

APPLICATION FOR "IN THE ACS VERIFICATION PROCESS" LEVEL III TRAUMA
CENTER STATUS

SECTION 16

Laboratory Services

24 hour laboratory services

Franciscan St. Elizabeth Health Lafayette has laboratory services available 24
hours per day.

Franciscan St. Elizabeth Health
Lafayette, Indiana

**FRANCISCAN ST. ELIZABETH HEALTH
LAFAYETTE, IN
CLINICAL LABORATORY**

NUMBER: 7022-II-SOP170 **DATE:** July 2,2013
DEPARTMENT: APHL Laboratories **REVISED:**
REPLACES **REVIEWED:**
PROCEDURE #:

LABORATORY SERVICES POLICY

PURPOSE: FSEH Laboratories provide comprehensive clinical, transfusion medicine and anatomical pathology services. Our hospital laboratories are staffed for specimen collection and testing 24 hours daily in the clinical and Blood Bank laboratories and weekdays 8:00 AM to 4:30 PM for anatomic pathology.

GENERAL

INFORMATION: Scope of Services provided by Franciscan St. Elizabeth Health – Lafayette Department of Pathology and Laboratory Medicine that are part of the department performance improvement program include but are not limited to specimen procurement and processing, analysis, result and report communication and clinical consultation in the following areas:

Ancillary site testing	Coagulation	Chemistry
Reference lab	Therapeutic Drug Monitoring	Toxicology
Urinalysis	Immunology	Microbiology
Hematology	Serology	Semen Analysis
Transfusion Medicine	Point of Care	Autopsy
Cytopathology	Histology	Phlebotomy
Information Services	Outside Client Services	

PERSONNEL: All laboratory personnel.

EQUIPMENT: List equipment necessary to implement the document.

RESPONSIBILITIES:

A. The Laboratory Medical Director and Site Director: are responsible for the Laboratory's Quality Improvement program and for appointing all members of the Laboratory Performance Improvement Committee, whose responsibility it is to develop, follow, review, and revise the department's quality improvement program. The Medical Director is further responsible through his role on the Medical Executive Committee, the Alverno Pathology Council and other committees, to assure that the Laboratory PI program is aligned with the hospital plan/goals, and that the laboratory provides required annual assessment of PI program effectiveness to hospital and Alverno PI departments.

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B. Laboratory Medical Director and Blood Bank Medical Director are responsible for assuring that FSEH Laboratories has the ability to provide blood typing, cross match blood products, and maintain an acceptable inventory of PRBC's, frozen plasma, Platelets, and cryoprecipitate to meet the needs of injured and ill patients.

B. Laboratory Performance Improvement Committee: is responsible for insuring that the Laboratory's Quality Improvement plan falls within the guidelines of both the hospital and Alverno Lab organization's current Quality Improvement Plan, maintains the customer focus as stated in the Laboratory Mission Statement, and meets all regulatory requirements. Laboratory staff representation is also required on the following hospital committees: Infection Control, Patient Safety, Hematology-Oncology, Cancer, Emergency Department Section, Patient Flow, Trauma, Stroke Alert and Department Head. Lab physicians and staff also participate in Alverno Pathology Council, Alverno Quality Committee, and Alverno Analytic Quality, Audit and Safety, Employee Reward and Recognition, Point of Care standardization committees.

C. Pathology Medicine Section: is responsible to assure clinical appropriateness, precision, and accuracy of all clinical and anatomic pathology testing, and report laboratory issues, initiatives and advances to Medical Executive Committee.

D. PI Coordinator: is responsible, as a permanent member of the Quality Improvement Committee, to develop and maintain the Performance Improvement manual and to monitor progress.

INTEGRATION OF LABORATORY SERVICES INTO HOSPITAL QUALITY PROGRAM:

The laboratory medical director, coordinates FSEH Laboratory's Quality Management Plan with both the hospital's Quality Plan and Alverno Laboratory's quality plan both in monitoring key quality indicators and in setting and advancing quality goals through physician and staff active participation with:

Hospital Medical Executive Committee

Hospital Infection Control Committee

Hospital Hematology-Oncology Committee (includes Transfusion PI)

Hospital Cancer Committee

Hospital Clinical Operations Group

Alverno Pathology Council

FSEH Laboratory Quality Committee

Hospital Trauma Services Committee

Emergency Services Committee

Hospital Stroke Team

Laboratory Site Director coordinates Laboratory's Quality Management Plan with the hospital and with Alverno Clinical Laboratories through participation in:

FSEH Hospital Operations Committee

FSEH Patient Flow Team

FSEH GEMBA Walks

FSEH Inpatient Satisfaction Team

FSEH Outpatient Satisfaction Team

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FSEH OP Flow Team

Alverno Quality Committee

FSEH Mission Integration Team

FSEH Management Council

Results from FSEH Laboratories' Quality Program are reported separately and annually to FSEH Pathology Section, to the Hospital's PI Department and to Alverno Clinical Laboratories, along with an annual assessment of the laboratories' quality program.

APPLICATION FOR "IN THE ACS VERIFICATION PROCESS" LEVEL III TRAUMA
CENTER STATUS

SECTION 17

Post Anesthesia Care Unit

1. Qualified nurses and necessary equipment available 24 hours.
2. List of available equipment in PACU

Franciscan St. Elizabeth Health Lafayette has a post anesthesia care unit staffed with qualified nurses and equipped with necessary equipment 24 hours per day.

**Franciscan St. Elizabeth Health
Lafayette, Indiana**

July 15, 2013

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Post Anesthesia Care Unit (PACU) available equipment for trauma:

- Monitor for basic and invasive vs at each bay
- Bair Hugger – x4
- O2, medical air, suction at each bay
- DVT machine – x9
- IV pumps – x2
- Adult and Pedi crash carts
- Emergency trach tray
- Ambu bag at each bay
- Doppler machine
- Portable monitor for basic and invasive vital signs
- PACs for x-rays etc., available on 4 computers

FranciscanAlliance.org

CRAWFORDSVILLE
1710 Lafayette Road
Crawfordsville, IN 47933
PH: 765 362 2800

LAFAYETTE CENTRAL
1501 Hartford Street
Lafayette, IN 47904
PH: 765 423 6011 TF: 800 371 6011

LAFAYETTE EAST
1701 South Creasy Lane
Lafayette, IN 47905
PH: 765 502 4000 TF: 800 654 9410

**FRANCISCAN ST. ELIZABETH HEALTH
LAFAYETTE, IN
POST ANESTHESIA CARE UNIT (PACU)**

NUMBER:	6651-II-01	DATE:	June 1993
DEPARTMENT:	Post Anesthesia Care Unit	REVISED:	July 10, 2013
REPLACES PROCEDURE #:	6651-II-01 (7/10)	REVIEWED:	

PACU STRUCTURE STANDARD I – OVERALL PURPOSE

PURPOSE: To establish the standards by which nursing care is delivered in PACU.

**GENERAL
INFORMATION:** Applicable for nursing care delivered to the post anesthesia and post surgical patient.

PERSONNEL: All nursing staff within the PACU.

EQUIPMENT: N/A

PROCEDURE:

OVERALL PURPOSE OF DIVISION OF NURSING

PURPOSE

The purpose of the Post Anesthesia Care Unit (PACU) is to provide comprehensive, continuous, coordinated, and individualized nursing care during the immediate post anesthesia period to patients who have received general or regional anesthesia or physicians' request. The PACU takes care of patients of all ages, from infancy, childhood, and adolescence through the adult life span, including the elderly.

SCOPE OF SERVICE

The Post Anesthesia Care Unit is a specialized unit providing nursing care to patients of all ages who have received general, regional, and sometimes local anesthesia during the immediate post anesthesia period, 24 hours a day, 7 days a week. Care includes assessment, monitoring, and evaluation of patient progress with identification and reporting of real or potential problems until the patient has recovered from anesthesia and is in stable condition for release to an appropriate nursing unit. Care is provided in PACU for all types of surgical patients, including orthopedic, neurological, general surgical,

gynecological, plastics, cardiovascular, ear, nose and throat (ENT), ophthalmic, and genitourinary. Services are provided for neonatal through the adult and geriatric population, including inpatients, outpatients, and critical care.

PHILOSOPHY OF NURSING SERVICE DIVISION:

See Nursing Division Structure Standard I.

NURSING DIVISION AND OVERALL NURSING DIVISION GOALS

GOALS OF THE PACU

- To provide safe, effective quality nursing care using the nursing process to plan and implement care to meet the specific needs of each patient.
- To provide nursing care which is in accordance with hospital and division unit standards, and which meets legal and regulatory agency requirements.
- To provide monitoring, evaluation, and reporting of patient status on a continuous basis. To provide prompt identification of and intervention to prevent complications related to anesthesia, surgical procedure, or pre-operative health status.
- To provide instrumentation necessary to facilitate monitoring and evaluation of patient progress and treatment to enhance recovery, in a private, safe environment for emergence from anesthesia.
- To establish appropriate disposition of the post-operative patient to a nursing unit when stable and promote continuity of care and reduce patient/family anxiety through accurate, comprehensive documentation and communication with appropriate persons and/or departments.
- To maintain ongoing monitoring of unit functions, staff performance, and patient care to ensure performance improvement.
- To deliver nursing care in a cost-effective manner.
- To provide orientation and staff development programs which ensure competency of staff and delivery of patient care according to standards and which responds to changes in scientific principles, legal and professional regulations.

Title: PACU - Structure Standard I – Overall Purpose
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- In addition to the overall unit objectives, the PACU will develop annual goals and objectives which direct short-term projects and deal with issues evolving from performance improvement activities.

DESCRIPTION OF SETTING

- The main PACU is an 11 bay patient care area with monitors, oxygen, suction, electrical outlets, and computers at each bay. One area, making total capacity for 12, is an equipped isolation room with negative air flow capability. There is a clean supply, dirty utility room, staff bathroom, equipment room and physician dictation area. There are 3 entrances to the PACU, one being walk-through traffic and the other 2 being entrance and exit to the surgery suites. There is a fax/scanner, sink, medication refrigerator and pneumatic tube station along with crash carts and defibrillators at the nurses station. There is a central monitor station as well.
- The GYN PACU is a 3 bay area which contains monitors, oxygen, suction, electrical outlets and computers at each bay. There is a clean supply, dirty utility room, pneumatic tube station, fax/scanner, sink and medication refrigerator.

HOURS OF OPERATION

- The PACU is open for admission of post anesthesia patients on a twenty-four hour basis.
- Hours of operation are from 7:00 a.m. until 7:30 p.m., Monday through Friday. The remainder of the hours, including weekends and holidays, are staffed on an on-call basis. If all of the surgical cases for the day have been completed, the unit will close and the on-call staff will begin coverage of the unit.

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APPROVAL



Division Director, Post Anesthesia Care Unit



Vice President, Chief Nursing Officer

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The Education Coordinator directly supervises and coordinates orientation with the use of staff preceptors & staff development in PACU in accordance with the Education Coordinator job description.

The Nursing Supervisor is the highest-ranking hospital official during evening/night shifts, holidays, and weekends.

NURSING ADMINISTRATION

See Nursing Division Structure Standard II.

RESOURCES:

See Nursing Division Structure Standard II.

NURSING DIRECTION

See Nursing Division Structure Standard II.

MEDICAL DIRECTION

See Nursing Division Structure Standard II.

PHYSICIAN RESPONSIBILITY

See Nursing Division Structure Standard II.

CLINICAL ISSUES CHAIN OF COMMAND

See Medical Staff Bylaws

COMMITTEE STRUCTURE AFFECTING THE NURSING SERVICES DIVISION

See Nursing Division Structure Standards II and IV

COMMITTEE STRUCTURE WITHIN PACU

- Unit Staff Meetings and Educational In-Services - The purpose of the unit staff meetings is to provide a forum for communication between PACU staff and Nursing and Hospital Administration.

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- The staff meeting is called and led by the Division Director of PACU or designee. All unit staff participate in staff meetings. Staff meetings are held bi-monthly as possible with a standard of at least 5 times per year.
- All staff are expected to attend a minimum of 75% of unit meetings.
- The division director or designee prepares minutes of each staff meeting. It is the staff member's responsibility to read the minutes and contact the Division Director for any questions regarding the meeting minutes. The minutes are filed on the shared drive.
- Staff meeting time is considered paid time and will clock in as meeting time.
- Educational inservices – Annual inservices are to be completed by all staff members. Departmental educational inservices that are pertinent to the services offered are planned in conjunction with an educational needs assessment.
- All nurses must complete the basic EKG course offered by the hospital and pass the comprehensive test. New staff coming from the outside will not be required to take the course if they are able to pass the test.
- As possible, departmental staff will be included on hospital wide committees.
- Other committees and task forces can be formed at the discretion of the Division Director or Nursing Administration.

NURSING SUPERVISORY COVERAGE

See Nursing Division Structure Standard II.

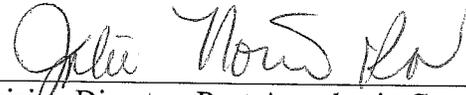
ADMINISTRATIVE COVERAGE

See Nursing Division Structure Standard II.

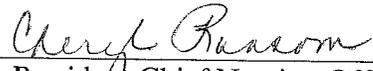
Nursing Supervisor is the highest-ranking hospital official during the evening/night shift, holidays and weekends.

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APPROVAL



Division Director, Post Anesthesia Care Unit



Vice President Chief Nursing Officer

Title: PACU Structure Standard IV- Staffing and Education
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refrigerator and freezer and warmer temperature records, prepare patient bays, make assignments, check glucometer, complete tasks on daily morning work list.

- **Staff closing** the department are responsible to confirm bays are stocked adequately for the next day's activities, confirm that the patient log is complete, turn off electrical appliances and equipment, complete any remaining duties from the task list. Including checking discrepancies in the omnicell.

Call Schedules

- Call is utilized in the PACU when the department is closed. Nurses share call time responsibilities on a rotational basis.
- Weeknight call begins when the department closes until it re-opens the following day.
- Weekend call begins when the department closes on Friday until it re-opens the following Monday.
- Holiday call begins when the department closes the eve of the holiday until the department re-opens.
- A beeper is provided to call staff for when they are away from their telephones. When on-call, staff should conduct themselves in a manner that allows them to resume work duties.
- Call staff will have their hours adjusted to work as the later shift.

Determination of Staffing Patterns

See Nursing Division Structure Standard IV.

- Assignments are determined according to the patient needs, staff mix, and surgery schedule.
- Staff must be flexible to meet the changing needs of the department; adjusting to add-ons, time constraints, emergent surgeries, and sudden patient deterioration.

Department Specific Staffing Plans

See Nursing Division Structure Standard IV.

The Division Director reviews the staffing plan yearly with the budget review and as needed.

Staffing Adjustments

See Nursing Division Structure Standard IV.

- The Division Director or designee during his/her absence will make staffing adjustments. Short-term adjustments are made in situations of changing patient acuity and/or census when staffing is either inadequate or in excess of what is required.

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- **When a need for additional staffing** is identified, staff is added by changing regularly scheduled workdays if possible. If unit activities prevent changing schedules, off duty staff will be called to be scheduled extra days or partial shifts as needed.
- **In the absence of the Division Director**, the PCC or charge nurse will contact the Nursing Service Supervisor if a situation/issue arises in which they need assistance or direction.
- Once the **staff schedule is posted**, staff members are responsible to trade with another staff member if they wish a day off that they were scheduled to work. Trading of shifts, or coverage should not involve overtime (unless approved by the Division Director or designee). When staff trade, they assume the scheduled shift assignment of the person they trade with, not their “normal” shift assignment (8, 9, 10, or 12 hours), unless otherwise approved by the Division Director or designee. Adjustments are to be made on the posted schedule.
- **On weekdays**, if all surgeries have been completed, no other cases or potential cases are added on, and departmental duties have been completed, the staff may close the department. When staff are closing the department early, they are to contact the on-call staff to notify them the department is closing and check if they can begin call early, if the call staff are not in the department. If unable to reach the call staff, or the call RN cannot begin call early, the staff already scheduled to work will take call until the end of their shift and then on call duty begins.
- **Pagers** are provided by the hospital for the convenience of the call staff if desired. If there are any problems with the pager, report this to the Information Systems Help Desk. It is the responsibility of the call person to be sure the pager is working correctly and that it is within ‘range’ for that particular pager and location of the call person. It is the responsibility of the person using the pager to return it at termination of employment.
- **If a first call staff member feels that they may not be able to fulfill call duties**, volunteers are requested. If no one volunteers for that first call, the scheduled 2nd call person moves up into first call, and another person is requested to volunteer for 2nd call. If there are no volunteers, staff names are put into a drawing for 2nd call responsibility. If on call changes are made during a shift of call time, the staff initiating the changes shall notify the call OR staff of the changes and corresponding phone and beeper numbers. Holiday and weekend coverage is assigned.
- **When coming in on call**, the PACU nurse usually will be called by the OR nurse. There might be times when the CST, Nursing supervisor, and/or anesthesiologist may make the call. The PACU nurse must be in the PACU unit and ready to work within **45 minutes**.
- **In the event of inclement weather** it is the responsibility of the call staff to be knowledgeable ahead of time about the weather forecast, or *potential* severe weather. When the call person becomes aware of real or *potential* storm warnings or *potential* treacherous road conditions they must be sure they can be at the hospital within 45 minutes. If the call

person cannot fulfill duties in this case, they are expected to find a person to take their call. Sleep space is available in the PACU and OR for staff that need to stay at the hospital.

- **Staff is responsible for knowing what their maximum PTO** is and need to plan for use of their PTO throughout the year. Staff should not wait until their PTO bank is full and then request PTO; the PTO may not be granted if previous request approved and based on the needs of the department.
- **PTO may be granted during a holiday period**, based on needs of the department. Staff should make their requests in the designated request book. If you were off the prior year you are not guaranteed to be off the current year if others have asked.
- **If multiple requests for PTO** are for the same time period, approval will be based on the projected needs of the unit. Staff requesting available PTO hours will be granted approval for extra time off before staff requesting a “certain” scheduled day off.
- **PTO for summer months**, no more than two weeks will be granted from Memorial Day to Labor Day until all requests have been reviewed, then additional time may be granted
- **When requesting PTO**, staff is responsible for arranging or trading for coverage of their scheduled weekend and holiday on call duties.

Adjustments in routine staffing schedule patterns, call rotation, or time that call begins may occur when critical staffing shortages occur due to:

- ◆ Resignations
 - ◆ Long-term illness or LOA
 - ◆ Terminations
 - ◆ Bereavement
 - ◆ Inclement weather, etc.
 - ◆ Short-term disability
- **Voluntary Time Off (VTO)** - If the need for staff to use (VTO/Low census) arises, the PCC or charge nurse will ask staff to take low census if no one has volunteered. VTO/Low census will be granted first to anyone who has an extra shift. Extra shifts will be written on the time exception log and on the schedule. The low census will be given in order of signed up nurses, except on Friday. There may be times when an early shift end nurse will get low census prior to a later nurse shift end due to staffing issues. This will be left to the discretion of the PCC or charge nurse. If a staff member has a personal issue that requires low census, *they* will need to talk to the nurses signed up ahead of them for low census. Should VTO become mandatory at any time, it will be shared as equally as possible among the staff. Staff members who do float to other Periop units will have the option of floating to other periop areas to work. Staff who have worked the most call hours will be given off first if no one is requesting VTO.

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- **Unscheduled Time off (Illness, etc)** – Staff who believes they will be unable to fulfill their scheduled workday, should try to make arrangements with another co-worker to work their shift or trade. If staff do not have advanced warning, they need to call the unit and talk with the staff opening the department, at 0700. Do not leave a message on the Department Director Voicemail. The staff opening the department will assess the staffing needs, availability, and scheduled surgeries. They will then contact the Department Director or PCC or designee to decide if other staff should be called in to manage patient care. If staff must leave prior to the end of their scheduled shift they must contact the Department Director, PCC or designee. Requests will be granted or denied based on the needs of the unit.

