

**HOSPITAL AUTHORITY OF ALBANY-DOUGHERTY COUNTY**

**MINUTES OF THE JANUARY 25, 2021 CALLED MEETING**

**(Open Session)**

**Attendees:**

Authority Board Members: Joel Callins, Dr. Jim Hotz, Dorothy Hubbard, Dr. Chirag Jani, Clinton Johnson, Ferrell Moultrie, Glenn Singfield, Sr., Nyota Tucker, and Joel Wright

Authority Legal Counsel: Tommy Coleman

Those Present on Behalf of Phoebe Putney Memorial Hospital, Inc.: Dawn Benson, Brian Church, Felicia Lewis, Scott Steiner

Other Attendees: Dr. Tania Smith

**Absent Authority Members:** None

**Open Meeting and Establish a Quorum:**

Vice Chair Callins called the meeting to order at 11:33am via Zoom. Mr. Callins thanked all Members for their attendance and participation and he observed that a quorum was present.

**Approval of the Agenda:**

The proposed Agenda had been previously provided to the Authority Members and a motion to adopt the proposed Agenda for the meeting was made by Ms. Tucker and seconded by Mr. Johnson. A copy of the Agenda as adopted is attached.

**Consider Recommendation from Lease Analysis Ad Hoc Committee:**

Vice Chair Callins turned the meeting over to Ad Hoc Committee Chair, Dr. Tania Smith. Dr. Smith provided a history on the Lease Analysis Ad Hoc Committee for the benefit of the new Members. She reported that PYA, P.C. was the only company to respond to the RFP with a proposal, which was provided to Members prior to this meeting and a copy of said proposal is attached. The Ad Hoc committee conducted a thorough and detailed interview with PYA and requested they include extra information on how Phoebe is responding to the COVID pandemic as well as adding an equality / diversity category. Per the agreement, PYA's fee is \$82,000 and not to exceed \$90,520.

The Members engaged in questions and discussion.

Mr. Singfield made a motion and Ms. Tucker seconded the motion, to approve the recommendation from the Lease Analysis Ad Hoc Committee to accept the proposal from PYA, P.C. The motion passed unanimously by vote of all Members.

Vice Chair Callins requested that Dr. Smith remain involved with the Consultants.

**Adjournment:**

There being no further business the meeting was adjourned.

**AGENDA**

**HOSPITAL AUTHORITY OF ALBANY-DOUGHERTY COUNTY, GEORGIA**

**(OPEN SESSION)**

**CALLED Meeting of January 25, 2021**

**Via Teleconference**

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|-------------|---|-------------------|
| <b>I.</b>   | <b>Open meeting and establish quorum</b>                                  | <b>Vice Chair</b> |
| <b>II.</b>  | <b>Consider Approval of Agenda (draft previously provided to Members)</b> | <b>Vice Chair</b> |
| <b>III.</b> | <b>Consider Recommendation from Lease Analysis Ad Hoc Committee</b>       | <b>Vice Chair</b> |
| <b>IV.</b>  | <b>Adjournment</b>  | <b>Vice Chair</b> |



**SECTION 1: TITLE PAGE**

**Evaluation of Phoebe Putney Memorial Hospital Lease and Transfer Agreement**

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Revised RFP Response for:

**The Hospital Authority of  
Albany-Dougherty County**

Original Submission: October 29, 2020

Revised Submission: January 15, 2021

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**PYA, P.C.**  
2220 Sutherland Avenue  
Knoxville, TN 37919

Main Contact: Brian P. Fuller, Principal  
Phone Number: (312) 451-6319



**LEASE AND TRANSFER AGREEMENT EVALUATION**

**SECTION 2: TABLE OF CONTENTS**

Please find below answers and references for the RFP specific information to be contained in the proposal. The rest of this proposal further outlines PYA's response to the Authority's request to evaluate Phoebe Putney Memorial Hospital's compliance and performance under the lease and transfer agreement.

<b>RFP Information to be Contained in Proposal</b>	<b>PYA Response</b>
<b>Title Page</b> <i>Include RFP subject, name of firm, address, phone number, name of contact person, and date</i>	Please see Section 1  <b>Subject: Evaluation of Phoebe Putney Memorial Hospital compliance and performance under the lease and transfer agreement</b>  <b>PYA,P.C.</b> 2220 Sutherland Avenue Knoxville, TN 37919 Phone Number: (865) 673-0844  <b>Main Contact: Brian P. Fuller, Principal</b> Email: <a href="mailto:bfuller@pyapc.com">bfuller@pyapc.com</a> Phone: (312) 451-6319
<b>Table of Contents</b> <i>Identify material by section and number</i>	Please see Section 2 (this page)
<b>Letter of Transmittal</b> <i>Provide description of work to be done, timeline, and name, title, address, and phone number of persons authorized to represent firm</i>	Please see Section 3 – Page 1
<b>Profiles of the Proposer</b> <i>Include firm scope, office locations, list of relevant client experience, and references</i>	Please see Section 4a-d – Page 4
<b>Summary of the Proposers Qualifications</b> <i>Provide details of the individuals who will be assigned to this engagement</i>	Please see Section 5a-i – Page 9
<b>Approach to the Study</b> <i>Describe the approach to the study</i>	Please see Section 6a-i – Page 13
<b>Additional Data</b> <i>Include additional detail considered essential to the proposal</i>	Please see Section 7 – Page 19
<b>Fee Proposal</b> <i>Provide an itemized fee with a total not-to-exceed fee</i>	Please see Section 8 – Page 21



**LEASE AND TRANSFER AGREEMENT EVALUATION**

<b>Supplemental Information</b> <i>Include listing of owners and executive leaders, Certificate of Good Standing, Certificate of Non-Collusion, Governing Law &amp; Venue, and Affidavit</i>	Please see Section 9 – Page 23
	Appendix A – Firm Information – Page 32 Appendix B – Professional Resumes – Page 38 Appendix C – General Business Terms – Page 49 Appendix D – Business Associate Agreement– Page 52



BRIDGING BUSINESS  
& HEALTHCARE

PYA, P.C.  
One Cherokee Mills, 2220 Sutherland Avenue  
Knoxville, TN 37919  
p: (865) 673-0844 | f: (865) 673-0173  
pyapc.com

### SECTION 3: LETTER OF TRANSMITTAL

*Attorney Work Product  
Privileged and Confidential*

October 29, 2020

Tommy Coleman, Esq.  
Attorney, Hospital Authority of Albany-Dougherty County  
PERRY & WALTERS, LLP  
P.O. Box 71209  
Albany, GA 31708

Dear Mr. Coleman:

PYA, P.C. (“PYA”) is pleased to submit this revised response to the Hospital Authority of Albany-Dougherty County’s (“the Authority”) Request for Proposals (“RFP”) related to the evaluation of Phoebe Putney Memorial Hospital’s (“PPMH” or “the Hospital”) compliance and performance under the lease and transfer agreement dated December 11, 1990 as amended and restated August 1, 2012 (“the Agreement”), as well as additional key metrics selected by the Authority. PPMH is an essential community asset; assuring that it realizes its mission and delivers on its charter fulfills the stewardship objective of the Authority. After carefully reviewing the RFP, researching PPMH, reflecting on the answers to our questions, and learning more about your market, we believe PYA is strongly positioned to provide the Authority with the timely, responsive, expert services you request.

PYA understands the Authority desires to engage an experienced consulting firm to research, execute and provide an objective, quantified, documented assessment of PPMH’s compliance under the provisions of the Agreement, as well as additional key metrics selected by the Authority. In practice, the assessment must address key performance areas, such as:

- Community benefit
- Cost management
- Facilities status
- Financial performance and management
- Adherence to legal/regulatory requirements
- Quality of care
- Leadership Diversity
- Covid-19 response
- Others (as merited)

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WE ARE AN INDEPENDENT MEMBER OF HLB – THE GLOBAL ADVISORY AND ACCOUNTING NETWORK

We look forward to collaborating with the Authority to define and articulate the specific strategic hypotheses/questions on which the study will focus. We envision the exercise as taking the form of a comprehensive benchmarking analysis of the Hospital's performance versus other leading Georgia, regional, and similarly situated hospitals.

The spirit of collaboration cited above transcends specific projects. PYA is committed to our clients' success, and that commitment is demonstrated through the lasting relationships we enjoy with our clients. This commitment to relationship over projects, we believe, is evidenced in every facet of our engagement and partnership with our clients. Specifically, we believe we differentiate ourselves in the service levels we deliver in the following ways:

**Experience** – the consultants identified to assist the Authority in this exercise bring unparalleled experience in evaluating healthcare business performance across entities of all types and sizes. On average, the leadership group selected to lead this engagement have over 20 years of operational, finance, and/or consulting experience. You can be assured that these will be the individuals with whom you interact. Our business model and client service philosophy are founded upon informed interactions between experienced, engaged leaders.

**Breadth** – PYA brings a multidisciplinary approach to all its clients. In the Authority's case, we have assigned professionals that bring not only deep experience in the areas of operations, finance, strategy, reimbursement, compliance, Medicare cost reporting, and facilities management, but who also have extensive tenures with one another in our firm's cross-functional, collaborative engagement model. We believe a multidisciplinary approach produces the best results, and we are thrilled to share that approach with the Authority.

**Focus** – At PYA, consulting is healthcare, and healthcare is providers. Our consultants focus nearly 100% of their efforts and energies on helping provider (i.e., hospitals, networks, physician practices) organizations establish and achieve their growth and performance goals. We can guarantee our clients they will not have to pay to train our teams, as we ensure them access to seasoned, senior-level executive consultants with decades of experience leading providers through healthcare's continued evolution.

**Spirit of Partnership** – PYA has a keen appreciation of the fact that responses to RFPs often vary widely. Our response endeavors to provide the Authority with a comprehensive, yet economical and actionable approach to addressing the evaluation. We also recognize that today's operating environment is economically challenged. On seemingly all fronts, headwinds are building, and therefore budgetary considerations are at the fore of most organizations' thinking and decision-making. So in the spirit of partnership, upon completing your review of our response, if you believe we have misinterpreted the scope in any way, or if budgetary constraints may prevent you from confidently moving forward, please do not hesitate to contact us. We desire to build a relationship with the Authority and are agreeable to working with you to customize scope and engagement terms to meet your needs.



Tommy Coleman, Esq.  
Hospital Authority of Albany-Dougherty County  
October 29, 2020  
Page 3

*Attorney Work Product  
Privileged and Confidential*

We are truly excited at the opportunity to work with the Authority, and believe we can do so in a timely, professional, and cost-effective fashion. Should you have any questions regarding this proposal, please contact Brian Fuller, Principal, at (312) 451-6319 or [bfuller@pyapc.com](mailto:bfuller@pyapc.com). Brian's office address is 2220 Sutherland Avenue, Knoxville, TN 37919.

Respectfully,

*PYA, P.C.*

PYA, P.C.

**Acknowledged and Accepted On Behalf Of  
Hospital Authority of Albany-Dougherty County:**

By: Joel Aldrich Jothan Callins Digitally signed by Joel Aldrich Jothan Callins  
Date: 2021.01.25 16:59:47 -06'00'  
\_\_\_\_\_  
(Signature)

Name: Joel A. J. Callins  
\_\_\_\_\_  
(Please Print)

Title: Vice - Chairman, Hospital Authority of Albany/Dougherty County  
\_\_\_\_\_  
(Please Print)

Date: January 25, 2021  
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**EVALUATION OF LEASE AND TRANSFER AGREEMENT**

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**SECTION 4: PROFILES**

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## LEASE AND TRANSFER AGREEMENT EVALUATION

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### 4A – FIRM OVERVIEW

PYA is a national professional services firm providing deep functional expertise in management consulting, tax, and audit & assurance services. PYA helps clients in all 50 states to derive value amid complex challenges related to federal and state fillings, regulatory matters, compliance and risk assessment, business valuations, attestations, litigation support, IT advisory, mergers and acquisitions, and overall financial and business strategy. Please reference *Appendix A* for detailed information about PYA.

### 4B – OFFICE LOCATIONS

PYA has five office locations – Atlanta, Knoxville, Nashville, Tampa, and Kansas City.

