GOVERNMENT OF THE DISTRICT OF COLUMBIA DEPARTMENT OF HEALTH HEALTH REGULATION ADMINISTRATION

STATEMENT OF DEFICIENCIES AND PLAN OF CORRECTION

NAME OF FACILITY:	DATE of INSPECTION
Washington Surgery Center	May 31, 2013
STREET ADDRESS:	141ay 51, 2015
2112 F Street, NW, #400	
Washington, DC 20037	
SUMMARY OF DEFICIENCIES NOTED BY	PROVIDER'S PLAN OF CORRECTION WITH
SURVEYING AGENCY	TIME TABLE
An annual licensure survey was conducted on May 31, 2013. The following deficiencies are based on observations, record and document reviews, and staff interviews.	Please start typing your responses here.
D.C. Law 2-66, Title II - V	
Title III Center Administration and Management Section 306 Clinical Record	
 (a) Accurate and complete clinical records shall be maintained for each patient and shall include: Patient identification; Admitting information including patient history and physical examination Signed informed consent; Signed and dated physician orders; Laboratory tests, pathologist's report of tissue, and radiologist's report of x-rays as indicated by good medical practice; Anesthesia record; Operative record; Surgical medication and medical treatment; Recovery room notes; Physician/nurse' progress notes; 	\$3 Americans United
1	for Life

(11) Condition at time of discharge;

(12) Patient instructions.

This STANDARD is not met as evidenced by:

A. Based on record review and staff interview for four (4) of 13 sampled patients, it was determined that clinic staff failed to accurately and consistently assess patients utilizing the "Physical Status Classification System" in accordance with the facility's practice and American Society of Anesthesiologists (ASA) guidelines. Patients' #1, 5, 7, and 11.

The findings include:

"Trimester" as defined by Stedman's Medical Dictionary, 26th Edition: a period of three (3) months; one-third of the length of a pregnancy. Pregnancy is divided into three trimesters, each a 3-month period. The first trimester last from week one (1) through week 12; the second trimester last from week 13 through week 26; lastly the third trimester lasts from week 27 through week 40.

"ASA Physical Classification System" as defined by the American Society of Anesthesiologists (ASA)is as follows: "ASA Physical Status 1 is representative of a normal healthy patient; ASA Physical Status 2is a patient with mild systemic disease; ASA Physical Status 3 is a patient with severe systemic disease; ASA Physical Status 4 is a patient with severe systemic disease that is a constant threat to life..."http://www.asahq.org

The Physical Classification System as utilized by the facility was defined as follows:

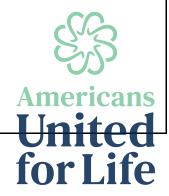
Physical Status I represents a young individual with no medical conditions, no co-morbidities or past medical history. The Physical Status Classification

RECTIFIED

All this patients were discharge at the time of survey, unfortunately no changes or alterations can be done to forms retroactively.

As 06/01/2013, all current charts are audit immediately to be sure that the correct classifications are identified and all blanks are fill correctly.

Conference was held with the Certified Registered Nurse Anesthetist (CRNA) to have a full review and completion of the anesthesia form accordantly for each patient. Although at this dates a different anesthetist was on duty. In the future a conference will be held with the interims to be sure that they will understand the importance of the review and completion of forms accordantly.



changes from I to II because the clients that are seen in the clinic are pregnant as well as the type of procedure being performed qualifies all of the patients as a Class II.

This data was obtained during a telephone interview with the Certified Registered Nurse Anesthetist (CRNA) in the presence of the Clinic Administrator on May 31, 2013 at approximately 4:12 PM.

1. Patient #1 was evaluated on April 16, 2013 to have an abortion at 25 wks (weeks) [second trimester abortion]. The patient's gestational age was determined to be 25 weeks based on the Last Menstrual Period (LMP). Iron Deficiency Anemia was listed as a medical condition on the admission form.

Patient #1's second trimester abortion was performed on April 18, 2013. The anesthesia record revealed the patient's Physical Status to be Class I. However, in the ASA Class section on the same form, Class II was circled [also indicating the physical status].

There was no evidence facility staff accurately documented the physical status for Patient #1.

2. Patient #5 was evaluated on April 9, 2013 to have an abortion at 21 weeks [second trimester abortion]. The gestational age was determined to be 21 weeks based on the LMP. It was noted on the admission form that the patient was an Insulin Dependent Diabetic being managed on, "Humalog throughout day" via an insulin pump.

Patient #5's second trimester abortion was performed on April 11, 2013. The anesthesia record revealed the patient's Physical Status to be Class I. However, in the ASA Class section on the same form, Class II was circled [also indicating the physical status].

There was no evidence that the anesthesia record was

RECTIFIED

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Conference was held with the Certified Registered Nurse Anesthetist (CRNA) to have a full review and completion of the anesthesia form accordantly for each patient. Although at this dates a different anesthetist was on duty. In the future a conference will be held with the interims to be sure that they will understand the importance of the review and completion of forms accordantly.



accurately completed for Patient #5.

3. Patient #7 was evaluated on May 20, 2013 to have an abortion at 24 weeks [second trimester abortion]. The gestational age was determined to be 24 weeks based on the LMP, however there was no date listed on the admission form next to, "First day of last period". The admission form indicated that the patient had a history of Asthma.

On May 22, 2013 the patient underwent a second trimester abortion. The anesthesia record revealed that the patient's Physical Status was classified as Class II. However, the preprinted section on the same form labeled "ASA Class I (or) II" remained blank; neither of the options were selected.

Furthermore, the anesthesiologist failed to define the procedure as a second (2nd) Trimester abortion by vacuum aspiration. The preprinted section of the form labeled "1st Trimester Abortion by Vacuum Aspiration" was followed by the words "24 wk (weeks)," written alongside it.

4. Patient #11 was evaluated on May 19, 2010 to have an abortion at 17 wks [second trimester abortion].

A review of the Patient's Medical History section of the form revealed the following: "First day of last period-12/28/09; Number of previous pregnanciesseven (7); Number of previous miscarriages-five (5), other operations or hospitalizations: Uterine septum resection (10/07), and further comments about menstrual cycles or pregnancies: "Antiphospholipid Antibody Disorder [autoimmune disorder], Second birth had a placental abruption [complication of pregnancy, wherein the placental lining has separated from the uterus of the mother], was on lovenox [anticoagulant therapy] up until this past Sunday (May 16, 2010) and aspirin."

On May 20, 2013, Patient #11's second trimester abortion was performed. The anesthesia record

RECTIFIED

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Conference was held with the Certified Registered Nurse Anesthetist (CRNA) to have a full review and completion of the anesthesia form accordantly for each patient. Although at this dates a different anesthetist was on duty. In the future a conference will be held with the interims to be sure that they will understand the importance of the review and completion of forms accordantly.



revealed the patient's physical status was identified as Class I. The ASA Class section on the same form was recorded as a Class I

There was no evidence, given the patient's medical history and the guidance for the ASA Physical Status Classification system, that Patient #11's physical status was accurately assessed.

