurses Credentialing Center, a prestigious award that places our nursing team among the top 2% in the nation. In addition, our nurses participate in a mentoring program designed to develop and enhance the professional knowledge and skills of all our nursing staff.

We offer competitive compensation and generous benefits, including wellness resources, a concierge service to assist with finding child and elder care, and legal and financial resources at discounted rates.

We will advertise in technical publications, and also draw on our training programs for recruits.

We believe we will be able to readily fill these positions. The Mevion® Proton system is state-of-the-art and attracts highly qualified personnel, as does the nationally-recognized Lombardi Cancer Center.

See Exhibit #3, MGUH Magnet Certification by the American Nurses Credentialing Center.

See Exhibit #4, Mentoring Program.

See Exhibit #5, Georgetown Excellence in Nursing Science and Practice Scholarship.

See Exhibit #6, 2013 Benefits Guide.

### 45. List of Major Equipment (Fixed or Moveable)\*

Qty.	Description	Addition or Replacement ?	Purchase, Lease or Donation?	Fair Market Value	Annual Lease Cost (if leased)**
1	Mevion Proton System	Addition	Purchase	\$25,000,000	N/A
4	Treatment planning computers			\$300,000	N/A

### 46. Current Major Equipment to be Used in New Service in Facility\*

`Not Applicable

Qty.	Description	Annual Lease Cost (if leased)**

<sup>\*</sup> Applicant may substitute his own list instead of completing this chart if all information requested in Question 45 is provided.

\*\* Attach terms of lease (length and cost)

47.	Provide a general description and statement of the total value of any equipment
	not specified above in Questions 45 and 46.

Furniture for patient waiting areas.....\$160,000

### PART TWO - PROJECT NARRATIVE

### Question 48: Detailed Description of the Facility, Service(s), and Equipment.

### I. DESCRIPTION OF THE APPLICANT

### A. MedStar Health

MedStar Health is a not-for-profit healthcare organization. It operates more than 80 entities, including nine hospitals in the Maryland and Washington, D.C., region of the United States. As the area's largest health system, it is also one of its largest employers, with more than 27,000 associates and 5,600 affiliated physicians. MedStar Health associates serve more than 1.5 million patients annually. MedStar contributes approximately \$109 million in payroll tax to the District of Columbia, Maryland and Virginia each year. Additionally, MedStar Health provides more than \$283 million in charity care and community benefit on an annual basis.

MedStar Health's areas of clinical activity include oncology, cardiology, cardiac surgery, rehabilitation, neurosciences, orthopedic surgery, women's services, and emergency and trauma services. MedStar has comprehensive services including primary, urgent and subacute care, medical education and research. Other health-related services include home health and long-term care. MedStar also operate nursing homes, senior housing, adult day care, rehabilitation and ambulatory centers, as well as MedStar Physician Partners, a comprehensive physician network in Maryland and the Washington, D.C. region.

### B. MedStar Georgetown University Hospital

MedStar Georgetown University Hospital ("MedStar Georgetown" or "MGUH") is a duly licensed and accredited, not-for-profit, acute-care teaching and research hospital with 609 beds, located on Reservoir Road in Northwest Washington. The Georgetown University sold MGUH to the MedStar Health System in 2000. MedStar continues to operate MGUH, the national capital area's oldest and most recognized academic teaching hospital. Since its founding in 1898, the hospital has been dedicated to promoting health through education, research and patient care. This mission is shaped by and reflects Georgetown's Catholic, Jesuit identity, and is founded in the Jesuit principle of *cura personalis*— caring for the whole person.

MedStar Georgetown is committed to offering a variety of innovative diagnostic and treatment options within a trusting and compassionate environment. MedStar Georgetown's Centers of Excellence include cancer, neurosciences, gastroenterology, transplant and vascular diseases. Along with stellar nurses, internationally recognized physicians, advanced research and leading technologies, MedStar Georgetown's healthcare professionals have earned a reputation of medical excellence and leadership. The Hospital's Radiology Department has received the American College of Radiology accreditation as a leading provider of MRI, CT, PET, Nuclear Medicine and Mammography services, as well as being designated by the ACR as a Breast Imaging Center of Excellence.

Over the past century, the hospital has grown to include a community physician practice, the NCI-designated Lombardi Comprehensive Cancer Center (see below) and scores of clinical departments and divisions. Through its 100-year relationship with Georgetown University, the hospital collaborates in training students from both the school of medicine (almost 500 residents and fellows annually) and the school of nursing. Additionally, MedStar Georgetown

works closely with the university's research enterprise to help bring innovative therapies from the scientific laboratory to the patient bedside.

With a 609-licensed bed hospital and primary care providers at eleven sites in Washington, D.C., Maryland and Virginia, MedStar Georgetown University Hospital's clinical services represent one of the largest, most geographically diverse and fully integrated healthcare delivery networks in the area.

### C. MedStar Health Cancer Network

The MedStar Health Cancer Network combines the strengths of clinical care, research, and academics in order to provide patients greater and more convenient access to world-class comprehensive cancer care and clinical trials throughout the Washington, D.C., metropolitan area. The Network is comprised of four MedStar Health hospitals:

- MedStar Georgetown University Hospital's Lombardi Comprehensive Cancer Center, the area's only center to earn the National Cancer Institute's (NCI) distinction as a "comprehensive cancer center"
- MedStar Montgomery Medical Center
- MedStar St. Mary's Hospital
- MedStar Washington Hospital Center

The goals of the MedStar Health Cancer Network are to coordinate cancer services for patients at MedStar's Washington-region hospitals, to significantly expand and support the important research and clinical trials embedded within Georgetown's Lombardi Comprehensive Center, as well as to extend the magnitude and reach of our oncologic services.

As a result of the formation of this Network all residents in the region have access to topquality, research-informed cancer care that is the hallmark of NCI-designated comprehensive cancer centers. MedStar Health's multi-disciplinary approach to cancer care and research provides the highest level of care for patients and results in better outcomes.

### D. Lombardi Comprehensive Cancer Center

In 1970, Georgetown University authorized the establishment of a cancer center in the hospital. The cancer center was named in honor of Vincent T. Lombardi, former coach of the Green Bay Packers and the Washington Redskins, who was treated for cancer at Georgetown University Hospital. The Lombardi Comprehensive Cancer Center ("Lombardi Cancer Center" or "LCCC") was established with funds from the University, federal government and private sources. John F. Potter, MD was the founding director. In 1974, in conjunction with Howard University, Lombardi became the 16th National Cancer Institute-designated Comprehensive Cancer Center. The designation was renewed in 1990 under the direction of director Dr. Marc Lippman, and again in 2003 under Dr. Richard Pestell. Lombardi is led today by Dr. Louis M. Weiner. The Lombardi Comprehensive Cancer Center is one of only 41 NCI-designated comprehensive centers in the country and it is the only center in the Washington Metropolitan area to hold this designation. The Lombardi Cancer Center continues to demonstrate significant growth in clinical and research faculty membership. Likewise, peer-reviewed funding for cancer research, treatment, education and community outreach activities continues to increase.

The primary objective of the Lombardi Cancer Center is - and always has been - to provide the most advanced treatments available to Lombardi patients and, ultimately, to find a cure for this devastating disease. To this end, the Georgetown University leadership aggressively encourages and supports multi-programmatic and multidisciplinary research, while MGUH, through the Lombardi Cancer Center, maintains a commitment to the highest quality patient care. The partnership between Lombardi and MGUH ensures that patients have access to cutting -edge cancer care, provided by dedicated cancer professionals in a supportive and caring setting. With the approval of this application, the Lombardi Cancer Center will further its commitment to providing innovative, cutting-edge cancer treatment to its patients.

### II. DESCRIPTION OF THE PROJECT

### A. Project Overview

MedStar Georgetown and the Lombardi Cancer Center propose to expand our current Radiation Medicine program to incorporate a proton beam therapy system. The system proposed is the Mevion S-250 Proton Radiation Beam Therapy System. The Mevion S-250 is an FDA-approved low cost, one-room integrated device designed to administer proton radiation treatments to patients. The system is a completely integrated system incorporating all functionality necessary to efficiently treat patients with proton beams. Additional information regarding this technology is set forth in several sections of this application.

MGUH will purchase the Mevion S-250 for a negotiated, reduced price of \$22,000,000. Installation of the technology will not require significant renovation or expansion of the Lombardi Cancer Center. As such, construction costs are estimated to be approximately \$10,000,000, bringing the entire capital expenditure for this project to total \$32,089,000, including certain ancillary costs. We anticipate completion of the project within one year of CON approval.

### See Exhibit #7, Mevion System Build Agreement.

The principal objectives of this project are to:

- Increase the clinical service capabilities of the Department of Radiation Medicine and the Lombardi Comprehensive Cancer Center by providing access for Washington metropolitan area residents to advanced cancer therapies;
- Improve and build on MGUH's existing expertise in stereotactic radiosurgery and maximize the synergies and efficiencies of existing programs and clinical infrastructure;
- Advance knowledge about proton therapy through research and provide for the training of future physicians, nurses, physicists, and technical students in these lifesaving procedures;
- Educate the local medical community and residents of the availability and benefits of
  proton therapy as a treatment option and to provide access to this lifesaving procedure
  at Lombardi Comprehensive Cancer Center nationally recognized for its expertise in
  radiation and stereotactic radiosurgery therapies.

MGUH's experienced medical team is in place and highly skilled in stereotactic radiosurgery therapy. Our team will be able to incorporate the proton system as a therapy for patients within the Lombardi Comprehensive Cancer Center with minimal start-up time and costs. Equally important, given our highly skilled clinicians and technicians, MGUH will not be hindered by a significant learning curve which a newly assembled team would likely face. We

believe this will ultimately have a positive impact on patient outcomes. MGUH physicians anticipate that a portion of our patients currently being treated with CyberKnife, will be appropriate candidates for proton beam therapy once it becomes available.

### **Project Components**

### 1. Building the Proton Vault

The proton system requires a three-story concrete lined building with a treatment room and walkway above and below the treatment room for accessing the proton arm for servicing. In addition to the treatment vault, construction includes a room to house the equipment controls, a patient staging area, and a computer console area at which physicists, physicians, and technicians monitor the patient treatment through visualization and by computer monitors.

A separate generator for back-up power will be included in the project to insure uninterrupted power for treatment continuity and to cool the cyclotron.

### See Exhibit 8, Architectural Drawings of Proposed Facility

### 2. Installing the Mevion S-250 Proton Clinical System

The Mevion S-250 clinical environment has been designed to operate similar to conventional radiation devices as a fully integrated system with high precision patient positioning and imaging. All systems are controlled by a modern, three-tiered control architecture that includes complete integration with oncology information systems (including the Aria oncology medical record) to support scheduling, verification and recording of the treatments. A 6-degree robotic couch moves the target to its treatment position with sub-millimeter accuracy. The 2D/3D radiographic imaging system is used to accurately confirm patient position and apply final alignment corrections. Once the patient is in position, the dedicated TriNiobium Core power source delivers the beam on demand with no waiting for beam access. With Mevion's patient management technology, clinicians can deliver high accuracy image-guided treatments, safely and efficiently.

### 3. Related Renovation

The project will also include renovation to the front entrance of the lobby to the Lombardi Comprehensive Cancer Center to include a new covered entrance for patients arriving for treatment. Additional office space will be added adjacent to the vault.

### B. Justification for the Introduction of Proton Beam Therapy

The Lombardi Comprehensive Cancer Center is the only NCI-designated cancer center in the D.C. Metropolitan area. MGUH has one of the highest stereotactic radiosurgery procedure (CyberKnife) volume of any center in the country. MGUH's radiation oncologists, pulmonologists, urologists, and breast surgeons led the way in developing treatments for certain prostate, breast, and lung cancers – cancers better treated with CyberKnife. MedStar has continued to invest in MGUH's Radiation Medicine program with the addition of a second CyberKnife to serve the Washington metropolitan area patient population. The addition of proton therapy to MGUH's radiation service will continue to build on our existing platform of advanced therapies for the treatment of complex cancers.

MGUH is also the only academic medical center and research institution in the Metropolitan area that operates a dedicated cancer treatment center. MGUH is committed to training its clinicians on the most current, state-of-the-art technology available. The hospital prides itself on offering the most innovative modalities for the treatment of its patients, the education of its students, and the ongoing training of its clinical staff. In that regard, the introduction of proton beam therapy at this time is the next logical step in MGUH's ongoing efforts to enhance and upgrade to the latest, most innovative radiation therapy technology.

In further justifying the approval of this project at Georgetown, MGUH's unique status as the only cancer treatment provider that serves both the pediatric and adult populations in Washington, D.C. should be given great weight. Proton beam therapy is particularly effective for children. The treatment of pediatric tumors with proton therapy provides an opportunity to significantly reduce the acute and long-term complications associated with conventional radiation therapy in children. The pediatric population is sensitive to the effects of radiation therapy, and many of its long-term effects, such as growth abnormalities, second malignancies, neurologic complications, cardiac and pulmonary toxicities, and infertility may all be reduced with the use of proton therapy.

Given the clinical and technological expertise involved, it is critical to have the appropriate institution in place to implement this advanced therapy. The MGUH Lombardi Comprehensive Cancer Center is clearly the institution that has all of the necessary resources to support and ensure quality care for cancer patients who need proton therapy. MGUH has the track record and expertise in the multiple available cancer treatment modalities and clinical training to assure that the proposed proton therapy service will enhance the best outcomes available, and that proton therapy will be properly integrated within a cancer patient's treatment plan at the direction of each patient's full-time on-site clinical team.

Introducing proton therapy at MedStar Georgetown Lombardi Comprehensive Cancer Center would provide the residents of the District of Columbia and the metropolitan Washington area access to advanced, state-of-the-art treatment options for tumors, performed by a nationally recognized team of experts and academicians in radiation medicine.

### Question 49: Consistency With the State Health Plan

Overall, the project is consistent with the District State Health Plan standards for availability, accessibility, quality, acceptability, continuity and cost. The following demonstrates how the MGUH, in general, and this project, in particular, meets the criteria and standards set forth in the State Health Plan:

### Availability Criterion

The District of Columbia should have available adequate but not excessive services to be geographically located for ease of access by District residents. Additionally, availability of health services and health resources in the District should be based on the demonstrated health care needs of the population, not on economic demand or personal desire for potentially unnecessary or inappropriate care.

CON applicants for a Certificate of Need who propose to locate their services in underserved areas of the District should be given priority over other applicants.

### Response:

Proton beam therapy is not currently available in the District of Columbia or the Washington Metropolitan region. While MGUH is not located in an underserved area of D.C., our services are accessible to the entire metropolitan Washington area. MGUH is a referral site for oncology patients seeking advanced treatment modalities throughout the city and the region. This will be the case with the proton beam cancer treatment as well. MGUH is a referral site for oncology patients seeking advanced treatment modalities throughout the city and the region. See also, response to the Accessibility criterion standards below.

CON applicants seeking to establish a new service must demonstrate an unmet need among the proposed target population.

- □ Describe the target population to be served.
- <u>□Identify the needs of the target population.</u>
- DExplain why current providers cannot meet the proposed need for service.
- □ Explain how the proposed service plans to meet the identified need.

### Response:

See Response to Question #51.

CON applicants requesting expansion of services should demonstrate that existing utilization of such services system-wide meets or exceeds minimum volume standards and that there is a need for additional capacity within the immediate service area.

### Response:

Not Applicable. This proposal is not for an expansion of existing services for which there is existing capacity.

CON applicants must demonstrate the impact of proposed services on existing providers and the health care delivery system. An applicant shall provide information and analysis with respect to the impact on geographic and demographic access to services, on occupancy, quality, on costs and charges of other providers, and on costs to the health care delivery system.

### Response:

Proton beam therapy services are not offered by any other provider in the region. If approved this will be the first proton beam program offering access to PROTON BEAM THERAPY in the region. Patients currently in need of this treatment regimen must leave the area for care.

Moreover, MGUH anticipates that approximately 90% of the patients who will utilize the proton beam therapy service, will be drawn from our own patient population, and referred by our own MGUH-affiliated physicians. Thus, the introduction of proton beam therapy at MGUH will have no impact on other cancer treatment providers in the District.

CON applicants are encouraged by the SHPDA to develop a consortia approach or other resource sharing arrangements in the provision of costly new services.

### Response:

MGUH carefully considered the option of investing in a larger (3-4 room) proton beam system with another D.C. provider. Upon consideration of the project costs for such a joint venture, in addition to the possibility that the center might not be located on the Lombardi campus, the site of MGUH's education and research activities, it was determined that such a collaboration was not feasible, nor was it in the best interests of our patients, students, or clinicians.

MGUH, however, is integrally involved with other area providers, particularly with regard to our academic affiliations. First, through a major program affiliation with MedStar Washington Hospital Center ("MWHC"), physicians from MWHC serve both on MWHC's medical staff as well as on the faculty at MGUH for radiation therapy services. In addition to our affiliations with our sister facilities, MWHC and MedStar National Rehabilitation Network, MGUH is currently engaged in GME affiliations with the following D.C. hospitals: Children's National Medical Center for neurology residents; Howard University Hospital for internal medicine and oral surgery rotations; and Providence Hospital for family medicine. In addition, MGUH also shares GME affiliations with: Walter Reed for gastro-intestinal residents; the Veterans Affairs Medical Center, and the National Institutes of Health for several specialties, including a major rotation in oncology; and Inova Fairfax for podiatry and pediatrics.

In addition to the numerous area providers who utilize programs at MGUH for various purposes, MGUH also extends its resources to other providers. For example, there are currently two members of the MGUH medical staff – a pediatric surgeon and a transplant surgeon – who provide services on-site at Children's National Medical Center.

CON applicants shall demonstrate compliance with all terms and conditions of each previous Certificate of Need granted to the applicant, and with all commitments made that earned preferences in obtaining each previous Certificate of Need, or provide the SHPDA with a written notice and explanation as to why the conditions or commitments were not met.

### Response:

MedStar Health is in compliance with the terms and conditions of all previously awarded certificates of need.

MGUH meets the State Health Plan Availability Criterion.

### Accessibility Criterion

CON applicants should not deny services because of age, sex, race, creed, religion, sexual orientation, color, national origin, socioeconomic status, legal status, disability, prior hospitalization, diagnosis, prognosis, organizational affiliation, ability to pay or payer source.

<u>Financial eligibility requirements should not be a barrier to services for persons who are uninsured or underinsured.</u>

### Response:

MedStar Georgetown University Hospital does not deny services based on any protected status, including age race, ethnicity, color, religion, creed, culture, language, physical or mental disability, sex, sexual preference or orientation, national origin, legal status, prior hospitalization, diagnosis, prognosis, disability, gender identity or expression or socioeconomic status or payer source.

MGUH is committed to ensuring that uninsured patients within its service area who lack financial resources have access to medically necessary hospital services. If patients are unable to pay for medical care, have no other insurance options or sources of payment, including Medical Assistance, litigation or third-party liability, such patients qualify for free or reduced cost medically necessary care.

MGUH meets or exceeds the legal requirements by providing financial assistance to those individuals in households below 200% of the federal poverty level and reduced cost-care up to 400% of the federal poverty level.

See Exhibit #9, Patient Rights and Responsibilities.
See Exhibit #10, MGUH Policy on Patient Rights and Responsibilities.
See Exhibit #11, MGUH Community Health Assessment.

CON applicants should meet Medicaid and Medicare standards for services that are reimbursable and secure and maintain Medicaid certification.

### Response:

MGUH is certified as having met the conditions for participation in the Medicaid and Medicare programs.

CON applicants should have written policies governing provision of services without charge for indigent patients in accordance with the uncompensated care obligation under D.C. Official Code§ 44-405 (a).

### Response:

MGUH works with uninsured patients to gain an understanding of each patient's financial resources and then assists them with obtaining coverage for their care:

- MGUH provides millions of dollars in free care every year. (\$5,371,925 in uncompensated care and \$56,648,214 in total community benefits in CY 2011. This does not include the \$11,957,084 in bad debt that MGUH experienced in CY 2011.)
- MGUH provides assistance with enrollment in publicly-funded entitlement programs (e.g. Medicaid) or other funding that may be available from other charitable organizations.
- Patients that do not qualify for medical assistance may be eligible for an extended payment plan to pay for medical bills.

- Patients who believe they have been wrongfully referred to a collection agency, have the right to contact the hospital to request assistance.
- Under D.C. law, MGUH has an obligation to make its services available to all people in the community. We do not discriminate against a patient or applicant for services because of age, race, color, religion, creed, culture, language, physical or mental disability, sex, sexual preference or orientation, national origin, legal status, prior hospitalization, diagnosis, prognosis, disability, gender identity or expression or socioeconomic status or payer source. We are also obligated to provide a reasonable volume of services without charge or at a reduced charge to persons unable to pay. Patients that believe they have been improperly denied services are encouraged to contact the hospital's Admissions Department or Business Office, or the District State Health Planning and Development Agency.

CON applicants may establish sliding fee scales based on ability to pay and establish special payment plans for individuals unable to make lump sum payments for services rendered.

### Response:

See response to previous standard above.

CON applicants should have available information about alternative sources of financial assistance and refer patients, as appropriate, to such resources.

### Response:

See response to previous standard above.

Facilities must be architecturally designed to meet the needs of persons with disabilities.

Services should be geographically decentralized and available in neighborhoods throughout the District and should establish hours of operations that are convenient to the targeted population.

### Response:

MGUH has made a number of provisions to help our patients with disabilities. The proton beam therapy center will be fully accessible and ADA-compliant.

With regard to transportation, MGUH facilities are also easily accessible. For our visitors and patients using DC Metro, Georgetown provides free shuttle service for patients, visitors and families to and from the Dupont Circle (Massachusetts Avenue and 20th Street) and Rosslyn Metro stations. All of our shuttle buses are ADA accessible and operate from Monday to Friday. The D6 bus stops right in front of the hospital. Finally, all vehicles with a disability tag are provided valet parking services at no additional cost beyond the standard parking rates.

For our hearing-impaired patients requiring an inpatient stay or a visit to one of our many clinics:

- We provide in-person sign language interpreters for our inpatients during their physician's rounds and all clinic visits.
- Video sign language interpretative services are available in many areas of the hospital and can be used when acceptable to patients.

- All inpatient rooms and waiting areas are equipped with closed captioned TVs.
- Several other communication assistance devices are available upon request such as TTY/TTD devices, amplified telephone handsets, assistive listening devices and call bells.

As regards MGUH's hours of operation, MGUH is a 24/7 operation with services available to patients in a timely manner as medically necessary. It is our intention, however, to operate the proton beam therapy center for fourteen (14) hours per day/ five (5) days per week.

#### See Exhibit 12, Americans with Disabilities Act ("ADA") Policy

CON applicants must provide evidence that it has adequately planned for any temporary move or relocation of any facility or service which may be necessary during any proposed construction period, and evidence that the applicant has planned adequately to assure patient protection from noise, dust, etc. and to the extent possible, continuation of services during any proposed construction period.

#### Response:

The project as designed does not impact existing patient care services in a manner that would require relocation.

CON applicants must provide access to services free from all barriers. No barriers (architectural, communication, transportation, procedural, or financial) to the delivery of services shall exist.

#### Response:

The project, as required by District and Federal licensure and/ or certification and building codes, will meet physical accessibility requirements. As noted above financial policies and requirements are in place to ensure that all patients get the care that they need without regard to financial consideration. The Metro system is very accessible and user friendly. Shuttle buses are available at the Dupont and Roslyn Metro stations. The D6 bus stops directly in front of the hospital. MGUH provides adequate parking for automobiles and bikes and a supportive environment for pedestrians accessing the campus.

CON applicants must describe arrangements to be developed to maximize accessibility (e.g., hours of operation, parking facilities, and transportation for related services, and reimbursement by Medicaid and other third party payers).

#### Response:

See previous responses above.

CON applicants should have translation, sign language interpretation, and/or interpreter capabilities for the major languages of non-English-speaking patient populations and ensure staff is aware of the cultural mores of the population.

#### Response:

Interpreter services for both American Sign Language (ASL) and over 175 spoken languages is available 24/7 to all patients and families for appointments, procedures and hospital stays. Interpretation is provided by video and phone through the MedStar Interpreter Network (MIN)—an on-demand spoken and sign language interpretation system which provides

immediate access to qualified medical interpreters. There is no cost to patients or families for interpretation at the hospital.

All interpretation on the MIN system is provided remotely by MGUH and other hospital-based medical interpreters on a closed and secure network. MIN interpretation is not broadcast or recorded.

Video interpretation is also available in Spanish and 10 other languages on the MedStar Interpreter Network at MGUH. The network also provides qualified medical interpretation by phone at no cost to patients and families in over 175 languages throughout the hospital for all appointments, procedures and hospital stays.

MGUH interpreters or language services advocates provide MIN and in-person interpretation, and also assist patients and families with any cultural or special needs. Language Services Advocates are available Monday through Friday, 8 a.m. to 5:30 p.m. and Interpretive services are available 24/7.

CON applicants should provide health services in a timely manner.

#### Response:

MGUH is a 24/7 operation with services available to patients in a timely manner as medically necessary. Proton beam therapy services are not provided on an emergency basis and all appointments will be scheduled at a time most convenient to the patient, whenever possible.

CON applicants should ensure program design and administrative procedures should not discourage individuals in need from seeking and obtaining care

#### Response:

Admission policies and patient selection criteria for proton beam therapy will be based solely on clinical considerations. All potential Proton beam therapy patients meeting clinical selection criteria will be provided social and financial assistance and support to remove any barriers to obtaining Proton beam therapy services.

In terms of *financial accessibility*, MGUH complies with District of Columbia uncompensated care requirements including adherence to the requirements to provide free care, to provide notice of free care availability and to maintain records regarding the provision of free care. In calendar year 2011, MGUH provided a total of \$5,363,781 in uncompensated care services and total community benefits of \$56,648,214, not including bad debt in the amount of \$11,957,084.

Financial counseling and social services support is provided to assist patients with identifying resources for financing their health care costs. MGUH provides assistance for patients enrolling in public assistance programs. Interpreters are provided when needed for non-English speaking patients.

MGUH meets the State Health Plan Accessibility Criterion.

See Exhibit #13, MGUH Financial Statement on Charitable Care.

#### Quality Criterion – See also, Response to Question 71.

CON applicants should have an individualized care plan for all patients that is reviewed and revised on a regular basis by all providers of care.

#### Response:

MGUH complies with this standard evidenced by meeting/exceeding licensure and accreditation standards which require individualized care plans. Lombardi has a multidisciplinary approach to ensure that each patient's plan of care is individualized and meets the needs of the patient/family.

See Exhibit #14, MGUH Certificate of Accreditation by The Joint Commission. See Exhibit #15, MGUH D.C. Department of Health License.

CON applicants should develop individualized care plans consistent with required licensure and certification to ensure the provision of an entire range of services, including services required after discharge from an inpatient facility.

#### Response:

MGUH complies with this standard as evidenced by meeting/exceeding licensure and accreditation standards. Lombardi works with District Partners to ensure the continuity of care across the continuum.

#### See Exhibits #14 and #15.

CON applicants shall provide or formally arrange for any service deemed as a necessary component of the individualized care plan.

#### Response:

MGUH complies with this standard as evidenced by meeting/exceeding licensure and accreditation standards.

#### See Exhibits #14 and #15.

CON applicants should have a written policy providing for medical supervision of patients and the prescription of a planned regimen for total patient care. A medical director must oversee and coordinate the provision of medical care in the facility or service.

#### Response:

MGUH complies with this standard as evidenced by meeting/exceeding licensure and accreditation standards.

See Exhibit #16, Rules and Regulations of the Professional Staff..

See Exhibit #17, MGUH Policy on the Documentation of Licensure, Certification and Registration of Professional Staff.

CON applicants should demonstrate development of a quality improvement plan that clearly indicates responsibilities and accountability and defines a process for ongoing evaluation and assessment.

MGUH complies with this standard as evidenced by meeting/exceeding licensure and accreditation standards.

See Exhibit #18, MGUH Quality and Patient Safety Improvement Plan FY 2013 with Methodology (p.10).

See Exhibit #19, Overview of Center for Patient Safety.

CON applicants should implement a Continuous Quality Improvement (CQI) process into their organizational structure and service delivery system as follows:

- 1. Establish a quality improvement plan and staff to coordinate and implement the CQI process.
- 2. Involve interdisciplinary teams of treatment staff and management to monitor administrative and patient records to ensure compliance with key quality indicators of care and provide appropriate training of all personnel.
- 3. Monitor utilization of services and treatment outcomes.
- 4. Document all findings and corrective actions.

#### Response:

Performance Improvement is ultimately overseen by the Board of Directors Quality Safety and Professional Affairs Committee (SPAC). Two committees reporting to the SPAC – the Quality and Safety Executive Committee and the Medical Executive Committee – serve as the leadership for the following:

The Quality and Safety Executive Committee serves as the leadership for activities associated with achieving measured, reliable, system-wide quality performance across all dimensions of care and service. The committee promotes a culture of organizational improvement and patient safety and oversees the evaluation and implementation of system changes designed to achieve excellence in patient care and services. The responsibilities include:

- Prioritize organizational improvement activities to be aligned with strategic initiatives and focused on improving organizational performance and patient safety.
- Oversee improvement activities through review of reports and approval of recommendations from efforts focused on departmental performance improvement; patient physician and employee satisfaction; patient, employee and environmental safety; and regulatory compliance.
- Provide the resources and systems support necessary to assure success in the implementation of improvement strategies as well as efforts towards risk reduction and risk prevention.
- Review results, action plans and follow up of Performance Improvement activities and the findings of all Root Cause and Failure Mode and Effects Analyses to assure the processes have been thorough, that the appropriate process owners have been assigned accountability for action items, and that any barriers to successful implementation have been addressed.
- Review of suits and claims to determine whether the care provided met the standards
  of care and if the case identifies any system issues related to either a clinical service or
  the Hospital as a whole.

 Annual review of the Quality and Patient Safety Improvement Plan, Sentinel Event follow-up, and Environment of Care Management Plans to assure that the processes are meeting the objectives and are in compliance with the most recent standards of external accrediting or licensure agencies.

In the event of a significant adverse event/near miss, as declared by the President or VPMA or CNO, an ad hoc group of members of the committee will meet to:

- Conduct a thorough and credible root cause analysis under the auspices of peer review and/or systems review per the Sentinel Event Policy.
- Report an accurate timeline of events and recommendations to decrease the likelihood that a similar event would occur.

The Medical Executive Committee (MEC) will meet monthly and at the call of the chair when a significant event has occurred which requires immediate review and intervention.

The MEC is responsible for creating, implementing and overseeing several activities and peer review committees. Reports include comprehensive reports from each of the clinical services which address case review, quality indicators and performance improvement activities in the department; committee reports from Infection Prevention, Pharmacy and Therapeutics, Pain and Sedation, Blood Utilization Review Committee, Clinical Ethics, Cancer Committee, Center for Patient Safety, Compliance, CPR, Emergency Preparedness, Medical Records, Organ Donation, OR Safety, and Radiation Safety and approval of Hospital policies and procedures, clinical standard practices and clinical guidelines.

#### Responsibilities:

- To review clinical departments' performance improvement / practice committee activities and trends with respect to clinical outcomes, quality improvement, risk management, and utilization management.
- Ensure standards of care for all patients through promotion of the use of evidenced based practice.
- To review and recommend changes to hospital standard practices, policies and procedures which impact clinical care on behalf of the Medical Staff.
- Review the activities of Hospital and Medical Staff Standing Committees, as they relate
  to clinical practice, to assure coordination, implementation, and communication of
  activities related to those required functions which cross multiple disciplines and patient
  types.
- To function as the approval body for any medical staff for recommendations from the following committees: Infection Prevention, Pharmacy and Therapeutics, Pain and Sedation, Blood Utilization Review Committee, Clinical Ethics, Cancer Committee, Center for Patient Safety, Compliance, CPR, Emergency Preparedness, Medical Records, Organ Donation, OR Safety, and Radiation Safety.
- Oversee a program of concurrent review of admissions and continued stay in accordance with applicable criteria, standards and regulations;

• Monitor the effectiveness of patient flow / discharge planning activities to assure an appropriate and timely level of care across the continuum.

CON applicants should provide documentation of management efforts including problem identification, analysis, action plan, implementation, and re-evaluation.

See previous response.

CON applicants should be in compliance with all federal and District health and safety regulations, applicable Joint Commission on Accreditation of Healthcare Organizations (JCAHO) and other appropriate national accrediting organization standards, and applicable local certification standards.

#### Response:

MGUH is accredited by The Joint Commission, the American College of Surgeons, The National Committee for Quality Assurance, and the Accreditation Council on Graduate Medical Education. MGUH is licensed by the D.C. Department of Health. The hospital is a member of the American Hospital Association and the Council of Teaching Hospitals, a division of the Association of American Medical Colleges. The Lombardi Comprehensive Cancer Center is designated a comprehensive Cancer center by the National Cancer Institute of the National Institutes of Health, one of only 41 such centers so designated in the country.

#### See Exhibits #14 and #15.

<u>Services should be delivered by professionals and paraprofessionals certified by the appropriate licensing authorities or professional bodies.</u>

#### Response:

MGUH complies with this standard as evidenced by meeting/exceeding licensure and accreditation standards. The Hospital conducts primary source verification of all licensure and certification upon hire, appointment, and prior to the time of renewal.

### See Exhibits #14, #15 and #17.

CON applicants must demonstrate and provide assurances that adequate qualified personnel are available at all times to meet the needs of patients.

#### Response:

MGUH complies with this standard as evidenced by meeting/exceeding licensure and accreditation standards. Staffing plans provide appropriate qualified personnel to meet or exceed patient needs. Annual and ongoing competency reviews ensure that safe patient care is continuously provided.

#### See Exhibits #14 and #15.

CON applicants should develop and maintain training and continuing education programs for staff and volunteers.

#### Response:

MGUH has a robust Learning Network which oversees mandatory annual training requirements and ongoing courses to ensure that staff are equipped with the knowledge to safely care for patients. A parallel system has been established to train volunteers to be effective and productive members of the health care team. The standards for nursing education are high at MGUH and a clinical ladder has been developed with educational milestones. The Hospital is ACCME accredited and offers a myriad of continuing medical education offerings.

Qualifications for practice should be continuously updated to keep pace with advancements in health care knowledge and techniques. Care should be consistent with recognized standards of care.

#### Response:

MGUH complies with this standard as evidenced by meeting/exceeding licensure and accreditation standards. As an academic medical center, evidence based care undergirds all approaches to patient care. Many of the MGUH physicians and nursing leaders sit on national and international organizations that establish and modify clinical standards. As a teaching institution, all clinicians met the challenge of ensuring that care provided and taught is state-of-the-art.

#### See Exhibits #14 and #15.

CON applicants shall have malpractice insurance consistent with industry standards. An application from an existing facility or services should identify any outstanding health care licensure deficiencies, citations or accreditation problems as may have been cited by the appropriate authority.

#### Response:

MGUH is self-insured for malpractice coverage. The plan is fully-funded, actuarially sound, and meets industry standards. There are no outstanding licensure or accreditation issues pending at MGUH.

MGUH meets the State Health Plan Accessibility Criterion.

#### Acceptability Criterion

Upon admission, the patient and family/caregiver will be provided information necessary for an informed medical and financial consent.

CON applicants shall demonstrate how patients and family/caregivers are informed about the nature of their condition, the benefits and risks of available treatment, and the expected outcomes; they should be provided the opportunity to ask questions and discuss their medical record.

#### Response:

There are Patient Navigators in Lombardi to facilitate the patient experience from the initial encounter through discharge.

See Exhibit #20, MGUH Patient Handbook – Patient Rights and Advocacy Information.
See Exhibit #21, MedStar Health Code of Conduct -Treatment of People and Patient
Care.

See Exhibit #22, MGUH Policy on Communication Between Caregivers.

CON applicants shall demonstrate how patients and family/caregivers should be provided with simple understandable information about fees, billing procedures, scheduling of appointments, contacting the unit after hours, and grievance procedures.

#### Response:

See Exhibits #9, #20 and #21. See also, Exhibit #23, MGUH Policy on Patient Complaint and Grievance Procedures.

CON applicants should have an adopted Patient's Bill of Rights, and should make these rights known to the patient and family/caregiver as part of an informed consent policy and procedure.

#### Response:

See Exhibits #9, #10, #20 and #21.

CON applicants should make available to the patient and family/caregiver an individual copy of the Patient's Bill of Rights which should also be posted in a visible location.

#### Response:

Copies of the patient Rights and Responsibilities are posted in all patient/clinic areas and are written in English and Spanish. Other languages are available as well

See Exhibits #9, #10, #20, and #21.

CON applicants should have written, publicized grievance procedures for patients, caregivers and staff that permit expression of concerns without fear of reprisal.

#### Response:

The Hospital Patient Complaint policy outlines the grievance process for patients and caregivers and is outlined in the patient handbook. With the culture of safety at MGUH, all staff are encouraged to bring issues forward without fear of reprisal.

See Exhibits #20, #21, and #23.

CON applicants should monitor the grievance procedure in order to maintain or improve its effectiveness and to ensure timely resolution of grievances.

#### Response:

The Hospital Patient Complaint policy outlines the grievance process for patients and caregivers and is outlined in the patient handbook. With the culture of safety at MGUH, all staff are encouraged to bring issues forward without fear of reprisal.

Patient complaints and compliment correspondence are to be answered within a prescribed timeline as outlined in the Hospital policy. Monitoring is done to ensure appropriate adherence to the timelines.

See Exhibits #20, #21, and #23.

CON applicants should demonstrate that services and facilities enhance the personal privacy and dignity of clients.

#### Response:

MGUH has a Privacy Officer and a Patient Advocacy Office that ensures patient privacy and dignity. All concerns are swiftly and thoroughly reviewed.

See Exhibits #20 and #21.

CON applicants should demonstrate that they have procedures to ensure patient confidentiality.

#### Response:

All employees are instructed annually on the importance of patient confidentiality and are required to sign a patient confidentiality agreement, in accordance with MGUH privacy policies.

See Exhibits #20 and #21.

See also, Exhibit #24, MGUH Policy on Confidential Patient Information and Patient Privacy.

Exhibit #25, MGUH Confidentiality Statement.

Exhibit #26, MGUH Confidentiality Statement for Students and Visitors.

CON applicants should demonstrate that all patients and family/caregivers have the option to participate in care planning, review and evaluation of services.

#### Response:

Patients and families are encouraged to participate in the development of the individualized plan of care.

#### See Exhibits #20 and #21.

CON applicants should demonstrate that the selection of treatment and the availability of support services should be conducive to patient cooperation and participation.

#### Response:

#### See Exhibits #20 and #21.

CON applicants, to the extent possible, should accommodate the cultural and/or religious needs of each patient and family/caregiver.

#### Response:

MGUH has an International Services program and Pastoral Care program that ensures that patients and families of all cultures and religions may integrate their beliefs and cultural needs into the plan of care.

#### See Exhibit #21.

CON applicants should demonstrate efforts to encourage community participation including informing the Advisory Neighborhood Commissions in their service area.

#### Response:

## See Exhibit #27, Advisory Neighborhood Commission 2E Letter of Support.

CON applicants should establish procedures for the periodic assessment of their service acceptability as viewed by consumers, the community, and the health care industry and other health providers.

#### Response:

MGUH periodically assesses its services to the consumers and the community as described below. MGUH periodically conducts a community needs assessment as required by IRS Community Benefits regulations using a community advisory group.

The community benefit priorities for the hospital are recommended by an Advisory Task Force, which consisted of Ward 2 residents, ANC commissioners for Ward 2, public health professionals, hospital personnel, and representatives from the Department of Health and Department of Aging.

The Advisory Task Force reviews local secondary data, coupled with District and federal community health goals. Task Force members also review the hospital's operating plan, the outcomes of prior community health assessments (if applicable), as well as current community

benefit programs and services. The team develops and helps disseminate a community health assessment tool around four key areas: 1) access to care/services; 2) key health issues; 3) wellness and prevention; and 4) quality of life.

In addition to quantitative and qualitative findings, the Task Force considers the hospital's strengths as well as local and regional health goals. Based on their findings, the team makes a recommendation on the priorities. The priorities are approved by the hospital's President, endorsed by the hospital Board of Directors, and approved by the MedStar Health Board of Directors.

CON applicants should demonstrate they have internal mechanisms to assess the acceptability of the services provided to the patient.

#### Response:

MedStar Georgetown University Hospital and MedStar Health strive to ensure high satisfaction with services offered by the hospital, through comprehensive, qualitative and quantitative assessments of physician, employee and consumer perceptions of their experiences with the care and services they received. Satisfaction data are reviewed by senior management and the Board of Directors to identify opportunities for improving and enhancing services offered. Detailed action plans are implemented and monitored to ensure that the patient experience is consistently maintained at high levels. The following assessments tools are utilized:

- Performance/Experience Surveys:
  - Patient Satisfaction Survey
  - Physician Satisfaction Survey
  - Employee Satisfaction Survey

MGUH also participates in the following activities and has received the following recognitions evidencing the acceptability of the services provided to our patients:

- Participation and Posting of Patient Experience Rating from Center for Medicare and Medicaid' Hospital Consumer Assessment of Healthcare Providers and Systems (HCAHPS) survey, a national, standardized survey of hospital patients about their experiences during a recent inpatient hospital stay. This information is posted on the MedStar Health website for all MedStar hospitals.
- Participation in third-party reviews and consumer report cards that evaluate the hospital's clinical and patient experience from the perspective of various consumers and provider organizations. MedStar Georgetown University Hospital has received recognition from the following:
  - U.S. News & World Report Ranked as "high performing hospital for cancer, diabetes and endocrinology; geriatrics, gynecology, nephrology and neurosurgery; orthopedics; pulmonology; and urology (2012)
  - o National Cancer Institute-Designated Comprehensive Cancer Center
  - o American College of Radiology Designated Breast Center of Excellence
  - National Parkinson Foundation Center of Excellence
  - American College of Radiology Accredited for CT, Mammography, PET, Nuclear Medicine

American Heart Association/American Stroke Association's Get with the Guidelines Stroke Silver Plus Quality Achievement Award

MGUH meets the State Health Plan Acceptability criterion.

#### Continuity Criterion

CON applicants should have formal referral agreements to ensure continuity of care and coordination of services with hospitals and other service providers in order to provide a full array of services necessary to give the most appropriate level and scope of health care services for the patient.

#### Response:

MGUH is a part of the MedStar Health System, an integrated health care delivery system with a comprehensive array of health care facilities in the D.C. Metropolitan area, including primary, secondary and tertiary level services in multiple settings across the continuum of care. Protocols are in place to refer patients to the most appropriate site for care as is medically necessary.

CON applicants should be able to demonstrate staffing patterns consistent with the Department of Health or national standards that ensure continuity of care for all patients at optimal levels.

#### Response:

MGUH complies with this standard as evidenced by meeting/exceeding licensure and accreditation standards.

#### See Exhibits #14 and #15.

Continuity of care should not be obstructed because of the source of care or method of payment. Referral agreements should include a range of provisions covering primary, secondary, and tertiary levels of care. Services included may be: emergency, special diagnostic, medical surgical inpatient care, social services, home care, and other support services.

#### Response:

MGUH does not deny services because of age, sex, race, creed, religion, sexual orientation, color, national origin, socioeconomic status, legal status, disability, prior hospitalization, diagnosis, prognosis, organizational affiliation, ability to pay or payer source. The hospital is committed to ensuring that uninsured patients within its service area who lack financial resources have access to medically necessary hospital services. If patients are unable to pay for medical care, have no other insurance options or sources of payment including Medical Assistance, litigation or third-party liability, patient's may qualify for free or reduced cost medically necessary care.

MGUH meets or exceeds the legal requirements by providing financial assistance to those individuals in households below 200% of the federal poverty level and reduced cost-care up to 400% of the federal poverty level.

CON applicants should have written policies and procedures for internal communication and service coordination.

#### Response:

See Exhibit #28, MGUH Division of Nursing, Standard of Care Policy on Transfer of Nursing Care.

See Exhibit #29, MGUH Policy and Procedure for the Admission, Transfer, and Discharge of a Patient.

See Exhibit #30, MGUH Policy on Nurse-to-Physician Communication.

Health services should be coordinated and interlinked with other human service delivery systems in the community, particularly the social services delivery system, to promote holistic care of the individual.

#### Response:

MGUH Department of Case Management maintains linkages with various metropolitan Washington human services agencies and community resources for referral and support services for discharged patients.

See Exhibit 31, MGUH Policy on Patient Referral and Transfer to Other Facilities or Agencies

<u>Hospitals should develop formal agreements with providers who see uninsured patients so that they have admitting privileges to hospitals.</u>

#### Response:

MGUH ensures access to clinical care for uninsured patients through its emergency department and outpatient clinics. Hospital-employed physicians are also available to see patients without insurance.

CON applicants in referring patients, should include patient records to ensure that continuity of care is maintained. Records should include, at minimum, written summaries of care rendered as well as current patient care data.

#### See Exhibit #28.

The medical records and information system should enable ready transfer of health information, either physically or electronically, from one service provider to another.

#### Response:

MGUH complies with this standard as evidenced by meeting/exceeding licensure and accreditation standards.

See also, Exhibits #14 and #15.

CON applicants must demonstrate that they have adequate resources and procedures to provide for the monitoring of patient progress and as necessary, the ability to provide follow up medical and surgical services.

#### Response:

MGUH complies with this standard as evidenced by meeting/exceeding licensure and accreditation standards.

See also, Exhibits #14 and #15.

CON applicants should have written policies and procedures regarding discharge planning and follow-up care.

#### Response:

MGUH complies with the above continuity standard at all levels of care as required and evidenced by current licensure by the DC Department of Health, accreditation by the Joint Commission on the Accreditation of Health Care Facilities, certification by the Centers for Medicare and Medicaid Services for participation in the Medicare and Medicaid programs. The Hospital's policy on Discharge planning outlines the discharge process.

All patients discharged are provided post discharge information and instructions for continuing care and where necessary, appropriate continuity of care referrals to home health and other institutional and community-based services. MGUH has access to the region's most comprehensive array of health care services—owned and operated by its parent, MedStar Health—including primary; secondary and tertiary care; and post-acute care services.

See Exhibit #32, MGUH Policy on Patient and Family Education.

See Exhibit #33, MGUH Policy on Discharge Planning.

See Exhibit #34, MGUH Discharge of Patient Procedures.

See Exhibit #35, MGUH Discharge Orders for Adult Homecare Form.

Patients and families should be educated prior to discharge regarding the practices to be followed for patients at home.

#### Response:

See above response regarding discharge planning.

CON applicants should have an individualized care plan for all patients, which should include the diagnosis and assessment of the client's physical and mental health, and a determination of an appropriate treatment.

#### Response:

MGUH complies with the above continuity standard at all levels of care as required and evidenced by current licensure by the DC Department of Health, accreditation by the Joint Commission on the Accreditation of Health Care Facilities, certification by the Centers for Medicare and Medicaid Services for participation in the Medicare and Medicaid programs.

All patients discharged are provided post discharge information and instructions for continuing care and where necessary, appropriate continuity of care referrals to home health and other

institutional and community-based services. MGUH has access to the region's most comprehensive array of health care services-- owned and operated by its parent, MedStar Health-- including primary; secondary and tertiary care; and post-acute care services.

The MGUH proposal is consistent with the State Health Plan Continuity Criterion.

#### **Cost Criterion**

CON applicants should provide information on the financial viability of proposals.

#### Response:

See application responses to Questions # 40, #41 and #42. Under any circumstance, the introduction of proton beam therapy is a costly proposition. The technology is complex and the manufacturing of the equipment is correspondingly expensive. Providers seeking to establish proton centers are faced with clear choices. They can either pursue a multi-vault system which can cost between \$100-200,000,000, require major construction, and take years to implement. Alternatively, they choose the latest FDA-Approved technology which involves a single-vault system costing significantly less, requiring minimal construction, and which can be implemented within a year's time. MGUH chose the latter, more cost effective, financially viable approach. The financial viability of MGUH's proposal is well-supported. Moreover, it is important to note that MGUH's motivation for bringing proton beam therapy to its radiation medicine program is not financial. Rather, MGUH is motivated by its desire to take its cancer treatment programs and technology to the next level, for the benefit of its physicians, its students, and most importantly, its patients.

CON applicants should demonstrate that less costly alternatives are not feasible or appropriate for the target population.

#### Response:

See application response to Question #57. MGUH has chosen the least costly alternative to implementing a proton beam therapy service.

The costs of construction, equipment, expansion, or renovation of a facility should demonstrate an active intent to contain costs and should be consistent with costs for similar facilities and patient units in the Washington, D.C. metropolitan area. In considering applications batched for review, the SHPDA may give favorable consideration to whichever of the applicants historically has provided the higher annual percentage of uncompensated care and the higher annual percentage of services to Medicare and Medicaid.

#### Response:

MGUH gave careful consideration to all proton beam therapy modalities in determining the most cost effective manner for adding this expensive technology to its platform of advanced radiation therapy services. After much research regarding the various modalities available, the respective costs of each, and the likely demand for this innovative service in D.C., MGUH made the conscious decision to take the more conservative approach and proceed with the single vault model. MGUH concluded that this model was equal in quality to the more traditional multi-vault systems, and could be introduced at Lombardi at a significantly reduced cost than the larger, exceedingly more expensive systems costing hundreds of millions of dollars.

CON applicants shall demonstrate the availability of funds for capital expenditures and operating needs as well as the immediate and long-term financial projections of the costs of and charges for providing health services.

#### Response:

#### See Exhibit #36, MedStar Health Audited Financial Statement.

MedStar Health has ready access to the resources necessary to fund this project, absent any outside financing, which will relieve MGUH of any burdensome financing costs.

CON applicants must demonstrate the sources and amounts of funding for proposed projects including borrowing details; audited financial statements, lease and purchase arrangements, and other such financial indicators as may be requested by the SHPDA.

#### Response:

See response to the above standard.

#### See Exhibit #7.

CON applicants must provide a written commitment that services for uncompensated care will be offered at a standard that meets or exceeds the District requirements.

#### Response:

MGUH posts its obligation for the provision of uncompensated care on its website and at each patient registration site.

CON applicants must provide a written commitment to participate in the Medicare and Medicaid programs.

#### Response:

Not applicable. MGUH is already an existing participant in the Medicare and Medicaid programs.

Applicants should submit a projected manpower budget specifying the personnel required for the staffing of the proposed project and a plan for the recruitment and training of personnel.

#### Response:

See application response to Question #43.

CON applicants shall provide full disclosure of all entities, subsidiaries, or persons within a legal chain of control and such other relevant information as may be deemed necessary by the SHPDA for full disclosure.

See disclosure of entities involved in this project noted in application response to Question #48.

#### Question 50: Facility Long Range Plan

The addition of proton therapy to the Lombardi Cancer Center and the Radiation Medicine service is consistent with MGUH's adopted Strategic Plan that calls for building on the reputation and strengths of its existing clinical programs. The Plan objectives include the continued development of treatment options, collaboration with other academic medical centers using advanced treatment therapies and technology for patient care, and development of appropriate training programs for physicians, nurses, physicists, and other clinical specialties to assure availability of medical professionals to meet future needs across the United States. The addition of proton therapy will provide needed capacity and access to state-of-the-art therapy for District residents and will provide opportunities for real-time training and research under approved IRB protocols for new treatment therapies. The addition of the proposed proton system advances the above objectives and capitalizes on the significant clinical infrastructure developed in the past several years.

This unique opportunity to enhance a nationally recognized training and research center will benefit the citizens of D.C. through the advancement of science and medicine and provide its citizens with cutting edge treatment for tumors. Georgetown University has developed an experienced radiation medicine team of national prominence. MGUH has an established patient referral base that will bring additional patient volume that will enhance the efficiency of the existing radiation therapies and service infrastructure and add to the clinical expertise that will benefit all programs.

#### **Relationship to MedStar Mission**

The strategic goal for the MedStar Cancer Network in the Washington region is the continued development of cancer therapies and implementation of a distributed care delivery network that connects research and clinical care at sites that are easily accessible to patients and provide an enhanced patient experience. This is consistent with MedStar's Mission to serve our patients and our communities, as well as enhance our service, patient-first, and innovation values.

The Georgetown University/MedStar Health cancer programs have received accreditation, certification and/or recognition from the following organizations:

- In 1974, the Lombardi Comprehensive Cancer Center became the 16<sup>th</sup> NCI-designated Comprehensive Cancer Center in the country, and is one of only 41 designated centers in the country today.
- MedStar Washington Hospital Center (MWHC) has one of the first oncology programs in the nation to be recognized by the Quality Oncology Practice Institute (QOPI) Certification Program meeting the ASCO standards for high-quality cancer care.
- MWHC Center for Breast Health is one of only two breast centers in the District and among 385 nationwide to earn the National Accreditation Program for Breast Centers (NAPBC) designation.
- Both MGUH and MWHC have received the Breast Imaging Center of Excellence by the American College of Radiology (ACR).

MGUH's partnership with Georgetown University and the Lombardi Comprehensive Cancer Center facilitates and enhances patient access to internationally known clinical and research expertise. The size and breadth of the MedStar system, the availability of cutting-edge technology at MGUH and MWHC, and existing community outreach programs will offer tremendous benefits and access to the citizens of the District of Columbia.

The stereotactic radiosurgery and proton therapies are provided under the leadership of Anatoly Dritschilo, MD, Chairman of the Department of Radiation Medicine. Dr. Dritschilo is currently Professor and Chairman of the Department of Radiation Medicine at Georgetown University School of Medicine in Washington, D.C., a title he has held since 2010. He also served as Chairman of the Department of Radiation Medicine from 1980 to 2005. Dr. Dritschilo graduated from medical school in 1973 and completed his residency in radiation therapy at Harvard Medical School. He joined the Georgetown faculty in 1979 as an Associate Professor in the Department of Radiology and has served on the Georgetown faculty since that time. Dr. Dritschilo has published nearly 200 articles on radiation therapy and was named a Fellow of the American College of Radiology in 1992. He is a member of over a dozen professional societies and serves as a reviewer for many professional radiation medicine journals. Dr. Dritschilo also holds seven patents. Dr. Dritschilo's credentials are beyond reproach. See Exhibit #37, Anatoly Dritschilo, M.D. Curriculum Vitae.

Finally, and importantly, given the benefits of proton beam therapy for children in particular, MGUH has three highly-skilled, nationally recognized pediatric oncologists on its medical staff. These clinicians will not only be likely referral sources to the proton beam service, their experience and expertise in childhood cancers, and in caring for children with cancer, will serve as a tremendous resource to the proton beam team as this new technology is introduced for the treatment of children at MGUH. See Exhibit #38, Curriculum Vitae for Pediatric Oncologists.

MedStar Georgetown's experienced medical team is internationally recognized as leaders in tumor treatment, and stand ready to introduce proton beam therapy to cancer patients and providers in the District of Columbia. See Exhibit #39, Curriculum Vitae for Radiation Therapy Clinicians.

Question 51: Discuss the need of the population to be served has for the services to be offered or expanded. Explain how you reached the conclusion that there is unmet need. Include an analysis of the area and population to be served, the present and future utilization patterns of the proposed facility and service(s), and the impact of the proposal, if implemented, on the utilization of existing facilities and services(s) in the area. Use the methodology (if any) specified in the Comprehensive Health Plan.

Demonstration of an unmet need is essential to approval of an application for a CON.

#### Response:

Proton therapy is an established and proven treatment that is currently being implemented to improve the prognosis of individuals being treated for a wide variety of cancers. At the present time, no proton therapy facilities exist in the greater Washington Metropolitan Area, including the District of Columbia, the State of Maryland and Northern Virginia to provide this essential care. Given the documented evidence of cancer in all three jurisdictions, and the number of cancer patients who will benefit from this therapy based on conservative and expert clinical judgment, there is a compelling need now for this innovative treatment modality at MGUH/LCCC.

Given the clinical and technological expertise involved, it is critical to have the right institution in place to implement this advanced therapy. The MGUH/LCCC is clearly the institution that has all of the necessary resources that best insures quality care for cancer patients who need proton therapy. MGUH has the track record and expertise in the multiple available cancer treatment modalities and clinical training to assure that the proposed proton therapy service will offer the best experience available, and that proton therapy will be properly integrated within a cancer patient's treatment plan at the direction of each patient's full-time on-site clinical team.

As is the case for other treatment modalities for cancer, proton therapy will be provided on an outpatient basis to patients referred to MGUH/LCCC for advanced radiation oncology services.

#### A. Service Area Analysis

MGUH/LCCC provides comprehensive treatment services to cancer patients residing in the Metropolitan Washington area and beyond. Among those services are the advanced radiation oncology services.

In order to determine the likely service area and population to be served by the proposed proton therapy service, we examined the data on the 1,641 cases of radiation oncology services provided to patients at MGUH/LCCC on an outpatient basis for the 12 month period ending September, 2012. This sample of patients was selected because it represents the population of potential patients most eligible to need proton therapy. In the most recent period, patients referred for advanced radiation oncology services received either conventional (photon) radiation therapy services or CyberKnife services at MGUH/LCCC. The proposed proton therapy service will provide a third treatment option for this patient population.

As shown below, on TABLE 1, of the 1,641 cancer patients who were treated at MCUH/LCCC for advanced radiation oncology services on an outpatient basis, 402 (24%) were residents of the District of Columbia, 708 (43%) were residents of the State of Maryland, 403 (24%) were residents of the Commonwealth of Virginia, and 128 (9%) were residents of other areas.

nt Statistics,	Radiation O	ncology	
Outpatient Cases			
iction of Pat	ient Residenc	ce	
Radiation			
Therapy	Cyberknife	Total	
Patients	Patients	Outpatients	
272	130	402	
121	145	266	
178	135	313	
21	34	55	
2	3	5	
4	15	19	
7	21	28	
7	15	22	
22	8	30	
32	16	48	
2	3	5	
1	3	4	
2	4	6	
131	81	212	
24	17	41	
6	4	10	
27	20	47	
73	55	128	
932	709	1,641	
	Outpatient iction of Pat Radiation Therapy Patients  272 121 178 21 2 4 7 7 22 32 2 11 2 131 24 6 27 73	Radiation   Therapy   Patients   Patients	

Source: MGUH

The demographic characteristics of these patients is shown on TABLE 2. 697 (42%) were women, 944 (58%) were men, 1875 (53%) were white, 452 (28%) were African-American, and 316 (19%) were Other/Unknown race.

