

**The University of Mississippi Medical Center  
Response to Request for Proposals for the  
Lease of Greenwood Leflore Hospital**

## 2022 Proposal for Greenwood Leflore Hospital

### I. Minimum Qualifications to Respond

A. Each Bidder is required to propose a Lease without Purchase Option and to identify the prospective Lessee, if different from the Bidder. Each Bidder should also describe the organizational and ownership structure of the proposed Lessee, and certify each of the following (or prior to the Bid Submittal Date **secure a waiver** from the City and County for any item that Bidder cannot so certify) in order to submit a response to this RFP:

1. At least ten (10) years operational experience of licensed hospitals by the proposed Lessee submitting the proposal (experience of the Bidder's affiliate or predecessor companies may be submitted with explanation of relationship to Bidder's current management team);

*The University of Mississippi Medical Center has been in operation since July 1, 1955. The organization has over 67 years of operational experience in hospital operations.*

2. Neither Bidder nor its affiliated companies has been indicted or convicted of any criminal offense that could result in exclusion of the Bidder or an affiliate of the Bidder being excluded from Medicare, Medicaid or other federal healthcare programs;

*Neither the University of Mississippi Medical Center nor its affiliated companies have been indicted or convicted of any criminal offense that could result in exclusion of the bidder from Medicare, Medicaid or other federal healthcare programs.*

3. Bidder and its affiliated companies have never been suspended or excluded from participation in Medicare, Medicaid or other Federal healthcare programs;

*Neither the University of Mississippi Medical Center nor its affiliated companies have ever been suspended or excluded from participation in Medicare, Medicaid or other Federal healthcare programs.*

4. Submit proof of adequate financial resources available to the prospective Lessee to lease and operate the leased assets, including without limitation, copies of most recent audited financial statements reflecting assets allowing the proposed Lessee (or parent company) to meet the minimum commercial requirements set

forth in Section IV of this RFP, any parent or affiliate guarantees to be offered, any public credit ratings, and if the Bidder anticipates financing the lease through an affiliate, the Bidder should submit similar information with respect to that affiliate;

Current financial statements can be found here:  
<https://www.umc.edu/Comptroller/FinancialStatements.html>

5. Guarantee that appointments to the Medical Staff of the Lessee are and will be made and access to services is and will be provided without regard to economic status, physical status, race, ethnic origin, sex, age or religious affiliation;

*UMMC neither tolerates nor condones discrimination at its facilities. UMMC expects that all appointments to the Medical Staff would be made without regard to economic status, physical status, race, ethnic origin, sex, age or religious affiliation. Access to services will be provided without regard to economic status, physical status, race, ethnic origin, sex, age or religious affiliation.*

6. Demonstration or certification the prospective Lessee will agree to guarantee the provision of the following level of services following the Closing, at a minimum: continuation of charity care no less than current levels; continuation of general acute care beds, rehabilitation, surgery and emergency room services as currently offered, unless the County and City agree to a reduction in services. The Bidder shall also explain how currently offered specialty services will continue to be available to residents of the service area, and recruitment efforts that will be undertaken by the Bidder to recruit and retain these specialists in the County and City;

*The University of Mississippi Medical Center provided 280 million dollars in uncompensated care in fiscal year 2021. The University of Mississippi Medical Center will commit to provide continued support for charity care within the service area. Pursuant to Miss. Code Ann. § 37-115-27 "... All University of Mississippi Medical Center locations shall provide in the aggregate not less than fifty percent (50%) of their services to indigent persons including qualified beneficiaries of the State Medicaid Program." The University of Mississippi Medical Center will commit to provide healthcare services to the community based on community need and sustainability. As the state's only academic medical center UMMC offers the widest service portfolio available within the state. UMMC is committed to extending those services to the citizens in the Greenwood Leflore community. Currently offered services will continue to be available to the community as determined through community need and financial viability, in UMMC's sole discretion. UMMC is committed to ensuring that the healthcare needs of the*

*Greenwood Leflore community are met and healthcare remains viable for citizens of the community.*

7. Bidder must certify that it has full legal or corporate authority to submit its binding lease proposal, as evidenced by certified copy of board minutes, which should be included with the proposal.