Rather than an office-based approach, PYA staffs engagements via skills- and experience-based methodologies. Thus, the engagement as envisioned and presented herein will be staffed out of multiple PYA locations. To adhere to the spirit of the question, however, please find the following information about individual PYA professionals who will staff the engagement:

- Client Service Executive: David McMillan, Principal, Knoxville, Tennessee
- Engagement Lead: Brian Fuller, Principal, Knoxville, Tennessee
- Engagement Manager: Marcy Cent, Senior Manager, Atlanta, Georgia
- Engagement Senior Staff: Kristy Diederich, Senior Consultant, Overland Park, Kansas
- Subject Matter Expert – Medicare Cost Reporting: Holly Bizic, Senior Consultant, Tampa, Florida
- Subject Matter Expert – Hospital Operations and Finance: Ken McCosh, Principal, Tampa, Florida
- Subject Matter Expert – Reimbursement: Mike Nichols, Principal, Knoxville, Tennessee
- Subject Matter Expert – Rural Healthcare Delivery/Payment: Martie Ross, Principal, Overland Park, Kansas
- Subject Matter Expert – Business Intelligence/Data Analytics: Jason Hardin, Director, Knoxville, Tennessee
- Subject Matter Expert – Hospital Strategy and Provider Relations: Orlando Alvarez, Principal, Tampa, Florida

Complete information on our proposed engagement team is included in *Section 5 – Summary of Qualifications* and *Appendix B*.



**LEASE AND TRANSFER AGREEMENT EVALUATION**

**4C – RELEVANT ENGAGEMENT EXPERIENCE**

Our Engagement Team has significant experience working with healthcare, hospital, and hospital authority clients. Below are a select list of clients with a description of services we are/have provided:

Experience – Clients	Description of Services
<p><b>DeKalb Regional Health System</b> Location: Decatur, GA Hospital Size: 627 (total) PYA client since: 2018</p>	<p>PYA served as an independent third party consultant to perform various qualitative and quantitative financial and transactional analysis and serve as an expert witness for transactions that were subject for review under the Georgia Hospital Acquisition Law.</p>
<p><b>West Georgia Medical Center</b> Location: LaGrange, GA Hospital Size: 276 PYA client since: 2015</p>	
<p><b>Southeast Georgia Health System</b> Location: Brunswick, GA Hospital Size: 340 beds (total) PYA client since: 2015</p>	
<p><b>Walton Rehabilitation Hospital</b> Location: Augusta, GA Hospital Size: 58 beds PYA client since: 2012</p>	
<p><b>Dorminy Medical Center</b> Location: Fitzgerald, GA Hospital Size: 75 beds PYA client since: 2011</p>	
<p><b>McDuffie Regional Medical Center</b> Location: Thomson, GA Hospital Size: 25 beds PYA client since: 2011</p>	
<p><b>Peach Regional Medical Center</b> Location: Fort Valley, GA Hospital Size: 25 beds PYA client since: 2011</p>	
<p><b>Satilla Regional Medical Center</b> Location: Waycross, GA Hospital Size: 231 beds PYA client since: 2011</p>	
<p><b>Coffee Regional Medical Center</b> Location: Douglas, GA Hospital Size: 88 beds</p>	<p>PYA was engaged by Coffee Regional Health Care (CRH) to evaluate current and prospective short-term and long-term strategic and operating improvement plans and identify</p>



LEASE AND TRANSFER AGREEMENT EVALUATION

Experience – Clients	Description of Services
<p>PYA client since: 2013</p>	<p>strategic adjustments and operational/financial improvement opportunities.</p>
<p><b>Boone Hospital Center</b> Location: Columbia, Missouri Hospital Size: 392 beds PYA client since: 2019</p>	<p>PYA assisted Boone Hospital Center (BHC), a County-owned, ~400 bed medical center, in evaluating BHC's continued participation in a long-term lease and transfer agreement with a large, regional health system. The development of an objective strategic and financial feasibility study was undertaken to quantify BHC's ability to successfully operate as an independent enterprise. PYA continues to serve BHC in managing all aspects of its transition to independence.</p>
<p><b>Ballad Health</b> Location: Johnson City, TN Hospital Size: 21 hospital health system with hospitals ranging from 445 beds to 25 beds PYA client since: 1990</p>	<p>In February 2018, Mountain States and Wellmont merged to form Ballad Health. The states of Tennessee and Virginia individually issued orders – a Certificate of Public Advantage ("COPA") and a Cooperative Agreement ("CA"), respectively – outlining ongoing system requirements and reporting, and providing for ongoing oversight by the states. The COPA and CA obligate Ballad Health to significant quarterly and annual reporting requirements, minimum investment, and capital commitments for the first 10 years post-merger, submission of certain plans supporting the minimum investments, and other requirements. PYA supported Ballad Health related to the COPA and CA requirements both before and since the merger. PYA continues to work with Ballad Health and the states as they continue to implement the requirements of the COPA and the CA.</p>
<p><b>The University of Kansas Health System</b> Location: Kansas City, Kansas Hospital Size: 900 PYA client since: 2004</p>	<p>PYA assists the University of Kansas Hospital Authority with rural health outreach initiatives, participation in the state's Medicaid Delivery System Reform Incentive Payment (DSRIP) program and other alternative payment models, evaluation and pursuit of strategic growth opportunities, physician alignment, and regulatory compliance.</p>
<p><b>Rhode Island Department of Health</b> Location: Providence, RI PYA client since: 2020</p>	<p>PYA is currently assisting the Rhode Island Department of Health (RIDOH) on a quarterly and annual basis in summarizing the profitability, liquidity, and capitalization financial ratios for 12 state-licensed hospitals.</p>
<p><b>Nuvance Health (formerly Health Quest and Western Connecticut Health Network)</b> Location: Danbury, CT Hospital Size: 1,400 beds Client since: 2019</p>	<p>Last year, two health systems in Connecticut/New York joined to form Nuvance Health. Upon approval of the merger, the State of Connecticut Office of Health Strategy administered an Agreed Settlement, which lists several conditions that Nuvance is required to meet over the next five years. One of the conditions calls for an independent monitor (PYA) to visit twice a year and furnish semi-annual reports observing Nuvance's ongoing compliance with the conditions. Additionally, PYA participates in semi-annual public forums in each hospital community to provide public review and comment on the reports and findings.</p>



**LEASE AND TRANSFER AGREEMENT EVALUATION**

**4D – REFERENCES**

PYA is delighted to provide the Authority the references below. To ensure prompt replies to the Authority’s outreach efforts, please provide 24-hour advance notice to PYA, so that we may alert the individual references, and therein ensure their prompt compliance with the request.

References – Clients	Contact Information
<b>Jerry Kennett, MD</b> Board of Trustees, Chair Boone Hospital Center	(573) 489-3065 jdkennett@moheartcenter.com 1600 E. Broadway Columbia, MO 65201
<b>Julie Bennett</b> Board Member Ballad Health	(423) 963-2631 jbennett@bristolmotorspeedway.com 400 N. State of Franklin Road Johnson City, TN 37604
<b>Brenda Dykstra</b> Senior Vice President and Chief Strategy Officer The University of Kansas Health System	(913) 945-5462 bdykstra@kumc.edu 3901 Rainbow Boulevard Kansas City, KS 66160



**EVALUATION OF LEASE AND TRANSFER AGREEMENT**

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**SECTION 5: SUMMARY OF QUALIFICATIONS**

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**LEASE AND TRANSFER AGREEMENT EVALUATION**

**5A,B,C,D – ENGAGEMENT TEAM**

We appreciate the importance of this initiative to the Authority. Accordingly, to ensure your objectives are met, we are committed to devoting the appropriate level of largely senior resources to effectively lead and complete and deliver the evaluation. Listed below are PYA professionals who have a breadth of experience working with community hospitals and hospital authorities related to operations, finance, strategy, real estate, rural care delivery and payment models, all of whom have worked successfully in the public hospital/authority space on engagements like the lease evaluation requested by the Authority. Cumulatively, they provide a rich, diverse background of experience across a broad range of healthcare client types. They will be focused on leading this engagement to meet your needs.

**Project Leaders**



**David McMillan**  
*Managing Principal of Consulting*  
*Client Service Executive*  
25+ Years' Experience

**Subject Matter Experts**

<p><b>Brian Fuller</b> <i>Principal</i> <i>Engagement Principal</i> 25+ Years' Experience</p>		 <p><b>Holly Bizic</b> <i>Senior Consultant</i> <i>Medicare Cost Reporting</i> 10+ Years' Experience</p>
<p><b>Marcy Cent</b> <i>Senior Manager</i> <i>Engagement Manager</i> 12+ Years' Experience</p>		 <p><b>Ken McCosh</b> <i>Principal</i> <i>Hospital Operations and Finance</i> 25+ Years' Experience</p>
<p><b>Kristy Diederich</b> <i>Senior Consultant</i> <i>Engagement Senior Staff</i> 5+ Years' Experience</p>		 <p><b>Mike Nichols</b> <i>Principal</i> <i>Reimbursement</i> 35+ Years' Experience</p>
<p>Other Consultants as Required</p>		 <p><b>Martie Ross</b> <i>Principal</i> <i>Rural Healthcare Delivery/ Payment</i> 25+ Years' Experience</p>
		 <p><b>Jason Hardin</b> <i>Director</i> <i>Business Intelligence/Data Analytics</i> 10+ Years' Experience</p>
		 <p><b>Orlando Alvarez</b> <i>Principal</i> <i>Hospital Strategy and Provider Relations</i> 25+ Years' Experience</p>





## LEASE AND TRANSFER AGREEMENT EVALUATION

As the Client Service Executive, David McMillan will have ultimate responsibility for the Authority's satisfaction with the engagement. Brian Fuller will serve as the Engagement Principal and provide overall, day-to-day engagement management. Other PYA staff may provide engagement support to ensure successful completion of the engagement. Summary profiles for the Engagement Team responsible for this engagement are presented for your review in *Appendix B*.

The dual benefit of our Engagement Team is breadth of professional capability under a single point of accountability. Additionally, this engagement structure provides the Authority with the convenience of a single point of contact for any issue, Brian Fuller, and a single executive sponsor for the engagement team, David McMillan.

### 5E – ENGAGEMENT TEAM CREDENTIALS

Our Engagement Team maintains a number of professional accreditations, designations, licenses, and experience allowing us to leverage industry best practices to ensure the highest standard of service for the Authority. Professional certifications and education are presented in *Appendix B*. Select accreditation and designations are listed below:



*America College Healthcare Executives (ACHE)*

*American Institute of Certified Public Accountants (AICPA)*

*American Health Lawyers Association (AHLA)*

*Certified Professional Accountant (CPA)*

*Healthcare Financial Management Association (HFMA)*

*Society for Healthcare Strategy and Market Development (SHSMD)*

*The Advisory Board Company (ABC)*

*ESRI*

### 5F – LITIGATION

PYA has nothing to disclose in response to this question.



**LEASE AND TRANSFER AGREEMENT EVALUATION**

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**5G – CRIMINAL PROCEEDINGS**

PYA has nothing to disclose in response to this question.

**5H – CONFLICTS OF INTEREST – AUTHORITY**

PYA has nothing to disclose in response to this question.

**5I – CONFLICTS OF INTEREST – PHOEBE PUTNEY MEMORIAL HOSPITAL**

PYA has nothing to disclose in response to this question.

PYA has conducted prior work with Phoebe Putney Memorial Hospital on the following projects:

- 2010 – Provided support for inpatient coding accuracy
- 2011 – Reviewed medical records for medical necessity
- 2011 – Reviewed coding and documentation of wound care services
- 2014 – Provided compliance services to assist with a neonatal services self-disclosure
- 2018 – Provided evaluation and management coding education services to coding assurance and compliance department



**EVALUATION OF LEASE AND TRANSFER AGREEMENT**

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**SECTION 6: APPROACH TO THE STUDY**

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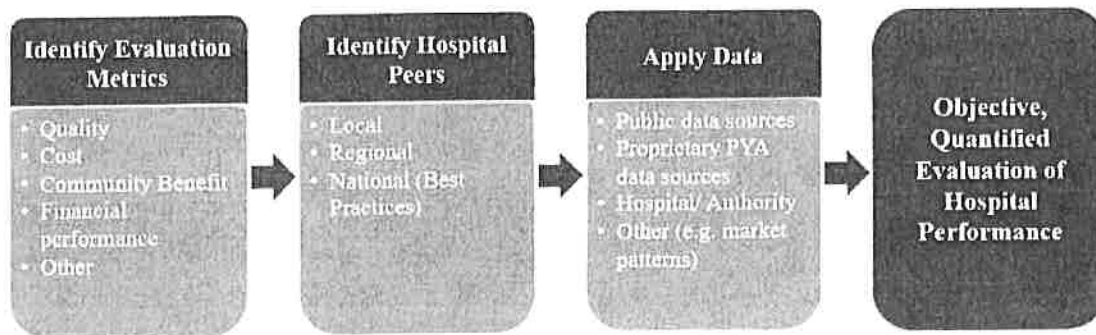
LEASE AND TRANSFER AGREEMENT EVALUATION

**6A-C – EVALUATION AND EVALUATING STANDARDS, STATISTICAL SAMPLING, HEALTH MANAGEMENT SPECIALISTS**

Evaluating hospital performance can be a frustrating exercise. From defining “performance” through identifying reasonable success thresholds and accessing reliable data that clearly and accurately demonstrate performance with certainty and credibility, evaluations are often compromised by actual or perceived subjectivity.

