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March 3, 2016

Allison Thigpen, MPH
Health System Improvement Coordinator
Division of Health Planning
5th Floor, Andrew Johnson Tower
710 James Robertson Parkway
Nashville, TN 37243

Via Email Delivery

Dear Ms. Thigpen:

As you are aware, Wellmont Health System and Mountain States Health Alliance submitted an application to the Tennessee Department of Health on February 16, 2016 for the issuance of a Certificate of Public Advantage. On the same day, the parties submitted a similar application to the Southwest Virginia Health Authority and the Virginia Department of Health for the issuance of a Letter Authorizing a Cooperative Agreement.

In drafting the two applications, we prepared a crosswalk of the Tennessee and Virginia application requirements and the corresponding sections in both applications. We are providing you and the Southwest Virginia Health Authority a copy of this crosswalk in hopes that it will be helpful in your review.

We would be pleased to discuss any of this information or any questions that you, or your colleagues, may have.

Sincerely,



Claire Cowart Haltom, Esq.
Baker, Donelson, Bearman, Caldwell
& Berkowitz, PC
Counsel for Wellmont Health System

Enclosure

cc: Jane Young, Esq.
Jeff Ockerman, Esq.
Janet Kleinfelter, Esq.
Vic Domen, Esq.
Robert E. Cooper, Jr., Esq.
J. Richard Lodge, Esq.
Richard G. Cowart, Esq.

COOPERATIVE AGREEMENT APPLICATION REQUIREMENTS¹

VA Reg. Item No.	Virginia Regulations	TN Application Item No.	Tennessee Regulations
12VAC5-221-70	The Commissioner's Request for Information	1200-38-01-.02	Application Process
B.	To the extent the information is not present within the Application, the Commissioner shall request the following information:	Reg. item (2)(a)	Parties seeking a COPA shall apply to the Department in writing. Parties shall submit the following information in the Application:
		Cover page	A descriptive title;
		Table of Contents	A table of contents;
		2.	The names of each party to the Application and the address of the principal business office of each party;
12VAC5-221-70C	All supplemental information submitted to the Commissioner shall be accompanied by a verified statement signed by the Chairperson of the Board of Directors and Chief Executive Officer of each Party; or if one or more of the Parties is an individual, signed by the individual attesting to the accuracy and completeness of the enclosed information.	3.	A verified statement signed by the Chairperson of the Board of Directors and Chief Executive Officer of each party to the Application; or, if one or more of the Applicants is an individual, signed by the individual Applicant; attesting to the accuracy and completeness of the enclosed information;
B.1.	A report(s) used for public information and education about the proposed Cooperative Agreement prior to the Parties' submission of the Application. The Applicants shall document the efforts used to disseminate the report(s). The report(s) shall include, but are not limited to:	10.	A report used for public information and education that is documented to have been disseminated prior to submission of the Application and submitted as part of the Application. The report must include the following:
a.	A description of the proposed Primary Service Area (PSA) and the Secondary Service Areas (SSA) and the services and facilities to be included in the Cooperative Agreement;	(i)	A description of the proposed geographic service area , services and facilities to be included in the Cooperative Agreement;
b.	A description of how health services will change if the Letter Authorizing Cooperative Agreement is issued;	(ii)	A description of how health services will change if the Application is accepted;
c.	A description of improvements in patient access to health care including prevention services for all categories of payers and advantages patients will experience across the entire service area regarding costs, availability, and accessibility upon implementation of the Cooperative	(iii)	A description of improvements in patient access to health care including prevention services for all categories of payers and advantages patients will experience across the entire service area regarding costs, availability or accessibility upon initiation of the Cooperative Agreement and/or findings

¹ Highlighted text indicates there is a difference in the wording of the similar corresponding request.