*UMMC is governed by the Board of Trustees of the Mississippi Institutions of Higher Learning (the "IHL Board"). UMMC has advised the IHL Board that UMMC is submitting this proposal but the approval of the IHL Board is not required for this submission. Pursuant to Mississippi Code Annotated § 41-13-15(7)(a), prior to the lease of GLH to UMMC, the IHL Board will be required to authorize the definitive lease agreement and the terms and conditions of the lease. If the Board ultimately authorizes UMMC to enter into a lease of GLH, a certified copy of the IHL Board's minutes will be made available in connection with the closing and consummation of such lease transaction.*

8. Annual or monthly rent payments for real property and tangible property.

*The University of Mississippi Medical Center proposes to pay a rental amount sufficient to cover the cost to maintain property insurance for the real and tangible property in such coverages and amounts as are acceptable to UMMC.*

9. **Neither the County, City nor the Hospital intend to pay premiums for prior acts professional liability coverage for its licensed employees and prior operations that have been subject to statutory sovereign immunity. However, the Hospital's professional and general liabilities are covered under the Mississippi Tort Claims Act.** Each Bidder shall describe the prospective Lessee's current insurance program.

*The University of Mississippi Medical Center's professional and general liabilities are covered under the Mississippi Tort Claims Act.*

10. In the event the Bidder or the proposed Lessee is another governmental entity enjoying statutory sovereign immunity, such Bidder should explain how it will protect the County and City from claims or liability arising following the Closing in absence of ability to provide an enforceable third party indemnity. If such governmental Bidders believe that they have authority to issue valid indemnities to the County and City, they should include a binding legal opinion addressed to the County and City to such effect as part of the binding proposal.

*The University of Mississippi Medical Center, as another governmental entity, is not and will not be in a position to protect the City and County from claims of liability arising prior to or following the Closing.*

**B.** In addition to the foregoing minimum requirements, each Bidder is requested to provide the following background information to aid in the evaluation of Bids:

- 1.** A record of community service in the communities in which institutions affiliated with the Bidder are presently located. Bidder should include public education, indigent care and similar programs that it currently provides and would anticipate extending to its operations in Greenwood and Leflore County if its proposal is successful.

*The University of Mississippi Medical Center is active in community service in all communities where its facilities are located. Examples of this community service are attached in exhibit 1.*

- 2.** Each Bidder should list any other managed care program in which the Bidder participates but in which Hospital is NOT currently participating (i.e., not listed on Exhibit 8) that is proposed by Bidder to be expanded so that the covered services under such new managed care plan will be offered in the leased facilities in Greenwood under such program to its beneficiaries.

*See exhibit 2.*

- 3.** Each Bidder should describe the accreditation status of facilities it currently operates and whether it intends to maintain Joint Commission or other accreditation for the Hospital following the Closing.

*The University of Mississippi Medical Center facilities are accredited through either The Joint Commission or DNV. UMMC would plan to maintain accreditation for the hospital similar to what it maintains for its other community based hospitals.*

- 4.** Each Bidder must specify whether it proposes operations on a for-profit or non-profit basis.

*UMMC would operate Greenwood Leflore Hospital as an additional UMMC facility, which all operate as part of the statutorily created medical center, a governmental entity of the State of Mississippi.*

**II. Description and Background of Greenwood Leflore Hospital and Related Assets Offered for Lease**

**A. The Hospital**

The Hospital is a community hospital organized pursuant to the Mississippi Community Hospital Act which is jointly owned by Leflore County, Mississippi, and the City of Greenwood. It is licensed to operate 208 inpatient beds, 9 of which are Intensive Care, and 20 Rehabilitation beds, outpatient care facilities and physician clinics. The Hospital is governed by a 5-member Board of Hospital Commissioners, 2 who are appointed by the Board of Supervisors of Leflore County, 2 who are appointed by the Mayor and City Council of the City of Greenwood, and 1 who is jointly appointed by both Owners. The Hospital is an independent enterprise held and operated separately and apart from the other assets and activities of the City or County. The Hospital is not a taxable entity and does not file income tax returns.

Assets excluded from the potential Lease consist of Hospital cash in depositories, accounts receivables, cost report settlements and other excluded assets as described on Exhibit 14. Liabilities excluded from the potential Lease consist of accounts payable, other current liabilities, debt and lease obligations.

**B. Currently Leased Facilities**

1. The Hospital currently leases from third parties the facilities and equipment as listed in Exhibit 9.
2. The Hospital currently leases to other providers space and facilities described on Exhibit 10.

Each Bidder should explain in its bid whether it desires for any or all of the current leases to be terminated or whether the Bidder desires to assume the Hospital's rights and obligations under the current leases.

