## ADDENDUM NO. 2

### Questions / Answers

A. Question and Answers

1. **What will be used as the evaluation criteria to evaluate the experience of 10 years of Multiplace Critical Care facility operations?**
   
   A: This requirement shall be removed.

2. **What supplies will be the Provider be responsible for?**
   
   A: All supplies related to the service.

3. **How will the Provider be compensated for IP and Critical Care patients? Need an exact number here as DRG does not carve out a HBOT rate?**
   
   A: Revenue Code 413 would be used for inpatient treatment. UMC and Vendor would need to negotiate a per dive rate as hospitals are paid either DRG or per diem for inpatient care.

4. **Is UMC firm about the required equipment being two monoplace chambers and a three person multiplace. What other multiplace/monoplace configurations are allowed? Would no monoplace be acceptable?” If the Provider is prepared to offer a larger capacity multiplace chamber, what is the minimum number of monoplace chambers that UMC will accept?**
   
   A: Yes

5. **Will there be different medical leadership than the current part time director. Will the physician be Board Certified in Hyperbaric Medicine?**
   
   A: This is in discussions with the Hospital’s Administration.

6. **In the past contract provided OxyHeal, the payment terms for collection of revenue paid to UMC by Third Party Payers was Net 15 Days for input of invoice by OxyHeal. UMC has a history of delinquent payments to OxyHeal over the past several years. Currently UMC is past due on all payment to OxyHeal since January 2013. Can UMC please clarify the exact payment terms that UMC will guarantee for the term of the new provider contract going forward?**
   
   A: UMC’s payment terms will be NET 30. Accounts Payable will process invoices as soon as possible.

7. **The RFP in the Exhibit H Sample Contract under XVIII Compensation. A. Payment requests that the provider shares in collections based on Number of Patients per year as opposed to Patient treatments. In the past 10 year history of the hyperbaric patient volume, UMC has never reached over 200 patients per year. How does UMC intend to ensure an increased patient volume above their history average to ensure shared collections to the provider? Remember only physicians can refer patients, not a contractor.**
   
   A: It is anticipated that the provider will advertise/promote the capabilities of the hyperbaric center in hope to attract physician referrals. UMC will work in conjunction with Provider to promote hyperbaric services through press releases, UMC’s website and UMC’s television show “UMC Digest.” UMC will have approval on all branding and marketing efforts to ensure they are consistent with UMC’s overall marketing plan.

8. **Additionally, the average patient volume quoted in the question above is a combination of inpatient volume and outpatient volume. As UMC hyperbaric department history is 2/3 outpatient and 1/3 inpatient volume, the highest volume of outpatient only 137 outpatient per year. This again is over the past 10 year history. Will the Number of Patient volume requested in the RFP in the Exhibit H Sample Contract under XVIII Compensation. A. Payment include both inpatient and outpatient volume combined?**
   
   A: Yes
9. The RFP states that the provider will treat all inpatients and outpatients for a reimbursement of collections. Since the current volume and history over the past 10 years has been significantly higher inpatient volume. UMC does not receive reimbursement for inpatient treatments currently under capitation DRG. How will the provider be reimbursed for inpatient treatments? Additionally, how does UMC intend to increase the outpatient volume to ensure an adequate payment to the provider?
   A: Once again all reimbursement must be negotiated per dive. We consider this partnership to be a sub contractual agreement, not requiring UMC to become an advertising Agent for Vendor, but an extension of a hospital service.

10. UMC requires a 24/7 Level 1 Trauma Center with hyperbaric coverage. Understand that the provider will be required to treat emergency department patients after hours which will produce revenue to both the provider and UMC. Will the provider be required to treat after hour hospital in patients without any compensation due to their current DRG capitation?
   A: Provider shall treat all patients directed by a physician that has been approved by the HBO medical Director and fit the selected criteria. Primarily used for emergent case only.