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	<p>Agreement and/or findings from studies conducted by hospitals and other external entities, including health economists, and clinical services and population health experts, that describe how implementation of the proposed Cooperative Agreement will be effective with respect to resource allocation implications; efficient with respect to fostering cost containment, including, but not limited to, eliminating duplicative services; and equitable with respect to maintaining quality and competition in health services within the service area and assuring patient access to and choice of insurers and providers within the health care system;</p> <p>d. A description of any plans by the Parties regarding existing or planned facilities that will impact access for patients to the services currently offered by the Parties at their respective facilities, including expansions, closures, reductions in capacity, consolidation, and reduction or elimination of any services;</p> <p>e. A description of the findings from community or population health assessments for the service areas regarding major health issues, trends, and health disparities, including comparisons to measures for the state and similar regional areas, and a description of how the health of the population will change if the Letter Authorizing Cooperative Agreement is issued; and</p> <p>f. A description of the impact on the health professions workforce including long-term employment, wage levels, recruitment, and retention of health professionals.</p>	<p>11.e.(i)</p> <p>10.(iv)</p> <p>11.f.</p>	<p>from studies conducted by hospitals and other external entities, including health economists, clinical services and population health experts, that describe how implementation of the proposed Cooperative Agreement plans will be: effective with respect to resource allocation implications; efficient with respect to fostering cost containment, including, but not limited to, eliminating duplicate services and future plans; and equitable with respect to maintaining quality and competition in health services within the service area, assuring patient access to and choice of insurers and providers within the health care system;</p> <p>Identification of all services and products likely to be affected by the Cooperative Agreement and the locations of the affected services and products;</p> <p>Findings from service area assessments that describe major health issues and trends, specific population health disparities and comparisons to state and other similar regional areas proposed to be addressed;</p> <p>Impact on the health professions workforce including long-term employment and wage levels and recruitment and retention of health professionals; and</p>
2.	A record of community stakeholder and consumer views of the proposed Cooperative Agreement collected through a public participatory process including meetings and correspondence. Transcripts or minutes of any meetings held during the public participatory process shall be included in the report.	10.(vi)	A record of community stakeholder and consumer views of the proposed Cooperative Agreement collected through a public participatory process including meetings and correspondence in which this report or its components were used.
3.	A summary of the nature of the proposed	1.	An executive summary which includes:

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	Cooperative Agreement between the parties;	<ul style="list-style-type: none"> (i) (ii) (I) (II) (III) (iii) (iv) 	<ul style="list-style-type: none"> Goals for change to be achieved by the Cooperative Agreement; Benefits and advantages to parties and the public including but not limited to: <ul style="list-style-type: none"> Population health; Access to health care and prevention services; and Healthcare operating costs, including avoidance of capital expenditures, reduction in operating expenditures and improvements in patient outcomes. Description of how the Cooperative Agreement better prepares and positions the parties to address anticipated future changes in health care financing, organization and accountability initiatives; and Potential disadvantages of the Cooperative Agreement.
4.	<p>A signed copy of the Cooperative Agreement and a copy of the following:</p> <ul style="list-style-type: none"> a. A description of any consideration passing to any Party, individual or entity under the Cooperative Agreement including the amount, nature, source, and recipient; b. A detailed description of any merger, lease, operating or management contract, change of control or other acquisition or change, direct or indirect, in ownership of any Party or of the assets of any Party to the Cooperative Agreement; c. A list of all services and products and of all hospitals and other service locations that are a subject of the Cooperative Agreement including those not located or provided within the boundaries of the Commonwealth of Virginia, and including, but not limited to, hospitals or other inpatient facilities, insurance products, 	11.	<p>A signed copy of the Cooperative Agreement, including:</p> <ul style="list-style-type: none"> a. A description of any consideration passing to any individual or entity under the Cooperative Agreement including the amount, nature, source and recipient; b. A detailed description of any merger, lease, operating or management contract, change of control or other acquisition or change, direct or indirect, in ownership of the assets of any party to the Cooperative Agreement; c. A list of all services and products and of all service locations that are the subject of the Cooperative Agreement, including those not occurring within the boundaries of the State of Tennessee, and including, but not limited to, hospitals or other inpatient facilities, insurance products, physician practices, pharmacies, accountable care

