

RFP - ANESTHESIA

ISSUED BY

ACCLAIM PHYSICIAN GROUP

FOR

PROFESSIONAL ANESTHESIA SERVICES, COVERAGE AND ADMINISTRATIVE SERVICES AT JOHN PETER SMITH HOSPITAL AND OTHER FACILITIES AND CLINICS OWNED AND OPERATED

BY THE

TARRANT COUNTY HOSPITAL DISTRICT

REQUEST FOR PROPOSAL # ANES2020
--

Acclaim Physician Group, Inc. is soliciting proposals from vendors capable of providing professional anesthesiology services, coverage and administrative support/oversight for the anesthesiology department at John Peter Smith Hospital and at other facilities and clinics owned and operated by the Tarrant County Hospital District and its affiliates (collectively, the JPS Health Network, or simply "**Network**") commencing on June 1, 2021.

Acclaim will reject any proposal that fails to comply in all respects with the instructions set forth herein for responding to this RFP. The contract awarded, if any, under and pursuant to this RFP shall supersede any previous contract, bid, or GPO agreement for the products or services described herein.

Release Date: 08/14/2020

Response Deadline: 09/18/2020 2pm (central)

I. INTRODUCTION AND OVERVIEW

A. **Acclaim**

Acclaim Physician Group, Inc. ("**Acclaim**"), a non-profit health organization established by and whose sole Member is the Tarrant County Hospital District ("**District**") is currently soliciting proposals from vendors capable of providing professional anesthesia services and administrative support and oversight for the anesthesia department ("**Department**") at John Peter Smith Hospital ("**Hospital**") and at other facilities owned and operated by the District and its affiliates. Acclaim, District, Hospital and all sites of service owned and operated by Acclaim and District are collectively referred to hereafter as the "**JPS Health Network**" and/or simply "**Network**." Acclaim seeks to award a contract based upon proposals submitted in response to this Request for Proposal ("**RFP**"). Acclaim is soliciting proposals ("**RFP Response(s)**") from organizations with experience and expertise in providing anesthesia professional and administrative services (the "**Service**"), as set forth in more detail herein and on **Exhibit "A" ("**Service Specifications/Proposal Components**")**, which is attached hereto and incorporated herein for all purposes.

B. **Submissions**

All RFP Responses must be delivered to Acclaim through the RFP Contact, at the address specified, and in the manner specified and by the date and time specified in **Sections IV and V** hereof in order to be considered an RFP Response by Acclaim. It is the sole responsibility of the vendor submitting an RFP Response ("**Respondent**") to ensure that its RFP Response is delivered to the proper location on time and in the manner set forth herein.

C. **Evaluation**

Acclaim shall remain free to evaluate and accept or reject RFP Responses in its sole and absolute discretion. The submission of an RFP Response does not commit or obligate Acclaim in any way to accept such RFP Response or to award a contract ("**Contract Award**") based on any RFP Response, even to the vendor whose RFP Response proposes the lowest price for the Service. Acclaim may, after evaluation of the RFP Responses, decline to issue a Contract Award to any Respondent.

D. **Interviews**

If necessary to assist Acclaim in its decision-making process, Acclaim reserves the right to engage in additional discussions with one or more of the Respondents, and, at its sole discretion, Acclaim may invite finalists to conduct oral presentations or interviews. The RFP Contact will notify Respondents if any such presentations or interviews are sought.

E. **Questions**

Any prospective Respondent may request an explanation or interpretation of any portion of this RFP by complying with the request procedure described in **Section V. B**

below. The responses, if any, of Acclaim to such requests are subject to and will be in the form of amendment to the RFP and will comply with the provisions of **Section V. B** below. Acclaim may elect not to respond to any or all of such requests received from prospective Respondents.

F. Evaluation Criteria

Acclaim expressly reserves the right to base any Contract Award hereunder upon its evaluation of all relevant factors regarding the Respondent and the manner in which the Service is proposed to be provided, managed and priced, including, but not limited to the following:

- Respondent's reputation, financial stability, resources, experience and expertise in professional anesthesiology services and program administrative support, and in particular in public hospital districts and/or large teaching institutions, and vendor's general fit with Acclaim's mission and objectives for the Services, including client references and performance history in a similar setting.
- Patient satisfaction and quality and performance initiatives; vendor's experience, proven track record and specific proposal regarding pay for performance models which incent and reward quality of care, patient outcomes, patient satisfaction, reduced readmission rates and other targeted physician and program performance metrics.
- Nature of relationship between vendor and its providers, including vendor's effective management of CRNAs (if utilized); qualifications, experience, expertise and turnover rate of vendor's physician provider staff; vendor's physician staffing quality and resources.
- Respondent's proven ability to show team work and collaboration with related disciplines in a meaningful way to further patient success, including physician medical staff members, nursing leadership, case management, utilization review, and hospital administration.
- Respondent's proposed billing and compensation terms; Respondent's transparency pertaining to its costs and expected returns in connection with providing the Service, coupled with Respondent's ability to perform at a high quality service level, proven by Respondent's ability to meaningfully track and measure quality and performance and incorporate identified performance metrics into compensation terms.
- Any other information relevant (in Acclaim's sole discretion) to its evaluation, including but not limited to, Respondent's ability to begin Services on June 1, 2021, Respondent's unique program components, Respondent's location, accessibility and plan for meaningful leadership and management direction of the program, Respondent's current presence in competitive organizations in the market, Respondent's status as a Disadvantaged Business Entity, and Respondent's commitment to workforce diversity.

G. Contract Terms

This RFP is not an offer or an order and does not commit Acclaim to contract with any Respondent, or to pay for any costs incurred by any prospective vendor in the preparation or submission of an RFP Response, or in the procurement of services in anticipation of a Contract Award. If a Respondent is chosen for a Contract Award, a binding contract will be offered to the Respondent, incorporating mutually agreeable Service specifications, quality and performance metrics, and compensation terms; however, Acclaim's expected contract terms and conditions which are attached to this RFP as **Exhibit "C" ("Contract Form")** shall be incorporated without negotiation. Any RFP Response accompanied by terms and conditions that are in conflict with this RFP may be rejected by Acclaim. Service quantity estimates which may be reflected in this RFP may not reflect actual Department service demand in the future, and do not serve to commit Acclaim to any minimum or maximum Department volume.

II. TEXAS PUBLIC INFORMATION ACT NOTICE

While the Tarrant County Hospital District is a governmental body operating under and subject to the provisions of the Texas Public Information Act ("**TPIA**") (Chapter 552 of the TEXAS GOVERNMENT CODE), the TPJA does not apply to Acclaim, and information that is collected, assembled or maintained by Acclaim is not considered public information subject to disclosure pursuant to TPJA request. However, the possibility remains that an RFP Response submitted hereunder may be subject to disclosure under the TPJA due to the District's involvement in this RFP process and in the Service. Respondents should consult the Texas Attorney General's website (www.oag.state.tx.us) for information concerning the application of the provisions of the TPJA to RFP Responses and proprietary vendor information. EACH RESPONDENT ACKNOWLEDGES THAT INFORMATION THAT IS COLLECTED, ASSEMBLED, OR MAINTAINED IN CONNECTION WITH THE TRANSACTION OF OFFICIAL BUSINESS BY A GOVERNMENTAL BODY IS CONSIDERED PUBLIC INFORMATION POTENTIALLY SUBJECT TO DISCLOSURE PURSUANT TO A VALID TPJA REQUEST AND HEREBY ASSUMES FULL RESPONSIBILITY AND ALL COSTS FOR CHALLENGING ANY REQUESTS FOR INFORMATION IT CONSIDERS CONFIDENTIAL UNDER THE TPJA.

III. COMPLIANCE WITH TEXAS GOVERNMENT CODE

Texas Government Code Section 2252.908 ("**Section 2252.908**") states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits Form 1295, a Disclosure of Interested Parties ("**Form 1295**"), to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. Section 2252.908 applies to all contracts entered into from and after January 1, 2016 between business entities and Texas governmental entities and state agencies which meet either one of the following criteria: (i) the contract requires a vote of the governing body of the Texas governmental entity; or (ii) the contract has a contractual value of at least \$1 Million. The Texas Ethics Commission ("**TEC**") has adopted the Form 1295 and has made it available on the TEC website. In 2017, Section 2252.908 was amended to provide that

the requirements of Section 2252.908 do not apply to the following contracts entered into or amended after January 1, 2018: (i) a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity; (ii) a contract with an electric utility, as that term is defined by Section 31.002, Texas Utilities Code; or (iii) a contract with a gas utility, as that term is defined by Section 121.001, Texas Utilities Code. In the event a Contract Award is issued pursuant to this RFP, the Respondent receiving the Contract Award shall be required to comply with the provisions of Section 2252.908 and the Chapter 46 Rules of the TEC, prior to entering into a contract with Acclaim for the provision of Service. The TEC has posted a video tutorial to its website for business entities completing and filing the Form 1295, which provides step-by-step tutorials for creating login accounts. The TEC video tutorials can be viewed on its website at: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.html. The TEC's FAQs are posted on its website at: https://www.ethics.state.tx.us/whatsnew/FAQ_Form1295.html

COMPLIANCE WITH TEXAS GOVERNMENT CODE SECTION 2271.001 et seq.

In 2017 Texas Government Code Section 2271.001 et seq. was enacted to provide that a Texas governmental entity is prohibited from entering into a contract with a company unless the contract contains a written verification by the company that: (i) the company does not boycott Israel; and (ii) the company will not boycott Israel during the term of the contract. For the purposes of this RFP and any Contract Award pursuant to this RFP, and in compliance with the Texas Government Code, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict harm on, or limit commercial relationships specifically with Israel, or with a person or entity doing business in Israel or in an Israel-controlled territory, but does not include an action made for ordinary business purposes. Respondents are hereby notified that respect to any Contract Award the vendor shall comply with the Texas Government Code Section 2271.001 et seq. verification requirements, the failure or refusal of which shall result in the withdrawal of the Contract Award.

COMPLIANCE WITH TEXAS GOVERNMENT CODE SECTIONS 2252.151 et seq.

In 2017, Texas Government Code Chapter 2252 was amended by adding Sections 2252.151 et seq. to provide that a Texas governmental entity is prohibited from entering into a contract with a company that engages in certain scrutinized business operations in Sudan, Iran, or with foreign terrorist organizations. For the purposes of this RFP and any Contract Award: (i) "scrutinized business operations in Sudan" shall have the meaning ascribed to that term as set forth in Section 2270.0001 et seq. of the Texas Government Code; (ii) "scrutinized business operations in Iran" shall have the meaning ascribed to that term as set forth in Section 2270.0101 et seq. of the Texas Government Code; and (iii) "scrutinized business operations with designated foreign terrorist organizations" shall have the meaning ascribed to that term as set forth in Section 2270.0151 et seq. of the Texas Government Code. Respondent's signature affixed to the attached **Exhibit "B" ("Signature Form")** shall be deemed to be the Respondent's certification to Acclaim that the Respondent does not engage in scrutinized business operations in Sudan, Iran or with foreign terrorist organizations.

IV. RFP RESPONSE REQUIREMENTS, CONDITIONS AND RELATED INFORMATION

A. Preparation of RFP Response.

1. RFP Documents. Each Respondent should carefully examine and familiarize itself with this RFP and all exhibits, drawings, specifications, and instructions regarding the Services included in this RFP (collectively, the “**RFP Documents**”). Each Respondent, by submitting an RFP, represents that Respondent has read and understands this RFP and the drawings and exhibits attached to this RFP.
2. Complete Information. Each RFP Response shall be fully completed, shall contain all the information required from the Respondent by this RFP, including the Vendor Certification Form attached hereto as **Exhibit “D” (“Vendor Certification Form”)**, and shall be signed and executed, on the Signature Form by an officer or other authorized representative of the Respondent. *In the body of the RFP Response, refer to the Respondent company as only "Respondent" or "Company." Do not use trade or company names. If Respondent otherwise seeks to mark the RFP Response with the company's legal name, trade name, trademark or any other identifiable branding, please limit all such references to the following locations: Cover Page and final page of submission.* A Respondent's failure to provide any of the Required Information in its RFP Response, or the failure of the RFP Response to contain the signature of Respondent's officer or other duly authorized representative, may result in Acclaim's disqualification of such RFP Response. The Required Information shall include detailed information regarding the Respondent's historical efforts (for the last year) to utilize DBE subcontractors and vendors in its prior business transactions and shall include such detailed information in its RFP Response.
3. Costs. Each Respondent shall be responsible for and shall bear all costs for the preparation and presentation of its RFP Response. Unless otherwise designated by Respondent and agreed by Acclaim, the RFP Response and all drawings, materials, supporting documentation, manuals, etc. submitted with any RFP Response (“**Submitted Materials**”) will, immediately upon submission, become the property of Acclaim. After the date upon which the final vendor is selected, Respondents may request the return of the Submitted Materials. However, all costs associated with returning the Submitted Materials to a Respondent shall be born and paid in advance by the Respondent.
4. No Confidentiality. Acclaim does not guarantee the confidentiality of any Submitted Materials. Each Respondent, by submitting an RFP Response, acknowledges and agrees that any and all Submitted Materials will be distributed or made available to appropriate Acclaim and District personnel and consultants involved in this RFP process, and further understand that the Submitted Materials may be subject to disclosure pursuant to the TPIA. Information considered proprietary by a Respondent should be clearly marked “Proprietary” when submitted with a RFP Response.
5. Amendments. Acclaim reserves the right to modify and/or supplement this RFP by amendment issued by Acclaim prior to the date and time of the Response Deadline (defined herein). Any such amendments will be posted on-line prior to the Response

Deadline at the same District internet site where this RFP is kept available for solicitation of RFP Responses. It is the responsibility of each Respondent to check the internet site frequently to determine if any amendments have been issued.

6. Withdrawal. Acclaim reserves the right to withdraw this RFP, at its sole discretion, from any or all prospective vendors and Respondents at any time, before or after the Response Deadline. The withdrawal, if ever, of this RFP shall be effective upon Acclaim's issuance of written notice posted on-line at the same District internet site where this RFP is kept available for solicitation of RFP Responses, which notice may also be sent by Acclaim to the prospective Respondents in any manner deemed reasonable by Acclaim.

B. Form of Contract.

Any Respondent awarded a contract with Acclaim for the Services pursuant to this RFP shall be required to execute a professional services agreement between the Respondent and Acclaim, which shall in all material respects contain the terms and conditions set forth in **Exhibit "C"**, which is attached hereto and incorporated herein for all purposes. Acclaim will not agree to change the Contract Form except under unusual circumstances approved in the sole discretion of Acclaim and its legal counsel and then only to the limited extent required to include unique terms of the response (e.g., particular service and performance incentive payment provisions), correct inadvertent errors or enhance the program or services, as determined in Acclaim's sole discretion. If any Respondent proposes changes to the Contract Form, the Respondent must provide a clearly marked copy of the Contract Form showing all of the Respondent-requested changes, additions and/or deletions. Respondents may not request additional changes to the Contract Form after the RFP Response has been submitted to Acclaim, nor will Acclaim agree to negotiate any requested changes to the Contract Form that are not included within the RFP Response in the manner described in this Section.

C. Submission of RFP Responses.

1. Requirements. All RFP Responses shall be submitted to Acclaim as follows:
 - a. All RFP submissions must be directed to the RFP Contact.
 - b. Proposals should be submitted as follows: 8 hard copies delivered to RFP Contact at physical address, plus a soft/digital copy. The soft/digital copy may be delivered to RFP Contact either by physical delivery alongside the hard copies, or by email. The submitted soft/digital copy must be an accurate replication of the Respondent's hard copy RFP Response, including any signatures and color images, if applicable. The soft/digital copy must be submitted in a format that preserves the original graphic appearance, such as portable document format ("**PDF**") or other digital image format that is platform-independent and easily readable without purchased software, and either submitted on a universally recognizable removable storage drive, such as a flash drive, or successfully delivered to the RFP Contact by email. Responses should have limited use of trade names or brands. *With respect to emailed deliveries of the soft/digital copy, it will be the Respondent's responsibility to obtain an email confirmation of receipt from the RFP Contact. In the absence of a confirmed receipt,*

Respondent must assume that its submission was not successfully delivered electronically. For the avoidance of doubt, simultaneous manual delivery of thumb drive or other digital image format to the RFP Contact's physical address is strongly recommended. Acclaim will not be responsible for missing, lost or late deliveries.

- c. Unless otherwise expressly provided in this RFP or in any amendment to this RFP, no Respondent shall modify or cancel the RFP Response or any part thereof for thirty (30) days after the Response Deadline. Respondents may withdraw RFP Proposals at any time before the RFP Proposals are opened by Acclaim but may not resubmit a withdrawn RFP Proposal. No RFP Proposal may be withdrawn or modified after the RFP Proposals are opened by Acclaim, except where the award of the contract on the RFP Proposal is delayed beyond thirty (30) days after the Response Deadline.
 - d. RFP Proposals will not be considered if they show any omissions, alterations of required forms, additions or conditions not requested or irregularities of any kind. However, Acclaim reserves the right to waive any irregularities and to make the award in the best interest of Acclaim.
 - e. The Respondent acknowledges the right of Acclaim to reject any or all RFP Responses and to waive any informality or irregularity in any RFP Response received. In addition, Acclaim reserves the right to reject any RFP Response if the Respondent failed to submit the data, information or documents required by this RFP, or if the RFP Proposal is incomplete or irregular in any way.
 - f. Failure to follow the instructions regarding the submission of RFP Responses may result in Acclaim's disqualification of such RFP Responses.
2. Due Date and Time. RFP Responses are due on or before **9/18/2020, 2:00 p.m. CST** ("**Response Deadline**"). The Response Deadline may be extended by Acclaim upon amendment to this RFP issued prior to the then-existing Response Deadline. RFP Responses are not scheduled for public opening. No telephone, telephonic, or fax RFP Responses will be accepted. RFP Proposals delivered after the Response Deadline will not be accepted or considered unless Acclaim deems (in its sole discretion) review to be in the best interests of Network and its patients in which case Acclaim may, but will not be required, to review late submissions.
 3. Vendor Certification Form. Each RFP Response shall contain the completed form entitled, "Vendor Certification Form" set forth on **Exhibit "D"** which is attached hereto and incorporated herein for all purposes.
 4. Conflict of Interest Questionnaire. Each RFP Response shall contain the completed form entitled "**Conflict of Interest Questionnaire**" set forth on **Exhibit "E"** which is attached hereto and incorporated herein for all purposes and shall return the Conflict of Interest Questionnaire with its RFP Response.
 5. Attestation of Minimum Qualifications. Every RFP Response must include an introductory paragraph of the proposal that affirmatively represents and warrants that the Respondent: (a) meets all necessary qualifications to enter into a contract with Acclaim, including the minimum qualifications outlined in the Contract Form; (b) is not

now, nor has it ever been, under investigation by any state or federal authority or agency pertaining to any alleged healthcare legal or regulatory violation or alleged criminal activity; and (c) has no past or pending settlements, suspensions, sanctions, debarments, or exclusions with or in relation to: (i) any federal or state healthcare program, including Medicare or Medicaid; (ii) any federal procurement or non-procurement program; or (iii) any third party payor program. In the event Respondent seeks to be considered, but does not meet 100% of the minimum requirements of this *Attestation of Minimum Qualifications*, Respondent shall attest to the requirements with which it complies, and shall include in the same paragraph a brief overview and explanation regarding any necessary exception to the required *Attestation of Minimum Qualifications*, in order to notify Acclaim that further diligence may be necessary on the omitted qualification points. Failure to provide the required *Attestation of Minimum Qualifications* and any exceptions thereto as required herein shall be grounds for immediate disqualification of the RFP Response.