Additionally, the signed consent form entitled, "Second Trimester Surgical Abortion Addendum to Authorization and Informed Consent" was not dated.

The patient record revealed an untitled form/sheet that described the patient's cost and other medical information. A section of the form titled "Allergies" included a written word with marks lined through multiple times making the word illegible.

There was no evidence that clinic staff used the professionally accepted standard to correct a documentation error in the medical record.

Correction of documentation errors, according to The American Health Information Management Association (AHIMA) Part 5 titled Legal Documentation Standards, Section 3 – Legal Guidelines For Handling Corrections, Errors, Omissions, and Other Documentation Problems stipulates... "SLIDE" procedure for correction of entry errors: "Single Line, Initial, Date and note Error on the inaccurate information. Then enter correct information."

A telephone interview was conducted on May 31, 2013 at approximately 4:12 PM with the Certified Registered Nurse Anesthetist (CRNA) in the presence of the Clinic Administrator.

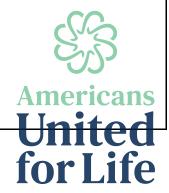
The CRNA was queried as to how patients were classified for anesthesia. The CRNA identified the process that was utilized to determine the physical status class system of patients in the clinic (this data is also included at the introduction of this citation). The differences between the two classes are as follows: A young individual with no medical

RECTIFIED

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As 06/01/2013, all current charts are audit immediately to be sure that the correct classifications are identified and all blanks are fill correctly.

Conference was held with the Certified Registered Nurse Anesthetist (CRNA) to have a full review and completion of the anesthesia form accordantly for each patient. Although at this dates a different anesthetist was on duty. In the future a conference will be held with the interims to be sure that they will understand the importance of the review and completion of forms accordantly.



conditions, no co-morbidities or past medical history is typically classified as Class I. The classification changes from Class I to Class II, because the clients that are seen in the clinic are pregnant as well as the type of procedure being performed qualifies all of the patients as a Class II. When asked would all of the clients be considered a Class II, his/her response was that they would all be a Class II for the reasons previously mentioned.

The records reviewed lacked evidence that the CRNA consistently and/or accurately classified the physical status of patients accordingly.

Additionally, there were inconsistencies identified in the documentation of patient records as it relates to completion of medical data, the dating of a consent form and the correction of an error.

B. Based on record review and staff interview for three (3) of 13 patients, it was determined that clinic staff failed to document the correct procedure performed on the anesthesia record. Patients' #2, 3 and 4.

The findings include:

1. Patient #2 was evaluated on February 26, 2013 to have an abortion at 22 weeks and 4 days [second trimester abortion]. The gestational age was determined to be 22 weeks based on the LMP.

Patient #2's second trimester abortion was performed on February 28, 2013. The anesthesia record had the procedure documented as a first trimester abortion by vacuum aspiration.

There was no documented evidence that clinic staff identified the correct procedure performed for Patient #2.

2. Patient #3 was evaluated on March 12, 2013 to

RECTIFIED

All this patients were discharge at the time of survey, unfortunately no changes or alterations can be done to forms retroactively.

As 06/01/2013, all current charts are audit immediately to be sure that the correct classifications are identified and all blanks are fill correctly.

Conference was held with the Certified Registered Nurse Anesthetist (CRNA) to have a full review and completion of the anesthesia form accordantly for each patient. Although at this dates a different anesthetist was on duty. In the future a conference will be held with the interims to be sure that they will understand the importance of the review and completion of forms accordantly.

Monitoring for completion of the forms are being done daily to assure accuracy of anesthesia and patient records are done properly.

RECTIFIED

Retroactively the forms cannot be altered or change. All this patients were discharge at the time of survey and no longer coming back to the clinic.

For patients that can be affected by this situation as 06/01/2013, we will make extra effort to help patient to fill all blanks.



have an abortion at 25 weeks [second trimester abortion]. The gestational age was determined to be 25 weeks based on the LMP.

Patient #3's second trimester abortion was performed on March 14, 2013. The anesthesia record had the procedure documented as a first trimester abortion by vacuum aspiration.

There was no documented evidence that clinic staff identified the correct procedure performed for Patient #3.

3. Patient #4 was evaluated on March 12, 2013 to have an abortion at 23 weeks [second trimester abortion]. The gestational age was determined to be 23 weeks based on the LMP.

Patient #4's second trimester abortion was performed on March 14, 2013. The anesthesia record had the procedure documented as a first trimester abortion by vacuum aspiration.

There was no documented evidence that clinic staff identified the correct procedure performed for Patient #4.

A face-to-face interview was conducted with the clinic administrator on May 31, 2013 at approximately 4:00 PM. He/she reviewed the Anesthesia records referenced above and verified the aforementioned findings. The records were reviewed on May 31, 2013.

C. Based on record review and staff interview for six (6) of 13 sampled patients, it was determined that clinic staff failed to ensure that medical history forms were completed in their entirety for six (6) patients. Patients' #1, 4, 7, 8, 9, and 10.

The findings include:

1. Patient #1 was evaluated on April 16, 2013 to have

RECTIFIED

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For patients that can be affected by this situation as 06/01/2013, we will make extra effort to help patient to fill all blanks

The counselor (RN) will go over the forms with patient at the time of education session, to review the personal and medical history and be sure, all blanks are fill accordantly.

RECTIFIED

Retroactively the forms cannot be altered or change. All this patients were discharge at the time of survey and no longer coming back to the clinic.

For patients that can be affected by this situation as 06/01/2013, we will make extra effort to help patient to fill all blanks.



an abortion at 25 weeks [second trimester abortion].

A review of the "Patient's Medical History" section of clinical record revealed the following pre-printed queries remained blank: "Was it [the last menstrual cycle] shorter or scantier? Number of days between cycles... Other operations or hospitalizations, and further comments about menstrual cycles or pregnancies and what, if any contraceptive (methods of birth control) do you use?"

The clinic staff failed to accurately document the "Patient's Medical History" as evidenced by inconsistently responding to questions on the form.

2. Patient #4 was evaluated on March 12, 2013 to have an abortion at 23 weeks [second trimester abortion].

A review of the "Patient's Medical History" section of clinical record revealed the following pre-printed queries remained blank: "First day of last period (the last menstrual cycle), Was it shorter or scantier? Other operations or hospitalizations, and further comments about menstrual cycles or pregnancies and what, if any contraceptive (methods of birth control) do you use?"

The clinic staff failed to accurately document the "patient medical history" as evidenced by inconsistently responding to questions on the form.

3. Patient #7 was evaluated on May 20, 2013 to have an abortion at 24 wks [second trimester abortion].

A review of the "Patient's Medical History" section of clinical record revealed the following pre-printed queries remained blank: "First day of last period (the last menstrual cycle), Was it shorter or scantier? Other operations or hospitalizations, and further comments about menstrual cycles or pregnancies and what, if any contraceptive (methods of birth control) do you use?"