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	<p>physician practices, pharmacies, accountable care organizations, psychiatric facilities, nursing homes, physical therapy and rehabilitation units, home care agencies, wellness centers or services, surgical centers or services, dialysis centers or services, cancer centers or services, imaging centers or services, support services, and any other product, facility, or service; and</p> <p>d. A description of each Party's contribution of capital, equipment, labor, services, or other contribution of value to the transaction.</p>		<p>organizations, psychiatric facilities, nursing homes, physical therapy and rehabilitation units, home care agencies, wellness centers or services, surgical centers or services, dialysis centers or services, cancer centers or services, imaging centers or services, support services or any other product, facility or service;</p> <p>d. A description of each party's contribution of capital, equipment, labor, services or other value to the transaction;</p>
5.	<p>A detailed description of the current and proposed PSA and SSA for the Parties, including the PSA and SSA of each of the Parties' hospitals, not limited to the boundaries of the Commonwealth of Virginia. If the proposed PSA and SSA differ from the service areas where the Parties have conducted business over the five (5) years preceding the Application, a description of how and why the proposed PSA or SSA differ and why changes are proposed;</p>	5.	<p>A detailed description of the proposed geographic service area, not limited to the boundaries of the State of Tennessee. If the proposed geographic service area differs from the service areas where the parties have conducted business over the five (5) years preceding the Application, a description of how and why the proposed geographic service area differs and why changes are proposed;</p>
6.	<p>A description of the prior history of dealings between the Parties, including but not limited to, their relationship as competitors and any prior joint ventures, affiliations or other collaborative agreements between the Parties.</p>	4.	<p>A description of the prior history of dealings between the parties to the Application, including, but not limited to, their relationship as competitors and any prior joint ventures or other collaborative arrangements between the parties;</p>
7.	<p>A description and summary of all aspects of the financial performance of each Party to the transaction for each of the preceding five (5) fiscal years including tax returns, debt, bond rating, and debt service, and copies of offering materials, subsequent filings such as continuing disclosure agreements and material event disclosures, and financial statements prepared by external certified public accountants, including management reports;</p>	11.g.(i)	<p>A description and summary of all aspects of the financial performance of each party to the transaction for the preceding five (5) fiscal years including debt, bond rating and debt service and copies of offering materials, subsequent filings such as continuing disclosure agreements and material event disclosures, and financial statements prepared by external certified public accountants, including management reports;</p>
8.	<p>A copy of the current annual budget for each Party to the Cooperative Agreement. The budgets shall be in sufficient detail so as to determine the fiscal impact of the Cooperative Agreement on each Party. The budgets shall be prepared in conformity</p>	11.g.(ii)	<p>A copy of the current annual budget for each party to the Cooperative Agreement</p>