V. RFP SCHEDULE AND RELATED INFORMATION

A. Estimated Schedule

Milestone	Date
Request for Proposal Issued	08/14/2020
Deadline for Questions submitted by Respondents	08/25/2020
Pre-Proposal Conference	No Pre-proposal Conference
Acclaim’s Responses to Questions will be posted	09/10/2020
Response Deadline (All proposals due)	09/18/2020 (2pm central)
Evaluation Period	09/18/2020 through 10/31/2020
Finalist(s) Notified	11/1/2020
Finalists do on-site presentations (if requested by Acclaim)	Month of November, 2020
Final Vendor Selected	12/01/2020
Service Start Date	06/01/2021

Dates. Milestone dates are estimated for planning purposes only and are subject to change.

B. Questions and RFP Contact

Respondents may, in the manner prescribed herein, present requests for an explanation, clarification or interpretation of the Service Specifications in this RFP and/or other requirements for submission of RFP Responses (“**Questions**”) to the RFP Contact. All Questions must be submitted in writing and emailed to the RFP Contact, at the email address set forth below, and must reference the appropriate pages and sections number of this RFP that are the subject of such Questions. The final date and time to submit Questions is **08/25/2020. NO PHONE CALLS PLEASE.** Confirmation of the delivery of Questions to Acclaim is the sole responsibility of the Respondent. Acclaim may, in its sole discretion,

elect not to answer or respond to any or all Questions it receives, and the failure of refusal of Acclaim to answer or respond to any Question will not affect, in any way, this RFP. No answer or response to any Question by the RFP Contact or by any representative of Network shall be effective unless and until it is formally issued by Acclaim in writing as a supplement to this RFP. It is the responsibility of each Respondent to check the website for all supplements to the RFP leading up to the Response Deadline, and throughout the RFP process. Prospective vendors are advised that no Network employee is empowered to make binding statements regarding this RFP, and no statements, clarifications, or corrections regarding this RFP are valid or binding on Acclaim except those issued in writing as a supplement to the RFP.

While this RFP is open, contact between Respondents or potential Respondents and Acclaim is prohibited, other than in the manner permitted herein. Any attempt by a Respondent or potential Respondent to engage in prohibited contact with Acclaim or the RFP Contact may result in disqualification of its RFP Response.

The name and address for the RFP Contact is:

Wendi Campbell Rogaliner
Bradley Arant Boult Cummings LLP
4400 Renaissance Tower
1201 Elm Street
Dallas, TX 75270
Email: wrogaliner@bradley.com

Exhibit "A"

Service Specifications/Proposal Components

I. GENERAL INFORMATION

A. BACKGROUND

The District is a \$1 billion healthcare system providing services to Tarrant County's residents. With more than 7,200 employees, The District is one of the County's largest employers. The District includes a 578-bed acute care hospital, 30 primary and specialty care health centers, 19 school-based health centers, the county's only psychiatric emergency center, and a Level 1 trauma center. The District is a member of UHC/Novation, and First Choice Group Purchasing Organizations ("GPO").

Acclaim Physician Group, Inc. is currently soliciting proposals from vendors capable of providing professional anesthesia services and administrative support and oversight for the Network.

Patient centered care is the guiding principle of Acclaim. Working in partnership with our providers, Acclaim strives to ensure that the patient experience is exceptional by delivering high quality, safe and appropriate care in a consistent and compassionate manner, using evidence-based best practices and engaging in culturally appropriate encounters that include understandable health information to enable patients to participate in their health maintenance.

Relevant data is provided in **Exhibit "H"** for Respondents' use in modeling an RFP Response:

Note: "JPS Connections" referenced in the RFP or supporting statistical indicators refers to a tax-supported medical program offered to eligible Tarrant County residents. JPS Connections pays at a maximum reimbursement rate of 105% Medicare, with some portion of that rate at risk depending upon the achievement of certain quality and performance improvement metrics. Commercial payor mix includes (but is not limited to) Cigna, Blue Cross Blue Shield, Aetna, Amerigroup, and United.

B. PROPOSAL OVERVIEW

Acclaim is accepting proposals from Respondents capable of providing professional anesthesia staffing and administrative oversight for the Network, for a term of two (2) years, commencing on June 1, 2021, with a successive one-year automatic renewals thereafter (subject to termination rights).

The Respondent's proposal must be modern, comprehensive, and incorporate proven strategies to establish superior levels of performance, quality, service, compliance and patient satisfaction. The Respondent must be knowledgeable

about industry standards and performance and quality metrics and bring to Acclaim proven strategies to establish superior levels of performance, efficiency, quality, service and physician and patient satisfaction.

The successful Respondent shall describe all physician staffing, software, equipment, supplies, philosophies and strategies, performance metrics tracking systems and other materials required to provide the Services required by Acclaim. The successful Respondent must provide a written compensation structure proposal for the Services over the entire contract term.

II. SERVICE SPECIFICATIONS

A. MEDICAL SERVICES

The Services shall include provision of professional medical care in the specialty of anesthesiology (through licensed and qualified professionals referred to as “**Providers**”) to Network patients, and administrative oversight of the Department, in order to effectively and efficiently operate the Department in a manner that meets the Network’s expectations with respect to the Service’s quality, compliance, performance, and patient/physician satisfaction.

1. Patients. Department patients will include all Network patients who require anesthesiology consultation or services, regardless of payor source.
2. Physicians. The successful Respondent will contract with or employ qualified, Board certified or eligible physicians, duly licensed to practice medicine in the State of Texas and qualified as doctors of medicine or osteopathy to furnish services within the specialty of anesthesiology. Board eligible physicians are expected to achieve board certification within two (2) years of joining the Respondent.
3. Mid-Level Providers. The successful Respondent may contract with or employ qualified practice extenders, advance practice personnel, CRNAs or other mid-level providers (collectively “**Mid-Level Providers**” or “**MLPs**”) who are duly licensed in the State of Texas and operate under the supervision of a physician(s), duly registered with the Texas Medical Board, provided that such Mid-Level Provider delegation and supervision is consistent with the standard of care in the Specialty and is consistent with licensing, regulatory and payer-specific requirements applicable to the Service.
4. Coverage. Qualified and fully credentialed physicians must be available to Network at all times (24/7/365), and to the JPS Surgical Center Arlington (“**JSCA ASC**”) during regular business hours. On-site and on-call coverage will be scheduled in a manner necessary to meet Network’s patient volume and Service needs. The successful Respondent shall be responsible for making staffing determinations and recommendations, by preparing a schedule for each month: (a) by the 20th of the month for the

following month's Network coverage (including Hospital); and (b) six months in advance for JSCA ASC coverage. The Service schedule shall remain subject to Network approval.

Respondent is asked to provide specific detail on how Respondent proposes to cover each required department and/or service, with respect to physician coverage and/or MLP coverage with physician supervision.

Based on historical patient volumes, Acclaim anticipates that it will require the following on-site coverage; actual coverage requirements are subject to change, if necessary to reflect actual demand for anesthesiology services both in the normal course, and in the case of Network expansion:

- Hospital:
 - 13 operating rooms (including 1 virtual trauma room) from 7:00 a.m. to 5:00 p.m., every day
 - 1 additional operating room between 7:00 a.m. and 11:00 p.m., every day
 - at least 8 providers to handle operating rooms and trauma cases between 5:00 p.m. and 7:00 p.m., every day
 - at least 2 providers to handle trauma cases overnight between 7:00 p.m. and 7:00 a.m., every day
 - 4 endoscopy procedure rooms, with a need for an additional 3 CRNAs from 7:30 a.m. to 5:00 p.m.
 - CRNA and M.D. on-call coverage for afterhours endoscopy procedures performed in operation room, as needed (endoscopy team is called in afterhours but has to wait on operation room for coverage)
 - Anesthesia coverage (as necessary) for periodic MRI sedations (historical volume of approximately 53 per year).
- Labor and Delivery: Our labor and delivery service requirements are as follows:
 - There must be two Board Certified Anesthesiologists in the facility at all times, one dedicated to Labor and Delivery, and the 2nd is assigned to the main operating room.
 - Two additional Anesthesiologists must be on call for the facility at all times.
 - The anesthesia team may include CRNAs, but detail must be provided by respondent to explain proposed coverage levels, and a Board Certified Anesthesiologist with experience and training in obstetric anesthesia, including critically ill obstetric patients must be available for consultation at all times, and arrive at the patient bedside within 30 minutes for urgent care requests.

- Board Certified Anesthesiologist must oversee obstetrical anesthesia.
 - Ongoing documentation of CME in obstetrical anesthesia will be required.
 - A minimum of two physician anesthesia providers available on-site 24/7 plus one MLP to cover:
 - 3 operating rooms 24/7
 - 15 labor rooms with expectations for epidural pain managements 24/7
 - Backup obstetrical anesthesia provider required to be on-call
 - Invasive Labs:
 - 1 Cardiac Cath Lab
 - 1 Electrophysiology Lab
 - 3 Interventional Radiology Procedure Suites
 - Coverage expectation is 3 Anesthesia Providers 7:30am-5pm to cover 5 rooms with coverage for cases going longer than expected.
 - After hours/weekends – anesthesia coverage in Invasive Labs for IR emergent cases, strokes and trauma cases performed in Interventional Radiology Department.
 - JSCA ASC:
 - 5 anesthesia locations from 7:00 a.m. to 3:00 p.m., Monday through Friday, with plans to increase volume (including extension of coverage to 5:00 p.m. and additional M.D. Coverage for additional procedure room volumes)
 - 3 endoscopy rooms, with cases starting between 8:30 a.m. to 9:00 a.m. and ending by 3:00 p.m. to 4:00 p.m.
5. Additional Requirements of Providers.
- (a) Provision of professional medical services by qualified (Board certified or eligible) and licensed professionals who maintain membership in good standing on the active medical staff of the Hospital, to all patients requiring anesthesiology services, in accordance with applicable law and with the current medical standards in the community. The Network retains the right to approve all physicians employed by the service provider. Please provide a grid of coverage for each point of service and conduct bi-annual business reviews determining levels of coverage and any overages and fees associated with coverage.
 - (b) Provision of staffing at levels sufficient to meet patient demand for anesthesiology services offered in a timely and efficient manner that meets or exceeds Acclaim’s quality of care obligations

under applicable laws and accreditation standards and promotes patient satisfaction and physician retention. Please describe how overtime hours, on-call hours and coverage are calculated and reported out monthly and annually, and costs associated with going over the allotted points of service.

- (c) When on-call, Providers shall respond to calls within 30 minutes.
- (d) Furnish patient centric-care and participate in patient satisfaction, quality assurance and quality improvement programs of Acclaim, including but not limited to participation in Network's peer review processes. Providers shall actively participate in Network's overall patient satisfaction program and assist Acclaim in the performance of utilization review, quality management, cost containment and risk management functions, as reasonably requested by Network.
- (e) Take a leadership role in the development of and adherence to clinical protocols that support evidence-based care, best practices, and patient satisfaction. In addition, ensure that all Services are provided in compliance with The Joint Commission and Network requirements.
- (f) Assist Network to develop and implement policies and procedures for the Department and annual review of policies to be compliant with any surveying agency.
- (g) Assist with enforcement of policies with peers and mid-level providers.
- (h) Regularly consult with Network leadership in the areas of Quality, Operations, Finance, Compliance, Nursing, Medical Staff administration and others on matters relating to productivity, quality, service, and patient satisfaction. Physicians shall attend at least 75% of Hospital Medical Staff, department and assigned committee meetings.
- (i) Effective communication between and among Providers, and between Providers and personnel under Provider supervision, nursing and other patient care team members to effect continuity of care, patient safety and efficient utilization of resources.
- (j) Management and ongoing analysis of physician, patient and staff satisfaction surveys and development of plans to improve satisfaction of all Department customers.
- (k) Demonstrate and report to Network administration on the reduction of unnecessary or inappropriate resource utilization.
- (l) Keep and maintain, on a timely basis, full, complete and accurate records relating to all professional medical services rendered by Providers, in accordance with professionally established standards of the Medical Staff Bylaws, Rules and Regulations, The

Joint Commission, CMS and other regulatory agencies (all of which records shall be and remain the property of and in possession of Network).

- (m) Provide timely records of all Services performed to facilitate Network's billing and collection processes to the Network's billing office.
- (n) Participate in all third-party payment or managed care programs in which Network participates and accept assignment of Medicare and Medicaid benefits.
- (o) Promote the written goals of Network.
- (p) Comply with the policies and procedures established by Network and participate actively in Network's Compliance Plan and Code of Ethics.
- (q) Submit to periodic, random drug testing in accordance with the policies and procedures, as may be established by Network bylaws.
- (r) Maintain professional liability coverage of at least \$1 million per occurrence and \$3 million annual aggregate.
- (s) Enter into Network's standard form of Business Associate Agreement, if requested.
- (t) Provide, at vendor's expense, any interfaces required for Providers to utilize Network's IT systems.
- (u) Participate meaningfully in carrying out Network's teaching mission, providing teaching and supervising physicians for residents and medical students, and actively collaborating with multi-disciplinary teaching teams involved in the care of patients cared for within the Department. Teaching and supervision duties shall be undertaken in accordance with the requirements of teaching affiliations and programs in place at Network.
- (v) Supervise midlevel providers under the terms of collaborative practices agreements, delegations of prescriptive authority and/or appropriate scope of practice delineated by the Network's bylaws and state law.
- (w) Assist with developing an anesthesia block program to reduce opioid dependency / monitor and report out on Q-Trac reports for blocks.
- (x) Assist with developing and reviewing use of anesthesia medical gas flow rates as a quality and savings initiative.
- (y) Collaborate with peri-operative leadership on operational cost savings initiatives.

B. **ADMINISTRATIVE SERVICES**

1. Appointment. Appoint one anesthesiologist as a Chair of the Anesthesiology Department (“**Chair**”) and one anesthesiologist as Medical Director for anesthesiology at the JSCA ASC (“**Medical Director**”), each subject to Network’s approval.

2. Duties of Chair. The duties of the Chair will include, without limitation:
 - (a) Attend at least 75% of all Chairs Committee and Medical Executive Committee (“**MEC**”) meetings, and appoint a designee in advance for those meetings which the Chair is unable to attend.
 - (b) Meet with CEO’s designee on a monthly basis.
 - (c) Organize and lead monthly Departmental meetings and review Departmental performance measures, including HCAHPS results, with staff. Appoint Department committee chairs and members as needed. Submit Department meeting minutes monthly with sign in sheets to Physician Services.
 - (d) Establish and be present for routine weekly office hours for Administrative duties in proportion to paid Administrative time. Administrative Office hours must be between 7am and 6pm Monday through Friday.
 - (e) Assist Network in formulating, implementing and monitoring policies and programs for quality assessment, performance improvement, utilization review, risk management and cost effectiveness in the Department. Take primary responsibility for participation in and resolution of issues related to Utilization Management with the inpatient medical staff members of the Department.
 - (f) Oversee quality of services provided in the Department to determine compliance with protocols, polices, procedures, performance standards and regulations; recommend improvement plans, counseling, additional remedial training or disciplinary action in a timely and effective manner as necessary to address identified problems.
 - (g) Review existing care pathways, protocols, policies and procedures relevant to the Department and develop and implement new protocols as appropriate. Protocols, policies, and procedures are expected to meet current standards for service delivery and patient care, as required to maintain accreditation, licensure or certification, and comply with directives of the federal and state agencies that may affect the Department.
 - (h) Promote principles of excellence in clinical service among providers and staff, including the AIDET model for patient care

and its validation, and review and respond to patient and family complaints.

- (i) Maintain accountability for Departmental compliance with annual performance metrics/expectations.
- (j) Submit written reports to the Chairs Committee, MEC and PEC concerning the following: (i) findings of evaluation of patient care and monitoring activities and any resulting actions; (ii) recommendations for maintaining and improving quality of care provided in the Department and the Network; and (iii) other reports as requested by the MEC or PEC, at least quarterly.
- (k) Participate in the development of operating and capital budgets of Network related to the Department; provide input to Acclaim concerning the need for space, equipment and supplies. Lead a process to evaluate new technology and treatment modalities which may be used in the provision of care to patients of the Department, including the impact on safety, efficacy and efficiency of care. Assist the CEO and the CEO's designees in developing strategic plans for services and technologies of the Department. Provide such additional administrative and consultative services as the CEO or CCO/CEO's designee may reasonably request.
- (l) Review OPPE data for each Departmental staff member and hold each accountable for compliance with all Medical Staff bylaws, rules and regulations, Departmental policies, and/or improvement in performance or behavior. Evaluate and recommend quality indicators and targets for OPPE evaluations, at least every six (6) months.
- (m) Enforce compliance within the Department with all Medical Staff bylaws, rules and regulations and all applicable Acclaim policies. Ensure the Department's compliance with required procedures and due process in all instances in which corrective action has been recommended regarding a practitioner.
- (n) Meet quarterly with each Department member to understand any quality or service concerns the member has regarding the Network or system and communicate such concerns through the appropriate chain of command, beginning with Executive Team member responsible for the site or specialty.
- (o) Evaluate on an annual basis the experience and expertise of all Department personnel, including non-licensed independent practitioners, and make recommendations regarding personnel required to meet the standard of care and deliver optimum patient care.
- (p) Provide leadership in strengthening and enhancing a Department culture which incorporates commitment to excellence and

collegiality, accountability among providers, physician commitment to medical staff and Network activities and continuous performance improvement of all physicians.

- (q) Support Acclaim's Code of Conduct and a high level of ethical conduct, helping to resolve any related performance and/or personality issues which arise in the Department.
 - (r) Support a well-designed, proactive program for recruiting, developing and training new medical staff leaders from within the Department. Develop and encourage future physician leaders within the Department to support a successful leadership succession, and obtain approval from Acclaim for such succession plan. Provide appropriate rewards and recognition for individuals serving in Department leadership positions.
 - (s) Assist in the clinical education of personnel reporting through all JPS Health Network departments participating in care of patients with the Department, including both inpatient and outpatient staff. Develop and participate in educational programs for the Medical Staff and in-service programs for nursing, allied health, residents, students, technical and other non-physician personnel related to the Department. Provide counsel and training for Department personnel as may be required from time to time.
 - (t) Provide medical consults for staff of the Department and other clinical or administrative areas as designated by the CEO or CMO.
 - (u) Coordinate and integrate the Department's services into the primary functions and other services provided by Acclaim. Specifically, ensure a high level of coordination of the activities and concerns of Acclaim's administration, nursing services, and other patient care services with those of the Department.
 - (v) Ensure call schedules are accurate and current at all times.
 - (w) Ensure timely response to clinical documentation inquiries (within 24 hours).
 - (x) Participate in professional organizations and activities to develop, support and enable the Network to continue to attract qualified medical and support staff.
3. Duties of Medical Director. The duties of the Medical Director will include, without limitation:
- (a) Performance of administrative oversight and operational tasks, necessary for the efficient organization and provision of anesthesiology services at the JSCA ASC, including scheduling of Providers; Network expects that these duties will require the Medical Director to be on-site at the JSCA ASC a minimum number of hours as determined by Network after consultation

with Medical Director, although actual hours worked will be determined by Network and JSCA ASC needs;

- (b) Responsibility for participation in MEC functions (as requested), take a leadership role in Network improvement committees (as requested), coordinate quality assurance, assessment and improvement, utilization review, risk management, infection control, peer review, education and counseling of Providers for the JSCA ASC and interact constructively with physician and hospital leadership to ensure effective problem solving and excellent ASC operations;
- (c) Supervision, management and oversight of anesthesiology services at the JSCA ASC, to assure that the professional services rendered meet or exceed accepted standards of care. The Medical Director will, at a minimum, lead quarterly quality improvement and safety meetings;
- (d) Participate in meetings with Network administration monthly to review operations, quality, staffing and other issues, and as needed, to develop and implement short and long-term goals for the JSCA ASC;
- (e) Participate as requested in the long-range planning for anesthesiology services at the JSCA ASC, including, but not limited to, equipment selection, budgeting and staffing;
- (f) Cooperate with Network regarding administrative, compliance, operational or personnel issues involving the JSCA ASC anesthesiology staff and promptly inform Network and appropriate medical staff committees of professional problems in accordance with medical staff bylaws, rules and regulations and Network policy;
- (g) Assist the JSCA ASC in obtaining and maintaining accreditation and all licenses, permits and other authorizations, and achieving all accreditation standards impacted by operation of the Department;
- (h) Ensure the maintenance of accurate, complete and timely patient and other records regarding the Services at the JSCA ASC in order to facilitate the delivery of quality patient care and provide the information required for Acclaim to obtain payment for its services;
- (i) Supervise the development, implementation, and scheduled revisions of the Department protocols, standing orders, policies and procedures at the JSCA ASC;
- (j) Participate in community, state and federal activities related to the Department and/or the Services, community education and health promotion;

- (k) Work with the Medical Staff committees and performance improvement teams to assure continuity of care; and
- (l) Meet, as requested, with administration to discuss issues related to the continued improvement of patient care in the Department, and at the JSCA ASC, in general.

