

**CHEROKEE NATION**  
**REQUEST FOR SEALED PROPOSAL**  
**ANESTHESIA SERVICES STAFFING**



**Acquisition Management**  
**On behalf of Health Services**

**CHEROKEE NATION**  
**P.O. Box 948**  
**Tahlequah, OK 74465**  
**(918) 453-5000**

# REQUEST FOR SEALED PROPOSAL (RFP) ANESTHESIA SERVICES STAFFING

## Introduction:

The Cherokee Nation is the federally recognized government of the Cherokee people and thereby has sovereign status granted by treaty and law. Tribal sovereignty is the right to self-governance. The seat of tribal government is the W.W. Keeler Complex near Tahlequah, Oklahoma, capital of the Cherokee Nation. The jurisdictional area of the Cherokee Nation (hereinafter "Nation") covers 14 counties.

The Cherokee Nation Health Services Group administers patient care and oversight for the transactions on behalf of Cherokee Nation; and, is a part of Cherokee Nation. The Nation is seeking sealed proposals from interested parties with previous experience and knowledge to provide anesthesia services staffing as an independent contractor in an ambulatory surgery setting at the Cherokee Nation's Outpatient Health Center in Tahlequah, Oklahoma.

The Nation will be accepting sealed proposals from Indian and Non-Indian parties. Indian preference will be given only to responding parties who provide proof of current certification from the Cherokee Nation Tribal Employments Office (TERO) located in Tahlequah, Oklahoma, telephone number (918) 453-5000. Indian preference will be applied in accordance with current TERO legislation and the Nation's Policy and Procedures. Proof of TERO certification must accompany and be included in proposal submittal.

## General Information:

1. **Purpose of the Request for Proposal (RFP):** The NATION is soliciting detailed, sealed proposals from contractors interested in providing the outlined services for the NATION. The complete scope of work and specifications are included in this RFP.
2. **Business License Requirement:** All contractors must have a valid Oklahoma Business License prior to award of contract.
3. **Other Licenses and Registrations Requirement:** All contractors are required to hold any and all necessary applicable professional licenses and registrations required by law. Proof of professional licenses is required with the proposal. Obtaining and ensuring compliance to all licensing and registering requirements is the complete responsibility of the contractor.
4. **TERO CERTIFICATION & INFORMATION:** Indian preference will be given only to responding parties who provide proof of current certification from the Cherokee Nation Tribal Employments Office (TERO) located in Tahlequah, Oklahoma, telephone number (918) 453-5000. Proof of TERO certification must accompany and be included in sealed proposal submittal.

TERO requirements apply to award of contract. Successful offeror must complete required TERO paperwork and pay all applicable fees in accordance with current Legislative Act for this project.

Please direct any questions for Cherokee Nation Tribal Employment Rights Office (T.E.R.O.) in written format by deadline, **August 28, 2023 by 5:00 p.m** to email [heather-fite@cherokee.org](mailto:heather-fite@cherokee.org) as specified in this RFP. These questions will be addressed by TERO and included in any addendum issued by **August 30, 2023 by 5:00 p.m.** on the website [www.cherokeebids.org](http://www.cherokeebids.org) with RFP announcement (reference section 9 and 10).

5. **Conflict of Interest and Restrictions:** If any contractor, contractor's employee, subcontractor, or any individual working on the proposed contract may have a possible conflict of interest that may affect the objectivity, analysis, and/or performance of the contract, it shall be declared in writing and submitted to Cherokee Nation Acquisition Management (Attn: Heather Fite) no later than **August 28, 2023 by 5:00 p.m.** The NATION will determine in writing if the conflict is significant and material and if so, may eliminate the contractor from submitting a proposal.
  
6. **Verbal Instructions:** Interested parties shall not initiate or execute any negotiation, decision, or action arising from any verbal discussion with any Cherokee Nation employee. Only written communications from the designated Contact Person at Cherokee Nation may be considered a duly authorized expression on behalf of the NATION regarding this RFP. Additionally, only written communications from interested parties are recognized as duly authorized expressions on behalf of the vendor. The same instructions shall apply to any subsequent award and agreement communications.
  