RECTIFIED

Retroactively the forms cannot be altered or change. All this patients were discharge at the time of survey and no longer coming back to the clinic.

For patients that can be affected by this situation as 06/01/2013, we will make extra effort to help patient to fill all blanks.



The clinic staff failed to accurately document the "patient medical history" as evidenced by inconsistently responding to questions on the form.

4. Patient #8 was evaluated on October 4, 2012 to have an abortion at 23 wks [second trimester abortion].

A review of the "Patient's Medical History" section of clinical record revealed the following pre-printed queries remained blank: "First day of last period (the last menstrual cycle), Was it shorter or scantier? Other operations or hospitalizations, and further comments about menstrual cycles or pregnancies and what, if any contraceptive (methods of birth control) do you use"

The clinic staff failed to accurately document the "patient medical history" as evidenced by inconsistently responding to questions on the form.

5. Patient #9 was evaluated on December 27, 2012 to have an abortion at 25 wks [second trimester abortion].

A review of the "Patient's Medical History" section of clinical record revealed the following pre-printed queries remained blank: "First day of last period (the last menstrual cycle), Was it shorter or scantier? Other operations or hospitalizations, and further comments about menstrual cycles or pregnancies and what, if any contraceptive (methods of birth control) do you use"

The clinic staff failed to accurately document the "patient medical history" as evidenced by inconsistently responding to questions on the form.

6. Patient #10 was evaluated on May 11, 2013 to have an abortion at seven (7) weeks and three (3) days

RECTIFIED

Retroactively the forms cannot be altered or change. All this patients were discharge at the time of survey and no longer coming back to the clinic.

For patients that can be affected by this situation as 06/01/2013, we will make extra effort to help patient to fill all blanks.

The counselor (RN) will go over the forms with patient at the time of education session, to review the personal and medical history and be sure, all blanks are fill accordantly.

RECTIFIED

Retroactively the forms cannot be altered or change. All this patients were discharge at the time of survey and no longer coming back to the clinic.

For patients that can be affected by this situation as 06/01/2013, we will make extra effort to help patient to fill all blanks.



[first trimester abortion].

A review of the "Patient's Medical History" section of clinical record revealed the following pre-printed queries remained blank: "First day of last period (the last menstrual cycle), Was it shorter or scantier? Other operations or hospitalizations, and further comments about menstrual cycles or pregnancies and what, if any contraceptive (methods of birth control) do you use"

The clinic staff failed to accurately document the "patient medical history" as evidenced by inconsistently responding to questions on the form.

A face-to-face interview was conducted with the Clinic Administrator on May 31, 2013 at approximately 4:00 PM. He/she reviewed the clinical records referenced above and verified the aforementioned findings. The records were reviewed on May 31, 2013.

Title IV Section 401 Center Equipment and Maintenance

(a) Provisions of: ...2) Adequate monitoring equipment, oxygen, and related items available in surgical and post operative recovery. 3) Cardiac-pulmonary resuscitation equipment.

This STANDARD is not met as evidenced by:

A. Based on observations made during the environmental tour on May 31, 2013 from 11:00 to 2:00 PM, it was determined that facility staff failed to provide a functional and sanitary environment as evidenced by one (1) of three (3) examination tables that was unsecure with missing screws and in need of repair.

RECTIFIED

Retroactively the forms cannot be altered or change. All this patients were discharge at the time of survey and no longer coming back to the clinic.

For patients that can be affected by this situation as 06/01/2013, we will make extra effort to help patient to fill all blanks.



The findings include:

One (1) of three (3) examination tables was missing five (5) screws from the frame. The table was not stable or secure to ensure patient safety.

These observations were made in the presence of Employee #1 who acknowledged and confirmed the findings at the time of the observations.

B. Based on observations of the medication storage areas on May 31, 2013 from 11:00 AM to 2:00 PM, it was determined that center staff failed to store medications safely as evidenced by medications and laboratory biological agents that were stored in the same refrigerator.

The findings include:

Multi-dose vials of medications were observed comingled with laboratory biological agents stored in one (1) of one (1) operational refrigerator.

The following medications were stored in the refrigerator:

Succinylchole (Anectine 200mg/ml) - nine (9) unopened vials

Rho (D) Immune Globulin (Human) - two (2) vials Famotidine Injection 20mg/2ml- 48 unopened vials Methergine 0.2mg/ml- 11 ampules

Rocuronium Bromide Inj- 10mg/ml- two (2) unopened vials

Anectine 200mg/10ml- one (1) unopened vial

The following laboratory biological agents were observed comingled in the same refrigerator with the aforementioned medications:

Immuno RPR (reagent for testing RPR) Immunocept- D (Pregnancy Test) Anti D Reagent (RH Reagent)

RECTIFIED

This citation was corrected immediately; late on 5/31/2013,a carpenter was call to fix the loose/replace screws from tables.

All tables will be check for loose screws or malfunctioning after every patient to ensure that the tables are secure.

RECTIFIED as of 5/29/2013

The medication were storage in this refrigerator because the refrigerator assigned to storage medications get broken the day before the inspection took place. The old refrigerator was showed to inspector to assure that she saw the old refrigerator was for disposal. A copy of the new refrigerator order form was given to surveyor with estimated date of delivery. We are fully aware that this is not the proper way to storage medications, however we were attempting to prevent medications to expire due to un proper temperatures.

No other refrigerators were affected. We will continue with annual preventive maintenance.

RECTIFIED as of 5/29/2013

The medication were storage in this refrigerator because the refrigerator assigned to storage medications get broken the day before the inspection took place. The old refrigerator was showed to inspector to assure that she saw the old refrigerator was for disposal. A copy of the new refrigerator order form was given to surveyor with estimated date of delivery. We are fully aware that this is not the proper way to storage medications, however we were attempting to prevent medications to expire due to un proper temperatures.

No other refrigerators were affected. We will continue with annual preventive maintenance.



Anti D Reagent Control (Rh Control Reagent) Hematachek (Hematocrit Control)

Facility staff failed to safely store medications as evidenced by the comingling of medications with biological agents which poses a potential for contamination from the biologic products.

These observations were made in the presence of the center administrator, who acknowledged and confirmed the findings.

C. Based on the observation of four (4) of 7 multidose vials of medications stored in the locked controlled substance box in the medication refrigerator on May 31, 2013 at 11:00 AM, it was determined that center staff failed to label the vials as to identify the date that the vials were opened.

The findings include:

Multi-dose vials were observed stored in the locked controlled substance box in the refrigerator without evidence of a label to identify the "open" date. Subsequently, staff would not be able to determine the "use by" date in the absence of an "open" date.

