



Washington State Department of

Health

Certificate of Need Program
P.O. Box 47852
Olympia WA 98502-7852

FOR DEPARTMENT USE ONLY

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CN20-50

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By CERTIFICATE OF NEED PROGRAM at 1:54 pm, Feb 28, 2020

**Application for Certificate of Need
Adult Elective Percutaneous Coronary Interventional Services**
(Do Not Use this form for any other type of hospital project)

Certificate of Need applications must include the appropriate fee (WAC 246-310-990.)

This is an application for a Certificate of Need under state law and rules. (RCW Chapter 70.38 and WAC 246-310). I hereby certify that the statements in this application are correct to the best of my knowledge and belief. I understand that any misrepresentation, misleading statements, evasion, or suppression of material fact in this application may be used to take actions identified in WAC 246-310-500.

I signature authorizes the Department of Health to check the credit of the corporation or business and its principals; to obtain a credit report; and to verify any responses provided. The department will use such information as appropriate to further program purposes. The department may disclose this information when requested by a third party to the extent allowed by law.

Applicants(s)

Owner:

Legal Name of Owner:

CHI Franciscan/Highline Medical Center

Address of Owner:

16251 Sylvester Road SW
Burien, WA 98166

Operator:

Legal Name of Operator:

The operating entity is the same as the owner.

Address of Operator:

The operating entity is the same as the owner.

Name and Title of Responsible Officer: **(Print)**

Thomas Kruse, SVP and Chief Strategy Officer

Name and Title of Responsible Officer: **(Print)**

The operating entity is the same as the owner.

Signature of Responsible Officer

Sign here please

Signature of Responsible Officer

Sign here please

Date: February 27, 2020 Telephone: 253-680-4003

Type of Ownership:

- District
- Private Non-Profit
- Proprietary - Corporation
- Proprietary - Individual
- Proprietary - Partnership
- State or County

Operation of Facility:

- Owner Operated
- Management Contract
- Lease

Project Description Summary:

Highline Medical Center's purpose is to establish an elective percutaneous coronary intervention program.

Estimated Capital Expenditure as defined in WAC 246-310-010(10): \$0 _____

Intended Project Start Date: Upon CN approval _____ Intended Project Completion Date: _____

Application Contacts:

Primary:

Name: _____
 Title: _____
 Address: _____

 Phone: _____

Thomas Kruse
 Senior Vice President and Chief Strategy Officer
 1717 South J Street
 Tacoma, WA 98401-2197

 (253) 426-4101

Financial Projections/Statements

Name: _____
 Title: _____
 Address: _____

 Phone: _____

Other:

Role: _____
 Name: _____
 Title: _____
 Address: _____

 Phone: _____

February 27, 2020

Nancy Tyson, Executive Director
Certificate of Need Program
Department of Health
P.O. Box 47852
Olympia, WA 98504-7852

Dear Ms. Tyson:

Please find CHI Franciscan/Highline Medical Center's certificate of need application proposing to establish an adult elective percutaneous coronary intervention program. Please note that the appropriate review and processing fee of \$40,470 was received by the Certificate of Need Program on February 27, 2020.

Please do not hesitate to contact me directly with any questions.

Sincerely,



Thomas A. Kruse
Senior Vice President and Chief Strategy Officer



**CERTIFICATE OF NEED APPLICATION
PROPOSING THE ESTABLISHMENT
OF AN
ELECTIVE PERCUTANEOUS CORONARY INTERVENTION
PROGRAM**



February 2020

Section 1 Applicant Description

A. Owner Description

1. Legal name(s) of owner(s)

The legal name of the applicant is CHI Franciscan Highline Medical Center (Highline). Highline is a Washington not-for-profit corporation. CHI Franciscan Health System (CHI Franciscan) is the sole corporate member of Highline.

CHI Franciscan is part of Common Spirit Health, the new entity formed following the merger of Catholic Health Initiatives and Dignity Health in February of 2019. Common Spirit Health is the largest not-for-profit health care system in the United States, but does not have direct ownership or management of any facilities in Washington State.

2. Address of each owner(s)

The address of Highline is:

16251 Sylvester Road SW
Burien, WA 98166

3. Provide the following information about each owner.

a. Identify each person or individual with a ten percent or greater financial interest and the percent of financial interest.

Highline is a Washington not-for-profit corporation. As a 501 (c) (3), no person or individual holds any interest in Highline.

b. For out-of-state corporations or partnerships, provide proof of registration with Secretary of State, Corporations, Trademarks, and Limited Partnerships Division.

This question is not applicable.

- c. Show relationship to any organization as defined in Section 405.427 of the Medicare Regulations.**

The relationship information described in 42 CFR 413.17 is included in the organizational chart in Exhibit 1.

- d. Provide a chart showing organizational relationship to any related organizations as defined in Section 405.427 of the Medicare Regulations.**

The relationship information described in 42 CFR 413.17 is included in the organizational chart in Exhibit 1.

B. Operator Description

- 1. Provide the legal name and address of operating entity (unless same as owner).**

The operating entity is the same as the owner/Applicant.

- a. For out-of-state corporations or partnerships, submit:**

- i. Proof of registration with Secretary of State, Corporations, Trademarks, and Limited Partnerships Division.**

This question is not applicable.

- ii. A chart showing organizational relationship to any related organizations as defined in Section 405.427 of the Medicare Regulations.**

The relationship information described in 42 CFR 413.17 is included in the organizational chart in Exhibit 1.

- 2. Is the applicant currently reimbursed for services provided under the Medicare program?**

Highline is currently reimbursed for services provided under the Medicare Program.

- 3. If no to question 2, does the applicant propose to be reimbursed for services provided under the Medicare program?**

This question is not applicable.

- 4. Is the applicant currently reimbursed for services provided under the Medicaid program?**

Highline is currently reimbursed for services provided under the Medicaid Program.

- 5. If no to question 4, does the applicant propose to be reimbursed for services provided under the Medicaid program?**

This question is not applicable.

- 6. For each Washington and out-of-state health care facility owned or managed by the applicant or related party list the following:**

- a. Name**
- b. Address**
- c. Medicare provider number**
- d. Medicaid provider number**
- e. Specify whether facility is owned or managed.**

The provider numbers for Highline are¹:

Medicare: 500011
Medicaid: 3319506
NPI: 1558333682
Tax ID: 91-0712166

Information on all of the other facilities owned/operated and/or affiliated with CHI Franciscan is included in Exhibit 2.

¹ Highline's NPI and Tax ID numbers are also used for Medicaid billing.

7. For each out-of-state health care facility owned or managed by the applicant or related party, provide the following contact information for the state entity responsible for the licensing or certification of each facility.

- a. Entity Name**
- b. Address**
- c. Phone number**
- d. Contact person**
- e. Applicant or related party facility name**

Information on all of the other facilities owned/operated and/or affiliated with CHI Franciscan is included in Exhibit 2.

Section 2 General Hospital Information

A. Site Information

1. Location where the PCI services will be provided.

The elective PCI program will be located within Highline Medical Center located at:

16251 Sylvester Road
Burien, WA 98166

- #### 2. Submit a copy of either an Environmental Impact Statement or a Declaration of Non-Significance from the appropriate governmental authority if this project involves construction of 12,000 square feet or more OR construction associated with parking for forty or more vehicles. Note: Under the provisions of WAC 246-03-030, the department may not issue a Certificate of Need until the requirements of SEPA have been met.

This project involves no construction. As such, this question is not applicable.

- #### 3. Identify the PCI planning area. WAC 246-310-705 lists PCI planning areas for the State of Washington.

Highline is located in the PCI Planning Area 10, commonly known as King West.

- #### 4. Identify all other hospitals in the PCI planning area providing either PCI or open-heart surgery services.

Four other hospitals are located in PCI Planning Area that operate elective PCI or open heart surgery services. These providers include:

Northwest Hospital
Swedish Cherry Hill
Virginia Mason Medical Center
University of Washington Medical Center

5. Identify in statute miles (straight line measurement) the three closest hospitals authorized to perform either PCIs or open-heart surgery from the applying hospital.

The three closest hospitals (in statute miles) authorized to perform elective PCIs, along with average driving distances and times from Highline, are detailed in Table 1.

Table 1
Statute Miles and Driving Distances/Times to Three Closest Hospitals
Providing Elective PCI or Open Heart Surgery

Name of Hospital	Statute Miles from Highline	Driving Distance (Time)
Valley Medical Center, Renton	5.96	18 min
Virginia Mason	10.5	21 min
Swedish Medical Center	10.5	25 min

Source: Microsoft MapPoint software. Driving times from Google maps.

B. Capacity Information

1. Provide the following information:

Table 2 provides information on the existing cardiac catheterization laboratories at Highline.

Table 2
Existing and Proposed Cardiac Catheterization Labs

	Existing	Proposed
Dedicated Diagnostic	0	0
Dedicated Therapeutic	0	0
Mixed use (Diagnostic and Therapeutic)	1	1

Source: Applicant.

2. Identify the number of emergent PCIs performed in the last 3 calendar years. If no emergent PCIs were performed in any of the years, use N/A.

The historical numbers of emergent PCIs performed at Highline are included in Table 3. The decrease in volumes over the period of 2017-2019 is directly related to challenges of the prolonged period of time without elective PCI. While Highline has been able to stabilize interventional cardiology, highly competent support staff (RNs and certified techs), increasingly choose to seek employment at a Program with elective capacity. The turnover of staff has led to a need to redirect EMS to other Level 1 cardiac centers at times. As has been the case in every other program in the greater Puget Sound area that has added elective PCI, staffing challenges will mitigate with an elective Program.

Table 3
Historical Numbers of Emergency PCIs

Year	PCIs
2017	178
2018	154
2019	138

Source: Applicant

3. List, by specialty, the number of physicians currently employed by the hospital properly credentialed to perform emergent and elective PCIs.

Table 4 details the cardiologists currently on the active medical staff of Highline. Each cardiologist is properly credentialed to perform PCIs.

Table 4
Cardiologists on the Active Medical Staff Credentialed to Perform PCIs

Physician	Department of Health Professional License No.	Board Certifications
Freij A Gobal	MD60590251	Internal Medicine Cardiovascular Disease Interventional Cardiology
Chatchawan Piyaskulkaew, MD	MD60733496	Internal Medicine Cardiovascular Disease Interventional Cardiology Adult Echocardiography Nuclear Cardiology
Daniel W. Gottlieb	MD00021018	Internal Medicine Cardiovascular Disease Interventional Cardiology
Keval Shah, MD	MD60714513	Cardiovascular Disease Interventional Cardiology

Source: Applicant.

Section 3

General Project Description

- 1. Describe the proposed project. This description should include:**
 - a. A description of changes to the hospital's current cardiac catheterization services operations.**
 - b. An identification and description of changes to the other hospital support services operations.**
 - c. A description of any proposed conversion or renovation of existing space, or new construction.**

Highline has operated a high volume, high quality heart and vascular intervention program for almost three decades. For more than two decades Highline has advocated, first for either an administrative or legislative change that would allow hospitals without on-site surgery back-up to perform elective cases, then, once the law was changed in 2007, for rules to reflect the reality of operating in South King County, where communities are aged, highly diverse and experience statistically significant higher rates of acute MIs and cardiac death.

Highline primarily serves the communities of Burien, Normandy Park, Des Moines, SeaTac, Tukwila, Georgetown and White Center, – a very diverse and elderly service area. Despite Highline's active participation in the rulemaking, our community was ultimately "gerrymandered" into a large Planning Area that contains only tertiary and quaternary providers when the rules were adopted in December 2008. As a result of the architecture of the Planning Areas in King County, every King County acute care, non-CAH hospital in operation at that time that did not already perform open heart surgery--except Highline-- was able to apply for and secure a CN.

For more than a decade, the residents of Highline's service area have been disadvantaged by the fallacy of the King West Planning area. Highline has directly performed 140-170 emergency PCIs annually, and with the drop in volume attributed to staffing challenges, is forced to redirect EMS to other Level 1 cardiac centers at times. It also directly refers more than 50 cases annually for elective

Without a full service program, we have community residents that opt to not seek elective care outside of our community and end up with an emergency event. It is also challenging to retain trained technical and catheterization laboratory staff in one of the only major suburban communities in the entirety of the Puget Sound that is limited to emergency procedures only.

For most health planning purposes, but not PCI, Highline's service area parallels the area that the Department defines as the Southwest King Hospital Planning Area. Throughout this application, we will use the terms "Highline Service Area", "Service Area" and "Southwest King Planning Area" interchangeably.

The King West Planning Area includes all the major downtown Seattle hospitals. While over 65%² of the PCI procedures at these downtown hospitals come from outside the PCI planning area, 100% of these provider's volume is counted as "capacity" when determining need under the Department of Health's PCI projection methodology, resulting in a chronic and persistent surplus of PCI capacity.

Highline submitted a CN application that was denied in 2013 solely because of lack of numeric need in PCI Planning Area 10. After appealing that CN decision and settling with the Department (with the settlement agreement being a commitment to start rulemaking) and after a two-year rulemaking effort that fundamentally failed to address South King County's unique demographics and barrier that limit access, Highline resubmits this application.

As the text box on this page demonstrates, South King is significantly different than the rest of King, and there is a "laser focus" by Public Health and many hospitals to address defined gaps and health disparities. In part due to the socioeconomics of the community, the rate of acute MIs is 44% higher in Highline's Service Area than in the rest of King County as are many other indicators of health.

As we work on the long-term strategy of improving socioeconomic factors and health status, access to a full range of heart services by a provider such as Highline that is known, trusted, and accessible to the community is key to improving outcomes. Both CN rules and State and Federal case law clearly provide the Department the discretion to approve the project so that the residents of Highline's highly diverse Service Area can enjoy the same timely and life-saving access to PCI as other areas of the County and State.

Highline is fully prepared to begin elective capabilities immediately upon CN approval. There is no new equipment or any capital expenditure associated with this project. There are also no changes, modifications, or additions needed to other hospital support services or operations to accommodate the incremental elective PCI activity.

Recent analyses also found persistent (and increasing) disparities by geographic location, or place. We focus primarily on King County's South Region, which also has the highest concentration of poverty, plus disproportionate representations of people of color and immigrants (half of whom settle in South Region), and significant linguistic diversity. One in four South Region adults has a bachelor's degree, compared to more than half of adults in each of the county's other regions. Not surprisingly, a close look at South Region reveals some of the same disparities that emerged when we focused on poverty.

Access to care and use of preventive services: South Region residents had the lowest rates of health insurance and annual dental visits by adults, and the highest rate of unmet medical needs due to cost

EQUITY & SOCIAL DETERMINANTS OF HEALTH

To strengthen communities and improve the health of King County residents, we need to address deeply rooted inequities by race and place, repeatedly documented in this report. The seeds of many disparities were sown by a history of selective disinvestment in certain communities.

² CHARS Database 2018 and Department of Health outpatient 2018 PCI surveys.

2. Projected number of PCIs for the first three years of operation following project completion:

Table 5 details the total number of the PCIs estimated for the first three full years of the project.

Table 5

Year 1	Year 2	Year 3
200	225	250

Source: Applicant.

3. Percent of patient revenue, by payor source:

Table 6 details Highline’s current and proposed sources of revenue by payor.

Table 6
Percent of Gross Patient Revenue, by Payor Source³

Source of Revenue	Hospital as Whole	Current Cardiac Catheterization Services	Proposed Cardiac Catheterization Services, with Elective
Medicare	44.5%	56.6%	46.4%
Medicaid	22.9%	19.0%	16.7%
Managed Care	25.0%	19.4%	29.1%
Commercial	0.9%	0.0%	0.0%
Other Government	3.1%	2.3%	4.0%
Self-Pay	3.6%	2.7%	3.7%
Total	100.0%	100.0%	100.0%

Source: Applicant.

4. Total estimated capital expenditures necessary to provide PCI services.

There is no capital expenditure associated with the establishment of the elective PCI program.

5. Source of financing for capital costs for the PCI services.

This project has no capital expenditure, and therefore no financing is required.

³ This is all charges associated with the encounter/inpatient stay, not just those generated in the cath lab.

6. Equipment proposed:

a. List of new and replacement equipment.

No equipment is proposed.

b. Description of equipment to be replaced, including cost of equipment and salvage value, if any, or disposal or use of the equipment to be replaced.

No equipment will be replaced.

7. If construction or alterations to existing space is involved, provide single line drawings to scale of current locations which identify current department or services.

No construction or alterations are proposed.

8. If construction or alterations to existing space is involved, provide single line drawings to scale of proposed locations which identify proposed departments or services.

No construction or alterations are proposed.

9. Timetable for implementing the proposed project:

a. Projects involving Construction:

- | | |
|---|-----|
| i. Month/Year for obtaining construction financing | N/A |
| ii. Month/Year for obtaining permanent financing | N/A |
| iii. Month/Year for obtaining funds necessary to undertake the project. | N/A |
| iv. Month/Year submission of preliminary drawings to Construction Review Services. | N/A |
| v. Month/Year submission of final drawings to Construction Review Services. | N/A |
| vi. Month/Year construction contract award. | N/A |
| vii. Month/Year 25% of construction completed | N/A |
| viii. Month/Year 50% of construction completed | N/A |
| ix. Month/Year 75% of construction completed | N/A |
| x. Month/Year construction completed | N/A |

b. Projects without construction AND projects following completion of construction:

- | | |
|---|-----|
| i. Month/Year 25% toward service implementation completed | N/A |
| ii. Month/Year 50% toward service implementation completed | N/A |
| iii. Month/Year 75% toward service implementation completed | N/A |
| iv. Month/Year services implementation complete and offering services. | |

January 1, 2021

Section 4 Need

Note: The Department of Health adopted new PCI rules effective April 20, 2018. The major rule changes occurred at WAC 246-310-720 (1) (Hospital Volume Standards) wherein the minimum volume requirements for hospitals performing adult elective PCIs must perform 300 PCIs by the end of their year of operation was reduced to 200; WAC 246-310-725 (Physician volume standards) wherein the requirement that the applying hospital demonstrate that physicians performing adult elective PCI procedures must perform a minimum of 75 PCIs per year was reduced to 50 PCIs per year and WAC 246-310-745 (Need Forecasting methodology) wherein (the net need for additional adult elective PCI procedures was reduced from needing to be at least 300 to at least 200). We have verified that the CN Program has not updated its PCI Certificate of Need Application Guidelines to reflect these changes. Highline used the current PCI CN guideline packet, but adjusted the language in select questions to reflect the current WACs.

