

REQUEST FOR PROPOSAL

INPATIENT AND OUTPATIENT MENTAL HEALTH PHYSICIAN SERVICES

Abbeville General Hospital
118 N. Hospital Drive
Abbeville, Louisiana 70510

Issue Date: January 16, 2019

*Due Date for Proposals
in Response to this Solicitation:*

Monday, February 4, 2019

2:00 P.M. CST

SECTION I: GENERAL NOTICE

A. INTRODUCTION

This Request for Proposal (hereinafter “RFP”) is issued by the Abbeville General Hospital. Thank you for your interest in submitting a proposal for this solicitation. Hereinafter, organizations interested in submitting a proposal in response to this RFP shall be referred to as “Offeror, Contractor, Group.”

B. PROCUREMENT TIMETABLE

The timetable set out herein represents AGH's best estimate of the schedule that will be followed in the RFP process. Offerors will be advised, by addendum to the RFP, of any changes to the timetable.

<u>Event</u>	<u>Scheduled Date</u>
REP Issues & Posted on Abbeville General's website, abbevillegeneral.com	January 16, 2019
Submission Deadline for Questions & Clarification Requests	January 28, 2019
Proposal Submission Deadline	February 4, 2019
Proposal Evaluations, Clarifications	February 4, 2019 February 20, 2019
Contractor Selection/Award Notification (on/about)	February 27, 2019
Anticipated Contract Commencement Date	June 1, 2019

C. SUBMISSION OF INTENT TO SUBMIT PROPOSAL

Offerors should submit, in writing, by Monday, January 21st, their intent to submit (or not submit) a proposal. Please forward your company’s intentions either by fax to: 337-893-2801 or by email to: troy.hair@abbgen.net. This is not a mandatory requirement; its sole intent is to ensure sufficient interest from the vendor community.

D. SUBMISSION OF QUESTIONS, CLARIFICATION REQUESTS - POINT OF CONTACT

Offerors are encouraged to submit written questions and requests for clarification pertaining to the RFP. Questions must be submitted in writing via hand-delivery, electronic mail, facsimile or post mail to the following point of contact not later than the “Submission Deadline for Question & Clarification Requests”, identified above, in order to generate an official answer.

TROY HAIR, CHIEF FINANCIAL OFFICER
ABBEVILLE GENERAL HOSPITAL
118 N. HOSPITAL DRIVE
ABBEVILLE, LOUISIANA 70510
PH: 337-898-6377
FAX: 337-893-2801
EMAIL: TROY.HAIR@ABBGEN.NET

All written questions will receive an official written response from AGH and become addendums to the RFP. The only official position of AGH is that which is stated in writing and issued in the RFP as addendums thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response/statement, and such communications may not be relied upon.

E. RFP AMENDMENTS

AGH reserves the right to amend the RFP any time prior to the ending date for “Proposal Submission Deadline” date, identified above.

F. CANCELLATION OF RFP

The RFP may be canceled if it is determined to be in the best interests of AGH.

SECTION II: SCOPE OF SERVICES

A. CONTRACTOR'S RESPONSIBILITIES

The CONTRACTOR shall provide clinical and administrative services for the Hospital. Specifically, the Hospital owns and operates a sixteen (16) bed adult inpatient program, the Behavioral Medicine Center (the "Inpatient Program") and two (2) outpatient programs -- a partial hospitalization program ("PHP") and an intensive outpatient program ("IOP" or collectively, the "Outpatient Programs").

The Scope of Services is as follows:

1. **Inpatient Program** - Sixteen (16) bed unit providing adult inpatient psychiatric treatment. Average daily census is fourteen (14) patients and those patients have an average length of stay of 9.5 days, resulting in approximately 5,060 patient days, and 531 discharges annually. As a result, the inpatient program would require 1.8 to 2.4 FTEs for psychiatric coverage.
2. **Outpatient Programs** - The Partial Hospitalization Program (PHP) has an average daily census of four (4) patients, and an average daily censuses of four (4) patients in the Intensive Outpatient Program (IOP). The Outpatient Programs operate five days per week (260 days per year), translating to a total visit volume of 1,875 patient encounters annually. As a result, the outpatient programs would require 0.7 to 0.8 FTEs for psychiatric coverage.
3. **Inpatient Acute and Emergency Room Call Coverage** - Contractor shall provide on-call coverage for the hospital's general Inpatient Acute and Emergency Room Services twenty-four (24) hours per day, seven (7) days per week, and three hundred sixty-five (365) days per year. It is understood that the on-site Inpatient and Out Patient Programs, psychiatrist can cover the call during regular hours.
4. **Psychiatrist Qualifications.** Group must provide psychiatrists that meet the following criteria:
 - a. Be Board Eligible in psychiatry;
 - b. Maintain an unrestricted license to practice medicine in the State of Louisiana;
 - c. Possess a valid DEA/BN DD number;
 - d. Be (or become) a member in good standing of the Hospital's Medical Staff, subject to all Medical Staff rights and responsibilities, including, but not limited to, peer review; and
5. The CONTRACTOR, in a timely and accurate manner, will provide the HOSPITAL written reports it requests regarding PHYSICIAN services provided.
6. The CONTRACTOR shall ensure the PHYSICIAN promptly submits, to the HOSPITAL's medical records administrator and/or patient's private physician, written reports of all examinations, treatments, and procedures provided pursuant to this Agreement. CONTRACTOR and PHYSICIAN shall use the medical records and report forms provided by the HOSPITAL. CONTRACTOR further agrees that all records and reports required by this Section shall be the exclusive property of the HOSPITAL.
7. The CONTRACTOR shall ensure that their PHYSICIANS submit all medical records through the EMR system. CONTRACTOR shall provide sufficient training for all of CONTRACTOR's Physicians to ensure their knowledge and understanding of the EMR system.

8. Professionalism. CONTRACTOR's Physicians are expected to promote a positive work environment through behavior that demonstrates a commitment to AGH's Mission, Vision and Values.

Behaviors that demonstrate AGH's values of Trust, Respect, Integrity, and Mindfulness will promote better patient care and encourage long-lasting, meaningful relationships among all Hospital staff, and increase both employee and patient engagement. Intimidating and disruptive behaviors can foster medical errors, contribute to poor patient satisfaction and engagement, and contribute to preventable adverse outcomes. The Administration and/or outside organizations will periodically survey staff, patients, and other providers to determine whether the CONTRACTOR's Physicians are meeting the HOSPITAL'S mission, vision, and values and is in compliance with the policies and expectations listed in sections II.A.10.a and II.A.10.b below. The CONTRACTOR's Physicians will be given feedback and, if improvement is deemed by the HOSPITAL Administration to be needed, in its sole discretion, the CONTRACTOR's Physicians will be expected to alter their behavior to come into compliance with these policies and expectations.

Unprofessional Conduct that continues after organizational efforts to correct are unsuccessful may result in termination of this Agreement as provided for under its terms and conditions. The Administration will have sole authority to decide whether the CONTRACTOR's Physicians has successfully remediated their unprofessional conduct and the decision of the Administration is final. Additional policy violations and nonclinical unprofessional conduct will be investigated by the Human Resources Department and/or outside organizations. Unprofessional Conduct that raises clinical concerns will be addressed by the Medical Staff Office and referred to the CEO.

For purposes of this Section II.A.10, "Unprofessional Conduct" means any of the following:

- a. Disruptive behavior, as defined by the Abbeville General's Code of Conduct to mean anything a person does that interferes with the orderly conduct of Hospital business. Disruptive behavior includes, but is not limited to, the following actions:
 - ⇒ Physically threatening anyone in the work environment
 - ⇒ Verbal outbursts
 - ⇒ Making threatening or intimidating physical contact with another person
 - ⇒ Throwing things, instruments, or charts
 - ⇒ Threatening violence or retaliation
 - ⇒ Sexual and other harassment
 - ⇒ Making belittling, sarcastic or condescending statements regarding AGH or its employees.
 - ⇒ Calling people names
 - ⇒ Using profanity
 - ⇒ Blatantly failing to respond to patient care needs or staff requests
 - ⇒ Deliberately failing to return calls, pages, and messages.
- b. A violation of any of the Abbeville General Hospital "Standards of Conduct" as displayed in Appendix F. The parties to this Agreement certify that they shall not violate the Anti-Kickback Statute or the Stark Law with respect to the performance of this Agreement

9. The PHYSICIAN must provide written notice to Hospital Credentialing Department upon receipt of notification that the PHYSICIAN has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity. The Hospital may, upon receipt of such written notice, immediately terminate this Agreement if the Hospital determines that the PHYSICIAN has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body.
10. The MEDICAL DIRECTOR shall work approximately thirty (30) hours per month. Monthly duties shall include:
 - a. Group shall designate a contracted physician to serve as Medical Director. The Medical Director shall work directly with Hospital's Administrative Representative(s) and shall be subject to the supervision and direction of Hospital's Administrative Representative(s) with respect to all administrative matters involving the BMC and PHP Departments.
 - b. The Medical Director shall exercise continuing responsibility for the management of the medical aspects of the Inpatient and Outpatient Programs.
 - c. Medical Director Services shall include assisting the Hospital with supervision and performance improvement activities through staff and facility performance appraisals, contributions as needed to maintain accreditation, quality measurement and reporting activities.
 - d. The Medical Director shall be integrally involved in Hospital's Risk Management Program. From time to time, Hospital's Risk Management personnel will send a request for review and response to the Medical Director following receipt of a patient or family member complaint related to a provider. Upon receipt of this request, Medical Director shall review the complaint and provide written feedback to Hospital's Risk Management Department within five (5) days. Group, the Medical Director, and its providers shall comply with Hospital's risk management initiatives.
 - e. The actions of Group and its providers shall result in zero ("0") EMTALA violations for Hospital. All of Group's providers shall comply 100% with all of Hospital's EMTALA policies. Group, through its Medical Director, shall be responsible for assisting Hospital in responding to and correcting any deficiencies or citations levied against Hospital due to non-compliance with state or federal laws and/or regulations related to operation of the IN & OP Mental Health Services.
 - f. Director holds and shall maintain a full and unrestricted medical license to practice medicine and permits required for dispensing medications, including, but not limited to, the permits required to prescribe narcotics and controlled substances and professional liability insurance as specified herein.
 - g. Director holds and shall maintain Board certification or Board Eligibility or equivalent training and experience in Director's specialty.
 - h. Director is and shall remain a member in good standing of the Active Medical Staff of Hospital with clinical privileges. Director shall provide medical administrative services at the Hospital in conformance with the applicable standard of care for licensed physicians.
11. Offeror understands that Hospital participates in a Low Income Need Care & Collaboration Agreement (LINCCA), and as such requires the ED Professional Services Agreement to be executed between Offeror and Vermilion Health Services, LLC.
12. Offeror understands that Abbeville General Hospital is a qualifying entity to receive enhanced reimbursement through the Louisiana FMP Physician program. As such, Offeror will be required to execute an acknowledgement document required by the State of Louisiana for receipt of such enhanced reimbursement.

B. HOSPITAL'S RESPONSIBILITIES

1. **Disclosure for Payment Process.** The HOSPITAL shall allow access to and use of its records, including patient records, necessary for the CONTRACTOR to accurately bill for professional services provided by the PHYSICIAN. Any such disclosure and use shall be subject to all applicable requirements and restrictions set forth in Hospital Policy and Procedures.
2. **Electronic Medical Records (EMR) System.** The CONTRACTOR will provide sufficient training to CONTRACTOR's staff. HOSPITAL will provide all necessary equipment for the use of the EMR. All medical records will be entered into the EMR system and HOSPITAL shall maintain the system for all users.
3. **Space.** Hospital shall use reasonable efforts to make available the necessary space for the performance of Services at Hospital. Group and its employees, agents, and contractors shall use such space solely for Services and shall not use such space in a manner inconsistent with this Agreement.
4. **Utilities and Services.** Hospital shall ensure the space used by Group is furnished with ordinary janitorial, maintenance, and laundry services and electricity, gas, water, heat, and air conditioning, as needed. Hospital shall not be in breach of this Agreement for failure to furnish any such service when such failure is caused by conditions beyond the reasonable control of Hospital or by accidents, repairs, strikes, labor disturbances, or labor disputes of any character, whether resulting from or caused by acts of Hospital.
5. **Personnel and Performance of Procedures.** Hospital shall ensure all clinical personnel required for proper operation of the Program are available. Salaries, benefits, and personnel policies for such persons shall not be those of Group. Group shall not have any administrative control or responsibility for all such personnel.
6. **Supplies.** Hospital shall ensure the provision of all supplies determined necessary by Hospital and reasonably required for the operation of the Program.
7. **Equipment.** Subject to budgetary and legal considerations, Hospital shall ensure the Program is furnished with such equipment determined necessary by VHS and reasonably required for its proper operation and conduct. Hospital shall ensure this equipment is kept and maintained in good order and repaired or replaced, or any part of it that becomes worn out or obsolete. Hospital will be consulted in strategic and long-range planning relating to the Program and in matters of procurement of new and replacement equipment. Group shall timely notify Hospital or Manager of all known or suspected problems with equipment and/or supplies furnished hereunder.

C. BILLING AND COLLECTIONS

1. Contractor shall be responsible for the billing and collections of all charges to patients treated by Providers pursuant to this Agreement and will use its best efforts to code, bill, and collect such charges. HOSPITAL agrees to exercise due diligence in support of Contractor as to Contractor's coding, billing and collection efforts. HOSPITAL agrees that assistance may include cooperation with other business entities associated with Contractor and with which Contractor contracts and uses to fulfill its duties and responsibilities pursuant to this Agreement. Both parties agree that the original medical records are to be the accounting records used in determining the amount to be billed to patients.