Work Schedules

See Nursing Division – Structure Standard IV for basic information.
See above for Specific Information

PACU schedules are based on the projected daily census and typical surgical scheduling patterns. Staff flexibility is necessary for effective scheduling. A staggered staffing schedule with 12 hour, 10 hour, 9 hour, and 8-hour shifts, has been developed to meet the needs.

Weekend and Holiday Schedules

The PACU is closed on Saturdays, Sundays and Holidays and an on-call system is in place. On the eve of holidays, the on call staff should expect to be scheduled to work their normal shift that day and begin call duty as soon as the surgery schedule permits, so that other staff may enjoy their holiday.

Human Resources Policies

See Nursing Division Structure Standard IV.

Hiring

See Nursing Division Structure Standard IV.

License Validation

See Nursing Division Structure Standard IV.

Orientation

See Nursing Division Structure Standard IV.

Orientation Mechanisms

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See Nursing Division Structure Standard IV.

An orientation program specific to the PACU is provided to all staff. Orientation to the PACU Department is specific to the employee's needs, based on previous experience and knowledge. A competency-based orientation is provided to all RN's. Competencies include:

- ◆ Assessment
- ◆ Documentation
- ◆ Equipment Management
- ◆ Respiratory Care
- ◆ General Anesthesia
- ◆ Regional Anesthesia
- ◆ Complications and Emergencies
- ◆ Care of the complicated patient
- ◆ Work role and unit maintenance

Staff Development

See Nursing Division – Structure Standard IV.

In-services are scheduled as educational needs are identified: new equipment, new supply item, change in supply item, high risk/low volume procedures and yearly competencies. Division Director, Educational Coordinator, qualified staff members, sales representatives, etc. may conduct unit inservices specific to departmental needs and expertise.

Volunteers

See Nursing Division – Structure Standard IV.

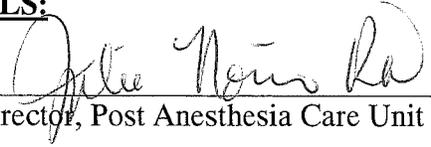
Volunteers are utilized in the surgical waiting room to facilitate communication between medical staff, nursing staff and patient families.

School of Nursing Affiliations

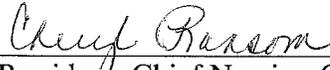
See Nursing Division – Structure Standard IV.

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APPROVALS:



Division Director, Post Anesthesia Care Unit



Vice President, Chief Nursing Officer

APPLICATION FOR "IN THE ACS VERIFICATION PROCESS" LEVEL III TRAUMA
CENTER STATUS

SECTION 18

Relationship with OPO

1. Written evidence of established relationship with recognized OPO.
2. Written policies for triggering notification of OPO

Franciscan St. Elizabeth Health Lafayette has a written agreement and established relationship with a recognized OPO, as well as policies for triggering the notification of the OPO.

Franciscan St. Elizabeth Health
Lafayette, Indiana

POLICY:

- I. In compliance with all regulatory requirements, the attending physician will determine when death is imminent or that brain death has occurred. Nursing staff will notify OPO and inform physician. The notification to the OPO must be timely in order for the OPO to determine medical suitability for donation. The goal is to notify the OPO before a potential organ donor is removed from a ventilator and while the potential donor's organs are still viable. The OPO must be notified when a patient meets any one of the following clinical triggers:
 - A. Any brain injured and vented patient.
 - B. GCS of 5 or less
 - C. Prior to the discussion of a terminal wean
 - D. Prior to the withdrawal of any life support.
- II. OPO will be notified of all other patient deaths as soon as possible after death.
- III. Information that will be needed at the time of the initial OPO call in order for them to determine medical suitability to donate includes the following:
 1. Age, race, sex, weight (IF NEONATE, SEE PART XV)
 2. Diagnosis
 3. Admission date and time
 4. Status of declaration of brain death
 5. Patient's written verification of wish to donate, if known.
 6. Brief history of patient since admission
 7. Significant past medical history
 8. Surgeries since admission
 9. Blood pressure trends
 10. Intake and output
 11. Current medications esp. Vasopressors
 12. Drug abuse history
 13. Sexual history, including exposure to AIDS
 14. Current labs – BUN, Creatinine, CBC, Arterial Blood Gas GAS, ABO, electrolytes
 15. Current temperature
- IV. If it is determined by the OPO that a patient is not suitable for donation, the hospital staff will document this on the appropriate form. No further action needed.
- V. Upon affirmation of a patient's status as a potential organ/tissue/eye donor, the "representative" of the patient will be informed of the option to donate or to decline to donate by an OPO representative.
- VI. Under Indiana's Uniform Anatomical Gift Act (UAGA), if a person is medically suitable for donation and knowledge of the donor's declaration of an anatomical gift is known, Indiana law considers this declaration authorization to proceed with

donation. Evidence of a declaration of gift may include, but not be limited to a government issued driver's license or identification card or, through documentation from an appropriate anatomical gift registry. A driver's license that is suspended, revoked or expired does not change the validity of the declaration of gift. Upon determination by the Organ Procurement Organization that a declaration of gift is valid, no further approval is required from the patient, patient's next of kin, agent, or POA in order to proceed with the donation of organs and/or tissue.

- VII. If there is a conflict or disagreement from the patient's representatives with the above, the Chief Medical Officer (CMO) or his/her designee will meet with the patient's representatives to inform them of the Indiana law and provide support and offering of spiritual care. The CMO will notify appropriate hospital administration of possible conflict. Donation process will proceed in accordance with Indiana law.

If no declaration has been made, or the patient is a minor, then consent must be obtained by the appropriate next-of-kin. See General Policy for Obtaining Patient Informed Consent, Authorization, or Release, 9502-I-01.

- VIII. If it is determined by the OPO that a patient may be medically suitable as a donor, the OPO trained designated requestor and/or the OPO representative will provide the family information regarding organ and tissue donation and initiate the consent process. The consent to donate process will not be initiated until after the patient has been pronounced to have brain death or imminent death and medical suitability has been determined by the OPO, unless initiated first by the family. If it is determined that the case is a Coroner's case, the Coroner must be notified and must approve release of the body, per usual procedure.
- IX. The organ procurement coordinator will obtain consent and discuss the donor process with the family. All areas on the consent will be completed, listing the organs/tissue to be donated. The OPO Coordinator will need to conduct a medical/behavioral history interview with the appropriate next-of-kin.
- X. Once death is declared and consents are signed, proceed with appropriate death care, i.e., obtain name of mortician, family last visit, etc. Document time of death and if representative has been informed of the availability of anatomical gift procedures as appropriate to documentation system.
- XI. Charging: Once consent is obtained and brain death has been declared, and the body is being maintained for organ procurement, notify Registration for a new visit number so all new charges can be billed to the OPO. In the rare circumstance when the family has signed the consent to donate when brain death is imminent prior to brain death, a new visit number should be established at that

time as well (after consent), so all new charges from the point of consent can be billed to the OPO.

XII. Donor Maintenance:

- A. Prior to brain death declaration, lab tests may be suggested by the OPO transplant coordinator to determine donor suitability, but these orders must be in writing and signed by the attending physician. The cost of any studies suggested by the OPO coordinator would not be covered by OPO until brain death is determined and/or consent obtained.
- B. After declaration of brain death and after consent, the transplant coordinator will give appropriate protocol order for donor maintenance.

XIII. Organ Procurement

- A. Post mortem tissue, bone, non-heart beating organs, and enucleations may be procured in the morgue or surgery suite.
- B. Brain-dead, heart beating donation, is done in Surgery.

XIV. Brain-Dead, Heart Beating Donor Process

- A. The OPO coordinator will inform Surgery and the Nursing Supervisor of the approximate time of procurement.
- B. The Procurement Coordinator will notify the Nursing Supervisor the time procurement has begun and when completed.
- C. Prior to taking the body to surgery, copies of the following need to be obtained:
 - 1. Physician Progress Notes documenting date and time of brain death.
 - 2. Patient Progress Records.
 - 3. Labs
 - 4. Consents
 - 5. Any other records requested by the transplant coordinator.
- D. Things to Expect:
 - 1. Organ procurement coordinator will obtain consent if needed and discuss the donor process with the family.
 - 2. The coordinator on site will be removing a lymph node from the groin as soon as possible. This is used by the Lab to determine tissue typing.
 - 3. The coordinator will also request a filled red top blood tube to send with the lymph node to complete serology testing. The tissue typing requires six (6) hours to complete, and serology (VDRL, HTLV-I, HIV, CMB, and hepatitis surface antigen) requires four (4) hours to complete. This is a major contributing factor to the length of time the coordinator and patient will remain on the unit.
 - 4. If testing for serology is initiated prior to coordinator arriving, the OPO will arrange transportation of specimens.
 - 5. Procurement coordinator and the OPO medical director are responsible at this point for donor management.
 - 6. Average donor surgery takes between 3-5 hours.

Title: Referral for Anatomical Gift Eligibility – Organ Procurement
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7. Communication with potential recipient centers includes many phone calls.
8. PLEASE ask questions if an order is written and you do not understand the rationale.

XV. Neonate Donor

- A. Consent to donate will be obtained from the mother according to the OPO's standard procedures. If the mother is unable to consent, the next person in the hierarchy may consent.
- B. Medical and social history will be obtained from the mother.

REFERENCE: Indiana Organ Procurement Organization (IOPO)
Indiana Health Hospital Association (IHHA)

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APPROVALS:

Vice President and Chief Nursing Officer

Vice President, Medical Affairs

Executive Vice President and Chief
Operating Officer

President, Chief Executive Officer

AGREEMENT FOR PROCUREMENT SERVICES

PARTIES

This agreement for recovery services entered into, by, and between Franciscan St. Elizabeth Health (Hospital) and Donor Services of Indiana (DSI), located at 132 W. Lincoln Highway Suite 10 New Haven, Indiana 46774.

Terms

This agreement shall become effective as of December 15, 2011 and shall remain in effect for a period of three years thereafter. Either party may terminate this agreement at any time by providing written notice no less than thirty (30) days prior to the desired termination date.

Services to be provided

DSI agrees to provide recovery services to Hospital for the following, skin, bone, tendons, cardiovascular, eyes, and connective tissue. DSI agrees to provide in-service training to better educate Hospital staff on tissue donation whenever the hospital deems this necessary. This will include all materials being provided by DSI at no charge to Franciscan St. Elizabeth Health.

To add the following: DSI agrees to procure Cord Blood, Umbilical Cords, and Placental Tissues from OB patients at Franciscan St. Elizabeth Health. DSI agrees to provide trained personnel at times mutually agreeable to collect donated cord blood and tissue. DSI agrees to provide informed consent and collect PHI from patient per HIPPA standards. DSI agrees to provide in-service training to better educate Franciscan St. Elizabeth Health staff whenever the hospital deems this necessary and assist the hospital in the development and implementation of the Cord Blood Donation program. DSI will provide equipment and disposable supplies for the program. They will also supply educational materials to the hospital and physician offices included all at no charge to Franciscan St. Elizabeth Health.

DSI personnel must have the following: General orientation and HIPPA training and be screened for TB prior to employment, annually and as needed. Offered the Hepatitis B series of tests adhere to current provider dress code policy, wear proper ID badges at all times while providing services in hospital adhere to current HIPPA policy.

DSI personnel will assist patients who plan or request a private donation. DSI will provide an annual report to the Hospital on the number of patients who donated to the program.

Provisions

DSI will provide all equipment and supplies for the recovery of all tissue at no cost to Hospital. All procurements will be done in locations designated by Hospital.

Liability

DSI will maintain at all times under the terms of this agreement, policies of general and professional liability and workers compensation insurance with limits acceptable to Franciscan St. Elizabeth Health. Proof of such insurance will be made available to Franciscan St. Elizabeth Health upon request.

Process

The referral process will be as follows:

1. Franciscan St. Elizabeth Health will notify Statline of all deaths occurring at the hospital immediately before or after the death.
2. Statline will notify DSI call center
3. DSI call center will contact Franciscan St. Elizabeth Health to establish suitability for donation within ten minutes of the notification by Statline. DSI will also make arrangements with pathology and the coroner's office for donation following the autopsy if applicable.

Indemnification

Each party will indemnify and hold the other party harmless from any and all claims, actions, liability and expenses, including the cost of judgments, settlements, court costs, and attorney fees caused by or resulting from negligent acts or intentional acts or omissions or any failure to perform any obligations undertaken by the Agreement or any covenant in the Agreement, whether such acts, omissions, or failures was the indemnifying party's or that of any person providing services hereunder through or for the indemnifying party.

Access to Books and Records

Upon the written request of the Secretary of Health and Human Services or the Comptroller General or any of their duly authorized representatives, Donor Services of Indiana will make available to the Secretary those contacts, books, documents, and records necessary to verify the nature and extent of the cost of providing its services. Such inspections shall be available up to four years after the rendering of such services. If Donor Services of Indiana carries out

any of the duties of the Agreement through a sub-contract with a value of \$10,000 or more over a twelve-month period with a related individual or organization, Donor Services of Indiana agrees to include requirements in any such sub-contract.

Law

The law of the state of Indiana shall govern the interpretation and enforcement of the Agreement.

Compliance

The parties, Franciscan St. Elizabeth Health and Donor Services of Indiana agree that any products or services provided under this agreement will comply in all material respects with all Federal and State mandated regulations, rules, or orders applicable to the parties, including but not limited to regulations required by their respective accreditations bodies and those promulgated under Title II Subtitle F of the Health Insurance Portability and Accountability Act (Public Law 104-91)-HIPAA. Furthermore, the parties shall promptly amend the Agreement to conform with any new or revised legislation, rules and regulations to which the parties are subject now or in the future including without limitation, the Standards of Privacy of Individually Identifiable Health Information or similar legislation (collectively, "Laws") in order to ensure that the parties are at all times in conformance with all laws. If, within sixty (60) days of either party first providing notice to the other of the need to amend the agreement to comply with laws, the parties acting in good faith, are (i) unable to mutually agree and make amendments or alterations to this agreement to meet the requirements in question, or (ii) alternatively, the parties determine in good faith that amendments or alterations are not feasible, then either party may terminate this agreement immediately by written notice. Donor Services of Indiana d/b/a Life Line Stem Cell and their representatives shall comply with the Ethical and Religious Directives as well as applicable hospital policies.

Notices

1) Any notice required or permitted to be given to a party under the provisions for the agreements shall be given if mailed by certified or registered United States mail, postage prepaid, addressed as follows:

If to Franciscan St. Elizabeth Health

Franciscan St. Elizabeth Health
1501 Hartford Street
Lafayette, IN 47904
Attn: Contract Administration

If to Donor Services of Indiana

Terri Tibbot MS CTBS
CEO
Donor Services of Indiana
132 W. Lincoln Highway
Suite 10
New Haven, Indiana 46774

Entire Agreement

This Agreement constitutes the entire Agreement of the parties with respect to the subject matter hereof.

Franciscan St. Elizabeth Health

By Terrance E. Wilson

Print Name: Terrance E. Wilson

Title: Regional CEO

Address: 1501 Hartford Street, Lafayette, IN 47904

Date: 1-31-12

Donor Services of Indiana

By Temi A Tibbatt

Print Name Temi A Tibbatt

Title CEO

Address 132 W. Lincoln Highway New Haven, IN 46774

Date 12/14/11

HOSPITAL PROCUREMENT AGREEMENT
(ORGAN)

This Hospital Procurement Agreement (Organ) ("Agreement") is made this 15th day of July, 2009, between St. Elizabeth Regional Health, d/b/a Lafayette Home Hospital, St. Elizabeth Central, and St. Elizabeth East ("Hospital") and Indiana Organ Procurement Organization, Inc. ("IOPO").

RECITALS

A. IOPO is an Indiana nonprofit corporation and is a freestanding Organ procurement organization (within the meaning of 42 C.F.R. § 413.200 and § 486.302) which is the federally qualified Organ procurement organization designated for the donation service area within the State of Indiana in accordance with Section 371 of the Public Health Service Act (42 U.S.C. § 273) ("Donation Service Area");

B. IOPO is a member of the Organ Procurement and Transplantation Network ("OPTN") established under Section 372 of the Public Health Service Act (42 U.S.C. § 274), the nonprofit corporation composed of transplant centers, organ procurement organizations, and histocompatibility laboratories, with the purpose of increasing the availability and access to donor organs;

C. OPTN is administered by the United Network for Organ Sharing ("UNOS"), a nonprofit corporation, which, as the OPTN contractor, manages the national Organ transplant waiting list, manages clinical data in a secure environment, works to improve the quality processes of OPTN, and facilitates the Organ allocation, matching and placement process for human Organ transplants;

D. The purposes of IOPO are to perform and coordinate the identification of donors, the retrieval, procurement, preservation and transportation of Organs for transplantation to work with the OPTN and UNOS in the allocation and placement of Organs available for transplant, and to educate medical personnel and the general public regarding donation and transplantation issues;

E. Hospital participates in the Medicare and Medicaid program and desires to be in compliance with Section 1138 of the Social Security Act (42 U.S.C. § 1329b-8) and the rules of the Centers For Medicare and Medicaid Services ("CMS") for hospital conditions of participation in Medicare and Medicaid programs (42 CFR Part 482.45);

F. Hospital is located within the Donation Service Area of IOPO;

G. Hospital agrees to cooperate with IOPO in identifying Potential Donors in order to maximize the number of usable Organs donated, providing Timely Referral to IOPO of Imminent Deaths and deaths which occur in Hospital; allowing families of Potential Donors to

be informed of the potential for Organ, Tissue, or Eye donation; and maintaining Potential Donors under the direction and guidance of IOPO while necessary determinations of medical suitability, testing and placement of Organs can take place. Hospital agrees to cooperate with IOPO in supporting a patient's right to donate Organs, Tissue and Eyes when an appropriate declaration of gift has been made by the patient, even if that declaration of gift is contrary to the wishes of the next of kin, and, allowing IOPO to appropriately approach all families of medically suitable Potential Donors in order to obtain the consent to donate Organs, Tissue and Eyes, when appropriate, for suitable Potential Donors under eighteen years of age or where no declaration of gift can be found. Hospital hereby requests that IOPO recover all Organs from Donors who die within Hospital that are determined to meet the requirements of medical suitability; and

H. In situations where organs, tissue and eyes are determined not to be medically suitable for purposes of human transplantation, Hospital and IOPO agree that with appropriate consents, procurement may proceed for medical or dental education, research, the advancement of medical or dental science, or therapy.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants contained herein and for other good and valuable consideration, the parties hereby agree as follows:

1. Definitions. For purposes of this Agreement, the following words shall have the meanings indicated herein:

a) "Brain Death" shall mean the condition of death occurring when increased intracranial pressure is sufficient to impede the flow of blood into the brain causing cellular death of the brain tissue and/or herniation; characterized by the absence of electrical activity in the brain, blood flow to the brain, and brain function as determined by the clinical assessment of responses therefor, resulting in complete, irreversible cessation of all functions of the entire brain, including the brain stem.

b) "Clinical Indicators" shall mean the following criteria for a patient with severe, acute brain injury and (i) who requires mechanical ventilation; (ii) is in an intensive care unit, critical care unit or emergency department; (iii) has clinical findings consistent with a Glasgow Coma Score that is less than a threshold of 5, absent central nervous system depressants or an induced coma, or for whom the attending physicians are evaluating a diagnosis of brain death, or for whom a physician has ordered that life-sustaining therapies be withdrawn, pursuant to the family's or guardian's decision.

c) "Conversion Rate" shall mean the number of Potential Donors meeting the medical suitability requirements of IOPO, who actually donate Organs compared to all eligible Organ Donors who die in Hospital, including those for whom consent to donate is not obtained, expressed as a percentage.

d) "Designated Requestor" shall mean an individual designated by the Hospital or IOPO and trained to handle or participate in the donation consent process, who has completed a course offered or approved by IOPO or, in conjunction with a local Tissue and Eye bank, regarding the methodology for approaching the family or person responsible for a Potential Donor and requesting Organ, Tissue or Eye donation.

e) "Donation after Cardiac Death" ("DCD") shall mean an Organ donation process with a patient who has suffered a non-survivable brain injury or cardiac event such that patient death would be imminent subsequent to the removal of mechanical support for circulatory and respiratory functions. A Donor after Cardiac Death means an individual who donates Organs after his or her heart has irreversibly stopped beating and may be termed a non-heart beating systolic Donor.

f) "Donor" or "Potential Donor" shall mean any person who dies in circumstances (causes and conditions of death, and age at death) that are generally acceptable for donation of at least one vascularized Organ, Tissue or Eye; the Potential Donor can be identified in a timely manner; and where proof of the patient's declaration to donate an anatomical gift can be obtained; or, absent such a declaration to donate, permission for donation can be obtained from the family or other legal guardian.

g) "Eye" or "Eyes" shall mean the whole eye or portions of the human eye, including the cornea, corneal tissue, sclera, and vitreous.

h) "Family Services Coordinator" shall mean an employee of IOPO trained in obtaining consent for Organ, Tissue and Eye donations.

i) "Imminent Death" shall mean the time when an individual's death is reasonably expected utilizing the criteria enumerated for Clinical Indicators.

j) "Organ" shall mean a human kidney, heart, lung, pancreas, liver, or intestine (or multivisceral Organs when transplanted at the same time as an intestine).

k) "Procurement Transplant Coordinator" or "PTC" shall mean an employee of IOPO trained in coordinating the process of Organ donation and procurement.

l) "Timely Referral" shall mean a telephone call by Hospital notifying IOPO of an Imminent Death, in sufficient time to give IOPO an adequate opportunity to begin assessment of a Potential Donor prior to the withdrawal of, or discussion with family or guardian regarding, any life-sustaining therapies (i.e., medical or pharmacological support) and as soon as it is anticipated a patient will meet the criteria for Imminent Death agreed by the OPO and Hospital or as soon as possible after a patient meets the criteria for Imminent Death agreed to by the OPO and Hospital.

m) "Tissue" shall mean other transplantable and non-transplantable tissues of the human body, excluding Organs, and including but not limited to whole heart for heart valves, vascular tissue, connective tissues, skin and bones.

