REQUEST FOR PROPOSAL

RFP #13-002

Provider Staffing and Management
Of Hospital-Based Anesthesia Department Services

Nashville General Hospital

Date of Issue: 15 November 2013

Response Deadline: 20 January 2014

This proposal solicitation document is prepared in a Microsoft Word (Office for Windows) format. Any alterations to this document made by the proposer may be grounds for rejection of proposal, cancellation of any subsequent award, or any other legal remedies available to the Metropolitan Hospital Authority.
NOTICE TO PROPOSERS

There may be one or more amendments to this Request for Proposals. To receive notices of any such amendments, you must provide the information requested below to the MHA Legal Department. Please send this information to Marc Overlock via fax at (615) 341-4493 or by e-mail at Marc.Overlock@Nashvilleha.org. MHA will send amendment notifications only to those firms, which complete and submit this form at the pre-proposal meeting or provide the requested information by e-mail in a timely fashion.

RFP number 13-002
Company name ______________________________________
Mailing address ______________________________________
________________________________________
________________________________________
Phone number ______________________________________
Fax number ______________________________________
Contact person ______________________________________
E-mail address ______________________________________

Send amendment notifications by e-mail: ☐YES ☐NO
Purpose of this Request for Proposals

As outlined in more detail below, this Request for Proposals (RFP) seeks a provider of Anesthesia Services for Nashville General Hospital at Meharry [“NGH” or “Hospital”]. The target commencement date and term for the proposed services is April 1, 2014 through March 31, 2017, subject to negotiation of a final agreement. NGH seeks proposals from qualified medical groups ("Contractor") offering to provide: (a) professional services for its Anesthesia Department; and (b) an experienced and qualified physician Medical Director to carry out customary medical direction and other administrative services pertaining to the Department. The Medical Director will be the Chief of Service for Anesthesia Services for NGH.

The proposed period of contracted services is approximately April 1, 2014 to March 31, 2017.

Additional information about the Hospital is available on its web site: http://nashvillegeneral.org

Submission Procedure

Documentation

The information required by this RFP is comprehensive and necessary for accurate Proposer selection. Please be concise with answers. Each applicable question must be answered. For questions deemed not applicable, please state “not applicable”.

The response to this RFP must be submitted either electronically to marc.overlock@nashvilleha.org, or by original hard copy with four (4) compact disks and six (6) printed copies of the proposal.

Proposals must be completed and returned in the same format. The Hospital will not accept or consider proposals submitted via facsimile or e-mail transmission.

Your RFP response, in its entirety, will be included in the subsequent contract negotiated between Nashville General Hospital and the selected Proposer.

All documents shall be submitted in a sealed container sufficient to maintain the confidentiality of the contents or indicate loss of confidentiality. Container must indicate this RFP NAME “Anesthesia Department Physician Services RFP” and the name of the company submitting the proposal on the outside of the container.

All responses to the RFP must be delivered to: Nashville General Hospital, Office of the General Counsel, 1818 Albion Street, Nashville, TN 37208-2918 no later than 20 January 2014 by 4:00 PM CDT. Proposals delivered after the deadline will be returned unopened to the Proposer.

Telephone confirmation of timely receipt of proposals may be made by calling 615-341-4402 before the proposal deadline time.

Addenda

If revisions or clarifications to the RFP become necessary, the Hospital will mail written addenda to all qualified proposers.

The Hospital will not issue addenda less than five (5) days prior to the scheduled deadline date and time for receiving proposals, unless said date is to be
postponed.

2-3 Inquiries
All requests for interpretation, correction or other inquiries concerning either or both the Request for Proposal process or the subject of this Request for Proposals must be made in writing, email or fax to: Nashville General Hospital, Office of the General Counsel, 1818 Albion Street, Nashville, TN 37208-2918. Email: marc.overlock@nashvilleha.org Fax to: 615-341-4493.

2-4 Target Timeline of Events

<table>
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<tr>
<th>Event</th>
<th>Responsible</th>
<th>Date</th>
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<tr>
<td>2-4.1 Issue RFP</td>
<td>NGH</td>
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<td>2-4.3 Submission of Proposal</td>
<td>Proposers</td>
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<td>Nashville General Hospital</td>
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<td>2-4.6 Services Commence</td>
<td>Selectee</td>
<td>4/1/2014</td>
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2-5 Delays
2-5.1 The Hospital may delay or modify scheduled event dates if it is to the advantage of the Hospital to do so. The Hospital will notify Proposers of record of all changes in scheduled due dates by mail.

2-6 Withdrawal
2-6.1 Proposers may withdraw their proposals in person; through an authorized representative; or by notifying the Hospital in writing at any time prior to the proposal submission deadline.
2-6.2 Proposers and authorized representatives must disclose their identity and provide a receipt for the proposal.
2-6.3 Proposals, once opened, become the property of the Hospital and will not be returned to the Proposers.

2-7 On-Site Visits, Interviews, and Presentations
2-7.1 The Hospital may either invite or require respondents to schedule a visit to the Hospital in order to conduct an on-site inspection of the facility, participate in interviews, make oral presentations, or provide an opportunity to clarify their proposals to the Hospital.

2-8 Acceptance or Rejection of Proposals
2-8.1 The Hospital reserves the right to reject any and all proposals when (a) such rejection is in the best interest of the Hospital; (b) the proposal is incomplete or is missing any of the required documents [e.g., Confirmation of Receipt of RFP Form, Affidavits of Compliance, Contractor Certifications, Declarations and Warranties]; or (c) the proposal contains any irregularities. The Hospital,
however, reserves the right to waive any minor irregularities and to accept the proposal determined most responsive and responsible and best meeting its needs.

2-8.2 The Hospital also reserves the right to either or both cancel this RFP at any time and solicit and re-advertise for other proposals.

2-9 Posting of RFP Award

2-9.1 Award of the contract with the selected Proposer is contingent upon the negotiation of a mutually acceptable contract between the Proposer and the Hospital.

2-9.2 A notice will be sent by email to each Proposer that had submitted a qualified proposal, informing them of the firm that was awarded the contract. See the Timeline of Events for the anticipated date that this notice will be sent. Firms who have not received a notice by that date may call Marc Overlock at (615) 341-4402.

3 Proposal Conditions

3-1 Regulatory Requirements

3-1.1 Any Proposer who violates the Metropolitan Government of Nashville & Davidson County Code of Laws, or the laws of the State of Tennessee or the Federal Government with respect to this proposal may be disqualified from performing the work described in this proposal or from furnishing the goods or services for which the proposal is submitted, and may be further disqualified from bidding on any future proposals for work, goods or services for Nashville General Hospital.

3-2 Communications

3-2.1 From the time the Hospital issue this RFP until it awards a contract to a successful Proposer, any Proposer (or any of its representatives or agents) is prohibited from any communication about this proposal with the Hospital’s Executives, Staff, Board of Trustees or Committee Members. This does not apply to oral presentations before evaluation/selection teams, contract negotiations, or public presentations if made. Violation of these provisions shall render void any RFP proposal or RFP award to the violator.

3-3 Conflicts of Interest

3-3.1 All Proposers must disclose with their proposal the name of any officer, director, or agent who is an elected or appointed official of either municipal or State of Tennessee government, or an employee or officer of the Hospital.

3-3.2 Proposers must disclose the name of any elected or appointed official of either municipal or State of Tennessee government, or employee or officer of the Hospital who owns directly or indirectly, any interest in the Proposer’s firm.

3-4 Development Costs

3-4.1 Any cost incurred in preparation, transmittal, or presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Proposer.

3-5 Disclosure and Confidentiality
3-5.1 Any portion of the proposal deemed confidential, proprietary or having contained trade secrets by the Proposer must be marked "Confidential," "Proprietary" or "Trade Secret."

3-5.2 The Hospital shall notify the Proposer if disclosure is sought for materials, data or information identified in the proposal as confidential or proprietary or otherwise containing business or trade secrets. It shall be the Proposer’s obligation to seek a protective order. Proposers are advised that this RFP is an open process and all bids are subject to public disclosure requirements of the Tennessee Open Records Act [Tenn. Code Annot. §10-7-501 to 515].

3-5.3 The Hospital shall not be liable or in any way responsible for the disclosure of any such information including, but not limited to, disclosures required or permitted under municipal, state or federal law.

3-6 Non-Collusion

3-6.1 By submitting and signing a proposal response, the Proposer certifies that their offer has been made without prior understanding, agreement, or connection with any corporation, firm or person submitting an offer for the same services and is in all respects fair and without collusion or fraud. No premiums, rebates, or gratuities are permitted either with, prior to or after any delivery of material or provision of services.

3-6.2 Any violation of this provision may result in contract cancellation, return of materials or discontinuation of services and possible removal from the Hospital’s Vendor/Bid List(s).

4 Required Documentation

4-1 References

4-1.1 Provide a full client list over the last five years to document the quality of your services. Please include the following for each client:

4-1.1.1 Name and address of facility where services were provided.

4-1.1.2 Names, titles, and telephone numbers of key contact persons.

4-1.1.3 Length of time service was provided.

4-1.1.4 Acute Care and, if applicable, Trauma Center designation (i.e., Level I, Level II, etc.).

4-1.1.5 Brief description of the scope of services provided.

4-1.1.6 Volume of patients seen each month broken down by diagnosis and type of surgery provided.

4-1.1.7 Teaching programs in or rotating through the Anesthesia Department.

4-2 Service Information

4-2.1 Proposers shall provide evidence (must be within the last three years) that supports the quality of services rendered, including outcomes studies, awards, survey responses or any applicable client satisfaction information.

4-2.2 Proposers shall provide a representative sample of managerial operational reports used for periodic reporting of Anesthesia department clinical operations.
4-3 Pending Disciplinary Actions or Debarment Actions or Notices

4-3.1 Proposers shall provide information regarding any pending or prior disciplinary action against the proposer, the proposer’s agents, physicians contracted or employed physician’s extenders, by any hospital, or any state agency or licensing board where the proposer and/or the proposer’s agents have provided medical services. This disclosure includes without limitation any and all actions by any federal or state licensure, regulatory, survey or enforcement agency concerning Proposer’s businesses and its licensed providers, whether such actions involve fines, civil or criminal sanctions, civil monetary penalties, findings that the Proposer or its licensed providers violated any practice act, or any other federal or state law of any kind. This disclosure covers all such actions, whether successfully appealed or not, for the prior twenty years.

4-3.2 Debarment and Abuse Registries: Proposers will be required to affirm that neither its firm, any principles, officers, employees or agents thereof is, has been, or is being proposed either for listing on the Tennessee State Sex Offender Registry, Tennessee State Abuse Registry or any national abuse registry or other state abuse registry where the patient care provider has lived in the past seven (7) years, or for debarment or other exclusion from participation by the Department of Health and Human Services Office of Inspector General (OIG) any federal health program [i.e., Medicare (Title XVIII), Medicaid (Title XIX), Maternal and Child Health Services Block Grant (Title V), Block Grants to States for Social Services (Title XX) and State Children's Health Insurance (Title XXI) programs], or other program. Proposer agrees to notify immediately Hospital in the event any such action is proposed as described above or if they receive any notice of such action. This debarment and exclusion includes both the Proposer and any of its officers, employees or agents under Sections 1128 or 1156 or both of the Social Security Act, or in the event any other federal or state agency takes a similar action. The failure to so notify the Hospital Authority shall constitute a material breach of this RFP process, will be cause for termination of the Hospital’s consideration of Proposer’s bid and any resulting Professional Services Agreement between the parties.

4-4 Pending Litigation

4-4.1 Proposers shall provide a summary of any litigation filed against the Proposer in the past three (3) years that relates to services that Proposer provides in the regular course of business. The summary shall state the nature of the litigation, a brief description of the case, and the outcomes or projected outcome of the case.

4-5 Financial Statement

4-5.1 The Proposer must provide evidence that it is capable of providing sufficient working capital and cash flow for the term of the proposed contract. Please submit a copy of the most recent and complete annual audited financial statement (must be within past eighteen months), including a statement of cash flow.

4-6 Attachments
4-6.1 Proposer’s Confirmation of Receipt of RFP Form (See Attachment A)
4-6.2 Affidavits of Compliance (See Attachment B)
4-6.3 Signed Contractor's Certifications, Declarations and Warranties (See Attachment C)
4-6.4 NGH Anesthesia Current Service Overview (See Attachment D)
4-6.5 Professional Services Agreement—Metro Government/Metro Nash. Hospital Authority Mandated Template (See Attachment E)

5 Proposal Evaluation

5-1 All Proposals meeting the submitted requirements will be evaluated by a hospital-designated review panel, placing an emphasis on the following six attributes:

Attribute

5-1.2 Adequate financial resources to staff and operate department under proposed payment method

5-1.4 Clinical leadership demonstrated by a commitment to engage actively in hospital and department managerial activities

5-1.5 Demonstrated understanding and experience with safety net populations

5-1.6 Ability to effect an orderly transition of services with minimal impact to patients

5-1.7 Responsiveness and overall quality of the proposal

6 SCOPE OF WORK

6-1 Description: As part of its commitment to provide medical services to Davidson County patients, NGH, an acute care facility with 150 licensed beds, requires high quality supervision and management of anesthesia services; anesthesia coverage for invasive surgical procedures, Caesarian sections, epidurals, implantable cardioverter-defibrillators (ICD), transesophageal echocardiograms (TEE), endoscopic procedures, acute and chronic pain management, and; emergency or consultative critical care services, including required pre and post-operative assessments.