2. Contractor RETAINS all rights, title and interest in and to any amounts due as payments for professional services rendered by Contractor's Providers contracted in Hospital's emergency department (regardless of whether such professional services are billed in Contractor's name or the Provider's name).
3. Contractor acknowledges that Hospital may bill patients separately for Hospital services which are independent of those services billed for by Contractor.

D. MANAGED CARE

1. Contractor agrees to negotiate in good faith with Hospital, insurance companies and managed care providers (collectively MCO's) with respect to payment by such MCO's for professional services provided by Contractor under this Agreement. Nonetheless, Contractor shall be solely responsible for negotiating arrangements for the provision of psychiatric physicians' services under said managed care arrangements. Upon request by the Hospital, Contractor shall be obliged to negotiate with such requested MCO's.

SECTION III: PROPOSALS

A. PROPOSAL PREPARATION

1. Offerors shall prepare a written proposal in accordance with requirements stated herein and provide the proposal to the individual at the address indicated below. The proposal shall include the categories identified below.
2. Additionally, proposals should include and address, at a minimum:
 - The information identified below;
 - The pricing information identified in Section IV;
 - Proposal Transmittal Cover Sheet, Appendix A;
 - Acceptance or Notifications of Clarifications of our General Conditions, Appendix B;
 - Standards of Conduct Declaration, Appendix F; and
3. Offerors should submit all required information specified above to qualify their proposal for evaluation and consideration for award.
4. Additionally, the General Conditions/Contract—Professional and On-call Service Agreement (Appendix C), the General Conditions—Medical Director Agreement (Appendix D), and the Specifications contained in this RFP packet shall be read by the Offeror, as they will form the contract entered into between the Offeror and AGH, and they will govern all items and services provided under the contract.

B. DISQUALIFICATION OF PROPOSALS

AGH reserves the right to consider as acceptable only those proposals submitted in accordance with all requirements set forth in the RFP and which demonstrate an understanding of the Scope of Services. Any proposal offering any other set of terms and conditions contradictory to those included in the RFP may be disqualified without further notice. AGH reserves the right to ask for clarification of any item in the proposal.

C. ELECTRONIC DOCUMENTS

AGH may provide an electronic version of this procurement document. Any unidentified alteration or modification to the original document (or to any Exhibit contained therein) issued by AGH shall be null and void. In those instances where modifications are identified, the original document issued by AGH shall take precedence.

D. SUBMISSION OF PROPOSALS

Each OFFEROR should submit one (1) original, and (1) electronic copy, preferably on CD or jump drive, of their proposal no later than 2:00 PM, CST, on the "Proposal Submission Deadline," identified in SECTION 1. Proposals received after this time/date may be rejected. The original shall be clearly marked "ORIGINAL." Mail, E-mail or deliver proposals to the following address:

RAY LANDRY, CHIEF EXECUTIVE OFFICER
ABBEVILLE GENERAL HOSPITAL
118 N. HOSPITAL DRIVE, ABBEVILLE, LA 70510
PH: 337-898-6500 FAX: 337-893-2801
EMAIL: RAY.LANDRY@ABBGEN.NET

An electronic copy may be e-mailed to the above e-mail address prior to the proposal due date and time and still be considered timely. However, the timeliness of the submittal will be determined by the time noted upon the Hospital's opening of the e-mail as registered on our e-mail system. The hard copy original, containing original signatures, the required copies and the CD of the electronic copy must be received by AGH as soon as possible thereafter. As noted above, late proposals may be rejected.

The outside cover of the package containing the proposal should be noticeably marked, as follows:

**"PROPOSAL SUBMITTED IN RESPONSE TO:
RFP INPATIENT AND OUTPATIENT MENTAL HEALTH PHYSICIAN SERVICES"**

Proposals shall not be opened publicly, but shall be opened in the presence of two or more procurement officials. The register of proposals and Offerors' proposals shall be open to public inspection after the contract is executed by all parties.

E. PROPOSAL INFORMATION

Offerors are hereby notified that evidence of the authority of the person(s) signing the offer document is required to be included with the offer documents. Failure to comply with this requirement will be cause for rejection of an offer as being non-responsive.

The Offeror is to submit their proposal as required in Section III.D. above. The material should be in sequence and related to the RFP. AGH will not provide any reimbursement for the cost of developing or presenting proposals in response to this RFP. Failure to include the requested information may have a negative impact on the evaluation of the Offeror's proposal. The proposal should include at least the following information:

1. Technical Proposal:

The Offerors should prepare their technical proposals to highlight all the elements of Scope of Work the Offeror's program meets. Offerors are free to provide brochures or flyers on the proposed program; however, these should not be the sole component of the technical proposal. A narrative detailing the specifications of the program offered should also be included.

The Offeror's experience and past performance providing the requested services will be evaluated on the extent of its success in managing and integrating projects relevant to that defined in this Solicitation and General Requirements. Therefore, the Offeror is advised to submit any and all information which documents successful and reliable experience in past performances as related to this RFP.

References: References should be verifiable and be able to comment on the Offeror's related experience. The Offeror should submit, at a minimum, **two (2) professional references** for similar services provided over the last two (2) to three (3) years that would demonstrate the Offeror possesses an understanding and the experience in providing the required services. As these references may be checked, insure all information is current, accurate and prior permission to use is obtained from each reference.

Quality of staff will be an area considered. The firm's clients' assessment of the quality of staff provided will be an element specifically sought after during reference verifications.

The Offeror should provide **an organizational chart** which clearly shows the reporting and lines of authority; to include all proposed key personnel and any proposed subcontractors. The organizational chart should identify the prime point of contact between the Offeror and AGH.

The Offeror may submit any other pertinent information that would substantiate the firm and its key personnel possess the experience, expertise and capability to provide the required services.

2. Proposed Method of Approach:

Proposals will be evaluated based on another important element of the technical proposal. A section should be included that outlines the program options that are being proposed and the overall value and service under the program. **The Offeror's distinctive plan for providing the requested services** should be provided in this section as well, along with details of the service levels the Offeror will commit to achieve. Since the evaluators will have already read the RFP for the services described, it is not necessary for the Offeror to repeat the exact language, or to present a paraphrased version, as an original idea for a technical approach.

The Offeror may utilize a written narrative or any other printed technique to demonstrate its ability to satisfy the requirements of the Scope of Services. When appropriate, the narrative should describe a logical progression of tasks and efforts starting with the initial steps or tasks to be accomplished and continuing until all proposed tasks are fully described. The language of the narrative should be straightforward and limited to facts, solutions to problems, and plans of proposed action. The usage of technical language should be minimized and used only when necessary to describe a technical process.

3. Cost:

The evaluation of the category of Cost shall be based on the prices, as indicated on the **Compensation and Fee Schedule** submitted with Offeror's proposal. The Offeror's should provide their best pricing in their proposal. AGH is not required to come back to each Offeror for further negotiations, even though that option is available. Compensation should also be provided as requested in the Compensation and Fee Schedule contained in Section IV.

4. Additional Information:

The Offeror may submit any other pertinent information that would substantiate the Offeror has the experience, expertise and capability to provide the required services.

F. INTENT TO PROVIDE CERTIFICATE OF INSURANCE

The Offeror should provide a statement that, if notified of contract award, it will submit to AGH for review and acceptance the applicable certificate/s of insurance as required within this RFP document within five (5) business days of such notification.

G. EXCEPTIONS TO GENERAL CONDITIONS

1. If an Offeror takes any exception to any term, condition or requirement included in this solicitation document, including Appendix C and Appendix D. Such exception shall be submitted as identified in *Section I. D* **at least seven (7) days prior to the due date and time for receipt of proposals**. This will allow the Hospital to review all exceptions and, if applicable, afford any approved exceptions to all other potential Offerors.

2. If an Offeror includes in its proposal exceptions that are not covered by *paragraph 1*, above, and that are not approved in writing by the Hospital, such exceptions shall be null, void and without force and shall not be considered, and may negatively affect the proposal evaluation based on the published evaluation criteria or may result in rejection of the proposal.
3. To the extent they are inconsistent with the terms of the Solicitation, the Offeror's preprinted or standard terms will not be considered by AGH as a part of any resulting Contract.

H. OFFEROR'S RESPONSIBILITY

The Offeror is cautioned that it is the Offeror's sole responsibility to submit information related to the evaluation categories and that AGH is under no obligation to solicit such information if it is not included with the Offeror's proposal. Failure of the Offeror to submit such information may have an adverse impact on the evaluation of the Offeror's proposal.

I. DISCUSSIONS

After the initial receipt of proposals, discussions may be conducted with offeror(s) who submit proposals determined to be reasonably susceptible of being selected for award. Award may be made without discussions; therefore, offers should be submitted complete and on most favorable terms.

SECTION IV: COMPENSATION & FEE SCHEDULE

In full consideration for the services to be performed by the CONTRACTOR under this Agreement, AGH agrees to, subject to appropriation and allotments, to pay the CONTRACTOR the compensation negotiated through discussions and based on the compensation presented in their proposal.

A. COMPENSATION

In full consideration for the goods provided and services to be performed by the CONTRACTOR under this Agreement, the Hospital agrees, subject to availability of funds, to pay to the CONTRACTOR the following compensation:

1. HOSPITAL shall pay CONTRACTOR a monthly fee for provision of the appropriate category of services as designated by the Scope of Services contained in Sections II.A.1 through II.A.9 in this Solicitation, as well as a separate monthly fee for the Scope of Services contained in Section II.A.10. A Pricing Schedule (Section IV.A.3.a and IV.A.3.b) containing the CONTRACTOR's proposed monthly fee shall be submitted with the Offer, for services rendered pursuant to and during the term of this agreement, inclusive, all in arrears, subject to the prior receipt of the invoice for said services.
2. **Invoicing:** The Contractor's invoice is due to the AGH Accounting Department by the tenth (10th) day of the month immediately following the month in which the services were provided. The Hospital shall pay sums due THIRTY (30) days after receipt of Contractor's invoice or the last day of the month immediately following the month in which the services were provided, whichever is later.
3. Pricing Schedule
 - a. The HOSPITAL shall pay CONTRACTOR the sum, not-to-exceed \$_____ per month for providing the services required under the Scope of Services contained in Sections II.A.1 through II.A.9 The CONTRACTOR acknowledges the Billing and Collection language included in the Scope of Services, Section II.C. This fee represents a total annual cost, not-to-exceed \$_____.
 - b. The HOSPITAL shall pay CONTRACTOR an hourly rate of \$_____ for providing the services contained in Section II.A.10, not-to-exceed a monthly total amount of \$_____.

SECTION V: EVALUATION

A. INTRODUCTION

The evaluation of proposals will be conducted comprehensively, fairly, and impartially. The evaluation will be made on the basis of experience, the Offeror's narrative discussion as to their methodology for meeting the requirements of the Specifications, the ability of the Offeror to best meet AGH's specified requirements and the acceptability of the proposed pricing.

B. EVALUATIONS PHASES

Evaluation phases will be conducted as follows:

- Phase 1.....Evaluation of Mandatory Requirements
- Phase 2.....Technical Proposal Evaluation
- Phase 3.....Cost Proposal Evaluation
- Phase 4..... Proposal Discussions (**optional**)
- Phase 5..... Best and Final Offer (**optional**)
- Phase 6.....Recommendation for Contract Award

1. Phase 1--Evaluation of Mandatory Requirements

The evaluation of the mandatory requirements, as listed below shall be based upon a "pass/no pass" basis. The purpose of this phase is to determine whether an Offeror's proposal is sufficiently responsible and responsive to RFP requirements to permit a complete evaluation, i.e. responsible in terms of "Does the Offeror have the capability to perform fully the requirements of the Specifications"; and responsive in terms of "Were proposal documents, as identified below, received and contain the required information?" Failure to meet or submit any mandatory requirement ("no pass") with the proposal may be grounds for deeming the proposal non-responsible, non-responsive or both and may disqualify the proposal.

Proposal "**Mandatory Requirements**":

- ✓ Proposal Transmittal Cover Sheet (Appendix A)
- ✓ Acceptance (or Notification of Clarifications) document (Appendix B)
- ✓ Technical Proposal (listing experience & method of approach)
- ✓ Pricing Schedule & Compensation (Section IV).
- ✓ Standards of Conduct Declaration acknowledgement (Appendix F)

2. Phase 2 --Technical Proposal Evaluation

Evaluation of Offeror's technical proposal shall be conducted using the technical proposal categories and the value weight percentages identified in Section V.C; and, the evaluation scoring system identified in Section V.D.

3. Phase 3---Cost Proposal Evaluation

Evaluation of the cost proposal shall be conducted using the cost proposal categories identified in Section IV, the value weight percentages identified in Section V.C; and, the evaluation scoring system identified in Section V.D.

4. Phase 4--Proposal Discussions (Optional)

AGH may conduct discussions with Offerors. Offeror's proposals may be accepted without discussions.

5. **Phase 5--Best and Final Offer (Optional)**

Offerors may be requested to submit a “Best and Final” offer. “Best and Final” offers shall be evaluated and “scoring” of the Offeror’s proposal adjusted, accordingly. If a “Best and Final” offer is requested but not submitted, the previous submittal shall be construed as the “Best and Final” offer.