7. **Contact Person:** Any additional information required or questions regarding this RFP should be submitted, by specified deadline, in written format only to:  
Cherokee Nation Acquisition Management  
Attn: Heather Fite  
P.O. Box 948  
Tahlequah, OK 74464  
E-mail: [heather-fite@cherokee.org](mailto:heather-fite@cherokee.org)
  
8. **Deadline for Receipt of Proposals:** Sealed Proposals may be mailed or hand delivered, as long as **one (1) clearly marked, single sided original and 6 copies** are physically received by Heather Fite no later than **September 8, 2023 by 5:00 p.m.** Proposals received after this deadline will not be considered and will be returned unopened. Proposals must be addressed and delivered to the Office of Acquisition Management at the addresses specified in this RFP. No responding party may withdraw their proposal within 90 days after sealed proposal due date.

**PROPOSALS MUST BE RECEIVED ON OR BEFORE September 8, 2023 by 5:00 p.m. TO BE CONSIDERED. PROPOSALS MUST BE SEALED AND CLEARLY MARKED "SEALED PROPOSAL, Do NOT OPEN: ANESTHESIA SERVICES STAFFING." Proposals submitted by e-mail or fax will not be considered.** The envelopes containing the proposals must be **sealed**, addressed to Cherokee Nation, Attn: Heather Fite, Acquisition Management Department, P.O. Box 948, Tahlequah, Oklahoma, 74465. Proposals may also be hand delivered (sent by carrier service) to Cherokee Nation Acquisition Management, Attn: Heather Fite, 17665 S. Muskogee Avenue, Tahlequah, Oklahoma 74464. Proposals will be accepted from Indian and Non-Indian responding parties. Any proposal not received by the stipulated deadline will not be accepted and will be returned, unopened.

- 9. Contractor's Review and Questions:** Contractor's should carefully review this RFP for errors, questionable, or objectionable materials, and items requiring clarification. Contractor's shall put these comments and/or questions in writing and submit them to the Cherokee Acquisition Management (Attn: Heather Fite ) no later than **August 28, 2023 by 5:00 p.m.** at email [heather-fite@cherokee.org](mailto:heather-fite@cherokee.org).
- 10. Addendum to the RFP:** The NATION reserves the right to issue written addendums to revise or clarify the RFP, respond to questions, and/or extend the due date of proposals. Any and all such interpretations and any supplemental instructions will be in the form of written addenda, and will be posted on the Nation's bid website [www.cherokeebids.org](http://www.cherokeebids.org) with the RFP announcement no later than **August 30, 2023 by 5:00 p.m.** No interpretation of the proposal specifications will be made to any interest party orally. Failure to receive any issued addendum or interpretation shall not relieve responding party from any obligation contained in submitted proposal. All addenda so issued shall become part of the contract documents.
- 11. Cancellation of the RFP:** The NATION retains the right to cancel, modify or amend the RFP process at any time, at the NATION's sole discretion. The NATION shall not be responsible for costs incurred by contractors for proposal preparation.
- 12. Proposal Withdrawal and Correction:** A proposal may be corrected or withdrawn by a written request received prior to the date of opening proposals.
- 13. Multiple Proposals:** The NATION shall not accept multiple proposals from the same contractor.
- 14. Disclosure of Proposal Contents:** A proposal's content shall not be disclosed to other contractors.
- 15. Retention of Proposals:** All proposals and other material submitted become the NATION's property and may be returned only at NATION's option.