6-1.1 Staffing and Hours. Bidders must provide a detailed description of the breadth of services and staffing they would provide to accommodate NGH’s patient care and operating room needs. This detailed explanation should include emergent care and add on case capacities. Bidders are advised that NGH currently has a contractual relationship with Middle Tennessee School of Anesthesia, by which staff anesthesiologists and CRNAs provide educational to CRNA students. Please refer to collective Exhibit D:

6-1.2

6-2 Provide approximately 80 hours of administrative time per year, including departmental and hospital committee participation.
7  **Procedure and Volume**

7-1.1  The number of annual American Society of Anesthesiologists (ASA) units [base units and time units] provided at two representative sample facilities.

7-1.1.1  **Base Units**

7-1.1.1.1  Please provide an overview for the last two fiscal years of your claims related billings and productivity [anesthesia service times] using a representative sample of two or more acute care facilities at which your company or group provides anesthesia services. This report should include the financials related to the anesthesia procedure codes (##00100-01999) to which the American Society of Anesthesiologists assigned a base unit value. This code set is used for the purpose of establishing fee schedule allowances. Anesthesia services are paid on the basis of a relative value system, which include both base and actual time units. Base units take into account the complexity, risk, and skill required to perform the service. For the most current list of base unit values for each anesthesia procedure code can be found on the Anesthesiologist Center page on the CMS website at:  [http://www.cms.hhs.gov/center/anesth.asp](http://www.cms.hhs.gov/center/anesth.asp)

For purposes of this RFP, the productivity report will include the “time units” of service, which are defined as the period during which an anesthesia practitioner is present with the patient. A time unit starts when the anesthesia practitioner begins to prepare the patient for anesthesia services in the operating room or an equivalent area and ends when the anesthesia practitioner is no longer furnishing anesthesia services to the patient, that is, when the patient may be placed safely under postoperative care. Anesthesia time is a continuous time period from the start of anesthesia to the end of an anesthesia service. In counting anesthesia time for services furnished, please outline whether and when your group practitioners added blocks of time around interruptions in anesthesia time—where the anesthesia practitioner was furnishing continuous anesthesia care within the time periods around the interruption.

7-1.1.2  **Time Units**

7-1.1.3  Please provide the breakdown in the global sample claims report for physician work and CRNA services. Time units for physician and CRNA services - both personally performed and medically directed are determined by dividing the actual anesthesia time by 15 minutes or fraction thereof. For anesthesia claims, the elapsed time, in minutes, should be provided as part of this RFP response. Bidders should be guided by Item 24G in the CMS-1500 claim form or its electronic media equivalent.

7-1.2  **OR Turn Times**
7-1.2.1 Please provide examples of OR turn times by service in two representative facilities including programs, initiatives and strategies developed and deployed to improve OR turn efficiency.

8 Additional Requirements/Considerations:

8-1.1 Contractor staff shall be licensed and qualified to practice in the State of Tennessee and must be approved by the NGH Medical Staff via its credentialing process.

8-1.2 Contractor physicians shall:

8-1.2.1 At all times apply for and be members in good standing of the NGH Medical Staff. If there is a delay in granting staff privileges and approval of Department Providers supplied by Contractor, Hospital may grant temporary or short-term privileges pending approval of staff privileges in accordance with Hospital and Medical Staff bylaws.

8-1.2.2 Be certified by the appropriate specialty certification board or be eligible for certification by such Board.

8-1.2.3 Participate and have executed contracts with all managed care and other payor entities with which MNHA and NGH are contracted [e.g., TennCare managed care companies].

8-1.2.4 Be compliant with Tennessee’s biennial CME requirement of forty (40) hours for all physicians.

8-1.2.5 Satisfactory completion of an American Council of Graduate Medical Education (“ACGME”) certified Anesthesia medicine residency and either current American Board of Anesthesiology [ABA] certification or planned certification in accordance with Medical Staff Bylaws.

8-1.2.6 Satisfactory completion of an ACGME-approved residency in another specialty and ABA certification.

8-1.3 Provide a roster of Contract physician names, accompanied by evidence of each of the following required credentials, licensures, certifications, and qualifications:

8-1.3.1.1 Credentials. Contractor shall provide that suitable qualified, experienced, and licensed Department Providers are recruited and selected to work in the Department.

8-1.3.1.2 Licensures. Contractor shall ensure that all Contract physicians hold a valid, active, and unrestricted physician license in the State of Tennessee.

8-1.3.1.3 Certifications. The Contractor’s personnel performing services under this contract shall be Clinical personnel who have, or are in the process of obtaining, professional certifications: American Board of Anesthesiology certification, CRNA or AA certification, ASATT certification for anesthesia techs, and ACLS/PALS certification.

8-1.4 Shall be eligible to participate in State and Federal health care programs (Medicare and Medicaid) and shall provide proof of screening against applicable exclusion lists before providing services under this Agreement.
8-1.5 Shall agree to participate in NGH’s program for city/county employees, including a waiver of co-pays and deductibles within the Metropolitan Government of Nashville & Davidson County's self-insured system.

8-1.6 NGH requires the anesthesiologists identified pursuant to this RFP to provide NGH surgeons with the following:

8-1.6.1 Dependability: Arrive on-time for each case

8-1.6.2 Quality: Meet the core measure quality standards that the Joint Commission, the Centers for Medicare and Medicaid Services [CMS], the Anesthesia Quality Institute (AQI) and the Multicenter Perioperative Outcomes Group (MPOG) have established.

8-1.6.3 Help facilitate quick case turn-over

8-1.6.4 Be open to accommodating additional cases

8-1.6.5 Be flexible in operating room scheduling

8-1.7 NGH requires the anesthesiologists identified pursuant to this RFP to provide NGH patients with the following:

8-1.7.1 Comfort.

8-1.7.2 No pain during procedure [effective pain control]

8-1.7.3 No post-op pain or nausea [effective pain control, and postoperative nausea and vomiting (PONV).]

8-1.7.4 Respect for their time:

8-1.7.5 Low cancellation rates

8-1.7.6 On-time starts

8-2 Communication:

8-2.1 Pre-op — ensure they are prepared for and qualified for procedure. This requires proper consultation with the surgeon from an anesthesia perspective.

8-2.2 Post-op — give contact information and the invitation to call with questions after discharge

8-3 NGH hospital leadership requires the anesthesiologists identified pursuant to this RFP to provide the following:

8-4 Ownership of the Operating Room (OR): A leadership role in helping the OR run efficiently, including management of the PACU.

8-5 Quality: The ability to provide for current, and implement future, anesthesia needs.

8-6 Measurement: The ability to demonstrate superior outcomes. Provide quality dashboards to share with hospital committee(s) and surgery staff.

8-7 Collaboration: Willingness to work together. It is also important to recognize the needs of nurses and other hospital staff. Nurses' needs are similar to those of surgeons, but they are also looking for the anesthesiologists, as surgeons' MD peers, to help communicate with surgeons and keep the OR running efficiently.

9 Nature of the Contract

9-1 Medical Services Providers and Dental/Oral Surgery Residency Training Affiliation
9-1.1 Contractor shall supply a sufficient number of licensed providers and support personnel to staff the Anesthesia Department ("Department") twenty-four (24) hours per day, each day of the year, to all patients who present themselves for services at the hospital or in the Department. One Department Physician shall be physically present in the Department at all such times, and when on call, such coverage physician must be able to reliably arrive at the hospital within 15 minutes of a call.

9-1.2 Department Provider coverage may be modified from time to time as volume, service demand and other factors present. Hospital acknowledges that the Contractor may perform its obligations directly or indirectly through subcontracted Providers, provided that each Department Provider meets the requirements set forth herein with respect to qualifications required by Hospital.

9-1.3 Contractor also may provide CRNAs and nurse practitioners (hereinafter collectively included as "Providers") to supplement the physician staffing of the Department, and supplement the coverage provided by the Department Physicians arranged by the Contractor if requested by Hospital.

9-1.4 Department Providers also shall respond to "Anesthesia calls" as announced on Hospital's paging and/or public address system provided such response is not in conflict with the Department Physician's duty to extant surgical or procedural patients in the Department.

9-1.5 Department anesthesiologists will support training programs including, but not limited to, Meharry Medical College training programs and CRNA student training programs. Contractor will collaborate with Meharry Medical College to ensure Contractor's credentials and academic qualifications meet certification expectations, including American Board of Anesthesiology (ABA) requirements.

9-2 Department Director

9-2.1 A physician, who is a provider in the Department, shall be mutually agreed upon by the Contractor and Hospital, as the Chief of Service ("Chief") for the Department. The Chief will be responsible for direct overall supervision of the Department Providers.

9-2.2 The Chief shall be a member of the Hospital's committee on Anesthesia care as well as the Medical Executive Committee and shall represent Contractor in all day to day administrative and staff activities and discussions. In addition to the above, the Chief shall be responsible for:

9-2.2.1 Attend medical staff meetings and administrative meetings relating to the operation of the Department as required by the hospital medical staff rules and regulations;

9-2.2.2 Schedule all Department Providers;

9-2.2.3 Provide oversight for the Anesthesia Physician Peer Review process;

9-2.2.4 Daily supervision of medical care delivered in the Department;

9-2.2.5 Consulting with Hospital on nursing staff personnel and policies, clerical and financial staff personnel and policies, and any other policies affecting the delivery of Anesthesia medical care in the Department and resulting
admissions to inpatient services; and,

9-2.2.6 Providing consultation to Hospital administration as to the management of the Department in order to enhance service to the Hospital and the public.

9-3 Insurance Coverage

9-3.1 Contractor shall at its sole expense procure and maintain for the duration of this agreement and any extension hereof commercial general liability insurance, including broad form contractual, in a minimum amount of $1,000,000 per occurrence / $3,000,000 aggregate for bodily injury, personal injury, and property damage. Such insurance shall:

9-3.1.1 Contain or be endorsed to contain a provision that includes Metropolitan Hospital Authority of Nashville and Davidson County, Tennessee (MHA), and NGH/BLTC/Knowles, their officials, officers and employees as additional insureds with respect to liability arising out of work or operations performed by or on behalf of Contractor.

9-3.1.2 For any claims related to this agreement, Contractor’ insurance coverage shall be primary insurance as respects NGH, its officials, officers and employees. Any insurance or self-insurance programs covering NGH shall be excess of Contractor’ insurance and shall not contribute with it.

9-3.2 Contractor shall procure and maintain for the duration this agreement and any extension hereof professional liability insurance (including errors & omissions) covering claims arising from real or alleged errors, omissions, or negligent acts committed in the performance of professional services under this agreement with limits of not less than $1,000,000 per occurrence / $3,000,000 aggregate. If such coverage is written on a claims-made form following termination of this agreement, coverage shall survive for a period of no less than five (5) years. Coverage shall provide for a retroactive date of placement coinciding with the effective date of this agreement.

9-3.3 Contractor shall procure and maintain for the term of this agreement worker’s compensation insurance with statutory limits as required by the State of Tennessee or other applicable laws and employers’ liability insurance with limits of not less than $300,000. Contractor shall require each of its subcontractors to provide Workers’ Compensation for all of the latter’s employees to be engaged in such work unless such employees are covered by Contractor’ workers compensation insurance coverage.

9-3.4 Upon acceptance of this agreement, Contractor shall provide NGH with Certificates of Insurance evidencing the above coverage. Contractor shall provide that such insurance shall not be cancelled, allowed to expire or be materially reduced in coverage except on 30 days’ prior written notice to NGH except ten (10) days in the event of non-payment of premium. Contractor shall replace certificates for any such insurance expiring prior to completion of services.
Failure to maintain or renew coverage or to provide evidence of renewal may be treated by NGH as a material breach of contract. The aggregate amount of the insurance shall not be reduced by legal costs.

9-3.5 The insurer shall agree to waive all rights of subrogation against MHA and NGH for losses arising from work performed by Contractor for NGH.

9-3.6 If such coverage is provided on a claims made basis, such insurance shall continue throughout the term of this Agreement.

9-3.7 Upon the termination of this Agreement, termination of a Department Providers’ relationship with the Contractor or the expiration or cancellation of the insurance, Contractor shall continue its existing coverage in order to ensure that Department Providers remain covered by insurance for acts that occurred while providing services on the Contractor’s behalf pursuant to this Agreement.

9-3.8 Upon change of Contractor’s coverage to another carrier, Contractor shall purchase “tail” insurance coverage as necessary to continue coverage of Department Providers.

9-4 Standards of Operation

9-4.1 Department Providers shall conduct their activities in the Department in accordance with applicable state and federal laws and regulations and with the requirements and standards of The Joint Commission, the American Society of Anesthesiologists, and the policies, practices, rules or regulations as may be established from time to time by either or both Hospital and its medical staff, pursuant to the medical staff bylaws.