6. **Phase 6--Recommendation for Contract Award**

The Abbeville General Hospital C-Suite shall prepare a report summarizing proposal evaluation findings/rankings and provide recommendation for award of contract to Board of Commissioners.

C. EVALUATION CATEGORIES AND VALUE WEIGHT PERCENTAGES

Mandatory Requirements	Pass/No Pass
Technical Proposal	<u>Value Weight</u>
Experience & Expertise of Firm & Key Personnel	40%
Proposed Method of Approach to Scope of Services.....	30%
Compensation	<u>30%</u>
TOTAL..... 100%	

D. EVALUATION SCORING SYSTEM

The maximum number of points available for scoring is one thousand (1000). The proposal receiving the highest number of points is considered statistically the best proposal and most advantageous to AGH; and, will be recommended for award of contract, unless otherwise determined by the Chief Executive Officer.

The evaluation categories are assigned a value percentage, as determined by AGH, totaling 100%. The Evaluation Committee will rate each category and assign a score based on the total percentage points available for that category. For example, if the percentage points for Experience and Expertise of the Firm are 40%, the maximum amount of points that can be awarded in that category are 400. The Offeror’s total score will be determined by having the Evaluation Committee assign points in each category to each Offeror based on their evaluation of that section of the Offeror’s proposal; and totaling the score for all categories.

NOTE: In determining the total score, the Offeror’s cost proposal with the lowest cost will receive the highest available rating allocated to costs (i.e., it will receive a rating of 300 for the cost proposal category). Each proposal that has a higher cost than the lowest will have a lower rating for costs. The points allocated to higher-priced proposals will be equal to the lowest proposal price multiplied by the maximum points available for price, divided by the higher proposal price.

SECTION VI: AWARD OF CONTRACT

A. AWARD OF CONTRACT

Award of contract shall be made to the most responsible and responsive Offeror whose proposal is determined, by the Abbeville General Hospital C-Suite, to provide the best value to AGH, considering all evaluation reviews and results.

B. CONTRACT AWARD NOTIFICATION

An official “notice of award” letter will be provided to the successful Offeror; and, a “notice of non-award” letter shall be provided to all un-successful Offerors.

C. CONTRACT DOCUMENT

The contract will be made up of this solicitation (Scope and Compensation) and the terms and conditions attached hereto and referenced herein. The contract will also include your offer, including all exhibits, amendments and best-and-final offer, if applicable. This document will serve as the official, legal contractual instrument between both parties. This document will incorporate (by attachments or reference) the RFP, with any and all addendums; GENERAL CONDITIONS and any SPECIAL CONDITIONS; and, the Offeror’s accepted proposal, with any and all addendums, changes, negotiated agreements, etc; all of which becomes part and whole of the Contract.

D. GENERAL CONDITIONS

The GENERAL CONDITIONS (Appendix C and Appendix D) are applicable and shall be part and whole and represent the final Contracts. AGH reserves the right to add terms and conditions during contract negotiations, if conducted. Additional terms and conditions will be within the scope of the RFP and will not affect the proposal evaluations.

APPENDIX A: TRANSMITTAL COVER SHEET FORM

This page must be completed and have an original signature. Attach this page on top of your proposal. Proposals received without this page or incomplete of the requested information may be rejected from consideration.

Organization: _____ (If a corporation, partnership or Limited liability company, provide the exact legal name..)

Mailing Address: _____
Post Office Box is not acceptable

Federal Tax Identification No.: _____

Contact Name: _____ Telephone: _____

Email Address: _____ Fax No.: _____

CERTIFICATION

The undersigned has carefully examined the Specifications outlined in this RFP and the general and special conditions presented in the proposal packet and hereby proposes to furnish at his own expense all labor and all items necessary to complete all work as shown and called for therein, all according to the true intent and meaning of the plans, specifications, general and special conditions. The undersigned also certifies that the information provided in this proposal is accurately represented.

Authorized signature

Printed name

Title

Date

APPENDIX B: ACCEPTANCE OF GENERAL CONDITIONS

ACCEPTANCE (OR NOTIFICATION OF CLARIFICATIONS) DOCUMENT

OFFERORS ACCEPTANCE OR NOTIFICATION OF CLARIFICATIONS AND EXCEPTIONS TO THE FOLLOWING

GENERAL CONDITIONS FOR BOTH, APPENDIX C & APPENDIX D

On behalf of _____, Offeror, the undersigned does agree that it does not have any exceptions to the General Conditions.

Signature: _____

Title: _____

OR

_____, Offeror, has the following clarifications and exceptions to the following General Conditions (Please attach additional pages, as required).

APPENDIX C: GENERAL CONDITIONS/CONTRACT - PROFESSIONAL AND ON-CALL SERVICES

PROFESSIONAL AND ON-CALL SERVICES AGREEMENT

This Professional and On-Call Services Agreement (this “Agreement”) is entered into as of _____, 2019 (the “Effective Date”), by and between Vermilion Health Services, Inc., a Louisiana not-for-profit corporation (“VHS”), and _____ (“Group”).

WHEREAS, VHS has determined that professional services and on-call coverage rendered by duly-licensed physicians providing Psychiatric Services is necessary to meet the needs of low-income individuals in the Vermilion Parish service area to be provided at Abbeville General Hospital (“Hospital”);

WHEREAS, such Psychiatric Services available at the Hospital include the Hospital’s sixteen (16) bed adult inpatient program, the Behavioral Medicine Program, and two (2) outpatient programs (i.e., a partial hospitalization program and an intensive outpatient program) (collectively, the “Program”); and

WHEREAS, VHS has designated Abbeville General Hospital (“Manager”) to provide professional services to assist VHS in administering and managing its obligations under this Agreement.

NOW, THEREFORE, Parties hereby agree as follows:

ARTICLE I STATUS & AUTHORITY

- 1.1 Authority.** The parties agree Manager shall provide supervision and evaluation of Group on behalf of VHS. Nothing in this Agreement shall be deemed to delegate to Group any such control or responsibility. The parties agree Manager, on behalf of VHS, shall continually evaluate, monitor, and supervise Group’s performance hereunder. Group shall perform only those functions set forth in this Agreement or otherwise delegated by VHS.
- 1.2 Relationship.** The parties expressly acknowledge that, in performing their respective obligations under the Agreement, each party is acting as an independent contractor and that the personnel required for the performance of this Agreement who are employed by or under contract with Group shall not be considered employees of VHS. Group and VHS are not and shall not be considered joint-venturers or partners, and nothing herein shall be construed to authorize either party to act as general agent for the other. Group shall not be liable for any debts, liabilities, or obligations incurred by or on behalf of VHS and the business conducted by VHS. VHS shall not be liable for any debts, liabilities, or obligations incurred by or on behalf Group and the business conducted by Group. Each party agrees to disclose in its respective dealings that they are separate entities.

1.3 Statutory Employee. Notwithstanding the sections above, and solely for purposes of complying with the Louisiana Workers' Compensation Act (La. Rev. Stat. Ann. § 23: 1021, et seq.) (the "LWCA"), VHS and Group agree that (i) VHS is the statutory employer of those Group employees providing Psychiatry Services at Hospital under this Agreement (defined to include Group direct, borrowed, special, or statutory employees) in accordance with La. Rev. Stat. Ann. § 23:1061; (ii) all work and services performed by Group and its employees pursuant to this Agreement are an integral part of or are essential to the ability of VHS and Group to operate their business; (iii) the rights and remedies of such employees or his dependents against VHS on account of an injury or compensable sickness or disease for which he is entitled to compensation under the LWCA shall be limited to the rights and remedies granted in La. Rev. Stat. Ann. § 23:1032; and (iv) this paragraph is included in this Agreement for the sole purpose of establishing a statutory employer relationship to gain the benefits expressed in La. Rev. Stat. Ann. § 23:1032, La. Rev. Stat. Ann. § 23:1061, and other provisions of the LWCA and is not intended to create an employer/employee relationship for any other purpose.

ARTICLE II GROUP OBLIGATIONS

2.1 Psychiatry Services. Group agrees to provide the professional and clinical services, as well as the on-call services, related to the provision of psychiatry in the Program, including those services described herein.

2.2 Performance Standards. Group shall comply with VHS and Hospital clinical, behavioral, and quality standards contained herein, as well as those listed on the attached Exhibit 2.2.

- (A) **Standards.** The standards of practice and professional duties of Group shall be in accordance with any and all applicable standards of practice of psychiatry established by any state and/or national professional association; the United States Department of Health and Human Services; the Joint Commission; the Centers for Medicare and Medicaid Services; the Louisiana Hospital Licensing Law; the Louisiana Medicaid Program; and any and all other federal, state, and local laws, regulations, and authorities relating to licensure and practice of psychiatry.
- (B) **Staffing.** Group hereby warrants that it will comply with the following standards and minimum staffing requirements: (i) Group shall provide all Services consistent with all applicable direction and supervision licensure requirements imposed upon psychiatrists by law; and (ii) the standards of practice and professional duties of Group shall be in accordance with any and all applicable standards of practice of psychiatry.
- (C) **Bylaws.** Group shall ensure its psychiatrists conduct themselves in accordance with Hospital's Medical Staff Bylaws and all VHS and Hospital Rules and Regulations, as well as any other VHS or Hospital policies and procedures and in a manner that meets the reasonable needs of patients.
- (D) **Compliance with Standards.** Psychiatrists providing Services under this Agreement shall conduct themselves in an ethical and professional manner that protects the best interest and reputation of VHS and Hospital.

If VHS believes that Group is operating in a manner that disrupts the operation of the Program, the cooperative interaction with other Hospital departments, or that fails to meet the performance standards set forth herein, VHS or VHS through Manager shall provide notice of such fact to Group. The offending Group member shall have seventy-two (72) hours, or such shorter period if there is an imminent threat to patients or employees, from receipt of notice by Group to correct the violation. In the event that the violation is not corrected during such period, VHS or VHS through Manager shall give Group notice of such fact, and such Group member shall be prohibited by Group from providing Services in the Program, and this Agreement shall terminate, unless Group can provide another Group member immediately, which Group member shall be subject to VHS's approval. Moreover, such Group member shall resign his membership and privileges at Hospital. If such Group member fails to resign his membership and privileges at Hospital within seventy-two (72) hours from the notice provided for above, such membership and privileges shall automatically terminate. Termination of staff membership and clinical privileges in this manner will not entitle such Group member to the provisions of the Fair Hearing Plan under the Hospital's Medical Staff Bylaws, and Group hereby agrees that all Group members shall execute the attached Exhibit 2.2, Waiver of Fair Hearing Procedures.

- (E) **Peer Review.** During the Term of this Agreement, or any extensions thereof, nothing contained in this Agreement shall prevent or otherwise preclude Hospital or its designee from conducting peer review and disciplining a Group member (including, but not limited to, termination of privileges and membership), provided that such action comports with the Hospital's Medical Staff Bylaws and the terms of this Agreement.

2.3 Professional Qualifications.

- (A) **Qualifications.** At all times, Group is required to have at least one (1) psychiatrist under contract and available to perform Services requested by VHS. Notwithstanding the foregoing, within ninety (90) days of the Effective Date, Group shall contract with a second psychiatrist who shall be available to perform Services requested by VHS. In the event Group does not contract with a second psychiatrist within ninety (90) days of the Effective Date but submits proof of Group's good faith efforts to recruit a second psychiatrist to the satisfaction of VHS, Group shall provide, at its sole expense, a locum tenens psychiatrist, to be approved by VHS, to perform the responsibilities of the second psychiatrist until a permanent psychiatrist is recruited. This alternative shall in no way absolve Group of its obligation to recruit a second psychiatrist as provided for hereunder. Each psychiatrist providing Services under this Agreement is subject to approval by VHS and must satisfy the following requirements:
- (1) Be approved by VHS or its designee, such acceptance may be withdrawn immediately by VHS or its designee at any time with written notice to Group;
 - (2) Not be under any restriction from a government agency that would prevent the psychiatrist from participating in a federal or state health care program; and
 - (3) Not be listed on a List of Excluded Individuals and Entities by the Office of Inspector General of the U.S. Department of Health and Human Services.

- (B) **Psychiatrist Qualifications.** Group must provide psychiatrists that meet the following criteria:
- (1) Be Board Eligible in psychiatry;
 - (2) Maintain an unrestricted license to practice medicine in the State of Louisiana;
 - (3) Possess a valid DEA/BN DD number;
 - (4) Be (or become) a member in good standing of the Hospital's Medical Staff, subject to all Medical Staff rights and responsibilities, including, but not limited to, peer review; and
 - (5) Fully comply with Hospital's Medical Staff Bylaws.
- (C) **Membership and Privileges.** This Agreement does not automatically grant membership on Hospital's Medical Staff to any psychiatrist provided by Group.
- (D) **Group Roster.** Group shall submit a Group Roster, which must be approved by VHS prior to any psychiatrist rendering services at Hospital. Group shall be responsible for updating the Group Roster with the names of any and all new approved psychiatrists.
- (E) **Required Membership Update.** Group shall promptly notify VHS if any of the above requirements or conditions pertaining to any psychiatrist is no longer true. Group shall promptly notify VHS and Manager's risk management personnel and administration when any malpractice or professional disciplinary action against any Group member providing Services at Hospital is initiated, pending, settled, or goes to judgment.
- (F) **Medical Staff Responsibilities.** Group recognizes that, as individual members of the Hospital's Medical Staff, its psychiatrists may be required to serve on committees of the Hospital's Medical Staff, assist in providing continuing medical education and related services, or perform other duties consistent with the practice of medicine or the provision of Services at an accredited acute care hospital. Group shall cooperate with members of the Hospital's Medical Staff in preparation for clinical conferences and will comply with Hospital's Medical Staff standards for psychiatry.