A. Numeric Need

1. Compute the numeric need using the method in WAC 246-310-745.

There is an oversupply of PCI using the methodology in WAC 246-310-745 as applied to King West or PCI Planning Area 10.

B. PCI Planning Area Need

2. Identify and analyze the unmet need this project is to address. The analysis should include:

- a. The problems this project is expected to address.**
- b. The negative impact and consequences of these unmet needs.**
- c. Identify any deficiencies.**

Highline primarily serves the communities of Burien, Normandy Park, Des Moines, SeaTac, Tukwila, Georgetown and White Center, – a very diverse and elderly service area. For most health planning purposes, but not PCI, this area parallels the area that the Department defines as the Southwest King Hospital Planning Area. Because of how the planning areas were constructed when the rules were adopted in January of 2008, every King County acute care, non-CAH hospital in operation at that time that did not already perform open heart surgery--except Highline--was able to apply for and secure a CN. The residents of Highline's service area have been seriously disadvantaged by the fallacy of the King West Planning area.

In addition to Highline, the King West Planning Area includes all the major downtown Seattle hospitals. 65% of the PCI procedures at these downtown hospitals come from outside the PCI planning area and 85% of King West residents receive their PCI in King 10⁴. The methodology does not incorporate in-migration or outmigration and 100% of the volume of PCI approved providers is counted as “capacity” when determining need under the Department of Health's PCI projection methodology, resulting in an unbalanced equation and a perpetual surplus of PCI capacity in King 10.

The 2019 King County Hospital’s Community Health Needs Assessment confirms that South King County is home to some of the most racially and ethnically diverse communities in the County. It also confirms that South King County experiences disparities in multiple health and social indicators. and that chronic illnesses are more prevalent and life expectancy is lower than in the rest of the County. People of color and low-income residents are at disproportionate risk of being uninsured and having poor health and social outcomes. Access to a full range of heart services by a provider such as Highline that is known, trusted, and accessible to the community is one key to improving outcomes for our underserved community. Both CN rules and State and Federal case law clearly provide the Department the discretion to approve the project so that the residents of Highline’s highly diverse Service Area can enjoy the same timely and life-saving access to PCI as other areas of the County and State.

As demonstrated in Table 7, CHARS data documents that acute MI rates have been and continue to be, higher in Southwest King versus the rest of King County.

Table 7

Southwest King County Acute MIs					King County (Less Southwest King) Acute MIs				
	2016	2017	2018	Average 2016-2018		2016	2017	2018	Average 2016-2018
15+ Population	211,175	214,001	216,916	214,031	15+ Population	1,551,542	1,579,527	1,608,340	1,579,803
Acute MI Discharges	241	266	259	255	Acute MI Discharges	1,075	1,321	1,532	1,309
Acute MI rate per 1,000 Population age 15+	1.141	1.243	1.194	1.193	Acute MI rate per 1,000 Population age 15+	0.693	0.836	0.953	0.829

Source: WA State CHARS Database, age 15+, DRGs 280-285.

⁴ CHARS Database 2018 and Department of Health outpatient 2018 PCI surveys.

C. Applicant Hospital Volumes

1. Submit a detailed analysis of the projected volume of adult elective PCIs that the hospital anticipates it will perform in the first three years operations.

As noted earlier, Highline already directly performs 145-170 emergency PCIs annually and refers at least another 50 for elective PCI, and as noted earlier the drop in volume, which is directly attributed to staffing challenges, has forced Highline to redirect EMS to other Level 1 cardiac centers at times. With the 50 patients that are annually referred for elective nearly 200 cases are already “controlled” by Highline and its providers. Highline, for most CN activities, is part of the Southwest King Hospital Planning Area. The PCI methodology applied to this planning area identifies a need, in 2023, for more than 300 cases. 24% of Highline’s total patient discharges are generated by residents of Southwest King, we expect this to be comparable in the elective PCI program.

Based on this information, Highline averaged its three years of PCI volumes (2017-2019) and added the approximately 50 cases referred annually for an elective procedure from Highline. Additional assumptions are as follows:

Year 1: Highline assumed as its baseline 157 PCIs. In addition, it was also assumed that 35 of the 50 cases that were transferred for elective PCI would return/stay at Highline for a total of 192 PCIs. Highline then conservatively assumed an additional 8 cases in Year 1 (2021) due to population growth and aging and stabilization of staff.

Year 2: In Year 2 (2022), Highline assumed total volumes would grow to 225. The additional 25 cases are due to additional recapture (10 cases) plus growth of another 15 cases (or 7% of total) for a total of 225 cases.

Year 3: In Year 3 (2023), Highline has assumed that it will grow from 225 to 250. The additional 25 cases are due to additional recapture (5 cases) plus growth of another 20 cases (or 8% of total) for a total of 250 cases.

2. Hospitals with elective PCI programs must perform a minimum of 200 adult PCIs per year by the end of the third year of operation and each year thereafter. Provide documentation that demonstrates:

- a. How the hospital intends to comply with state of Washington annual PCI volume standards (two hundred) by the end of year three and each year thereafter.

Our response to Question #1 above demonstrates how we intend to comply with the 200 requirement.

- b. How the hospital intends to assure that all physicians working only at the applicant hospital will be able to meet volume standards of fifty PCIs per year.**

Highline has four interventional cardiologists that cover the emergency cases. One of the interventional cardiologists, Dr. Gobal will cover the elective program. Data from 2016-2018 CHARS data that he meets the minimum volume standard of 50 PCIs per year

D. Existing Hospital Volumes

- 1. Document that all existing PCI and open-heart surgery programs in the PCI planning area are meeting or exceeding the minimum volume standard.**

Table 8 details the Planning Area current capacity (per the Department’s numeric need methodology). This table documents that each existing adult provider meets the minimum volume standard.

Northwest Hospital
 Swedish Cherry Hill
 Virginia Mason Medical Center
 University of Washington Medical Center

**Table 8
 PCI Planning Area 4 Existing Provider Volumes 2018**

Current Approved Programs	Survey Data		
	2018 Inpatient Procedures	2018 Outpatient Procedures	2018 Total Procedures
Northwest Hospital	127	56	183 ⁵
Swedish Cherry Hill	331	485	816
Virginia Mason Medical Center	144	440	584
University of Washington Medical Center	215	511	726

Source: WA State CHARS Database and Outpatient Surveys

⁵ Northwest total PCI volume reported to COAP is 222 cases in 2018. Consistent with the Department’s 2020 decision in Planning Area #5, the COAP volume can be used to show compliance with this requirement.

2. **New programs may not reduce current volumes at the University of Washington fellowship training program. Submit a detailed analysis that:**
 - a. **Evaluates the impact that your new adult elective PCI services will have on the Cardiovascular Disease and Interventional Cardiology Fellowship Training programs at the University of Washington.**
 - b. **Identifies the opportunity given to the University to respond.**
 - c. **Includes any University response.**

In 2018, the UWMC Program performed more than 700 cases. Approval of the Highline program will not reduce the volume at the UWMC. In 2018, UWMC performed a total of 24 PCIs on residents of Highline’s PSA. The patient origin of UWMC’s patients from Highline’s PSA is shown in Table 9.

Table 9
UWMC PCIs Performed on Residents of Highline’s PSA, Defined as the Zip Codes Comprising the Southwest King Hospital Planning Area

Zip	City	County Name	Inpatient	Outpatients	Total
98070	Vashon	King	2	1	3
98106	Seattle	King	1	1	2
98116	Seattle	King	0	2	2
98126	Seattle	King	3	1	4
98136	Seattle	King	2	0	2
98146	Seattle	King	1	0	1
98148	Seattle	King	1	1	2
98166	Seattle	King	1	2	3
98168	Seattle	King	4	3	7
98188	Seattle	King	0	5	5
98198	Seattle	King	0	3	3
Total			15	19	34

Source: CHARS Age 15+, MS-DRGs 250, 251, 248, 249, 246, 247. WA Department of Health survey of PCI hospitals 2018 data.

UW Medicine operates a large clinic within the Highline’s PSA, and the majority of referrals to UWMC are likely generated directly by that clinic. Highlines’ interventional cardiologists have historically referred only highly complex PCI patients to UWMC. As such, we do not anticipate that UWMC’s volumes from our service area will be impacted, and we do not expect any reduction in cases performed at UWMC based on the commencement of elective services at Highline.

Both CHI Franciscan and Highline value the resource that an academic tertiary center provides to Washington State and its essential role in the training of new cardiologists. We have submitted a letter to UWMC substantiating this commitment and the lack of impact an elective PCI program at Highline will have on UWMC’s program that we can provide upon request.

E. Access to Services

- 1. Document the manner in which the hospital intends to assure access to needed PCIs services by:**
 - a. Low-income persons**
 - b. Racial and ethnic minorities**
 - c. Women**
 - d. Disabled persons**
 - e. Other underserved groups**

Both CHI Franciscan and Highline are committed to providing health care services to all individuals based on need. There is no discrimination on the basis of income, race, ethnicity, sex, or handicap.

For hospital charity care reporting purposes, the Department divides Washington State into five regions. Highline is located in the King County Region. According to 2016-2018 charity care data produced by the Department (the latest data available), the three-year charity care average for the Region, excluding Harborview, was 1.00% of gross revenue and 2.11% of adjusted revenue. During the same time frame, Highline's charity care was 1.39% and 4.49%, respectively. The percentage of charity care included in the PCI pro forma is 3.1% of total revenue; which is based on FY2020 year to date.

- 2. Provide the following:**
 - a. Copy of the hospital's admissions policy**
 - b. Copy of the hospital's community service policy**
 - c. Copy of the hospital's charity care policy. If the hospital has more than one charity care policy based on type of service, provide a copy of all charity care policies.**
 - d. Other information as appropriate**

Copies of the requested policies are in Exhibit 3.

Section 5 Financial Feasibility

A. Financial Statements

- 1. Provide detailed descriptions of each assumption used to develop the financial projections.**

The underlying assumptions are detailed in Exhibit 4.

- 2. Estimated Start-up and Initial Operating Expenses.**

Highline has operated a catheterization laboratory for nearly 30 years. There will be no start-up or initial operating expenses.

- 3. Complete the financial statements in the format provided below:**

The requested financials are included in Exhibit 4.

B. Projects Involving Construction

- 1. Identify all applicable estimated capital costs**

There are no capital costs. The existing laboratory can accommodate the incremental procedures.

- 2. Provide a copy of a signed nonbinding contactor's estimate of the project's construction cost, movable equipment, fixed equipment, consulting fees, site preparation, and supervision and inspection of the site (Items e, f, g, i, j, and k, above)**

Given that there are no capital costs, this question is not applicable.

- 3. Using the chart below, breakdown the estimated capital cost for each service (cost center) affected by this project. For each service (cost center) provide, gross square feet to be impacted by construction, and estimated costs for items.**

Given that there are no capital costs, this question is not applicable.

- 4. Identify the increase in capital costs per patient day that would result from this project using the chart below:**

There will be no increase in capital costs per patient day.

C. Project Financing-All Projects

- 1. Identify the sources and amounts of financing for the project**

Given that there are no capital costs, this question is not applicable.

- 2. For projects to be totally or partially funded from capital allowance, identify the amount (s) of capital allowance and budget year(s) during which the funds would be used.**

Given that there are no capital costs, this question is not applicable.

- 3. Evidence of Availability of Financing for the Project. Submit one of the following:**

- a. Copies of letter(s) from lending institutions stating a willingness to finance the proposed project. The letter(s) should include:**

- i. Status of loan application(s)**
- ii. Purpose of the loan(s)**
- iii. Proposed interest rate(s) (Fixed or Variable)**
- iv. Proposed term (period) of the loan(s)**

- b. Copies of Hospital Board minutes authorizing the proposed project.**

Given that there are no capital costs, this question is not applicable.

- 4. Copies of letter(s) from the appropriate source(s) indicating the availability of financing for the initial start-up costs.**

Given that there are no capital costs, this question is not applicable.

5. **Copies of each lease or rental agreement related to the proposed project. These agreements may be in draft form, provided all parties identified in the draft agreements provide a signed “Letter of Intent to finalize” the agreement.**

There are no lease or rental agreements.

6. **For projects involving construction, identify:**
 - a. **The anticipated interest rate on the construction loan. _____%**
 - b. **Whether the long-term loan will have a fixed or a variable interest rate and the rate of interest:**
 - i. **Fixed Interest rate. _____%**
 - ii. **Variable interest rate beginning at _____ and ending at _____%**

This project involves no construction.

7. **Amortization schedule(s) for each financing arrangement including long-term, and any short-term start-up or initial operating deficit loans, setting forth the:**
 - a. **Principal**
 - b. **Term (number of payment periods) (long term loans may be annualized)**
 - c. **Interest**
 - d. **Outstanding balance at end of each payment period**

This project includes no financing.

8. **Provide a cost comparison analysis, including a discussion of the advantages/disadvantages and costs, of each of the following alternative financing methods:**
 - a. **Purchase**
 - b. **Lease**
 - c. **Capital Allowance**
 - d. **Board designated reserves**
 - e. **Interfund loan**
 - f. **Commercial loan**

This project involves no financing, and this question is not applicable.

Section 6 Structure and Process of Care

A. Staffing-General

1. For the cardiac catheterization lab ONLY identify the number of FTEs proposed by this project.

Table 10 details the current number of FTEs for the cardiac catheterization lab and for the first three years of expanded operation. As can be seen, no new staff is projected.

Table 10
Highline Cardiac Catheterization Laboratory
Current and Incremental FTEs by Year

Staff Position	Current FTEs	Year 1	Year 2	Year 3
Technologists	5.0	5.0	5.0	5.0
Nurses	6.0	6.0	6.0	6.0
Management	0.1	0.1	0.1	0.1
Total	11.1	11.1	11.1	11.1

2. Identify the number of FTEs in all other cost centers affected by this project.

There are no other cost centers in which additional staff will be added as a result of this project.

3. The hospital must be prepared and staffed to perform emergent PCIs twenty-four hours per day, seven days per week in addition to the scheduled PCIs. Provide a staff model that demonstrates how the hospital will comply with this standard.

Highline is already budgeted to staff for emergency PCIs twenty-four hours per day, seven days per week. Highline has cardiac teams that provide on-site staffing of the cath lab from 7:00 a.m. to 5:30 p.m. Monday through Friday. A call team provides coverage after hours and on weekends. Our on-call staff is in-house within 30 minutes of being contacted. Table 11 identifies Highline's current staffing plan which details this twenty-four-hour coverage. This coverage model will remain in place with the addition of our elective program.

**Table 11
Highline Current Cardiac Catheterization Lab Staffing**

Hours	Staffing
0700 to 1730 Monday- Friday	3-4 Registered Nurses 3-4 Technicians
On-Call 1730-0700 Monday-Friday 24 hours Saturday and Sunday	1 Registered Nurse 1 Technicians 1 Tech or 1 RN

Source: Applicant.

In terms of interventional cardiologists, Highline has four interventional cardiologists that currently provide 24/7 coverage for emergencies. The addition of elective PCI procedures will not result in any change in this coverage.

4. Submit a plan detailing how the applicant hospital will effectively recruit and staff the new program with qualified nurses, catheterization laboratory technicians, and interventional cardiologists.

Highline currently operates both our diagnostic catheterization and emergent PCI programs with a highly-qualified, trained, and experienced team of nurses, and catheterization laboratory technicians. These same individuals will staff Highline’s elective PCI program. Per Table 11 above, Highline does not anticipate the need to add additional staff to implement its elective intervention program. Instead, the existing staff that is operating our cath lab with exemplary outcomes will now be allowed to be more efficient and effective and will stabilize (less turnover based on lack of ability to perform electives).

The plan must include the following without negatively affecting existing staffing at PCI programs in the same planning area.

B. Staffing-Nursing and Technical

1. The lab must be staffed by qualified, experienced nursing and technical staff with documented competencies in the treatment of acutely ill patients. Provide job descriptions that demonstrate how the hospital will comply with this standard.

Highline already provides state-of-the-art, high-quality emergent PCI in its cardiac catheterization laboratory. Clearly, our current budgeted staffing and on call practices and the commitment by our cardiologists have already achieved successful outcomes. Currently, our interventional cardiologists are available 24 hours per day, 7 days a week. They provide back up when a non-interventional cardiologist takes First Call. These cardiologists must live within 30 minutes of Highline’s Emergency Room and when on call, they must reside within 30 minutes of the Emergency room at all times.

The nursing and technical staff that will be utilized for our elective program are currently already working in the lab and achieving these superior outcomes. This staff is experienced in the treatment of acutely ill patients, experienced in interventional lab procedures, and have demonstrated skills and competencies in operating PCI related technologies. Exhibit 5 contains the job descriptions and competencies for all the cath lab staff.

Any new nursing or technical staff assigned to Highline’s PCI program in the future will be required to receive specific training and competency testing related to working in the laboratory and will need to fully comply with the requirements in the relevant job description.

Table 12 identifies the names, titles and license/certification #'s for each individual that is currently assigned to the laboratory.