C. QUALITY AND OTHER PERFORMANCE MEASURES

The successful Respondent shall provide a proposal that meaningfully incorporates quality and performance metrics with indicators incorporating a combination of structural, process and outcome measurements directed at improvement and continual assessment of: (i) patient satisfaction, communication and pain management; (ii) reduced complication and readmission rates; (iii) preoperative, perioperative and post-operative quality assessments; and (iv) improved patient outcomes, all of which can be tracked, measured and reported, and which shall serve as a core component of the contracted Services. Such performance metrics may include, but shall not be limited to:

- Performance relative to key industry benchmarks
- Core Measure performance and compliance to hospital annual goals and performance targets
- Nurse-Physician communication
- Direct cost/case
- Pharmacy cost/case
- Morbidity and/or mortality rates
- Use of evidence based common order sets
- Attendance at and participation in departmental, Medical Staff and assigned committee meetings
- Measures of patient satisfaction and compliance to goals
- Other metrics specific to anesthesiology, including charge capture initiatives

Services within the Department shall be provided in compliance with CMS core measures and Providers shall be expected to contribute to achieving Hospital Consumer Assessment of Healthcare Provider and Systems (“HCAHPS”) at levels established by the Network on an annual basis.

Under any contract that is awarded, the vendor will be required to work cooperatively with Network’s quality staff on an on-going basis, to develop and achieve additional quality and other performance metrics and goals.

III. COMPENSATION

The successful Respondent will be expected to separately bill and collect for professional services rendered by its Providers. District shall be the payor for JPS Connections and Approved Uninsured patients. *See FN1 on page 24 for more information on Approved Uninsured patients.* District seeks billing and compensation proposals from Respondents which include a significant at-risk component embodying innovative and material 'pay for performance and quality' standards as to the JPS Connections population. In the event of growth or expansion, the successful respondent will have committed to cover expanded needs, with adjusted compensation. Additionally, in the event of environmental or catastrophic events that impact volume or facility closures, the successful respondent will have committed to consider a reduction in compensation proportional to the impact of such event on service demands.

IV. COMPONENTS OF PROPOSAL

A. STATEMENT OF SERVICES

1. Plans. Each proposal shall set forth, in detail, a Statement of Services to be provided, which specifically addresses Respondent's ability and plan to meet each requirement set forth in **Section II, Service Specifications** (above) and any alterations or additions Respondent would propose.
2. Methods. Within the appropriate Service Specification, or in a separate section of the proposal, each proposal shall address, in detail, Respondent's ability and proposed methods for advancing the following Network goals:
 - (a) Provision of patient-centric care across the continuum.
 - (b) Effective hand-offs between venues of care and caregivers.
 - (c) Specific detail is required on how Respondent proposes to cover *each required department and/or service*, with respect to physician coverage and/or MLP coverage with physician supervision.
 - (d) Detail is requested regarding Respondent's experience with and proposed use of regional anesthesia (nerve blocks peri-operatively) which can decrease narcotic use post-operatively and impact patient satisfaction.
 - (e) Effective patient/family involvement in care decisions and education.
 - (f) Leadership in the practice of evidence-based medicine.
 - (g) Effective/collegial relationships with other physician services.
 - (h) Effective management and supervision of MLPs.
 - (i) Provision of stable leadership from an engaged Department Chair and JSCA ASC Medical Director. Describe what the Chair's and Medical Director's duties will include, by adding to or

commenting on the duties described in **Section II.B., Administrative Services** (above). Estimate what percentage of the Medical Director's time will be devoted to the provision of clinical care and what percentage will be devoted solely to administrative duties.

- (j) Ensuring a stable, well-staffed, well qualified, engaged physician workforce.
- (k) Describe in detail the qualifications and training program for your anesthesiologists.
- (l) Describe in detail the qualifications and training program for your Medical Director.
- (m) Describe how you assure appropriate coding and documentation are conducted.
- (n) Describe how you assure optimal use of electronic health record systems, specifically the Epic system, and describe your relevant experience.
- (o) Describe how you will support and enhance effective communication with patients, family members, and referring physicians to support an effective continuum of care.
- (p) Describe how you will strive to improve quality, patient safety, patient flow, and process improvement at Network. Describe how you will improve and maintain patient perception of care at Network. Please provide examples.
- (q) Describe how your physician Providers will participate as faculty and attending physicians in Network's undergraduate and graduate medical education programs. Describe your experience providing academic services in the past.
- (r) Describe how your organization will recruit for positions and retain qualified providers and staff. Describe your efforts and demonstrate your success in hiring diverse providers and leaders. Who in your organization is responsible for recruitment and retention of providers? (MLPs and physicians) What is your annual attrition rate? How many providers have you hired in the past quarter? What is your typical recruitment timeline? What is your track record for retaining incumbent providers?

B. BILLING AND COMPENSATION.

While a separate billing model is anticipated, the District serves as payor for a significant patient population (JPS Connections and Approved Uninsured patients)(See FN1 on page 24 for more information on Approved Uninsured patients.) As such, District seeks transparency from Respondents pertaining to

Respondent's anticipated expenses and profits. The successful Respondent will be transparent with respect to its overhead, anticipated costs, expenses, financial obligations and expected collections and profit margin in providing the Services. As such, each proposal shall set forth all the anticipated revenues and itemized expenses associated with Respondent's performance of the work. Respondents may provide pro forma financial information. The format for presentation of revenues and expenses should include the following:

1. Assumptions

- (a) Average encounters per month per FTE Provider
- (b) Average RVU per patient encounter
- (c) Estimated collection range per patient encounter

2. Revenue

- (a) Annualized collections for group, broken into separate payor sources (commercial, governmental, JPS Connections, Approved Uninsured etc.) and assuming collections for JPS Connection claims and Approved Uninsured Patient claims at 105% of Medicare rate¹.

3. Physician Expenses (please provide details)

- (a) Base Salary
- (b) Bonus/incentive
- (c) Benefits and payroll taxes
- (d) CME/training
- (e) Malpractice insurance
- (f) Annual PTO

4. Overhead Expenses: Management Fees (please provide details)

- (a) On site administrative costs
- (b) Incentive compensation plan
- (c) Recruiting and Relocation

5. Billing/Coding Expense

6. Other Expenses

¹ “Approved Uninsured Patient claims” means claims for services provided to a patient that falls under the applicable JPS policy for coverage of uninsured patients (which may be updated from time to time at the discretion of District) and which respondent can assume (for the purpose of modeling) includes most patients with no payor source, including those who are evaluated and treated at the Hospital in connection with an emergency medical condition under EMTALA (including services provided in the emergency department, operating room and during any medically necessary inpatient admission required for stabilization of the patient following an EMTALA presentation to the Hospital).

- (a) Mid- Level Providers (including salary and benefits)
- (b) Department Chair and Medical Director (including any requested stipend or additional benefits, including training/CME)
- (c) Amu start-up/implementation fees

7. Incentive Compensation Plan

- (a) Describe the group’s philosophy toward implementing an incentive plan directed at performance and quality metrics.
- (b) Provide examples of targets your group would integrate into the incentive plan and how the incentive dollars would be allocated.
- (c) If proposing any subsidy, coverage fee or administrative fee of any type over and above the payment for covered services by third-party payers (including Connections), then what portion of that additional fee would you propose be at risk? In other words, in addition to payer-specific incentive targets (including Connections), assume your group achieved 100% of Department or non-payer specific targets -- what is the approximate annual amount of the additional fees you propose be at risk depending upon your performance for this size program?
- (d) What portion of these incentive plan dollars would be directed to the physicians, and what portion would be retained by the company?
- (e) What is the proposal for frequency of the plan pay-out (quarterly, annually)?

The successful respondent will also commit in writing its intention to actively partner with District in the event of an environmental or catastrophic event that impacts service demand or causes facility closures, considering a reduction in compensation proportional to the impact of such event on service demands.

C. REFERENCES

Provide a list of at least three (3) current clients to serve as references for which the Respondent has provided similar services within the last five (5) years. Each reference must include the business name, address, telephone number and name of at least one (1) person who Acclaim may contact. Acclaim representatives may contact or visit the locations of any of the references provided to evaluate the services provided by Respondent.

D. QUALIFICATIONS AND EXPERIENCE

Each Respondent shall furnish Acclaim with a description of the qualifications and experience of its organization and the proposed physician providers and

leadership.

E. SUPPLEMENTAL INFORMATION

Each Respondent shall identify the following: any and all subcontractors that Respondent intends to utilize in connection with the Services; evidence of current levels of malpractice insurance (minimum coverage limits of \$1 million per occurrence / \$3 million aggregate for all Providers and for Respondent's entity is required; if other than occurrence-based policy, tail coverage must be provided by Respondent upon separation of any Provider from Respondent, and upon termination/expiration of any contract between Acclaim and Respondent); any additional information that the Respondent determines is relevant for consideration by Acclaim.

V. EVALUATION CRITERIA

As a part of the final selection process, a selection committee composed of appointed Acclaim personnel shall review the RFP Responses, and may, if necessary, conduct interviews with qualified Respondents. The successful Respondent will be selected based upon the following criteria for the Services:

Criterion 1. Respondent's reputation, financial stability, resources, experience and expertise in professional anesthesiology services and program administrative support, and in particular in public hospital districts and/or large teaching institutions, and vendor's general fit with Acclaim's mission and objectives for the Services, including client references and performance history in a similar setting.

Criterion 2. Patient satisfaction and quality and performance initiatives; vendor's experience, proven track record and specific proposal regarding pay for performance models which incent and reward quality of care, patient outcomes, patient satisfaction, reduced readmission rates and other targeted physician and program performance metrics.

Criterion 3. Nature of relationship between vendor and its physician providers; qualifications, experience, expertise and turnover rate of vendor's physician provider staff; vendor's physician staffing quality and resources.

Criterion 4. Respondent's proven ability to show team work and collaboration with related disciplines in a meaningful way to further patient success, including physician medical staff members, nursing leadership, case management, utilization review, and hospital administration.

Criterion 5. Respondent's proposed billing and compensation terms; Respondent's transparency pertaining to its costs and expected returns in connection with providing the Service, coupled with Respondent's ability to perform at a high quality service level, proven by Respondent's ability to meaningfully track and measure quality and performance and incorporate identified performance metrics into compensation terms

Criterion 6. Any other information relevant (in Acclaim's sole discretion) to its evaluation, including but not limited to, Respondent's ability to begin Services on June 1,

2021, Respondent's unique program components, Respondent's location, accessibility and plan for meaningful leadership and management direction of the program, Respondent's current presence in competitive organizations in the market, Respondent's status as a Disadvantaged Business Entity, and Respondent's commitment to workforce diversity.

Exhibit "B"

Signature Form

Respondent shall signify Respondent's acceptance of and compliance with the requirements, terms, and conditions of this **RFP # ANES2020** by signing in the signature space set forth below.

Respondent warrants that Respondent has examined and is familiar with this RFP and its terms and conditions.

Respondent warrants that it has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily finance and complete the products and services in its RFP Response and that it meets all minimum qualifications described in the RFP.

Respondent certifies that the individual signing this RFP Response is authorized to sign such documents on behalf of the Respondent entity and to bind Respondent and is authorized to bind the Respondent in this RFP Response.

RESPONDENT AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS ACCLAIM AND ALL OF ITS OFFICERS, AGENTS AND EMPLOYEES FORM AND AGAINST ALL CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDINGS, COSTS, DAMAGES, AND LIABILITIES, ARISING OUT OF CONNECTED WITH, OR RESULTING FROM ANY ACTS OF OMISSIONS OF RESPONDENT OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF RESPONDENT IN THE EXECUTION OR PERFORMANCE OF ANY AGREEMENTS OR OTHER CONTRACTUAL ARRANGEMENTS WHICH MAY RESULT FROM THE SUBMISSION OF THE RFP RESPONSE AND/OR THE AWARD OF A CONTRACT THEREON BY ACCLAIM.

RFP # ANES2020	
RESPONDENT (COMPANY) NAME:	
By: _____	
Printed Name: _____	Date: _____
Title: _____	
Telephone: _____	Email: _____

Exhibit "C"

Contract Form

PROFESSIONAL SERVICES AGREEMENT (ANESTHESIOLOGY)

This PROFESSIONAL SERVICES AGREEMENT ("**Agreement**") is entered into as of [_____] (the "**Effective Date**"), by and between ACCLAIM PHYSICIAN GROUP, INC., a non-profit health organization established pursuant to the Texas Occupations Code ("**Acclaim**"), and [_____] a Texas [entity type] ("**Contractor**"). Each of Acclaim and Contractor is referred to herein as a "**Party**" and together as the "**Parties**" to this Agreement.

WHEREAS, Acclaim is an affiliate of the Tarrant County Hospital District ("**District**");

WHEREAS, District has undertaken a statutory responsibility to furnish medical and hospital care to indigent and needy residents of Tarrant County, Texas ("**County**"), and also furnishes medical and hospital care to other persons;

WHEREAS, District owns and operates John Peter Smith Hospital (the "**Hospital**") and other health care facilities in the County (together with Hospital, the "**JPS Facilities**" and each, individually, a "**JPS Facility**"), and requires the services of Contractor in the specialty of anesthesiology (the "**Specialty**");

WHEREAS, Contractor is a professional association that employs and/or contracts with physicians and other health care providers who are qualified to provide professional, administrative and coverage services in the Specialty at the JPS Facilities; and

WHEREAS, Acclaim desires to engage and subcontract with Contractor to provide professional, administrative and coverage services in the Specialty at the JPS Facilities, according to the terms and conditions of this Agreement;

WHEREAS, Contractor desires to be so engaged by Acclaim, according to the terms and conditions of this Agreement.

NOW, THEREFORE, Acclaim and Contractor agree as follows:

ARTICLE 1 SCOPE OF SERVICES

Acclaim hereby engages Contractor to provide the following services:

1.1 Medical Services. Contractor, through its employed or contracted physicians ("**Physicians**") and mid-level providers ("**MLPs**" and together with the Physicians, the "**Providers**"), shall furnish: (a) professional anesthesia services ("**Patient Services**") to all patients at the Hospital and other JPS Facilities who require the type of care provided in the Specialty ("**Patients**"); and (b) on-site, on-call and backup call coverage required in connection

with the Patient Services (“**Coverage Services**” and together with the Patient Services, the “**Medical Services**”). Contractor and Providers shall treat all Patients in a non-discriminatory manner, regardless of payor source, race, color, national origin, sex, age, religion or disability. Additionally, the Medical Services provided shall be fair and non-discriminatory, applying the same time frames, protocols and standards to all Patients and as otherwise described in *Schedule 1.1 – Medical Services* attached hereto and made a part hereof, which sets forth: (a) the duties of the Providers; and (b) the additional terms and conditions that will govern the provision of Medical Services.

1.2 Administrative Services. Subject to the approval requirements and removal standards stipulated in **Sections 3.1.3, 8.4.1** and in *Schedule 1.2 Administrative Services*, Contractor, through designated Physicians serving as an anesthesiology department chair (“**Chair**”) and a medical director (“**Medical Director**”), will oversee and assume responsibility for administrative duties for the provision of Medical Services to Patients (“**Administrative Services**”). *Schedule 1.2 Administrative Services* attached hereto and made a part hereof sets forth: (a) the duties of the Medical Director; and (b) the additional terms and conditions that will govern the provision of Administrative Services.

1.3 Definition. The Medical Services and the Administrative Services are referred to collectively in this Agreement as the “**Services**.”

1.4 Scope of Services / Modification. Acclaim and the District shall have the sole and exclusive right at all times to modify the scope of any or all of the Services to be provided by Contractor hereunder, in its sole discretion.

1.5 Exclusivity. Subject to Acclaim’s absolute right to modify the scope of services as described above, and provided that Contractor is able to meet Acclaim and District’s service needs in a satisfactory manner (as determined in Acclaim’s sole and absolute discretion), and provided Contractor is not in default under this Agreement, Acclaim will not contract with any other provider for the provision of the Services or other duties to be performed by Contractor under this Agreement, except as expressly set forth in this Agreement.

ARTICLE 2 CONTRACTOR’S REPRESENTATIONS AND WARRANTIES

As a material inducement to Acclaim’s execution and performance of this Agreement, and intending Acclaim to rely on the following statements, Contractor represents and warrants to Acclaim as follows:

2.1 General.

2.1.1 Organization. Contractor is duly organized, validly existing and in good standing as a professional association under the laws of the State of Texas and will remain so throughout the Term (as defined below).

2.1.2 Authority. Contractor has all requisite power and authority to enter into this Agreement and to perform its obligations under this Agreement. This Agreement

has been duly authorized, executed and delivered by Contractor, and is a legal, valid and binding obligation of Contractor, enforceable in accordance with its terms.

2.1.3 No Conflicts. Contractor's execution and delivery of this Agreement and consummation of the transactions contemplated herein will not conflict with its organizational documents or violate any provisions of, or constitute a default under, any contract or other agreement to which Contractor is a Party or by which it is bound.

2.2 No Adverse Circumstances.

2.2.1 Exclusions. Neither Contractor nor any of its directors, officers, employees, physicians, mid-level providers, subsidiaries or affiliates, including without limitation the Providers (each a "**Contractor Party**" and collectively, the "**Contractor Parties**"), is now or ever has been excluded from participation, debarred or otherwise rendered ineligible for participation in a federal or state health care benefit program, including without limitation Medicare or Medicaid ("**Government Health Program(s)**"), or third-party reimbursement program.

2.2.2 Convictions. Neither Contractor nor any Contractor Party is now or ever has been convicted of a felony, a crime involving moral turpitude or a criminal offense related to health care under federal or state law.

2.2.3 Investigations. There is no investigation or proceeding pending or threatened against any Contractor Party that pertains to eligibility for or participation in a Government Health Program, and no Contractor Party is aware of any circumstance or set of circumstances that may result in a Contractor Party being excluded, debarred or otherwise rendered ineligible for participation in any Government Health Program. Contractor agrees that it shall not perform any act that may cause Acclaim, District, Contractor or any Contractor Party to be excluded from any Government Health Program during the Term.

2.2.4 Professional Liability. After due inquiry, and except as previously disclosed to Acclaim in writing, neither Contractor nor any Provider is aware of any prior, pending or threatened claims or suits against Contractor or any Provider for medical malpractice or other professional liability.

2.2.5 No Other Agreements. After due inquiry, Contractor has notified Acclaim of any arrangement under which a Physician or an immediate family member of a Physician may furnish services to Patients at any of the JPS Facilities outside the scope of this Agreement.

2.2.6 Material Issues. After due inquiry, and except as previously disclosed to Acclaim in writing, neither Contractor nor any Provider is aware of any other information that would reasonably be considered material to Acclaim's decision to engage Contractor under this Agreement.