PYA proposes to minimize the subjectivity of the Hospital performance exercise by leveraging the experience of “the crowd.” Utilizing a quantitative benchmarking approach across important performance domains, we will develop an objective, detailed comparison of Hospital performance within and across similarly sized and/or situated peer organizations. By including a large enough sample of organizations (local, regional, national) and comparing the Hospital to the peer groups along recognized industry standards, we believe this approach will arrive at the most credible, objective measure of true performance.

The graphic below illustrates our proposed approach:



To ensure an objective, thorough and defensible evaluation of the Hospital’s performance under the Agreement, PYA will leverage a broad range of our professional’s healthcare management expertise and experience.

PYA professionals represent a wide array of, and possess deep experience in, healthcare management and consulting. To assist the Authority, PYA has assigned a core team that has decades of experience working with hospitals, health systems and other providers to deliver creative and thoughtful solutions to complex business issues in the areas of strategy, finance, and operations.

The core team will also leverage, and be supported by, a deep cohort of senior-level subject matter experts in related fields as wide-ranging as hospital administration, reimbursement, Medicare cost reporting, rural healthcare payment and delivery, facilities management, and data analytics. In all, we are excited to bring the Authority a professional complement that brings nearly 200 combined years of healthcare management solutions experience to the assignment.



**LEASE AND TRANSFER AGREEMENT EVALUATION**

For all these reasons – objectivity and comprehensiveness of approach, access to credible data, breadth of professional experience and expertise – we believe PYA is strongly-suited to assist the Authority in this important undertaking.

**6D-E – ENGAGEMENT TEAM MEMBER HOURS, SENIOR ON-SITE TIME**

The table below details the allocation of estimate hours by team member highlighted in Section 5 (above):

Name	Level	Role/Responsibilities	Hours
David McMillan	Principal	Client Service Executive	6
Brian Fuller	Principal	Engagement Principal	50
Marcy Cent	Senior Manager	Engagement Manger	56
Kristy Diederich	Senior Consultant	Engagement Senior Staff	111
Holly Bizic	Senior Consultant	Subject Matter Expert – Medicare Cost Reports	As needed. (Est. up to 8)
Ken McCosh	Principal	Subject Matter Expert – Hospital Operations and Finance	As needed. (Est. up to 8)
Mike Nichols	Principal	Subject Matter Expert – Reimbursement	As needed. (Est. up to 8)
Martie Ross	Principal	Subject Matter Expert – Rural Payment and Care Models	As needed. (Est. up to 8)
Jason Hardin	Director	Subject Matter Expert – Business Intelligence/Data Analytics	As needed. (Est. up to 8)
Orlando Alvarez	Principal	Subject Matter Expert – Hospital Strategy and Provider Relations	As needed. (Est. up to 8)
Administrative Support	Production Specialist	Document Development/Quality Assurance	12

PYA respectfully defers to client desires regarding consultant on site time. As scoped and budgeted herein, we have accounted for three on site visits to facilitate interviews, working sessions, and final report-outs. In that spirit, approximately 12 of Brian Fuller’s hours are contemplated as being on site. Should any or all of these contemplated on site visits require cancellation, however, PYA out-of-pocket expenses and travel time will be reduced. It is our intent to communicate to the Authority, in the plainest sense, that we are wholly committed to the success of the engagement, and will collaborate with the Authority to ensure the product and the experiences meet our mutual expectations.



**LEASE AND TRANSFER AGREEMENT EVALUATION**

**6F – HOSPITAL/AUTHORITY ASSISTANCE**

From a logistical perspective, PYA asks assistance of its clients only in areas in which familiarity is an advantage. In this instance, those areas include:

1. Calendaring and scheduling of all engagement meetings and other stakeholder interactions;
2. Availability of Committee members for all required materials preview and review sessions; and
3. Prompt access to requested data (as required).

PYA will work closely with the Authority and Hospital to ensure consultant interactions are conducted with minimal disruption to individuals' existing calendars and commitments.

**6G – TIMELINE**

Our Engagement Team is prepared to begin this engagement immediately upon receipt of a signed engagement letter. From initiation, we anticipate requiring 60 days (eight weeks) to complete the scope of services outlined below, with an interim report delivered within 35-42 days, and a final report delivered to the Authority by the end of week eight.

Timeline	Month 1				Month 2			
	1	2	3	4	1	2	3	4
<i>Step 1 - Frame</i>								
1. Engagement Initiation (kick-off, calendaring, information request)								
2. Evaluation Criteria Development								
3. Hospital Peer Group Identification								
4. Kick-Off Meeting (Meeting #1)								
<i>Step 2 - Assess</i>								
5. Information Gathering								
6. Benchmark Analysis								
7. Draft Findings Review (Meeting #2)								
8. Assessment Refinements/Revisions								
<i>Step 3 - Report</i>								
9. Final Report Development								
10. Final Report Delivery (Meeting #3)								
<i>Engagement Touch Points</i>								
Weekly Updates	★	★	★	★	★	★	★	★
Meeting #1 (In person, as able)			①					
Meeting #2 (In person, as able)						②		
Meeting #3 (In person, as able)								③



## LEASE AND TRANSFER AGREEMENT EVALUATION

We are committed to maintaining this schedule to the best of our ability and to providing services that exceed expectation. If circumstances beyond our control delay the process or change the scope of the engagement, we will advise you accordingly. At the start of the engagement, we will ask for the Authority's internal dates and deadlines. To accommodate those dates and deadlines, we are willing to be flexible on the proposed schedule.

### 6H – WORKPLAN

Below please find PYA's proposed workplan to assist the Authority in the review as requested over an eight week timeframe. For ease of review and comprehension, we have segmented the workplan into three discrete steps to reflect the main objectives of the work.

HOSPITAL LEASE AND TRANSFER AGREEMENT ASSESSMENT
<p><b>Objective: Provide the Hospital Authority of Albany-Dougherty County a comprehensive assessment of PPMH's compliance with the lease and transfer agreement dated December 11, 1990 and amended and restated August 1, 2012.</b></p>
<p>Step 1 - Frame</p>
<ol style="list-style-type: none"><li>1. <b>Engagement Initiation:</b> PYA will convene a teleconference with the Authority's <i>ad hoc</i> Committee on Lease Evaluation ("the Committee") to: introduce the PYA engagement team, affirm engagement parameters (i.e., objectives, calendars), deliver information request (as merited), and define engagement participant roles and responsibilities.</li><li>2. <b>Evaluation Criteria Development:</b> Upon completion of the initiation teleconference, PYA will prepare a draft set of assessment domains and domain-specific questions to be affirmed by the Authority. At the Committee's direction, domains may include:<ol style="list-style-type: none"><li>a. Access</li><li>b. Community benefit (focus on indigent care)</li><li>c. Cost</li><li>d. Covid-19 response (possible metrics include testing volume, new hospital admissions, percent beds used, and percent ICU beds used)</li><li>e. Leadership diversity (governance and management)</li><li>f. Facilities maintenance</li><li>g. Financial performance</li><li>h. Quality</li></ol></li><li>3. <b>Hospital Peer Group Identification</b> – PYA will collaborate with the Committee to identify appropriate peer institution groups, against which the Hospital's compliance with the Agreement will be evaluated. While the final list will be jointly-determined, we anticipate evaluating Hospital performance against groups such as:<ol style="list-style-type: none"><li>a. Georgia Authority hospitals</li><li>b. Regional (Southeast US) Authority hospitals</li><li>c. National, High-Performing Authority hospitals</li></ol></li></ol>



LEASE AND TRANSFER AGREEMENT EVALUATION

<p>4. <b>Meeting #1 – Kick-off:</b> PYA will participate (mode TBD based on Committee/Authority preference) in an Authority meeting to formally kick-off the engagement, the primary topics of which will be communication of engagement objectives and parameters, and the affirmation of the Committee-approved assessment evaluation domains, questions, and supporting criteria.</p>
<p><b>Step 2 – Assess</b></p>
<p>5. <b>Information Gathering:</b> PYA will engage approximately 10-12 Authority stakeholders (incl. Hospital leadership) in confidential, informational interviews to understand individual perspectives on lease compliance, as well as potential challenges and expectations regarding current or future issues.</p>
<p>6. <b>Benchmarking Analysis:</b> Within agreed upon evaluation domains, PYA will perform a comprehensive benchmarking analysis against key performance criteria to determine the Hospital's compliance with the lease and transfer agreement.</p>
<p>7. <b>Meeting #2 – Draft Findings Review:</b> PYA will participate (mode TBD based on Authority preference) in an Authority meeting to delivery draft benchmarking exercise findings and identify any preliminary areas of concern.</p>
<p>8. <b>Assessment Refinements/Revisions:</b> taking Authority feedback and questions into account, PYA will perform any necessary revisions and refinements to the benchmarking analysis.</p>
<p><b>Step 3 – Report</b></p>
<p>9. <b>Final Report Development:</b> PYA will assemble all report findings into a comprehensive document of record to serve as the Authority's compliance evaluation of record.</p>
<p>10. <b>Meeting #3 – Final Report Delivery:</b> PYA will deliver the final assessment report to the Authority at a regularly scheduled Authority meeting (mode TBD based on Authority preference).</p>

The table below includes time estimates for core team members across the three steps outlined above.

Name	Level	Step 1 – Frame (Hours)	Step 2 – Assess (Hours)	Step 3 – Report (Hours)
David McMillan	Principal	2	2	2
Brian Fuller	Principal	14	23	13
Marcy Cent	Senior Manager	16	28	12
Kristy Diederich	Senior Consultant	29	59	23
Subject Matter Experts	Variable	As needed	As needed	As needed





**EVALUATION OF LEASE AND TRANSFER AGREEMENT**

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**SECTION 7: ADDITIONAL DATA**

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**LEASE AND TRANSFER AGREEMENT EVALUATION**

As stated in Step 1 - item 2 of the workplan above, PYA will prepare a draft set of assessment domains and domain-specific evaluation questions to be affirmed by the Authority. The assessment domains will help organize the analysis into distinct categories. We have prepared a sample list of data sources PYA has access to which correspond to the potential assessment domains.

Potential Assessment Domain	Potential Data Sources
<b>Access</b>	<ul style="list-style-type: none"> <li>• Medicare Cost Reports (2010-2019)</li> <li>• Advisory Board – Hospital Benchmark Generator</li> <li>• Dartmouth Atlas of Health Care</li> </ul>
<b>Community Benefit</b>	<ul style="list-style-type: none"> <li>• Phoebe Putney Memorial Hospital Audited Financial Statements</li> <li>• Phoebe Putney Memorial Hospital Community Health Needs Assessment and Implementation Strategy</li> <li>• GuideStar</li> <li>• Medicare Cost Reports (2010-2019)</li> <li>• Georgia Department of Community Health</li> <li>• ESRI</li> <li>• Lown Institute Hospital Rankings</li> </ul>
<b>Cost</b>	<ul style="list-style-type: none"> <li>• Phoebe Putney Memorial Hospital Audited Financial Statements</li> <li>• Medicare Cost Reports (2010-2019)</li> <li>• Advisory Board – Hospital Benchmark Generator</li> <li>• CMS Public Use Files</li> <li>• CMS Office of the Actuary, National Health Statistics Group National Health Expenditure Data</li> <li>• Lown Institute Hospital Rankings</li> </ul>
<b>Covid-19 Response</b>	<ul style="list-style-type: none"> <li>• CDC Covid Data Tracker</li> <li>• State and County Public Health Department Websites</li> <li>• Phoebe Putney Memorial Hospital Internal Covid Statistics</li> </ul>
<b>Diversity</b>	<ul style="list-style-type: none"> <li>• Definitive Healthcare</li> <li>• Peer, Organization Websites</li> <li>• Phoebe Putney Memorial Hospital Leadership Profiles</li> </ul>
<b>Facilities Maintenance</b>	<ul style="list-style-type: none"> <li>• Medicare Cost Reports (2010-2019)</li> <li>• Access to PYA affiliate professionals, Realty Trust Group</li> </ul>
<b>Financial Performance</b>	<ul style="list-style-type: none"> <li>• Phoebe Putney Memorial Hospital Audited Financial Statements</li> <li>• Medicare Cost Reports (2010-2019)</li> <li>• Advisory Board – Hospital Benchmark Generator</li> <li>• Definitive Healthcare</li> <li>• 2019 Rating Agency Reports (Fitch, Moody's, Standard &amp; Poor's)</li> </ul>
<b>Quality</b>	<ul style="list-style-type: none"> <li>• Medicare Cost Reports (2010-2019)</li> <li>• Definitive Healthcare</li> <li>• Medicare Hospital Compare</li> <li>• Advisory Board – Hospital Benchmark Generator</li> <li>• Lown Institute Hospital Rankings</li> </ul>



**EVALUATION OF LEASE AND TRANSFER AGREEMENT**

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**SECTION 8: FEE PROPOSAL**

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**LEASE AND TRANSFER AGREEMENT EVALUATION**

**PROPOSED FEES AND PAYMENT TERMS**

Below, we have endeavored to deliver a detailed budget with assigned manpower to accomplish your objectives in the time frame set forth. All professional fees reflect a 20% discount from our standard rates. This budget accommodates for the experience and quality oversight that you will need. That said, we strongly desire to serve you, and to eliminate pricing concerns from your decision-making process. So, *we are prepared to match our fees with that of any comparably scoped proposal that you receive related to this initiative.* In short, we are more interested in building a long-standing relationship with the Authority than in the overall fees associated with one project.