2.4 Medical Records. For each patient evaluated or treated by Group, the treating Group member shall make all necessary chart entries and provide all required countersignatures for any system the Hospital has implemented, including, but not limited to, an electronic health record system, in a timely fashion relating to such evaluation or treatment in accordance with all state and federal regulations, Hospital policies and procedures, and Joint Commission standards. In addition, Group agrees it shall cooperate with VHS and Manger in the timely completion of claim forms of patients it has evaluated or treated, to the extent necessary, to procure reimbursement for such evaluation or treatment, as may be required by insurance carriers or others. The obligations of this section shall continue after the termination of this Agreement with respect to services provided to patients and completion of medical records.

ARTICLE III
VHS OBLIGATIONS / AGH

- 3.1 Space.** VHS shall use reasonable efforts to make available the necessary space for the performance of Services at Hospital. Group and its employees, agents, and contractors shall use such space solely for Services and shall not use such space in a manner inconsistent with this Agreement. Notwithstanding the foregoing, VHS shall not be responsible for providing office space to Group.
- 3.2 Utilities and Services.** VHS shall ensure the space used by Group is furnished with ordinary janitorial, maintenance, and laundry services and electricity, gas, water, heat, and air conditioning, as needed. VHS shall not be in breach of this Agreement for failure to furnish any such service when such failure is caused by conditions beyond the reasonable control of VHS or by accidents, repairs, strikes, labor disturbances, or labor disputes of any character, whether resulting from or caused by acts of VHS.
- 3.3 Personnel and Performance of Procedures.** VHS shall ensure all clinical personnel required for proper operation of the Program are available. Salaries, benefits, and personnel policies for such persons shall not be those of Group. Group shall not have any administrative control or responsibility for all such personnel.
- 3.4 Supplies.** VHS shall ensure the provision of all supplies determined necessary by VHS and reasonably required for the operation of the Program.
- 3.5 Equipment.** Subject to budgetary and legal considerations, VHS shall ensure the Program is furnished with such equipment determined necessary by VHS and reasonably required for its proper operation and conduct. VHS shall ensure this equipment is kept and maintained in good order and repaired or replaced, or any part of it that becomes worn out or obsolete. VHS will be consulted in strategic and long-range planning relating to the Program and in matters of procurement of new and replacement equipment. Group shall timely notify VHS or Manager of all known or suspected problems with equipment and/or supplies furnished hereunder.
- 3.6 Provision of New Technologies.** VHS and Group mutually acknowledge that Services are evolving as a medical science and the specifics of future technologies and delivery modalities cannot be fully anticipated. VHS may at some time, directly or indirectly (in cooperation with related entities), establish new facilities or services. It is essential that VHS and any entity that may participate with VHS in a new facility or service be competitive (concerning price, quality, and performance) with comparable facilities or services of others. Consequently, VHS does not grant to Group exclusive rights beyond those specified in this Agreement.

ARTICLE IV
FINANCIAL ARRANGEMENTS

- 4.1 Group Participation in Insurance.** Group agrees to ensure that Group and Group's members participate in Medicare, Medicaid, and all health care insurance companies and managed care health care delivery systems and ERISA plans with which Hospital has contracted.

4.2 Compensation. In exchange for the Services rendered by Group hereunder, VHS agrees to pay Group as follows:

- (A) For professional services performed in accordance with Exhibit 2.1, VHS shall pay to Group a maximum of \$_____ per month, with a maximum of \$_____ payable annually.
- (B) For on-call services performed in accordance with Exhibit 2.1, VHS shall pay to Group \$_____ per month, with a maximum of \$_____ payable annually.

In order to be eligible for the abovementioned compensation, each month Group shall represent to VHS that Group's members performed all obligations required by Exhibit 2.1 in the prior month, which representation may be made in the form of Group's submission of an invoice. Such accounting shall include a certification that, during any time for which Group provided Services hereunder and for which Group seeks compensation hereunder, Group was not performing any administrative services, in particular those administrative services compensated under any other agreement between Group and Hospital. Payment shall be due to Group within thirty (30) days of VHS's receipt of Group's accounting of such time.

4.3 Hospital Technical Fees. Group shall not bill or collect the charges for Hospital technical services. The parties agree and acknowledge that fees for such technical services are the property of Hospital.

4.4 Group Professional Fees. Group shall be responsible for billing and collecting professional fees for the professional Services provided by Group. Group hereby agrees that it will contract with a third-party billing company that is both unaffiliated with Group, and any of its principals, and approved in advance in writing by VHS ("Billing Company"), in order to obtain billing and collection services for the professional fees generated in connection with the Services provided by Group under this Agreement.

**ARTICLE V
TERM AND TERMINATION**

5.1 Term. The Term of this Agreement shall commence on the Effective Date and shall remain in effect for three (3) years ("Initial Term"), unless sooner terminated. Thereafter, this Agreement shall automatically renew for additional renewal terms of one (1) year (each a "Renewal Term"), unless either party provides the other party with at least ninety- (90) day's prior written notice of its desire to not renew the Agreement at the end of the then-current term. The Initial Term and any Renewal Term shall be "the Term" of this Agreement.

5.2 Without Cause Termination. Group and VHS pledge to make a best effort to successfully achieve the intent of this Agreement and to solve normal operational problems in good faith. Notwithstanding the foregoing, either party may terminate this Agreement by providing thirty (30) days prior written notice to the other party.

- 5.3 For Cause Termination.** Either Group or VHS may terminate this Agreement for good cause if the other party breaches a material term, warranty, or obligation of this Agreement and such breach is not cured within thirty (30) days of receipt of written notice of such breach. For purposes of this Section, “breach” shall include, but shall not be limited to, Group’s failure to recruit a second psychiatrist, as required by Section 2.3(A).
- 5.4 Immediate Termination by Group.** Group may terminate this Agreement immediately upon written notice to VHS upon the occurrence of any one of the following:
- (A) VHS files for bankruptcy protection or is the subject of an involuntary bankruptcy proceeding; or
 - (B) VHS fails to obtain or maintain any insurance provided herein; or
 - (C) Hospital fails to maintain the licensure and accreditation required herein; or
 - (D) VHS, Hospital, or members of Hospital’s administration are convicted of a health care-related felony or a violation of the Federal False Claims Acts or State or Federal Anti-Kickback Statutes or are excluded from participating in the Medicare or Medicaid programs.
- 5.5 Immediate Termination by VHS.** VHS may terminate this Agreement immediately upon written notice to Group upon the occurrence of any one of the following:
- (A) Group files for bankruptcy protection or is the subject of an involuntary bankruptcy proceeding; or
 - (B) Group or any of Group’s members are convicted of a health care-related felony or a violation of the Federal False Claims Acts or State or Federal Anti-Kickback Statutes or are excluded from participating in the Medicare or Medicaid programs; or
 - (C) Group fails to remove a psychiatrist from providing Services when required by VHS; or
 - (D) Group fails to maintain the insurance requirements contained in this Agreement for itself or for each psychiatrist providing Services hereunder.
- 5.6 Effect of Termination.** Upon the termination or expiration of this Agreement, neither party shall have any further obligation hereunder, unless the obligation survives such termination or expiration by reference or if reasonably intended by the nature of the obligation.

ARTICLE VI INSURANCE

- 6.1 Required Insurance.** Group shall procure and maintain, during the entire Term of this Agreement, the following insurance policies with the below minimum coverage requirements for occurrences and claims that may arise from or in connection with the performance of the obligations of Group, its agents, employees, representatives, and subcontractors:
- (A) Worker Compensation Insurance, as required by law.
 - (B) Comprehensive General Liability Insurance with a minimum of One Million Dollars (\$1,000,000) combined single limit per occurrence bodily injury and property damage.

- (C) Group and all psychiatrists providing Services in the Program shall be members of the Louisiana Patient Compensation Fund pursuant to La. Rev. Stat. Ann. § 40:1299.41, *et seq.* Group shall also provide for itself and its psychiatrists policies of professional liability insurance with limits established for membership on Hospital's Medical Staff during the Term of this Agreement and shall ensure such professional liability insurance is maintained through tail insurance coverage sufficient to cover any professional liability alleged to have been incurred by Group during the Term of this Agreement as provided below.
- (D) If this Agreement is terminated for any reason or if Group changes insurance carriers, Group shall maintain professional liability insurance in the amounts required under this Article until the relevant statutes of limitations or preemptive periods for the filing of claims pertaining to Services provided pursuant to this Agreement expire. Such insurance coverage to be maintained by Group may take the form of an "occurrence" policy covering claims made for services rendered no matter when the claims are filed, ongoing "claims made" insurance covering all claims filed during the period when the insurance is in force, or "tail insurance" coverage if any "claims made" coverage is canceled.
- (E) If Group fails to obtain continued coverage for Group and/or any psychiatrist as required hereunder, VHS may, in its sole discretion, purchase such coverage on behalf of Group and be reimbursed by Group for the full cost of such insurance ten (10) days after written notice. Group agrees to indemnify and hold VHS harmless for any and all liability, loss, or damage, including costs of defense and/or settlements, that VHS may suffer as a result of claims, demands, costs, or judgments against it arising from the failure of Group to comply with the requirements of this Article without regard to any premium paid by any third party payor.
- (F) The parties shall maintain all insurance coverage required by this Agreement with a reputable and financially-solvent insurance company or companies, with a Best rating of "B" or above, authorized to issue the required coverage in the State of Louisiana.
- (G) The provisions of this Article shall survive the termination of this Agreement or expiration of the Term.

6.2 Additional Insured. The Comprehensive Liability Insurance Group is required to maintain under this Agreement shall also include Manager as an additional insured party. Group agrees to require its insurance carrier to provide Manager with a Certificate of insurance of the Comprehensive Liability Insurance.

6.3 Evidence of Insurance. Group shall furnish to VHS certificates of insurance with original endorsements affecting coverage required by this Agreement. The certificates and endorsements are to be signed by a Louisiana licensed agent authorized by that insurer to bind coverage on its behalf, and that agent's power of attorney must be attached to the certificates and endorsements. VHS reserves the right to require complete, certified copies of all required insurance policies at any time. Group shall use reasonable efforts to give VHS notice of any material alteration of insurance coverage.

ARTICLE VII
COMPLIANCE

- 7.1 Compliance with Federal Health Care Programs Anti-Kickback Statute.** The parties to this Agreement intend to comply with, and have therefore structured this Agreement so as to comply with, the Federal Health Care Programs Anti-Kickback Statute, 42 U.S.C. § 1320a-7b(b) (the “Statute”), and the Safe Harbor Regulations, 42 C.F.R. Part 1001 (the “Regulations”), thereunder promulgated. 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 between them that requires Group to refer, recommend, or arrange for any items or services paid for by Medicare, Medicaid, or any other federally funded health care program. Every physician on the Hospital’s Medical Staff, including those with whom Group has contracted, may refer patients to any hospital or other entity providing services needed by a patient and will make such referrals, if any, consistent with sound professional medical judgment and the wishes of the patient.
- 7.2 Notification.** If at any time this Agreement is found to violate the Statute or the Regulations, or if any party has a reasonable belief that this Agreement creates a material risk of violating the Statute or the Regulations, such party shall notify the other party in writing. If the parties fail to reach agreement on renegotiation of this Agreement in light of such issues within thirty (30) days of the written notice, this Agreement shall terminate, and no party shall have any further obligations, claims, or rights pursuant to this Agreement after such date, except those obligations, claims, or rights that expressly survive termination or expiration of this Agreement.
- 7.3 Access to Books and Records.** Upon request made in accordance with applicable law and regulations, the Comptroller General or Inspector General of the United States Department of Health and Human Services and the duly-authorized representatives of the foregoing shall be given access to this Agreement and all books, documents, and records of Group or VHS that are necessary to verify the nature and extent of the costs of services rendered hereunder from the date of this Agreement until the expiration of four (4) years after the furnishing of the services under this Agreement. For purposes of this Section, the terms “books, documents, and records” shall mean all writings, records, transcriptions, computer versions, and tapes of any description. Such party shall promptly give notice and copy of the request to the other party and shall, within a reasonable length of time, provide authorized government representatives or agents access to each requested book, document, and record.
- 7.4 HIPAA.** The parties hereby warrant that they shall comply with all applicable Federal and State laws, rules, and regulations governing confidentiality of protected health information. Except as permitted or required by this Agreement, or by applicable state and federal laws or regulations, each party will not use or disclose patient information in a manner that would violate the requirements of the HIPAA Privacy and Security Standards contained in the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), which are incorporated herein by reference. In addition, each party expressly agrees to comply with HIPAA in all respects, including the implementation of all necessary safeguards to prevent such disclosure and the assurance that any subcontractors or agents to whom either party provided protected health information agree to the same restrictions and conditions imposed on the parties hereto under HIPAA.

