Orthopedic Call Services Request for Proposal

GENERAL INFORMATION

Introduction

Florida Hospital Tampa (“FHT” or “Hospital”) is interested in entering into an exclusive agreement with Medical Group for Orthopedic Call Services that are patient focused and dedicated to providing quality care to its adult and pediatric patients. The Hospital seeks to partner with a Medical Group who desires to work with the Hospital’s staff and hospital physician based services of emergency services, radiology, laboratory, anesthesia, hospitalists and other members of the Medical Staff in a collegial and cooperative manner. The Hospital looks to improve the effectiveness and efficiency of Orthopedic Call Services and improve its patient satisfaction experience by contracting with a Medical Group who shares these goals.

The Hospital is requesting your written response to its Request for Proposal (“RFP” or “Request”) to provide the professional component of Orthopedic Call Services as outlined in Attachment 1 of this RFP. Your proposal must be submitted in accordance with the following instructions, attachments, terms and conditions.

A. Intent: This Request seeks responses from interested orthopedic physicians to submit a response to the Hospital’s RFP with the goal of selecting a Medical Group to provide pediatric and adult Orthopedic Call Services. The Hospital shall appoint an Ad Hoc Committee comprised of different specialties to review the RFP’s and interview the representatives of the Medical Group who submit a response to the RFP. Factors that the Hospital and Medical Staff Ad Hoc Committee will consider include but are not limited to: cost-effective services, service history, engagement, quality, responsiveness, reputation with the Medical Staff, ER Department and other key stakeholders.

For purposes of this RFP, the Hospital also will consider which Medical Group has the capability in all respects to perform in full the contract requirements, and the integrity and reliability that will assure good-faith performance.

B. Medical Group’s Ability to Provide Quality Patient Centric Services: Please provide a detailed explanation of the following:

1. Overview of your Medical Group
2. Distinct features of your Medical Group
3. Targeted productivity standards for Orthopedic Call Services
4. Data monitoring and management reports, which include monthly report cards, and Orthopedic Call Services performance with detailed breakdown of data categories
5. Examples of successful physician-driven process improvement plans, evidencing the group’s ability and commitment to participate with Hospitals in program development and enhancement
6. A commitment to participation on Medical Staff Committees
7. Targeted turnaround time commitments for physician communication (returning phone calls), including turnaround time for routine cases and emergent cases
8. Strategy for 24 hour/7 days per week coverage, which could include on-site support
9. Describe how the Medical Group will return calls in a timely matter
10. Describe Medical Group’s willingness to come in to see a patient when asked
11. Examples of commitment to, and involvement in, staff education
12. Commitment and willingness to participate in the growth of satisfaction levels for
the community, emergency room staff, and physician staff, with data supporting
successful participation with other organizations
13. References in Florida and/or the Southeastern U.S.

C. **Alteration or Non-acceptance of Terms:** If a Medical Group desires to alter the scope
of any provisions, clauses, specifications or other paragraphs contained in this RFP, it must be
submitted in writing and approved five (5) days in advance of any alterations and/or modifications
of the specifications set forth in this RFP will be considered an alternate bid and may render a
proposal as ineligible for consideration or award.

D. **Compensation:** Florida Hospital will determine the compensation that is fair market per
diem value for Orthopedic Call Services.

E. **Service Deletions:** During the term of any contract awarded, the Hospital reserves the
right to terminate the Orthopedic Call Services Agreement without cause upon ninety (90) days
written notice.

F. **Duration of Contract:** The Hospital proposes to enter a contract for Orthopedic Call
Services for a period of not less than twenty-four (24) consecutive months.

G. **Medical Director.** Medical Group shall appoint (with approval of Florida Hospital
Tampa) a Medical Director for the Pediatric Orthopedic Call Services to collaborate with key
stakeholders from Florida Hospital Tampa and Johns Hopkins All Children’s Hospital.

H. **Non-discrimination Policy:** Florida Hospital Tampa is an equal opportunity employer
and will not discriminate against any Medical Group or employee because of such employee’s
race, creed, color, religious affiliation, age, sex, national origin, disability, marital status, disability
or veteran status, citizenship status or sexual orientation, with respect to terms or conditions of this
RFP and subsequent award. Your proposal must contain a similar non-discrimination clause.

I. **Indemnification:** Any limitation on liability or indemnification is to be identified in your
proposal. The successful Medical Group shall be required to indemnify and hold harmless Florida
Hospital Tampa from all liability and damages, including attorneys’ fees and costs or judgments
against Florida Hospital Tampa arising out of acts or omissions of the Medical Group, including
its employees. Florida Hospital Tampa will indemnify the Medical Group from any liability and
damages including attorneys’ fees and costs or judgments against the Medical Group arising out
of acts/omissions of Florida Hospital Tampa, including its employees.

J. **Termination of Contract:** The agreement may be terminated without cause upon ninety
(90) days prior written notice.
K. **Confidentiality:** Information contained in requests for proposals submitted to Florida Hospital shall be kept confidential. Information about Florida Hospital provided to bidder is only to be used for the purpose of responding to the RFP and shall not be disclosed to any non-affiliated third party for any reason without express written permission from the Florida Hospital Legal Department.