9-4.2 Physicians shall agree to participate in Department and Committees of the Medical Staff and NGH and its Board of Trustees Committees. Physicians will hold Anesthesia medicine medical staff department meeting monthly. Contractor also will ensure department physician attendance and participation at in-service and monthly meetings, along with collaboration with OR staff for identified learning opportunities [e.g., malignant hyperthermia drill, code in OR, etc.].

9-4.3 Contractor physicians should be qualified and willing to teach Meharry Medical College students and residents.

9-5 Quality Metrics

9-5.1 Contractor will meet goals mutually established on an annual basis, between the Contractor and Hospital, for patient throughput, patient satisfaction, and clinical quality. These are to include at a minimum the core measure quality standards that the Joint Commission, the Centers for Medicare and Medicaid Services [CMS], the Anesthesia Quality Institute (AQI) and the Multicenter Perioperative Outcomes Group (MPOG) have established. They will further include including, but not limited to the elements set forth in the following survey
questions to be provided to Hospital surgeons as well as other Hospital Stakeholders [represented in parenthesis, e.g., “(Quality Management Dept.)”].

9-5.1.1 For the surgery department:

9-5.1.1.1 Is there open and effective collegial communication between your service and the Anesthesia Department?

9-5.1.1.2 Is safety the top priority in the Anesthesia Department?

9-5.1.1.3 Anesthesiologists and CRNAs willingly participate in surgical time-outs/performance rate of 100%.

9-5.1.1.4 Does the Anesthesiologist participate in operating room briefings?

9-5.1.1.5 Would you allow any member of the Anesthesia Department to anesthetize you or one of your family members?

9-5.1.1.6 Are the Anesthesiologists accessible to the surgeons?

9-5.1.1.7 Do you feel the Anesthesia Department works with you and your service as a team to achieve mutual goals?

9-5.1.1.8 Is there a culture of professionalism within the Anesthesia Department?

9-5.1.1.9 If requested, does the Anesthesia Department offer educational opportunities for you and your staff?

9-5.1.1.10 Do the Anesthesiologists actively assist in starting cases on time?

9-5.1.1.11 Is the Anesthesia Department actively engaged in running the operating room, improving efficiency, and providing adequate access to the operating room?

9-5.1.2 Other quality stakeholder metrics:

9-5.1.2.1 Adherence to ASA's Basic Standards for Pre-anesthesia Care, Standards for Basic Anesthetic Monitoring, Standards for Post-Anesthesia Care and Guidelines for Ambulatory Anesthesia and Surgery.

9-5.1.2.2 Verification that anesthesia machines and OR equipment are available and are used (e.g., "Is an oxygen analyzer with a low oxygen concentration limit audible alarm is use at all times?"

9-5.1.2.3 Does the Anesthesia Department have or guidelines in place for management of perioperative glycemic control, including the availability of bedside glucose testing equipment?

9-5.1.2.4 Do you track perioperative temperature management as a part of the SCIP process? (if applicable)

9-5.1.2.5 Are pencil-point needles the usual spinal needle utilized in OB regional anesthesia? (Chief Nursing Officer or OB Nurse Mgr.)

9-5.1.2.6 Is the department actively involved in achieving and documenting SCIP protocols? (Quality Management Dept.)

9-5.1.2.7 Do patients on chronic beta-blockers have their medication continued through the perioperative period? (Quality Management Dept.)
9-5.1.2.8 Is a policy in place (and followed) to assure maximum sterile barrier technique (MSBT) and the use of ultrasound for the placement of invasive lines? (Quality Management Dept.)

9-5.1.2.9 Is perioperative temperature tracked per ASA standards? (Quality Management Dept.)

9-5.1.2.10 Does the department have processes in place to allow for feedback from patients, nurses, surgeons, and/or administrators (i.e., surveys, peer review evaluations, 360° feedback)?

9-5.1.2.11 Compliance with The Joint Commission standards, e.g., Does the department provide Continuous Professional Performance Evaluations?

9-5.1.2.12 Is there a standard procedure for hand-offs? (PACU Nurse);

9-5.1.2.13 Do anesthesiologists participate in the governance and committee work of the hospital? (Administration)

9-5.1.2.14 How regularly does the group membership meet? Is attendance greater than 75%?

9-5.1.2.15 Is the response time to most pages to the department of anesthesia timely?

9-5.1.2.16 Is the anesthesia department actively involved in "Clinical Quality Value Analysis" and/or other cost effectiveness measures? (Administration)

9-5.1.3 Core Measures (relevant to Anesthesiology Department).

9-5.1.4 Implementation of AHRQ Anesthesiology Department initiatives.

9-6 Financial Arrangements

9-6.1 Each proposal must include a proposed financial arrangement, to include payment terms.

9-6.2 The Contractor’s proposed budget must be guaranteed to the hospital for the thirty-six [36] month period 1 April 2014 to March 31, 2017.

9-7 Contractor Billing Responsibility [Please refer to NGH’s payor mix data in Attachment D]

9-7.1 MNHA anticipates negotiating with the winning bidder to determine the most efficacious methodology for billing for services that Contractor renders pursuant to the final professional service agreement. Should the parties determine that Contract will bill and collect for services provided by Department Providers, then the parties agree that all such billings will conform to the requirements of state and federal law, including false claims statutes. Receipts from Contractor’s billings would then be its property and remuneration for services rendered by Contractor and Department Providers. In performing its billings, Contractor will:

9-7.1.1 Charge Hospital patients only for the professional component and shall not charge any Hospital patient for the technical component;

9-7.1.2 Be responsible for billing patients or third party insurance carriers directly
these charges;
9-7.1.3 Assume the costs associated with such billing, including the costs of preparing, mailing and collecting the bills.

9-8 Payment for Physician Services
9-8.1 Payment for clinical services.
  9-8.1.1 Contractor will charge only for professional services on a fee for service basis;
  9-8.1.2 Assume the costs associated with such billing, including the costs of preparing, mailing and collecting the bills;
  9-8.1.3 Hospital is required by its municipal charter to provide free care for Davidson County [Nashville] patients whom the Hospital certifies through a vetting process are indigent. Therefore, for professional services provided to Davidson County indigent patients based on the Hospital’s established application process for determining and certifying a patient’s indigency, as well as for the Hospital’s self-pay patients, Hospital will remit to Contractor 80% of the Medicare allowable amount (by specific CPT codes) for the professional component of care delivered to each patient for which Contractor does not receive payment. Hospital currently employs ESI Healthcare Business Solutions, LLC, to provide this documentation and billing confirmation service.
  9-8.1.4 Maintain a third party payer contract inventory that matches Hospital’s contract inventory. Contractor shall participate in the Metropolitan Government employee incentive program.

9-8.2 Payment for non-clinical services.
9-8.3 Hospital and Contractor will identify specific job descriptions for physician administrative time. Such physicians will be subject to an evaluation process conducted by the Hospital CEO, or his designee, no less than annually
9-8.4 Pursuant to Hospital’s policies and federal and state laws covering hospital payments to physicians for services rendered, Hospital will compensate Contractor for the fair market value of documented physician time and effort required for administrative functions of the Medical Director.

9-9 Access to Books and Records
9-9.1 Contractor to keep full and accurate records, including accounting records, of the service operation covered by these specifications. All such records shall be retained for a period of three (3) years following the year to which they pertain. Records are subject to audit by the hospital or its representatives at any time during regular working hours.

9-10 Term
9-10.1 The contract must be for a thirty six month period from April 1, 2014 to March 31, 2017.

9-11 Termination
9-11.1 The cancellation clause in the contract shall include a minimum 120 day notice by either party and contain a no cause provision.

10 Background Information
10-1 Hospital

Established in 1880, Nashville General Hospital at Meharry is a publicly supported, academically affiliated community-based hospital. Nashville General Hospital serves many growing diverse communities in Middle Tennessee area and is considered the hospital home for many patients residing in Nashville’s North, Northwest, and West Side communities. The Hospital is known in the community as a place where anyone can receive care, regardless of their ability to pay. It is the main safety net facility for Davidson County.

NGH is one of two hospitals that serve as both the inpatient and outpatient clinical education centers for the Meharry Medical College School of Medicine.

NGH is an acute care facility with Anesthesia, ICU and Level IIb NICU services. It is not a certified trauma center. The Hospital provides high quality, charitable health care, offering a variety of health care programs and services, including:

- 24-hour Emergency Room
- Inpatient and same-day surgery
- Critical Care
- Radiology
- Bone & Joint Center
- Breast Health Center
- Cardiac Catheterization Lab
- Metro Employee Incentive health program
- Our Kids (forensic child sexual assault)
- Rehabilitation Therapy
- Robert E. Hardy Cancer Clinic
- School of Health Sciences Education
- Women's Health Care

In 2012, Nashville General Hospital had 4,523 inpatient discharges and provided 21,807 days of care, 112,958 Outpatient visits, 34,214 Emergency Room visits, 50,409 Clinic visits, and 685 Deliveries. Nashville General Hospital is accredited by The Joint Commission and operates an ACS Accredited Cancer Center.

Hospital patient visit volumes reflect the national trend of a shift from inpatient to outpatient services, with the Hospital experiencing a downtrend in both daily admissions
and average daily census, and an uptrend in patient visit volume for both the Anesthesia Department and Clinics.

10-2 Mission
We are committed to providing excellent healthcare regardless of age, race, creed, gender, sexual preference or ability to pay. With the alliance of Meharry Medical College and Vanderbilt University, the Medical Staff and our employees will provide an educational and research environment based on the provision of comprehensive, compassionate, acute care services to those in need. Our employees, physicians, and vendors will be given the same respect, concern and caring attitude that they are expected to share with our customers.

In order to meet our vision, mission and values, we will work together to be financially viable while continuously improving our skills and resources through excellence in education and research. Our goal is the achievement of 100% access to healthcare and zero disparity -- between populations.

10-3 Vision
The vision of Nashville General Hospital’s leaders, physicians, and employees is to be an acclaimed healthcare center that demonstrates strength, compassion, and excellence in the provision of clinical care and service. Our campus serves as a welcoming learning environment for medical students, residents, and health science students for the discovery and application of knowledge.

We are proud to achieve our mission of educational and clinical excellence in an environment guided by a philosophy of respect and stewardship of our resources.

10-4 Values
1. Honesty and integrity in all we say and do.
2. Respect and dignity for all human kind.
3. Compassion to those we serve and to each other.
4. Competent, knowledgeable staff motivated to achieve personal and professional growth.
5. Accountability to society, our community and each other.
6. Teamwork to achieve our vision, mission and values.

10-5 Anesthesia Department
Nashville General Hospital has a Comprehensive Anesthesia Department. The entrance to the Anesthesia Department is accessible via the third floor operating rooms of the Hospital.

The Anesthesia Department is staffed currently by a group of anesthesiologists who are
employed by Meharry Medical Group. NGH contemplates that responders will plan to provide staff to NGH that are eligible for, and qualified to receive, faculty appointment consideration and are willing to teach. NGH contracts directly with 6 full time equivalent CRNA staff and a number of PRN staff. The CRNA staff are not members of Meharry Medical Group nor does the CRNA staff maintain faculty appointments at Meharry. Medical Staff physicians are available 24 hours per day for consultation from all major specialty areas. Meharry Medical College House Staff and Medical Students rotate through the Anesthesia Department each academic year and receive clinical and didactic training provided by Anesthesia Department physicians.

Further details about service volumes and other service demands of the Anesthesia Department are included as Exhibit D.

11 Proposal Questions
11-1.1 Contact Information
11-1.2 Provide the legal name, address, and telephone number of the business entity (“Firm”).
11-1.3 Provide the name, title, telephone number, fax number, and email address of all persons assigned to manage the proposal and contract negotiations.

11-2 About the Organization
11-2.1 Describe the legal structure and ownership of the business organization, the type of ownership, state of incorporation, and parent company, if any.
11-2.2 List present and prior business names.
11-2.3 Provide the name and location of other non-hospital clinical affiliations such as freestanding Anesthesia centers, urgent care centers and occupational health services.
11-2.4 Provide the names and credentials of Company who would be directly involved in the management of the contract.
11-2.5 Provide information regarding any determinations by other hospitals with whom your Company has provided similar services of deficiencies in your Company’s performance within the past three years.

11-3 Medical Director
11-3.1 Provide a copy of your Chief Medical Officer’s job description. What are the minimum qualifications, duties, and expectations of the Medical Director role?
11-3.2 Provide a job description for the NGH Medical Director
11-3.3 What is the process you would use to recruit, select and assign a Medical Director to the NGH Anesthesiology Department?
11-3.4 How will administrative coverage be provided in the absence of the Medical Director?
11-3.5 Identify resources and education that you provide to the medical director?

11-4 Physician Management
11-4.1 Provide the number of provider staff currently employed by your Firm in each of the following categories:
11-4.1.1 Board Certified in Anesthesia
11-4.1.2 Board Certified or active candidacy in other specialties
11-4.1.3 CRNA and other midlevel providers
11-4.1.4 Non-clinical support staff

11-4.2 Describe the method by which physicians are compensated, including any premium pay differentials and any compensation incentives that reward physicians for improved levels of service and patient satisfaction.

11-4.3 What physician performance metrics do you track?

11-4.4 Describe your Peer Review process.