2.3 Providers.

2.3.1 Authority to Bind. Contractor has the power and authority, through employment, contract or otherwise, to obligate the Providers to furnish the Services and to perform fully all duties, responsibilities and obligations of Contractor and/or the Providers under this Agreement.

2.3.2 Duty to Advise. Contractor has given each current Provider a full explanation of his/her duties and responsibilities as a Provider under this Agreement, and will do so for each new Provider prior to the date on which he/she begins providing Services under this Agreement.

2.3.3 Background Checks. Contractor has established commercially reasonable protocols and procedures for screening Providers to determine their eligibility to work in the United States, to provide Services in accordance with the terms of this Agreement and to bill Government Health Programs, including without limitation performing background checks utilizing the National Practitioner Data Bank, the U.S. Health & Human Services' ("HHS"), Office of Inspector General's ("OIG"), List of Excluded Individuals/Entities, the General Services Administration's Excluded Parties List and the Federal Drug Administration's Debarment List, together with any additional or successor lists utilized by the healthcare industry.

2.4 On-Going Representations. The foregoing representations and warranties shall be ongoing representations and warranties during the Term of this Agreement, and Contractor shall immediately notify Acclaim of any change in the status of any such representations and warranties. In the event that any of the foregoing representations and warranties should be or become untrue or incorrect in any respect, Acclaim may immediately terminate this Agreement without any further obligation under this Agreement.

ARTICLE 3 CONTRACTOR'S COVENANTS

As a material inducement to Acclaim's execution and performance of this Agreement, and intending Acclaim to rely on the following promises, Contractor covenants to Acclaim as follows:

3.1 Provider Qualifications.

3.1.1 Physicians. Contractor shall ensure that each Physician providing Services shall at all times during the Term: (i) hold an unrestricted Texas license to practice medicine as a doctor of medicine ("M.D.") or a doctor of osteopathy ("D.O."); (ii) be board certified or board eligible in the Specialty; (iii) maintain current registrations to prescribe controlled substances with the U.S. Drug Enforcement Administration ("DEA"); (iv) be enrolled as a Medicare provider and eligible to participate in Government Health Programs, including without limitation Medicare and Medicaid; (v) be employed by or under contract with Contractor; and (vi) maintain Medical Staff membership and clinical privileges in the Specialty at the Hospital.

3.1.2 Mid-Level Providers. Contractor shall ensure that each MLP providing Services shall at all times during the Term: (i) hold an appropriate unrestricted license to provide healthcare services in the State of Texas; (ii) maintain the clinical privileges necessary to provide healthcare services to Patients at JPS Facilities; (iii) to the extent applicable to MLP's scope of practice, maintain a current registration to prescribe controlled substances with the DEA; (iv) maintain an agreement for prescriptive authority with a Physician who serves as the MLP's supervising physician, if and to the extent required by Acclaim or the District and permitted by MLP's license and applicable laws, rules and regulations; (v) be enrolled as a Medicare provider and eligible to participate in Government Health Programs, including without limitation Medicare and Medicaid; and (vii) be employed by or under contract with Contractor.

3.1.3 Approval for the Provision of Care. Contractor acknowledges that all Providers must be pre-approved by Acclaim for the provision of care at the JPS Facilities. Contractor will not present for service under this Agreement any Provider unless Acclaim has approved in writing such Provider for the provision of care at the JPS Facilities, which approval shall not be unreasonably withheld. Contractor acknowledges that Acclaim retains full authority to require removal of any Provider from the provision of Services at JPS Facilities upon written notice to Contractor.

3.2 Standards for Services. Contractor shall, and shall cause the Physicians to, follow all standards applicable to M.D.s and D.O.s, meeting the requirements of the ACGME, Residency Review Committee (a division of the ACGME), the American Osteopathic Association, and all other applicable accrediting bodies and program oversight requirements. Contractor also shall, and shall cause the Providers to, perform the Services in accordance with: (i) generally accepted standards of care throughout the County; (ii) all federal and state statutes, rules and regulations, including without limitation the Medicare and Medicaid conditions of participation, applicable to Contractor, the JPS Facilities, and the Services; (iii) the accreditation standards applicable to the JPS Facilities and the Services, including without limitation those requirements imposed by The Joint Commission; (iv) the bylaws, rules, regulations, policies and procedures applicable to the Services at the JPS Facilities; (v) the ethical and professional standards of the American Medical Association, the Texas Medical Association, the American Surgical Association, the American Osteopathic Association, the Texas Osteopathic Medical Association and other relevant professional, licensing and regulatory entities; (vi) the Compliance Plans applicable to the Services at the JPS Facilities; and (vii) performance and quality improvement initiatives advanced at the JPS Facilities to improve patient health, quality of care and satisfaction. Contractor acknowledges that Contractor and the Providers shall conform to any and all lawful directives issued from time to time applicable to the provision of Services at the JPS Facilities, provided that such directives are consistent with the scope and principles of this Agreement.

3.3 Continuity of Services. If for any reason a Provider scheduled to provide Services is unavailable, Contractor shall provide a substitute Provider, approved in advance by Acclaim (unless immediate action is required), which approval shall not be unreasonably withheld, and at Contractor's sole cost and expense. Any discontinuation or material disruption of services, or any attempted substitution for any Provider without Acclaim's prior written approval (unless immediate attention is required), shall be deemed a material breach of this Agreement, entitling Acclaim to terminate this Agreement immediately and, in Acclaim's sole discretion, to enter

into a separate agreement with another contractor to provide the Services. Notwithstanding anything contained herein to the contrary, no provision of this Agreement shall operate to delay medical treatment when immediate attention is required. The Parties acknowledge that a primary purpose of this Agreement is to make the Medical Services available to all Patients at all times.

3.4 Medical Staff/Privileges.

3.4.1 Membership. Contractor shall ensure that each Physician has and maintains unrestricted membership in good standing in the “active category” of Hospital’s medical staff (“**Medical Staff**”). Each Physician shall participate actively in the Medical Staff, including without limitation by:

(a) Serving on committees and discharging all obligations reasonably requested by the Medical Staff, the governing body of the Network or the Hospital, or any duly appointed officer or committee of the Medical Staff or the Network;

(b) Participating in quality assurance, utilization review, risk management and all plans and programs adopted by Network to assess and improve the quality and efficiency of services provided across the Network; and

(c) Providing the Services in accordance with all Medical Staff bylaws, rules, regulations, directives and policies of District (collectively, the “**Medical Staff Bylaws**”).

No provision of this Agreement is intended, nor shall any provision of this Agreement be construed, as any form of guarantee or assurance by Acclaim or by District that any Physician will obtain or retain Medical Staff membership.

3.4.2 Attendance at Meetings. The designated Chair and/or his or her designee shall attend at least 75% of Medical Executive Committee (“**MEC**”) and Medical Staff meetings during the Term.

3.4.3 Privileges. Contractor shall ensure that each Provider has and maintains the clinical privileges necessary to provide Medical Services in the Specialty to Patients at the JPS Facilities. No provision of this Agreement is intended, nor shall any provision of this Agreement be construed, as any form of guarantee or assurance by Acclaim or by District that any Provider will obtain or retain clinical privileges at District.

3.4.4 Termination. Each Physician’s clinical privileges to provide the Services required by this Agreement shall be incident to, and co-terminous with, this Agreement and the Physician’s status as one of the approved Providers under this Agreement, at Acclaim’s discretion. A Physician’s clinical privileges to provide Medical Services in the Specialty (together with his or her Medical Staff membership, if Physician does not maintain any other clinical privileges at the JPS Facilities) shall terminate automatically upon notice from Acclaim in the following circumstances: (a) termination or expiration of

this Agreement; (b) termination or expiration of Physician's employment or affiliation with Contractor; or (c) removal of Physician from providing Services under this Agreement. Any right a Physician may otherwise have to any hearing or appeals procedure prior to termination of Medical Staff membership and/or clinical privileges pursuant to the Medical Staff Bylaws, or the bylaws or policies of Acclaim or the District, the Healthcare Quality Improvement Act of 1986 or any other state or federal statute, regulation or judicial decision are hereby waived. In the event of any conflict between the terms of this Agreement and the Medical Staff Bylaws or the bylaws or policies of Acclaim or the District, this Agreement will control. Contractor shall ensure that each Physician signs a Joinder in the form of *Schedule 3.12 - Joinder*, affirming their individual agreement to be bound by the privileging terms described herein, and acknowledging the loss of privileges anticipated in the event his Agreement is terminated and/or the Physician in question separates from Contractor.

3.5 Quality Assurance and Improvement/Utilization Review/Peer Review. Contractor shall ensure that the Providers have knowledge of and assist Acclaim, District and the JPS Facilities (the "**JPS Affiliates**") in developing, implementing, monitoring and reviewing the quality assurance and improvement, utilization review and peer review programs, procedures, guidelines and policies related to the delivery of Services, as required by the policies of any of the JPS Affiliates, by Medicare and Medicaid law and regulations, and by the standards for governing, regulatory, licensing and certifying agencies having jurisdiction over the JPS Affiliates, and their operations. Contractor and the Providers shall comply with all procedures, guidelines and policies relating to these quality assurance and improvement, utilization review and peer review programs. If any regulatory, accrediting, certifying or licensing agency or board determines that the Services do not meet or exceed acceptable standards prescribed, which standards are the responsibility of Contractor and the Providers to satisfy under this Agreement, any and all actions necessary to bring the Services into compliance with applicable standards shall be taken by Contractor and the Providers within a reasonable time (not to exceed thirty (30) days, unless otherwise agreed upon by the Parties) after the details of noncompliance and steps necessary to effectuate compliance are made available to Contractor.

3.6 Risk Management. Contractor and the Providers shall participate in and cooperate with all committees and risk management programs of any of the JPS Affiliates that pertain to this Agreement or the Services furnished hereunder.

3.7 Use of JPS Facilities. Contractor agrees not to use or permit any of the Providers to use any part of the Hospital or of other JPS Facilities or assets for any purpose other than performance of the Services. Without limiting the generality of the foregoing, Contractor agrees that no part of the Hospital or any other part of the JPS Facilities shall be used at any time by any Provider as an office for private practice or delivery of care for persons other than Patients.

3.8 Compliance.

3.8.1 Compliance Plan and Code of Ethics. Contractor and each Provider shall comply with, and participate fully in, the Compliance Plans and Codes of Ethics of each of the JPS Affiliates (collectively, the "**Compliance Plans**") and related policies and

procedures, including training programs. Contractor's failure to comply with the Compliance Plans, or failure to participate in training conducted as part of the Compliance Plans, may be the basis for termination of this Agreement in its entirety, or with respect to the non-compliant service, in Acclaim's discretion. Additionally, any Provider's failure to comply with the Compliance Plans, or failure to participate in training conducted as part of the Compliance Plans, may be the basis upon which Acclaim may exclude the specific Provider from participation in this Agreement.

3.8.2 Physician Compensation. Contractor will not compensate any Physician, at any time, in a manner that takes into account or varies with the volume or value of referrals to (or business generated for) Acclaim, District, or any affiliate thereof, by such Physician. Contractor's compensation of Physicians shall at all times be consistent with fair market value for the services provided.

3.8.3 Background Checks. Prior to any Provider performing Services under this Agreement, and at least once annually thereafter, Contractor will conduct the background checks described in **Section 2.3.3** on him or her, and Contractor shall not present for the provision of Services under this Agreement any Provider who has not been screened, or whose screening reflects any of the following circumstances:

(a) Licensure. The Provider's medical license, health care license or controlled substance registration has been denied, suspended, revoked, terminated, not renewed, relinquished under threat of disciplinary action or restricted in any way.

(b) Medical Staff Privileges. The Provider's medical staff membership or privileges at any health care facility have been denied, suspended, revoked, terminated, not renewed, relinquished under threat of peer review or disciplinary action or made subject to terms of probation or any other restriction.

(c) Exclusions. The Provider has been denied participation in, or suspended, excluded, debarred or sanctioned under, a Government Health Program or any third-party reimbursement program.

(d) Convictions. The Provider has been convicted of a felony or a crime involving moral turpitude, or a criminal offense related to health care under federal or state law.

Contractor acknowledges that Acclaim may conduct its own screenings and background checks of Providers and will provide JPS Affiliates with a list of all Providers who are furnishing Services under this Agreement, upon request. Contractor further acknowledges that the activities of Acclaim in this regard will in no way diminish or otherwise impact Contractor's obligations to perform background checks and report the results thereof to Acclaim.

3.8.4 Annual Certification. On an annual or more frequent basis as reasonably requested by Acclaim, Contractor shall provide written certification to the requester that the requirements of this **Section 3.8** have been met.

3.9 Notice to Acclaim. Contractor shall immediately notify Acclaim if Contractor or any Provider:

3.9.1 Commits or is indicted or charged with a felony or crime involving moral turpitude or a healthcare crime under federal or state law;

3.9.2 Is unable to perform the Services due to death, disability, incompetence or other disabling event;

3.9.3 Fails to maintain professional liability insurance as required by this Agreement;

3.9.4 Has any license, registration, medical staff membership and/or privileges required to perform the Services suspended, revoked or otherwise limited;

3.9.5 Fails to comply with any of the terms and conditions of this Agreement after being given notice of that failure and a reasonable opportunity to cure;

3.9.6 Commits a negligent act in carrying out the Services or is notified of a suit, action or other legal proceeding arising out of the Services;

3.9.7 Becomes the subject of an investigation, audit, administrative action, judicial proceeding or disciplinary process by any federal, state or local government entity, agency, licensing board or other investigative or enforcement authority;

3.9.8 Becomes (or reasonably anticipates that it, he or she may become) excluded, debarred or otherwise rendered ineligible to participate in any federal or state healthcare program, including Medicare or Medicaid, in any federal procurement or non-procurement program or in any third-party payor program;

3.9.9 Enters into an arrangement or pursues conduct that presents a conflict of interest or materially interferes with (or is reasonably anticipated to interfere with) Contractor's or the Provider's performance of its duties under this Agreement;

3.9.10 Uses any JPS Facility or asset of the JPS Affiliates for any purpose other than performance of the Services, including without limitation as an office for private practice and delivery of care for persons other than Patients;

3.9.11 Obtains information indicating that any representation concerning Contractor or a Provider set forth in this Agreement may be inaccurate or incomplete; or

3.9.12 Is otherwise required to provide notice under any provision of this Agreement.

Any failure of performance by Contractor under this Section shall be deemed a material breach of this Agreement, entitling Acclaim immediately to terminate this Agreement in its sole discretion without further obligation under this Agreement. Upon request by Acclaim, Contractor shall immediately remove any Provider who is the subject of any of the events referenced in this Section.

3.10 Contractor Liaison. Contractor shall designate a liaison to serve as the main administrative contact between Contractor and the JPS Affiliates to make resource allocation and operational decisions. To the extent Contractor has an obligation to appoint a department chair under the terms of this Agreement, the appointed Department Chair shall serve in the liaison role.

3.11 Patient Medical Homes. Contractor acknowledges a commitment to the team-based approach of care coordination through patient centered medical homes ("Medical Homes"). Contractor acknowledges that, across specialties, all physicians involved in the care of Patients will play a role in the ultimate success of the Medical Home approach, which requires Providers to undertake an active role in the coordination of care between and among various health and patient services offered. Contractor agrees to actively participate in the implementation of Patient Medical Homes and other programs and processes to advance and coordinate the medical care and wellness of Patients. Contractor's role in implementation is expected to involve increased communication between Contractor's Providers and primary care providers responsible for Patient care management, and increased efforts by Contractor and its Providers to otherwise incorporate Patient Medical Homes into the provision of Specialty services to facilitate and advance the goal of furnishing comprehensive health care and wellness/preventive services for Patients.

3.12 Covenant Not to Compete. [Acclaim and District expect its exclusive anesthesia provider to agree to reasonable non-compete restrictions that will ensure that those holding administrative and/or leadership positions in the organization will not unfairly compete with District or Acclaim's services in the community. The precise scope, nature and duration of the non-compete will be negotiated between the parties prior to the execution of an agreement.]

3.12.1 Enforceability. It is the desire and intent of the Parties that the provisions of Section 3.12 be enforced to the fullest extent permissible under the laws and public policies of the State of Texas. In the event that the restriction exceeds that permitted by law, then the Covenant Not to Compete shall apply within the limitations as renegotiated by the parties in good faith or as reformed by a court.

3.12.2 Applicability to Provider Representatives. The terms of Section 3.12 (including all subparts) apply to the individual Physicians placed into service under the terms of this Agreement. Contractor shall ensure that each such Physician executes a Joinder in the form set forth in *Schedule 3.12 - Joinder*, attached to this Agreement, acknowledging this Covenant Not to Compete. Note: The Covenant not to Compete does not apply post-termination. Thus, if any Physician separates from employment, contractual relationship or affiliation with Contractor, and/or if this Agreement expires or is terminated, nothing in this Agreement or in the Joinder shall prohibit or prevent

Physician from providing services (of any kind) at any location whatsoever. As such, Physician is not provided a buyout option; Physician's relief from the Covenant Not to Compete is achieved by Physician's departure from Contractor and/or by Contractor's termination of this Agreement.

3.12.3 Joinder. Contractor agrees to obtain the written joinder of all non-temporary Providers who are placed into Service under this Agreement, evidencing their agreement to be bound personally by all of the applicable terms and conditions of this Agreement. Prior to providing any Services at District, each such Provider shall execute a joinder agreement, substantially in the form of *Schedule 3.12 - Joinder* in his/her personal capacity. Other than temporary shift coverage, no Provider shall perform Services pursuant to this Agreement unless and until the Provider's written joinder in this Agreement is on file with Acclaim. Executed joinders must be delivered to Acclaim in person, or by email, addressed to _____.

ARTICLE 4 ACCLAIM'S OBLIGATIONS

4.1 Space, Equipment and Supplies. To the extent reasonable and necessary for effective and efficient performance of the Services, Acclaim represents to Contractor that District shall make available during the Term the items and services listed below, subject to District's ultimate discretion and authority with respect to the allocation of necessary District resources:

4.1.1 Space and Equipment. Space and equipment (including maintenance in accordance with manufacturer's specifications and operation of the space and equipment), including office space, call rooms and meeting rooms to provide the Administrative Services required hereunder, which space shall include but not be limited to private office space and furnishings, including but not limited to a desk, chair, computer with Internet connectivity and telephone for the performance of the functions in that capacity. Contractor agrees to use this space solely for Services performed pursuant to this Agreement;

4.1.2 Utilities and Supplies. Heat, water, electricity, telecommunications, housekeeping, laundry and other similar services, and usual and customary medical and office supplies;

4.1.3 EHR. Access to District's patient registration system and electronic health records system to enable Contractor to perform the Medical Services; and

4.2 Support Services. To the extent reasonable and necessary for effective and efficient performance of the Services, Acclaim represents to Contractor that District shall make available during the Term the items and services listed below, subject to District's ultimate discretion and authority with respect to the allocation of necessary District resources:

4.2.1 Personnel. Non-Contractor clinical personnel, including nurses and other para-medical staff, and administrative support personnel, all of whom will be retained and/or dismissed by, and work under the direction of, District and/or Acclaim; and

4.2.2 Clinical Services. Laboratory, radiology, cardio-diagnostic, pharmacy and other clinical support services generally available at the JPS Facilities.

4.3 Authority and Consultation. Acclaim represents to Contractor that District shall consult with Contractor regarding the obligations outlined in this **Article 4**. Notwithstanding any other language in this Agreement, Contractor acknowledges that District shall retain ultimate responsibility for the operation of the Hospital and JPS Facilities, as and to the extent required under state law and other applicable laws, rules and regulations, and accreditation standards. District's retention of such responsibility is not intended, and shall not be construed, to diminish, limit, alter or otherwise modify in any way the obligations of Contractor to provide Services under this Agreement.