TABLE 2. Patient Statistics, Radiation Oncology

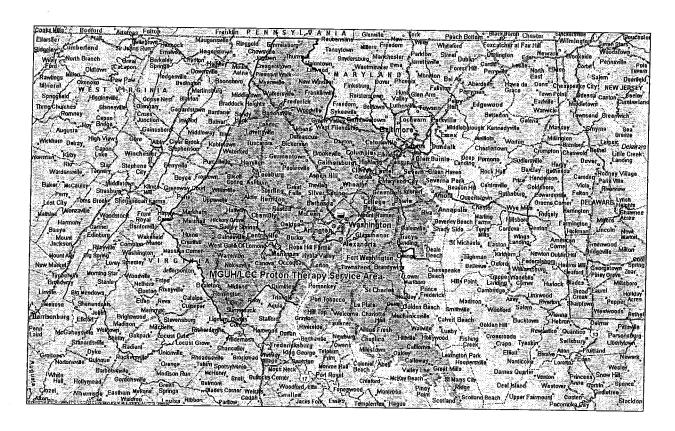
Outpatient Cases by Race and Gender

	ee ana een	
Demographics	Number	%
African American	451	28%
Declined/Unknown	316	19%
White	874	53%
TOTAL	1,641	100%
Male	944	58%
Female	696	42%
TOTAL	1,640	100%
Course, MCIIII		

Source: MGUH.

<sup>1</sup> The gender of one patient was not recorded.

The principle geographic source of patients for the proposed proton therapy program will likely reflect the existing geographic areas of patients currently referred for advanced radiation therapy outpatient services at MGUH/LCCC. Based on the historic utilization of MGUH/LCCC for advanced radiation oncology services, we consider the entire Metropolitan Washington Region to be included in the service area for the proposed proton therapy service. A map of the proposed service area is shown below and at **Exhibit #2**.



### B. Incidence of Cancer Among Service Area Residents

Cancer is the second-leading cause of death in the United States. Based on National Cancer Institute data, the incidence rate for all cancers in the Metropolitan Washington region is 419.7 per 100,000. This rate yields an estimate of approximately 25,000 new cancer cases in 2011, as shown below.

TABLE 3. N	/letropolitan W	ashingtion	Region
Service Area for N	MGUH/LCC Prot	on Therapy	Service
Estimated Incidence of Cancer, 2011			
			Estimated
	2011		Cancer
Jurisdiction	Population	All Rate	Incidence
DC	571,822	447.5	2,559
Prince George's	871,233	408.1	3,556
Montgomery	989,794	406.7	4,025
Charles	149,130	431.5	643
Howard	293,142	432.5	1,268
St. Mary's	107,484	466.5	501

89,256

544,403

144,301

216,004

39,300

22,549

12,751

1,100,692

325,405

419,006

66,071

474

483.5

344.7

372.8

385.7

385.9

391.9

402.5

408.9

420.6

426.7

423

497

805

152

87

50

4,430

1,331

1,788

278

2,632

Calvert

Arlington

Anna Arundel Alexandria City

Manassas City

Falls Church City

Fairfax City

Fairfax

Loudoun

Fauquier Prince William

TOTAL 5,962,343 25,026
Source: National Cancer Institute; US Census, 2011 Estimates.

Among residents of the expected service area for the proposed proton therapy services, will be those cancer patients who will be referred to the MGUH/LCCC radiation oncology program for evaluation and treatment.

#### C. Radiotherapy as a Cancer Treatment Alternative

The treatment of cancer is built on three cornerstones: surgery, medication and irradiation. Cancer patients will receive multiple treatment modalities throughout the course of their treatment. However, not all tumor types, or all stages of a specific tumor can be treated with each of the three modalities.

In the United States, 50 – 60% of cancer patients receive radiation as part of their cancer care.2 Throughout the past 20 years, radiation oncology has grown not only in the number of providers and facilities that deliver radiation, but also with respect to its clinical applications and scientific understanding. Radiation therapy has been credited with improvements in the treatment of cancers in the primary, adjuvant, and metastatic settings. Outlined below are the facts which demonstrate that radiotherapy as a treatment modality has been and will continue to be, an important component of cancer treatment going forward.

- Nearly two-thirds of all cancer patients will receive radiation therapy during their illness.
- The number of radiation oncologists in the U.S. has been growing steadily. There were 1,169 radiation oncologists in 1975, 2,272 in 1985 and 3,630 in 1995.
- In 2004, nearly one million patients were treated with radiation therapy.

56

<sup>2</sup> http://www.radiologyinfo.org/en/info.cfm?pg=intro\_onco

- Sixty percent of the patients treated in 2004, or 574,930 individuals, had not previously received radiation therapy.
- In 2004, patients made about 23.4 million radiation therapy treatment visits to 2,010 hospitals and freestanding radiation therapy centers.
- Three cancers breast cancer, prostate cancer and lung cancer make up more than half (56 percent) of all patients receiving radiation therapy.
- For most cancer types treated with radiation therapy, at least 75 percent of the patients
  are treated with the intent to cure the cancer, rather than control the growth or relieve
  symptoms like pain. For lung and brain cancers, that number is somewhat lower, with
  59 percent of lung cancer patients and 50 percent of brain cancer patients being
  treated with the goal of curing the cancer.
- An average linear accelerator is used for 4,500 to 6,500 treatments per year.
   The average patient receiving external beam radiation therapy receives 29 treatments.
- In 2004, 11 percent of patients receiving radiation were treated with more than one type of radiation therapy.
- The average radiation oncologist sees between 200 and 300 patients annually.
- In 2004, linear accelerators comprised 88 percent of treatment courses. More specialized radiation treatments such as Gamma Knife and brachytherapy make up the remaining 12 percent.

Sources: Physician Characteristics and Distribution in the U.S., 2010 Edition, 2004 IMV Medical Information Division, 2003 SROA Benchmarking Survey.

#### D. Proton Therapy Utilization

Proton therapy is one of the most precise and sophisticated forms of external beam radiation therapy available. The advantage of proton radiation therapy over X-rays is its ability to deliver higher doses of shaped beams of radiation directly into the tumor while minimizing the dose to normal tissues. This feature of proton therapy leads to reduced side effects and improved survival rates.

While proton therapy is seen as a valuable treatment option by the leadership of MGUH/LCCC, its main drawbacks are seen in terms of costs and availability. On the cost side, until recently, implementing a proton therapy program required a capital investment well in excess of \$100,000,000. As discussed in other sections of this application, the cost of implementing the proposed program at MGUH/LCCC is considerably less costly. Second, the availability of proton therapy has been limited to only a very few locations in the United States. In order to improve access to the full range of radiation oncology technologies, we propose on behalf of the six million residents of the Metropolitan Washington Region, that Washington, D.C. should now be one of those locations.

On a clinical level, proton therapy is anticipated to provide the same if not better benefits than photon-based therapy, considering the limited clinical data available for certain tumor types. The main advantage of proton therapy is its potential for greater accuracy.

In the United States, there were 10 proton facilities in operation at the end of 2011 that report data to the public. These data are shown below:

#### **TABLE 4. Patient Statistics** Proton Therapy Facilities in Operation at the end of 2011, United States Year of Average # of Average First Total Annual Treatment Annual Location Name **Patient Patients Patients** Rooms Pts./Room California **UCSF-CNL** 1994 1,391 82 N/A N/A California Loma Linda 1990 16,000 762 5 152 Indiana **IU** Health 2004 1,431 204 4 51 Massachusetts Boston NPTC 2001 5,562 556 3 185 Texas MD Anderson 2006 3,400 680 4 170 Florida **UFPTI** 2006 3,461 692 4 173 Oklahoma ProCure PTI 2009 623 312 6 52 Pennsylvania Upenn 2010 433 433 5 87 Illinois CDH 2010 367 367 3 122 Virginia HUPTI 2010 N/A N/A 5 N/A

\*Opened in May, 2012.

Missouri

See Exhibit #40, Siteman Cancer Center Newspaper Articles.

Siteman Cancer Cntr.\*

Source: Proton Therapy Co-Operative Group; MGUH.

Among these ten facilities, the closest location to the Metropolitan Washington Region is the facility located in Hampton, Virginia, nearly 200 miles away from most locations. Local access to proton therapy would benefit patients by allowing them a reasonable daily commute as opposed to long drives or having to stay away from home during their typical six to eight week treatment regimens.

2012

N/A

N/A

1

N/A

Proton therapy has been used in the treatment of the following types of cancers:

- 1. Prostate
- 2. Luna
- 3. Uveal Melanoma
- 4. Optic Pathway Gliomas
- 5. Sarcoma of the Skull Base
- 6. Sarcoma of Cervical Spine
- 7. Astrocytomas
- 8. Non-resectable rectal
- 9. Liver
- 10. Thyroid
- 11. Pediatric Cancers
- 12. Benign Meningioma
- 13. Esphogeal
- 14. Head and Neck
- 15. Bladder
- 16. Brain Tumors
- 17. Lymphoma
- 18. Kidney/Renal
- 19. GYN/Ovary
- 20. Uterus
- 21. Cervix

Many of these tumors are located near sensitive tissue and/or other critical bodily structures. As such, proton therapy represents an appealing treatment option in light of its ability to precisely target the tumor leaving minimal peripheral tissue damage. From among the current applications for proton therapy, the radiation oncology leadership of MGUH/LCCC confirms that the current tumor focus for the proposed proton therapy program is to be for spine, prostate, brain, lung, head and neck and gynecology cancers, as well as pancreas, liver, kidney, and colon cancers.

The actual number of patients treated by the attending radiation oncologists at MGUH/LCCC is shown below:

TABLE 5. Pa	tient Statist	tics, Radiatio	on Oncology
		ent Cases	e • me median per panyeloring ne
by Attend	ing Physicia	n and Treatr	nent Type
	Radiation		
	Therapy	Cyberknife	Total
Physician	Patients	Patients	Outpatients
Collier	58	0	58
Collins, Brian	164	213	377
Collins, Sean	191	254	445
Dritschilo	80	7	87
Harter	252	144	396
Madu	17	2	19
Natarajan	1	0	1
Satinsky	3	6	9
Unger	166	81	247
Unassigned	0	2	2
TOTAL	932	709	1,641

Source: MGUH.

Shown below on TABLE 6. are the estimated number of proton therapy cases and treatments that are considered most amenable among the cancer patients who have been treated at MGUH/LCCC for advanced radiation oncology, including CyberKnife. The 1,641 advanced radiation oncology cases treated on an outpatient basis at MGUH/LCCC for the twelve-month period ending September 30, 2012 were reviewed by a clinically experienced radiation oncologist: Anatoly Dritschilo, MD, FACR. **See Exhibit #36.** He determined first that 1,253 radiation oncology cases at MGUH/LCCC included nine tumor site categories for which proton therapy is a potentially beneficial therapy.

Second, based on Dr. Dritshilo's expert clinical judgment, 308 proton therapy cases were selected out of those 1,253 cases. The resulting distribution of proton therapy cases and estimates of needed proton therapy treatments for the proposed MGUH/LCCC proton therapy service for each of the nine categories are shown below on TABLE 6.

The potential clinical benefits of proton therapy are attributed to the ability to spare healthy tissues from radiation injury. The application of proton therapy to patients at MGUH/LCCC will include disease sites such as the head and neck, lung, spine, the central nervous system and prostate, sites that have been advanced as amenable to treatment with currently available proton technology using conventional fractionation and numbers of treatments.

Other sites, such as pancreas, liver, kidney, colon and gynecological cancers are suitable for developing effective treatment protocols and fractionation schemes. As hypo-fractionation is explored and becomes accepted as the standard of care for some tumors, proton therapy applications are anticipated to expand and are included in Dr. Dritshilo's estimates shown below.

Prostate patients require approximately 40 treatments for a full course of conventionally fractionated radiation therapy. Brain and lung cancer patients typically require 30 treatments per course of treatment. The benefit of proton therapy for these disease sites is in the reduced dose to healthy tissues.

Pancreas, liver, kidney and colon were estimated to require 15 treatments per course, consistent with hypo-fractionation strategies for the treatment of these relatively resistant tumors, in combinations with chemotherapy.

Gynecology malignancy treatments using 20 fractions is based on conventional fractionation estimates.

Spine treatment estimates of 20 proton therapy treatments represents an approximation, averaging 30 treatments of primary tumors and metastases requiring only 10 treatments.

Head and neck cases will likely require boost treatments for dose escalation, in combination with conventional radiation therapy using IMRT technology.

TABLE	6. Patient S	tatistics, Rad	iation Oncolog	Sy
Advanced Radiation				
		Type at MGU		and the second s
			Average	
	Radiation	Estimate of	Number of	Estimated
	Oncology	Proton	Proton	Proton
	Patients	Therapy	Treatments/	Therapy
Tumor Type	by Tumor	<u>Patients</u>	Patient	Treatments
Spine	65	45	20	900
Prostate	346	110	40	4,400
Brain	127	36	30	1,080
Lung	149	30	30	900
Head & Neck	346	35	15	525
Pancreas	70	13	15	195
Liver/Kidney	49	13	15	195
Colon	48	14	15	210
Gyn	53	12	20	240
TOTAL	1,253	308		8,645

Source: MGUH.

As shown on TABLE 4 above, the most recently implemented proton therapy programs have reported actual average utilization of fewer than 700 patients/year for a 3-6 room facility. The projected estimate of utilization at the proposed MGUH/LCCC proton therapy program is consistent with the actual patient volumes reported at existing programs.

During the same 12-month period ending September, 2012, 12 pediatric<sup>3</sup> cancer patients received advanced outpatient radiation oncology services at MGUH/LCC, of whom 5 are considered by Dr. Dritschilo to be clinically suitable for proton therapy. These patients are not, however, included in the Table 6 estimates.

The estimates shown above should be considered highly conservative, because they do not include any cancer patients referred to MGUH/LCCC in the 12-month period ending September, 2012 who were subsequently referred to proton therapy programs located in Pennsylvania, Massachusetts, Virginia and Florida. The leadership of MGUH/LCCC anticipates a reduction of these referrals to these distant facilities following the initiation of the proposed program.

In summary, the projected utilization of the proposed MGUH/LCCC proton therapy program assumes that had its program been in operation during the most recent twelve month period, approximately 308 radiation oncology patients treated on an outpatient basis, including those treated in the MGUH/LCCC CyberKnife program, would have been treated by proton therapy. As shown on the charts above, the patient estimates and treatment rates are related to specific tumor types identified by Dr. Anatoly Dritschilo, a clinically experienced radiation oncologist.

The actual number of proton therapy treatments provided at MGUH/LCCC would of course depend specifically on the individual needs of each patient. Moreover, the rates of proton therapy eligibility and average number of treatments per case are likely to change over time given new clinical protocols being studied, and further evidence concerning the effectiveness of proton therapy in treating particular tumors.

Today, multiple clinical protocols are being carried out in the United States assessing the benefits of proton therapy for particular patients with particular cancers. Such developing protocols will be part of the proposed MGUH/LCCC proton therapy program, together with the protocols for the highly utilized advanced radiation therapy modalities, including CyberKnife, currently available at MGUH/LCCC. Thus, current expected rates may be different from actual future rates.

#### E. Proton Therapy Capacity

The capacity of the proposed proton therapy program at MGUH/LCCC is estimated to be 10,500 treatments per year, based on the following:

- 1. 3 patients/hour
- 2. Twenty minutes/treatment
- 3. 14 hours of treatment time/day
- 4. 5 day/week operations
- 5. 50 weeks of operations/year (to account for holidays).

Assuming that the estimate of 308 proton therapy patients requiring, on average, 28

<sup>3</sup> For purposes of this analysis, pediatric patients are defined as those patients age 18 and under.

treatments, based on the expected mix of tumor types eligible for proton treatment, the MGUH/LCCC proton therapy program should be operating at 82% of its total capacity. This level of utilization will permit some additional growth in utilization should demand for this service increase above expected levels.

#### F. Conclusion

Our analysis concludes that approximately 19% (308 / 1,641) of the cancer patients now being treated on an outpatient basis for advanced radiation oncology, including CyberKnife technology, at MGUH/LCCC, are clinically eligible and suitable for proton therapy. The vast majority of these patients will be residents of the Metropolitan Washington Region which currently does not have an accessible proton therapy program. Given that proton therapy is a precise form of radiotherapy, with the advantage over existing forms of radiotherapy to deliver high doses of radiation into the tumor while minimizing the dose to normal tissues, this alternative technology and the program to support it being proposed by MGUH/LCCC is needed.

#### Question 52: Reduction/Elimination or Relocation of a Service

Not applicable to this project.

# Question 53: Discuss the extent to which the medically underserved currently use your services

District residents make up 31% of MGUH's discharges. Fifty percent of District of Columbia resident discharges are from Wards 2 and 3. Medically underserved Wards 7 and 8 account for approximately 15% of MGUH's D.C. resident discharges.

Approximately 23% of the patients seen at the MGUH are elderly (65 years of age and older). Racially, 55% of the patients discharged from MGUH are non-white.

Please refer to application Question #30 for a breakdown of patients served at MGUH by financial class or payer.

MGUH and the Lombardi Comprehensive Cancer Center provide patients with a number of programs that target underserved populations including:

#### 1. Capital Breast Care Center (CBCC)

The Capital Breast Care Center (CBCC), located at 650 Pennsylvania Avenue SE, opened in April 2004 and is a major initiative to reduce breast cancer disparities in Washington, DC. The CBCC offers health education, genetic counseling and testing, clinical breast exams, and mammograms regardless of a woman's ability to pay. A health navigator is on staff to help women who receive a diagnosis of breast cancer.

Georgetown Lombardi's Capital Breast Care Center's mission is to provide comprehensive, culturally appropriate breast cancer screening services and to promote health and wellness to women in the DC metropolitan area, regardless of their ability to pay. In eight years of operations, CBCC has screened more than 9,500 women. The annual screening rate at its current capacity is 1,700 per year or 15 women per day. Nearly 15% of women screened for breast cancer have an abnormal finding, requiring patient navigation for diagnostics and definitive procedures. CBCC has diagnosed more than 100 breast cancer patients to date, most in the early stages of the disease. This is twice the national average for abnormal screenings, emphasizing the need for services in the nation's capital. Moreover, CBCC sees a diverse minority clientele, which include Black (47%), Hispanic (37%), non-specified (9.2%),

White (4%), Asian (2.0%), Other (0.7%), and American Indian or Alaska Native (0.1%). As such, 24.7% of the women screened are uninsured, 26.7% are enrolled in Medicaid, 6.8% are enrolled in Medicare, and 16% have commercial insurance.

#### Breast Cancer Disparities

Early detection through the use of mammography plays an important role in reducing breast cancer mortality. This decline is not as dramatic in populations of racial and ethnic minority women. In the Washington, DC area Caucasian women have a higher incidence of breast cancer with lower rates of mortality. African-American women have a lower incidence of breast cancer but a higher mortality rate. Disparities in survival may also be related to differences that racial and ethnic minority women face beginning with detection and management of cancer, including screening, timeliness of diagnostic testing after abnormal screening, quality of care during breast cancer treatment and follow-up upon completion of breast cancer therapy. Services provided at Capital Breast Care Center eliminate most access barriers (socioeconomic, transportation, linguistic among others.). Thus, 95% of all cancer cases identified through the Center are in early stages when treatment outcomes are most optimal.

Lombardi Comprehensive Cancer Center aims to increase mammography screening prevalence in the Washington DC area through improved access to screening and high-quality, follow-up treatment for medically underserved women. CBCC is a model program in the community demonstrating that the demand for breast cancer screening presented in a culturally competent manner is important to women in the greater Washington, DC area.

# Celebramos la Vida!, translated as "Let's Celebrate Life"

Celebramos la Vida! is a free clinic offered to Latina women 40 years and older who might not otherwise obtain mammograms, pap smears, or related health education. The screening is provided one Saturday each month at Lombardi's Ourisman Breast Health Clinic.

#### 3. Pediatric KIDS Mobile Medical Clinic

Since 1992, the KIDS Mobile Medical Clinic (KMMC) has provided more than 44,000 patient visits to children and adolescents living in the underserved communities of the District of Columbia who are at risk and have poor access to comprehensive pediatric health care services

During the last year, we provided more than 2,000 medical visits to 1,000+ children who live in some of the city's most impoverished neighborhoods. We have also provided more than 250 mental health and social service interventions. Our unique coordinated team approach to care is a best practice model. The clinic will continue to provide a medical home to children and their families for years to come.

During the last 17 years, our mission has remained steadfast. The KIDS Mobile Medical Clinic was founded on the belief that every child, regardless of financial means, deserves high quality, community based and comprehensive care. We continue to surround each child with a "blanket of care" within the scope of the program's key areas and programs:

- Comprehensive Pediatric and Adolescent Health Care
- Child Advocacy and Mental Health
- Social Services
- Education and Outreach

- Dental Care
- DC Hoya Clinic

Our comprehensive health care model offers children the following services:

- School/sports/summer camp physicals
- · Well and sick visits
- Immunizations
- Tuberculosis screenings
- Hearing/vision screenings
- Gynecologic services
- Referrals to specialists as needed
- Medical management for chronic illnesses such as asthma, diabetes and HIV/AIDS

In the last year, we have accomplished much in these areas by expanding sites, increasing services at a family homeless shelter through the medical student driven HOYA Clinic and improving our efficiency and coordination using cutting edge electronic medical record system. We continually try to lead the way in reaching vulnerable populations with outstanding care.

The KIDS Mobile Medical Clinic is proud to work in collaboration with the District of Columbia Department of Health, community leaders and various community organizations that serve children in Wards 7 and 8 in Anacostia.

We also work in collaboration with the Ronald McDonald House Charities of Greater Washington, DC, which supports the Ronald McDonald Care Mobile Program. This unique network of mobile units provides worldwide partners from whom we draw expertise and to whom we offer our own considerable experience. This special vantage point allows us to help children around the world receive better care and promote MedStar Georgetown's mission of "cura personalis"—caring for the whole person. During the last few years, our program has diversified and expanded our relationships.

### 4. The Hoya Clinic

The HOYA Clinic, located in the former DC General Hospital in Southeast Washington, DC, is an after-hours clinic that provides free health care to the homeless, underserved, and uninsured populations. The clinic exists as a partnership of MedStar Georgetown University Hospital (MGUH), Lombardi Comprehensive Cancer Center, Georgetown University (GU), and the District of Columbia community. MGUH and GU faculty physicians and medical students volunteer their time to staff the clinic. Each member of our team is committed to providing accessible and quality health care to children, adults, and families in the DC community.

The HOYA Clinic strives to create a respectful atmosphere in which providers and patients work together as partners to improve access to community-based care. Dr. Eileen Moore, Assistant Dean for Community Education and Advocacy at the Georgetown University School of Medicine and Medical Director of Adult Services for the clinic says, "the goal is to provide quality medical care to those with the greatest need while we foster volunteerism and compassion in our students as they learn about the challenges our patients face."

The Hoya Clinic is part of The Georgetown Lombardi Health Disparities Initiative. The Mission of the Initiative is to facilitate, stimulate, and promote synergy in addressing the biological and environmental basis of cancer health disparities via research, training, communication, and education.

5. Georgetown Lombardi Comprehensive Cancer Center - Office of Minority Health and Health Disparities Research in Southeast Washington, D.C.

The Office of Minority Health and Health Disparities Research is a community-based anchor for the cancer-related research underway as part of a \$6.1 million grant awarded in 2012 Georgetown University Medical Center to establish a new Center for Excellence for Health Disparities in Our Nation's capital. The onsite office includes faculty with expertise in cancer epidemiology, health communications, exercise physiology, and nutrition as well as a nurse practitioner, community health educator students-in-training and an administrative staff. All will complement Georgetown Lombardi researchers whose primary focus is on developing community-based interventions and studying barriers to proper diagnosis and follow-up care. The office features an exercise physiology lab, "Exergaming" rooms, and DEXA equipment for measuring body fat composition and bone density.

The community site, located at 1000 New Jersey Ave, SE, demonstrates Georgetown's commitment to engaging underserved and ethnic minority populations in the District of Columbia in research focused on reducing cancer disparities.

The Office of Minority Health and Health Disparities Research is led by internationally renowned cancer epidemiologist, Lucile Adams-Campbell, Ph.D., associate director for Minority Health and Health Disparities Research at Georgetown Lombardi.

#### Question 54: Free Care

MGUH has met and gives assurances that it will continue to meet applicable community service requirements and free care requirements of the D.C. Certificate of Need Law. In the fiscal year ending June 30, 2012, MGUH provided a total of \$5,363,781 in uncompensated care and total community benefits valued at \$56,648,214, not including bad debt in the amount of \$11,957,084.

MGUH provides its services without regard to any protected status, including race, color, national origin or creed and makes its facilities accessible to the disabled. Currently, there are no civil rights access complaints pending against the Hospital.

See also, Response to Question 53.

#### **Question 55: Access to Services**

One can access the MGUH proton program through any one of the following ways:

- Upon the referrals from primary care physician and oncologists;
- Self-directed referrals through the emergency department, outpatient clinics or through several outpatient satellites including the Pediatric Mobile Clinic. Patient 's without personal physicians or other medical home are assigned a hospital-based physician;
- Referrals from third party payers;
- The MedStar Georgetown University Hospital's Website; and/or
- Community education conferences given by the Lombardi Cancer Center

Once referred for evaluation, patient selection criteria for proton treatment will be based on the recommendations of the patient's medical team.

See also, the response to Question #49, addressing MHUH's compliance with the State Health Plan Accessibility Criterion.

#### Question 56: Relationship to Existing or Related Services

Currently there are only 10 proton centers in the United States. MGUH has the highest stereotactic radiosurgery procedure volume of any center in the United States. We have continued to invest in our radiation medicine program with the addition of a second CyberKnife to serve our patient population. We believe the addition of proton therapy to our existing radiation service is necessary to treat the volume of patients waiting for treatment with proton therapy and to insure access for the residents of the District of Columbia and the Washington metropolitan area to state-of-the-art therapies to treat tumors throughout the body, and provide an additional treatment option for our pediatric cancer population.

Proton beam therapy services are not offered by any other provider in the region. If approved this will be the first proton beam program in the region, offering access to proton beam therapy – a treatment regimen that currently requires patients to leave the area for care.

Moreover, MGUH anticipates that approximately 90% of the patients who will utilize the proton beam therapy service, will be drawn from our own patient population, and referred by our own MGUH-affiliated physicians. Thus, the introduction of proton beam therapy at MGUH will have no impact on other cancer treatment providers in the District.

#### **Question 57: Alternative Considerations**

MGUH has been presented with the opportunity to add proton therapy as a treatment option. The medical team is in place and highly skilled in stereotactic radiosurgery therapy and will be able to incorporate the proton system as a therapy for patients within the Lombardi Comprehensive Cancer Center.

Under any circumstance, the introduction of proton beam therapy is a costly proposition. The technology is complex and the manufacturing of the equipment is correspondingly expensive. Providers seeking to establish proton centers are faced with clear choices. They can either pursue a multi-vault system which can cost between \$100-200,000,000, require major construction, and take years to implement. Alternatively, they choose the latest technology which involves a single-vault system costing significantly less, requiring minimal construction, and which can be implemented within a year's time. MGUH chose the latter, more cost effective, financially viable approach. The financial viability of MGUH's proposal is well-supported. Moreover, it is important to note that MGUH's motivation for bringing proton beam therapy to its radiation medicine program is not financial. Rather, MGUH is motivated by its desire to take its cancer treatment programs and technology to the next level, for the benefit of its physicians, its students, and most importantly, its patients.

#### Question 58: Relationship to Ancillary or Support Services

MedStar Georgetown University Hospital has in place all the necessary support services for a successful oncology program. Lombardi Comprehensive Cancer Center is an NCI designated cancer center (1 of only 41 in the country) that provides support and ancillary services such as the following:

- Social services and case management
- Psychological support services
- Pharmacotherapy and laboratory services
- Physical therapy/Fitness consultation
- Nutrition and diet management
- Pastoral Care
- Palliative Care
- Pediatric Services

#### Question 59: Special Needs and Circumstances of HMO's

With a limited number of programs in the country, the MGUH proton therapy program would serve the special needs of HMOs. It would be our goal to qualify as a center of excellence for HMOs to provide access to this service for their patients.

# Questions 60/61: Special Needs and Circumstances of Biomedical and Behavioral Research Projects and Delivery of Health Services on Clinical Needs of Health Professional Training Programs

The establishment of a proton therapy program will greatly enhance the training of our fellows, residents, students, nurses, physicists, and technical trainees. MGUH and the Lombardi Cancer Center have developed a fellow training program for physicists to provide opportunities for professional development in radiation medicine. The establishment of this program will not only enhance the training of the physicists, but also enhance the training of physicians, nurses, and technical staff that benefit from the knowledge and specialized training these professionals provide. In addition, our physicist team will be training other physicians and physicists throughout the country who come to MedStar Georgetown University Hospital to be trained in the use of our specialized technology for stereotactic radiosurgery. We fully anticipate the same demand for such access to our proton beam therapy capabilities. This will enhance the image of Georgetown as well as establish Washington, D.C. as a city with cutting edge technology and healthcare.

#### Question 62: Area Health Professional Schools Access to Proposed Services

MGUH is integrally involved with other area providers, particularly with regard to our academic affiliations. First, through a major program affiliation with MedStar Washington Hospital Center ("MWHC"), physicians from MWHC serve both on MWHC's medical staff as well as on the faculty at MGUH for radiation therapy services. In addition to our affiliations with our sister facilities, MWHC and MedStar National Rehabilitation Network, MGUH is currently engaged in GME affiliations with the following D.C. hospitals: Children's National Medical Center for neurology residents; Howard University Hospital for internal medicine and oral surgery rotations; and Providence Hospital for family medicine. In addition, MGUH also shares GME affiliations with: Walter Reed for gastro-intestinal residents; The Veterans Affairs Medical Center, and the National Institutes of Health for several specialties, including a major rotation in oncology; and Inova Fairfax for podiatry and pediatrics.

Beyond our GME affiliations, Lombardi and the University of the District of Columbia (UDC) have joined forces to investigate ways of increasing cancer awareness and reducing cancer incidence among African Americans, who bear a disproportionately high burden of certain types of cancer. The partnership includes a UDC master's program in cancer biology, prevention, and control taught by Lombardi faculty, and outreach and education for the DC community.

As noted above, area health professionals will be provided the opportunity to participate in training. We currently have a physics fellow and radiation medicine technician-training program with tuition benefits provided with employment after training. We continue to develop programs for technical staff to address the shortage of qualified personnel who are in great demand.

# Question 63: Impact of Non-Metropolitan Resident Patients on Special Needs and Circumstances

It is estimated that 90% of the patients utilizing the service will likely be from the immediate metropolitan area from which we attract our current oncology patients. We anticipate that 10% of the patients will likely come from outside this immediate area and will be attracted to the program because of the medical team's national reputation. A portion of new patients will be children, a population within the Washington metropolitan area that do not have access to this technology, which has proven to be a much safer treatment option for pediatric patients. We do not expect this project to have any measurable impact on non-metropolitan Washington residents.

#### **Question 64: Economic Impact**

The proposed service is expected to have a positive financial impact on the hospital, but more importantly proton therapy will be available to oncology patients in the Washington metropolitan area. For residents of the D.C. Metro area, the time and expense of traveling and residing in another area to receive proton therapy over an extended period can be avoided by allowing MGUH to provide this service as part of the Lombardi Cancer Center.

Contrarily, to be denied the opportunity to introduce this cutting edge, state-of-the-art technology would have a stifling effect on MGUH's ability to continue to enhance its teaching, research, and patient care capabilities. All of these activities, as well as innovative growth, are critical components of MGUH's mission. To deny MGUH and the Lombardi Comprehensive Cancer Center the ability to pursue its strategic path toward technological prominence and excellence in the area of cancer research and treatment, would have a significant detrimental impact on the hospital and its patients, faculty, clinicians, and students.

#### Question 65: Status of Other Governmental Agency Procedures for Implementation

The Radiation Protection Division of the D.C. Department of Health will need to certify the safe operation of the energy source before treatment of patients begins. Inspection by the District of Columbia DCRA and certification by the Fire Marshall are also required before the facility can begin operations. Our Safety Officer will coordinate the process for approval.

MGUH is committed to obtaining all required regulatory approvals before it begins operation of the proton beam therapy service.

# Question 66: Accessibility of Direct or Indirect Patient Services as a Result of Physical, Financial, or Cultural Barriers

- (a) MedStar Georgetown University Hospital is accessible by public transportation including WMATA bus routes, Georgetown University "GUTS" Bus System and van service to remote office and parking sites operated by the Hospital. Bus /van service is provided to the Dupont Circle and Rosslyn Metro stations.
- (b) Access to the Radiation Medicine service is usually coordinated through referring physicians, however, individuals may self-refer. We work with self-referred patients to organize a care team to review their medical history and provide recommendations for care.
- (c) The Hospital is in compliance with applicable regulations with respect to providing access for the handicapped and providing bilingual signs and interpreters for non-English speaking patients and the deaf. The Hospital provides uncompensated care in accordance with D.C. uncompensated care obligations and provides social services and financial counseling to assist patients in meeting their financial obligations.

See also, the response to Question 49, compliance with the State health Plan Accessibility Criterion.

# Question 67: Potential for Reduction in Use of Inpatient Care

Not applicable. MGUH does not anticipate a reduction in inpatient care as a result of the introduction of proton beam therapy to its radiation medicine program.

# Question 68: Mechanisms for Consumer Participation, Grievances and Rights

It is the policy of MGUH to provide individuals the opportunity to express concerns about issues or questions (including those related to privacy and confidentiality), that may arise during their hospitalization or treatment and to assure that current or future access to care is not compromised by this expression.

A patient care phone line for patients and visitors provide access to the Patient and Physician Advocacy staff and the Privacy Liaison. Information about this service is posted in patient rooms, exam rooms and waiting rooms and in the *Patient Handbook*. See, Exhibits #20 and #21.

Detailed policies and procedures for handling complaints and grievances are provided to all MGUH staff.

# Question 69: Care Continuation Transfer and Coordination Agreements

MGUH has obvious linkages with its sister facilities in the MedStar Health system. MGUH abides by transfer and coordination agreements with other health care providers. We have proper transfer mechanisms in place if it is determined that a patient would be more appropriately treated at another facility. In turn, MGUH accepts referrals of patients for consideration of radiation therapy treatment, which may include brachytherapy, IMRT, stereotactic radiosurgery with CyberKnife, and, in the future, proton beam therapy.

We also assist patients in coordinating third party coverage for their medically necessary services. Georgetown provides information about a chosen therapy to third-party payers to secure coverage for our patients. In those instances where a payer has denied coverage we assist the patient by providing documentation to the payer to support treatment including letters of medical necessity.

#### Question 70: Relationship to Existing System

MGUH, the Lombardi Comprehensive Cancer Center and Georgetown University, together with MedStar Health, are committed to advancing their academic partnership by enhancing the integration and collaboration of their clinical and research programs in oncology. This enhanced collaboration will enable community access to cutting-edge clinical care from MedStar physicians, and provide Georgetown University physician scientists' access to a larger and more diverse patient population for recruitment to clinical trials that advance cancer treatment.

As one of only 41 National Cancer Institute (NCI)-designated Comprehensive Cancer Centers, and the only one in the metropolitan Washington region, Lombardi has thirty years of experience in conducting cutting-edge research and translating those findings into innovative clinical interventions that are designed to reduce the burden of human cancer. Lombardi's scientists and physicians have made major contributions to the understanding and treatment of breast and gastrointestinal cancers, to the development of vaccines to prevent cancers, and to experimental therapeutics research that creates novel treatment options for cancer patients.

MedStar Health, the major clinical partner with the Lombardi Comprehensive Cancer Center, is the region's largest health care system. MedStar Health's continued investment in its oncology service line is consistent with its strategic plan that calls for building on the existing strengths and expertise of our cancer program.

The Georgetown University/MedStar oncology business plan lays out the strategy, objectives, and targets to attain the goal of advancing both partners' national reputation in cancer care through the development and implementation of a distributed care delivery network that connects research and clinical care at sites that are easily accessible to patients and provide an enhanced patient experience.

The proposed services fall within the diagnostic and therapeutic continuum of health services.

#### **Question 71: Quality of Care**

The quality of care provided at the MGUH Lombardi Comprehensive Cancer Center is second to none, and on this criterion alone, Lombardi should be the District's provider of choice to be the first to introduce proton beam therapy to its residents. As an academic medical center, MGUH offers patients with malignant or benign tumors access to a full range of experts, proven treatments, cutting-edge clinical trials and experimental therapies, all in one place. The addition of proton therapy advances therapy options for patients. MedStar Georgetown Lombardi physicians are known internationally for advancing the science and knowledge of tumor treatment and are one of the most experienced radiosurgery teams in the world.

#### CyberKnife Experience at Georgetown

Long a leader in pioneering innovative treatments and technologies, MGUH physicians are among the most experienced in stereotactic radiosurgery with CyberKnife. The CyberKnife has been in use at MGUH since 2002, providing more than 15,000 treatments on

approximately 4,000 patients with tumors of the head and neck, spine, lungs, pancreas, liver, kidney, and the prostate. MGUH was the first hospital on the east coast to offer CyberKnife with Synchrony, the image guidance system that directs robotic movement in conjunction with tumor movement due to respiration or patient movement.

A high-powered computer with software similar to that found on cruise missiles, develops a 3-D image of the tumor to plot the exact size, margins, and location of the tumor. Aided by real-time imaging of the location of the tumor during treatment and a robotic arm that moves around the patient, the CyberKnife can read the images every 10 seconds and send messages to the robot to adjust its movement to move with the location of the tumor. This sophisticated technology allowing for treatment with higher doses of focused radiation with sub-millimeter accuracy in fewer sessions— usually five treatments in one week versus the standard 40 treatments over eight weeks with IMRT - without fear of harming surrounding tissue and critical structures. The treatment is painless and clinical results show that, in many cases, it carries fewer complications and lower risk than open surgery with comparable or better outcomes.

#### Prostate Cancer Treatment

Prostate cancer is the second most common cancer in men. The District of Columbia leads the United States in both the incidence of prostate cancer and its mortality rates. MGUH has been a leader in innovative treatments offering prostate cancer patients the most complete array of advanced therapies available anywhere in the Washington region.

MedStar Georgetown Lombardi Comprehensive Cancer Center is one of only ten centers in the country conducting clinical trials on CyberKnife technology's efficacy for select prostate tumors. Lombardi's team of experts includes urologists and radiation oncologists working together with the patient from initial diagnosis throughout the treatment on a coordinated plan of care. Georgetown currently runs two clinical trials for prostate cancer. The first protocol combines traditional IMRT with follow-up CyberKnife treatment for high risk cancers, and the second study treating low-risk cancers with CyberKnife alone. CyberKnife's unique tracking system has advanced care for prostate cancer by tracking the tumor during respiration and adjusting the treatment area as the tumor moves.

### Advances in Lung Cancer Treatment

Lung cancer remains the leading cause of cancer-related deaths in the United States, exceeding the number of breast, prostate, and colon cancer deaths combined. To address the need, MGUH has invested in its Lung Cancer Program over the past decade, recruiting expert staff and installing state-of-the-art technology. MGUH has established the Center for Thoracic Medical Oncology, known as "the Lung Cancer Clinic" as the core of a comprehensive, multi-disciplinary program to treat the disease, offering state-of-the-art technology, physician expertise, support services and the latest investigational drugs and therapies. Georgetown's team was part of the National Lung Screening Trials, a study proving early detection with CT screening and treatment reduces the mortality rate from lung cancer over twenty percent.

Each week newly diagnosed patients meet with a medical oncologist, radiation oncologist, thoracic surgeon, pulmonologist and radiologist, and a clinical nurse coordinator – all in one visit to give the patient the information. Their collective expertise and experience leads to the best possible, and most timely, treatment which can translate into improved outcomes.

At the American College of Chest Physicians, Brian Collins, MD, Director of the CyberKnife Center and Eric Anderson, MD, Director of Interventional Pulmonary, made a presentation on

a study they conducted, highlighting the effectiveness of radical stereotactic radiosurgery on patients with early stage, non-small cell, inoperable lung cancer. The study was a semi-finalist for an Alfred Soffer Research Award, selected for "outstanding original scientific research". Dr. Anderson's work with CyberKnife led to the development of the use of electromagnetic tracking for biopsies of small peripheral lung nodes, mediastinal lymph nodes in the center of the chest and the development of a method of implanting fiducials for CyberKnife tracking. Lombardi's Drs. Collins and Anderson have performed more lung cancer treatments with CyberKnife than physicians at any other center. Their clinical outcomes have been published in the peer-reviewed journal *Radiation Oncology*.

MGUH specialists are in the forefront of all aspects of lung care, including the use of laser, stents, and brachytherapy in addition to advanced thoracic oncology surgery and stereotactic surgery

### New Options for Pancreatic Cancer

In the quest to improve the prognosis for patients with pancreatic cancer, MGUH's team of physicians and researchers are working together to design and test the most appropriate and promising new diagnostic techniques and treatment plans. MGUH has more experience than any other U.S. institution in using CyberKnife for soft-tissue lesions including pancreatic cancer. They are studying whether they can shrink unresectable pancreatic tumors enough to allow subsequent surgery, offering patients a new treatment option and new hope.

These are merely a few examples of the excellence MGUH and its clinicians strive for every day. Given the myriad choices of cutting edge medicine available to MGUH physicians and their patients, MGUH has established a multidisciplinary review committee comprised of top cancer specialists. The mission of this committee is to hold weekly conferences to review each patient case, in order to determine which course of treatment is most appropriate for each patient. These decisions are especially critical when considering the use of newer and costlier technologies such as CyberKnife and proton beam therapy, and must be based upon well-reasoned protocols, developed by experts at the top of their field.

In terms of quality of cancer treatment, there can be no question about the superiority of the care provided at the Lombardi Comprehensive Cancer Center.

### Question 72: Costs and Methods of Proposed Construction

The area identified for construction resides essentially within the current Hospital footprint. To accommodate the new Mevion S-250 Proton Therapy System at MGUH, a 3-story, 2,000 sq.ft. concrete vault addition will be added to the south side of the existing Lombardi Cancer Center Building. Along with this vault addition, interior renovations will include a 3,000 sq.ft. Proton Therapy Suite, added administration & clinical offices, new mechanical & electrical support services, an updated entrance lobby, and a new covered drop-off canopy.

The cost of construction is relatively minimal, coming in at approximately \$10,000,000, as compared to the \$60-\$70,000,000 construction costs associated with the larger, multi-vault systems.

As regards the safety of the S-250, as reported to the FDA by Mevion, the S-250 system Hazard Analysis was performed to determine and evaluate all potential health and safety hazards associated with the treatment system's use and operation. Mevion attested to the FDA as follows: "All foreseeable system hazards, effects and causes have been evaluated to determine necessary and appropriate risk mitigations. Verification and validation, risk

mitigation traceability, design review, and final reporting have been performed to ensure effective implementation of the stated risk mitigations. Risk analysis shall be evaluated incident to all product design and development changes. The design and development teams have determined that the product does not pose unreasonable health or safety risk to patients, users, other bystanders." See Exhibit #41, Mevion Premarket Notification (510(k)) Summary. Based on these (and other) representations made by Mevion during the FDA review, the FDA granted approval to Mevion to market the S-250 proton beam therapy system.

### Question 73: Notification and Cooperative Effort with Affected ANC's

MGUH regularly meets with its ANC and other community groups and the Georgetown University BZA Group to discuss covered projects and plans for the institution. Notification of this project has been provided to ANC 2E and the ANC is in full support. **See Exhibit #27.** 

### **Question 74: Documentation of Health Consumer Support**

MGUH continually receives letters of support and gratitude for the Radiation Medicine medical team from patients and their families for the care and state-of-the-art treatment they have received at Georgetown Lombardi Comprehensive Cancer Center, the Department of Radiation Medicine, and MedStar Georgetown University Hospital. We have already begun to receive letters of support for the proton beam therapy project and will provide these letters to SHPDA throughout the course of the CON review process.

DISTRICT OF COLUMBIA
DEPARTMENT OF HEALTH
STATE HEALTH PLANNING AND DEVELOPMENT AGENCY
899 North Capitol Street, NE
WASHINGTON, DC 20002

### APPLICATION FOR CERTIFICATE OF NEED Registration No. 12-3-9

Establishment of a Proton Therapy Service at MedStar Georgetown University Hospital (MGUH) / Lombardi Comprehensive Cancer Center (LCCC)

### **EXHIBIT NOTEBOOK**

October 24, 2012

RECEIVED OCT 2 4 2012

### Establishment of a Proton Therapy Service at MedStar Georgetown University Hospital (MGUH) / Lombardi Comprehensive Cancer Center (LCCC)

### APPLICATION FOR CERTIFICATE OF NEED Registration No.12-3-9

### **EXHIBIT LIST**

Exhibit 1: MGUH Incorporation documents

Exhibit 2: Service Area Map

Exhibit 3: MGUH Magnet Certification by the American Nurses Credentialing Center

Exhibit 4: Mentoring Program

Exhibit 5: Georgetown Excellence in Nursing Science and Practice Scholarship

Exhibit 6: 2013 Benefits Guide

Exhibit 7: Mevion System Build Agreement

Exhibit 8: Architectural Drawings of Proposed Facility

Exhibit 9: Patient Rights and Responsibilities

Exhibit 10: MGUH Policy on Patient Rights and Responsibilities

Exhibit 11: MGUH Community Health Assessment

Exhibit 12: Americans with Disabilities Act ("ADA") Policy

Exhibit 13: MGUH Financial Statement on Charitable Care

Exhibit 14: MGUH Certificate of Accreditation by The Joint Commission

Exhibit 15: MGUH D.C. Department of Health License

Exhibit 16: MGUH Rules and Regulations of the Professional Staff

Exhibit 17: MGUH Policy on the Documentation of Licensure, Certification, and Registration of Professional Staff

Exhibit 18: MGUH Quality and Patient Safety Improvement Plan for Fiscal Year 2013 with Methodology (p.10)

Exhibit 19: Overview of Center for Patient Safety

Exhibit 20: MGUH Patient Handbook - Patient Rights and Advocacy Information

Exhibit 21: MedStar Health Code of Conduct - Treatment of People and Patient Care

Exhibit 22: MGUH Policy on Communication Between Caregivers

### Establishment of a Proton Therapy Service at MedStar Georgetown University Hospital (MGUH) / Lombardi Comprehensive Cancer Center (LCCC)

### APPLICATION FOR CERTIFICATE OF NEED Registration No.12-3-9

### EXHIBIT LIST (continued)

Exhibit 23: MGUH Policy on Patient Complaint and Grievance Procedures

Exhibit 24: MGUH Policy on Confidential Patient Information and Patient Privacy

Exhibit 25: MGUH Confidentiality Statement

Exhibit 26: MGUH Confidentiality Statement for Students and Visitors

Exhibit 27: Advisory Neighborhood Commission 2E Letter of Support

Exhibit 28: MGUH Division of Nursing, Standard of Care Policy on Transfer of Nursing Care

Exhibit 29: MGUH Policy and Procedure for the Admission, Transfer, and Discharge of a Patient.

Exhibit 30: MGUH Policy on Nurse-to-Physician Communication

Exhibit 31: MGUH Policy on Patient Referral and Transfer to Other Facilities or Agencies

Exhibit 32: MGUH Policy on Patient and Family Education

Exhibit 33: MGUH Policy on Discharge Planning

Exhibit 34: MGUH Discharge of Patient Procedures

Exhibit 35: MGUH Discharge Orders for Adult Homecare form

Exhibit 36: MedStar Health Audited Financial Statement

Exhibit 37: Anatoly Dritschilo, M.D. Curriculum Vitae

Exhibit 38: Curriculum Vitae for Pediatric Oncologists

Exhibit 39: Curriculum Vitae for Radiation Therapy Clinicians

Exhibit 40: Siteman Cancer Center Newspaper Articles

Exhibit 41: Mevion Premarket Notification (501(k)) Summary

## Exhibit 1

### ARTICLES OF AMENDMENT TO ARTICLES OF INCORPORATION OF MG MEDICAL CENTER, INC.

TO: DEPARTMENT OF CONSUMER AND REGULATORY AFFAIRS BUSINESS REGULATION ADMINISTRATION CORPORATIONS DIVISION 941 NORTH CAPITOL STREET, N.E. WASHINGTON, D.C. 20002

Pursuant to the provisions of the District of Columbia non-profit Corporation Act, the undersigned adopts the following Articles of Amendment to its Articles of Incorporation:

FIRST:

The name of the Corporation is MG Medical Center, Inc.

SECOND:

The following amendment of the Articles of Incorporation was adopted by the Corporation in the manner prescribed by the District of Columbia Non-profit Corporation Act:

The Corporation's Articles of Incorporation are hereby amended by DELETING Article FIRST of the Articles of Incorporation and inserting the following in lieu thereof:

FIRST, The name of the Corporation shall be MedStar-Georgetown Medical Center, Inc.

THIRD:

The amendment was adopted in the following manner:

The amendment was adopted by a consent in writing signed by all members entitled to vote with respect hereto.

Date:

MedStar-Georgetown Medical Center, Inc.

Corporate name

Its President or Vice President

ATTEST:

Its Secretary

FILE 3/23/2000

### ARTICLES OF INCORPORATION

OF



### MG MEDICAL CENTER, INC.

To: Department of Consumer and Regulatory Affairs, Business Regulation Administration, Corporations Division, 941 North Capital Street, N.E., Washington, D.C. 20002

We, the undersigned natural persons of the age of twenty-one years or more, acting as incorporators of a corporation under the NON-PROFIT CORPORATION ACT (D.C. Code, 1981 edition, Title 29, Chapter 5), adopt the following Articles of Incorporation:

FIRST: NAME, The name of the corporation is <u>MG Medical Center, Inc.</u> (herein the "Corporation").

SECOND: PERIOD OF DURATION. The period of duration is perpetual.

THIRD: PURPOSES. The Corporation is organized for the following purposes:

- (a) The Corporation is organized and shall be operated exclusively for charitable, scientific and educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or corresponding provisions of any subsequent federal tax laws (the "Code"), including for such purposes, the making of distributions to organizations that qualify as exempt organizations under Section 501(c)(3) of the Code, or the corresponding section of any future tax code. More specifically, the purposes of the Corporation shall be to operate, manage, promote and support MSGU Hospital as a non-profit provider of hospital and health care services exempt from federal income taxation as organizations described in Section 501(c)(3) of the Code, as amended and as other than a private foundation within the meaning of Section 509(a)(1) of the Code. The Corporation shall contract or hire duly licensed individuals to provide any professional medical services as needed. Consistent with the above purposes, the Corporation shall be a nonprofit corporation and shall have the power to engage in any lawful act or activity for which corporations may be organized under the District of Columbia Non-Profit Corporation Act.
- (b) The Corporation shall not engage in any activities or exercise any powers that are not in furtherance of its purposes and that are not permitted to be carried on by a corporation exempt from federal income tax as described in Section 501(c)(3) of the Code. No part of the net earnings of the Corporation shall inure to the benefit of, or be distributable to, its directors, officers, other private persons or organizations organized and operated for a profit, except

that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth above. No substantial part of the activities of the Corporation shall be the carrying on of propaganda or otherwise attempting to influence legislation and the Corporation shall not participate in or intervene in (including the publishing or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office. The Corporation shall not carry on any activities not permitted to be carried on by a corporation exempt from federal income tax and described in Section 501(c)(3) of the Code or by a corporation contributions to which are deductible under Section 170(c)(2) of the Code.

FOURTH: MEMBERS. The Corporation shall have one (1) voting member.

FIFTH: THE MEMBER. The sole voting Member of the Corporation (the "Member") shall be a nonprofit corporation described in Section 501(c)(3) of the Code. The Member shall be designated in the bylaws of the Corporation and shall hold and exercise such powers, duties and responsibilities as are set forth in the laws of the District of Columbia and the bylaws of this Corporation.

SIXTH: ELECTION OR APPOINTMENT OF DIRECTORS. The manner of the election or appointment of the directors of the Corporation shall be provided in the bylaws.

SEVENTH: INTERNAL AFFAIRS; DISSOLUTION. The Corporation may make any provisions for the arrangement or conduct of the internal affairs of the Corporation; provided such provisions are not inconsistent with these Articles of Incorporation nor contrary to the laws of the District of Columbia or the United States.

Upon dissolution or liquidation of the Corporation, all remaining assets of the Corporation after paying or making provision for the payment of all of the liabilities of the Corporation (except any assets held upon condition requiring return, transfer or other conveyance in the event of dissolution, which assets shall be returned, transferred or conveyed in accordance with such requirements), shall be distributed to MedStar Health, Inc. or its successor, provided that it is then in existence and qualified as a tax-exempt organization described in Section 501(c)(3) of the Code. In the event that MedStar Health, Inc. or its successor is not so qualified, or is not then in existence, the Corporation shall dispose of the assets exclusively for the tax-exempt purposes within the meaning of Section 501(c)(3) of the Code, to one or more hospital or health care organizations organized and operated exclusively for charitable, scientific, educational, religious or literary purposes and qualified as a tax-exempt organization or organizations described in Section 501(c)(3) of the Code, as the Board of Directors shall determine. Any assets not so disposed of shall be disposed of by the court of general jurisdiction of the county in which the principal office of the Corporation is then located, exclusively for the purposes of the Corporation in such manner, or to such tax-exempt organization or organization described in Section 501(c)(3) of the Code, as the court shall determine.

EIGHT: REGISTERED OFFICE; AGENT. The address, including street and number, of the Corporation's initial registered office is 1025 Vermont Avenue, N.W., Washington, D.C. 20005 and the name of its initial registered agent at such address is CT Corporation System.

NINTH: INITIAL DIRECTORS. The number of directors constituting the initial board of directors is three and the names and addresses, including street and number and zip code of the persons who are to serve as the initial directors until the first annual meeting or until their successors be elected and qualified are:

### NAME

### Michael P. O'Boyle 5565 John P. McDaniel 5565 Kenneth A. Samet 5565

TENTH: INCORPORATORS. of each incorporator is:

### 204 - - F

Robert J. Ryan Brent L. Henry Peter F. Lowet

NAME

### **ADDRESS**

5565 Sterrett Place, 5th Floor, Columbia, MD 21044
5565 Sterrett Place, 5th Floor, Columbia, MD 21044
5565 Sterrett Place, 5th Floor, Columbia, MD 21044

The name and address, including street and number,

### **ADDRESS**

5565 Sterrett Place, Columbia, MD 21044 100 Irving Street, N.W., Washington, D.C. 20010 5565 Sterrett Place, Columbia, MD 21044

Dyant I Wann

Peter F. Lowet

Incorporators

a Notary Public, hereby certify that on the 12 day of felicing, 2000, personally appeared before me Robert J. Ryan, Brent L. Henry and Peter F. Lowet, who being first duly sworn, declared that they signed the foregoing document as incorporators, and that the statements therein contained are true.

(Notarial Seal)

Notary Public

TJD/F.New Hosp Corp Arts of Incorp S:\SHARED\DOTTIQ\WPI7DATA\ARTBYL\MGMCIART.DOC

### GOVERNMENT OF THE DISTRICT OF COLUMBIA DEPARTMENT OF CONSUMER AND REGULATORY AFFAIRS



### CERTIFICATE

THIS IS TO CERTIFY that all applicable provisions of the District of Columbia NonProfit Corporation Act have been complied with and accordingly, this CERTIFICATE OF INCORPORATION is hereby issued to:

MG MEDICAL CENTER, INC.

IN WITNESS WHEREOF I have hereunto set my hand and caused the seal of this office to be affixed as of the 4th day of February, 2000.



Lloyd J. Jordan Director

Harold F. Nelson

Acting Administrator

Business Regulation Administration

Edigo E J Fornah

Act. Assistant Superintendent of Corporations

Corporations Division

200 407



### CERTIFICATE

THIS IS TO CERTIFY that all applicable provisions of the District of Columbia Jonprofit Corporation Act have been complied with and accordingly, this CERTIFICATE OF AMENDMENT is hereby issued to:

MG MEDICAL CENTER, INC.

Name Changed To

MEDSTAR-GEORGETOWN MEDICAL CENTER, INC.

ITNESS WHEREOF I have hereunto set my hand and caused the seal of this office affixed as of the 23rd day of March, 2000.

Lloyd J. Jordan Director

Harold F. Nelson

Acting Administrator

Business Regulation Administration

Denise M. Edelin

Act. Assistant Superintendent of Corporations

Corporations Division

### GOVERNMENT OF THE DISTRICT OF COLUMBIA

DEPARTMENT OF CONSUMER AND REGULATORY AFFAIRS



### CERTIFICATE

THIS IS TO CERTIFY that there were received and accepted for record in the Department of Consumer and Regulatory Affairs, Corporations Division, on the 4th day of February, 2000 Articles of Incorporation of:

MEDSTAR GEORGETOWN MEDICAL CENTER, INC.

The aboved named corporation is duly incorporated and existing pursuant to and by virtue of the Nonprofit Corporation Act of the District of Columbia and authorized to conduct its affairs in the District of Columbia as of the date mentioned above.

WE FURTHER CERTIFY that the above entitled corporation is at the time of issuance of this certificate in <u>Good Standing</u>, according to the records of the Corporations Division, ing filed all reports required by the District of Columbia Nonprofit Corporation Act.

TESTIMONY WHEREOF I have hereunto set my hand and caused the seal of this office to be affixed this 4th day of April, 2001.

Carlynn M. Fuller Acting Director

Winnie R. Huston

Administrator

Business Regulation Administration

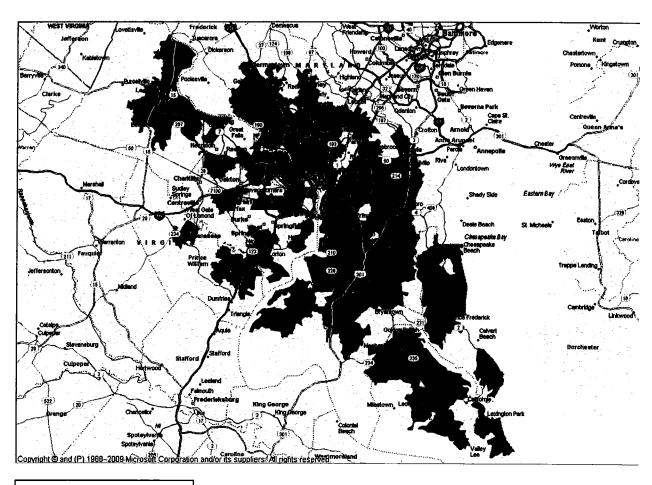
Maxine M. Hinson

Act. Assistant Superintendent of Corporations

7 ax 41 8 m. Hirson

Corporations Division

# Exhibit 2



Primary Service Area

Secondary Service Area

Primary Service Area is defined as the first 50% of discharges and secondary service area is defined as the next 25% of discharges

### Exhibit 3



### A monumental first in the nation's capital.

As the first in Washington, DC to receive Magnet status, this is a major announcement for the region's nursing community. But more importantly, it is an incredible honor for our own nurses. This prestigious award places our nursing team among the top 2% in the nation.



### What is the Magnet Award?

This award is the ultimate honor for nursing excellence. Presented by the American Nurses Credentialing Center (ANCC), it recognizes hospital-based nursing teams that meet the nation's highest standards. In short, Magnet is a seal of approval for quality nursing care and an environment that is supportive of their nurses.

MedStar Georgetown is the first hospital in Washington, D.C. to attain Magnet Recognition by the American Nurses Credentialing Center (ANCC). This prestigious award recognizes our nurses for excellence in nursing practice.