- 1. One (1) of three (3) multiple dose vials of Midazolam 10mg/10ml Injection was opened with no date or time.
- 2. One (1) of one (1) vial of Lidocaine 1%-10mg/ml was opened with no date or time.
- 3. One (1) of one (1) multi dose vial of Labetalol Hydrochloride Injection- 100mg/20ml was opened without a label to reflect the date or time.
- 4. One (1) of one (1) multi dose vial of Esmolol Hydrochloride Injection was opened without a label to reflect the date or time.

These observations were made in the presence of the

RECTIFIED as of 5/29/2013

The medication were storage in this refrigerator because the refrigerator assigned to storage medications get broken the day before the inspection took place. The old refrigerator was showed to inspector to assure that she saw the old refrigerator was for disposal. A copy of the new refrigerator order form was given to surveyor with estimated date of delivery. We are fully aware that this is not the proper way to storage medications, however we were attempting to prevent medications to expire due to un proper temperatures.

No other refrigerators were affected. We will continue with annual preventive maintenance.

RECTIFIED

This medications were discarded immediately in presence of surveyor; a conference was held on 6/01/2013 with a CRNA to be sure that the vials are been label with date of opening and initials of the person opening.



center Administrator who acknowledged and confirmed the findings at the time of the observations.

Title IV Section 402 Environmental Health Standards

- a) Persons responsible for maintenance of the physical plant, including housekeeping shall be specifically indentified.
- b) Treatment rooms shall have a minimum clear floor area sufficient to permit removal of patients by stretcher. A lavatory or sink with hand washing facility with controls appropriate for mode of sterility technique used by the facility shall be provided.
- c) Illumination should provide at least the equivalent of 100 foot candles of light at the examining table as well as in the surgical area.
- d) There shall be a preventive maintenance program for mechanical equipment and medical devices. This program of prevention maintenance should include but is not limited to regularly scheduled inspection of medical equipment.
- e) There shall be convenient hand washing facilities and/or necessary control valves to minimize the potential of cross contamination.
- f) An environmental monitoring program which shall include environmental surveillance and infection surveillance shall be established and followed routinely.

This STANDARD is not met as evidenced by:

A. Based on observations made during the environmental tour on May 31, 2013 from 11:00 to 2:00 PM, it was determined that facility staff failed to provide a functional and sanitary environment as

RECTIFIED

This medications were discarded immediately in presence of surveyor; a conference was held on 6/01/2013 with a CRNA to be sure that the vials are been label with date of opening and initials of the person opening.



evidenced by: one (1) of one (1) gurney that was observed without brakes and not functioning as intended and the top surface of one of (1) emergency cart was covered with a rust-like substance.

The findings include:

- 1. One (1) of one (1) gurney in the recovery room was observed without brakes.
- 2. The top surface of one (1) of one (1) emergency cart located in examination room #1 was observed covered with a rust-like substance.

These observations were made in the presence of Employee #1 who acknowledged and confirmed the findings at the time of the observations.

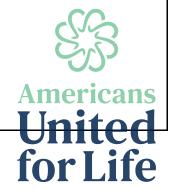
RECTIFIED AS 6/01/2013

Brakes were installed to the gurney, no other gurneys were affected.

RECTIFIED AS 06/01/2013

Upon a close look, the enamel of the surface has been removed due to the use of disinfectant wipes that are used for cleaning. No rust was found.

New layer of paint was applied, we will continue to monitor for wear and tear.



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Maria Barrera 11/18/2013	
Provider's Signature	 Date
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GOVERNMENT OF THE DISTRICT OF COLUMBIA DEPARTMENT OF HEALTH HEALTH REGULATION ADMINISTRATION

STATEMENT OF DEFICIENCIES AND PLAN OF CORRECTION

NAME OF FACILITY:	DATE of INSPECTION
Planned Parenthood	iā.
	August 31, 2017
STREET ADDRESS:	PROVIDER'S PLAN OF CORRECTION
1225 4 th Street, NE, Washington, DC 20002	WITH TIME TABLE
The annual licensure survey was conducted	
on August 31, 2017. Based on observations,	1.After the annual licensure survey was
record review and staff interviews the	conducted, it was discovered that Planned
following deficiencies were cited.	Parenthood (PPPW) did not have an adequate
	system in place to monitor patient
Title IV Section 401 Center Equipment and	emergencies when not in direct contact of a
Maintenance	clinical staff person.
Provisions of: 1. Sufficient equipment for patient care. 2) Adequate monitoring equipment, oxygen, and related items available in surgical and post operative recovery. 3) Cardiac-pulmonary resuscitation equipment.	PPMW Facilities Director-Phil Forde immediately contacted a contractor to come out and review facility. (attached are the plans from the contractor for a nurse call system). Proposal submitted 9/8/2017.
	The Nurse call system was installed and all
This STANDARD is not met as evidenced by:	work was completed on 10/3/2017 (finally
This STANDARD is not met as evidenced by:	invoice included and photos of the nurse call
Based on observations made on August 31,	system).
2017 at approximately 11:00 AM, it was	2 The Director of Clinical Countings Tools
determined that the facility failed to maintain	2 The Director of Clinical Operations-Tasha Joyner reviewed all incident reports submitted
patient environment in a safe manner as	(9/2016-9/2017through our incident
evidenced by the lack of a call bell system in	reporting system) and it was found that no
two (2) of two (2) patient's bathrooms in the	incidents were reported due to nurse call
facility.	system negligence.
	CC-
	3. After the nurse call system installation vas
	completed, The Facilities Director did a
	training with all staff to include (Health Center Managers, Registered Nurses, Health
The findings include:	Care Assistants, Physicians) on how to use
Two (2) of two (2) patient's bathrooms	and operate the call system. (training to place on October 4 th 2017).
ocated in the Recovery area and in the Lobby	
area were not equipped with a call bell system	4 .Monthly, the Facilities Director will Cark Life
to allow patients to alert health care staff	• *

remotely in an emergency.

Employee #1 acknowledged these findings during the survey.

the nurse call system as part of his facilities inspection to ensure the nurse call system is working properly.

5. Nurse call system was completely installed on October 3rd, 2017.

Attached-proposal and plan for installation; contract; final invoice; and pictures the call system.