- 7.5 Compliance Plan.** Recognizing the importance of statutory and regulatory compliance in health care operations, Group hereby agrees to participate and comply, and ensures each psychiatrist agrees to participate and comply, with any VHS and Hospital Corporate Compliance Plans as developed and modified during the Term of this Agreement.
- 7.6 Non-Exclusion.** Group further certifies that it is not an Ineligible Person and that it does not employ or contract with Ineligible Persons. An “Ineligible Person” is defined as any individual or entity that is currently excluded, suspended, disbarred, or otherwise ineligible to participate in federal health care programs or has been convicted (and not reinstated) of a criminal offense related to the provision of health care items or services. Group agrees that, should any final adverse action occur, become pending, or be threatened against Group, or, to its knowledge, against any of its employees or subcontractors, that same shall be reported to VHS. Failure to so report may constitute a breach of this Agreement and may be grounds for immediate termination if not timely cured to the satisfaction of both parties.
- 7.7 Compliance Warranty.** Group shall notify VHS in writing within twenty-four (24) hours after the occurrence of any one or more of the following events: (1) the medical staff membership or clinical privileges of Group or any of Group’s members at any facility are denied, suspended, restricted, revoked, or voluntarily relinquished; (2) Group or any of Group’s members become the subject of any suit, action, or other legal proceeding arising out of Group’s or any of Group’s members’ professional services; (3) Group or any of Group’s members are required to pay damages or any other amount in any malpractice action by way of judgment or settlement; (4) Group or any of Group’s members become the subject of any disciplinary proceeding or action before any state medical board or similar agency responsible for professional standards or behavior; (5) Group or any of Group’s members become incapacitated or disabled from practicing medicine; (6) any act of nature or any other event occurs that has a material adverse effect on Group or any of Group’s members’ ability to perform Services; (7) Group or any of Group’s members are charged with or convicted of a felony criminal offense; (8) Group or any of Group’s members have a guardian or trustee of its person or estate appointed by a court of competent jurisdiction; (9) Group or any of Group’s members fail to maintain professional liability insurance as required by this Agreement; (10) Group or any of Group’s members fail to maintain eligibility to participate in federal and/or state health care programs; or (11) Group or any of Group’s members fail to comply with any of the requirements, obligations, or conditions of this Agreement.

ARTICLE VIII

NOTICE

- 8.1 Notice.** All notices provided for herein shall be in writing and shall be deemed to be given when delivered in person or deposited in the United States Mail, first class, certified, return receipt requested, with proper postage prepaid or with a national overnight mail courier with tracking and delivery confirmation, and addressed as follows:

If to VHS: Vermilion Health Services, Inc.
80 Versailles Boulevard, Suite C
Alexandria, LA 71303
Attn: President

with required copy to:

Gjerset & Lorenz, LLP
2801 Via Fortuna, Suite 500
Austin, Texas 78746
Attn: Stephen Elwell

If to Manager: Abbeville General Hospital
P.O. Drawer 580
Abbeville, Louisiana 70511
Attn: Ray Landry

If to Group: _____

Attn: _____

Either party may change its address from that stated above by giving written notice of the change to the other in the manner provided in this Section.

ARTICLE IX
CONFIDENTIALITY AND OWNERSHIP OF SUPPLIES AND RECORDS

9.1 Confidentiality.

- (A) In the event Group or VHS or any of their affiliates, members, agents, or employees shall have access to or knowledge of information of a confidential or sensitive nature, including, but not limited to, medical records, business or financial records, or other matters or practices of the other, neither party shall, directly or indirectly, disclose or use any such information for purposes other than those necessary and proper for the performance by Group and VHS of the services rendered pursuant to this Agreement or for the purpose of defending Group or VHS in a court or administrative or arbitration proceedings against them, except as required by law. Group and VHS expressly acknowledge that the financial terms of this Agreement are of a sensitive and confidential nature and subject to this confidentiality requirement.

- (B) The parties hereto shall maintain confidentiality with respect to the internal operations of VHS, Hospital, and Group, and except as shall be required by law. Materially confidential information shall only be made available to a party's employees and consultants as are required to have access to the same in order for the recipient party to adequately use such information for the purposes for which it was furnished. Any person to whom such information is disclosed shall agree to keep it confidential as provided herein. Information provided by one party to the other shall be presumed confidential unless the information is (i) published or in the public domain, (ii) disclosed to the recipient by a third party, or (iii) presented to the recipient under circumstances that clearly and directly indicate the delivering party does not intend such information to be confidential.

9.2 Release of Information. The parties agree that this Agreement is personal and confidential between them and, except as required by law, agree not to release information concerning this Agreement to any person without the express written consent of the other party. This prohibition against release of information shall not apply to any information required to be released by contracts existing as of the Effective Date of this Agreement or to fiscal intermediaries, public agencies, or commissions with government powers and duties related to disclosure of information having the right to complete disclosure of such information or to any information otherwise compelled to be released by process of law. Unless prevented by law, each party shall inform the other party, in advance if possible, of its intention to release information under this provision; provided, however, neither party shall be required to inform the other of releases of information that are generally released in the daily operations of VHS or Group to their accountants, attorneys, consultants, and lenders or that are considered to be common knowledge.

9.3 Ownership of Supplies and Records. All supplies, fiscal records, medical records, patient charts, patient information, equipment and furnishings, policies, procedures and protocols, and all other property in Hospital, except billing records generated by Group for the professional component of the Services hereunder, are the property of Hospital and shall not be removed by Group or any of Group's members without written permission from the Hospital.

ARTICLE X RESTRICTIVE COVENANTS

10.1 Non-Discrimination. VHS and Group shall comply with all applicable laws prohibiting VHS or Group from discriminating against any employee, subcontractor, or applicant in the performance of this Agreement with respect to hiring, retention, tenure, terms, conditions, or privileges of employment or subcontract or any matter directly or indirectly related to employment on the basis of age, race, color, sex, creed, religion, national origin, or ancestry. Specifically, neither VHS nor Group shall refuse to:

- (A) Provide Services to or discriminate in the provision of Services to any patient in any manner that would be contrary to any applicable State or Federal law or third party or alternate delivery system contract entered into in accordance with this Agreement to which VHS is party; or
- (B) Provide Services for any patient at the Hospital who is reasonably in medical need of such Services based on the patient inability to pay for such Services.

ARTICLE XI
<RESERVED>

ARTICLE XII
MISCELLANEOUS

- 12.1 Counterparts.** This Agreement may be executed by the parties in one or more counterparts, which shall be in the aggregate be signed by all parties, and each counterpart shall be deemed an original instrument as against any party who has signed it.
- 12.2 Governing Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Louisiana, without reference to the conflicts of laws principles thereof. The parties shall first attempt to resolve any controversy, dispute, or disagreement arising out of or relating to this Agreement, or the breach thereof, through good faith negotiations. If the parties cannot resolve the controversy, dispute, or disagreement through good faith negotiations within thirty (30) days, or such other period of time as mutually agreed upon by the parties, the aggrieved party may pursue litigation in Vermilion Parish, Louisiana, and the parties hereby expressly consent to the jurisdiction and exclusive venue of such court.
- 12.3 Assignment.** This Agreement may not be assigned by Group without first obtaining the prior written consent of VHS. The parties agree VHS may assign this Agreement to Vermilion Parish Hospital Service District No. 2, a political subdivision of the State of Louisiana, upon seven- (7) days' written notice to Group, or Group may require VHS to assign this Agreement to Vermilion Parish Hospital Service District No. 2, a political subdivision of the State of Louisiana, upon seven- (7) days' written notice.
- 12.4 Attorneys' Fees.** Should a dispute arise relating to this Agreement, the party prevailing in such dispute shall be entitled to all costs and reasonable attorneys' fees and paralegals' fees, whether or not involved in litigation, appellate, administrative, or bankruptcy proceedings, in addition to such other relief as may be available.
- 12.5 Severability.** If any part of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall remain in full force and effect.
- 12.6 Force Majeure.** If either of the parties hereto is delayed or prevented from fulfilling any of its obligations under this Agreement by any force majeure, said party shall not be liable under this Agreement for said delay or failure. "Force Majeure" is defined as any cause beyond the reasonable control of a party, including, but not limited to, acts of God, acts of omission of civil or military authorities of a state or nation, fire, strike, flood, riot, war, delay of transportation, or inability due to the aforementioned causes to obtain necessary labor, materials, or facilities.
- 12.7 Waiver.** A waiver by either party of a breach or failure to perform shall not constitute a waiver of any subsequent breach or failure.
- 12.8 No Third Party Beneficiaries.** Unless specifically provided in this Agreement, this Agreement is between VHS and Group and is not intended to, nor shall it, grant rights to any third parties.

- 12.9 Amendments.** No modification or amendment of this Agreement shall be valid or enforceable unless same is put in writing and signed by both parties.
- 12.10 Entire Agreement.** This Agreement and its exhibits represent the entire understanding of the parties with respect to the matters covered herein and supersedes all prior and contemporaneous discussions, negotiations, representations, and agreements, whether written or oral. This Agreement may not be amended, modified, or supplemented except by a writing signed by an authorized representative of both parties.

<Signature page follows>

IN WITNESS WHEREOF, this Agreement has been executed originally by the parties as of the day and year indicated below to be effective on the Effective Date provided above.

Vermilion Health Services, Inc.

Company Name

Signature

Signature

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

EXHIBIT 2.1
PERFORMANCE STANDARDS

Core Measures	Benchmark
Hospital Based Psychiatric Services	
HBIPS 2 - Hours of physical restraint use / 1000 patient hours	<.004
HBIPS 3a - Hours of seclusion use / 1000 patient hours	<.001
HBIPS 5a - Patients discharged on multiple antipsychotic medications with appropriate justification	>66.9%
IPF TR 1 - Transition Record with specified elements received by discharged patients	100%
IPF TR 2 - Timely Transmission of Transition Record	100%
MET-1 - Screening for Metabolic Disorders	100%
FUH 30 - Follow-up After Hospitalization for Mental Illness (30 days)	100%
FUH 7 - Follow-up After Hospitalization for Mental Illness (7 days)	100%
30 Day All Cause Risk - Standardized Readmission Rate for IP Psych Facilities	20.8%
Substance Use (Psychiatric Services)	
SUB 1 - Alcohol Use Screening	100%
SUB 2 - Alcohol Use Brief Intervention Provided or offered	100%
SUB 2a - Alcohol Use Brief Intervention	100%
SUB 3 - Alcohol & other drug use disorder treatment provided/offered at discharge	100%
Sub 3a - Alcohol & other drug use disorder treatment at discharge	100%
Tobacco Use (Psychiatric Services)	
TOB 1 - Patients screened within first 3 days of admission for tobacco use within past 30 days.	100%
TOB 2 - Patients identified as tobacco product users within past 30 days who receive or refuse counseling to quit and receive FDA-approved cessation medications during first 3 days after admission.	100%
TOB 2a - Patients who received counseling & medication, and received counseling and had reason for not receiving medication during first 3 days after admission.	100%
TOB 3 - Tobacco use treatment provided or offered at discharge	100%
TOB 3a - Tobacco use treatment at discharge	4%
Patient Falls	
Inpatient falls per 1000 patient days - BMC	13.1
Behavioral Health Patients In ED and ICU Settings	
Hours spent in restraint per 1,000 patient hours	<5.0
Behavioral Health Patients In BMC Setting	
Hours spent in restraint per 1,000 patient hours	<0.21
Utilization Review	
Average Length of Stay days (ALOS) – Behavioral Health	< 8.96

EXHIBIT 2.2
WAIVER OF FAIR HEARING PROCEDURES

STATE OF LOUISIANA

PARISH OF VERMILION

BEFORE ME the undersigned notary public in and for the State of Louisiana did come and appear _____ (“Physician”), who upon being duly sworn and before the undersigned witnesses, did state as follows:

7. Physician provides certain services at Abbeville General Hospital (“Hospital”) on behalf of _____, pursuant to a Psychiatry Professional & On-Call Services Agreement (“Agreement”).
8. Physician acknowledges that the Agreement requires Physician to execute this Waiver of Fair Hearing Procedures, pursuant to which Physician waives all rights to a fair hearing and appellate review under the Hospital’s Medical Staff Bylaws.
9. Physician hereby waives all rights to a fair hearing and appellate review under the Hospital’s Medical Staff Bylaws.
10. Physician acknowledges Physician shall have no right to a fair hearing and appellate review under the Hospital’s Medical Staff Bylaws or to otherwise contest the termination of Physician’s Hospital Medical Staff privileges in the event Hospital terminates Physician’s Medical Staff Privileges after the Agreement expires or otherwise terminates.
11. Physician acknowledges that he/she has waived his/her rights by his/her own free will.

WITNESSES

By: _____

Name: _____

By: _____

Name: _____

PHYSICIAN

By: _____

Name: _____

SWORN TO AND SUBSCRIBED
BEFORE ME, THIS _____ DAY
OF _____, _____.

NOTARY PUBLIC

APPENDIX D: GENERAL CONDITIONS/CONTRACT- MEDICAL DIRECTOR AGREEMENT

MEDICAL DIRECTOR SERVICES AGREEMENT

This Medical Director Agreement (this “Agreement”) is effective May 1, 2016 (the “Effective Date”), and is between the Vermilion Parish Hospital Service District No. 2 d/b/a Abbeville General Hospital, a political subdivision of the State of Louisiana (“Hospital”), and _____ (“Contractor”).

WHEREAS, Hospital owns and operates a sixteen- (16) bed adult inpatient program, the Behavioral Medicine Center, and two (2) outpatient programs, a partial hospitalization program and an intensive outpatient program (“Program”); and

WHEREAS, The Joint Commission Standard LD.04.01.05 requires that a qualified doctor of medicine or osteopathy direct the Program; and

WHEREAS, Contractor, through _____ (“Director”), has specialized training and experience in Psychiatry; and

WHEREAS, the Hospital desires to contract with Contractor to have Director serve as Hospital’s Medical Director for the Program, in order to better assure the quality and appropriateness of the Services, as defined below, provided to Hospital’s patients.