UMMC would not assume hospital rights and obligations under the current leases, but would rather enter into new contracts for any lease arrangements which it believes advisable to continue.

**C. Governing Board and Patient Base**

The Hospital is a governmental component unit of Leflore County, Mississippi, and the City of Greenwood, Mississippi, and has financial accountability to the County and the City. From the review of Carr Riggs & Ingram, LLC, approximately 85 percent of the inpatient utilization from all of the citizens of Leflore County is obtained from the Hospital and approximately 58% of the Hospital's inpatients reside in Leflore County. (See Exhibit 3). The Hospital is governed by a five-member Hospital Board, two of whom are appointed by the Board of Supervisors of Leflore County, two of whom are

appointed by the Mayor and the City Council, and one of whom is jointly appointed by both Owners. This board will not dissolve upon the execution and delivery of a long-term Lease, but will dissolve upon closing of the Lease, as applicable, except to the extent such Board may be retained to wind down the affairs of the hospital district and as a fiduciary for the Retirement Plan as described in Exhibit 13. It is desired and viewed as a minimum condition that the transition period from the signing of the Lease until hospital operations commence by the Lessee upon Closing will occur without any interruption of service for hospital patients or any undue interference or disruption of the practice of medicine by Hospital's Medical Staff.

#### **D. Executory Contracts**

A list of material executory contracts is attached as Exhibit 8 and facility and space leases are in Exhibits 9 and 10. **Only those Bidders who sign and return to Hospital the Proprietary Information Agreement attached as Exhibit 2** hereto will be entitled to review most of these contracts that the Hospital will make available via a secure document web-based virtual library from the Bidder's location. However, some physician contracts will be available only at the Hospital during a second stage of due diligence conducted only by those selected bidders who submit responsive bids demonstrating compliance with the minimum requirements in Part I.A above. Each Bidder should specifically define in its proposal any contract made available for viewing during the pre-bid due diligence on Exhibits 8 - 10 that it does not agree to assume.

In addition the County and City intend for the successful Bidder to assume additional purchase orders for supplies and goods that are not specifically itemized but are routinely issued by the Hospital in accordance with applicable public purchase laws and in the Hospital's normal course of business, including without limitation, contracts and purchase orders issued during the transition period between execution of the Lease and the Closing.

UMMC would not assume any contractual obligations of the Hospital, but would rather enter into new contractual relationships with any vendors whose services or supplies UMMC deems necessary for the operations it would undertake if selected as the winning bidder.

#### **E. Selected Summary Financial Information**

The audited financial statements with opinions and footnotes, for the years ending September 30, 2021 and 2020 and the most recent unaudited financial statements for 2022 are available. See Exhibits No. 4 and 5.

### **III. Objectives of the County and City**

#### **A. General**

The County and City are seeking a qualified Lessee of the Hospital assets to maximize the total value of the County and City's healthcare facilities, to provide for the continued operation of the facility as a general acute care hospital, and rehabilitation services unit. Services should be continued without interruption during the transition from operation by the Hospital Board to operation by the Lessee and the Lessee should agree to assist the Medical Staff in providing the highest quality medical care at the lowest reasonable cost to the residents of County and City and the Hospital's service area. Thus, each Bidder should evidence its commitment to quality service and its ability and willingness to work with and expand the Medical Staff, to continue existing Hospital services and to obtain all regulatory approvals for the transition expeditiously. Each Bidder should also outline or summarize its short and long range recommendations with respect to strategic issues, competitive assessments, service growth, physician mix and recruitment, facility and equipment upgrades, and its ability to expand or enhance hospital and professional physician services to be made available to citizens by the Hospital following the proposed lease.

*The University of Mississippi has the primary goal of operating a viable healthcare system to support the citizens of Leflore County. Just as UMMC has done in Grenada and Lexington, we will assess the community need as well as current and future trends in healthcare delivery to establish short- and long-range plans that ensure a healthcare delivery system for the community that maximizes services in a financially responsible structure. UMMC is uniquely positioned to enhance the services to the community through an extension of our specialty services within the service area. Integrating the operations of Greenwood Leflore Hospital into the UMMC system will strengthen the services provided to the community while moving toward long-term viability.*

## **B. Employment**

The County and City also desire to maximize opportunities for its medical staff and its workforce. In addition to the assumption of written key contracts with physicians and physician groups as listed on Exhibit 8, it is the specific desire of the County and City that currently offered services remain available to the community and that all Hospital employees who are not subject to written contracts be offered continued employment from the Closing of the lease on terms substantially equivalent or better than current salary and benefit programs. Bidders should address their ability or intention to meet the desire of the County and City.