Provider's Signature

Date

Livical Ops

Americans
United
for Life

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	I i
l .	III



PPMW NURSE CALL SYSTEM for AB side only with one master



Proposal / Agreement

White the office of persons on the Agreement

Submitted by



SafeNet Security, Inc.

www.safenetsystemsinc.com 3511 Spencerville Road Burtonsville, MD 20866 301-476-9110 Francisco Lopez President

Presented to

Planned Parenthood of Metropolitan Washington, DC

1225 4TH Street NE Washington, DC 20002 Attention Philip Forde Facilities & Security Manager

Same as Above

Date originally submitted: 9/08/2017

Pricing valid for 15 days from submitted date



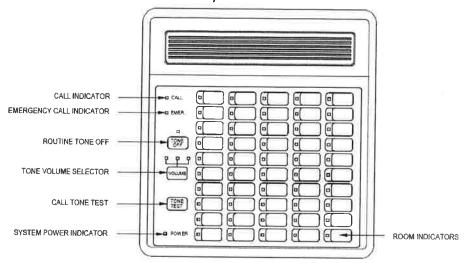
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Nurse Call system master

Located in wall next to restroom in recovery



Pull Cord

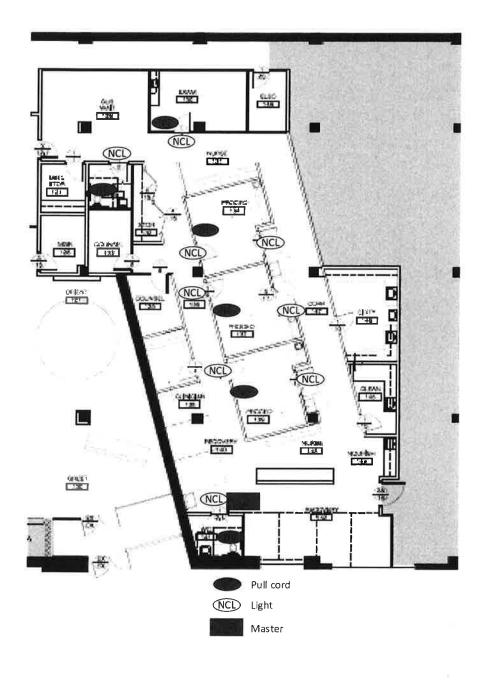


Hallway lights





Device Location:





Cost breakdown

Item description		Qty
Emergency – call system master station with LED's when pull code activated.	is	1
Unit equipped with Backup battery in the event of a power failure		1
Faceplate with emergency built-in Red LED light		6
White 2 Gang with single bulb		9
Travel		3
Wire		5
Labor		26
	Total	12.859.40

Installation proposed

Nurse call system is a self-contained light/sounder system no Audio. Person pulls cord sounder beeps at master station and light goes on outside room.

Project assumptions

All Existing devices are operational. Any item that needs replacement will be treated as a change order.

Any tasks not specifically included in this statement of work must be agreed to in a written change order by all parties involved.

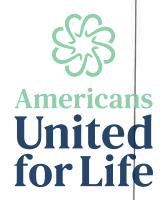
Wiring to be done prior to drywall and or ceiling tile grid installed.

Out of scope

Any application not specified within the projects tasks.

Customer responsibilities

- Power 110
- High Speed connections
- IT personnel



Each - incude initial

12,859.40 _____

Tax

Investment Summary and Payment Terms

Nurse call system

Description of services

50% Deposit required
25% Miles tone payment when equipment is delivered
Balance on Substantial Completion
Please remit to: SafeNet Security, Inc., Attn.: Accounts Receivable PO Box 240 Burtonsville, MD 20866
Customer Approval and authorization to proceed with work
By signing this Purchase Agreement, Customer hereby authorizes SafeNet Security, Inc., Inc. to fulfill the requirements specified under Product / Services above according to the Prices specified and the Terms and Conditions of Sale below.
Thank you for this opportunity to serve you.
mank you for this opportunity to serve you.
Authorized Company Representative The terms and conditions including only addendums as set forth on this document will be sole consideration governing the parties hereto with respect to the transactions described herein and supersedes any and all previous negotiations, commitments, statements, and representations, whether written or oral pertaining hereto. This Agreement becomes binding only when signed by an authorized Company representatives.
Francisco Lopez Authorized safenet security, inc. Representative name For safenet security, inc. security, inc Title For safenet security, inc. security, inc Title For safenet security, inc. security, inc Title

SAFENET SECURITY, INC. | 3511 Spencerville Road, PO Box 240 Burtonsville, MD 20866 (301) 476-9110 | Fax: 1-301-476-9115 | www.safenetsystemsinc.com
THIS DOCUMENT IS CONFIDENTIAL AND PROPRIETARY

Total approved options

Method of payment

Service rates if modifications/ additions are requested (subject to change)

In the event there are modifications to the agreement the billing rates will be based on below scheduled rates plus any materials required.

Minimum rate based on visit and first hour 225.00 for one tech and 310.00 for two techs. Hourly rate billed ¼ hour increments there on after. Off premise remote technical rates billed ¼ hour increments. Any equipment required will be billed accordingly

Description	Туре	Each
Visit on premise	Travel	100.00
One tech hourly rate	Labor	125.00
Team of two techs hourly rate	Labor	210.00
Off premise remote technical services hourly rate	Labor	65.00



Terms and Conditions of sale

General

- SERVICES: The Services provided hereunder are as described under the "Product / Service" section
 of this Agreement. All time billed to the nearest 1/4 hour increment.
- 2. TAXES AND SHIPPING: Applicable taxes, shipping, and freight charges are the responsibility of Customer and may not be included in SafeNet Security, Inc. pricing.
- ENTIRE AGREEMENT: This Agreement supersedes all previous proposals and discussions and reflects the final understanding between the Customer and SafeNet Security, Inc., Inc. with respect to the subject matter of the Agreement.
- 4. EXPENSES: Customer will be invoiced separately for any procurement expenses for equipment or other hardware or software as may be provided by SafeNet Security, Inc.
- 5. SCHEDULED VISIT CANCELLATIONS: Twenty-four (24) hour notice is required for any cancellation or rescheduling of regularly scheduled or planned on-site visits. Failure to provide such notice may result, at SafeNet Security, Inc.'s sole discretion, in the charging of anticipated on-site visit fees.
- 6. HIRING OF SAFENET SECURITY, INC. PERSONNEL: Customer hereby understands and agrees that SafeNet Security, Inc. spends considerable time and money hiring, training and growing its professional staff and that its staff is generally utilized among many different clients. Accordingly, Customer agrees that it will not solicit for employment, hire or contract with any of SafeNet Security, Inc.'s existing or former technical or professional personnel assigned either directly or indirectly to Customer's account during the term of this Agreement and for a period of two years from its termination, regardless of the reason for termination. Customer agrees to pay SafeNet Security, Inc. the sum of \$35,000 as liquidated damages for the breach or attempted breach of this provision for each occurrence thereof.
- 7. CHANGE IN INSTALLATION CONDITIONS: If installation conditions at Customer's site are different from those reasonably discoverable during an initial walk-through of the site by SafeNet Security, Inc. staff or are different from those that are explicitly communicated to SafeNet Security, Inc. staff by the Customer, and such different conditions cause an increase in SafeNet Security, Inc.'s installation or labor costs, then SafeNet Security, Inc. shall be entitled to equitable price adjustment to cover such additional costs.
- 8: ORIGINAL SIGNATURE: Customer hereby agrees to and attests that any signature by facsimile is deemed to be an original.
- 9. INDEPENDENT CONTRACTOR: SafeNet Security, Inc. is and shall at all times be an independent contractor and shall not be deemed an employee or agent of Customer. Nothing in this Agreement is intended to, or shall be deemed to, constitute a partnership or joint venture between the parties.
- 10. CONFLICT OF TERMS: Where these "Terms and Conditions of Sale" conflict with anything contained in the "Special Terms" found in Section I, Products / Services, the "Special Terms" conditions shall control.