11-4.5 How do you resolve performance issues with your physicians?

11-4.6 What is the process used to develop corrective action plans?

11-5 Recruiting and Credentialing

11-5.1 Describe your recruiting process, and resources you would commit to ensuring a stable group of physicians for Nashville General Hospital.

11-5.2 What resources do you provide to your physicians to ensure satisfaction and retention?

11-5.3 Describe you historic recruiting and physician retention metrics.

11-5.4 Describe your procedures for screening providers including processes for confirming the license, training, experience, background checks and references for each candidate for hire.

11-6 Staffing

11-6.1 What resources do you have available and what is your procedure for backfilling vacancies? Do you use locum Tenens, subcontracted physicians, or does the Firm bonus current contract physicians to accept reassignment?

11-6.2 Describe your procedures for the following processes:

11-6.2.1 Preparing staff schedules;
11-6.2.2 Obtaining coverage for planned absences such as vacations;
11-6.2.3 Obtaining coverage for unexpected absences such as illness;
11-6.2.4 Monitoring and updating current schedules;
11-6.2.5 Scheduling emergencies.

11-7 Provider Education

11-7.1 What are your Firm's requirements for continuing medical education?

11-7.2 What training and educational programs does your Firm either provide to staff or reimburse them for obtaining from outside sources?

11-7.3 How do you ensure individual provider compliance with completion and documentation of required continuing education credits and certifications?

11-8 Quality Assurance

11-8.1 Do you have reporting capabilities? If so, please outline what these capabilities are.
11-8.2 What Departmental performance metrics do you track related to provider and department performance? How has this information been shared with your hospital clients?

11-8.3 What resources can you provide to improve patient throughput?

11-8.4 How would you help ensure you can meet our hospital’s goals with respect to patient throughput?

11-8.5 Do you have experience with Emergency Severity Index (ESI) Five-Level Triage? (See: http://www.esitriage.org/)

11-8.6 Do you have experience with LEAN, Six Sigma, or any formally recognized performance improvement tools?

11-8.7 Provide an example of a patient throughput improvement initiative and the outcome.

11-9 **Risk Management and Compliance**

11-9.1 Describe your risk management program.

11-9.2 What have been your results at other facilities within the CMS Hospital Compare system? How do you ensure provider compliance with core measures?

11-9.3 Do you provide tools and resources to your physicians to further patient safety?

11-9.4 Provide examples of risk management initiatives your firm has utilized and how it has impacted your claims rate? How do your metrics compare to industry averages?

11-9.5 Describe how you ensure appropriate documentation.

11-9.6 In the event, one of your physicians is named in a claim, what kind of support can you provide him/her?

11-9.7 Do you utilize care pathways/clinical protocols?

11-9.8 Describe your organization’s compliance program.

11-9.9 Describe programs in place to address governmental compliance including, but not limited to, EMTALA, HIPAA, the HITECH Act, the Federal False Claims Act, and screening for exclusion from federal and state healthcare programs.

11-9.10 What resources can your organization provide in regard to Joint Commission reviews?

11-9.11 What resources can your organization provide with respect to disaster preparedness?

11-10 **Customer Satisfaction**

11-10.1 What resources can your organization provide to improve patient satisfaction?

11-10.2 How do you ensure medical staff satisfaction?

11-10.3 What steps do you take to enhance Anesthesia nurse satisfaction?

11-10.4 What assistance can you provide to the Anesthesiology Department nurse manager?

11-11 **Patient Flow**
11-11.1 Describe your Firm's use of CRNAs in hospital Anesthesia Departments and with conscious sedation programs.

11-11.2 Describe how you will monitor and control for appropriateness the patient flow in the Post Anesthesia Care Unit (PACU) to determine if patients are being transported out of the PACU when ready? Specifically, what strategies and processes has your organization implemented to reduce PACU-to-inpatient times?

11-12 **Billing, Coding, and Documentation**

11-12.1 Describe your professional billing expertise and capabilities. How many patients do you bill for annually?

11-12.2 Describe your Firm's capability and experience in providing separate billing services, including procedures for setting charges and handling patient complaints and billing disputes.

11-12.3 What is the Firm’s effective realization rate for government and third-party payors?

11-12.4 What activities do you employ to ensure correct billing and coding? Describe the firm’s compliance program regarding government and commercial health plan coding requirements? Do you employ a certified coder to support Billing?

11-12.5 Describe how payer information exchanged will be exchanged between the Firm and the Hospital to facilitate accurate and efficient billing?

11-13 **Fees and Contracting**

11-13.1 Provide your proposed fee schedule breakdown for all services to be provided.

11-13.2 Provide an inventory of current third party payer agreements

11-14 **IT Systems and Documentation**

11-14.1 What provisions do you have for physician training in documentation and coding?

11-14.2 How well are your providers experienced in use of such Anesthesia Department IT management systems?

11-15 **Transition**

11-15.1 Describe the transition process that you would undertake.

11-15.2 What differentiates you from other groups?

11-16 **Conclusion**

11-16.1 Please summarize why NGH should select your Firm. Identify the specific services that you propose to provide, describe what makes you uniquely qualified to provide these services, and state why we should select your Firm as our number one choice.
Attachments

A. Confirmation of Receipt of RFP Form

B. Affidavits of Compliance

C. Contractor Certifications, Declarations and Warranties

D. NGH Anesthesia Department Block Schedule; Payor Mix; Claims Data; and OR Coverage Schedules [current]

E. Professional Services Agreement—With Metro Government and MNHA Required Terms
## Acknowledgement: Receipt of RFP Documents

**FAX TO: 615-341-4493**

<table>
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<th>RFP Number</th>
<th>RFP Due Date</th>
<th>Due Date Time</th>
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<td>20 January 2014</td>
<td>4:00 PM</td>
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| RFP Title | Provider Staffing and Management Of Hospital-Based Anesthesia Department Services |

This acknowledgement is crucial in maintaining bidder records for proposal follow-up procedures (i.e., addendum, questions about proposal).

Please check one of the following:  
- [ ] submitting proposal  
- [x] NOT submitting proposal

Print of type the following information:

- Company name: __________________________________________________________
- Address: __________________________________________________________________
- City or Town: _____________________________________________________________
- Phone: ____________________________________________________________________
- Fax: _____________________________________________________________________
- Received by: _______________________________________________________________
- Email: ___________________________________________________________________
Attachment B
Affidavit of Compliance

State of ___________________                    County of _____________________

As used herein, “Offeror” will include bidders and proposers.

Compliance with Laws: After first being duly sworn according to law, the undersigned (Affiant) states that he/she is the ________________________________________________ (Title) of _____________________________________________________ (Offeror), and that Offeror is presently in compliance with, and will continue to maintain compliance with, all applicable laws. Thus, Affiant states that Offeror has all applicable licenses, including business licenses, copies of which are attached hereto. Finally, Affiant states that Offeror is current on its payment of all applicable gross receipt taxes and personal property taxes.

Contingent Fees: In accordance with the Metropolitan Government’s 1992 Procurement Code, it is a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a Metropolitan Government contract upon an agreement or understanding for a contingent commission, percentage, or brokerage fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. After first being duly sworn according to law, the undersigned (Affiant) states that the Offeror has not retained anyone in violation of the foregoing.

Non-Discrimination: After first being duly sworn according to law, the undersigned (Affiant) states that by its employment policy, standards, and practices the Offeror does not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal, or laying off of any individual due to his/her race, creed, color, national origin, age, or sex, and that the Offeror is not in violation of and will not violate any applicable laws concerning the employment of individuals with disabilities.

It is the policy of the Hospital Authority of the Metropolitan Government not to discriminate on the basis of age, race, sex, color, national origin, or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of its contract with the MHA, Offeror certifies and warrants it will comply with this policy.

And Further Affiant sayeth not:

By: ____________________________________________
Title: __________________________________________
Address: _______________________________________

Sworn to and subscribed before me on this ___ day of _____________, 2013.

_________________________________________
Notary Public
My commission expires: _____________________
Attachment C

Contractor Certifications, Representations and Warranties

Upon submitting any bid for this RFP with the Metropolitan Nashville Hospital Authority, Contractor certifies that the following representations and warranties are true:

(A) Authority. Contractor has authority to enter into and perform its obligations under as required under this RFP, and any resulting provider Agreement should MNHA deem Contractor to be the winning bidder. Contractor warrants that should it be so chosen it will in good faith enter into final negotiations on the provider agreement attached as an exhibit hereto. Contractor’s signatory has authority to bind Contractor to this Agreement. This RFP bid and the resulting Provider Agreement constitute valid and binding obligations of Contractor, enforceable in accordance with its terms. Contractor is qualified to do business and in good standing in the State of Tennessee.

(B) The Contractor represents, warrants and covenants that it has carefully examined the specifications and all provisions contained in the Request for Bids relating to items to be furnished, and understands the meaning, content, and requirements of and agrees to the same. The bid must be signed, on company letterhead, sealed, plainly marked: RFP #13-002; Provider Staffing and Management Of Hospital-Based Anesthesia Department Services, by 4:00 pm. C.S.T. on Thursday December 5, 2013. Contractor understands that no faxed or verbal bids will be accepted. Contractor is responsible for the timely delivery of its bid packages to Metro Nashville Hospital Authority and a postage meter mark is not sufficient evidence of mailing any bid package. Bids may be withdrawn by notifying the Metro Nashville Hospital Authority in writing prior to the submission deadline.

(C) Sales and Use Tax Collection. Contractor collects and remits sales and use taxes as and to the extent required under Tennessee law.

(D) No Gratuities. Contractor has not directly or indirectly offered or given any gratuities (in the form of entertainment, gifts, or otherwise), to any Judicial Branch Personnel with a view toward securing this Agreement or securing favorable treatment with respect to any determinations concerning the performance of this Agreement.

(E) No Conflict of Interest. Contractor has no interest that would constitute a conflict of interest and so certifies by the following statement:

No member, officer, or employee of the board; no member of the governing body of the locality in which the contract is to be performed, and no other public official of such locality who exercise any functions or responsibilities with respect to the Contract, shall, during his tenure, or for one (1) year thereafter, have any interest, direct or indirect, in this Contract or the proceeds thereof.

Proposer declares that as of the date of the declaration, neither the Mayor, any Councilman, Director, nor any other Metropolitan Government Official, including the Board and Executives of the Metro Nashville Hospital Authority is directly or indirectly interested in any contact for which compensation will be sought during the period of time covered by such statement: and furthermore, pledging that the Proposer will notify the Director of
Finance in writing should any Metropolitan Government Official become either directly or indirectly interested in any contract for which compensation will be sought during the aforesaid period. In addition, as of the date of the final award of the resulting Provider Agreement contemplated by this RFP, the Proposer or Bidder has not given or donated, or promised to give or donate, directly or indirectly, to any official or employee of The Metropolitan Government, or to anyone else, for his/her benefit any sum of money or other thing of value for aid or assistance in obtaining any contract for which compensation will be claimed during the aforesaid period.

Proposer/Bidder does further declare, in determining the prices and/or amounts of the proposal, they have not colluded with any other person, firm, corporation or association, in arriving at said prices and/or amounts or in any way violated the terms, conditions and/or spirit of the provisions of 15 U.S.C., §§1 through 7 (Sherman Anti-Trust Act.)

(F) Gratuities and Kickbacks. Contractor warrants and affirms that it understands that it shall be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore. It shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of this RFP, or any related Provider Agreement. Breach of the provisions of this paragraph is, in addition to a breach of this RFP process and any resulting Provider Agreement, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under Metropolitan Nashville Hospital Authority contracts.

(G) No Interference with Other Contracts. To the best of Contractor’s knowledge, this Agreement does not create a material conflict of interest or default under any of Contractor’s other contracts.

(H) Subcontracting. Contractor must declare their intention to use a sub-contractor to perform any one or multiple parts of this bid, and identify all sub-contractors in relation to the work they will perform as part of this bid. Sub-contractors must meet all of the specifications, requirements, and qualifications of this bid. The Contractor shall guarantee all work performed by its sub-contractors. The Contractor may not use sub-contractors other than those specifically declared and identified in this bid, unless the Contractor first receives approval from the Metro Nashville Hospital Authority. Sub-contracting will not be permitted after the bid opening if the Contractor does not declare their intent to use a sub-contractor in this bid.

(I) No Litigation. No suit, action, arbitration, or legal, administrative, or other proceeding or governmental investigation is pending or, to Contractor’s knowledge, threatened against or
affecting Contractor or Contractor’s business, financial condition, or ability to perform this Agreement, except any suit, action, arbitration, proceeding, or investigation that individually or in the aggregate with others will not or would not have a material adverse effect on Contractor’s business, the validity or enforceability of this Agreement, or Contractor’s ability to perform this Agreement.

(J) Compliance with Laws Generally. Contractor complies in all material respects with all laws, rules, and regulations applicable to Contractor’s business and services, and pays all undisputed debts when they come due.

(K) Work Eligibility. All personnel assigned to perform this Agreement are able to work legally in the United States and possess valid proof of work eligibility.

(L) No Harassment. Contractor does not engage in unlawful harassment, including sexual harassment, with respect to any persons with whom Contractor may interact in the performance of this Agreement, and Contractor takes all reasonable steps to prevent harassment from occurring.