**Table 12
Catheterization Laboratory Staffing**

Job Position	Staff Name	License/Certification Type	License/Certification #
Cath Lab Nurses			
	Campany, Ernest	Registered Nurse	RN00114846
	Connell, Sharon	Registered Nurse	RN60865510
	Fallen, Hannah	Registered Nurse	RN61024398
	Major, Angelique	Registered Nurse	RN60980411
	Mehal, Derrick	Registered Nurse	RN60994369
	Modde, Kathleen	Registered Nurse	RN60994369
	Reeves, Brenda	Registered Nurse	RN61037468
	Richardson, Heather	Registered Nurse	RN61020124
Cath Lab Technicians			
	Catungal, Norman	Radiologic Technologist	RT61001346
	Emerson, Charles	Radiologic Technologist	RT60982406
	Lichota, Marek	Cardiovascular Invasive Specialist	IS60315969
	Rosengrant, Barbara	Cardiovascular Invasive Specialist	IS60290379
	Vangen, Lori	Radiologic Technologist	RT00004462

Source: Applicant and DOH Provider Credential Directory

- 2. The hospital must staff its catheterization laboratory with a qualified, trained team of technicians experienced in interventional lab procedures. Provide documentation that demonstrates how the hospital will ensure the following:**
 - a. Nursing staff should have coronary care unit experience and have demonstrated competency in operating PCI related technologies.**

Our existing cath lab nursing staff has current and direct experience and competencies working in an interventional laboratory. The nurses and Cardiovascular Invasive Specialists all demonstrate competency in operating PCI-related technologies on a daily basis. The nursing staff all have coronary care unit experience or equivalent. As a comprehensive acute care facility, Highline also has high quality post-procedure units that are staffed with qualified nurses with direct experience and competencies in coronary care. The job descriptions and competencies are included as Exhibit 5. Any additional nursing staff added to the cath lab will be required to demonstrate competencies in PCI related technologies and have direct coronary care, critical care, or equivalent experience.

b. Staff should be capable of endotracheal intubation and ventilator management both on-site and during transfer if necessary.

All of Highline's cath lab nurses are advanced cardiac life support (ACLS) certified and have demonstrated balloon pump placement and management competency. ACLS certification ensures that training in performing endotracheal intubation and ventilator management has occurred. In addition, all nursing staff has completed training and certification in conscious sedation. However, Highline does not rely on the cath lab staff to perform these procedures in an emergent in-lab situation. Rather, our protocol requires that we stat-call our 24/7 in-house board certified emergency room physicians and respiratory therapists to immediately respond to a respiratory code in the lab.

If a patient needs ventilator management during transfer, our cath lab nurses and/or respiratory therapists are available to accompany patients during transfer.

B. Staffing-Physician

- 1. The hospital must employ a sufficient number of properly credentialed physicians so that both emergent and elective PCIs can be performed. Provide a listing of currently employed physicians and their license number that meets this standard. If a physician is licensed in other states, provide their license number for those states.**

Highline currently has four interventional cardiologists on its active medical staff, all of which are board certified or otherwise credentialed to perform PCI. Table 13 details the required information on these four providers. Dr. Gobal will cover the elective program upon CN approval.

**Table 13
Cardiologists Qualified to Perform PCI at Highline**

Physician	Department of Health Professional License No.	Board Certification
Freij A Gobal	NPI: 1073587614 DOH: MD60590251	ABIM-Internal Medicine ABIM-Cardiology ABIM-Interventional Cardiology
Chatchawan Piyaskulkaew, MD	NPI: 1922240639 DOH: MD60733496	ABIM-Internal Medicine ABIM-Cardiology ABIM-Interventional Cardiology
Daniel W. Gottlieb	NPI: 1790778793 MD00021018	ABIM-Internal Medicine ABIM-Cardiovascular Disease ABIM-Interventional Cardiology
Keval Shah, MD	NPI: 1689839631 DOH: MD60714513	ABIM-Internal Medicine ABIM-Cardiovascular Disease ABIM-Interventional Cardiology

Source: Applicant.

- 2. If the hospital does not have physicians currently employed, identify the physicians and license number, who have made a commitment in writing to come to the applicant hospital, contingent to the hospital being awarded a certificate of need.**

Highline has existing staff, and will not recruit any additional interventional cardiologists.

- 3. Physicians performing adult elective PCI procedures at the applying hospital must perform a minimum of fifty PCIs per year. Applicant hospitals must provide documentation that physicians performed fifty PCI procedures per year for the previous three years prior to the applicant's CON request. Documentation must be in the form a signed third-party affidavit, attestation, or like document.**

While all four of the cardiologists referenced in Table 13 perform over the minimum volume of procedures, Dr. Gobal will be the cardiologist covering the elective program. His volumes can be substantiated in CHARS, as seen in Table 14. The other three cardiologists referenced in Table 13 will be responsible for performing all emergent cases at Highline.

**Table 14
Documentation of Historical 50 Case Requirements**

Cardiologist	2016	2017	2018
Freij A Gobal	68	66	71

Source: WA State CHARS Database, DRGs 246-251

C. Impact on Other Hospital Services

- 1. Describe the changes in ancillary and support services to be made in support of the proposed project.**

Highline does not propose any changes in ancillary and support services with the establishment of an elective PCI program.

D. Continuity of Care and Unwarranted Fragmentation of Services

- 1. The applicant hospital must have a signed written agreement with a hospital providing on-site cardiac surgery.**

Highline has established a partnership agreement with our sister hospital, St. Joseph Medical Center. This agreement is included in Exhibit 6.

This agreement must include, at minimum, provisions for:

- a. Coordination between the nonsurgical hospital and surgical hospital's availability of surgical teams and operating rooms. The hospital with on-site surgical services is not required to maintain an available surgical suite twenty-four hours, seven days a week.**

This requirement will be met in the partnership agreement as referenced in Exhibit 6.

- b. Assurance the backup surgical hospital can provide cardiac surgery during all hours that elective PCIs are being performed at the applicant hospital.**

This requirement will be met in the partnership agreement as referenced in Exhibit 6.

- c. Transfer of all clinical data, including images and videos, with the patient to the backup surgical hospital.**

This requirement will be met in the partnership agreement as referenced in Exhibit 6.

- d. Communication by the physician(s) performing the elective PCI to the backup hospital cardiac surgeon(s) about the clinical reasons for urgent transfer and the patient's clinical condition.**

This requirement will be met in the partnership agreement as referenced in Exhibit 6.

e. Acceptance of all referred patients by the backup surgical hospital.

This requirement will be met in the partnership agreement as referenced in Exhibit 6.

f. The applicant hospital's mode of emergency transport for patients requiring urgent transfer. The hospital must have a signed transportation agreement with a vendor who will expeditiously transport by air or land all patients who experience complications during elective PCIs that require transfer to a backup hospital with on-site cardiac surgery.

This requirement will be met in the partnership agreement as referenced in Exhibit 6. In addition, Exhibit 7 includes a draft emergency transport agreement.

g. Emergency transportation beginning within twenty minutes of the initial identification of a complication.

Highline's process requires beginning emergency transport within 20 minutes of the initial complication. This requirement has also been addressed in the partnership agreement in Exhibit 6 and emergency transport agreement in Exhibit 7.

h. Evidence that the emergency transport staff are certified. These staff must be advanced cardiac life support (ACLS) certified and have the skills, experience, and equipment to monitor and treat the patient en route and to manage an intra-aortic balloon pump (IABP).

The draft emergency transport agreement demonstrates that the transport staff will be ACLS certified. Further, and as required, our trained cath lab staff, coronary care staff, and/or respiratory therapy staff will be made available to travel with the patient for monitoring and managing an intra-aortic balloon pump.

i. The hospital documenting the transportation time from the decision to transfer the patient with an elective PCI complication to arrival in the operating room of the backup hospital. Transportation time must be less than one hundred twenty minutes.

This requirement is addressed in the emergency transport agreement in Exhibit 7. Highline will also document and review transport times as part of our overall QA/PI process for the elective PCI program.

- j. At least two annual timed emergency transportation drills with outcomes reported to the hospital's quality assurance program.**

The Partnership Agreement in Exhibit 6 and Emergency Transportation Agreement in Exhibit 7 address this requirement.

- k. Patient signed informed consent for adult elective (and emergent) PCIs. Consent forms must explicitly communicate to the patients that the intervention is being performed without on-site surgery backup and address risks related to transfer, the risk of urgent surgery, and the established emergency transfer agreements.**

This requirement will be met in the partnership agreement as referenced in Exhibit 6.

- l. Conferences between representatives from the heart surgery program(s) and the elective coronary intervention program. These conferences must be held at least quarterly, in which a significant number of preoperative and post-operative cases are reviewed, including all transport cases.**

This requirement will be met in the partnership agreement as referenced in Exhibit 6.

- m. Addressing peak volume periods (such as joint agreements with other programs, the capacity to temporarily increase staffing, etc.).**

This requirement will be met in the partnership agreement as referenced in Exhibit 6.

- 2. Provide a written quality assurance/quality improvement plan specific to the elective PCI program. At a minimum this plan must include:**

Highline will establish a PCI Committee (PCI Improvement Committee) to oversee all QA/QI activities as related to the PCI Program. This Committee will be comprised of quality/clinical effectiveness staff, cardiologists, medical directors, and cath lab staff and will oversee the development of the Highline PCI QA/QI Plan. This plan is included in Exhibit 9.

Highline is clearly committed to providing safe, quality patient care. We embrace transparency in public reporting of quality measurements to promote education and awareness among consumers. Highline participates in the Clinical Outcomes Assessment Program (COAP), a Washington State initiative designed to produce clinical information needed to improve quality of care and meet the growing demand for accountability in the health care industry. COAP can document statistically significant improvements in quality in the following areas of clinical focus: reduced mortality; decreased time on the ventilator, increased use of internal mammary artery grafting and reduced blood use during cardiac surgery; and lower door-to-balloon times in the treatment of acute myocardial infarction. All primary and non-primary PCI case data is submitted to COAP.

Highline will incorporate key elements from our existing quality and reporting processes into the Highline QA/QI Plan for Elective and Emergent PCI included as Exhibit 9. The purpose of this plan specific to PCI is to:

- Provide for a process for ongoing review of the outcomes for adult PCIs.
- Provide a system of patient selection that will result in outcomes that are equal to or better than benchmark standards.
- Provide for a process of formalized review of pre- and post-operative patient care with our partner surgical backup hospital for all patients transferred for surgical intervention.
- Provide a process for reporting elective PCI information to the Washington State Department or an entity designated by the Washington State Department of Health.
- Document, assess and improve the emergency transport processes and timeframes.

The PCI Improvement Committee will oversee all QA/PI activities as they relate to the Elective PCI Program and ensure its coordination with the hospital's overall QA process.

**a. A process for ongoing review of the outcomes of adult elective PCI's.
Outcomes must be benchmarked against state or national quality of care
standards indicators for elective PCIs.**

As stated above, Highline already participates in COAP. Elective PCI outcomes are included in the COAP program. Highline's outcomes will be benchmarked against statewide outcome data and included in the PCI QA joint case review meetings between Highline and its heart surgery partner hospital.

The specific QA/PI Plan for the elective PCI program is included as Exhibit 9. As identified in the Plan, Highline's Cardiac Catheterization Lab will review, evaluate and benchmark the care provided to national and state standards. Specifically, all PCIs will be reported to COAP. Benchmark data from COAP will be utilized to drive performance improvement activities.

Elective PCI cases will be tracked through direct case review at bi-monthly Cardiac Catheterization Conferences. These conferences will be attended by our partnering hospital cardiac surgeons, interventional cardiologists, invasive cardiologists, clinical staff, and other medical staff representatives on an ad hoc basis. The specific role of the Cath Conference is to provide multidisciplinary consultative service for cardiac patients, provide a forum for education of physicians and staff and to provide the forum for quality assurance activities related to PCIs to assure best patient outcomes. COAP data will be analyzed as available through quarterly reports and will be presented at the Cath conferences and compared to Highline's data.

b. A system for patient selection that will result in outcomes that are equal to, or better, than the benchmarked standards in your plan.

As described in Highline's QA/PI Plan, all elective PCI cases will be reviewed at the Cath Conference, and Highline will utilize the Society for Cardiac Angiography and Interventions (SCAI) Guidelines for patient, lesion, and case selection to determine which patients are suitable candidates for elective PCI at Highline.

c. Process for formalized case reviews with partnering surgical backup hospital(s) of preoperative and post-operative elective PCI cases, including all transferred cases.

Per the QA/PI Plan, the bi-monthly Cardiac Catheterization Conferences will include representatives from the heart surgery partner hospital and will include all elective PCI cases including a selection of pre-operative and post-operative elective PCI cases and all elective cases needing transfer for conference review that will be provided and presented by the cardiologist seeing the patient. The case review process will ensure that these cases were appropriate for treatment at Highline based on the SCAI Guidelines for patient, lesion, and case selection.

3. A description of the hospital's cardiac catheterization laboratory and elective PCI quality assurance reporting processes for information requested by the department or the department's designee.

Minutes of the PCI Improvement Committee will be distributed to the Cardiology Leadership Team and Cath Lab Manager for review, discussion and agreement on performance improvement recommendations. Approved recommendations will be forwarded to the Performance Quality Leadership Group and the Hospital Quality Council for inclusion in the hospital's Quality Programs. Additional actions will adhere to the Hospital Quality, Peer Review and Medical Executive processes.

The Elective PCI Improvement Committee will prepare a report at least quarterly that includes the results of all performance monitoring activities. The Committee will make recommendations to the Cardiac Leadership Team and Cath Lab Manager to resolve any identified problems. The data, including COAP data and analysis, will be evaluated to determine if performance meets the standard of care, and/or the initiation of performance improvement activities may be beneficial. Results of the performance review, including action plans and outcomes, will be forwarded to the Performance Quality Leadership Group and the Hospital Quality Council for inclusion in the hospital's Quality Programs. Additional actions will adhere to the hospital Quality, Peer Review and Medical Executive processes.

The Elective PCI Improvement Committee will report in writing all findings, data and performance improvement activities from all the QA/PI activities. The report will be forwarded to the Department or the Department's designee as requested.

- 4. Identify if the owner, operator, or physician identified in this application has had any other of the following in this state or other states:**
 - a. Decertification from Medicare**
 - b. Decertification from Medicaid**
 - c. Convictions related to the competency to practice medicine or own or operate a hospital**
 - d. Denial of a license**
 - e. Revocation of a license**
 - f. Voluntary withdrawal from Medicare or Medicaid while decertification processes were pending.**

Neither Highline, CHI Franciscan or any physician identified in this application has had any issues with the above items referenced in (a)-(f).

- 5. If yes to any part of question 4, describe the incident and provide clear, sound, and convincing evidence that the occurrence is not likely to re-occur.**

This question is not applicable.

Section 7 Cost Containment

1. Identify each option considered before submitting the current application.

After 12 years of petitions for legislation, petitions for rulemaking, rulemaking and advocacy, Highline is left with no alternative to address the fundamentally flawed and gerrymandered process that has disadvantaged residents of Southwest King County.

After review, and especially given the current health disparities in South King, Highline has concluded that the Department has the authority to approve this application under its current rules, and hence the option of delaying was rejected in favor of moving now to improve the health of the community and to stabilize our base of trained interventionalists.

2. For each option identified in question 1, provide at least the following information:

- a. Advantages**
- b. Disadvantages**
- c. Impact on operating costs to the hospital**
- d. Impact on staffing**
- e. Impact on costs to the patient**
- f. Impact on physical hospital space**
- g. Legal restrictions**
- h. Other-Specify**
- i. Reason for rejecting each option**

Highline has consistently performed between 130 and 17 emergency PCI annually. In addition, we have transferred, referred or otherwise made arrangements for approximately 50 additional patients to be treated electively. The health disparities data that has been published in the *2019 King County Community Health Needs Assessment* demonstrating persistent (and increasing) disparities by in King County's South Region demand action now. As the CHNA demonstrates, South King has the highest concentration of poverty, plus disproportionate representations of people of color and immigrants (half of whom settle in South Region), and significant linguistic diversity. There are real efforts being put forth to reduce these disparities, but until socioeconomic factors can change their course, the establishment of an elective PCI program at Highline will directly benefit our community.

This application directly supports public health efforts in the following ways:

- Highline has already demonstrated its ability to perform emergency PCI procedures with the highest quality outcomes. There is no question as to whether we can also safely perform elective PCI procedures.
- Our experience, and the literature supports this as well. Is that some particularly traditionally underserved populations, elect to forego an “elective” intervention when it is not available locally. As the literature indicates the barriers to access to care are not always geographic, measured in miles or mountains, but also exist in the urban environment, and include such intangibles as culture, race, language, poverty, and poor education. Highline serves these communities by virtue of our geography and mission. It is these underserved, but higher need populations, that we seek to serve with this application.
- As one of the only suburban, comprehensive community hospital medical centers in the entirety of the Puget Sound without the ability to perform elective cases. Highline is at a significant disadvantage when recruiting; and if this disadvantage is not eliminated our high needs Service Area will see a further reduction of qualified manpower to support even their emergent cardiac needs in the near term future.
- The volume associated with an elective program will further enhance the skills of our cardiac teams, and thereby benefit all patients accessing our system of care. Highly trained technical staff and RNs want and need to keep their skills up and be challenged. Performing basic diagnostics and emergency PCI only does not provide sufficient volumes to retain these staff in the long-term. While we can and do float these staff to other areas of the hospital, it is not satisfying to them. Restricting hospitals like Highline to emergency PCI severely restricts our ability to sustain a high quality, cost effective needed community service.
- Not only will the establishment of an elective PCI program at Highline increase operational efficiencies and reduce the inherent higher costs associated with the current system, it will do this without accruing any additional costs to the system. These additional PCIs can be performed in the existing catheterization laboratory with the existing staff and cardiologists.
- It will also reduce patient risks associated with repeat procedures and exposure to additional radiation, contrast dye and high risk medications.

No disadvantages to establishing an elective program were identified.

3. Identify the specific ways this project will promote staff efficiency and productivity.

As noted above, being able to also perform elective PCI at Highline will result in our staff performing additional PCI cases such that their proficiency, as well as their productivity is enhanced. It will also support our interventional cardiologists in being more efficient and effective by allowing them to provide the full range of interventional cardiac care without losing time in the community to travel to hospitals with elective capabilities.