Georgetown University Hospital | 3800 Reservoir Road, NW | Washington, DC 20007

# Exhibit 4

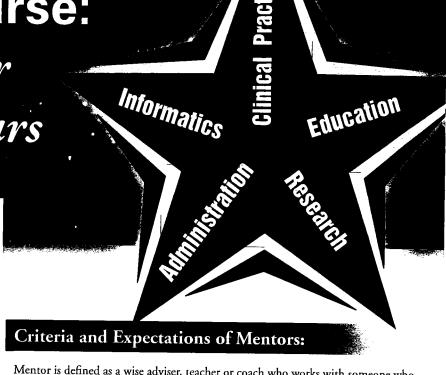
# Murse-to-Nurse: Mentoring our Future Stars

The Nursing Division at Georgetown University Hospital is proud to announce the new Mentoring Program. It is designed to develop and/or enhance the professional knowledge and skills of all nursing staff focusing on the roles within Nursing: Clinical Practice, Education, Research, Administration, and Informatics. All clinical nurses, managers, educators and administrators in the Division of Nursing who have been employed at GUH for at least one year are eligible

Nurse-to-Nurse: Mentoring our Future Stars is a voluntary program. Up to twenty pairs of mentors and mentees will go through the program at one time; participants who meet the criteria will be selected on a first-come, first-served basis.

to participate as mentees. This will

be a 6-month program.



Mentor is defined as a wise adviser, teacher or coach who works with someone who has less experience with the agreed-upon goal of assisting that person with their growth and development. This person can be in any of the roles in nursing.

### The criteria for mentors are as follows:

- Volunteers to participate in the program
- Is a seasoned, experienced nurse, employed at GUH for at least two years
- Represents any of the roles in nursing: clinical practice, administration, education, research or informatics
- Has achieved an overall performance rating of Key Contributor or Role Model for past two years
- Has the approval from his/her manager to serve as a mentor
- Is not the manager of the mentee
- Has effective interpersonal communication skills
- · Maintains confidential information of the mentee as appropriate
- Demonstrates GUH's mission, vision and values

### Expectations of the mentor are as follows:

- Participate in a 2-hour Mentor Training Program
- Meet with the mentee at least twice a month either face-to-face, by e-mail or by phone
- Assist the mentee with meeting his/her development goals
- Provide coaching, feedback and opportunities for development
- Commit to the program for 6 months
- Provide feedback on the Mentor Program, mid-program and at the end of the 6-month session





MedStar Health

After participating in the program for three months, all of the participants in the program will attend a luncheon meeting which will serve as a midpoint progress check. At the end of the program, all participants will be invited to attend a reception hosted by the GUH Nursing Executive Committee. This reception will serve as an opportunity to thank the mentors for devoting their time to the program and for the mentees to share how they have benefited from the Mentor Program.

The program will be coordinated through Nurse Recruitment.

If you are interested in learning more, contact Eileen Ferrell, Director,

Nurse Recruitment, at x4-1215.

### Criteria and Expectations of Mentees:

The mentee is someone who is interested in enhancing their professional growth by partnering with a mentor.

### The criteria for mentees are as follows:

- Volunteers to participate in the program
- Employed by GUH and works in the Nursing Division for at least one year
- Has the approval from his/her manager to participate as a mentee
- Has no disciplinary action within the last 6 months
- Willing to learn and to be challenged, and has a desire to grow professionally

### The expectations of the mentees are as follows:

- Attend a brief informational session to learn about the program and their role
- Take charge of their development by identifying their needs
- Initiate appointments with mentor
- Meet with mentor at least twice a month either face-to-face, by e-mail or by phone
- Keep the hiring manager informed of progress
- Commit to the program for 6 months
- Provide feedback on the Mentor Program at midpoint and at the end of the 6-month session

### Expectations of the Mentee's Manager:

- Understand the purpose of the Mentor Program, which is primarily focused on development of the mentee
- Support the mentee and the mentor relationship by allowing the pair to meet for at least twice a month
- Provide coaching and feedback regarding the mentee's performance and continue to provide opportunities for development





MedStar Health

# Exhibit 5

to retain scholarship eligibility (a maximum of up to 8 credits per semester) full-time employment status while enrolled in part-time course work in order nursing community at GUH. Scholarship recipients must maintain continuous there is a requirement to present the scholarly project to the professional setting at Georgetown University Hospital. Upon completion of the program, on their sponsoring units that improve patient outcomes in the acute care work with SNHS faculty and GUH leadership to develop scholarly projects degree program, students receiving the scholarship will be expected to and who demonstrate academic and professional excellence. During their eligible hospital-based GUH nurses who meet the application requirements Studies (SNHS). The scholarship is open to all full-time (36+ hours per week), Nursing degree at the Georgetown University School of Nursing & Health for Georgetown University Hospital registered nurses to complete a graduate Scholarship has been established to provide significant financial assistance he Georgetown Excellence in Nursing Science and Practice

# Pays up to 100% of your tuition

Recruitment and Retention Office. graduation upon presentation of payment receipts to the GUH Nurse tion of the two years of full-time continuous service from the date of less taxes. The reimbursement will be disbursed after the comple-University Hospital for his/her twenty percent (20%) contribution University Hospital, he/she will be reimbursed by Georgetown commit to two years of continuous full-time service to Georgetown lf, upon completion of a degree program, the student chooses to receive the scholarship through completion of the degree program. satisfactory clinical performance evaluations will be eligible to Students remaining in good academic standing and demonstrating semester of the University-established per-credit tuition rate. credit. The 40/40/20 contributions will be based annually on the Fall will be responsible for twenty percent (20%) of the tuition per per credit from the School of Nursing & Health Studies. The student from Georgetown University Hospital and a forty percent (40%) grant The scholarship consists of a forty percent (40%) grant per credit

# Use it toward a variety of programs

http://nursing.georgetown.edu/scholarship.html of eligible programs, please visit the scholarship website: a variety of graduate nursing specialties. For a complete list Students may use the scholarship for part-time\* study toward

\* The scholarship may not be used toward the Nurse Anesthesia pro-Georgetown University tuition benefit or bonus incentives. gram, as it is a full-time degree program only. This scholarship may not be combined with any other Georgetown University Hospital or

to help you attain your

graduate nursing degree.

# Here's how to apply:

Please contact Michelle Blancas for an initial interview.

Michelle Blancas

School of Nursing & Health Studies Assistant Director of Admissions & Outreach

Georgetown University

3700 Reservoir Road, NW St. Mary's Hall #211

202-687-2252 Washington, DC 20057-1107

# It's all part of a Magnet™ career

bear the Magnet Recognition seal. the elite as only a very small percentage of the country's hospitals achieved this prestigious level of recognition. It puts us among first and still the only hospital in our nation's capital to have coveted recognition shows our dedication to exceptional care and Programs like this are reflective of our Magnet status. This the individual career growth of our nurses. We're proud to be the

# Elements of Application

- Access our online application form at http://nursing.georgetown.edu/scholarship.html
- Submit a one-page essay describing your preliminary following areas: Georgetown University Hospital in one of the goals and/or research interests relevant to
- ~ Innovation in nursing practice
- ~ Innovations in solving the nursing shortage (i.e., recruitment, retention, policy)
- ~ Leadership in acute care institutions
- ~ Ethical issues
- ~ End of life issues in health care
- Access to care for underserved populations
- Cultural competency in the delivery of health care
- Students may also propose another research and practice at Georgetown University Hospital professional interest relevant to improvement of
- \* Please note you must be a full-time employee (36 hours per manager approval and have been admitted as a Georgetown week! in good standing in the following class codes (4410) 4411, 4412, 4427, 4428, 4430, 4435 and 4478) with clinical University NHS student.

nospi

Magnet The Nurses Hospital

for an initial interview. If interested, please contact Michelle Blancas

### Michelle Blancas

Assistant Director of Admissions & Outreach

School of Nursing & Health Studies

Georgetown University

St. Mary's Hall #211

3700 Reservoir Road, NW

Washington, DC 20057-1107



Georgetown University Hospital, contact: For employment opportunities at

1st Floor Main, 3800 Reservoir Road, NW Georgetown University Hospital Washington, DC 20007-2113 877-486-9676

**Nurse Recruitment & Retention** 

www.TheNursesHospital.com

www.GeorgetownUniversityHospital.org

Science and Practice Scholarship

Georgetown

The first Magnet™

Washington, DC hospital in

Excellence

in Nursing

Jointly offered through

Georgetown University Hospital Division of Nursing

Georgetown University School of Nursing & Health Studies

Georgetown



MedStar Health Hospital University

# Exhibit 6

# Healthy Choices Get a Head Start on Great Health



MedStar Designed for Me



### 2013 Benefits Guide

MedStar Georgetown University Hospital, Non-union MedStar Health Research Institute MedStar National Rehabilitation Network Non-hospital Based Businesses, South

### **Table of Contents**

- 1 Enrollment Checklist
- 2 Enrollment Guidelines
- 3 COBRA Continued Benefit Coverage
- 3 Online Enrollment Instructions
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- 15 Disability Plans
- 15 Whole Life, Critical Illness Insurance and Accident Protection
- 16 Legal Resources
- 16 MedStar Associate Advantages
- 18 Contact Information



### Choices For Healthy Living

MedStar Health provides a comprehensive benefits package for you and your family—our MedStar Total Rewards. You are responsible for selecting the best mix of benefits to meet your needs and for actively managing these benefits and your health throughout the year. Use this guide to select your MedStar Total Rewards health and welfare package for 2013.

If you are a benefit-eligible associate, you can take advantage of MedStar Total Rewards. If you want to receive medical, dental, vision, flexible spending accounts, supplemental life, supplemental accidental death and dismemberment (AD&D), dependent life, or legal coverage in 2013, you must enroll online.



### **Enrollment Checklist**

Read through this guide to help you design your MedStar Total Rewards package for 2013.

### O Medical

Elect a healthcare coverage option.

- MedStar Select Plan
- CareFirst BlueCross BlueShield Preferred Provider Organization (PPO) Plan
- Kaiser Permanente Health Maintenance Organization (HMO) Plan

### O Dental

Elect a dental option.

- CIGNA Preferred Provider Organization (PPO) Plan
- CIGNA Dental Health Maintenance Organization (DHMO) Plan

### O Vision

Decide if you want to elect vision coverage through Advantica EyeCare.

### O Flexible Spending Accounts

Through Trion

- Healthcare FSA—Review medical expenses from last year and estimate your expenses for 2013 to help you decide how much to contribute.
- Dependent Care FSA—Review your dependent day care or adult day care expenses from last year and estimate your expenses for 2013 to help you decide how much to contribute.

### O Life Insurance

Consider your family's financial needs in the event something should happen to you, your spouse or a dependent.

### O Accidental Death & Dismemberment

Consider if additional coverage would give your family more peace of mind.

### Disability

Determine if you need additional coverage should you become disabled.

### O Legal Resources

Whether buying a home, writing a will or facing traffic court, decide if this benefit can help you with your upcoming legal needs.

This overview provides brief summaries concerning benefits that are available for enrollment. The information is based on official plan documents and summary plan descriptions. However, if there is a difference between the information in this guide and the official plan documents, the official plan documents will be the governing source and will supersede any information contained in this guide. For complete information about your benefits, such as specific plan details or exclusions, refer to the full plan descriptions provided by the benefit vendors or contact the Benefits department at 703.558.1300.

### **Enrollment Guidelines**

Eligible Dependents: Family members who may also take advantage of MedStar Total Rewards include your spouse/same-sex domestic partner. You may also cover your children up to age 26 (regardless of their student status or if they are claimed as a dependent for income tax purposes), or your disabled children if disabled before age 26.

### When Coverage Begins

If you are electing benefits during Annual Enrollment, they will become effective Jan. 1, 2013. If you are a new associate, or newly benefit-eligible, benefits are effective on the first day of the month following your date-of-hire or status change. If your date-of-hire is the first of the month, your benefits are effective immediately.

### **Coverage Levels**

You may choose from one of the following coverage levels:

- Associate = You
- Associate + Child = You and one dependent child
- Associate + Spouse/Same-Sex Domestic Partner = You and your spouse/same-sex domestic partner
- Family = You and two or more dependents

If your spouse/same-sex domestic partner or dependent child also works for MedStar, you cannot be covered as both an associate and a dependent. And, your dependent children may only be covered by one parent's plan.

#### **Making Benefit Elections**

We want you to take full advantage of the wide array of choices and the flexibility MedStar Total Rewards offers. Annual Enrollment is the only time of year when you can make changes to your benefit selections for medical, dental, vision, life insurance, accidental death and dismemberment insurance, disability insurance, flexible spending accounts and the legal plan, unless you experience an IRS-qualified life status change (see details below). For new associates, your enrollment is the 30-day period after your date-of-hire.

### **IRS-Qualified Life Status Change**

After your enrollment deadline has passed, you may not make changes to your benefit plans unless you experience an IRS-qualified life status change, such as marriage, divorce, childbirth, etc. To learn more about these guidelines or to record a change, log on to www.EnrollOnline.com/MedStar.

### **Special Enrollment Rights**

If you decide not to select benefits through MedStar Total Rewards during the enrollment period because you have other health insurance coverage, but later that coverage ends, you may be able to enroll yourself and your dependents in MedStar Total Rewards outside of the enrollment period. You can make changes that meet the criteria online at www.EnrollOnline.com/MedStar within 30 days\* after your other coverage ends (for example, 30 days after your dependent's coverage ends). Also, if you have a new dependent as the result of marriage, birth or adoption, you may be able to enroll yourself and your dependents if you request enrollment within 30 days\* of the marriage, birth or adoption. Your benefit changes are effective on the first day of the month following the change, with the exception of birth or adoption, which are effective on the day of the event.

\* Sixty days if you, your spouse/same-sex domestic partner, or your eligible dependent child loses coverage under Medicaid or a State Children's Health Insurance Program (S-CHIP) or becomes eligible for state-provided premium assistance.

### Dependent Verification

If you enroll a new dependent for medical or dental coverage, you will be required to provide documentation to confirm their eligibility. MedStar partners with the Dependent Verification Center (AON/Hewitt) who will contact you to collect verification documents. The letter you receive will detail the documents you will need to provide. If you do not provide the required documents by the due date, your dependents will lose coverage.

#### **Taxable Coverage**

The value of any coverage MedStar provides to your same-sex domestic partner is considered taxable to you. This amount is referred to as imputed income and will show up on your W-2 at the end of the year. Consider contacting a tax advisor for more information..





### COBRA Continued Benefit Coverage

Associates who terminate employment, change to benefit-ineligible status or who otherwise lose group coverage as a result of a qualifying event may continue coverage up to 18 months. Spouses and dependents of associates who lose coverage because of age or divorce may continue coverage for up to 36 months. To be certified eligible for COBRA continuation, you must log on to the secure enrollment website, www.EnrollOnline.com/MedStar, and enter a status change which reflects the reason for the loss of coverage.

After Trion COBRA Services, the COBRA administrator, has been notified of the event, Trion COBRA Services will send you a COBRA letter. You have 60 days from the date of the COBRA letter to notify Trion COBRA Services of your intent to continue coverage. If you do not exercise your COBRA rights within the allotted time period or fail to make the required premium payment as scheduled, you forfeit your right to continue coverage.

For more information concerning COBRA continuation coverage, call Trion COBRA Services at **800.580.6854**.

### Online Enrollment Instructions

When you are ready to enroll in MedStar Total Rewards, go online to **www.EnrollOnline.com/MedStar**. The enrollment website is user-friendly, guiding you through each step, and allowing you to go back and view the choices you have made. Here's how to enroll for your MedStar Total Rewards benefit coverage:

- 1. PREPARE: Before you log on to the enrollment website, be sure to have the following information available:
  - Social Security Number(s) (SSN) for you, your dependent(s) and beneficiaries
  - Date(s) of birth for you and your dependent(s)
  - Dentist code number (available at www.Cigna.com) for you and your dependent(s), if enrolling in the Cigna DHMO Plan

- Enrollment code for the plan attorney you wish to use, if enrolling in the Legal Resources Plan
- 2. GO ONLINE: Using your Internet browser (Firefox, Internet Explorer, Google, etc.), type in www.EnrollOnline.com/MedStar in the address window. Press "Enter" on your keyboard to access the website.
- 3. LOG IN: To ensure the privacy of your benefits information, you need to log on to the secure website using your SSN (i.e., 123456767, no dashes). On the Welcome Page, you will see a blank space for your employee ID and your password. Your employee ID is your SSN and your password is the last four digits of your SSN. All passwords have been reset for Annual Enrollment, so even if you logged on and changed your password previously, it will be the last four digits of your SSN. Next, click "Login."
- 4. ACCESS YOUR BENEFITS GUIDE: If you need more information about your benefits before you enroll, you can access the 2013 Benefits Guide or the 2013 Medical Plan Options brochure on the enrollment website. Click "More Resources" in the Resources and Forms section on the homepage and then click the link for the document you wish to review.
- ENROLL: To begin the 2013 enrollment process, click "Enroll" on the homepage and follow the enrollment wizard.
- 6. REVIEW AND CONFIRM: The last page of the enrollment process is a Benefits Summary page. Please verify your selections and make sure they meet your needs. You will see an outline of your benefit elections, dependents and beneficiaries. If you need to make changes, you may click on the dependents link or the benefit plan links in the left navigation menu to re-enter or change information. To successfully complete your benefits enrollment, click "Confirm."

If you do not click "Confirm" your elections will not be saved and you will not be enrolled in benefits for 2013.

- 7. PRINT YOUR BENEFITS CONFIRMATION: To print your confirmation page, click "Print."
- 8. MAKE CHANGES: At any time during Annual Enrollment, you can log back on to make changes to your benefit elections or add dependents. For instance, if you decide to contribute \$300 to your Healthcare Flexible Spending Account, but later determine your medical expenses will be higher for 2013, you can log back on to the enrollment website at any time during the enrollment period to change your contribution. But remember, after the enrollment deadline has passed, you will not be able to make changes to your elections, unless you experience a qualified life status change.
- **9. LOG OUT:** When you are finished using the enrollment website, click "Logout."

The benefits you elect during the Annual Enrollment period will become effective Jan. 1, 2013. If you are a new associate, or newly benefit-eligible, benefits are effective on the first day of the month following your date-of-hire or status change.

### Wellness Resources

To better manage increasing healthcare costs and to not pass all of those costs onto you, MedStar Health is taking an integrated approach to healthcare benefit programs, which includes an emphasis on wellness. MedStar Health associates have access to MedStar MyHealth OnLine—www.MedStarMyHealth.org—a comprehensive resource designed to empower you with the information, tools and support you and your family need to take charge of your health.

Log on to **www.MedStarMyHealth.org** to view wellness benefit offerings including:

MyHealth Questionnaire—a personal health assessment
that provides a snapshot of your overall wellness,
complete with personalized results and interactive tools
to help you preserve or improve your health. Completing
a MyHealth Questionnaire earns you a \$30 monthly
savings on your medical premiums for 2013, if you
elect the MedStar Select or CareFirst medical plans.

- Health Coaching through Coach on Call—a personalized support resource to help you achieve your health goals.
   Coach on Call will be available to CareFirst and MedStar Select members in 2013.
- MyActivity Tracker—an easy method to log your daily fitness and activity.
- Expert health information—MyHealth OnLine has partnered with WebMD, a trusted online name in health and wellness, to provide you with a foundation of expert health information, wellness tools and interactive videos to help support you in achieving a healthy lifestyle.
- MyHealth Community—offers discounts for community activities to help you live the healthiest life possible, and includes gym memberships, yoga classes, dance lessons, and massage services.

You will need a wellness ID card to access MyHealth OnLine. If you did not receive a wellness ID card, contact the Health and Wellness Service Line at **855.242.4871** to obtain your ID number and request a new card to be mailed to your home.

### √ MyHealth Questionnaire

Access MedStar MyHealth OnLine at www.MedStarMyHealth.org to complete your MyHealth Questionnaire and obtain valuable information on improving your health. If you enroll in the MedStar Select or CareFirst medical plans and complete your questionnaire, you will earn a \$30 monthly premium credit.





### Your Medical Options

MedStar Total Rewards offers you three medical plans from which to choose—MedStar Select Plan, CareFirst PPO Plan and Kaiser Permanente HMO Plan. The MedStar Select Plan features our own MedStar network—MedStar Select Provider Network—providing care at a lower cost to you. The CareFirst PPO Plan allows you to receive care in-network through a MedStar provider, in-network through a non-MedStar provider and out-of-network. Selecting a MedStar provider will lower your costs. You also have the option to choose Kaiser Permanente HMO Plan, which offers all medical services through participating network physicians and facilities.

To select the best medical plan option for you, please review the provider directories available online at www.MedStarMyHealth.org for the MedStar Select Plan, www.CareFirst.com for the CareFirst PPO Plan or www.KaiserPermanente.org for the Kaiser Permanente HMO Plan.

### MedStar Select Plan

The MedStar Select Plan offers comprehensive medical coverage through the MedStar Select Provider Network. Many medical services are provided by MedStar facilities and physicians and are paid at 100 percent or require minimal co-pay. You do not need to select a Primary Care Physician (PCP) to coordinate your care. In addition, no referrals are required for specialty care.

Keep in mind, if you or your eligible dependents will be living abroad for an extended period carefully consider your plan choices, since only emergency care is covered internationally with the MedStar Select plan.

To view the MedStar Select Provider Network, and/or the list of behavioral health providers covered by MedStar Select, visit www.MedStarMyHealth.org or call 855.242.4872. Check the network frequently, as it continues to grow and is updated weekly.

### CareFirst PPO Plan

The CareFirst PPO Plan offers comprehensive medical coverage, and lower co-pays and no deductibles for inpatient services at MedStar providers. You do not need to select a Primary Care Physician (PCP) to coordinate your care. In addition, no referrals are required for specialty care.

The CareFirst PPO Plan allows you to see any provider you choose, but you save money when you choose providers within the MedStar system and the CareFirst network. If you go out-of-network, you will still receive benefits, but at a lower level, and you will not be able to take advantage of the lower rates that CareFirst has negotiated with network doctors. In addition, you may be required to pay for the service in advance and then submit a claim for reimbursement.

See pages 6 and 7 for a brief comparison of the MedStar Select and CareFirst medical plans.

For more information, visit www.EnrollOnline.com/MedStar or for the CareFirst Plan, call CareFirst Customer Service at 800.628.8549.

### Kaiser Permanente HMO Plan

Kaiser Permanente HMO operates in Washington, D.C., Maryland and Northern Virginia. With this plan, you and your family members each select a Primary Care Physician (PCP). Your PCP will arrange for specialist care whenever necessary.

Many medical services provided by participating facilities and physicians are paid at 100 percent or require a minimal co-pay. Annual preventive office visits are covered at no cost to you. Participants in the Kaiser Permanente HMO Plan will also receive Kaiser dental and prescription benefits at no additional cost.

For more information on the Kaiser Permanente HMO plan, call **800.777.7902** (outside D.C.), **301.468.6000** (local), or visit **www.KaiserPermanente.org**.

### 2013 Medical Plan Options

Review the information to select the best medical plan option for you and your family.

	Manager 25 to 10	CareFirst PPO Plan			
Benefits	MedStar Eblect Plan MedStar Network Gnly	In-network (MedStar)	In-network (Non-MedStar)	Out-of-network	
Calendar Year Deductible¹		<u> </u>			
Per individual		\$0	\$1,000	\$1,300	
Per family		\$0	\$2,000	\$2,600	
Co-insurance (Percent paid by you)					
Percentage of co-insurance after deductible	February spikely politicals	None, unless specified	20%	40%	
Annual Co-insurance Maximum			<del>-</del>	· <del></del>	
Per individual	F 10 (11)	\$1,000	\$3,000	\$4,000	
Per family	22-010	\$2,000	\$4,500	\$6,000	
Office Visits	a. a.			11,000	
Primary care office visit	Date recall 4.5	\$10 co-pay	\$20 co-pay	40% co-insurance	
Specialty care office visit/clinic		\$20 co-pay	\$40 co-pay	40% co-insurance	
Preventative Services				-L	
Adult physicals/immunizations (One per calendar year)		Paid in full	Paid in full	40% co-insurance after deductible	
Well child visits/immunization	gordan construction of the	Paid in full	Paid in full	40% co-insurance after deductible	
Screenings		Paid in full	Paid in full	40% co-insurance after deductible	
Annual GYN exam		Paid in full	Paid in full	40% co-insurance after deductible	
Diagnostic Services¹					
Advanced imaging (e.g., PET, MRI, CT)		\$30 co-pay	\$60 co-pay	40% co-insurance after deductible	
Other imaging (e.g., X-ray, Sonogram)		\$15 co-pay	\$30 co-pay	40% co-insurance after deductible	
Lab and other services		Paid in full	Paid in full	40% co-insurance after deductible	
Emergency Care <sup>2</sup>		\$125 co-pay	\$125 co-pay	\$125 co-pay	
Ambulance services		Paid in full	Paid in full	Paid in full	
Urgent Care		\$15 co-pay	\$40 co-pay	40% co-insurance after deductible	



D (*)	Madba Saragalay Madba Nawagi ang	CareFirst PPO Plan		
Benefits		In-network (MedStar)	In-network (Non-MedStar)	Out-of-network
Hospital Facility/Surgical Procedu	ıres			
Outpatient surgery		\$100 co-pay per surgery	20% co-insurance after deductible	40% co-insurance
Inpatient hospitalization³		\$200 co-pay per admission	20% co-insurance after deductible	40% co-insurance
Medical rehabilitation coverage (medically necessary care-non custodial; limited to 30 days per illness or injury)		Paid in full	20% co-insurance after deductible	40% co-insurance after deductible
Anesthesia, assistant surgeon		Paid in full	20% co-insurance after deductible	20% co-insurance
Morbid obesity <sup>3,4</sup>		Only performed at MedStar Center of Excellence	Not covered	Not covered
Hospital Physician Services		· · · · · · · · · · · · · · · · · · ·	<u> </u>	L
Inpatient	O type digeneral constraints and a second group of the districts.	Paid in full	20% co-insurance after deductible	40% co-insurance after deductible
Outpatient		Paid in full	20% co-insurance after deductible	40% co-insurance after deductible
Reproductive Health				
Maternity care <sup>2,3</sup>		\$100 co-pay, waived for maternity care program participants	\$600 co-pay	\$600 co-pay, and 40% co-insurance after deductible
Infertility services <sup>3,5</sup>	West disease	50% co-insurance	50% co-insurance after deductible	50% co-insurance after deductible

<sup>&#</sup>x27;Co-pays do not count toward deductible.

Maternity care admission co-pay waived for participants in the maternity care program; Emergency Room co-pay waived only if admitted; Emergency Services available out-of-network

MedStar will cover the treatment for morbid obesity, including surgical treatments, at MedStar Centers of Excellence. Currently, the Bariatric Centers are MedStar Franklin Square Medical Center, 443.777.1158, and MedStar Washington Hospital Center, 202.877.7257.

Senefits for Artificial Insemination (AI) and In Vitro Fertilization (IVF) are combined and limited to four attempts per year and six attempts per lifetime. Includes injectable drugs only.

### Women's Right to Coverage

Federal law requires health plans to provide coverage for services in connection with a mastectomy. This coverage is subject to the deductibles, co-insurance and co-pay amounts that apply to the medical plan in which you are enrolled.

<sup>&</sup>lt;sup>2</sup> Waived co-pays:

<sup>&</sup>lt;sup>3</sup> Pre-authorization required.

<sup>&</sup>lt;sup>4</sup> Centers of Excellence:

### Prescription Drug Plans

### **CVS Caremark**

If you participate in the MedStar Select or the CareFirst PPO medical plans, you will receive prescription drug coverage through CVS Caremark at no additional cost.

With CVS Caremark, you can have your prescriptions filled at a MedStar Pharmacy or a retail pharmacy. Participating retail pharmacies include Giant, CVS, Safeway, and Wal-Mart, among many others. To find a participating pharmacy near you, visit **www.Caremark.com**. For maintenance medications, CVS Caremark's mail order pharmacy may be a convenient option for you.

Through CVS Caremark, the cost of your prescription depends on a three-tiered co-payment plan: generic, brand preferred or brand non-preferred, as outlined in the chart below. You pay the least when you use generic drugs, and the most when you use a brand non-preferred drug (not on the preferred drug list).

	MedStar Pharmacy	Participating Pharmacy	Mail Order Service (90-Day Supply)
Generic	\$5 co-pay	\$10 co-pay	\$20 co-pay
Brand Preferred	\$25 co-pay	\$35 co-pay	\$70 co-pay
Brand Non-preferred	\$50 co-pay	\$70 co-pay	\$140 co-pay

There is a \$1,000 out-of-pocket maximum per individual for pharmacy costs. If you incur \$1,000 in out-of-pocket pharmacy costs, the plan will cover any additional pharmacy expenses incurred during the remainder of the year. **Note:** This maximum is per individual and not combined with your dependent's prescription drug expenses.

After you enroll in the MedStar Select or CareFirst PPO medical plans, you will receive more information about your prescription drug coverage. You will only receive a new ID card if you are enrolling in the medical plan for the first time.

For more information about the CVS Caremark prescription drug plan, log on to CVS Caremark's website at www.Caremark.com or call 888.771.7282.

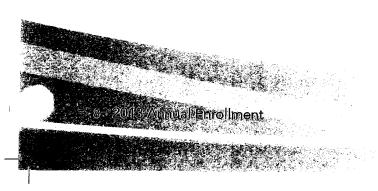
### Kaiser Permanente Prescription Plan

If you elect medical coverage through the Kaiser Permanente HMO Plan, the cost of prescription drug coverage is included in your medical premium. Your drug benefits are outlined in the chart below.

	Kaiser Medical Center Pharmacy	Participating Pharmacy	Mail Order Service (90-Day Supply)
Generic	\$10 co-pay	\$20 co-pay	\$20 co-pay
Brand Preferred	\$20 co-pay	\$40 co-pay	\$40 co-pay
Brand Non-preferred	\$35 co-pay	\$55 co-pay	\$70 co-pay

### Save on Your Prescriptions

Save \$5 to \$20 when you purchase a prescription at a MedStar Pharmacy instead of other retail pharmacies. If there is no MedStar Pharmacy at your work location, call 443.777.6201 to find out how to take advantage of this discount.





# Your Dental Options

MedStar Total Rewards offers you two dental plans from which to choose: the CIGNA PPO Dental Plan and the CIGNA DHMO Dental Plan.

# CIGNA PPO Dental Plan

Under the CIGNA PPO Dental Plan, you may receive dental care from any provider. However, if you use a non-participating dentist, you may be billed for the difference between the provider's full charge and the

amount paid by the plan. Dental benefits will not be reduced if you select a dentist outside of the network. You receive the highest coverage for expenses when you go to providers who participate in the network.

CIGNA PPO Dental Overview		
	Network Dentist	Non-network Dentist
Annual Deductible	\$25 individual \$50 family	\$25 individual \$50 family
Annual Benefit Maximum	\$1,500 per individual	\$1,500 per individual
Preventive Care	Plan pays 100%; no deductible	Plan pays 100% up to the allowable charge; no deductible
Basic Care (oral surgeries, fillings, root canals, etc.)	Plan pays 80% after deductible	Plan pays 80% of the allowable charge after deductible
Major Care (crowns, dentures, bridges, etc.)	Plan pays 50% after deductible	Plan pays 50% of the allowable charge after deductible
Orthodontics (for children up to age 19)	Plan pays 50% up to \$1,000 lifetime maximum	Plan pays 50% of the allowable charge up to \$1,000 lifetime maximum

For more specific information about the CIGNA PPO Dental Plan, call 888.336.8258 or visit www.Cigna.com.

# CIGNA DHMO Dental Plan

Under this plan, you must select a participating CIGNA DHMO dentist as your primary provider when you enroll. Services must be received from a network dentist or a specialist to whom your network dentist refers you. Please contact the network dentist before choosing this plan to make sure the practice is accepting new patients.

The advantages of this plan are: no additional charges for most preventive procedures, no claim forms to file, no deductibles, and no annual dollar maximums. And, you may receive complex dental procedures for low pre-set patient charges, if approved by CIGNA in advance.

	CIGNA DHMO Dental Plan Overview	
	Services	Your Co-pay
Preventive Care	Exams, cleanings, X-rays	\$0
	Sealants (per tooth up to age 14)	\$10
	Fillings	\$0 to \$42
Basic Care	Simple extractions	\$11
Subject Guilo	Recement crown	\$41
	Anterior root canal	<b>\$195</b>
Major Care	Crown, pontic	\$390 to \$440
	Complete or partial denture	\$525 to \$590
Orthodontics	Child	\$1,872 plus \$78 fee per month for 24 months
	Adult	\$2,184 plus \$91 fee per month for 24 months
Emergency Treatment (out-of-service area or unable to contact network dentist)	N/A	Responsible for co-pays for services Maximum benefit of \$50 Balance paid by member

For more specific information about the CIGNA DHMO Dental Plan, call 800.367.1037 or visit www.Cigna.com.



### Smile Big

Take advantage of your free dental exam and cleaning every six months, so you can keep a winning smile.





# Your Vision Option

MedStar Total Rewards offers you comprehensive eye care coverage through Advantica EyeCare. The vision plan provides coverage for an eye exam and eyewear once every 12 months. You receive the highest benefits

when you use a network provider. If you wish to visit a non-network provider, you will still receive coverage, but at a lower level.

# Advantica EyeCare Plan

Advantica EyeCare Vision Overview			
	Network Eye Care	Non-network Eye Care	
Standard Eye Exam	No charge	Plan pays up to \$40	
	No charge for frames from the select frame collection with basic lenses or standard bifocals		
Lenses & Frames	\$100 allowance for frames/lenses outside of the select collection	Plan reimburses up to \$60 for lenses and up to \$40 for frames	
	\$50 co-pay for standard progressive lenses		
	\$60 co-pay for photochromatic lenses	<u></u>	
Contact Lenses	\$100 credit toward exam, lenses and fitting (in addition to standard exam)	Plan reimburses up to \$60	
	10-20% discount for extra contacts or glasses		
Other Benefits	Discounted fees for LASIK vision correction surgery with QualSight: - Conventional LASIK: \$925 per eye - Custom LASIK: \$1,350 per eye - Custom LASIK with IntraLase: \$1,770 per eye	N/A	

For more information about Advantica EyeCare, call 866.425.2323 or visit www.AdvanticaEyeCare.com.

# Save with a Flexible Spending Account (FSA)

MedStar Total Rewards provides you the opportunity to save money on healthcare and dependent care expenses with Flexible Spending Accounts (FSA). This plan is administered by Trion.

# Healthcare & Dependent Care FSAs

You can enroll in one or both of the FSAs—Healthcare FSA or Dependent Care FSA.

You can set aside up to \$2,500 per year to pay for eligible **healthcare expenses** (there is a \$5 per pay period minimum contribution), through a Healthcare FSA.

You can set aside up to \$5,000 per year (\$2,500 if you are married and file a separate tax return) to pay for eligible **dependent day care expenses** (there is a \$5 per pay period minimum contribution), through a Dependent Care FSA.

### Use-It-or-Lose-It Rule

When you participate, you fund your FSA with pre-tax payroll deductions. This reduces your taxable income—which means more money in your pocket.

Because these accounts provide significant tax savings, the Internal Revenue Service (IRS) has placed some rules on their use. According to the use-it-or-lose-it rule, any money remaining in your FSA after the filing deadline will be forfeited. So, review your eligible expenses carefully before deciding how much money to contribute in 2013.

Remember, enrollment is for the full plan year. Once you have enrolled, you cannot change your election during a plan year for the Healthcare FSA. You may change your election to the Dependent Care FSA, if you have a qualified life status change (see "IRS-Qualified Life Status Change" on page 2 under Enrollment Guidelines).

# Healthcare FSA

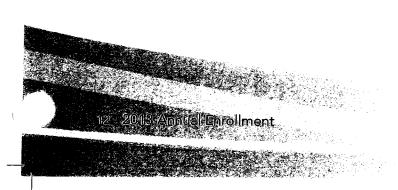
By setting aside money in a Healthcare FSA, you may be reimbursed with tax-free dollars for expenses such as medical, prescription drug, dental, or vision co-pays and deductibles, as well as other expenses not covered by insurance, like hearing aids, eyeglasses or laser vision correction. To see a complete listing of eligible medical expenses, visit www.irs.gov/pub/ irs-pdf/p502.pdf.

# Healthcare FSA MasterCard® Makes Reimbursement Easy

When you participate in a Healthcare FSA, you automatically receive a Healthcare FSA MasterCard®. The card can be used at your doctor's office for co-pays, or at participating pharmacies for prescriptions and other eligible expenses. When you use the Healthcare FSA MasterCard® at a pharmacy or doctor's office, the expense is automatically deducted from your Healthcare FSA. If your pharmacy is not a participating merchant according to the Special Interest Group for IIAS Standards, you will not be able to use your Healthcare FSA MasterCard®. Whenever you use the Healthcare FSA MasterCard®, make sure to save your receipts or explanation of benefits because you may be required to verify your claim.

# Flexible Spending Accounts

The Healthcare FSA and Dependent Care FSA are separate plans. You can participate in one or both of the FSAs. Remember, you can only use your Healthcare FSA to pay for eligible healthcare expenses, such as doctor visit co-pays. Your Dependent Care FSA can only be used for eligible child care and adult day care expenses.





### When to File a Claim

If you incur eligible healthcare expenses that were not paid for using your Healthcare FSA MasterCard® you need to submit a claim form for reimbursement along with a copy of your receipt or other proof of payment. Claim forms are available online at www.EnrollOnline.com/MedStar. To check your current balance, call Trion at 800.580.6854.

### **Proof of Eligible Expenses**

IRS guidelines on FSAs have increased to prevent fraudulent use. Save your receipts, even when using the Healthcare FSA MasterCard®. You may be required to prove the eligibility of expenses.

### Reimbursement Deadline

You have until March 15, 2014 to incur eligible expenses for your 2013 Healthcare FSA. **All Healthcare FSA claims must be submitted by June 30, 2014**. After this date, any money remaining in your Healthcare FSA will be forfeited, according to IRS regulations.

# Dependent Care FSA

Whether you are a parent facing the cost of child care, or are caring for an adult relative, a Dependent Care FSA allows you to save money on the cost of care while you are at work. Expenses reimbursed from a Dependent Care FSA must be for the care of an eligible dependent of whom you are the legal guardian, including children under 13 years old and individuals, who live in your household, rely on you for at least half of their financial support a nd are physically or mentally unable to care for themselves.

Your Dependent Care FSA dollars can be used to reimburse yourself for:

- Care provided in your or someone else's home
- Nursery schools or day camps, if replacing child care
- Licensed day care centers
- Adult day care centers

### **Getting Back Your Tax-free Dollars**

To receive reimbursement for your dependent care expenses from your Dependent Care FSA, you must make a copy of your receipt or other proof of payment and complete a claim form. You can access a claim form online at www.EnrollOnline.com/MedStar. You may also go online to check your current balance, or call Trion at 800.580.6854.

#### Reimbursement Deadline

All dependent care expenses must be incurred by Dec. 31, 2013 to be eligible for reimbursement from your 2013 Dependent Care FSA. All Dependent Care FSA claims must be submitted by March 31, 2014. After this date, any money remaining in your Dependent Care FSA will be forfeited, according to IRS regulations.

### Tax Credit vs. Dependent Care FSA: Which is Better?

Current tax laws allow you to take a tax credit for some dependent care expenses when calculating your annual income taxes. Though the law does allow you to use a combination of tax credit and Dependent Care FSA for dependent care costs, you cannot use both for the same expense. Please review your tax situation carefully to decide what is best for you and your family.

Remember, the Dependent Care FSA is for day care expenses, not health care for your dependent.

# Life Insurance

Thinking about your family's financial security in the event of your death isn't easy, but it's important. Since MedStar cares about you and your family's peace of mind, we pay for your basic life insurance.

# Basic Life Insurance

MedStar Total Rewards offers basic life insurance coverage equal to one times your annual base salary at no cost to you. Your coverage will be rounded up to the next higher \$1,000.

# Optional Life Insurance

You may purchase optional life insurance in amounts equal to one, two or three times your base pay, up to a combined (basic and optional life) maximum of \$1,500,000. The cost for additional coverage is determined by your age and the amount of coverage you elect. You will be required to submit an Evidence of Insurability (EOI) form in some circumstances.

Your amount of basic and optional life and basic accidental death and dismemberment insurance reduces to 65 percent when you reach age 65 and to 50 percent when you reach age 70. In addition, if you enroll your spouse for dependent life insurance the amount of spouse optional life insurance reduces to 65 percent at age 65 and 50 percent at age 70.

# Taxable Insurance

The cost of basic life insurance and optional life insurance coverage that is more than \$50,000 becomes imputed income and the premium is taxable under the Internal Revenue Code.

# Dependent Life Insurance

You may purchase life insurance for your spouse and dependent children. The coverage for your spouse and/or children cannot be more than the total amount of your life insurance coverage. You will be required to submit an Evidence of Insurability (EOI) form in some circumstances.

See the summary plan description, available in the Benefits office, or visit **www.EnrollOnline.com/MedStar** for more information about supplemental or dependent life insurance.

# Accidental Death and Dismemberment (AD&D)

# Basic AD&D Insurance

MedStar Total Rewards provides you with basic accidental death and dismemberment (AD&D) coverage equal to one times your base pay. AD&D pays a benefit to your beneficiary if you die or to you if you suffer certain serious injuries as the result of an accident. This benefit amount is paid in addition to the basic life insurance.

# Supplemental AD&D Insurance

You may purchase supplemental AD&D protection, which provides additional AD&D benefits in the event of accidental death or loss of limb, hearing, sight, or speech. Supplemental AD&D coverage is available for one, two or three times your annual earnings, to a combined (basic plus supplemental AD&D) maximum of \$1,500,000. Coverage is available for you and/or your family members.

**Note:** Basic AD&D and supplemental AD&D benefits will not be paid for losses caused by suicide, self-mutilation, operating a vehicle while intoxicated, acts of war, and several other incidents.

### **Update Your Beneficiaries**

Now is a good time to make sure your beneficiary designation is up-to-date. Otherwise, your benefit may not be paid the way you intended.





# **Disability Plans**

MedStar Total Rewards provides eligible full-time associates with both Short-Term Disability (STD) and Long-Term Disability (LTD) coverage, at no cost.

If you should become disabled as a result of a non-occupational injury or illness and are unable to work, this coverage will replace under 60 percent of your earnings until you are able to return to work, are no longer disabled or turn 65 years old. Both STD and LTD are effective after six months of continuous service.

# Short-Term Disability (STD)

If you become disabled, STD benefits will replace 66-2/3 percent of your weekly income. Benefits will begin after a seven-calendar-day waiting period for an illness or on the day of an accident. Coverage will continue for 26 weeks or until you return to work, whichever comes first.

# Long-Term Disability (LTD)

If you are still disabled after 26 weeks, you may be eligible for LTD benefits. Your LTD benefits may be offset by Social Security, retirement or other sources of disability benefits you may be eligible to receive.

### Long-Term Disability Additional Coverage Option

You may purchase additional coverage up to 66-2/3 percent of your earnings; however, you are subject to a pre-existing condition limit. Also, you must submit an Evidence of Insurability (EOI) form if you wish to elect this benefit outside of your initial eligibility period. You pay for additional coverage with after-tax deductions.

# Whole Life, Critical Illness Insurance and Accident Protection

Insurance protection through whole life provides permanent death benefits along with several valuable features that you cannot find in traditional life insurance coverage. Critical illness coverage, a supplemental policy, offers affordable, flexible coverage for a variety of serious illnesses. Accident protection, with family benefits, is designed to financially assist you in the event of an injury, on or off the job.

These products may be purchased through convenient payroll deduction with the advantage of our discounted group rate. They are not available during Annual Enrollment or during the enrollment period for new associates. Enrollment periods for these benefits will be announced at your individual organization.

**Note:** Accidental Death and Dismemberment Basic AD&D and supplemental AD&D benefits will ot be paid for losses caused by suicide, self-mutilation, operating a vehicle while intoxicated, acts of war, and several other incidents. For a complete listing, see the summary plan description available in your Benefits department.

# Legal Resources

Through Legal Resources, MedStar Total Rewards provides you with access to a regional network of law firms and legal services. Those who elect to join the legal plan may obtain advice, consultation and/or representation for legal needs. Your spouse and dependent children are also eligible to access legal services.

The legal plan offers full coverage for an extensive array of attorney services, including:

- Will preparation
- Sale and purchase of real estate
- Traffic court representation
- DUI court representation
- Contract or lease review
- Tenant/landlord disputes
- Uncontested divorce representation
- Adoption and name change services
- Civil suit court representation
- Defense of juveniles and criminal misdemeanors
- Refinancing

If you decide to take advantage of these services, you will pay low group premiums through payroll deduction. When you join the legal plan, you enter a full-year contract. Even if you leave MedStar, you will be billed for the full plan year. You may use this service as often as you like and the plan includes no waiting periods.

A detailed listing of the services that are covered or excluded is available in your Human Resources department or online at www.EnrollOnline.com/MedStar.

**Note:** If you are involved in a legal issue before you join the plan, pre-existing limits may apply.

# MedStar Associate Advantages

# MedStar Health, Inc. Retirement Savings Plan

With the MedStar Health, Inc. Retirement Savings Plan, you can achieve your retirement goals through a tax-deferred savings account that offers a variety of professionally -managed investment options and a competitive company match.

MedStar may match 50 percent of your contributions up to a maximum of 6 percent of your earnings. To be eligible for the employer match, you must complete a year of service and work 1,000 hours or more per year. And you must be a MedStar associate on the last day of the year.

You are always 100 percent vested in your personal contributions to your account. After three years of service, you are fully vested in MedStar's matching contribution.

For help with retirement planning, call Fidelity Investments, our retirement plan administrator, at **888.766.6817** or visit **www.Fidelity.com/AtWork**.

## Saving for Your Retirement

You are eligible to contribute to the retirement savings plan from your date of hire. You will receive a welcome kit at your home from Fidelity with instructions on how to enroll or go to www.Fidelity.com/AtWork.

### Tuition Assistance Benefit

At MedStar, we care about your professional growth and development. That's why MedStar offers tuition assistance for continuing education directly related to your professional work or career advancement in positions utilized within MedStar. Please see your Human Resources department for details.





# Employee Assistance Program (EAP)

The EAP provides many different types of confidential counseling services, as well as financial and retirement planning, fitness or nutrition services, and convenience services, which include referrals for child care, adult care, personal trainers, restaurants, and more. These confidential services are offered through Business Health Services at no cost to you. To take advantage of the EAP, call **866.765.3277**.

# Bank of America at Work and Wells Fargo at Work Programs

You are eligible to take advantage of exclusive banking products and services through Bank of America and/or Wells Fargo. Both banks offer a wide range of home financing solutions that can help advance your current and long-term goals.

# Computer Purchase Program

With MedStar Total Rewards, you can purchase name-brand home computers at affordable prices with no interest, no credit check and no down payment. To see what products are available for purchase through payroll deduction, call 866.638.3953 or visit www.MedStar.PurchasingPower.com (Email: MedStar@PurchasingPower.com, Password: medstar). If you are not interested in payroll deduction, visit Dell at www.Dell.com/us/en/eep/default.htm or call 800.934.1652.

# SmarTrip Cards Through SmartBenefits

If you commute to and from work by Metro Rail, MARC train, transfers, or Metro bus, the SmarTrip card through SmartBenefits may be a great benefit to you. Through pre-tax payroll deduction, benefit-eligible associates may set aside a maximum contribution as determined by the IRS to help pay for commuting expenses. You may enroll in SmartBenefits through Work-Life Services, East Building, 1105. You may also call **202.877.5155** for more information.

# Discount Health Club Memberships

You are eligible to participate in select health club memberships at a discounted rate. Participating chains offer certified fitness professionals, personal fitness programs, state-of-the-art equipment and free weights. The club you choose determines your membership fees. A list of health club and other discounts is available on the MedStar MyHealth OnLine at www.MedStarMyHealth.org.

# Paid Time Off (PTO) and Holidays

If you are a benefits-eligible associate, you will accrue PTO from work based on a formula of hours paid and the length of your service. MedStar also offers associates nine paid holidays each year. Some of these are observed holidays; others are floating holidays. For more detail on which holidays are observed, or for specific details on your organization's time off policy, contact your Human Resources department.

## Additional Perks Where You Work

Your MedStar Total Rewards package is more than just health and welfare benefits. The perks listed below are additional advantages that you may enjoy as a MedStar associate.

- Discount cellphone programs
- SmartSavings online discount shopping program
- On-site training and education
- Seasonal theme park and professional sports team discounts

# **Contact Information**

For questions or concerns about your benefits, eligibility or coverage, contact the Benefits department at **703.558.1300**.

Type of Benefit	Provider	Phone	Website
	MedStar Select Plan	855.242.4872	www.MedStarMyHealth.org
   Medical	CareFirst PPO Plan	800.628.8549	www.CareFirst.com
	Kaiser Permanente HMO Plan	800.777.7902 301.468.6000 (local)	www.KaiserPermanente.org
	CVS Caremark	888.771.7282	www.Caremark.com
Prescription Drug	Kaiser Permanente	800.777.7902 301.468.6000 (local)	www.KaiserPermanente.org
Dental	CIGNA PPO Dental Plan CIGNA DHMO Dental Plan	888.336.8258 800.367.1037	www.Cigna.com
Vision	Advantica EyeCare	866.425.2323	www.AdvanticaEyeCare.com
Flexible Spending Accounts	Trion	800.580.6854	www.EnrollOnline.com/MedStar
Life Insurance and AD&D Insurance	Reliance Standard Life	800.351.7500	www.RelianceStandard.com
Legal	Legal Resources	800.728.5768	www.LegalResources.com
Disability	Reliance Standard Life	877.202.0055	www.MatrixEservices.com
Retirement	Fidelity Investments	888.766.6817	www.Fidelity.com/AtWork
Computer Purchase Program	Purchasing Power (payroll deduction)	866.638.3953	www.MedStar.PurchasingPower.com Password: medstar Email: MedStar@PurchasingPower.com
	Dell	800.934.1652	www.Dell.com/us/en/eep/default.htm
Employee Assistance Program	Business Health Services	866.765.3277	www.BHSonline.com Username: medstar
COBRA Continued Benefit Coverage	Trion COBRA Services	800.580.6854	www.Cobra-Link.com
Banking Services	Bank of America	800.782.2265	www.BankofAmerica.com/BankAtWork
	Wells Fargo	800.869.3557	www.WellsFargo.com/jump/atwork/ atwork_welcome
Wellness	MedStar MyHealth	855.242.4871	www.MedStarMyHealth.org

# Exhibit 7

# SYSTEM BUILD AGREEMENT

MEVION S250 PROTON BEAM RADIATION THERAPY PBRT SYSTEM

This SYSTEM BUILD AGREEMENT (this "Agreement") is entered into and effective as of July 2, 2012, (the "Effective Date") by and between Mevion Medical Systems, Inc. ("MEVION"), a Delaware corporation having a principal place of business at 300 Foster Street # 3, Littleton, Massachusetts 01460, and Medstar Georgetown University Hospital ("Customer"), a not-for-profit organization having a principal place of business at 3800 Reservoir Road, NW | Washington, DC 20007. Each of MEVION and Customer may be referred to herein as a "Party" and collectively as the "Parties."

WHEREAS, Customer is interested in having MEVION build a MEVION S250 proton beam radiation therapy system (a "MEVION S250 System") for Customer; and

WHEREAS, MEVION agrees that it will construct MEVION S250 System at a facility prepared by Customer in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the recitals and the mutual covenants, representations, warranties, conditions and agreements hereinafter expressed, the Parties agree as follows:

### 1. Definitions.

For the purpose of this Agreement, the following words and phrases shall have the meanings set forth below:

- 1.1 "Accelerator Module" refers to a set of components of the System that includes a cyclotron (the "Cyclotron") and that is shipped preassembled and is installed at the Site between the two arms of the Gantry.
- 1.2 "Clinical Acceptance" means the date on which Customer Clinically Commissions the System, provided that if Customer has not Clinically Commissioned the System within one hundred twenty (120) days following Customer Acceptance, solely for the purposes of Section 2.2, Clinical Acceptance will be deemed to have occurred, and the applicable Milestone Payment obligations will be triggered, on the one hundred twenty first (121st) days following Customer Acceptance for the System.
- 1.3 "Clinically Commission" means the completion of the process whereby Customer commissions the System for clinical use, including acquiring necessary machine-specific beam data and verification of dose delivered.
- 1.4 "Construction Guide" means the document to be provided by MEVION that includes specifications for the Facility to enable Customer to construct the Facility and prepare the Site for the on-site construction and installation of the System.
- 1.5 "Customer Acceptance" means the date on which MEVION provides Customer with documented evidence confirming the testing and compliance of the System to the Specifications.
  - 1.6 "Dollars" or "\$" means United States dollars.
- 1.7 "Facility" means the integrated radiation oncology and proton therapy facility of the Customer where the System will be located.
  - 1.8 "Gantry" has the meaning set forth in Exhibit 1.
- 1.9 "Gantry Embeds" means the components of the System that are to be supplied by MEVION and cast into the structural concrete of the Site by Customer's construction contractor for the purpose of supporting the Gantry.
- 1.10 "Operating Software" means the computer software (in object code format only) used to operate the System, including any updates, modifications or fixes to such software that MEVION may provide to Customer, as well as any related user documentation and/or manuals provided by MEVION to Customer (the "Software Documentation").

- 1.11 "Regulatory Clearance" means regulatory clearance of the System by the U.S. Food and Drug Administration ("FDA") pursuant to Section 510(k) of the Federal Food, Drug and Cosmetic Act or otherwise.
- 1.12 "Services" means the services to be performed by MEVION as expressly set forth in this Agreement.
  - 1.13 "Site" means the location within Facility at which the System is to be installed.
  - 1.14 "Specifications" means the specifications for the System as set forth in Exhibit 2.
- 1.15 "System" means the MEVION S250 System to be constructed at the Facility by MEVION and includes any and all components thereof, including the components set forth on Exhibit 1.
- 1.16 "System Documentation" means copies of the documentation related to the System provided by MEVION to Customer during the Term (as defined below).

# 2. MEVION General Obligations.

- Certificate of Need and Zoning Contingency. Customer has filed a Letter of Intent with the 2.1 District of Columbia Department of Health (the "DC DOH") to seek Certificate of Need (the "Certificate of Need") approval to establish and operate a clinical program utilizing the MEVION S250 System at the MedStar Georgetown University Hospital. Customer has a strong relationship with the SHPDA Project Review Branch, which is the agency that will evaluate and potentially grant the Certificate of Need request but can make no assurances that a Certificate of Need will be granted for this purpose. Customer represents, warrants and covenants that (a) it has followed all required rules and regulations in connection with filing the Letter of Intent for the Certificate of Need, (b) it is not aware of any circumstances that would reasonably be expected to result in the DC DOH's rejection of the Certificate of Need, (c) it shall use its best efforts to diligently pursue approval of the Certificate of Need and shall not take any action or fail to take any action which could reasonably be expected to result in the rejection, rescission or delay in approval of the Certification of Need, and (d) it shall immediately notify MEVION of any communications with the DC DOH regarding the approval process or any circumstances of which Customer becomes aware of which reasonably be expected to result in a rejection, rescission or delay in approval of the Certification of Need. MEVION acknowledges this Agreement is contingent upon Customer's full approval of the Certificate of Need request, inclusive of zoning approval by the District of Columbia Department of Health and Zoning Commission. In the event the Certificate of Need/Zoning Request is not approved, or is approved but later rescinded, in each case prior to the time any equipment is shipped by MEVION, this Agreement may be cancelled, at the Customer's sole discretion with thirty (30) days written notice to MEVION, and Customer shall be released from any and all obligations herein and shall receive a full refund of any deposits or other payments made to MEVION under this Agreement up to the date the Certificate of Need application is denied and/or rescinded.
- 2.2 MedStar Health Board of Directors Approval Contingency. Per Customer policy, the authority to enter into this Agreement must be approved by the MedStar Health Board of Directors. Customer intends to present this request at the next scheduled MedStar Health Board of Directors meeting. MEVION acknowledges Customer's ability to enter into this Agreement is contingent upon the approval by the MedStar Board of Directors and no payments of any nature, including a down payment or deposit, can be made until such approval is granted. Customer will seek approval of this Agreement by the MedStar Health Board of Directors promptly following the execution of this Agreement by both Parties, and Customer will notify MEVION in writing whether MedStar Health Board of Directors approves or does not approve this Agreement. In the event that Customer notifies MEVION in writing that the MedStar Health Board of Directors' approval is not granted, this Agreement shall become null and void and each of Customer and MEVION shall be released from any and all obligations herein. In the event Customer notifies MEVION in writing that the MedStar Health Board of Directors has approved this Agreement (the "Approval Letter"), all of the rights and obligations of both Parties shall be in full effect and this Agreement shall no longer be subject to termination or rescission pursuant to this Section 2.2.
- 2.3 <u>Construction</u>. In accordance with the terms and conditions set forth herein, MEVION shall (i) construct the System components for Customer, and deliver, assemble and install the System components at the Site, and (ii) provide training and service and maintenance for the System.

- New Technology: Prior to final delivery of the System components, MEVION will update the specifications for the System to include updated or upgraded parts, components or equipment for the System. MEVION will perform retrofits to the System components, to the extent possible, as may be necessary to ensure that the System, as purchased by CUSTOMER and as delivered and installed by MEVION, is the then-current generation or model of the System or any next-generation proton therapy system developed by MEVION, which incorporates all changes, modifications, updates or upgrades or then current features and functionality and that have been developed and/or integrated by MEVION into the System or any next-generation proton therapy system developed by MEVION prior to the final delivery of the System components by MEVION, at no additional cost to CUSTOMER. If prior to final delivery of the System components, MEVION updates, upgrades or changes, or makes, develops, integrates or performs, any of the following as they pertain to the System or the specifications, MEVION will notify CUSTOMER: (i) beam shaping configuration availability and (ii) upgrade, changes or additions to the patient alignment system including 3D based radiographic positioning system. Notwithstanding the foregoing, starting 120 days prior to the completion of Milestone Event #2 as described in Section 3.6 below (the "Upgrade Threshold Date"), this "non-obsolescence" policy does not entitle CUSTOMER to receive any add-on products or additional MEVION products that are generally sold as separately invoiced items from the System ("Optional Technology"), provided that MEVION will promptly notify CUSTOMER as soon as any Optional Technology becomes available for purchase and provide CUSTOMER with the opportunity to purchase any such Optional Technology at MEVION's then-current standard rates.
- 2.5 <u>Continuous Improvement and Best Practices</u>. MEVION will use commercially reasonable efforts to, on a continuous basis during the term of any Service Agreement (as defined below), identify and report to Customer ways to improve in such Service Agreement. The Parties agree that implementation of such improved service levels may or may not require compensation.
- 2.6 Performance of Services: Root Cause Analysis. If MEVION fails to provide the Services in accordance with the terms of this Agreement, MEVION will notify Customer and shall use commercially reasonable efforts to (a) promptly investigate the failure to identify the problem causing the failure and report such findings to Customer, (b) correct the problem as soon as reasonably practicable and (c) take reasonable action to prevent any recurrence of such default or failure. In the event that MEVION anticipates that it will be unable to perform any Services as set forth herein, MEVION shall advise Customer of the status of the problem as soon as reasonably practicable.
- 2.7 <u>Measurement and Monitoring Tools</u>. MEVION, using its tools and at its own expense will, upon Customer's reasonable written request, provide reports summarizing the status of the performance of the Services.