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	with generally accepted accounting principles (GAAP) and all assumptions used shall be documented;		
9.	Projected budgets , including projects costs, revenues, profit margins, and operating ratios, of each Party for each year for a period of five years after a Letter Authorizing Cooperative Agreement is issued. The budgets shall be prepared in conformity with generally accepted accounting principles (GAAP) and all assumptions used shall be documented;	11.g.(ii)	and a three (3) year projected budget for all parties after the initiation of the Cooperative Agreement. The budgets must be in sufficient detail so as to determine the fiscal impact of the Cooperative Agreement on each party. The budgets must be prepared in conformity with generally accepted accounting principles (GAAP) and all assumptions used must be documented;
10.	A detailed explanation of the projected effects including expected change in volume, price, and revenue as a result of the Cooperative Agreement, including: <ul style="list-style-type: none"> a. Identification of all insurance contracts and payer agreements in place at the time of the Application and a description of pending or anticipated changes that would require or enable the parties to amend their current insurance and payer agreements; b. A description of how pricing for provider insurance contracts are calculated and the financial advantages accruing to insurers, insured consumers and the parties to the Cooperative Agreement, if the Letter Authorizing Cooperative Agreement is issued including changes in percentage of risk-bearing contracts; and c. Identification of existing and future business plans, reports, studies or other documents of each party that: <ul style="list-style-type: none"> (1) Discuss each Party's projected performance in the market, business strategies, capital investment plans, competitive analyses, and financial projections, including any documents prepared in anticipation of the Cooperative Agreement; and (2) Identify plans that will be altered, eliminated, or combined under the Cooperative Agreement. 	11.g.(iii) <ul style="list-style-type: none"> I. Identification of all insurance contracts and payer agreements in place at the time of the Application and a description of pending or anticipated changes that would require or enable the parties to amend their current insurance and payer agreements; II. A description of how pricing for provider insurance contracts are calculated and the financial advantages accruing to insurers, insured consumers and the parties to the Cooperative Agreement, if the COPA is granted including changes in percentage of risk-bearing contracts; IV. Identification of existing or future business plans, reports, studies or other documents of each party that: <ul style="list-style-type: none"> A. Discuss each party's projected performance in the market, business strategies, capital investment plans, competitive analyses and financial projections including any documents prepared in anticipation of the Cooperative Agreement; and B. Identification of plans that will be altered, eliminated or combined under the Cooperative Agreement or subsequent COPA. 	A detailed explanation of the projected effects including expected change in volume, price and revenue as a result of the Cooperative Agreement, including: <ul style="list-style-type: none"> I. Identification of all insurance contracts and payer agreements in place at the time of the Application and a description of pending or anticipated changes that would require or enable the parties to amend their current insurance and payer agreements; II. A description of how pricing for provider insurance contracts are calculated and the financial advantages accruing to insurers, insured consumers and the parties to the Cooperative Agreement, if the COPA is granted including changes in percentage of risk-bearing contracts; IV. Identification of existing or future business plans, reports, studies or other documents of each party that: <ul style="list-style-type: none"> A. Discuss each party's projected performance in the market, business strategies, capital investment plans, competitive analyses and financial projections including any documents prepared in anticipation of the Cooperative Agreement; and B. Identification of plans that will be altered, eliminated or combined under the Cooperative Agreement or subsequent COPA.
11.	A copy of the following policies under the	11.g.(iii)III.	The following policies :