4. Identify the specific ways this project will promote system efficiency.

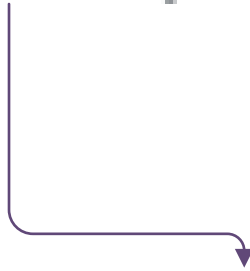
The current delivery system is fraught with problems and inefficiencies. These inefficiencies have already been described in response to questions 2 and 3, above. The ability to perform elective cases at Highline should nearly eliminate the need for duplicative procedures. Eliminating the second procedure will also reduce transport costs, extended hospitalizations, and numerous out-of-pocket costs for patients. Importantly, within Highline's service area, we believe that it will also reduce the morbidity and mortality associated with the burden of cardiac disease. The system efficiency associated with the addition of elective cases at Highline is significant for patients, for the hospitals and cardiologists, for payers and for the health of the community.

5. For projects involving construction, provide an analysis focused on the reasonableness of the construction costs. This should include these costs' impact on costs and charges.

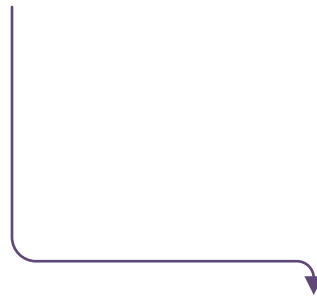
This question is not applicable.

**Exhibit 1:
Organizational Chart**

CommonSpirit 



 **CHI Franciscan**



Highline Medical Center

**Exhibit 2:
CHI Facility Listing**

Facility Listing

Facility/Agency	Address	Medicare Provider No.	Medicaid Provider No.	Owned/Managed
St. Joseph Medical Center	1717 S. "J" Street Tacoma, WA 98405	50-0108	3309309	Owned
St. Clare Hospital	11315 Bridgeport Way SW Lakewood, WA 98499	50-0021	3300258	Owned
St. Francis Hospital	34515 9 th Avenue S. Federal Way, WA 98003	50-0141	3300118	Owned
Enumclaw Regional Hospital Association dba St. Elizabeth Hospital	1450 Battersby Avenue Enumclaw, WA 98022	50-1335	3310406	Owned
St. Anthony Hospital	11567 Canterwood Blvd NW Gig Harbor, WA 98332	50-0151	3300597	Owned
Franciscan Hospice Care Center	2901 Bridgeport Way University Place, WA 98467	50-0108	3309309	Owned
Gig Harbor Same Day Surgery	6401 Kimball Drive Gig Harbor, WA 98335	50-0108	3309309	Owned
Franciscan Hospice	2901 Bridgeport Way University Place, WA 98467	50-1526	3990264	Owned
Highline Medical Center, a non profit corporation	16251 Sylvester Road SW Burien, WA 98166	50-0011 (hospital) 50-7094 (home health) 50-1527 (hospice)	1013171 (hospital) 1015012 (home health) 1006162 (hospice)	Owned
Harrison Medical Center, a non profit corporation	2520 Cherry Avenue Bremerton, WA 98310 1800 NW Myhre Road Silverdale, WA, 98383	50-0039 (hospital) 50-7076 (home health agency)	3303500 (hospital) 9008533 (home health agency)	Affiliated

Exhibit 3:
Highline Medical Center's Policies

POLICY SUBJECT:

Financial Assistance

EFFECTIVE DATE: 03/14/12

*To be reviewed every three years
by the Board of Stewardship Trustees*

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REVIEW BY: 12/07/19

POLICY

It is the policy of Catholic Health Initiatives (CHI), and each of its tax-exempt Direct Affiliates¹ and tax-exempt Subsidiaries² that Operates a Hospital Facility [collectively referred to as CHI Hospital Organization(s)], to provide, without discrimination, Emergency and other Medically Necessary Care (herein referred to as EMCare) in CHI Hospital Facilities to all patients, without regard to a patient's financial ability to pay.

PRINCIPLES

As Catholic health care providers and tax-exempt organizations, CHI Hospital Organization(s) are called to meet the needs of patients and others who seek care, regardless of their financial abilities to pay for services provided.

The following principles are consistent with CHI's mission to deliver compassionate, high-quality, affordable healthcare services and to advocate for those who are poor and vulnerable. CHI Hospital Organizations strive to ensure that the financial ability of people who need health care services does not prevent them from seeking or receiving care.

Emergency Care - CHI Hospital Organizations will provide, without discrimination, care for emergency medical conditions to individuals regardless of their eligibility for Financial Assistance or for government assistance in CHI Hospital Facilities.

Other Medically Necessary Care - CHI Hospital Organizations are committed to providing Financial Assistance to persons who have health care needs and are uninsured, underinsured, ineligible for a government program, or otherwise unable to pay, for non-emergent Medically Necessary Care provided in CHI Hospital Facilities.

APPLICATION

This Policy applies to:

¹ A Direct Affiliate is any corporation of which CHI is the sole corporate member or sole shareholder.

² A Subsidiary refers to *either* an organization, whether nonprofit or for-profit, in which a Direct Affiliate holds the power to appoint a majority of the voting members of the governing body of such organization *or* any organization in which a Subsidiary holds such power.

POLICY SUBJECT:

Financial Assistance

EFFECTIVE DATE: 03/14/12

*To be reviewed every three years
by the Board of Stewardship Trustees*

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REVIEW BY: 12/07/19

- All charges for EMCare provided in a Hospital Facility by a CHI Hospital Organization.
- All charges for EMCare provided by a physician or advanced practice clinician (APC) who is employed by a CHI Hospital Organization to the extent such care is provided within a Hospital Facility.
- All charges for EMCare provided by a physician or APC who is employed by a Substantially Related Entity that occurs within a Hospital Facility.
- Collection and recovery activities conducted by the Hospital Facility or a designated supplier of billing and collections services (Designated Supplier), or its third-party collection agents (whether debt is referred or sold) of a Hospital Organization to collect amounts owed for EMCare described above. All third-party agreements governing such collection and recovery activities must include a provision requiring compliance with this Policy and indemnification for failures as a result of its noncompliance. This includes, but is not limited to, agreements between third parties who subsequently sell or refer debt of the Hospital Facility.

Coordination with Other Laws

The provision of Financial Assistance may now or in the future be subject to additional regulation pursuant to federal, state or local laws. Such law governs to the extent it imposes more stringent requirements than this Policy. In the event that such law directly conflicts with this Policy, the CHI Hospital Organization shall, after consultation with its local CHI Legal Services Group representative, CHI Revenue Cycle leadership, and CHI Tax leadership, adopt a separate policy, with such minimal changes to this Policy as are as necessary to ensure compliance with Internal Revenue Code (IRC) Section 501(r) and other applicable laws.

PURPOSE

Pursuant to IRC Section 501(r), in order to remain tax-exempt, each CHI Hospital Organization is required to establish a written Financial Assistance Policy (FAP) and an Emergency Medical Care Policy which apply to all EMCare provided in a Hospital Facility. The purpose of this Policy is to describe the conditions under which a Hospital Facility provides Financial Assistance to its patients. In addition, this Policy describes the actions a Hospital Facility may take with respect to delinquent patient accounts.

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DEFINITIONS

Amounts Generally Billed (AGB) means the amounts generally billed for EMCare to individuals who have insurance covering such care. The Hospital Facility determines AGB using the Prospective Medicare method. However, a patient eligible for Financial Assistance will only be extended free care under this Policy. Thus, no FAP eligible individual will be charged in excess of AGB for EMCare. Therefore, it is not considered necessary to take additional measures to determine if a patient is responsible for more than AGB for EMCare.

Application Period means the time provided to patients by the CHI Hospital Organization to complete the Financial Assistance application. It begins on the first day care is provided and ends on the 240th day after the Hospital Facility provides the individual with the first post-discharge billing statement for the care provided.

CHI Entity Service Area means, for purposes of this Policy, the community served by a Hospital Facility as described in its most recent Community Health Needs Assessment, as described in IRC Section 501(r)(3).

Community Health Needs Assessment (CHNA) is conducted by a Hospital Facility at least once every three (3) years pursuant to IRC Section 501(r)(1)(A); each CHI Hospital Organization then adopts strategies to meet the community health needs identified through the CHNA.

Eligibility Determination Period - For purposes of determining Financial Assistance eligibility, a Hospital Facility will review annual household income from the prior six-month period or the prior tax year as shown by recent pay stubs or income tax returns and other information. Proof of earnings may be determined by annualizing the year-to-date household income, taking into consideration the current earnings rate.

Eligibility Qualification Period - After submitting the Financial Assistance application and supporting documents, patients approved to be eligible shall be granted Financial Assistance prospectively, for a period of six months from the determination date. Financial Assistance will also be applied to all eligible accounts incurred for services received six months prior to determination date. If eligibility is approved based on Presumptive Eligibility criteria, Financial Assistance will be applied to all eligible accounts incurred for services received six months prior to the determination date.

Emergency Medical Care, EMTALA - Any patient seeking urgent or emergent care [within the meaning of Section 1867 of the Social Security Act (42 U.S.C. 1395dd)] at a Hospital Facility shall

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be treated without discrimination and without regard to a patient's ability to pay for care. Furthermore, any action that discourages patients from seeking emergency medical care, including, but not limited to, demanding payment before treatment or permitting debt collection and recovery activities that interfere with the provision of emergency medical care, is prohibited. Hospital Facilities shall also operate in accordance with all federal and state requirements for the provision of urgent or emergent health care services, including screening, treatment and transfer requirements under the federal Emergency Medical Treatment and Labor Act (EMTALA) and in accordance with 42 CFR 482.55 (or any successor regulation). Hospital Facilities should consult and be guided by their emergency services policy, EMTALA regulations, and applicable Medicare/Medicaid Conditions of Participation in determining what constitutes an urgent or emergent condition and the processes to be followed with respect to each.

Extraordinary Collection Actions (ECAs) - The Hospital Facility will not engage in ECAs against an individual prior to making a reasonable effort to determine eligibility under this Policy. An ECA may include any of the following actions taken in an effort to obtain payment on a bill for care:

- Selling an individual's debt to another party except as expressly provided by federal tax law;
- Certain actions that require a legal or judicial process as specified by federal tax law; and
- Reporting adverse information about the individual to consumer credit bureaus.

ECAs do not include any lien that a Hospital Facility is entitled to assert under state law on the proceeds of a judgment, , or compromise owed to an individual (or his or her representative) as a result of personal injuries for which the Facility provided care.

Family means (using the Census Bureau definition) a group of two or more people who reside together and who are related by birth, marriage, or adoption. According to Internal Revenue Service rules, if the patient claims someone as a dependent on his or her income tax return, that person may be considered a dependent for purposes of the provision of Financial Assistance. If IRS tax documentation is not available, family size will be determined by the number of dependents documented on the Financial Assistance application and verified by the Hospital Facility.

Family Income is determined consistent with the Census Bureau definition, which uses the following when computing federal poverty guidelines:

- Includes earnings, unemployment compensation, Worker's Compensation, Social Security, Supplemental Security Income, public assistance, veterans' payments, survivor benefits, pension or retirement income, interest, dividends, rents, royalties, income from estates, trusts,

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educational assistance, alimony, child support, assistance from outside the household, and other miscellaneous sources, on a before-tax basis;

- Excludes noncash benefits (such as food stamps and housing subsidies);
- Excludes capital gains or losses; and
- Includes the income of all family members, if a person lives with a family, but excludes non-relatives, such as housemates.

Federal Poverty Guidelines (FPG) are updated annually in the Federal Register by the United States Department of Health and Human Services under authority of subsection (2) of Section 9902 of Title 42 of the United States Code. Current guidelines can be referenced at <http://aspe.hhs.gov/poverty-guidelines>.

Financial Assistance means assistance provided to patients for whom it would be a financial hardship to fully pay the expected out-of-pocket expenses for EMCare provided in a Hospital Facility and who meet the eligibility criteria for such assistance. Financial Assistance is offered to insured patients to the extent allowed under the patient's insurance carrier contract.

Guarantor means an individual other than the patient who is legally responsible for payment of the patient's bill.

Hospital Facility (or Facility) means a healthcare facility that is required by a state to be licensed, registered or similarly recognized as a hospital and that is operated by a CHI Hospital Organization.

Medically Necessary Care means any procedure reasonably determined to prevent, diagnose, correct, cure, alleviate, or avert the worsening of conditions that endanger life, cause suffering or pain, result in illness or infirmity, threaten to cause or aggravate a handicap, or cause physical deformity or malfunction, if there is no other equally effective, more conservative or less costly course of treatment available.

Operates a Hospital Facility - A Hospital Facility is considered to be operated either by use of its own employees or by contracting out the operation of the Facility to another organization. A Hospital Facility may also be operated by a CHI Hospital Organization if the CHI Hospital Organization has a capital or profits interest in an entity taxed as a partnership which directly operates a state licensed Hospital Facility or which indirectly operates a state licensed Hospital Facility through another entity taxed as a partnership.

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Presumptive Financial Assistance means the determination of eligibility for Financial Assistance that may rely on information provided by third-party vendors and other publically available information. A determination that a patient is presumptively eligible for Financial Assistance will result in free EMCare for the period during which the individual is presumptively eligible.

Substantially-Related Entity means, with respect to a CHI Hospital Organization, an entity treated as a partnership for federal tax purposes in which the Hospital Organization owns a capital or profits interest, or a disregarded entity of which the Hospital Organization is the sole member or owner, that provides EMCare in a state licensed Hospital Facility, unless the provision of such care is an unrelated trade or business described in IRC Section 513 with respect to the Hospital Organization.

Uninsured means an individual having no third-party coverage by a commercial third-party insurer, an ERISA plan, a Federal Health Care Program (including without limitation Medicare, Medicaid, SCHIP and CHAMPUS), Worker's Compensation, or other third-party assistance to assist with meeting his or her payment obligations.

Underinsured means an individual with private or public insurance coverage, for whom it would be a financial hardship to fully pay the expected out-of-pocket expenses for EMCare covered by this Policy.

ELIGIBILITY FOR FINANCIAL ASSISTANCE

Financial Assistance Available for EMCare

Financial Assistance shall be provided to patients who meet the eligibility requirements as described herein and reside within the CHI Entity Service Area as defined by the most recent Hospital Facility CHNA. A patient who qualifies for Financial Assistance will receive free EMCare, and as such will never be responsible for more than AGB for EMCare.

Financial Assistance Not Available for Other Than EMCare

Financial Assistance is not available for care other than EMCare. In the case of other than EMCare, no patient will be responsible for more than the net charges for such care (gross charges for such care after all deductions and insurance reimbursements have been applied).

Eligibility for Financial Assistance will be considered for those individuals who are Uninsured, Underinsured, ineligible for any government health care benefit program, and who are unable to pay

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for their care, based upon a determination of financial need in accordance with this Policy. The granting of Financial Assistance shall be based on an individualized determination of financial need, and shall not take into account any potential discriminatory factors such as age, ancestry, gender, gender identity, gender expression, race, color, national origin, sexual orientation, marital status, social or immigrant status, religious affiliation, or any other basis prohibited by federal, state, or local law.

Unless eligible for Presumptive Financial Assistance, the following eligibility criteria must be met in order for a patient to qualify for Financial Assistance:

- The patient must have a minimum account balance of thirty-five dollars (\$35.00) with the CHI Hospital Organization. Multiple account balances may be combined to reach this amount. Patients/Guarantors with balances below thirty-five dollars (\$35) may contact a financial counselor to make monthly installment payment arrangements.
- The patient's Family Income must be at or below 300% of the FPG.
- The patient must comply with Patient Cooperation Standards as described herein.
- The patient must submit a completed Financial Assistance application.

Patient Cooperation Standards

A patient must exhaust all other payment options, including private coverage, federal, state and local medical assistance programs, and other forms of assistance provided by third-parties prior to being approved. An applicant for Financial Assistance is responsible for applying to public programs for available coverage. He or she is also expected to pursue public or private health insurance payment options for care provided by a CHI Hospital Organization within a Hospital Facility. A patient's and, if applicable, any Guarantor's cooperation in applying for applicable programs and identifiable funding sources, including COBRA coverage (a federal law allowing for a time-limited extension of employee healthcare benefits), shall be required. If a Hospital Facility determines that COBRA coverage is potentially available, and that a patient is not a Medicare or Medicaid beneficiary, the patient or Guarantor shall provide the Hospital Facility with information necessary to determine the monthly COBRA premium for such patient, and shall cooperate with Hospital Facility staff to determine whether he or she qualifies for Hospital Facility COBRA premium assistance, which may be offered for a limited time to assist in securing insurance coverage. A Hospital Facility shall make affirmative efforts to help a patient or patient's Guarantor apply for public and private programs.

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THE METHOD FOR APPLYING FOR FINANCIAL ASSISTANCE

All patients must complete the CHI Financial Assistance Application (FAA) to be considered for Financial Assistance, unless they are eligible for Presumptive Financial Assistance. The FAA is used by the Hospital Facility to make an individual assessment of financial need.

To qualify for assistance, at least one piece of supporting documentation that verifies household income is required to be submitted along with the FAA. Supporting documentation may include, but is not limited to:

- Copy of the individual's most recently filed federal income tax return;
- Current Form W-2;
- Current paystubs; or
- Signed letter of support.

The Hospital Facility may, at its discretion, rely on evidence of eligibility other than described in the FAA or herein. Other evidentiary sources may include:

- External publically available data sources that provide information on a patient/Guarantor's ability to pay;
- A review of patient's outstanding accounts for prior services rendered and the patient/Guarantor's payment history;
- Prior determinations of the patient's or Guarantor's eligibility for assistance under this Policy, if any; or
- Evidence obtained as a result of exploring appropriate alternative sources of payment and coverage from public and private payment programs.

In the event no income is evidenced on a completed FAA, a written document is required which describes why income information is not available and how the patient or Guarantor supports basic living expenses (such as housing, food, and utilities). Financial Assistance applicants who participate in the National Health Services Corps (NHSC) Loan Repayment Program are exempt from submitting expense information.

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PRESUMPTIVE ELIGIBILITY

CHI Hospital Organizations recognize that not all patients and Guarantors are able to complete the FAA or provide requisite documentation. Financial counselors are available at each Hospital Facility location to assist any individual seeking application assistance. For patients and Guarantors who are unable to provide required documentation, a Hospital Facility may grant Presumptive Financial Assistance based on information obtained from other resources. In particular, presumptive eligibility may be determined on the basis of individual life circumstances that may include:

- Recipient of state-funded prescription programs;
- Homeless or one who received care from a homeless clinic;
- Participation in Women, Infants and Children programs (WIC);
- Food stamp eligibility;
- Subsidized school lunch program eligibility;
- Eligibility for other state or local assistance programs (e.g., Medicaid spend-down);
- Low income/subsidized housing is provided as a valid address; or
- Patient is deceased with no known estate.