At Customer's request, MEVION will meet at least semi-annually with Customer to discuss any such service reports.

- 2.8 <u>Executive Level Meeting</u>. With reasonable prior notice, Customer will have the right to convene a meeting, at Customer's offices at times to be agreed to by the Parties, with MEVION's appropriate responsible executive(s) upon the occurrence of the following events (an "Executive Level Meeting"):
  - a. Any significant and unresolved customer satisfaction issues;
  - b. If there is a proposed change in scope of the Services to be performed hereunder (individually or in aggregate) which would cost Customer the lesser of \$250,000 or 5% of the value of the total Agreement; or
  - c. MEVION refuses to provide, or materially fails to provide, Services in accordance with this Agreement.
- 2.9 <u>Responsibilities</u>. Each of MEVION and Customer will make management decisions in a timely manner and perform its responsibilities set forth in this Agreement.

- the operation of this Agreement, in accordance with its terms, for Customer. In the event that the Customer Relationship Manager is no longer willing or able to act in such capacity, or in the event the Customer Relationship Manager is no longer employed or otherwise engaged by Customer, Customer shall promptly provide MEVION with written notice of a replacement Customer Relationship Manager. The initial Customer Relationship Manager is identified on Exhibit 4. Wherever Customer's approval is required under this Agreement, Customer will only give that approval through Customer Relationship Manager or a duly authorized delegate of Customer Relationship Manager. MEVION agrees that it will not rely on the apparent or ostensible authority of any other Customer personnel in relation to any such approval. Customer will ensure that Customer Relationship Manager is the single point of contact for MEVION for this Agreement with respect to obtaining any Customer approval as required under this Agreement (except as delegated to an authorized delegate), has the authority and will be given the responsibility to perform for Customer each of the tasks referred to under Role of Relationship Managers in Sections 2.11, 2.12, and 2.13 below, and is a full-time employee of Customer.
- 2.11 MEVION Appointments. MEVION will appoint a MEVION Relationship Manager to manage the operation of this Agreement, in accordance with its terms, for MEVION. Wherever MEVION's approval is required under this Agreement, MEVION will only give that approval through MEVION Relationship Manager or a duly authorized delegate of MEVION Relationship Manager. Customer agrees that it will not rely on the apparent or ostensible authority of any other MEVION personnel in relation to any such approval. MEVION will ensure that the MEVION Relationship Manager is the single point of contact for MEVION for the purposes of this Agreement with respect to obtaining any Customer approval as required under this Agreement, has the authority and will be given the responsibility to perform for MEVION each of the tasks referred to under Role of Relationship Managers, and is a full-time employee of MEVION.

# 2.12 Role of Relationship Managers. The Relationship Managers:

- a) Will meet at times as set forth herein or as otherwise agreed by the Parties;
- b) Will review and discuss reports submitted by MEVION, proposed changes to the Services or any part of this Agreement, any audit or benchmarking exercises, the status of individual existing or planned projects and financial performance;
  - c) May raise any issues of concern or interest relating to this Agreement; and
- d) Will work in good faith to resolve any issues of concern in accordance with this Section and, if they are unable to resolve them, refer the matter to senior management for resolution in accordance with the escalation procedures described herein.
- 2.13 Accountability. Both MEVION and Customer will reasonably cooperate to make the project and performance of Services successful. Some functions will be the primary responsibility of one of the parties as set forth below.

MEVION Accountability	Customer Accountability	
Provide Mevion's documentation regarding the use of System (including the Operating Software).	Make timely decisions.  When MEVION makes recommendations make timely decision balance against Customer need.	
Communicate/document implication of proposed individual design modifications to the Specifications and summary implication of such proposed design	Enforce compliance with new processes and use of technology, software and clinical protocols	

modifications	·
Inform Customer about MEVION vehicles/forums for collaboration with other MEVION clients, if any	Reach out to other organizations for assistance, advice and coaching
Fully inform Customer about all proposed increases in costs based on scope changes and participate in executive discussion of payment for unplanned expenses.	Adhere to agreed upon and defined project scope or make informed decisions to deviate from scope
Provide sufficient resources with required skill to perform MEVION's obligations hereunder, including with respect to training and identify Customer resources and skill sets needed for MEVION's performance of its obligations hereunder	Commit sufficient resources with appropriate skill and time
Promptly report when MEVION deviates from any standards that have the potential to impact the project cost, schedule or outcome.	Define standardization. Oversee, drive and adhere to defined standardization

### 3. Price, Milestones, and Payment.

- 3.1 <u>Price</u>. In consideration for the delivery, assembly and installation of the System, Customer shall pay to MEVION Twenty Two Million Dollars (\$22,000,000), payable in accordance with the schedule of Milestone Payments (as defined below) set forth in Section 3.5. Customer acknowledges and agrees that this pricing is contingent on execution of this Agreement by both Parties no later than July 31, 2012.
- Market Competitive Pricing. MEVION represents that, until the second anniversary of the Effective Date, the aggregate fees and pricing offered to Customer for the System will be equal to or better than the fees and pricing offered in the future to any other similarly situated non-governmental customer of a single, substantially equivalent MEVION S250 System in the state of Maryland or District of Columbia purchased during the term of the Agreement on substantially identical terms (other than price). Should another such customer obtain lower pricing under the circumstances described above, Customer's pricing will be enhanced accordingly and Customer shall receive a credit for the products or services, within thirty (30) days of the date of verification, equal to the difference between the amount(s) paid by Customer and the lower amount charged to other such customer while such pricing differential was in effect.
- 3.3 Other Costs. The Milestone Payments do not include costs associated with (a) Customer's preparation of the Facility or Site, (b) delivery of the System components (including associated insurance) from MEVION's facility, (c) rigging required to place the System at the Site (d) any Service Agreements described in Section 6.4(d); or (e) calibration or Clinical Commissioning of the System, and that Customer is solely responsible for any and all of the costs and expenses described in clauses (a) through (e) above.
- 3.4 Taxes. The Parties recognize that Customer will be treated as a tax exempt entity and Customer will provide MEVION with its exemption certificate promptly following the Effective Date. All invoices of MEVION to Customer shall exclude taxes which are excludable under Customer's tax exempt status. Customer acknowledges that it may be responsible for sales, use and excise taxes imposed in connection with this Agreement but Customer will have no responsibility for MEVION's franchise taxes, taxes based on MEVION's net income or MEVION's property taxes In the event MEVION is required at any time to pay any such tax or charge that has been determined to be the responsibility of Customer, Customer shall reimburse MEVION therefore promptly on demand. If Customer is required by the law of any country to make any deduction, or

withhold from any sum payable to MEVION hereunder, then the sum payable by Customer upon which the deduction or withholding is based shall be increased to the extent necessary to ensure that, after such deduction or withholding, MEVION receives and retains, free from liability for such deduction or withholding, a net amount equal to the amount MEVION would have received and retained in the absence of such required deduction or withholding.

3.5 <u>Milestone Payments</u>. Customer shall pay to MEVION the following milestone payments ("<u>Milestone Payments</u>"), which shall be paid within forty-five (45) days after each occurrence of the following numbered milestone events ("<u>Milestone Events</u>"), other than with respect to the first Milestone Payment (i.e., Approval by the MedStar Board of Directors") which shall be payable concurrent with the Customer's delivery of the Approval Letter to Mevion.

Milestone Event	Milestone Payment
1. Approval by the MedStar Board of Directors	\$3,000,000
2. Upon receipt of the Gantry Embeds at the Customer's Site	\$5,200,000
3. Upon shipment of the Accelerator Module from MEVION's facility to the Customer's Site	\$7,600,000
4. Customer Acceptance	\$2,400,000
5. Clinical Acceptance	\$1,200,000
6. The first patient treatment using the System ("Clinical Use"), provided that if such Clinical Use does not occur within ninety (90) days following Clinical Acceptance, this Milestone Event shall be deemed to have occurred and the applicable Milestone Payment shall be payable on the ninetieth (90 <sup>th</sup> ) day following Clinical Acceptance. For the avoidance of doubt, upon Clinical Use, all Milestone Events shall be deemed satisfied and unpaid portion of any previous Milestone Payment shall be due and payable.	\$2,600,000
Total	\$22,000,000

Milestone Payments made by Customer hereunder shall not be refundable, creditable or subject to set-off for any reason, including termination of this Agreement by Customer in accordance with Section 11.7 below, with the exception of the termination in accordance with the failure of the DC DOH to approve the Certificate of Need as set forth in Section 2.1, provided that that the foregoing shall not restrict Customer from seeking contract damages in the event this Agreement is terminated by Customer for an uncured material breach by Mevion..

- a) Payment Terms: Disputed Charges. MedStar may withhold payment of any portion of an invoice which it disputes in good faith; provided, however, that notwithstanding any other provision in this Agreement in no event will MedStar be entitled at any one time to withhold, deduct, set-off, or off-set a total amount greater than one month's fees without regard for the reason of such withholding, deduction, set-off or off-set.
- b) No later than 30 days after the date on which such withheld fees or expenses are due, MedStar will provide MEVION with a statement specifying the portion of Fees or expenses being

- withheld and a reasonably detailed explanation of the reasons for withholding such Fees or expenses.
- Whenever MedStar withholds payment of a disputed portion of any invoice, the Parties will negotiate expeditiously and in good faith to resolve any such disputes. MedStar will pay all outstanding amounts as agreed in the dispute resolution process within 45 days following the conclusion of such process.
- d) Payment disputes will not affect MEVION's requirement to provide the Services in accordance with this Agreement, subject to MEVION's Termination rights as applicable in this Agreement.
- e) Neither the failure to dispute any fee or amounts prior to payment, the failure to withhold any amount nor the payment of amounts over the maximum under this Section will constitute, operate or be construed as a waiver of any right MedStar may otherwise have to dispute any fee or amount or recover any amount previously paid.
- 3.6 <u>Target Date Schedule</u>. MEVION shall use commercially reasonable efforts to achieve the following numbered events ("<u>Target Events</u>") by the applicable target dates ("<u>Target Dates</u>") as follows:

Target Event	Target Date
1. Delivery of the Gantry Embeds to Customer	December 2012
2. Delivery of the Accelerator Module to Customer	December 2013
3. Final delivery of System components to Customer	April 2014
4. Completion of Customer Acceptance	June 2014

# 3.7 Passage of Title; Risk of Loss.

- (a) MEVION shall bear the risk of loss for each System component until such component is delivered to the Facility, at which time the risk of loss for such System component shall pass to Customer.
- (b) Upon MEVION's receipt of Customer's payment of the fourth Milestone Payment (i.e., Customer Acceptance), title in and to System (for clarity, excluding Operating Software) shall pass to Customer (subject to Customer's payment of all remaining or outstanding payments due hereunder).

# 4. Site and System Construction.

4.1 <u>General</u>. Customer will manage and have responsibility and authority for the overall architectural, structural, and engineering design and construction of the Facility, and will engage architects, construction managers, structural engineers, mechanical/electrical engineers, and other consultants for that purpose at its own expense. Customer will apply for, receive, and pay the cost of all permits required for preparation of the Facility and pay the cost of all permits required to construct the System on-site. Notwithstanding anything herein to the contrary, Customer shall have the sole responsibility and authority for the design and construction of the shielding required to prevent radiation leakage, the Facility radiation monitoring systems, and the systems and procedures required to handle the disposition of irradiated materials.

# 4.2 System Component Delivery.

(a) MEVION will arrange and coordinate, at Customer's cost, for delivery of the System components from MEVION's facility (or those of MEVION's suppliers) to the Facility. MEVION will obtain, at cost, adequate freight insurance to cover in-transit damage to the System components. Customer

shall be solely responsible for taking all appropriate actions to ensure that the System can be brought safely into the Facility and to the Site, in accordance with building access requirements provided set forth in the Construction Guide. MEVION shall coordinate, with reasonable assistance from Customer, any unloading and rigging of the System components to be performed by third parties, and Customer shall pay the costs of any such unloading and rigging. Customer shall ensure that the Facility shall be equipped with access in several locations, including its receiving dock, as set forth in the Construction Guide.

- (b) MEVION shall deliver all System components in good and working condition. Any System components damaged in shipping or delivery shall be the responsibility of MEVION, who shall file any and all claims for damages with the carrier and/or insurance company.
- (c) If through no fault of MEVION, Customer is not prepared to receive any System components on the dates that MEVION proposes to deliver such components, the Parties shall arrange for storage of such components at a mutually agreeable storage site. Customer shall be responsible for the cost of delivery to the storage site and shall bear the costs for storage. If through no fault of MEVION, Customer is not ready to accept the delivery of all of the System components one hundred eighty (180) days after MEVION's proposed delivery date for final System component, solely for the purposes of Section 3.5, MEVION will be deemed to have completed the fifth Milestone Event (i.e., Customer Acceptance) and Customer shall pay to MEVION the corresponding Milestone Payment as set forth in Section 3.5.

### 4.3 On-Site Construction.

- (a) MEVION shall use commercially reasonable efforts to construct the System at the Site according to the schedule of Target Events set forth in Section 3.6. All work by MEVION in conjunction with on-site construction shall be in accordance with a degree of care, judgment and expertise commensurate with industry standards. All on-site construction work shall be performed by employees or contractors working for MEVION or its authorized suppliers, provided that if applicable law or the policies of any trade union or other labor organization prevent MEVION from using its own employees or contractors from performing such on-site construction work, Customer shall make all required arrangements to secure, at Customer's costs and expense, adequate and qualified personnel to perform and complete such work, and MEVION's obligations to perform on-site construction work in such circumstances shall be limited to providing engineering supervision of such work and connecting the System (or the components for the System, as applicable) to existing wiring.
- (b) Subject to Customer's reasonable advanced written notice and agreement to abide by MEVION's reasonable visitor security policies, MEVION shall provide Customer with access to MEVION's Littleton, Massachusetts facility for the purposes of physical inspection of the System components at reasonable mutually agreeable times, provided that such access does not unreasonably interfere with MEVION's normal business operations.
- (c) Customer acknowledges and agrees that the dose rate and integrated dose measured by the transmission ionization chamber and dosimetry electronics components of the System must be calibrated by a qualified radiological physicist prior to use of the System for patient treatment, and that such calibration is outside the scope of this Agreement. Customer shall be responsible, at its own expense, for (i) the initial and ongoing calibration of the System, and (ii) performance of any radiation surveys that are required by applicable law or regulation, or necessary to establish that radiation does not exceed safe levels.

# 5. Upgrades, Redesigns and Improvements.

During the Warranty Period, MEVION shall use commercially reasonable efforts to make available to Customer, at no extra charge and as promptly as commercially practicable following commercial availability, all upgrades, redesigns or improvements to the System that are required (i) to maintain the functionality of the System in accordance with the Specifications, (ii) to protect patient safety or (iii) required by applicable law or regulation, in which case, MEVION shall bear all costs for such upgrades, redesigns or improvements to the System. For clarity, this Section 5 entitles Customer to the best available version of the MEVION S250 System

as of the time of delivery of the System to the Facility, provided, however, that this Section 5 does not entitle Customer to receipt of add-on products or additional MEVION products that, at the time of delivery of the System to the Facility, are generally sold as separately invoiced items from the MEVION S250 System.

# 6. Warranties; Service.

- 6.1 <u>Product Warranty</u>. MEVION warrants that the System will be free from material defects in materials and workmanship and will perform in all material respects in accordance with the Specifications (the "Product Warranty") for a period of twelve (12) months following Clinical Acceptance (the "Warranty Period").
- 6.2 <u>Uptime Warranty</u>. MEVION warrants to Customer that, during the Warranty Period, the System shall operate with at least ninety five percent (95%) Uptime (as defined below) (the "<u>Uptime Warranty</u>", and together with the Product Warranty, the "<u>Warranties</u>").
- 6.3 Warranty Conditions. Customer must comply with the terms and conditions of this Agreement in order to be covered by the Warranties. All maintenance or repairs made to the System must be by MEVION or trained personnel authorized by MEVION, and the Warranties shall not apply to any breaches of the Warranties arising as a result of repairs or modifications to the System performed other than by MEVION or trained personnel authorized by MEVION. The Warranties are void if the System is damaged by or malfunctions by reason of (i) unreasonable use, misuse, neglect, lack of routine care or maintenance as described in any System Documentation, (ii) failure to use or take any proper precautions as indicated in the System Documentation, (iii) user alteration or modification of the System if not previously authorized in writing by MEVION, (iv) improper service by Customer, or repairs, installation or maintenance performed other than by MEVION or trained personnel authorized by MEVION, or (v) abuse or other causes not arising out of defects in materials or workmanship. The Warranties do not cover the System if it has been moved after construction and installation.

### 6.4 Remedies.

- (a) In the event of any breach of the Product Warranty, Customer's sole and exclusive remedy shall be for MEVION, without expense to Customer, to promptly repair or replace, at MEVION's option, any defective or deficient System component.
- (b) In the event of any breach of the Uptime Warranty, Customer's sole and exclusive remedy shall be for MEVION to provide Customer with a credit towards future payments to be made by Customer under a Service Agreement (as defined in Section 6.4(d) equal to one-percent (1%) of the annual fee due thereunder for every two-percent (2%) that Uptime is below the ninety five percent (95%) Uptime minimum, such credit not to exceed 20% of the annual fee due under such Service Agreement.
  - (i) "Uptime" shall be calculated as follows:

Uptime = 
$$\frac{\text{Base Days} - \text{Down Days}}{\text{Base Days}} \times 100$$

- (ii) "Base Days" equals the number of operating days for the System scheduled by Customer during a calendar year, in any event not to exceed two hundred fifty (250) days.
- (iii) "Down Days" equals the number of Base Days during which the System is down for three and one half (3.5) hours or more in the aggregate during the course of any such Base Day. For the purposes of this Agreement, the System will be considered "down" if it is inoperable to the point that it cannot be used for clinical purposes. The period of "down" time will be deemed to commence when Customer notifies MEVION that the System is inoperable, and will end once repairs are completed and the System is once again ready for clinical use. The System will not be considered down, however, during scheduled or routine maintenance, or as a result of circumstances beyond MEVION's control, including but not limited to events of Force Majeure, negligence, misuse or power or environmental failures.
  - (c) Response Time. During the Warranty Period, MEVION will have a duly trained

service engineer familiar with the System available from 7:00 a.m. to 7:00 p.m., Monday through Friday (excluding holidays). At all times during the Warranty Period and during the period of any Service Agreement described in Section 6.4(d), MEVION (i) shall ensure that a duly trained service engineer familiar with the System is able to respond by telephone to Customer within one hour of Customer's placing a telephone call to MEVION requesting service regarding the System, and (ii) shall ensure that a duly trained service engineer shall remain on-site or available by phone or videoconference until the System and its components have been repaired or any problem with the System and its components has been properly diagnosed and orders for replacement parts, if required, have been implemented for delivery.

- (d) <u>Service Agreement(s)</u>. Customer shall have the option to negotiate for a five-year service and maintenance agreement ("<u>Service Agreement</u>") to begin at the end of the Warranty Period. The price of the Service Agreement will not exceed Two Million Dollars (\$2,000,000) per year for the initial five year term, inclusive of all parts and labor. The Service Agreement shall be negotiated in good faith and mutually agreed upon by the Parties, and shall at a minimum be consistent with the terms and conditions set forth in the Warranties description of this Agreement, excepting only those which are expressly intended to be applicable only to the initial Warranty Period.
- (e) Option to Transition to a Time and Materials Service Agreement. The Parties agree to work in good faith and monitor the actual direct and indirect costs associated with the service and maintenance of the System during the initial term of the Service Agreement to determine if a time and materials contract structure would be more economically advantageous to Customer. If the Parties agree to implement a "time and materials" contract structure following the initial term of the Service Agreement, the Parties will work in mutual good faith to develop a time and materials contract model including a price list for replacement parts, routine and preventative service charges, hourly rate schedules and other related expenses.
- (f) Replacement Parts. MEVION will provide all replacement parts for the System as soon as practicable after Customer's request. All such replacement parts will be available for not less than seven (7) years following the date when MEVION ceases to sell a product containing such replacements parts.

# 6.5 <u>Disclaimer; Limitation of Liability</u>.

- (a) THE WARRANTIES IN THIS SECTION 6 ARE EXPRESSLY IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING ALL WARRANTIES OF NON-INFRINGEMENT, TITLE, MERCHANTABILITY, COURSE OF DEALING, USAGE OF TRADE, AND FITNESS FOR A PARTICULAR PURPOSE.
- (b) NEITHER MEVION NOR ANY OF MEVION'S LICENSORS OR VENDORS SHALL HAVE ANY LIABILITY WITH RESPECT TO ANY DATA INTENTIONALLY OR UNINTENTIONALLY TRANSMITTED OR MANIPULATED WITH USE OF THE OPERATING SOFTWARE. CUSTOMER IS SOLELY RESPONSIBLE FOR AND SHALL BEAR ALL RISK ASSOCIATED WITH USE OF THE OPERATING SOFTWARE TO TRANSMIT ANY DATA, INCLUDING, BUT NOT LIMITED TO, LOSS OR CORRUPTION OF DATA OR ANY LACK OF SECURITY.
- (c) EXCEPT IN THE INSTANCE OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT ON THE PART OF MEVION, ITS EMPLOYEES, AGENTS AND/OR SUBCONTRACTORS, MEVION'S TOTAL LIABILITY ARISING HEREUNDER SHALL NOT EXCEED THE AMOUNTS ACTUALLY RECEIVED BY MEVION FROM CUSTOMER UNDER THIS AGREEMENT. IN NO EVENT HOWEVER SHALL MEVION BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, PUNITIVE OR SPECIAL LOSS OR DAMAGES OF ANY KIND, SUCH AS BUT NOT LIMITED TO LOST BUSINESS REVENUE, LOST PROFITS OR COSTS OF DOWNTIME RESULTING FROM MEVION'S PRODUCTS OR SERVICES, HOWEVER CAUSED, WHETHER BASED ON CONTRACT, TORT OR ANY OTHER LEGAL THEORY, EVEN IF MEVION HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FEES PAID UNDER THIS AGREEMENT REFLECT THIS ALLOCATION OF RISK AND THE LIMITATIONS OF LIABILITY HEREIN. THE LIMITATIONS OF LIABILITY STATED HEREIN ARE INDEPENDENT OF ANY

REMEDIES AND, NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF SUCH REMEDIES, WILL REMAIN IN FULL FORCE AND EFFECT.

## 7. Indemnification; Insurance.

# 7.1 <u>Indemnification</u>.

- (a) <u>MEVION General Indemnification</u>. MEVION shall indemnify and hold harmless Customer and its directors, officers, and employees, against any and all damages, losses, costs, and expenses (including reasonable attorneys' fees) (collectively, "<u>Losses</u>") incurred in connection with any third party claims ("<u>Third Party Claims</u>") to the extent such Losses arise from or are caused by MEVION's gross negligence or willful misconduct in connection with subject matter of this Agreement.
- (b) <u>Customer Indemnification</u>. Customer shall indemnify and hold harmless MEVION and its directors, officers, and employees, against any and all Losses incurred in connection with any Third Party Claims to the extent such Losses arise from or are caused by Customer's (i) gross negligence or willful misconduct in connection with the subject matter of this Agreement, (ii) Customer's unreasonable use, abuse, misuse, neglect, lack of routine care or maintenance as described in any System Documentation, (iii) failure to use or take any proper precautions as indicated in the System Documentation, (iv) modification, alteration or re-location of the System if not previously authorized by MEVION, or (v) improper service by Customer, or repairs, installation or maintenance by personnel not authorized by MEVION.
- (c) Intellectual Property Indemnification. MEVION shall indemnify and hold harmless Customer and its directors, officers, and employees, against any and all Losses arising out of any Third Party Claim brought against Customer to the extent that such Third Party Claim is based on a claim that the use of the System or the Operating Software as contemplated hereunder constitutes an infringement on or misappropriation of any valid issued United States copyright or United States patent of such third party. MEVION will pay any judgment for damages and costs finally awarded in any such suit or proceeding against Customer to the extent that the damages arise from such infringement or misappropriation. Customer may at its own expense be represented by counsel of its own choice in any such suit or proceeding. If a notice of commencement or threatened commencement of a suit or proceeding is received by Customer, Customer shall provide MEVION with: (i) prompt written notice of each claim received; (ii) control over the defense and settlement of such claim; and (iii) full information and reasonable assistance to settle or defend any such claim. The Parties agree that if the System becomes the subject of such a claim, or in MEVION's judgment such is likely to occur, or a court of competent jurisdiction issues an injunction preventing use of the System by Customer, MEVION shall, at MEVION's option and expense, use commercially reasonable efforts to either (a) procure the right for Customer to continue using the same, (b) replace or modify the same such that it is not infringing (while remaining in compliance with the Specifications of the same), or (c) terminate this Agreement.
- (d) Control of Defense. At its option, the indemnifying Party may assume the defense of any Third Party Claim by giving written notice to the indemnified Party within thirty (30) days after the indemnifying Party's receipt of a notice of such claim by the indemnified Party (an "Indemnification Claim Notice"). The assumption of the defense of a Third Party Claim by the indemnifying Party will not be construed as an acknowledgment that the indemnifying Party is liable to indemnify the indemnified Party in respect of the Third Party Claim, nor will it constitute a waiver by the indemnifying Party of any defenses it may assert against the indemnified Party's claim for indemnification. Upon assuming the defense of a Third Party Claim, the indemnifying Party may appoint as lead counsel in the defense of the Third Party Claim any legal counsel selected by the indemnifying Party (the indemnifying Party will consult with the indemnified Party with respect to a possible conflict of interest of such counsel retained by the indemnifying Party). In the event the indemnifying Party assumes the defense of a Third Party Claim, the indemnified Party will immediately deliver to the indemnifying Party all original notices and documents (including court papers) received by the indemnified Party in connection with the Third Party Claim. Should the indemnifying Party assume the defense of a Third Party Claim, except as provided in Section 7.1(h), the indemnifying Party will not be liable to the indemnified Party for any legal costs or expenses subsequently incurred by such indemnified Party in connection with the analysis, defense or settlement of the Third Party Claim. In the

event that it is ultimately determined that the indemnifying Party is not obligated to indemnify, defend or hold harmless the indemnified Party from and against the Third Party Claim, the indemnified Party will reimburse the indemnifying Party for any and all costs and expenses (including attorneys' fees and costs of suit) and any Third Party Claims incurred by the indemnifying Party in its defense of the Third Party Claim.

- (e) Right to Participate in Defense. Without limiting Section 7.1(d), any indemnified Party will be entitled to participate in, but not control, the defense of such Third Party Claim and to employ counsel of its choice for such purpose, provided that such employment will be at the indemnified Party's own cost and expense unless (i) the employment thereof has been specifically authorized by the indemnifying Party in writing, (ii) the indemnifying Party has failed to assume the defense and employ counsel in accordance with Section 7.1(d) (in which case the indemnified Party will control the defense) or (iii) the interests of the indemnified Party and the indemnifying Party with respect to such Third Party Claim are sufficiently adverse to prohibit the representation by the same counsel of both Parties under applicable law, ethical rules or equitable principles in which case the indemnifying Party will assume one hundred percent (100%) of any such costs and expenses of counsel for the indemnified Party.
- (f) Settlement. With respect to any Third Party Claims that relate solely to the payment of money damages in connection with a Third Party Claim and that will not result in the indemnified Party's becoming subject to injunctive or other relief or otherwise adversely affecting the business of the indemnified Party in any manner, and as to which the indemnifying Party will have acknowledged in writing the obligation to indemnify the indemnified Party hereunder, the indemnifying Party will have the sole right to consent to the entry of any judgment, enter into any settlement or otherwise dispose of such Loss, on such terms as the indemnifying Party, in its sole discretion, will deem appropriate. With respect to all other Losses in connection with Third Party Claims, where the indemnifying Party has assumed the defense of the Third Party Claim in accordance with Section 7.1(d), the indemnifying Party will have authority to consent to the entry of any judgment, enter into any settlement or otherwise dispose of such Loss provided it obtains the prior written consent of the indemnified Party (which consent will not be unreasonably withheld, delayed or conditioned). The indemnifying Party will not be liable for any settlement or other disposition of a Loss by an indemnified Party that is reached without the written consent of the indemnifying Party. Regardless of whether the indemnifying Party chooses to defend or prosecute any Third Party Claim, no indemnified Party will admit any liability with respect to or settle, compromise or discharge, any Third Party Claim without the prior written consent of the indemnifying Party (such consent not to be unreasonably withheld, delayed or conditioned).
- (g) Cooperation. Regardless of whether the indemnifying Party chooses to defend or prosecute any Third Party Claim, the indemnified Party will, and will cause each other indemnified Party to, cooperate in the defense or prosecution thereof and will furnish such records, information and testimony, provide such witnesses and attend such conferences, discovery proceedings, hearings, trials and appeals as may be reasonably requested in connection therewith. Such cooperation will include access during normal business hours afforded to indemnifying Party to, and reasonable retention by the indemnified Party of, records and information that are reasonably relevant to such Third Party Claim, and making the indemnified Party's employees and agents available on a mutually convenient basis to provide additional information and explanation of any material provided hereunder, and the indemnifying Party will reimburse the indemnified Party for all its reasonable out-of-pocket costs and expenses in connection therewith.
- (h) Costs and Expenses. Except as provided above in this Section 7.1, the costs and expenses, including attorneys' fees and expenses, incurred by the indemnified Party in connection with any claim will be reimbursed on a calendar quarter basis by the indemnifying Party, without prejudice to the indemnifying Party's right to contest the indemnified Party's right to indemnification and subject to refund in the event the indemnifying Party is ultimately held not to be obligated to indemnify the indemnified Party.
  - 7.2 <u>Insurance Policy Coverages and Limits</u>. The following shall apply and each Party, at its own expense, shall maintain:
    - (a) Worker's compensation and employer's liability insurance:

- Worker's compensation statutory
- Employers' liability each employee \$500,000 Bodily injury by accident each employee \$500,000 Bodily injury by disease policy limit \$500,000 Bodily injury by disease
- (b) Commercial general liability insurance on an occurrence form per location, with minimum limits of liability of:
  - \$5,000,000 each occurrence for bodily injury and property damage
  - \$5,000,000 each occurrence personal injury and advertising injury
  - \$5,000,000 products and completed operations coverage
  - \$1,000,000 fire legal liability

# (c) In addition, the following insurance requirement must be met by MEVION:

- Customer shall be named as additional insured on the General Liability policy.
- A certificate evidencing such insurance shall be issued to Customer prior to the effective date of the Agreement.
- All insurance policies required shall be issued by companies with a current financial strength and size category rating of not less than an A (X) as assigned by A.M. Best's insurance ratings.

# 8. Representations and Warranties. Each Party represents and warrants that:

- 8.1 It is a corporation, trust or other duly organized entity, validly existing and in good standing under the laws of state or jurisdiction in which it is incorporated or established, and it has full right and authority to enter into this Agreement.
- 8.2 This Agreement has been duly authorized by all requisite entity action, and when executed and delivered will become a valid and binding contract of it enforceable against it in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium and other law affecting creditors' rights generally from time to time if effect, and to general principles of equity.
- 8.3 The execution, delivery and performance of this Agreement (i) has been duly authorized, and that upon execution this Agreement shall be a legal, valid, and binding obligation of it, enforceable in accordance with the terms hereof and (ii) does not conflict with any other agreement, contract, instrument or understanding, oral or written, to which it is a party, or by which it is bound.

### 9. Intellectual Property.

9.1 Proprietary Rights. Customer hereby agrees that all Proprietary Rights shall be owned by and remain at all times with MEVION or its licensors. "Proprietary Rights" includes all patent rights, patent applications, copyrights, trademarks, service marks, trade secrets, goodwill, and any other confidential or proprietary information related to the System, the Operating Software, the System Documentation or the Software Documentation. Customer shall not reverse engineer, decompose or disassemble the Operating Software and shall leave intact all proprietary notices on the System, the Operating Software, the System Documentation and the Software Documentation. As between the Parties, all upgrades, redesigns and improvements to the System or the Operating Software ("Improvements"), and all Proprietary Rights relating thereto, shall be owned by and remain at all times with MEVION or its licensors, and to the extent that Customer obtains any right, title or interest in or to such Improvements, Customer hereby assigns and shall promptly assign to MEVION all of such right, title or interest. As between the Parties, MEVION shall have the

sole right to prepare, file applications on and registrations for, prosecute, obtain, maintain, defend and enforce all Proprietary Rights relating to the System, Operating Software or the Improvements in such manner as Client deems appropriate in its sole discretion.

9.2 Operating Software. Subject to the terms and conditions of this Agreement, MEVION hereby grants Customer a limited, non-transferable, non-sublicensable, non-assignable, non-exclusive license to use the Operating Software solely in its executable code version to operate the System, together with the Software Documentation, but only in accordance with the terms set forth in this Agreement. Customer shall have no right to access any source code or design documentation relating to the Operating Software. Customer shall not (and shall not allow any other third party to) (i) decompile, disassemble, or otherwise reverse engineer the Operating Software, (ii) remove any product identification, copyright or other notices, (iii) allow others to use the Operating Software to or for the benefit of third parties, or (iv) incorporate into or with other software or create a derivative work of any part of the Operating Software.

## 10. Confidentiality; Other Publicity.

- Obligations. Each Party agrees that it will not, without the prior written consent of the other Party: (i) use any Confidential Information (as defined below) for any purpose except in the performance of its obligations or exercise of its rights under this Agreement or as otherwise expressly permitted hereunder; (ii) disclose any Confidential Information except to (a) employees and subcontractors on a need-to-know basis, notifying its employees and subcontractors of the confidential nature of the Confidential Information, and requiring written nondisclosure agreements from each employee and subcontractor protecting the disclosing Party's Confidential Information as required herein and (b) legal and professional advisors and existing and potential investors or acquirers and their legal and professional advisors, each of which is bound by a written agreement or ethical obligations requiring such advisors and investors or acquirers to treat, hold and maintain such Confidential Information in accordance with the terms and conditions of this Agreement. Each Party further agrees to protect such Confidential Information from unauthorized use, access or disclosure in the same manner that it protects its own similar Confidential Information, but not less than a reasonable degree of care.
- 10.2 "Confidential Information" means the terms and conditions of this Agreement (including any pricing terms) and any information or data, regardless of whether it is in tangible form, disclosed by either Party (the "disclosing Party") to the other Party (the "receiving Party"), including such disclosing Party's business plans, strategies, technology, research and development, current and prospective customers, billing records, and products (including, in the case of MEVION, the System, System Documentation, Specifications, Operating Software and Software Documentation). Notwithstanding the foregoing, information will not be deemed Confidential Information hereunder if such information: (i) is known to the receiving Party prior to receipt from the disclosing Party as evidenced by the receiving Party's contemporaneous written records; (ii) becomes known (independently of disclosure by the disclosing Party) to the receiving Party directly or indirectly from a source other than one having an obligation of confidentiality to the disclosing Party; or (iii) becomes generally publicly known, except through a breach of this Agreement by the receiving Party. In addition, either Party may disclose the other Party's Confidential Information to the extent required by applicable law or regulation, including without limitation, any applicable compulsory request, provided the disclosing Party provide prompt advance notice of any such request and afford the other Party a reasonable opportunity to seek a protective order or move to quash such a release.
- and state laws and regulations governing the privacy and security of health information received hereunder with respect to patients of Customer who are treated with the System, including without limitation the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the regulations promulgated thereunder and shall remain in compliance with these laws and regulations as they may be amended from time to time. MEVION represents and warrants that its employees performing Services under this Agreement have received appropriate HIPAA training. The Parties agree to execute and abide by the terms of the Business Associate Addendum attached hereto as Exhibit 3.
- 10.5 <u>Confidentiality: Obligations Relating to Breaches of Confidential Information.</u>

  Notwithstanding any other obligations under any applicable laws, including breach notification obligations

under HIPAA, any applicable state laws, or this Agreement, and without limiting either Party's rights with respect of a breach of this Section, each Party will:

- a) Promptly notify the other Party of any unauthorized possession, loss, use or knowledge, or attempt thereof, of the other Party's Confidential Information by any person or entity that may become known to such Party;
- b) Promptly furnish to the other Party full details of the unauthorized possession, loss, use or knowledge, or attempt thereof, and assist the other Party in investigating or preventing the recurrence of any unauthorized possession, use or knowledge, or attempt thereof, of Confidential Information;
- c) Cooperate with the other Party in any litigation, investigation and with any third parties deemed necessary by the other Party to protect its interests to the extent such litigation or investigation relates to the Services;
- d) Promptly use its best efforts to prevent a recurrence of any such unauthorized possession, loss, use or knowledge, or attempt thereof, of Confidential Information; and
- e) Notwithstanding anything herein to the contrary, to the extent the unauthorized act involves an actual or likely breach related to personal data of a customer of Customer, in addition to its obligations under this Section in respect of such breach, MEVION shall reasonably cooperate with MedStar in respect of any required notifications to any regulatory or law enforcement agency or customer of Customer.
- f) Each Party will bear the cost it incurs as a result of compliance with this Section.

a)

10.6 <u>Publicity</u>. Either Party may use, in advertising or publicity, the name of the other Party, so long as such Party obtains the other Party's prior, written approval for each instance of use. The Parties shall work together, in good faith, to develop a plan for the initial dissemination of public information regarding Customer's acquisition of the System.

# 11. Term and Termination.

- 11.6 <u>Term.</u> The term of this Agreement (the "<u>Term</u>") shall commence on the Effective Date, and will be effective until terminated.
- 11.7 <u>Termination</u>. This Agreement may be terminated by either Party upon written notice to the other Party in the event that the other Party is in material breach of this Agreement, if such breaching Party has not commenced taking steps to cure such within one hundred twenty (120) days after receipt of such notice.
- 11.8 Termination Due to System Decommissioning. In the event the System is permanently decommissioned or otherwise permanently taken out of service for any reason during the term of any Service Agreement, such Service Agreement may be terminated. Customer's obligations shall be to make payment for all contractually agreed upon services and non-cancellable costs through the Effective Date of such termination.
- 11.9 Effect of Termination. Upon any termination of this Agreement for any reason (i) any obligations which have accrued as of the effective date of such termination shall survive, (ii) any payments made by Customer hereunder shall be neither refundable nor creditable for any reason, provided that this clause (ii) is not intended to limit Customer's ability to seek damages (other than amounts paid) in the event MEVION materially breaches its obligations under this Agreement, (iii) Customer shall coordinate with MEVION to have the System returned to MEVION, the cost of which shall be borne by MEVION if Customer terminates this Agreement for cause, by Customer if MEVION terminates this Agreement for cause, or equally by both Parties if this Agreement is terminated by mutual agreement of the Parties, and Customer shall cease all use of the Operating Software and return or destroy all copies of the Operating Software and all portions thereof, and (iv) the provisions contained in the following sections shall survive: Sections 1, 3.3, 3.4, 3.7, 6.5, 7.1(a), 7.1(b), 9, 10, 11.8, 11.9 and 12.
- 11.10 <u>Continuity of Services</u>. MEVION acknowledges that the timely and complete performance of its obligations pursuant to this Agreement is critical to the business and operations of Customer. Accordingly, in the event of a dispute between MEVION and Customer, other than the willful withholding of a nondisputed

payment of Milestone Payments as described in Section 3.5 above, each Party will continue to perform its obligations under this Agreement in good faith during the resolution of such dispute unless and until this Agreement is terminated in accordance with its terms.

11.11 <u>Disaster Recovery and Business Continuity</u>. MEVION will implement and maintain adequate disaster recovery plans and business continuity plans generally with respect to its ability to deliver Services to Customer. In the event of a Force Majeure event, Health Event, disaster, or other unanticipated interruption in Services, MEVION will reinstate the Services within a commercially reasonable and expeditious manner in relationship to the magnitude and severity of the Event, after the occurrence of a disaster or unanticipated interruption in Services. If the Services are not reinstated within the applicable time periods, Customer may immediately terminate this Agreement or any applicable Exhibits or License as of a date specified by Customer in a termination notice to Customer, without regard to "Termination" section of this Agreement. In the event of a disaster or other unanticipated interruption in MEVION's ability to deliver Services, the MEVION will not increase its fees under this Agreement or charge Customer usage fees in addition to such fees.

### 12. Miscellaneous.

- 12.6 <u>Assignment.</u> Neither Party may sell, assign, delegate, or otherwise transfer this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld, except that either Party (the "<u>Assigning Party</u>") may assign this Agreement as a whole without the written consent of other Party (the "<u>Non-Assigning Party</u>") to an affiliate or in connection with the acquisition (whether by merger, consolidation, sale or otherwise) of the Assigning Party or of that part of such Assigning Party's business to which this Agreement relates, provided that such corporation or other business entity shall expressly assume all of the Assigning Party's obligations under this Agreement by a writing delivered to the Non-Assigning Party. Subject to this provision, this Agreement shall be binding upon and inure to the benefit of the Parties, their successors and assigns.
- 12.7 <u>Notice</u>. Any notice required or permitted under this Agreement will be sufficient if in writing and personally delivered or sent by reputable courier or facsimile to the name and address specified below. Notices shall be deemed delivered on personal delivery or when received. Either Party may change its address or addressee by giving notice. Neither Party will be allowed to refuse to accept delivery of any notice hereunder.

# If notice to Customer:

MedStar Georgetown University Hospital 3800 Reservoir Road NW Washington, DC 20007 Attention: Linda F. Winger, MSc, FACHE Title: Vice President, MedStar Health Oncology Services

### With a copy that shall not constitute Notice to:

MedStar Health, Inc. Legal Department 5565 Sterrett Place, 5<sup>th</sup> Floor Columbia, MD 21044 Attn: General Counsel With a copy to:

# If notice to MEVION:

Mevion Medical Systems, Inc. 300 Foster Street Littleton, MA 01460 Facsimile: (978) 486-1033 Attn.: Marc Buntaine, President

With a copy to:

Goodwin Procter LLP 53 State Street Boston, MA 02109 Facsimile: (617) 523-1231

Attn.: Mitchell S. Bloom

- 12.8 <u>Waiver of Breach</u>. No failure or delay of either Party to this Agreement to enforce at any time any of the provisions of this Agreement, or to exercise any option which is herein provided, or to require at any time performance of any of the provisions hereof, shall in any way (i) be construed to be a waiver of such provision of this Agreement, (ii) excuse the other Party's failure to perform, or (iii) affect any right to enforce the provision at a later time. The waiver by either Party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be a waiver of any subsequent breach of the same or other provision hereof. No failure to delay by either Party in exercising any right, power or remedy with respect to any of its rights hereunder shall operate as a waiver thereof.
- 12.9 <u>Severability</u>. If any provision hereof is held to be unenforceable, the unenforceability will not affect the remainder of the Agreement, which shall remain in effect and enforceable.
- 12.10 Benefit of Agreement. This Agreement shall inure to the benefit of, and shall be binding upon, the Parties hereto and their successors and permitted assigns.
- 12.11 <u>Incorporation of Documents</u>. All Exhibits to this Agreement are incorporated herein by reference as if fully set forth. To the extent there is a direct conflict between the terms of the body of this Agreement and the terms of an Exhibit or any purchase order, the terms of the body of this Agreement shall control. Any terms contained in any proposal, bid or other document, including Customer's purchase order, that exclude or conflict with the terms of the body of this Agreement, shall be of no force or effect.
- 12.12 Dispute Resolution. In the event of a controversy, dispute or question arising out of or in connection with this Agreement, or the interpretation, performance or non-performance of this Agreement or any breach hereof, the Parties agree that appropriate MEVION and Customer officers shall meet at a mutually agreeable time within ten (10) calendar days after such controversy, dispute or question is identified in order to attempt to resolve such controversy, dispute or question. Any controversy, dispute or question arising out of or in connection with this Agreement, or the interpretation, performance or non-performance of this Agreement or any breach hereof, if not resolved to the satisfaction of both Parties in accordance with the preceding sentence within thirty (30) calendar days of the date upon which both Parties became aware of such controversy, dispute or question, may be submitted by either Party for resolution by arbitration pursuant to the then existing commercial arbitration rules of the American Arbitration Association, in accordance with the following procedures: The arbitration tribunal shall consist of three (3) arbitrators. Each Party shall nominate in the request for arbitration and the answer thereto one arbitrator and the arbitrators so named shall then jointly appoint the third arbitrator to act as chairman of the arbitration tribunal. Any decision or award of such arbitration shall be final, conclusive and binding on the Parties hereto. Nothing contained in this Agreement shall in any way deprive either Party of its right to obtain injunctions or other equitable relief from a court of competent jurisdiction, including preliminary relief, pending arbitration. Any award rendered by an arbitrator shall be enforceable in any court of competent jurisdiction.
- 12.13 <u>Remedies</u>. Except as otherwise provided for herein, no remedy conferred by any of the specific provisions of the Agreement is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder, now or hereafter existing at law, in equity, by statute or otherwise. The election of any one or more remedies by either Party shall not constitute a waiver of the right to pursue other available remedies.
  - 12.14 Relationship of Parties. Both Parties, in the performance of this Agreement, will be acting in

separate capacities and not as employees, partners, joint venturers, joint developers, associates, or agents of one another. Each Party acknowledges that it does not have the authority to act for or in the name of the other Party or to commit the other Party in any manner whatsoever. The employees or agents of one Party shall not be deemed or construed to be the employees or agents of the other Party for any purpose.

- 12.15 Entire Agreement. This Agreement, including its Exhibits, contains the full and entire agreement between the Parties regarding the subject matter hereof, and expressly supersedes all prior oral and written communications regarding that subject. No modifications or amendments to this Agreement, including the Exhibits hereto and all other documents incorporated herein, shall be valid unless made in writing and signed by duly authorized representatives of both Parties.
- 12.16 Governing Law. In the event of a dispute arising under this Agreement, the Parties expressly agree this Agreement shall be deemed to have been made and shall be construed and all of the rights, powers and liabilities of the parties hereunder shall be determined in accordance with the laws of the State of Maryland.
- 12.17 Force Majeure. Neither Party shall be liable for any delay in delivery or other failure to perform hereunder which is due to unforeseen circumstances, or to causes beyond its reasonable control, including, without limitation, acts of God, fire, flood, and storms, wars, acts of terrorism, sabotage, strike, government actions, lock out, labor disputes, riots, civil commotions, malicious damages, compliances with a law or governmental order, rules, regulations or directions, accidents, breakdown of plant or machinery, difficulties or increased costs in obtaining workers, raw materials or transport and any other similar occurrence beyond the non-performing Party's control. Any Party asserting its inability to perform any obligation hereunder for any such contingency shall promptly notify the other Party of the existence of any such contingency, and shall use its reasonably diligent efforts to re-commence its performance of such obligation as soon as commercially practicable.
- 12.18 Compliance with Laws. Each Party agrees that it will, and will ensure that its employees, agents, representatives and permitted MEVIONs will comply with all applicable laws in its/their performance of obligations under this Agreement. MEVION will ensure that its employees, agents, representatives and permitted MEVIONs will comply with all applicable Customer policies or procedures provided that MEVION has been made aware of such policies and procedures and they are provided in writing to the MEVION upon request.
- 12.19 Records Retention. For the duration of this Agreement and at least as long as may otherwise be required by law, MEVION will retain all records and supporting documentation sufficient to document the Services and the fees paid or payable by Customer under this Agreement.
- application of Section 1861(v)(1)(1) of the Social Security Act to this Agreement: if that Section should not be found applicable to this Agreement then this Section shall be deemed not to be part of this Agreement and shall be null and void. Until the expiration of four (4) years after the furnishing of services pursuant to this Agreement, MEVION shall make available upon written request of the Secretary of the Department of Health and Human Services (the "Secretary") or the United States Comptroller General or any of their duly authorized representatives, this Agreement, and any books, documents and records of MEVION that are necessary to certify the nature and extent of costs incurred by Customer under this Agreement, and If MEVION carries out any of the duties of this Agreement with a value of Ten Thousand Dollars (\$10,000.00) or more over a twelve (12) month period through a subcontract with a related organization or person, such subcontract must be approved by Customer and must contain a clause similar to that set forth above.
- 12.21 <u>Fraud and Abuse</u>. It is understood and agreed that between the parties that no patient referrals are expected, bargained for or required under this Agreement and no remuneration of any kind will be made for patient referrals.
- 12.22 <u>Compliance Reporting Requirement</u>. If during the course of this engagement, Customer or its agents or employees become aware of any information which could indicate that a relationship, bill, or a billing procedure could violate laws relating to billing (including fraud and abuse, patient referrals, or other inappropriate billing practice), Customer shall promptly, but in not less than thirty (30) days of learning of such

information, notify the Corporate Compliance Officer of Customer by telephone at (877) 811-3411 and in writing to: Corporate Compliance Officer, Customer Health, Inc., 5565 Sterrett Place, 5<sup>th</sup> Floor, Columbia, MD 21044. The purpose of this provision is to permit Customer an opportunity to assess the information provided to it and to promptly take appropriate corrective action and to mitigate any potential damages. Nothing in this Section shall be interpreted to prevent MEVION from instituting legal action against Customer to enforce Customer's obligations to MEVION under this Agreement.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, Customer and MEVION each has caused this Agreement to be executed by its duly authorized representative.

MEVION MEDICAL SYSTEMS, INC.	MEDSTAR GEORGETOWN UNIVERSITY HOSPITAL
Name: JOSEPH V. JACHINOWSKI	By:
Title: CEO	Name: Richard Goldberg, MD  Title: President

### **EXHIBIT 1**

### SYSTEM COMPONENTS DESCRIPTION

# 1. SYSTEM DESCRIPTION

# MEVION S250 Proton Beam Radiation Therapy PBRT System

- 1.1. Accelerator Module
- 1.2. Accelerator gantry to precisely position the Accelerator Module
- 1.3. Clinical beam line on in-room high precision gantry (the "Gantry")
- 1.4. Large field proton applicator with transfer cart
- 1.5. Small field proton applicator with transfer cart
- 1.6. Robotic Couch for high-precision patient positioning with 6 degrees of motion
- 1.7. Treatment console system
- 1.8. Interface to Oncology Information System (ARIA or MOSAIQ) providing:
  - 1.8.1. Patient treatment data transfer and verification
  - 1.8.2. Patient treatment data recording
- 1.9. Two (2) Hand pendant controls
- 1.10. Two (2) in room display console
- 1.11. 2D Radiographic patient alignment system
- 1.12. 3D Radiographic imaging system
- 1.13. In room patient alignment console
- 1.14. Two (2) sets of product manuals
- 1.15. On site training for use of System for up to 6 users
- 1.16. Training for three (3) biomedical technicians for first response

### **EXHIBIT 2**

### **SPECIFICATIONS**

Subject to any amendments required as a result of FDA review of the System, or otherwise agreed to by the Parties, the System shall conform in all material respects to the following specifications (excluding minor deviations from the specifications that do not interfere with the use of or adversely affect performance of the System):

- 1) Safety Systems shall be tested by Customer's designated personnel and found to be operational.
- 2) Radiation leakage measurements have shown that the radiation leakage dose equivalent (Q for neutrons = 10) from the cyclotron and nozzle is less that 0.1% of the central-axis dose rate at the center of a field designed to create a 10 x 10 cm<sup>3</sup> irradiated field with the distal beam edge at the maximum range. The test will be conducted by using a field shaping aperture and stopping the beam in a water tank. The measurement point will be 1 m off-axis.
- 3) The proton beam treatment can be delivered at a dose rate of 200 cGy min<sup>-1</sup> into a 20 x 20 cm field, with a range of 25 cm, modulated to 15 cm.
- 4) The minimum proton beam range is 5 cm
- 5) The proton beam has a maximum field size of 10 x 10 cm at range of at least 32 cm and a maximum field size of 20 x 20 cm at range of at least 25 cm at the distal 90% dose level of the SOBP.
- 6) Maximum modulation of the 20cm x 20cm field will be 20cm. Maximum modulation of the 10cm x 10cm field will be 10cm. Modulation is defined as 90% proximal and distal points.
- 7) The range will be adjustable in 0.1 cm steps between the minimum and maximum range specifications.
- 8) The modulation will be adjustable in 0.2 cm steps.
- 9) The beam flatness is better than ±3% throughout 80% of the field area demonstrated using a cross plane or in-plane lateral (profile) scan on a 20 x 20 cm field.
- 10) The beam symmetry is better than ±3% throughout 80% of the field area demonstrated using a cross plane or in plane lateral (profile) scan on a 20 x 20 cm field.
- 11) The SOBP flatness is better than  $\pm 3\%$  throughout 80% of a 20 cm modulation depth, demonstrated using a 20 x 20 cm field with a range of 25 cm.
- 12) The gantry rotates at a rate of at least 180 degree per minute.
- 13) The couch rotates at a rate of at least 180 degree per minute
- 14) The couch will be able to support a 400 pound patient
- 15) Proton beam isocentricity is better than 1 mm demonstrated with a "Star Film" in which all beams cross within a circle of 1 mm radius.
- 16) The treatment couch has pitch and roll capabilities with angle and positioning readouts with a resolution of 0.5 degrees and 0.5 mm, respectively.
- 17) All otherwise unspecified angle readout resolution specifications: 0.5 degrees
- 18) All otherwise unspecified spatial readout resolution specifications: 1 mm.

### **EXHIBIT 3**

## BUSINESS ASSCOCIATE AGREEMENT

This Business Associate Agreement (this "Agreement") is entered into as of July 2, 2012 (the "Effective Date"), by and between Medstar Georgetown University Hospital ("Customer") ("Covered Entity") and Mevion Medical Systems, Inc. ("Business Associate").

### RECITALS

- A. Business Associate provides certain services ("Services") to Covered Entity pursuant to that certain System Build Agreement (dated 1417, 22012) (the "Underlying Agreement").
- B. Covered Entity is a "covered entity" as that term is defined under the Health Insurance Portability and Accountability Act of 1996 (as amended, and including 45 C.F.R. Part 160 and Part 164 and any other regulations promulgated thereunder, all as of the effective date of this Agreement, "HIPAA").
- C. In connection with Business Associate providing Services to Covered Entity, Covered Entity from time to time may disclose to Business Associate certain Protected Health Information (as defined below) of patients, residents, or customers of Covered Entity that is protected under HIPAA and Subtitle D of Title XIII of Division A of the American Recovery and Reinvestment Act of 2009 (as amended, and including all regulations promulgated thereunder, all as of the effective date of this Agreement, "HITECH").
- D. Business Associate, to the extent that it receives Protected Health Information from or on behalf of Covered Entity, is a "Business Associate" of Covered Entity as that term is defined under HIPAA and HITECH.
- E. In order to ensure that Covered Entity, and, to the extent applicable, Business Associate, are in compliance with their respective obligations under HIPAA and HITECH, the parties have agreed to enter into this Agreement.

### **AGREEMENT**

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth in this Agreement, the parties agree as follows:

- 1. <u>Definitions</u>. Unless otherwise defined in this Agreement, capitalized terms shall have the same meanings as set forth in HIPAA or HITECH, as applicable.
- (a) <u>Breach.</u> For purposes of Sections 3(g) and 3(k) of this Agreement only, "Breach" shall have the meaning set forth in § 164.402 (including all of its subsections) of HIPAA; with respect to all other uses of the word "breach" in this Agreement (e.g., Section 5), the word "breach" shall have its ordinary contract meaning.
- (b) <u>Individual.</u> "Individual" shall have the same meaning as the term "individual" in § 160.103 of HIPAA and shall include a person who qualifies as a personal representative in accordance with § 164.502(g) of HIPAA.
- (c) <u>Protected Health Information.</u> "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, limited to the information received from, or created or received by Business Associate from or on behalf of, Covered Entity.
- (d) Required By Law. "Required By Law" shall have the same meaning as the term "required by law" in § 164.103 of HIPAA.

(e) <u>Secretary</u>. "Secretary" means the Secretary of the Department of Health and Human Services or his/her designee.

# 2. Scope of Use and Disclosure of Protected Health Information.

- (a) Except as otherwise expressly limited in this Agreement or the Underlying Agreement, Business Associate may Use or Disclose Protected Health Information to perform all functions, activities or services for, or on behalf of, Covered Entity in connection with the Underlying Agreement, provided that such Use or Disclosure would not violate HIPAA (including the minimum necessary standard set forth in § 164.502(b) of HIPAA) if done by Covered Entity.
- (b) Except as otherwise expressly limited in this Agreement or the Underlying Agreement, Business Associate may Disclose Protected Health Information for the proper management and administration of Business Associate or to carry out the legal responsibilities of Associate if (1) the Disclosure is Required By Law, or (2) Business Associate obtains reasonable assurances from the person to whom the information is Disclosed that it will remain confidential and be Used or further Disclosed only as Required By Law or for the purpose for which it was Disclosed to such person, and the person agrees to notify Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- (c) If requested by Covered Entity in writing, Business Associate may Use Protected Health Information to provide Data Aggregation services to Covered Entity as permitted by § 164.504(e)(2)(i)(B) of HIPAA.
- (d) Business Associate may Use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with § 164.502(j)(1) of HIPAA.

# 3. Obligations of Business Associate with Respect to Protected Health Information.

- (a) Business Associate shall Use and Disclose Protected Health Information only as permitted or required by this Agreement or as Required By Law.
- (b) Business Associate shall use appropriate safeguards to prevent Use or Disclosure of the Protected Health Information other than as provided for by this Agreement.
- (c) Business Associate shall implement administrative, physical and technical safeguards to reasonably and appropriately protect the confidentiality, integrity, and availability of any electronic Protected Health Information that it creates, receives, maintains or transmits to or on behalf of Covered Entity as required by HIPAA, including compliance with the standards set forth in §§ 164.308, 164.310, 164.312 and 164.316 of HIPAA.
- (d) Business Associate agrees to provide access, at the request of Covered Entity, to Protected Health Information in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 C.F.R. § 164.524.
- (e) Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526 at the request of Covered Entity or an Individual.
- (f) Business Associate shall mitigate, to the extent reasonably practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.

- (g) Business Associate shall report to Covered Entity: (1) any Security Incident respecting electronic Protected Health Information within ten (10) business days after Business Associate becomes aware of such Security Incident; and (2) any event not subject to reporting under the preceding Section 3(g)(1) of which Business Associate becomes aware that is not permitted or required by this Agreement (except that notifications pertaining to Breaches of Unsecured Protected Health Information shall be made as stated in Section 3(k) below).
- (h) Business Associate shall enter into a written agreement with any agent or subcontractor to whom it provides Protected Health Information, which agreement shall include and require that such agent or subcontractor to comply with the same restrictions and conditions that apply under this Agreement to Business Associate with respect to such Protected Health Information. If Business Associate becomes aware of a pattern or practice of activity of an agent or subcontractor that would constitute a material breach or violation of the written agreement between Business Associate and such agent or subcontractor, Business Associate shall take reasonable steps to cure such breach or terminate such written agreement with such agent or subcontractor.
- (i) Business Associate shall make its internal practices, books, and records relating to the Use and Disclosure of Protected Health Information available to the Secretary in a time and manner designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with HIPAA.