11. UMC in prior years worked with the provider to negotiate third party payer carve outs contracts for inpatient hyperbaric care. These contracts were in place until 2011. At which time, UMC no longer negotiated future carve outs reimbursement contracts for hyperbaric treatments to the provider for their inpatient care. Will UMC again negotiate carve out reimbursement with third party payers for the provider to avoid free inpatient care for 1/3 of the patient volume?
   A: Most of our Provider Agreements with third party payer have a carve out for hyperbaric.

12. The RFP requests that the provider supply all patient supplies needed on a daily basis for the function of the hyperbaric department. Will the provider be required to provide hoods, and all patient supplies for the UMC inpatients for which the provider will receive no income?
   A: All supplies related to the service.

13. In the pre proposal meeting, Healogics stated that they would be willing to provide the medical leadership when the question of dedicated Medical Director question was brought up. According to State, Federal and STARK regulations, the provider is not legally allowed to have a relationship of any kind with the medical leadership, physicians referring patients to the hyperbaric department. Please clarify the intent for a full time dedicated Medical Director to the hyperbaric department. Secondly, please reply as the legal intent of UMC to provided the physician coverage and Medical Leadership to ensure a successful program and patient referral?
   A: See Question 5.

14. Over the past 10 years, OxyHeal has made numerous attempts to market the hyperbaric program to increase patient volume. The hospital refuses to agree to the market tools and printings being offer by OxyHeal which are used in most of our other hyperbaric programs. UMC in the RFP requests that the provider is responsible for all marketing and education of the program. UMC must approve any marketing tools offered by the provider. With the past history of withholding approval for marketing tools, how does UMC intent to ensure that approval will no longer be withheld?
   A: Provider shall work with Contracts Management to facilitate the approval process. UMC will work in conjunction with Provider to promote hyperbaric services through press releases, UMC’s website and UMC’s television show “UMC Digest.” UMC will have approval on all branding and marketing efforts to ensure they are consistent with UMC’s overall marketing plan.

15. The RFP states under Responsibilities of the Hospital. I. Finance Department Support that the provider will have access to patient financial information to ensure accurate billing and collection. Currently the hospital refuses to provide the adequate Explanation of Benefits to verify accurate collection by third party payers. How can the provider ensure that the collections to the provider are accurate when UMC will not allow access to information regarding patient insurance payments?
   A: The new electronic health record has a process to split EOB’s and remits to the specific patient account. This information will be accessible in the HPF patient folder for STAR accounts. All accounts are processed through UMC contract management systems to ensure any variances UMC payer contracts are identified.

16. Will the provider be responsible for payment to UMC for all provider required employee physicals, medical testing and UMC Finance Department computer training?
   A: Employee physicals and medical testing shall be provided by the Provider. Training conducted by UMC will be provided by UMC.

17. With the currently proposed change to health care under the Affordable Care Act. If UMC negotiates any third party payer contracts under capitation (Outpatient), how will the provider ensure proper reimbursement?
A: See Question 15.

18. An attachment to the Exhibit H Sample Contract is Exhibit D Contracted Non Employees. Is the provider at their sole expense required to pay for any and all requirements, training, testing, education and certifications under this policy on behalf of their employees?
   A: Yes.

19. Does UMC want a plan for provision of patient care during construction/remodel estimated to be 30 days? Full service Level 1 or ?
   A: yes

20. Detailed list of supplies to be provided by proposer? Will UMC provide general medical and dressing supplies at cost to the provider?
   A: UMC would be willing to discuss supply costs of any additional medical supplies needed.

21. Should TCOM testing be included in the proposal? If OxyHeal conducts the test will we be paid 100% for the collections.
   A: Yes, if order by a physician. A facility cost would also go to UMC.

22. Promotion of services – What will be UMC’s role in marketing the service? Will they negotiate carve outs for inpatient services provided?
   A: UMC’s Managed Care is looking to negotiate carve out whenever possible. UMC will work in conjunction with Provider to promote hyperbaric services through press releases, UMC’s website and UMC’s television show “UMC Digest.” UMC will have approval on all branding and marketing efforts to ensure they are consistent with UMC’s overall marketing plan.