- 16. Cost of Proposal Preparation:** Any and all costs incurred by contractor's in preparing and submitting a proposal are the contractor's responsibility and shall not be charged to the NATION or reflected as an expense of the resulting contract.
- 17. Delivery of Proposals:** NATION assumes no responsibility or liability for the transmission, delay, or delivery of proposals by either public or private carriers.
- 18. Media Announcements:** Any and all media announcements pertaining to this RFP require the NATION's prior written approval.
- 19. Other Governmental Requirements:** It is the responsibility of the contractor to indicate within their proposal the applicability of any other federal, state, municipal, or other governmental statutes, regulations, ordinances, acts, and/or requirements.
- 20. Qualification of Responding Party:** The Nation may make such investigations as deemed necessary to determine the ability of the responding party to perform the work. The responding party shall furnish to the Nation all such information and data for this purpose upon request. The Nation reserves the right to reject any proposal if the evidence submitted by, or investigation of, such responding party fails to satisfy the Nation such responding party is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional proposals will not be accepted.
- 21. Binding Contract:** This RFP does not obligate the NATION or the selected contractor until a contract is signed and approved by both parties. If approved, it is effective from the date of final approval by the Contracting Officers. The NATION shall not be responsible for work done, even in good faith, prior to final approval of the proposed contract.
- 22. Concerns with the Special or General Provisions:** If a contractor has concerns with either the Special or General Provisions, they should put their comments and/or questions in writing and submit them to Cherokee Acquisition Management (Attn: Heather Fite) no later than **August 28, 2023 by 5:00 p.m.** This will allow time for an addendum to the RFP to be issued, if required, to all recipients of the initial RFP.

The NATION reserves the right to not award or to cancel the award of a contract to a contractor who will not agree to all of the Special or General Provisions of said contract. It is the intent of the NATION to utilize only the NATION'S terms and conditions for any subsequent agreement based on award from this RFP.

An award for this project will be made subject to available funding. Firms are cautioned that proposals should be submitted initially on the most favorable terms, from both a technical and cost standpoint.

- 23. Governing Laws and Contract:** The Cherokee Nation will make this RFP and the successful Contractor's proposal a part of the contract. This RFP and any subsequent contract and related documents shall be construed under the laws of the

United States and where applicable, the Cherokee Nation. Nothing in this RFP, any subsequent documents or contract or related documents shall be construed as a waiver of limitation upon the Nation's sovereign immunity. To the extent this statement is found to be inconsistent with any other language in this RFP or any subsequent document or contract or related document, this statement shall control. This statement shall survive the completion or termination of any subsequent contract. In the event of any dispute which may affect this Agreement, the Contractor agrees the Agreement shall be governed by the laws of the United States, and where applicable, the laws of the Cherokee Nation. The Cherokee Nation will make the final decision on the contract format to be utilized for any award(s) under this procurement. There will be no Arbitration, Mediations or Indemnification clauses, and the Nation will not waive sovereign immunity. By submitting a proposal in response to this RFP, the Contractor agrees to these terms and conditions.

- 24. Laws and Regulations:** The offeror's attention is directed to the fact all applicable State Laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of this project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though written out in full.
- 25. Additional Terms and Conditions:** The NATION reserves the right to include additional terms and conditions during contract negotiations. However, these terms and conditions must be within the scope of the original RFP and will be limited to price, clarification, definition, and administrative and legal requirements.
- 26. Contract Negotiations:** Upon completion of the evaluation process, contract negotiations may commence. If the selected contractor fails to provide the necessary information for negotiations in a timely manner, negotiate in good faith, or cannot perform the contract for any reason, including completion of the project within the amount of funds available for the project and/or as proposed, the NATION may terminate negotiations and negotiate with the next highest ranked contractor, or terminate award of the contract. The NATION shall not be responsible for costs incurred by the contractor resulting from contract negotiations.

## Terms and Conditions

**Acceptance of Conditions Governing the Procurement:** Vendors must indicate their acceptance of conditions governing this procurement in their cover letter.

**Acceptance of Business Associate Agreement:** Vendors must indicate willingness to establish agreement should it be necessary to access protected health information.

**Incurring Cost:** Any costs incurred by the vendor in preparation, transmittal, or presentation of any proposal, or material submitted in response to this RFP shall be borne solely by the vendor. The vendor is responsible for all costs associated with travel for on-site demonstrations.