## (i) Accounting of Disclosures.

- (1) Business Associate shall document Disclosures by Business Associate of Protected Health Information and information related to such Disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of Disclosures of Protected Health Information in accordance with § 164.528 of HIPAA.
- (2) Business Associate shall provide to Covered Entity or an Individual, within five (5) business days of a request by Covered Entity, information collected in accordance with Section 3(j)(1) of this Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of Disclosures of Protected Health Information in accordance with § 164.528 of HIPAA.

# (k) Notifications Regarding Breaches of Unsecured Protected Health Information.

- (1) Following Business Associate's discovery (as described in § 164.410(a)(2) of HIPAA) of a Breach of Unsecured Protected Health Information, Business Associate shall notify Covered Entity of such Breach in accordance with §§ 164.410 and 164.412 of HIPAA.
- (2) Business Associate shall establish reasonable systems to detect Breaches of Unsecured Protected Health Information and to provide appropriate training to its workforce regarding Business Associate's policies and procedures pertaining to Use and Disclosure of Protected Health Information and the detection and reporting of Breaches of Unsecured Protected Health Information.
- (l) For purposes of paragraph (1) of § 13405(b) of HITECH, in the case of the Disclosure of Protected Health Information, the party (Covered Entity or Business Associate) Disclosing such information shall determine what constitutes the minimum necessary to accomplish the intended purpose of such Disclosure.

# 4. Obligations of Covered Entity.

- (a) Covered Entity represents and warrants to Business Associate that it: (1) has included, and will include, in Covered Entity's Notice of Privacy Practices that Covered Entity may disclose Protected Health Information for health care operations purposes; and (2) has obtained, and will obtain, from Individuals, consents, authorizations and other permissions necessary or required by all applicable laws applicable to Covered Entity for Business Associate and Covered Entity to fulfill their obligations under the Underlying Agreement and this Agreement.
- (b) Covered Entity shall promptly notify Business Associate in writing of any restrictions on the Use and Disclosure of Protected Health Information about Individuals that Covered Entity has agreed to that could reasonably be expected to affect Business Associate's ability to perform its obligations under the Underlying Agreement or this Agreement.
- (c) Covered Entity shall promptly notify Business Associate in writing of any changes in, or revocation of, permission by an Individual to Use or Disclose Protected Health Information, if such changes or revocation could reasonably be expected to affect Business Associate's ability to perform its obligations under the Underlying Agreement or this Agreement.

# 5. Term and Termination

- (a) <u>Term.</u> This Agreement shall become effective as of the Effective Date and terminate upon the earlier of (1) termination of all the Underlying Agreement or (2) termination of this Agreement.
- (b) <u>Termination</u>. In the event of either party's material breach of this Agreement, the non-breaching party may terminate this Agreement upon ten (10) days prior written notice to the breaching party in the event the breaching party does not cure such breach to the reasonable satisfaction of the non-breaching party within such ten (10) day period. In the event that cure of a breach under this Section 5(b) is not reasonably possible, the non-breaching party may immediately terminate this Agreement; or if neither termination nor cure is feasible, the non-breaching party may report the violation to the Secretary.
- (c) <u>Effect of Termination</u>. Upon termination of this Agreement, Business Associate shall return or destroy all Protected Health Information received from or on behalf of Covered Entity then maintained by Business Associate, and shall retain no copies of such Protected Health Information; provided that if such return or destruction is not feasible, Business Associate shall extend the protections of this Agreement to the Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction of the information infeasible, for so long as Business Associate maintains such Protected Health Information.

#### 6. Miscellaneous.

(a) Changes to Laws. If HIPAA and/or HITECH are amended (including, without limitation, by way of anticipated regulations yet to be promulgated as provided in HITECH), or if new laws and/or regulations affecting the terms required to be included in business associate agreements between covered entities and business associates are promulgated, and either party determines that modifications to the terms of this Agreement are required as a result, then promptly following a party's request, the parties shall engage in good faith negotiations in an effort to arrive at mutually acceptable changes to the terms set forth in this Agreement that address such amended or new law and/or regulation. If the parties are unable to agree on such modifications following a reasonable period of such good faith negotiations, which shall in no case extend beyond the effective date of such amended or new law and/or regulations, then any party that would become noncompliant in the absence of such modifications shall have the right to terminate this Agreement, and the provisions of Section 5(c) shall then apply.

(b) <u>Notices</u>. Any notice required or permitted under this Agreement shall be given in

writing:

to Covered Entity at:

MedStar Georgetown University Hospital 3800 Reservoir Road NW Washington, DC 20007 Attention: Linda F. Winger, MSc, FACHE

Title: Vice President, MedStar Health Oncology S

## With a copy that shall not constitute Notice to:

MedStar Health, Inc. Legal Department 5565 Sterrett Place, 5<sup>th</sup> Floor Columbia, MD 21044 Attn: General Counsel With a copy to:

#### to Business Associate at:

Mevion Medical Systems, Inc. 300 Foster Street Littleton, MA 01460 Facsimile: (978) 486-1033 Attn.: Marc Buntaine, President

With a copy to:

Goodwin Procter LLP 53 State Street Boston, MA 02109 Facsimile: (617) 523-1231 Attn.: Mitchell S. Bloom

Notices will be deemed to have been received upon actual receipt, one (1) business day after being sent by overnight courier service or facsimile, or three (3) business days after mailing by first-class mail, whichever occurs first.

- (c) <u>Governing Law</u>. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Maryland.
- (d) <u>Survival</u>. The obligations of Business Associate under Section 3(j), Section 3(k) and Section 5 of this Agreement shall survive any termination of this Agreement.

- Amendments. This Agreement may not be modified in any respect other than by a written instrument signed by both parties.
- Assignment. This Agreement is not assignable by either party without the other party's (f) written consent.
- Interpretation. Any ambiguity in this Agreement shall be resolved to permit compliance by the parties with HIPAA and HITECH.

No Third Party Beneficiary. Nothing in this Agreement is intended, nor shall be deemed, to confer any benefits on any third party. IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

By:

Name:

Title:

By:

Name:

Title:

# Exhibit 4

# Relationship Managers

MedStar Georgetown University Hospital: Linda Winger, VP, MedStar Health Oncology Services and/or her designee(s)

MEVION: To be determined

# Exhibit 8





# PERSPECTIVE RENDERING-ENTRANCE

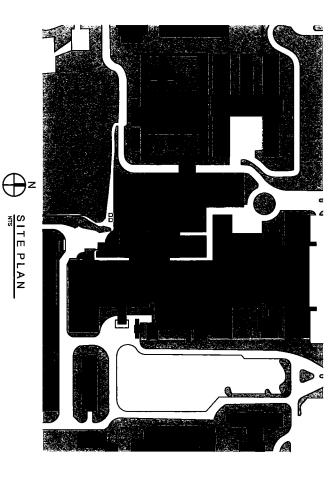
MEDSTAR GEORGETOWN UNIVERSITY HOSPITAL
Proposed Proton Therapy Addition
Lombardi Cancer Center
Westington, DC





LOMBARDI CANCER CENTER-FRONT ELEVATION

145040 EL-



PERSPECTIVE RENDERING-ENTRANCE

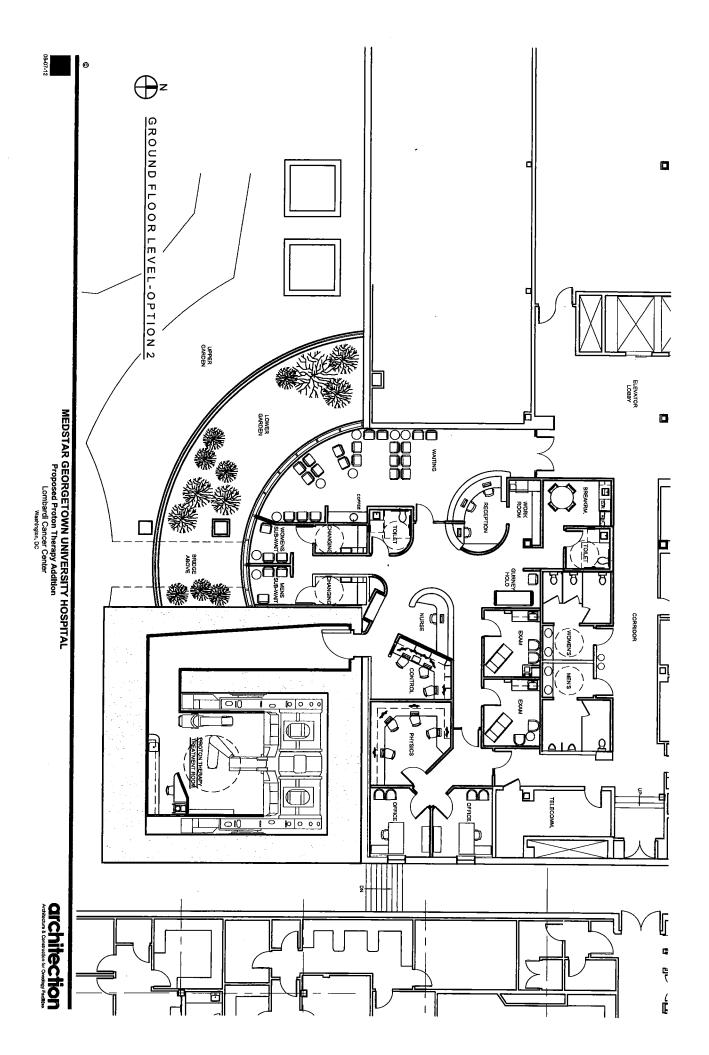




architection
Architecture & Construction for Oncology Facilities

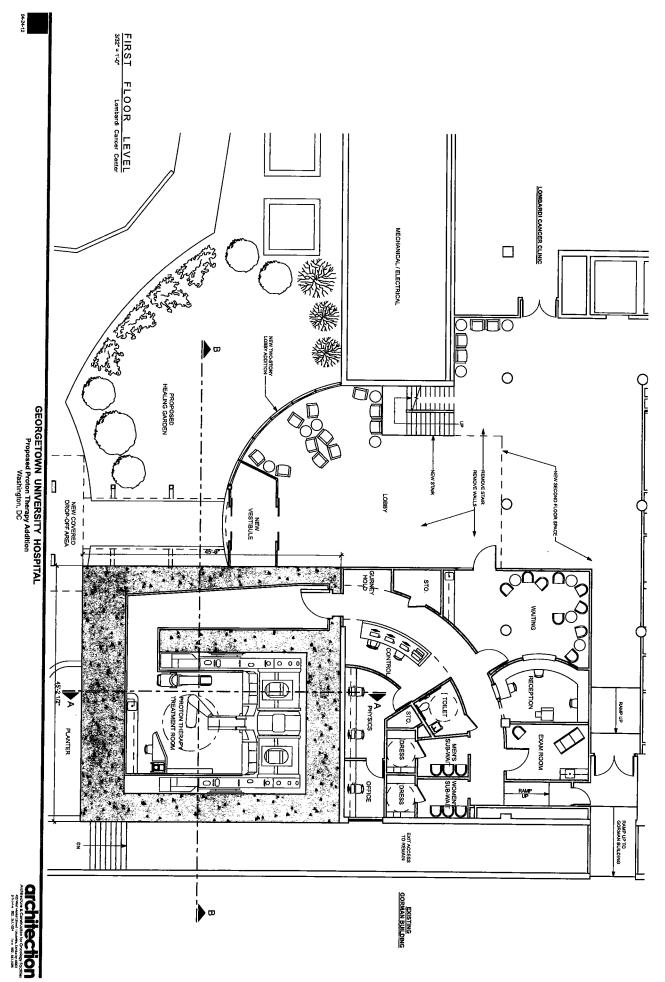
**EXHIBIT 3.1** 

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Architecture & Construction for Oncology Facilities



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**EXHIBIT 3.4** 

# Exhibit 9

# GEORGETOWN UNIVERSITY HOSPITAL

# Patient Rights and Responsibilities

# Rights: A Patient has the Right to:

- Respectful and considerate care and to be free from neglect, exploitation, abuse or harassment
- Receive treatment without discrimination as to age, race, ethnicity, color, religion, culture, language, physical or mental disability, sex, sexual preference or orientation, national origin, disability, gender identity or expression or socioeconomic status
- Receive information in a manner in which you understand
- Privacy and to receive a notice of our privacy practices and individual privacy rights
- Have your primary physician notified of admission to the hospital and to be informed of the name of the provider who will have primary responsibility for your care, treatment or services
- A clear, complete, and understandable description of your condition and treatment choices
- Ask questions and expect answers about benefits, common risks and recognized alternatives before giving your permission for any procedure or research study
- Refuse a diagnostic or therapeutic procedure, treatment, or research study to the extent permitted by law, and to be informed of the medical consequences of refusal
- Have pain appropriately assessed and managed
- Have a family member or representative of your choice notified of admission to the hospital and have a family member or representative present for emotional support
- Access, copy and update your medical record within a reasonable timeframe in accordance with the Notice of Privacy Practices
- Contact a Patient Advocate if there are concerns or complaints about care received or the privacy of your medical information
- Request or refuse an interpreter
- Give consent or refuse consent to the hospital to produce or use recordings, films or other images other than for your care
- Ask your healthcare provider to please wash their hands
- Formulate Advance Directives and have hospital and medical staff comply with those directives to the extent permitted by law
- Leave the Hospital as soon as possible with instructions about how to care for yourself at home
- Request a same sex chaperone to be available for any outpatient visit

# Responsibilities: A Patient has the Responsibility to:

- Give your health care team the most complete and correct information about your health, health history, insurance, and related issues
- Tell your caregivers about changes in the way you feel when you are in the hospital, doctor's office, or after you leave
- Follow the plan of care
- Be considerate and respectful of other patients and Hospital employees as well as others' property and equipment
- Keep noise to a minimum; use the telephone, TV, and lights courteously
- Pay attention and ask questions of the healthcare team regarding any aspect of your care
- Speak up if you do not understand
- Discuss your Advance Directive with your physician prior to admission, when admitted, and anytime you makes a change to the document
- Help us maintain a healthy and healing environment, refrain from the use of tobacco products in adherence to the hospital's tobacco-free policy
- Meet financial commitments

We are pleased to provide excellent care.

Compliments, comments or concerns, call: 202-444-2273 or ext. 42273 if inside the hospital.



# Exhibit 10



MedStar Health

Title:	Policy Number:
PATIENT RIGHTS AND RESPONSIBILITIES	451
Issued:	
June 16, 1999	Page:
Last Reviewed:	1 of 3
March 22, 2011	
Last Revised:	Attachment:
October 25, 2011	

#### **POLICY:**

It is the policy of Georgetown University Hospital to provide patients with information regarding their rights and responsibilities while receiving care at Georgetown University Hospital

### **DEFINITIONS:**

## Rights

As a patient, the patient has the right to:

- 1. Respectful and considerate care and to be free from neglect, exploitation, abuse or harassment
- 2. Receive treatment without discrimination as to age race, ethnicity, color, religion, culture, language, physical or mental disability, sex, sexual preference or orientation, national origin, disability, gender identity or expression or socioeconomic status.
- 3. Receive information in a manner in which he/she understands
- 4. Privacy and to receive a notice of our privacy practices and individual privacy rights
- 5. Have his/her primary physician notified of admission to the hospital and to be informed of the name of the provider who will have primary responsibility for his/her care, treatment, or services.
- 6. A clear, complete, and understandable description of his/her condition and treatment choices
- 7. Ask questions and expect answers about benefits, common risks and recognized alternatives before giving his/her permission for any procedure or research study
- 8. Refuse a diagnostic or therapeutic procedure, treatment, or research study to the extent permitted by law, and to be informed of the medical consequences of refusal
- 9. Have pain appropriately assessed and managed
- 10. Have a family member or representative of his/her choice notified of admission to the hospital and to have a family member or representative present for emotional support.
- 11. Access, copy and update his/her medical record within a reasonable timeframe in accordance with the Notice of Privacy Practices
- 12. Contact a Patient Advocate representative if there are concerns or complaints about care received or the privacy of his/her medical information
- 13. Request or refuse an interpreter
- 14. Give consent or refuse consent to the hospital to produce or use recordings, films or other images other than for his or her care.
- 15. Ask his/her healthcare providers to please wash their hands
- 16. Formulate Advance Directives and have hospital and medical staff comply with those directives to the extent permitted by law

Policy Number: 451 Page: 2 of 3

17. Leave the Hospital as soon as possible with instructions about how to care for him/herself at home.

#### Responsibilities

As a patient, the patient has the responsibility to:

- 1. Give his/her health care team the most complete and correct information about his/her health, health history, insurance and related issues
- 2. Tell his/her caregivers about changes in the way he/she feels when he/she is in the hospital, doctor's office or after he/she leaves
- 3. Follow the plan of care
- 4. Be considerate and respectful of other patients and Hospital employees as well as others' property and equipment
- 5. Keep noise to a minimum; use the telephone, TV, and lights courteously.
- 6. Pay attention to the care he/she receives.
- 7. Speak up if he/she does not understand.
- 8. Discuss his/her Advance Directive with his/her physician prior to admission, when admitted, and any time he/she makes a change to the document.
- 9. Meet financial commitments
- 10. To help us maintain a healthy and healing environment, refrain from the use of tobacco products in adherence with the Hospital's tobacco-free policy.

#### PROCEDURE:

- I. A copy of the Patient Rights and Responsibilities statement is to be posted throughout the Hospital in all patient care areas, including waiting rooms, exam rooms, and inpatient rooms. Patient Advocacy staff will provide the posters and are available to assist in positioning the signs in prominent locations.
- II. A copy of the Patient Rights and Responsibilities statement is placed in each inpatient Admissions Handbook.
- III. The Hospital will immediately investigate any allegations, observations, and suspected cases of neglect, exploitation and abuse that occur at the Hospital. The investigative team will include Patient Advocacy, Risk Management, Protective Services and other departments as applicable. The hospital will report the results as required by law.
- IV. All outpatients will receive a copy of the Patient Rights at the first visit and then annually at subsequent visits.
- V. The Patient Rights and Responsibilities statement is to be referenced when departments or divisions prepare patient information or education materials.
- VI. Patient Rights and Responsibilities are to be reviewed in employee orientation.

**Policy Number:** 451 Page: 3 of 3

VII. A Patient Hotline is open 24 hours a day, 7 days a week at x4-2273.

Richard L. Goldberg, M.D. President

# Exhibit 11



MedStar Franklin Square Medical Center • MedStar Georgetown University Hospital
MedStar Good Samaritan Hospital • MedStar Harbor Hospital
MedStar Montgomery Medical Center • MedStar National Rehabilitation Network
MedStar St. Mary's Hospital • MedStar Union Memorial Hospital
MedStar Washington Hospital Center

# Community Health Assessment 2012

# **MedStar Georgetown University Hospital**

**Full Report** 



Knowledge and Compassion **Focused on You** 

# **Table of Contents**

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# **Executive Summary**

MedStar Health conducted its first Community Health Assessments (CHA) as a system for each of the nine MedStar hospitals in fiscal year 2012 (July 1, 2011-June 30, 2012). This new systemwide effort was borne out of the need to create a more organized, formal and systematic approach to meeting the needs of underserved communities. This opportunity is especially relevant in light of growing momentum and increased scrutiny around how hospitals are making a measurable contribution to the health of the communities they serve. MedStar Health's CHAs comply with the new Internal Revenue Service (IRS) mandate requiring not-for-profit hospitals to conduct community health needs assessments once every three years.

MedStar Health's approach to the CHA is based on guidelines established by the IRS. The approach also incorporates best practice standards that have been published by nationally recognized leaders in the field, such as the Catholic Health Association, the Association for Community Health Improvement and the American Public Health Association. The CHA allows hospitals to better understand the health needs of vulnerable or underserved populations; and subsequently, develop a plan that will guide future community benefit programming. MedStar Health hospitals will advance their work in the community by deploying community benefit resources to support a documented plan with measurable objectives.

The involvement of local residents, community partners, and stakeholders was a cornerstone of the CHA. Each hospital's assessment was led by an Advisory Task Force (ATF), which was comprised of a diverse group of individuals, including grassroots activists, community residents, faith-based leaders, hospital representatives, public health leaders and other stakeholder organizations, such as representatives from local health departments. ATF members reviewed quantitative and qualitative data and provided recommendations for the hospital's health priorities, specifically as they relate to the needs of underserved and low-income communities.

The findings from extensive data analyses were corroborated by stakeholder and community input. Heart disease was consistently identified as a priority for all of MedStar's acute hospitals. Diabetes and obesity were also high priorities for most hospitals. In addition to heart disease, diabetes and obesity, two of the acute hospitals identified unique priorities based on their needs assessment, coupled with existing goals or efforts with community partners. MedStar St. Mary's Hospital selected substance abuse to align with existing county priorities. MedStar Franklin Square Medical Center identified substance abuse and asthma due to its existing partnership with the Southeastern Network Collaborative and Baltimore County Public Schools. MedStar National Rehabilitation Hospital, MedStar's only free-standing specialty hospital, identified prevention of subsequent stroke among persons who speak Spanish as a primary language as an underserved population in the rehab community.

Each hospital identified a Community Benefit Service Area (CBSA) – a specific community or target population of focus, a very important aspect of the needs assessment. The impact of the hospitals' work in the CBSA will be tracked over time. Implementation strategies were developed and will serve as a roadmap for how the hospital will use its resources and collaborate with strategic partners to address the priorities.

Implementation strategies were endorsed by the hospital's Board of Directors and the Strategic Planning Committee of the MedStar Health Board of Directors. The MedStar Health Board of Directors approved each hospital's implementation strategy on June 20, 2012.

# IRS Requirements for Tax Exempt Status: Community Health Assessments

In 2006, the Internal Revenue Service (IRS) initiated a study that examined the community benefit reporting methodologies of more than 500 not-for-profit hospitals. There were three key findings: 1) there were discrepancies in how hospitals were defining and reporting community benefit; 2) there was no standardized approach in determining how to use community benefit resources to best meet the needs of the community; and 3) some hospitals' community benefit contributions were not commensurate with their tax exempt status.<sup>4</sup> These findings have informed a national argument for developing more consistent community benefit reporting expectations for all not-for-profit hospitals.

On March 23, 2010, Congress approved the Patient Protection and Affordable Care Act (PPACA). The Act included a Community Health Assessment (CHA) mandate for not-for-profit hospitals. According to the mandate, the CHA must be conducted once every three years and it must include input from persons who represent the broad interests of the community, as well as those with public health expertise. Furthermore, an implementation strategy must be developed by the hospital and approved by its Board of Directors. The implementation strategy must be publicly available within the same tax year the CHA is conducted.<sup>5</sup>

# Systemwide Approach to the Community Health Assessment

MedStar Health hospitals conducted their CHAs in accordance with a framework established by the Corporate Community Health Department (CCHD). The CCHD provided project oversight and technical assistance to the hospital throughout the CHA process. The scope of the assessment included: determining key stakeholder roles and responsibilities; establishing data collection and data analyses methodologies; determining a Community Benefit Service Area (CBSA) and developing health priorities, implementation strategies and outcome measures.

# Roles and Responsibilities

- Corporate Community Health Department Establish a CHA methodology for all
  hospitals; identify strategic partners; provide expertise and technical support as needed;
  ensure that processes, deliverables and deadlines comply with the IRS mandate.
- Executive Sponsor Serve as liaison to the senior leadership team; ensure the hospital's selected priorities are aligned with the strengths of the organization.
- Hospital Lead Serve as internal resource on existing community health programs and services; facilitate and document all activities associated with the assessment.
- Advisory Task Force Review quantitative data; design data collection tool and review findings; recommend the hospital's Community Benefit Service Area and community benefit health priorities. Task force members included grassroots activists, community residents, faith-based leaders, hospital representatives, public health leaders and other stakeholder organizations, such as representatives from local health departments.
- Hospital Boards Review and endorse the hospital's Community Benefit Service Area health priorities and implementation strategy.
- Strategic Planning Committee of the MedStar Health Board Review and endorse each hospital's Community Benefit Service Area, health priorities and implementation strategy.
- MedStar Health Board of Directors

   Approve each hospital's implementation strategy.

#### Data Collection and Review

Advisory Task Force members analyzed quantitative and qualitative data to identify and confirm health priorities. In an effort to promote consistency in data collection and analysis among all hospitals, MedStar Health partnered with the Healthy Communities Institute (HCI) <sup>6</sup> and Holleran Consulting.<sup>7</sup>

## Quantitative Data

The HCl provided a dynamic web-based platform that included over 130 Community Health indicators pulled from over 40 reputable sources. The platform allowed Advisory Task Force members to identify the most pressing health priorities in their service areas. Members were also able to identify health disparities based on varying health conditions.

HCl data were available by county or city and some measures were available by census track. If more localized data were available, the CCHD facilitated efforts to ensure they were accessible to Advisory Task Force members. Baseline data for indicators that were not available, but deemed important by some hospitals, will be determined as a FY13 implementation action step.

#### Qualitative Data

MedStar Health engaged Holleran, a public health consulting firm, to help each Advisory Task Force: 1) develop a community input tool; 2) conduct face-to-face community input sessions; 3) analyze findings and undergo a prioritization process; and 4) develop an approach to an implementation strategy.

Each ATF developed a community input survey that was disseminated to the residents and stakeholders of its CBSA. The tool included approximately 30 questions that allowed respondents to rate their perception of the level of importance around issues related to wellness and prevention, access to care and quality of life. Open-ended questions allowed them to offer suggestions on the hospital's role in addressing some of the community's most severe health issues. The majority of respondents completed the survey online. Hard copies were also available and respondents had the option to complete the survey over the phone. The survey was available in Spanish for hospitals that targeted Spanish speaking populations.

Over 900 surveys were completed systemwide. In an effort to capture a snapshot of the respondent population, demographic variables were collected for each respondent and aggregated in the hospital's final report. Variables included race, highest level of education, household annual income and health insurance status.

Face-to-face input sessions were open to residents and stakeholders of the targeted communities. Each hospital's session lasted 90 minutes. During the session, participants were asked the same questions that were included in the community input survey. However, respondents contributed their input through keypad technology, which allowed for more efficient prioritization of health concerns. The session concluded with breakout sessions that allowed participants to engage in guided conversations related to critical issues that impact the health of their community. The dialogue allowed facilitators to identify important trends and issues that would inform the hospital's approach to its implementation strategy.

In addition to face-to-face input sessions for the community at-large, another community input session was held with public health leaders in two jurisdictions where MedStar Health has more than one hospital — Baltimore City and the District of Columbia. There were 23 participants in the session held in the District of Columbia and 7 participants in the Baltimore City session. Participants included representatives from the Department of Health, federally qualified health centers, community clinics, the United Way, the Catholic Health Association, schools of public health and healthcare coalitions.

# Local, State and National Health Goals

In addition to reviewing primary and secondary data, Advisory Task Force members reviewed city, state and national health goals. For example, Maryland hospital task force members reviewed the priorities outlined in Maryland's State Health Improvement Process;<sup>8</sup> Baltimore City task force members reviewed Healthy Baltimore 2015;<sup>9</sup> and all task force members reviewed Healthy People 2020<sup>10</sup> targets. Awareness of these targets helped task force members understand the context of national, state and local jurisdiction health goals as they prioritized health issues.

As part of the assessment, all MedStar hospitals collaborated with or received input from their local health departments. For example, Baltimore City hospital presidents had a series of meetings with the Baltimore City Health Commissioner to explore opportunities to align the city's lead health priority, heart disease, with hospital activities.

# **Summary of Systemwide Key Findings**

Although Community Health Needs Assessments were specific to each hospital, all hospitals identified heart disease as a key health priority. All MedStar hospitals in Baltimore City and MedStar Georgetown University Hospital and MedStar Washington Hospital Center in the District of Columbia identified diabetes as a priority. Priorities were selected by quantitative data analyses and corroborated by stakeholder and community input.

Key Finding: A high prevalence of heart disease with noteworthy gender and racial disparities in some jurisdictions.

# Washington Hospitals

- District of Columbia: The age adjusted death rate due to coronary heart disease is 184.1 per 100,000. Compared to all US counties, this figure falls within the range of the worst quartile. The rate is also significantly higher than the Healthy People 2020 target (100.8/100,000). The age adjusted death due to coronary heart disease is significantly higher in Blacks/African Americans (228.1/100,000) compared to Whites (116.0/100,000). It is also significantly higher in men (247.2/100,000) than women (140.3/100,000).
- St. Mary's County: The age adjusted death rate due to heart disease is 234.4 per 100,000.<sup>12</sup> Compared to all Maryland counties, this figure falls within the range of the worst quartile.<sup>12</sup>
- Montgomery County: 38.7% of Montgomery County residents age 18 and older have high cholesterol. This percentage is higher than the state average and ranks within the 25<sup>th</sup> to 50<sup>th</sup> percentile of all Maryland counties. It also exceeds the Healthy People 2020 target (13.5%).<sup>13</sup>

# **Baltimore City Hospitals**

- ➤ Baltimore City: The age adjusted death rate due to heart disease is 262.9/100,000. Compared to all Maryland counties, this figures falls within the worst quartile. The death rate is significantly higher in men (339.1/100,000) than women (209.9/100/000).
- ▶ Baltimore County: 33.8% of Baltimore County residents age 18 and older have hypertension.<sup>13</sup> This percentage is higher than the state average and ranks among the worst quartile of all Maryland counties. It also exceeds the Healthy People 2020 target (26.9%).<sup>13</sup> The prevalence of hypertension is also higher in Blacks/African American (48%) than Whites (31.7%).<sup>13</sup>
- Anne Arundel County: The age adjusted death rate due to heart disease is 196.8 per 100,000. Compared to all Maryland counties, this figure falls within the range of the worst quartile.

Key Finding: A high prevalence of diabetes with noteworthy racial disparities in the District of Columbia and Baltimore City.

# **District of Columbia**

10.9% of District of Columbia residents age 18 and older have been diagnosed with diabetes. <sup>14</sup> Compared to all US states, this percentage is within the worst quartile. <sup>14</sup> The prevalence of diabetes is significantly higher in Blacks/African Americans (17.5%) than Whites (3.6%). <sup>14</sup>

## **Baltimore City**

12.9% of Baltimore City residents age 18 and over have diabetes <sup>13</sup> and the age adjusted death rate due to diabetes in Baltimore City is 31.9/100,000. <sup>12</sup> Compared to all Maryland counties, these figures rank among the worst quartile. <sup>13</sup> The prevalence of adults with diabetes is higher in Blacks/African Americans (15%) than Whites (9.6%) and the age adjusted death rate in Blacks/African Americans is higher (39.0/100,000) than whites (21.7/100,000).

**Heart Disease Statistics** 

Ticalt Disease Statistics							
Measure	District of Columbia	St. Mary's County	Montgomery County	Baltimore City	Baltimore County	Anne Arundel County	Healthy People 2020
Age adjusted death rate due to heart disease (per 100,000)	184.1	234.4	131.0	262.9	196.6	198.8	N/A
% of adults with high blood pressure	26.1	24.0	24.5	36.7*	33.8*	28.5*	26.9
% of adults with high cholesterol	34.6*	33.4*	38.7*	36.1*	36.2*	34.9*	13.5

<sup>\*</sup>percentage exceeds Healthy People 2020 goal

Key findings from surveys and community input sessions

Over 900 surveys were completed throughout region and nine community input sessions were conducted. The following opportunities were consistently identified across the system:

**Wellness and Prevention:** Respondents expressed an ongoing need for programs and services that address heart disease, overweight/obesity, diabetes and cancer. Efforts to increase awareness of existing wellness and prevention services were also suggested.

Access to Care: Respondents recommended that providers bring health services directly into the communities that need them most. Increasing the accessibility of specialty care providers for the underinsured and uninsured and enhancing access to convenient and affordable transportation for medical visits were also high priorities.

Quality of Life: Respondents suggested comprehensive efforts to improve the quality and safety of neighborhoods to promote physical activity and healthy living. Increasing access to affordable healthy foods was also identified as a need.

# **Community Benefit Service Areas and Priorities**

# Community Benefit Service Areas

Each hospital's Advisory Task Force identified a Community Benefit Service Area (CBSA) – which is defined as a geography or target population that will serve as the hospital's priority for future community benefit programming. CBSAs were determined based on the following key considerations: 1) a high density of residents who are low-income or underserved; 2) the CBSA's proximity to the hospital; and 3) an existing presence of effective programs and partnerships.

The CBSA will benefit from an increased or expanded presence of community health services sponsored by the hospital and supported by its partners. Potential best practices will be piloted in the CBSA and existing evidence-based programs will be replicated in other CBSAs throughout the system. Services in the CBSA will include formal and more extensive data collection and tracking of outcomes to demonstrate a change in knowledge, skill, behavior or health status of persons impacted. Demographic variables, such as race/ethnicity, language, culture and insurance status will also be collected. Findings will support efforts to continuously improve services to ensure cultural and linguistic relevance. These efforts will contribute to local and national health disparity goals.

# **Common Priorities**

The terminology used to depict each priority was determined by the hospital's Advisory Task Force and based on what was preferred and resonated most with the community. For example, community members preferred the term "heart disease" over "cardiovascular disease" and some hospitals selected heart disease as a priority, while others selected a risk factor for heart disease as a priority. MedStar Georgetown University Hospital will focus on the reduction of hypertension in its service area and MedStar St. Mary's Hospital will implement activities aimed to reduce the percentage of obese or overweight residents in its service area. The majority of acute hospitals identified diabetes as a priority. While the terminology may be unique, many of the educational and preventive activities for heart disease, diabetes, obesity and hypertension are interrelated.

#### Unique Priorities

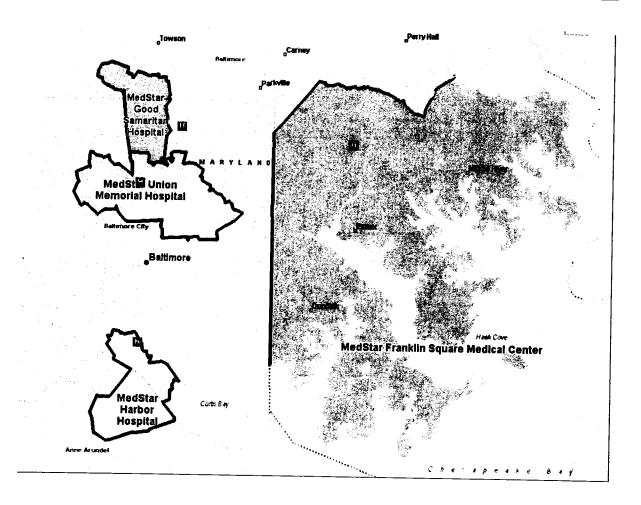
Quantitative and qualitative findings, coupled with pre-existing partnerships allowed some hospitals to identify unique priorities. MedStar St. Mary's Hospital selected substance abuse based on quantitative data and alignment with a pre-determined county priority. MedStar Franklin Square Medical Center selected substance abuse and asthma due to a pre-existing partnership with the Southeastern Network Collaborative and Baltimore County Public Schools, respectively. MedStar National Rehabilitation Hospital identified prevention of recurrent stroke among persons who speak Spanish as a primary language as a unique and underserved population in the rehab community.

# Services Provided Outside of the CBSA

MedStar hospitals have a history of contributing to the health of the region by providing services outside of their CBSAs. These programs and services address health awareness, education, early detection and prevention of disease. Hospitals will continue to maintain a presence in these areas; however, the CBSA will serve as the population of focus. Activities within the CBSA will be evaluated or refocused for more rigorous outcomes tracking. Promising practices will be piloted and evidence-based programs will be replicated in the CBSA.

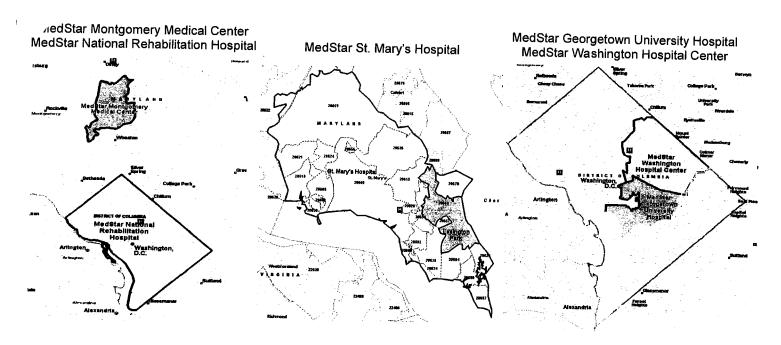
# Overview of Individual Hospital Community Benefit Service Areas and Health Priorities Baltimore Hospitals

	MedStar Franklin Square Medical Center	MedStar Good Samaritan Hospital	MedStar Harbor Hospital	MedStar Union Memorial Hospital
Heart Disease	X	X	х	х
Diabetes		х	Х	х
Substance Abuse	х			
Asthma	X			
Community Benefit Service Area	nefit Service County		Cherry Hill / Brooklyn Park	North Central Baltimore City



# **Washington Hospitals**

	MedStar Georgetown University Hospital	MedStar Montgomery Medical Center	MedStar National Rehabilitation Hospital	MedStar St. Mary's Hospital	MedStar Washington Hospital Center
Heart Disease	Х	x		Х	х
Diabetes	х			х	х
Obesity	x			х	х
Substance Abuse				x	
Stroke			X	Х	
Community Benefit Service Area	Ward 6	Aspen Hill / Bel Pre	Spanish speaking stroke survivors and their caregivers	St. Mary's County with emphasis on Lexington Park	Ward 5



# Implementation Strategy Approach

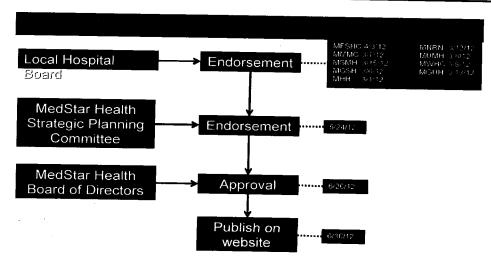
The Implementation Strategy serves as a roadmap for how community benefit resources will address the health priorities and contribute to the health of the communities served. In an effort to improve outcomes and measure progress over time, the activities are few and focused. The programming component of the Implementation Strategy is based on:

- Including specific short- and long-term measurable outcomes.
- Refining or expanding existing programs and services that are aligned with health priorities.
- Sustaining, enhancing or identifying new partners.
- · Focusing on the expansion of services directly into communities of need.
- Identifying and testing promising practices for replication throughout the system.
- Developing common programming to support heart disease, the system priority.
- Leveraging expertise throughout the system.
- Sharing and using existing human and operating resources to support priorities.

The activities documented in the Implementation Strategy will undergo extensive evaluation. Process evaluations will support continuous quality improvement efforts to enhance how the activity is delivered and outcome evaluations will assess for a change in knowledge, skill or health status among persons impacted. In an effort to support local and national health disparity goals, mechanisms for more robust demographic data collection will be established. Examples include but are not limited to: race/ethnicity, primary language, culture and religious affiliation.

Each hospital's Implementation Strategy was written by the Hospital Lead and supported by the Executive Sponsor. The strategy was endorsed by the hospital's Board of Directors and the MedStar Health Board of Directors' Strategic Planning Committee, and approved by the MedStar Health Board of Directors.

# IMPLEMENTATION STRATEGY ENDORSEMENT AND APPROVAL PROCESS



# **Institutionalizing Performance**

Corporate Community Health Department (CCHD)

The CCHD Department will provide systemwide leadership to optimize the outcomes of the hospital's implementation strategy. The Department will manage the activities of a Community Benefit Workgroup, identify a common platform for tracking and measuring performance, and identify new partners and sustain relationships with existing partners who support a systemwide strategy. The Department will also work with Hospital Leads to support the execution of implementation strategies and convene groups to support the replication of evidence-based programs across the system.

- Community Benefit Workgroup
   The Community Benefit Workgroup is comprised of Hospital Leads and other internal
   community health associates. The workgroup convenes quarterly and meetings are
   designed to promote information exchange, disseminate new guidelines and
   performance measures, ensure consistency in documentation and data collection, and
   advance the knowledge, skills and abilities of individual team members.
- Tracking and Measurement
   The Corporate Community Health Department will identify, develop and implement a common platform for documenting demographics and change in knowledge, skills or health status of persons impacted. The department will provide guidelines and provide technical support to promote consistency across all hospitals.
- Partnerships Heart disease is a systemwide priority for MedStar Health. Activities to prevent heart disease and promote healthy living among persons with heart disease are included in each hospital's implementation strategy. The CCHD Department will lead efforts to cultivate partnerships that will expand the hospitals' capacity to contribute to the reduction of heart disease in vulnerable populations. The CCHD will also explore opportunities to expand MedStar Health's partnership with the Department of Health and Human Services as a member of the Million Hearts Campaign.

## Hospital Leadership

Senior leaders who oversee the hospital's community benefit activities will support efforts to identify resources that can be allocated or reorganized to support the priorities and activities documented in the implementation strategy. Hospitals leaders will also identify and support opportunities to integrate community benefit activities with the relevant requirements of each hospital's accreditation or certification programs.

Advisory Task Force, Board Leadership and Community Updates
Annual updates on the progress of the implementation strategy will be provided to the hospital's Advisory Task Force, the Board of Directors and the MedStar Health Strategic Planning Committee. Updates will also be available to the community and stakeholders through the MedStar Health corporate website.

#### Resources

- http://www.chausa.org/Assessing and Addressing Community Health Needs.aspx
- <sup>2</sup> http://www.communityhlth.org/
- <sup>3</sup> http://www.apha.org/
- 4 http://www.irs.gov/pub/irs-tege/frepthospproj.pdf
- <sup>5</sup> http://housedocs.house.gov/energycommerce/ppacacon.pdf
- 6 http://www.healthycommunitiesinstitute.com/
- <sup>7</sup> http://www.holleranconsult.com/
- <sup>8</sup> http://dhmh.maryland.gov/ship/SitePages/Home.aspx
- 9 http://www.baltimorehealth.org/healthybaltimore2015.html
- 10 http://www.healthypeople.gov/2020/default.aspx
- 11 http://wonder.cdc.gov/ucd-icd10.html
- http://www.dhmh.state.md.us/
- http://www.marylandbrfss.org/
- http://apps.nccd.cdc.gov/brfss/

For more information on MedStar Health's Community Health Assessment, please contact the Corporate Community Health Department 410-772-6693 or Jessica.Roach@medstar.net

### MedStar Georgetown University Hospital Community Health Assessment FY2012

1. Define the hospital's Community Benefit Service Area (CBSA) and identify the hospital's community benefit priorities.

MedStar Georgetown University Hospital's (MGUH) Community Benefit Service Area (CBSA) includes children and adults who reside in Ward 6 of the District of Columbia. This area was selected to expand upon pre-existing primary care services in Ward 6 that are offered to underinsured, uninsured, and low-income persons. Based on qualitative and quantitative findings, primary and secondary prevention of the following conditions have been identified as the hospital's community benefit priorities:

- Obesity and overweight
- Diabetes
- Hypertension

### 2. Provide a description of the CBSA.

### **Demographics**

According to Neighborhood Info DC (<a href="www.neighborhoodinfodc.org">www.neighborhoodinfodc.org</a>), there are 76,598 residents in the Ward 6 community, 13 percent of whom are children. This is a racially and ethnically diverse area, with 47 percent white, 42 percent African American, 5 percent Asian American/Pacific Islanders, and 4.8 percent Hispanic. Approximately 8 percent of Ward 6 residents are foreign-born.

Unemployment among Ward 6 residents is 8.4 percent and 18 percent of Ward 6 residents live below the federal poverty line. Compared to the District of Columbia, Ward 6 residents are somewhat less likely to be unemployed but as likely to live in poverty. However, the percentage of children living in poverty is slightly higher than the city average. While 29 percent of children in the District of Columbia live in poverty, 31 percent of children in Ward 6 live in poverty.

The violent crime rate in Ward 6 is 10 per 1,000 residents, lower than the average violent crime rate of 12 per 1,000 residents in the District of Columbia. The property crime rate, on the other hand, is 41 per 1,000 residents, slightly above the average of 40 per 1,000 residents in the District of Columbia.

Adult Health Data on the health status of the population at the Ward level are relatively limited. One of the most comprehensive sources is a community health needs assessment conducted by the RAND Corporation. According to the RAND report, adult residents of Ward 6 are somewhat more likely to be overweight or obese than residents in the District of Columbia (58% compared to 54.6%). When compared to the District of Columbia, more adult residents in Ward 6 have hypertension (28.2% compared to 27.1%) or have diabetes (9.2% compared to 8.1%). Infectious diseases are, on average, less common among adults in Ward 6 compared to the District of Columbia with the exception of syphilis (Government of the District of Columbia HAHSTA Annual Reports 2009 and 2010). Premature mortality due to heart disease (84 per 100,000) and hypertension (33 per 100,000) among adult residents in Ward 6 is higher than in the District of Columbia (45 per 100,000 and 26 per 100,000, respectively) (DC DOH).

### Child Health

According to the DC Department of Health, the infant mortality rate in Ward 6 is 6.4 deaths per 1,000 live births, a rate that has decreased over the past decade and is now the third lowest in the District of Columbia. According to the RAND community health needs assessment, children in Ward 6 are somewhat more likely to be overweight, have limitations in activity or function, have behavioral health issues needing treatment, and have dental problems compared to children in the District of Columbia.

### 3. Identify community health assessment program partners and their expertise or contribution to the process.

**Holleran** is a public health research and consulting firm with 20 years of experience in conducting community health assessments. The firm provided the following support: 1) assisted in the development of a community health assessment survey tool; 2) facilitated the community health assessment face-to-face group session; and 3) facilitated an implementation planning session.

The **Healthy Communities Institute provided** quantitative data based on 129 community health indicators by county. Using a dashboard methodology, the web-based portal supported the hospital's prioritization process.

### 4. State who was involved in the decision-making process.

The CHNA was led by an Advisory Task Force, which consisted of: District of Columbia community health leaders; university-based public health professionals; and MGUH/MedStar physicians and staff members. Several of these individuals were also residents of the District of Columbia and Ward 6.

The Advisory Task Force reviewed local secondary data, coupled with state and federal community health goals and current community benefit programs and services. In partnership with Holleran, the team developed and helped disseminate a community health assessment tool focused around three key areas: 1) wellness and prevention; 2) access to care; and 3) quality of life.

In addition to quantitative and qualitative findings, the Task Force considered the hospital's capabilities as well as local, regional and state health goals. Based on findings, the team made a recommendation on the priorities. The priorities were approved by the hospital's president, endorsed by the hospital board of directors, endorsed by the MedStar Health Board of Director's Strategic Planning Committee and approved by the MedStar Health Board of Directors.

### Advisory Task Force Membership

Name	Title/Affiliation with Hospital	Name of Organization
Steve Evans, MD	Vice President, Medical Affairs and Chief Medical Officer	MedStar Georgetown University Hospital
Dennis McIntyre, MD	Associate Medical Director, Utilization and Case Management	MedStar Georgetown University Hospital
Vera Johnson	Director	Sasha Bruce Youth Work
Sam Tramel	Executive Director	DC Children's Trust Fund
Simone Singh, Ph.D.	Assistant Professor	Georgetown University Department of Health Systems Administration
Michael Stoto, Ph.D.	Professor	Georgetown University Department of Health Systems Administration
Regina Knox Woods	Vice President, Government Affairs, Washington DC Metro Area	MedStar Health
Matthew Levy, MD	Medical Director, Kids Mobile Clinic, Department of Pediatrics	MedStar Georgetown University Hospital

### 5. Justify why the hospital selected its community benefit priorities.

a) Obesity and Overweight	
Quantitative Evidence	Fifty-eight percent of Ward 6 residents are overweight or obese, a figure slightly higher than that of the DC population as a whole (55%) (RAND, 2003)
Qualitative Evidence	68.7% (n=131) of Community Input Survey respondents rated obesity/overweight as either "severe" or "very severe" within the CBSA
Hospital Strengths	Opportunities to provide primary prevention activities aimed at obesity and overweight are available through the MGUH Hoya Clinic and the Kids Mobile Clinic; inpatients can receive nutritional counseling and be referred to community-based counseling services.
Alignment with local, regional, state or national health goals)	Weight control and obesity initiatives for Ward 6 are closely aligned with activities proposed by the following organizations/initiatives:  US Department of Health and Human Services Healthy People 2020 Washington, DC Department of Health Centers for Disease Control and Prevention (CDC)
Other justification	N.A.

b) Diabetes	
Quantitative Evidence	<ul> <li>The prevalence of diabetes in the US population is 8.3%; in the District of Columbia that figure is 8.1% whereas in Ward 6 it is 9.2% (National Diabetes Information Clearinghouse; RAND Corporation)</li> <li>Diabetes is the leading cause of kidney failure, non-traumatic lower limb amputations, and new causes of blindness among adults in the United States.</li> </ul>
Qualitative Evidence	61.9% (n=131) of Community Input Survey respondents rated diabetes as either "severe" or "very severe" within the CBSA
Hospital Strengths	MGUH has a robust multidisciplinary limb and wound center (plastic surgeons; podiatrists; vascular surgeons) that is capable of providing limb-sparing surgery for diabetic patients suffering from vascular insufficiency and chronic infections.
Alignment with local, regional, state or national health goals	Diabetes control initiatives for Ward 6 are closely aligned with activities proposed by the following organizations/initiatives:  US Department of Health and Human Services  Healthy People 2020  Washington, DC Department of Health  Centers for Disease Control and Prevention (CDC)
Other justification	N.A.

c) Heart Disease / Hypertension	(high blood pressure)
Quantitative Evidence	<ul> <li>Hypertension, a contributor to heart disease, affects 28% of Ward 6 residents, as compared to 27% of DC residents in general</li> <li>Premature mortality for heart disease in Ward 6 (84 per 100,000) is almost twice that for all residents of DC (45 per 100,000)</li> <li>Premature mortality for hypertension in Ward 6 residents (33 per 100,000) is 27% higher than for all residents of DC (26 per 100,000)</li> </ul>
Qualitative Evidence	70.3% (n=131) of Community Input Survey respondents rated hypertension as either "severe" or "very severe" within the CBSA
Hospital Strengths	Strong cardiology department with referral channel to Washington Hospital Center for cases requiring surgical intervention.
Alignment with local, regional, state or national health goals	Heart disease initiatives for Ward 6 are closely aligned with activities proposed by the following organizations/initiatives:  US Department of Health and Human Services  Healthy People 2020  Washington, DC Department of Health  Centers for Disease Control and Prevention (CDC)
Other justification	N/A

### 6. Does the hospital currently have community benefit activities that support other key health needs that were identified as important in the Community Health Assessment?

Condition / Issue	Classification	Name of Program / Description of Service	Key Partner (name and contact person)
Obesity/Overweight	Wellness & Prevention; Access to Care	Hoya Clinic: provides acute care and preventive services to homeless DC residents Kids Mobile Clinic: provides preventive services and acute care to children in select DC neighborhoods MGUH-sponsored primary care office sites	Hoya Clinic: Dr. Eileen Moore Kids Mobile Clinic: Dr. Matt Levy
Diabetes	Wellness & Prevention; Access to Care	Hoya Clinic Kids Mobile Clinic Primary care office sites	As above
Hypertension	Wellness & Prevention; Access to Care	Hoya Clinic Kids Mobile Clinic Primary care office sites	As above

### 7. List other health priorities that were identified in the CHNA and describe why the hospital did not select them.

Condition / Issue	Classification	Provide statistic and source	Explanation
Access to a primary care physician	Wellness & Prevention; Access to Care	Only 8.4% (n=131) of Ward 6 survey respondents indicated that they "disagree" or "strongly disagree" that they are able to access a primary care physician	Did not rank among top three health care concerns
Access to a specialist	Wellness & Prevention; Access to Care	Only 16.8% (n=131) of Ward 6 survey respondents indicated that they "disagree" or "strongly disagree" that they are able to access a specialist	Did not rank among top three health care concerns
Access to a dentist	Wellness & Prevention; Access to Care	Only 21.4% (n=131) of Ward 6 survey respondents indicated that they "disagree" or "strongly disagree" that they are able to access primary care	Did not rank among top three health care concerns; not a core competency of MGUH
Access to transportation for medical appointments	Wellness & Prevention; Access to Care	Only 14.6% (n=131) of Ward 6 survey respondents indicated that they "disagree" or "strongly disagree" that they are able to access primary care	Did not rank among top three health care concerns
Availability of fresh produce and other healthy foods in the Ward 6 community	Wellness & Prevention	65.7% (n=131) of Ward 6 survey respondents felt availability of fresh produce and other health foods was fair or better	Did not rank among top three health concerns; MGUH does not have the expertise or resources to serve as a lead agency that addresses diabetes.

### 8. Describe how the hospital will institutionalize community benefit programming to support the Implementation Strategy.

The hospital's Implementation Strategy is a roadmap for how community benefit resources will be deployed and how outcomes will be reported. The Community Benefit Hospital Lead will oversee planning, programming, monitoring, and evaluation of outcomes. The Executive sponsor will support institutional efforts to re-organized or reallocate resources as needed. Annual progress updates will be provided to Advisory Task Force members and the hospital's Board of Directors. The progress report will also be publicly accessible via the hospital's website.

The MedStar Health Corporate Community Health Department (CCHD) will provide system-wide coordination and oversight of community benefit programming. The CCHD will oversee the agenda of the Community Benefit Workgroup, which is comprised of Community Benefit Hospital Leads and other community health professionals across the system. The purpose of the workgroup is to share best practices and promote consistency around data collection, tracking, and reporting that is consistent with internal policies and state and federal guidelines.

The CCHD will provide the MedStar Health Board of Director's Strategic Planning Committee with annual updates on the hospital's progress towards the goals documented in the Implementation Strategy.

### Resources

- Neighborhood Info DC (www.neighborhoodinfodc.org)
- RAND Analysis of the National Survey of Children's Health (2003)
- DC State Health Plan (2007): http://dchealth.dc.gov/doh/cwp/view,a,1374,q,603403.asp
- Healthy People 2020; <a href="http://www.healthypeople.gov/2020/default.aspx">http://www.healthypeople.gov/2020/default.aspx</a>
- Data provided by Holleran from the Healthy Communities Institute
- Centers for Disease Control and Prevention; <a href="http://www.cdc.gov/">http://www.cdc.gov/</a>
- Results of community needs assessment survey developed by Holleran and MedStar Health (n=131)

### Implementation Strategy

Community Need: Obesity/Overweight Awareness and Management

**Goal Statement:** To reduce the prevalence and improve treatment and awareness of the effects of obesity and overweight

Target Population: All adult residents of Ward 6 in Washington, DC who have a body mass index (BMI) of 25 or greater, all children between the ages of 2-18
years who are residents of Ward 6 and have a BMI for age greater than the 90<sup>th</sup> percentile.

	# Dooriio			Short-Term		Doutnouting	
		Activities	Outputs	Outcomes	Long-Term Outcomes	Organizations	Responsible Partv(ies)
	1 Advisory Task	Identify DC obesity	# of obesity and	Increase	Increase the Ward 6	The HOYA	Associate
	Force	and nutritional	nutritional counseling	overweight/obesity	community's knowledge	Clinic	Medical
	Oto Hot The	counseling	programs	screening rates of	about where to seek		Director, Case
	Stall of the	programs	:	Ward 6 residents	counseling about	The MGUH Kids	Management
			Produce directory of	•	overweight/obesity	Mobile Van	and Utilization
	Commingny		services	Increase community			Review, MUGH
	bealth clinics		# of directories	awareness of links		Georgetown	
			distributed	other illnesses (e.g.		University	Volunteer
	Staff of the			disheter		graduate	medical
_	MGUH Kids		Produce web-based	hypertension: heart		Health Systems	students/nursing
	Mobile Van		directory	disease; stroke;		Administration	Students at Title HOYA Clinic
	2	Identify best	# of practices	kidney disease; liver	Increase the Ward 6	Department	
	Nutritional	practices for	identified / # of new	disease)	community's knowledge	-	Professor of
	connselors	disseminating health	practices		about where to seek	Coalition of	Medicine and
	L	care-related		Increase the Ward 6	counseling about	Georgetown	Assistant Dean
	Exercise	information to Ward		community's	overweight/obesity	University	for Community
	counselors/pnysi	6 residents		knowledge about		medical	Education and
	cal merapists			where to seek		students and	Advocacy,
		Offer nutritional	# of exercise and	counseling about	Decrease by 5% the	nursing students	Georgetown
	UC Department	counseling for all	counseling services	overweight/obesity	number of patients who		University
_	ot Health	HOYA Clinic and	rendered at HOYA		are classified as	DC Public	•
	G C F	Kids Mobile Van	Clinic and Kids Van		overweight or obese by	Schools	Assistant
	2	patients			2015	(Department of	Professor of
			# of participants who			Education)	Pediatrics and
			are overweight or		Increase by 5% the		Medical
			opese		number of adults seen at		Director, Kids
_					The HOYA Clinic who		Mobile Clinic,
			# of participants who		report at least 30 minutes		Georgetown
			report at least 30		of physical activity at		University
			minutes of physical		least five days per week		
			activity at least five days per week		by 2015*		
#	Resources	Activities	Outputs	Short-Term Outcomes	Long-Term Outcomes	Partnering Organizations	Responsible Partv(ies)
							/^^\frac

Hospital
University
Seorgetown
MedStar (

Decrease by 5% the Staff of The Associate	ants HOYA Clinic	who complete the Comminity Management	m who			counselors/physi	cal therapists	Increase by 5% the	number of participants	who complete the	IronMed Health and	Wellness Program who	report at least 30 minutes	of physical activity at	days ner week	by 2015 <sup>2</sup>		At three month follow-up.	maintain a 2% reduction	of weight in participants	completing the program	existing Local grocery Advisory Task		TBD	The	Local	restaurants		
Decrease	numper	wno com IronMed	Wellness	are classified as	overweig	2015		Increase	number c	mho com	IronMed	Wellness	report at	Sishhafa	least five	hv 2015 <sup>2</sup>		At three r	maintain	of weight		Solicit financial Expand existing	donations from five   preventiv	community increase financial	businesses every independ		promoting healthy	eating; focus on	
d Enroll 30 new patients	SS     # of narticinants who	are overweight or	opese	adia ofaccioitaca fo #	# or participants who	report at least 30	minutes of physical	activity at least tive	days per week		-										$\dashv$		letter		# of letters distributed	to businesses for in-	kind and financial	support	
	Program	_				-									_	hysi		-	ent			Secure philanthropic	support				_		_
4 Advisory Task	5	Staff of The	HOYA Clinic	Community	health clinics		Staff of the	MC III Kida	SDIN HOOM		-	Nutritional	connselors		Exercise	counselors/physi	cal therapists		DC Department	of Health		<u>ද</u>							

Baseline data from the 2010 HOYA Clinic patient population indicate that 18% of patients are overweight, 27% are obese and 21% are morbidly obese based on body mass index (BMI) measurements.