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	<p>proposed Cooperative Agreement:</p> <ul style="list-style-type: none"> a. A policy that assures no restrictions to Medicare and/or Medicaid patients; b. Policies for free or reduced fee care for the uninsured and indigent; c. Policies for bad debt write-off; and d. Policies that require the Parties to the Cooperative Agreement to maintain or exceed the existing level of charitable programs and services. 		<ul style="list-style-type: none"> A. Policy that assures no restrictions to Medicare and/or Medicaid patients, B. Policies for free or reduced fee care for the uninsured and indigent, C. Policies for bad debt write-off; and D. Policies that assure parties to the Cooperative Agreement will maintain or exceed the existing level of charitable programs and services.
<p>12.</p>	<p>A description of the plan to systematically integrate health care and preventive health services among the Parties to the Cooperative Agreement in the proposed geographic service area that addresses the following:</p> <ul style="list-style-type: none"> a. A streamlined management structure, including a description of a single board of directors, centralized leadership, and operating structure; b. Alignment of the care delivery decisions of the system with the interests of the community; c. Clinical standardization; d. Alignment of the cultural identities of the Parties to the Cooperative Agreement e. Any planned expansions, closures, reductions in capacity, consolidation, and reduction or elimination of any services; f. Any plan for integration regarding health professions workforce development and the recruitment and retention of health professionals; and g. Any plan for implementation of innovative or value-based payment models. 	<p>11.h.</p> <ul style="list-style-type: none"> (i) A streamlined management structure, including a description of a single board of directors, centralized leadership and operating structure; (ii) Alignment of the care delivery decisions of the system with the interest of the community; (iii) Clinical standardization; (iv) Alignment of cultural identities of the parties to the Cooperative Agreement; and <p>10.(v)</p> <p>Impact on the health professions workforce including long-term employment and wage levels and recruitment and retention of health professionals; and</p> <p>11.h.(v)</p> <p>Implementation of risk-based payment models to include risk, a schedule of risk assumptions and proposed performance metrics to demonstrate movement toward risk assumption and a proposed global spending cap for hospital services.</p>	<p>A description of the plan to systematically integrate health care and preventive services among the parties to the Cooperative Agreement, in the proposed geographic service area, that addresses the following:</p> <ul style="list-style-type: none"> (i) A streamlined management structure, including a description of a single board of directors, centralized leadership and operating structure; (ii) Alignment of the care delivery decisions of the system with the interest of the community; (iii) Clinical standardization; (iv) Alignment of cultural identities of the parties to the Cooperative Agreement; and <p>Impact on the health professions workforce including long-term employment and wage levels and recruitment and retention of health professionals; and</p> <p>Implementation of risk-based payment models to include risk, a schedule of risk assumptions and proposed performance metrics to demonstrate movement toward risk assumption and a proposed global spending cap for hospital services.</p>

VA Reg. Item No.	Virginia Regulations	TN Application Item No.	Tennessee Regulations
13.	<p>A description of the plan, including economic metrics, that details anticipated efficiencies in operating costs and shared services that can be gained only through the Cooperative Agreement including:</p> <p>a. Proposed use of any cost saving to reduce prices borne by insurers and consumers;</p> <p>b. Proposed use of cost savings to fund low or no-cost services designed to achieve long-term population health improvements; and</p> <p>c. Other proposed uses of savings to benefit advancement of health and quality of care and outcomes.</p>	<p>11.i.</p> <p>11.i.</p> <p>11.i.</p> <p>11.i.</p>	<p>A description of the plan, including economic metrics, that details anticipated efficiencies in operating costs and shared services to be gained through the Cooperative Agreement including:</p> <p>Proposed use of any cost savings to reduce prices borne by insurers and consumers;</p> <p>Proposed use of cost savings to fund low or no-cost services such as immunizations, mammograms, chronic disease management and drug and alcohol abuse services designed to achieve long-term Population health improvements; and</p> <p>Other proposed uses of savings to benefit advancement of health and quality of care and outcomes.</p>
14.	A description of the market and the competitive dynamics for health care services in the Parties' respective service areas, including at a minimum:	11.e.	A description of the competitive environment in the parties' geographic service area, including:
14.a.	The identity of any non-Party hospital located in the PSA and SSA and any non-Party hospital outside of the PSA and SSA that also serves patients in the Parties' PSA and SSA;		
14.b.	Estimates of the share of hospital services furnished by each of the Parties and any non-Party hospitals;	11.e.(ii)	The parties' estimate of their current market shares for services and products and the projected market shares if the COPA is granted;
14.c.	<p>Identification of whether any services or products of the proposed Cooperative Agreement are currently being offered or capable of being offered by any non-Party hospitals in the PSA and SSA</p> <p>and a description of how the proposed Cooperative Agreement will not exclude such non-Party hospitals from continued competitive and independent operation in the PSA and SSA;</p>	<p>6.</p> <p>7.</p> <p>11.e.(iii)</p>	<p>Identification of whether any services or products of the proposed Cooperative Agreement are currently being offered or capable of being offered by other providers or purchasers in the geographic service area described in the Application;</p> <p>Explanation of how the Cooperative Agreement will assure continued competitive and independent operation of the services or products of entities not a party to the Cooperative Agreement;</p> <p>A statement of how competition among health care providers or health care facilities will be reduced for the services and products included in the Cooperative Agreement; and</p>