(M) Non-discrimination. Contractor complies with the federal Americans with Disabilities Act (42 U.S.C. 12101 et seq.). Contractor does not unlawfully discriminate against any employee or applicant for employment because of age (40 and over), ancestry, color, creed, disability (mental or physical) including HIV and AIDS, marital or domestic partner status, medical condition (including cancer and genetic characteristics), national origin, race, religion, request for family and medical care leave, sex (including gender and gender identity), and sexual orientation. Contractor has notified in writing each labor organization with which Contractor has a collective bargaining or other agreement of Contractor’s obligations of non-discrimination.

(N) Special Provisions regarding Compliance with National Labor Relations Board Orders. If this Agreement provides for making any purchase of goods or services from a private entity, except for a purchase of goods by credit card for an amount less than $2,500 from any one Contractor (but not to exceed in the aggregate $7,500 per year from the Contractor), no more than one, final unappealable finding of contempt of court by a federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor’s failure to comply with an order of the National Labor Relations Board. Contractor swears under penalty of perjury that this representation is true.

(O) Under penalty of perjury, the declarations in this document are true and correct and will remain so until Contractor delivers any amendment of a current declaration to the Metro Nashville Hospital Authority, in which case the current declaration as amended will be true and correct.

(P) Covenant as to Representations and Warranties. Contractor shall cause its representations and warranties to remain true during the Term. Contractor shall promptly notify the Metro Nashville Hospital Authority if any representation and warranty becomes untrue.
Signatory

Printed Name:________________________________
# NGH Anesthesia Department Base Unit/Claims Totals

## Block Schedule

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<th>ROOM</th>
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</table>
### December 2012 - October 2013 Anesthesia Billings and Collections by Payor

<table>
<thead>
<tr>
<th>Payor</th>
<th># of Cases</th>
<th>% of Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>BCBS</td>
<td>249</td>
<td>8.98%</td>
</tr>
<tr>
<td>Champus</td>
<td>5</td>
<td>0.15%</td>
</tr>
<tr>
<td>Charity</td>
<td>1,268</td>
<td>41.22%</td>
</tr>
<tr>
<td>Commercial</td>
<td>97</td>
<td>2.86%</td>
</tr>
<tr>
<td>Managed Care</td>
<td>431</td>
<td>15.38%</td>
</tr>
<tr>
<td>Medicaid</td>
<td>711</td>
<td>22.26%</td>
</tr>
<tr>
<td>Medicare</td>
<td>228</td>
<td>7.19%</td>
</tr>
<tr>
<td>Other/Unapplied</td>
<td>0</td>
<td>0.00%</td>
</tr>
<tr>
<td>Patient</td>
<td>102</td>
<td>1.96%</td>
</tr>
<tr>
<td><strong>Grand Totals</strong></td>
<td><strong>3,091</strong></td>
<td><strong>100.00%</strong></td>
</tr>
</tbody>
</table>

### Surgical Stats Summary

<table>
<thead>
<tr>
<th></th>
<th>FY 2012</th>
<th>FY 2013</th>
</tr>
</thead>
<tbody>
<tr>
<td>Grand Total Of Minutes for Case Start/Stop:</td>
<td>203,967</td>
<td>226,397</td>
</tr>
<tr>
<td>Grand Total Of Minutes for Room In/Out:</td>
<td>301,682</td>
<td>331,640</td>
</tr>
<tr>
<td>Grand Total Of Cases:</td>
<td>2,716</td>
<td>2,795</td>
</tr>
</tbody>
</table>
Attachment E

Professional Services Agreement—
With Metro Government and MNHA Required Terms

CONTRACT BETWEEN
THE HOSPITAL AUTHORITY OF
METROPOLITAN NASHVILLE AND DAVIDSON COUNTY
AND
CONTRACTOR NAME
FOR PURCHASE OF ANESTHESIOLOGY SERVICES

This contract is entered into on this ___ day of _____, 2014, by and between THE HOSPITAL
AUTHORITY OF METROPOLITAN NASHVILLE GOVERNMENT OF NASHVILLE AND
DAVIDSON COUNTY ("MHA") and ________ ("Contractor"). This contract consists of the
following documents:

• This document,
• ____________ # ___,
• Contractor’s Response, and
• _____

In the event of conflicting provisions, all documents shall be construed according to the following
priorities:

• any properly executed amendment or change order to this contract (most recent
with first priority),
• this contract,
• ____________
• Contractor’s Response, and
• _____

1. Duties and Responsibilities of Contractor. Contractor agrees to provide and MHA agrees
to purchase the following services:

a) Medical Services by Department Providers. Contractor will supply a sufficient number
of licensed physicians (hereinafter individually a “Department Provider” or collectively
“Department Providers”) to staff the Department twenty-four (24) hours per day, each day
of the year to provide anesthesia services to all patients who need such services at
Nashville General Hospital. At least two Department Providers will be physically present
in the Department at all times. Actual Department Provider coverage may be modified
from time to time as mutually agreed upon by the parties. Hospital acknowledges that
Contractor will perform its obligations directly or indirectly through contracts with
Department Providers, provided Department Providers meet the requirements set forth
herein with respect to qualifications required by Hospital. Department Providers also will
respond to "Anesthesia calls" and Code Blue warnings as announced on Hospital's
paging and/or public address system provided such response is not in conflict with the
Department Provider’s duty to patients with Anesthesia services in the Department.
Department Providers supplied by Contractor may also render non-Anesthesia medical services upon mutual agreement between Contractor and Hospital. Such services will be charged to patients at the rates that Contractor then has in effect.

b) **Department Director.** A Department Provider who is a physician mutually agreed upon by Contractor and Hospital will be designated as the medical director for the Department (hereinafter "Director"). The Director will be responsible for direct overall supervision of the Department Providers. The Director will be a member of the Hospital's committee on Anesthesia care and will represent Contractor in all day to day administrative and staff activities and discussions. In addition to the above, the Director will be responsible for:

i. Attending medical staff meetings and administrative meetings relating to the operation of the Department as reasonably requested;

ii. Scheduling Department Providers;

iii. Day to Day responsibility for supervision of delivery of medical and anesthesia care in the Department, including supervision of Certified Registered Nurse Anesthetists and CRNA students;

iv. Consulting with Hospital on nursing staff personnel and policies, and clerical and financial staff personnel and policies, and any other policies which affect the delivery of Anesthesia medical care in the Department; and,

v. Conferring, from time to time, with Hospital administration and consulting as to the organization and management of the Department in order to enhance its public service capabilities, efficiency, and quality of medical care.

c) **Insurance Coverage.** During the term of this Contract, Contractor shall at its sole expense obtain and maintain in full force and effect for the duration of the Agreement and any extension hereof at least the following types and amounts of insurance for claims which may arise from or in connection with this Agreement.

i. **Medical Malpractice Coverage:** Contractor will ensure maintenance of professional liability insurance covering both Contractor and Department Providers for services rendered in the Department pursuant to this Agreement with liability limits of One Million Dollars ($1,000,000) per occurrence and Three Million Dollars ($3,000,000) in the aggregate. If such coverage is provided on a claims made basis, such insurance will continue throughout the term of this Agreement. Upon the termination of this Agreement, termination of a Department Providers' relationship with Contractor or the expiration or cancellation of the insurance, Contractor will continue its existing coverage in order to ensure that Department Providers remain covered by insurance for acts that occurred while providing services on Contractor's behalf pursuant to this Agreement. Upon change of Contractor's coverage to another carrier, Contractor will purchase “tail” insurance coverage as necessary to continue coverage of Department Providers providing services hereunder. If requested by Hospital, Contractor will provide Hospital with certificates of insurance evidencing the insurance coverage required under this section. Contractor will promptly notify Hospital of any cancellation, reduction, or
other material change in the amount or scope of coverage required under this section.

ii. Commercial General Liability Insurance occurrence version commercial general liability insurance or equivalent form with a limit of not less than one million ($1,000,000.00) dollars each occurrence for bodily injury, personal injury, and property damage. If such insurance contains a general aggregate limit, it shall apply separately to the work/location in this Agreement or be no less than two times the occurrence limit.

Such insurance shall:
   a.) Contain or be endorsed to contain a provision that includes MHA, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed insureds.

   b.) For any claims related to this agreement, Contractor’s insurance coverage shall be primary insurance as respects MHA, its officers, officials, employees, and volunteers. Any insurance or self-insurance programs covering MHA, its officials, officers, employees, and volunteers shall be excess of Contractor’s insurance and shall not contribute with it.

iii. Worker’s Compensation (If applicable), Contractor shall maintain workers’ compensation insurance with statutory limits as required by the State of Tennessee or other applicable laws and employers’ liability insurance with limits of not less than $100,000. Contractor shall require each of its subcontractors to provide Workers’ Compensation for all of the latter’s employees to be engaged in such work unless such employees are covered by Contractor’s workers’ compensation insurance coverage.

iv. Prior to commencement of services, furnish MHA with original certificates and amendatory endorsements effecting coverage required by this section and provide that such insurance shall not be cancelled, allowed to expire, or be materially reduced in coverage except on 30 days’ prior written notice to MHA’s Legal Department, 1818 Albion Street, 11th Floor, Nashville, TN 37208-2918.

v. Provide certified copies of endorsements and policies if requested by MHA in lieu of or in addition to certificates of insurance.

iii. Replace certificates, policies, and/or endorsements for any such insurance expiring prior to completion of services.

iv. Maintain such insurance from the time services commence until services are completed. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by MHA as a material breach of contract.

v. Place such insurance with insurer licensed to do business in Tennessee and having A.M. Best Company ratings of no less than A-. Modification of this
vi. Require all subcontractors to maintain during the term of the agreement Commercial General Liability insurance, Business Automobile Liability insurance, and Worker’s Compensation/Employers Liability insurance (unless subcontractor’s employees are covered by Contractor’s insurance) in the same manner as specified for Contractor. Contractor shall furnish subcontractor’s certificates of insurance to MHA without expense immediately upon request.

vii. Any deductibles and/or self-insured retentions greater than $10,000.00 must be disclosed to and approved by MHA prior to the commencement of services.

viii. If the Contractor has or obtains primary and excess policy(ies), there shall be no gap between the limits of the primary policy and the deductible features of the excess policies.

d) **Standards of Operation.** Department Providers will conduct their activities in the Department in accordance with applicable state and federal laws and regulations and with the requirements and standards of the Joint Commission, the American Society of Anesthesiologists, and the policies, practices, rules or regulations as may be established from time to time by Hospital and/or its medical staff, pursuant to the medical staff bylaws. The Department Providers, including Director, will be bound by the standards of conduct and bylaws of Hospital, applicable to members of its medical staff, including those pertaining to relations with administration, staff and patients.

e) **Quality Metrics.** On an annual basis, Contractor and Hospital will mutually agree upon quality metrics for the Department Providers to attain during the year. Within thirty (30) days prior to the end of each contract year, Contractor and Hospital will meet to review the quality metrics and will mutually agree on any adjustments for the following year.

f) **Quality Assurance.** Contractor, Providers and Practitioners will work actively with Hospital’s administrative staff to ensure continuous performance improvement within the Anesthesia Department. Contractor, Providers and Practitioners will assist Hospital in performing quality reviews as determined by Hospital’s Quality Management Department. Contractor, along with Providers and Practitioners, will appropriately monitor the utilization of ancillary tests in the Anesthesia Department, admission procedures in the Anesthesia Department and Anesthesia Department wait time on a monthly basis. Contractor further agrees to cause Providers and Practitioners to use their best efforts to commit to any quality improvement plans developed by Hospital for improvement of the Anesthesia Department.

g) **Physician and CRNA Certifications.** Clinical personnel have, or are in the process of obtaining, the following professional certifications: American Board of Anesthesiology certification, CRNA or AA certification, ASATT certification for anesthesia techs, and ACLS/PALS certification.

h) Contract’s department anesthesiologists will provide training to Meharry Medical College
medical students on rotation and physician residents who are training to become Board certified anesthesiologists. Contractor will collaborate with Meharry Medical College to ensure the residency program meets all ACGME and The American Board of Anesthesiology (ABA) requirements.

i) **Compliance with Hospital and Medical Staff Bylaws.** Contractor agrees to comply with and will cause Providers and Practitioners to comply with Hospital’s Medical Staff bylaws, which will be supplied to Contractor initially and as may be updated by Hospital and Medical Staff.

2. **Staff Membership and Approval.**

   a) **Privileges.** Contractor will provide that suitable qualified and licensed Department Providers are recruited and selected to work in the Department. Department Provider candidates will be required to observe the Hospital credentials review procedure as provided in the medical staff bylaws for granting of medical staff membership, and no Department Provider will work in the Department unless he/she has staff privileges.

   b) **Temporary Privileges.** If there is a delay by Hospital in granting staff privileges and approval of Department Providers supplied by Contractor, Hospital will grant temporary or short-term privileges pending approval of staff privileges in accordance with Hospital and Medical Staff bylaws.

   c) **Termination of Privileges.** Any Department Provider, including the Director, whose staff privileges are removed or restricted by Hospital will not work in the Department. Department Providers will not provide inpatient medical services or treatment except in the case of medical Anesthesia, and will not admit patients to the Hospital, except to the service of an active member of the Hospital's medical staff. In the event a patient requires admission and does not indicate a physician of choice, that patient will be admitted to the service of the physician on call, or otherwise as required by and pursuant to regulations, Hospital policies and procedures, and Medical Staff Bylaws. Upon the termination of this Agreement or upon the termination of any Department Provider’s affiliation with Contractor, the Department staff membership and Department clinical privileges of such Department Provider may be automatically terminated without further action by the Hospital. Contractor will cause any Department Provider supplied by Contractor to agree to the foregoing provision in his/her contract with Contractor.