*The University of Mississippi Medical Center is unable to commit to maintaining all hospital employees or contracted physicians. UMMC is committed to operating a viable healthcare system to support the needs of the Greenwood Leflore community. Therefore, we will hire employees and contract with physicians as necessary to meet the needs of the facility.*



### **C. Capital and Service Line Improvements**

Each Bidder should propose any capital and service line improvements it will commit to finance and implement and the time table for these enhancements.

*The University of Mississippi Medical Center does not currently propose any capital or service line improvements but will commit to evaluate any such improvements for community need and viability.*

## **IV. Requirements for the Lease of the Facility**

### **Amounts Bid and Payment Terms**

For the Lease, the rent terms must be described for any Lease proposal, and remedies for material default under a proposed Lease must include the right of the City and County to terminate the Lease and have a reversion of the Hospital license, certificate of need and other assets.

*The University of Mississippi Medical Center would, subject to approval by the IHL Board, agree to lease terms which adequately describe the terms thereof, including default provisions.*

### **Other Commercial Terms**

The terms and conditions of any lease of the Facility must contain certain minimum requirements in addition to the rent being proposed. For each such requirement, Bidders should address the manner and method of accomplishing stated objectives and a scheduled timetable for their achievement. Minimum specific requirements applicable to the lease proposals to be included within any proposed Lease are as follows:

#### **A. Hospital**

RFP Non-Negotiable Requirement: The Hospital is a general acute care hospital. It is the Owners' requirement that the hospital continue to be located in Greenwood, Mississippi and that medical services remain available to the community, including without limitation charity care funded by successful bidder following the Closing, unless the City and County agree otherwise as a result of changes in laws, reimbursement or other circumstances beyond the Lessee's control. Bidders should specifically indicate any suggested additions or changes in Hospital or professional services that are contemplated as a part of their proposals.

*The University of Mississippi Medical Center is committed to providing medical services to meet the needs of the Greenwood Leflore community. To the extent community need supports, and the current and future state of healthcare enable viability, services will be provided. Given the current nature of services and the uncertainty of what services will be operating at the time of the lease, UMMC is*

*unable to commit to any specific service offerings or changes at present. As more fully described in Section I.A.6. above, UMMC commits to providing charity care at the facility. UMMC's current charity care policy is attached as exhibit 3.*

## **B. Medical Staff**

**RFP Non-Negotiable Requirement:** Bidders should also commit that the selection of individuals as members of the Medical Staff will be made without regard to economic status, disabilities that do not prevent performance of duties inherent to the practice of medicine, race, ethnic origin, sex or age.

*UMMC neither tolerates nor condones discrimination at its facilities. UMMC expects that all appointments to the Medical Staff would be made without regard to economic status, physical status, race, ethnic origin, sex or age.*

**RFP Non-Negotiable Requirement:** Bidders should commit to continue requirements for Board certification and continue other policies and procedures as set forth in the existing Medical Staff Bylaws, Rules and Regulations and policies for some period of time. Any proposed changes and the time-frame for working with the medical staff for proposed implementation of changes should be discussed in proposals.

*The University of Mississippi Medical Center will commit to not take any action which would result in a change in the current Medical Staff Bylaws, unless same are required due to a conflict with any relevant legal or regulatory requirements, etc. for a period of 3 months to allow for an assessment and integration with the overall system.*

**RFP Negotiable Requirement:** Bidders should document their plan for recruitment and retention of additional specialty physicians.

*The University of Mississippi Medical Center is committed to recruiting and retaining specialty physicians in the service area as identified to meet community need and viability.*

## **C. Access to Services**

**RFP Non-Negotiable Requirement:** All residents of Leflore County, including, without limitation, Medicaid, charity, racial and ethnic minorities, women, handicapped persons and the elderly, should have access to the services of the Hospital following the Closing without regard to insured status. Each Bidder should affirm that all such individuals will have access to Hospital services on a non-discriminatory basis.

*The University of Mississippi Medical Center affirms that all residents of Greenwood Leflore community will have access to available hospital services on a non-discriminatory basis.*

*UMMC's statement on patient rights includes the following provision:*

*Patients have the right to:*

*Receive considerate, respectful delivery of care regardless of age, race, color, national origin, culture, ethnicity, language, socioeconomic status, religion, physical or mental disability, sex, sexual orientation, gender identity or expression, or manner of payment.*

#### **D. Insurance**

**RFP Non-Negotiable Requirement:** Each Bidder must agree to maintain adequate property and liability insurance. See and specifically address the minimum liability insurance discussion in Section I. A.11 above so as to fully address loss of immunity concerns.