L. **Regulatory Compliance.** The Agreement awarded must comply with IRS Revenue Procedure 2017-13 must fall within an exception under the Stark Laws (42 U.S.C. § 1395nn) and may not violate the prohibitions set forth in the Anti-Kickback Statute (42 U.S.C. § 1320a-7b(b)).

M. **Dispute Resolution.** The parties to the Agreement awarded must agree to a dispute resolution process (e.g., informal procedure and/or mediation), but need not agree to binding arbitration.

N. **Definitions:** For the purposes of this bid and the underlying agreements to be:

- **“Florida Hospital”** shall mean Florida Hospital Tampa located on 3100 East Fletcher Avenue, Tampa, FL 33613. Specific information on the Hospital is attached as Attachment 2.
- **“Patients”** shall mean and include all pediatric patients over the age of twenty-four (24) months and adult patients who seek care in the Emergency Room, are admitted to Observation Units and/or Inpatient Units at Florida Hospital Tampa.
- **“Orthopedic Call Services”** shall be defined in Attachment 1 to the Request for Proposal.

O. **Insurance.** Medical Group shall maintain professional liability insurance for itself and each professional (i.e., physician and mid-level provider) providing services pursuant to the awarded contract in accordance with the following requirements:

1. Not less than $1,000,000 per occurrence
2. Not less than $3,000,000 annual aggregate
3. Tail Coverage or equivalent
4. Medical Group shall also maintain Workers’ Compensation insurance (or self-insurance).

P. **Billing and Collection.** The Medical Group will bill and collect for professional services rendered by its physicians and mid-level providers as its sole compensation for services rendered. Medical Group will comply with applicable standards of the Joint Commission on Accreditation of Healthcare Organizations.

Q. **Background Checks.** The Medical Group will provide documentation and background checks yearly as required by Florida Hospital Safety or Security Departments for all onsite workers prior to assignment.

R. **Language.** The primary language of the lead on-site person at each location must be English and reports are to be made in English. The use of bilingual professionals is encouraged.
S. **Record Keeping**: These records shall become the property of Florida Hospital. Records of services rendered pursuant to the awarded contract shall be made available to the U.S. Comptroller General, upon request, pursuant to 42. U.S.C.A. § 1395 (x)(v)(l)(l).

T. **Deadline for Proposals**: Written proposals (2 copies) must be submitted in a sealed envelope and clearly marked “Orthopedic Call Services.” Proposals must be received in Jason Newmyer’s office, Florida Hospital Tampa - Administration, 3100 E. Fletcher Avenue, Tampa, FL 33613, on or before 1:00 p.m. on August 10, 2017, bids may also be emailed to: jason.newmyer@ahss.org

U. **Coverage and Response Time.** Attachment 1 to the Request for Proposal summarizes the coverage and response times.
In responding to Florida Hospital Tampa’s (“Hospital”) Request for Proposal for Orthopedic Call Services, the Medical Group will execute an exclusive agreement to provide the following orthopedic call services (“Orthopedic Call Services”). The Hospital reserves the right to modify or revise its Orthopedic Call Services requirements and scope of services and duties to respond to its Medical Staff and patients’ needs and concerns.

I. **Scope of Services.**

Medical Group shall enter into an agreement with Florida Hospital Tampa to provide the following scope of services:

A. Provide Orthopedic Call Services for the Hospital’s Emergency Department. The Medical Group shall come to the Hospital to assess a patient within thirty (30) minutes from the time that Physician is called if the Physician’s presence is requested by the Hospital or the ED physician;

B. Provide Orthopedic Call Services which will include but not be limited to irrigation and debridement fracture care, dislocations and other orthopedic related disease states to unassigned Hospital inpatients, foot and ankle injuries, observation patients, and patients who are transferred to the Hospital as an emergency or inpatient from other facilities through a Regional Transfer Center or similar administrative department or unit on a twenty-four (24) hour per day, seven (7) day per week basis. Physicians must be able to respond by phone or in person as the case dictates, within (i) twenty (20) minutes for a STAT situation; or (ii) thirty (30) minutes for regular, non-stat situations; or (iii) twelve (12) hours or sooner for all patients over the age of twenty-four months in need of emergent, urgent, or routine care in: the Emergency Department, Transfer Center, Observation Unit, or Inpatient Unit;

C. A full day of Orthopedic Call Service is the 24-hour time period beginning at 7:00 a.m. on the assigned day and ending at 7:00 a.m. the following day.

II. **Medical Group Duties.**

Medical Group shall provide the following duties:
A. Assure the provision of Services for Hospital 365 (or 366 as the case may be) days-per-year, 24 hours-per-day in accordance with call schedules prepared by the Coordinator and delivered thirty (30) days in advance to the Hospital’s Medical Staff Office.