23. Will UMC assist in obtaining grants for research?
   A: This should be a joint venture.

24. Define “outcome” as requested on General Conditions Section 18-D-7 Page 9?
   A: Outcomes could be patient results, best practices, grants, increase patient volumes…

25. Equipment provided must be compatible with UMC equipment for patient monitoring. Will UMC specify which equipment is approved and provide PM and repair through BioMed to assure safety and proper function?
   A: Yes

26. Item 18-A-5, Page 8 – Burn, Trauma and Critical Care significantly limits who can compete.
   A: Taken into consideration.

27. Item 18-D-7, Page 9 – Define outcome. Patient outcome, volume, etc.?
   A: See Question 25.

28. Item 18-H-3, Page 9 – Will UMC be receptive to removing impediments to attract more paying patients?
   A: This would be open for discussion.

29. Exhibit A II-1, Page 10 – Verification by UHMS requires a seamless management structure integrating the contractor in the facility. The UMC appointed physician medical director is a key factor in attaining verification, a factor which the contractor has little or no control.
   A: This is in discussions with the Hospital’s Administration.

30. Exhibit A II-2, Page 10 – Does non-IRB research count?
   A: Yes.

31. Exhibit A II-10, Page 10 – Does UMC wish to treat indications that are evidence based but not on the CMS or UHMS “approved” list?
   A: This is in discussions with the Hospital’s Administration.

32. Exhibit A II-12, Page 10 – Typo – Need delineation of emergent versus routine treatment to meet “after hours” threshold.
   A: Yes.
33. Exhibit A II-12 vi and ix – OH5K is the OxyHeal owned 12 person rectangular chamber. This conflicts with Exhibit A, Section 1.
   A: These items shall be removed from the Exhibit.

34. Exhibit A II-12 x – Accreditation by UHMS is “owned” by the facility not the contractor. The survey team will be looking at operations as a hospital department. Control of attaining verification rests with the facility. The contractor would be a subject matter expert similar to BBRN to assure that the facility is ready and meets standards. UMC can rightfully expect the contractor to operate in a manner that meets or exceeds the standards required for accreditation. No fee against OxyHeal is acceptable for a Hospital audit.
   A: Noted.

35. Exhibit A IV-1 and 4 - Physicians are privileged by the Medical Staff. Training is available at many locations throughout the US offered multiple times during the year. They are independent of the contractor. However, contractor staff will provide orientation and advice appropriate to their own scope of practice to assure safe operation.
   A: Item 4 will be removed (duplicate).

36. Would you please provide a copy of the current agreement between OxyHeal and Hospital?
   A: This must be requested through UMC’s Request for Public Records Process.

37. Would you please provide a list of any/all installation guidelines set forth by the hospital?
   A: Installation guidelines will be coordinated with the mechanical engineering firm.

38. Would you please provide a CAD design to us depicting what your existing space entails?
   A: CAD drawings are on a CD. They can be provided thru Rob Maher.

39. Are you keeping your existing multi-place chamber?
   1. If yes, would Healogics manage that as well?
   2. If no, who is responsible for the removal expense and preparing the space to accept the new equipment?
   A: (1) No, (2) The current provider is responsible for the removal and the new provider is responsible for the prepping the room for the new equipment.

40. Is there a volume cap/projection for the 2 mono-place chambers?
   A: No

41. If a certain volume/capacity is achieved, will additional chambers be added?
   A: This will be open for discussions.

42. What is the need for a 3 person chamber if the existing multi-place chamber stays?
   A: Non-critical pts could be seen in the 3 person chamber.

43. Since a 3 person chamber is a special order, would you consider allowing a 4-8 person chamber in lieu of a 3 person?
   A: This is in discussions with the Hospital’s Administration.