VA Reg. Item No.	Virginia Regulations	TN Application Item No.	Tennessee Regulations
14.d.	A listing of the physicians employed by or under contract with each of the Parties' hospitals in the PSA and SSA, including their specialty and office location(s);		
14.e.	The identity of any potential entrants in the Parties' PSA and SSA and the basis for any belief that such entry is likely within the two calendar years immediately following the date of the Letter Authorizing Cooperative Agreement is issued by the Department; and		
14.f.	A list of each Party's top 10 commercial insurance payers by revenue within the PSA and SSA.		
15. a. b.	A detailed description of each of the benefits that the Parties propose will be achieved through the Cooperative Agreement. For each benefit include: a. A description specifically describing how the Parties intend to achieve the benefit; b. A description of what the Parties have done in the past with respect to achieving or attempting to achieve the benefits independently or through collaboration and how this may change if the Cooperative Agreement is granted;	See Response in Section 8: "Statement on Public Advantage"	
15.c.	An explanation of why the benefit can only be achieved through a Cooperative Agreement and not through other less restrictive arrangements; and	9.	A statement of whether the projected levels of cost, access to health care or quality of health care could be achieved in the existing market without the granting of a COPA; and, for each of the above, an explanation of why or why not;
15.d. (1)	A description of how the Parties propose that the Commissioner measure and monitor achievement of the proposed benefit including: (1) Proposed measures and suggested baseline values with rationale for each measure to be considered by the Commissioner in developing a plan to monitor achievement of the benefit;	11.j.	Proposed Measures and suggested baseline values with rationale for each measure to be considered by the Department in development of an Index. Proposed Measures are to be used to continuously evaluate the Public Advantage of the results of actions approved in the COPA through the Cooperative Agreements under active supervision of the Department.

VA Reg. Item No.	Virginia Regulations	TN Application Item No.	Tennessee Regulations
<p>(2)</p> <p>(3)</p> <p>(4)</p>	<p>The current and projected levels, and the trajectory, for each measure that would be achieved over the next five years under the Cooperative Agreement;</p> <p>The projected levels for each measure in five years in the absence of the Cooperative Agreement; and</p> <p>A plan for how the requisite data for assessing the benefit will be obtained.</p>	<p>11.j.</p> <p>11.j.</p> <p>(i)</p> <p>(ii)</p> <p>(iii)</p> <p>(iv)</p> <p>(v)</p>	<p>Measures should include source and projected trajectory over each of the first five (5) years of the Cooperative Agreement</p> <p>and the trajectory if the COPA was not granted;</p> <p>Proposed Measures may include:</p> <p>Improvements in the Population's health that exceed Measures of national and state improvement;</p> <p>Continuity in availability of services throughout the service area;</p> <p>Access and use of preventive and treatment health care services throughout the service area;</p> <p>Operational savings projected to lower health care costs to payers and consumers; and</p> <p>Improvements in quality of services as defined by surveys of the Joint Commission.</p>
<p>16.</p>	<p>A description of any potential adverse impact of the proposed Cooperative Agreement on population health, or quality, availability, cost, or price of health care services to patients or payers;</p>	<p>8.</p>	<p>A statement of whether there will be a Public Advantage or adverse impact on Population health, quality, access, availability or cost of health care to patients and payers as a result of the Cooperative Agreement;</p>
<p>17.</p> <p>a.</p> <p>b.</p>	<p>A description of any commitments the Parties are willing to make to address any potential adverse impacts resulting from the Cooperative Agreement. Each such commitment shall at a minimum include:</p> <p>The Parties' proposed benchmarks and metrics to measure achievement of the proposed commitments;</p> <p>The Parties' proposed plan to obtain and analyze data to evaluate the extent to which the commitments have been met, including how data shall be obtained from</p>	<p>See Responses in Sections 7 and 8: "Assurance of Continued Competitive Operation" and "Statement on Public Advantage"</p>	