ARTICLE 5 COMPENSATION

5.1 Compensation for Services. Contractor shall be compensated based upon Contractor's performance, in the manner set forth on *Schedule 5.1 Billing, Collection and Compensation*, and consistent with *Schedule 1.1 Medical Services*, and *Schedule 1.2 Administrative Services*. Acclaim will liaison with District, and is contractually responsible for ensuring that Contractor is paid in accordance with the terms of this Agreement; however, Contractor recognizes and acknowledges that it provides the Services described herein for District, as a subcontractor, falling under master professional services and funding agreement(s) between District and Acclaim. Accordingly, Contractor's compensation may, from time to time, be issued directly by District, and not by Acclaim, if and to the extent District, in its discretion, opts to issue payment for Services performed by Contractor directly to Contractor (rather than issuing payment to Acclaim, and then having Acclaim issue payment to Contractor). In such instances, Contractor acknowledges that duplicate payment(s) are not intended, and that payment from District for a Service provided by Contractor under this subcontract shall be considered a payment by Acclaim, discharging Acclaim from any and all contractual responsibility for further payment to Contractor for the Services covered by such payment.

5.2 Rights of Set-Off and Recoupment. Acclaim shall have rights of set-off and recoupment as to any obligations due and owing by Contractor to Acclaim or District under this or any other agreement, and accordingly, Acclaim may retain any amounts that may otherwise be due and payable from time to time by Acclaim to Contractor under this Agreement to off-set or recoup any of Contractor's unpaid obligations to Acclaim or District. To the extent Acclaim fails to exercise its right of set-off or recoupment, such shall not constitute a waiver of Acclaim or District's rights under law or in equity to set-off or recoup funds due to either From Contractor. Acclaim shall give Contractor no less than thirty (30) days' notice prior to exercising any right of set-off, so that Contractor may have the opportunity to make a good faith appeal or pay the amount in question.

5.3 Audits and Adjustments and FMV Assessments upon Renewal. Acclaim may require additional or supplementary reports to establish the value and extent of Services provided hereunder and shall have the authority to audit Contractor's books and records to establish the value and extent of those Services. Acclaim may also select and engage, at its sole cost and expense, an independent third-party appraiser to perform a valuation to confirm that

compensation for Services is consistent with fair market value and is commercially reasonable, either during the Term or when renewal is contemplated. Upon notice by Acclaim, Contractor agrees to provide in a timely manner documents requested by Acclaim or the independent third-party appraiser for purposes of any audit or valuation. To the extent Contractor fails to provide necessary documents or information in a timely manner, Acclaim may issue written notice to Contractor that Contractor is in default of this, **Section 5.2**, and in such event, Contractor will have fourteen (14) days to cure by providing the requested information and documentation to Acclaim's third-party valuator. Any failures or delays by Contractor to provide the full scope of information and documents reasonably requested by Acclaim's third-party valuator will result in Contractor's owing a financial penalty to Acclaim, in the amount of such third-party valuator's fees and expenses associated with Contractor's production of incomplete and/or inaccurate data and information. In such instance, Acclaim will issue a demand for payment to Contractor, and will produce a copy of any relevant valuator invoice specifying the additional charge being passed on as a penalty to Contractor. Acclaim will have the right, under **Section 5.2** of this Agreement, to recoup Contractor's payment obligation under this Section, with amounts otherwise due to Contractor for Services provided. Any and all documents to be produced by Contractor under this Section shall be subject to a mutually agreeable confidentiality and non-disclosure agreement when appropriate. In the event Acclaim determines in its sole discretion that Contractor's reports, books and records do not accurately reflect or document Services performed pursuant to this Agreement and for which payment has been made by Acclaim or District to Contractor or the independent third-party appraiser determines that compensation is not consistent with fair market value or commercially reasonable, Contractor shall refund to Acclaim within thirty (30) calendar days' notice the amount of any overpayment as determined by the independent third-party appraiser and any failure by Contractor to do so shall be an event of default and grounds for termination by Acclaim pursuant to **Section 8.2.1**, and subject to recoupment under **Section 5.2**. Contractor's refund obligation under this Section shall survive for a one (1) year period following expiration or termination of this Agreement. In the event this Agreement, or any position or component contained within this Agreement is terminated for any reason by either Party in accordance with the terms of this Agreement, compensation will be due only for Services actually rendered through the effective date of termination, subject to the requirements for verification and other provisions of this Agreement.

5.4 Fair Market Value. District and Contractor acknowledge and agree as follows: (a) they have bargained at arms'-length to determine Contractor's compensation under this Agreement; (b) they believe the compensation is fair market value for the Services to be performed by Contractor and the Providers under this Agreement; and (c) they believe the compensation is consistent with fair market value for similar services in the County.

ARTICLE 6 INDEPENDENT CONTRACTOR

6.1 Relationship of Parties. With respect to the performance of the duties and obligations of Contractor and the Providers hereunder, the Parties agree that Contractor and the Providers are at all times acting and performing as independent contractors of Acclaim. Acclaim shall not have nor exercise any control or direction over the methods by which Contractor or the Providers provide the Services and perform their respective duties and

obligations. The sole interest and responsibility of Acclaim with respect to the Services is to ensure that they are performed and rendered in a competent, efficient and satisfactory manner. Standards of medical practice and the professional duties of Contractor and each Provider shall be determined in accordance with the Medical Staff Bylaws, applicable provisions of law and other rules and regulations of any and all governmental authorities relating to licensure and regulation of physicians and mid-level providers and to the operation of the Hospital and JPS Facilities, which standards shall be fully complied with by the Parties hereto.

6.2 No Employment by Acclaim or District. No Provider or other employee or contractor of Contractor shall be deemed an employee of Acclaim or of District for any purpose whatsoever, and none shall be eligible to participate in any benefit program provided by any JPS Affiliates on account of this Agreement. Contractor shall be exclusively responsible for the payment of all wages, salaries, taxes, withholdings, payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension or other deferred compensation plans including, but not limited to, workers' compensation and social security obligations, licensing fees, and the like, and the filing of all necessary documents, forms and returns pertinent to all of the foregoing on behalf of Contractor's personnel. Contractor shall not bring, and shall hold harmless and provide Acclaim with a defense against, any and all claims that Acclaim or any JPS Affiliate is responsible for the payment or filing of any of the foregoing payments, withholdings, contributions, taxes and documents, including but not limited to social security taxes and employer income tax withholding obligations.

6.3 Professional Expenses. Contractor shall be solely responsible for all personal and professional expenses incurred by it or any Provider to render the Services.

6.4 Incurring Financial Obligation. Contractor agrees and acknowledges that neither it nor any Provider has any right, power or authority to incur, nor will they incur, any financial, legal or other obligation or liability on behalf of or binding upon any JPS Affiliate. Contractor agrees to indemnify and hold each JPS Affiliate harmless from and against all financial, legal and other obligations and liabilities that directly or indirectly bind any JPS Affiliate or its managers, officers, employees or affiliates, which Contractor or any Provider enters into or incurs without the express prior written approval of the JPS Affiliate in question.

6.5 Promotions. Contractor acknowledges that JPS Affiliates may elect to engage in community outreach activities designed to promote health care services and facilities, including the Services performed by Contractor. Contractor shall cooperate with the JPS Affiliates in connection with such activities, and hereby consents to the use of the names of Contractor and the Providers, and the professional address, specialty, educational training and credentials of the Providers in promotional materials, community outreach brochures, on the JPS Affiliates' websites, in Provider directories and in similar materials utilized to describe the scope of facilities and services at the JPS Facilities.

ARTICLE 7 COMPLIANCE WITH LAWS

7.1 Generally. The Parties enter into this Agreement with the intent of conducting

their relationship in full compliance with applicable federal, state and local laws governing their relationship and the performance of the Services. This Agreement shall be construed in a manner consistent with compliance with such statutes and regulations, and the Parties agree to take such actions as are necessary to construe and administer the Agreement consistent therewith.

7.2 Health Care Fraud and Abuse. The Parties are aware of and have structured this Agreement in accordance with applicable federal and state laws and regulations prohibiting fraud and abuse in health care. In particular and without limitation:

7.2.1 Anti-Kickback Statute. The Parties intend to comply with the federal Anti-Kickback Statute (42 U.S.C. § 1320a-7b), and with the Texas statutes regulating the solicitation of patients. It is not a purpose of this Agreement to induce the referral of patients. The Parties acknowledge that there is no obligation or compensation under this Agreement, or any agreement or understanding between them, that requires a Party or any of its affiliates to refer, recommend or arrange for any items or services paid for by Medicare, Medicaid or any other healthcare program. To the extent that a Party makes referrals for health care business, it shall make such referrals in a manner consistent with sound professional medical judgment, the wishes of the patient and/or the patient's health care plan or other payor.

7.2.2 Physician Self-Referrals. The Parties intend to comply with the federal prohibition on physician self-referrals commonly referred to as the "Stark Law" (42 U.S.C. § 1395nn). The Parties further intend that this Agreement comply with applicable statutory and regulatory exceptions to the Stark Law, including without limitation the exception for Personal Services Agreements set forth at 42 C.F.R. § 411.357(d).

7.3 Health Information Privacy, Security and Breach Notification. The Parties agree to act in accordance with all applicable provisions of laws and other rules and regulations of any governmental authority relating to the activities contemplated by this Agreement, including but not limited to the Privacy, Security and Breach Notification rules promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the Health Information Technology for Economic and Clinical Health Act of 2009 ("HITECH"). The Parties agree that Acclaim, Contractor and the District collectively constitute an "organized health care arrangement," as that term is used in HIPAA. Accordingly, the Parties will work together cooperatively and in accordance with applicable federal and state laws, including without limitation: (a) the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. parts 160 and 164, subparts A and E; (b) the Standards for the Security of Electronic Protected Health Information at 45 C.F.R. parts 160 and 164, subparts A and C; and (c) the Breach Notification Rules at 45 C.F.R. parts 160 and 164, subparts A and D, as each may be amended from time to time.

7.4 Change in Law. Upon the occurrence of any of the following "**Triggering Events**," either Party may, upon written notice to the other Party and to the District, require the other Party to enter into good faith negotiations to modify the terms of this Agreement, to achieve legal compliance or alleviate a material adverse legal or financial consequence, in a manner that is least

burdensome to the Parties and accommodates the terms and intent of this Agreement to the greatest extent possible. The Triggering Events are:

7.4.1 A law or regulation invalidates or otherwise is inconsistent with a term of this Agreement;

7.4.2 A law or regulation would cause a Party's performance hereunder to be unlawful;

7.4.3 A court or other tribunal of competent jurisdiction rules that a provision of this Agreement is unlawful;

7.4.4 In the opinion of a reputable attorney, who is demonstrably familiar with health care law: (i) any federal, state or local government or agency passes, issues or promulgates any law, rule, regulation, standard or interpretation that would affect the continuing viability or legality of this Agreement, or that could cause significant and material adverse legal and/or financial consequences for a Party; or (ii) the compensation payable under this Agreement may not be consistent with fair market value or commercially reasonable for the Services actually rendered; and

7.4.5 In the opinion of a reputable attorney, who is demonstrably familiar with tax law, any federal, state or local government or agency passes, issues, promulgates or may interpret any law, rule, regulation or standard that would, as applied to the relationship between the Parties and the performance of this Agreement, call into question or threaten a Party's tax-exempt status.

If the Parties have not entered into a written agreement to modify the terms hereof within thirty (30) days after the date of the notice seeking renegotiation, then either Party may terminate this Agreement by written notice to the other Party; provided, however, no termination pursuant to this Section shall be effective or take place until the earlier of: (i) the date Acclaim engages a substitute provider of the Medical Services to assure that Patients are able to receive uninterrupted Medical Services, or (ii) the date that is one hundred and eighty (180) days after the expiration of the thirty (30) day negotiation period.

7.5 Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without giving effect to its conflicts of law provisions. Any action to enforce this Agreement, or any judgment entered by a court in respect thereof, shall be brought in the federal or state courts having jurisdiction in Tarrant County, Texas. The Parties hereby submit to the jurisdiction of such courts for the purpose of any action to enforce this Agreement, and waive all rights and claims to challenge the propriety of the venue designation or to assert that another forum is more appropriate to resolve a dispute over enforcement of this Agreement.

**ARTICLE 8
TERM AND TERMINATION**

8.1 Term. The term of this Agreement shall begin on the Effective Date and shall continue thereafter for a period of two (2) years, ending on [_____] (“**Term**”), with automatic renewals thereafter for successive one (1) year terms, unless either Party has provided 180 day advance written notice of intent to prevent either automatic renewal term from taking effect.

8.2 Termination Following Notice.

8.2.1 Upon Default. This Agreement may be terminated and/or all legal rights and remedies may be pursued by a non-defaulting Party upon the occurrence of an event of default that is not cured by the defaulting Party within thirty (30) days after its receipt of written notice describing the default; provided, however, that immediate termination rights are available to Contractor under **Section 8.3** and to Acclaim under **Section 8.4**.

8.2.2 Without Cause. Either Party may terminate this Agreement at any time delivering to the other Party no less than one hundred eighty (180) days advance written notice of its election to terminate this Agreement.

8.2.3 Upon Mutual Consent. This Agreement may be terminated at any time by mutual written agreement of the Parties.

8.2.4 Change in Law. This Agreement may be terminated in accordance with **Section 7.4**.

8.3 Immediate Termination by Contractor. Contractor may terminate this Agreement immediately upon either of the following occurrences: (i) loss of District’s license to operate Hospital; or (ii) closure of Hospital.

8.4 Immediate Termination by Acclaim.

8.4.1 As to any Provider. Should Acclaim reasonably determine that a particular Provider should be precluded from providing Services under this Agreement, Acclaim shall have the right to require that Contractor preclude the Provider from providing Services under this Agreement. In such event, Contractor shall provide an acceptable replacement Provider.

8.4.2 As to Contractor. Acclaim shall have the right, in its sole discretion, to terminate this Agreement immediately upon the occurrence of any of the following:

- (a) Loss or failure by Contractor to provide evidence of insurance coverage for Contractor and the Providers, as required herein;
- (b) Determination by Acclaim that patient health or safety is jeopardized by Contractor’s or a Provider’s actions or inactions;

(c) Determination by Acclaim that Contractor has done something to cause material harm to the reputation of any JPS Affiliate;

(d) Dissolution or entity reorganization by Contractor; provided, however, Contractor shall be permitted to assign this Agreement under such circumstances to a successor or affiliated entity upon written consent by Acclaim, which may be withheld or granted in Acclaim's sole discretion;

(e) Performance or attempted performance of any Contractor obligations through any Provider who has not been approved in advance by Acclaim, is not a member of the Medical Staff (if the Provider is a Physician) or who has been excluded from rendering Services pursuant to this Agreement;

(f) Contractor engages in action(s) contrary to its obligations under this Agreement that are materially adverse to any JPS Affiliates, their Patients, employees or staff, and the action(s) are not capable of being cured; or

(g) Contractor becomes the subject of an investigation or allegations pertaining to compliance with federal or state law, regulatory or agency rules, including Medicare and Medicaid payment provisions and conditions, or Contractor is proposed for exclusion from participation in a Government Health Program, or third-party reimbursement program.

8.5 Other Provisions. Acclaim shall have the right to terminate this Agreement immediately in accordance with **Sections 2.4, 3.3 and 3.9.**

8.6 Subsequent Agreements. In the event this Agreement is terminated for any reason during the first year of the Term, the Parties will not enter into an agreement or arrangement that is the same as or substantially similar to this Agreement during the remainder of the first year of the Term.

8.7 Effect of Termination. In the event of termination of this Agreement, no Party shall have any further liability or obligation under this Agreement, except those that arose on or before the date of termination. The Sections of this Agreement that, by their terms, extend beyond termination or expiration of this Agreement shall survive and continue in full force and effect after the expiration of the Term or any termination of this Agreement.

8.8 Resolution of Short Term/Quality of Service Deficiencies. Notwithstanding any other provision of this Agreement, and whether or not Acclaim terminates or has a right to terminate this Agreement, Acclaim may at any time retain the services of other parties necessary to provide the patient care and/or other services for which Contractor is responsible hereunder, when, in its sole discretion, Acclaim determines that Contractor is not providing services in a manner consistent with the terms of this Agreement and that the health, safety or well-being of Patients or others are at risk, or where the result of said failure to comply means that any of the JPS Affiliates are not in compliance or are in imminent threat of noncompliance with any federal or state law, rule or regulation or any requirement for accreditation or certification. In such an event, Acclaim will make reasonable efforts under the circumstances to

consult with Contractor prior to the retention of other parties, in an effort to allow Contractor to correct the deficiency and/or properly provide the service timely and safely. After such consultation, if Acclaim determines that Contractor cannot or will not provide the needed services, Acclaim may immediately retain the services of other parties without penalty to Acclaim, and Acclaim may contract with such other parties for the provision of and compensation for such services separate and apart from any obligations under this Agreement, and with no obligation to Contractor with regard to such services. The existence of such a contract between Acclaim, and a third-party, shall have no effect on the rights and obligations of the Parties hereto. Contractor acknowledges that Acclaim has no obligation to compensate Contractor for services required to be provided by Contractor under this Agreement that Contractor does not provide.

ARTICLE 9 INSURANCE

9.1 Liability Insurance.

9.1.1 Services Coverage Requirements. Contractor shall ensure that professional liability insurance covering Contractor and each Provider as to liability for claims arising from performance of the Services is in full force and effect throughout the Term. The professional liability policy(ies) for Contractor and the Providers shall be issued by an insurance company or self-insurance retention program acceptable to Acclaim and shall contain no less than the minimum limits of liability, collective of all Contractor's Providers, of \$1,000,000 per occurrence and \$3,000,000 in aggregate, or greater minimum amounts, if required by Acclaim upon recommendation by the District Board of Managers after consultation with the Hospital MEC. All insurance policies for Contractor and the Providers shall provide that Acclaim be given written notice no less than thirty (30) days prior to cancellation or material change of the policy. Contractor further agrees to provide evidence of its bound insurance coverage to Acclaim, either by providing copies of policies or certificates of insurance, as reasonably requested by Acclaim.

9.1.2 "Tail" Coverage. Upon the termination or expiration of this Agreement, for the professional liability policy or policies obtained pursuant to this Section that are "claims made" insurance rather than "occurrence" insurance, Contractor shall either: (i) purchase "tail" coverage to continue the liability insurance coverage in effect until the longest statute of limitations for professional and general liability for acts committed has expired; or (ii) continue in full force and effect the same level of liability insurance coverage on a claims-made basis until the longest statute of limitations for professional and general liability for acts committed has expired (recognizing in both instances that the statute of limitations for minors is tolled until the age of majority).

9.1.3 Other Coverage Requirements. Contractor shall obtain and maintain commercial general liability and workers' compensation insurance. The general liability coverage shall be no less than \$1,000,000 per occurrence and \$3,000,000 annual aggregate; and the workers' compensation coverage shall be not less than those amounts required by Texas statute. During the Term, Contractor shall be obligated to keep all insurance premium payments current and policies in force. At least annually and when Acclaim so requests, Contractor shall provide

Acclaim with a certificate of insurance evidencing the required coverage(s). Contractor shall notify Acclaim in writing at least thirty (30) days prior to any material change or cancellation of required insurance coverage.

9.1.4 Approval. All policies of insurance obtained by Contractor pursuant to this Section shall be subject to the continuing approval of Acclaim.

9.2 Managed Care/ Third-party Payor Contracts. Contractor recognizes that the Providers must see and treat all Patients who present for care and treatment at the JPS Facilities, and Contractor shall ensure that no Provider declines or refuses to see or treat any Patient based upon Patient's payor source. Contractor shall participate in the managed care programs in which the District participates. If Contractor fails to participate in any payor program in which District participates, Acclaim may, in its discretion, withhold Performance Compensation, and/or issue a notice of default and require Contractor to enroll in such payor program within the cure period contemplated under Section 8.2.1, or face termination of this Agreement. Acclaim may, in its sole discretion, grant Contractor a waiver of this requirement for certain payor programs that do not impact a significant population of the District's Patients. However, Contractor shall be required to be in-network and no waiver shall be available for the payor programs set forth in *Schedule 9.2*, attached hereto and incorporated herein by reference. In the event Contractor requests, and Acclaim denies such a waiver, Acclaim shall collaborate with and reasonably assist Contractor with enrolling in the payor programs in question and Contractor shall enroll in the program within ninety (90) days of Acclaim's denial.