12 Month Warranty

- 1. The Company agrees to, with reasonable diligence correct any defects in materials and/or workmanship which may develop under proper and normal use during the first twelve months after the completion of the installation as provided for herein "LIMITED WARRANTY" is subject to the following considerations:
- Necessary repairs shall be provided during the "standard working hours" of the Company.
 These repairs will be performed with-in four (4) hours (with-in the standard working hours) from the time the service was requested. Any emergency service requested outside these



hours shall be subject to the then applicable "EMERGENCY SERVICE RATES OF LABOR". Standard working hours shall be defined in this Agreement as 8 AM to 4 PM Monday thru Friday except Holidays, unless otherwise noted on the face of this Agreement. The foregoing warranty does not apply in the event of: Damage resulting from accidents, natural causes (Acts of God), unauthorized alterations, misuse, tampering or abuse; Failure of Customer to follow operating instructions properly; Failure of batteries which may be present in System/s;

- 3. The Customer will notify the Company of any failures of the equipment and will allow access to the premises for the Company to correct the problem.
- 4. The Customer understands that failures of other devices that may integrate to the product/s or equipment installed will not be covered under the 12 month warranty. If the Customer desires to have the Company repair the incompatibility of other devices integrated to the installed equipment, standard service charges apply.
- 5. This warranty is in lieu of all other warranties whether express, implied or statutory, including implied warranties of merchantability or fitness for any particular purpose. No representation or warranty of the distributor shall extend the liability or responsibility of the manufacturer beyond the terms of this provision. In no event shall The Company be liable for any costs, loss of profits, and loss of use, incidental, consequential or special damages to any person resulting from the use of The Company's products. The above limited warranty is the only warranty provided by The Company. The Company makes no other warranties or guarantees, whether expressed or implied, including, but not limited to, warranties and/or guarantees of merchantability or fitness for a particular purpose. In no event shall The Company be liable for any indirect, consequential or incidental damages, including those to person and those for lost wages, or other economic loss.

c. <u>Limitation of Liability</u>

- SafeNet Security, Inc.'s failure to perform any term or condition of this Agreement as a result of conditions beyond its control such as, but not limited to, war, terrorism, strikes, fires, floods, acts of God, governmental restrictions or power failures shall not be deemed a breach of this Agreement.
- It is expressly understood and agreed that SafeNet Security, Inc. has not made any guarantees or promises to Customer with respect to the exact date of the complete delivery, installation and operational status of any equipment or services provided hereunder.
- 3. SafeNet Security, Inc. warrants that the technical support services being performed by it under this Agreement will be performed in a professional manner and that SafeNet Security, Inc. will use commercially reasonable efforts in addressing all service problems. SafeNet Security, Inc.'s total liability under this Agreement shall in no event exceed the total amounts paid by Customer to SafeNet Security, Inc. under this Agreement.
- 4. Customer agrees to indemnify and hold harmless SafeNet Security, Inc., and its parents, subsidiaries, affiliates, officers, directors, shareholders, employees and agents, from any claim or demand, including reasonable attorney's fees, made by any third party due to or arising out of Customer's conduct, Customer's use of the support services provided under this Agreement, any alleged violation of this Agreement, or any alleged violation of any rights of another, including but not limited to Customer's use of any content, trademarks, service marks, trade names, copyrighted or patented material, or other intellectual property used in connection with services provided to Customer under this Agreement. SafeNet Security, Inc. reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by Customer, but doing so shall not excuse Customer's indemnity obligations.

Acceptance

- 5. Product orders will be deemed "Accepted" by Customer upon Customer receipt and delivery of any such products, or agreed substitution if not available from manufacturer, as specified under this Agreement.
- 6. In the event of any extended delays due to the Customer, service provider, or any other third party that causes SafeNet Security, Inc. not to fulfill some or all of the product or service items specified hereunder, SafeNet Security, Inc. shall be entitled to payment of those individual product or service items that are completed as specified hereunder.

D. Payment

- 1. All payments shall be made in U.S. dollars payable to "SafeNet Security, Inc., Inc.". A service charge of \$50 will be assessed for any returned checks.
- 2. A finance charge of 1.5% will be applied monthly on all unpaid balances after the final payment due date.
- 3. If the amount due SafeNet Security, Inc., Inc. must be collected by or through an attorney or otherwise adjudicated, Customer will be responsible for all reasonable attorney's fees and / or court costs incurred by SafeNet Security, Inc., Inc.

E. Continuing obligation of the Customer

 Termination of services and/or removal of the System/s shall not waive the right of the Company to collect the entire amount due, or which may have accrued during the specified term of this Agreement.

F. Attorney's fees

1. The Customer shall be responsible under this Agreement for any Attorney's fees associated with the collection of any overdue amounts in the maximum amount allowable by law in the applicable jurisdiction. Such fees shall be paid in the event that the matter is resolved without litigation.

Technical service Contract term fees

1. Customer will be billed monthly for services performed, subject to credit approval.

H. Terms and Termination

1. The initial Service Term of this Agreement shall begin on the earlier of installation of the Equipment or forty five (45) days from the date the Services Order Form is executed, and continue for the period indicated on the Services Order Form (the "Service Term"). The Service Term for renewal Services shall commence on the date of execution of the applicable Services Order Form for the renewal or, if later, the date specified on the Services Order Form as the start date for the applicable renewal Service. Unless otherwise specified in the Services Order Form, add-on features will run for the same term as the base vehicle tracking units to which the add-on features apply. This Agreement and/or the Services Order Form may not be terminated by Customer or SafeNet Security, Inc. during the Service Term other than for breach and then only by the non-breaching party. This Agreement may be terminated by either party at the end of the applicable Service Term by providing written notice at least sixty (60) days prior thereto, but in the absence of such notice, the applicable Service Term shall automatically renew under the same terms and conditions for successive twelve (12) month periods (such renewal periods(s) shall also be referred to herein as a 'Service Term').

The provisions of the Confidentiality clause of these Terms shall survive termination by two years.

Upon the termination of this Agreement, for whatever reason, all rights granted by SafeNet Security inc.

to Customer hereunder shall immediately cease and Customer shall immediately return to SafeNet
Security, Inc. all of SafeNet Security, Inc. Property, including, but not limited to, it's Equipment
Confidential Information and all copies thereof. Upon the termination of this Agreement SafeNet
Security, Inc. shall immediately return to Customer all Customer property, including, but not limited to,

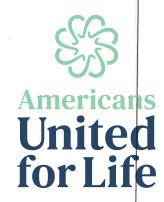
its Confidential Information and all copies thereof. Termination of this Agreement shall not limit either party from pursuing other remedies available to it, including injunctive relief. Termination of this Agreement, other than as a result of SafeNet Security, Inc.' breach, shall not relieve Customer of its obligation to pay all fees and other amounts due by Customer under this Agreement and such amounts shall be accelerated and paid by Customer in a lump sum payment due upon termination.