*As a governmental entity of the State of Mississippi, UMMC enjoys protection under the Mississippi Tort Claims Act. Property insurance covering UMMC's property is procured and maintained through the IHL Board.*

**RFP Negotiable Requirement:** In case of a proposed Lease, the property insurance for the leased assets and operations must be equivalent to that currently in effect, and if less than replacement value, amounts must be acceptable to the County and City, with the County and City named as loss payees.

*UMMC anticipates making rental payments to the City/County in an amount which would cover the premiums for property insurance to be maintained by the City/County in such coverages and amounts as are acceptable to UMMC. UMMC would insure its investment and operations in accordance with the recommendations and requirements of the IHL Board.*

#### **E. Term and Restraints**

**RFP Negotiable Requirement for a Lease Proposal:** The Bidder should indicate the period of time for which it is willing to lease the Hospital from the County and City. An initial term of at least twenty (20) years is contemplated by the County and City, however, shorter or longer terms not to exceed fifty (50) years will be considered and are negotiable. The Lessee's lease rights will be subject to compliance by the Lessee with the terms and conditions of a lease agreement, which shall include, at a minimum, the non-negotiable items set forth in this Section IV.

*UMMC anticipates an initial lease term of ten (10) years with three (3) subsequent renewal options of ten (10) years each.*

**RFP Non-negotiable Requirement:** No sublease or assignment of any lease during the entire lease term, and no lease or other transfer of Hospital real property shall be

allowed during twenty (20) years from the Closing of a lease without prior approval of the County and City.

*UMMC anticipates provisions within the lease which allow UMMC to sublease or assign, in whole or part, as deemed necessary and appropriate by UMMC, to sustain a healthcare system which meets the community's needs while remaining viable.*

**F. Rent**

**RFP Negotiable Requirements:** The Bidder should clearly state the amount of rent that it is proposing to pay for the lease for the Hospital. The rent should be based on the value of the land, licensed beds and services and facilities owned by the County and City. Rent values should be designated as for real property and tangible property.

Moveable tangible property and other current assets for which title is held by the Hospital, instead of the County and City, are intended to be purchased or leased by a successful Bidder at the Closing of any Lease resulting from this RFP. The lease value of tangible property and method of valuing the inventory of consumable items as of the Closing should be specified as part of any Lease proposal.

*The University of Mississippi Medical Center proposes to pay a rental amount adequate for the City/County to maintain the property insurance on the facility and its contents in such coverages and amounts as are acceptable to UMMC.*

**G. Current Assets/Current Liabilities**

**RFP Negotiable Requirement:** Each Bidder should address the assumption of current assets and liabilities of the Hospital as of the Closing. In addition, the value of the Hospital's inventory of tangible, consumable items on hand as of Closing and proposed to be transferred to the Lessee shall be determined by a physical inventory to be conducted immediately prior to Closing.

*The University of Mississippi Medical Center will purchase the inventory on hand at closing which is determined to be usable inventory in UMMC's sole discretion; the price of such purchase will be based on a book value.*

UMMC expects that all cash, cash equivalents, cash-like items and receivables (including from government and third party payors) will be deposited in an escrow account to be used to satisfy all trade payables, debts, obligations, expenses and other pre-closing liabilities of the Hospital.

**H. Debt**

**RFP Non-Negotiable Requirement:** Each Bidder should explain whether it intends to assume the Hospital's existing, disclosed debts and its lease obligations, including the Hospital's unfunded pension liability as described in the actuarial report in Exhibit 13.

*The University of Mississippi Medical Center does not propose to assume any of the current debts, liabilities or any other obligations of the hospital, including but not limited to its unfunded pension liability.*

**I. Indemnification**

**RFP Non-Negotiable Requirement:** The prospective Lessee should agree to indemnify and to hold the City, City officials, County, the members of the Board of Supervisors and other County officials and the Hospital Board members and the County's and City's respective officers, employees and agents harmless from and against any and all liability arising in connection with the operation of the leased assets by the Lessee from and after the date of Closing. In the alternative, Bidder may explain any exception or explain any alternative claims escrow or insurance that will be provided at the Bidder's cost to assure equivalent protection. Each Bidder should also acknowledge that the City and County do not have statutory or constitutional authority to providing binding reciprocal indemnification.