If, at any time, Contractor is not participating in a payor program in which the District participates, Contractor shall institute billing and collection policies for Contractor's provision of Services to any affected Patients that ensure the Patient (and Patient's third-party payor) are charged no more than the average amount collected by Contractor for the same Services from all payor sources.

To the extent District enters into any new payor programs, Contractor shall be provided ninety (90) days' written notice that the new payor is now in-network with District, and Contractor shall have a ninety (90) day grace period (following the date of District's notice) to come into compliance with this **Section 9.2**, by enrolling as an in-network provider with such payer. Thereafter, if Contractor fails to be a participating, in-network provider with any payor program in which the District participates, and Contractor has not received a waiver from Acclaim pertaining to such payor program, or implemented a policy to ensure that Patients are not refused treatment and are charged no more than the average amount collected by Contractor for the same Services from all payor sources, as the result of Contractor's inability to contract with a payor, Contractor shall be in breach of its obligations under this Section 9.2. In such event, Acclaim may issue a notice of breach and require Contractor to enroll in such payor program within the cure period contemplated under **Section 8.2.1**, or face termination of this Agreement. As of the Effective Date of this Agreement, the plans with which Contractor is required to be in-network (and for which no waiver shall be available) are set forth on *Schedule 9.2* to this Agreement, which is incorporated herein by reference.

9.3 Contractor acknowledges that Acclaim and/or the District may enter into one or more global payment contracts with third-party payors for services provided to Patients at JPS

Facilities, including the Medical Services provided by Contractor and the Providers pursuant to this Agreement. In such event, Acclaim shall provide written notice to Contractor of such global arrangements, and Contractor and Acclaim shall work cooperatively and shall document by written amendment to this Agreement, any agreed-upon segregation of global payments required to ensure Contractor's receipt of the professional portion of such global fees.

ARTICLE 10 INDEMNIFICATION

10.1 Generally. Acclaim and Contractor intend that under no circumstances shall a Party be made to answer for the culpability or legal responsibility of the other Party. This Agreement shall at all times be construed so as to effectuate this intent. Contractor shall protect in all legal actions, indemnify and hold harmless the JPS Affiliates from and against all claims, asserted and assertable, and losses to persons or property to which JPS Affiliates may be exposed by reason of any act, action, negligence, omission or default on the part of Contractor and/or any of the Providers in connection with the Services or performance or failure to perform obligations imposed upon them under this Agreement.

10.2 Procedure. If a claim is made against any JPS Affiliate as to which such JPS Affiliate may seek indemnification under this Agreement, District (and/or its affiliate) shall promptly notify Contractor of the nature and basis of the claim. Contractor shall, upon the request of such JPS Affiliate, assume the defense of any indemnified legal proceeding, and in the case of any such request, the defense shall be conducted by legal counsel reasonably satisfactory to the JPS Affiliate in question. In any such legal proceeding, the defense of which the Contractor shall have so assumed, JPS Affiliates shall have the right to participate in the legal proceeding and to retain its own legal counsel, at its own cost and expense. It is understood that the Contractor shall not, in connection with any legal proceeding or related legal proceeding in the same jurisdiction, be liable under this Agreement for the fees and expenses of more than one separate firm (in addition to any local legal counsel) for the JPS Affiliates. Contractor shall not have the authority to enter into any settlement of any legal proceeding without the written consent of the affected JPS Affiliate.

ARTICLE 11 CONFIDENTIALITY

11.1 Confidential Information. Each Party acknowledges that in connection with its performance under this Agreement, it may acquire and make use of confidential information and trade secrets of the other Party, which may include management reports, financial statements, internal memoranda, reports, patient medical records, patient and customer lists, confidential technology and other materials, records and/or information of a proprietary nature ("**Confidential Information**"). In order to protect the Confidential Information, each Party agrees that neither it nor its shareholders, members, directors, officers, employees, contractors, agents and any other individual acting on its behalf (collectively, "**Associate(s)**") will use the Confidential Information of the other Party except in connection with the performance of this Agreement, and will not disclose the Confidential Information of the other Party to any third-party without consent or unless required by law. In the event a Party or its Associate receives a request or demand for the disclosure of the other Party's Confidential Information, the Party

receiving the request or demand shall immediately provide written notice to the other Party of the request or demand, including a copy of any written element of the request or demand.

11.2 Retention of Confidential Information. Upon termination of this Agreement, neither Party nor its Associates will take or retain, without prior written authorization or as otherwise authorized under this Agreement, any Confidential Information in any form (written, electronic or other media) of any kind belonging to the other Party, and will return all of the Confidential Information of the other Party to it on the earlier to occur of: (i) demand for return issued by the other Party; or (ii) termination of this Agreement. Without limiting other possible remedies for the breach of this confidentiality covenant, the Parties agree that injunctive or other equitable relief shall be available to enforce this covenant without the necessity of posting a bond of any kind, and that Acclaim will have standing to enforce this contractual provision on behalf of any affected JPS Affiliate.

ARTICLE 12 RECORDS

12.1 Records and Reports. Contractor will be responsible for maintaining or causing to be maintained timely, accurate and complete records, reports and other documentation pertaining to the provision of Services hereunder (collectively, "**Documentation**"), including without limitation scheduling and staffing reports, administrative records, quality and performance evaluations and so forth. Contractor will ensure that each Provider prepares and timely submits Documentation related to his or her provision of the Services, including without limitation medical records and other patient care-related notes, reports, orders, files and communications, timesheets and so forth. Contractor acknowledges that Documentation shall be: (a) prepared and submitted as required by the District's Medical Staff Bylaws, all rules, regulations, policies and procedures of the JPS Affiliates and this Agreement; and (b) completed within thirty (30) days after the: (i) date of discharge, for inpatient Patient Services; (ii) date of service, for outpatient Patient Services; and (iii) end of the month during which the Services were rendered, for all other Services. Contractor acknowledges that if required by JPS Affiliates in accordance with the Compliance Programs, Contractor shall take the steps necessary to amend, supplement, clarify, analyze or interpret any Documentation. All Documentation prepared by Contractor and the Providers in connection with the Services shall be the sole property and within the sole ownership and control of Acclaim and/or the JPS Affiliate which owns the records in question; provided, however, that to the extent permitted by applicable law, Contractor will have access to and be permitted to copy at its own expense any records created by Contractor and the Providers.

12.2 Access to Medical Records. The Parties recognize that each Patient has the legal right to have access to his/her medical records, that all staff physicians at JPS Facilities have the right to consult those records to facilitate the continuity of proper care, and that patient records are protected as confidential and privileged under state and federal laws (including without limitation HIPAA and HITECH). Contractor and the Providers will be provided access to patient records at any time necessary for Contractor and the Providers to fulfill their duties under this Agreement, provided Contractor and the Providers fully comply with all safeguards and legal requirements.

12.3 Business Records and Reports. Contractor and the Providers may generate business or financial records and reports relating to risk management, quality control and the operational costs of the JPS Affiliates. Copies of any such records and reports generated by Contractor and its Providers, which are and shall be treated as Confidential Information of District and the JPS Affiliates for all purposes hereunder, shall be submitted to JPS Affiliates upon request therefore.

12.4 Ownership of Records. Contractor acknowledges that all records maintained by Contractor or any Provider on behalf of the JPS Affiliates are and shall remain the property of the JPS Affiliates and shall be treated as part of JPS Affiliates' Confidential Information.

12.5 Records for Regulatory Authorities. Until the expiration of four (4) years after the furnishing of Services under this Agreement has ended, the Parties shall make available, upon written request, to the Secretary of Health and Human Services or the Comptroller General of the United States, or any of their duly authorized representatives, this Agreement and any books, documents and records of the Parties deemed necessary to certify the nature and extent of costs for services furnished under this Agreement. If the Parties carry out any of the duties under this Agreement through a subcontract with a value or cost of \$10,000.00 or more over a twelve (12)-month period with a related organization, the contract shall also contain a clause that, until the expiration of four (4) years after the furnishing of the services pursuant to the subcontract, the related organization shall make available, upon written request, to the Secretary or Comptroller General, or any of their duly authorized representatives, the subcontract and any books, documents and records of the related organization that are necessary to verify the nature and the extent of the costs of contractual services rendered. If either Party is required to disclose any books, documents or records relevant to this Agreement for the purpose of an audit or investigation, the Party shall notify the other Party as to the nature and scope of the request, and the other Party shall make available all relevant books, documents and records. CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS ACCLAIM IF ANY AMOUNT OF REIMBURSEMENT IS DENIED OR DISALLOWED BECAUSE OF CONTRACTOR'S FAILURE TO COMPLY WITH THE OBLIGATIONS SET FORTH IN THIS SECTION. SUCH INDEMNITY SHALL INCLUDE, BUT NOT BE LIMITED TO, THE AMOUNT OF REIMBURSEMENT DENIED, PLUS ANY INTEREST, PENALTIES AND LEGAL COSTS.

ARTICLE 13 OTHER PROVISIONS

13.1 Notices. All notices, requests and demands with respect to this Agreement shall be given to or made upon the Parties as follows:

If to Acclaim:

Acclaim Physician Group, Inc.
Attn: Dianna Prachyl, Chief Operating Officer
200 W. Magnolia Ave.
Suite 201
Fort Worth, TX 76104

With a copy to District (which shall not constitute notice):

Tarrant County Hospital District
Attn: Robert Earley, President/CEO
1500 South Main Street
Fort Worth, TX 76104
Facsimile: (817) 924-1207

If to Contractor:

[_____]
[_____]
[_____]
[_____]

or in the manner any Party may designate by written notice to the other Party from time to time during the Term. All notices and communications hereunder shall be in writing and shall be deemed to have been duly given if delivered by hand (with proper receipt), by facsimile transmission (with receipt confirmation), or by mail, certified or registered, return receipt requested with proper postage prepaid.

13.2 Binding Effect; Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assignors. Contractor shall not assign or transfer, in whole or in part, this Agreement or any of Contractor's rights, duties, or obligations under this Agreement without the prior written consent of Acclaim, and any assignment or transfer by Contractor without such consent shall be null and void. Acclaim may assign this Agreement to District, or any District affiliate, upon written notice to Contractor.

13.3 Authority. The Parties represent and assure to each other that the persons executing this Agreement on their behalf, respectively, have full authority to enter into this Agreement on behalf of the Party for whom the approval signature is provided.

13.4 Patient Complaints. The Parties agree to cooperate with each other in the resolution of all Patient complaints arising out of the Services. The Parties acknowledge that all Patient complaints shall be resolved in accordance with the procedures established by Acclaim.

13.5 Dispute Resolution. Acclaim and Contractor agree to perform this Agreement on the basis of good faith and fair dealing. In the event a dispute arises under this Agreement, the Parties agree to first engage in a good faith effort to resolve the controversy, each at its own expense. The effort to resolve the dispute should include consideration of submission of the dispute to mediation and/or arbitration, if agreement to do so is secured from all Parties to the dispute. In the event the Parties are not successful in resolving their dispute, then any Party is free to pursue enforcement of its rights and remedies, at law or in equity.

13.6 Attorney Fees. In the event any legal action is commenced to enforce or interpret any of the provisions of this Agreement, the prevailing Party shall be entitled, to the extent permitted by law, to recover from the non-prevailing Party its reasonable attorney's fees, costs and expenses incurred in connection with the legal action.

13.7 No Third-Party Beneficiaries. District is a third-party beneficiary to this Agreement, and will have rights to enforce this Agreement. Otherwise, no provision of this Agreement is intended to benefit any person or entity, including but not limited to any Provider who is not a Party to this Agreement, nor shall any person or entity not a Party to this Agreement have any right to seek to enforce or recover any right or remedy with respect hereto.

13.8 Non-Waiver. No waiver by a Party of any failure by another Party to keep or perform any provision, covenant or condition of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same, or any other provision, covenant or condition.

13.9 Additional Documents. Each of the Parties agrees to execute any document that may be requested from time-to-time by another Party to implement or complete the Party's obligations pursuant to this Agreement.

13.10 Entire Agreement. This Agreement, including all schedules and exhibits, contains the entire understanding and agreement of the Parties with respect to the subject matter hereof, and supersedes and replaces all prior agreements and understandings, whether written or oral, between them concerning the subject hereof. There are no representations, warranties, covenants, promises, agreements, arrangements or understandings, oral or written, express or implied, between the Parties relating to the subject matter hereof that have not been fully expressed herein.

13.11 Amendments. This Agreement may only be amended by a written document signed by both Parties.

13.12 Severability. Each provision contained in this Agreement shall be considered severable from the remainder of this Agreement. Subject to the provisions of **Section 7.4**, in the event any section or provision is determined to be unenforceable as written for any reason, the determination shall not adversely affect the remainder of the sections or provisions of this Agreement. In the event any section or provision is determined to be unenforceable, the Parties shall use their best efforts to amend this Agreement to supersede the unenforceable section or provision.

13.13 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall constitute an original and all of which together shall constitute one agreement binding on the Parties. Facsimile signatures shall be treated as original signatures.

13.14 Cross-Reference. This Agreement is a full statement of services to be provided by Contractor and the Physicians to any JPS Affiliate. To the extent any contracts for other services exist between Contractor and any JPS Affiliate, or between Physician (or the immediate

family member of any Physician) and any JPS Affiliate, such is recorded and reflected in a Master List maintained and updated by Acclaim in a central contract repository.

13.15 Force Majeure. Neither Party shall be liable for nonperformance, defective performance or late performance of any of its obligations under this Agreement to the extent and for such periods of time as such nonperformance, defective performance or late performance is due to reasons outside such Party's control, including acts of God, war (declared or undeclared), action of any governmental authority, riots, revolutions, fire, floods, explosions, sabotage, nuclear incidents, lightning, weather, earthquakes, storms, sinkholes, epidemics or strikes (or similar nonperformance or defective performance or late performance of employees, suppliers or subcontractors).

[Signature Page(s) Follow]

Schedule 1.1
Medical Services

Contractor shall provide professional staffing for the District's Anesthesiology Department ("**Department**"), and shall make available a sufficient number of Providers to furnish health care services required by Patients, 24 hours per day, 7 days per week, 365 days per year, including on-site, on-call and backup call staffing, in a manner that meets Acclaim's expectations with respect to quality, compliance, performance and patient/physician satisfaction. Without limiting the generality of the foregoing, Contractor shall have specific responsibility for the following, each of which is material to Contractor's performance under the Agreement:

QUALIFICATIONS OF PROFESSIONAL STAFF

1. Provide professional medical services by qualified (Board certified or eligible) and licensed professionals who maintain membership in good standing on the active medical staff of the District to all Patients who require anesthesiology consultation or services, regardless of payor source, in accordance with applicable law and with the current medical standards in the community.
2. Ensure that Providers are supported with clinical tools, training and processes that support best practice care, appropriate documentation and risk management, to provide the Services.
3. Recruit qualified providers. Each Provider shall meet minimum Provider qualifications and shall be presented to Acclaim for credentialing before providing services under this Agreement.

STANDARDS OF CARE

Contractor shall:

1. Treat all Patients in a respectful, courteous and non-discriminatory manner, without regard to race, color, national origin, religion, gender, sexual orientation, age, disability (including AIDS and related conditions), other protected legal status under federal, State or local law or regulation, or ability to pay for such services. Contractor shall apply the same time frames, protocols and standards for all Patients to whom Contractor provides services under this Agreement.
2. Adhere to evidence-based best practices and protocols as approved by the MEC ninety percent (90%) of the time.
3. Ensure that all Providers comply with applicable regulations and standards pertaining to patient and occupational safety, including without limitation the utilization of standard or universal precautions,

personal protective equipment, hand hygiene and other infection control practices.

4. Ensure that Physicians supervise residents, medical students and midlevel providers, regardless of payor source, in accordance with CMS requirements and the terms of the District's academic affiliation agreements, collaborative practices agreements, delegations of prescriptive authority and/or appropriate scope of practice delineated by the Hospital's bylaws and state law.

Patients receiving care from Residents under the supervision of a Contractor Provider, ensure that attending Providers:

- (a) Are "immediately available" (within JSCA ASC, OR L&D department, as applicable) to Residents and Patients during Resident cases. Providers shall have no other duties or activities during Resident cases to which they are assigned, and will remain available to participate in the case. Attending clinic, rounding and other activities are strictly prohibited during Resident cases.
- (b) Are physically present in the OR & L&D suite during the "critical portion" of all Resident cases 100% of the time.
- (c) Are physically present and immediately available in the clinic when Residents see clinic Patients.

5. Take a leadership role in the development of and adherence to clinical protocols that support evidence-based care, best practices, and Patient satisfaction. In addition, ensure that all Services are provided in compliance with The Joint Commission and JPS Affiliates' requirements.
6. Regularly consult with the leadership of the JPS Affiliates in the areas of Quality, Operations, Finance, Compliance, Nursing, Medical Staff administration and others on matters relating to productivity, quality, service and Patient satisfaction.
7. Promote effective communication between and among Providers, and between Providers and personnel under Provider supervision, nursing and other Patient care team members to effect continuity of care, Patient safety and efficient utilization of resources.
8. Ensure that Providers attend educational conferences and participate in case management and morbidity/mortality conferences.
9. Ensure that Providers remain knowledgeable about, support and comply with rules, regulations, bylaws and policies of the Network and all JPS Facilities, including the Hospital and its Medical Staff.

SCHEDULING AND STAFFING

Contractor shall:

1. Provide staffing at levels sufficient to meet Patient demand for anesthesiology services offered in a timely and efficient manner that meets or exceeds quality of care obligations under applicable laws and accreditation standards and promotes Patient satisfaction and physician retention. Qualified and fully credentialed Physicians must be available to Hospital at all times (24/7/365), and to the JSCA ASC during regular business hours. Acclaim will utilize Patient volumes and actual and forecasted activity trends to determine on-site and on-call coverage requirements and shift start and stop times, which may be adjusted as necessary, in the sole discretion of Acclaim, to best accommodate Patients and provide quality care. The following tables set forth the Contractor’s on-site coverage schedules as of the Effective Date, and Contractor agrees to work cooperatively with the JPS Affiliates to ensure the JPS Facilities are staffed appropriately for anesthesiology services.

Subject to the footnotes in the following Anesthesia On-Site Coverage and Anesthesia Call Coverage tables, the clinical staffing coverage levels provided by Contractor under this Coverage Schedule shall be -----td ----- (“**Coverage Schedule**”):

---To come --

Anesthesia On-Site Coverage		
Location	Number of Rooms	Shifts/Hours per day
Main Hospital Clinics		
Main OR/PAVILION		

Labor and Delivery (Main Hospital)		
- JSCA ASC		
*Rooms will run until the final posted case is complete unless the room has had greater than one hour of consecutive time, at any point in the day, without a case posted or with a case posted and staff surgeon not available in the OR to perform the case.		

Anesthesia Call Coverage		
Location	Primary Call	Shifts
Main OR / General		
Main L&D		
All Location (CV Primary)		
All Location (Stroke Primary)		
Pavilion / Main Hospital		

Additional Coverage

In addition to the permanent anesthesia coverage provided by Contractor pursuant to this Anesthesia Coverage Levels and Hours schedule, Acclaim may request, from time to time, that Contractor provide on-site anesthesia providers for coverage outside of the

hours listed in the Coverage Schedule above, from time to time in accordance with this Section (the “**Additional Coverage**”).