This information will enable Hospital Facilities to make informed decisions on the financial needs of patients, utilizing the best estimates available in the absence of information provided directly by the patient. A patient determined eligible for Presumptive Financial Assistance will receive free EMCare for the period during which the individual is presumptively eligible.

If an individual is determined to be presumptively eligible, a patient will be granted Financial Assistance for a period of six months ending on the date of presumptive eligibility determination. As a result, Financial Assistance will be applied to all eligible accounts incurred for services received six months prior to the determination date. The presumptively eligible individual will not receive financial assistance for EMCare rendered after the date of determination without completion of a FAA or a new determination of presumptive eligibility.

For patients, or their Guarantors, who are non-responsive to a Hospital Facility's application process, other sources of information may be used to make an individual assessment of financial need. This information will enable the Hospital Facility to make an informed decision on the financial need of non-responsive patients, utilizing the best estimates available in the absence of information provided directly by the patient.

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For the purpose of helping financially needy patients, a Hospital Facility may use a third party to review a patient's, or the patient's Guarantor's, information to assess financial need. This review utilizes a healthcare industry-recognized, predictive model that is based on public record databases. The model incorporates public record data to calculate a socio-economic and financial capability score. The model's rule set is designed to assess each patient based upon the same standards and is calibrated against historical Financial Assistance approvals by the Hospital Facility. This enables the Hospital Facility to assess whether a patient is characteristic of other patients who have historically qualified for Financial Assistance under the traditional application process.

When the model is utilized, it will be deployed prior to bad debt assignment after all other eligibility and payment sources have been exhausted. This allows a Hospital Facility to screen all patients for Financial Assistance prior to pursuing any ECAs. The data returned from this review will constitute adequate documentation of financial need under this Policy.

In the event a patient does not qualify for presumptive eligibility, the patient may still provide requisite information and be considered under the traditional FAA process.

Patient accounts granted presumptive eligibility status will be provided free care for eligible services for retrospective dates of service only. This decision will not constitute a state of free care as available through the traditional application process. These accounts will be treated as eligible for Financial Assistance under this Policy. They will not be sent to collection, will not be subject to further collection action, and will not be included in Hospital Facility bad debt expense. Patients will not be notified to inform them of this decision.

Presumptive screening provides a community benefit by enabling a CHI Hospital Organization to systematically identify financially needy patients, reduce administrative burdens, and provide Financial Assistance to patients and their Guarantors, some of whom may have not been responsive to the FAA process.

NOTIFICATION ABOUT FINANCIAL ASSISTANCE

Notification about the availability of Financial Assistance from CHI Hospital Organizations shall be disseminated by various means, which may include, but not be limited to:

- Conspicuous publication of notices in patient bills;

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- Notices posted in emergency rooms, urgent care centers, admitting/registration departments, business offices, and at other public places as a Hospital Facility may elect; and
- Publication of a summary of this Policy on the Hospital Facility's website, www.catholichealth.net, and at other places within the communities served by the Hospital Facility as it may elect.

Such notices and summary information shall include a contact number and shall be provided in English, Spanish, and other primary languages spoken by the population served by an individual Hospital Facility, as applicable.

Referral of patients for Financial Assistance may be made by any member of the CHI Hospital Organization non-medical or medical staff, including physicians, nurses, financial counselors, social workers, case managers, chaplains, and religious sponsors. A request for assistance may be made by the patient or a family member, close friend, or associate of the patient, subject to applicable privacy laws.

CHI Hospital Organizations will provide financial counseling to patients about their bills related to EMCare and will make the availability of such counseling known. It is the responsibility of the patient or the patient's Guarantor to schedule consultations regarding the availability of Financial Assistance with a financial counselor.

ACTIONS IN THE EVENT OF NON-PAYMENT

The actions a CHI Hospital Organization may take in the event of nonpayment with respect to each Hospital Facility are described in a separate policy, Stewardship Policy No. 16, *Billing and Collections*. Members of the public may obtain a free copy of this Policy by asking the Hospital Facility Patient Access/Admitting department or by contacting 1-800-514-4637.

APPLICATION OF PROCEDURES

Revenue cycle teams are responsible for the implementation of this Policy in accordance with the detailed procedures set forth in CHI Revenue Cycle Procedures, as amended.

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POLICY APPROVAL

This Policy is subject to periodic review every three (3) years or earlier, as required by changes in applicable law. Any changes to the Policy must be approved by the CHI Board of Stewardship Trustees.

ATTACHMENTS

- A Financial Assistance Application (FAA)
- B Provider Listing - an appendix to this Policy that will initially be published by each CHI Hospital Facility on its website, on or before July 1, 2016, and will be updated by management periodically (but no less than quarterly) thereafter.

RELATED POLICIES

- Clinical Effectiveness Policy No. 6, *EMTALA*
- Stewardship Policy No. 16, *Billing and Collections*

APPROVED AND AMENDED BY THE BOARD

- 03/09/16 (to be effective 07/01/16)
- 12/07/16

Addendum 1 to Stewardship Policy No. 15

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PURPOSE

This Addendum 1 modifies and supplements CHI Stewardship Policy 15 – *Financial Assistance* (“Policy 15”) as necessary to comply with Washington statutes and regulations regarding provision of Hospital Charity Care, in accordance with the “Coordination with Other Laws” section of Policy 15. This Addendum 1 applies to all Catholic Health Initiatives Direct Affiliates and Tax-Exempt Subsidiaries in the state of Washington, as defined in Policy 15.

For ease of reference, section headings in this Addendum 1 correspond with the section headings of Policy 15. Facility revenue cycle teams along with Hospital Facility leadership are responsible for the implementation of this Addendum 1 and Policy 15.

POLICY

References in Policy 15 to Emergency and other Medically Necessary Care (EMCare) are to be interpreted consistently with the definitions of “Appropriate Hospital Facility-based medical services” and “Emergency care or emergency services” contained in WAC 246-453-010(7) and (11), respectively.

DEFINITIONS

“Family Income” means total cash receipts before taxes derived from wages and salaries, welfare payments, Social Security payments, strike benefits, unemployment or disability benefits, child support, alimony, and net earnings from business and investment activities paid to the individual, in accordance with WAC 246-453-020 (17).

ELIGIBILITY FOR FINANCIAL ASSISTANCE

1. No minimum account balance shall be required for a patient to qualify for Financial Assistance.
2. “Patient Cooperation Standards,” as defined in Policy 15, shall only apply to the extent they will:
 - allow the Hospital Facility to pursue reimbursement from any third-party coverage that may be identified to the Hospital Facility, in accordance with WAC 246-453-020(1);

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- allow the Hospital Facility to make every reasonable effort to determine the existence or nonexistence of third-party sponsorship that might cover in full or in part the charges for services provided to each patient, in accordance with WAC 246-453-020(4); and
- not impose application procedures for charity care sponsorship which place an unreasonable burden upon the responsible party, taking into account any physical, mental, intellectual, or sensory deficiencies or language barriers which may hinder the responsible party's capability of complying with the application procedures, in accordance with WAC 246-453-020(5).

THE METHOD FOR APPLYING FOR FINANCIAL ASSISTANCE

1. For the purposes of reaching an initial determination of sponsorship status, Hospital Facilities shall rely upon information provided orally by the responsible party. The Hospital Facility may require the responsible party to sign a statement attesting to the accuracy of the information provided to the Hospital Facility for purposes of the initial determination of sponsorship status, in accordance with WAC 246-453-030(1).
2. In accordance with WAC 246-453-030(2), in addition to the documents listed in Policy 15, any one of the following documents shall be considered sufficient evidence upon which to base the final determination of charity care sponsorship status, when the income information is annualized as may be appropriate:
 - Forms approving or denying eligibility for Medicaid and/or state-funded medical assistance;
 - Forms approving or denying unemployment compensation; or
 - Written statements from employers or welfare agencies.
3. If there is indication that due to the patient's mental, physical or intellectual capacity, or due to a language barrier, completing the application procedure would place an unreasonable burden on the patients, the Hospital Facility will take reasonable measures to facilitate the application process, including engaging an interpreter to assist the patient through the application process if necessary.
4. Hospital Facilities shall make every reasonable effort to reach initial and final determinations of eligibility for financial assistance in a timely manner. Nevertheless, Hospital Facilities shall make those determinations at any time, even after the

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Application Period, upon learning of facts or receiving the documentation described herein, indicating that the responsible party's income is equal to or below two hundred percent (200%) of the federal poverty guidelines as adjusted for family size. The timing of reaching a final determination of eligibility for financial assistance shall have no bearing on the Hospital Facility's identification of charity care deductions from revenue as distinct from bad debts. WAC 246-453-020(10).

5. Any responsible party who has been initially determined to meet the criteria for receiving financial assistance shall be provided with at least fourteen (14) calendar days or such time as the person's medical condition may require, or such time as may be reasonably necessary to secure and to present documentation described within WAC 246-453-020(3) prior to receiving a final determination of sponsorship status.
6. In accordance with WAC 246-453-030(4), in the event that the responsible party is not able to provide any of the documentation described above, the Hospital Facility shall rely upon written and signed statements from the responsible party for making a final determination of eligibility for classification as an indigent person.
7. In accordance with WAC 245-453-030(5), information requests from the Hospital Facility to the responsible party for the verification of income and family size shall be limited to that which is reasonably necessary and readily available to substantiate the responsible party's qualification for charity sponsorship, and may not be used to discourage applications for such sponsorship. Only those facts relevant to eligibility may be verified, and duplicate forms of verification shall not be demanded.
8. The Hospital Facility shall notify persons applying for financial assistance of their final determination of sponsorship status within fourteen (14) calendar days of receiving information in accordance with WAC 246-453-020(7); such notification shall include a determination of the amount for which the responsible party will be held financially accountable.
9. In the event that the Hospital Facility denies the responsible party's application for financial assistance, the Hospital Facility shall notify the responsible party of the denial and the basis for the denial.
10. In the event that a responsible party pays a portion or all of the charges related to appropriate EMCare, and is subsequently found to have met the financial assistance

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criteria at the time that services were provided, any payments in excess of the amount determined to be appropriate shall be refunded to the patient within thirty (30) days of achieving the charity care designation. WAC 246-453-020(11).

PRESUMPTIVE ELIGIBILITY

1. In the event the responsible party's identification as an indigent person is obvious to Hospital Facility personnel, and the Hospital Facility personnel are able to establish the position of the income level within the broad criteria described in WAC 246-453-040, based on the individual life circumstances contained within Policy 15 or otherwise, the Hospital Facility is not obligated to establish the exact income level or to request documentation from the responsible party, unless the responsible party requests further review.

ADDITIONAL PROVISION – APPEALS

1. All responsible parties denied financial assistance shall be provided with, and notified of, an appeals procedure that enables them to correct any deficiencies in documentation or request review of the denial and results in review of the determination by the Hospital Facility's chief financial officer.
2. Responsible parties shall be notified that they have thirty (30) calendar days within which to request an appeal of the final determination of their eligibility for financial assistance. Within the first fourteen (14) days of this period, the Hospital Facility shall not refer the account at issue to an external collection agency. If the Hospital Facility has initiated collection activities and discovers an appeal has been filed, it shall cease collection efforts until the appeal is finalized. After the fourteen (14) day period, if no appeal has been filed, the hospital may initiate collection activities.
3. If the final determination of the appeal affirms the previous denial of financial assistance, the Hospital Facility shall send written notification to the responsible party and the Department of Health in accordance with state law.

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NONDISCRIMINATION

POLICY:

As a recipient of Federal financial assistance, CHI Franciscan Health (CHI FH) is dedicated to providing services to patients and welcoming visitors in a manner that respects, protects, and promotes patient rights. CHI FH does not exclude, deny benefits to, or otherwise discriminate against any person on the basis of age, race, color, creed, national origin, ethnicity, religion, marital status, sex, sexual orientation, gender identity or expression, physical, mental or other disability, citizenship, medical condition, or any other basis prohibited by federal, state, or local law in admission to, participation in, or receipt of the services and benefits under any of its programs and activities, whether carried out by CHI FH directly or through a contractor or any other entity with which CHI FH arranges to carry out its programs and activities.

REFERENCES:

- Title VI of the Civil Rights Act of 1964
- Section 504 of the Rehabilitation Act of 1973
- Age Discrimination Act of 1975
- Regulations of the U.S. Department of Health and Human Services issued pursuant to these statutes at Title 45 code of Federal Regulations Parts 80, 84, and 91
- Ethical and Religious Directives for Catholic Health Services
- Section 1557 of the Affordable Care Act

State and federal laws and CHI FH policy prohibit retaliation in any form against any person who has filed a discrimination complaint or assisted in the investigation of a discrimination complaint.

A. Notice of Program Accessibility

In compliance with Section 504 of regulation 45 C.F.R. 84.22(f) and Section 1557 of regulation 45 C.F.R.92., CHI FH has implemented procedures to ensure that interested persons, including those with impaired vision or hearing can obtain information as to the existence and location of services, activities, and facilities that are accessible to and usable by disabled persons.

CHI FH facilities and all its programs and activities are accessible to and useable by individuals with limited English proficiency (LEP) and by individuals with disabilities, including those who are deaf, hard of hearing, or blind, or who have other sensory impairments. Access features include, but are not limited to:

- Convenient off-street parking designated for disabled persons
- Curb cuts and ramps between parking areas and buildings
- Level access into first floor level with elevator access to all other floors; automatic doors
- Fully accessible offices, meeting rooms, bathrooms, public waiting rooms, cafeteria, patient treatment areas including examination and patient rooms.
- A range of assistive devices and communication aids available to persons who are deaf, hard of hearing, or blind, or have other sensory impairments. There is no additional charge for such aids.

- Qualified sign language interpreters for persons who are deaf or hard of hearing
- A 24 hour telecommunication device (TTY/TDD), which can connect the caller to all extensions within the facility and/or portable (TTY/TTD) units, for use by individuals who are deaf, hard of hearing or speech impaired.
- Communication boards/note pads
- Assistive devices for person with impaired manual skills
- Qualified language interpreters for persons with LEP

Each facility/program is required to identify the aids available within their internal procedures. Any patient requiring an available aid should inform the admitting staff of his/her special need(s). CHI FH will provide notice during registration of services available at no charge.

B. Auxiliary Aids and Services for Individuals with Disabilities

CHI FH will take appropriate steps to ensure that individuals with LEP and individuals with disabilities, including those who are deaf, hard of hearing, or blind or who have other sensory or manual impairments, have an equal opportunity to participate in our services, activities, programs and other benefits. The procedures are intended to ensure effective communication with patients involving their medical conditions, treatments, services and benefits. The procedures also apply to, at minimum, communication of information contained in important documents, including consent to treatment forms, conditions of admission forms, and financial and insurance benefits forms. All necessary auxiliary aids and services shall be provided without cost to the individual(s) being served. CHI FH will provide written notice of these patient rights during registration. Refer to Patient Rights/Responsibilities Policy. Staff that may have direct contact with individuals with LEP and individuals with disabilities will be trained in effective communication techniques, including the effective use and access to interpreters, aids, and services.

Procedures:

- **Identification and Assessment of Need(s)**

CHI FH will provide notice of the availability of, contact information, and the procedure for requesting auxiliary aids and services, through notices posted, at minimum in main facility entrances, emergency entrances, and patient care registration entrances. When individuals self-identify as a person with LEP or with a disability that affects the ability to communicate or to access or manipulate written materials, or requests an auxiliary aid or service, staff will consult with the individual to determine what aids or services are necessary to provide effective communication in specific situations. Inpatients are screened on admission for barriers to communication.

- **Provision of Auxiliary Aids and Services**

CHI FH shall provide the following services or aids to achieve effective communication with individuals with disabilities:

- a. For Persons Who Are Deaf or Hard of Hearing (Hearing Impaired)**

- For persons who are deaf/hard of hearing and who use sign language as their primary means of communication, the facility/program staff handling intake/registration or the clinician as appropriate, is responsible for arranging for a qualified interpreter when needed.
- Communicating by Telephone with Persons Who Are Deaf or Hard of Hearing. CHI FH utilizes a 24 hour telecommunication device for deaf persons (TDDs) and relay services for external telephone with TTY users. We accept and make calls through a relay service.
- Other possible methods of communication may include, but are not limited to: Note-takers; computer-aided transcription services; telephone handset amplifiers; written copies of oral announcements; assistive listening devices;

assistive listening systems; telephones compatible with hearing aids; closed caption decoders; open and closed captioning; telecommunications devices for deaf persons (TDDs); videotext displays; or other effective methods that help make aurally delivered materials available to individuals who are deaf or hard of hearing.

- Some persons who are deaf or hard of hearing may prefer or request to use a family member or friend as an interpreter. Family members or friends of the person will not be used as interpreters unless specifically requested by that individual, and after an offer of an interpreter at no charge to the person has been made by the facility. **Such an offer and the response will be documented in the person's medical record.** If the person chooses to use a family member or friend as an interpreter, issues of competency of interpretation, confidentiality, privacy, and conflict of interest will be considered. If the family member or friend is not competent or appropriate for any of these reasons, competent interpreter services will be provided.
- NOTE: Children will not be used to interpret, in order to ensure confidentiality of information and accurate communication.

b. For Persons Who are Blind or Who Have Low Vision

- Staff will communicate information contained in written materials concerning treatment, benefits, services, waivers of rights, and consent to treatment forms by reading out loud and explaining these forms to persons who are blind or who have low vision.
- Other possible methods of communication may include, but are not limited to: qualified readers; reformatting into large print; taping or recording of print materials not available in alternate format; or other effective methods that help make visually delivered materials available to individuals who are blind or who have low vision. In addition, staff are available to assist persons who are blind or who have low vision in filling out forms and in otherwise providing information in a written format.

c. For Persons With Speech Impairments

- To ensure effective communication with persons with speech impairments, staff may utilize written materials; TDDs; computers; flashcards; alphabet boards; and other communication aids.

d. For Persons With Manual Impairments

- Staff will assist those who have difficulty in manipulating print materials by holding the materials and turning pages as needed, or by providing one or more of the following:
- Note-takers; computer-aided transcription services; speaker phones; or other effective methods that help to ensure effective communication by individuals with manual impairments.