3. **Removal of Department Providers.**

   a) **Without Cause.** All Department Providers assigned to staff Hospital are subject to continuing approval by Hospital. However, it is understood and agreed that in the normal course of events it will require at least ninety (90) days’ notice for Contractor to remove a Department Provider without cause from Hospital's schedule. Accordingly, Hospital will give Contractor not less than ninety (90) days written notice before it will require removal of a Department Provider without cause.

   b) **For Cause.** Hospital may require the removal of a Department Provider for cause without ninety (90) days’ written notice upon reasonable notice. In the event Hospital requests that Contractor remove a Department Provider for cause, such request must be made in writing specifying the reason(s) thereof.
4. **Term.**

   a) The term of this contract will begin on the date this contract is signed by all required parties and filed in the office of the MHA Chief Financial Officer. MHA contemplates that the contract term will begin on or about _____ (beginning date). The initial contract term will end on ____ (ending date).

   b) This contract __ may be / __ may not be extended for _____ (_____) additional term(s) of _____ (____) _____each. The option to extend shall be exercised by and in the discretion of the MHA Chief Executive Officer or his or her designee. To be effective, any extension must be approved by the MHA Chief Executive Officer, the Chief Financial Officer and MHA’s Legal Department. In no event shall the term of this contract, including extensions, exceed _____ (_____) _____.

5. **Compensation.** Contractor shall be paid _____, to be billed on monthly to Metro Nashville Hospital Authority. Additional requirements are as follows:

   a) **Contractor Billing Responsibility.** Contractor will independently bill for and collect for services provided by Department Providers. Receipts from Contractor’s billings will be its property and remuneration for services rendered by Contractor and Department Providers. In performing its billings, Contractor will:

      i) Charge Hospital patients only for the professional component and will not charge any Hospital patient for the technical component;

      ii) Charge for services on a fee for service basis;

      iii) Be responsible for billing patients or third party insurance carriers directly for these charges;

      iv) Assume the costs associated with such billing, including the costs of preparing, mailing and collecting the bills;

      v) Indicate on such bills that it is billing for the professional component of Department Providers’ services; and,

      vi) Establish a fee schedule(s) to be charged to all patients for services to patients furnished by Department Providers in the Department. Contractor will provide such fee schedule(s) to Hospital at Hospital’s request at any time.

   b) **Contractor Fee Schedule.** Contractor will establish a fee schedule(s) to be charged to all patients for services to patients furnished by Physicians and CRNAs in the Anesthesia Department. Contractor’s initial fee schedule(s) is attached hereto as Exhibit “A” and subsequent changes thereto will be provided to Hospital for approval prior to becoming effective, such approval not to be unreasonably withheld. The fees set forth in Contractor’s fee schedule will be reasonable and comparable to fees charged by Contractor at other client locations in Hospital’s general geographic area. Contractor will provide such fee schedule(s) to Hospital at Hospital’s request at any time. Hospital will not enter into any contract or agreement with any third party payer that will materially affect the financial benefits to Contractor under this Agreement without the written consent of Contractor.

   c) **Co-Payments.** Hospital will collect all payments made by patients at the time services are rendered (e.g. co-payments), and Hospital will pay Contractor on a weekly basis the fees for the Department Providers service component. Hospital will be responsible for billing
and collecting charges relating to services rendered by Hospital personnel other than Department Providers.

d) **Hospital Assistance with Contractor's Billing.** In order to allow Contractor to accurately and timely bill for professional services provided by Department Providers hereunder, Hospital agrees to provide Contractor or its on-site billing coordinator, as applicable, with either: (i) an electronic file transfer containing patient medical records and related information, including, but not limited to, physician transcription, physician notes, insurance cards and demographic information necessary to conduct physician billing (“Billing Documents”), or (ii) the requested assistance necessary to obtain legible paper copies of Billing Documents to forward to the billing company designated by Contractor, which assistance will include, but not be limited to:

i) Hospital will locate any missing Department records and forward such missing records to Contractor’s site coordinator as soon as possible. Such missing records will be clearly identified whenever added to a later twenty-four (24) hour batch.

ii) Hospital will arrange for patient signatures on forms noting patient’s responsibility for paying Contractor’s billings.

iii) Hospital will assist with other reasonable requests for information or record handling (including requests regarding insurance) by Contractor’s designated site coordinator or billing company.

e) Contractor will bear the expense of providing an on-site batcher to copy and send patient medical records to Contractor’s designated billing company.

f) In the event Hospital has implemented a Department Information System (DIS) or Imaging System, Contractor will electronically transmit Billing Documents from Hospital to Contractor’s designated billing company. In such event, Hospital will work cooperatively with Contractor, its designated billing company, and Contractor’s Information Technology department to facilitate the timely and accurate flow of Billing Documents to Contractor’s designated billing company. This information will be transmitted from Hospital to Contractor’s designated billing company in a secure HIPPA compliant electronic format on a daily basis. The Billing Documents transmitted in this fashion will include, but not be limited to: ADT Registration information (Patient Demographics, payor information, and disposition), event times, patient vital signs, provider record (text block if DIS), nursing record (text block if DIS), Department orders, laboratory results, Department medications, and Department discharge prescriptions.

g) **Materials to Patients.** The parties will collaborate, in good faith, a mechanism ensuring that patients who are seen in the Department, receive materials that describe the separate billing relationship between the patients and Contractor.

h) **No Other Charges.** There will be no other charges or fees for the performance of this contract. MNHA will make reasonable efforts to make payments within 30 days of receipt of invoice but in any event shall make payment within 60 days. MNHA will make reasonable efforts to make payments to Small Businesses within 15 days of receipt of invoice but in any event shall make payment within 60 days.

i) **Electronic Payment.** Upon request by MHA, the Contractor shall have thirty (30) days to complete and sign MHA’s form authorizing electronic payments to the Contractor. Thereafter, all payments to the Contractor, under this or any other contract the Contractor has with MHA, shall be made electronically.
6. **Independent Contractor Relationship.** Nothing herein will be construed as creating or requiring any employer/employee relationship, joint or loaned employee or any partnership or other joint entity or enterprise for any purpose, it being understood that Contractor will act hereunder as an independent contractor and none of the Department Providers performing services for Contractor pursuant to this Agreement, whether such Department Provider be a member, a partner, an employee, an independent contractor, or otherwise, will have any claim under this Agreement or otherwise against the Hospital for vacation pay, sick leave, retirement benefits of any kind. Except as to ensuring that Department Providers abide by Hospital Medical Staff Bylaws, rules and regulations and Hospital policies, Hospital will not exercise any control or direction over the methods by which Department Providers will perform their work functions.

In order to make clear the independent contractor relationship to the public and to patients, Department Providers will identify themselves on all correspondence as contractors with Contractor, operating the Department.

Department Providers who are independent contractors of Contractor will not perform services hereunder on behalf of Contractor but will instead exercise their own independent professional medical judgment in the performance of their duties hereunder. Contractor does not exercise any control or direction over the methods by which Department Providers who are independent contractors perform services to patients. Department Providers are not to be considered under this Agreement or otherwise as having an employee status or as being entitled to participate in any employee benefit plans, arrangements, distribution or other similar benefits which may be provided by Contractor.

The parties agree to take reasonable steps to make clear to patients that Department Providers supplied by Contractor are not employees, agents or contractors of Hospital, and that Hospital is not otherwise vicariously liable for the acts of the Department Providers. Such steps will include, but are not limited to, including such language in patient consent forms presented to patients at the time of service.

7. **Obligations of Hospital.** Hospital agrees to the following:

   a) **Hospital Support Staff.** In consultation with Contractor, Hospital will employ or assign suitable Department staffing consisting of the appropriate number of qualified registered nurses, licensed practical nurses, technicians, a qualified nursing supervisor to oversee nursing functions and other non-physician assistants and clerical staffing as may be needed for the proper and efficient operation of the Department. Such personnel will be subject to the rules, regulations and policies established for employees of the Hospital and will be under the immediate supervision of the registered nurse designated as Department Supervisor. In order that the Department may be maintained within appropriate standards of care and applicable regulations, Department Providers who are physicians will properly advise and instruct nursing personnel and technicians in matters relating to patient care where appropriate.

   b) **Supplies, Equipment, Etc.** Hospital will, at its expense during the term of this Agreement provide, at a minimum, the following facilities, services and supplies necessary for the proper and efficient operation of the Department:

      i) The area and facilities presently occupied by the Department or comparable facilities at Hospital.
ii) Furniture, files, office equipment, instruments, and related items presently in the Department at Hospital or comparable equipment.

iii) Maintenance of all items referred to in Subsections (i) and (ii) hereof and replacements thereof as necessary.

iv) Services including, but not limited to, janitorial, laundry, electricity, gas, water, heat, telephone, and other utilities.

v) Supplies such as chemicals, papers, stationery, and similar items necessary for the proper and effective operation of the Department.

vi) Maintenance of medical and surgical records of Hospital patients treated by Department Providers will be provided by Hospital in its medical records department. Contractor will have full access to such patient records, and one complete legible copy of such records will be furnished to Contractor at its request.

vii) An appropriately furnished room in which Department Providers may rest or sleep when their services are not otherwise required and also furnish meals for Department Providers when they are on duty.

viii) Office space for use by the Director suitable for the administration of the Department.

8. Taxes. MHA shall not be responsible for any taxes that are imposed on Contractor. Furthermore, Contractor understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to MHA.

9. Licensure. Contractor shall supply proof of current licensure and insurance policies as required under Tennessee law. [See generally, Tenn. Code Annot. Title 63, Chapters 6 and 9 for physicians and osteopaths, respectively, and Chapter 7 for nursing professionals, and the applicable rules for both professions that the Tennessee Department of Health promulgates]. Contractor shall notify MHA immediately upon its loss of licensure or insurance, or where such Contractor is put on actual or constructive notice by the State of Tennessee, or other regulatory body, of the possible sanction against, or loss of any required license hereunder. Contractor also shall notify MHA immediately of any complaint filed against its licensed providers, whether in a court of law, by state or federal governmental agency, or private credentialing body. Further, all providers, whether physicians or nurses, shall be licensed by the Department of Health under Title 63 of the Tennessee Code. No physician or nurse may be proffered for service be without a valid, current Tennessee medical or nursing license.

10. Termination--Breach. Should Contractor fail to fulfill in a timely and proper manner its obligations under this contract or if it should violate any of the terms of this contract, MHA shall have the right to immediately terminate the contract. Such termination shall not relieve Contractor of any liability to MHA for damages sustained by virtue of any breach by Contractor.

11. Termination--Funding. Should funding for this contract be discontinued, MHA shall have the right to terminate the contract immediately upon written notice to Contractor.

12. Termination--Notice. MHA may terminate this contract at any time upon one hundred twenty (120) days written notice to Contractor.

13. Compliance with Laws. Contractor agrees to comply with any applicable federal, state and local laws and regulations.
14. **Maintenance of Records.** Contractor shall maintain documentation for all charges against MHA. The books, records, and documents of Contractor, insofar as they relate to work performed or money received under the contract, shall be maintained for a period of three (3) full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by MHA or its duly appointed representatives. The records shall be maintained in accordance with generally accepted accounting principles.

15. **Monitoring.** The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by MHA, as well as its Department of Finance, its Chief Financial Officer, as well as the Metropolitan Government of Nashville and Davidson County’s Department of Finance/Division of Internal Audit, or their duly appointed representatives.