2. Notice of Donor Availability and Consent. Hospital shall, consistent with applicable laws and regulations, cooperate with IOPO in the recovery of Organs donated from patients who die in the Hospital. Hospital shall cooperate with IOPO to prepare and implement appropriate policies that support the mechanism of the donation of Organs.

a) Hospital shall provide Timely Referral to IOPO as soon as possible of every individual whose death is imminent or who has died (including calling prior to or at the time Brain Death is declared), or based on Clinical Triggers, in the Hospital. In addition, Hospital shall provide Timely Referral to IOPO or the named donee, if any, when Hospital becomes aware that a person in transit to Hospital is identified as a Potential Donor. IOPO shall preliminarily determine, based upon medical and patient information provided by Hospital, the medical suitability of each Potential Donor for Organ, Tissue and Eye donation according to requirements utilized by IOPO, and the appropriate tissue and eye banks serving Hospital.

b) The determination of death for a Potential Donor shall be made by the Donor's attending physician or by the physician responsible for certifying death at the Hospital. Such physician shall not participate in any procedure relating to removal or transplantation of any Organs, Tissues, or Eyes. IOPO shall not participate in the determination of death of any potential Organ, Tissue or Eye Donor. Notification of a determination of death shall be written into the patient's chart upon pronouncement. IOPO shall verify the determination of death according to applicable State and federal laws prior to proceeding with any anatomical recovery.

c) Hospital shall allow IOPO to determine the medical suitability of any Potential Donor and to use such portable laboratory equipment as may be necessary to facilitate such determination.

d) Hospital shall ensure, in collaboration with IOPO and consistent with federal and state laws, rules and regulations, that a patient's right to donate Organs, Tissues, and Eyes is fulfilled when appropriate declaration of gift is noted, or that the family of each Potential Donor, or person legally responsible for a Potential Donor, is informed of the potential to donate Organs, Tissues, and Eyes, or to decline to donate when the appropriate declaration of gift cannot be found. When a family member or person legally responsible for a Potential Donor is informed about the procedures for making a gift of Organs, Tissue or Eyes, the fact that the family member or representative was so informed shall be noted in the Potential Donor's medical chart. Hospital and IOPO shall encourage discretion and sensitivity with respect to the circumstances, views and beliefs of the families of Potential Donors.

e) IOPO and Hospital shall act in good faith to support a patient's right to donate, and fulfill a patient's wishes to donate anatomical gifts in accordance with the

Indiana Uniform Anatomical Gift Act, Indiana Code 29-2-16-2 et seq. (the "Act"). The Act prevents a patient's family from altering a gift declared in writing by an individual under the provisions of the Act. Under the provision of the Act, IOPO shall attempt to obtain any documentation of patient's declared decision to donate, including applicable designations on an individual's driver's license, which may be determined from the Bureau of Motor Vehicles registry or the Donate Life Indiana registry and honor such request in accordance with applicable requirements of law.

f) IOPO shall determine whether a Potential Donor has made a written anatomical gift, and, if so, whether the Potential Donor has subsequently revoked the anatomical gift in writing, in consultation with the family or guardian of the Potential Donor and with any other sources that are reasonably available, and any information received by IOPO shall be provided by IOPO to Hospital, the attending physician, and the physician who certified the Potential Donor's death if there is not an attending physician, and must be documented in the Donor's medical chart.

g) Designated Requestor shall work cooperatively with a Family Services Coordinator in requesting consent for any potential anatomical donation from a Potential Donor's family, when no declared intent by the Potential Donor can be found. If Hospital has actual notice of contrary intent in writing by a Potential Donor, or that the potential donation is opposed by a member of the Potential Donor's family or guardian, which member is of the same or prior class under Indiana law as the family member or guardian granting the consent, Hospital shall notify IOPO of such contrary intent. This shall not prevent IOPO from presenting options for donation to a Potential Donor's family members or guardian.

h) In the event that Organs, Tissue or Eyes are determined not to be medically suitable for purposes of human transplantation, Hospital and IOPO agree that with appropriate consent, procurement and all examinations necessary to assure suitability may proceed for donation for medical or dental research or education, the advancement of medical or dental science, or therapy.

3. Organ Procurement. The procedures undertaken to procure donated Organs shall be supervised by PTC, or other professional procurement personnel, provided by and or contracted by IOPO, with specialized training in transplantation, Donor evaluation and management and Organ preservation, to coordinate Organ procurement activities at Hospital, or, to serve as consultants to the Hospital physicians on the staff of Hospital, or when other qualified Organ procurement personnel perform such activities. Hospital agrees to grant access, on an emergency basis in accordance with its Medical Staff rules and regulations, to physicians and other Organ procurement personnel participating in the procurement procedures, case management, and all ancillary activities. Hospital and IOPO agree to cooperate in complying with reasonable requirements of other health care providers and payors in connection with Organ procurement pursuant to the terms of this Agreement.

4. IOPO Obligations. IOPO, consistent with its purposes of performing and coordinating the retrieval, preservation and transportation of Organs will follow the system of locating

prospective recipients pursuant to the rules of the OPTN for available Organs, and educating medical personnel regarding donation issues, shall:

- a) provide twenty-four (24) hour availability of a qualified IOPO staff member or PTC to evaluate and determine the medical suitability for Organs from Potential Donors; assist in the clinical management of the Donor, coordinate the procurement teams for Organ recovery, provide technical assistance during recovery and initiate Organ preservation and recovery;
- b) provide a Family Services Coordinator or other qualified IOPO staff member to appropriately inform the family of a Potential Donor of the right to donate or to decline to donate, to seek to obtain consent for donation from the family or person legally responsible in accordance with applicable law, and with discretion and sensitivity to the family or legal guardian.
- c) provide in-service training for Hospital personnel involved in Organ donations;
- d) educate Hospital personnel regarding donation and transplantation issues;
- e) if requested, approve or provide on at least an annual basis a course in the methodology for approaching Potential Donor families and requesting Organ donation for the purposes of training Hospital personnel to become Designated Requestors, which training shall also be designed in conjunction with the tissue and eye bank community, if Hospital chooses to use Hospital personnel to perform such tasks;
- f) provide a physician or other qualified and trained personnel to assist in the medical management of the Potential Donor during the time of actual procurement of Organs and provide assistance to physicians who are members of the Medical Staff of Hospital to provide such services, and IOPO's Medical Director shall provide oversight and assistance in the clinical management of a Potential Donor when the Hospital physician on call is unavailable;
- g) ensure that IOPO personnel and IOPO contractors providing services under this Agreement are trained in the proper methods necessary for Donor screening, determining medical suitability, requesting consent for donation, procurement, transportation and preservation of Organs, efficient placement of Organs, and oversight of Organ recovery;
- h) determine whether there are conditions that may influence or affect the medical suitability and acceptance of a Potential Donor;
- i) to the extent reasonably practical, obtain the medical and social history of a Potential Donor;
- j) review the medical chart of a Potential Donor and perform a physical examination of a Potential Donor;

- k) using the protocols and procedures developed and adopted by Hospital, in consultation with Hospital's designated Tissue recovery agency and Eye recovery agency, determine whether a Potential Donor whose death is imminent or who has died, is medically suitable for Tissue or Eye donation;
- l) obtain the vital signs of a Potential Donor and perform all pertinent tests, including blood typing using two separate samples from each Potential Donor;
- m) document each Potential Donor's medical chart with all test results, including blood type, before beginning Organ recovery;
- n) if IOPO recovers Organs from a DCD Donor, IOPO shall maintain and follow protocols for evaluating DCD Donors; for withdrawal of support, including the relationship between the time of consent to donation and the withdrawal of support; the use of medications and interventions not related to the withdrawal of support; the involvement of family members prior to Organ recovery; and criteria for the declaration of death and time period that must elapse prior to Organ recovery;
- o) provide qualified and trained personnel, materials, certain pharmaceuticals and equipment for recovery and preservation of Organs after their procurement;
- p) utilize Organs procured at Hospital in accordance with the rules and requirements of OPTN and UNOS, and requirements of law, to recipients deemed suitable in accordance with sound medical practice;
- q) if requested by Hospital, provide Hospital with information as to the eventual disposition of all Organs procured at the Hospital;
- r) reimburse Hospital at a rate consistent with national organ procurement standards that are reasonable and customary for the Indiana region as determined by American Medical Bill Review ("AMBR"), for all costs associated with procurement of Organs from Donors preliminarily approved as medically suitable from and after the time of death of the Donor is determined and proper consent is obtained, in accordance with existing applicable CMS regulations;
- s) pay private physicians not otherwise compensated through Hospital for reasonable and customary procurement fees for services related to procurement activities, unless IOPO and a physician have entered into a separately negotiated agreement for charges related to procurement activities;
- t) make arrangements for histocompatibility tissue testing and testing for potentially transmittable diseases according to the current standards of practice to determine the medical acceptability of the donated Organs for the purposes intended, which shall be performed by a laboratory that is certified in the appropriate specialty or subspecialty of service and meeting the requirements specified by UNOS, in accordance with the

guidelines specified by the Center for Disease Control and other applicable laws and regulations;

u) send complete documentation of Donor information including Donor's blood type and other vital data necessary to determine compatibility for purposes of transportation, the complete record of Donor's management, documentation of consent, documentation of the pronouncement of death, and documentation regarding determining Organ quality to the Transplant Center that will utilize each Organ; and two individuals, one of whom must be an IOPO employee, must verify that the documentation that accompanies an Organ is correct;

v) conduct reviews, on at least a monthly basis, of death records in every Medicare and Medicaid participating hospital in its Donation Services Area that has a Level I or Level II trauma center or 150 or more beds, a ventilator and an intensive care unit (unless the hospital has a waiver to work with an Organ procurement organization other than IOPO), with the exception of psychiatric and rehabilitation hospitals; to make an assessment of the medical charts of deceased patients to evaluate the potential for Organ donation; and in the event that missed opportunities for donation are identified, IOPO, working with Hospital, shall implement actions reasonably necessary to improve performance in identifying such opportunities;

w) establish written policies to address the process for identifying, reporting, thoroughly analyzing and preventing adverse events that may occur during the Organ donation process, and use the analysis to affect changes in IOPO's policies and procedures to prevent the repetition of adverse events during Organ donation;

x) maintain a toll-free telephone number (800-356-7757) to facilitate the central referral of Organ, Tissue and Eye donations within the IOPO Donation Service Area; and

y) either directly or through a contract with an answering service, shall cause Organ donation referrals to be referred to IOPO and its on-call staff, shall cause referrals for Tissue and Eye donation to be referred to the appropriate agency having an agreement with Hospital for handling such donations; and shall cooperate with the tissue banks with which Hospital has an agreement to ensure that referrals are screened for Tissue and Eye donation potential and to cooperate in obtaining consent for Tissue and Eye donations.

5. Additional Hospital Obligations. In addition to those obligations set forth in Section 2 of this Agreement, Hospital shall:

a) comply with the requirements of Section 1138 of the Social Security Act (42 U.S.C. § 1320b-8) and the regulations of the Centers for Medicare and Medicaid Services; all anatomical gift legislation of the State of Indiana; and other legal requirements applicable to Organ donation;

- b) allow IOPO to use ancillary laboratory facilities, other than any available at Hospital, for tests of Organ function, blood typing, and other indicated clinical studies of Potential Donors as directed or requested by IOPO;
- c) maintain certification of Hospital laboratory testing under the Clinical Laboratory Improvement Amendments of 1988 ("CLIA") and regulations of the Centers for Medicare and Medicaid Services, 42 C.F.R. Part 493.
- d) in a timely manner provide intensive care or other clinical support for optimum maintenance of Potential Donors prior to Organ procurement, to follow procedures and protocols as specified by IOPO for Organ procurement; and work cooperatively with IOPO in the optimum maintenance of Potential Donors while necessary testing and placement of potential donated Organs takes place;
- e) shall adopt a protocol for DCD Donors, and notify IOPO of Hospital's DCD protocol, and to take all steps required under such protocol for determinations of death as provided in subsection 5. (f) below;
- f) in a timely manner provide physicians to determine the death of Potential Organ Donors in compliance with applicable state law and in accordance with standard medical practice;
- g) work cooperatively with IOPO on providing access to Potential Donor medical records, in providing appropriate access to Hospital's information system;
- h) provide IOPO with wired or wireless secure high-speed internet connection within the Hospital, at no charge to IOPO, for the purpose of facilitating the evaluation, maintenance, recovery, placement, and medical charting of Donors, in order for IOPO to provide Donor information to UNOS, and, if Hospital cannot provide a high speed Internet connection, Hospital agrees to work with IOPO to make the best alternative Internet connection available, which could include wireless Internet access cards or a dial-up connection;
- i) provide an operating room with staff if needed (including surgical, anesthesia, and nursing) and materials deemed appropriate by IOPO for performing cadaveric Organ recovery, and assistance in performing all reasonably necessary tests and examinations, and if Hospital does not have appropriate operating room facilities, to follow procedures and protocols as specified by IOPO until such time as a potential Donor can be transported to another medical facility with appropriate facilities;
- j) provide an itemized bill of all services for each Organ Donor for which Hospital seeks reimbursement, and ensure that the family of an Organ Donor, or person financially responsible for payment of the expenses for medical and surgical care for the Donor, is not charged or billed for expenses related to Organ donation; and to furnish to IOPO, upon request, an itemized statement of expenses billed to the Donor family or other

responsible party, relating to the Donor's medical and surgical care and treatment to confirm that no such charges or bills were remitted;

- k) work cooperatively with IOPO in the education of Hospital staff and the community regarding donation issues;
- l) enter a notation in a patient's chart when Timely Referral is provided to IOPO;
- m) cooperate with IOPO and provide the assistance of at least one qualified Hospital employee to assist in verifying that documentation, including Donor blood type and other vital data necessary to determine compatibility for purposes of transplantation, specified in subsection 4. (u) of this Agreement that accompanies an Organ to a Transplant Center is correct;
- n) cooperate with IOPO in performing death record reviews as specified in subsection 4. (v) of this Agreement; and, if required, to cooperate with IOPO in implementing actions deemed reasonably necessary to improve the opportunities for identifying Potential Donors;
- o) cooperate with IOPO in identifying, reporting, analyzing and preventing adverse events that may occur during Organ donation at Hospital, as specified in subsection 4(u) of this Agreement, and cooperate with IOPO in taking all steps deemed reasonably necessary to prevent the repetition of adverse events during Organ donation at Hospital; and
- p) prepare and implement written policies supporting a program for monitoring the effectiveness of its Organ donation and procurement program by collecting and analyzing records regarding Potential Donors and referrals to IOPO, and Hospital's Conversion Rate data, and, where possible, taking steps to improve the Conversion Rate

6. Retention and Access to Records. In accordance with the Omnibus Reconciliation Act of 1980, 42 U.S.C. § 1395x(v)(I) and regulations thereunder, IOPO and Hospital agree that each shall retain and for four years after services are furnished by either hereunder, shall allow the Comptroller General of the United States and the United States Department of Health and Human Services, and their duly authorized representatives, access to this Agreement and to such of the books, documents and records of each as are necessary to verify the costs of services performed hereunder, provided that the said access is required by the cited law and regulations and further provided that the request for access complies with the procedural requirements of those regulations.

7. Independent Contractors. In the performance of all obligations hereunder, the relationship of Hospital and IOPO shall be that of independent contractors, and neither shall be deemed to be the partner or agent of the other, and no party shall withhold or in any way be responsible for the payment of any federal, state, or local income or occupational taxes, F.I.C.A. taxes, unemployment compensation or workers compensation contributions, or any other payments for or on behalf of any other party or any person on the payroll of any other party.

8. Professional Liability. IOPO and Hospital shall each, at all times, qualify and comply with the procedures to be and remain qualified health care providers pursuant to the Indiana Medical Malpractice Act, as amended, Indiana Code § 34-18-1-1 et seq. and shall maintain professional malpractice liability insurance coverage or other qualifying financial responsibility in accordance with the applicable liability limits or securities as specified therein, and pay the annual surcharges levied by the Indiana Department of Insurance.

9. Indemnification. Hospital and IOPO shall protect, defend, indemnify and hold harmless the other party from and against all claims, losses, demands, damages and causes of action, including reasonable attorney fees arising or in any way resulting from the indemnifying party's willful or negligent acts or omissions or the acts of the indemnifying party's agents or employees, in providing services pursuant to this Agreement. Said indemnification shall be limited to the maximum exposure permitted under Indiana Code § 34-18-1-1 et seq., unless insurance coverage in a greater amount is possessed by the indemnifying party.

10. Governing Law. This Agreement shall be controlled by and construed under, the laws and regulations of the State of Indiana and applicable federal laws and regulations.

11. Compliance with Social Security Act. The parties agree that all provisions of this Agreement shall be interpreted in such a manner as to comply with the requirements of Section 1138 of the Social Security Act, as added by Section 9318 of the Omnibus Budget Reconciliation Act of 1986 (42 U.S.C. § 1320b-8), and rules or regulations adopted pursuant to that law relating to Organ procurement.