• Communication with Persons with LEP-



- a. CHI FH will take reasonable steps to ensure that persons with LEP have meaningful access and an equal opportunity to participate in our services, activities, programs and other benefits. The policy of CHI FH is to ensure that each of its facilities, services and programs provides meaningful communication with LEP patients/clients and their authorized representatives involving their medical conditions and treatment. The policy also provides for communication of information contained in vital documents, including but not limited to, waivers of rights, consent to treatment forms, financial and insurance benefit forms, etc. Interpreters, translators and other aids needed to

comply with this policy shall be provided without cost to the person being served. Patients/clients and their families will be informed of the availability of free of charge assistance at point of facility or program access.

- b. Language assistance will be provided at each of the CHI FH facilities/programs, and may include use of competent bilingual staff, staff interpreters, contracts or formal arrangements with local organizations and state agencies providing interpretation or translation services, or technology and telephonic interpretation services. Each facility and program is responsible for defining the language assistance methods available to patients and clients and are responsible for ensuring staff is provided notice of its internal policies and procedures. Staff that may have direct contact with LEP individuals will be trained in effective communication techniques, including the effective use of an interpreter.
- c. CHI FH will conduct a regular review of the language access needs of our patient population, as well as update and monitor the implementation of and adherence to this policy within the organization.
- d. Maintain an accurate and current listing of outside interpreter services who have agreed to provide qualified interpreter services for facility/program patients. See Language Interpreter Services Form. These listings may be obtained on the CHI FH intranet/departments/interpretive services, or Clinical Manual policy #721.20. Some LEP persons may prefer or request to use a family member or friend as an interpreter. Family members or friends of the LEP person will not be used as interpreters unless specifically requested by that individual and **after** the LEP person has understood that an offer of an interpreter, at no charge to the person, has been made by the facility. Such an offer and the response will be documented in the person's file. If the LEP person chooses to use a family member or friend as an interpreter, issues of competency of interpretation, confidentiality, privacy, and conflict of interest will be considered. If the family member or friend is not competent or appropriate for any of these reasons, competent interpreter services will be provided to the LEP person. Children and other clients/patients will **not** be used to interpret, in order to ensure confidentiality of information and accurate communication.
- e. **Providing Notice to LEP Persons**
Each facility or program will post notices and signs in languages LEP persons understand informing them of the availability of language assistance, free of charge. At a minimum, notices and signs will be posted and provided in intake areas and other points of entry, including but not limited to main admitting, the emergency room and outpatient areas.
- f. **Monitoring Language Needs and Implementation**
CHI FH will periodically assess changes in demographics, types of services or other needs that may require reevaluation of the LEP policy and its supporting procedures. The efficacy of the procedures will be regularly assessed. The assessment is inclusive of, but not limited to, mechanisms for securing interpreter services, equipment used for the delivery of language assistance, complaints filed by LEP persons, feedback from patients, staff, and community organizations. Each facility or program within CHI FH will set benchmarks for translation of vital documents into additional languages over time.

C. **Regional and Hospital Section 504 and Section 1557 Coordination**

CHI FH facility administration designates a Section 504 and Section 1557 Coordinator for each hospital who is responsible for assuring compliance oversight for non-discrimination requirements. This includes maintenance of an accurate and current list of the contacts, compliance with current policies/standards, relevant staff training, and signage/communication compliance. The Emergency

Department Patient Access representative is designated for each CHI FH facility to serve as the local point of contact for language services and aids. The Patient Advocate is responsible for an effective grievance process relating to nondiscrimination issues and can be contacted at 1-877-426-4701  or via mail to the hospital's administration office. .

D. **Section 504/Section 1557 Grievance Procedure**

All CHI FH facilities/programs have an internal grievance procedure providing for prompt and equitable resolution of complaints alleging any discrimination. Any person who believes she or he has been subjected to discrimination on the basis of disability may file a grievance under this procedure.

Procedure:

- Grievances must be submitted to the patient advocate or designee within 30 days of the date the person filing the grievance becomes aware of the alleged discriminatory action.
 - Grievances may be confidentially submitted to the patient advocate or designee in writing or by calling the CHI FH Concern Line and must include the name and address of the person filing the grievance. The grievance must state the problem or action alleged to be discriminatory and the remedy or relief sought.
-
- The patient advocate or designee will coordinate an investigation of the grievance. This investigation must be thorough, affording all interested persons an opportunity to submit evidence relevant to the complaint. The patient advocate or designee will retain grievance investigation findings, files, and records for CHI FH facilities/programs.
 - The patient advocate or designee will issue a written decision on the grievance no later than 30 days after its filing.
 - The person filing the grievance may appeal the grievance decision with the patient advocate supervisor by writing to the hospital administration office within 15 days of receiving the grievance letter of response.
 - The patient advocate supervisor will issue a written decision in response to the appeal no later than 30 days after its filing.
 - The availability of each a facility or program grievance procedure does not prevent a person from filing a complaint of discrimination on the basis of disability with the US Department of Health and Human Services, Office for Civil Rights.

The patient advocate will make appropriate arrangements to ensure that disabled persons are provided other accommodations if needed to participate in this grievance process. Such arrangements may include, but are not limited to, providing interpreters for the deaf, providing taped cassettes of material for the blind, or assuring a barrier-free location for the proceedings. The patient advocate or designee will be responsible for such arrangements.

Any patient who believes she or he has been subjected to discrimination on the basis of disability may file a grievance under the hospital grievance policy and has the right to file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights, electronically through the Office for Civil Rights Complaint Portal, and at:

U.S. Department of Health and Human Services
200 Independence Avenue, SW
Room 509F, HHH Building
Washington, D.C. 20201

1-800-368-1019 , 800-537-7697  (TDD)

Complaint forms are available at <http://www.hhs.gov/ocr/office/file/index.html>

A. Accessibility/Signage

The hospital will maintain in operable working condition those features of facilities and equipment that are required to be readily accessible to and usable by individuals with disabilities. Problems with such equipment should be reported immediately to the site Patient Access Services.

NOTICE OF PATIENT RIGHTS AND RESPONSIBILITIES ON ADMISSION

PURPOSE

To assure all patients and their legal representative have been informed of their patient rights and responsibilities on admission.

POLICY

It is the policy of Highline Medical Center to recognize and respect the rights of all patients. Discrimination in any form is prohibited. Patients receiving any health care services at Highline Medical Center shall be informed of these patient rights as well as their responsibilities.

PROCEDURE

Each patient/legal representative receives a written copy of the hospital's Patient's Rights and Responsibilities. Every effort possible is made to provide this information in advance of providing or discontinuing care. The patient rights/responsibilities information may also be made available to patients throughout their stay upon request.

SIGNAGE REQUIREMENTS

Notice of Patient Rights/Responsibilities signs are posted conspicuously in the main entrance to the hospital, the emergency department entrance and at all the registration areas of the hospital or off campus service locations. The organization at their discretion may determine other locations the signs may be posted. The posted signs must meet the approved design standards and have the most current date/version published from marketing. The manager of the service is responsible for assuring the most current sign is posted during construction, renovation, painting or relocation projects. .

The hospital **grievance information sign** is conspicuously posted in the emergency department and other designated locations as determined by the organizations.

Access to Interpreter signs are also posted conspicuously in the main entrance to the hospital, the emergency department entrance and all registration areas of the organization.

RESPONSIBILITY

Patient Access/Registration staff is responsible for providing the patient/legal representative with the site specific "Patient Rights/Responsibilities – Notice and Acknowledgment" form. The patient/legal representative is asked to read, acknowledge and sign that he/she has received the information.

The Director of Patient Access or designee is responsible for keeping current procedures in the department relating to the Patient Rights/Responsibilities notices and educating staff in the implementation of the procedures. **The Patient Rights/Responsibility Notice and Acknowledgement form includes detailed information about the hospital's grievance process, contact information and time lines for resolution.** Staff must document on the acknowledgement form if the information is not provided due to the patient's condition or if the legal representative is not immediately available.

Risk Management/Patient Advocates are responsible under the hospital grievance policy for managing any complaints relating to discrimination or violations of patient rights. Risk is at point to assure signs and updated grievance information are posted at each site in Emergency Department, registration areas or other designated locations determined by the organization.

Hospital Staff are responsible for being knowledgeable of the standards and processes supporting patient rights and incorporating them into their day-to-day patient interactions.

Facilities/Construction Project Coordinator are responsible for assuring signs advising patients of their rights are posted in the main entrances of the hospital, emergency departments, registration areas and other appropriate public locations as determined by the organization. The signage is applicable to the main entrance, emergency services entrance and services/programs throughout the organization where patients are registered.

Marketing is responsible for assuring current patient rights/responsibility information posters are accurate and available and posted on the internet.

Safety/Regulatory/Risk Departments are responsible for assuring current and accurate information is disclosed on written hospital disclosures, pamphlets, and posted notices of patient rights and responsibilities.

PATIENT RIGHTS

AS A PATIENT AT HIGHLINE MEDICAL CENTER, YOU HAVE THE RIGHT TO:

- Be fully informed of all your patient rights and receive a written copy, in advance of furnishing or discontinuing care whenever possible.
- Not be discriminated against because of your race, beliefs, age, ethnicity, religion, culture, language, physical or mental disability, socio-economic status, sex, sexual orientation, gender identity or expression and your ability to pay for care. Be treated with dignity and respect including cultural and personal beliefs, values and preferences.
- Confidentiality, reasonable personal privacy, security, safety, spiritual or religious care accommodations, and communication. If communication restrictions are necessary for patient care and safety, the hospital must document and explain the restrictions to the patient and family.
- Be protected from neglect; exploitation; verbal, mental, physical or sexual abuse; Access to protective and advocacy services.
- Receive information about your condition including unanticipated outcomes, agree and be involved in all aspects and decisions of their care including: refusing care, treatment and services to the extent permitted by law and to be informed of the consequences of your actions; and resolving problems with care decisions; the hospital will involve the surrogate decision-maker when the patient is unable to make decisions about his or her care.
- Receive information in a manner tailored to the patient's age, language needs and ability to understand. An interpreter, translator or other auxiliary aids, tools or services will be provided to you for vital and necessary information free of charge.
- Make informed decisions regarding care including options, alternatives, risk and benefits. The hospital honors your right to give, rescind and withhold consent.
-

- Receive an appropriate medical screening examination or treatment for an emergency medical condition within the capabilities of the hospital, regardless of your ability to pay for such services.
- Have a family member or representative of your choice and your physician notified.
- Know the individual(s) responsible for, as well as those providing, your care, treatment and services.
- Family or representatives notification of your admission and input in care decisions; designate any individual to be present for emotional support during course of stay.
- An appropriate assessment and management of your pain.
- Be free from restraints and seclusion of any form that are not medically necessary or are used as a means of coercion, discipline, convenience or retaliation by staff.
- Have advance directives and for hospitals to respect and follow those directives; The hospital honors advance directives, in accordance with law and regulation and the hospital's capabilities, religious directives and policies.
- End of life care; Request no resuscitation or life-sustaining treatment.
- Donate organs and other tissues including medical staff input and direction by family or surrogate decision makers.
- Review, request amendment to and obtain information on disclosures of your health information in accordance with law and regulation.
- File a grievance (complaint) and to be informed of the process to review and resolve the grievance without fear of retribution or denial of care.

PATIENT RESPONSIBILITIES

AS A PATIENT AT OUR HOSPITAL, YOU HAVE THE RESPONSIBILITY TO:

- Tell your care providers everything you know about your health, and to let someone know if there are changes in your condition. Provide accurate and current health information to your healthcare team.
- Make known when you have advance directives and provide documents describing your preferences and wishes to the admitting staff or clinical healthcare team.
- Ask for explanation and information if you do not understand what you are told.
- Participate in your health care by helping make decisions, following the treatment plan prescribed by your physician, and accepting responsibility for your choices.
- Demonstrate respect and consideration for other patients and hospital personnel.
- Follow hospital rules and regulations about safety and patient care during your stay such as those about visitors, smoking, noise, etc.
- Meet your financial commitments. Deal with your bill promptly, and contact the billing department if you need to make special arrangements.
- Support mutual consideration and respect by maintaining civil language and conduct in interaction with staff and medical staff.
- Tell your care providers if you have special needs your healthcare team should know about.

PATIENT VISITATION RIGHTS

Patients of Highline Medical Center enjoy visitation privileges consistent with the patient preference and subject to the hospital's Justified Clinical Restrictions. Each patient has the right to receive the visitors whom he/ she designates and may designate a support person to exercise the patient's visitation rights on his/ her behalf. All visitors designated by the patient (or support person where appropriate) shall enjoy visitation privileges that are no more restrictive than those that immediate family member would enjoy. The designation of a support person does not extend to the medical decision making.

The hospital may impose clinically necessary or reasonable restrictions or limitations on patient visitation when necessary to respect all other patient rights and to provide safe care to patients. A justified Clinical Restriction may include, but need not be limited to one or more of the following: (i) a court order limiting or restraining contact; (ii) behavior presenting a direct risk or threat to the patient, hospital staff, or others in the immediate environment; (iii) behavior disruptive of the functioning of the patient care unit; (iv) reasonable limitations on the number of visitors at any one time; (v) patient's risk of infection by the visitor; (vi) visitor's risk of infection by the patient; (vii) extraordinary protections because of a pandemic or infectious disease outbreak; (viii) substance abuse treatment protocols requiring restricted visitation; (ix) patient's need for privacy or rest; (x) need for privacy or rest by another individual in the patient's shared room; or (xi) when the patient is undergoing clinical intervention or procedure and the treating health care professional believes it is in the patient's best interest to limit visitation during the clinical intervention or procedure.

PATIENT RIGHTS AND RESPONSIBILITIES

DATE OF ORIGIN:	11/73
LAST DATE REVISED:	06/97, 03/00, 01/09, 04/09, 10/09, 11/11, 03/14
LAST DATE REVIEWED:	03/14
NEXT REVIEW DATE:	03/17
REQUIRED REVIEW:	Ethics Committee, Patient Access
DISTRIBUTION:	Regional Administrative Manual
CROSS REFERENCE:	

Exhibit 4:
Pro Forma Financials (to be provided in screening)

**Exhibit 5:
Job Descriptions**

- while in bed. May involve one-person transfers of weight up to 200 lbs. This heavier activity may occur 8-10 times in both stressful (crisis situation where immediate action is demanded) and non-stressful situations.
- 2. Reaching and grasping frequently; hand movement continuously.
- 3. Normal or corrected vision required.
- 4. Normal or corrected hearing required.
- 5. Environment: inside 100% Temperature Range: normal
- 6. Protective clothing: gowns, gloves, masks, ability to wear lead for long IR/Cath Lab procedures, etc.
- 7. Tools, Equipment, Machines: blood pressure cuff, stethoscope, pencils/pens, telephones, monitors, computers, (technical equipment may vary according to units).
- 8. Each unit differs causing variables in patient and staff interaction.

PERFORMANCE STANDARD	EVALUATION CRITERIA	SELF-EVAL		EVALUATOR		COMMENTS
		MET	NOT MET	MET	NOT MET	
1. Responsible for total patient care delivery to all ages admitted to the unit, utilizing the nursing process from admission through discharge.	A. <u>Assessment</u>					
	1. Demonstrates competency in age related patient assessment on admission and throughout hospitalization with the outcome reflected in the documentation.					
	2. Identifies and documents patients' significant others' learning/discharge needs.					
	B. <u>Planning</u> Plans patient care.					
	1. Initiates, updates and documents on appropriate general and custom SCPCP throughout admission.					
	2. Individualizes plan of care when indicated.					
C. <u>Implementation:</u> Performs care and responds to patient requests based on plan of care						
1. Implements care per policy, procedures and/or protocols.						
2. Reports changes and response to intervention by communication with appropriate person.						

JOB DESCRIPTION - RN Staff Nurse

	3. Assess and documents care provided, interventions and responses.					
	4. Demonstrates consistent accuracy in medication/intravenous therapy administration and documentation:					
	a) Maintains narcotic records					
	b) Able to insert IV cannula per unit standards.					
	5. Follows through with teaching discharge plan					

PERFORMANCE STANDARD	EVALUATION CRITERIA	SELF-EVAL		EVALUATOR		COMMENTS
		MET	NOT MET	MET	NOT MET	
	D. <u>Evaluation:</u>					
	1. Evaluates and documents response to intervention.					
	2. Evaluates/completes RN summary assessments every 24 hours per unit standard.					
2. Maintains a safe environment for patients, visitors, staff and self.	A. <u>Infection Control:</u>					
	1. Demonstrates compliance with hospital infection control policy and procedures.					
	B. <u>Physical Environment:</u>					
	1. Proactive in prevention of potential environmental threats, i.e., falls, physical safety, body mechanics, staff identification, etc.					
	C. <u>Education:</u>					
	Completes required CPR, infection control, and safety in-services.					
	1. Participates in education of patients, visitors; and staff regarding safety					
	D. <u>Emergency Response:</u>					
	1. Recognizes and responds to emergency situations per procedure/standing orders/protocol, i.e. Code 199, disaster drill, fire drill, code orange, etc.					
3. Functions effectively within the organizational structure	A. <u>Professional Practice:</u>					
	1. Accountable to charge nurse, clinical manager/supervisor					
	2. Governs own practice, utilizes skill mix within job functions identified (RT, RCIS) and delegates effectively.					