The Parties agree to monitor the staffing levels on no less than a quarterly basis and shall mutually agree in writing, upon any changes in the staffing levels referenced above and commensurate changes to the respective expense and compensation amounts referenced in *Schedule 5.1*.

1. Ensure that Providers devote exclusive time and attention to clinic duties at all on-site clinic coverage times. Providers shall not be scheduled for or undertake any other professional or personal activity during the timeframe that Provider is scheduled to provide on-site clinic coverage. Prohibited activities during clinic coverage time include but are not limited to: patient rounding; OR time; administrative work and telephone consultations outside the scope of Services under this Agreement; and any non-clinic responsibility that would take Provider’s time and attention away from the provision of professional and administrative services in a manner which supports orderly and efficient clinic operations and patient satisfaction.
2. Ensure that Providers arrive at the clinic for all scheduled duties on or before the scheduled start time, and in no event later than fifteen (15) minutes before the first scheduled appointment of the Provider’s shift. If the Provider is not in clinic by the designated time, he or she will be paged so Patients can be notified of expected arrival time. Timeliness of Provider arrivals will be tracked, and Contractor will be deemed in compliance with this timeliness requirement in the event that Providers achieve a 95% or greater compliance with the foregoing arrival time expectations. Departure time shall be after all Patients have been seen and any existing paperwork reviewed for completion.
3. Submit to Network’s Physician Services office, with a copy to the Network’s CCO and/or CEO’s designee, a proposed staffing schedule, listing the name and telephone number of each Provider who will cover each shift, including on-call and backup shifts, for each JPS Facility at which Contractor is required to provide services. Contractor shall submit monthly coverage schedules by: (a) the 20th day of the month for the following month’s Hospital coverage; and (b) two months in advance for ASC coverage. Contractor shall be responsible for informing the Providers of their schedules and assuring compliance therewith. Acclaim shall have the right to amend the staffing schedule, in its discretion, to assure that patient needs are met.
4. Ensure that, to the extent on-call Providers are to be utilized (in addition to on-site providers), all on-call Providers carry a pager or similar device activated by telephone number, and remain immediately available by telephone, and available to present on-site at Hospital or other JPS

Facility within thirty (30) minutes. Providers shall respond to after-hours clinic pages within thirty (30) minutes.

5. In addition to on-call and back-up coverage requirements, developing a support system for Providers on-call for the Department to ensure adequate support, assistance, collaboration and coverage for all Patient emergencies, phone calls, emails and/or concerns.
6. Contractor will maintain time records for each month during the Term verifying the amount of time devoted by Providers to performing Coverage Services pursuant to this Agreement. Contractor will submit an invoice to Acclaim within thirty (30) days of the end of each month in which the services were performed, and payment shall be rendered for each completed month according to the compensation terms set forth below. Acclaim may, in its discretion, required additional documentation to establish the extent and value of Services provided hereunder and in its sole discretion may properly deny compensation if Contractor fails to provide any requested additional documentation or Acclaim cannot confirm from the time records and additional documentation that services were in fact performed. Time records will be maintained by Contractor and the Physician for at least four (4) years after the end of the cost reporting period to which the allocation applies.

DOCUMENTATION

Contractor shall:

1. Keep and maintain on a timely basis full, complete and accurate records relating to all professional medical services rendered by Providers, including but not limited to the recordation of admission status and medication reconciliation concurrent with order entry for inpatients, as well as other appropriate and requested documentation relevant to each site of services, all in accordance with professionally established standards of the Hospital's Medical Staff Bylaws, Rules and Regulations, The Joint Commission, CMS and other regulatory agencies (all of which records shall be and remain the property of and in possession of the JPS Affiliates).
2. Ensure that Providers use EPIC, exclusively, for all documentation.
3. Ensure that Providers enter summary notes in and co-sign all clinic charts. All orders shall be completed, and all charts closed, by the end of each day's clinic session.
4. Provide timely records of all Medical Services performed to facilitate billing and collection processes. Medical Records shall be submitted

within thirty (30) days of discharge, for inpatients, or of the date of service, for outpatients.

COOPERATION

Contractor shall:

1. Ensure that Providers furnish patient-centric care and participate in patient satisfaction, quality assurance and quality improvement programs of the JPS Facilities, including but not limited to participation in Network peer review processes. Contractor and Providers shall actively participate in, promote and support the Network's overall patient satisfaction program and assist the JPS Facilities in the performance of utilization review, quality management, cost containment and risk management functions, as reasonably requested by the JPS Affiliates.
2. Promote the written goals of the JPS Affiliates.
3. Facilitate Patient participation in Medical Homes to ensure coordination of care for Patients undergoing inpatient/outpatient transitions or obtaining additional medical care through other specialties.
4. Ensure that Contractor and the Providers participate actively in the Compliance Plans, and cooperate with compliance audits, reviews and investigations that relate to the services provided by Contractor under this Agreement.
5. Ensure that each Provider attends and participates meaningfully in at least seventy-five percent (75%) of all assigned or appointed committee and Medical Staff meetings including Peer Review conferences.

Schedule 1.2

ADMINISTRATIVE SERVICES

Contractor shall be responsible for effectively and efficiently managing the Department for the benefit of Patients at JPS Facilities in a manner that meets Acclaim’s expectations with respect to quality, compliance, performance and patient/physician satisfaction. Contractor shall designate Physician leaders to serve as a Department Chair for the Anesthesiology Department and as a Medical Director for the JSCA ASC and shall ensure that each position is staffed at all times by a qualified Physician. Acclaim shall have the right to approve (or disapprove and request replacement) of the individual(s) appointed by Contractor to serve as administrators (which includes all medical directors, department chairmen, and any other administrative position staffed by Contractor, each of which is identified in the chart below). If Acclaim requests replacement of any person placed in an administrative position by Contractor, Contractor shall name a replacement within thirty (30) days.

Anesthesiology Administrative Positions and Compensation				
Dept. or Location	Position/Name	Average Hours per Month (FTE)	Hourly Compensation	Annual Cap
Anesthesiology Dept.	Department Chair	35 (0.2 FTE)		
JSCA ASC	Medical Director	17 (0.1 FTE)		

The chart above indicates the Parties’ expectations as to the time required to staff each of the positions indicated and perform the duties associated therewith, the market rate to be paid by Acclaim to Contractor for hours actually worked and an “**Annual Cap**” on the amount of compensation payable by Acclaim for each position each year. Acclaim reserves the right in its sole discretion to adjust the Hourly Market Rate at any time during the Term, but only to the extent necessary to ensure that such compensation remains consistent with fair market value and is commercially reasonable.

Each Administrator will maintain time records for each month during the Term verifying the amount of time devoted to performing Administrative Services pursuant to this Agreement. Contractor will collect, verify and submit the time records to Acclaim within thirty (30) days of the end of each month in which the services were performed, and payment shall be rendered according to the compensation terms set forth in the charts above and in *Schedule 5.1 – Billing, Collection and Compensation*, in each case subject to the Annual Cap. In no event shall Contractor be compensated for any Administrative Services that have not been documented by a full and complete, executed timesheet in the format approved by Acclaim. Acclaim may, in its discretion, require additional documentation to establish the extent and value of Administrative Services provided hereunder and in its sole discretion may properly deny compensation if Contractor fails to provide any requested additional documentation or

Acclaim cannot confirm from the time records and additional documentation that services were in fact performed. Time records will be maintained by Contractor and the Physician for at least four (4) years after the end of the cost reporting period to which the allocation applies. **Notwithstanding any other provision of this Agreement to the contrary, in the event Acclaim receives the time records required by this Section more than sixty (60) days after the end of the month covered by the time records, no compensation will be due from Acclaim to Contractor with respect to services performed during such month.**

DUTIES APPLICABLE TO ADMINISTRATIVE POSITIONS

1. Conflicts of Interest Statement. Each person appointed to an administrative position shall complete and sign a Network-approved form of Conflicts of Interest Statement in accordance with Network's organizational integrity program.
2. Coverage. An administrator shall arrange for coverage by another qualified Physician acceptable to Acclaim prior to any absence or, if prior notice is not possible, as soon as possible. Contractor shall at all times maintain responsibility for securing the continuous coverage of Administrative Services required hereunder.
3. Medical Director Duties. The duties of the JSCA ASC Medical Director shall include without limitation the following:
 - a) Perform administrative oversight and operational tasks, necessary for the efficient organization and provision of anesthesiology services at JSCA ASC, including scheduling of Providers; Acclaim expects that these duties will require the Medical Director to be on-site at the ASC a minimum number of hours as determined by Network after consultation with Medical Director, although actual hours worked will be determined by Network and JSCA ASC needs;
 - b) Be willing to assume responsibility for participation in MEC functions (as requested), take a leadership role in Hospital improvement committees (as requested), coordinate quality assurance, assessment and improvement, utilization review, risk management, infection control, peer review, education and counseling of Providers for JSCA ASC and interact constructively with physician and hospital leadership to ensure effective problem solving and excellent JSCA ASC operations;
 - c) Provide supervision, management and oversight of anesthesiology services at JSCA ASC, to assure that the professional services rendered meet or exceed accepted standards of care; the Medical Director will, at a minimum, lead quarterly quality improvement and safety meetings;

- d) Participate in meetings with Network administration monthly to review operations, quality, staffing and other issues, and as needed to develop and implement short and long-term goals for JSCA ASC;
- e) Participate as requested in the long-range planning for anesthesiology services at JSCA ASC, including, but not limited to, equipment selection, budgeting, and staffing;
- f) Cooperate with Network regarding administrative, compliance, operational or personnel issues involving JSCA ASC anesthesiology staff and promptly inform Network and appropriate medical staff committees of professional problems in accordance with medical staff bylaws, rules and regulations and Network policy;
- g) Assist JSCA ASC in obtaining and maintaining accreditation and all licenses, permits and other authorizations, and achieving all accreditation standards impacted by operation of the Department;
- h) Ensure the maintenance of accurate, complete and timely patient and other records regarding the Services at JSCA ASC in order to facilitate the delivery of quality patient care and provide the information required for Acclaim to obtain payment for its services;
- i) Supervise the development, implementation, and scheduled revisions of the Department protocols, standing orders, policies and procedures at JSCA ASC;
- j) Participate in community, state and federal activities related to the Department and/or the Services, community education and health promotion;
- k) Work with the Medical Staff committees and performance improvement teams to assure continuity of care; and
- l) Meet, as requested, with administration to discuss issues related to the continued improvement of patient care in the Department, and at JSCA ASC, in general.

4. Department Chair Duties. The administrative and consultative services that the Department Chair will provide shall include, but not be limited to, the following, each of which is a minimum service requirement, and a prerequisite to a payment for administrative compensation for the chairmanship.

- a) Attend at least 75% of all Chairs Committee and MEC meetings and appoint a designee in advance to attend those meetings which Chair is unable to attend personally.
- b) Meet with the Network's designee on a monthly basis to discuss the provision of Services.
- c) Organize and lead monthly departmental meetings, reviewing departmental performance measures, including HCAHPS results, with staff. Appoint Department committee chairs and members as needed. Submit Department meeting minutes monthly with sign in sheets to Physician Services.
- d) Establish and be present for routine weekly office hours for Administrative duties in proportion to payment for Administrative Services. Administrative Office hours must be between 7:00 a.m. and 6:00 p.m., Monday through Friday.
- e) Assist Network in formulating, implementing and monitoring policies and programs for quality assessment, performance improvement, utilization review, risk management and cost effectiveness in the Department's delivery of patient care. Take primary responsibility for participation in and resolution of issues related to Utilization Management with the inpatient medical staff members of the Department.
- f) Oversee quality of services provided in the Department to determine compliance with protocols, policies, procedures, performance standards and regulations; recommend improvement plans, counseling, additional remedial training or disciplinary action in a timely and effective manner as necessary to address identified problems.
- g) Review existing care pathways, protocols, policies and procedures relevant to the Department and develop and implement new protocols as appropriate. Protocols, policies, and procedures are expected to meet current standards for service delivery and patient care, as required to maintain accreditation, licensure or certification, and comply with directives of the federal and state agencies that may affect the Department.
- h) Promote principles of excellence in clinical service among providers and staff, including the AIDET model for patient care and its validation, and review and respond to patient and family complaints.

- i) Maintain accountability for Departmental and/or divisional compliance with all performance metrics/expectations for Department, as defined in the performance compensation goals and Key Performance Indicators, as updated from year to year.
- j) Submit written reports at least quarterly to the Chairs Committee, MEC and Physician Excellence Committee (“PEC”) concerning the following: (i) Findings of evaluation of patient care and monitoring activities and any resulting actions; (ii) recommendations for maintaining and improving quality of care provided in the Department and the Network; and (iii) other reports as requested by the MEC or PEC.
- k) Participate in the development of operating and capital budgets of the JPS Affiliates related to the Department; provide input to JPS Affiliates concerning the need for space, equipment and supplies. Lead a process to evaluate new technology and treatment modalities which may be used in the provision of care to patients of the Department, including the impact on safety, efficacy and efficiency of care. Assist the Network in developing strategic plans for the operation and expansion of services and technologies of the Department. Provide such additional administrative and consultative services as Acclaim or District may reasonably request.
- l) At least every six (6) months, review OPPE data for each Departmental/divisional staff member and hold each accountable for compliance with all Medical Staff rules and regulations, Departmental policies, and/or improvement in performance or behavior. Evaluate and recommend quality indicators and targets for OPPE evaluations.
- m) Enforce compliance within the Department with all Medical Staff Rules and Regulations, bylaws and all applicable Network Policies. Ensure the Department’s compliance with required procedures and due process in all instances in which corrective action has been recommended regarding a practitioner.
- n) Meet quarterly with each Department member to understand any quality or service concerns the member has regarding the Network and communicate such concerns through the appropriate chain of command, beginning with Executive Team member responsible for the Specialty.
- o) Evaluate on an annual basis the experience and expertise of all Department personnel, including non-licensed independent practitioners, and make recommendations to Network regarding

personnel required to meet the standard of care and deliver optimum patient care.

- p) Provide leadership in strengthening and enhancing a Department culture which incorporates commitment to excellence and collegiality, accountability among providers, physician commitment to medical staff and Network activities and continuous performance improvement of all physicians.
- q) Support the District's Code of Conduct and a high level of ethical conduct, helping to resolve any related performance and/or personality issues which arise in the Department.
- r) Support a well-designed, proactive program for recruiting, developing and training new medical staff leaders from within the Department. Develop and encourage future physician leaders within the Department to support a successful leadership succession and obtain approval from Network for such Department succession plan. Provide appropriate rewards and recognition for individuals serving in Department leadership positions.
- s) Assist in the clinical education of personnel reporting through all District departments participating in care of patients with the Department, including both inpatient and outpatient staff. Develop and participate in educational programs for the Medical Staff and in-service programs for nursing, allied health, Residents, students, technical and other non-physician personnel related to the Department. Provide counsel and training for Department personnel as may be required from time to time.
- t) Provide medical consults for staff of the Department and other clinical or administrative areas as designated by the CEO or CCO or CEO's designee.
- u) Coordinate and integrate the Department's services into the primary functions and other services provided at the JPS Facilities. Specifically, ensure a high level of coordination of the activities and concerns of the District's administration, nursing services, and other patient care services with those of the Department.
- v) Ensure call schedules are accurate and current at all times.
- w) Ensure timely response to clinical documentation inquiries (within twenty-four (24) hours).

- x) Participate in professional organizations and activities to develop, support and enable the Network to continue to attract qualified medical and support staff.

**Schedule 3.12
JOINDER**

The undersigned physician (“**Physician**”) acknowledges, and agrees to join in and be personally bound by, the terms and conditions set forth in the Professional Services Agreement (Anesthesia), dated effective _____ (“**Agreement**”), between Acclaim Physician Group, Inc., a non-profit health organization (“**Acclaim**”) and _____ (“_____”).

1. Duties. Physician acknowledges that he/she has received an explanation of and understands his/her duties and responsibilities under the Agreement.
2. Qualifications. Physician understands that he/she has an affirmative obligation to notify Contractor and Acclaim in the event Physician fails (at any time) to meet any Provider Qualification in *Section 3.1* or any Background Check representations in *Section 3.83* of the Agreement.
3. Non-Compete. Physician acknowledges that if he/she serves in an administrative/leadership role under the Agreement, he/she will be personally bound by the Covenant Not to Compete provision established in *Section 3.12* of the Agreement, which places restrictions on any Physician who serves in an administrative leadership role under the terms of the Agreement. By signing below, Physician confirms and ratifies all terms and conditions attendant such Covenant Not to Compete.
4. Effect of Exclusive Agreement on Physician’s Privileges. Physician further acknowledges that he/she understands that the Agreement between Acclaim and Contractor is exclusive in nature, and that, as a result, Physician will not be eligible to exercise privileges in radiology at JPS Health Network affiliated facilities if and to the extent Physician separates from Contractor during the term of the Agreement. Therefore, in the event that Physician separates from Contractor during the term of the Agreement, and/or if the Agreement expires or is terminated for any reason and is replaced by another exclusive provider agreement, Physician’s medical staff appointment and clinical privileges will be affected as follows:
 - a. Resignation of Appointment. Physician will immediately tender in writing his/her voluntary resignation of his/her Medical Staff membership and clinical privileges in radiology at JPS Health Network facilities. In the event that Physician fails to voluntarily resign, JPS Health Network will unilaterally terminate Physician’s Medical Staff membership and clinical privileges and document such termination as an administrative termination, required by the exclusive provider agreement. In such event, Physician will not be offered or entitled to any fair hearing or appeal process under the medical staff bylaws, despite any contrary language in any such bylaws or policies. To the extent Physician holds any such rights, Physician herein expressly waives such rights, and agrees that no hearing or appeals procedures otherwise contemplated under the Medical Staff Bylaws, or the bylaws or policies of Acclaim or the District, the Healthcare Quality Improvement Act of 1986 or any other state or federal statute, regulation, or judicial decision shall be applicable to his/her termination of privileges in the circumstances describe in this Joinder.
 - b. Administrative Termination. The termination of any clinical privileges pursuant to this Joinder are administrative in nature, and are not disciplinary or for quality of care reasons. As such, absent a legal requirement to do so, Acclaim shall not report such termination to the National Practitioner Data Bank or other regulatory agencies. If any report is required by law, Acclaim shall report that the termination is due to the exclusivity requirements in the Agreement and is not disciplinary in nature.

Physician:

Signature: _____
Date: _____

Print Name: _____

Schedule 5.1

Billing, Collection and Compensation

[specific terms to come]

Key Performance Indicators and Key Administrative Performance Indicators Exhibit

[specific terms to come]

Schedule 9.2

Critical In-Network Payor Relationships

Cigna

Blue Cross/Blue Shield

Aetna

Amerigroup

United

*Other payers designated by Acclaim

Exhibit "D"

Vendor Certification Form

Instructions:

Vendors doing business with Acclaim are requested to complete this form in its entirety. If you are a Disadvantaged Business Enterprise, the requested information pertains to the owner(s) of the company. This form must be signed and dated by an authorized representative of your company.

Respondent's Name:

Years in business under same name: _____

Previous Name: _____

General E-mail Address:

Current Address:

Sales Rep/Customer Service Name:

E-mail Address:

Sales Rep/Customer Service Phone Number:

Fax Number: _____

Accounts Receivable Contact Name:

Phone Number: _____

TCHD Account Number: _____

List your major commodities:

CHECK ALL THAT APPLY WITH RESPECT TO MAJOR COMMODITY:

Supply Equipment Service (List type of service, i.e. temp. agency, surveyor, etc.: _____)

Consultant Distributor Manufacturer Contractor Subcontractor

Approximate dollar volume of business with Acclaim in past twelve (12) months: \$ _____

ETHNICITY OF COMPANY'S AMERICAN OWNERSHIP (PLEASE place an X in the appropriate box:

ASIAN PACIFIC AFRICAN AMERICAN CAUCASIAN HISPANIC NATIVE AMERICAN	OTHER _____ (SPECIFY)	PUBLIC OWN STOCK? YES NO
		MAJORITY OWNER: MALE FEMALE

INCLUDE THE FOLLOWING:

Copy of certificate(s) (State of Texas, North Central Texas Regional Certification Agency (NCTRCA), Historically Underutilized Businesses (HUB), or any agency confirming your business as being a women/minority-owned or small business enterprise.