**Amended Proposals:** Any vendor may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be complete replacements for a previously submitted proposal and must be clearly identified as such in the transmittal letter.

**Vendor's Right to Withdraw Proposal:** Vendors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The vendor must submit a written withdrawal request addressed to Heather Fite, at [heather-fite@cherokee.org](mailto:heather-fite@cherokee.org).

**Proposal Offer Firm:** Responses to this RFP, including proposal prices, will be considered firm for 90 days after the date of receipt of the proposal.

**Proprietary Information:** Any restriction on any data included in any proposals must be clearly stated in the proposal itself. Each and every page of the proprietary material must be labeled or identified with the word "PROPRIETARY".

**Location of Services:** Cherokee Nation's Outpatient Health Center and Cherokee Nation Hastings Hospital located in Tahlequah, Oklahoma.

**Term of Proposed Contract:** The NATION anticipates establishing a contract with the successful offeror with a performance period of one (1) year with the option to renew for three (5) additional years based on satisfactory performance, funding availability, and the mutual agreement of both parties.

Initial Contract ending: September 2024

Option 1 ending: September 2025

Option 2 ending: September 2026

Option 3 ending: September 2027

Option 4 ending: September 2028

Option 5 ending: September 2029

**General Responsibility:** The successful contractor will provide all necessary tools, equipment, parts, supplies, labor and supervision to provide services in RFP scope of work and specifications.

**Contractor's Compensation:** Compensation to the contractor shall be based on specific price and/or rates identified in the Contractor's proposal, as negotiated. This shall include any proposed subcontractor pricing.

**Subcontracts:** Contractor is solely responsible for fulfillment of the contract terms. NATION will make payments only to the Contractor. Contractor must identify in response to this RFP any subcontractors that may perform services on the project. Except for those subcontractors identified by the Contractor in response to the RFP, Contractor shall not subcontract any portion of the services to be performed under this contract without prior written approval of NATION. The NATION reserves the right to approve or disapprove any subcontractors.

Contractor shall notify NATION no less than ten (10) days in advance of its desire to subcontract and include a copy of the proposed subcontract with the proposed subcontractor. Any subcontract must be in writing and contain provisions consistent with the Contractor's obligations pursuant to this contract.

Approval of any subcontract shall not obligate NATION the subcontractor against NATION or its agents, employees, representatives, directors, officers, successors or assigns.

The Cherokee Nation, in giving such acceptance, assumes no responsibility in connection with the terms of the subcontract and their performance will be the responsibility of the Contractor. All sums due to any suppliers must be paid or will be paid within ten (10) days of receipt of any money received from the Cherokee Nation under any executed Agreement.

**Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters:**

The responding party certifies to the best of its knowledge and belief that the person, the firm, or any of its principals are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency or Indian tribe. The offeror will also certify they have not, within a three-year period preceding this Request for Proposal, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, Local or Tribal) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commissions of embezzlement, theft, forgery, bribery, falsifications or destruction of records, making false statements, and are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in this provision. The responding party certifies they have not, within a three-year period preceding this Request for Proposal, had one or more contracts terminated for default by a Federal, State, Local or Tribal agency.



**DRUG AND TOBACCO FREE WORKPLACE:**

- Any Contractor performing work for the Cherokee Nation agrees to publish a statement notifying all employees, subcontractors, and other workers that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against violators of such prohibition.
- The Nation will consider lack of enforcement or lax enforcement of the statement by Contractor a default of the contract.
- The Contractor further agrees to provide all persons engaged in performance of the contract with a copy of the statement.
- A copy of responding party's Drug Free Workplace statement shall be included with the proposal or else the successful responding party will be deemed to accept and agree to use the statement provided by Nation.
- The Contractor understands and recognizes that all Cherokee Nation buildings, whether leased or owned, and the grounds surrounding those facilities are considered by the Nation to be a tobacco free workplace. The Contractor will ensure all employees, subcontractors, and other workers will abide by this policy.