PERFORMANCE STANDARD	EVALUATION CRITERIA	SELF-EVAL		EVALUATOR		COMMENTS
		MET	NOT MET	MET	NOT MET	
	3. Functions as a team member, i.e. answers lights, initiates help.					
	4. Attendance and punctuality meets standards.					
	5. Adheres to dress code.					
	B. <u>Unit Activities:</u>					
	1. Participates in unit staffing, i.e. floating, flexibility in scheduling, etc.					
	2. Contributes/participates in attaining department goals.					
	3. Participates in unit staff meetings and maintains knowledge on unit activities.					
	C. <u>Highline Medical Center Activities:</u>					
1. Knowledgeable of ongoing hospital activities, i.e. E-mail, global policy and procedures, memos, etc.						
2. Adheres to Highline's value statement evidenced by positive public relations with patients, family, coworkers, and community.						
4. Responsible for professional growth.	A. Identifies learning needs, sets goals, and seeks out educational opportunities. Maintains compliance of 12 hours continuing education hours annually evidenced by completion of inservice record.					
	B. Participates in unit based in-services.					
	C. Promotes the professional growth of co-workers by sharing knowledge and/or directing them to sources of information, acts as a role model.					

PERFORMANCE STANDARD	EVALUATION CRITERIA	SELF-EVAL		EVALUATOR		COMMENTS
		MET	NOT MET	MET	NOT MET	
	D. Serves as preceptor/mentor.					
	E. Utilizes effective communication skills to manage conflict with patients, families and co-workers.					
	F. Demonstrates ability to give and accept constructive feedback.					

Attach Unit Specific Addendum: Check all that apply

- | | | |
|---|--|--|
| <input type="checkbox"/> Day Surgery | <input type="checkbox"/> Gastroenterology | <input type="checkbox"/> Pediatric |
| <input type="checkbox"/> Charge Nurse | <input type="checkbox"/> Intravenous Therapy | <input type="checkbox"/> Post Anesthesia Care Unit |
| <input type="checkbox"/> Emergency Room | <input type="checkbox"/> Oncology | <input type="checkbox"/> Preoperative Clinic |
| <input type="checkbox"/> Family Childbirth Center | <input type="checkbox"/> Operating Room | <input type="checkbox"/> Critical Care |
| | | <input type="checkbox"/> Special Procedures Unit |

Self-Evaluation/Evaluator - Completed together during evaluation.

Evaluation of significant accomplishments and progress toward goals set at the last evaluation:

TO BE COMPLETED DURING EVALUATION BY STAFF MEMBER AND SUPERVISOR/DEPARTMENT HEAD. Areas of work performance and professional development for focus in the next year. Include specific goals; timeliness and performance measures to be review at the next evaluation period:

1.

Meets job expectations: YES _____ NO _____
IF NO, COMPLETE ACTION PLAN UNDER COMMENTS:

COMMENTS:

I have read and am familiar with my job description/acknowledge my performance evaluation. My signature does not signify agreement or disagreement with judgments made by my supervisor.

Employee Signature Date

Supervisor Date

PERFORMANCE STANDARD	E. <u>EVALUATION CRITERIA</u>	SELF-EVAL		EVALUATOR		COMMENTS
		MET	NOT MET	MET	NOT MET	
Upholds Values and Planetree Philosophy	Demonstrates the values of HIGHLINE in all aspects of duties by:					
<u>Excellence</u>	Exceed expectations For Excellence I will:					
	1. Exceed expectations and do my best everyday, with a positive, friendly attitude					
	2. Maintain a safe and clean workplace					
	3. Follow all policies and procedures					
<u>Service</u>	Every encounter, Every person, Every day For Service I will:					
	1. Put patients first					
	2. Treat everyone with courtesy and respect at all times					
	3. Respond promptly					
	4. Look and act professional					
<u>Communication</u>	Seek understanding, Share information For Communication I will:					
	1. Practice good listening skills and seek understanding					
	2. Communicate timely, clearly and professionally					
<u>Teamwork</u>	Individual effort, Team success For Teamwork I will:					
	1. Help wherever I can					
	2. Work with others to achieve Highline's goals					
	3. Participate actively as a responsible team member					

PERFORMANCE STANDARD	F. EVALUATION CRITERIA	SELF-EVAL		EVALUATOR		COMMENTS
		MET	NOT MET	MET	NOT MET	
<u>Stewardship</u>	Personal accountability for actions, goals and finances For Stewardship I will:					
	1. Promote quality and patient safety					
	2. Take pride in our facilities					
	3. Conserve energy and resources					
<u>Community</u>	Recognize similarities, Celebrate differences For Community I will:					
	1. Be an ambassador for Highline in the community					
	2. Be respectful of all cultures					
	3. Celebrate successes					
<u>Caring</u>	Feel concern, Show compassion For Caring I will:					
	1. Demonstrate compassion					
	2. Lend a hand					
	3. Smile and speak to everyone in the hallways and elevators					
<u>Trust</u>	Earned through integrity For Trust I will:					
	1. Be honest; demonstrate integrity					
	2. Mean what I say and say what I mean					
	3. Fulfill commitments					
Complies with policies and procedures	Complies with dress code and attendance guidelines.					

As a staff member of Highline Medical Center, I commit to living Highline’s Values. To demonstrate that commitment I will meet the above Standards of Performance. _____

Employee Signature:

Date:

DEPARTMENT NAME: Cardiovascular Cath Lab & Interventional Radiology

POSITION TITLE: Cardiovascular and Interventional Radiology Technologist

SUPERVISOR TITLE: Manager of Cath Lab and Interventional Radiology Services

JOB SUMMARY

A Registered professional who assists and scrubs for cardiac and vascular related diagnostic and therapeutic procedures under the direction of the procedural physician. Regularly performs basic patient care functions, monitors and communicates patient's hemodynamic stability and changes during the procedure. Circulates within the room, knowledge and demonstrated competence with FFR, IVUS, balloon pump, and other cardiac cath related equipment. Actively participates in the ordering and inventory of equipment and supplies for the department.

PROFESSIONAL REQUIREMENTS

1. RCIS or ARRT certification
2. Current Washington State license
3. Current ACLS (Advanced Cardiac Life Support) and BLS provider status.
4. Computer skills and competence to include hemodynamic monitoring equipment, MS Windows and Office programs.
5. Expected to work independently in both labs within 3-6 months.

PERSONAL REQUIREMENTS

1. Ability to perform duties with accuracy and speed
2. Willingness to work within the framework of policies and procedures of the Imaging department and Hospital Administration
3. Maintains good physical and emotional well being
4. Possesses personal qualities of empathy, respect, understanding, good judgement, integrity, loyalty, a sense of humor, and the ability to relate effectively to patients, families, and staff.
5. Practices wellness/self-care behaviors
6. Serves as role model to others

PHYSICAL REQUIREMENTS

1. **Medium strength** is required to position patients for examination or treatment. Lifting or moving patients when transferring from wheelchairs and/or gurneys to x-ray tables that may involve one-person transfers of weight up to 200 lbs.
2. **Lifting and carrying;** frequently < 10-20 lbs throughout shift, i.e.,, x-ray cassettes
3. **Standing;** constantly
4. **Pushing;** frequently while transporting mobile x-ray equipment to the site where x-rays are to be taken
5. **Reaching and grasping** frequently; handling film, film holders, supportive devices, and machine controls
6. **Normal or corrected vision** required to effectively observe patients and examine exposed films for pertinent detail
7. **Normal or corrected hearing** required to effectively communicate with patients
8. **Environment:** works inside 100% Temperature Range: normal
9. **Hazards** include exposure to ionizing radiation, blood and body fluids, sharp objects and instruments, assorted chemicals as listed in the hazardous materials manual.
10. **Use of personal protective equipment:** In this position, occupational exposure to communicable diseases, blood, blood borne and airborne pathogens requires the use of personal protective equipment including gloves, gowns, goggles and masks when in the clinical setting. Exposure to ionizing radiation requires the wearing of leaded gloves and aprons during certain procedures; must wear radiation film badge.

SPECIAL CONSIDERATIONS - AGE RELATED COMPETENCY

Knowledge of the principles of growth and development over the life span and the ability to assess and interpret data, determine patient care requirements, and deliver care relative to the patients' age specific needs of the neonate, infant, child, adolescent, adult and geriatric patient populations.

Employee Signature

Date

Approved By: SI Date 2/2013

Reviewed By SI Date 2/2013

**Exhibit 6:
Partnership Agreement**

ELECTIVE PCI PARTNERING AGREEMENT

THIS ELECTIVE PERCUTANEOUS CORONARY INTERVENTIONS ("PCI") PARTNERING AGREEMENT ("Agreement") is entered into as of the 8th day of JUNE, 2017 (the "Effective Date") by and between **ST. JOSEPH MEDICAL CENTER**, a Washington nonprofit corporation ("Tertiary Hospital") and, **HIGHLINE MEDICAL CENTER**, a Washington nonprofit corporation ("Transferring Hospital"). Collectively the Tertiary Hospital and Transferring Hospitals are the "Parties." This Agreement becomes effective upon a successful award of a certificate of need ("Certificate of Need") to the Transferring Hospital to perform elective PCIs from the State of Washington's Department of Health.

RECITALS

A. Consistent with State Certificate of Need requirement, a transferring hospital must enter into an agreement with a tertiary hospital to provide cardiac surgery back-up and support for patients undergoing elective PCI without on-site cardiac surgery, and to facilitate continuity of patient care and the timely transfer of patients and records from the transferring hospital to the tertiary hospital.

NOW, THEREFORE, the Parties agree as follows:

AGREEMENT

1. Transferring Hospital agrees to secure patient signed, informed consent for PCIs. The consent forms will explicitly communicate to the patients that the PCI is being performed without on-site surgery back-up, and address risks related to transfer, the risk of urgent surgery, and refer to this established Agreement.
2. If a determination is made by the attending physician that a patient requires transfer from the Transferring Hospital to the Tertiary Hospital, Tertiary Hospital agrees to accept referred patient promptly.
3. Both Parties agree to coordinate, to the extent possible, the availability of surgical teams and operating rooms so that for all hours that elective PCIs are being performed at the Transferring Hospital, the Tertiary Hospital is available to accept a referral.
4. During times of high census wherein the Tertiary Hospital's ability to accept a patient referral is impacted by lack of bed availability or a closed emergency department ("ED"), the Tertiary Hospital will notify the Transferring Hospital, and elective procedures will be rescheduled as long as, in the attending physician's assessment, such delay does not compromise the patient's care and condition. In the event of an extreme emergency, Transferring Hospital may also send patients to another hospital with which Transferring Hospital has an elective PCI partnership agreement.
5. Transferring Hospital has the responsibility for transferring the patient to the Tertiary Hospital, and agrees to use qualified personnel, and necessary equipment, including medically appropriate life support measures, during the transfer. In addition, Transferring Hospital agrees:
 - (a) To maintain a signed transportation agreement with a qualified vendor that provides for expeditious transfer for any patient experiencing complications during elective PCIs that require transfers to the Tertiary Hospital. A qualified vendor is defined as one whose transport staff is advanced cardiac life support ("ACLS") certified. The Transferring Hospital will provide the experienced and skilled personnel and equipment to

monitor and treat the patient en route, including management of an intra-aortic balloon pump ("IABP").

(b) Transferring Hospital will document and confirm that emergency transportation begins for each patient within twenty (20) minutes of the initial identification of a complication by the attending physician.

(c) Transferring Hospital will document transportation times from the decision to transfer the patient with an elective PCI complication to arrival in the operating room of the Tertiary Hospital, and confirm transportation time is less than one hundred twenty (120) minutes).

(d) Transferring Hospital will participate annually in two (2) timed emergency transportation drills with outcomes communicated to all hospitals' quality assurance programs. The staff and cost of internal resources used for such drills will be the responsibility of each party employing such staff or owning that resource. The cost of any external resources required for such drills will be the responsibility of the Transferring Hospital.

6. Transferring Hospital agrees to establish appropriate communication regarding PCI cases being transferred, including, but not limited to, transferring all appropriate clinical data, including images and videos to the Tertiary Hospital.

7. Transferring Hospital will monitor to assure that the physician performing the PCI communicates immediately and directly with Tertiary Hospital's cardiac surgeon(s) regarding the clinical reasons for the urgent transfer and patient's clinical condition.

8. All PCI transfers will be done in accordance with applicable federal and state laws and regulations, and in accordance with the standards of The Joint Commission.

9. The Parties agree to schedule cardiac patient care quality assurance conferences at least quarterly that involve case reviews of a significant number of pre-operative and post-operative cases, including a 100% review of all transport cases.

10. Charges for services performed by any of the Parties shall be collected by the Party rendering the service to the patient, third party payer, or other sources normally billed by the Party. No Party shall have any liability to the other for such charges, except to the extent such liability would exist separate from this Agreement. The Parties shall cooperate with each other in exchanging information about financial responsibility for services rendered by them to patients.

11. Transferring Hospital shall indemnify, hold harmless, and defend Tertiary Hospital, its agents and employees, from and against any claim, loss damage, cost, expense, or liability, including reasonable attorney's fees, arising out of, or related to the performance or nonperformance by Transferring Hospital, its agents and employees of any duty or obligation of Transferring Hospital under this Agreement.

12. Tertiary Hospital shall indemnify, hold harmless, and defend Transferring Hospital, its agents and employees, from and against any claim, loss damage, cost, expense, or liability, including reasonable attorney's fees, arising out of, or related to the performance or nonperformance by Tertiary Hospital, its agents and employees of any duty or obligation of Tertiary Hospital under this Agreement.

13. The Parties shall maintain, at their own expense, comprehensive general and professional liability insurance and property damage insurance, adequate to insure them against risks arising out of this Agreement, with limits no less than those customarily carried by similar facilities. Upon request, each Party shall furnish the other Party with evidence of such insurance. During the term of this Agreement, each Party shall immediately notify the other of any material change in such insurance.

14. Nothing in this Agreement shall be construed as limiting the rights of any Party to contract with any other facility or entity on a limited or general basis.

15. This Agreement shall be in effect on the date of Certificate of Need approval, and shall continue until terminated, as follows:

- a. Any Party may terminate this Agreement immediately upon breach of its terms by another Party; or
- b. Any Party may terminate this Agreement without cause by giving the other Party not less than ninety (90) days' written notice.

16. This Agreement may be signed in counterparts, each of which will be considered an original.

17. This Agreement shall be interpreted and construed in accordance with the laws of the State of Washington, and any action to enforce the Agreement shall be in King County, Washington.

18. This Agreement embodies the entire agreement of the Parties relating to transfer of patients from Transferring Hospital to Tertiary Hospital, and supersedes all prior agreements, representations, and understandings of the Parties. This Agreement may only be modified or amended in writing. Amendments and modifications must be signed by all Parties to be effective.

19. Should any provision of this Agreement be found by any court to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect the validity of the remaining provisions of the Agreement, unless such invalidity or unenforceability would defeat an essential business purpose of this Agreement, in which case the Agreement shall be terminated.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed the day and year first written above.

TERTIARY HOSPITAL: ST. JOSEPH MEDICAL CENTER By <u>Sydney Bessault</u> Printed Name <u>Sydney Bersante</u> Title <u>President</u>	TRANSFERRING HOSPITAL: HIGHLINE MEDICAL CENTER By <u>Tony McLean</u> Printed Name <u>TONY McLEAN</u> Title <u>PRESIDENT</u>
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Exhibit 7:
Emergency Transport Agreement

CUSTOMER AGREEMENT

Business Terms

THIS AGREEMENT is made between American Medical Response Ambulance Service Inc., an American Medical Response company ("Provider"), and Highline Medical Center, (the "Customers"). The Customers are Hospitals. The General Terms and Conditions are attached and incorporated by reference herein.

Commencement Date: March 1, 2013

Term: 12 Months 24 Months 36 Months Other

Automatic Renewal for Successive Terms: Yes No

Service Area: King and Pierce Counties and other areas as agreed to by the parties

Services Provided (Please check all applicable):

Ambulance Services:

- "Advanced Life Support" or "ALS"
- "Basic Life Support Service" or "BLS"
- "Specialty/Critical Care Transportation" or "SCT" or "CCT"
- None

Rates:

Ambulance Services:

- Medicare Fee Schedule (for any questions regarding the current and prevailing Medicare Fee Schedule rates, please contact your account representative or see http://www.cms.hhs.gov/AmbulanceFeeSchedule/02_afsoul.asp#TopOfPage)

Rate Adjustments:

Ambulance Services (select only one):

- Automatic adjustment when Medicare Fee Schedule adjusts (typically January 1st)

Payor of Last Resort: Yes No

Additional Operational Requirements: Additional operational requirements are set forth in Schedule "A".

**CUSTOMER AGREEMENT
Business Terms**

Notices:

Customer: Contact Highline Medical Center 16251 Sylvester Road SW Burien, WA 98166 Customer Billing Contact Information: Contact Highline Medical Center 16251 Sylvester Road SW Burien, WA 98166	Provider: General Manager American Medical Response 13075 Gateway Drive #100 Seattle WA 98168 With Mandatory Copy to: Legal Department American Medical Response, Inc. 6200 South Syracuse Way, Suite 200 Greenwood Village, Colorado 80111
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IN WITNESS WHEREOF, the parties have hereto executed this Agreement.