*UMMC does not have statutory authority nor does it propose to indemnify nor hold the City, County, Board, or any other entities or individuals harmless from and against any liability arising in connection with the operation of the facility. UMMC will be responsible for its own acts and omissions insofar as authorized under the Mississippi Tort Claims Act.*

**J. General Employment and Benefit Continuation**

**RFP Non-Negotiable Requirement:** Each Bidder should indicate its willingness to continue to offer employment to those employees of the Hospital on the Closing for at least 12 months from the Closing at terms of employment equal to or better than currently in effect or such longer period as may be contained in any written physician contract listed on Exhibit 8. Termination for "cause" during such 12 months or longer continuation term shall be allowed in the Lessee's discretion. To the extent possible transferred employees generally should be given credit for all prior service with Hospital with respect to benefit plans provided by Lessee, except as otherwise explained in the bid and agreed by the County and City. **A summary comparison of Hospital's current benefit plans with the benefit plans to be offered by the Lessee should be included with each bid.**

*As previously described in response to Section 3.B. above, UMMC is unable to guarantee the employment of any current employee of the Hospital. For those individuals who are offered and accept employment with UMMC or one of its affiliates, the benefit offerings available to employees at its other locations would be offered to employees at the Greenwood Leflore facility.*

**K. Accounts Receivable of Hospital**

**RFP Non-Negotiable Requirement:** Each Bidder should indicate if it intends to assume the Hospital's provider numbers, as well as related contingent liabilities for retrospective payer adjustments, recoupment, etc.

*Pending additional due diligence, UMMC anticipates assuming Hospital's provider numbers. The University of Mississippi Medical Center proposes to contract with the Hospital to collect all of Hospital's outstanding accounts receivables, which would be escrowed to cover liabilities or obligations related to pre-closing operations of the Hospital, including, but not limited to, any payer adjustments, recoupment, etc. associated with the Greenwood Leflore Hospital provider numbers. That contract would be based on negotiated terms as part of the definitive agreements. Any liabilities, debts or obligations related to pre-Closing operations for which the escrowed funds are insufficient would remain the responsibility of the City/County.*

#### **L. Option Rights**

**RFP Negotiable Condition:** Any lease proposal shall also specify the right and option of the City and County to acquire equipment and other moveable property acquired by the Lessee after the Closing and then in use at the expiration or termination of the Lease Term for a price not to exceed net book value, and all other moveable equipment or property acquired from the Hospital, County or City that may still be in use at the expiration or termination of the Lease shall be returned to the County and City without any payment due.

*The University of Mississippi Medical Center would, subject to approval by the IHL Board, would agree to lease terms which provide a process by which property is transitioned to/acquired by the City/County as allowed by applicable law, at the expiration or earlier termination of the lease.*

#### **M. Warranty Disclaimers**

**Non-Negotiable Requirement:** The County and City intend to provide standard representations regarding due authorization for the Lease and ability to transfer leasehold title to all the assets to be sold or leased to the successful bidder. However, other than warranties as to title, the assets of the Hospital will be leased on an "AS-IS, WHERE-IS" basis without any express or implied warranties as to value, quality or suitability of the assets being sold or leased, and each Bidder should acknowledge that all implied warranties relating to the condition of the Hospital's tangible assets will be disclaimed and waived.

*UMMC acknowledges the County and City's intent as described above, however subject to further due diligence, UMMC will have certain requirements with respect to how this issue is addressed in the lease.*

#### **N. Environmental**

RFP Negotiable Requirement: In the event of a Lease proposal, the County and City desire to obtain a Phase I (Baseline) environmental study with respect the Leased Facilities prior to the Closing and an updated Phase I study at the end of the lease. Each Bidder proposing a lease should propose payment responsibility for these environmental studies.

*UMMC would agree to be responsible for payment of the fees associated with obtaining a Phase 1 environmental study prior to Closing.*

#### **O. Jurisdiction**

RFP Non-negotiable Requirement: Bidders must acknowledge that any Lease will be governed by the laws of the State of Mississippi and must consent to jurisdiction of the local or state courts located within Leflore County, Mississippi for adjudication of any disputes among the parties to the proposed Lease.