Based on the scope of work and approach described herein, our fixed fee for the engagement is \$82,000. In addition to our Team's professional fees, all incidental expenses related to this engagement, such as out-of-pocket travel expenses, will be billed to you based on actual costs. Should travel and onsite time be allowed for this work, we anticipate out-of-pocket expenses at approximately 10% of the Engagement Total, or \$8,520. Should travel and in person meetings be reduce or eliminated this amount will decrease.

Cap on Engagement Fees	Cap on Total Out-of-Pocket Expenses	Total Not-to-Exceed Fee
\$82,000	\$8,520	\$90,520

The breakdown of hours and billing rates per Engagement Team position are shown below:

Position	Combined Total Hours	Effective Hourly Rate
Principal	56	\$448-\$500
Senior Manager	56	\$360
Senior Consultant	111	\$280
Subject Matter Experts	As needed	\$280-\$448

We understand that extraordinary unforeseeable circumstances may require additional work beyond the work contemplated in this RFP. If the scope expands beyond what is stated in the proposal, PYA is able to pivot and can adjust fees as necessary.



**EVALUATION OF LEASE AND TRANSFER AGREEMENT**

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**SECTION 9: SUPPLEMENTAL INFORMATION**

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**LEASE AND TRANSFER AGREEMENT EVALUATION**

**CORPORATIONS AND OTHER BUSINESS OPERATORS**

Listed below are the names and business address of PYA owners and executive leaders per requirement 1.17 in the RFP.

**C-Suite Executive Leadership or Equity Principals**



**DAN ALTON**  
**CHIEF MARKETING OFFICER**  
2220 Sutherland Avenue  
Knoxville, TN 37919



**TOM BALLARD**  
**CHIEF ALLIANCE OFFICER**  
2220 Sutherland Avenue  
Knoxville, TN 37919



**MARTIN D. BROWN (EQUITY PRINCIPAL)**  
**PRESIDENT AND CHIEF EXECUTIVE OFFICER**  
2220 Sutherland Avenue  
Knoxville, TN 37919



**ANGELA CALDWELL (EQUITY PRINCIPAL)**  
**TAMPA OFFICE MANAGING PRINCIPAL**  
**PRINCIPAL- HEALTHCARE CONSULTING**  
3000 Bayport Drive, Suite 860  
Tampa, FL 33607



**CAROL CARDEN (EQUITY PRINCIPAL)**  
**MANAGING PRINCIPAL OF VALUATION SERVICES**  
2220 Sutherland Avenue  
Knoxville, TN 37919



LEASE AND TRANSFER AGREEMENT EVALUATION



**DEBBIE ERNSBERGER (EQUITY PRINCIPAL)**  
**PRINCIPAL – HEALTHCARE CONSULTING AND TAX SERVICES**  
2220 Sutherland Avenue  
Knoxville, TN 37919



**LORI FOLEY (EQUITY PRINCIPAL)**  
**ATLANTA OFFICE MANAGING PRINCIPAL**  
**MANAGING PRINCIPAL OF COMPLIANCE SERVICES**  
945 East Paces Ferry Road NE, Suite 2100  
Atlanta, GA 30326



**TYNAN KUGLER (EQUITY PRINCIPAL)**  
**PRINCIPAL – HEALTHCARE CONSULTING**  
945 East Paces Ferry Road NE, Suite 2100  
Atlanta, GA 30326



**STEPHEN LENNON**  
**CHIEF INFORMATION OFFICER**  
2220 Sutherland Avenue  
Knoxville, TN 37919



**JIM LLOYD (EQUITY PRINCIPAL)**  
**PRINCIPAL – HEALTHCARE CONSULTING**  
2220 Sutherland Avenue  
Knoxville, TN 37919



**MOUZHAN MANGUM (EQUITY PRINCIPAL)**  
**CHIEF ADMINISTRATIVE OFFICER**  
945 East Paces Ferry Road NE, Suite 2100  
Atlanta, GA 30326



LEASE AND TRANSFER AGREEMENT EVALUATION

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**DAVID MCMILLAN (EQUITY PRINCIPAL)**  
**CHIEF FINANCIAL OFFICER**  
**MANAGING PRINCIPAL OF CONSULTING**  
2220 Sutherland Avenue  
Knoxville, TN 37919

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**LYLE OELRICH (EQUITY PRINCIPAL)**  
**PRINCIPAL – HEALTHCARE CONSULTING**  
2220 Sutherland Avenue  
Knoxville, TN 37919

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**JEFF PATE (EQUITY PRINCIPAL)**  
**CHIEF DEVELOPMENT OFFICER**  
215 Centerview Drive, Suite 330  
Brentwood, TN 37027

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**ROBERT S. PASKOWSKI (EQUITY PRINCIPAL)**  
**PRINCIPAL – HEALTHCARE CONSULTING**  
2220 Sutherland Avenue  
Knoxville, TN 37919

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**MICHAEL RAMEY (EQUITY PRINCIPAL)**  
**PRINCIPAL – HEALTHCARE CONSULTING**  
2220 Sutherland Avenue  
Knoxville, TN 37919

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**VALERIE ROCK (EQUITY PRINCIPAL)**  
**PRINCIPAL – HEALTHCARE CONSULTING**  
945 East Paces Ferry Road NE, Suite 2100  
Atlanta, GA 30326

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**LEASE AND TRANSFER AGREEMENT EVALUATION**

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**MIKE SHAMBLIN (EQUITY PRINCIPAL)**  
**MANAGING PRINCIPAL OF AUDIT & ASSURANCE SERVICES**  
2220 Sutherland Avenue  
Knoxville, TN 37919



**BARRY SILVER (EQUITY PRINCIPAL)**  
**CHIEF OPERATING OFFICER AND SECRETARY**  
2220 Sutherland Avenue  
Knoxville, TN 37919



**MATT STUART (EQUITY PRINCIPAL)**  
**PRINCIPAL – AUDIT & ASSURANCE**  
2220 Sutherland Avenue  
Knoxville, TN 37919



**SHANNON SUMNER (EQUITY PRINCIPAL)**  
**CHIEF COMPLIANCE OFFICER**  
**NASHVILLE OFFICE MANAGING PRINCIPAL**  
215 Centerview Drive, Suite 330  
Brentwood, TN 37027



**LEASE AND TRANSFER AGREEMENT EVALUATION**



**Tre Hargett**  
Secretary of State

**Division of Business Services**  
**Department of State**  
State of Tennessee  
312 Rosa L. Parks AVE, 6th FL  
Nashville, TN 37243-1102

**BARBARA MILLER**  
BLDG 1  
2220 SUTHERLAND AVENUE  
KNOXVILLE, TN 37921

October 16, 2020

**Request Type: Certificate of Existence/Authorization**  
Request #: 0386140

Issuance Date: 10/16/2020  
Copies Requested: 1

**Document Receipt**

Receipt #: 005843775

Filing Fee: \$20.00

Payment-Credit Card - State Payment Center - CC #: 3790958466

\$20.00

**Regarding: PYA, P.C.**  
Filing Type: For-profit Corporation - Domestic  
Formation/Qualification Date: 12/29/1992  
Status: Active  
Duration Term: Perpetual  
Business County: KNOX COUNTY

Control #: 260690  
Date Formed: 01/01/1993  
Formation Locale: TENNESSEE  
Inactive Date:

**CERTIFICATE OF EXISTENCE**

I, Tre Hargett, Secretary of State of the State of Tennessee, do hereby certify that effective as of the issuance date noted above

**PYA, P.C.**

- \* is a Corporation duly incorporated under the law of this State with a date of incorporation and duration as given above;
- \* has paid all fees, interest, taxes and penalties owed to this State (as reflected in the records of the Secretary of State and the Department of Revenue) which affect the existence/authorization of the business;
- \* has filed the most recent annual report required with this office;
- \* has appointed a registered agent and registered office in this State;
- \* has not filed Articles of Dissolution or Articles of Termination. A decree of judicial dissolution has not been filed.

Tre Hargett  
Secretary of State

Processed By: Cert Web User

Verification #: 042303224

Phone (615) 741-6488 \* Fax (615) 741-7310 \* Website: <http://tnbear.tn.gov/>



LEASE AND TRANSFER AGREEMENT EVALUATION

CERTIFICATE OF NON-COLLUSION

*SUBMIT WITH RESPONSE*

**CERTIFICATION OF NON-COLLUSION**

The respondent being sworn, disposes and says, \_\_\_\_\_

The Contractor submitting this and its agents, officers or employees have not directly or indirectly entered into any agreements, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this submittal.

A handwritten signature in black ink, appearing to be "D.M.A.", written over a horizontal line.

SIGNATURE (AUTHORIZED)

PYA. P.C.

COMPANY NAME

CEO & Managing Principal of Consulting

TITLE

10-22-2020

DATE



**LEASE AND TRANSFER AGREEMENT EVALUATION**

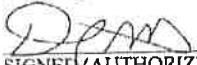
**GOVERNING LAW & VENUE**

*SUBMIT WITH RESPONSE*

***GOVERNING LAW AND VENUE***

Contractor agrees that as to any actions or proceedings arising out or related to this agreement, any such proceedings shall be governed and determined by Georgia Law.

Contractor further agrees that as to any actions or proceedings arising out of or related to this agreement, any such action or proceeding shall be resolved only in an appropriate court located in Dougherty County, Georgia.

	PYA, P.C.
SIGNED (AUTHORIZED)	COMPANY NAME
CFO & Managing Principal of Consulting	10-22-2020
TITLE	DATE



LEASE AND TRANSFER AGREEMENT EVALUATION

GEORGIA CONTRACTOR AFFIDAVIT AND AGREEMENT

GEORGIA CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with the Hospital Authority of Albany-Dougherty County, Georgia has registered with and is participating in a federal work authorization program\* [i.e., any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with (name of public employer), contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the (name of the public employer) at the time the subcontractor(s) is retained to perform such service.

1426314  
EEV / Basic Pilot Program\* User Identification Number

PYA, P.C. (the "Contractor")

BY: David W. McMillan  
(Printed Name of Authorized Officer or Agent)

10.22.2020  
Date

ITS: CFO and Managing Principal of Consulting  
(Title of Authorized Officer or Agent of Contractor)

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE  
22 DAY OF October, 2020

Notary Public  
My Commission Expires:  
04-04-2023



\* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV / Basic Pilot Program" operated by the U. S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).



**LEASE AND TRANSFER AGREEMENT EVALUATION**

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**APPENDIX A:  
FIRM INFORMATION**



## LEASE AND TRANSFER AGREEMENT EVALUATION

### PYA QUALIFICATIONS

PYA consists of 34 principals and a full team of 200+ professionals. Our team members have backgrounds and degrees in nursing, healthcare administration, public health, medicine, economics, finance, management, accounting, tax, and law. We believe PYA is uniquely qualified to assist the Authority with its lease and transfer agreement:

<b>Privately Held</b>	We answer to our clients, not third party investors.
<b>Multi-Disciplinary</b>	Our team includes doctors, nurses, practice directors and administrators, data scientists, compliance and reimbursement experts, health plan executives, accountants, appraisers, auditors, lawyers, policy analysts, and performance improvement specialists.
<b>Access to the PYA Family of Affiliated Companies and Expertise</b>	Working with our firm brings together an enterprise of multiple companies in the PYA family, providing access to healthcare industry resources not found in other firms. PYA affiliated companies include: Realty Trust Group (RTG) – real estate advisory and management and PYA Waltman Capital – wealth management and plan administration.
<b>Thought Leadership</b>	We publish and speak frequently on cutting edge industry developments and trends, including access to care, community health needs, changing consumer expectations, evolving provider/payor relationships, and population health trends.
<b>Firm Values</b>	Ultimately, the value to be found in PYA relates to our core values – <i>we work with our clients to create long term relationships, not to sell projects</i> . You can count on PYA’s partnership long after an engagement is complete. Many of our relationships date back to the founding of our firm in 1983. Everything we do, from the staffing of our engagements to the fee structures we employ, is designed to nurture and enhance relationships with our clients’ success in mind.