2 Baseline will be established in FY13

# MedStar Georgetown University Hospital

Community Need: Diabetes Awareness and Management
Goal Statement: Reduce the prevalence and improve the medical management of persons with diabetes in Ward 6.
Target Population: All residents of Ward 6 in Washington, DC who are 18 years of age or older who have an established diagnosis of Type 1 or Type 2 diabetes mellitus.

4	Resources	Activities	Outputs	Short-Term Outcomes	Long-Term Outcomes	Partnering	Responsible	
(ŭ ØŬ <b>Ž</b>	Advisory Task Force Staff of The HOYA Clinic	Conduct inventory of all city-wide diabetes education programs and diabetes clinics by 9/30/2012	# of programs identified	Increase community awareness of diabetes- related educational and treatment resources	Increase community awareness of diabetes-related educational and treatment	The HOYA Clinic Georgetown University graduate students in the Health	Associate Medical Director, Case Management and Utilization Review, MUGH	1
<del></del>	counselors Exercise counselors DC Department of Health	Identify national best practices to use in disseminating above information to Ward 6 residents.	# of new practices implemented	Increase community awareness of diabetes- related educational and treatment resources	resources Increase community awareness of diabetes-related educational and treatment	Systems Administration Department Coalition of Georgetown University medical students and nursing students		
op b the control of t	clinics Volunteer endocrinologists and/or internists from MGUH and the community Podiatrists Ophthalmologists	By 12/31/12, identify two sites within Ward 6 (in addition to the HOYA Clinic) that can serve as diabetes screening, education, and referral centers	# of new partners # of Ward 6 residents without a usual source of care # of Ward 6 residents without a usual source of care with retinal or renal disease # of physician volunteers	Increase community awareness of diabetes- related educational and treatment resources	Increase community awareness of diabetes-related educational and treatment resources	DC Public Schools (Department of Education) MGUH and community volunteer physicians The Community Partnership for the Prevention of Homelessness DCDOH DHS		
# (	# Resources Activ	Activities	Outputs	Short-Term Outcomes	Long-Term	Partnering	Responsible	

MedStar Georgetown University Hospital

					Outcomes	Organizations	Do-the March
4	Advisory Task	Implement	# of patients with	At 1000t 2007		C. Sameranonia	rarry(les)
	Force	consistent diabetes	diabetes	At least 50% of diabetes	Each diabetic	The HOYA Clinic	Professor of
		monitorina		pariells and program	patient identified		Medicine and
	Staff of The HOYA	measures at the		vill receive above baseline	should have a	Georgetown	Assistant Dean
	Clinic	HOYA Clinic		will receive a referral to a	10% reduction per	University	for Community
5		Expand the	Enry 1 30 motion to	podiatrist and an	year in their Hgb	graduate students	Education and
	Nutritional	IronMed Health and	the IronMed Health	opnthalmologist	A1cC levels	in the Health	Advocacy,
	counselors	Wellness Program	and Wellness	30% of nationto and		Systems	Georgetown
		•	Program hy	program participants observe	Affer three years	Administration	University
	Exercise		12/31/2012	haseline will have their Lab	or the program's	Department	
_	connselors			A10 levels checked at least	Interventions, at		Associate
			# of program	twice during their	ideast 90% or	Coalition of	Medical
	DC Department of		participants with	enrollment period	rdenumed diabetic	Georgetown	Director, Case
	Health		diabetes		have a Hob A1c	childents and	Management
	The state of the s			100% of the patients and	level of less than	nursing students	Paview MI ICL
	clinics			program participants will be	7%.		ויכעוכש, ועוספון
	2			offered a diabetes		DC Public Schools	Volunteer
	Volumboor			assessment, including		(Department of	Medical
	Volumeer endocrinologiste			screenings for retinal		Education)	students /
	endocimologists			disease, microalbuminuria,			nireing et idente
	from MOLITIES			chronic kidney disease and		MGUH and	of The HOVA
	the community			peripheral vascular disease		community	Clinic
						volunteer	2
_	Dodiatriete		•	95% of patients and		physicians	
				program participants with			
	Ophthalmologists			an identified medical home		The Community	
-	Signatura			will be referred back to		Partnership for the	
	-			those providers upon		Prevention of	
				discharge from the shelter		Homelessness	
_	_			or program completion.			
_			-	Patients may elect to		рсрон	
				continue with the program.	_		
						DHS	
				95% of patients and			
				program participants			
				without a medical home will			
_				be referred to a medical			
				home for follow up upon			
_				discharge from the shelter			
1				or program completion			

# MedStar Georgetown University Hospital

Community Need: Heart Disease / Hypertension Awareness and Management Goal Statement: Reduce the prevalence and improve the medical management of persons with hypertension in Ward 6.
Target Population: All residents of Ward 6 in Washington, DC who are 18 years of age or older who have hypertension.

Responsible	Party(ies)	Professor of	Medicine and	Assistant Dean	for Community		Education and	Advocacy,	Georgetown	University		-														•								
Partnering	Organizations	The HOYA Clinic		Georgetown	University	Graduate	graduale	Students in the	Treatile Systems	Administration	Department	oslition of	Georgetown	University	medical students	and nursing	students		DC Public	Schools	(Department of	Education)		MGUH and	community	volunteer	physicians							
Long-Term	Outcomes	By 2015, decrease by	5% the percentage of	patients in Ward 6	who have	hypertension	lois loi od fi																											
Short-Term	Опсошея	Increase community	awareness of the	clinical importance of	hypertension.			Increase effective	Communication ober	bynodenein 40 4b	ilypertension to the	Ward 6 community.	Increase hypertension	screening capacity.																			 	
Outputs	71 9 3	# or old	programs/ # 01	new programs				# of new	practices	implemented			# of community	health clinic	partners		# or nypertensive	persons with no	usual source of	care		# of persons with	cardiac, renal or	neurological	disease		# of physician	volunteers						
Activities	l	all city-wide	•		grams	by 9/30/2012		Identify best practices		ating above		residents.	By 12/31/2012 identify	6 (besides Within Ward	Olisis) 41-4	Clinic) that can serve	as ligher registori	screening, education	and reterral centers										_			_		
Resources	Advisory Tack Force		Staff of The HOVA	Clinic			Community health	clinics		Nutritional counselors		Exercise counselors	DC Department of	Health		Volunteer internists and	family physicians from	MGLH and the																
#	-	•			_			7					ო			_	_		- `	_						_				_	 			_

MedStar Georgetown University Hospital

ry Task Force Implement consistent # of patients with At least 50% of The HOYA. Clinic Program	_	Resources	Activities	Outhoute	Short-Term	l ong-Term	Dorthoo		_
monitoring measures and the partners of patients with a relation system of patients with a relation propertension above baseline will be related at the HOYA Clinic patients in the program and wellness in the program by population of the general Program by population of program by population of program and program and the completion of the program and discharge drive to completion of the program and discharge drive to more or shellow up after completion of the program without a medical home for follow up after completion of the program without a medical home for follow up after completion of the program without a medical home for follow up after completion of the program without a medical home for follow up after completion of the program and upon discharge from the shelter.	Advied	Tack Earne		Carpans	Outcomes	Outcomes	Ordanizations	Responsible	
monitioning measures in the HOYA Clinic Expand the frontNear Facets while enrolled hypertension above baseline will be hordered in the ironMean the health and veliness in the irondary patients in Ward 6 University graduate in the irondary and veliness in the irondary propertension of the general Program by population of 1231/2012 hypertension patients seen at HOYA Clinic.  ### Program Program and Program and out the importance of program and ensure that at least poor and nursing their count of the general hypertension of the general hypertension of the general hypertension of the general hypertension of the counts of the general hypertension of the general hypertension of the general hypertension of the completion of the program and discharge from the Shelter. Patients may hypertension of the program and discharge prior to completion of the program without a medical home for follow up after completion of the program and upon discharge from the shelter.		ory rask rorce	Implement consistent	# of patients with	At least 50% of	By 2015, decrease by	The HOVA Clinic	Party(les)	
The HOTA Clinic Enroll 30 patients and who have monthly BP broagam by program health and Wellness for the general Program Wellness of the general Program Program of the importance of the feath of the importance of diet and exercise in the incention of diet and exercise in the program of diet and exercise in the program of the program and upon discharge from the structure of the program and upon discharge from the discharge from the program and upon discharge from the disch	Staff	of The HOVA	nypertension	hypertension	hypertensive patients	5% the percentage of		Modicing and	
Expand the fromMed Enroll 30 patients in the program Program Program Program by Program	Olinic		at the LOVA Clinic		above baseline will	patients in Ward 6	Georgefown	Assistant Door	
Health and Wellness of the program Program Program Health and Wellness Of the general Program Program Program Program Program Program Program Program by Copulation of 12/31/2012 Seen at HOYA Clinic, # of program by participants with an identified medical program and program and program and program and program and discharge from the program and discharge from the program in the program with the program without a medical home will be referred to a medical home will be referred to a medical home will be from the shelter. Patients of the program and upon discharge from the shelter.					have monthly BP	who have	Iniversity	for Committee	
Program Wellness In the IronMed in the program Program Wellness Vellness Program Wellness Program by BS% are counseled Coalition of Georgetown Participants with BS% are counseled by Program By Progr	Comr	unity health	Expand the IronMed	Enroll 30 patients	checks while enrolled	hypertension	graduate	Education and	
Wellness population of the general Melness population of 12/31/2012 hypertension patients seen at HOVA Clinic, ensure that at least by perfernison patients seen at HOVA Clinic, ensure that at least by perfernison and participants with a seen at HOVA Clinic, ensure that at least by perfernison of diet and exercise in their control of hypertension of diet and exercise in their control of hypertension of the motoritor of the program and nursing hypertension of the program and indentified medical back to those providers upon completion of the program of discharged from the program of discharged prior to completion the program if discharged prior to completion of the program without a medical home will be referred to a medical home discharge from the shelter.	clinics		Drogram	in the IronMed	in the program		students in the	Advocacy	
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Program by population of 12/31/2012 seen at HOYA Clinic, a participants with a sex are counseled and and an arrival of hypertension of diet and exercise in their control of hypertension of diet and exercise in their control of hypertension of hyp	Nutriti	onal connectors		Wellness	Of the general		Administration	Liniversity	
Tay 1/2012  Thypertension patients seen at HOVA Clinic, eseen at HOVA Clinic, eseen at HOVA Clinic, patients with participants with a bacut the importance of diet and exercise in their control of hypertension about the importance of diet and exercise in their control of hypertension by cont				Program by	population of		Department	O III ACI SILI	_
seen at HOYA Clinic, coalition of ensure that at least participants with 95% are counseled hypertension of diet and exercise in their control of hypertension of diet and exercise in their control of hypertension by 95% of patients with an identified medical hypertension back to those providers upon completion of the program and discharge from the Shelter. Patients may elect to continue with the program without a medical home will be referred to completion of the program of discharge prior to completion of the program of the program without a medical home will be referred to a medical home will be referred to a medical home of to follow up after completion of the program and upon discharge from the shelter. Patients may elect to continue with the program without a medical home for follow up after completion of the program and upon discharge from the shelter.	Exerci	andeadilo es		12/31/2012	hypertension patients			Λεοιοιστο	
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participants with participants with hypertension about the importance of discharge for and exercise in the icot and nursing students on the proyer and an interest and exercise in the exercise in the icot and in the program and discharge from the shelter or personal in the program without a medical home will be referred to continue will be referred to completion of the program and upon discharge from the shelter in the program and upon discharge from the shelter in the program and upon discharge from the shelter in the program and upon discharge from the shelter in the program and upon discharge from the shelter.	2	20 taganhous		# of program	ensure that at least		Georgetown	Dispiral	
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an identified medical home will be referred back to those providers upon completion of the program and discharged prior to completion of the program if discharged prior to completion in the program without a medical home for follow up after completion discharge from the program and upon discharge from the shelter.		and the			95% of patients with		חלום טם	volunteer	
red (Department of Education)  MGUH and community volunteer physicians in the major with the maj		nuux			an identified medical		Schools	medical	
(Urepartment of Education)  MGUH and community volunteer physicians if the sal					home will be referred		Company	singents /	
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MGUH and community wolunteer has physicians lied nout II be all the the					providers upon		Education)	students at The	
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may with lied nout ll be al al					Completion of the		MGUH and		
may with led led led al the					program and		community		
nay vith led nout ll be al the					discharge from the		volunteer		
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shelter				_	lischarge from the				
		-		<u></u>	shelter	_			

### **Appendix: Community Input Results**

### **Background and Methodology**

Beginning in October 2011, staff from MedStar Health partnered with Holleran to develop a questionnaire to gather feedback from community members. The purpose of the questionnaire was to garner feedback during "Community Input Sessions" and to distribute the questionnaire in the community via online and written data collection methodologies. The content of the questionnaire focused on perceptions of community needs and strengths across four key domains:

- 1. Access to healthcare services
- 2. Key health issues prominent in the community
- 3. Perceived quality of life
- 4. Availability of wellness and prevention initiatives

The hospital identified key individuals to serve on the "Advisory Task Force." The purpose of the task force is to guide the efforts of the community assessment work and to serve as advisors with the hospital's community benefit planning. Holleran staff worked with Georgetown University Hospital's Advisory Task Force members to supplement core questions identified by MedStar Health with additional questions that were customized to their hospital's services and their specific community's needs.

The hospital gathered one hundred and twenty-three completed questionnaires via online and written questionnaire distribution. A community input session was held with eight Washington, DC public health officials on December 12<sup>th</sup>, 2011. Their input is integrated into the report findings as well.

It is important to note that the number of completed surveys and limitations to the random sampling yield results that are directional in nature and may not necessarily represent the entire population within the hospital's service area.

This summary, in conjunction with secondary data from Healthy Communities Institute, will serve as the foundation for Georgetown University Hospital's Implementation Planning and community benefit activities.

### **Overview of Quantitative Results**

Respondent Demographics

A total of 131 individuals responded to the questionnaire; 123 via the online and written questionnaire and 8 at the community input session. Three-quarters of the respondents were residents in the community, and approximately 12% were government officials, public health /healthcare professionals, or community leaders. The majority of respondents (88.6%) were Black/African American. Approximately 12% of respondents reported having a college degree or higher. 38.2% of respondents were between the ages of 18-34, 22.8% were between the ages of 35-44, 8.9% were between the ages of 45-54, 15.5% were between the ages of 55-64, and 8.1% were aged 65 and older. With respect to household income, 43.9% of the sample reported an income less than \$25,000, 27.6% reported an income of \$25,000 – \$49,999, 16.2% reported an income between \$50,000 and \$99,000 annually, and 2.4% reported a household income of \$100,000 or greater. When asked about health insurance coverage, 7.3% indicated they do not currently have health insurance and 34.2% were covered by Medicaid. Approximately 30% of respondents indicated they had insurance through their employer or their spouse's employer, and 8.1% had Medicare or Medicare Supplement.

### Access to health services

The initial set of questions focused on access to area healthcare and health services. Individuals were asked to respond to a series of statements whereby they agreed or disagreed with the corresponding statement (1=strongly disagree; 5=strongly agree). The ability of residents to access a primary care physician and the ability to access transportation for medical appointments were the highest rated items, with a mean of 3.9 on the 5 point scale. This was closely followed by agreement concerning the number of physicians and other health care providers accepting Medicaid or other forms of medical assistance (mean response of 3.8).

On a scale of 1 (strongly disagree) through 5 (strongly agree), please rate each of the following statements:

Factor	Mean Response	Corresponding Scale Response
Residents in the Ward 6 area are able to access a primary care physician or other health care provider (family doctor; general practitioner; internist; pediatrician).	3.9	Agree
Residents in the Ward 6 area are able to access a medical specialist (oncologist; cardiologist).	3.6	Agree
Residents in the Ward 6 area are able to access a dentist when needed.	3.4	Neutral
Residents in the Ward 6 area have access to transportation for medical appointments.	3.9	Agree
There are a sufficient number of physicians and other health care providers accepting Medicaid or other forms of medical assistance in the Ward 6 area.	3.8	Agree
There are a sufficient number of bilingual physicians and other health care providers in the Ward 6 area.	3.3	Neutral
lealth prevention, screening and wellness are promoted well n the Ward 6 area.	3,3	Neutral

Between 30-57% of individuals responded "don't know" or "neutral" to items in this section of the questionnaire. The highest level of disagreement concerned the ability to access a dentist when needed.

### Key Health Issues

Again, individuals were asked to respond on a scale of 1 through 5 to identify the health issues they perceived as the most severe in the community (5=very severe; 1=not at all severe). It should be noted that all of the issues were rated as having some degree of severity. Therefore, it is recommended that the results be examined in a relative fashion to one another. The table below outlines the average ratings on the 1 through 5 scale.

On a scale of 1 (not at all severe) through 5 (very severe), please rate how severe you believe the following are in the Ward 6 Community:

Factor	Mean Response	Corresponding Scale Response
Diabetes	3.8	Severe
Cancer	3.6	Severe
Heart Disease	3.7	Severe
Stroke	3.6	Severe
High Blood Pressure	4.1	Severe
Overweight/Obesity	4.0	Severe
Alcohol and Drug Abuse	4.1	Severe
Mental/Behavioral Illness	4.0	Severe
HIV/AIDS	3.8	Severe

Hypertension and alcohol/drug abuse were the items perceived as the most severe (average rating of 4.1). However, these were very closely followed by overweight/obesity, mental/behavioral illness (average rating of 4.0). Approximately 50% of the respondents rated both overweight/obesity and alcohol and drug abuse as "very severe".

### Wellness & Prevention

The awareness of and availability of area wellness and prevention services was assessed as well. Questions were asked about the availability of smoking cessation programs, cancer support programs, and prenatal services among others. The table below outlines the average 1 through 5 ratings for each item (1=very poor; 5=excellent).

On a scale of 1 (very poor) through 5 (excellent), please evaluate the availability of the following wellness and prevention services in the Ward 6 Community:

	1	*
Factor	Mean Response	Corresponding Scale Response
Smoking cessation programs/support	2.5	Fair
Screening programs to prevent cancer (i.e. mammography, prostate exam)	2.8	Fair
Cancer support programs for people living with cancer	2.9	Fair
Programs/education to prevent heart disease	2.8	Fair
Management/support programs for people living with heart disease	3.0	Fair
Programs/education to prevent diabetes	3.0	Fair
Management/support programs for people living with diabetes	3,2	Fair
Women's health/prenatal services	3.5	Good
HIV/AIDS prevention/support programs	3,3	Fair
Alcohol and drug abuse prevention/education programs	2.9	Fair
Programs and services to treat and/or support mental/behavioral illness	2.6	Fair
the second of th	.t	and the second second

The community's rating for the availability of smoking cessation programs and support was the lowest (mean of 2.5), followed by availability of programs and services to treat and/or support mental/behavioral illness (2.6). Again, "don't know" responses were frequent, with between 20-40% of respondents expressing uncertainty about the availability of most of these programs. Respondents reported the highest levels of agreement (16% rated as "excellent") with respect to the availability of women's health/prenatal services and HIV/AIDS prevention/support programs.

### Quality of Life

The questionnaire was not limited to simply the clinical aspects of community health, but also solicited feedback on several quality of life factors, including the quality and availability of recreational activities, neighborhood safety, healthy foods, and public transportation. Similar to other sections on the questionnaire, individuals responded on a 1 through 5 scale with 1=very poor and 5=excellent.

On a scale of 1 (very poor) through 5 (excellent), please rate the quality of each in the Ward 6 Community:

Factor	Mean Response	Corresponding Scale Response
Recreational activities	2.8	Fair
Neighborhood safety	2.9	Fair
Availability of fresh produce and other healthy foods	3.2	Fair
Public Transportation	4.0	Good

The quality of public transportation was rated as "excellent" by 36.6% of respondents. Recreational activities, neighborhood safety, and the availability of healthy foods received the majority of responses in the "fair" category (36.6%, 32.1%, and 27.5% respectively).

### **Qualitative Results**

What are the most significant barriers to accessing healthcare for individuals and families living in the Ward 6 community?

### **Insurance and Financial Constraints**

Respondents repeatedly cited insurance and financial limitations as primary barriers to accessing healthcare. The following verbatim comments reflect these concerns:

- "Cost"
- "Money"
- "No money no car"
- "Finances"
- "Limited income, assist community residents"
- "Medicaid and Medicare not accepted widely"
- "No insurance"
- "The individuals who are not able to obtain health insurance through the state or work"

### Knowledge

Another primary concern expressed by respondents related to a lack of knowledge and information about community resources. Verbatim comments include the following:

- "Limited initiative by residents and lack of advertisement and promotion of resources"
- "One of the most significant barriers would be the fact that it's not well known all the
  options or resources that are in place to access healthcare."
- "Unawareness"
- "Lack of resources and knowledge of community resources"
- "Knowledge of where to go. Quality facilities within the community not just at the large universities that are not located in Ward 6."
- "Lack of information; not having a comprehensive compilation of physicians and health services available"

### **Transportation**

Transportation was listed as a significant barrier by seven respondents. Transportation costs, lack of awareness about transportation assistance, and responsiveness issues are reflected in the following verbatim comments:

- "Transportation costs, especially increasing metro fares"
- "Transportation support not well advertised"
- "Transportation never shows up when I call"

### **Mental Health and Substance Abuse**

Respondents also expressed concern about mental health and substance abuse within the community. The following verbatim comments reflect this problem:

- "Drinking"
- "Drugs"
- "Lack of care for mental health residents"
- "There are no mental health services in SW"

### Lack of Community Resources and Outreach

Respondents reported that a lack of programs, services, and outreach within the community can pose a barrier to healthcare. Verbatim remarks include the following:

- "Community health screenings"
- "Education programs"
- "Health education classes with community doctors"
   "I do not see many health care firms in my neighborhood."
- "Ward 6 is very large. What is available in the waterfront area of ward 6 is completely different across the river and in NE. One thing is certain - there is NO public health awareness that I have seen."
- "There's no hospital in Ward 6 at all"

### Resources for Children and Families

Several respondents remarked about the lack childcare and programs to support families:

- "No program for family"
- "Lack of support for family"
- "No one to care for children"

### Other Barriers

Other barriers expressed by respondents include the following:

- "Hard to get seen by physician"
- "Lack of interest"
- "Lack of education"
- "Fear"
- "Fear of doctors and needles"
- "Follow-up care"
- "Race"

What specific suggestions to you have for area hospitals and public health agencies to improve the quality of healthcare services in the Ward 6 community?

### **Improve Outreach Efforts**

The most frequently echoed response to this question relates to the need for greater outreach and communication efforts by area hospitals and public health agencies. Feedback from respondents includes the following remarks:

- "Outreach through the schools, community settings, expanded community partnerships for exposure."
- "Reach out to residents in the community and let them know what you offer."
- "Awareness of programs via outreach"
- "Promotion of resources and advertisements to residents."
- "Get out in community and educate after survey is taken on important issues"

### Improve Availability of Facilities and Services

Respondents also conveyed a need for more healthcare facilities and services in Ward 6. Recommendations include the following:

- "We need a really nice ambulatory care facility."
- "Better health care need in Ward 6"
- "Health classes"
- "Bring back community health clinics"
- "Community health fairs"
- "Come to us with the services"
- "Health care should be where the community is"
- "Easy access to a clinic on the weekend; driving to other wards to get health care"

### **Provide Mobile Health Services**

Mobile healthcare services were recommended as a means of better serving residents in Ward 6. Specific remarks include the following:

- "Increase mobile clinic services"
- "We need more services like the Georgetown Pediatric Mobile. They're excellent with everything."

### **Enhance Healthcare Workforce**

Several respondents remarked that there is a need for "more employees", "better workers," "more doctors," and "just more help for the hospital".

### **Minimize Wait Times**

Respondents also conveyed that shorter waiting times would help to improve the quality of healthcare delivery. These comments include:

- "Shorter appointment time"
- "Stop making patients wait so long"

### **Improve Post-Discharge Care**

Several respondents expressed concern about post hospital discharge follow-up care, and one alluded to concern about patients being discharged before they are ready. Remarks include the following:

- "Check up on patients to make sure they are well"
- "Check up on the sick once they go home from hospital"
- "Stop sending sick people home too early"
- "Figure out a way to track those with serious health issues"

### **Provide Service to the Uninsured**

Several respondents conveyed concern about care for uninsured individuals:

- "Give healthcare in spite of not having insurance"
- "Attend people regardless of insurance"
- "Whether or not a person has insurance, you should still take them and help them get better"

### **Improve Access to Emergency Care**

Several respondents provided feedback concerning access to emergency care:

- "Speedier ER service"
- "If I was to make a suggestion, it would be to lower the price for a visit to the emergency room."
- "Count how long you have to wait in the emergency room"

### Other

Other comments related to improving the quality of healthcare services include the following:

- "Family members should be able to authorize health care for mental health residents."
- "Partner with resident groups"
- "Home visits"
- "More literature"
- "Promote wellness"

What are the top health priorities that the hospital or public health agencies should address in the Ward 6 community?

The following list summarizes the health priorities listed by questionnaire respondents. The list is organized with respect to frequency that a given priority was listed, and provides the number of respondents who listed each priority.

Health Priority	Number of Respondents
HIV/AIDS	16
Mental Health	13
Substance Abuse (including drug and alcohol)	11
High blood pressure	8
Sexually Transmitted Disease	6
Promoting Healthy Lifestyle	
(nutrition, exercise, recreation, weight loss)	6
Obesity	5
Diabetes	3
Prenatal Care	3
Dental Care	3
Childhood Obesity	2
Stroke	2
Cancer	2
Domestic Violence	2
Teen Pregnancy	
Teen Substance Abuse	<u></u>
Child Abuse	
Heart Problems	<del></del>
Risky Sexual Behaviors	1
Follow-up Care	<u></u>
Addiction Among Seniors	1

Respondents also conveyed the need for a teen crisis center, more public meetings and services for seniors, and healthcare for all residents, including the poor. One respondent offered the following remark: "I really don't know much about these questions. I live in Ward 8. I personally am happy with the care I receive for my five children from GUH mobile van and hospital. And on occasion I have had to come to Ward 6 to the clinic and I am very pleased with the work GUH is doing in Ward 6 community."

### Washington, D.C. Public Health and Community Leader Feedback

A community input session to gather feedback from public health officials and community leaders in the Washington, DC area was held on Monday, December 12, 2011. A total of eight individuals attended and responded to similar questions posed during the community input session attended by area residents. The following is a summary of their responses.

Most significant healthcare barriers in the District of Columbia

When asked about the most significant healthcare barriers in the District of Columbia, the group provided a variety of responses. They reported that unemployment and underemployment results in a lack of health insurance among some area residents. Access to healthcare providers is seen as a barrier, either because of a lack of transportation, or because appointment hours are not convenient. Individuals with mental health and/or substance abuse issues may have even more difficultly accessing services. It was observed that some individuals do not have a continuous relationship with a primary care physician or other healthcare provider, preventing them from getting recommended screenings and managing their conditions. Respondents noted that some patients do not know how to navigate the Medicaid system; if they are auto-enrolled, they may not be connected with a provider that meets their specific or ongoing needs.

The respondents also felt that a failure to be proactive in addressing healthcare needs was a barrier for some. For instance, an individual may be afraid of finding out that they have a condition, perhaps because they would not be able to afford treatment. Some individuals may neglect their personal healthcare because they do not see themselves as vulnerable to a particular disease or condition. The group reported that screenings and wellness programs are regularly offered, but are often poorly attended. Respondents also perceived that there is sometimes uncertainty about the proper steps to take in a crisis. For example, an individual may call a family member – not 911 – when they think they are having a stroke.

Suggestions to improve the quality of healthcare services in the community

Improving access to primary healthcare providers within the community was a main suggestion communicated in response to this question, and respondents observed that there are not enough Federally Qualified Health Centers. They suggested that community health workers and health advocates could be trained and utilized to build relationships with residents to communicate healthcare education, connect patients with providers, and help people to navigate the insurance/Medicaid system. They suggested that this communication must be multi-faceted to reach people at all levels: the various languages, cultures, and literacy levels of people in the community should all be considered. Information could be disseminated through a variety of community organizations: the Health Department, The United Way, Health and Human Services Agencies, religious institutions, and others.

Top health priorities that can be addressed

The group reported that obesity is the primary health priority in the community. Because it is a common risk factor, addressing obesity has the potential to substantially reduce the rates of many chronic diseases. Other priorities mentioned by respondents included HIV/AIDS, infant mortality and adequate prenatal care, mental and behavioral health, hypertension, nutrition, end-stage renal disease, hypercholesterolemia, and homelessness. It was suggested that a focus on health behaviors will affect many of these issues. Other priorities mentioned by the group included palliative care, improving health literacy among community members, and improving cultural competence among providers.

### **Concluding Thoughts**

As next steps, it is suggested that Georgetown University Hospital and its partners examine the key health priorities and barriers, evaluate the scope of these issues and determine its greatest ability to impact for change. These key issues will serve as the platform for future implementation planning.

### Questionnaire

### **ACCESS TO CARE/SERVICES**

 On a scale of 1 (strongly disagree) through 5 (strongly agree), please rate each of the following statements:

HEALTHCARE	Strongly disagree←→Strongly agree
a) Residents in the Ward 6 community are able	☐1 ☐2 ☐3 ☐4 ☐5 ☐6
to access a primary care physician or other health care provider (family doctor; general practitioner; internist; pediatrician).	Don't know
b) Residents in the Ward 6 community are able to access a medical specialist (oncologist, cardiologist).	□1 □2 □3 □4 □5 □6 Don't know
<ul> <li>c) Residents in the Ward 6 community are able to access a dentist when needed.</li> </ul>	☐1 ☐2 ☐3 ☐4 ☐5 ☐6 Don't know
<ul> <li>d) Residents in the Ward 6 community have access to transportation for medical appointments.</li> </ul>	1 2 3 4 5 6 Don't know
e) There are a sufficient number of physicians and other health care providers accepting Medicaid or other forms of medical assistance in the Ward 6 community.	☐1 ☐2 ☐3 ☐4 ☐5 ☐6 Don't know
<li>f) There are a sufficient number of bilingual physicians and other health care providers in the Ward 6 community.</li>	☐1 ☐2 ☐3 ☐4 ☐5 ☐6 Don't know
<ul> <li>g) Health prevention, screening and wellness are promoted well in the Ward 6 community.</li> </ul>	□1 □2 □3 □4 □5 □6 Don't know

### **KEY HEALTH ISSUES**

On a scale of 1 (not at all severe) through 5 (very severe), please rate how severe a problem you believe the following are in the Ward 6 community.
 Not at all severe ←→ Very Severe

a) Diebeter	Not at all severe ← → Very Severe
a) Diabetes	$\square$ 1 $\square$ 2 $\square$ 3 $\square$ 4 $\square$ 5
b) Cancer	
c) Heart Disease	
d) Stroke	
e) High Blood Pressure	
f) Overweight/Obesity	
g) Alcohol and Drug Abuse	
h) Mental/Behavioral Illness	
i) HIV/AIDS	
L 1) HIVIAIDS	12345

	MedStar Georgetown University Hospital						
	QUALIT	Y OF L	IFE				
2							
o.	On a scale of 1 (very poor) through 5 (excellent)	), pleas	e rate	the qu	ality of	each i	n the Ward 6
COI	initiality.	\/o	D/ DOO	-	, ,		
N	EIGHBORHOOD/ENVIRONMENT		гу роо	<u> </u>	$\leftarrow \rightarrow$		Excellent
	a) Recreational activities		71	<u> </u>	<u> </u>	<b>1</b> 4	
<u> </u>	b) Neighborhood safety		<u> </u>	<u> </u>	□3	<u> </u>	<u></u>
	<ul> <li>Availability of fresh produce and other heal foods</li> </ul>	thy	]1	2	3	4	<u></u> 5
L	d) Public Transportation		]1	2	<u></u> 3	<u></u> 4	<b>□</b> 5
	MELL MESO						
	WELLNESS &	PREVE	NTIO	<u> </u>			
	On a scale of 1 (very poor) through 5 (excellent following wellness and prevention services in the	e Ward	se eval l 6 con	uate th	ne avai y.	lability	of the
	Ven	y poor	<u>+</u>	<del>)</del> [	Excelle	nt	
a)	Availability of smoking cessation programs/support.	1	2	□3	<b>□</b> 4	<u></u> 5	<u>6</u>
b)	Availability of screening programs to prevent	<del> </del> _				<del></del> _	Don't know
	cancer (i.e., mammography, prostate exam)	''	2	<u> </u> 3	∐4	<u></u> 5	□6 Dom't language
c)	Availability of cancer support programs for	11	<b>□</b> 2	<u> </u>	74	<b>П</b> 5	Don't know □16
	people living with cancer.				٠.		Don't know
d)	Availability of programs/education to prevent		2	3	<u>4</u>	<u></u> 5	<u> </u>
۱۵	heart disease.  Availability of management/ support	<del> </del>					Don't know
c,	programs for people living with heart disease.	📖 1	<u>∟</u> 2	3	∐4	<b>□</b> 5	6
a)	Availability of programs/education to prevent	1		<u> </u>	<u> </u>		Don't know
	diabetes.	''	L2	ு	<u></u>	□5	☐6 Don't know
b)	Availability of management/ support		<u> </u>	П3	<u> </u>	<u> </u>	
- \	programs for people living with diabetes.					•	Don't know
C)	Availability of women's health/prenatal services.	1	<u>2</u>	3	<u></u> 4	<u></u> 5	<u>6</u>
d)	Availability of HIV/AIDS prevention/support				<del></del>		Don't know
٦,	programs.	🗀 1	∐2	∐3	<u></u> 4	□5	☐6 D== t
e)	Availability of alcohol and drug abuse	<u> </u>	<u> </u>	<u></u>	<u>4</u>	<u></u> 5	Don't know
	prevention/education programs.				<b></b> 1⁴	பு	⊔ு0 Don't know
f)	Availability of programs and services to treat	1	2	3	<u>4</u>	<u></u> 5	
	and/or support mental /behavioral illness						Don't know

### **ROUNDTABLE DISCUSSION QUESTIONS**

- 1. What are the most significant barriers to accessing health care for individuals and families living in the Ward 6 community?
- 2. What specific suggestions do you have for area hospitals and public health agencies to improve the quality of health care services in the Ward 6 community?
- 3. What are the top health priorities that the hospital or public health agencies should address in the Ward 6 community?

### Exhibit 12



Hospital ₩ MedStar Health Policy: Accommodations for

Individuals with Special Needs N

Effective Date: May 1, 2003

Revised Date: April 1, 2005

Revised Date: November 21, 2011

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Alllsm

Richard Goldberg, MD

### Purpose

To provide guidance to all Georgetown University Hospital personnel on identifying and handling situations in which reasonable accommodations may be necessary and/or required for disabled patients, visitors, associates or job applicants.

### **Policy Statement**

Georgetown University Hospital is an equal opportunity employer. It is committed to treating individuals with disabilities in a fair, lawful and equitable manner; thereby providing them with the same employment opportunities, terms and conditions, benefits and privileges as individuals without disabilities, as required by applicable federal, state or local laws. This commitment extends to individuals who are current associates or job applicants. In addition, Georgetown University Hospital is committed to ensuring that its facilities are accessible for entry and use by disabled patients, visitors or others with whom Georgetown University Hospital conducts business.

In order to carry out these commitments, Georgetown University Hospital will, among other things, provide disabled individuals with reasonable accommodations to apply for employment, participate in the interview process, perform essential job duties in positions for which they are hired, and attend meetings or other business functions. Further, Georgetown University Hospital will also seek to identify and implement changes to its facilities that provide disabled individuals, such as patients and visitors, with appropriate access as required by federal, state or local laws.

Georgetown University Hospital prohibits the use of an individual's physical or mental disability, need for a reasonable accommodation, or relationship with a disabled individual as determining factors in making employment or business decisions. Rather, such decisions should be based on objective criteria, such as an applicant's or associate's skills and other job or business-related factors.



Policy: Accommodations for

Individuals with Special Needs

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IMPORTANT: Individuals with disabilities may be covered by the Americans with Disabilities Act, the Family & Medical Leave Act, workers' compensation laws and other state or local laws. Therefore, managers, supervisors and associates should seek advice from Georgetown University Hospital Human Resources and, where appropriate, the Legal Department for assistance in understanding and complying with Georgetown University Hospital's legal obligations towards such individuals.

### Scope of Policy

This policy applies to all associates. In certain situations, all or part of this policy may also be applicable to contract employees, independent contractors and any agents or representatives performing work for or on behalf of Georgetown University Hospital. Such coverage issues should be discussed with Human Resources.

If the provisions of this policy differ from the requirements of a collective bargaining agreement, contact Human Resources for guidance as to which requirements should apply. Such a determination will be made in accordance with applicable federal law. Where federal, state or local laws contain mandatory requirements that differ from those found in this policy, such laws/regulations would prevail.

### **Definitions**

The definitions provided below are intended to serve as a general guide for managers, supervisors and associates to better understand this policy. To the extent that federal, state or local laws or regulations provide for different definitions of the terms listed in this policy, such laws or regulations will prevail.

### I. Disability

A physical or mental impairment that substantially limits one or more major life activities or major bodily functions. Major life activities include, but are not limited to, caring for oneself, performing manual tasks, seeing, hearing, eating, sleeping, walking, standing, lifting, bending, speaking, breathing, learning, reading, concentrating, thinking, communicating, and working. Major bodily functions include but are not limited to, functions of the immune system, normal cell growth, digestive, bowel, bladder,



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neurological, brain, respiratory, circulatory, endocrine, and reproductive functions. An impairment that is episodic or in remission is a disability if it would substantially limit a major life activity when active.

### II. Essential Job Functions

Job duties that are the fundamental, central, necessary or core duties of a job, and which must be performed by an associate with or without reasonable accommodations.

### III. Individual with a Disability

An individual who (1) has a physical or mental impairment that substantially limits one or more major life activities, (2) is regarded as having such an impairment even though no actual impairment exists, or (3) has a record of such an impairment (i.e., medical record, evaluative tests, educational records).

### IV. Marginal Job Functions

Job duties that are incidental to a job position, and are not fundamental, central or core. They can be eliminated, modified or reallocated without significantly changing the nature of the job itself.

### V. Public Accommodation

A facility that affects commerce and falls into one of the categories listed in the regulations to Title III of the Americans with Disabilities Act (i.e., hospitals, restaurants, theatres).

### VI. Qualified Individual with a Disability

An individual with a disability who satisfies the requisite skill, experience, education and other job-related requirements of a position and who, with or without a reasonable accommodation, can perform the essential functions of the job.

### VII. Reasonable Job Accommodation



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A change in the work environment, to a job itself or in the manner in which things are customarily done in the workplace that effectively enables an individual with a disability to enjoy equal employment opportunities (i.e., provide sign language interpreter to assist in the interview process, provide Braille keyboard or other equipment, provide a modified work schedule).

### VIII. Undue Hardship

A significant difficulty or expense imposed upon an employer by providing an accommodation for a disabled individual. This refers not only to significant financial expenses, but also to accommodations that create a substantial, extensive disruption to the business. If an undue hardship (as defined by applicable law) exists, the accommodation need not be provided, but alternative accommodations should still be evaluated.

### Responsibilities

### I. Management

Be sensitive to associates, job applicants, patients, visitors and others who have special needs due to physical and/or mental disabilities.

Try to identify and offer assistance to associates whose work performance may be affected by a physical or mental disability for which a reasonable accommodation may be necessary (i.e., ask whether there is an accommodation that could be effective in improving work performance).

Avoid inquiring about a job applicant's or associate's disability or treatment for a disability unless otherwise instructed by Human Resources and/or the Legal Department.

Contact Human Resources and, where appropriate, the Legal Department for advice on handling situations where individuals with disabilities are in need of accommodations.



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Ensure that associates act professionally and appropriately towards individuals with disabilities, whether they are co-workers, patients or visitors.

Occupational Health Services, Human Resources, and/or the Legal Department, will help to ensure that appropriate steps are taken to provide reasonable accommodations needed by associates (i.e., leaves of absence, special equipment, modified work schedule, , opportunity to seek an alternative position within Georgetown University Hospital).

Help to ensure that job applicants with disabilities are provided with reasonable accommodations to participate in the interview process.

Inform your department leader, Occupational Health Services and/or Human Resources if you believe that you need a job accommodation due to a disability.

Make every reasonable effort to maintain the confidentiality of information related to the disability (or medical treatment) of a job applicant, associate or patient.

Do not use an individual's disability status or relationship with someone who is disabled as a factor in making employment or business-related decisions.

Alert Human Resources of any concerns that a Georgetown University Hospital facility does not afford individuals with disabilities appropriate access (i.e., absence of Braille signs to identify rooms/offices used by the public) to employment opportunities.

### II. Associates

Be sensitive to associates, job applicants, patients, visitors and others who have special needs due to physical and/or mental disabilities.

Act professionally and appropriately towards individuals with disabilities, whether they are co-workers, patients, or visitors.

Inform your supervisor, department leader, Occupational Health Services and/or Human Resources if you believe that you need a job accommodation due to a disability.



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Alert Human Resources of any concerns that a Georgetown University Hospital facility does not afford individuals with disabilities appropriate access (i.e., absence of Braille signs to identify rooms/offices used by the public).

Make every reasonable effort to maintain the confidentiality of information related to the disability (or treatment) of a job applicant, associate or patient.

### III. Human Resources

Serve as a resource for managers, supervisors and associates in need of assistance or information regarding situations involving special needs or accommodations for disabled individuals.

Working with Occupational Health Services, assist in the process of identifying reasonable accommodations for disabled job applicants or associates.

Ensure that if a disabled associate cannot be accommodated in his/her current position, he/she is then given a reasonable opportunity to apply for vacant positions within Georgetown University Hospital.

Make every reasonable effort to maintain the confidentiality of information related to the disability (or treatment) of a job applicant, associate or patient.

### IV. Occupational Health Services

Advise managers, supervisors and associates in need of assistance or information regarding situations involving special needs or accommodations for disabled associates.

Working with Human Resources, assist in the process of identifying reasonable accommodations for disabled job applicants or associates.

Serve as Georgetown University Hospital's direct contact with associates' and job applicants' physicians for purposes of gathering relevant medical information to assess the need for a reasonable accommodation.

Where appropriate, arrange for independent medical evaluations to assess an associate's or job applicant's need for a reasonable accommodation.



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In accordance with department practices, maintain confidential medical files for associates and job applicants that include information regarding their need for a reasonable accommodation, the steps taken to assess that need and the outcomes of such assessments.

Make every reasonable effort to maintain the confidentiality of information related to the disability or treatment of a job applicant or associate.

### Exceptions

Exceptions to this policy should be identified on a case-by-case basis with the advice and counsel of the Human Resources and Legal Departments.

A possible exception can arise where a requested accommodation, either by a job applicant or an associate, creates an "undue hardship." As described in the Definition section of this policy, an undue hardship may arise when an accommodation would create a significant disruption to the business operations and/or impose a significant expense on the employer. Whether an undue hardship exists within the meaning of the applicable law should be assessed by the Legal Department.

### What Constitutes Non-Compliance

Generally, non-compliance with this policy should be identified on a case-by-case basis with the advice and counsel of the Human Resources and Legal Departments.

### Consequences of Non-Compliance

Certain acts of non-compliance with this policy may violate the Americans With Disabilities Act or other federal, state or local laws. Such laws carry penalties with them, including, but not limited to compensatory and punitive damages, payment of attorney's fees, reinstatement to employment, and other items that can be quite costly. Non-compliance may also lead to disciplinary actions, up to and including dismissal.



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### Explanation and Details/Examples

### I. Accommodating Disabled Job Applicants and Candidates

### A. Reasonable Accommodations

Some job applicants who are disabled may be in need of reasonable accommodations in order to apply and/or interview for available job positions. If a department leader, supervisor or associate involved in the application/interview process is aware that a job applicant has a particular need for an accommodation, he/she should immediately notify Human Resources for advice and assistance on providing a reasonable accommodation.

For example, a job applicant with a visual disability may need assistance completing a written application or an applicant with a hearing disability may need assistance in participating in an oral interview (i.e., providing a sign language interpreter). Such individuals should not be automatically excluded from the application/interview process as a result of their special needs. Rather, those involved in the application/interview process should determine whether they can provide effective assistance or, if they cannot, contact the Human Resources, Occupational Health & Safety and/or Legal Departments for advice on what should be done to address the special needs of the disabled individual.

### B. Guidelines for Conducting Interviews

Department leaders, supervisors and associates who are involved in interviewing and/or hiring job candidates should ask questions and make decisions on job-related criteria and focus on the candidate's qualifications to perform the job, either with or without a reasonable accommodation. In other words, neither the existence of a candidate's disability nor the need for a reasonable accommodation should be factors in considering his/her request for an accommodation to engage in the interview process, or in considering him/her for hire.



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As explained above under the "Exceptions" section of this policy, where the requested accommodation creates an "undue hardship" Georgetown University Hospital would not be required to provide it. However, alternative accommodations should be considered to determine whether another reasonable accommodation could still be provided. See below Hiring Decisions (Step 2). Any possible exceptions should be discussed with Human Resources and/or the Legal Department.

- C. Interview questions and discussions should focus on:
  - Requirements and job duties of the position
  - Ability to perform required job duties
  - Job skills and knowledge
  - Relevant work experience
  - Relevant educational experience
  - Completion of any necessary certifications or licensing requirements
- D. Interview questions and discussions should not address:
  - Physical or mental disabilities
  - Treatment/prescriptions for a disability
  - Broad questions about medical impairments
  - Workers compensation history
  - The need for a job accommodation, unless (1) such a question is asked of all applicants for the position, (2) it is reasonably obvious that the candidate has a disability that could require an accommodation in order to perform specific job functions, or (3) the candidate volunteers that an accommodation is necessary to perform specific job functions (see below Hiring Decisions)



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- > Age, race, color, creed, national origin, citizenship, political affiliation, religion, sex, sexual preference or orientation
- Marital status, number or ages of children, child care arrangements)
- Height or weight
- Garnishment record
- Housing/transportation arrangements
- Arrest record
- Any other legally protected category

**IMPORTANT**: Individuals involved in the interview process should document interviews using job-related factors and retain those documents in accordance with the Georgetown University Hospital Record Retention Policy.

### E. Hiring Decisions

Hiring decisions should be based on job-related criteria. As explained above, the existence of an individual's physical or mental disability and/or need for a reasonable job accommodation should not be factors in hiring decisions. Similarly, an individual's relationship with someone who is disabled (i.e., a disabled parent or child) should not be a factor in making hiring decisions.

With assistance from Human Resources, a manager or other individual involved in the hiring process who is aware that a disabled individual is in need of an accommodation in order to perform the duties of a job position, should take the following steps:



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### ➤ Step 1

Determine whether the individual's disability requires a reasonable accommodation to perform or "essential" job functions. If only marginal job functions are involved, the required accommodation(s) generally must be provided, or the individual may need to be relieved from performing such functions. A review of the relevant job description can be helpful in determining which job duties are marginal and which are essential.

IMPORTANT: A disabled individual generally cannot be excluded from employment due to his/her inability to perform marginal job functions, with or without a reasonable accommodation. Rather, an employer can be required to provide reasonable job accommodations that allow the associate to perform marginal functions or, in the alternative, such functions must be eliminated as a job duty of the disabled associate's position (i.e., marginal functions can be reallocated to co-workers).

### ➤ Step 2

If essential job functions are involved, determine what, if any, reasonable accommodation(s) can be provided that are effective in allowing the disabled individual to perform the job functions, without causing an "undue hardship." Occupational Health Services and Human Resources should be consulted on this determination.

### Step 3

If a reasonable accommodation can be provided without creating an undue hardship for the hiring unit, then the candidate should be considered for hire in the same manner as other non-disabled candidates (i.e., based on job-related criteria). If, however, no reasonable accommodation is available, and/or an undue hardship would arise from providing the accommodation, the candidate need not be considered for hire. In such cases, the candidate should be encouraged to explore other job positions with Georgetown University Hospital that he/she can perform with or without a reasonable job accommodation.



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IMPORTANT: Georgetown University Hospital recognizes that the determinations described above can be complex and involve important legal obligations. Therefore, Georgetown University Hospital encourages individuals involved in the interview and hiring processes to contact Human Resources and/or the Legal Department for assistance. Further, in some cases, it may be necessary to obtain medical information regarding the candidate's disability status and/or the need for an accommodation. As a result, Occupational Health Services can assist in obtaining such information while maintaining its confidential nature.

### II. Accommodating Associates with Disabilities

### A. Associates with Disabilities

Federal, state and/or local laws, as well as Georgetown University Hospital policy, require that managers and supervisors with knowledge that an associate requires an accommodation to perform his/her job duties engage in an evaluation as to what, if any, reasonable accommodation can be provided. Generally, only those accommodations that are reasonable and do not result in an undue hardship (as defined by law) to Georgetown University Hospital are required. Each associate's needs are different and, therefore, each evaluation must be conducted on a case-by-case basis.

Department leaders should seek the assistance of Occupational Health Services, Human Resources, and/or the Legal Department in conducting job accommodation evaluations. In some cases, it may be necessary to involve external resources to explore the availability and feasibility of certain accommodations. Further, it is helpful that the associate and/or the treating physician be actively involved in accommodation discussions, as they can provide useful information regarding what accommodations may be effective.

### B. Types of Reasonable Accommodations

Most associates do not need accommodations. However, it is often the case that when they do, the costs are often minimal and offset by the increased productivity of the associate.



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It is important to remember that reasonable accommodations are those that enable the associate to perform the essential functions of his/her job; they are not intended to eliminate essential job functions. An associate who is provided reasonable job accommodations should be held to the same job performance standards as other non-disabled associates.

Reasonable job accommodations can take many forms. Some examples can include, but are not limited to, the following:

- Providing special equipment (i.e., Braille keyboard)
- Modifying the workplace (i.e., moving furniture to allow access for wheelchair users)
- Modifying the job itself (i.e., altering the time/manner in which reports must be completed)
- Modifying job functions
- Providing a modified work schedule (i.e., flex time so that the associate can attend medical treatment sessions)
- > Providing a leave of absence (i.e., personal, medical or other leave so that the associate can obtain treatment and/or for recuperation)
- Making arrangements to allow for the disabled associate's participation in social and business activities equal to that of non-disabled individuals (i.e., selection of a site for a holiday party/business meeting that is wheelchair accessible)
- Reassignment to another available position (i.e., temporary or permanent transfer to an available position thatdoes not require the creation of a new position)



Policy: Accommodations for

Individuals with Special Needs

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IMPORTANT: Not every accommodation is reasonable for every given situation. Each case must be reviewed individually to ensure that the accommodation is effective and does not cause an undue hardship. When no accommodation is available for the associate's current position, the associate should be provided a reasonable amount of time and assistance from Human Resources to apply and be considered for other available, or soon to be available, job positions within Georgetown University Hospital that he/she is qualified to perform, with or without a reasonable accommodation.

**REMEMBER**: Reasonable accommodations must be considered and, in the appropriate cases, provided to disabled associates regardless of whether the associate's disability was caused by an on-the-job illness or injury, or whether it is also covered by the Family & Medical Leave Act.

### Confidentiality

Any associate with knowledge of and/or access to information about associate medical conditions, physical and mental disabilities must keep such information confidential, consistent with Georgetown University Hospital policies and practices. Such information will be disclosed on a strict "need to know" basis for business-related reasons and/or as required by law.

For advice on whether a situation warrants the disclosure of such information regarding a particular associate, consult the Human Resources and/or Legal Departments.

### Accommodations to the General Public

To the extent that a Georgetown University Hospital facility is considered a "public accommodation" within the meaning of applicable federal, state or local laws, Georgetown University Hospital must take steps to ensure that disabled individuals have access to the facility and its services. In such cases, managers should contact the Legal Department to determine what, if any, measures should be taken to allow for such access and use.



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### **Related Policies**

- FMLA- Family & Medical Leave Act
- Equal Opportunity Policy
- Employment-Related Records

### Procedures which are Absolutely Linked to the Policy

Occupational Health & Safety procedures for managing associate and applicant medical conditions.

### Legal Reporting Requirements

Not applicable.

### Right to Change or Terminate Policy

This policy should be modified with the advice of Human Resources and Occupational Health Services, and pursuant to the review and approval of the Legal Department.

# Exhibit 13

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# Exhibit 14

# MedStar Georgetown University Medical Center

Washington, DC

has been Accredited by



## The Joint Commission

Which has surveyed this organization and found it to meet the requirements for the

### **Hospital Accreditation Program**

April 16, 2011

Accreditation is customarily valid for up to 36 months.

Isabel V. Hoverman, MD, MACP Chair, Board of Commissioners Organization ID #: 6309 Print/Reprint Date: 06/15/11

Mark R. Chassin, MD, FACP, MPP, MPH

The Joint Commission is an independent, not-for-profit, national body that oversees the safety and quality of health care and other services provided in accredited organizations. Information about accredited organizations may be provided directly to The Joint Commission at 1-800-994-6610. Information regarding accreditation and the accreditation performance of individual organizations can be obtained through The Joint Commission's web site at www.jointcommission.org.







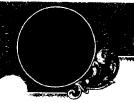


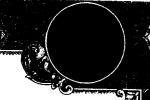


This reproduction of the original accreditation certificate has been issued for use in regulatory/payer agency verification of accreditation by The Joint Commission. Please consult Quality Check on The Joint Commission's website to confirm the organization's current accreditation status and for a listing of the organization's locations of care.

# Exhibit 15

### **CERTIFICATE OF LICENSURE**





### GOVERNMENT OF THE DISTRICT OF COLUMBIA DEPARTMENT OF HEALTH



## HEALTH REGULATION AND LICENSING ADMINISTRATION HEALTH CARE FACILITIES DIVISION

### Certificate of Licensure

Pursuant to D. C. Law 5-48 and 22 DCMR, Public Health and Medicine Licensure is Granted to:

Richard L. Goldberg, MD
To Maintain and Operate: Georgetown University Hospital
Located at: 3800 RESERVOIR RD NW, WASHINGTON, D.C.

is a General Hospital with an authorized total capacity of 609 beds for the period of October 1, 2012 through September 30, 2013, with the beds in the following categories:

Medical/Surgical: 339

ICU/CCU: 74

OB/GYN: 62 Nursery: 24

Neonatal Intensive Care: 50

Pediatrics: 46

Alcohol/Chemical Dependency: 0

Rehabilitation: 0

Psychiatric: 14

License Number: HFD01-0188

Mohammad N. Akhter, MD, MPH

Director

JUL 1 3 2012

This license is required to be framed under clear glass or plastic and posted in a conspicuous place in the main lobby or administrative office of the licensed premises.

It is valid only for the licensee(s) and premises named above, and only for the period specified and is not transferable.

This Hospital has affirmed its compliance with Title VI of the Civil Rights Act of 1964

01370





# Exhibit 16



# MEDSTAR GEORGETOWN UNIVERSITY HOSPITAL\* RULES AND REGULATIONS OF THE PROFESSIONAL STAFF

Adopted July 1, 2000

First Revision March 20, 2001

Second Revision June 26, 2007 Third Revision June 24, 2008

Fourth Revision November 26, 2008

Fifth Revision July 28, 2009

Sixth Revision December 21, 2010

MedStar Georgetown University Hospital is a trade name of MedStar-Georgetown Medical Center, Inc., a District of Columbia Corporation, effective July 1, 2000.

### MEDSTAR GEORGETOWN UNIVERSITY HOSPITAL RULES AND REGULATIONS OF THE PROFESSIONAL STAFF

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## MEDSTAR GEORGETOWN UNIVERSITY HOSPITAL RULES AND REGULATIONS OF THE PROFESSIONAL STAFF

### **PREFACE**

These Rules and Regulations for the Professional Staff incorporate by reference many Hospital policies and protocols, which are applicable to individuals who provide health care services under the Professional Staff Bylaws of the Hospital. These Hospital policies and protocols are approved by the Medical Executive Committee (MEC) and are reviewed and amended on a regular basis. When it appears that a Hospital policy or procedure is applicable to some act or action, please refer to the Hospital Policy and Procedure Manual for current requirements.

### I. Attending Practitioner and Patient.

- Standards of Care. Each practitioner shall render care for the patient in accordance with the standards for his profession, and policies and protocols of the Hospital, Professional Staff, and departments. He/She will also comply with applicable standards of law, regulations, and accreditation for all patients treated at the Hospital.
- 1.2 Attending Practitioner. Each patient at the Hospital shall be attended by one practitioner (the "attending practitioner") with appropriate clinical privileges who shall: (i) provide for or supervise the professional care and treatment of the patient; (ii) manage the patient's care under orders by himself or others; and (iii) supervise prompt and accurate completion of the medical record. Whenever the attending practitioner responsibilities are transferred to another practitioner, a note covering the transfer of responsibility shall be entered into the medical record and acknowledged by the practitioner or designee to whom the case is transferred.
- 1.3 Patient Coverage. If the attending practitioner is unavailable to manage the care of the patient for any period of time while the patient is in the Hospital, the attending practitioner shall make arrangements with another practitioner with appropriate clinical privileges for coverage of the patient's care. The attending practitioner shall insure that the name of the covering practitioner is readily available to the Hospital staff. During the coverage period, the covering practitioner shall have the responsibilities of an attending practitioner for the care of the patient.
- 1.4 Patients without Private Practitioner. A Hospital patient who does not have a practitioner at the time of admission or treatment may choose, or will be assigned to, an attending practitioner in the Department in which the patient is being treated. The Chair of each department shall maintain a roster of the available practitioners. Each Department will develop a method for rotational assignment of patients to practitioners on the roster.
- **Admission.** A patient may be admitted to the hospital only by an attending practitioner on the Professional Staff who has admitting privileges. All practitioners shall be governed by the admitting policy and requirements of the hospital.