16. **Conflict of Interest.** Proposers [in this case, winning Contract bidder] are required to certify the following statement: No member, officer, or employee of the board; no member of the governing body of the locality in which the contract is to be performed, and no other public official of such locality who exercise any functions or responsibilities with respect to the Contract, shall, during his tenure, or for one (1) year thereafter, have any interest, direct or indirect, in this Contract or the proceeds thereof, excluding ownership in stock of Contractor. The successful proposer, upon being awarded a contract, shall sign the following Declaration:

a) Proposer [Contractor] declares that as of the date of the declaration, neither the Mayor, any Councilman, Director, nor any other Metropolitan Government Official is directly or indirectly interested in any contact for which compensation will be sought during the period of time covered by such statement: and furthermore, pledging that the Contractor will notify the Director of Finance in writing should any Metropolitan Government Official become either directly or indirectly interested in any contract for which compensation will be sought during the aforesaid period. In addition, as of the date of the Contract, the Contractor has not given or donated, or promised to give or donate, directly or indirectly, to any official or employee of The Metropolitan Government, or to anyone else, for his benefit any sum of money or other thing of value for aid or assistance in obtaining any contract for which compensation will be claimed during the aforesaid period.

b) This statement may be filed with Metro Nashville Hospital Authority, Department of Finance, and will expire at the end of the fiscal year of Hospital Authority, for which filed. Furthermore, the Contractor declare that by their employment policy standards and practices, they do not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal, or laying off of any individual due to that individual's race, creed, color, national origin, age or sex; and that they will not discriminate against any individual due to that individual's race, creed, color, national origin, age or sex."

c) Contractor does further declare, in determining the prices and/or amounts of the proposal, they have not colluded with any other person, firm, corporation or association, in arriving at said prices and/or amounts or in any way violated the terms, conditions and/or spirit of the provisions of 15 U.S.C., §§1 through 7 (Sherman Anti-Trust Act.)
17. **Certifications Required by the United States for Federal Contractors such as Hospital.** Contractor acknowledges that Hospital contracts with the United States Government, is therefore a federal contractor and that such status requires that Hospital ensure that all contracts affecting its patients, include certain certifications. Therefore, to the extent applicable to Contractor, the parties certify that they are in compliance and will remain in compliance with the following laws:


b) **Privacy Act of 1974 set forth at 5 U.S.C. § 552a.** This affirmation is in addition to all protections required by HIPAA.


d) **Prohibition Against Employment of Illegal Immigrants.** The requirements of T.C.A. §12-4-124, prohibits the use of illegal immigrants in the performance of this Contract.

e) **Joint Commission and Medical Staff Standards:** The parties affirm and certify that all services performed, or products provided, pursuant to this contract will meet Joint Commission standards [including Leadership Standard LD.04.03.09], as well as the policies, ethics, rules and regulations, orders, and Bylaws promulgated by Hospital Authority and the Medical Staff, the Chief Executive Officer of Hospital Authority, and all other authoritative bodies of Hospital Authority, and other regulatory bodies in the hospital-medical field, and comply with and conform to all applicable Federal, State and local law and regulations. The parties also recognize that Client will be required pursuant to LD.04.03.09 to survey its department directors and medical staff leadership on the quality of service provided by Contractor. LD.04.03.09 requires that Contractors 1.) provide all services in a safe and effective manner; 2.) comply with all applicable NGH policies and procedures, state, local and federal laws and regulations (including without limitation Medicare) and all requirements of the Joint Commission; 3.) collaborate with Client on a reporting system that measures Contractor’s services on a regular basis including a list of performance-based expectations, goals, objectives and benchmarks; and, 4.) in order to effectuate a smooth transition in a manner that does not impact patient care, fully cooperate with Client whenever the parties’ terminate the Agreement. Hospital will use a form similar to that set forth in Exhibit B to gauge Contractor’s performance pursuant to this standard.

f) **False Claims Compliance and Assurance.** The federal Deficit Reduction Act of 2007, Section 6032; the Federal False Claims Act: 31 USC §§3729-3733; and, the Tennessee False Claims Act: TCA §71-5-181 et seq. The Metropolitan Hospital Authority [MNHA] supports compliance with all applicable requirements of the Federal False Claims Act (“FCA”) and the Tennessee False Claims Act (“TFCA”). The MNHA also expects all contractors doing business with the MNHA comply with the FCA and the TFCA. To that end, contractors are advised to review information available on the MNHA Compliance website at published on the MHA web site: http://www.nashvilleha.org/compliance.php, including guidance in The Metropolitan
Hospital Authority’s Compliance Program Plan, and to adopt that plan or another compliance program plan that is essentially similar to the MNHA plan. Any contractor who has questions about regulatory compliance matters or would like to report a suspected violation of the FCA or the TFCA should contact the MNHA Compliance Office at 615-341-4577 or use the confidential help line at 615-341-4555. Known or suspected violations of the FCA may also be reported directly to the federal government. The MNHA prohibits retaliation for good faith reports of suspected violations of the FCA, and will take no adverse action against any person or company which makes such a report.

18. **Tennessee Government Tort Liability Act.** Hospital is a governmental entity as defined in the Tennessee Governmental Tort Liability Act, Tennessee Code Annotated § 29-20-101 et seq. (the “GTLA”). Subject to the terms and exceptions of the GTLA, Hospital is immune from suit for any injury which may result from the activities of Hospital wherein Hospital is engaged in the exercise and discharge of any of its functions, governmental or proprietary. Notwithstanding any other provision of this Agreement to the contrary, in no event will the provisions of this Agreement be construed in such a manner as to subject Hospital to liability, directly or indirectly, in excess of the limitations provided in the GTLA. Any Claims of Contractor against Hospital related to or arising out of this Agreement will, during his tenure, or for one (1) year thereafter, have any interest, direct or indirect, in this Agreement or the proceeds thereof.

19. **Intervening Determination of Possible Illegality.** This Agreement is subject to and subordinate to the requirements of applicable law and any governmental agency having competent jurisdiction. Notwithstanding any other provisions of this Agreement, in the event that any governmental agency having jurisdiction takes any action inconsistent with the terms of this Agreement or promulgates a rule, regulation, or policy that results in the contravention of the intended operation and effect of this Agreement, Hospital will have the right to modify any of the terms of this Agreement to the extent and in the manner it deems reasonably necessary to accommodate such governmental action. In any such event, Hospital will give Contractor written notice of any such modification not less than ninety (90) days prior to the proposed effective date of the modification. If Contractor accepts the proposed modification or fails to reject it by written notice delivered to Hospital prior to the proposed effective date, the proposed modification will be deemed conclusively binding on both parties. If Contractor gives Hospital written notice of rejection of the proposed modification prior to its effective date, the proposed modification will not be binding on the parties; however, Hospital thereupon may terminate this Agreement by giving Contractor not less than thirty (30) days' written notice within ninety (90) days after receiving Contractor’s notice of rejection; provided, however, that Contractor will not act unreasonably in rejecting any proposed modification and will state its grounds for any rejection so that Hospital may have the opportunity to propose a modification that would be acceptable to Contractor.

20. **Conformity with Law.** The parties expressly acknowledge that it has been and continues to be their intent to comply fully with all federal, state and local laws, rules and regulations in the performance of this Agreement. It is hereby specifically acknowledged and agreed that the Hospital Authority, Contractor or the employees or agents of either the Hospital Authority or Contractor shall not counsel or promote a business arrangement or other activity that violates the laws of the United States of America or the State of Tennessee.
Furthermore, it is not a purpose, nor is it a requirement, of this Agreement or of any other agreement between the parties to offer or receive any remuneration or benefit of any nature to solicit, require, induce or encourage the referral of any patient to the Hospital Authority or Contractor, payment of which may be made in whole or in part by Medicare or Medicaid. No payment made or received or service provided under this Agreement is in return for the referral of patients or in return for the purchasing, leasing, ordering or arranging for or recommending the purchasing, leasing or ordering of any good, service, item or product for which payment may be made in whole or in part under Medicare or Medicaid/TennCare.

21. **Applicability of Tennessee Open Records Act.** The parties also acknowledge that, as a governmental entity, all contracts which the Hospital Authority executes are subject to the disclosure requirements of the Tennessee Open Records Act [Tenn. Code Annot. §10-7-501.]

22. **Reformation of Agreement.** In the event of any legislative or regulatory change or determination, whether Federal or State, that has or would have a material adverse impact on either party hereto in connection with the performance of the services to be rendered hereunder, or should either party, based upon the advice of recognized healthcare legal counsel in the State of Tennessee, deem this Agreement or the acts required of either party hereto to be a violation of any statute or regulation arising from this Agreement, then this Agreement shall be renegotiated by the parties to comply with the then-current law, and if it cannot be so renegotiated within sixty (60) days after notice from either party to the other of such deemed violation, then this Agreement shall terminate. Neither party shall make or receive any payment, provide a service, or extend any benefit that would be prohibited under state or federal law.

23. **Access to Records.** All records related to this contract including invoice shall be retained by Contractor for four years after the date of this contract's termination. To the extent required by Section 1861(v)(1)(I) of the Social Security Act (42 U.S.C. § 1395x(v)(1)(I)) ("Section 1861"), until the expiration of four (4) years after the furnishing of the services provided under this Agreement, each party shall make available, upon written request by the Secretary of the U.S. Department of Health and Human Services (the "Secretary") or by the U.S. Comptroller General (the "Comptroller General"), or by their respective duly authorized representatives, this Agreement and all books, documents and records that are necessary to certify the nature and extent of the costs of such services. If either party carries out the duties of this Agreement through a permitted subcontract worth $10,000 or more over a 12-month period with a related organization, to the extent required by Section 1861, such subcontract also shall contain an access clause to permit access by the Secretary, the Comptroller General, and their respective duly authorized representatives to the related organization's books, documents and records.

24. **Debarment and Offender/Abuse Registries.** Contractor affirms that neither its firm, any principles, officers, employees or agents thereof is, has been, or is being proposed either for listing on the Tennessee State Sex Offender Registry, Tennessee State Abuse Registry or any national abuse registry or other state abuse registry where the patient care provider has lived in the past seven (7) years, or for debarment or other exclusion from participation by the Department of Health and Human Services Office of Inspector General (OIG) any federal health program [i.e., Medicare (Title XVIII), Medicaid (Title XIX), Maternal and Child Health Services Block Grant (Title V), Block Grants to States for Social Services (Title XX)
and State Children's Health Insurance (Title XXI) programs], or other program. Contractor agrees to notify immediately Hospital Authority (Hospital) and NGH in the event any such action is proposed as described above or if they receive any notice of such action. This debarment and exclusion includes both Contractor and any of its officers, employees or agents under Sections 1128 or 1156 or both of the Social Security Act, or in the event any other federal or state agency takes a similar action. The failure to so notify the Hospital Authority shall constitute a material breach of the Agreement, will be cause for termination of the agreement and of the Contractor from any further contracting with the Hospital and Contractor. Hospital shall be entitled to recoupment of all payments made to Contractor during the period such exclusion or excluded provider was providing any type of service to the Hospital.

25. **HIPAA Compliance and Code of Conduct.** The Metropolitan Hospital Authority ["MHA"] facilities have in place a Compliance Plan and Code of Conduct the goal of which is to ensure that MHA consistently and fully complies with all applicable federal, state and local laws and regulations and conducts all dealings ethically. Contractor acknowledges that it has notice of and has reviewed the Code of Conduct, which is published on the MHA website: [http://www.nashvilleha.org/PDF/CodeConduct.pdf](http://www.nashvilleha.org/PDF/CodeConduct.pdf). Contractor shall cause all of its employees to comply with the Code of Conduct in place at MHA facilities and to conduct all activities pursuant to this Agreement in accordance with the Code of Conduct. Should Contractor, any employee thereof, or any contractor under the control of Contractor have a concern about a possible violation of the Code of Conduct, Contractor will promptly report the concern to the Compliance Officer in accordance with the Compliance Plan.

Hospital and Contractor further agree that amendment of this Agreement may be required to ensure that they both comply with changes in state and federal laws and regulations relating to the privacy, security, and confidentiality of PHI, including, but not limited to, changes under the HIPAA Privacy Regulations, the HIPAA Security Regulations, and the HITECH Standards. Contractor may terminate this Agreement upon 30 days written notice in the event that it does not promptly enter into an amendment that Hospital, in its sole discretion, deems sufficient to ensure that Contractor will be able to comply with such laws and regulations. This Agreement may not otherwise be amended except by written agreement between both parties.

26. **MHA Property.** Any MHA property, including but not limited to books, records and equipment that is in Contractor's possession shall be maintained by Contractor in good condition and repair, and shall be returned to MHA by Contractor upon termination of the contract. All goods, documents, records, and other work product and property produced during the performance of this contract are deemed to be MHA property.

27. **Modification of Contract.** This contract may be modified only by written amendment executed by all parties and their signatories hereto.

28. **Partnership/Joint Venture.** Nothing herein shall in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto shall hold itself out in a manner contrary to the terms of this paragraph. No party shall become liable for any representation, act or omission of any other party contrary to the terms of this paragraph.
29. **Waiver.** No waiver of any provision of this contract shall affect the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.

30. **Employment.**
   a) Contractor shall not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex, or which is in violation of applicable laws concerning the employment of individuals with disabilities.
   b) Contractor shall not knowingly employ, permit, dispatch, subcontract, or instruct any person who is an undocumented and/or unlawful worker to perform work in whole or part under the terms of this contract.
   c) Violation of either of these contract provisions may result in suspension or debarment if not resolved in a timely manner, not to exceed ninety (90) days, to the satisfaction of MHA.

31. **Non-Discrimination.** It is the policy of the Metropolitan Hospital Authority not to discriminate on the basis of age, race, sex, color, national origin, or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this contract, Contractor certifies and warrants it will comply with this policy. No person shall be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in MHA’s contracted programs or activities, on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor shall they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with MHA or in the employment practices of MHA’s Contractors. Accordingly, all Proposers entering into contracts with MHA shall, upon request, be required to show proof of such nondiscrimination and to post in conspicuous places that are available to all employees and applicants, notices of nondiscrimination.