### ***We measure our success by the success of our clients.***

For all of us at PYA, this statement is more than a catchy marketing phrase; it is the core of who we are as a company. We look forward to the opportunity to demonstrate that to you. For your reference, we have included additional information regarding our firm on the following pages.



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## LEASE AND TRANSFER AGREEMENT EVALUATION

### **WHY PYA?**

**PYA understands its 38 years of success is a direct result of highly motivated and experienced people.**

As a professional corporation with 34 Principals, our team of resources is more than 200 strong and continually growing. Our people have backgrounds and degrees in nursing, healthcare administration, public health, medicine, economics, finance, management, accounting, tax, and law. Several have extensive prior experience with other healthcare-related organizations, and have specialized training in clinical medicine, clinical coding, and regulatory matters.

Because of our focus on client service and the highly motivating environment in which we operate, we have been very successful in recruiting dedicated and experienced people from national consulting firms and healthcare organizations.

Leveraging the diverse experience and expertise of our people allows us to gain a unique perspective on the industry and marketplace. We call it “Vision Beyond the Numbers<sup>SM</sup>”. We use this perspective to develop tools and methodologies that help our clients identify opportunities and creative solutions where other consultants have only found problems. We value most the integrity and objectivity of our people. These values enable us to continuously deliver and maintain the quality of service that clients require. Additionally, we offer the following compelling reasons for selecting our firm:

- PYA has built one of the largest dedicated healthcare consulting practices in the nation.
- PYA utilizes experienced professionals to achieve superior results in a cost effective and timely manner.
- PYA determines success not by completion of individual projects, but by the ultimate success of its clients. We feel that this, combined with our unmatched knowledge of the strategies and operational goals being implemented today by healthcare providers and businesses, makes us the firm of choice.





## LEASE AND TRANSFER AGREEMENT EVALUATION

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### WHY PYA?

#### **PYA is THE firm to watch.**

PYA is growing. During the last five years, PYA has added 1,691 new clients. We attribute our continued growth to the fact that healthcare organizations trust our vision to guide them through difficult and ever-changing economic times.

PYA prides itself in continuing to provide information and vision to its clients at the right moment. The HealthcareLoop is PYA's curated email digest – it provides a brief overview of the day's healthcare news compiled from trusted sources and based on keywords each user provides. Therefore, serving only news that is useful to each unique user. This tool helps manage the overwhelming news stream on healthcare reform and minute-to-minute developments in the industry. Visit this tool at [www.TheHealthcareLoop.com](http://www.TheHealthcareLoop.com).

#### **PYA values long-term client relationships, where success is based on client trust.**

Although PYA has benefited from steady growth since its founding in 1983, our success is perhaps best explained by the trust our existing clients show us by engaging us on continuing and new projects. The retention of clients and continued client trust make PYA a solid choice. Many of our clients who engaged us in 1983 still look to us for our vision and expertise.

**1,691**  
**NEW CLIENTS**  
added in the last  
**5 YEARS**



**300+ for 10+**  
We are privileged to have  
**served more than 300 current**  
clients for more than 10 years each



## LEASE AND TRANSFER AGREEMENT EVALUATION

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### **WHY PYA?**

**PYA people work well with one another.**

Although 80% of PYA revenues can be attributed to our healthcare consulting practice, the integration of audit, accounting, and assurance expertise is helpful in developing a big picture for our clients. We recognize that the business environment is never black and white. Sustainable business success relies on more than just financial numbers; it must include more qualitative factors. Our Vision Beyond the Numbers® approach provides clients an integrated vision for the ever-changing business climate.

### **WHY PYA?**

**PYA harnesses the power of affiliates.**

The founders of PYA see the visionary value of affiliations with companies that provide PYA and its clients a competitive advantage.



**Realty Trust Group** is a team of professionals with extensive experience and expertise in healthcare real estate, providing clients with an integrated capital planning and delivery approach including facility planning, financing, development services, and property management. RTG's project gallery ranges from single-physician offices to multi-million dollar developments spanning 27 states. [www.realtytrustgroup.com](http://www.realtytrustgroup.com)



**PYA Waltman Capital** is a registered investment advisory firm providing individuals and institutions with investment management, financial planning, and retirement plan services. PYA Waltman prides itself on being knowledgeable, independent, and progressive regarding all aspects of services provided. [www.pyawaltman.com](http://www.pyawaltman.com)



LEASE AND TRANSFER AGREEMENT EVALUATION

PYA BACKGROUND

YEAR FOUNDED  
**1983**

SIZE OF FIRM  
**220+**  
WE ARE A TOP 20  
HEALTHCARE  
CONSULTING FIRM

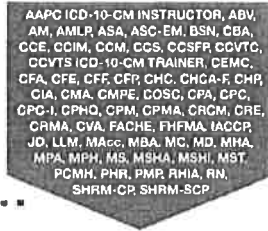
OFFICE LOCATIONS  
**Atlanta**  
**Kansas City**  
**Knoxville**  
**Nashville**  
**Tampa**



MORE THAN **2500** HEALTHCARE CLIENTS

Academic Medical Centers | Accountable Care Organizations  
Ambulatory Surgery Centers | Blood Centers | Clinically Integrated  
Networks | County Owned Hospitals | Critical Access Hospitals  
Diagnostic Centers | Dialysis Centers | Health Plans | Health  
Systems | Home Health Agencies | Hospices | Hospitals  
Independent Practice Associations | Maternity Centers | Medical  
Groups | Mental Health Centers | Nursing Homes  
Physician-Hospital Organizations | Physician Practices | Physical  
Therapy Centers | Psychiatric Hospitals | Rural Health Centers  
Safety Net Hospitals | Surgery Centers | Urgent Care Centers

IN AN INDUSTRY DRIVEN  
**BY CREDENTIALS,**  
OUR TALENTED TEAM  
HAS THE ALPHABET  
**COVERED...**



CLIENT LOCATIONS

**50**  
**STATES**



**LEASE AND TRANSFER AGREEMENT EVALUATION**

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**APPENDIX B:  
PROFESSIONAL RESUMES**



## David W. McMillan

CFO and Managing Principal of Consulting

dmcmillan@pyapc.com

(800) 270-9629 | www.pyapc.com

David leads PYA's national consulting practice and serves as the firm's Chief Financial Officer. For nearly three decades, he has served clients across the country, leading engagements that include strategic planning exercises, merger and acquisition projects, physician-hospital alignment projects, compensation design, and fair market valuation services. David is often called upon to provide advisory services for healthcare executives and boards of directors and is a frequent meeting and retreat facilitator. He is a requested speaker for clients and professional associations, and is the author or editor of dozens of thought leadership articles, white papers, and other published works.

### PROFESSIONAL PROFILE

- Led the development process for numerous strategic planning engagements for hospitals, health systems, provider-sponsored payers, and other providers
- Developed and designed physician compensation plans for private practices, large physician enterprises, and academic practices
- Assisted in the creation of contemporary, value-based, provider partnership and contracting models
- Performed numerous business valuations for various healthcare entities, including ambulatory surgery centers, physician practices, hospitals, other ancillary providers, payers, and healthcare-related entities
- Assisted with the planning and implementation of joint ventures between various providers and investors for ambulatory surgery centers, cardiac catheterization laboratories, management services organizations, and hospital transactions
- Coordinated numerous physician integration activities across multiple specialties and affiliation models
- Performed feasibility studies for various healthcare entities such as:
  - Hospitals
  - Ambulatory surgery centers
  - Diagnostic centers
  - Long-term care facilities
  - Physician practices
- Assisted various healthcare clients with complex financial and operational analysis
- Assisted various healthcare entities through growth cycles and expansion of services, providing support with mergers and acquisitions; strategic planning; certificate of need preparation, support, and litigation; debt financings; and valuations
- Provided expert testimony and reporting for various regulatory matters on behalf of clients
- Served as advisor for equity transactions, including preferred equity private placement and equity syndications
- Prepared, reviewed, or contested certificates of need in Tennessee, North Carolina, Mississippi, and Florida

### EDUCATION & CREDENTIALS

**Bachelor of Science in Business Administration, with Honors**  
*University of Tennessee*

**Certified Public Accountant (CPA)**  
*Licensed in the state of Tennessee*

### PROFESSIONAL &

### COMMUNITY ORGANIZATIONS

**Society for Healthcare Strategy and Market Development**

**Tennessee Society of Certified Public Accountants**

**American Institute of Certified Public Accountants**

**American Health Law Association**

**Healthcare Financial Management Association**

**The Restoration House**  
*Board Chair and Past Treasurer*

**Leukemia & Lymphoma Society**  
*Light the Night Walk Chair, Knoxville: 2017, 2018*

**Central Baptist Church of Fountain City**  
*Past President of Executive Committee of Deacons*

**Norton Institute of Congregational Health**  
*Former Board Member*

**Carson-Newman University**  
*Former Business Advisory Committee Member*

**Kids on the Block of Knoxville**  
*Former Board Member*

**Team Knoxville Baseball**  
*Founding Board Member*

**Bobcat Youth Athletes**  
*Founding Board Member and Former Treasurer*



## Brian P. Fuller

Principal – Healthcare Consulting  
bfuller@pyapc.com  
(800) 270-9629 | www.pyapc.com

Bringing over two decades of strategic advisory experience to PYA and its clients, Brian Fuller has led health systems and provider organizations through multi-faceted projects, including health system/network enterprise growth, strategic options evaluation, mergers-and-acquisitions, clinical service line strategy, and consumer and ambulatory network development. Additionally, Fuller brings to PYA deep industry knowledge in pre- and post-merger integration, strategic and financial due diligence, and physician enterprise optimization.

As an industry thought leader, Brian has presented on a variety of topics including, implications of industry transformation; strategic planning; structural evolution of the U.S. health system; and best practices for identifying, evaluating, and executing strategic partnerships for national organizations such as the American Hospital Association, The Governance Institute, and the Healthcare Financial Management Association (HFMA). He has authored articles in various healthcare industry publications, including *hfm*, *Trustee*, and *Spectrum*.

### PROFESSIONAL PROFILE

- Assisted clients in strategic and financial plan development across hospital, health system, physician practice, and integrated delivery network sectors
- Advised and supported clients in mergers and acquisitions (representation and facilitation) services
- Facilitated and managed multiple pre- and post-merger integration efforts
- Applied extensive strategic financial planning and forecasting experience
- Coordinated the strategic due diligence of a potential health system acquisition by a private equity firm
- Led the development of a comprehensive strategic and financial plan for a large, public academic medical center in the Northeast
- Facilitated the inaugural strategic planning process for the board and senior management of a new, three-hospital health system in the Southeast
- Assisted multiple hospitals and health systems (community, regional, and academic) in the development of independent reviews of current strategic trajectories and strategic options
- Served as a subject matter expert and lead facilitator in multiple pre- and post-merger integration efforts; areas of focus include clinically integrated networks, clinical service lines, graduate medical education, and others
- Led the organizational and governance model transformations of a multi-hospital health system
- Coordinated the strategic organization of a physician alignment strategy and platform for a large, Southeastern public health system
- Contributed thought leadership to national organizations on a variety of topics including:
  - Health system strategic and financial planning in a value-based environment
  - Identifying competencies required to succeed in a value-based operating environment
  - Strategic partnership evaluation and execution
  - Best practices in clinical service line planning
  - U.S. healthcare's changing basis of competition
  - Future implications of historic U.S. hospital industry evolution—structure and performance

### EDUCATION & CREDENTIALS

#### Bachelor of Science in Business Administration

*The Ohio State University*

#### Master of Business Administration

*Duke University, The Fuqua School of Business, Health Sector Management concentration*

### PROFESSIONAL ORGANIZATIONS & LEADERSHIP POSITIONS

American College of Healthcare Executives

Healthcare Financial Management Association

Society for Healthcare Strategy & Market Development

First Presbyterian Church of Granville Session

*Ruling Elder*

First Presbyterian Church of Granville Mission Committee

*Chair Elect*

Achieving Excellence in Our Schools Granville Public Schools

Levy Committee

*Member*

Fisher College of Business Career Networking Program

*Mentor*



## K. Michael "Mike" Nichols

Principal – Healthcare Consulting

[mnichols@pyapc.com](mailto:mnichols@pyapc.com)

(800) 270-9629 | [www.pyapc.com](http://www.pyapc.com)

With nearly four decades of healthcare finance experience focused on net revenue and third-party reimbursement matters, Mike shares his insights on reimbursement opportunities and net revenue determinations for hospitals and health systems. Mike's expertise has most recently been developed through executive roles in large health systems and through an extensive consulting background with a national firm and a reimbursement-focused consulting organization.