NOW, THEREFORE, in consideration of the foregoing recitals and mutually acknowledged consideration, the parties hereby agree as follows:

1. **Duties of Director.** The duties and obligations of Director consist of those duties and services set forth in this Agreement as well as Exhibit “A”, which is attached hereto and by this reference incorporated herein (“Services”).
2. **Financial Matters.**
 - a. **Professional Fees.** Director shall be solely responsible for and is entitled to all fees for physician services provided by Director to individual patients.
 - b. **Compensation.** For all Medical Director administrative services provided herein, Hospital shall pay Director \$_____ per hour for up to 30 hours per month. The aggregate compensation payable under this Agreement shall not exceed \$_____ annually.
 - c. **Submission of Invoice and Time Sheets.**
 - (1) Hospital’s obligation to compensate Director is contingent upon Director’s submission of a signed and completed Time Sheet on the form attached hereto as Exhibit “B”, which may be amended by Hospital upon notice to Director.
 - (2) To Hospital’s satisfaction, Director shall submit, by the tenth (10th) day of the month, a Time Sheet describing in detail the date, number of hours, and the Services provided by Director during the previous month, as required by this Agreement and its Exhibits.

- (3) Hospital shall pay Contractor for those Services completely and accurately described on an undisputed Time Sheet within sixty (60) days of Hospital's receipt of such Time Sheet. Said amount shall constitute full and complete payment to Contractor for Services provided by Director to Hospital pursuant to this Agreement.
 - (4) If Director fails to timely submit the required Time Sheet, Hospital may, at its sole discretion, withhold payment for services delivered hereunder until Director submits the Time Sheet. If Director's late submission of a Time Sheet renders it impracticable, in Hospital's sole discretion, to verify the accuracy of Services described on the Time Sheet, Hospital may determine such Services are ineligible for payment.
 - d. Scope of Services. The compensation provided above represents the good faith determination by the parties of the aggregate number of intervals reasonable and necessary for Services provided during the Term, as defined below. The parties acknowledge that the number of Services needed by the Hospital will vary from month to month based on availability and the needs of the Hospital each month. The parties have therefore structured this Agreement to provide a maximum annual amount payable under this Agreement in order to provide operational flexibility and ensure commercial reasonableness based on the actual needs of the Hospital and availability of Director.
 - e. Reports/Confidentiality. Contractor acknowledges and agrees that any reports generated by Director pursuant to this Agreement shall solely be Hospital's property. At all times, Director shall maintain and preserve the confidentiality and privilege of all hospital records in accordance with applicable state and federal laws. Director may have access to such records as may be required or permitted by applicable law.
 - f. Compensation Upon Termination. Upon the termination or expiration of this Agreement, Hospital shall pay Contractor any compensation due up to the date of the termination or expiration in accordance with this Section.
3. **Term and Termination**.
 - a. Commencement/Termination. The Term of this Agreement shall begin on the Effective Date and shall remain in effect for one (1) year (the "Term"), unless sooner terminated. Thereafter, this Agreement shall automatically renew for additional one- (1) year terms (also, the "Term").
 - b. Termination for Cause by Hospital. Hospital may terminate this Agreement immediately for good cause upon the occurrence of any of the following events by Contractor or Director ("Breach") if Contractor and/or Director, as applicable, fails to cure such Breach to Hospital's satisfaction within fifteen (15) days of Contractor's receipt of written notice from Hospital. The occurrence of any of the events forming the basis for the noticed Breach shall be determined solely in Hospital's discretion.
 - (1) Contractor's and/or Director's failure to comply with the policies and procedures of Hospital;
 - (2) Contractor's and/or Director's failure to diligently perform any obligation under this Agreement, including, but not limited to, the specific duties set forth in Exhibit "A";
 - (3) Contractor's and/or Director's breach of any provision, warranty, or representation set forth in the Agreement;

- (4) Contractor and/or Director has engaged in an act or omission that is harmful or disruptive to the Hospital's operations or reputation;
 - (5) Contractor attempts to assign this Agreement without written consent of Hospital; or
 - (6) Director fails to complete and submit Time Sheets on a timely basis as required by this Agreement.
- c. Immediate Termination by Hospital. Hospital may terminate this Agreement immediately upon written notice to Contractor upon the occurrence of any one of the following or upon the occurrence of a breach not susceptible to cure, as determined by Hospital in its sole discretion, which shall form the basis for the termination:
- (1) Director dies or becomes disabled for a ten- (10) day period or more, or Hospital, in its sole discretion, determines that Director is incapable of performing the Services contemplated by this Agreement. For purposes of this Section, Director will be deemed to be disabled or incapable of performing the Services contemplated by this Agreement when Director is unable to perform the Services for ten (10) continuous days due to a mental or physical condition (other than pregnancy) notwithstanding the provision of reasonable accommodations as required under the Americans with Disabilities Act, as amended;
 - (2) Director fails to obtain or maintain insurance as provided herein;
 - (3) Director's license to practice medicine or prescribe any controlled substance or drug in any state is suspended, revoked, or terminated or any state's board of medical examiners or any other governmental agency having jurisdiction over physicians initiates any proceeding or investigation for the purposes of suspending, terminating, or revoking any such license or for the purpose of considering any of the foregoing;
 - (4) Director's membership on the Hospital's Active Medical Staff is terminated or suspended, or Director's clinical privileges are suspended, revoked, or curtailed; or Director is reprimanded, disciplined, or sanctioned by the Medical Staff;
 - (5) Hospital determines that Director is a threat to the health, safety, or welfare of any person, including, but not limited to, Hospital's personnel and patients;
 - (6) Director is convicted of a felony or is guilty of a serious and substantial violation of the ethical and professional standards of any state professional board or the American Medical Association;
 - (7) Director relocates from the Hospital's service area;
 - (8) Contractor's and/or Director's breach of any restrictive covenant in this Agreement; or
 - (9) The (x) suspension, liquidation, or dissolution, or notice thereof, of substantially all of a party's usual business without the prior written consent of the other party hereto; (y) an assignment by a party for the benefit of its creditors; or (z) in the event of the filing of a voluntary or involuntary petition under the provisions of the U.S. Federal Bankruptcy Act or amendments thereto, or any application for or appointment of a receiver for the property of a party, the filing of which remains unsatisfied and discharged at the end of sixty (60) days after the occurrence of such event.

- d. Without Cause Termination by Hospital. Hospital may terminate this Agreement without cause upon thirty (30) days written notice to Contractor. If this Agreement is terminated during the Term, the parties agree not to contract with one another for the same or similar services for the remainder of the initial year contemplated by the Term. Hospital may terminate this Agreement immediately upon written notice if Hospital changes the scope of its services or mission.
 - e. Termination by Director.
 - (1) *For Cause:* Contractor may terminate this Agreement for good cause if Hospital breaches a material term of this Agreement and such breach is not cured within thirty (30) days of Hospital's receipt of written notice from Contractor.
 - (2) *Without Cause:* Contractor may terminate this Agreement without cause during the Term upon sixty (60) days written notice to Hospital.
 - f. Termination as a Result of Law. Notwithstanding anything herein to the contrary, if on the advice of legal counsel: (i) either party determines that this Agreement may be interpreted to violate any present or future statute, regulation, rule, other law, or interpretation thereof by any governmental agency or contractor (each, a "Law"); (ii) Hospital determines that a Law precludes it (as a result of this Agreement) from billing Medicare or another public or private third-party payor for Hospital services; or (iii) Hospital determines that a Law prohibits, limits, or otherwise adversely affects its reimbursement for Hospital services, the party making such determination may terminate this Agreement upon thirty (30) days advance written notice to the other party of the intent to terminate and the basis for the determination. The parties shall use good faith efforts during such thirty-day period to avoid termination by amending this Agreement in such a manner so that it complies with the applicable Law, does not preclude Hospital from billing a third-party payor, or does not adversely affect reimbursement for Hospital services, as applicable.
 - g. Effect of Termination. If Hospital or Contractor terminates this Agreement, all obligations of both parties hereunder shall cease upon the effective date of the termination, unless the obligation survives such termination or expiration by reference or if reasonably intended by the nature of the obligation. This Section shall not constitute either an election of remedies by either party or liquidated damages to either party. Both parties shall have and retain all rights to damages at law and rights to equitable relief in the event of breach by the other party.
4. **Representations and Warranties of Director.** Contractor represents and warrants the following:
- a. Neither Director nor any Immediate Family Member, as defined by 42 C.F.R. § 411.351, of Director is a party to any other financial arrangement, either written or oral, with Hospital other than those listed on the updated Master List of Agreements. Moreover, Contractor shall give Hospital written notice of any Immediate Family Member who has or enters into any financial relationship with Hospital immediately upon learning of the arrangement.
 - b. Director has never been sanctioned or fined by the Office of Inspector General of the United States Health and Human Services or any other governmental authority and has never been excluded from participation in Medicare, Medicaid, or any other federal or state health care program.

- c. Director holds and shall maintain a full and unrestricted medical license to practice medicine and permits required for dispensing medications, including, but not limited to, the permits required to prescribe narcotics and controlled substances and professional liability insurance as specified herein.
 - d. Director shall, at all times during the term hereof, provide services in an ethical and professional manner as described in applicable state statutes, regulations, or guidelines; the AMA Canons of Ethics for Physicians; Hospital's policies; and Hospital's Medical Staff Bylaws, policies, rules, and regulations.
 - e. Director holds and shall maintain Board certification or Board Eligibility or equivalent training and experience in Director's specialty.
 - f. Director shall act in a manner to protect the reputation and best interest of Hospital and Program.
 - g. Director holds and shall maintain a valid automobile driver's license.
 - h. Director has never been reprimanded, sanctioned, or disciplined by any licensing board, state or local medical society, or any specialty board other than as disclosed to Hospital in writing prior to Hospital's execution of this Agreement.
 - i. Director has never been denied membership or reappointment of membership on the medical staff of any hospital. Director's hospital medical staff membership or clinical privileges have never been suspended, curtailed, or revoked by the medical staff or governing body of any health care provider, and Director has never voluntarily surrendered medical staff membership or clinical privileges, or withdrawn his or her application for same, in lieu of an investigation other than as disclosed to Hospital in writing prior to Hospital's execution of this Agreement.
 - j. Director is and shall remain a member in good standing of the Active Medical Staff of Hospital with clinical privileges. Director shall provide medical administrative services at the Hospital in conformance with the applicable standard of care for licensed physicians.
 - k. Director has never been denied membership or provider status in a professional association, medical group, IPA, health plan, HMO, PPO, or any other healthcare delivery entity or system or ever had such membership or provider status terminated or not renewed based on Director's actual or alleged professional incompetence.
 - l. Neither Contractor nor Director is in breach of any other contract, obligation, or covenant that would affect Director's ability to perform hereunder and, as a result of entering into this Agreement, will not breach any such contract, obligation, or covenant.
 - m. Contractor shall provide Hospital with a working cell phone and/or beeper number at which Director may be contacted at all times.
 - n. Contractor agrees to notify Hospital in writing within one (1) day if any representation, warranty, or covenant made by the Director anywhere in this Agreement ceases to be true and correct in all material respects.
5. **Independent Contractor.**
- a. Hospital and Contractor shall, at all times, be considered independent contractors in the performance of all services under this Agreement. This Agreement is not intended to create and shall not constitute a partnership or joint venture between the parties and does not create any type of employment, agency, or master-servant relationship between the parties. Contractor shall not have the right to contract on behalf of Hospital.

- b. Contractor shall be solely responsible for the payment of any taxes, including, without limitation, all federal, state, and local personal business income taxes, sales and use taxes, and all other business taxes and license fees arising out of professional activities of Director under this Agreement or the payment of compensation to Contractor by Hospital hereunder. Both Contractor and Director shall hold Hospital harmless from any damages, claims, or liability arising from Contractor's and/or Director's, as applicable, failure to pay taxes as set forth herein.
 - c. Contractor and Hospital expressly agree that this Agreement is not an employment contract with respect to the practice of medicine. Director is responsible for his/her own independent medical judgments, acts, and omissions, and Hospital shall in no way be responsible therefore. Hospital shall have no control or right of control over the means and details of the direct patient care services provided by Director.
 - d. The parties acknowledge that Director has an independent medical practice. Hospital has no right of control and is in no way connected or associated with Director's medical practice. Accordingly, Director agrees to indemnify and hold harmless the Hospital from and against any and all claims, suits, expenses, costs, damages, and liability (including, without limitation, court costs and reasonable attorneys' fees) arising or resulting from the private practice medicine by Director.
 - e. The provisions of this Section shall survive the termination or expiration of this Agreement.
6. **Facilities, Equipment, and Supplies.** Director shall promptly notify Hospital of any improperly functioning equipment, unsafe or unsanitary condition or practice, negligent or unacceptable employee behavior, or other condition or practice which may result in the provision of substandard care to any patient upon Director becoming aware of such. In addition, Director shall promptly notify Hospital if additional equipment, supplies, facilities, or personnel are needed to provide Services to patients in a manner that meets the applicable standard of care upon Director becoming aware of such.
7. **Ancillary Personnel.** Non-physician personnel ("Personnel") shall be made available by Hospital as needed for provision of Services. Such Personnel shall be performing technical and hospital-oriented services. Director shall utilize Personnel solely to render Hospital services pursuant to this Agreement. All services by such Personnel shall, if applicable, be billed by Hospital, and Contractor shall not bill any patient or third-party for any services rendered by Personnel. Upon request, Director shall make recommendations to Hospital regarding Personnel matters, including, but not limited to, staffing levels, hiring, evaluation, discipline, and termination. Final decisions regarding personnel will be the sole responsibility of Hospital.
8. **Insurance.** Director shall maintain any and all insurance coverage in amounts sufficient to meet the requirements of the Medical Staff Bylaws of Hospital.
9. **Compliance.**
- a. **Access to Books, Documents and Records.** Contractor agrees to the extent required by §1861(v)(1)(I) of the Federal Social Security Act that:
 - (1) Until the expiration of four (4) years after the furnishing of services pursuant to this Agreement, Contractor shall make available, upon written request to the Secretary of Health and Human Services, or upon request to the Comptroller General, or any of their duly-authorized representatives, this Agreement, and any books, documents, and records of Contractor that are necessary to verify the nature and extent of the costs claimed to Medicare with respect to the Services provided under this Agreement.