I. Assignment

1. SafeNet Security, Inc. reserves the right to assign this Agreement to a third party at any time during the term of this Agreement. This Agreement is personal to the Customer, and Customer may not assign its rights or obligations, in whole or in part, to any third party without SafeNet Security, Inc.' written approval.

J. Governing Law

- 1. This Agreement shall be governed by and construed in accordance with the laws of the state of Maryland. Any actions to interpret or enforce this Agreement shall be solely brought in the state of Maryland and, to the extent permitted by law, the parties agree that the venue for such action shall be in the County of Montgomery.
- 2. Any notices or communications under this Agreement shall be made in writing and transmitted by certified mail return receipt requested to the party to whom such communication is directed. If to SafeNet Security, Inc., such notices shall be addressed to SafeNet Security, Inc., Inc., Attn.: Legal Department, 3511 Spencerville Road, PO Box 240 Burtonsville, MD 20866. If to Customer, such notices shall be addressed to the mailing address specified when Customer opens an account with SafeNet Security, Inc., or such other address as either party may give the other by notice as provided above.



SafeNet Security, Inc.

3511 Spencerville Road PO Box 240 Burtonsville, MD 20866

Invoice

Due Date	Date	Invoice #
10/3/2017	10/3/2017	16088

Bill To

Planned Parenthood of Metropolitan Washington, DC, Inc. 1225 4th Street NE Washington, DC 20002 **USA**

Ship To

PPMW- Headquarters 1225 4th Street NE Washington, DC 20002 Washington, District of columbia

> **Balance Due** \$6,429.70

Please check box if address is incorrect or has changed, and indicate change(s) on reverse side.

New e-mail address? Enter here:

SafeNet Security, Inc.

PLEASE DETACH AND RETURN TOP PORTION WITH YOUR PAYMENT.

3511 Spencerville Road PO Box 240

PO No Project Ren

Burtonsville, MD 20866		P.O. No.	Terms	Project	Rep	
			Due on receipt	PPMW 4th Str	FJL	
Item Descrip		ption	Qty	Rate	Amount	
Completion	Nurse call install for A No Sales Tax (Recurri	ng)	1	6,429.70 0.00%	6,429.70T 0.00	
	PPMW, 18	BODD, FACA	By Admin, I	Phi. DALI.	10	
	note (0 - 0)	5-2017	ş			
				A	merican I nite	
There will be a \$15 charge for all returned checks. 10%		Total	4	\$6,429.70		
terest will be assessed on all unpaid balances after 90 avs. For billing inquiries email		Payments/Credits				

days. For billing inquiries email info@safenetsystemsinc.com

Balance Due \$6,429.70

GOVERNMENT OF THE DISTRICT OF COLUMBIA DEPARTMENT OF HEALTH HEALTH REGULATION ADMINISTRATION

STATEMENT OF DEFICIENCIES AND PLAN OF CORRECTION

NAME OF FACILITY:	DATE of INSPECTION
Washington Surgi-Clinic	June 29, 2017
STREET ADDRESS:	
2112 F Street, NW, Suite 400	
Washington, DC 20037	
SUMMARY OF DEFICIENCIES NOTED BY	PROVIDER'S PLAN OF CORRECTION WITH
SURVEYING AGENCY	TIME TABLE
The annual licensure survey was conducted on	
June 29, 2017. There were no deficiencies cited.	
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DISTRICT OF COLUMBIA Department of Health

Health Regulation and Licensing Administration



IMPORTANT NOTICE - PLEASE READ CAREFULLY

November 15, 2012

Maria Barrero Clinical Administrator Washington Surgi Clinical 2112 F Street, N.W. Suite 400 Washington, DC 20037

Ms. Barrero:

Representatives from the Department of Health (DOH), Health Regulation and Licensing Administration (HRLA), Health Care Facilities Division conducted an annual licensure survey at the Washington Surgi Clinic on July 11, 2012. This survey was to determine if your facility was in compliance with licensure participation requirements for Ambulatory Surgical Centers.

A statement of deficiency was issued. You submitted a plan of correction that was received on August 3, 2012. Revised plans of correction were submitted on August 30, 2012 and November 8, 2012. Based on your allegation of compliance the HRLA is accepting your plan of correction.

If you have any questions concerning the instructions contained in this letter you may contact me on (202) 442-4737.

Sincerely,

Sharon Williams Lewis DHA, RN-BC, CPM

vron Lewis

Program Manager



washington surgi-clinic

July 26, 2012

Sharon W. Lewis, DHA, RN-BC, MSA, CPM Program Manager Department of Health Health Regulation Administration 899 N. Capitol Street, NE., 2nd Floor Washington, DC 20002

Dear Ms. Lewis,

I hope this letter may find you well; please find enclosed the answers to my plan of corrections; and please give me a call if you have any questions or you need additional information.

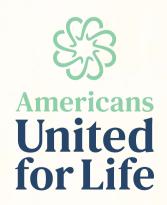
Have a very nice rest of the summer. Thank you again for everything.

Very truly yours,

Maria Barrera

Clinic Administrator

(202)659-9403



GOVERNMENT OF THE DISTRICT OF COLUMBIA DEPARTMENT OF HEALTH HEALTH REGULATION ADMINISTRATION

STATEMENT OF DEFICIENCIES AND PLAN OF CORRECTION

NAME OF FACILITY:	DATE of INSPECTION	
Washington Surgery Center	July 11, 2012	
STREET ADDRESS:		
2112 F Street, NW, #400		
Washington, DC 20037		
SUMMARY OF DEFICIENCIES NOTED BY	PROVIDER'S PLAN OF CORRECTION WITH	
SURVEYING AGENCY	TIME TABLE	
An annual licensure survey was conducted on July 11, 2012. The following deficiencies are based on observations, record and documentation reviews, and staff interviews.	Please start typing your responses here.	
D.C. Law 2-66, Title II - V		
Title IV Section 401 Center Equipment and Maintenance		
(a) Provisions of:2) Adequate monitoring equipment, oxygen, and related items available in surgical and post operative recovery. 3) Cardiac-pulmonary resuscitation equipment.		
This STANDARD is not met as evidenced by:		
Based on observations, and staff interview of one (1) of three (3) procedure rooms and one (1) of one (1) medication storage closet, it was determined that facility staff failed to discard expired medications and/or maintain sterility of emergency equipment.	Americans	
1	United for Life	

The findings include:

Facility staff failed to discard the following expired medications and maintain sterility of emergency equipment of the following:

- 1. A review of one (1) of three (3) procedure rooms was conducted on July 11, 2012 at approximately 2:20 PM. The emergency intubation cart located in procedure room number three (3) contained five (5) laryngoscopes (three (3) curved and two (2) straight) that were observed unwrapped and unprotected from dust in draw number three (3).
- 2. A review of one (1) of one (1) crash carts located in procedure room number three (3) was conducted on July 11, 2012 at approximately 2:30 PM, the crash cart contained one (1) 150 mg/3ml vial of Amiodarone HCL (50 mg/ml) with an expiration date of June 2012.
- 3. One (1) of one (1) Labetalol Hydrochloride Injection 100 mg/20 ml, stored with an expiration date of 1 July 2012.
- 4. One (1) of one (1) bottle of Ampicillin capsules 250 mg, 500 capsules stored with an expiration date June 2012.
- 5. One (1) of one (1) Ondansetron Injection 4 mg/2 ml, stored with an expiration date of 1 Sep 2011.