**Indemnity and Insurance:** The Cherokee Nation assumes no responsibility for acts of either the offeror or their employees; therefore, the offeror is responsible for obtaining the insurance coverage the NATION considers appropriate. The offeror will keep harmless, defend, and indemnify the Cherokee Nation against any or all loss, cost, damage, claims, expense or liability for all acts related to services provided including but not limited to Anesthesia Services and enforcement of this contract.

**Before performing contractual services on the behalf of or for the Cherokee Nation, compliance with the following insurance requirements must be verified:**

\*\* Provide a Certificate of insurance naming the Cherokee Nation as a certificate holder and additional insured with respect to general liability, automobile liability, with respect to the services defined in this bid packet. The certificate shall reflect that coverage has been placed with an AM Best Rated Carrier of at least A IX and will contain the following information for each required coverage:

- 1) Type of insurance
- 2) Policy number
- 3) Effective date
- 4) Expiration date
- 5) Limits of Liability (this amount is usually stated in thousands)
- 6) Thirty day notice of cancellation, except ten-day cancellation clause will apply for nonpayment of premium.

\*\* Required Coverages:

Worker's Compensation and Employer's Liability:  
Limits of Liability:  
Bodily Injury by Accident: \$500,000 each accident

Bodily Injury by Disease: \$500,000 policy limit  
Bodily Injury by Disease: \$500,000 each employee  
Contractor's worker's compensation policy shall include a waiver of subrogation in favor of Cherokee Nation of Oklahoma.

#### General Liability

Coverages:

Commercial (including products/completed operations).

Limits of Liability:

Bodily Injury and Property Damage Combined: \$1,000,000 (each occurrence)

Medical Malpractice of at least \$5,000,000 per claim

Managed Care Errors and Omissions Insurance of at least \$5,000,000 per claim

#### Automobile Coverage

Vehicles Covered:

All Autos

Hired Autos

Non-owned Autos

Limits of Liability:

Bodily Injury and Property Damage Combined: \$1,000,000

Excess Liability Insurance with the following limits for each of the liability policies above including Medical Malpractice and Managed Care E&O.

Each Occurrence: \$5,000,000

General Aggregate: \$5,000,000

Liability and excess liability may be satisfied by primary limits, or primary and excess limits.

Cyber Liability Insurance, including third party cyber liability insurance, with limits not less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

Commercial liability, excess, and auto liability policies shall provide coverage to the Cherokee Nation as an additional insured. In addition to the additional insured endorsement, each of the above policies shall also include a waiver of subrogation in favor of Cherokee Nation of Oklahoma. Claims made policies shall continue insurance or maintain tail coverage for at least three years following the expiration of the contract.

**Availability of Funds:** Any contract awarded as a result of this RFP is contingent on the appropriation of funds. A contract award may be terminated or reduced in scope if sufficient appropriations or authorizations do not exist. This vendor will be notified in writing of such terminations. The vendor will accept, as final, the Nation's decision as to whether sufficient appropriations and authorizations are available.

**Legal Review:** The Nation requires that all vendors agree to be bound by the general requirements contained in this RFP. Any vendor concerns must be properly brought to the attention of Shelly McClain, Cherokee Nation Purchasing Manager.

**Governing Law:** This RFP and subsequent agreements shall be governed by, construed, and enforced in accordance with the laws of the United States, and where applicable, the laws of the Cherokee Nation.

**Contract Terms and Conditions:** The contract between the Cherokee Nation and the vendor will follow the standard format of the Cherokee Nation.

**Vendor's Terms and Conditions:** Vendors must submit with the proposal a complete set of any additional terms and conditions that they expect to have included in a contract negotiated with the Cherokee Nation.

**Right to Waive Minor Irregularities:** The proposal evaluation committee reserves the right to waive minor irregularities. This right is at the sole discretion of the proposal evaluation committee.