12. Confidentiality of Patient Records. The parties agree to maintain the confidentiality of patient records pursuant to state and federal laws and regulations. However, to the extent permissible, the parties agree to cooperate in the exchange of information and records as may be necessary to carry out the terms of this Agreement, including obtaining information for inclusion in any IOPO originated donation chart as required by federal law. IOPO may disclose Donor medical and patient information to physicians providing treatment for Organ recipients, to Transplant Centers receiving Organs, Tissue and Eyes, to the local coroner, and as may otherwise be required by applicable laws or regulations. IOPO may disclose medical and billing information to institutions providing reimbursement of expenses related to Organ donation and procurement.

13. Termination. This Agreement shall remain in effect until terminated by either party. Termination may be made by either party upon 90 days prior written notice to the other.

14. Waiver. The failure of any one party hereto to enforce any breach or to enforce any lack of performance of any covenants or obligations contained herein shall not constitute the waiver of that breach or of any similar subsequent breach of this Agreement.

15. Amendment. This Agreement represents the entire agreement between the parties hereto, and supersedes any prior stipulation, agreement, or understanding of the parties, whether oral or written. Any modification of this Agreement shall be invalid unless stated in writing and signed by both parties hereto.

16. Notice. All communications, notices and demands of any kind which either party may be required or desires to give or serve upon the other party shall be made in writing and sent by registered or certified mail, postage prepaid, return receipt requested, to the following addresses:

Hospital:

Terrance E. Wilson, CEO
St. Elizabeth Regional Health
2400 South Street
Lafayette, IN 47904

IOPO:

Lynn Driver, President/CEO
Indiana Organ Procurement Organization, Inc.
3760 Guion Rd
Indianapolis, IN 46222

Either party hereto may change its address specified for notices herein by designating a new address in accordance with this paragraph.

17. Separable Provisions. If any provisions hereof shall be, or shall be adjudged to be, unlawful or contrary to public policy, then that provision shall be deemed to be null and separable from the remaining provisions hereof, and shall in no way affect the validity of this Agreement.

18. Discrimination. The parties hereby warrant that each party is and shall continue to be in compliance with the Civil Rights Act of 1964 and the Rehabilitation Act of 1973. No person shall, on account of race, color, religious creed, national origin, ancestry, sex, handicap or age be unlawfully excluded from participation in any program sponsored by either of the parties of this Agreement.

19. Debarment. IOPO and Hospital each represents and warrants to the other, that neither it nor any of its affiliates, officers, directors, subcontractors, or employees, is barred from participating in federal or state health care programs, or has been convicted of a criminal offense with respect to health care reimbursement. IOPO and Hospital shall

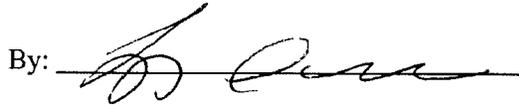
notify the other immediately if the foregoing representation becomes untrue, or if it is notified by the Office of the Inspector General of the Department of Health and Human Services or other enforcement agencies that an investigation of IOPO or Hospital has begun which could lead to a sanction, debarment, or conviction.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the day and year first written above.

ST. ELIZABETH REGIONAL HEALTH

INDIANA ORGAN PROCUREMENT ORGANIZATION, INC.

By: 

By: 

Printed: Terrance E. Wilson

Printed: Lynn Driver

Its: CEO

Its: President/CEO

Date: 11-6-09

Date: 11-3-11

"HOSPITAL"

"IOPO"

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HOSPITAL PROCUREMENT AGREEMENT
(ORGAN)

This Hospital Procurement Agreement (Organ) (“Agreement”) is made this 15th day of February, 2007, between Greater Lafayette Health Services, Inc. (“Hospital”), owner and operator of Lafayette Home Hospital and St. Elizabeth Medical Center, and Indiana Organ Procurement Organization, Inc. (“IOPO”).

RECITALS

A. IOPO is an Indiana nonprofit corporation and is a freestanding Organ procurement organization (within the meaning of 42 C.F.R. § 413.200 and § 486.302) which is the federally qualified Organ procurement organization designated for the donation service area within the State of Indiana in accordance with Section 371 of the Public Health Service Act (42 U.S.C. § 273) (“Donation Service Area”);

B. IOPO is a member of the Organ Procurement and Transplantation Network (“OPTN”) established under Section 372 of the Public Health Service Act (42 U.S.C. § 274), the nonprofit corporation composed of transplant centers, organ procurement organizations, and histocompatibility laboratories, with the purpose of increasing the availability and access to donor organs;

C. OPTN is administered by the United Network for Organ Sharing (“UNOS”), a nonprofit corporation, which, as the OPTN contractor, manages the national Organ transplant waiting list, manages clinical data in a secure environment, works to improve the quality processes of OPTN, and facilitates the Organ allocation, matching and placement process for human Organ transplants;

D. The purposes of IOPO are to perform and coordinate the identification of donors, the retrieval, procurement, preservation and transportation of Organs for transplantation to work with the OPTN and UNOS in the allocation and placement of Organs available for transplant, and to educate medical personnel and the general public regarding donation and transplantation issues;

E. Hospital participates in the Medicare and Medicaid program and desires to be in compliance with Section 1138 of the Social Security Act (42 U.S.C. § 1329b-8) and the rules of the Centers For Medicare and Medicaid Services (“CMS”) for hospital conditions of participation in Medicare and Medicaid programs (42 CFR Part 482.45);

F. Hospital is located within the Donation Service Area of IOPO;

G. Hospital agrees to cooperate with IOPO in identifying Potential Donors in order to maximize the number of usable Organs donated, providing Timely Referral to IOPO of Imminent Deaths and deaths which occur in Hospital; allowing families of Potential Donors to

be informed of the potential for Organ, Tissue, or Eye donation; and maintaining Potential Donors under the direction and guidance of IOPO while necessary determinations of medical suitability, testing and placement of Organs can take place. Hospital agrees to cooperate with IOPO in supporting a patient's right to donate Organs, Tissue and Eyes when an appropriate declaration of gift has been made by the patient, even if that declaration of gift is contrary to the wishes of the next of kin, and, allowing IOPO to appropriately approach all families of medically suitable Potential Donors in order to obtain the consent to donate Organs, Tissue and Eyes, when appropriate, for suitable Potential Donors under eighteen years of age or where no declaration of gift can be found. Hospital hereby requests that IOPO recover all Organs from Donors who die within Hospital that are determined to meet the requirements of medical suitability; and

H. In situations where organs, tissue and eyes are determined not to be medically suitable for purposes of human transplantation, Hospital and IOPO agree that with appropriate consents, procurement may proceed for medical or dental education, research, the advancement of medical or dental science, or therapy.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants contained herein and for other good and valuable consideration, the parties hereby agree as follows:

1. Definitions. For purposes of this Agreement, the following words shall have the meanings indicated herein:

a) "Brain Death" shall mean the condition of death occurring when increased intracranial pressure is sufficient to impede the flow of blood into the brain causing cellular death of the brain tissue and/or herniation; characterized by the absence of electrical activity in the brain, blood flow to the brain, and brain function as determined by the clinical assessment of responses therefor, resulting in complete, irreversible cessation of all functions of the entire brain, including the brain stem.

b) "Clinical Indicators" shall mean the following criteria for a patient with severe, acute brain injury and (i) who requires mechanical ventilation; (ii) is in an intensive care unit, critical care unit or emergency department; (iii) has clinical findings consistent with a Glasgow Coma Score that is less than a threshold of 5, absent central nervous system depressants or an induced coma, or for whom the attending physicians are evaluating a diagnosis of brain death, or for whom a physician has ordered that life-sustaining therapies be withdrawn, pursuant to the family's or guardian's decision.

c) "Conversion Rate" shall mean the number of Potential Donors meeting the medical suitability requirements of IOPO, who actually donate Organs compared to all eligible Organ Donors who die in Hospital, including those for whom consent to donate is not obtained, expressed as a percentage.

d) “Designated Requestor” shall mean an individual designated by the Hospital or IOPO and trained to handle or participate in the donation consent process, who has completed a course offered or approved by IOPO or, in conjunction with a local Tissue and Eye bank, regarding the methodology for approaching the family or person responsible for a Potential Donor and requesting Organ, Tissue or Eye donation.

e) “Donation after Cardiac Death” (“DCD”) shall mean an Organ donation process with a patient who has suffered a non-survivable brain injury or cardiac event such that patient death would be imminent subsequent to the removal of mechanical support for circulatory and respiratory functions. A Donor after Cardiac Death means an individual who donates Organs after his or her heart has irreversibly stopped beating and may be termed a non-heart beating systolic Donor.

f) “Donor” or “Potential Donor” shall mean any person who dies in circumstances (causes and conditions of death, and age at death) that are generally acceptable for donation of at least one vascularized Organ, Tissue or Eye; the Potential Donor can be identified in a timely manner; and where proof of the patient’s declaration to donate an anatomical gift can be obtained; or, absent such a declaration to donate, permission for donation can be obtained from the family or other legal guardian.

g) “Eye” or “Eyes” shall mean the whole eye or portions of the human eye, including the cornea, corneal tissue, sclera, and vitreous.

h) “Family Services Coordinator” shall mean an employee of IOPO trained in obtaining consent for Organ, Tissue and Eye donations.

i) “Imminent Death” shall mean the time when an individual’s death is reasonably expected utilizing the criteria enumerated for Clinical Indicators.

j) “Organ” shall mean a human kidney, heart, lung, pancreas, liver, or intestine (or multivisceral Organs when transplanted at the same time as an intestine).

k) “Procurement Transplant Coordinator” or “PTC” shall mean an employee of IOPO trained in coordinating the process of Organ donation and procurement.

l) “Timely Referral” shall mean a telephone call by Hospital notifying IOPO of an Imminent Death, in sufficient time to give IOPO an adequate opportunity to begin assessment of a Potential Donor prior to the withdrawal of, or discussion with family or guardian regarding, any life-sustaining therapies (i.e., medical or pharmacological support) and as soon as it is anticipated a patient will meet the criteria for Imminent Death agreed by the OPO and Hospital or as soon as possible after a patient meets the criteria for Imminent Death agreed to by the OPO and Hospital.

m) “Tissue” shall mean other transplantable and non-transplantable tissues of the human body, excluding Organs, and including but not limited to whole heart for heart valves, vascular tissue, connective tissues, skin and bones.

2. Notice of Donor Availability and Consent. Hospital shall, consistent with applicable laws and regulations, cooperate with IOPO in the recovery of Organs donated from patients who die in the Hospital. Hospital shall cooperate with IOPO to prepare and implement appropriate policies that support the mechanism of the donation of Organs.

a) Hospital shall provide Timely Referral to IOPO as soon as possible of every individual whose death is imminent or who has died (including calling prior to or at the time Brain Death is declared), in the Hospital. In addition, Hospital shall provide Timely Referral to IOPO or the named donee, if any, when Hospital becomes aware that a person in transit to Hospital is identified as a Potential Donor. IOPO shall preliminarily determine, based upon medical and patient information provided by Hospital, the medical suitability of each Potential Donor for Organ, Tissue and Eye donation according to requirements utilized by IOPO, and the appropriate tissue and eye banks serving Hospital.

b) The determination of death for a Potential Donor shall be made by the Donor's attending physician or by the physician responsible for certifying death at the Hospital. Such physician shall not participate in any procedure relating to removal or transplantation of any Organs, Tissues, or Eyes. IOPO shall not participate in the determination of death of any potential Organ, Tissue or Eye Donor. Notification of a determination of death shall be written into the patient's chart upon pronouncement. IOPO shall verify the determination of death according to applicable State and federal laws prior to proceeding with any anatomical recovery.

c) Hospital shall allow IOPO to determine the medical suitability of any Potential Donor and to use such portable laboratory equipment as may be necessary to facilitate such determination.

d) Hospital shall ensure, in collaboration with IOPO and consistent with federal and state laws, rules and regulations, that a patient's right to donate Organs, Tissues, and Eyes is fulfilled when appropriate declaration of gift is noted, or that the family of each Potential Donor, or person legally responsible for a Potential Donor, is informed of the potential to donate Organs, Tissues, and Eyes, or to decline to donate when the appropriate declaration of gift cannot be found. When a family member or person legally responsible for a Potential Donor is informed about the procedures for making a gift of Organs, Tissue or Eyes, the fact that the family member or representative was so informed shall be noted in the Potential Donor's medical chart. Hospital and IOPO shall encourage discretion and sensitivity with respect to the circumstances, views and beliefs of the families of Potential Donors.

e) IOPO and Hospital shall act in good faith to support a patient's right to donate, and fulfill a patient's wishes to donate anatomical gifts in accordance with the Indiana Uniform Anatomical Gift Act, Indiana Code 29-2-16-2 et seq. (the "Act"). The Act prevents a patient's family from altering a gift declared in writing by an individual under the provisions of the Act. Under the provision of the Act, IOPO shall attempt to obtain any documentation of patient's declared decision to donate, including applicable

designations on an individual's driver's license, which may be determined from the Bureau of Motor Vehicles registry or the Donate Life Indiana registry and honor such request in accordance with applicable requirements of law.

f) IOPO shall determine whether a Potential Donor has made a written anatomical gift, and, if so, whether the Potential Donor has subsequently revoked the anatomical gift in writing, in consultation with the family or guardian of the Potential Donor and with any other sources that are reasonably available, and any information received by IOPO shall be provided by IOPO to Hospital, the attending physician, and the physician who certified the Potential Donor's death if there is not an attending physician, and must be documented in the Donor's medical chart.

g) Designated Requestor shall work cooperatively with a Family Services Coordinator in requesting consent for any potential anatomical donation from a Potential Donor's family, when no declared intent by the Potential Donor can be found. If Hospital has actual notice of contrary intent in writing by a Potential Donor, or that the potential donation is opposed by a member of the Potential Donor's family or guardian, which member is of the same or prior class under Indiana law as the family member or guardian granting the consent, Hospital shall notify IOPO of such contrary intent. This shall not prevent IOPO from presenting options for donation to a Potential Donor's family members or guardian.

h) In the event that Organs, Tissue or Eyes are determined not to be medically suitable for purposes of human transplantation, Hospital and IOPO agree that with appropriate consent, procurement and all examinations necessary to assure suitability may proceed for donation for medical or dental research or education, the advancement of medical or dental science, or therapy.

3. Organ Procurement. The procedures undertaken to procure donated Organs shall be supervised by PTC, or other professional procurement personnel, provided by and or contracted by IOPO, with specialized training in transplantation, Donor evaluation and management and Organ preservation, to coordinate Organ procurement activities at Hospital, or, to serve as consultants to the Hospital physicians on the staff of Hospital, or when other qualified Organ procurement personnel perform such activities. Hospital agrees to grant access, on an emergency basis in accordance with its Medical Staff rules and regulations, to physicians and other Organ procurement personnel participating in the procurement procedures, case management, and all ancillary activities. Hospital and IOPO agree to cooperate in complying with reasonable requirements of other health care providers and payors in connection with Organ procurement pursuant to the terms of this Agreement.

4. IOPO Obligations. IOPO, consistent with its purposes of performing and coordinating the retrieval, preservation and transportation of Organs will follow the system of locating prospective recipients pursuant to the rules of the OPTN for available Organs, and educating medical personnel regarding donation issues, shall:

- a) provide twenty-four (24) hour availability of a qualified IOPO staff member or PTC to evaluate and determine the medical suitability for Organs from Potential Donors; assist in the clinical management of the Donor, coordinate the procurement teams for Organ recovery, provide technical assistance during recovery and initiate Organ preservation and recovery;
- b) provide a Family Services Coordinator or other qualified IOPO staff member to appropriately inform the family of a Potential Donor of the right to donate or to decline to donate, to seek to obtain consent for donation from the family or person legally responsible in accordance with applicable law, and with discretion and sensitivity to the family or legal guardian.
- c) provide in-service training for Hospital personnel involved in Organ donations;
- d) educate Hospital personnel regarding donation and transplantation issues;
- e) if requested, approve or provide on at least an annual basis a course in the methodology for approaching Potential Donor families and requesting Organ donation for the purposes of training Hospital personnel to become Designated Requestors, which training shall also be designed in conjunction with the tissue and eye bank community, if Hospital chooses to use Hospital personnel to perform such tasks;
- f) provide a physician or other qualified and trained personnel to assist in the medical management of the Potential Donor during the time of actual procurement of Organs and provide assistance to physicians who are members of the Medical Staff of Hospital to provide such services, and IOPO's Medical Director shall provide oversight and assistance in the clinical management of a Potential Donor when the Hospital physician on call is unavailable;
- g) ensure that IOPO personnel and IOPO contractors providing services under this Agreement are trained in the proper methods necessary for Donor screening, determining medical suitability, requesting consent for donation, procurement, transportation and preservation of Organs, efficient placement of Organs, and oversight of Organ recovery;
- h) determine whether there are conditions that may influence or affect the medical suitability and acceptance of a Potential Donor;
- i) to the extent reasonably practical, obtain the medical and social history of a Potential Donor;
- j) review the medical chart of a Potential Donor and perform a physical examination of a Potential Donor;
- k) using the protocols and procedures developed and adopted by Hospital, in consultation with Hospital's designated Tissue recovery agency and Eye recovery

agency, determine whether a Potential Donor whose death is imminent or who has died, is medically suitable for Tissue or Eye donation;

- l) obtain the vital signs of a Potential Donor and perform all pertinent tests, including blood typing using two separate samples from each Potential Donor;
- m) document each Potential Donor's medical chart with all test results, including blood type, before beginning Organ recovery;
- n) if IOPO recovers Organs from a DCD Donor, IOPO shall maintain and follow protocols for evaluating DCD Donors; for withdrawal of support, including the relationship between the time of consent to donation and the withdrawal of support; the use of medications and interventions not related to the withdrawal of support; the involvement of family members prior to Organ recovery; and criteria for the declaration of death and time period that must elapse prior to Organ recovery;
- o) provide qualified and trained personnel, materials, certain pharmaceuticals and equipment for recovery and preservation of Organs after their procurement;
- p) utilize Organs procured at Hospital in accordance with the rules and requirements of OPTN and UNOS, and requirements of law, to recipients deemed suitable in accordance with sound medical practice;
- q) if requested by Hospital, provide Hospital with information as to the eventual disposition of all Organs procured at the Hospital;
- r) reimburse Hospital at a rate consistent with national Organ procurement standards that are reasonable and customary for the Indiana region as determined by American Medical Bill Review ("AMBR"), for all costs associated with procurement of Organs from Donors preliminarily approved as medically suitable from and after the time of death of the Donor is determined and proper consent is obtained, in accordance with existing applicable CMS regulations;
- s) pay private physicians not otherwise compensated through Hospital for reasonable and customary procurement fees for services related to procurement activities, unless IOPO and a physician have entered into a separately negotiated agreement for charges related to procurement activities;
- t) make arrangements for histocompatibility tissue testing and testing for potentially transmittable diseases according to the current standards of practice to determine the medical acceptability of the donated Organs for the purposes intended, which shall be performed by a laboratory that is certified in the appropriate specialty or subspecialty of service and meeting the requirements specified by UNOS, in accordance with the guidelines specified by the Center for Disease Control and other applicable laws and regulations;

u) send complete documentation of Donor information including Donor's blood type and other vital data necessary to determine compatibility for purposes of transportation, the complete record of Donor's management, documentation of consent, documentation of the pronouncement of death, and documentation regarding determining Organ quality to the Transplant Center that will utilize each Organ; and two individuals, one of whom must be an IOPO employee, must verify that the documentation that accompanies an Organ is correct;

v) conduct reviews, on at least a monthly basis, of death records in every Medicare and Medicaid participating hospital in its Donation Services Area that has a Level I or Level II trauma center or 150 or more beds, a ventilator and an intensive care unit (unless the hospital has a waiver to work with an Organ procurement organization other than IOPO), with the exception of psychiatric and rehabilitation hospitals; to make an assessment of the medical charts of deceased patients to evaluate the potential for Organ donation; and in the event that missed opportunities for donation are identified, IOPO, working with Hospital, shall implement actions reasonably necessary to improve performance in identifying such opportunities;

w) establish written policies to address the process for identifying, reporting, thoroughly analyzing and preventing adverse events that may occur during the Organ donation process, and use the analysis to affect changes in IOPO's policies and procedures to prevent the repetition of adverse events during Organ donation;

x) maintain a toll-free telephone number (800-356-7757) to facilitate the central referral of Organ, Tissue and Eye donations within the IOPO Donation Service Area; and

y) either directly or through a contract with an answering service, shall cause Organ donation referrals to be referred to IOPO and its on-call staff, shall cause referrals for Tissue and Eye donation to be referred to the appropriate agency having an agreement with Hospital for handling such donations; and shall cooperate with the tissue banks with which Hospital has an agreement to ensure that referrals are screened for Tissue and Eye donation potential and to cooperate in obtaining consent for Tissue and Eye donations.