B. Provide Orthopedic Call Services for the Hospital 24 hours-per-day, which requires response by the Physician on-call to all requests for consultations, care, or intervention for any patient within the time frames required by the Policies;

C. Provide at least one follow-up office visit for patients seen in the ED regardless of the payor or the patient’s ability to pay or financial or insurance status;

D. Provide consultations to Hospital inpatients and observations patients when requested;

E. Provide all emergent and necessary Services within the Hospital’s service capability, as maintained by AHCA, to all unassigned and observation patients;

F. Provide all Services hereunder in a nondiscriminatory manner regardless of the payor or the patient’s ability to pay or financial or insurance status;

G. Accept all patient transfers for Services within the Hospital’s service capability as maintained by AHCA;

H. Abide by all Hospital and Medical Staff Bylaws, Rules and Regulations and Policies; and

I. To ensure compliance with EMTALA and Florida emergency access requirements, notwithstanding any other provision hereof, one of the following conditions must be met for all periods of time when a Physician is on-call at the Hospital:

   (i) Physician’s elective surgeries must be scheduled only at Hospital, unless, in conjunction with Section 3 above, he/she ensures call substitution on the call schedule in advance, in accordance with Hospital Policies and through use of the Hospital call change form, for that time period when he/she is on-call but is involved in elective surgeries at locations other than Hospital, or

   (ii) Physician must assure there is adequate backup coverage for Hospital by another Physician who is board certified or eligible, who has appropriate privileges at Hospital, and who meets all other requirements hereunder and in the Policies. Whenever Physician is scheduled to be on-call, he/she must provide for adequate back-up coverage by another physician who meets the requirements hereunder in the event of other emergent and unexpected patient care needs.

III. Managed Care.

Medical Group agrees to negotiate in good faith with and to participate in the top five (5) managed care arrangements with managed care plans listed in Attachment 3 in which Hospital participates, including entering into contractual arrangements with such managed care plans when necessary, and further including, without limitation, execution of an agreement to serve as a participating provider in such plans. This shall be interpreted to mean that Physician agrees to pursue all managed care contracts for which the Hospital has a contract. If FHT or an affiliate, parent or related corporation of FHT offers an insurance
plan, physician shall negotiate in good faith to execute a participation agreement with such plan.

IV. **Medical Group’s Physician Representations.**

Medical Group represents that its physicians providing Orthopedic Call Services are:

A. Duly licensed and in good standing to practice medicine in the State of Florida without restriction;

B. A member of the Medical Staff of Hospital in good standing with unrestricted privileges in full compliance with all policies;

C. Free from all alcohol and narcotic or illegal drug use during the period he/she is on-call;

D. Not the subject of any investigation, proceeding, or final action related to or resulting in: (i) the suspension, termination, restriction, reduction, or withdrawal of medical staff membership or privileges at any facility; (ii) the indictment or conviction of a felony crime; (iii) the commission of an act of moral turpitude, fraud, or impairment due to alcohol or drug use; (iv) the loss, restriction, suspension, denial, or revocation of any license to practice medicine; (v) the commission of professional misconduct as determined by the Hospital Medical Staff Executive Committee or an applicable regulatory agency; or (vi) exclusion from participation in or sanction by any federal or state health care program;

E. Qualified to participate in the Medicare, Medicaid and other state or federal medical assistance programs, and regardless of whether or not Physician is a participating provider, Physician shall accept any payment from such program as payment in full for Services provided to an eligible beneficiary of the program, and shall in no event bill the beneficiary for Service provided pursuant to the Agreement;

F. Board certified or Board eligible in the Specialty; and

G. In possession of all customary narcotics and controlled substance numbers and licenses.
Florida Hospital Tampa

<table>
<thead>
<tr>
<th>Campus</th>
<th>Projected Patient Volume</th>
<th>Number of Beds</th>
<th>Required Coverage</th>
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</thead>
<tbody>
<tr>
<td><strong>Florida Hospital Tampa</strong></td>
<td>22,000 plus annual admissions</td>
<td>529 Beds</td>
<td>24/7/365</td>
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</tbody>
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**BASE BID TOTAL**

Surgical Volume and Payor Mix from the Emergency/Transfer Department

<table>
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<tr>
<th>Group Payor Class - FHT</th>
<th>Cases</th>
<th>Payor Mix</th>
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<tbody>
<tr>
<td>HMO/PPO</td>
<td>32</td>
<td>11%</td>
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<tr>
<td>Medicaid</td>
<td>8</td>
<td>3%</td>
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<tr>
<td>Medicaid HMO</td>
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<tr>
<td>Medicare</td>
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<td>Medicare HMO</td>
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<tr>
<td>Other</td>
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<tr>
<td>Self Pay</td>
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<td>12%</td>
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<tr>
<td>Work Comp</td>
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<tr>
<td><strong>Grand Total</strong></td>
<td><strong>294</strong></td>
<td><strong>100%</strong></td>
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ATTACHMENT 3
Top Five (5) Managed Care Plans

1. Blue Cross
2. United
3. Aetna
4. Humana
5. AvMed HMO