The Nation reserves the right to determine a proposal acceptable in terms of meeting RFP requirements. The Nation reserves the right to accept or reject any and all proposals received and to negotiate with offerors regarding the terms of their proposals or parts thereof. The Cherokee Nation reserves the right to award a contract in the best interests of the Cherokee Nation.

**Ownership of Proposals:** All documents submitted in response to this RFP shall become the property of the Cherokee Nation and will not be returned to the vendors. Responses received will be retained by the Acquisition Management Department.

**Prompt Payment:** The successful firm agrees to pay all sums due to subcontractors, laborers and material suppliers within ten (10) days of receipt of payment by the Cherokee Nation.

## Review of Proposals

1. **Proposal Format:** Sealed Proposals may be mailed or hand delivered, as long as one (1) clearly marked, single sided original and 6 copies of the complete proposal are physically received by Heather Fite no later than **September 8, 2023 by 5:00 p.m.**
2. **Table of Contents:** The proposal will have a table of contents with page numbers and pages numbered throughout the proposal.
3. **Introduction:** Brief introduction which includes:
  - 1) The contractor's name and address;
  - 2) Statement that indicates the proposal is valid for at least 90 days from the proposal submission deadline;
  - 3) Statement that indicates the contractor's willingness to perform the services described in this RFP;
  - 4) Proof of any other licenses and/or registrations as required by this RFP.
  - 5) A statement that all staff and other resources which are required to perform the services described in this RFP will be made available by your organization over the life of the anticipated contract;
  - 6) Statement that the signatory has authority to bind the contractor; and
  - 7) Signature of authorized individual.
4. **TERO CERTIFICATION:** Indian preference will be given only to responding parties who provide proof of current certification from the Cherokee Nation Tribal Employments Office (TERO) located in Tahlequah, Oklahoma, telephone number (918) 453-5000. Indian preference will be applied in accordance with Cherokee Nation Acquisition Management Policy and Procedures. Proof of TERO certification must accompany and be included in proposal submittal.
5. **Responsiveness:** Prior to evaluation, each proposal shall be reviewed to determine whether or not it is responsive. Nonresponsive proposals shall be eliminated and will not be evaluated. Factors that may result in a proposal being declared nonresponsive are:
  - a. Not providing evidence of meeting the Minimum Requirements.
  - b. Substantive and material conflicts of interest which were not declared and/or were declared and determined to be significant enough that the NATION requested the potential contractor not submit a proposal.
  - c. Substantive and material noncompliance to requirements of the RFP proposal submission guideline.
  - d. Not providing a price or timeline, if applicable.
6. **Evaluation Process:** An evaluation committee consisting of NATION employees shall evaluate responsive proposals. Each proposal shall be independently evaluated by each member of the evaluation committee. The evaluation will be based on the evaluation factors and values stated in this RFP. Discussions,

presentations, and/or site visits, if held, may result in individual evaluation committee members changing their scores. Evaluation factors not specified in this RFP may not be considered.

7. **Evaluation Factors:** The evaluation factors are listed below and must be clearly stated and addressed in the sealed proposal.

The Evaluation Factors and the value of each are:

EVALUATION FACTORS – MUST BE ADDRESSED IN SEALED PROPOSAL	POINTS
1. Cost	30
2. Past Performance Experience with Similar Providers (rural, tribal):	30
3. Customer Service – include Customer Satisfaction Surveys from other similar providers	20
4. References - minimum three from Referring Provider and/or <u>Administrator of hosting facility</u> :	10
5. Indian Preference – TERO Certification (certificate must be included with proposal).	10
<b>TOTAL</b>	<b>100</b>

**Notice of Award:** After award of Contract, award information will be posted on the Nation’s website [www.cherokeebids.org](http://www.cherokeebids.org) with RFP announcement.