### PROFESSIONAL PROFILE

- Served as Associate Vice President of Reimbursement for a large academic medical center as the anchor of multiple entity healthcare delivery system.
- Held the position of Practice Leader for the reimbursement consulting practice of a national accounting and consulting firm.
- Supported hospital audits through review of third-party settlement analysis and validation of reported reserve estimates.
- Provided direction to members of a GME affiliated group regarding economic issues associated with the benefits of the transaction for both members.
- Authored several presentations on cost reporting and most recently various uncompensated care cost issues.
- Implemented new net revenue modeling package and financial statement presentation of net revenue information and metrics
- Performed comprehensive tracking and reported for special funding opportunities under the CARES Act (COVID-19) for a multiple hospital system.
- Supported numerous provider reimbursement appeals both from the provider and consulting perspectives
- Developed standardized cost report work paper template for large client.
- Instructed revenue cycle colleagues on substantial reporting requirements for Medicare bad debts and uncompensated care.

### EDUCATION & CREDENTIALS

**Bachelor of Science - Accountancy**  
*University of Illinois- Urbana Champaign*  
**Certified Public Accountant (CPA)**  
*Licensed in the state of Illinois*

### PROFESSIONAL ORGANIZATIONS

**Healthcare Financial Management Association- First Illinois Chapter**

**American Health Law Association**



## Martie Ross

Principal – Healthcare Consulting

mross@pyapc.com

(800) 270-9629 | www.pyapc.com

Following a successful two-decade career as a healthcare transactional and regulatory attorney, Martie now serves as a trusted advisor to providers navigating the ever-expanding maze of healthcare regulations. Her deep and wide understanding of value-based payment and delivery models is an invaluable resource for providers seeking to strategically position their organizations for the future.

Martie has an uncanny ability to synthesize complex regulatory schemes and explain in practical terms their impact on providers and payers. She has made hundreds of presentations to professional and community organizations on a broad range of industry topics. Martie provides dynamic, customized educational and planning sessions for directors, executives, and managers, as well as employee compliance training programs.

Martie is a recognized thought leader, having authored numerous articles and white papers on a broad-range of topics, including new payment and delivery models, healthcare innovation, population health management, and regulatory compliance issues.

### PROFESSIONAL PROFILE

- Recognized expert on payment and delivery system reform
- Led hospital, physician, and network strategic and tactical planning for new payment models
- Advised providers on ACO/CIN development, implementation, and operations
- Supported development and implementation of ambulatory care management programs
- Developed rural health networks and strategic alliances for rural providers
- Worked with community hospitals on service line diversification
- Devised creative compensation models to incentivize high performance
- Guided statewide public policy initiative on care coordination
- Crafted policy implementing state health information exchange
- Authored widely-used HIPAA Privacy and Security Rule compliance manuals
- Supported hospital executives on risk management and peer review issues
- Developed and implemented robust compliance programs
- Conducted and reported results of internal investigations
- Advised providers on managed care contracting strategies
- Authored successful applications for federal, state, and private grants and initiatives

### EDUCATION & CREDENTIALS

**Bachelor of Arts in Philosophy and Sociology (with honors)**  
*University of Kansas, Lawrence, KS*

**Juris Doctor**  
*University of Kansas School of Law, Lawrence, KS*

### PROFESSIONAL ORGANIZATIONS & LEADERSHIP POSITIONS

**American Health Law Association**

**Sunflower Foundation**  
*Board of Directors*

**Missouri/Kansas Super Lawyers, 2008-2009**

**Best Lawyers in America®, 2005-2011**

**US Court of Appeals for the District of Columbia 1991-1992**  
*Staff Counsel*

**Hon. Deanell Tacha, US Court of Appeals for the Tenth Circuit 1990-1991**  
*Law Clerk*





## Orlando L. Alvarez, Jr.

Principal – Healthcare Consulting  
oalvarez@pyapc.com  
(800) 270-9629 | www.pyapc.com

As a recognized thought leader and innovator in the field of healthcare strategy and business development, Orlando has consistently demonstrated success in setting the strategic agenda for numerous healthcare organizations. With almost 30 years of healthcare experience, he has advised health systems across the United States and Europe. His industry experience also includes leadership roles with the Cleveland Clinic and Sisters of Charity Health System, where he led the development of strategic growth plans focused on the prioritized implementation of initiatives, value-based population health strategies, and brand expansion efforts. He has worked with faith-based, not-for-profit, as well as investor-owned healthcare organizations, and has successfully led many business transactions including divestitures, mergers, acquisitions, and corporate affiliations.

Orlando advises PYA clients in developing road maps for viability, profitability, innovation, and growth.

### PROFESSIONAL PROFILE

- Served as strategic advisor to hospital boards and senior executives in partnering strategies
- Led strategic redesign and initiative management for large tertiary, quaternary multi-hospital academic medical centers as well as stand-alone health systems
- Installed Strategic Deployment methodologies and Strategic Agenda Management framework
- Established ACOs/CINs with multiple regional hospital partners
- Developed physician-led IPAs
- Served as CEO of health system MSOs and physician-facing enterprise
- Led strategic viability assessments for multiple urban and rural hospitals
- Led service line optimization engagements for multi-state, multi-hospital systems as well as single-hospital health systems
- Developed and deployed patient attribution planning processes and primary care growth strategies
- Led reconfiguration and redesign of strategy functional areas
- Led multiple Human Design projects
- Led strategic execution of physician alignment strategies
- Developed system-wide clinical integration, payment reform/population management strategies
- Created and developed Chronic Care Disease Management programs
- Led efforts to identify and evaluate revenue diversification initiatives
- Created framework for evaluation of AI, VR, AR, Blockchain, and other innovation technology investments
- Developed and executed business plans for concierge medicine and virtual medicine initiatives
- Developed International Patient Services strategies and contracting platforms

### EDUCATION & CREDENTIALS

Bachelor of Arts  
*Bennington College*

### PROFESSIONAL ORGANIZATIONS

American College of Healthcare Executives

Society for Healthcare Strategy & Market Development

Fellow, Hispanic Leadership Institute



## Ken McCosh

Principal – Healthcare Consulting

kmccosh@pyapc.com

(800) 270-9629 | www.pyapc.com

With more than two decades of finance and operations management experience in the healthcare industry, Ken assists PYA clients through the complexities of fiscal management, productivity improvement, and strategic planning opportunities. His consulting background, coupled with experience serving as chief financial officer in finance leadership, helps streamline PYA clients' business operations and strengthen their bottom-line performance.

Given Ken's expertise in these areas and in accounting, revenue enhancement, project management, budgeting, forecasting, transaction, and other advisory services, he is able to provide decision support as clients strive to improve their businesses.

### PROFESSIONAL PROFILE

- Advised Board of Directors and C-Suite leadership on the economic impact of strategic initiatives, such as joint ventures, mergers, acquisitions, service line expansion, revenue enhancement, and cost reduction
- Provided project management assistance for development of hospital acquisition contingency plan
- Conducted market assessment and financial feasibility studies in compliance with Certificate of Need application and bond financing covenant requirements for major capital projects and service line growth initiatives
- Led statewide financial operations management and strategy for a geographically diverse health system comprised of seven acute care hospitals, a physician enterprise, and post-acute care services
- Performed financial analysis, strategic modeling, and budgeting for a regional post-acute health system that provides inpatient, outpatient, home health, skilled nursing, and assisted living services
- Developed a patient-level financial projection and reconciliation model to support health system participation in CMS' Bundled Payments for Care Improvement (BPCI) initiative
- Implemented a strategic capital management process for a large health system targeting a minimum 12% internal rate of return
- Achieved significant net revenue growth over six years for a large health system through financial feasibility assessments to support post-acute growth in the areas of home health, skilled nursing, assisted living, and rehabilitation service
- Facilitated the systemwide enterprise risk management assessment for a large regional health system
- Consolidated financial reporting, budget, and decision support functions for hospital system
- Identified and implemented productivity improvement and other operational efficiency initiatives
- Enhanced net revenue realization through revenue cycle improvements involving clinical documentation improvement, upfront cash collection, and strategic pricing
- Conducted renegotiations of various hospital/physician contracts to align financial incentives with hospital performance improvement initiatives

### EDUCATION & CREDENTIALS

**Bachelor of Business Administration**  
*University of Georgia*

**Certified Public Accountant**  
*Licensed in the state of Florida*

**Certified Healthcare Financial Professional**

### PROFESSIONAL ORGANIZATIONS

**American Institute of Certified Public Accountants**

**Healthcare Financial Management Association**



## Marcy Cent

Senior Manager – Healthcare Consulting

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(800) 270-9629 | www.pyapc.com

For nearly two decades, Marcy has provided strategic guidance and advisory support to physicians and hospital systems, helping them meet their business goals and implement systemwide opportunities. With over 12 years focused on development of coordinated and comprehensive oncology service lines and 10 years working within multi-hospital health systems, she brings specific skills and insight into implementing highly actionable plans in the most complex environments. Marcy offers expertise in strategic planning, market assessments, new program development and implementation, program optimization, physician and hospital integration, multidisciplinary team facilitation, accreditations, quality metric development, facilities planning and programming, and more.

### PROFESSIONAL PROFILE

- Performed strategic and business planning for comprehensive community and academic cancer programs, including multi-hospital plans and specific services—medical oncology, radiation oncology, surgical oncology, hepatobiliary cancer, lung cancer, breast cancer, brain tumors, ambulatory services expansion, and more
- Completed strategic and business planning for other service lines involving integrated community and academic clinical, teaching, and research programs (such as autism and cardiology)
- Assisted with physician-hospital integration, identifying strategic, financial, operational, and other issues associated with physician-hospital transactions and alignment
- Performed service optimization by assessing practices and hospital programs for opportunities to enhance productivity; quality; patient satisfaction; and financial performance, with a particular focus on non-revenue-generating services such as genetic counseling, patient navigation, and social work
- Supported clinically integrated networks by facilitation of strategic plan development to establish a CIN; investment in population health platforms; development of quality metrics; coordination of community physician practice acquisitions or recruitment; and MSO service expansion
- Facilitated multi-disciplinary physician center of excellence teams in several service lines and tumor sites including breast, lung, colorectal, and urologic cancers; brain tumors; and diabetes
- Designed and implemented new complex programs such as high-risk breast clinics, multidisciplinary tumor site clinics, lung screening and nodule programs
- Worked across systemwide hospital clinical and support service departments including finance, radiology, patient access, revenue cycle, managed care, physician practice, IT, marketing, foundation, etc., to accomplish program goals

### EDUCATION & CREDENTIALS

**Bachelor of Science in Business Management**  
*Fairfield University*

**Master of Business Administration**  
*Goizueta Business School, Emory University*

**Quality and Process Improvement Black Belt Certification**  
*Mercer University*

### PROFESSIONAL ORGANIZATIONS

**Association of Community Cancer Centers**



## Jason D. Hardin

Director – Healthcare Consulting

jhardin@pyapc.com

(800) 270-9629 | www.pyapc.com

Jason serves as one of the leaders for business intelligence and data analytics for the Firm. He has extensive experience in healthcare claims analytics, financial modeling/analysis, and database integration. In addition, he has a strong foundation in accounting and finance.