- (2) If Contractor carries out any of the duties of this Agreement through a subcontract, with a value or cost of Ten Thousand Dollars (\$10,000) or more over a twelve- (12) month period, with a related organization, then until the expiration of four (4) years after the furnishing of such services pursuant to such subcontract, Contractor shall cause the related organization to make available, upon written request to the Secretary of Health and Human Services, or upon request to the Comptroller General, those books, documents, and records of such related organization that are necessary to verify the nature and extent of the costs claimed to Medicare with respect to the services provided under this Agreement.
- b. Compliance with Federal Health Care Programs Anti-Kickback Statute. The parties to this Agreement intend to comply with, and have therefore structured this Agreement so as to comply with, the Federal Health Care Programs Anti-Kickback Statute 42 U.S.C. § 1320a-7b(b) (the “Statute”) and the Safe Harbor Regulations 42 C.F.R. Part 1001 (the “Regulations”) thereunder promulgated. 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 between them that requires Director to refer, recommend, or arrange for any items or services paid for by Medicare, Medicaid, or any other federally-funded health care program. Director may refer patients to any other hospital or other entity providing services needed by a patient and will make such referrals, if any, consistent with sound professional medical judgment and the wishes of the patient.
- c. Compliance with Performance Standards and Hospital Policies. Director shall perform the duties in accordance with the following: (1) federal, state, and local statutes, rules, and regulations applicable to either Hospital or Director; (2) generally accepted standards of Director’s practice specialty; (3) the professional and ethical standards of the American Medical Association; (4) the applicable standards and requirements of the Joint Commission and/or other applicable accreditation bodies; (5) the bylaws, Corporate Compliance Program Charter, Code of Conduct, policies, procedures, and practices of Hospital (collectively “Hospital Policies”); and (6) the Bylaws, rules, regulations, and policies of the Medical Staff (collectively, “Medical Staff Policies”), all as may be amended from time to time. If Director receives notice of any actual or alleged violation or breach of the foregoing, Director shall promptly, but not later than two (2) business days after receipt of such notice, notify Hospital of such violation or breach.
- d. Compliance with HIPAA. The parties hereby warrant that they shall comply with all applicable Federal and State laws, rules, and regulations governing confidentiality that safeguard information.

Except as permitted or required by this Agreement, or by applicable state and federal laws or regulations, each party will not use or disclose patient information in a manner that would violate the requirements of the HIPAA Privacy and Security Standards contained in the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), which are incorporated herein by reference. In addition, each party expressly agrees to comply with HIPAA in all respects, including, but not limited to, the implementation of all necessary safeguards to prevent such disclosure and the assurance that any subcontractors or agents to whom either party provided protected health information agree to the same restrictions and conditions imposed on the parties hereto under HIPAA.

10. **Restrictive Covenants.** Both Contractor and Hospital hereby acknowledge and agree that Hospital has expended and will continue to expend substantial time, effort, and money in the training of its employees, developing of its policies and procedures, and securing and growing its professional relationships with community and suppliers. Therefore, Contractor recognizes the need for Hospital to take reasonable precautions to protect its valuable and essential assets and Trade Secrets (as defined below) and freely enters into these restrictive covenants listed below as a bargained-for condition to entering into this Agreement.
- a. Non-Solicitation of Employees, Customers, Suppliers, or Advertisers. To protect Hospital's investment in its employees' training, policies and procedures, and trade secrets, Contractor agrees to the following restrictions as applied to any Hospital employee employed during the Term of this Agreement by Hospital ("Hospital Employee"). During the Term of this Agreement and for one (1) year after the expiration or termination of this Agreement ("Restrictive Period"), Contractor shall not (without obtaining the prior written consent of the Hospital) directly or indirectly, on Contractor's own behalf or in the service of or on the behalf of others, solicit or induce or attempt to solicit or induce any Hospital Employee to leave such employment, for employment or to contract with a business competing directly or indirectly with Hospital. During the Restrictive Period, Contractor shall not (without obtaining the prior written consent of the Hospital) directly or indirectly, either for Contractor or for any other person, firm, or corporation, call upon, compete for, solicit, divert, take away, or attempt to divert or take away, any of the customers, suppliers, endorsers, or advertisers of the Hospital within a thirty- (30) mile radius of Hospital.
- b. Confidential Information as Trade Secrets.
- (1) *Provision of Confidential Information:* Contractor recognizes and agrees that Hospital will provide Contractor with documents, records, and other information of a confidential, proprietary, and sensitive nature related to the services to be performed by Director pursuant to this Agreement, and provides such information in reliance upon the terms of this Section. This Section relates and applies to all confidential, proprietary information of Hospital provided to Contractor by Hospital concerning the business of Hospital, including, but not limited to, the terms of this Agreement, methods of operation, policies and procedures, and current business opportunities (the "Confidential Information"), but not including information that: (a) is known to Contractor prior to disclosure thereof by Hospital; (b) is or becomes publicly available; (c) is later disclosed to Contractor by a third party; or (d) is required to be disclosed by applicable law or judicial proceeding. Such Confidential Information shall constitute the Trade Secrets of Hospital, and Contractor shall not disclose such information to any third parties.
- (2) *Disclosure of Confidential Information:* Contractor and Hospital agree that Hospital's Confidential Information will be disclosed only to those individuals who explicitly agree to be bound by the terms of this Section and who reasonably require such information to aid Contractor in the performance of Contractor's duties under this Agreement. Contractor acknowledges that disclosure of Hospital's Confidential Information in violation or breach of this Agreement will cause irreparable damage to Hospital. During the Term of this Agreement and thereafter, Contractor shall not, under any circumstance, disclose, communicate, or divulge to, or use Hospital's confidential and proprietary information for the benefit of, any supplier, competitor, or potential competitor of Hospital.

- (3) *Return of Confidential Information:* Upon termination of this Agreement, Contractor shall return to Hospital all copies of any confidential information then held by Contractor. The covenants and agreements of Hospital and Contractor as to non-disclosure and return of the Hospital's confidential and proprietary information contained herein shall survive the termination of this Agreement.
- c. Purpose of Restrictive Covenants. Contractor acknowledges that the foregoing restrictions are reasonable and necessary to protect the legitimate business interest of Hospital and that Hospital would not have entered into this Agreement without the covenants contained herein. Contractor further acknowledges that the violation of this covenant will result in irreparable injury to Hospital, that the remedy at law for any such violation or threatened violation would be inadequate, and that in the event of any such violation or threatened violation, Hospital, in addition to any other remedies or damages available to it and notwithstanding the Dispute Resolution provisions found herein, shall be entitled to temporary injunctive relief before trial without the necessity of posting bond, unless otherwise required by law in which event the parties agree to a bond of \$1,000, from any court of competent jurisdiction as a matter of course and to permanent injunctive relief without the necessity of proving actual damages.
- d. No Running of Covenant During Breach. With respect to any Restrictive Covenant that applies after termination of this Agreement, if Contractor violates such restrictive covenant and Hospital brings legal action for injunctive or other relief, Hospital shall not, as a result of the time involved in obtaining the relief, be deprived of the benefit of the full period of such restrictive covenant. Accordingly, after the termination of the Agreement, for any reason, for any time period that Contractor is in violation of the Restrictive Covenants set forth in this Section, such time period shall not be included in calculating any such Restrictive Covenant time period described in this Section to the extent allowed by law.
11. **Conduct.** Contractor hereby expressly covenants and agrees not to inform in any manner without the express written consent of Hospital, any patient, third party payor, supplier, contractor, agent, or creditor of Hospital that Director intends to resign as Director.
12. **Indemnity.** Each party hereby indemnifies and agrees to defend and hold harmless the other and their respective officers, directors, trustees, employees, successors, and assigns from and against any and all loss, injury, liability, claim, damage, or expense (including, without limitation, reasonable attorney fees, interest, and court costs) incurred by the other resulting from, relating to, or arising out of: (i) the actions of the indemnifying party occurring outside the scope of this Agreement; (ii) the actions of the indemnifying party occurring prior to the Effective Date of this Agreement; and (iii) the failure of the indemnifying party to observe and perform any covenant or representation contained in this Agreement.
13. **Severability.** Contractor acknowledges and agrees that the covenants contained in this Agreement shall be construed as independent of one another and distinct from the remaining terms and conditions hereof, and that the existence of any claim, suit or action by Contractor against Hospital, whether predicated upon this or any other agreement, shall not constitute a defense to Hospital's enforcement of any covenant contained herein; provided, however, that Contractor shall not be prohibited from asserting any claim against Hospital. Additionally, if any provision is held to be unenforceable or invalid for any reason, the remaining provisions of this Agreement shall remain in effect and enforceable.

14. **Survival.** Contractor acknowledges and agrees that the covenants contained in Sections 9 through 14 shall survive any termination or expiration of this Agreement. Contractor further acknowledges and agrees that the determination of damages in the event of Contractor’s breach of any covenant contained in Sections 9 through 14 would be difficult, if at all possible. Contractor acknowledges and agrees that Hospital shall be entitled, in addition to and not in limitation of any other rights, remedies, or damages available to Hospital in arbitration, at law or in equity, upon submitting whatever affidavit the law may require, and posting any necessary bond, to have a court of competent jurisdiction enjoin Contractor from committing any such breach.

15. **Notices.** All notices provided for herein shall be in writing and shall be deemed to be given when delivered in person, sent via commercial carrier with delivery confirmation or deposited in the United States Mail, first class, registered or certified, return receipt requested, with proper postage prepaid and addressed as follows:

If to Contractor: _____

Attn:

or such other place or places as Contractor may designate in writing from time to time.

If to Hospital: Abbeville General Hospital
 P.O. Drawer 580
 Abbeville, Louisiana 70511
 ATTN: Ray Landry

or such other place or places as Hospital may designate in writing from time to time.

16. Other Provisions.

- a. **Successors and Assigns.** This Agreement is personal to Contractor and may not be assigned by Contractor without the express written consent of Hospital. Hospital shall have the right to assign its rights and duties under this Agreement upon written notice to Contractor.
- b. **Entire Agreement.** This Agreement constitutes and expresses the entire Agreement of the parties hereto with respect to the subject matter hereof, and there are no representations, inducements, promises, agreements, arrangements, undertakings, covenants, or conditions concerning the subject matter hereof, whether oral or written, express or implied, that are not incorporated herein or superseded hereby. Any and all prior agreements are hereby terminated unless attached hereto and incorporated by amendment. This Agreement may only be amended by written consent of all parties hereto.
- c. **Additional Acts.** The parties agree to perform any further acts and to execute and deliver any documents, which may be reasonably necessary to carry out the terms of this Agreement.
- d. **Waivers.** Any failure of a party to enforce that party’s rights under any provision shall not act as a waiver of that party’s subsequent right to enforce any of the provisions contained herein.

- e. No Rule of Construction. The parties acknowledge that because all parties had an opportunity for their representatives to participate in negotiating and drafting this Agreement, no rule of construction shall apply to this Agreement that construes ambiguous or unclear language in favor of or against any party.
 - f. Headings. The headings in this Agreement are for convenience or reference only and shall not control or affect the meaning or construction of this Agreement.
 - g. Binding Effect. This Agreement shall be binding upon, and shall inure to the benefit of, the heirs, executors, legal representatives, successors, and assigns of the parties hereto.
 - h. Time of the Essence. Time is of the essence in this Agreement.
 - i. Attorney's Fees and Costs. If any legal action arises between the parties with respect to this Agreement, the prevailing party shall be entitled to recover all costs incurred in connection therewith including all reasonable attorneys' fees.
 - j. Statement of Non-Discrimination. The parties agree that no aspect of Medical Staff membership or particular clinical privileges shall be denied on the basis of gender, race, age, creed, color, national origin, or on the basis of any other criterion unrelated to professional credentials for the delivery of quality patient care in Hospital.
 - k. Notice of Litigation. The parties shall provide each other with written notice should either party receive a claim or be sued for damages in a matter arising out of its/his/her performance under this Agreement.
 - l. Counting Days. If the day for performance of any obligation under this Agreement is a Saturday, Sunday, or legal holiday, then the time for performance of any obligation under this Agreement shall be extended to 5:00 p.m. on the first day following such Saturday, Sunday, or legal holiday.
 - m. Recitals. The Recitals stated above are true and accurate and are incorporated into this Agreement by reference.
17. **Governing Law; Dispute Resolution; Jurisdiction; Venue**. This Agreement and all amendments hereto, and the rights and obligations of the parties hereunder, shall be governed, construed, and enforced in accordance with the laws of the State of Louisiana, without regard to its principles of conflicts of laws. The parties shall first attempt to resolve any controversy, dispute, or disagreement arising out of or relating to this Agreement, or the breach thereof, through good faith negotiations. If the parties cannot resolve the controversy, dispute, or disagreement through good faith negotiations within thirty (30) days, or such other period of time as mutually agreed upon by the parties, either party may institute litigation proceedings as set forth herein. Any judicial proceeding brought by or against either of the parties to this Agreement on any dispute arising out of this Agreement or any matter relating thereto shall be brought in the Civil District Court for the Parish of Orleans located in New Orleans, Louisiana, and by execution and delivery of this Agreement, each of the parties hereto hereby accepts for itself the exclusive jurisdiction and venue of the aforesaid courts as trial courts, and irrevocably agrees to be bound by any final non-appealable judgment rendered in connection with this Agreement. The provisions of this Section shall survive expiration or termination of this Agreement, regardless of the cause of such termination.