5. Additional Hospital Obligations. In addition to those obligations set forth in Section 2 of this Agreement, Hospital shall:

a) comply with the requirements of Section 1138 of the Social Security Act (42 U.S.C. § 1320b-8) and the regulations of the Centers for Medicare and Medicaid Services; all anatomical gift legislation of the State of Indiana; and other legal requirements applicable to Organ donation;

b) allow IOPO to use ancillary laboratory facilities, other than any available at Hospital, for tests of Organ function, blood typing, and other indicated clinical studies of Potential Donors as directed or requested by IOPO;

- c) maintain certification of Hospital laboratory testing under the Clinical Laboratory Improvement Amendments of 1988 ("CLIA") and regulations of the Centers for Medicare and Medicaid Services, 42 C.F.R. Part 493.
- d) in a timely manner provide intensive care or other clinical support for optimum maintenance of Potential Donors prior to Organ procurement, to follow procedures and protocols as specified by IOPO for Organ procurement; and work cooperatively with IOPO in the optimum maintenance of Potential Donors while necessary testing and placement of potential donated Organs takes place;
- e) shall adopt a protocol for DCD Donors, and notify IOPO of Hospital's DCD protocol, and to take all steps required under such protocol for determinations of death as provided in subsection 5. (f) below;
- f) in a timely manner provide physicians to determine the death of Potential Organ Donors in compliance with applicable state law and in accordance with standard medical practice;
- g) work cooperatively with IOPO on providing access to Potential Donor medical records, in providing appropriate access to Hospital's information system;
- h) provide IOPO with wired or wireless secure high-speed internet connection within the Hospital, at no charge to IOPO, for the purpose of facilitating the evaluation, maintenance, recovery, placement, and medical charting of Donors, in order for IOPO to provide Donor information to UNOS, and, if Hospital cannot provide a high speed Internet connection, Hospital agrees to work with IOPO to make the best alternative Internet connection available, which could include wireless Internet access cards or a dial-up connection;
- i) provide an operating room with staff if needed (including surgical, anesthesia, and nursing) and materials deemed appropriate by IOPO for performing cadaveric Organ recovery, and assistance in performing all reasonably necessary tests and examinations, and if Hospital does not have appropriate operating room facilities, to follow procedures and protocols as specified by IOPO until such time as a potential Donor can be transported to another medical facility with appropriate facilities;
- j) provide an itemized bill of all services for each Organ Donor for which Hospital seeks reimbursement, and ensure that the family of an Organ Donor, or person financially responsible for payment of the expenses for medical and surgical care for the Donor, is not charged or billed for expenses related to Organ donation; and to furnish to IOPO, upon request, an itemized statement of expenses billed to the Donor family or other responsible party, relating to the Donor's medical and surgical care and treatment to confirm that no such charges or bills were remitted;
- k) work cooperatively with IOPO in the education of Hospital staff and the community regarding donation issues;

- l) enter a notation in a patient's chart when Timely Referral is provided to IOPO;
- m) cooperate with IOPO and provide the assistance of at least one qualified Hospital employee to assist in verifying that documentation, including Donor blood type and other vital data necessary to determine compatibility for purposes of transplantation, specified in subsection 4. (u) of this Agreement that accompanies an Organ to a Transplant Center is correct;
- n) cooperate with IOPO in performing death record reviews as specified in subsection 4. (v) of this Agreement; and, if required, to cooperate with IOPO in implementing actions deemed reasonably necessary to improve the opportunities for identifying Potential Donors;
- o) cooperate with IOPO in identifying, reporting, analyzing and preventing adverse events that may occur during Organ donation at Hospital, as specified in subsection 4(u) of this Agreement, and cooperate with IOPO in taking all steps deemed reasonably necessary to prevent the repetition of adverse events during Organ donation at Hospital; and
- p) prepare and implement written policies supporting a program for monitoring the effectiveness of its Organ donation and procurement program by collecting and analyzing records regarding Potential Donors and referrals to IOPO, and Hospital's Conversion Rate data, and, where possible, taking steps to improve the Conversion Rate

6. Retention and Access to Records. In accordance with the Omnibus Reconciliation Act of 1980, 42 U.S.C. § 1395x(v)(I) and regulations thereunder, IOPO and Hospital agree that each shall retain and for four years after services are furnished by either hereunder, shall allow the Comptroller General of the United States and the United States Department of Health and Human Services, and their duly authorized representatives, access to this Agreement and to such of the books, documents and records of each as are necessary to verify the costs of services performed hereunder, provided that the said access is required by the cited law and regulations and further provided that the request for access complies with the procedural requirements of those regulations.

7. Independent Contractors. In the performance of all obligations hereunder, the relationship of Hospital and IOPO shall be that of independent contractors, and neither shall be deemed to be the partner or agent of the other, and no party shall withhold or in any way be responsible for the payment of any federal, state, or local income or occupational taxes, F.I.C.A. taxes, unemployment compensation or workers compensation contributions, or any other payments for or on behalf of any other party or any person on the payroll of any other party.

8. Professional Liability. IOPO and Hospital shall each, at all times, qualify and comply with the procedures to be and remain qualified health care providers pursuant to the Indiana Medical Malpractice Act, as amended, Indiana Code § 34-18-1-1 et seq. and shall maintain professional malpractice liability insurance coverage or other qualifying financial responsibility

in accordance with the applicable liability limits or securities as specified therein, and pay the annual surcharges levied by the Indiana Department of Insurance.

9. Indemnification. Hospital and IOPO shall protect, defend, indemnify and hold harmless the other party from and against all claims, losses, demands, damages and causes of action, including reasonable attorney fees arising or in any way resulting from the indemnifying party's willful or negligent acts or omissions or the acts of the indemnifying party's agents or employees, in providing services pursuant to this Agreement. Said indemnification shall be limited to the maximum exposure permitted under Indiana Code § 34-18-1-1 et seq., unless insurance coverage in a greater amount is possessed by the indemnifying party.

10. Governing Law. This Agreement shall be controlled by and construed under, the laws and regulations of the State of Indiana and applicable federal laws and regulations.

11. Compliance with Social Security Act. The parties agree that all provisions of this Agreement shall be interpreted in such a manner as to comply with the requirements of Section 1138 of the Social Security Act, as added by Section 9318 of the Omnibus Budget Reconciliation Act of 1986 (42 U.S.C. § 1320b-8), and rules or regulations adopted pursuant to that law relating to Organ procurement.

12. Confidentiality of Patient Records. The parties agree to maintain the confidentiality of patient records pursuant to state and federal laws and regulations. However, to the extent permissible, the parties agree to cooperate in the exchange of information and records as may be necessary to carry out the terms of this Agreement, including obtaining information for inclusion in any IOPO originated donation chart as required by federal law. IOPO may disclose Donor medical and patient information to physicians providing treatment for Organ recipients, to Transplant Centers receiving Organs, Tissue and Eyes, to the local coroner, and as may otherwise be required by applicable laws or regulations. IOPO may disclose medical and billing information to institutions providing reimbursement of expenses related to Organ donation and procurement.

13. Term and Termination. The term of this Agreement shall commence on February 15, 2007 and terminate on May 31, 2009. This Agreement may be terminated by either party at any time by either party providing written notice to the other party not less than sixty (60) days prior to the desired termination date.

14. Waiver. The failure of any one party hereto to enforce any breach or to enforce any lack of performance of any covenants or obligations contained herein shall not constitute the waiver of that breach or of any similar subsequent breach of this Agreement.

15. Amendment. This Agreement represents the entire agreement between the parties hereto, and supersedes any prior stipulation, agreement, or understanding of the parties, whether oral or written. Any modification of this Agreement shall be invalid unless stated in writing and signed by both parties hereto.

16. Notice. All communications, notices and demands of any kind which either party may be required or desires to give or serve upon the other party shall be made in writing and sent by registered or certified mail, postage prepaid, return receipt requested, to the following addresses:

Hospital:

Michael Trautmann, Division Director, Contract Administration
Greater Lafayette Health Services, Inc.
Attn: Contract Administration
2400 South Street
Lafayette, IN 47904

IOPO:

Lynn Driver, President/CEO
Indiana Organ Procurement Organization, Inc.
429 N. Pennsylvania St., Suite 201
Indianapolis, IN 46204-1816

Either party hereto may change its address specified for notices herein by designating a new address in accordance with this paragraph.

17. Separable Provisions. If any provisions hereof shall be, or shall be adjudged to be, unlawful or contrary to public policy, then that provision shall be deemed to be null and separable from the remaining provisions hereof, and shall in no way affect the validity of this Agreement.

18. Discrimination. The parties hereby warrant that each party is and shall continue to be in compliance with the Civil Rights Act of 1964 and the Rehabilitation Act of 1973. No person shall, on account of race, color, religious creed, national origin, ancestry, sex, handicap or age be unlawfully excluded from participation in any program sponsored by either of the parties of this Agreement.

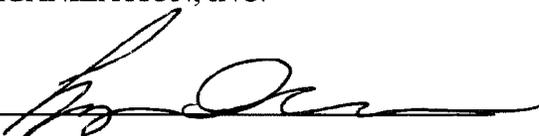
19. Debarment. IOPO and Hospital each represents and warrants to the other, that neither it nor any of its affiliates, officers, directors, subcontractors, or employees, is barred from participating in federal or state health care programs, or has been convicted of a criminal offense with respect to health care reimbursement. IOPO and Hospital shall notify the other immediately if the foregoing representation becomes untrue, or if it is notified by the Office of the Inspector General of the Department of Health and Human Services or other enforcement agencies that an investigation of IOPO or Hospital has begun which could lead to a sanction, debarment, or conviction.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the day and year first written above.

Greater Lafayette Health Services, Inc.

INDIANA ORGAN PROCUREMENT ORGANIZATION, INC.

By: 

By: 

Printed: Terrance E. Wilson

Printed: Lynn Driver

Its: President and CEO

Its: President/CEO

Date: 3-1-07

Date: 2/28/07

“HOSPITAL”

“IOPO”

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ORGAN PROCUREMENT AGREEMENT

This Organ Procurement Agreement ("Agreement") is made this 1st day of June 2006 between Greater Lafayette Health Services, Inc. (Hospital), owners and operators of Lafayette Home Hospital and St. Elizabeth Medical Center, and Indiana Organ Procurement Organization, Inc. ("IOPO").

WHEREAS, IOPO is an Indiana nonprofit corporation and is an independent organ, tissue and eye procurement organization (within the meaning of 42 C.F.R. § 413.178) which is the federally qualified organ procurement organization for a service area within the State of Indiana in accordance with Section 371 of the Public Health Service Act (42 U.S.C. § 273); and

WHEREAS, the purposes of IOPO are to perform and coordinate the retrieval, preservation and transportation of Organs for transplantation, to maintain a system of locating prospective recipients for available Organs, and to educate medical personnel and the general public regarding donation issues; and

WHEREAS, Hospital participates in the Medicare and Medicaid program and desires to be in compliance with Section 1138 of the Social Security Act (42 U.S.C. § 1329b-8) and the rules of the Center For Medicare Services for hospital conditions of participation in Medicare and Medicaid programs, 42 CFR Part 482; and

WHEREAS, IOPO is a member of the Organ Procurement and Transplantation Network established under Section 372 of the Public Health Service Act (42 U.S.C. § 274); and

WHEREAS, Hospital is located within the State of Indiana and within the service area of IOPO; and

WHEREAS, Hospital wishes to cooperate with IOPO in identifying potential donors, timely notifying IOPO of imminent deaths and deaths which occur in Hospital; allowing families of potential donors to be informed of the option of Organ, Tissue, or Eye donation; maintaining potential donors under the direction of IOPO, while necessary testing and placement of organs can take place; supporting a patient's right to donate organs when appropriate declaration of gift has been made by the patient, even if that declaration of gift is contrary to the wishes of the next of kin, and, allowing IOPO to appropriately approach all families of medically suitable patients, for the consent to donate organs, tissues and eyes, when appropriate, for suitable patients under the age of eighteen years and where no declaration of gift can be found; and hereby requests that IOPO recover all Organs within Hospital.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants contained herein and for other good and valuable considerations, the parties hereby agree as follows:

1. Definitions. For purposes of this Agreement, the following words shall have the meanings indicated herein:
 - a) “Designated Requestor” shall mean either, an individual designated by the Hospital who has completed a course offered or approved by IOPO regarding the methodology for approaching the family or person responsible for a potential donor and requesting Organ, Tissue or Eye donation or, an individual of IOPO to appropriately approach families about donation.
 - b) “Donor” or “Potential Donor” shall mean any person who dies in circumstances (causes and conditions of death, and age at death) that are generally acceptable for donation of at least one solid organ, tissue or eye; the potential donor can be identified in a timely manner; and where proof of the patient’s declaration to donate an anatomical gift can be obtained; or, absent such a declaration to donate permission for donation can be obtained from the family or other legal guardian.
 - c) “Eye” or “Eyes” shall mean the transplantable portions of the human eye, including the cornea and sclera, and/or the whole eye.
 - d) “Organ” shall mean a human kidney, heart, lung, pancreas, liver, small bowel, and any other solid human organ.
 - e) “Procurement Transplant Coordinator” shall mean an employee of IOPO trained in obtaining consent for Organ, Tissue and Eye donation and in coordinating the process of organ donation and procurement.
 - f) “Tissue” shall mean other tissues of the human body, excluding Organs, and including but not limited to heart valves, vascular tissue, connective tissues, skin and bones.
2. Notice of Donor Availability and Consent. Hospital shall, consistent with applicable laws and regulations, cooperate with IOPO in the recovery of Organs donated from patients who die in the Hospital. Hospital shall cooperate with IOPO to prepare and implement appropriate policies that support the mechanism of the donation of Organs.

- a) Hospital shall notify IOPO as soon as possible of every individual whose death is imminent or who has died (including calling at the time Brain Death is declared), in the Hospital. IOPO shall preliminarily determine, based upon medical and patient information provided by Hospital, the medical suitability of each potential donor for Organ, Tissue and Eye donation according to requirements utilized by IOPO.
- b) The determination of death for a potential donor shall be made by the donor's attending physician or by the physician responsible for certifying death at the Hospital. Such physician shall not participate in any procedure relating to removal or transplantation of any Organs, Tissues, or Eyes. IOPO shall not participate in the determination of death of any potential Organ, Tissue or Eye donor. Notification of a determination of death shall be written into the patient's chart upon pronouncement. IOPO shall confirm the determination of death prior to proceeding with any anatomical recovery.
- c) Hospital shall allow IOPO to determine the medical suitability of any potential Organ donor using the definition of potential Organ, Tissue and Eye donor.
- d) Hospital shall ensure, in collaboration with IOPO and consistent with federal and state laws, rules and regulations, that the family of each potential donor, or person legally responsible for a potential donor, is informed of the option to donate Organs, Tissue, and Eyes, or to decline to donate. IOPO and Hospital shall encourage discretion and sensitivity with respect to the circumstances, views and beliefs of potential donor patients and the families of potential donors.
- e) IOPO and hospital shall act in good faith to support a patient's right to donate, and fulfill a patient's wishes to donate anatomical gifts in accordance with the Indiana Uniform Anatomical Gift Act, Indiana Code 29-2-16-2 et seq. (Act.) The Act prevents a patient's family from altering a gift declared in writing under the provisions of the Act. Under the provision of the Act, IOPO shall attempt to obtain any documentation of patient's declared wish to donate, and honor such request in accordance with applicable requirements of law. IOPO shall request consent for any potential anatomical donation from a potential donor's family, when no declared intent can be found. If Hospital has actual notice of contrary intent in writing by the potential donor and/or that the potential donation is opposed by a member of the potential donor's family, which member is of the same or prior class under Indiana law as the family member granting the consent, Hospital shall notify IOPO of such contrary intent. This shall not prevent IOPO from presenting options for donation. All such requests for donation shall be made on the IOPO form entitled "Anatomical Gift by Persons Other Than Living Donor," or other similar form.

3. **Organ Procurement.** The procedures undertaken to procure donated Organs, Tissues and Eyes, shall be supervised by a Procurement Transplant Coordinator, or other procurement personnel, provided by and or contracted by IOPO, with specialized training in transplantation, donor evaluation and management and Organ preservation, to coordinate Organ, procurement activities at Hospital, or, to serve as consultants to the Hospital when physicians on the staff of Hospital, or when other qualified Organ procurement personnel perform such activities. Hospital agrees to grant access, on an emergency basis in accordance with its Medical Staff rules and regulations, temporary staff privileges to transplant physicians and other Organ procurement personnel participating in the procurement procedures, case management, and all ancillary activities. Hospital and IOPO agree to cooperate in complying with reasonable requirements of other health care providers and payors in connection with Organ procurement pursuant to the terms of this Agreement.

4. **IOPO Obligations.** IOPO shall, consistent with its purposes of performing and coordinating the performance of retrieving, preserving and transporting Organs will maintain a system of locating prospective recipients for available Organs, and educate medical personnel regarding donation issues, shall:
 - a) provide twenty-four (24) hour availability of an Organ Procurement Coordinator to evaluate and determine the medical suitability for Organs from potential organ donors and to obtain consent for donation;

 - b) an IOPO Procurement Transplant Coordinator shall properly inform the family of a potential donor of the right to donate or to decline to donate, seek to obtain consent for donation from the family or person legally responsible, assist in the clinical management of the donor, coordinate the procurement teams for Organ recovery, provide technical assistance during recovery and initiate Organ preservation and recovery;

 - c) provide in-service training for Hospital personnel involved in Organ donations; educate Hospital personnel regarding donation issues, review death records to improve identification of potential donors;

 - d) if requested, offer or approve, a course in the methodology for approaching potential donor families and requesting organ donation for the purposes of training Hospital personnel to become Designated Requestors, if Hospital chooses to use Hospital personnel to perform such tasks;

 - e) provide qualified and trained personnel to assist in the management of the cadaveric donor prior to the time of actual procurement of Organs and provide assistance to physicians who are members of the Medical Staff of Hospital to provide such services;

- f) provide qualified and trained personnel, materials, and equipment for preservation of Organs after their procurement;
- g) utilize Organs procured at Hospital in accordance with the guidelines of the United Network of Organ Sharing (“UNOS”) and requirements of law to any recipient deemed suitable in accordance with sound medical practice;
- h) provide Hospital with information as to the eventual disposition of all Organs procured at the Hospital;
- i) reimburse Hospital at a rate consistent with the American Medical Bill Review's (AMBR) national OPO standards, adjusted for the Indiana region, for all costs associated with procurement of organs from donors preliminarily approved as medically suitable from and after the time of death of the donor is determined and proper consent is obtained, in accordance with existing applicable Medicare regulations;
- j) pay private physicians not otherwise compensated through Hospital pursuant to Paragraph (i);
- k) make arrangements for histocompatibility tissue testing and testing for potentially transmittable diseases to determine the medical acceptability of the donated Organs for the purposes intended, which shall be performed by a laboratory meeting the requirements specified by UNOS, in accordance with the guidelines specified by the Center for Disease Control and other applicable laws and regulations; and
- l) maintain a toll-free telephone number (800-356-7757) to facilitate the central referral of Organ, Tissue and Eye donations within the IOPO service area. IOPO, either directly or through a contract with an answering service, shall cause Organ donation referrals to be referred to IOPO and its on-call Procurement Transplant Coordinators; and shall cause referrals for Tissue and Eye donation to be referred to the appropriate agency handling such donations for Hospital.