- 1.6 Consultation. The attending practitioner shall request and obtain consultations from other practitioners with clinical privileges as needed for the appropriate diagnosis, care and treatment of the patient. The consultant shall review the patient's medical record and shall record the findings and recommendations of the consultation per Hospital Policy #141 Inpatient Consultations.
- 1.7 Treatment Diagnosis. The attending practitioner shall enter a provisional diagnosis or valid reason for treatment or for admission to the Hospital in the medical record at the time of the treatment or admission. In an emergency, the reason for treatment or admission shall be recorded as soon as possible after treatment or admission.
- 1.8 Specialty Care. Admission of patients to specialty care units such as an, Intensive Care Unit, Obstetrics and Gynecology, Pediatrics and Psychiatry shall be based on the admission policy of each unit, patient needs, availability of beds and attending practitioner preferences.
- 1.9 Intervention Services. If the attending practitioner believes that a patient being treated at the hospital may constitute a danger to himself or to others, the practitioner shall obtain intervention services for the patient through the Department of Psychiatry. Reference Hospital Policy #106: Suicide Precautions for General and Pediatric Units.
- 1.10 Management of Health Care Resources. The attending practitioner is responsible for the management of the utilization of health care resources for his patient during the period of treatment or hospitalization. The practitioner must document the need for continued hospitalization in the medical record.
- 1.11 Discharge orders. The attending practitioner or designee shall write a discharge order for each patient being discharged and shall ensure that the discharged patient receives post-discharge instructions. Reference Hospital Policies #155: Discharge of Patients and No. 201: Patient and Family Education.
- 1.12 Patient Acting Against Medical Advice (AMA). If a patient leaves the hospital without a discharge order or refuses necessary medical care, against the advice of the attending practitioner, a notation of the incident shall be made in the patient's medical record. The patient shall be requested to sign an acknowledgment that he is leaving or acting against medical advice. The practitioner will make reasonable efforts to inform the patient of the possible consequences of his or her actions, which are against medical advice, and shall document the circumstances and the patient's decision or action in the medical record. Reference Hospital Policy # 16: Release of Patient Against Advice.
- 1.13 Patient Death. In the event of a patient's death, the deceased shall be pronounced dead by the attending practitioner, or his designee. The attending practitioner or his designee shall complete the appropriate portions of the death certificate as soon as possible. For all deaths, the Washington Regional Transplant Consortium shall be notified. Reference Hospital Policies #121: Death of a Patient and #119: Organ and Tissue Donation and Required Request Policy.
- 1.14 Autopsy Requests. Attending practitioners shall request permission for autopsies, as appropriate. Except for cases referred to the Chief Medical Examiner, an autopsy may be performed only with consent obtained in accordance with District of Columbia

- law. Autopsies shall be performed by the hospital pathologist, or by a practitioner delegated this responsibility. The final report of the autopsy will be made part of the patient's medical record. Reference Hospital Policy #121: Death of a Patient and Policy #118 Consent for Post Mortem Examination
- 1.15 Patients' Privacy Rights. Each practitioner must respect the right of the patient to be treated with the appropriate level of privacy. The attending practitioner may limit or restrict a patient's visitors if necessary to protect the health of the patient. Reference Hospital Policy #456: Confidential Patient Information and Patient Privacy, #3: Visitors to Patients and #18: Members of the Patient's Family Remaining Overnight.
- Allied Health Professionals. If a practitioner employs a licensed health care worker who has patient care privileges at the Hospital, but who is not permitted to attend the patient without supervision by the practitioner, (referred to as an "Allied Health Professional"), it is the practitioner's obligation to provide appropriate supervision and coverage for that AHP. If the AHP has one or more patient care privileges that require on-site supervision, it is the obligation of the practitioner to provide on-site supervision whenever the AHP performs the designated procedure.

### II. Patient Medical Records.

- 2.1 Medical Records Policy. The Hospital is required by law to maintain, preserve, protect the confidentiality of, and produce copies of medical records for each of its patients in accordance with state and federal law. Access to health care information about a patient in the Hospital's medical record is restricted to those individuals who need the information for the medical care and treatment of the patient, or for other purposes permitted by law. The Hospital policies and procedures for the preparation, maintenance, use and disclosure of medical records ("medical record policy") should be reviewed and followed. Reference Hospital Policies #403: Control and Maintenance of Medical Records, Policy #410 General Use and Disclosure of Protected Health Information, and #456: Confidential Patient Information and Patient Privacy.
- 2.2 Obligations of Attending Practitioner. The attending practitioner is responsible for the preparation of the medical record for each of his patients to ensure that the medical record is adequate to provide for continuity of patient care and that it meets legal and medical record policy requirements. At all times while the patient is being treated at the Hospital, the medical record shall be maintained on a current basis to identify the patient, support the diagnosis, justify the treatment, document the course of treatment and results, and facilitate continuity of care among health care providers. For patients admitted to the Hospital, progress notes shall be written by the attending practitioner or designee at least daily. Reference Hospital Policy #. 404: Medical Record Documentation.
- 2.3 Obligations of Consultants and Other Practitioners. A consultant or other practitioner who consults on or participates in the health care of a patient for the diagnosis, treatment, or management of the patient while the patient is being treated at the Hospital shall make appropriate entries in the medical record to document the acts and findings of the consultant or practitioner in regard to the medical care and treatment of the patient. The medical record entries of the consultant or other practitioner must be made in a timely manner, in accordance with the patient's

clinical condition, in order to maintain continuity of care for the patient and Policy #141 Inpatient Consultations

- 2.4 Authentication of Entries. Each entry in the medical record by a practitioner must be authenticated, timed and dated. Authentication means to establish authorship by written signature or initials, or by some other means such as computer code or rubber stamp, subject to provisions of the medical record policy.
- 2.5 Orders. All orders for tests or treatment of the patient shall be entered in writing in the medical record.
  - 2.5.1 Telephone and Verbal Orders. A practitioner may issue telephone orders to a House Officer or, in the absence of a House Officer, a registered nurse or registered pharmacist per Policy #109 Diagnostic and Therapeutic Orders Verbal and telephone orders should be signed as soon as possible with the exception of restraint orders which must be signed within an hour per Hospital Policy #127 Use of Physical Restraints..
- 2.6 Failure to Complete Medical Record Abeyance Action. Any practitioner who fails to make timely entries in the medical record in accordance with law and the medical record policy will be subject to an abeyance action under the Professional Staff Bylaws.
- 2.7 Special Treatment Orders. Orders relating to special diagnostic, treatment or other procedures, such as restraints, seclusion, administration of chemotherapy drugs, withholding or withdraw of life sustaining procedures, etc., shall be entered in accordance with specific policies and protocols applicable to those procedures. Reference Hospital Policies #127: The Use of Physical Restraints, #113: Withholding or Withdrawing Life Sustaining Treatments, and #114: Chemotherapy.
- 2.8 Department Policies. Orders for diagnosis care or treatment that are identified and governed by a policy of a department in which the patient is being cared for will be prepared in compliance with the department policy.
- 2.9 Admission History. A history and physical must be completed and documented for each patient no more than 30 days prior to or 24 hours after admission, but prior to surgery or a procedure requiring anesthesia, regardless of whether the care is being provided on an inpatient or outpatient basis.

If the attending practitioner has prepared a history and physical examination of the patient prior to treatment at or admission to the Hospital, and wishes to use those records of the history and physical for the medical record, he shall provide a durable, legible copy of these reports to the Hospital at or prior to the time of the treatment or admission of the patient. If the history and physical has been performed by a practitioner who does not have privileges at the Hospital, the history and physical shall be confirmed and signed by the attending practitioner. History and physicals that were conducted within 30 days prior to admission must have an update within 24 hours of admission but prior to any surgery or procedure requiring anesthesia services. The update note must document an examination for any changes in the patient's condition since the history and physical was conducted that might be significant for the patient's planned course of treatment. If upon examination, there is no change, the physician will indicate that the original history and physical was

reviewed, the patient examined and that "no change" has occurred since the original history and physical was completed. Any changes in the patient's condition must be documented by the practitioner in the updated note and placed in the patient's medical record within 24 hours of admission but prior to surgery or a procedure requiring anesthesia services. Additionally, if the practitioner finds that the history and physical completed prior to admission is incomplete, inaccurate, or otherwise unacceptable, the practitioner reviewing the history and physical, examining the patient and completing the update may disregard the existing history and physical and conduct and document in the medical record a new history and physical within 24 hours of admission but prior to surgery or a procedure requiring anesthesia.

- 2.10 Discharge Clinical Summary. The attending practitioner or designee shall enter into the medical record a discharge clinical summary for the patient, subject to requirements in the medical records policy. If the patient is being transferred to an extended care unit, rehabilitation unit, or another level of care, the attending practitioner should prepare the discharge clinical summary approximately 24 hours before transfer to permit time for transcription before the transfer of the patient to the other facility.
- 2.11 Termination of Orders/Surgery. Orders in the medical record will continue in effect until changed by a subsequent order or discharge of the patient, or until the patient undergoes surgery involving anesthesia. If the patient undergoes surgery involving anesthesia, all preoperative orders are canceled unless extended by the surgeon or his designee by written order. Reference Hospital Policy #109: Diagnostic and Therapeutic Orders.
- 2.12 Drugs and Medications. Drugs and medications administered in the Hospital shall be subject to Hospital Policies. Reference Hospital Policies #110: Administering and Charting of Medications and #31: Formulary System.
- 2.13 Physician Assistant Documentation Physician assistants shall be considered agents of their supervising physician(s) in the performance of all practice related activities including, but not limited to, the ordering of diagnostic and therapeutic and other medical services. Each time a physician assistant provides care for a patient and enters his or her name, signature, initials, or computer code on a patient's chart, the physician assistant shall also enter the name of the supervising physician responsible for the patient. When a physician assistant gives a verbal order he/she shall also state the name of the supervising physician responsible for the patient. All physician assistant orders will be co-signed by a supervising physician within thirty days for inpatients and ten days for outpatients. Physician assistants' progress notes in the inpatient setting do not require co-signature. Physician assistant progress notes in the outpatient setting require co-signature within ten days. (per DC Municipal Regulations for Physician Assistants Title 17)
- Surgery and Other Invasive Procedures. The attending surgeon or physician shall dictate or write in the medical record as soon as reasonably possible following surgery or other invasive procedure a report of the surgery or procedure in sufficient detail to document the procedure in accordance with the policy approved by the Medical Executive Committee. The report shall include the required documentation for the surgery or invasive procedure that was performed.

#### IV. Anesthesia.

- 4.1 General, Deep\* and Regional. General, deep and regional anesthesia may be administered only by individuals credentialed by the Department of Anesthesia.
- 4.2 Local. Local anesthesia and conscious sedation may be administered by individuals credentialed by their respective clinical department in accordance with hospital policies. Reference Hospital Policy #108: Sedation for Procedures.

### V. Emergency Department Coverage.

5.1 Inter-Department Coverage. The Chair of each clinical department, in consultation with the Chief of Service of the Department of Emergency Medicine, shall designate practitioners to be on call for consultation to and care of patients presenting to the emergency room. The on-call practitioners shall be listed on a roster, which will be maintained in the emergency department in accordance with state and federal law. Each member of the Professional Staff shall be obligated to participate in the emergency room on-call roster unless excused by the Chair of their department. Each Department Chair shall develop a plan or procedure to provide adequate coverage by its physicians for the emergency department.

### VI. Inter-Hospital Transfer of Patients.

6.1 Hospital Transfer Policy. The transfer of patients from the Hospital to another hospital, or from another hospital to this Hospital shall comply with the Hospital's approved patient transfer policy. Each patient transfer shall be documented in accordance with the Hospital's policy to comply with provisions of law. Reference Hospital Policy #156: Transfer of a Patient to Other Facilities or Agencies.

### VII. Informed Consent.

7.1 Attending Practitioner's Responsibility. The attending practitioner or designee is responsible for obtaining informed consent from the patient, or a person authorized to give consent for the patient, before surgery, invasive procedure, or other medical care and treatment is performed on or for the patient. The informed consent shall be obtained and documented in the medical record in accordance with Hospital policy #59 Verification of Patient Identification, Procedure, Surgical Site and Anticipated Equipment Prior to Surgery/Invasive Procedures and Hospital Policy #117 Patient Consents and Releases.

### VIII. Tissue, Foreign Objects, and Medical Devices.

8.1 Tissue and Foreign Objects. Tissue and foreign objects removed during the course of an operation or invasive procedure may be sent to the Department of Pathology for examination and preservation by the pathologist. CAP guidelines will be used to determine the level of examination required for each specimen. Each specimen shall be accompanied by a detailed set of identifying data, including adequate historical

<sup>\*</sup> Deep Sedation is 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 ventilatory function may be impaired. Patients may require assistance in maintaining a patent airway and spontaneous ventilation may be inadequate.

and physical information necessary to enable the pathologist to arrive at a proper diagnosis. The pathologist report shall be part of the patient's medical record. The Department of Pathology will develop policies for the collection, storage, and disposition of specimens provided to the Department.

- 8.2 Medical Devices and Prostheses. A medical device or a prosthesis which is removed from a patient may be forwarded to the Department of Pathology for examination and documentation or may be documented in the medical record by the practitioner who removed it. If the medical device or prostheses is not forwarded to the Department of Pathology, the identifying report must include a detail set of identifying data or information about the medical device or prostheses, adequate historical and physical information necessary to document the location and removal from the patient, and a report on the disposition of the object.
- 8.3 Defective Medical Devices. If the practitioner or pathologist has reason to believe that a prostheses or medical device which is removed from a patient was defective, a report shall be made in accordance with the Safe Medical Devices Act procedures of the Hospital. Reference Hospital Policy #254: Program for Reporting Adverse Events from Medical Devices.

### IX. Admission by Non-physician.

- 9.1 Medical Coverage. A patient admitted to the Hospital by an attending practitioner who is not a physician must be under the care of the practitioner and a physician member of the Professional Staff with clinical privileges appropriate for medical evaluation. The attending practitioner shall complete all entries in the medical record relating to the patient's history justifying the hospital admission for specialty care, and all entries in the medical record concerning the care provided during the hospitalization period. The physician shall perform and include in the medical record appropriate entries for the medical history pertinent to the patient's general health, the physical examination to determine the patient's condition prior to anesthesia and surgery, and the supervision of the patient's general health status during the hospitalization. The physician shall co-sign the written order of discharge signed by the practitioner.
- 9.2 Specialty Members. As used in this Section, the term attending practitioner includes podiatrists, dentists and oral surgeons, and any other appointee of the Professional Staff now or in the future who is not licensed to practice medicine and hold clinical privileges appropriate for medical evaluation.

### X. Department Rules and Protocols.

10.1 Department Policies. Each department, acting in conjunction with the Chair, under the authority of the Professional Staff Bylaws, shall develop rules and protocols for the medical care delivered in the department. If there is a conflict between a department rule or protocol and these rules and regulations, the provisions of these rules and regulations shall prevail. If a rule or protocol would have application to members of one or more other departments, the rule or protocol shall be submitted to the Medical Executive Committee for approval. Reference Hospital Policy No. 1: Procedure for Policy Approval.

10.2 Residency Program. The Chair of each department that conducts or participates in residency training or other medical education, shall develop a procedure in coordination with the residency program director to specify the mechanisms by which residents and other participants of medical education programs are supervised by members of the Professional Staff in carrying out their patient care responsibilities. All supervisory policies shall be subject to review and approval by the Medical Executive Committee.

### XI. Conduct Towards Patients, Hospital Employees and Staff.

11.1 Professional Staff Obligations. The members of the Professional Staff and all individuals who have clinical privileges at the Hospital are expected to respect the rights of patients, visitors, employees, members of the Professional Staff, and other health care providers at the Hospital and to treat all others with respect and in a professional manner. Members of the Professional Staff shall comply with Hospital policies relating to the appropriate environment for patient care, employment and delivery of health care, and shall not act in a discriminatory or harassing manner towards another individual in the Hospital or do acts which create an unacceptable work environment for the employees of the Hospital. While on duty or on call, Members of the Professional Staff shall not partake of any substances that could potentially impair clinical judgment. Members of the Professional Staff shall adhere to the Code of Conduct.

### XII. Patient Care Issues.

- 12.1 Patient Care Ethics Committee. Any patient or family member who requests information on alternate courses of medical care shall be advised of the existence of and the right to consult with the Hospital's Patient Care Ethics Committee under the policies and procedures of that Committee. The attending practitioner may request consultation with the Patient Care Ethics Committee in any other patient care situation, and is encouraged to seek consultation whenever there is a dispute between the practitioner, patient, or patient's family in regard to the course of treatment involving life sustaining procedures. Reference Hospital Policy #453: Hospital Patient Care Ethics Committee.
- XIII. Practitioner Health. If a member of the Professional Staff becomes aware that he or she is infected by a communicable disease (HIV, HBV, HCV, MTB, etc.), or that another health care worker at the Hospital is infected, the practitioner shall notify the Vice President for Medical Affairs on a confidential basis of the health status so that appropriate actions may be taken to ensure patient safety. Reference Hospital Policy #25: Physician Health

# Exhibit 17



Policy: Documentation of

Licensure/Certification/

Registration

Effective Date: May 1, 2003

Revised Date: April 23, 2012

Number: 307

Page 1 of 3

Richard Goldberg, MD

### **Policy Statement**

It is the policy of MedStar Georgetown University Hospital to maintain documentation of current licensure/certification/registration for all personnel required by statute to be licensed/certified/registered. This documentation will be on file in the appropriate departments.

No individual whose position requires a license, certificate, or registration shall start work at MedStar Georgetown University Hospital without a printed screen shot of the Primary Source Verification (PSV) of the license/certificate/registry from the licensing/certifying/registering body authorizing the individual to practice the profession. In addition, as soon as available from the licensing body, a current license/certificate/registration or a supervised practice letter issued from the appropriate regulatory agency must be obtained.

### Procedure

### I. Establishing Requirements

The department leader and Human Resources shall identify which positions require licensure/certification/registration.

### II. Verification At Hire

At the time of hire, the Human Resources/Nurse Recruitment representative will verify that the associate has the required licensure/certification/registration for the position by viewing the original document(s).

A copy of the following documents will be made:

- 1) licensure/certification/registration and
- 2) Primary Source Verification (PSV).



Policy: Documentation of Licensure/ Certification/ Registration

Effective Date: May 1, 2003 Revised Date: April 23, 2012 Number: 307

Page 2 of 3

Both documents must be signed and dated by the Human Resources/Nurse Recruitment representative and will be kept in the associate's Human Resources file. A copy of the two documents will be forwarded to the department leader for the associate's departmental file.

#### III. Verification At Renewal

The department leader is responsible for verifying and maintaining documentation to prove current licensure/certification/registry status for associates in the department.

Department leaders shall establish a written procedure for annual review of all associate's licensure/certification/registration. The written procedure must include the following elements:

#### 1) Department Leader's Obligation:

The department leader or designee will maintain a list of associate's licensure/certification/registration data including associate's name, licensing/certifying/registering body, number, and expiration date.

#### 2) Process for Adding New Associates:

New associates will be added to the roster on the first day of employment and instructed to bring the original updated licensure/certification/registration received or will not be allowed to work.

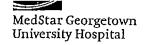
#### 3) Frequency:

The frequency with which the licensure/certification/registration status is checked.

#### 4) Names:

The names of the departmental leaders who are specifically responsible for checking and maintaining current licensure status on all departmental associates.

5) Process of copying of Original Licensure/Certification/Registration and PSV



Policy: Documentation of Licensure/ Certification/ Registration

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The department leader will review and make a copy of the original licensure/certification/registration. A printed screen shot of the PSV from the licensing/certifying/registering body will be maintained in the departmental file. Both documents must be signed and dated by the department leader or designee.

#### IV. Failure To Maintain Current Status

Associates who do not possess proof of current license/certification/registration will be subject to suspension or termination in accordance with hospital policy.

#### Responsibility

Department leaders and Human Resources are responsible for performing the procedures outlined above.

#### Resource

Contact the Human Resources Department if you have questions or if you would like more information about this policy.

# Exhibit 18

# QUALITY & PATIENT SAFETY IMPROVEMENT PLAN

FY2013

MEDSTAR GEORGETOWN UNIVERSITY HOSPITAL

Patient Outcomes • Patient Safety • Service • Resource Utilization

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#### QUALITY AND SAFETY EXECUTIVE COUNCIL FY2012 MEMBERSHIP

Stephen Evans, MD, VP, Medical Staff Affairs, Chair Karen Alcorn, VP, Public Affairs and Marketing Pryia Bathija, JD, Legal Services Suzi Brenner, RN, Director, Risk Management Geoffrey Cox, PharmD, Director, Pharmacy John DeSimone, MD, Associate Medical Director Richard Goldberg, MD, President Eileen Ferrell, RN, VP and Chief Nursing Officer Greg Gromada, AVP, Ambulatory Practices Operations Gabriel Hauser, MD, Pediatrics Mary Herold, RN, Risk Management Angela Jones, AVP, Safety and Support Services Christopher Kalhorn, MD, Neurosurgery Robert Kraynak, CMSRN, Sr Coordinator, Center for Patient Safety Thomas Lander, Director, Internal Communication Mary McFadden, RN, Director, Infection Prevention Dennis McIntyre, MD, Associate Medical Director Eileen Moore, MD, General Internal Medicine Richard Morrissey, MD, Associate Medical Director Jeffrey Novorr, AVP, Patient Support Services Janet Owen, RN, Manager, Center for Patient Safety and Medical Staff Affairs Alice Parrish, AVP, Information Systems

#### **CHARGE**

- Set priorities for organizationwide quality improvement and patient safety activities designed to improve patient outcomes across the continuum of care.
- Provide ongoing education concerning the approach and methodologies of continuous quality improvement and patient safety.
- Coordinate and integrate interdisciplinary and cross departmental quality improvement initiatives.
- Oversee the Center for Patient Safety
- Appoint groups to address identified needs and concerns regarding patient care outcomes, patient safety and sentinel events and to analyze and evaluate their effectiveness.
- Require reports of findings, conclusions, recommendations, actions taken and the measures of success for all sentinel event recommendations and quality and safety initiatives.
- Annually evaluate the success of quality and patient safety initiatives to prioritize future initiatives.

Center for Patient Safety • 4

Jessica Rosen, MD, Infectious Diseases

Michael Sachtleben, COO and Executive Director, GPG

Dana Saxton, Director, Graduate Medical Education

Mary Jo Schweickhardt, VP, Human Resources

Victoria Shanmugam, MD, Rheumatology

Brinder Singh, AVP Outpatient Interventional Services and

**Hospital Clinics** 

Gail Thurkauf, RN, Director, Nursing Quality

Helen Turner, RN, AVP, Center for Patient Safety & Medical Staff Affairs

Russell Wall, MD Chair, Anesthesia and Credentialing and Quality Improvement

Committee Chair

Paul Warda, Chief Financial Officer

Michael Culp, Center for Patient Safety

Dorothy Lagdameo, Center for Patient Safety and Medical Staff Affairs

#### **MISSION**

MedStar Georgetown University Hospital's mission is to provide physical and spiritual comfort to our patients and families in the Jesuit tradition of cura personalis, caring for the whole person.

#### VISION

MedStar Georgetown University Hospital's vision is to be the trusted leader in caring for people and advancing health.

#### **VALUES**

SERVICE We strive to anticipate and meet the needs of our patients, physicians and coworkers.

PATIENT FIRST We strive to deliver the best to every patient very day. The patient is the first priority in everything we do.

INTEGRITY We communicate openly and honestly, build trust and conduct ourselves according to the highest ethical standards.

RESPECT We treat each individual, those we serve and those with whom we work, with the highest professionalism and dignity.

INNOVATION We embrace change and work to improve all we do in a fiscally responsive manner.

TEAMWORK System effectiveness is built in the collaborative strength and cultural diversity of everyone, working with open communication and mutual respect.

#### QUALITY CONCEPTS

#### QUALITY COMPONENTS

- Patient Outcomes
- Patient and Employee Safety
- Service
- Resource Utilization

#### LEADERSHIP

 Create and sustain a focus on safe, quality care and organizational mission, clear values and expectations, and a system that promotes quality health care services and performance excellence.

## EMPLOYEE / HEALTHCARE STAFF PARTICIPATION AND DEVELOPMENT

- Build and maintain an environment conducive to performance excellence, full participation by all employees and health care staff, and personal and organizational growth.
- Every individual takes responsibility for improving what they do.

#### MANAGEMENT BY FACT

 Effectively use data and information to support organizational performance excellence as a health care provider and as a business enterprise.

#### RESULTS ORIENTATION

 Celebrate successes through internal communication vehicles and team recognition.

#### INTERNAL AND EXTERNAL COLLABORATION

 Exchange information among teams, both internally and externally, to ensure the transfer of best processes.

#### LONG RANGE VIEW

 Set strategic direction for future projects relative to assessment of community needs, key benchmarks, and the competitive environment.

#### **OBJECTIVES**

In accordance with the mission statement, a formal quality improvement and patient safety program has been designed to monitor and evaluate the safety, quality, appropriateness and outcomes of care and service provided to patients and to pursue opportunities for improvement. The Quality and Safety Improvement Program will be evaluated using clinical outcome data, patient safety occurrence data, Core Measures, sentinel events, patient satisfaction, provider satisfaction, and/or other appropriate data sources.

The Quality and Safety Executive Council oversees the Center for Patient Safety Committee.

The Hospital Board has given the CQIC the responsibility for quality improvement and patient safety for both inpatient and outpatient settings.

CQIC has designated the MedStar Georgetown University Hospital Quality and Safety Executive Council to provide such oversight.

## OBJECTIVES OF THE QUALITY IMPROVEMENT AND PATIENT SAFETY PROGRAM

- To continuously improve patient safety and patient care outcomes.
- To develop effective and efficient processes in all areas contributing to continually improving patient care outcomes and patient safety, i.e. governance, management, clinical and support services.

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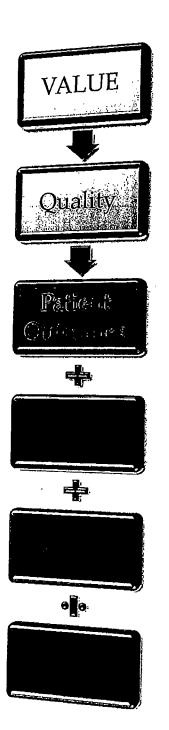
- To optimize resource utilization.
- To compare patient outcomes data and resource utilization with peer providers both within MedStar and comparable national groups.
- To provide routine reports to the Medical Executive Committee (MEC), MedStar Georgetown University Hospital Quality and Safety Executive Council (QSEC) and the Credentialing and Quality Improvement Council (CQIC).
- To maintain records that substantiates the effectiveness of the overall program.
- To evaluate the populations served in terms of age groups, disease categories, and special risk status.
- To actively support the enhancement of information systems in order to have continuous access to integrated clinical data and benchmarks.
- To identify, minimize, control or prevent actual or potential losses associated with sentinel events, and to improve performance through root cause analyses and the institution of measures that reduce risk.
- To have continuous access to objective data that supports quality outcomes, verifies the effectiveness of corrective actions and identifies areas of excellence within the organization.
- To monitor compliance with system changes made as a result of root cause analyses.

#### METHODOLOGY

#### iiiii

IDENTIFY	we can do this better patient complaints internal and external benchmarks core measure data, risk data sentinel events, near misses high volume, high risk, problem prone
INVESTIGATE	what does our data show (baseline/ongoing) what is the process who, what ,when, why, where, how what are the risk points in the process who does it better what does the literature tell us
INTERVENE	process changes policy review and revisions education and training efforts improved communication improved documentation multidisciplinary participation ongoing data collection
INSPECT FOR IMPROVEMENT	look at the data- are we better?

#### QUALITY MEASUREMENT/MONITORING



#### PATIENT OUTCOMES

ARIA • AZYXXI • CARESCIENCE • CENTRICITY •
DCHA-ECRI • DELMARVA • HBSI • MEDCONNECT •
NDNQI • NHSN-CDC • OB PeriBirth • ORYX • QNet • RMF •
UHC/Care Fx • HEN/HRET • UNOS

#### PATIENT SAFETY

ADR/ADE • AHRQ • Center for Patient Safety •
Chemotherapy Advisory • DELMARVA •
MGUH Quality and Safety Executive Council • House
Staff Quality and Safety Council (GME) • Medication
Safety • NDNQI • NHSC-CDC • O.R. Safety • Safety
Administrative Council

#### SERVICE

Patient Experience Improvement • Employee Satisfaction
• Physician Engagement •

Patient Complaints and Compliments • HCAHPS

(Inpatient, Outpatient, Emergency Department, Patient
Correspondence, Customer Service, and Occurrence
Reporting)

#### COST

UHC-CDB • UHC-PDB • SMS/IDX • CARESCIENCE

#### MGUH PERFORMANCE INITIATIVES FY2013

#### COMMUNICATION

Based on the results of the latest AHRQ survey, the Hospital will focus on improving two areas of communication: Multi-disciplinary Rounds and Hand-off Communication among team members and to the patient/family.

Multidisciplinary Rounds: Improvement will be measured by an increase in the number of patients discharged by noon.

Hand-Off Communications will be measured by a decrease in the number of serious safety events related to Communication.

#### FALL PREVENTION (AHRQ AND NDNQI PATIENT SAFETY INDICATOR)

Fall Prevention will be integrated into the Multidisciplinary Rounds process. The Hospital will reduce the total number of falls by 25% and will reduce the number of falls with injuries by 50%.

#### PRESSURE ULCER PREVALENCE (NDNQI INDICATOR)

The Hospital will meet the 25th percentile for academic medical centers.

# PREVENTION OF CENTRAL LINE BLOOD STREAM INFECTIONS (AHRQ PATIENT SAFETY INDICATOR)

With an estimated 250,000 cases nationally of central line associated bloodstream infections and an attributed mortality of 12% - 25% for each infection, the cost to the healthcare system is approximately \$25,000 per episode. The Central Line Taskforce continues to monitor compliance with sterile technique, time out, use of the lines and the daily question of removal. The Hospital participates in the CUSP initiative.

Compliance will be measured at the unit level by the Central Line Champions and will be reported monthly.

The FY'13 Goal is no more than 7 in the ICUs and no more than 22 in the Non-ICUs.

# PREVENTION OF CATHETER ASSOCIATED URINARY TRACT INFECTIONS (AHRQ PATIENT SAFETY INDICATOR)

MGUH is participating in the Delmarva CAUTI CUSP project. A nurse driven protocol for foley removal has been approved. The FY '13 Goal for ICUs is no more than 18 and no more than 15 in the Non-ICUs.

#### RED RULE VIOLATION REDUCTION

After multiple employee forums, The Hospital adopted two Red Rules: Patient Identification and Time Out. Violations are entered into the Occurrence Reporting system with follow-up by the manager and Human Resources, in sync with the Hospital's progressive discipline program. All reports are reviewed to determine opportunities for system improvements and a Red Rules Subcommittee serves as a consultant when Human Resources and managers request further guidance. The FY'13 Goal is a reduction on the number of red rules that touch the patient.

# PREVENTION OF ADVERSE DRUG REACTIONS (AHRQ PATIENT SAFETY INDICATOR)

The multidisciplinary Medication Safety Committee reviews all medication occurrences and makes changes in processes to decrease the likelihood of the occurrence happening again. The Committee will conduct a root cause analysis on all D through I. (American Hospital Pharmacy System) and all C outcomes will be assessed for system improvements,

#### OTHER AHRO PATIENT SAFETY INDICATORS

OB Adverse Events: The FY 13 Goals include Birth trauma (injury to neonate) less than 2.6/1000: 3<sup>rd</sup> and 4<sup>th</sup> degree lacerations in less than 40/1000; zero elective inductions less than 39 weeks excluding cases for medical reasons and regardless of documented fetal lung maturity; Nulliparous term singleton vertex cesarean section rate below 25%, zero elective primary or cesarean sections less than 39 weeks; greater than 90% appropriate use of antenatal glucocortoids and greater than 90% complete physician and nursing documentation rates.

Surgical Site Infections The FY 13 Goal is 95 % or above compliance with the SCIP measures.

VTE FY 13 Goal is 95 % or above compliance with the VTE measures.

Ventilator Associated Pneumonia: The FY 13 Goal is to have no more than 6 cases.

#### **CORE MEASURES**

ORYX Core Measures integrate outcomes and other performance measurement data into the accreditation process. The Joint Commission and Centers for Medicare and Medicaid Services work together to align measures common to both organizations. "Hospital Quality Measures" are integral to improving the quality of care by focusing on the actual reported results of care. Core Measure applies to both patients and outpatients.

The FY'13 is to achieve a Delmarva Award.

	HEN/HRET
VTE	As a member of the DCHA HEN/HRET, the hospital will reduce the number of VTEs by 40%.
Preventable 30 Day Readmission	As a member of the DCHA HEN/HRET, the hospital will reduce the number of preventable readmission within 30 days by 20%.

#### NURSING QUALITY INDICATORS

For each of the following NDNQI indicators, the goal is:

Restraint Prevalence- to be below the NDNQI national average

RN Satisfaction (biannually) to be above the NDNQI national average

Pediatric Pain Assessment Cycles- to be above the NDNQI national average

#### MGUH AMBULATORY PRACTICE INITIATIVES

Based on the results of the latest AHRQ survey, Ambulatory Practices' will focus on improving work pressure and pace. Workflow processes contributing to increased work pressure and pace will be identified and redesigned. All associates will be educated on effective communication and the impact it has on performance.

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Safety with the VPMA will be implemented for GPG associates to identify opportunities and vulnerabilities. Associates will be empowered to Just Say No to pushing beyond a safe pace.

Success will be measured by a 5% improvement of associates' perception of work pressure and pace in the next AHRQ survey and by the frequency of adverse patient outcomes with communication as the causal factor.

#### MEDSTAR HEALTH

#### AMBULATORY BEST PRACTICES

The MedStar Ambulatory Best Practice Council continues its ongoing review and development of standard protocols. Participation continues in the Delmarva Electronic Documentation Project (three year project) designed to improve patient care delivery by tracking preventive services.

The Council reviews stroke, coronary artery disease, heart failure and preventive screening guidelines to identify opportunities for improvement. A pilot project utilizing Care Manager for care of diabetic patients will launch this year. A Pediatric subgroup has been established.

#### PREVENTION OF 30 DAY READMISSION

MedStar Readmission Taskforce has established guidelines.

#### CENTRAL LINE TASK FORCE

The MedStar Health Central Line Taskforce established system wide standards to prevent central line infections. The MGUH taskforce has revised the IV policy and created a MeL module. Compliance data is reported quarterly.

#### BLUEPRINT FOR EMBEDDING A CULTURE OF SAFETY

In 2000, the Institute of Medicine (IOM) released the report To Err Is Human: Building a Safer Health System, focusing national attention on the issue of patient safety (Institute of Medicine, 2000). This report was the first of its kind and challenged healthcare institutions to "establish safety programs to act as a catalyst for the development of a culture of safety (Institute of

. . .

Medicine, 2000) and ten years later, while progress has been made, much remains to be learned. MedStar Georgetown University Hospital (MGUH) in its efforts to meet this call to action has developed a Blueprint for Embedding a Culture of Patient Safety. This blueprint outlines the key components of coordination/oversight, organizational learning, assessment/surveillance, communication, transparency and the development of the Center for Patient Safety (CPS) which will act as the driving force in safety and will dramatically change how we, as a healthcare organization, view a culture of safety.

#### THE CENTER FOR PATIENT SAFETY

For the last two decades at MedStar Georgetown University Hospital, patient safety and quality improvement have been driven out of the Office of Quality Improvement by the AVP, Quality Improvement and Medical Staff Affairs. This function involved QI implementing accreditation standards, establishing quality metrics and going out on the floors to assess for compliance and education performance tracers. The QI Office with Risk Management was also a primary driver for the review and evaluation of sentinel events.

The Center for Patient Safety (CPS) expands the advocacy and responsibility for patient safety throughout the entire hospital network with safety officers in all strategic arenas. Within the Center for Patient Safety, there are physician safety officers and nursing safety officers who work collaboratively in strategic areas. As in hospitals with best practice, the physician safety officers are supported financially to allow them protected time to be advocates promoting patient safety initiatives both unit/area based and hospital wide. Job descriptions have been established for these physician safety officers with one-year renewable membership in the Center for Patient Safety. Additional members of the Center for Patient Safety include a pharmacy safety officer, lab safety officer, and the members of the newly designated Center for Patient Safety including the AVP and staff of Quality Improvement and Medical Staff Affairs. A data analyst will be recruited to allow for better mining of data using the UHC database to benchmark and review best practices for the top ten safety programs in the country. Additionally, a Patient Safety Communications Director has been identified to communicate all of the ongoing activities from the CPS outward throughout the hospital network.

The current diagram (page 18) describes the Center for Patient Safety and the redesigned Culture of Safety at MedStar Georgetown. As depicted, the patient is at the center surrounded by a second ring of all associates, sensitized to patient safety issues, who provide input and feedback. The third ring is the Center for Patient Safety and Patient Safety Officers who are all unit/area based. Each unit will be covered by physician and nursing safety officers who will help drive unit specific initiatives, measure compliance, and enforce a culture of safety for that specific unit. Out of that ring are various safety committees such as the Medication Safety Committee and the

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Safety Administrative Council. The outer ring is the Quality and Safety Executive Committee (QSEC) which provides administrative support and accountability. All associates and physicians within the hospital will give input through the units into the Center for Patient Safety so that critical information moves in both directions. The Risk Management Office will actively solicit safety concerns and suggestions. The QSEC is chaired by the VPMA/Chief Patient Safety Officer who provides ongoing communication with the Credentialing and Quality Improvement Committee (CQIC), a subset of the MedStar Georgetown University Hospital Board. Selected members of CQIC also serve on the QSEC committee as well to enhance transparency.

Specific patient safety initiatives will be determined by the Center for Patient Safety and vetted through QSEC. Communication to the entire hospital community will be accomplished with full transparency regarding what actions are expected, what data will be measured, and clearly defined individual accountabilities. The issue of accountability for patient safety will be emphasized stressing that all associates are responsible and accountable for ensuring patient safety. The CPS is working closely with Human Resources and with Legal to establish and ensure the defined steps for accountability and the consequences for non-compliance.

In keeping with the change to transform the MedStar Georgetown University Hospital safety culture, some changes in titles underscore the importance of this initiative. The VPMA's title changed from VP and Chief Medical Officer to VPMA, CMO, and Director for Patient Safety. The Associate Medical Director will be the Associate Medical Director and Associate Director for Patient Safety. The current QI office was re-titled The Center for Patient Safety and serves as a center to also support the Patient Safety Officers. Lastly, a retooling of the current SPIRIT mission statement of MedStar Health should be considered to embed the importance of patient safety within the current mission statement.

#### SURVEY ON PATIENT SAFETY CULTURE

In March, 2012, the AHRQ Survey on Patient Safety Culture was administered to the Georgetown University Hospital healthcare team members. The areas of patient safety measured include perceived leadership support for patient safety, overall perceptions of patient safety and quality, communication openness, frequency of error reporting, handoffs and transitions, and team work. The results of the survey allow data review down to the unit level and provide baseline data for the CPS. The survey will be repeated biannually.

#### PATIENT SAFETY FORUMS

The Patient Safety Forums will be held throughout the year in Gorman Auditorium. The content will address patient safety at MedStar Georgetown University Hospital. The first half-hour will

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review sentinel events involving closed claim cases which have broad-based applicability to all hospital associates. These events will be presented in a format identifying where discrete mistakes were made, where policies were not adhered to, and the subsequent consequences both clinical and financial. The second half will focus on patient safety initiatives within the hospital and review current data-sets and metrics

Individuals invited to the patient safety forum have been selected from the Leadership Management Group but, more importantly, each one of these individuals will invite someone who has direct point-of-care responsibilities so that the powerful messages sent during forums will reach the staff who work at the bedside. Attendance at the patient safety forums will include all chairs and chiefs. Attendance is required with sign-in to allow monitoring of attendance with this aspect of the newly established patient safety culture.

# ESTABLISHMENT OF THE CENTER'S ACTIVE SOLICITATION OF PATIENT SAFETY CONCERNS AND SOLUTIONS

Several months ago, in a challenge to the MedStar Georgetown University Hospital community to change the culture of patient safety, associates were asked what the patient safety issues were on units and what the barriers were to reporting concerns. Due to a dearth of responses several strategies were devised.

The first strategy was to increase access to the Vice President for Medical Affairs/Chief Patient Safety Officer. The VPMA conducted several "Safety With Steve" open forums with employees presented their patient safety concerns. These concerns are now being addressed by the appropriate individuals. The Safety With Steve sessions will be held again in the future as necessary. Beginning in the Fall of 2012, Safety With Steve will focus on establishing a non-punitive response to Red Rules.

#### PATIENT SAFETY DASHBOARDS

The Patient Safety Communications Director will maintain a Patient Safety Dashboard. This dashboard will include defined metrics such as hand hygiene, core measures, occurrence reports both general/medication, BSI's, VAP, UTI's, Falls, HCAHPS, etc to the unit level. These dashboards will be on a website for internal review by all associates. Data will be presented by unit to allow focus on best practices and identification of areas requiring improvement.

#### GRADUATE MEDICAL EDUCATION SAFETY CURRICULUM

A rigorous GME safely curriculum is being developed by the MedStar Georgetown University

"No RESIDENT or Fellow should enter MedStar Georgetown University Hospital without being appropriately oriented to patient Safety and what that means at

. . .

Hospital GME office under the direction of Director, Graduate Medical Education with assistance from MedStar Corporate and several program directors. This mandate involves several components. The first session is a mandatory safety curriculum which will be held for a half day during the Spring for all MedStar Georgetown University Hospital residents. A mandatory half-day safety orientation for all new incoming interns and residents in the summer, and then a reinforcement half-day curriculum will be held annually to reinforce learning. This safety curriculum will be upon specific sentinel events and closed claim cases will be presented in a scenario-based format to show the most common vulnerabilities.

#### MEDICAL STUDENT SAFETY CURRICULUM

As with the GME curriculum, a parallel medical student safety curriculum has been developed

by practicing physicians who are Associate Deans of the Medical School. This content is delivered in the Spring for a three-hour session and then held every year for all the third-year medical students prior to them entering the wards. There are several good templates for medical student safety curriculum and a scenario-based format similar to what is done in GME will be utilized.

"No MEDICAL STUDENT should enter MedStar Georgetown University Hospital without being appropriately oriented to patient Safety and what that means at MedStar Georgetown University

Hospital"

#### ASSOCIATE SAFETY CURRICULUM.

In conjunction with Human Resources, a mandatory safety curriculum for all new hires will be instituted. These safety curricula will be targeted at the specific unit/job description of the associate. The content will focus on a variety of scenarios which will highlight potential vulnerabilities and errors which are inherent within the defined job description of the individual.

"No ASSOCIATE should enter MedStar Georgetown University Hospital without being appropriately oriented to patient Safety and what that means at MedStar Georgetown University Hospital"

#### PATIENT SAFETY CURRICULUM

Keeping with the edict that no one should enter this hospital without appropriate orientation to the MedStar Georgetown University Hospital

"No PATIENT/FAMILY should enter MedStar Georgetown University Hospital without being appropriately oriented to patient Safety and what that means at MedStar Georgetown University Hospital"

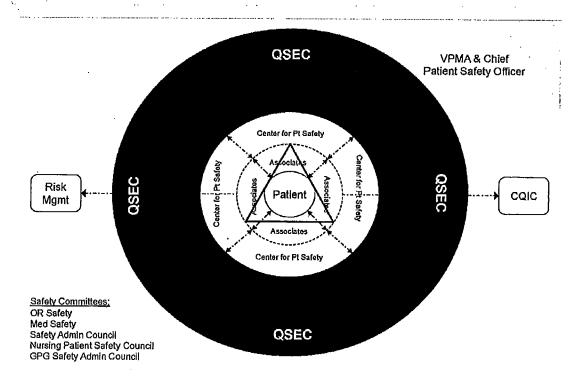
• • •

culture for patient safety, patients receive a patient safety curriculum delivered over the televisions that will focus on specific areas of concern such as fall risks, knowing who their physicians and nurses are, and encouraging patients to speak up and be an active member of the patient safety team. In addition, written materials are available on a variety of patient safety issues.

#### **FUTURE INITIATIVES**

The Blueprint for Embedding a Culture of Patient Safety along with the establishment of The Center for Patient Safety provides the necessary foundation and structure for the transformation and perpetuation of a culture of safety at MedStar Georgetown University Hospital and the development of a recognized and respected Patient Safety Program. A Patient Safety Institute will be established at MedStar Georgetown University Hospital that will feature national and international speakers. The Patient Safety Institute will facilitate the sharing of best practices, support research and the continued commitment to Patient Safety. For FY 2013 the Center for Patient Safety has selected Communication, Red Rules, CAUTI and Non-Punitive Culture as their primary focus initiatives.

#### STRUCTURE TO ACHIEVE A CULTURE OF SAFETY



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#### NATIONAL PATIENT SAFETY GOALS FY2013

# THE QUALITY AND SAFETY EXECUTIVE COMMITTEE MONITORS THE HOSPITAL'S COMPLIANCE WITH THE NATIONAL PATIENT SAFETY GOALS

#### GOAL 1 IMPROVE THE ACCURACY OF PATIENT IDENTIFICATION

Use at least two patient identifiers when providing care, treatment or service.

Containers for blood and other specimens are labeled in the presence of the patient

to eliminate Transfusion Errors

### GOAL 2 IMPROVE THE EFFECTIVENESS OF COMMUNICATION AMONG CAREGIVERS.

For verbal or telephone orders or for telephonic reporting of critical test results, verify the complete order or test result by having the person receiving the information record and "read back" the test result. Report results timely.

#### GOAL 3 IMPROVE THE SAFETY OF USING MEDICATIONS.

- Label all medications, medication containers (for example, syringes, medication cups, basins), or other solutions on or off the sterile field. At shift change or break relief, all medications and solutions both on and off the sterile field and their labels are reviewed by entering and exiting personnel.
- 3E Reduce the likelihood of patient harm associated with the use of anticoagulation therapy

  Maintain and communicate accurate patient medication information

#### GOAL 7 REDUCE THE RISK OF HEALTH CARE-ASSOCIATED INFECTIONS.

7A Comply with current World Health Organization (WHO) Hand Hygiene Guidelines or Centers for Disease Control and Prevention (CDC) hand hygiene guidelines.

. .

- 7C Implement evidence based practices to prevent health associated infections due to multi-drug resistant organisms in acute care hospitals
- 7D Implement evidence based practices to prevent central line associated blood stream infections
- TE Implement evidence based practices for preventing surgical site infections

  Implement evidence based practices to prevent indwelling catheterassociated urinary tract infections. (CAUTI)
- GOAL 9 REDUCE THE RISK OF PATIENT HARM RESULTING FROM FALLS

  Reduce the risk of falls.
- GOAL 15 THE ORGANIZATION IDENTIFIES SAFETY RISKS INHERENT IN ITS PATIENT POPULATION.
  - 15A The organization identifies patients at risk for suicide.

#### UNIVERSAL PROTOCOL

- A. Conduct a pre-Procedure Verification Process
- B. Mark the Procedure Site
- C. Perform a Time Out before the procedure

#### SENTINEL EVENTS AND ADVERSE EVENTS

#### SENTINEL EVENT PROCESS

The appropriate response to a sentinel event includes the conduct of a timely, thorough, and credible root cause analysis; the development of an action plan to implement improvements and reduce risk; implementing the improvements and monitoring the effectiveness of those improvements. Implementation of an effective program of sentinel event follow up which includes the monitoring of the effectiveness of the improvements made is essential to improve the quality and safety of care delivery. A parallel system has been developed to review occurrences that are not defined as sentinel events but warrant a review by the organization.

**NEVER EVENTS** 

The hospital focuses on the elimination of Never Events by correcting system problems that contribute to the event. The hospital reports Never Events to the District of Columbia as a means of improving quality of care and public accountability.

#### FMEA FOR FY2013

A Failure Mode Effectiveness Analysis will be conducted on Patient Flow in the Peri-operative Area.

#### DATA TO MEASURE PERFORMANCE

	DUARTERLY
Ambulatory Best Practices	MedStar Georgetown Physician Group
Autopsy/Pathology	Chair, Pathology
Blood and Blood Product Usage	Blood Utilization Review Committee
Catheter Associated Urinary Tract Infections	CAUTI Taskforce
Central Line Infections	Central Line Taskforce
Chemotherapy Occurrences	Chemotherapy Advisory Committee
Code Audits: Resuscitation and outcomes	CPR Committee and Nursing Quality
Core Measures	Center for Patient Safety
Emergency Preparedness Drills	Emergency Preparedness Committee
Employee Injury Report	Occupational Health
Environment of Care: Life Safety Drills, etc.	Safety Administrative Council
FMEA 2013: Perioperative	AVP Patient Support Services
Infection Control Surveillance NHSN	Infection Prevention
Life Safety Drills	Safety Administrative Council
Medical Records: Timeliness and Operative	Medical Record Committee
Reports	
Medication Occurrences	Medication Safety
Medication Reconciliation	Associate Medical Director
Nursing Indicators (NDNQI)	Nursing Quality
Patient Identification	Nursing Quality
Occurrence Reporting System	Center for Patient Safety
Operative and Invasive Procedures	Chairman, Surgery
Organ Procurement	Organ Donation Committee
Pain Management and Sedation	Anesthesia, Pain Management
Patient Complaints and Compliments	Center for Patient Safety, Exec. Staff, Administrators
Patient Flow	Associate Medical Director
Patient Satisfaction	HCAHPS
Performance Improvement Initiatives	Managers/Administrators
Point of Care	Center for Patient Safety, Laboratory
Rapid Response	Nursing Quality
Red Rule Reduction	Associate Medical Director
Reduction of Infection	Infection Prevention
Restraints and Seclusions	Nursing Administration and NC 5W
Sepsis	Infection Prevention / Sepsis Coordinator
Sleep Apnea	Associate Medical Director
Stroke	Stroke Coordinator
Utilization Management	Associate Medical Director

<b>BI-ANNUALLY</b>
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Nursing Satisfaction • Employee Satisfaction • Physician Engagement • AHRQ Safety Survey

#### **COMMITTEES**

#### PEER REVIEW COMMITTEES

## Medical Executive Committee Willard Barnes, MD, Chair

## Quality & Safety Executive Council John DeSimone, MD

Pharmacy & Therapeutics Committee Johan Suyderhoud, MD, Chair

Safety

#### COMMITTEE REPORTING SCHEDULE

MedStar Health Board Edward S. Civera, Chair



MedStar Georgetown Hospital Board Edmund B. Cronin, Jr., Chair



Credentialing and Quality Improvement Committee Russell Wall, MD, Chair



Medical Executive Committee Willard Barnes, MD, Chair



Credentials Committee William Davis, MD, Chair



Nomination Committee Mark Abbruzze, MD, Chair



Bylaws Committee Cirrelda Cooper, MD, Chair

# Exhibit 19

#### MedStar Georgetown University Hospital

#### **Center for Patient Safety**

Medstar Georgetown University Hospital (MGUH) has embarked on a journey to embed a culture of safety. The roadmap for this effort includes the key components of coordination, oversight, learning needs, communication, transparency, surveillance and the input of patients/family members. A Center for Patient Safety (CPS) was established as the focal point for the effort. Physician and nurse safety officers were appointed for each unit and safety officers were appointed for the pharmacy, laboratory and other key service areas.

A safety curriculum was developed to ensure that all residents, fellows, medical students, associates and patients/family members are appropriately oriented to patient safety and what that means at MGUH. Today, over 600 physicians, 400 students and 1000 nurses have attended these ongoing sessions. A video was developed on patient safety which is now shown to all patients and their families helping to make them partners in improving patient safety.

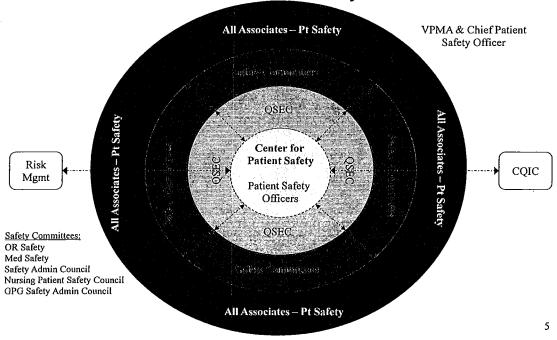
Patient Safety Forums were initiated on actual sentinel events with broad-based applicability. These forums, which are attended by clinical and administrative leadership and associates with direct point-of-care responsibilities, review where mistakes were made, policies were not followed, and the clinical and financial impacts of such mistakes. This transparency initiative has heightened safety awareness at all levels in the institution.

Patient identification and the universal protocol were designated as "Red Rules" to reduce the risk of patient harm from preventable adverse events. There is ongoing analysis of Red Rule violations since accountability is the key to success. While it can be reasonably expected that stressing accountability would decrease reporting, recent data has shown a marked increase in self-reporting. In June, 2011, there were 38 occurrence reports when associates self-reported potential Red Rule violations. This increase reflects the heightened awareness of safety issues, an increased willingness to report occurrences and a positive change in behavior. Compliance with the universal protocol has shown marked improvement. In January, 2011, compliance in the operating room was 84% while in May and June, compliance was 100%.

Physician, nurse and hospital safety officers meet routinely each week to address safety issues encountered. Positive corrective action is now being taken before occurrences have taken place and there is a closer working relationship between clinical services.

At this point in MGUH's journey, we have many positive outcomes: An overall heightened awareness of patient safety; increased self-reporting of occurrences; improved compliance with the universal protocol; and, real time addressing of safety issues. As we move forward on our journey, we anticipate that sentinel events and other occurrences will decrease as the changes implemented become the cultural norm of the institution.

#### Structure to Achieve a Culture of Safety



# Exhibit 20



## Welcome to Georgetown University Hospital.

Georgetown University Hospital ≌

MedStar Health



Service to others is a hallmark of Georgetown University Hospital's Jesuit heritage. Georgetown employees – whether we are direct patient caregivers or staff who support our patient care mission – recognize not only the importance of expert care, but also of compassionate care. We are committed to treating patients, families and visitors with respect. And, we pledge to do everything we can to provide you with the greatest comfort possible while you are here.

You may have read that we are a Magnet hospital — the only one in Washington, DC. This signifies that our nursing department has been recognized as among the top 2% in the nation. This translates directly into the best possible care and outcomes for you, our patients.

At Georgetown, we consider our patients to be part of the healthcare team. You are the most important member of this team, and we encourage you to ask your doctors, nurses and other healthcare providers questions about your care. To help ensure that your needs are met during your stay at Georgetown, this Handbook is designed to inform you of the many services available to you.

After you return home, you may receive a survey in the mail asking you to tell us about your experiences at Georgetown University Hospital. We are very proud of our physicians and staff and rely on your comments to recognize deserving staff members. Your feedback is very important to us, so please take the time to complete the survey!

Thank you for choosing to receive care at Georgetown University Hospital.

With warmest wishes for your quick recovery,

M. Juz nhous

M. Joy Drass, MD

President



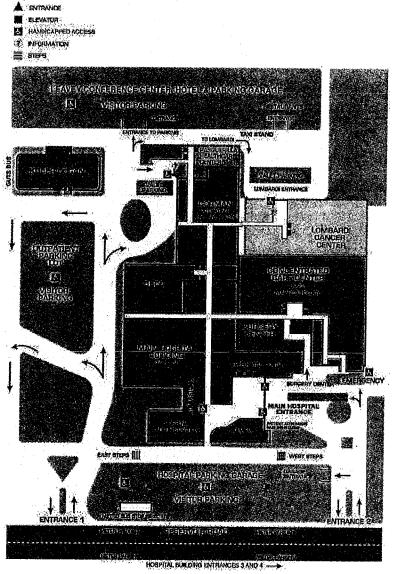
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## Map



- ELEVATOR
- HANDICAPPED ACCESS
- \* INFORMATION
- 📑 store



#### **About Us**



Georgetown University Hospital was founded in 1898 to promote health through education, research and patient care. This mission reflects Georgetown's Catholic, Jesuit identity and heritage. With a 609-licensed bed hospital and 1,300 physicians, Georgetown University Hospital's clinical services represent one of the largest healthcare delivery networks in the area.

Georgetown University Hospital is consistently ranked among the best in the nation by U.S. News and World Report. Some of the specialty areas in which we have been ranked in recent years include neurosciences, gastroenterology, gynecology, orthopaedics and urology. The Lombardi Comprehensive Cancer Center is the only facility in the Washington, D.C. area designated by the National Cancer Institute (NCI) as a Comprehensive Cancer Center.

Georgetown's transplant program is the only program in the nation's capital and one of only a handful of Medicare-approved centers nationwide performing multi-organ transplant. Such procedures involve not only the intestine and liver, but also the stomach, pancreas, and/or kidneys. Georgetown Neurosciences is the first on the East Coast and the sixth in the nation to offer the CyberKnife, the latest in stereotactic radiosurgery to treat tumors and lesions of the brain, neck, spine, and other organs.

In 2004, Georgetown University Hospital was awarded Magnet Status for excellence in nursing care. Fewer than 2% of the nation's hospitals have earned this recognition and we are proud that Georgetown is the only Magnet hospital in Washington, DC.



## Vision, Mission, Values Statement

#### Georgetown University Hospital

#### Vision:

To be the trusted leader in caring for people and advancing health.

#### Mission:

To provide physical and spiritual comfort to our patients and families in the Jesuit tradition of cura personalis, caring for the whole person.

#### Values:

#### · Service.

We strive to anticipate and meet the needs of our patients, physicians and co-workers.

#### • Patient First:

We strive to deliver the best to every patient every day. The patient is the first priority in everything we do.

#### • Integrity:

We communicate openly and honestly, build trust and conduct ourselves according to the highest ethical standards.

#### Respect.

We treat each individual, those we serve and those with whom we work, with the highest professionalism and dignity.

#### • Innovation:

We embrace change and work to improve all we do in a fiscally responsible manner.

#### • Teamwork:

System effectiveness is built on the collective strength and cultural diversity of everyone, working with open communication and mutual respect.



# Settling In for Your Stay at Georgetown University Hospital

#### Admitting and Registration

Getting correct information each time you visit Georgetown University Hospital is very important as insurers require the most up-to-date information. In addition, we have many patients who share the same last name. The registration process is designed to validate past information or make changes. This leads to greater convenience in record retrieval for future health visits and insurance/billing processes. By checking your address, birth date and other relevant data each time you register, we are making sure that your medical records and bills are handled smoothly.

#### Cashier's Office

The Cashier's Office is located on the first floor of the main hospital across the hall from the concierge's desk and is open Monday through Friday from 8:15 a.m. to 4:15 p.m.

#### **Advance Directives**

Advance directives are instructions written by you which state your choices for medical treatment or name someone to make such choices for you should you become unable to make decisions yourself. Advance Directives enable you to limit or extend the use of medical or life-sustaining procedures. Georgetown University Hospital offers a booklet called "Making Decisions about your Medical Care" that can help your family and physicians understand your desires with regard to end-of-life decisions.

Each patient has the right to have an Advance Directive (e.g., living will) concerning treatment decisions and/or designating a surrogate decision-maker with the expectation that the hospital will honor the intent of that directive to the extent permitted by law and hospital policy. You have the right to timely information about hospital policy or District law that may limit the ability to implement fully a legally valid advance directive. It is imperative that you discuss your Advance Directive with your physician prior to hospitalization, during the hospital stay and after discharge. If you would like to fill out an Advance Directive, please call Pastoral Care at ext. 4-3030 or Patient Access at ext. 4-3180. This document is also available in Spanish.

#### Financial Assistance

If you have a concern about your insurance coverage, please discuss this with your Case Manager.



#### Identification Bracelet

Be sure to wear your hospital identification bracelet during your entire visit. If you receive a colored bracelet, keep that on as well.

#### **Your Room**

We are committed to ensuring that you are as comfortable as possible during your stay with us. Your room assignment depends upon the type of care you require. Some services are restricted to specific locations to ensure proper care is being provided. We will make every effort to provide the type of accommodations that you request.

Please be aware that we have a limited number of private rooms and they are assigned based on medical necessity and then on a first-come first-served basis, as they are available.