<Signature page immediately follows>

IN WITNESS WHEREOF, the parties hereunto have executed this Agreement to be effective on the Effective Date.

Company Name

Vermilion Parish Hospital Service District
No. 2 d/b/a Abbeville General Hospital

Signature

Signature

By: _____

By: Ray Landry. FACHE
Chief Executive Officer

Date: _____

Date: _____

Exhibit A

Duties & Obligations of the Medical Director

In addition to those requirements provided for in the Medical Director Agreement, the Medical Director shall be responsible for the following activities:

1. Those activities constituting Administrative Services, including, but not limited to, assisting the Hospital with supervision and performance of improvement activities through:
 - a. Staff and facility performance appraisals;
 - b. Contributions, as needed, to maintaining accreditation; and
 - c. Quality measurement and reporting activities.

2. Those activities constituting Program Management Services, including, but not limited to:
 - a. Program direction;
 - b. Medical-administrative direction; and
 - c. Supervision, as appropriate, of the Hospital's staff and operation.

Exhibit B

	INVOICE
Company Name _____	INVOICE DATE: _____

To Accounts Payable Department
 Abbeville General Hospital
 118 N. Hospital Drive
 Abbeville, LA 70510

**MANAGEMENT OF PSYCHIATRIC PROGRAMS
 SERVICES PROVIDED:**

MONTH _____ YEAR _____

Time Allocation for Psychiatric Programs

	BMC HOURS	PHP/IOP HOURS
MEDICAL DIRECTORSHIP		
TEACHING / EDUCATION		
▶ Continuing Education		
▶ Medical staff and Hospital Staff presentations		
▶ Community Education		
RESEARCH		
▶ Continuing medical education		
▶ Investigation of new procedures		
MANAGEMENT / SUPERVISION / ADMINISTRATION		
▶ Program management		
▶ Program personnel		
▶ Supervise program compliance		
▶ Participate in Performance Improvement Program		
▶ Participate in appeals/denials		
▶ Space/Equipment Planning		
▶ Policy/procedure review and development		
▶ Schedule provisions of care		
▶ Arrange for on-call services		
HOSPITAL SERVICES		
▶ Serve on medical staff committees		
▶ Serve as liaison among medical staff		
▶ Participate in Admission Screening, Medical Evaluation, treatment planning and Discharge Planning		
▶ Represent administration to patients, families, practitioners and community to assure satisfaction with program		
SUBTOTAL HOURS		

INVOICE

Company Name _____

INVOICE DATE: _____

To Accounts Payable Department
Abbeville General Hospital
118 N. Hospital Drive
Abbeville, LA 70510

MANAGEMENT OF PSYCHIATRIC PROGRAMS
SERVICES PROVIDED:

MONTH _____ YEAR _____

REGULATORY

- ▶ Ensure billing requirements _____
- ▶ Ensure state licensure _____
- ▶ Ensure Medicare/Medicaid certification requirements and/or internal surveys with no conditional deficiencies _____
- ▶ Ensure compliance with Medical Staff Bylaws, Rules and Regulations _____

QUALITY

- ▶ Quality services in accordance with each patient's plan of care _____
- ▶ Clinical notes submitted timely _____
- ▶ No validated complaints / validated complaints in malpractice suits _____
- ▶ No "never events" _____
- ▶ Compliance with Joint Commission National Quality Core Measures at 95% or higher:
 - ✓ **HBIPS 1:** Admission Screening for (violent risk, substance abuse, psychological trauma history and patient strengths) _____
 - ✓ **HBIPS 2:** Physical Restraint (hours of use) _____
 - ✓ **HBIPS 3:** Seclusion (hours of use) _____
 - ✓ **HBIPS 4:** Multiple Antipsychotic Medications at Discharge _____
 - ✓ **HBIPS 5:** Multiple Antipsychotic Medications at Discharge with appropriate justification _____
 - ✓ **HBIPS 6:** Post discharge continuing care plan _____
 - ✓ **HBIPS 7:** Post discharge continuing care plan transmitted to next level of care provider upon discharge _____

TOTAL HOURS _____

APPROVAL FOR PAYMENT:

CONTRACTED AMOUNT DUE \$ _____

Ray Landry, Chief Executive Officer

Company Representative

APPENDIX E: PROPOSAL SUBMISSION CHECKLIST

Please Check Off Items Submitted	For AGH Use	
_____	_____	Proposal Received "On Time"
_____	_____	One (1) original and one (1) electronic copy of Proposal on a CD or Jump Drive
_____	_____	Proposal Transmittal Cover Sheet (Appendix A)
_____	_____	Official Business Letterhead
_____	_____	Authorized Signature
_____	_____	Required Information
_____	_____	Acceptance of General Conditions (Appendix B)
_____	_____	Technical Proposal
_____	_____	Highlights all elements of Scope of Work
_____	_____	Details Experience and Past Performance
_____	_____	Verifiable References
_____	_____	Illustrates the Organizational Chart and Key Personnel
_____	_____	Proposed Method of Approach
_____	_____	Details the Distinctive Plan for Providing the Requested Services
_____	_____	Highlights the Service Levels Committing to Achieve
_____	_____	Provides a Logical Progression of Tasks for Implementation of Services
_____	_____	Pricing Schedule and Compensation
_____	_____	Firm Fixed Rate Utilizing Section IV for Stating Such
_____	_____	Other Mandatory Items:
_____	_____	Statement of Intent to Provide Certificate of Insurance
_____	_____	Non-Acceptance of "Specifications" Requirement(s) of General Conditions
_____	_____	All Data and Information Required by the RFP
_____	_____	Proprietary Documents Request (if any)
_____	_____	Proposal Submission Checklist (Appendix E)

* If Specific Item (s) Are Not Applicable, Mark with "N/A" --- Do Not Leave Blank.

APPENDIX F: STANDARDS OF CONDUCT DECLARATION

STANDARDS OF BEHAVIOR

Following is a list of behavioral standards that have been developed to reflect Abbeville General Hospital's commitment to service excellence

ACCOUNTABILITY

All CONTRACT PHYSICIANS of Abbeville General Hospital are expected to provide and maintain the highest quality of care to those we serve. We will take pride in our organization while striving to achieve hospital and departmental goals by following policies and procedures and will be liable for our performance and answerable for our actions.

- ✓ I understand that my commitment to this organization is reflected through my actions and behaviors to co-workers, physicians, visitors, and especially my patients. I will put the needs and desires of the customer first and approach every situation with an "I can" attitude.
- ✓ I will accept responsibility for my own actions. I have the ability to say I am sorry and will never underestimate the power of an apology.
- ✓ I will maintain Abbeville General's facilities with a sense of pride and ownership by returning pieces of equipment to their proper places, and immediately reporting any safety hazards or faulty equipment to the appropriate department;
- ✓ I will respect my coworkers and others by ensuring my workspace is clean, neat, and organized prior to leaving each shift.
- ✓ I will recognize the high cost of healthcare and optimize the use of resources while delivering exemplary service.

COMMUNICATION

Abbeville General Hospital requires all CONTRACT PHYSICIANS to communicate, both in their words and actions, in a way that instills trust, confidence, and good will. The manner in which its CONTRACT PHYSICIANS communicate internally and externally impacts Abbeville General Hospital's ability to create and foster that trust.

- ✓ I will communicate effectively with all customers, internal and external, by using the AIDET principle. I will introduce myself to patients and visitors, stating my name, department, and reason for my visit upon entering a room; and will thank them for choosing our facility, and state "Is there anything else that I can do for you?" prior to leaving a patient room.
- ✓ I will speak in a positive, professional, courteous manner at all times, and I will remember that body language is a powerful communicator.
- ✓ I will explain processes and procedures, while using terms in a way that is understood by the listener regardless of whether or not the listener is a patient, guest, or fellow employee.
- ✓ I will answer the telephone promptly (strive for within 3 rings) and politely identify myself and the department, followed by a pleasant greeting.
- ✓ I will inform callers before putting them on hold or transferring their calls. I will transfer calls accurately, letting the caller know that we will transfer their calls to the correct extensions and give them these extensions before transferring their call. I will provide progress reports to callers on hold every 45-60 seconds.
- ✓ When unable to accurately respond to a call, I will take responsibility for getting a phone number for the caregiver to call back and let family members know that we will respond back within a specified time frame.
- ✓ When I am presented a problem, I will correct the problem or find someone who can. When I am presented suggestions for improvement, I will make sure that it is communicated to the proper department or department manager in a timely manner. I will close the loop of communication by making sure the solution to the problem, or the answer to the suggestion gets communicated back to the original sender within a specified time frame.

COURTESY

Abbeville General Hospital is dedicated to providing an environment that is pleasant, welcoming, supportive, and reassuring to all. Abbeville General Hospital takes seriously its obligation to operate this institution in a way that maintains and supports the community's trust, respect, and loyalty.

- ✓ I will listen carefully to the needs of others and respond to their needs within a specified time frame, with patients and tolerance.

- ✓ I will encourage and praise fellow CO-WORKERS whenever possible, offer constructive criticism in private, and treat others as I want to be treated.
- ✓ I will make eye contact and smile at others when they are ten feet away, acknowledging everyone within five feet with a friendly greeting.

EXCELLENCE IN SERVICE

Abbeville General Hospital strives to attract, engage, and retain committed, competent, and care healthcare professionals while creating an environment where team members respect and support each other so they can perform to their fullest potential. We aim to be recognized for best in class performance and highest quality practices in all that we do.

- ✓ I will take the time to read the hospital and system communications (emails, flyers, bulletins, policies, electronic boards, website, etc.) to stay informed of responsibilities, changes, and events. I will recognize and apply any changes into my daily practices, and will not use the phrase, "I didn't know"
- ✓ I will proactively seek opportunities for continued learning in order to acquire new skills to maintain competency and increase proficiency for my own professional and personal growth.
- ✓ I will provide safe, compassionate care to the best of my abilities at all times.

PROFESSIONALISM / PRIVACY

All CONTRACT PHYSICIANS of Abbeville General Hospital are expected to maintain and exhibit the highest standards of professional conduct in their dealings with each other and with customers, which include patients, visitors, physicians, volunteers, and any other person with whom CONTRACTING PHYSICIAN come in contact during the course of their employment. Privacy will be respected for all and we will maintain confidentiality, and adhere to privacy and security standards. All duties are to be performed with honesty, respect, privacy, and with good judgment, in conformity with Abbeville General Hospital's policies, procedures, and standards.

- ✓ I will project a professional image through my actions and adherence to the dress code. I will dress to reflect respect and professionalism, being mindful of what my appearance communicates. I will wear my identification badge on the upper chest where it can be easily seen by all.
- ✓ I will respond to any requests for assistance, acknowledge any wait time, thank the individual for waiting, and apologize for excessive delays.
- ✓ When passing a room with an unanswered call light, I will enter the patient's room, introduce myself, and ask, "How may I help you?" I will not leave the floor until I am certain the message has been conveyed to the proper caregiver.
- ✓ I understand that the use of cellular phones and other communication devices (cell phones, text, internet, iPod) for personal use is strictly prohibited during work time. I will not use these communication devices for personal reasons.
- ✓ As a healthcare professional, I understand that we are all susceptible to the ill effects of passive smoking. In order to minimize the risk from involuntary exposure to tobacco smoke, I will adhere to Abbeville General Hospital's "Smoke-Free Hospital" policy.
- ✓ I realize my time away from my duties affects my co-workers by increasing their workload, therefore, I will adhere to Abbeville General's "Meal and Rest Periods" policy (this includes smoke breaks).
- ✓ I will not discuss any patient-related matters unless it is necessary for the care that is being provided for the patient. I will not discuss any negative or unprofessional issues.
- ✓ I will maintain patient privacy, and assure and protect patient dignity by knocking before entering a room, closing doors when leaving a room, adequately covering a patient when transporting, and addressing patients by their preferred name.

TEAMWORK

Teamwork is the ability of individuals to work together in a coordinated effort toward common goal. Our willingness to work together is reflected in the quality of care we provide to our customers and to each other.

- ✓ I will look beyond my assigned tasks. My responsibility does not end where my co-worker's responsibilities begin. In most situations our responsibilities merge and blend.
- ✓ I will not use the phrase "that's not my job", "that's not my patient", and "that's how we've always done it."
- ✓ I will be flexible when faced with changes and embrace these changes by contributing and being open to new ideas.

I will recognize that by working together, we will exceed what we could accomplish as individuals.

**EXHIBIT 1: BACKGROUND DATA
ABBEVILLE GENERAL HOSPITAL EMERGENCY DEPARTMENT**

2018 Psychiatric Patient Days

Blue Cross	168
Commercial	285
Medicaid	2644
Medicare	1522
Self Pay	419
Champus	13
Compensation	8
Total	5059