Signature: _____ *Title:* _____

Print Name: _____ *Date:* _____

EXHIBIT "E"

Conflict of Interest Questionnaire

Chapter 176 to the Texas Local Government Code ("Chapter 176") contains provisions mandating the public disclosure of certain information concerning persons doing business or seeking to do business with TCHD ("Disclosure Information"). The Disclosure Information relates to affiliations, and business and financial relationships such persons may have with members of TCHD's governing body, its officers and certain other high level TCHD employees. Each Respondent is charged with the responsibility of becoming familiar with the requirements of Chapter 176 and for complying with the applicable provisions thereof.

Each Respondent shall complete the Conflict of Interest Questionnaire set forth below and shall return the completed Conflict of Interest Questionnaire with its RFP Response.

A complete copy of Chapter 176 of the Local Government Code may be found at:

<http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>

For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:
 - (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
 - (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
 - (3) has a family relationship with a local government officer of that local governmental entity.
- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:
 - (1) the date that the vendor:
 - (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
 - (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or
 - (2) the date the vendor becomes aware:
 - (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
 - (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

[Balance of page left blank intentionally. Conflict of interest questionnaire follows.]

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

1. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

Date

Exhibit "F"

JPS Supplier Diversity: Good Faith Form

RFP # or Name of Contract:	
Prime Vendor Name:	
Prime Vendor address:	
Prime Vendor UCM ID:	

1. Are you a Historically Underutilized, Small, Minority, Woman or Veteran owned business (HUB/SMWVBE)?

- If yes, please attach your updated certification form (*Stop Here*)
- If no, please continue to #2 below

2. List all participating HUB/SMWVBE certified agencies/organizations contacted regarding subcontracting and/or partnership opportunities for this contract.

Subcontractor Company Name	Email / Phone	Certification Type and Number	Total Contract Value	HUB/SMWVBE Subcontract Value	% of Total Contract

(Insert additional rows as needed.)

3. If no HUB/SMWVBE participation is listed above, have you checked the JPS Vendor portal at <https://jpshealth.gob2g.com/> ? The vendor portal is a directory of certified HUB/SMWVBE businesses *Ex: Support services to participate under the contract*

If you searched the vendor portal, list HUB/SMWVBE company name(s) and contact

Subcontractor Company Name	Email / Phone	Certification Type and Number	Total Contract Value	HUB/SMWVBE Subcontract Value	% of Total Contract

information below

4. If you are not a HUB/SMWVBE and do not have a HUB/SMWVBE subcontractor, please provide a statement regarding steps that your company has taken to demonstrate your commitment to Supplier Diversity:

(Insert additional rows as needed)

5. Please provide an explanation as to how you plan to identify HUB/SMWVBE participation on this contract: *(Insert additional rows as needed)*

Name of Vendor (Print)

Vendor Signature

Date

Vendor Phone

Diversity Administration Reviewer (Print)

Exhibit "G"
Evaluation Criteria

Evaluation Criteria	Vendor Score
1. Respondent's reputation, financial stability, resources, experience and expertise in professional anesthesiology services and program administrative support, and in particular in public hospital districts and/or large teaching institutions, and vendor's general fit with Acclaim's mission and objectives for the Services, including client references and performance history in a similar setting.	
2. Patient satisfaction and quality and performance initiatives; vendor's experience, proven track record and specific proposal regarding pay for performance models which incent and reward quality of care, patient outcomes, patient satisfaction, reduced readmission rates and other targeted physician and program performance metrics.	
3. Nature of relationship between vendor and its providers, including proven ability to manage CRNAs (if in service); qualifications, experience, expertise and turnover rate of vendor's CRNA and physician provider staff; vendor's CRNA and physician staffing quality and resources.	
4. Respondent's proven ability to show teamwork and collaboration with related disciplines in a meaningful way to further patient success, including physician medical staff members, nursing leadership, case management, utilization review, and hospital administration.	
5. Respondent's proposed billing and compensation terms; Respondent's transparency pertaining to its costs and expected returns in connection with providing the Service, coupled with Respondent's ability to perform at a high quality service level, proven by Respondent's ability to meaningfully track and measure quality and performance and incorporate identified performance metrics into compensation terms.	
6. Any other information relevant (in Acclaim's sole discretion) to its evaluation, including but not limited to, Respondent's ability to begin Services on June 1, 2021, Respondent's unique program components, Respondent's location, accessibility and plan for meaningful leadership and management direction of the program, Respondent's current presence in competitive organizations in the market, Respondent's status as a disadvantaged Business Entity, and Respondent's commitment to workforce diversity.	

Exhibit "H"

Financial and Operational Matters

See attached.

Volumes reflected in the attached materials display historical volumes, before the public health emergency presented by COVID-19 (the "PHE") unfolded. Our expectation and forecasts reflect that the historical volume is a better predictor of ongoing anesthesia needs than current volume, during the PHE. Our expectation is that volumes will return to historical norms and be reflective of the pre-PHE levels reflected in the attached data by 4th Q of FY2021 (July-Sept. of 2021).

Anesthesia Patient Population Payor Mix

	All Combined		Main OR		Main Endo		Invasive Lab	
	12 months ended Sept 30, 2019	5 months ended Feb 29, 2020	12 months ended Sept 30, 2019	5 months ended Feb 29, 2020	12 months ended Sept 30, 2019	5 months ended Feb 29, 2020	12 months ended Sept 30, 2019	5 months ended Feb 29, 2020
JPS Connection	27.8%	28.2%	29.2%	29.8%	28.8%	29.9%	23.8%	21.3%
Self Pay	11.8%	12.9%	16.8%	17.7%	10.1%	13.2%	9.4%	11.1%
Commercial	20.0%	19.6%	21.2%	20.6%	16.8%	14.2%	15.9%	16.7%
Medicare	8.7%	8.0%	9.7%	8.7%	13.3%	11.8%	16.8%	19.8%
Managed Medicare	9.1%	9.2%	9.5%	8.9%	15.0%	15.4%	16.5%	14.6%
Medicaid	10.7%	10.0%	5.8%	5.4%	5.8%	5.9%	9.2%	8.9%
Managed Medicaid	11.9%	12.0%	7.7%	8.8%	10.1%	9.5%	8.3%	7.6%
	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%

	Labor and Delivery		JSCA OR		JSCA Endo	
	12 months ended Sept 30, 2019	5 months ended Feb 29, 2020	12 months ended Sept 30, 2019	5 months ended Feb 29, 2020	12 months ended Sept 30, 2019	5 months ended Feb 29, 2020
JPS Connection	4.5%	4.6%	40.3%	39.7%	44.4%	43.2%
Self Pay	8.6%	8.8%	8.8%	8.9%	3.2%	4.4%
Commercial	14.8%	15.3%	24.5%	24.8%	24.7%	25.4%
Medicare	0.6%	0.6%	7.0%	6.5%	7.1%	6.6%
Managed Medicare	0.5%	0.5%	6.2%	7.8%	11.0%	12.3%
Medicaid	41.4%	40.8%	2.8%	1.4%	1.4%	0.8%
Managed Medicaid	29.6%	29.2%	10.4%	10.9%	8.1%	7.3%
	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%

Note: The above table Includes all cases that had an anesthesia revenue code - areas include: Main OR, Main Endo, Invasive Lab, Labor and Delivery, JSCA OR, and JSCA Endo.

OR Surgical Case Statistics by Primary Service MAIN ENDO																			
Service Line	Oct-18	Nov-18	Dec-18	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19	Jul-19	Aug-19	Sep-19	FY19	Oct-19	Nov-19	Dec-19	Jan-20	Feb-20	FY20
Family Medicine	-	-	-	-	-	6	30	3	8	14	23	20	107	12	5	17	15	20	69
Gastroenterology	308	242	242	311	280	220	277	267	221	253	254	234	3,109	261	208	247	270	246	1,232
General Surgery	68	58	56	66	56	73	70	61	51	45	65	58	727	66	52	42	62	50	272
Pulmonary	25	40	22	34	33	22	43	29	27	33	33	38	379	41	35	45	26	43	190
(blank)		1			1							1		-	-	-	-	-	-
Grand Total	401	341	320	411	370	321	420	360	307	345	375	351	4,322	380	300	351	373	359	1,763

OR Surgical Case Statistics by Anesthesia Type MAIN ENDO																			
Location/Anesthesia Type	Oct-18	Nov-18	Dec-18	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19	Jul-19	Aug-19	Sep-19	FY19	Oct-19	Nov-19	Dec-19	Jan-20	Feb-20	FY20
General	55	60	45	61	56	48	62	56	49	64	76	73	705	61	56	74	64	61	316
Local	2	2	2	2	6	3	8	4	1	1	2	2	35	6	-	-	-	1	7
Moderate Sedation	12	12	7	16	6	5	14	4	5	2	3	3	89	11	4	8	2	8	33
Monitored Anesthesia Care	330	267	265	332	301	265	335	296	242	276	291	270	3,470	295	236	264	303	285	1,383
Regional	1	-	-	-	-	-	-	-	-	-	-	-	1	1	-	-	-	-	1
Topical	-	-	-	-	-	-	-	-	-	-	1	-	1	-	-	-	-	-	-
(blank)	1	-	1	-	1	-	1	-	10	2	2	3	21	6	4	5	4	4	23
Grand Total	401	341	320	411	370	321	420	360	307	345	375	351	4,322	380	300	351	373	359	1,763

OR Surgical Case Statistics by Primary Service JSCA ENDO																			
Service Line	Oct-18	Nov-18	Dec-18	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19	Jul-19	Aug-19	Sep-19	FY19	Oct-19	Nov-19	Dec-19	Jan-20	Feb-20	FY20
Family Medicine	-	-	-	-	-	8	52	93	67	76	85	104	485	113	91	96	101	80	481
Gastroenterology	271	215	215	205	242	191	263	163	213	137	144	149	2,408	191	177	171	137	163	839
General Surgery	24	33	33	34	32	39	33	33	22	23	26	21	353	22	29	22	28	23	124
Grand Total	295	248	248	239	274	238	348	289	302	236	255	274	3,246	326	297	289	266	266	1,444

OR Surgical Case Statistics by Anesthesia Type JSCA ENDO																			
Location/Anesthesia Type	Oct-18	Nov-18	Dec-18	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19	Jul-19	Aug-19	Sep-19	FY19	Oct-19	Nov-19	Dec-19	Jan-20	Feb-20	FY20
General	-	-	1	-	-	-	-	1	2	1	1	1	7	-	1	1	2	1	5
Moderate Sedation	55	55	48	71	53	79	97	81	59	57	67	80	802	98	76	83	71	63	391
Monitored Anesthesia Care	240	192	198	167	221	158	251	207	241	178	186	192	2,431	228	220	204	193	202	1,047
(blank)	-	1	1	1	-	1	-	-	-	-	1	1	6	-	-	1	-	-	1
Grand Total	295	248	248	239	274	238	348	289	302	236	255	274	3,246	326	297	289	266	266	1,444

Anesthesia Case Statistics

INVASIVE LABS

Oct-18	Nov-18	Dec-18	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19	Jul-19	Aug-19	Sep-19	FY19		Oct-19	Nov-19	Dec-19	Jan-20	Feb-20	FY20
125	81	88	96	88	86	92	105	93	86	92	91	1,123		95	101	81	95	91	463

OR Surgical Case Statistics by Primary Service JPS Main Hospital																			
Service Line	Oct-18	Nov-18	Dec-18	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19	Jul-19	Aug-19	Sep-19	FY19	Oct-19	Nov-19	Dec-19	Jan-20	Feb-20	FY20
Cardiovascular Thoracic	25	22	24	31	23	18	26	31	24	34	36	19	313	26	25	27	35	17	130
ENT	20	19	11	8	11	11	16	10	12	8	10	8	144	13	12	11	11	7	54
Gastroenterology	1	-	-	1	1	-	3	-	1	-	-	-	7	-	-	-	-	1	1
General Surgery	325	333	341	335	303	375	363	364	357	368	333	310	4,107	335	300	329	332	302	1,598
Neurosurgery	22	18	23	18	8	14	10	22	30	25	21	17	228	20	19	16	19	16	90
OB/Gynecology	85	61	53	54	57	66	61	56	59	57	67	59	735	61	59	51	55	54	280
Ophthalmology	129	102	54	135	110	108	128	134	107	100	90	80	1,277	110	76	92	110	110	498
Oral/Maxillofacial	68	71	69	71	70	65	75	53	73	87	83	57	842	93	79	82	90	75	419
Orthopedics	185	192	193	205	149	177	196	177	179	201	201	167	2,222	193	189	169	184	180	915
Pain Management	7	3	1	5	1	3	-	3	3	4	3	2	35	2	2	6	8	4	22
Plastics	24	20	22	25	26	30	28	34	23	31	35	33	331	33	22	31	37	23	146
Podiatry	101	89	81	84	77	95	125	117	97	141	106	92	1,205	104	110	89	131	100	534
Pulmonary	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1	-	-	-	1
Trauma	1	-	-	-	-	-	-	-	-	-	-	-	1	-	-	-	-	-	-
Urology	58	70	63	68	64	77	71	66	65	65	58	62	787	61	47	58	59	70	295
Vascular	24	15	22	19	19	13	19	17	10	17	16	15	206	21	21	20	22	25	109
Grand Total	1,075	1,015	957	1,059	919	1,052	1,121	1,084	1,040	1,138	1,059	921	12,440	1,072	962	981	1,093	984	5,092

Surgical Case Statistics by Primary Service JSCA																			
Service Line	Oct-18	Nov-18	Dec-18	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19	Jul-19	Aug-19	Sep-19	FY19	Oct-19	Nov-19	Dec-19	Jan-20	Feb-20	FY20
ENT	-	4	3	6	4	4	4	1	5	4	3	3	41	5	3	2	1	4	15
General Surgery	36	39	25	43	39	31	39	36	34	35	27	27	411	22	23	18	31	22	116
OB/Gynecology	18	9	9	11	13	7	13	21	7	18	9	10	145	15	12	7	11	12	57
Orthopedics	82	74	57	67	94	83	77	60	61	88	75	68	886	80	66	90	78	83	397
Pain Management	85	72	35	61	50	45	58	64	55	36	56	66	683	70	50	45	65	65	295
Plastics	4	2	8	2	7	8	4	10	8	6	4	3	66	6	6	9	10	10	41
Podiatry	13	7	6	9	6	10	12	16	-	2	9	8	98	6	3	9	6	13	37
Urology	7	11	12	15	9	13	6	8	16	6	19	12	134	10	6	10	14	21	61
Grand Total	245	218	155	214	222	201	213	216	186	195	202	197	2,464	214	169	190	216	230	1,019

OB/Gyn Surgical Case Statistics																			
by Procedure																			
WOMENS HEALTH																			
Procedure	Oct-18	Nov-18	Dec-18	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19	Jul-19	Aug-19	Sep-19	FY19	Oct-19	Nov-19	Dec-19	Jan-20	Feb-20	FY20
Hysterectomy - Abdominal	4	5	2	4	3	3	2	4	3	2	3	2	37	6	2	3	2	4	17
Hysterectomy - Vaginal	2	2	3	2	2	1	1	1	2	1	2	1	20	2	4	2	1	3	12
Laparoscopy	6	6	5	5	4	7	8	8	2	10	0	2	63	4	1	0	0	0	5
Laparoscopy - BSO	0	4	2	0	4	3	5	4	1	2	2	2	29	2	2	4	4	4	16
Myomectomy	4	1	1	0	5	1	3	2	0	4	3	3	27	3	1	4	0	1	9
Sling	3	3	8	0	3	1	4	7	2	2	3	1	37	2	1	1	4	4	12
Cervical Sleeve	0	0	1	0	2	2	3	0	1	1	0	2	12	0	0	2	0	2	4
Ablation	3	1	1	1	0	0	0	1	1	2	2	0	12	1	1	0	1	1	4
Biopsy - Cone	0	0	1	5	1	3	4	0	7	2	1	0	24	3	2	2	0	0	7
Biopsy - Vulvar	0	0	0	2	0	0	0	0	0	0	0	1	3	0	0	0	0	0	-
Cerclage	2	0	0	1	1	2	3	0	3	1	2	2	17	1	1	4	1	0	7
Cystectomy	0	1	1	1	1	2	1	0	1	1	0	1	10	3	1	2	1	0	7
D&C	17	15	15	11	15	16	10	23	14	12	11	10	169	10	11	13	18	12	64
Excision - Bartholin Cyst	0	0	0	0	0	1	0	0	1	0	0	2	4	0	0	0	0	2	2
Excision -Labial Abscess	0	0	0	0	0	0	0	0	0	0	1	0	1	0	1	0	0	0	1
Hysteroscopy	6	2	8	6	9	8	12	4	6	5	7	8	81	15	6	2	5	11	39
Laceration Repair - Cervical	0	0	0	0	0	0	0	0	0	0	0	0	-	0	0	0	0	0	-
Laceration Repair - Vaginal	0	2	3	1	0	0	0	0	0	0	0	1	7	0	1	0	0	0	1
I&D	0	0	0	0	0	0	4	0	0	0	1	0	5	0	1	0	1	2	4
EUA	3	3	0	4	0	0	3	0	0	2	3	4	22	0	0	0	1	2	3
D&E	0	0	0	1	1	0	0	0	0	0	0	0	2	0	0	0	0	2	2
Ex Lap	0	1	1	0	1	1	1	0	7	3	7	7	29	0	2	6	7	5	20
BTL	0	0	3	2	1	3	4	0	4	3	3	1	24	1	3	0	3	2	9
Other- not defined	0	1	1	0	0	2	1	2	1	0	1	3	12	1	4	4	1	1	11
Grand Total	50	47	56	46	53	56	69	56	56	53	52	53	647	54	45	49	50	58	256

OB/Gyn Delivery Case Statistics																			
WOMENS HEALTH																			
Cesarean Procedures	Oct-18	Nov-18	Dec-18	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19	Jul-19	Aug-19	Sep-19	FY19	Oct-19	Nov-19	Dec-19	Jan-20	Feb-20	FY20
Cesarean Sections	119	92	93	95	94	97	98	91	106	111	105	113	1,214	110	101	115	93	93	512
Grand Total	119	92	93	95	94	97	98	91	106	111	105	113	1,214	110	101	115	93	93	512
Cesarean Anesthesia Type	Oct-18	Nov-18	Dec-18	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19	Jul-19	Aug-19	Sep-19	FY19	Oct-19	Nov-19	Dec-19	Jan-20	Feb-20	FY20
C/S regional anesth.	104	82	87	83	93	88	87	76	95	102	91	99	1,087	97	99	104	87	82	469
C/S general anesth.	15	10	9	12	9	15	11	16	16	9	14	11	147	13	5	11	6	11	46
Received both anesth.	-	-	(3)	-	(6)	(6)	-	-	(6)	-	-	5	(16)	-	(5)	-	-	-	(5)
Grand Total	119	92	93	95	96	97	98	92	105	111	105	115	1,218	110	99	115	93	93	510
SVD with epidural	171	161	178	160	155	158	159	137	145	185	167	144	1,920	156	155	157	130	142	740
Epidural Rate	72%	69%	68%	74%	73%	75%	76%	67%	60%	75%	66%	68%	70%	65%	65%	66%	66%	67%	66%
Total Deliveries	357	325	355	311	306	307	308	297	331	357	359	324	3,937	359	324	350	291	307	1,631