Upon admission, the nursing staff will acquaint you with various features in your room, including your bed's electrical controls and the nurse-call system. Here are a few suggestions to make your stay as safe as possible:

- Keep the top two side rails raised while in the bed to avoid rolling out while asleep or under sedation.
- Store eyeglasses and dentures in the drawer of your bedside table (and be sure to place dentures in the special cup for that purpose—do not wrap them in tissues).
- Do not use electric appliances such as blow dryers and shavers (battery-operated razors are acceptable).
- Inform the nurse of any medications you brought from home and use them only if your doctor writes the order to do so and under nursing supervision.

To call your nurse, a call button is attached to your pillow or bed linen. There is also a call button in each bathroom and shower. When you press the button, the nursing station is alerted that you need assistance and a light flashes above your door. A staff member will respond to your signal as soon as possible.

#### **Patient Safety and Care Concerns**

Georgetown University Hospital actively encourages your involvement in your care. Please report any patient safety concerns related to care, treatment or services to your nurse or the nurse manager of the unit. If these concerns are not addressed to your satisfaction, please contact a Patient Advocate at ext. 4-3040 or page an Advocate at ext. 4-CARE. If the Advocate cannot resolve the issue to your satisfaction, you may contact the D.C Department of Health at (202) 442-4737 or the Joint Commission at 1-800-994-6610 or via email at complaint@jointcommission.org.



If you or your loved one feel something is wrong, please notify your nurse immediately. He/she can notify the Rapid Response Critical Care nurse to evaluate the situation. The Rapid Response nurse is called when there are changes in the way a patient breathes, changes in the way someone is talking or thinking, seizures or when you are not sure what is wrong but something just doesn't seem right. The critical care nurse will evaluate the situation and help to transfer the patient to a higher level of care if needed.

If you are unable to reach your nurse immediately, please approach any nurse on your unit to report your concern.

#### Housekeeping

Our Housekeeping staff seeks to provide you with very good care by keeping your room and the nursing unit clean and tidy. Your housekeeper completely cleans and disinfects your room before you are admitted into the room. Housekeepers clean patient rooms daily, between 7:00 a.m. and 3:30 p.m. They will remove trash from your room at least once daily, as well as wipe off table surfaces, chairs, and heating units and dust the television and the floor. Your bathroom will also be cleaned. Any spills or other housekeeping issues should be reported to your nurse whenever they happen, so housekeeping can be notified to come to your room.

Housekeeping conducts surveys during your stay to learn about your current experience here at Georgetown University Hospital. You may also receive a more general patient survey in the mail after you are discharged. Please take a few minutes to complete and return the questionnaire. Your comments and suggestions will be confidentially shared with our managers and staff. Feedback from our patients provides us with valuable information that helps us improve our housekeeping services as well as recognize those employees who go above and beyond.

#### **Bed Linens**

Your bedding will be changed on a regular basis and as necessary. The general routine is for the staff to routinely freshen your bed and assist you with your bath during the day shift. However, there may be times when this is done on evenings or nights to accommodate testing, surgery or patient preference. Remember that it is very easy to misplace small personal items in your bedding. Please be careful to secure such belongings in your plastic bag or bedside table.

#### Interpreter Services (Foreign Language)

The International Services department provides foreign language interpretations at no charge for patients and their families. Patient Care Coordinators from this



department also assist with any special needs. Interpreter Services provides onsite interpreters and access to Language Line® Dual Handset Telephones. These special phones can be delivered to patient rooms to provide immediate connection to medical interpreters in over 130 languages. Call International Services at ext 4-1588, Monday – Friday, 8:00am – 5:30pm. For assistance after hours and on weekends, please speack with your nurse.

#### Deaf and hard of Hearing Services

The Patient and Physician Advocacy department provides American Sign Language (ASL) interpretations at no charge for both in- and out-patients to ensure that every aspect of care can be accurately communicated. Patient Care Coordinators from this department also assist with any special needs. Call Patient and Physician Advocacy at x4-3040, or email ASL@gunet.georgetown.edu Monday – Friday, 8:00am – 5:30pm. For assistance after hours and on weekends, please speak with your nurse.

Amenities provided for deaf and hard of hearing patients include:

- TTY/TDD Phones Call the Patient and Physician Advocacy Department at ext 4-3040
- Amplified Phone Handsets Please ask your nurse, amplified phone handsets are located on each unit
- Public TTY/TDD Phone Available at the concierge Desk, located in the Main Lobby, 1st Floor

#### Mail Delivery

Mail is delivered once daily in the afternoon. Mail received after discharge will be sent to your forwarding address. Stamped outgoing mail may be left with the nursing unit secretary for mailing. Mail collection boxes are located at the entrances to the PHC Building and the Emergency Department. FedEx collection boxes are located at the entrances to the Pasquerilla Healthcare Center (PHC) and the Lombardi Comprehensive Cancer Center.

#### Medications

Medications are an important part of your treatment plan. You must tell your practitioner all medications as well as the doses you are taking including prescription drugs, over-the-counter drugs, diet supplements, herbals and/or vitamins. This is very important because even the most common drugs can cause complications when taken with other medications or treatments. Some patients find it helpful to bring in their medications so that the staff can be sure of the exact drug type and dosage you have been taking. (Your personal medications will then be sent home with your family.) It is also very important to inform your healthcare team of any allergies or adverse reactions to



foods, drinks, medications or sensitivity to latex.

In unusual instances, the physician may wish for you to use your medications brought from home. This can only occur when the prescriber explicitly writes a complete "patient may take own medication" order in the chart. Such drugs will be kept at the nurses' station, brought to the patient at dosage times, and returned at the time of discharge.

When a healthcare member enters your room to administer your medications, he or she will need to verify your identity by looking at your identification band and asking your name and date of birth.

It is a good idea to carry a wallet-size information card (such as an index card) with vital health history including medications you are currently taking as well as notation of any allergies to medications. If you would like a copy of the medications you are taking while in the hospital, please contact your nurse who will have the list printed for you. You will receive a final list of medications at discharge. Remember to discard old medication lists and update your providers and Pharmacies regarding your new medication list.

## **Nutrition Services and Dining Options for Guests**

GUH Food and Nutrition Services Department is dedicated to providing high quality, satisfying, and nutritious meals to all patients and visitors. Excellent nutritional care is essential to your speedy recovery. Your specific diet is ordered by your physician and depends on your medical condition. Our Registered and Licensed Dietitians are available to evaluate your nutritional needs and provide nutrition counseling to individual patients. Please be sure to fill out a menu everyday and give it to your nurse. If you do not receive a menu, please request one from your caregiver. We offer a seven-day menu cycle with hot and cold selections for lunch and dinner. Kosher meals are available upon request.

**Nourishments** and snacks such as graham crackers etc. are also available. Just ask your nurse.

Guest Trays are available for Breakfast, 8:00 a.m. - 10:00 a.m., Lunch, 12:00N - 2:00 p.m., and Dinner, 5:00 p.m. - 6:30 p.m. Guest trays may be ordered by going to the cashier's window on 1st floor Main Building (hours of operation: 8:30 a.m. to 4:30 p.m.). Menu selections may be made at that time. Prepayment is required.

Gourmet Dinners are available to patients (dietary restrictions allowing) and their guests and visitors. They must be pre-ordered and pre-paid by 12:00 noon. Dinners are served in the patient's room between 5:00 p.m. - 6:30 p.m. Please ask your nursing staff for the menu and order form. Menus are also available at the cashier's window on 1st floor Main Building and prepayment is made there.

**Other Dining Options** 



Visitors and guests can enjoy snacks and meals from The Georgetown Cafe, The Snack Bar, The Vending Express or the Leavey Conference Center.

The Georgetown Cafe is located on the ground floor of the Pasquerilla Healthcare Center (PHC). It features breakfast items, soups, hot and cold entrees, and beverages. It is open every day from 6:00 a.m. - 10:00 a.m. and from 11:00 a.m. - 9:00 p.m.

The Snack Bar is located on the 2nd floor of the CCC Building. It features breakfast items, soups, pre-made sandwiches, salads, and beverages. It is open Monday - Friday from 6:00 a.m. - 11:00 a.m., and from 12 noon to 9:30 p.m. It is closed Weekends and Holidays.

The Vending Express is located on the Ground Floor in the Gorman Building. A variety of hot and cold beverages, snacks and a refrigerated cold food machine with soups, sandwiches, fruit, and salads are available. It is open 24 hours per day, everyday.

The Leavey Conference Center\* is located across the courtyard from the entrance to Lombardi Comprehensive Cancer Center and offers several options for both cafeteria-style or restaurant meals. Hours are as follows:

The Faculty Club Restaurant

Epicurean and Co.

The Hoya Restaurant

Every day, 6:30 a.m. - 10:30 p.m.

Every day, 4:00 p.m. -11:00 p.m.

Mon - Fri, 11:30 a.m. - 5:00 p.m.

Mon - Fri, 11:00 a.m. - 5:00 p.m.

Every day 6:00 a.m. to 6:00 p.m.

#### Radios/CD Players/Books/Audio Tapes

You may use your own radio or CD player only if it is battery operated and has earphones. As these devices are very small and can be easily misplaced, please take extra care to place these devices in a secure place such as your bedside table when not in use. Ask your nurse to contact Volunteer Services if you are interested in reading materials or listening to books-on-tape during your stay.

#### Fire Safety

Georgetown University Hospital continually conducts drills and trains for all emergencies including the unlikely scenario of fire. If you hear the fire alarm sound, please remain calm and do not leave your room. Your caregivers are well trained in fire safety procedures and will advise you in the event of an actual fire.

#### **Smoke-Free Environment**

Georgetown University Hospital is a totally smoke-free environment. Therefore, smoking is not permitted anywhere on the hospital grounds, garages, or satellite facilities owned or leased by the hospital. Tobacco products are not

<sup>\*</sup>Please note that hours of operation may vary during Georgetown University vacation periods and holidays.



sold within the hospital campus. If you anticipate difficulty complying with these requirements, or would like to quit smoking, ask your doctor or nurse about educational materials for smoking cessation techniques or products and/or referral to community resources.

#### **Telephones**

Patient phones: For your convenience, every bed (except in ICUs, NICU, and Mental Health Care) is equipped with a telephone. Your telephone number is noted on the large white information poster near your bed. Local calls may be made free of charge. To place a call in area code 202, dial 9, wait for a second dial tone, and then dial the desired number. To make local calls to area codes 703 or 301, dial 9, then 1, then the area code and number.

To make a long distance call, dial 9, then 0 (in some cases you must dial 00), followed by the area code and number. An operator will intercept your call to obtain your credit card or home telephone number.

If <u>Call Forwarding</u> or <u>Do Not Disturb</u> features have been activated on your phone, you may cancel these features by following these instructions. Please be aware that these features can be accidentally activated, and if so, the calls will automatically forward to the Hospital operators.

#### To Activate CALL FORWARDING

- Pick up your phone
- Get a dial tone
- Dial #91
- Follow recorded instructions to forward calls to alternate number
- Hang up

#### To Cancel CALL FORWARDING

- Pick up your phone
- · Get a dial tone
- Dial # #91
- Hang up
- Test to see if calls come to the phone

#### To Activate DO NOT DISTURB

- Pick up your phone
- Get a dial tone
- Dial #5
- Hang up

#### To Cancel DO NOT DISTURB

- Pick up your phone
- Get a dial tone
- Dial ##5
- Hang up



• Test to see if calls come to the phone

If these steps do not correct the problem it should be reported to the Help Desk at 4-2111. As prompted, push #2 for telecommunications, and stay on the line for a technician to answer the phone.

Cell phones: To provide a safe patient-care environment, the use of cell phones is limited in designated patient care areas. Please obey signs. In other hospital areas, maintain a distance of at least six feet between your cellular phone and any medical equipment.

Amplified head sets: See "Deaf and Hearing-Impaired Services"

Language Line® Dual Handset Telephones: See Interpreter Services

(Foreign Language)

#### FREE Wi-Fi

Georgetown University Hospital has free wireless Internet access to patients and visitors in all patient rooms and throughout the hospital. Connection to the Internet on your Wi-Fi enabled laptop or hand-held device requires an Internet voucher and access code. Please speak to your nurse, registration representative or a member of our Concierge staff to obtain your voucher with its unique access code.

#### **Family Internet Access Center**

The Family Internet Access Center is located on the 4 CCC and provides a computer and semi-private space for families to access their e-mail, the Internet and Georgetown-sponsored resources such as www.CaringBridge.org where patients and families can build free, personalized Web sites that support and connect loved ones during illness, treatment and recovery.

The Family Internet Access Center is for families of inpatients. For more information about the Family Internet Access Center, please contact the department of Patient and Physician Advocacy at ext 4-3040.

#### **Television Service**

Remote control color television sets in patient rooms are available for each patient bed. The Georgetown University Chapel with sacred music is available 24 hrs/day in all patient rooms. If your TV needs repair, please ask your nurse to call Customer Service. Private televisions are not permitted in the hospital. Listed below are the available channels



#### Georgetown University Hospital TV Lineup:

02	Georgetown University Hospital	38 LIFETIME
	Chapel	39 CNN
04	NBC	40 FOX news
05	FOX	41 CNN headline
07	ABC	42 TBS
09	CBS	43 WEATHER
11	WETA	44 TNT
13	UPN	45 USA
14	NBC (Closed caption)	46 ABC family
15	FOX (Closed caption)	47 AMC
16	ABC (Closed caption)	48 ANIMAL PLANET
17	CBS (Closed caption)	49 DISCOVERY
23	Maternity Education - available	50 TLC
	only on 2 North and 3 North	51 CARTOON
33	ESPN	52 NICK
34	ESPN2	53 DISNEY
35	Univision	54 BLOOMBERG
36	Galavision	55 COMEDY
37	FOX sports	
	•	56 VH1

NOTE: Pediatrics Unit (C5-2 and C5-3) have their own cable lineup. Contact your nurse for further information.

## **Tests and Diagnostic Procedures**

During your inpatient stay, you may be asked to undergo various tests. Due to the nature of certain tests, you may be asked not to eat or drink during particular time periods. For other tests, you may be asked to undergo special preparations or drink specific liquids prior to the test being performed. Some tests may even take longer than one day to complete. Following all the instructions will help to ensure the accuracy and reliability of the test results. Regardless of what tests you may have, we will fully explain each one to you and inform you of any special preparations or restrictions required.

#### **Valuables**

We strongly encourage family members to take patient valuables home. When this is not possible, valuables can be secured in the hospital safe in the



Protective Services Office. A nurse can arrange this for you. Please immediately inform your nurse of any possessions brought into the hospital after admission so he/she can add them to your clothing list. When not in use, your eyeglasses, hearing aids, and dentures should be safely stored in your bedside table. Please ask your nurse for a storage bag if needed. Remember that patients are responsible for valuables left in their rooms.

#### **Visiting Hours**

Visiting hours vary with patient care areas. Listed below are general visiting hours, HOWEVER, these hours may change depending on a number of variables. Please confirm with your nurse. Children under 12 years of age are not permitted in adult patient care areas.

#### **Medical Surgical Units**

Visitors are welcome from 11:00 a.m. to 8:00 p.m. on most general medical or surgical units. However, hours vary based on the level of care, the type of unit and physician's instructions. Ask your nurse for information about your unit. Due to the limited amount of space in the patient rooms and waiting areas, we ask that you limit your visitors to two people at a time. Please be courteous and considerate of other patients.

#### **Intensive Care Units**

Other than during situations involving patient emergencies, visiting hours for the intensive care units are from 11:00 am to 9:00 p.m. (The exception is between 7:00 p.m. to 7:30 p.m. when nurses change shift and make rounds on each patient.) Visitors are generally limited to members of the immediate family and are allowed at the discretion of the nursing staff. Flowers and plants are not permitted in intensive care units. Policy prohibits visitation overnight in patient rooms.

#### Maternity/Perinatal

There are no restrictions on hours in Labor and Delivery but the number of visitors is limited to two other than the primary support person. (husband or partner).

The visiting hours for 2 North are 11:00 a.m. to 9:00 p.m. Small children, including siblings of the newborn, are permitted on the unit if accompanied by an adult. One primary support person is allowed to stay overnight.

#### **Pediatrics**

In NICU, PICU, and Pediatrics, parents can visit at any time. In NICU no children under the age of 16 are permitted except siblings, and a parent must accompany all visitors. In pediatrics, arrangements may be made through the nurse for sibling visits.



#### Psychiatry (5W)

Psychiatry visiting hours are as follows:

 Monday-Friday
 12:00 noon to 2:00 p.m.

 Monday-Thursday
 7:30 p.m. to 9:00 p.m.

 Friday
 5:00 p.m. to 9:00 p.m.

 Saturday & Sunday
 3:00 p.m. to 9:00 p.m.

 Holidays
 12:00 noon to 9:00 p.m.

#### **During Surgery**

Family members and visitors may wait in the Surgical Waiting Room on 2nd floor, CCC Building if you are going to be admitted to the hospital following surgery. If you are going home after your surgical procedure, family members may wait in the Same Day Surgery Center waiting room on ground floor, CCC Building. Visitors are not permitted in the operating rooms at any time. In some circumstances, family members may visit patients in the PACU following surgery for brief periods. The Surgical Liaison will be in the 2nd floor waiting room between the hours of 9:00 a.m. and 7:00 p.m. The liaison is there to answer your family's questions and provide information as it becomes available. During the hours when the liaison is not there, your family may receive information from the Operating Rooms via the waiting room telephone and the perioperative nurses.

#### Your Role In Preventing Infections

The Georgetown University Hospital Infection Prevention Program is committed to patient safety by doing everything possible to prevent the spread of infections among patients, healthcare workers, and visitors. Frequent contact is made between people who have an infection or can spread one, and people who can easily become infected. Some types of procedures can increase a patient's risk of infection. Preventing infections is important to help patients recover quickly and stay as healthy as possible.

Cleanliness is the key to infection prevention and control. The best way to prevent the spread of infection is through good hand washing with soap and water or with alcohol-based hand foam using the following simple guidelines:

#### **Hand Wash Procedure**

- · Wet hands with warm water
- Apply soap
- · Rub together fronts/backs for 15 seconds
- Rinse thoroughly & dry completely
- · Use paper towel to turn off water

#### **Alcohol-based Hand Foam Procedure**

- Dispense 5 grams (a palm full) of hand foam into one hand
- · Spread thoroughly over fronts/back hands
- Rub until dry



#### When should you wash your hands?

- · After using the toilet, blowing your nose, or sneezing
- · After handling dirty items
- · Before and after eating, drinking, or handling food
- · When your hands look dirty

Everyone should wash his/her hands before and after entering your room. There is easily accessible alcohol-based hand foam at the entrance to your room for this purpose. Feel free to ask anyone entering your room to wash their hands if you have not seen them do so.

Other ways to prevent infections include, but are not limited to:

- Always use good personal hygiene.
- Don't share patient care items such as creams, glassware, or towels with your roommate.
- Take an active part in your care.
- If you have an illness that could be dangerous to others, don't visit the hospital while you are infectious.
- If you have questions about certain situations, ask a doctor or nurse.
- Be aware of infection possibilities and early signs of infection (coughs, fever, rashes, redness, swelling).

There are times when patients can become infected or colonized with resistant forms of bacteria such as MRSA or VRE. In these particular cases, we must place patients in contact isolation to prevent the spread of those bacteria to other patients and or caregivers. When in isolation, all who enter the room will wear a gown and a set of gloves. This includes any visitors that may come to see the patient. In addition, very strict hand hygiene and cleaning must take place to prevent the spread of these germs. If you would like further information on this topic, please call the Infection Prevention Department at 444-3686.

## Patient Rights and Advocacy Information

## As a patient, you have the right:

- To respectful and considerate care.
- To receive treatment without discrimination as to race, color, religion, sex, natural origin, disability, sexual orientation or source of payment.
- To a clear, complete, and understandable description of your condition and treatment choices.
- To ask questions and expect answers about benefits and common risks and recognized alternatives before you give your permission for any procedure or research study.
- To refuse a diagnostic or therapeutic procedure, treatment, or research study.



- To have your pain appropriately assessed and managed.
- To ask your healthcare worker to please wash his/her hands.
- To request or refuse an interpreter.
- To contact a Patient Advocate if you have concerns or complaints about the care you receive or the privacy of your medical information.
- To privacy and to receive a notice of our privacy practices and your privacy rights.
- To access, copy and update your medical record.
- To leave the Hospital as soon as possible with instructions about caring for yourself at home.

#### As a patient, you have the responsibility:

- To give your health care team the most complete and correct information about your health, health history, insurance, and related issues.
- To tell your caregivers about changes in the way you feel when you are in the hospital, in the doctor's office, or after you leave.
- To follow your plan of care.
- To be considerate and respectful of other patients and Hospital employees as well as others' property and equipment.
- To keep noise to a minimum; to use the telephone, TV, and lights courteously.
- To pay attention to the care you are receiving.
- To speak up if you do not understand.
- To discuss your Advance Directive with your physician prior to admission, when admitted, and anytime you make changes to the document.
- To help maintain a healthy and healing environment, refrain from the use of tobacco products in adherence to the hospital's tobacco-free policy.

All of us at Georgetown are pleased to be members of your health care team. For your concerns, suggestions, and compliments, call our Patient Hotline 24 hours a day, 7 days a week:

Inside the Hospital: call ext. 4-2273 Outside the Hospital: call 202-444-2273

#### Patient and Physician Advocacy Department

The first place to turn with a question or a concern is to your doctor, nurse coordinator, or another member of your health care team. When the staff does not help you to your satisfaction, or you have a special concern or need, please call a patient advocate. Patient Advocates provide advocacy and assistance to patients/families and physicians in all care settings and act as liaison between patients, physicians, hospital staff and departments to recognize and remove



any obstacles to providing high quality care. Advocates can be contacted Monday to Friday 8:00 a.m.-5:30 p.m. at ext. 4-3040 and by pager on the Patient Care Line ext. 4-CARE (ext. 4-2273).

The Patient and Physician Advocacy Department also assists with patient amenities including the coordination of family lodging, sign language interpretation and cosmetology services for inpatients. The department can be contacted at ext. 4-3040, Monday - Friday, 8:00 a.m. - 5:30 p.m. After hours and on weekends, contact the Patient Care Line or the Clinical Administrator through the Page Operator at 4-PAGE (ext. 4-7243).

If you have continuing concerns about patient care or safety issues, you may contact the Joint Commission's Office of Quality Monitoring by either calling 1-(800)-994-6610 or e-mail at <a href="mailto:complaint@thejointcommission.org">complaint@thejointcommission.org</a>. You may also address your concerns to the District of Columbia Department of Health at (202) 442-5999 or e-mail <a href="mailto:doh@dc.gov">doh@dc.gov</a>.

Please know that we would be pleased to work with you in resolving any issues. Do not hesitate to contact any member of the health care team to discuss any concerns.

#### Privacy Issues

The staff at Georgetown values the privacy and modesty of our patients and seeks to create a sense of security and personal space for all of those in our care. Staff members will knock and pause before entering your room, and close curtains before exams or procedures.

Please note, however, that while we are committed to protecting your privacy, we also must identify your name and room in order to coordinate care. Most nursing units use large white boards that will identify your room number, last name and nurse. This is the primary communication tool to assure smoothly coordinated care. If this is problematic to you, please contact your nurse and we will be happy to make alternative arrangements.

We value the privacy of your medical information and strive to use only the minimum amount of your health information necessary for the purposes described in the *Notice of Privacy Practices (NPP)*, which you were offered before receiving care at Georgetown. We collect information from you and use it to provide you with quality care, and to comply with certain legal requirements. Everyone who supports or participates in your care at Georgetown is required by law to maintain the privacy of your health information. If you would like to receive another copy of the *NPP*, please contact your nurse.

Help us protect your privacy by designating one individual as your spokesperson to receive updates concerning your health information. This spokesperson can then relay your progress to other members of your family and friends as appropriate. Have your spokesperson ask your nurse for a preferred time to call the nurses station.



#### Become Involved in Your Care!

Patient safety is a prime concern of everyone at Georgetown University Hospital and we consider maintenance of a safe environment to be everyone's job. We also depend on you to help this effort by becoming an active and informed participant in your health care. You are the center of the health care team. Participate in all decisions about your treatment.

Georgetown University Hospital endorses the "Speak Up" program recommended by the Joint Commission on Accreditation of Health Care Organizations (thejointcommission) to help patients get involved in their care. Here are some ways that you can participate:

Speak up if you have questions or concerns, and if you don't understand, ask again. It's your body and you have a right to know.

- Your health is too important to worry about being embarrassed if you don't understand something that your doctor, nurse, or other health care professional tells you.
- Don't be afraid to tell the nurse or doctor if you think you are about to receive the wrong medication.

Pay attention to the care you are receiving. Make sure you are getting the right treatments and medications by the right health care professionals. Don't assume anything.

- Tell your nurse or doctor if something doesn't seem quite right.
- Expect healthcare workers to introduce themselves and look for their identification badges.
- Hand washing is the most important way to prevent the spread of infections. Notice whether your caregivers have washed their hands and don't be afraid to gently remind them to do this.
- Be aware of the time of the day you normally receive a medication and if that doesn't happen, bring this to the attention of your nurse or doctor.
- Make sure that your nurse or doctor checks your wristband or asks your name and date of birth before he or she administers any medication or treatment.

Educate yourself about your diagnosis, the medical tests you are undergoing, and your treatment plan.

- Gather information about your condition. Good sources include your doctor, your library and respected websites and support groups.
- Write down important facts your doctor tells you so that you can look for additional information later.
- Thoroughly read all medical forms and make sure you understand them before signing anything. If you don't understand something, ask your doctor or nurse to explain.



• Be sure you are familiar with the operation of any equipment that is being used in your care.

Ask a trusted family member or friend to be your advocate.

- Your advocate can ask questions that you may not think of when you are under stress.
- Your advocate can also help remember answers to questions and speak up for you if you cannot.
- Make sure this person understands your preferences for your care and your wishes concerning resuscitation and life support. This should be explicitly stated in your Advance Directive.
- Review consents with your advocate before signing and be sure you both understand what you are agreeing to.
- Make sure your advocate understands the type of care you will need when you get home. Your advocate should know what to look for if your condition is getting worse and whom to call for help.

Know what medications you take and why you take them. Medication errors are the most common health care mistake.

- Ask about the purpose of the medication and ask for written information about it, including its brand and generic names. Also, inquire about the side effects of the medication.
- If you don't recognize a medication, verify that it is for you.
- Whenever you are going to receive a new medication, tell your doctors and nurses about allergies you have, or negative reactions you have had to medications in the past.
- If you are taking multiple medications or a new medication, be sure you tell your physician and nurse about over the counter drugs, vitamins and herbal supplements to be sure that it is safe to take them together.

Choose a Magnet Hospital, clinic, or surgery center that has undergone a rigorous on-site evaluation against established, state-of-the-art nursing quality and safety standards.

- Georgetown University Hospital was awarded Magnet Status in 2004 and 2008 and submits a detailed quality report yearly to assure ongoing excellence.
- Georgetown University Hospital also undergoes the thejointcommission accreditation every three years. The lengthy survey process reviews procedures, safety aspects, documentation, as well as other key indicators of quality and patient safety standards.



#### **Amenities**

#### **ATMs**

ATMs (automated teller machines) are located both in the Main Building first floor, near the elevators, and also in the Pasquerilla Healthcare Center (PHC) on the ground floor by the Georgetown Cafe.

#### **Cosmetology Services**

Appointments for hairdressing, manicures and pedicures are arranged by calling Patient and Physician Advocacy, ext. 4-3040. Services are provided by appointment with an independent practitioner and payment is made directly to the hairdresser or cosmetologist.

#### Gift Shop

The Gift Shop, located in the Main Building, 1st floor, stocks magazines, paperback books, toiletry articles, and an assortment of cards and gifts. Hours of operation are Monday through Friday, 7 a.m. to 8:00 p.m.; Saturday and Sunday, 9:00 a.m. to 8:00 p.m.

#### **Guest Accommodations**

Hotel accommodations for patients and patient/family members are arranged at discounted rates by the Patient and Physician Advocacy Department at ext. 4-3040. All rates are subject to change and are based on availability. This office is open Monday through Friday, 8:00 a.m. to 5:30 p.m. For assistance after-hours and on weekends, please contact the Clinical Administrator through the Page Operator at 4-PAGE (ext. 4-7243).

#### Options for hotel stay include:

- The Marriott-operated Leavey Conference Center is located on the university campus across from the hospital. Reservations should be made as early in advance as possible as discounted rates are limited.
- Nearby hotels located in Washington, DC and Virginia also offer discounted rates based on availability when booked through the Patient and Physician Advocacy department.

#### Lost and Found

The Protective Service office operates the Lost and Found service. If you find or misplace an item, call ext. 4-2890.

#### **Newspaper Delivery**

USA Today is delivered Monday through Friday to our patients with their breakfasts. The exceptions are in our pediatric and intensive care units. These and other daily newspapers are available in machines in the Vending Express

(Gorman Building), the Lombardi entrance, and in the CCC Building near the elevators. All are located on the ground floor.

#### **Notary Public**

Notary services for patients and their families are arranged through the office of Patient and Physician Advocacy at ext. 4-3040. Requests for a notary should be made in advance, and are provided by appointment between the hours of 9:00 a.m. and 3:00 p.m. There is no charge for notary services to patients and families but donations for notary services provided are accepted for the Patient Sharing Fund.

#### **Parking**

Patients, Families and Visitors may park in the following areas

- Garage 1, Entrance 2
- · Lot A, Entrance 1
- Leavey Conference Center Garage, Entrance 1

We <u>heavily</u> discount parking for our patients and visitors. Please pick up discounted parking stickers during the week until 9:00 p.m. and Saturdays at one of the following locations:

- Concierge Desks, Ground Floor Pasquerilla Healthcare Center (PHC)
   Building, or 1st floor, Main Building
- Physician Offices
- · Outpatient registration areas.

After 9:00 p.m., and all day Sunday, discount stickers may be obtained from the Security Officer in the Emergency Department, on the Ground Floor of the CCC Building.

#### Taxi Service

For your convenience, a direct line to a local taxicab service is located at our Concierge Desk in the main lobby, as well as at the Pasquerilla Healthcare Center (PHC) and Emergency Department entrances. Additionally, there is a taxi stand in front of the Leavey Conference Center, directly across the courtyard from the entrance to the Lombardi Comprehensive Cancer Center.

#### Valet Parking

Valet Parking is available to all patients and visitors at the entrance to the Lombardi Comprehensive Cancer Center and to the Pasquerilla Healthcare Center (PHC) both at the rear of Entrance 1. Hours of operation are Monday through Friday, 8:00 a.m. to 6:00 p.m. There is no additional charge, however patients and visitors are reminded to pick up discount parking stickers before claiming your vehicle. After hours, keys may be picked up at the parking booth at the Leavey Conference Center garage.



#### **Vehicle Safety Services**

The Protective Services Department offers escorts to your vehicle after hours, upon request. Please call Customer Service 4-3840, when you are ready to leave and a security officer will assist you.

## Other Important Services and Departments

#### **Blood Donor Center**

Most patients who are transfused at Georgetown University Hospital receive blood units donated by volunteer donors. Some patients or their physicians prefer autologous (self-donated) blood when possible. Occasionally, patients request that they receive blood given by someone they know (directed donors). Georgetown University Hospital receives its blood supply for transfusions from the American Red Cross community blood center and our other MedStar Hospital Blood Centers.

#### **Volunteer Donors**

American Red Cross and our other Med Star Hospital Blood Center donors are volunteers. None are paid for their donations. Donors are carefully screened by a questionnaire approved by the Food and Drug Administration (FDA) and each unit of blood is tested for infectious diseases by methods that meet all requirements for the FDA and the American Association of Blood Banks.

#### **Autologous Donation (Self Donated)**

Patients who are scheduled for elective surgery have the option of donating their own blood, which is then, if necessary, transfused back to them during or after surgery. Please discuss this option with your physician.

#### **Directed Donations (Family/Friends)**

Some patients who are scheduled for surgery or other medical indications for transfusion may want their family member or friends to donate blood for their transfusions. We have no information that blood from family members or friends is safer than blood from our volunteer donors. However, we understand the concerns that some persons have about blood transfusions and will provide this special service for patients who request it. Directed donors must meet strict health requirements. The ideal directed donors are persons who have previously been volunteer blood donors.

For more information about our blood services, autologous or directed donor blood donation, please call our Blood Donor Service, at (202) 444-5425.

#### Healthcare Referral

Georgetown University Hospital has two telephone referral services to assist you in finding physicians, services and information within the Georgetown system. This service is provided free of charge. Staffed by nurses, this service is an invaluable resource for scheduling appointments, finding a physician at Georgetown and health education.



#### Georgetown M.D.

Nurses assist callers in finding physicians and services within the Georgetown system that meet their personal and medical needs. Georgetown MD also informs patients about resources, registers callers for health education and parenting classes and clinical trials, and provides information on medical topics, and prescription and over-the-counter medications. The nurses also assist in scheduling appointments with selected physicians. This free service is available Monday - Friday, 8:00 a.m. - 8:00 p.m. Call (202) 342-2400 or toll-free (866) 745-2633.

#### Lombardi CancerLine

Oncology nurses provide callers with information about cancer research protocols, source information for patients from the National Cancer Institute and the American Cancer Society and act as a resource to identify risk factors and determine ways to reduce cancer risk. The nurses also provide physician referrals and assist with appointment scheduling. Lombardi CancerLine is available Monday - Friday. Call (202) 444-4000.

#### **Organ Donation**

Transplants of kidneys, heart, pancreas, liver, cornea, bone marrow, bone and skin are no longer experimental surgeries. These procedures are widely accepted forms of medical therapy and are highly successful. However, the number of people waiting for transplants is far greater than the number of people who donate organs. As a result, thousands of adults and children die waiting for their gift of life.

Georgetown University Hospital encourages everyone to sign an organ donor card and to discuss that decision with family members. Discussing and planning for organ and tissue donation while you are in good health can offer comfort and direction for your family if they are faced with the decision.

For more information about organ and tissue donation, please call the Washington Regional Transplant Consortium at (703) 641-0100.

#### Pain Management

People used to think that severe pain was something they "just have to put up with." With current treatments, that is no longer true. Today you can work with your doctors and nurses to help prevent and relieve pain.

#### Why should pain be controlled?

When your pain is controlled, you can prevent needless suffering as well as:

- · Heal faster and feel better sooner
- Start walking and doing your breathing exercises so you can get your strength back faster
- Improve your results and avoid problems (such as pneumonia, blood clots and stress)



#### **Pain Management Options**

Both medication and non-medication treatments can be helpful in preventing and controlling pain. There are methods used to manage pain. Sometimes two or more methods are combined to get greater relief. You and your doctors and nurses should discuss and decide which methods are best for you.

Are you worried about getting "hooked" on pain medications?
Studies show this is very rare (less then 1%) unless you already have a problem with substance abuse.

#### Pain Management Methods

#### Medication

Several routes can be used to give pain medication. These include:

- Oral. Oral pain medications are taken by mouth in pill or liquid form.
- Injection. An injection is a "shot" of medication given with a needle into a muscle.
- *Transdermal*. Skin patches containing pain medication are applied to the skin and used for longer-term pain management.
- PCA (Patient Controlled Analgesia) Pump. You can control your pain by pushing a button. The pump then safely delivers small doses of pain medication through the intravenous (IV) tube in a vein.
- Spinal Catheter. A catheter is a small tube placed in your back by the anesthesiologist. The catheter is connected to a PCA pump which delivers pain medication and allows you to give extra doses when needed.

#### Non-Medication Methods

- · Heat and Cold packs
- Splinting of an incision
- Massage
- Positioning
- Relaxation
- · Prayer and positive thinking
- Distraction techniques (such as listening to music, watching TV, reading or visiting)

#### Communicating your pain

We ask that you help the nurses and doctors to measure your pain. You will be asked routinely to rate your pain in a scale of "0 to 10" (0 means "no pain"; 10 means "worst pain imaginable"). Or, you may choose a "face" from the scale which best describes your pain. You will also be asked if you are experiencing any side effects. Reporting your pain also helps the nurses and doctors know how well your pain management treatment is working and whether to make changes.

Use this scale to rate your pain. If you have difficulty rating your pain using numbers, ask your nurse for an alternative pain scale.

# Georgetown University Hospital 0 1 2 3 4 5 6 7 8 9 10 No pain Worst pain

It is important that you report uncontrolled pain.

- Don't worry about being a bother.
- Pain can be a sign of problems.
- The nurses and doctors want and need to know about it.
- Don't automatically assume you need less pain medication because your pain is under control.

Help keep your pain under control. Being prepared helps put you in control. You may want to write down your questions before you meet with your doctor or nurse.

#### Be sure to:

- Talk with your nurses and doctors about pain control methods that have worked well or not so well for you in the past.
- Talk with your nurses and doctors about any concerns you may have about pain medication.
- Tell your nurses and doctors about any allergies or reactions to medications you have had in the past.
- Take your pain medication or ask the nurse for pain medication when the pain starts. This is key to proper pain control.
- Take pain medication prior to getting out of bed, walking, or doing breathing exercises. It is harder to ease pain once it has taken hold.

Let your doctors and nurses know if you are experiencing any problems such as itching, sickness to your stomach, constipation, or that you just don't feel right.

#### **Pastoral Care**

As a Catholic and Jesuit hospital, Georgetown University Hospital is committed to compassionate care of the whole person. To help meet the spiritual and pastoral needs of our patients:

- Chaplains are available to all patients, family members, and other loved ones regardless of religious affiliation for prayers, spiritual counseling, or support.
- The Chaplains represent a variety of denominations. The Department
  of Mission and Pastoral Care can help to arrange visits from ministers
  of other religions and denominations. Patients are also welcome to
  invite ministers or clergy from their own denominations.
- A chaplain and/or a Catholic priest are always available on an on-call basis.



- Communion and the Sacraments of Reconciliation and Anointing of the Sick are available for patients upon request.
- The Hospital Chapel is available for personal prayer or meditation twenty-four hours a day. The chapel is located on the first floor of the Main Building near the front entrance facing Reservoir Road.
- Catholic Mass is offered each weekday at 7:30 a.m. and 12:05 p.m.; Saturdays at 4:00 p.m. (Sunday Vigil) and Sundays at 12:00N and 4:00 p.m.
- An Ecumenical Prayer Service is held at 12:40 p.m. on Fridays, all are welcome to any of the services.
- All services are broadcast on closed-circuit TV throughout the hospital on Channel 2. At other times of day, scenes from the Chapel are broadcast with inspirational music.
- To contact Pastoral Care, call ext. 4-3030 or contact the page operator and ask for the on-call Chaplain.

#### **Protective Services**

The hospital has 24-hour security service to assist patients, visitors and employees. Protective Services officers will also assist with minor vehicle problems such as lockouts, etc. If you need to get in touch with Protective Services, dial ext. 4-3840. (See also "Vehicle Safety Services.")

#### **Volunteer Services**

GUH Volunteers are a unique group of individuals who provide extra care and support for our patients, families and visitors. During your stay you may meet one of our dedicated volunteers throughout the hospital at concierge desks, waiting rooms and units.

Interested in volunteering? If you or anyone you know is interested in becoming part of our volunteer community, please see our webpage, www.georgetownuniversityhospital.org and click "Be A Volunteer" or call us at ext. 4-5545 (202-444-5545).

#### Your Health Care Team

Georgetown University Hospital is a world-renowned academic medical center, committed to providing the best, most up-to-date patient care available. To do this, we use the skills and expertise of a large health care team, and at the same time, educate the next generation of professionals. You may see students from many of the disciplines listed below. These students are under the direct supervision of a licensed professional. If you have additional questions about the role of students at Georgetown, please ask your nurse or doctor.

We encourage and depend on our patients and families to actively contribute to the process of planning and delivering care. Working together, we can offer excellent customized patient care.



Here are some of the members of your team:

#### Medical Staff

Our doctors, residents, advanced medical students are dedicated to working together to ensure world-class diagnostic and treatment care.

#### **Attending Physician**

Your personal doctor diagnoses and treats your medical condition in addition to communicating daily with the rest of the staff to carefully monitor your optimal plan of treatment. Your doctor may call in other highly experienced medical specialists to help diagnose and treat your condition. Ask your physicians any questions you have concerning your care or condition. Some patients find it useful to write down their questions as they occur and there is space at the end of this book for this purpose.

#### Resident Physicians/Fellow Physicians

These physicians are licensed medical doctors who are continuing their advanced training under the supervision of our attending doctors. These outstanding young doctors are selected through a competitive process from top medical centers throughout the country and the world. They are, in turn, responsible for the medical students.

#### Nurse Practitioners (NPs) and Physicians Assistants (PAs)

There are a significant number of medical, surgical and specialty NPs or PAs in both the outpatient and inpatient areas. They assist the attending physicians with patient care and are often readily available to monitor and update orders. They follow their patients' progress during the hospital stay and work to coordinate care with post-hospitalization treatment.

You often meet your surgical NPs or PAs during preadmission testing.

#### Registered Nurses (RNs)

A Georgetown Magnet nurse will be assigned to you each shift and is directly responsible for your care. Your RN will oversee your immediate team of nursing care providers, help to monitor your recovery, and teach you and your family the steps to care for yourself. Your nurse will direct the other members of the nursing team that includes clinical technicians, nursing assistants and unit secretaries. Nurse experts, such as enterostomal/wound nurses, are also available to assist in your care.

Each nursing unit has a nursing coordinator who is responsible for the overall management of operations on the unit. If you have a concern or question about your care, feel free to speak to the nursing coordinator or the assistant nursing coordinator.

You may have noticed that your RN wears a large gold triangular pin designating that he/she is a "Magnet nurse". Georgetown was awarded Magnet Status in 2004 for proven excellence in nursing care and patient care outcomes. Only 2% of the nation's hospitals can boast this award and it



communicates to patients and their families that they can expect the very best in nursing care. Magnet facilities consistently outperform non-Magnet hospitals, delivering better patient outcomes, short lengths of stay and increased patient satisfaction rates. Georgetown is currently the only hospital in Washington to have this distinction.

#### Licensed Practical Nurses (LPNs)

An LPN works in a team relationship with the RN to provide direct patient care, including treatments, medications, and other direct care.

## Certified Nursing Assistants (CNAs) or Clinical Techs

Under the direct supervision of nurses, CNAs or Clin Techs provide basic nursing care to patients.

#### **Dieticians**

Our registered and licensed dieticians are available to provide extensive assessment and education to all patients who require medical nutrition therapy. The dieticians are an integral part of the multidisciplinary team and strive to ensure each patient's nutritional health. Your health care team may ask the dietician to visit you, or you may ask your nurse to arrange for a dietician to talk to you.

#### **Pharmacists**

Clinical pharmacists are assigned to make rounds with the physician teams on patient care units to provide input into your medication therapy. They assure that your drug regimen is customized to provide maximum benefit. You may ask to speak to a pharmacist if you have questions about your medications.

# Physical Therapists, Occupational Therapists, and Speech Language Pathology Therapists

These therapists compose the Department of Physical Medicine and Rehabilitation. At the request of your physician, these professionals provide quality therapy to adult and pediatric patients with physical dysfunction related to trauma, disease/illness and /or congenital problems. Such dysfunction may be related among other causes to neurological, orthopedic, neuromuscular, or oncology diagnosis. They also offer services on an outpatient basis.

#### Radiologic Technologists

These professionals carry out diagnostic imaging procedures on you at the request of your physician. Examples of these include routine x-rays; CT, MRI, or Nuclear Medicine scans; Ultrasound, or more invasive interventional procedures. The results are then interpreted by radiologists, who are physicians specialized in radiology, and reported to your doctor.

#### Respiratory Therapy

Respiratory Therapists work with physicians to monitor patients' breathing in all phases of care, and assist in treatment/diagnosis of lung disease in all age groups. Sometimes they help people stop smoking, work one-on-one with patients to improve lung function or treat asthma sufferers. Some therapists are "first responders" who provide emergency care for those requiring rapid response.



#### Case Managers and Social Workers

Case Managers are available to help you make arrangements for your post-hospital care. The staff can help you arrange for a nursing or rehabilitation facility; suggest physical, financial or emotional support services; arrange for visiting nurse or home care services; refer you to community resources for counseling about personal or family problems; and help you and your family face terminal illness. Case managers maintain a current list of home care agencies and will help you arrange services that are covered by your insurance. Call ext. 4-3750.

Our social workers can provide counseling to help you deal with any personal, social, emotional and/or financial stresses that may result from an injury or illness. In addition, the Case Management department will monitor your hospital stay to assure that you are not hospitalized longer than necessary to minimize out-of-pocket costs.

#### Chaplains

See Pastoral Care.

#### A Word about Private Duty Nurses

Georgetown University Hospital does not advocate the use of private duty nurses. However, if you wish to have a private nurse at your bedside, the Nursing Office, 1st floor Main, will provide you with a list of agencies for you to contact. Please be advised that these nurses are not authorized to provide professional nursing care such as the administration of treatments or medications. They may, however, assist you with personal hygiene and comfort care measures.

#### **Ethics Consult Services**

The Ethics Consult Service is a free, confidential advisory service available at any time to assist Georgetown University Hospital patients, families and health care professionals in identifying, analyzing and resolving ethical issues. A Clinical Ethicist reviews each consult request. A full consult will generally involve a meeting of several ethicists, the health care team, you, and/or your family as appropriate. The ethicists facilitate discussions and clarify ethical issues in making important decisions. To request a consult call the Page Operator ext. 4-PAGE (ext. 4-7243) and request the "Ethics Consult Service."

## After Discharge

#### **Going Home**

Your doctor will tell you when you will likely be discharged. The actual time of departure is often contingent on final "morning of" laboratory or radiology tests and a last assessment of your physical status by your doctors. We are very sensitive to the inconvenience that this may cause, and we will make every

effort to keep you informed on the progress of your hospital discharge. After your physician has written your discharge orders, the nurse will review your discharge instructions with you and provide any prescriptions ordered by your physician. Be sure you understand these instructions and have contact names and phone numbers in the event you have questions or need to make follow upappointments. Valuables secured in the Protective Services office may be reclaimed by stopping by the Protective Services office on your way out, or by sending a family member to the office prior to departure. Please remember to bring the receipt in either case.

Unit personnel will escort you to the Main Lobby. Your bill will not have been fully itemized at the time of your discharge, so it will be mailed to your home once it has been completed.

The Out-Patient Pharmacy is located on the ground floor of the Pasquerilla Healthcare Center (PHC). Prescriptions and selected over-the-counter medications may be conveniently purchased there on your way home.

You may receive a phone call from one of our nurses in the days after you go home. We are very interested in how you are progressing in your recovery. Feel free to ask about questions which may arise after your discharge.

#### If You Need More Care

After your stay at Georgetown University Hospital, you may need additional follow-up care to help you reach your full potential for recovery and independence. Your case manager can provide a list of excellent options convenient to your home. Many patients benefit from medical rehabilitation, especially individuals with spinal cord injury, stroke, brain injury, cardiac conditions, or a variety of orthopedic conditions. Georgetown University Hospital provides excellent rehabilitation services on an outpatient basis if you are able to regularly come back to the hospital for therapy. Among many options for inpatient rehab, National Rehabilitation Hospital (NRH), a member of MedStar Health and rated as one of "American's Best Hospitals" by U.S. News & World Report, offers a complete range of medical rehabilitation services both at its inpatient hospital and at more than 35 NRH Regional Rehab outpatient locations throughout the area. National Rehabilitation Hospital offers physical therapy, occupational therapy, speech and language therapy, psychology services, prosthetics and assistive technologies, a team of doctors and nurses who specialize in medical rehabilitation and many other services. As a patient you are at the center of this team as they work with you to reach goals that are individualized to meet your life and goals. For more information, call (202) 877-4NRH or ask your Case Manager for additional information.

#### Is Home Care Right for You?

Hospital stays are very short today. You might go home before you fully



understand your diagnosis; before you can handle your wound care by yourself; before you can get out of bed unassisted; or while you are still weak and unable to go to the doctor's office for follow-up care. In such situations home care can provide a continuation of the care you received in the hospital from nursing, therapy, or aide services.

Home care can bring the services, technologies, therapies and equipment of a hospital into the comfort and privacy of your home. Again, your case manager can review with you the many options available.

MedStar Health Visiting Nurse Association (VNA) has been providing home care since 1900. They can ease your transition from hospital to home because they have answers to many of your questions and concerns. The first step is knowing that you, a family member, or your doctor can call 1-800-862-2166 to arrange for home care 24 hours a day, seven days a week.

VNA works with your doctor and you to develop an individualized care plan. We then put together a home care team of skilled professionals who work with you and your family to understand your condition, determine how many visits are needed, and what types of services you can expect to receive. The home care team may include a nurse, therapist, home health aide, social worker or nutritionist depending on your needs. The team may also include IV therapy to provide chemotherapy, antibiotic therapy, and pain control therapy or total parenteral nutrition.

#### Medical Records

Because your medical records are confidential, the Hospital has safeguards in place to protect the privacy of your records.

Your written permission is required for the release of information from your records except in those situations specified by the federal Health Insurance Portability and Accountability Act (HIPAA). (You should have received a pamphlet, "Notice of Privacy Practices" when you first came to Georgetown University Hospital. This document outlines all of our procedures and practices related to protecting your health information.) While the information in your medical record is about you and is your information, the actual physical record is the property of GUH. Your physician will usually arrange to send information from your record to those who will be seeing you for follow-up care. However, there may also be other circumstances that require you to obtain copies of your records. If this is the case, please contact our Health Information Management Department at (202) 444-3392 to make arrangements for any record-related information pertaining to your stay here. Please note, requests for records related to outpatient doctor's office appointments must be separately requested directly through your doctor's office. There is a charge for patients who wish to obtain copies of their medical records for personal use.

#### Saying Thanks

Patients frequently ask how they can best express their gratitude for the compassionate care they receive at our hospital. Staff members are not permitted to accept tips or gratuities, and gifts are discouraged. However, if you feel that staff members have excelled in caring for you, we urge you to mention them by name in a letter to our hospital president (c/o Main Administration, Georgetown University Hospital, 3800 Reservoir Road, Washington, DC 20007). They will be recognized as a "Georgetown Star". You may also receive a Patient Satisfaction survey (see below). This is another opportunity for you to highlight any service or employees that you wish to recognize.

#### **Donations to Georgetown University Hospital**

For those patients who wish to express their gratitude by making a tax-deductible contribution to Georgetown University Hospital, please contact the hospital development staff at (202) 444-3000 and ask to speak with a member of our hospital development team. Gifts can be made in support of a department, division or program that is most special to you. Gifts can also be made in honor of or in memory of a family member or friend, or a physician/healthcare provider. Checks should be made out to Georgetown University Hospital and any special notation regarding the gift designation should be noted in the memo portion of the check. Gifts can be sent to the following address:

Georgetown University Hospital c/o Medical Center Development PO Box 571404 Washington, DC 20057

#### Donations to the Georgetown University Hospital Patient Sharing Fund

The Georgetown University Hospital Patient Sharing Fund gratefully accepts donations to support its effort to provide emergency and temporary non-medical assistance for Georgetown patients. The fund receives donations from area churches, individual donors, patients and employees. Donations to the Sharing Fund are tax-deductible. To make a donation to the Sharing Fund, please contact Pastoral Care at ext. 4-3030, or send your check to:

Georgetown University Hospital Patient Sharing Fund c/o Department of Mission and Pastoral Care 3800 Reservoir Rd, NW Washington, DC 20007



#### **Patient Satisfaction Surveys**

Our Magnet nurses and award-winning physicians and staff are extremely proud of the quality of our healthcare. We are pleased to give you an opportunity to comment on individuals and services that you feel were particularly noteworthy. Your observations form the basis in part for our employee reward system and your suggestions about your visit at Georgetown are highly valued by those who cared for you. The survey may be delivered in the form of a phone call or a mailed questionnaire and will take about 15 minutes to complete. Patients are selected randomly to participate and you may elect to answer or not answer any specific question. We want to provide very good care and we urge you to respond to this survey if you receive one. If you have questions about participating in this effort, please contact hospital administration at (202) 444-3000.

## Information for Parents of Hospitalized Children

The staff of the Pediatric ICU and Pediatrics Unit takes great pride in offering your child excellent care. We are committed to the principles of family-centered care that encourage close collaboration and cooperation between the healthcare team, patient and parent.

#### **Your Child's Comfort**

We realize that as parents, you want your child to feel comfortable and secure while in the hospital. We encourage you to bring items from home that are familiar and reassuring to your child such as a favorite toy and book; small blanket and pillow; pajama, slippers and daytime outfit; DVD and VHS movies; and photos of family, friends and pets.

Parents or primary adult caregivers are welcome to visit their child 24 hours a day and while overnight arrangements differ depending on the acuity of your child, for general pediatric patients, a parent may spend the night in a sleeper cot in the child's room. Guests should visit during hospital hours 11:00 a.m. to 9:00 p.m. Siblings are welcome to visit but due to space limitations, no more than three people at a time, including parents, are allowed in a child's room.

#### **Preparing Your Child**

Talk with your child about the hospital and what he/she might expect during the stay. There are many members of their healthcare team who will meet with them throughout the day, such as doctors, nurses, respiratory therapists and others. They will visit and talk with the child and family in the room. The healthcare team will need to examine your child and provide clinical care such as medications, checking temperature and blood pressure. They will sometimes wear gloves, masks and gowns.

To learn more about preparing your child, please visit our webpage, <a href="https://www.georgetownuniversityhospital.org">www.georgetownuniversityhospital.org</a> and type "Child Life" under "Search." Click on "Preparing Your Child for Hospitalization."



#### Patient and Family Services

Many services, geared specifically towards hospitalized children, their families and their needs are available to our patients and their families. These services include:

- Licensed Clinical Social Workers devoted to pediatrics, offering counseling and support in collaboration with the members of the healthcare team.
- Child Life Specialist specially trained to meet the emotional and developmental needs of your child throughout the hospital experience. The Child Life Specialist can provide you and your child positive coping strategies to diminish the stress and fear that can occur during unexpected or planned hospital admission, through therapeutic play and recreational activities such as arts and crafts, toys, games, seasonal celebrations. The Child Life Program offers your child and family opportunities for diversional activity and socialization. Please contact the Child Life Specialist at ext. 4-3037.
- Pastoral Care offering spiritual counseling and use of the chapel to all families.
- Family lounge for the use of patients, siblings and their families is located on the pediatric floor.
- Patient Advocates that support families and help them to navigate all aspects of hospitalization and care.

More information related specifically to the care of our hospitalized children is available upon admittance to the Pediatric Floor, including information regarding the medical team, hospital routines, patient updates, visiting hours, international services, donor-directed blood, discharge and the Pediatric Parent Advisory Board.

## **Understanding the Billing Process**

Payment in full is expected upon receipt of our statement. To discuss payment of your balance, or to inquire about financial assistance, please contact Customer Service at (202) 444-1400 or outside the Metro area (toll-free) at 1-888-896-1400.

Sometimes it is important that we contact you by telephone or mail. Please make sure that the hospital has your accurate telephone number and mailing address on file. If you are not sure your information is correct, please contact our Customer Service Unit at (202) 444-1400 or outside the Metro area (toll-free) at 1-888-896-1400.

After your discharge, most patients will receive two bills from Georgetown University Hospital: One for hospital services and one for hospital-employed physician services. You also may receive other bills from non-Georgetown staff that are related to your stay at the hospital (see "Other billing Services" below for additional details).



#### **Hospital Services**

#### **Inpatient Hospital Billing Statements:**

A claim for payment will be sent to your insurance company after you have been discharged from the hospital. Once your insurance carrier has processed the claim, you will receive a bill requesting payment for any balance determined to be your responsibility. Statements are sent every few weeks indicating your new balance after any payments are received.

#### **Outpatient Hospital Billing Statements:**

A claim will be submitted to your insurance carrier a few days after your visit to the hospital. You will be billed for any balance determined to be your responsibility after your insurance company processes the claim. Statements are sent every few weeks and will reflect your new balance after payments are received.

#### Physician Billing Services

Claims for physicians who are employed by Georgetown University Hospital will be submitted to your insurance carrier a few days after the service was rendered. You will be billed for any balance determined to be your responsibility after your insurance company has processed the claim. Statements are sent every few weeks and will reflect your new balance after payments and/or additional charges are posted to your account. Sometimes it is important that we contact you by telephone or mail. Please make sure that the hospital has your accurate telephone number and mailing address on file. If you are not sure your information is correct, please contact our Customer Service Unit at (202) 444-1400 or outside the Metro area (toll-free) at 1-888-896-1400.

#### **Billing Questions**

Our Customer Services Unit handles and resolves patient telephone requests and inquiries concerning both hospital and physician billing issues. The customer service unit accepts calls from 8:00 am to 4:30 pm, Monday through Thursday and Friday 8:00 am - 1pm. They can be reached at 444-1400 or outside the metro area (toll-free) at 1-888-896-1400 or via fax at 444-2878. On our web page you will find additional information about billing and samples of both our physician and hospital patient statements. You can also place a customer service inquiry regarding your hospital and/or physician account on our website: <a href="https://www.GeorgetownUniversityHospital.org/billing/">www.GeorgetownUniversityHospital.org/billing/</a>.

#### Financial Assistance

If you do not have insurance or lack comprehensive insurance coverage, please call the Pre-certification Department at (202) 444-7226 to speak with our financial counselors about payment plans or eligibility for Medicaid or other financial assistance programs. There are several financial assistance options



available to our patients. If you contact us, we will bring all the necessary information and forms to your hospital room for you to complete.

#### **Other Services**

Should you receive services from non-Georgetown employed providers, outside labs, medical equipment suppliers, etc. you will receive a separate statement from them.

#### **Numbers To Know**

Georgetown University Hospital(202) 444-2000
Administrationext. 4-3000*
Admissions (Patient Access)ext. 4-3180
Billing Serviceext. 4-1400
(888) 896-1400 (toll free)
Cosmetology Servicesext. 4-3040
Georgetown M.D(202) 342-2400
(866) 745-2633 (toll free)
Lombardi CancerLineext. 4-4000
Lost And Foundext. 4-2890
Patient Advocacyext. 4-3040
Patient Care Line(202) 444-CARE (ext. 4-2273)
Interpreter Services / Foreign Languageext. 4-1588
Interpreter Services / American Sign Languageext. 4-3040
Medical Recordsext. 4-3392
Outpatient Pharmacyext. 4-3772
Patient Informationext. 4-2000
Pastoral Careext. 4-3030
Page Operatorext. 4-PAGE (ext. 4-7243)
Parking Officeext. 4-3802
Protective Servicesext. 4-4440 (non emergency)
ext 4-4444 (emergency)
Social Work/Case Managementext. 4-3750.
Surgery Family Waiting Areaext. 4-2709
Telecommunications Help Deskext. 4-2111
Volunteer Servicesext. 4-5545

<sup>\*</sup>Five-digit numbers indicate extensions within the hospital. If calling from outside, dial (202) 44 and proceed with the above extension.

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QUESTIONS FOR MY DOCTOR		
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