VA Reg. Item No.	Virginia Regulations	TN Application Item No.	Tennessee Regulations
17.c.	<p>entities other than the Parties; and</p> <p>The Parties' proposed consequences if they do not meet a commitment.</p>		
18. 12VAC5-221-110.B	<p>A Plan of Separation. The parties shall provide an independent opinion from a qualified organization verifying the Plan of Separation can be operationally implemented without undue disruption to essential health services provided by the Parties.</p> <p>The Parties shall be required to update the Parties' Plan for Separation annually and submit the updated Plan of Separation to the Department.</p>	15.	<p>The Department shall require a Plan of Separation be submitted with the Application. The parties shall provide an independent opinion from a qualified organization verifying the Plan of Separation can be operationally implemented without undue disruption to essential health services provided by the parties; and</p> <p>The Plan of Separation shall be updated annually by the parties to the Cooperative Agreement.</p>
19.	A statement regarding the requirements for any Certificate(s) of Public Need resulting from the Cooperative Agreement;	11.e.(iv)	A statement regarding the requirement(s) for any Certificate(s) of Need resulting from the Cooperative Agreement.
20.	A detailed description of the total cost to the Parties resulting from the Application for the Cooperative Agreement. Cost estimates should include costs for consultant, legal and professional services, capital costs, financing costs, and management costs. The description should identify costs associated with the implementation of the Cooperative Agreement, including documentation of the availability of necessary funds. The description should identify which costs will be borne by each Party.	13.	A detailed description of the total cost resulting from the Cooperative Agreement, including, but not limited to, costs for consultant and professional services, capital costs, financing costs and management costs. The description should identify costs associated with the implementation of the Cooperative Agreement, including documentation of the availability of the necessary funds. The description should identify which costs are borne by each party;
21.	An explanation of the reasons for the exclusion of any information set forth in this section. If the Parties exclude an item because it is not applicable to the proposed Cooperative Agreement, an explanation of why the item is not applicable shall be provided;	12.	An explanation of the reasons for the exclusion of any information set forth in section 1200-38-01-.02, the Application Process, including an explanation of why the item is not applicable to the Cooperative Agreement or to the parties;
22.	<p>A timetable for implementing all components of the proposed Cooperative Agreement</p> <p>and contact information for the person(s) authorized to receive notices, reports, and communications with respect to the Letter</p>	<p>14.</p> <p>16.</p>	<p>A timetable for implementing all components of the Cooperative Agreement;</p> <p>The name, address and telephone number of the person(s) authorized to receive notices, reports and communications with</p>

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	Authorizing Cooperative Agreement;		respect to the Application.
23.	Data and documentation to support any requested supplemental information; and		
24.	Any additional information the Commissioner determines is necessary to conduct a review of the Application.		
	List of Attachments	17.	List of Attachments

TABLE OF COORDINATING EXHIBITS
IN THE VIRGINIA APPLICATION FOR A LETTER AUTHORIZING COOPERATIVE AGREEMENT
AND THE TENNESSEE COPA APPLICATION
MOUNTAIN STATES AND WELLMONT