*UMMC acknowledges that any lease will be governed by the laws of the State of Mississippi.*

#### **V. Timetable and Instructions for RFP Process**

##### **A. Timetable**

1. Accepting to Bid. Bidders are requested to notify the City and County at the address and email addresses shown in Section V.A.2 below, and with outside of envelope or email subject line marked "Notice of Intent to Bid Hospital Transaction" if Bidder desires to receive a PIA and thereafter submit a bid.
2. Bids. Five (5) copies of sealed proposals for the lease, with the outside of the envelope clearly marked as "Hospital Lease Proposal," must be received on or before **3:00 p.m., August 31, 2022 ("Bid Due Date")**, by hand delivery, or otherwise physically delivered by public or private carriers or delivery service, including but not limited to U.S. Postal Service Certified Mail with return receipt requested, United Parcel Service, Federal Express, or by any other delivery method with receipt of said proposals, to **Elizabeth G. Hooper, Wise Carter Child & Caraway, P.A., 600 Heritage Building, 401 East Capitol St., Jackson, MS 39201.** **An electronic copy of the complete proposal shall be submitted after 3:00 p.m. on the Bid Due Date to egh@wisecarter.com.**
3. Evaluations. Bids will be evaluated and negotiations conducted as necessary. Determination as to whether to lease or to continue existing operations of the Hospital is scheduled for no later than September 30, 2022, with any extension of such date to be at the sole discretion of the County and City.
4. Closing. The Closing of the potential lease shall occur on or before October 31, 2022, unless a later date is approved by the County and City.

## **B. Remote and On-site Due Diligence**

Bidders who have signed Exhibit 2 and who are requesting a password and instructions to access the preliminary due diligence information should submit their access request and a copy of the signed Exhibit 2 to: egh@wisecarter.com.

Bidders determined by the County and City to meet the minimum requirements of Part I.A above and with whom the County and City desire to pursue further negotiations will be allowed to submit requests for an on-site inspection of the assets offered for potential lease and to review the Hospital's books and records not otherwise made available during the preliminary, pre-bid due diligence.

Visits to the Hospital by qualified Bidders engaging in further discussions of their proposals with the County and City and that have signed and returned Exhibit 2 will be scheduled in advance on as-requested first come, first serve basis on weekdays between 8:00 a.m. and 4:30 p.m.

## **C. General Instructions**

1. Examination. Each Bidder is responsible for thoroughly examining all of the RFP and Bid Documents. The failure to access or examine any Document made a part of this RFP shall not relieve the Bidder from any obligation with respect to its bid, and any successful Bidder shall not at any time after acceptance of its Proposal make any claims alleging insufficient data or incorrectly assumed conditions, but express assumptions and conditions of verification of assumptions through post-bid facility inspection are allowed, if such conditions and assumptions are clearly set forth within the proposal. Any questions arising from Bidder's pre-bid investigations shall be in writing and should be submitted in accordance with Paragraph 2 below.
2. Questions and Addenda. Should a Bidder find discrepancies or have any questions as to the meaning of any portion of the RFP Documents, the Published notice of this RFP or the assets being offered for lease, the Bidder shall submit via hardcopy and email to the addresses set forth in Section V.A, a written request for interpretation or correction of the RFP Documents, prior to submittal of the Bidder's Proposal. Any interpretation or correction of the RFP Documents will be made only by addenda to be duly issued by County and City to all Bidders that have submitted a Notice of Intent to Submit a Proposal. The City and County shall not be responsible for any other explanations or interpretations of the RFP Documents. Receipt of each addendum shall be acknowledged in the Bidder's Proposal. Addenda to the RFP Documents will be incorporated into the final Lease.
3. Execution of Proposal. If a Proposal is made by a partnership, the Proposal shall contain the names and addresses of each partner and shall be executed in the



firm name and followed by the handwritten signature of a partner authorized to execute the Proposal for the partnership.

If a Proposal is made by a corporation or a limited liability company, the Proposal shall be executed in the name of the corporation or company and followed by the handwritten signature of an officer or agent authorized to execute the Proposal for the corporation or company, and the printed or typewritten designation of the position held in the corporation or company.

In cases of bids submitted by political subdivisions, corporations or limited liability companies, the Bidder must include with the bid a certified board resolution or other evidence of the authority of the person signing the bid to bind the corporation or company.

Any erasures, corrections, or changes to entries made on the submitted Proposal must be initialed by the authorized representative signing the Proposal.