"CUSTOMER"

"CUSTOMER"

By: <i>Mark Benham</i>	By:
Print Name: MARK BENHAM	Print Name:
Title: CEO	Title:

"PROVIDER"

By: <i>Ernest Glass</i>
Print Name: Ernest Glass
Title: General Manager

CUSTOMER AGREEMENT
General Terms and Conditions

1. **Provision of Services.** If Provider accepts a request for services, Provider will provide the services checked in the Business Terms (the "Services") to patients of the Customer ("Patients") on the conditions, if any, described in Business Terms and in the service area(s) described in the Business Terms (the "Service Area"), as requested by the Customer and/or its agents.
2. **Compliance.** The parties will comply in all material respects with all applicable federal, state and local laws and regulations, including the federal Anti-kickback Statute. Provider's ambulances will conform to applicable state and local regulations for medical equipment for ambulances and be duly licensed for the transportation of patients. If wheelchair van or paratransit transports are included in the Services, Provider's wheelchair vans or paratransit vehicles will conform to applicable state and local regulations for the transportation of patients. All personnel staffing vehicles that provide the Services will be licensed or certified as required by applicable law.
3. **Standards.** The Services shall be provided in accordance with prevailing industry standards of quality and care applicable to the Services.
4. **Scheduling of Services.** There will be no minimum notice required for the provision of emergency advanced life support or emergency basic life support Services, if such Services are to be provided hereunder. The Customer will provide a minimum of 4 hours notice for non-emergency services, to the extent such notice is practicable. The Customer will provide a minimum of 24 hours notice for non-ambulance services, to the extent such notice is practicable.
5. **Compensation and Billing.**
 - a. **General.** Provider shall be responsible for all Patient and third party billing, and agrees that the rates to be billed shall comply with applicable laws. Prior to or at the commencement of any Service or after any SCT Services that utilize Customer personnel, the Customer shall provide Provider with Patient billing information, including all documentation necessary for third-party reimbursement and determination of medical necessity. Such information and documentation shall include, but will not necessarily be limited to: Patient name, social security number and Medicare and Medicaid numbers, where applicable; the origin and destination; available medical history, patient condition and reason for the transport; and physician certification statement, when required. Customer shall further permit Provider to access its registration and admission systems in order to obtain Patient demographic and insurance information and other documentation deemed necessary by Provider to bill for Services. The Customer will pay to Provider the amounts set out in the Business Terms for Services provided to all Patients for which Customer is deemed financially responsible under applicable law (e.g., Patients whose transports are covered by the Medicare DRG or PPS payment to the Customer) and other Patients for whom the Customer assumes responsibility for payment (collectively, "Customer Responsible Patients"). Customer shall notify Patients when it is not financially responsible for the Services. For all Customer Responsible Patients, Provider shall provide a written invoice to Customer. Customer shall make payment to Provider within thirty (30) days of the invoice date. In the event Medicare or other third party payor pays Provider for Services and subsequently recoups such payment on the grounds that the Patient was a Customer Responsible Patient, the Customer shall pay Provider for such transport within thirty (30) days of invoice for same, even if such recoupment and invoice occurs after termination of this Agreement. In the event that Customer does not pay any invoice within sixty (60) days from the date of invoice, the rates for Customer Responsible Patients shall, at Provider's option, revert to Provider's full Usual and Customary rates plus ten percent (10%). In the event any payment required by this Section 5 is not timely made, Provider reserves the right to charge interest on the unpaid amount at the rate of twelve percent (12%) per annum.
 - b. **Payor of Last Resort.** If checked YES in the Business Terms, in addition to being financially responsible for Customer Responsible Patients as defined in Section 5, Customer shall be financially responsible as a payor of last resort for all Provider transports from or ordered by its facilities and shall in good faith reimburse Provider as set forth herein without delay or condition. As the payor of last resort, Customer shall be financially responsible for: (i) Patients without third party coverage or other means of payment for Services; and (ii) Patients whose Services were requested by Customer that are denied preauthorization or coverage by any payor based on medical necessity grounds or other grounds. Provider will not invoice Customer as the payor of last resort until after it has made reasonable efforts to collect amounts owed from the primary payor and, if applicable, any secondary payors. The Services will then be billed to Customer as the payor of last resort at the rates and terms set forth in the Business Terms.
6. **Hardship.** If the Customer brings to Provider's attention, with verification, that a financial hardship exists for a Patient as defined in Provider's Corporate Policy on Compassionate Care, Provider will use commercially reasonable efforts to reach a reasonable financial accommodation with the Patient or his or her family consistent with such Policy.
7. **Selection of Providers.** Except as provided below, Provider shall be one of the Customer's preferred providers of Services for all Customer Responsible Patients. If Provider

CUSTOMER AGREEMENT
General Terms and Conditions

is unable to provide any Services requested in accordance with the terms hereof, Provider will contact backup providers that have been pre-approved by the Customer for this purpose, but in the case of non-Customer Responsible Patients will only do so if requested by the Customer. Provider shall not be responsible for ensuring that any services will be provided by another provider, or for any aspect of any such services that are so provided. Unless Provider informs the Customer in writing that payment for a backup provider should be made to Provider, Provider shall have no financial responsibility for any other provider's charges and such charges shall be paid by the Customer. The Customer may utilize the provider of its choice if Provider informs the Customer that it cannot provide Services and no pre-approved backup provider is available to respond within a time period that is reasonable in light of the Patient's condition, and neither party shall be in breach of this Agreement as a result thereof. Notwithstanding anything in this Section 7, a Patient or third party payor may choose to utilize another available provider, except to the extent that such choice is in conflict with any statute, regulation or ordinance.

8. **Indemnification.** Each party will defend, indemnify and hold the other party harmless from and against all liability, claims and costs resulting from or alleged to result from any negligence or willful misconduct of the indemnifying party related to the performance of this Agreement. In the event of any such claim, the party to be indemnified shall provide notice to the other party as soon as reasonably possible.
9. **Insurance.** Each party represents that it has and will maintain comprehensive automobile insurance, comprehensive general liability insurance, and professional liability insurance all in minimum amounts that are customary and usual within the industry and workers' compensation insurance in the statutory required amounts. The Customer also agrees that its professional liability insurance shall be exclusive when its employees provide CCT/SCT services. The Customer agrees to provide any endorsements, if needed, to effectuate the preceding two sentences and shall provide AMR proof of those endorsements. Notwithstanding, the minimum amounts of professional liability insurance shall be \$1,000,000 per occurrence and \$3,000,000 annual aggregate.
10. **Record Retention.** Provider will retain books and records respecting Services rendered to Patients for the time periods required under all applicable laws (including the requirements of the Secretary of Health and Human Services ("HHS")) and allow access to such books and records by duly authorized agents of the Secretary of HHS, the Comptroller General and others to the extent required by law.
11. **Term.** The initial term of this Agreement shall start on the Commencement Date as set forth in the Business Terms and be for the term set forth in the Business Terms.
12. **Termination.** Each party may terminate this Agreement: (a) at any time without cause and at its sole discretion upon sixty (60) days written notice to the other party; or (b) upon the material breach of this Agreement by the other party if such breach is not cured within thirty (30) days of written notice thereof to the other party. Notwithstanding the foregoing: (i) Provider may terminate this Agreement upon a default by the Customer in the payment of monies due and owing to Provider if such breach is not cured within ten (10) days of notice thereof to the Customer; (ii) the Customer may terminate this Agreement upon the repeated failure of Provider to respond to requests by the Customer for the provision of Services to Patients within the Service Area, if such failure is not cured within ten (10) days of notice thereof to Provider; and (iii) either party may terminate this Agreement immediately upon notice to the other following the loss or suspension of licensure or insurance coverage.
13. **Notices.** Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows, with notice deemed given as indicated: (a) by personal delivery, when delivered personally; (b) by overnight courier, upon written verification of receipt; (c) by facsimile transmission, upon acknowledgment of receipt of electronic transmission; or (d) by certified or registered mail, return receipt requested, upon verification of receipt. Notice shall be sent to the addresses listed in the Business Terms.
14. **Confidentiality.** All information with respect to the operations and business of a party (including the rates charged hereunder) and any other information considered to be and treated as confidential by that party gained during the negotiation or Term of this Agreement will be held in confidence by the other party and will not be divulged to any unauthorized person without prior written consent of the other party, except for access required by law, regulation and third party reimbursement agreements.
15. **Referrals.** It is not the intent of either party that any remuneration, benefit or privilege provided for under this Agreement shall influence or in any way be based on the referral or recommended referral by either party of patients to the other party or its affiliated providers, if any, or the purchasing, leasing or ordering of any services other than the specific services described in this Agreement. Any payments specified herein are consistent with what the parties reasonably believe to be a fair market value for the services provided.
16. **Relationship.** In the performance of this Agreement, each party hereto shall be, as to the other, an independent contractor and neither party shall have the right or authority, express or implied, to bind or otherwise legally obligate the other. Nothing contained in this Agreement shall be

CUSTOMER AGREEMENT
General Terms and Conditions

- construed to constitute either party assuming or undertaking control or direction of the operations, activities or medical care rendered by the other. Provider and Customer administrative staff shall meet on a regular basis to address issues of mutual concern related to the provision of Services and the parties' respective rights and obligations hereunder.
17. **Force Majeure.** Provider shall not be responsible for any delay in or failure of performance resulting from acts of God, riot, war, civil unrest, natural disaster, labor dispute or other circumstances not reasonably within its control.
18. **HIPAA.** Each party shall comply with the privacy and security provisions of the *Health Insurance Portability and Accountability Act of 1996* and the regulations thereunder ("HIPAA"). The Customer shall reasonably assist Provider in complying with HIPAA, including assisting Provider in providing Provider's notice of privacy practices to Patients prior to non-emergency transports and as soon as reasonably possible after emergency transports, and obtaining an acknowledgment of delivery of such notices for non-emergency transports. Each party acknowledges and agrees that it is considered a covered entity under HIPAA. Accordingly, both parties are permitted to use and disclose Protected Health Information in accordance with HIPAA without an additional written authorization of the Patient as long as both parties have a direct relationship with the Patient. All Patient medical records shall be treated as confidential so as to comply with all state and federal laws.
19. **Safe Harbor.** The Customer acknowledges that it has been informed of, and agrees to fully and accurately account for, and report on its applicable cost report, the total value of any discount, rebate or other compensation paid pursuant to this Agreement in a way that complies with all applicable federal, state and local laws, orders and regulations that establish a "Safe Harbor" for discounts, including 42 CFR 1001.952(h) and/or 42 U.S.C. § 1320a-7(b)(3)(a).
20. **Compliance Program and Code of Conduct.** Provider has made available to the Customer a copy of its Code of Conduct, Anti-kickback policies and other compliance policies, as may be changed from time-to-time, at Provider's web site, located at: www.AMR.net (under the "About AMR" link at the web site), and the Customer acknowledges receipt of such documents. Provider warrants that its personnel shall comply with Provider's compliance policies, including training related to the Anti-kickback Statute.
21. **Non-Exclusion.** Each party represents and certifies that neither it nor any practitioner who orders or provides Services on its behalf hereunder has been convicted of any conduct that constitutes grounds for mandatory exclusion as identified in 42 U.S.C. § 1320a-7(a). Each party further represents and certifies that it is not ineligible to participate in Federal health care programs or in any other state or federal government payment program. Each party agrees that if DHHS/OIG excludes it, or any of its practitioners or employees who order or provide Services, from participation in Federal health care programs, the party must notify the other party within five (5) days of knowledge of such fact, and the other party may immediately terminate this Agreement, unless the excluded party is a practitioner or employee who immediately discontinues ordering or providing Services hereunder.
22. **Equal Employment Opportunity.** If the provisions of Executive Order 11,246 are applicable to this Agreement, the parties incorporate the equal employment opportunity clause set forth in 41 C.F.R. part 60-1. If the provisions of Executive Order 13,201 are applicable to this Agreement, the parties incorporate the equal employment opportunity clause set forth in 29 C.F.R. part 470.
23. **Miscellaneous.** This Agreement (including the Schedules hereto): (a) constitutes the entire agreement between the parties with respect to the subject matter hereof, superseding all prior oral or written agreements with respect thereto; (b) may be amended only by written instrument executed by both parties; (c) may not be assigned by either party without the written consent of the other party, such consent not to be unreasonably withheld; (d) shall be binding on and inure to the benefit of the parties hereto and their respective successors and permitted assigns; (e) shall be interpreted and enforced in accordance with the laws of the state where the Services are performed, without regard to the conflict of laws provisions thereof, and the federal laws of the United States applicable therein; (f) may be executed in several counterparts (including by facsimile), each of which shall constitute an original and all of which, when taken together, shall constitute one agreement; and (g) shall not be effective until executed by both parties. In the event of a conflict between this Agreement and any Schedule hereto, the terms of this Agreement shall govern.

CUSTOMER AGREEMENT
General Terms and Conditions

SCHEDULE "A"
Additional Operational Requirements

To facilitate the expeditious transfer of patients who experience complications during elective PCIs that require transfer from Customers' locations to a backup hospital with on-site cardiac surgery the parties agreed to these Additional Operational Requirements:

1. AMR will agree to the expeditious transport by land of all patients who experience complications during elective PCIs that require transfer to a backup hospital with on-site surgery.
2. All AMR Critical Care Transport ("CCT") level staff will be certified at the advance cardiac life support certified ("ACLS") level.
3. During emergency transport, Customers will provide the necessary equipment and additional ACLS certified staff with the skills and experience to monitor and treat the patient en route and to manage an intra-aortic balloon pump when necessary. AMR will return staff and equipment to originating hospital.
4. AMR will dispatch emergency transportation immediately upon notification of a need for transport by Customers. AMR will use best efforts to respond within twenty (20) minutes. Emergent transports for Customer will have priority over other non emergency patients, such as scheduled transports, in the local area. The transport will be done by:
 - a. The first preference will be to send a CCT ambulance staffed with AMR CCT level personnel to transport patients.
 - b. In the event that a CCT ambulance is not available within a reasonable timeframe, a Basic Life Support ambulance and AMR BLS staffed crew will be dispatched with the care being maintained by Customer CCT level staff during transport to the backup hospital.
 - c. In either case (CCT ambulance or BLS ambulance), Customer will send ACLS certified and experienced staff to monitor the patients and equipment in order to specifically manage patients with an intra-aortic balloon pump.
5. AMR and Customer will agree to total patient transportation time – from notification of the need to transport to arrival in the operating room at a backup hospital with on-site cardiac surgery – of 90 minutes or less when AMR is available to provide the transport.
6. AMR will participate in at least two annual timed emergency transportation drills with Customer and two (2) annual time emergency drills with Customer to ensure the timelines referenced within this agreement continue to be met.

SCHEDULE "A"
Additional Operational Requirements

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4. AMR will dispatch emergency transportation immediately upon notification of a need for transport by Customers. AMR will use best efforts to respond within twenty (20) minutes. Emergent transports for Customer will have priority over other non-emergency patients, such as scheduled transports, in the local area. The transport will be done by:
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 - b. In the event that a CCT ambulance is not available within a reasonable timeframe, a Basic Life Support ambulance and AMR BLS staffed crew will be dispatched with the care being maintained by Customer CCT level staff during transport to the backup hospital.
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5. AMR and Customer will agree to total patient transportation time – from notification of the need to transport to arrival in the operating room at a backup hospital with on-site cardiac surgery – of 90 minutes or less.
6. AMR will participate in at least two annual timed emergency transportation drills with Customer and two (2) annual time emergency drills with Customer to ensure the timelines referenced within this agreement continue to be met.

**Exhibit 8:
QA/QI Plan**

Highline Medical Center Quality Assurance/Quality Improvement Plan

Elective and Emergent PCI

PURPOSE

The purpose of the quality improvement plan for elective PCI is:

1. Provide for a process for ongoing review of the outcomes for adult elective PCIs.
2. Provide a system of patient selection that will result in outcomes that are equal to or better than benchmark standards.
3. Provide for a process of formalized review of pre and post-operative patient care with partner surgical backup hospital including all patients transferred for surgical intervention.
4. Provide a process for reporting elective PCI information to the Washington State Department of Health or entity designated by the Washington State Department of Health.
5. Document, assess and improve the emergency transport processes and timeframes.

POLICY/PROCEDURE

Highline Medical Center will establish an Elective PCI QA/QI Committee (PCI Improvement Committee) to oversee all QA/QI activities as they relate to the Elective PCI Program. This Committee will be comprised of Quality/Clinical Effectiveness staff, Cardiologists, Medical Directors and Cath Lab staff and will oversee all of the below QA/QI activities:

- Highline Medical Center will hold formalized case reviews that will include preoperative and post-operative elective PCI cases, including all transferred cases. Specifically:
 - The PCI Improvement Committee will meet quarterly and be comprised of the following participants:
 - Quality Assurance/Clinical Effectiveness Leader
 - Cardiology Medical Director
 - Cath Lab Manager/Supervisor
 - Cardiology Quality Manager
 - Interventional Cardiologist
 - Plus designated staff as committee deems appropriate
 - The Elective PCI Improvement Committee will be part of the hospitals' Quality Assurance Program and will abide by all relevant committee standards and report to:
 - Performance Quality Leadership Group
 - Hospital Quality Council
 - The Elective PCI Improvement Committee will prepare a report at least quarterly that includes the results of all performance monitoring activities. The Committee will make recommendations to the Cardiac Leadership Team and Cath Lab Manager to resolve any identified problems. The data, including COAP data and analysis, will be evaluated to determine if performance meets the standard of care, and/or the initiation of performance improvement activities may be beneficial.

- Results of the performance review, including action plans and outcomes, will be forwarded to the Performance Quality Leadership Group and the Hospital Quality Council for inclusion in the hospital's Quality Programs. Additional actions will adhere to the hospital Quality, Peer Review and Medical Executive processes.
- The PCI Improvement Committee and its work will be protected by Washington State Statute RCW 70.41.200.
- Elective PCI outcomes will be included in the WA State Clinical Outcomes Assessment Program (COAP). Outcomes will be benchmarked against the statewide outcome data and included in case review meetings and presented quarterly to the PCI Improvement Committee including recommendations on how to resolve any identified problems.
 - Specific benchmarks include at least the following:
 - Risk Adjusted Mortality
 - Incidence of Vascular Complications
 - Thienopyridine on Discharge (Patients with Stents)
 - COAP works with member hospital in perfecting performance improvement initiatives of PCI Programs within the State of Washington.
- Cardiologists will use the Society for Cardiac Angiography guidelines for patient, lesion and case selection to determine which patients are suitable candidates for elective PCI.
- Highline Medical Center will ensure the safe transportation of elective PCI patients experiencing complications including:
 - Maintaining a signed transportation agreement with a vendor who will expeditiously transport patients who experience complications during elective PCIs.
 - Ensuring that transport staff are advanced cardiac life support certified.
 - Providing the equipment and staff with the skills and experience to monitor and treat the patient en route and to manage an intra-aortic balloon pump (IABP).
 - Initiation of emergency transportation within twenty minutes of the initial identification of a complication.
 - Ensuring that the time from the decision to transfer the patient with an elective PCI complication to arrival in the operating room will be less than one hundred twenty minutes.