### PROFESSIONAL PROFILE

- Provided monthly dashboards and beneficiary-level analytics for over 30 hospitals participating in the Medicare Shared Savings Program (MSSP)
- Served on litigation support engagements regarding financial impact analytics, reimbursement computation, healthcare claims denial analysis
- Assisted numerous clients with analytics and reporting for the Medicare Bundled Payment for Care Improvement (BPCI) Initiative
- Utilized benchmarks from Medicare claims data to analyze the financial and operational health of several healthcare organizations
- Developed an interactive market and asset assessment model for a large academic medical center
- Managed a national Medicare Cost Report and Open Payments database
- Participated in a nationwide study of emergency department utilization
- Managed a team that designed a web-based program to assess physician compensation
- Created a database for a health system's Clinical Documentation Initiative team, realizing \$14.9M in savings during the first year
- Generated reports to analyze the financial and clinical impact of healthcare-related infections for various hospitals
- Performed due diligence and financial modeling for the merger of two health systems
- Created pro forma and projected financial statements for numerous healthcare organizations
- Assisted with pre-acquisition due diligence, including financial statement review
- Performed detailed market and demographic analyses in the development of strategic plans for hospital systems

### EDUCATION & CREDENTIALS

**Bachelor of Science in Business Administration**

*University of Tennessee, Knoxville*

**Master of Accountancy**

*University of Tennessee, Knoxville*

**Certified Public Accountant**

*Licensed in the state of Tennessee*

### PROFESSIONAL ORGANIZATIONS

**Tennessee Society of Certified Public Accountants**

**Healthcare Information and Management Systems Society**

**American Institute of Certified Public Accountants**



## Kristy M Diederich

Senior Consultant – Healthcare Consulting

kdiederich@pyapc.com

(800) 270-9629 | www.pyapc.com

Kristy provides strategic planning services that help clients identify strategic options that fit their unique circumstances, assess the financial impact of the options, and facilitate discussions to reach an agreement on key priorities. Kristy's industry experience includes academic medical centers, health systems, community hospitals, children's hospitals, and physician practices.

### PROFESSIONAL PROFILE

- Provides consulting services to health care organizations
  - Strategic planning
  - Hospital/ physician alignment
  - Service line development
  - Medical staff development
  - Ambulatory care planning
  - Financial planning and analysis
- Participated in medical staff planning for hospitals and health systems
- Provided detailed market and organizational analysis, for several healthcare organizations
- Assisted with the development of hospital and enterprise wide strategic plans including Board retreat materials preparation
- Prepared market demand projections and identified growth opportunities for a diverse range of health care services
- Participated in strategic planning initiatives, including facilitated sessions, for several healthcare organizations.

### EDUCATION & CREDENTIALS

**Bachelor of Science in Community Health**

*University of Kansas*

**Master of Health Services Administration**

*University of Kansas Medical Center*

### LEADERSHIP POSITIONS & RECOGNITION

**American College of Healthcare Executives**

*Member*

*Member*

**Kansas Association of Healthcare Executives**

*Member*

*Member*



## Holly A. Bizic

Senior – Healthcare Consulting

hbizic@pyapc.com

(800) 270-9629 | www.pyapc.com

Holly provides Medicare and Medicaid cost report preparation and consulting services in support of hospitals, skilled nursing facilities, hospices and home health agencies. She has over a decade of experience in the health care industry and previously worked as a field cost report auditor for a Medicare Administrative Contractor (MAC), where she developed extensive knowledge in the areas of Disproportionate Share (DSH), Medicare bad debt, and wage index. She also has experience compiling Medicare bad debt listings for cost report amendments, assisting with MAC audits and desk reviews, updating square footage for proper cost allocations and providing various Medicare benchmarking, educational and analytical services. Prior to working in the health care industry, Holly gained two years of governmental accounting and auditing experience with the Auditor of State's office in Cambridge, Ohio.

### PROFESSIONAL PROFILE

- Subject matter expert in the area of Medicare bad debt
- Experience in Medicare cost report preparation and reimbursement optimization
- Use of HCRIS for analytics and HFS software tools and management reports
- Knowledge in the performance of square footage analyses
- Trained in Physician Reimbursement and wRVU analyses
- Previous experience in lead role for multiple Medicare bad debt projects
- Previous Medicare Administrative Contractor audit experience
- Previous governmental accounting and auditing experience
- Speaker on topics relating to Medicare bad debt and regulatory updates

### EDUCATION & CREDENTIALS

**Bachelor of Science in Business Administration**  
*Wheeling Jesuit University*

### PROFESSIONAL ORGANIZATIONS

**Healthcare Financial Management Association – Florida Chapter**



**LEASE AND TRANSFER AGREEMENT EVALUATION**

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**APPENDIX C:  
GENERAL BUSINESS TERMS**



**LEASE AND TRANSFER AGREEMENT EVALUATION**

**GENERAL BUSINESS TERMS**

Except to the extent eventually determined to have resulted from PYA, P.C. ("PYA") fraudulent behavior or willful misconduct: (1) PYA's maximum liability to Hospital Authority of Albany-Dougherty County's ("the Authority") for any reason relating to the services under this letter shall be limited to the fees paid to PYA for the services or work product giving rise to liability, and (2) the Authority will indemnify and hold harmless PYA and its personnel from any claims, liabilities, costs, and expenses arising for any reason relating to the services under this letter.

This engagement letter reflects the entire agreement between the Authority and PYA relating to the services covered by this letter. It replaces and supersedes any previous proposals, correspondence, and understandings, whether written or oral. The agreements of the Authority and PYA contained in this engagement letter shall survive the completion or termination of this arrangement.

Any controversy or claim arising out of or relating to the services covered by this letter or hereafter provided by us to the Authority shall be submitted first to voluntary mediation, and if mediation is not successful, then to binding arbitration. Judgment on any arbitration award may be entered in any court having proper jurisdiction.

The aforementioned timeline and fees will expire at the end of 30 days from the date of this letter if PYA does not receive a signature of acceptance. PYA will be happy to revisit these services with you if a delay in acceptance is anticipated, but the terms of this letter are outlined with specific start dates, PYA staffing, and fees that would need to be reconsidered after 30 days. Furthermore, fees for any additional services that may be required on the Authority's behalf such as consulting services, meeting with or responding to third parties (i.e., subpoenas), or explaining our report to any regulatory body or in any investigation to a judge, jury, or any other trier of fact as convened in any judicial matter will be billed in addition to the professional fees outlined herein and at our then standard hourly rates.

Following commencement of work on this engagement, fees and expenses will be billed to you on a periodic basis and are due upon receipt. PYA may stop work at any time in the event of any unpaid balance. If, for any reason, this engagement is terminated prior to its completion, then our fees shall not be less than the amount of time incurred as of that time at our normal billing rates, plus any out of pocket expenses incurred as of that date.

The Authority understands that PYA will not be making management decisions or performing in a management role. The Authority is responsible for management decisions and functions; for designating an individual with suitable skill, knowledge, or experience to oversee the services PYA provides; and for evaluating the adequacy of those services.





**LEASE AND TRANSFER AGREEMENT EVALUATION**

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In conjunction with the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), PYA requires a business associate agreement (“BAA”) to be on file prior to the receipt of any protected health information (“PHI”). For this purpose, PHI has the meaning set forth in HIPAA, the American Recovery and Reinvestment Act of 2009, and their implementing regulations set forth at 45 C.F.R. Parts 160 and 164. If we do not have a BAA with you updated for the HIPAA Final Omnibus Rule published January 25, 2013 and PHI is involved, PYA would be pleased to review your standard BAA as part of our engagement process. We have enclosed our standard BAA that will govern transactions involving PHI until superseded by another signed agreement.

PYA reserves the right to use its name in association with the Authority in any marketing and/or promotional content distributed by PYA both privately and publicly. Such promotions may include tombstones, testimonials, case studies and other materials that positively associate and reflect the relationship between the Authority and PYA. PYA hereby agrees not to use its name in association with the Authority in any way that might reflect either organization negatively. The Authority agrees to assist PYA in promotions which may include providing testimonials, joint conference presentations, videos, introductions, and white-paper authoring.



**LEASE AND TRANSFER AGREEMENT EVALUATION**

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**APPENDIX D:  
BUSINESS ASSOCIATE AGREEMENT**



## BUSINESS ASSOCIATE AGREEMENT

### PYA as Business Associate to Client

THIS BUSINESS ASSOCIATE AGREEMENT (the "*Agreement*") is made and entered into between PYA, P.C. ("*PYA*"), and Hospital Authority of Albany-Dougherty County ("*Client*").

Client is a Covered Entity (or is a Business Associate to one or more Covered Entities) pursuant to the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder from time to time by the United States Department of Health and Human Services (collectively, and together with the Health Information Technology for Economic and Clinical Health Act, all as amended from time to time, "*HIPAA*").

Client has engaged or may engage PYA to perform certain services (the "*Services*") pursuant to one or more engagement letters or other agreements between the parties (each, whether written or oral, a "*Services Agreement*"). In the course of providing the Services, Client may make available to PYA or have PYA obtain or create on its behalf information that may be deemed Protected Health Information subject to the provisions of HIPAA and information subject to protection under other federal or state laws.

In order to comply with the applicable provisions of HIPAA and other federal or state laws as applicable, the parties agree as follows:

#### **1. Definitions.**

1.1 Capitalized terms used but not otherwise defined in this Agreement shall have the meanings ascribed in HIPAA (whether or not such terms are capitalized therein).

1.2 "*Effective Date*" means the date indicated on the signature page of this Agreement or, if later, the first date upon which PYA receives, accesses, creates, transmits, or maintains PHI.

1.3 "*Electronic PHI*" means PHI that is Electronic Protected Health Information.

1.4 "*PHI*" means Protected Health Information received or accessed by PYA from or on behalf of Client or created, transmitted, or maintained by PYA for or on behalf of Client.

2. **Permitted Uses.** PYA may use PHI only as permitted or required by this Agreement and only for the following purposes:

- (i) as necessary to perform the Services;
- (ii) to carry out its legal responsibilities;
- (iii) for the proper business management and administration of PYA;
- (iv) to provide Data Aggregation services relating to the Health Care Operations of Client, but only to the extent, if any, expressly provided in the Services Agreement;
- (v) to de-identify PHI in accordance with the standards set forth under HIPAA, but only to the extent, if any, expressly provided in the Services Agreement; and
- (vi) as Required By Law.

3. **Permitted Disclosures.** PYA may disclose PHI only as permitted or required by this Agreement for the following purposes:

- (i) as necessary to perform the Services;

(ii) for the proper business management and administration of PYA or to carry out its legal responsibilities, if Required By Law or if PYA has obtained reasonable assurances that the recipient will (A) hold such PHI in confidence, (B) use or further disclose it only for the purpose for which it was received or as Required By Law, and (C) notify PYA of any instance of which the recipient becomes aware in which the confidentiality of such PHI has been breached; and

(iii) as otherwise Required By Law.

#### **4. Prohibited Uses and Disclosures.**

4.1 Subject to Client's compliance with its obligations set forth in Section 16 as applicable, PYA shall not use or further disclose PHI in a manner that would violate HIPAA if done by Client.

4.2 If Client notifies PYA that Client has agreed to be bound by additional restrictions on the uses or disclosures of PHI pursuant to Section 16, PYA shall be bound by such additional restrictions and shall not use or disclose PHI in violation of such additional restrictions.

4.3 PYA shall not sell PHI or otherwise receive remuneration, directly or indirectly, in exchange for PHI; provided, however, that this prohibition shall not affect payment to PYA by Client for performance of the Services.

4.4 PYA shall not use or disclose PHI for purposes of marketing or fundraising.

5. **Subcontractors and Agents.** Any disclosure to a Subcontractor or agent of PYA shall be pursuant to a written agreement between PYA and such Subcontractor or agent containing substantially the same restrictions and conditions on the use and disclosure of PHI as are set forth in this Agreement.

6. **Minimum Necessary.** PYA shall request, access, use, and disclose only the minimum amount of PHI necessary, in accordance with HIPAA, to perform the Services.

7. **Certain Privacy Rule Compliance.** To the extent that PYA is to carry out one or more of Client's obligations under Subpart E of Part 164 of HIPAA (generally known as the HIPAA Privacy Rule), PYA shall comply with such requirements that apply to Covered Entity in the performance of such obligations.

8. **Safeguards.** PYA at all times shall maintain administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, availability, and integrity of Electronic PHI that it creates, receives, maintains, or transmits in accordance with the regulations set forth at 45 CFR § 164.308, 45 CFR § 164.310, and 45 CFR § 164.312 and shall maintain policies and procedures and other documentation in accordance with the regulations set forth at 45 CFR § 164.316. PYA acknowledges that such provisions apply to PYA in the same manner that they apply to Covered Entities.