4. Exceptions. All terms and conditions contained in Part IV of this RFP should be reviewed, and any exceptions proposed must be set forth in writing with Bidder's rationale and quantitative cost data depicting the cost effect realized by the Bidder's exceptions. Submittal of Bidder's standard lease terms and conditions or form agreements as an exception to the minimum terms and conditions contained in Part IV above shall be considered nonresponsive.
5. Schedules for Proposed Closing. Bidders shall provide a comprehensive schedule of regulatory requirements and any other conditions precedent to a "closing" of the Lease.
6. Alternate Commercial Requirements. Alternative and supplemental articles beyond those required by Part IV may be proposed and may be negotiated with the successful Bidder prior to the final award of the contract for either a Lease. Creative alternatives that expand healthcare service availability and enhance the value of the existing assets are encouraged.
7. Proposal Validity and Withdrawal. Prior to the Bid Due Date, a Bidder may withdraw a previously submitted Proposal by giving written notice to the addressees set forth in Paragraph V. A.2 above. After the Bid Due Date, no Bidder will be permitted to withdraw its Proposal until the expiration of 120 days after the Bid Due Date. Negligence on the part of the Bidder in preparing its Proposal confers no rights for withdrawal or modification after the time set for the bid receipt.
8. Modification of Submitted Proposals. A modification of a Proposal already received will be considered only if the modification is also received prior to the

Bid Due Date. Modifications must be clearly identified as a "Proposal Modification" on the outside of the envelope and must be made in writing and executed in the same manner as the original Proposal. **Telephone or modifications solely by email or fax will not be considered.**

**VI. Proposal Attachments and Exhibits**

Exhibit 1- List of Community Service Examples

Exhibit 2- Managed Care Program Comparison

Exhibit 3- Patient Assistance Programs Policy

## **Exhibit 1**

### **Community Service Examples**

The University of Mississippi Medical Center is active in community service throughout all of its locations. In addition to large community events in Jackson such as Habitat for Humanity participation, UMMC Grenada is also active within the community providing education and volunteer service. Some examples are listed below:

Volunteer service in Grenada includes:

- Grenada Rotary Club
- Grenada County Chamber of Commerce:
- Grenada Food Pantry
- Grenada Upper Elementary Literacy Event
- Leadership Grenada
- Boys and Girls Club of Grenada
- Boys and Girls Club of Grenada: Golf Tournament Sponsor.
- Lewis Johnson Senior Citizen Complex
- Grenada Head Start

## Exhibit 2

### Comparison of UMMC and Greenwood Leflore Payor Contracts

<b>Payor</b>	<b>GLH In Network</b>	<b>UMMC In Network</b>
Advanced Health Systems (AHS)	Yes	Yes
Aetna	Yes	Yes
Baptist Health Services Group	No	Yes
BlueCross BlueShield MS	Yes	No
Cigna	Yes	Yes
City of Grenada	No	Yes
Correctional Medical Services	No	Yes
Corrections Corporation of America	No	Yes
Delta Hills Healthcorp	Yes	No
Delta Hills Healthcorp - PPO Plus	Yes	Yes
First Choice	Yes	Yes
First Choice - HIE	Yes	Yes
First Choice - Humana Medicare PPO	Yes	Yes
First Choice - Shared Health	Yes	Yes
Humana Military	Yes	Yes
Interlink Transplant Network	No	Yes
Magnolia	Yes	Yes
Mississippi Dept of Rehab	Yes	Yes
Mississippi Physician Care Network (MPCN)	Yes	Yes
Molina Healthcare	Yes	Yes
MSDH Childrens Health Program	No	Yes
Multiplan	Yes	Yes
North Mississippi Healthlink	No	Yes
Optum Healthcare Solutions	No	Yes
PPO Plus	Yes	Yes
United Healthcare	Yes	Yes
VA - Choice Card	No	Yes
Vantage Health Plan	No	Yes
WellCare (Windsor)	Yes	Yes

### **Exhibit 3**

#### **UMMC Patient Assistance Programs Policy**

It is UMMC's policy to offer, as resources allow, assistance to MS residents who are underinsured, uninsured, and who otherwise do not have the financial means to pay all or a portion of the cost of their medically necessary, non-excluded, healthcare services.

Although UMMC will ensure its patients are aware of the financial assistance program, it is UMMC's policy not to utilize this financial assistance policy as a means to solicit business. Additionally, it is not UMMC's policy to provide a discount or reduction in charges to insurance companies, other than as provided under contract with the insurance companies, or individual patients, except as outlined in this financial assistance policy.