## **SCOPE OF WORK, SPECIFICATIONS PROVIDED BY CHEROKEE NATION HEALTH SERVICES GROUP**

Provide Anesthesia Services to Cherokee Nation Outpatient Health Center (CNOHC) and W.W. Hastings Hospital in Tahlequah consisting of services to surgical patients requiring anesthesia services via complete and integrated Anesthesia Services provided by a cohesive group of physicians and Certified Registered Nurse Anesthetists (CRNAs) striving for excellence in provision of anesthesia services, efficiency in operations and utilization of resources, maintenance of quality clinical skills in the administration of anesthesia and care, supervision and consultation for improved care and treatment of patients in the setting of the Outpatient Health Center and W.W. Hastings Hospital and attainment of quality metrics associated with Surgical and Anesthesia Services. Anesthesia Services Provider will coordinate all staffing needs for Anesthesia Services, collaborate with Nursing Services, Administration, and support departments to assure compliance with clinical and administrative goals for patient care.

Such compliance includes but is not limited to participation in the Cherokee Nation Health Services Quality Management System by providing appropriate, criteria driven, performance data, and other pertinent services quality information as requested.

This arrangement will facilitate administration of the Anesthesia Services personnel, relationships with the Hospital and Outpatient Health Center, availability of Anesthesia Providers for professional services and consultation, and assurance of coverage by Anesthesia Providers as required by agreement.

Anesthesia Services Provider will provide licensed and qualified anesthesiologists and CRNAs approved by Cherokee Nation Health Services who will provide professional anesthesia services, perform physician supervision required for performance of Anesthesia Services, and consultative services to other members of the Medical Staff required to meet needs of patients, and provide this service in a timely manner.

The Outpatient Health Center and Hospital's needs concerning Anesthesia Services will consist of the following settings:

1. Expected hours of operations 7AM-4PM with additional coverage for add-on cases, call back, and emergent cases.
2. Two endoscopy suites at The Outpatient Health Center and future expansion of one endoscopy suite at Hospital
3. Five operating room suites at The Outpatient Health Center and four operating room suites at W.W. Hastings Hospital.
4. Future expansion at W.W. Hastings Hospital to include two catheterization laboratory
  - a. One cardiac catheterization laboratory

- b. One hybrid catheterization laboratory
- 5. It is anticipated based on history and experience that the initial need for Anesthesia Services to serve Endoscopy, General Surgery, Orthopedics, Podiatry, OB/GYN and Dental Services is:
  - a. 2 Anesthesiologist on-site five (5) days per week
    - i. 1 at W.W. Hastings and 1 at CNOHC
  - b. 11 CRNAs on-site five (5) days per week.
  - c. Future expansion of services could include but not limited to Interventional Radiology, Gastrointestinal, Cardiology, Neurology, Ophthalmology, Urology, Trauma, ENT, and Nephrology.
  - d. Of the initial 13 projected FTE, 1 roamer during the normal workday at CNOHC and WWH Hospital.
- 6. There will be Pre-Anesthesia Testing visit for each procedure performed except in an emergency. Elements of this visit could be performed in the CNOHC and/or WWH Hospital requiring integration of Anesthesia Services with assigned nursing personnel at each or both location.
  - a. Open Access endoscopy is being developed to streamline this process for endoscopy procedures
  - b. Input from Anesthesia services on modernizing the PAT process
- 7. One provider for after-hours call and one provider for OB/GYN after-hours call.

The Anesthesia Service Provider will designate an Anesthesiologist to serve, upon approval of Cherokee Nation Health Services, as the Chair of Anesthesia Services for the Outpatient Health Center and W.W. Hastings Hospital. This role will coordinate efforts between Cherokee Nation Health Services (CNHS) and Anesthesia Services, including:

1. Assist Company in Company's obligation to provide Anesthesia Providers upon approval by Hospital, including participation in the recruiting, evaluation, monitoring, and/or proctoring of applicants for appointment and reappointment to the Medical Staff for privileges or change of credentials;
2. CNHS is a teaching hospital and Anesthesia may be required to precept;
3. Coordinate the Anesthesia Provider coverage schedule;
4. Recommend policies and procedures to the CNOHC and Hospital concerning administration of Anesthesia Services and implement and oversee adherence to such procedures upon adoption by Hospital as well as the Medical Staff Bylaws, rules and regulations, state licensure requirements, the requirements of any special Anesthesia Services accreditations, and the requirements of the Det Norske Veritas (DNV) Germanischer Lloyd (GL);
5. Address complaints involving Anesthesia Providers;
6. Monitor overall patient care provided in Anesthesia Services, and oversee procedures to evaluate the consistency and quality of such patient care;