5. Additional Hospital Obligations. In addition to those obligations set forth in Section 2 hereof, Hospital shall:

- a) comply with the requirements of Section 1138 of the Social Security Act (42 U.S.C. § 1320b-8); any anatomical gift legislation of the state of Indiana; and other legal requirements applicable to Organ donation;
- b) allow IOPO to use ancillary laboratory facilities, other than any available at Hospital, for tests of Organ function, blood typing, and other indicated clinical studies of potential donors as directed or requested by IOPO;

- c) provide intensive care or other clinical support for maintenance of potential Organ donors prior to Organ procurement, and to follow procedures and protocols as specified by IOPO for Organ procurement;
 - d) provide physicians to determine the death of potential Organ donors in compliance with applicable law of the state in which Hospital is located and in accordance with standard medical practice;
 - e) work cooperatively with IOPO in the maintenance of potential donors while necessary testing and placement of potential donated Organs take place;
 - f) provide an operating room with staff if needed (including surgical, anesthesia, and nursing) and materials deemed appropriate by IOPO for performing cadaveric Organ recovery;
 - g) provide an itemized bill of all services for each Organ donor for which Hospital seeks reimbursement, and ensure that the family of an Organ donor, or person financially responsible for payment of the expenses for medical and surgical care for the donor, is not charged or billed for expenses related to Organ donation, to furnish to IOPO, upon request, an itemized statement of expenses billed to the donor family or other responsible party, relating to the donor's medical and surgical care and treatment to confirm that no such charges or bills were remitted; and
 - h) work cooperatively with IOPO in the education of Hospital staff regarding donation issues; and
 - i) adopt protocols which permit IOPO access to death record information and which provides that Hospital will work cooperatively with IOPO in reviewing death records to improve identification of potential donors.
6. Retention and Access to Records. In accordance with the Omnibus Reconciliation Act of 1980, 42 U.S.C. § 1395x(v)(I) and regulations thereunder, IOPO and Hospital agree that each shall retain and for four years after services are furnished by either hereunder, shall allow the Comptroller General of the United States and the United States Department of Health and Human Services, and their duly authorized representatives, access to this Agreement and to such of the books, documents and records of each as are necessary to verify the costs of services performed hereunder, provided that the said access is required by the cited law and regulations and further provided that the request for access complies with the procedural requirements of those regulations.
7. Independent Contractors. In the performance of all obligations hereunder, the relationship of Hospital and IOPO shall be that of independent contractors, and

neither shall be deemed to be the partner or agent of the other, and no party shall withhold or in any way be responsible for the payment of any federal, state, or local income or occupational taxes, F.I.C.A. taxes, unemployment compensation or workers compensation contributions, or any other payments for or on behalf of any other party or any person on the payroll of any other party.

8. Professional Liability. IOPO and Hospital shall qualify and remain qualified as health care providers pursuant to Ind. Code § 34-18-1-1 et seq. and shall maintain professional malpractice liability insurance coverage or self-insurance in accordance with the applicable liability limits specified therein.
9. Indemnification. Hospital and IOPO shall protect, defend, indemnify and hold harmless the other party from and against all claims, losses, demands, damages and causes of action, including reasonable attorney fees arising or in any way resulting from the indemnifying party's willful or negligent acts or omissions or the acts of the indemnifying party's agents or employees, in providing services pursuant to this Agreement. Said indemnification shall be limited to the maximum exposure permitted under Ind. Code § 34-18-1-1 et seq., unless insurance coverage in a greater amount is possessed by the indemnifying party;
10. Compliance with Social Security Act. The parties agree that all provisions of this Agreement shall be interpreted in such a manner as to comply with the requirements of Section 1138 of the Social Security Act, as added by Section 9318 of the Omnibus Budget Reconciliation Act of 1986 (42 U.S.C. § 1320b-8), and rules or regulations adopted pursuant to that law relating to Organ procurement.
11. Confidentiality of Patient Records. The parties agree to maintain the confidentiality of patient records pursuant to state and federal laws and regulations. However, to the extent permissible, the parties agree to cooperate in the exchange of information and records as may be necessary to carry out the terms of this Agreement, including obtaining information for inclusion in any IOPO originated donation chart as required by federal law. IOPO may disclose donor medical and patient information to physicians providing treatment for Organ recipients, to the local coroner, and as may otherwise be required by applicable laws or regulations. IOPO may disclose medical and billing information to institutions providing reimbursement of expenses related to Organ donation and procurement.
12. Term and Termination. The term of this agreement shall be for three (3) years, commencing on June 1, 2006 and ending May 31, 2009. This agreement may be terminated at any time by mutual consent or at any time by either party providing written notice to the other party at least sixty (60) days in advance of the desired termination date.

13. Waiver. The failure of any one party hereto to enforce any breach or to enforce any lack of performance of any covenants or obligations contained herein shall not constitute the waiver of that breach or of any similar subsequent breach of this Agreement.
14. Amendment. This Agreement represents the entire agreement between the parties hereto, and supersedes any prior stipulation, agreement, or understanding of the parties, whether oral or written. Any modification of this Agreement shall be invalid unless stated in writing and signed by both parties hereto.
15. Notice. All communications, notices and demands of any kind which either party may be required or desires to give or serve upon the other party shall be made in writing and sent by registered or certified mail, postage prepaid, return receipt requested, to the following addresses:

Hospital:

Materiel and Contract Administration
Greater Lafayette Health Services, Inc.
2400 South Street
Lafayette, IN 47904

IOPO:

Lynn Driver, President/CEO
Indiana Organ Procurement Organization, Inc.
429 N. Pennsylvania St., Suite 201
Indianapolis, IN 46204-1816

Either party hereto may change its address specified for notices herein by designating a new address in accordance with this paragraph.

16. Separable Provisions. If any provisions hereof shall be, or shall be adjudged to be, unlawful or contrary to public policy, then that provision shall be deemed to be null and separable from the remaining provisions hereof, and shall in no way affect the validity of this Agreement.
17. Discrimination. The parties hereby warrant that each party is and shall continue to be in compliance with the Civil Rights Act of 1964 and the Rehabilitation Act of 1973. No person shall, on account of race, color, religious creed, national origin, ancestry, sex, handicap or age be unlawfully excluded from participation in any program sponsored by either of the parties of this Agreement.

18. Debarment. IOPO represents and warrants that neither it nor any of its affiliates, officers, directors, subcontractors, or employees, is barred from participating in federal or state health care programs, or has been convicted of a criminal offense with respect to health care reimbursement. IOPO shall notify Hospital immediately if the foregoing representation becomes untrue, or if it is notified by the Office of the Inspector General of the Department of Health and Human Services or other enforcement agencies that an investigation of IOPO has begun which could lead to a sanction, debarment, or conviction.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the day and year first written above.

GREATER LAFAYETTE
HEALTH SERVICES, INC.

INDIANA ORGAN PROCUREMENT
ORGANIZATION, INC.

By: Terrance E. Wilson

By: Lynn Driver

Printed: Terrance E. Wilson

Printed: Lynn Driver

Its: President/CEO

Its: President/CEO

Date: 6/22/06

Date: 6/19/06

"HOSPITAL"

"IOPO"

ATTEST

By: Michael E. Trautman

Printed: Michael E. Trautman

Its: Division Director, Materiel and Contract Administration

Date: _____

**FIRST AMENDMENT TO THE
ORGAN, TISSUE and EYE HOSPITAL PROCUREMENT AGREEMENT
BETWEEN
GREATER LAFAYETTE HEALTH SERVICES, INC.
AND
INDIANA ORGAN PROCUREMENT ORGANIZATION, INC.**

THIS FIRST AMENDMENT to the ORGAN, Tissue and Eye Hospital Procurement Agreement (hereinafter "First Amendment") is entered into, by and between Greater Lafayette Health Services, Inc. (hereinafter "Hospital") and Indiana Organ Procurement Organization, Inc. (hereinafter "IOPO"), collectively referred to as the "Parties".

WITNESSETH:

WHEREAS, the Parties previously entered into an Agreement (hereinafter "Agreement") effective June 1, 2003, and;

WHEREAS, Section 14 of the Agreement provides that the Parties may amend the Agreement by an instrument in writing signed by the Parties, and;

WHEREAS, the Parties now desire to amend the term of the Agreement,

NOW THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

- I. The reimbursement terms of this agreement as stated in Section 4.i of the Agreement are hereby replaced with the following provisions effective January 1, 2005: "reimburse Hospital at a rate determined by the American Medical Bill Review (AMBR) for all costs associated with procurement of organs, tissue and eyes from donors preliminarily approved as medically suitable from and after the time of death of the donor is determined and proper consent is obtained, in accordance with existing applicable Medicare regulations."
- II. This First Amendment to the Agreement shall be incorporated into and made a part of the Agreement effective on the dates noted above. All provisions of the Agreement not expressly modified or amended hereby shall remain in full force and effect.

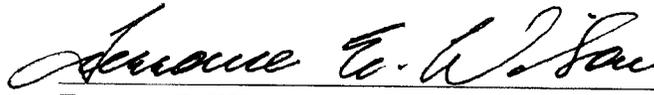
IN WITNESS WHEREOF, the parties have executed this Agreement in two (2) counterparts, each of which is deemed to be an original.

INDIANA ORGAN PROCUREMENT ORGANIZATION, INC.



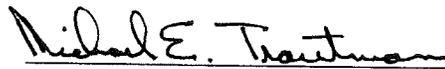
Lynn Driver Date
President and CEO

GREATER LAFAYETTE HEALTH SERVICES, INC.

 1-7-05

Terrance E. Wilson Date
President and CEO

ATTEST

 1-7-05

Michael E. Trautmann Date
Division Director,
Materiel and Contract Administration

ORGAN, TISSUE AND EYE
HOSPITAL PROCUREMENT AGREEMENT

This Organ, Tissue and Eye Procurement Agreement ("Agreement") is made this 1st day of June 2003 between Greater Lafayette Health Services, Inc. (Hospital), owners and operators of Lafayette Home Hospital and St. Elizabeth Medical Center, and Indiana Organ Procurement Organization, Inc. ("IOPO").

WHEREAS, IOPO is an Indiana nonprofit corporation and is an independent organ, tissue and eye procurement organization (within the meaning of 42 C.F.R. § 413.178) which is the federally qualified organ procurement organization for a service area within the State of Indiana in accordance with Section 371 of the Public Health Service Act (42 U.S.C. § 273); and

WHEREAS, the purposes of IOPO are to perform and coordinate the retrieval, preservation and transportation of Organs, Tissues and Eyes, to maintain a system of locating prospective recipients for available Organs, Tissues and Eyes and to educate medical personnel and the general public regarding donation issues; and

WHEREAS, Hospital participates in the Medicare and Medicaid program and desires to be in compliance with Section 1138 of the Social Security Act (42 U.S.C. § 1329b-8) and the rules of the Center For Medicare Services for hospital conditions of participation in Medicare and Medicaid programs, 42 CFR Part 482; and

WHEREAS, IOPO is a member of the Organ Procurement and Transplantation Network established under Section 372 of the Public Health Service Act (42 U.S.C. § 274); and

WHEREAS, Hospital is located within the State of Indiana and within the service area of IOPO; and

WHEREAS, Hospital wishes to cooperate with IOPO in identifying potential donors, timely notifying IOPO of imminent deaths and deaths which occur in Hospital; allowing families of potential donors to be informed of the option of Organ, Tissue, or Eye donation; maintaining potential donors under the direction of IOPO, while necessary testing and placement of organs can take place; supporting a patient's right to donate organs when appropriate declaration of gift has been made by the patient, even if that declaration of gift is contrary to the wishes of the next of kin, and, allowing IOPO to approach all families of medically suitable patients, for the consent to donate organ, tissues and eyes for suitable patients under the age of eighteen years and where no declaration of gift can be found; and hereby requests that IOPO recover all Organs, Tissues, and Eyes within Hospital.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants contained herein and for other good and valuable considerations, the parties hereby agree as follows:

1. Definitions. For purposes of this Agreement, the following words shall have the meanings indicated herein:
 - a) "Designated Requestor" shall mean either, an individual designated by the Hospital and who has completed a course offered or approved by IOPO regarding the methodology for approaching the family or person responsible for a potential donor and requesting Organ, Tissue or Eye donation or, an individual of IOPO to appropriately approach families about donation.
 - b) "Donor" or "Potential Donor" shall mean any person who dies in circumstances (causes and conditions of death, and age at death) that are generally acceptable for donation of at least one solid organ, tissue or eye; the potential donor can be identified in a timely manner; and where proof of the patient's declaration to donate an anatomical gift can be obtained; or, absent such a declaration to donate permission for donation can be obtained from the family or other legal guardian.
 - c) "Eye" or "Eyes" shall mean the transplantable portions of the human eye, including the cornea and sclera, and/or the whole eye.
 - d) "Organ" shall mean a human kidney, heart, lung, pancreas, liver, small bowel, and any other solid human organ.
 - e) "Procurement Transplant Coordinator" shall mean an employee of IOPO trained in obtaining consent for Organ, Tissue and Eye donation and in coordinating the process of organ donation and procurement.
 - f) "Tissue" shall mean other tissues of the human body, excluding Organs, and including but not limited to heart valves, vascular tissue, connective tissues, skin and bones.
2. Notice of Donor Availability and Consent. Hospital shall, consistent with applicable law and regulations, cooperate with IOPO in the recovery of Organs, Tissues and Eyes donated from patients who die in the Hospital. Hospital shall cooperate with IOPO to prepare and implement appropriate policies that support the mechanism of the donation of Organs, Tissues and Eyes
 - a) Hospital shall notify IOPO as soon as possible of every individual whose death is imminent or who has died (including calling at the time Brain Death is declared), in the Hospital. IOPO shall preliminarily determine, based upon medical and patient information provided by Hospital, the medical suitability of each potential donor for Organ, Tissue and Eye donation according to requirements utilized by IOPO.
 - b) The determination of death for a potential donor shall be made by the donor's attending physician or by the physician responsible for certifying death at the

Hospital. Such physician shall not participate in any procedure relating to removal or transplantation of any Organs, Tissues, or Eyes. IOPO shall not participate in the determination of death of any potential Organ, Tissue or Eye donor. Notification of a determination of death shall be written into the patient's chart upon pronouncement. IOPO shall confirm the determination of death prior to proceeding with any anatomical recovery.

- c) Hospital shall allow IOPO to determine the medical suitability of any potential Organ, Tissue and Eye donor using the definition of potential Organ, Tissue and Eye donor.
 - d) Hospital shall ensure, in collaboration with IOPO and consistent with federal and state laws, rules and regulations, that the family of each potential donor, or person legally responsible for a potential donor, is informed of the option to donate Organs, Tissue, and Eyes, or to decline to donate. IOPO and Hospital shall encourage discretion and sensitivity with respect to the circumstances, views and beliefs of potential donor patients and the families of potential donors.
 - e) IOPO and hospital shall act in good faith to support a patient's right to donate, and fulfill a patient's wishes to donate anatomical gifts in accordance with the Indiana Uniform Anatomical Gift Act, Indiana Code 29-2-16-2 et seq. (Act.) The Act prevents a patient's family from altering a gift declared in writing under the provisions of the Act. Under the provision of the Act, IOPO shall attempt to obtain any documentation of patient's declared wish to donate, and honor such request in accordance with applicable requirements of law. IOPO shall request consent for any potential anatomical donation from a potential donor's family, when no declared intent can be found. If Hospital has actual notice of contrary intent in writing by the potential donor and/or that the potential donation is opposed by a member of the potential donor's family, which member is of the same or prior class under Indiana law as the family member granting the consent, Hospital shall notify IOPO of such contrary intent. This shall not prevent IOPO from presenting options for donation. All such requests for donation shall be made on the IOPO form entitled "Anatomical Gift by Persons Other Than Living Donor," or other similar form.
3. Organ, Tissue and Eye Procurement. The procedures undertaken to procure donated Organs, Tissue and Eyes, shall be supervised by a Procurement Transplant Coordinator, or other procurement personnel, provided by and or contracted by IOPO, who specialized training in transplantation, donor evaluation and management and Organ, Tissue and Eye recovery and preservation, to coordinate Organ, Tissue and Eye procurement activities at Hospital or to serve as consultants to the Hospital when physicians on the staff of Hospital, or when other qualified Organ, Tissue and Eye procurement personnel, perform such activities. Hospital agrees to grant, on an emergency basis in accordance with its Medical Staff rules and regulations, temporary staff privileges to transplant physicians and

other Organ, Tissue and Eye procurement personnel participating in the procurement procedures, case management, and all ancillary activities. Hospital and IOPO agree to cooperate in complying with reasonable requirements of other health care providers and payors in connection with Organ, Tissue and Eye procurement pursuant to the terms of this Agreement.

4. IOPO Obligations. IOPO shall, consistent with its purposes of performing and coordinating the performance of retrieving, preserving and transporting Organs, Tissues and Eyes, maintaining a system of locating prospective recipients for available Organs, and educate medical personnel regarding donation issues:
 - a) provide twenty-four (24) hour availability of a Procurement Coordinator to evaluate and determine the medical suitability for Organs, Tissue and Eyes from potential donors, and to obtain consent for donation;
 - b) an IOPO Procurement Transplant Coordinator shall properly inform the family of a potential donor of the right to donate or to decline to donate, seek to obtain consent for donation from the family or person legally responsible, assist in the clinical management of the donor, coordinate the procurement teams for Organ, Tissue and Eye recovery, provide technical assistance during recovery and initiate Organ, Tissue and Eye preservation;
 - c) provide in-service training for Hospital personnel involved in Organ, Tissue and Eye donations; educate Hospital personnel regarding donation issues, review death records to improve identification of potential donors;
 - d) if requested, offer or approve, a course in the methodology for approaching potential donor families and requesting Organ, Tissue and Eye donation for purposes of training Hospital personnel to become Designated Requestors, if Hospital chooses to use Hospital personnel to perform such tasks;
 - e) provide qualified and trained personnel to assist in the management of the cadaveric donor prior to the time of actual procurement of an Organ, Tissue or Eye and to provide assistance to physicians who are members of the Medical Staff of Hospital to provide such services;
 - f) provide qualified and trained personnel, materials, and equipment for preservation of Organs, Tissue and Eyes after their procurement;
 - g) utilize Organs procured at Hospital in accordance with the guidelines of the United Network of Organ Sharing ("UNOS") and requirements of law to any recipient deemed suitable in accordance with sound medical practice; utilize any Tissues or Eyes procured at Hospital in accordance with standards recognized by the Food and Drug Administration (FDA), The American Association of Tissue Banks (AATB), or the Eye Bank Association of America (EBAA).