The observations were made on July 11, 2012 in the presence of Employee #1.

RECTIFIED

Upon survey concluded; All laryngoscopes blades were packed and sterilized and will be check monthly for expiration dates with all the other instruments and are included in our quality control program.

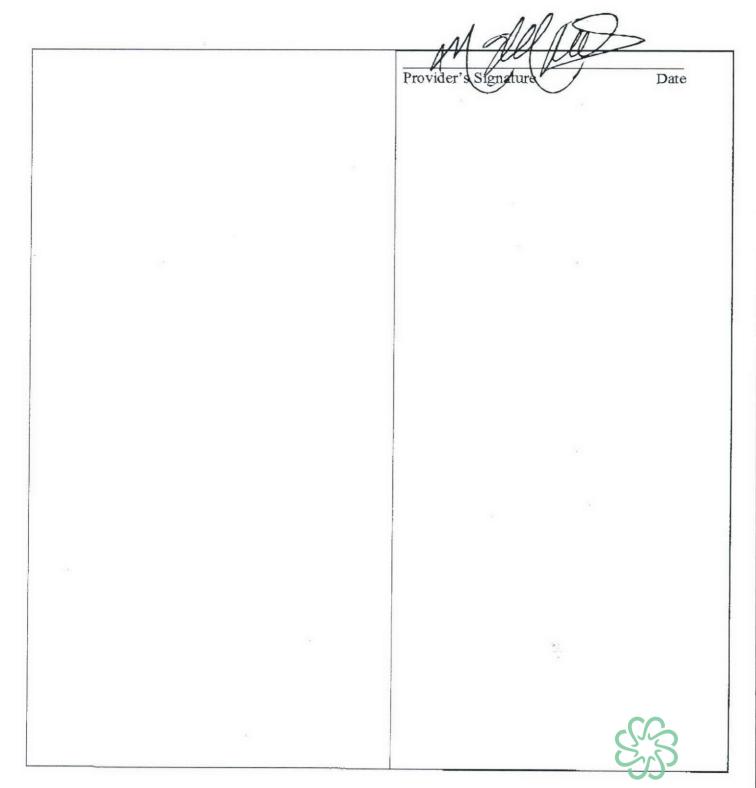
RECTIFIED:

All medications were discarded immediately in the presence of surveyor.

A critique was held with the registered nurse and the administrator to coordinate the revision of all medications monthly for expiration dates. (See attached QA policy and signed meeting sheet).







Americans United for Life

WASHINGTON SURGI CLINIC

	FACSIMILE TRANSM	MITTAL SHEET	
Ms Tanun	w Freeman FR	WASHINGTON	SURGI CLINIC
DC Dept &	of Health	8/30/6	DING COVER:
207 447 PHONE NUMBER: 202-659-9403	9-431	der's reference hyme	SER.
Corrected	POC.	ur reference number FAX NO# 202-22	
URGENT Ø POR	review 🗆 please commen	NT . □ PLEASE REPL	y □ PLEASE RECYCLE
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2112 *F"ST. N.W. SUITE # 400 WASHINGTON, D.C. 20037

GOVERNMENT OF THE DISTRICT OF COLUMBIA DEPARTMENT OF HEALTH HEALTH REGULATION ADMINISTRATION

STATEMENT OF DEFICIENCIES AND PLAN OF CORRECTION

NAME OF FACILITY:	DATE of INSPECTION	
Washington Surgery Center	July 11, 2012	
STREET ADDRESS:		
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Washington, DC 20037		
SUMMARY OF DEFICIENCIES NOTED BY	PROVIDER'S PLAN OF CORRECTION WITH	
SURVEYING AGENCY	TIME TABLE	
An annual licensure survey was conducted on	Please start typing your responses here.	
July 11, 2012. The following deficiencies are based		
on observations, record and documentation reviews,		
and staff interviews.		
D.C. Law 2-66, Title II - V		
Title IV Section 401 Center Equipment and Maintenance		
(a) Provisions of:2) Adequate monitoring equipment, oxygen, and related items available in surgical and post operative recovery. 3) Cardiac-pulmonary resuscitation equipment.		
This STANDARD is not met as evidenced by:		
Based on observations, and staff interview of one (1)	Sis	
of three (3) procedure rooms and one (1) of one (1)		
medication storage closet, it was determined that	Americans	
facility staff failed to discard expired medications		
and/or maintain sterility of emergency equipment.	United	
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	for Life	

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- 5. One (1) of one (1) Ondansetron Injection 4 mg/2 ml, stored with an expiration date of 1 Sep 2011.

The observations were made on July 11, 2012 in the presence of Employee #1.

RECTIFIED

As of July 11, 2012 upon survey concluded: All laryngoscopes blades were packed and sterilized and will be check monthly for expiration dates with all other instruments and are included in our quality control program.

RECTIFIED AS JULY 11, 2012

All medications were discarded immediately in the presence of surveyor.

A critique was held with the register nurse and the administrator to coordinate the revision of all medications monthly for expiration dates. (See attached QA policy and signed meeting sheet)





Provider's Signature	Date
	-CC-
	Q ¹ Q
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Government of the District of Columbia Department of Health



Health Regulation and Licensing Administration

IMPORTANT NOTICE - PLEASE READ CAREFULLY

July 11, 2017

Sent via E-Mail July 11, 2017

Maria Barrera Washington Surgi-Center 2112 F Street NW, Suite 400 Washington, D.C. 20037

Ms. Barrera:

On June 29, 2017 a licensure survey was completed at your facility by surveyors from the Department of Health (DOH), Health Regulation and Licensing Administration, to determine if your facility was in compliance with licensure regulations for Ambulatory Surgical Centers.

This survey determined that your facility was in substantial compliance with licensure requirements. There were no deficient practices identified.

If you have any questions concerning the instructions contained in this letter, please contact Tonoah Hampton, Supervisory Nurse Consultant on (202) 442-8536.

Sincerely,

Veronica Longstreth, RN, MSN

Program Manager

