

**CHRISTUS Health Clinical Policy: Privately-Owned Medical Equipment****I. Objective:**

To establish guidelines for the use of privately-owned medical equipment in CHRISTUS Health System and other associated facilities. (Key Words: Medical Equipment, Privately-owned).

**II. Policy Statement:**

A physician's order, a visual inspection, and a signed consent and waiver are required for a patient to use their own personal medical equipment. Prior Administrative approval and Clinical Engineering evaluation is required prior to the use of associate, physician, or other non-patient/non-CHRISTUS equipment or as soon as reasonably possible.

**III. Definitions:**

- A. Medical Equipment** is any machinery or device prescribed by a physician that is medically necessary for the diagnosis or treatment of an illness or injury, or to prevent the patient's further deterioration. This equipment is designed for repeated use and includes items such as oxygen equipment, respirators, glucometers, wheelchairs, crutches, etc.
- B. Privately Owned** is any item that is not owned, leased, or contracted by CHRISTUS Health.

**IV. Process:****A. Equipment Operation:**

1. Medical equipment used in CHRISTUS Health should operate consistent with its intended purpose, be properly set and/or calibrated, and support the patient's treatment or prevent further deterioration. If any problems arise or if the patient/family is unable to operate the equipment, CHRISTUS may discontinue the home equipment and resume treatment per CHRISTUS policy and procedure and/or per physician's orders.
2. If the patient/family requires CHRISTUS staff to support or use the equipment, CHRISTUS administration will determine whether staff have the appropriate training and experience to monitor or operate the privately owned equipment.
3. CHRISTUS reserves the right to place the patient on CHRISTUS-owned equipment, or an approved rental device, if in the clinical judgment of the medical staff; it is in the patient's best interest.

**B. Responsibilities**

1. **Patient/Responsible Party:** The patient/responsible party is responsible for the operation and proper functioning of their equipment.
2. **Physician:** The physician is responsible for determining the suitability of using the privately owned device. The physician is also responsible for documenting, in

the patient's medical record, the basis for such decision and preparing an order for the use of such equipment.

3. **Nursing/Clinical Department:** Nursing or the appropriate clinical department is responsible for obtaining a signed Consent & Waiver upon admission or initiation of equipment use. Nursing or the appropriate clinical department will obtain or perform a visual inspection of the device. Documentation of inspection and results will be in the clinical department's log or patient record. A visual inspection of the device is to validate integrity of the item and perform a cursory review of the electrical cord. If the device does not pass initial inspection, nursing/clinical staff should notify the physician and the patient. If a replacement device is required, the nurse or appropriate clinical department may obtain a replacement through routine facility procedures.
4. **Clinical Engineering:** During normal business hours Clinical Engineering will perform a visual inspection of the device.
5. **Administration:** Administration is responsible for verifying and documenting that staff has the appropriate training and experience to operate the privately owned equipment if the patient/family will require CHRISTUS staff to support or use the equipment. If staff trained in the use of the privately-owned equipment are not available and patient/family require support to operate the equipment, then CHRISTUS-owned equipment, or an approved rental device, will be utilized for the hospitalization. Administration is responsible for reviewing requests to use associate, physician, or other non-patient/non-CHRISTUS equipment.

**C. References:**

ECRI. *Patient-Owned Equipment*. HRC Risk Analysis, Volume 3 Medical Technology 8: May 2004.

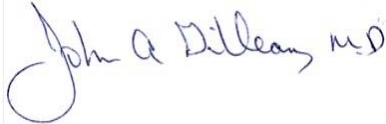
**D. Related Policies/Contracts:**

Medication Management

**E. Office of Primary Responsibility:**

Clinical Engineering

**Approved by:**



**John Gillean, MD**  
**CHRISTUS Health Chief Medical Officer**

1/26/2007

**Date**

**Revision History:**

**Date** \_\_\_\_\_

**CONSENT, RELEASE AND INDEMNITY AGREEMENT for  
Privately Owned/Patient Owned Durable Medical Equipment and/or Devices  
Used During Hospitalization**

CHRISTUS St. \_\_\_\_\_ Hospital (“CHRISTUS”) is a non-profit organization and in keeping with our mission “To Extend the Healing Ministry of Jesus Christ,” agree to allow certain patients an exception to our standard policy which prohibits the use of non CHRISTUS owned durable medical equipment and/or devices by patients who are hospitalized at a CHRISTUS facility.

I/patient representative \_\_\_\_\_, understand and agree that CHRISTUS in allowing me/patient the use of \_\_\_\_\_ (describe durable medical equipment and/or device), during my/patient’s hospitalization does not act as a distributor, manufacturer, or seller for purposes of products liability law or for any other purpose.

I/patient representative understand and agree that there are no representations being made on the part of CHRISTUS as to the condition of the equipment and any inspection of the equipment should not be construed to create any express or implied warranties of any kind, including any implied warranty of merchantability or any implied warranty of fitness for a particular purpose and CHRISTUS hereby disclaims any such warranties.

To the best of my/patient’s knowledge there are no known operating defects or any product recalls of or for this durable medical equipment and/or device.

Should the use of the above described durable medical equipment and/or device during my/patient’s hospitalization cause an injury and/or damage of any kind to me/patient; I/patient agree to indemnify, defend and hold CHRISTUS, its employees and agents, harmless from any claims, liability, loss, damage or injury of any kind, including attorneys' fees and costs of litigation, directly or indirectly resulting from or associated with such injury and/or damage.

\_\_\_\_\_  
Signature of Patient/Patient Representative

\_\_\_\_\_  
Printed Name of Patient/Patient Representative

\_\_\_\_\_  
Signature of CHRISTUS \_\_\_\_\_ Hospital Representative

\_\_\_\_\_  
Date: \_\_\_\_\_