- h) provide Hospital with information as to the eventual disposition of all Organs Tissues and Eyes procured at the Hospital;
- i) reimburse Hospital at a rate of full charges less fifteen percent (15%) for all costs associated with procurement of organs, tissue and eyes from donors preliminarily approved as medically suitable from and after the time that death of the donor is determined and proper consent is obtained, in accordance with existing applicable Medicare regulations.
- j) pay private physicians not otherwise compensated through Hospital pursuant to Paragraph (i);
- k) make arrangements for histocompatibility tissue testing and testing for potentially transmittable diseases to determine the medical acceptability of the donated Organs for the purposes intended, which shall be performed by a laboratory meeting the requirements specified by UNOS, in accordance with the guidelines specified by the Center for Disease Control and other applicable laws and regulations; and
- l) maintain a toll-free telephone number (800-356-7757) to facilitate the central referral of Organ, Tissue and Eye donations within the IOPO service area. IOPO, either directly or through a contract with an answering service, shall cause Organ donation referrals to be referred to IOPO and its on-call Procurement Transplant Coordinator, and shall cause referrals for Tissue and Eye donation to be referred to the appropriate agency handling such donations for Hospital;

5. Additional Hospital Obligations. In addition to those obligations set forth in Section 2 hereof, Hospital shall:

- a) comply with the requirements of Section 1138 of the Social Security Act (42 U.S.C. § 1320b-8); any anatomical gift legislation of the state of Indiana; and other legal requirements applicable to Organ, Tissue and Eye donation;
- b) allow IOPO to use ancillary laboratory facilities, other than any available at Hospital, for tests of Organ function, blood typing, and other indicated clinical studies of potential donors as directed or requested by IOPO;
- c) provide intensive care or other clinical support for maintenance of potential Organ donors prior to Organ procurement, and to follow procedures and protocols as specified by IOPO for Organ procurement;
- d) provide physicians to determine the death of potential Organ donors in compliance with applicable law of the state in which Hospital is located and in accordance with standard medical practice;

- e) work cooperatively with IOPO in the maintenance of potential donors while necessary testing and placement of potential donated Organs, Tissues and Eyes take place;
 - f) provide an operating room with staff if needed (including surgical, anesthesia, and nursing) and materials deemed appropriate by IOPO for performing cadaveric Organ, Tissue, and Eye recovery;
 - g) provide IOPO an itemized bill of all services for each Organ donor for which Hospital seeks reimbursement, and ensure that the family of an Organ, Tissue or Eye donor, or person financially responsible for payment of the expenses for medical and surgical care for the donor, is not charged or billed for expenses related to Organ, Tissue or Eye donation, to furnish to IOPO, upon request, an itemized statement of expenses billed to the donor family or other responsible party, relating to the donor's medical and surgical care and treatment to confirm that no such charges or bills were remitted, to limit the total facilities or other charges for the recovery of Tissues to an amount not greater than five hundred dollars;
 - h) work cooperatively with IOPO in the education of Hospital staff regarding donation issues; and
 - i) adopt protocols which permit IOPO access to death record information and which provides that Hospital will work cooperatively with IOPO in reviewing death records to improve identification of potential donors.
6. Retention and Access to Records. In accordance with the Omnibus Reconciliation Act of 1980, 42 U.S.C. § 1395x(v)(I) and regulations thereunder, IOPO and Hospital agree that each shall retain and for four years after services are furnished by either hereunder, shall allow the Comptroller General of the United States and the United States Department of Health and Human Services, and their duly authorized representatives, access to this Agreement and to such of the books, documents and records of each as are necessary to verify the costs of services performed hereunder, provided that the said access is required by the cited law and regulations and further provided that the request for access complies with the procedural requirements of those regulations.
7. Independent Contractors. In the performance of all obligations hereunder, the relationship of Hospital and IOPO shall be that of independent contractors, and neither shall be deemed to be the partner or agent of the other, and no party shall withhold or in any way be responsible for the payment of any federal, state, or local income or occupational taxes, F.I.C.A. taxes, unemployment compensation or workers compensation contributions, or any other payments for or on behalf of any other party or any person on the payroll of any other party.

8. Professional Liability. IOPO and Hospital shall qualify and remain qualified as health care providers pursuant to Ind. Code § 34-18-1-1 et seq. and shall maintain professional malpractice liability insurance coverage or self-insurance in accordance with the applicable liability limits specified therein.
9. Indemnification . Hospital and IOPO shall protect, defend, indemnify and hold each other harmless from and against all claims, losses, demands, damages and causes of action, including reasonable attorney fees arising or in any way resulting solely from their willful or negligent acts or omissions or the acts of their agents or employees, in providing organ procurement or tissue banking services hereunder. Said indemnification shall be limited to the maximum exposure permitted under Ind. Code § 34-18-1-1 et seq., unless insurance coverage in a greater amount is possessed by the indemnifying party.
10. Compliance with Social Security Act. The parties agree that all provisions of this Agreement shall be interpreted in such a manner as to comply with the requirements of Section 1138 of the Social Security Act, as added by Section 9318 of the Omnibus Budget Reconciliation Act of 1986 (42 U.S.C. § 1320b-8), and rules or regulations adopted pursuant to that law relating to Organ procurement.
11. Confidentiality of Patient Records. The parties agree to maintain the confidentiality of patient records pursuant to state and federal laws and regulations. However, to the extent permissible, the parties agree to cooperate in the exchange of information and records as may be necessary to carry out the terms of this Agreement, including obtaining information for inclusion in any IOPO originated donation chart as required by federal law. IOPO may disclose donor medical and patient information to physicians providing treatment for Organ recipients, to the local coroner, and as may otherwise be required by applicable state or federal laws or regulations. IOPO may disclose medical and billing information to institutions providing reimbursement of expenses related to Organ, Tissue or Eye donation and procurement.
12. Term and Termination. The term of this agreement shall be for three (3) years, commencing on June 1, 2003 and ending on May 31, 2006. This agreement may be terminated at any time by mutual consent or at any time by either party providing written notice to the other party at least sixty (60) days in advance of the desired termination date.
13. Waiver. The failure of any one party hereto to enforce any breach or to enforce any lack of performance of any covenants or obligations contained herein shall not constitute the waiver of that breach or of any similar subsequent breach of this Agreement.

14. Amendment. This Agreement represents the entire agreement between the parties hereto, and supersedes any prior stipulation, agreement, or understanding of the parties, whether oral or written. Any modification of this Agreement shall be invalid unless stated in writing and signed by both parties hereto.
15. Notice. All communications, notices and demands of any kind which either party may be required or desires to give or serve upon the other party shall be made in writing and sent by registered or certified mail, postage prepaid, return receipt requested, to the following addresses:

Hospital:

Material and Contract Administration
Greater Lafayette Health Services, Inc.
2400 South Street
Lafayette, IN 47904

IOPO:

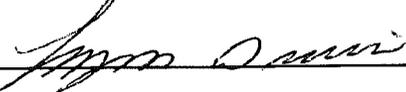
Lynn Driver, President/CEO
Indiana Organ Procurement Organization, Inc.
429 N. Pennsylvania St., Suite 201
Indianapolis, Indiana 46204

Either party hereto may change its address specified for notices herein by designating a new address in accordance with this paragraph.

16. Separable Provisions. If any provisions hereof shall be, or shall be adjudged to be, unlawful or contrary to public policy, then that provision shall be deemed to be null and separable from the remaining provisions hereof, and shall in no way affect the validity of this Agreement.
17. Discrimination. The parties hereby warrant that each party is and shall continue to be in compliance with the Civil Rights Act of 1964 and the Rehabilitation Act of 1973. No person shall, on account of race, color, religious creed, national origin, ancestry, sex, handicap or age be unlawfully excluded from participation in any program sponsored by either of the parties of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the day and year first written above.

INDIANA ORGAN PROCUREMENT ORGANIZATION, INC. ("IOPO")

By: 

Printed: Lynn Driver

Its: President and CEO

Date: 5-15-2003

GREATER LAFAYETTE HEALTH SERVICES, INC. ("Hospital")

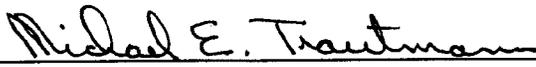
By: 

Printed: Douglas W. Eberle

Its: President and CEO

Date: 6/12/03

ATTEST

By: 

Printed: Michael E. Trautmann

Its: Division Director, Material and Contract Administration

Date: 6-16-03

#950202

APPLICATION FOR "IN THE ACS VERIFICATION PROCESS" LEVEL III TRAUMA
CENTER STATUS

SECTION 19

Diversion Policy

1. Hospital Diversion Policy
2. Affirm hospital will not be on diversion status > 5%
3. Record of previous year showing dates and length of time for each diversion.

Franciscan St. Elizabeth Health Lafayette developed a diversion policy in 2013, and have created a log to track dates and length of time for each diversion. This diversion policy will be reviewed by the Trauma Performance Improvement Committee on August 27, 2013.

Franciscan St. Elizabeth Health
Lafayette, Indiana

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- g. The nursing supervisor will notify the Patient Care Coordinator (PCC) of the appropriate Emergency Department.
- h. The PCC will:
 - i. Notify EMS, the ED physician and the ED staff that the Emergency Department is on diversion.
 - ii. Initiate the diversion log

2. Releasing Diversion Status

- a. When the extreme situation has been resolved or corrected, the ED physician (or designee), Trauma Medical Director (or designee) or 'on call' Administrator will authorize removing the diversion status.
- b. The Nursing Supervisor will be notified of this decision and contact the appropriate administrative staff and the ED PCC.
- c. The ED PCC will:
 - i. Notify EMS, the ED physician, the ED staff and the Division Director of Emergency Services that the department diversion status has been removed.
 - ii. Complete the diversion log
 - iii. Send a copy of the log to
 - 1. Division Director of Emergency Services
 - 2. Nursing Administration
 - 3. Trauma Program Manager

3. Diversion Review

- a. All diversion activations will be reviewed by the Trauma Performance Improvement Committee or appropriate Standards Committee.

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Number: 9502-II-307
Page: 3

APPROVAL

Division Director, Emergency Departments

Medical Director, Emergency Department

Trauma Medical Director

Vice President and Chief Nursing Officer

Executive Vice President, Chief Operating
Officer

**Franciscan St Elizabeth Health Lafayette
East**

Diversion Activation Information Sheet

Date of Activation _____

Time of Activation _____

Reason for Diversion Activation	
Diversion Status Activation	Authorized by
NOTIFICATION by PCC upon Activation	Time
Emergency Department Physician	
TEAS	
Emergency Department Physician	
EMS Dispatch	
Division Director Emergency Services	
IU Clarion Health	
FSEH Lafayette	
Nursing Supervisor	
Release of Diversion Status	Authorized by
NOTIFICATION by PCC upon release of diversion status	Time
Emergency Department Physician	
TEAS	
Emergency Department Physician	
EMS Dispatch	
Division Director Emergency Services	
IU Clarion Health	
FSEH Lafayette	
Nursing Supervisor	

APPLICATION FOR "IN THE ACS VERIFICATION PROCESS" LEVEL III TRAUMA
CENTER STATUS

SECTION 20

Operational Process PI Committee

1. Trauma process PI committee
2. Documentation including roster of committee meeting times
3. Previous year meeting times

Franciscan St. Elizabeth Health Lafayette has a trauma program operational trauma process performance improvement committee that meets regularly.

Franciscan St. Elizabeth Health
Lafayette, Indiana

**Franciscan Saint Elizabeth Health
Trauma Multidisciplinary Operational Process Performance Improvement Committee
Roster for Jan 2012 – Jun 2013**

Name	Title	Department	Attendance																		
			Jan 24	Feb 26	Mar 26	Apr 10	May 22	Jun 14	Jul 24	Aug 28	Sept 25	Oct 23	Nov 27	Dec 27	Jan 28	Feb 26	Mar 26	Apr 23	May 28	Jun 25	
Schimmel, Judy	Department Director	ASU / OR, Nursing			C			C		X		X			C			X			X
Smith, Gerrit, MD	General Surgeon	Surgical Services			A			A													
Summer, Tom, MD	Surgeon	Emergency Services			N			N										X			
Vasquez, Carlos	Director	Radiology Services	X	X	C			C	X												X
Attends as Needed	Has Open Invitation				E			E													
Edelen, Don, MD	VP Medical Affairs	Hospital Administration			L			L													
Siemers, Jim	Chief Operating Officer	Hospital Administration	X	X	L			L										X			
Ransom, Sherry	Chief Nursing Officer	Nursing Administration			E			E										X			
					D			D													D

NOTES: June 14, 2012 – FSEH Hosted the State Trauma Director's Meeting.

APPLICATION FOR "IN THE ACS VERIFICATION PROCESS" LEVEL III TRAUMA
CENTER STATUS

SECTION 21

Nurse Credentialing Requirements

Description of nurse credentialing requirements for trauma patients for
Emergency & ICU

All Emergency Department RN staff at Franciscan St. Elizabeth Health Lafayette are required to complete and maintain certification in ACLS, PALS, and TNCC (Trauma Nurse Core Course). They must also demonstrate, minimally, a competent level of performance in the care of the trauma patient annually.

All ICU RN staff are required to complete annual competencies as pertains to the care of patients seen in the department (including trauma patients). ICU RNs must stay current in ACLS, PALS, and Code Blue certification.

Franciscan St. Elizabeth Health
Lafayette, Indiana

**ST. ELIZABETH REGIONAL HEALTH
LAFAYETTE, IN
EMERGENCY SERVICES**

NUMBER:	6781-II-04	DATE:	January 16, 2002
DEPARTMENT:	Emergency Services	REVISED:	December 13, 2010
REPLACES PROCEDURE #:	6781-II-04 (11/07)	REVIEWED:	

**EMERGENCY SERVICES STRUCTURE STANDARD IV – STAFFING AND
EDUCATION**

PURPOSE: To establish the standards by which nursing care staff is allocated, patient care is assigned; orientation and competencies are determined and maintained.

**GENERAL
INFORMATION:** Applicable to Emergency Care Centers for SERH

PERSONNEL: Emergency Care Center Staff

EQUIPMENT: N/A

PROCEDURE:

STAFFING CONSIDERATIONS AND NURSING PERSONNEL MANAGEMENT IN THE EMERGENCY CARE CENTERS

The Emergency Care Centers utilize a flexible system of staffing based upon concepts and principles as described in Nursing Administrative Structure Standard IV, #6101-II-04.

The goal of staffing in the Emergency Care Centers is to ensure that nursing staff members are able to provide the appropriate patient care, participate in educational and staff development activities, and to participate in performance improvement activities.

Support services will be available to assist nursing staff in meeting the identified care needs of patients/families. Examples of support services include, but are not limited to, Nursing Supervisors, Pastoral Care, Patient Advocate, Registration personnel, Radiology Services, Laboratory Services, Respiratory care Services, Volunteer Services, Information Systems, Materials Management and other ancillary services as needed and available.

Delivery of Care

The Emergency Care Center Registered Nurse always assumes primary accountability and responsibility for patient care. Other unlicensed assistive personnel only provide those aspects of patient care that are delegated to them and performed under the supervision of the Registered

Nurse. The Registered Nurse is responsible and accountable for implementing the nursing process in the Emergency Care Centers which may include the following:

- Initial assessment.
- Assure timely completion of physician orders.
- Assure ongoing evaluation and reassessment of the patient.
- Assuring the educational needs of the patient/responsible person has been addressed prior to discharge.
- Commitment to effectively manage the utilization of support personnel through appropriate delegation and supervision of care by the Registered Nurse.

The Registered Nurse is responsible for well-coordinated care across the continuum that is consistent with care standards and regulatory requirements. Roles and responsibilities of caregivers in the Emergency Care Center are outlined in the specific Job Descriptions.

Determination of Staffing Patterns

Operational budgets, including staffing determinations, are based on the historical and projected average patient encounters per day, the acuity/type of patient care provided in the Emergency Care Centers, and the level of staff required to provide appropriate patient care. Fluctuations in daily encounters and/or patient acuity may require adjustments in staffing levels on a week to week basis.

The Emergency Care Center Patient Care Coordinator or Charge Nurse have a staffing/scheduling guide provided by the Division Director to assist in identifying staffing needs on a shift to shift and day to day basis. The staffing/scheduling guide is developed based on providing efficient, cost-effective and safe patient care in tandem with sufficient qualified personnel. It is the responsibility of the Patient Care Coordinator or Charge Nurse to follow this guide and to assure appropriate staffing levels for their current shift as well as the upcoming shift. In addition, the Patient Care Coordinator or Charge nurse is responsible to assign patient care to RN's and support staff commensurate with patient care needs and the competencies/skills of nursing personnel. Patient care assignments and staffing plans are based on predefined patient care zones which have been determined with consideration of the complexity of nursing care required by each patient placed in that zone.

Staffing Adjustments

During periods of changing census, changes in staffing may be made by the Division Director or designee. There are three general situations that require such adjustments:

1. Scheduled staff may be inadequate to meet required patient needs as a result of high census, high acuity, inappropriate skill mix, and/or unexpected employee absences.
2. Scheduled staff may be in excess of required needs.

3. Emergency staffing situations may exist due to multiple staff illness, external disasters, and/or weather emergencies.

In all cases, the number of persons on duty and the competencies and skill mix of staff must be considered. The Patient Care Coordinator or Charge Nurse add or delete staff based on need and availability of resources. Staffing for weather emergencies and external disasters are handled according to SERH plans for those circumstances.

The following staffing mechanisms may be used when staffing is inadequate to meet required patient care needs:

1. Communication between Patient Care Coordinator or Charge Nurse of each site and floating of staff from one site to the other to meet needs.
2. Use of the Emergency Care Center On Call RN.
3. Calling in staff from the Emergency Care Center telephone roster.
4. Assigning additional hours to part-time staff on an equitable basis.
5. Assigning overtime in the form of additional shifts or working additional hours before or after a scheduled shift. (In general, "double" shifts and shifts greater than 12 hours are to be avoided).

The following may be used when staffing exceeds patient care needs:

1. Re-allocate staff to other departments in lieu of Leave of Service/VTO (Re-Allocation and voluntary time off as per Emergency Care Center staffing guidelines).

Considerations for use of supplementary staff (PRN)

PRN staff is assigned personnel that work on an as needed basis for the Emergency Care Centers. They must be available to work as determined by the Emergency Care Center staffing guidelines but may work more depending on department needs and their availability. PRN personnel must fulfill all mandatory in-services and/or certification requirements.

Work Schedules

The Emergency Care Centers utilize a modular schedule that has been developed by the Division Director of Emergency Services and is maintained by the Emergency Care Center scheduling committee based on specific guidelines provided. The schedule should be posted at least two weeks in advance of the next schedule and should be for a minimum of 6 weeks in length. Staff request for changes are to be submitted and handled according to Emergency Care Center staffing guidelines. All changes in the schedule will be consistent with department staffing requirements and criteria. All schedules will need to be approved by the Division Director or designee prior to posting. Upon approval, a copy of the schedule will be available at both Emergency Care Centers. Changes should be documented on the schedule on an ongoing basis by the Patient Care Coordinator or Charge Nurse at the time of the change. All changes should be communicated to the scheduling committee and Emergency Care Center leadership team via email at the time of

the change.

SERH employees are expected to work alternative hours to meet the needs of the Emergency Care Centers. Upon recommendation of the scheduling team, the Division Director or designee will notify staff of special scheduling needs prior to posting the schedule. Additional assigned hours may be needed to cover vacancies or periods of sustained high census. Voluntary assumption of additional hours is always preferable. Refer to SERH policy on Additional Assigned Hours.

Weekend and Holiday Schedules

Nursing personnel, full-time, part-time, or PRN are expected to work rotations based upon the needs of the department as per Emergency Care Center published staffing guidelines.