32. **Additional Insurance.** During the term of this Contract, Contractor shall at its sole expense obtain and maintain in full force and effect for the duration of the Agreement and any extension hereof at least the following types and amounts of insurance for claims which may arise from or in connection with this Agreement.
   a) Commercial General Liability Insurance occurrence version commercial general liability insurance or equivalent form with a limit of not less than one million ($1,000,000.00) dollars each occurrence for bodily injury, personal injury, and property damage. If such insurance contains a general aggregate limit, it shall apply separately to the work/location in this Agreement or be no less than two times the occurrence limit.
      Such insurance shall:
      i.) Contain or be endorsed to contain a provision that includes MHA, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed insureds.
For any claims related to this agreement, Contractor’s insurance coverage shall be primary insurance as respects MHA, its officers, officials, employees, and volunteers. Any insurance or self-insurance programs covering MHA, its officials, officers, employees, and volunteers shall be excess of Contractor’s insurance and shall not contribute with it.

B.) Worker’s Compensation (If applicable), Contractor shall maintain workers’ compensation insurance with statutory limits as required by the State of Tennessee or other applicable laws and employers’ liability insurance with limits of not less than $100,000. Contractor shall require each of its subcontractors to provide Workers’ Compensation for all of the latter’s employees to be engaged in such work unless such employees are covered by Contractor’s workers’ compensation insurance coverage.

C.) Other Insurance Requirements. Contractor shall:

i. Prior to commencement of services, furnish MHA with original certificates and amendatory endorsements effecting coverage required by this section and provide that such insurance shall not be cancelled, allowed to expire, or be materially reduced in coverage except on 30 days’ prior written notice to MHA’s Legal Department, 1818 Albion Street, 11th Floor, Nashville, TN 37208-2918.

ii. Provide certified copies of endorsements and policies if requested by MHA in lieu of or in addition to certificates of insurance.

iii. Replace certificates, policies, and/or endorsements for any such insurance expiring prior to completion of services.

iv. Maintain such insurance from the time services commence until services are completed. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by MHA as a material breach of contract.

v. Place such insurance with insurer licensed to do business in Tennessee and having A.M. Best Company ratings of no less than A-. Modification of this standard may be considered upon appeal to the Metro Director of Risk Management Services.

vi. Require all subcontractors to maintain during the term of the agreement Commercial General Liability insurance, Business Automobile Liability insurance, and Worker’s Compensation/Employers Liability insurance (unless subcontractor’s employees are covered by Contractor’s insurance) in the same manner as specified for Contractor. Contractor shall furnish subcontractor’s certificates of insurance to MHA without expense immediately upon request.

vii. Any deductibles and/or self-insured retentions greater than $10,000.00 must be disclosed to and approved by MHA prior to the commencement of services.

viii. If the Contractor has or obtains primary and excess policy(ies), there shall be no gap between the limits of the primary policy and the deductible features of the excess policies.

33. Contingent Fees. Contractor hereby represents that Contractor has not been retained or retained any persons to solicit or secure a MHA contract upon an agreement or understanding for a contingent commission, percentage, or brokerage fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. Breach of the provisions of this paragraph is, in addition to a breach of this contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under MHA contracts.

34. Gratuities and Kickbacks. It shall be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former
employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore. It shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under Metropolitan Government contracts.

35. **Indemnification and Hold Harmless.** Contractor shall indemnify and hold harmless MHA, its officers, agents and employees from:

a) Any claims, damages, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of Contractor, its officers, employees and/or agents, including its sub or independent contractors, in connection with the performance of the contract, and,

b) Any claims, damages, penalties, costs and attorney fees arising from any failure of Contractor, its officers, employees and/or agents, including its sub or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.

c) Pursuant to Tennessee Attorney General Opinion 93-01, MHA will not indemnify, defend or hold harmless in any fashion the Contractor from any claims arising from any failure, regardless of any language in any attachment or other document that the Contractor may provide.

d) Contractor shall pay MHA any expenses incurred as a result of Contractor’s failure to fulfill any obligation in a professional and timely manner under this Contract.

36. **Attorney Fees.** Contractor agrees that in the event either party takes legal action to enforce any provision of the contract or to obtain a remedy for any breach of this contract, and in the event Metro or MHA prevails in such action, Contractor shall pay all expenses of such action incurred at any and all stages of the litigation, including costs, and reasonable attorney fees for MHA.

37. **Assignment--Consent Required.** The provisions of this contract shall inure to the benefit of and shall be binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Contractor under this contract, neither this contract nor any of the rights and obligations of Contractor hereunder shall be assigned or transferred in whole or in part without the prior written consent of MHA. Any such assignment or transfer shall not release Contractor from its obligations hereunder.

38. **Entire Contract.** This contract sets forth the entire agreement between the parties with respect to the subject matter hereof and shall govern the respective duties and obligations of the parties. The parties acknowledge that the terms and conditions of the Request for
Proposal also shall apply to this relationship and agreement, and are incorporated herein by reference.

39. **Force Majeure.** No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by *force majeure*, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national Anesthesia, act of Government, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

40. **Metro Vendor Status:** Contractor will register as a vendor with Metropolitan Nashville and Davidson County Government. This vendor status is required in order for BLTC/Knowles to properly pay Consultant for its services. Registration is an on-line process which is facilitated by the following web site: Just go to this website and follow the directions: https://smartrac.nashville.gov/newvendorlogin.aspx. This link provides a secured site for entering the Vendor tax ID number, with additional direction provided. Metro then issues a 5-digit “Smartrack” number which Contractor must then provide to MHA, by contacting the Department of Finance at 615-341-4496.

41. **Governing Law.** The validity, construction and effect of this contract and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee. Tennessee law shall govern regardless of any language in any attachment or other document that the Contractor may provide.

42. **Venue.** Any action between the parties arising from this agreement shall be maintained in the courts of Davidson County, Tennessee.

43. **Severability.** Should any provision of this contract be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of this contract.

44. **Notices and Designation of Agent for Service of Process.**

   a) Notice of assignment of any rights to money due to Contractor under this contract must be mailed or hand delivered to the attention of MHA’s Chief Financial Officer, Department of Finance, 1818 Albion Street, Nashville, Tennessee 37208. All other notices to MHA shall be mailed or hand delivered to:

   To the MHA: 
   
   Jason Boyd, FACHE
   
   Chief Executive Officer
   
   Metropolitan Hospital Authority
   
   1818 Albion Street
   
   Nashville, TN 37208-2918
   
   Tel. 615-341-4491
   
   Fax: 615-341-4493

   With copies to: 
   
   Robert Lonis, CPA, Interim Chief Financial Officer
   
   1818 Albion Street
   
   Nashville, TN 37208-2918
   
   Tel. 615-341-4461
   
   Fax. 615-341-4493
b) Notices to Contractor shall be mailed or hand delivered to:

   Contractor: _____
   Attn.: _____
   Addr: _____
   Telephone _____
   Fax _____
   E-mail _____

b) Contractor designates the following as the Contractor’s agent for service of process and will waive any objection to service of process if process is served upon this agent:

   Designated Agent: _____
   Attn.: _____
   Addr: _____

45. **Contractor Performance Evaluation**. [TO BE ADDED]

46. **MHA Reservation of Rights**. The MHA reserves the following rights:

   a) No payment or vesting of title under this clause shall—
      i) Excuse the Contractor from performance of obligations under this contract; or
      ii) Constitute a waiver of any of the rights or remedies of the parties under the contract.

   b) The MHA’s rights and remedies under this clause—
      i) Shall not be exclusive, but rather shall be in addition to any other rights and remedies provided by law or this contract; and
      ii) Shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.

   c) MHA may revert, upon 180 days’ notice, to an in-house provision of Anesthesia Department provider services where MHA itself would provide such medical program.

   d) In MHA’s sole discretion, to have Contractor remove permanently or temporarily any physician or nurse from the performance of Anesthesia department duties.
47. **Certifications Required by the United States for Federal Contractors.** Vendor acknowledges that the Hospital Authority (d/b/a as Nashville General Hospital) contracts with the United States Government, is therefore a federal contractor and that such status requires that the Hospital Authority ensure that all contracts affecting its patients, include certain certifications. Therefore, the parties certify that they are in compliance and will remain in compliance with the following:

a) **Service Contract Act of 1965:** Set forth at 41 U.S Code §351, et. seq., this Act requires, among other things, that neither party pay any staff or employees who perform services for the Hospital Authority (including fringe benefit amounts) less than the minimums set by the Secretary of Labor (for various wage and service classifications), and that they maintain records of all such employees (e.g. name, address, SS#) for at least three years following completion of any work performed hereunder, and after the expiration of the contract, and make such records available for inspection by the Wage and Hour Division of the federal Employment Standards Administration.

b) **Privacy Act of 1974:** In the event that either party has access to or acquires access to any records that relate to any of the other party’s patients, residents or employees, they affirm and certify that they will keep all such records, data or information confidential so as to comply with the Privacy Act of 1974 set forth at 5 U.S.C. § 552a. This affirmation is in addition to all protections required by HIPAA.

c) **Nondiscrimination Provisions:** Both parties certify that they comply with all Civil Rights laws, state and federal, including Sections 503 and 504 of the Rehabilitation Act of 1973, the Age Discrimination in Employment Act of 1967 and the Americans with Disabilities Act of 1990. In providing services hereunder, neither party will discriminate in violation of law based on race, sex, religion, color, national or ethnic origin, age, disability, or military service in its administration of its policies, including admissions policies, hiring and employment, programs or activities. Neither party will resort to subcontracting as a means of circumventing this provision, and will post in conspicuous places that are open to all employees, applicants and members of the general public, notices of its nondiscrimination policies and practices.

d) **ADA Provision:** Both parties agree not to discriminate on the basis of disability in admission to, access to, or operations of their services, programs and contractual obligations hereunder, including hiring or employment practices. They will insure that qualified applicants and participants with disabilities in its services, programs, or activities have communication access that is equally effective as that provided to people without disabilities. Information shall be made available in accessible formats and auxiliary aids and services shall be provided upon the reasonable request of a qualified person with a disability.

e) **Prohibition Against Employment of Illegal Immigrants.** The requirements of T.C.A. §12-4-124, and the rules and regulations lawfully promulgated thereunder, addressing the use of illegal immigrants in the performance of any contract to supply goods or services to the state of Tennessee, shall be a material provision of this Contract. The Parties, therefore, specifically attest that they will not knowingly utilize the services of
illegal immigrants in the performance of this contract and will not knowingly utilize the services of any subcontractor who will utilize the services of illegal immigrants in the performance of this contract. A breach of this provision shall be grounds for monetary and other penalties, up to and including termination of this Contract.

48. **Effective Date.** This contract shall not be binding upon the parties until it has been signed first by the Contractor and then by the authorized representatives of the Metropolitan Hospital Authority. When it has been so signed and filed, this contract shall be effective as of the date first written above.

**METROPOLITAN HOSPITAL AUTHORITY:**

**APPROVED BY:**

Jason Boyd, FACHE, CEO, Metropolitan Hospital Authority

**APPROVED AS TO AVAILABILITY OF FUNDS:**

Robert Lonis, CPA, Interim CFO

**ANESTHESIA DEPT. VENDOR.**

**BY:**

Signature

Title

Sworn to and subscribed to before me, a Notary Public, this ___ day of ____________, 2013

Notary Public
My Commission Expires_______
Exhibit A
Items Included Within Contractor’s Total Costs Incurred
EXHIBIT B

Nashville General Hospital
Review of Clinical Contract Service

Vendor/Provider Name: ____________________________________________________________

Date of Review: ______________ Name / Title of Reviewer: __________________________________

Nature of Service (describe): __________________________________________________________

<table>
<thead>
<tr>
<th>Evaluation / Sources of Information</th>
<th>Met Expectation(s)</th>
<th>Did Not Meet Expectation(s)</th>
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<tbody>
<tr>
<td>☐ Contractor's personnel provided competent service</td>
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<tr>
<td>☐ Contractor's response time to requested or scheduled patient treatment or care needs met clinical quality requirements</td>
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<tr>
<td>☐ Contractor or its personnel not debarred or proposed for debarment by state or federal agencies</td>
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<tr>
<td>☐ Review of incident reports</td>
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<tr>
<td>☐ If applicable, review of periodic reports submitted by the contract entity on the quality and safety of care, treatment, and services provided</td>
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<tr>
<td>☐ If applicable, review of performance reports based on indicators required in the contractual agreement</td>
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<td>☐ Input or complaints from patients, families, and/or NGH staff</td>
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<td>☐ Input or complaints from clinical leaders and the medical staff</td>
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<td>☐ Review of the results of risk management activities</td>
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<td>☐ Other: __________________________________________________________________________</td>
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Comments

_________________________________________________________________________________________

Conclusion (check one)

☐ Contract service has met expectations for the review period

☐ Contract service has not met expectations for the review period. The following action(s) has or will be taken: (check all that apply):

☐ Monitoring and oversight of the contract service has been increased

☐ Training and consultation has been provided to the contract service

☐ The terms of the contractual agreement have been renegotiated with the contract entity without disruption in the continuity of patient care

☐ Penalties or other remedies have been applied to the contract entity

☐ The contractual agreement has been terminated without disruption in the continuity of patient care

☐ Other: _____________________________________________________________________________

Input from Clinical and Medical Staff Leadership:

Presented to / reviewed by ______________________________ on ____________________________