9. **Breach Investigation and Reporting.**

9.1 As soon as practicable following any actual or reasonably suspected impermissible use or disclosure of PHI, PYA shall assess whether such actual or suspected impermissible use or disclosure was of PHI that is Unsecured Protected Health Information and, if so (or if PYA cannot determine reasonably conclusively to the contrary), PYA shall make an evaluation of whether there is a low probability that the PHI has been compromised. In making such evaluation, PYA shall conduct a risk assessment that considers, at a minimum, (i) the nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification, (ii) the unauthorized person who used the protected health information or to whom the disclosure was made, (iii) whether the protected health information was actually acquired or viewed, and (iv) the extent to which the risk to the protected health information has been mitigated, and PYA shall evaluate the overall possibility that the PHI has been compromised by considering all of the above, and any other relevant factors, in combination.

9.2 If pursuant to the evaluation described in Section 9.1 PYA reasonably determines that such impermissible use or disclosure constitutes a Breach of PHI that is Unsecured Protected Health Information, PYA shall provide Client in writing, without unreasonable delay but in no case later than 10 days following such determination, written notice setting forth the date of discovery thereof, the identities of affected individuals (or, if such identities are unknown at that time, the classes of such individuals), a general description of the nature of the incident, and such other information as is required pursuant to HIPAA or reasonably requested by Client. PYA shall supplement such notice with information not

available at the time of the initial notification as promptly thereafter as the information becomes available to PYA.

9.3 For purposes hereof, an actual or suspected use or disclosure shall be deemed impermissible if it is not or would not be permitted by this Agreement or if it is or would be in violation of HIPAA.

9.4 For purposes hereof, an impermissible use or disclosure shall be deemed discovered by PYA as of the first day on which such impermissible use or disclosure is known to PYA or, by exercising reasonable diligence, would have been known to PYA, and PYA shall be deemed to have knowledge of an impermissible use or disclosure if such impermissible use or disclosure is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the impermissible use or disclosure, who is a workforce member of PYA or an agent of PYA (determined in accordance with the federal common law of agency).

10. **Security Incident Reporting.** PYA shall report to Client in writing any Security Incident involving Electronic PHI, other than a Security Incident that involves an actual or suspected impermissible use or disclosure of PHI, within 30 days of PYA's discovery thereof. The parties acknowledge and agree that this section constitutes notice by PYA to Client of the ongoing occurrence of events that may constitute Security Incidents but that are trivial, routine, do not constitute a material threat to the security of PHI, and do not result in unauthorized access to or use or disclosure of PHI (such as typical pings and port scans), for which no additional notice to Client shall be required.

11. **Mitigation.** PYA shall take all actions reasonably necessary and shall cooperate with Client as reasonably requested to mitigate, to the extent practicable, any harmful effect of any use or disclosure of PHI in violation of the terms and conditions of this Agreement or of any applicable law.

12. **Access and Amendment.** With respect to an Individual as to whom PYA maintains PHI, PYA shall notify Client promptly upon receipt of a request from such an Individual for access to or a copy of such Individual's PHI or to amend such Individual's PHI. To the extent permitted under HIPAA, and except as otherwise required upon the order of a court of competent jurisdiction, (i) PYA shall direct such Individual to make such request of Client and (ii) PYA shall not consent to such access, deliver such copy, or comply with such request except as directed by Client. With respect to PHI maintained by PYA in a Designated Record Set, to the extent required by HIPAA, PYA shall (i) make available PHI to Individuals or Client, as reasonably requested by Client and in accordance with HIPAA and (ii) upon receipt of notice from Client, promptly amend any portion of the PHI so that Client may meet its amendment obligations under HIPAA.

**13. Accounting for Disclosures.** PYA shall document all disclosures of PHI by PYA and information related to such disclosures as would be required for Client to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with HIPAA. PYA shall maintain such information for the applicable period set forth in HIPAA. PYA shall deliver such information to Client or, upon Client's request, to the Individual, in the time and manner reasonably designated by Client, in order for Client to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with HIPAA. The obligations set forth in this section shall survive the expiration or any termination of this Agreement and shall continue, as to a given instance of a disclosure, until the earlier of (i) the passing of the time required for such information to be maintained pursuant to HIPAA or (ii) the delivery to Client of all such information in a form and medium reasonably satisfactory to Client and the return or destruction of all PHI as provided in this Agreement.

**14. Audit.** If PYA receives a request, made on behalf of the Secretary of the Department of Health and Human Services, that PYA make its internal practices, books, and records relating to the use or disclosure of PHI available to the Secretary of the Department of Health and Human Services for the purposes of determining Client's or PYA's compliance with HIPAA, PYA promptly shall notify Client of such request and, unless enjoined from doing so by order of a court of competent jurisdiction in response to a challenge raised by Client or PYA (which challenge PYA shall not be obligated to raise), PYA shall comply with such request to the extent required of it by applicable law. Nothing in this Agreement shall waive any attorney-client privilege or other privilege applicable to either party.

**15. Compliance with Law.** PYA shall comply with all applicable federal and state laws regarding individually identifiable information contained in or associated with PHI, including without limitation any state data breach laws or other state laws regarding the protection of such information. Nothing in this Agreement shall be construed to require PYA to use or disclose PHI without a written authorization from an Individual who is the subject thereof, or written authorization from any other person, where such authorization would be required under federal or state law for such use or disclosure.

**16. Obligations of Client.** Client shall (i) notify PYA of any limitation in Client's Notice of Privacy Practices to the extent that such limitation may affect PYA's use or disclosure of PHI, (ii) notify PYA of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such change may affect PYA's use or disclosure of PHI, (iii) notify PYA of any restriction on the use or disclosure of PHI to which Client has agreed in accordance with HIPAA, to the extent that such restriction may affect PYA's use or disclosure of PHI, and (iv) obtain any authorization or consents as may be Required by Law for any of the uses or disclosures of PHI necessary for PYA to provide to the Services.

**17. Term and Termination.** This Agreement shall become effective on the Effective Date and shall continue in effect until the earlier to occur of (i) the expiration or termination of all Services Agreements or (ii) termination pursuant to this section. Either party may terminate this Agreement effective immediately if it determines that the other party has breached a material provision of this Agreement and failed to cure such breach within 30 days of being notified by the other party of the breach. If the non-breaching party reasonably determines that cure is not possible, such party may terminate this Agreement effective immediately upon written notice to other party.

**18. Effect of Termination.** Upon termination of this Agreement, subject to any applicable provisions of the Services Agreement, PYA shall return to Client or destroy all PHI that PYA maintains in any form and retain no copies of such PHI or, if return or destruction is not feasible (including without limitation if PYA is required by applicable law to retain any such PHI for a time following termination), extend the protections of this Agreement to the PHI and limit its further use or disclosure to those purposes that make the return or destruction of the PHI infeasible. The parties acknowledge that accountant-client considerations may make it infeasible to return or destroy the PHI and that PYA will take such steps as it determines are reasonably appropriate to fulfilling its legal and ethical obligations with respect to the Services while safeguarding any retained PHI from impermissible use and/or disclosure. The requirements of this section shall survive termination or expiration of this Agreement and shall be in force as long as any PHI remains in the custody or control of PYA.

**19. Miscellaneous.**

**19.1 Notices.** Except as otherwise provided in this Agreement, notices and reports given under this Agreement shall be in writing and sent to PYA at **Attn: Compliance Officer, PYA, 2220 Sutherland Avenue, Knoxville, Tennessee 37919**, with copy to Steve F. Wood, Esq., Baker Donelson, 211 Commerce Street, Suite 800, Nashville, Tennessee 37201, and to Client at the address shown on the signature page hereof. Such notices shall be deemed delivered (i) when personally delivered, (ii) on the third business day after deposit, properly addressed and postage pre-paid, when sent by certified or registered U.S. mail to the address provided herein, or (iii) on the next business day when sent with next-business-day instruction by recognized overnight document delivery service to the address provided herein.

**19.2 Nature of Relationship.** PYA shall perform all services hereunder as an independent contractor to Client, and nothing contained herein shall be deemed to create any agency or other relationship between the parties or any of their affiliates. Neither party shall have the right, power, or authority under this Agreement to create any duty or obligation on behalf of the other party.

19.3 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State that govern the Services Agreement, without regard to conflict of law principles that would result in the application of any law other than the law of such State, and venue for any dispute under this Agreement shall be the same as the venue for a dispute under the Services Agreement.

19.4 Waiver. A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of, any right or remedy as to subsequent events.

19.5 Severability. If any one or more of the provisions of this Agreement should be ruled wholly or partly invalid or unenforceable by a court or other government body of competent jurisdiction, then (i) the validity and enforceability of all provisions of this Agreement not ruled to be invalid or unenforceable will be unaffected; (ii) the effect of the ruling will be limited to the jurisdiction of the court or other government body making the ruling; (iii) the provision(s) held wholly or partly invalid or unenforceable would be deemed amended, and the court or other government body is authorized to reform the provision(s), to the minimum extent necessary to render them valid and enforceable in conformity with the parties' intent as manifested herein; and (iv) if the ruling, and/or the controlling principle of law or equity leading to the ruling, subsequently is overruled, modified, or amended by legislative, judicial or administrative action, then the provision(s) in question as originally set forth in this Agreement will be deemed valid and enforceable to the maximum extent permitted by the new controlling principle of law or equity.

19.6 Entire Agreement. This Agreement, together with each Services Agreement, constitutes the entire agreement between the parties concerning the subject matter hereof. No prior or contemporaneous representations, inducements, promises, or agreements, oral or otherwise, between the parties with reference thereto will be of any force or effect. Each party represents and warrants that, in entering into and performing its obligations under this Agreement, it does not and will not rely on any promise, inducement, or representation allegedly made by or on behalf of the other party with respect to the subject matter hereof, nor on any course of dealing or custom and usage in the trade, except as such promise, inducement, or representation may be expressly set forth herein.

19.7 Amendments. This Agreement may not be modified, nor shall any provision hereof be waived or amended, except in a writing duly signed by authorized representatives of the parties; provided, however, that upon the enactment of any law or regulation affecting the use or disclosure of PHI, or on the publication of any decision of a court of competent jurisdiction relating to any such law, or the publication of any interpretive policy or opinion of any governmental agency charged with the enforcement of any such law or regulation, Client may, by written notice to PYA, propose to amend this Agreement in such a manner as Client reasonably determines necessary to comply therewith, and such proposed amendment shall become operative unless PYA rejects such amendment by written notice to Client within 30 days thereafter, in which case, unless the parties agree on an amendment within 30 days after PYA's notice, either party may terminate this Agreement by

written notice to the other.

19.8 No Third Party Beneficiaries. No provision of this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the parties and the respective successors or assigns of the parties, any rights, remedies, obligations, or liabilities whatsoever, and any implication to the contrary is expressly disclaimed by each party.

19.9 Injunctive Relief. PYA acknowledges that the breach or threatened breach by it of any provision of this Agreement may cause Client irreparable harm and that Client may not have an adequate remedy for such breach at law, and PYA therefore agrees that upon any breach or threatened breach of this Agreement, Client will be entitled to seek, and PYA shall not object to, injunctive relief to prevent PYA from commencing or continuing any action that constitutes or would constitute such breach, or to compel PYA to take action required under this Agreement or otherwise specifically perform hereunder, without bond, without the need of proof of actual damages, and without prejudice to any other rights or remedies to which Client may be entitled as a result of a breach of this Agreement.

19.10 Headings; Interpretation. The headings of the sections used in this Agreement are included for convenience only and are not to be used in construing or interpreting this Agreement. In the event of a conflict between the provisions of this Agreement and any provisions of the Services Agreement, the provisions of this Agreement shall control. In the event of an inconsistency between the provisions of this Agreement and mandatory provisions of HIPAA, as amended, or its interpretation by any court or regulatory agency with authority over either party hereto, HIPAA (interpreted by such court or agency, if applicable) shall control. Where provisions of this Agreement are different from those mandated under HIPAA, but are nonetheless permitted by such rules as interpreted by relevant courts or agencies, the provisions of this Agreement shall control.

19.11 Counterparts. This Agreement may be executed in separate counterparts, each of which so executed and delivered shall constitute an original, but all such counterparts constitute one and the same instrument. Manually-executed counterparts may be delivered in faxed or scanned electronic form, each of which (whether originally executed or such a faxed or scanned electronic document) shall be deemed an original, and all of which together shall constitute one and the same instrument. In making proof of this Agreement, it shall not be necessary to produce or account for more than one counterpart hereof signed by each of the parties.

IN WITNESS WHEREOF, PYA and Client have caused this Agreement to be executed and delivered by their duly authorized representatives.

**PYA:**

**CLIENT:**

By: \_\_\_\_\_  
*(Signature)*

By: \_\_\_\_\_  
*(Signature)*

Name: \_\_\_\_\_  
*(Please Print)*

Name: \_\_\_\_\_  
*(Please Print)*

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_  
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