Human Resources Policies

See SERH Human Resource policies for Holiday determination, Annual Leave, P.T.O., Leaves of Absence, Attendance, Overtime, Call, Standby Call, Transfers, and Resignation policies.

Hiring

Applicants interested in Emergency Care Center positions complete an application for employment or request for transfer according to the Human Resources Department policies and procedures and in accordance with the Equal Opportunity Act and the Americans with Disabilities Act. Human Resources and the hiring manager will coordinate the interviewing process.

The Division Director of Emergency Services or designee decides whether to extend an offer of employment. Salary is determined based upon experience and in collaboration with the Division Director or designee and Human Resources. Confirmation of employment, scheduling the employee for Employee Health Screening and Hospital Orientation will be completed by Human Resources.

Coordination of the Emergency Care Center orientation schedule is the responsibilities of the Division Director or designee. Department orientation should not begin until the new employee has completed the pre screening and hospital orientation completed by Human Resources.

Graduate Nurses

Graduates of accredited schools of nursing may be hired in the Emergency Care Centers. A graduate nurse may not practice as a nurse until the results of the NCLEX exam are validated. A Graduate Nurse may begin orientation under direct supervision of a qualified Emergency Care Center RN but can not function as an RN until the exam results are known and the nursing license is verified. The exam must be taken within 45 days of beginning employment. If the NCLEX is failed, the graduate nurse may continue employment as a Nurse Technician if the

Division Director has determined that the individual has met the criteria for the 90-day evaluation. The graduate nurse must retake the NCLEX as soon as possible. If the individual passes, he/she may be considered for an available staff nurse position. If he/she fails the second attempt at the exam, the employee may be considered for a non-nursing position in department depending upon availability.

License Validation

It is the responsibility of the Graduate Nurse to provide proof of successfully completing the NCLEX exam. The Human Resources Department and the Vice President and CNO, Patient Care Services, share license validation responsibilities for all licensed staff caring for patients. Updated lists are provided by the Indiana State Department of Health, Health Professions Bureau.

Orientation

All emergency services service employees are required to complete a formal orientation prior to being assigned to independent responsibilities per job description. The length and scope of orientation is dependent upon an individual assessment of previous knowledge, experience, skills, competencies, and current needs. Orientation is planned and facilitated by the Emergency Care Centers Education Coordinator and/or designated preceptors under the direction of the Division Director. The Division Director or designee has ultimate responsibility for staff orientation, evaluation, promotion, development, or termination.

All emergency services employees must complete General Orientation. The curriculum for General Orientation includes all the Mandatory In-services, Human Resource and benefit information, as well as information about SERH that all employees should have prior to beginning department specific orientation per job description. Registered Nurses also complete nurse orientation offered through Staff Education; Nurse Techs complete a nurse tech orientation offered through Staff Education. The curriculum includes core content and skills that all nurses must have regardless of their unit assignment. BLS certification is verified, and those needing to complete are directed to appropriate education resource, with expected completion upon class availability. The remainder of orientation is unit-based consistent with the job description and performance. Emergency Care Center Unit Secretaries complete new employee orientation through Staff Education. Emergency Care Center Technicians must complete an orientation specific to their role prior to working independently on the unit. This will include cross training as a Unit Secretary in the Emergency Care Center.

Orientation Mechanisms

Emergency Care Center orientation is of variable length according to the employee's knowledge and experience.

In general orientation for:

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- A staff RN can range from 4 weeks to up to 12 weeks or longer depending on prior experience.
- Emergency Care Center Technicians range from 4 weeks to 6 weeks depending on prior experience and includes orientation as a unit secretary.
- Orientation for Unit secretaries range from 2-3 weeks.

Adult learning principles are used throughout orientation and on-going staff development.

Methods of instruction include but are not limited to:

- Selected classroom or group instruction.
- Self-study modules.
- Selected reading/video tapes, computer instruction.
- On line applications such as Up to Date and Mosby.
- Supervised clinical experiences – the majority of orientation occurs in this manner.
- Application of knowledge, demonstration and evaluation of skills and competencies, role modeling of professional behaviors and attitudes, and evaluation of communication skills can all be accomplished with these methods.

Emergency Care Center Education Coordinator or designee evaluates the new employee's orientation progress with input from the assigned preceptors. Documentation of progress is either filed in the employee's record in Human Resources or in the departmental employee file.

Note: The Patient Care Coordinator or Charge Nurse should always verify that the assignments for floated staff are within that staff's skill set.

Staff Development

Planning for educational programs is based on:

- Mission and goals of SERH.
- Results of Performance Improvement and Quality Assessment activities.
- Identified learning needs for staff through formal and informal unit based needs assessment.
- Findings from problem solving teams.
- Medical staff input.
- Input from Emergency Care Center Teams: Clinical Practice Committee, Education Team, Operations Team and Coordinating Team.
- Input from nursing committees: Clinical Practice Committee, Education Coordinators, and Nursing Leadership.
- Emergency Nurses Association initiatives.
- New programs and services.
- New technology.
- Formal programs, including but not limited to BLS, ACLS, PALS, TNCC.

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Education is provided for staff to enrich their knowledge and skills to enhance quality patient care. The Emergency Care Center Education Coordinator helps prioritize learning needs, encourage collaboration across like disciplines or units, and assist in planning and implementing programs. Documentation of attendance at the variety of staff development offerings is kept by the Emergency Care Center Education Coordinator and/or included in Learning Compass educational transcript.

Every employee is responsible and accountable for maintaining knowledge and competencies required for their job(s). It is expected that each employee be committed to continue learning. A variety of professional educational materials is available to all staff. Staff education and professional development is supported in many ways, which may include tuition reimbursement, monies budgeted for outside conferences/workshops and certification fee reimbursement.

Volunteers

See Nursing Administration Structure Standard IV—Staffing and Education, #6101-II-04.

Clinical Affiliations

See Nursing Administration Structure Standard IV—Staffing and Education, #6101-II-04.

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APPROVAL

Division Director, Emergency Department

Assistant Vice President, Clinical Services

Vice President and Chief Nursing Officer

**FRANCISCAN ST. ELIZABETH HEALTH
LAFAYETTE, IN
INTENSIVE CARE UNITS**

NUMBER:	6401-II-04	DATE:	November 5, 2001
DEPARTMENT:	Intensive Care Units	REVISED:	December 9, 2010
REPLACES PROCEDURE #:	6401-II-04 (12/10)	REVIEWED:	

INTENSIVE CARE UNIT STRUCTURE STANDARD IV – STAFFING

PURPOSE: To establish the standards by which nursing staff is utilized and competencies determined within the Intensive Care Units at Franciscan St. Elizabeth Health.

**GENERAL
INFORMATION:** N/A

PERSONNEL: Intensive Care Unit Staff

EQUIPMENT: N/A

PROCEDURE:

ICU STAFFING PATTERNS

Staffing in the ICU is generally 1:2 (nurse: patient) but may be 1:1 or 1:3, based on patient acuity, nurse experience, ancillary support staff available, etc. Minimal staffing is 2 code blue RN's. Ancillary staff is scheduled on most days from 6am-2am. RN's and ancillary staff adjustments will be made throughout each shift to meet high and low census or acuity. This staffing pattern is consistent with the American Association of Critical Care Nurses position statement on patient-focused care.

Level I: Patients assigned to Level I indicate care being provided at a 1:1 ratio within the ICU. An example of this patient may be one with a new ICP or a patient with CRRT. Nursing interventions are done a minimum of every 1 hour.

Level II: Examples of patients in a level II category who meet criteria for a nurse/patient ratio of 1:2 may include:

- Invasive hemodynamic monitoring
- ICP with drain stable
- Continuous monitoring
- Acute intubation
- Ventilated patient
- Initial ventilator weaning
- Nursing interventions at least every 1-2 hours.

Level III Step Down:

This criteria subset covers Intermediate level of care:

- Continuous cardiac monitoring
- Tracheostomy patient with stable blood gases
- Nursing interventions at least every 2-4 hours
 - Hemodynamic stability
 - Respiratory stability
 - Surgical wound care
 - IV drips not titrated
 - Rhythm disturbances being treated with PO meds (or IV medication not being titrated)
 - Patients who require assistance with meals (PO or tube feedings)
 - Patients who require assistance with ambulation
 - Patients who require frequent pain management

Level IV Over flow patients: These criteria cover acute patients who may not be able to be moved due to lack of bed availability elsewhere. Patients, who are hemodynamically stable, require interventions no more than every 4-8 hours, and who are not receiving any vasoactive agents are appropriate for telemetry monitoring at the acute care level.

ICU SCHEDULING PRACTICES

The scheduling of ICU staff is based upon the patient census and acuity.

- I. Staff works variable shifts to accommodate patient care. Minimum staffing is two code blue certified RN's, exceptions approved by Division Director.
- II. There must be at two Code Blue Management competent RN on duty at all times.
- III. 6-week work schedules will be posted within a week prior to the effective date.
 - A. All weekend option, part time, and full time employees are assigned to a weekend rotation and a holiday rotation schedule.
 - B. Weekend option
 1. If the holiday falls on a weekend and is NOT their holiday, they are not expected to work it. They are however, expected to make up a day during the week so they can get hours. If their assigned holiday falls during the week... they are expected to work that holiday and then are allowed to take one of the days off on the weekend if they desire.

- C. Any absences on weekend shifts may need to be made up this is at the Division Director's discretion. This make up time would occur within six weeks of the missed weekend shift.
- D. Schedule will be done by staff on their respective shift following ICU scheduling practices and staffing patterns.
- E. All staff will be assigned either to work East ICU, central ICU or to float which means they will need to call prior to their shift to see which campus they will be working on for that day.
 - 1. Each shift will assist to provide fair coverage to all shifts.
 - 2. No more than four 12-hour shifts in a row should be scheduled (unless approved by Division Director).
 - 3. Written requests for more than 5 days off in a row need to be submitted to Division Director to provide fair scheduling to all staff.
- F. After schedule is posted, employee needs to negotiate trades and request change with PCC or Department Director.

IV. Floating of Staff

- A. Staff will float between like units as needed.
 - 1. Unit Management is responsible for informing Nursing Administration of staffing patterns.
 - 2. Low Census Day (LCD)
- B. Changes in work schedules required by low census are mandatory and are done on a rotational basis. Prior to giving a LCD to staff the needs in the other critical care units will be assessed and staff will be floated to help meet the needs of that critical care unit. You may offer your LCD to someone else who desires a LCD.
 - 1. The person taking LCD may be placed on call for the Intensive Care Unit if necessary; if called in for 6 or more hours, the day is counted as a worked day.
 - 2. Floating and LCD will be rotated among the staff. Floating and LCD will be individually tracked on a log.
- C. If unable to reach the person whose turn it is for LCD two hours prior to shift start, that person may be sent home when they arrive for work.
- D. Staff will float to other critical care unit on a rotational basis as needed.
- E. PCC's will not be required to float unless there are two scheduled for the same shift.

V. Extra Shifts

- A. Staff is encouraged to sign up for extra shifts when normal staffing patterns are not met or patient care needs exceed scheduled staff.

- B. Division Director or designee must authorize extra shifts and scheduled overtime.
- C. Extra shifts in conjunction with low census day.
If a staff member is scheduled extra and census is low, that person will be placed on call or called off first.
- D. Regularly scheduled hours are to be scheduled prior to extra shift assignment on upcoming schedules.
- E. PRN staff will submit their availability by posted date on unit. If no availability is given, PRN staff will be assigned according to the staffing needs of the unit.
- F. The following staffing mechanisms may be used when staffing is inadequate to meet required patient care needs:
 - 1. Use of in-house resource team.
 - 2. Assignment of PRN staff.
 - 3. Floating of staff between like departments or in clusters to utilize similar competencies and skills (Critical Care) The competencies and skills of the staff to be floated must match the patient care needs of the unit that will be using floated staff. When an employee floats to another department, the time worked is assigned to that department.
 - 4. Assigning additional hours to part-time and full-time staff equitable per department procedure/nursing procedure.
 - 5. Assigning overtime in the form of additional shifts or working additional hours before or after a scheduled shift. In general, “double” shifts and shifts greater than 12 hours are to be avoided. Department/Division Directors, Nursing Supervisors, and/or Clinical Directors have the authority to approve overtime or additional hours.

VI. Vacation Policy

- A. All requests must be approved by department director.
- B. Requests for time off needs to be submitted 6-12 weeks prior to needed time off.
- C. Requests will be honored as long as the unit’s minimum staffing requirement is met.
- D. Typically PTOdays/vacations are limited from Thanksgiving through January 1. If one is approved, it shall be no more than one week.
- E. If staff request time off on normally scheduled weekend or holiday, that staff member must find their own replacement before the schedule is completed.

VII. PRN Nurses

All PRN staff must work at least 12 hours in each calendar month.

ICU METHODOLOGY OF CARE

I. Patient Safety

Bedside electrocardiograph, non-invasive and invasive pressures, SpO₂, and ventilator alarms will be on at all times unless a physician orders otherwise.

II. Traffic Control on unit

- A. Only personnel assigned to the unit or having patient-related concerns should be in the unit.
- B. Visitors are to check in with the Unit Secretary at the desk.
- C. Visitors should be limited to family/significant others. Family members/patients may approve others to visit. Families will be notified of visiting hours upon admission to the unit.
- D. Children may visit with the consent of the nurse caring for the patient during their shift. This permission is given after discussion with the patient/family. The patient/family is informed that this is not a routine or frequently repeated event.
- E. Access is limited in order to regulate traffic, including visitors, and in the interest of infection control.

III. Patients are transported out of the unit for services only when those services cannot be brought to the patient's bedside.

- A. Patients are to be transported with the appropriate personnel, monitors and oxygen, as the patient would receive within ICU.
- B. A nurse will be in attendance with all Level 1 and 2 patients or unless physician directs otherwise. Level III patients do not need a nurse to accompany them.
- C. Patients who have transfer orders to regular floor of the hospital do not require a nurse to accompany them.

ICU COMPETENCIES

All staff are required to complete the following competencies within 2 year of ICU hire, for experience RN it should be less. ACLS needs to be completed for all RN's within one year of employment. PALS certification needs to be completed by the end of the second year of employment. Code Blue certification needs to be completed by the end of the second year of employment.

Each staff nurse is then required to follow the schedule outlined by Education Coordinator to maintain specific competencies each year.

- Attend the basic EKG class and pass the final test with a score of at least 90%. Individuals

Title: Intensive Care Unit Structure Standard IV – Staffing

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may test out.

- Arterial Lines: Assist with insertion, set-up monitoring system, daily care of the catheter, and removal of the catheter.
- Swan-Ganz Catheter: Assist with insertion and or mock demonstration, set-up hemodynamic monitoring system, discuss and or demonstrate daily care of the catheter, removal of the catheter, cardiac output, and hemodynamic and oxygenation profile and appropriate documentation.
- Temporary Pacemaker: Assist with mock demonstration.
- Care of the Ventilator Patient: Assessment of the ventilator; daily care, extubation (planned and unplanned), ABG analysis, suctioning guidelines and measures to prevent VAP and correct clinical documentation.
- Care of the neuro patient: Assessment and ICP monitoring and appropriate clinical documentation.
- Care of Renal Accesses: Assist with insertion of catheters including PD and the exchange procedure documentation and troubleshooting; CRRT and accessing dialysis catheters and appropriate documentation.
- Pharmacology test: Pass with a score of at least 80%. Must have 100% on calculation problems.

Title: Intensive Care Unit Structure Standard IV – Staffing
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APPROVAL

Division Director, Intensive Care Unit

Clinical Director, Medicine Services

Vice President and Chief Nursing Officer

APPLICATION FOR "IN THE ACS VERIFICATION PROCESS" LEVEL III TRAUMA
CENTER STATUS

SECTION 22

Commitment by Governing Body, Medical Staff

There are separately written commitments by hospital governing body and medical staff to establish Level III Trauma Center and to pursue verification by American College of Surgeons within 1 year of application to achieve 2 years granting of "in the ACS verification process" status.

This documentation includes recognition by the hospital that if it does not pursue verification within 1 year of application and/or does not achieve ACS verification within 2 years of the granting of "in the ACS verification process" status, hospital's "in the ACS verification process" status will be revoked, become null and void, and have no effect.

Franciscan St. Elizabeth Health
Lafayette, Indiana

July 15, 2013

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CORPORATE OFFICE
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Crown Point

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Dyer

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ST. MARGARET HEALTH
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FRANCISCAN
ST. FRANCIS HEALTH
Indianapolis

FRANCISCAN
ST. FRANCIS HEALTH
Mooreville

FRANCISCAN
PHYSICIANS HOSPITAL, LLC
Munster

ATTN: Mara Snyder
Legal & Code Services
Indiana Department of Homeland Security
302 West Washington Street, Room W246
Indianapolis, IN 46204

Indiana State Trauma Care Committee:

Subject: Application for hospital to be designated "In the ACS Verification Process"

The Medical Staff Executive Committee of Franciscan St. Elizabeth Health • Lafayette East supports the establishment of a Level III trauma center. It is our understanding that a favorable approval recommendation from the EMS Commission will allow any EMS Provider to take trauma patients to this facility, thus, providing Franciscan St. Elizabeth Health • Lafayette East the opportunity to receive the patients necessary to demonstrate a track record of excellent trauma care.

Furthermore, the Medical Staff Executive Committee, understands that if the hospital does not pursue verification within one (1) year of the application and/or does not achieve ACS verification within two (2) years of the granting of "In the ACS Verification Process" status, that the hospital's "In the ACS Verification Process" status will immediately be revoked, become null and void and have no effect whatsoever.

The statement acknowledges the commitment to provide specialty care as required to support optimal care of trauma patients. Thank you for your consideration of this application.

Respectfully



Marc J. Estes, M.D.
Medical Staff President
Franciscan St. Elizabeth Health • Lafayette East

MJE/cjk

FranciscanAlliance.org

CRAWFORDSVILLE
1710 Lafayette Road
Crawfordsville, IN 47933
PH: 765 362 2800

LAFAYETTE CENTRAL
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Lafayette, IN 47904
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ATTN: Mara Snyder
Legal & Code Services
Indiana Department of Homeland Security
302 West Washington Street, Room W246
Indianapolis, IN 46204

Indiana State Trauma Care Committee:

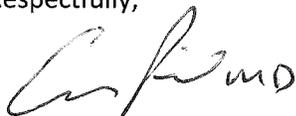
Subject: Application for hospital to be designated "In the ACS Verification Process"

The Franciscan Alliance Western Indiana Region Board of Directors endorses the establishment of a Level III trauma center at Franciscan St. Elizabeth Health • Lafayette East. It is our understanding that a favorable approval recommendation from the EMS Commission will allow any EMS Provider to take trauma patients to this facility, thus, providing Franciscan St. Elizabeth Health • Lafayette East the opportunity to receive the patients necessary to demonstrate a track record of excellent trauma care.

Furthermore, the Board of Directors understands that if the hospital does not pursue verification within one (1) year of the application and/or does not achieve ACS verification within two (2) years of the granting of "In the ACS Verification Process" status that the hospital's "In the ACS Verification Process" status will immediately be revoked, become null and void and have no effect whatsoever.

The Board commits to maintain the high standards needed to provide optimal care of all trauma patients. Thank you for the consideration of this application.

Respectfully,



Casey L. Pickerill, M.D.
Chairman, Board of Directors
Franciscan Alliance Western Indiana Region

CLP/cjk

A motion was made, seconded and passed by the Board of Directors to endorse FSEH • Lafayette submitting a Trauma Level 3 application to the State of Indiana.

Adjournment

There being no further business, the meeting at adjourned at 2:30 p.m.

Respectfully submitted,
Sr. Marlene Shapley, O.S.F.
Board Secretary

cjk