44. Will both the mono place and multi-place chambers need to have 24/7 critical care coverage?
   A: Yes.

45. Who will provide the O2 and gas supply?
   1. What access is available?
   2. Ground floor?
   3. How large is the space?
   A: Bulk O2 is provided by Prax Air.
   1. 3,000 gallon tank is located in the tank farm at the West side of the campus/
   2. Gas room for portable tanks is located on the 3rd floor in the hyperbaric suite.
   3. Portable tank room is 68 sq/ft

46. Will chambers need to be removed at end of the contract?
   1. If yes, how would we remove?
   2. Who would be responsible for costs involved?
   A: Provider shall be responsible to removal and cost of the equipment after the contract.
47. Are you comfortable with the legal implications of sharing revenue?  
   A: Yes

48. Are you currently UHMS certified?  
   1. If not currently certified, UHMS certification is not possible to obtain within one year of opening (regulations require one year + following application). Is this acceptable?  
      A: Yes with the caveat that if not successful a penalty charge will be assigned.

49. What training is required by the hospital?  
   A: Physician / UHMS guidelines

50. What are your current wound care volumes?  
   A: See attachments

51. Will we be involved in managing the Wound Care service?  
   A: This is in discussions with the Hospital’s Administration

52. Would you consider having one vendor provide wound care with mono-place HBOT and another provide urgent care in a multi-place chamber?  
   A: No

53. Would you consider wound care/HBOT as part of your outreach strategy?  
   A: Yes.

54. Have you made an interim plan for the possible replacement of your multi-place chamber to account for any possible downtime?  
   1. Do you need interim service?  
      A: This is currently being discussed.

55. We would typically pass back all staff expense to the center; is that acceptable?  
   A: This would not work with a revenue sharing contract.

56. Would you please provide all center financials for 2012 and 2013 YTD including new patient volume, total hyperbaric treatments, payer mix, collection percentage, total revenue and expenses?  
   A: See attachments

57. What percentage of the hyperbaric treatments are inpatients in 2012 and 2013 YTD?  

58. What percentage of the hyperbaric treatments are outpatients in 2012 and 2013 YTD?  

59. Would you please provide a full list of all staff including salary, title, credentials, and length of employment?  
   A: The staff is employed by the current provider. UMC does not have specific data to be released.

60. Who currently pays the Medical Director’s stipend?  
   A: UMC

61. What is a Medical Director’s annual amount?  
   A: This must be requested through UMC’s Request for Public Records Process

62. Can you provide current volume data to assist us in determining our proposed pricing? Specifically, how many HBO treatments per month over the last 12 months if possible?  
   A: For calendar year 2012: 185 patients, 5,760 treatments – See attachments

63. Can you provide current HBO patient payer mix and average contractual adjustments by payer for HBO patients? Again, this will assist us in projecting reimbursement.  
   A: See attachments

64. How many physicians make up the current wound care panel and what are their specialties?
65. What is the current staffing in the Hyperbaric Center and what are their salaries (for purposes of estimating staffing expense)?
   
   A: Since the current provider is a contractor we do not have specific employee information.

66. Can you provide any additional detail regarding other expenses in the Hyperbaric Center?
   
   A: These details are not available at this time.

67. Can you provide a copy of the floor plan of the current space where the Hyperbaric Center resides?
   
   A: See Question 39.

68. Our team has some concerns regarding potential space renovation costs without knowing what the condition of the space will be upon the current vendor removing their equipment and specifically what will be needed to complete it. Can you provide any additional guidance on this?
   
   A: Upon removal of equipment the space will be an empty shell. Drop ceiling will be removed, raised floor will be removed. Windows will be removed and the exterior will be opened from the 3rd floor deck to the 4th floor deck. The wall for the equipment room will also be removed.

**Changes**

Remove:

All mentions of OH5K and OH2K throughout the RFP.

Change:

RFP Responses will now be due on July 23, 2013 at 2:00:00pm PST.

**Issue by**

Should you have any questions, please contact me at (702) 207-8846 or via email at robert.maher@umcsn.com.

Issued by:

Rob Maher
Sr. Contract Management Analyst
UMC

**Acknowledgement**

**All Proposals submitted shall include a signed copy of this addendum acknowledging receipt and understanding. Addendums shall not count towards the page limitation.**

Signature: _________________________

Title: _________________________

Company Name: _________________________

Date Received: _________________________