EXHIBIT DESCRIPTION	VIRGINIA Exhibit Tab	TENNESSEE Exhibit Tab
Pre-Submission Report	1.1	10.1
Record of Community Stakeholder and Consumer Views	2.1	10.2
Signed Copy of the Cooperative Agreement	4.1	11.1
Organizational Chart of Mountain States	4.2	11.2
Organizational Chart of Wellmont	4.3	11.3
Geographic Service Area and Draw Areas	5.1	5.1A-C
Geographic Service Area	5.1A	5.1A
Hospital Draw Areas and Summary Statistics	5.1B	5.1B
Shares for New Health System	5.2	5.2
Financial Summary for Mountain States	7.1	11.4
Mountain States Bonds Official Statement for 2011 bonds	7.1A	11.4A
Mountain States Bonds Official Statement for 2012A bonds	7.1B	11.4B
Mountain States Bonds Official Statement for 2013 bonds	7.1C	11.4C
Mountain States Covenant Compliance Certificates for the Last Five Years [CONFIDENTIAL INFORMATION]	7.1D	11.4D
Mountain States Officer's Certificate Accompanying the Independent Auditor's Reports for FY10 to FY14 [CONFIDENTIAL INFORMATION]	7.1E	11.4E
Mountain States Audited Financial Statements for 2009 to 2014	7.1F	11.4F
Mountain States EMMA – Annual Disclosures for 2010 to 2015 and Material Event Disclosures	7.1G	11.4G
Mountain States Rating Agencies Reports	7.1H	11.4H
Mountain States Forms 990 for the Last Five Years	7.1I	<i>not applicable</i>
Financial Summary for Wellmont	7.2	11.5
Wellmont 2011 Bonds Official Statement for 2011 bonds	7.2A	11.5A

EXHIBIT DESCRIPTION	VIRGINIA Exhibit Tab	TENNESSEE Exhibit Tab
Wellmont Audits – External Audited Financial Statements for 2011 to 2014	7.2B	11.5B
Wellmont EMMA – Annual Disclosures for 2011 to 2015 and Material Event Disclosures	7.2C	11.5C
Wellmont External Auditor Management Letters for 2011 to 2014 [CONFIDENTIAL INFORMATION]	7.2D	11.5D
Wellmont Rating Agencies Reports	7.2E	11.5E
Wellmont Forms 990 for the Last Five Years	7.2F	<i>not applicable</i>
Mountain States Current Annual Budget and Budgets for the Last Five Years [CONFIDENTIAL INFORMATION]	8.1	11.6
Wellmont Current Annual Budget and Budgets for the Last Five Years [CONFIDENTIAL INFORMATION]	8.2	11.7
Five Year Projected Budget for New Health System	9.1	11.8
Mountain States Insurance Contracts and Payer Agreements	10.1	11.9
Wellmont Insurance Contracts and Payer Agreements	10.2	11.10
Existing and Future Business Plans of Mountain States [CONFIDENTIAL INFORMATION]	10.3	11.11
Existing and Future Business Plans of Wellmont [CONFIDENTIAL INFORMATION]	10.4	11.12
Mountain States Charity Care and Related Policies	1.1	8.4A
Wellmont Charity Care and Related Policies	11.2	8.5A
New Health System Alignment Policy	12.1	11.13
Outpatient Facilities and Physician Services	14.1	6.1A-E
All Outpatient Facilities	14.1A	6.1A
Urgent Care Facilities	14.1B	6.1B
CT/MRI Facilities	14.1C	6.1C
Ambulatory Surgical Centers	14.1D	6.1D
Physician Services	14.1E	6.1E
Mountain States Physicians	14.2	<i>not applicable</i>
Wellmont Physicians	14.3	<i>not applicable</i>

EXHIBIT DESCRIPTION	VIRGINIA Exhibit Tab	TENNESSEE Exhibit Tab
Mountain States List of Top 10 Commercial Insurance Payers	14.4	<i>not applicable</i>
Wellmont List of Top 10 Commercial Insurance Payers	14.5	<i>not applicable</i>
Health Rankings for Virginia Counties and Independent Cities within the Geographic Service Area	15.1A	8.1B
Health Rankings for Tennessee Counties within the Geographic Service Area	15.1B	8.1A
Geographic Service Area Payer Mix	15.1C	5.1C
Community Health Work Group Charters	15.2A	8.2A
Community Health Work Group Membership Lists	15.2B	8.2B
IOM Vital Signs Core Measures	15.3	11.14
Plan of Separation	18.1	15.1
Opinion on Plan of Separation	18.2	15.2