7. Participate in Hospital, Surgical, and Medical Staff committees as requested;
8. Prepare and submit to the CNOHC and Hospital a monthly status and quality improvement report on Anesthesia Services activities as reasonably requested by Health Services;
9. Provide technical advice and assistance to CNOHC and Hospital as appropriate to facilitate the selection of equipment, modification, or expansion of the facilities;
10. Assist the CNOHC and Hospital in fostering good community relations by appearing on behalf of the Hospital and the Anesthesia Department before medical and lay organizations, and by attending such community functions as reasonably may be requested by Hospital;
11. Cooperate and participate in quality assurance, utilization review, and other patient care evaluation conducted by Hospital and/or the medical staff in conjunction with the Hospital's peer review committee; and
12. Act as liaison among Company, Anesthesia Providers, and members of the Medical Staff of Hospital/CNOHC and administration of Hospital/CNOHC.
13. Collaborate and oversee WWH inpatient Anesthesia Services to assure seamless delivery of Anesthesia Services.
14. Collaborate with Health Information Technology to utilize an Anesthesia Information Management (AIM) software platform agreeable to both entities for purposes of documentation of anesthesia care in manner that integrates with current electronic medical record (EMR) in use by Cherokee Nation Health Services.



<b>Staffing Matrix for W.W. Hastings Hospital and The Cherokee Nation Outpatient Health Center (CNOHC)</b>	<b>Operating Room Suites</b>	<b>Endoscopy Suites</b>	<b>Catheterization laboratory</b>	<b>C-Section Rooms</b>
<i>Current Needs</i>	5 OR Suites – CNOHC 4 OR Suites – W.W. Hastings	2 Endoscopy Suites - CNOHC		
<i>Future Needs when new Hospital is operational</i>	5 OR Suites – CNOHC 4 OR Suites – W.W. Hastings	2 Endoscopy Suites – CNOHC 1 Endoscopy Suite – W.W. Hastings	1 Cardiac Cath Lab and 1 Hybrid Cath Lab – W.W. Hastings	2 C-Section Rooms – W.W. Hastings

The CONTRACTOR shall develop and maintain an ongoing Quality Management Program that will require data collection, analysis and action on an ongoing basis. The specific measures will be defined by the NATION and Quality Management Program, and shall be based upon patient outcomes, modifications in regulatory requirements and third party payor agreements. The Categories that comprise the Performance Profile to be issued as part of the Quality Management Program, focus around structure, process, patient care flow, unexpected outcomes and specific issues related to Services. Examples may include:

- a. Inpatient staff credentialing;
- b. Clinical Competencies;
- c. Clinical treatment record review;
- d. Patient safety;
- e. Infection control;
- f. Patient satisfaction;

The CONTRACTOR shall be required to maintain an unrestricted license and unrestricted privileges to practice medicine in the State of Oklahoma, be a Board Certified, and maintain professional liability insurance in the amount of One Million Dollars (\$1,000,000.00) per occurrence and One Million (\$1,000,000.00) aggregate for all Professional Services rendered by it or its provider(s). Within thirty (30) days of execution of this Agreement, the CONTRACTOR shall deliver certificates of insurance to the NATION, demonstrating such coverage.

The CONTRACTOR shall search the List of Excluded Individuals and Entities (LEIE) at least once each calendar month to assure that no individual or entity providing administrative, clerical, or clinical services under this Agreement are currently listed on the LEIE. CONTRACTOR shall notify the NATION within five (5) calendar days of determining that any individual or entity under this Agreement is listed on the LEIE and immediately remove such individual or entity from performing services under this Agreement.