



BROWARD HEALTH

**303 SOUTHEAST 17TH STREET
FORT LAUDERDALE, FL 33316**

REQUEST FOR PROPOSALS QUALIFICATIONS

FOR

HOME THERAPY FIRMS

FOR

GOLD COAST HOME HEALTH AND HOSPICE SERVICES

Release Date: Thursday, February 25, 2010

Due Date: Prior to 3:00 P.M., Tuesday, March 23, 2010

Opening Time & Date: 11:00A.M., Wednesday, March 24, 2010

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SECTION I: INSTRUCTIONS FOR SUBMITTING A RESPONSE

1. The North Broward Hospital District ("NBHD") will receive sealed responses ("Responses") from **Home Therapy firms only (individual therapists interested in providing services, please contact the Gold Coast Home Health Services Administrator directly)** for Home Therapy services for Gold Coast Home Health and Hospice Services on an as need basis. **Contractors must submit one (1) original and eight (8) copies of the sealed Response. Additionally respondent must submit two (2) complete responses on virus-free CD-Rom media.**
2. Responses may be delivered in person, by registered mail, by U.S. mail or overnight delivery. All Responses must be directed to NBHD Corporate Resources & Materials Management, Information Systems Center, 1608 SE 3rd Avenue, Ft. Lauderdale, Florida, 33316. All Responses must arrive in Corporate Resources & Materials Management, Information Systems Center, **no later than 3:00 P.M. on Tuesday, March 23, 2010.** If submitting a Response by mail, Contractors must allow sufficient time for mailing. If submitting a Response by registered mail, the registered certification card will be returned to the Contractor acknowledging receipt of the Response only if requested.
3. Responses received after the closing time and date, for any reason whatsoever will not be accepted or considered. Any disputes regarding timely receipt of a Response shall be decided in the favor of Broward Health.
4. Firms responding to this RFP may return your RFP response including the correct number of copies by placing your response (s) into a sealed container utilizing the suggested RFP identification label in this formal RFP. Any Response not returned in the appropriate format in a sealed container/envelope with a completed response label taped on the outside of the sealed container may be rejected. Please complete required information on the mailing label, complete company name and address in upper left hand corner, check the appropriate block on the lower left corner indicating a "RFP RESPONSE ENCLOSED".
5. All submitted Responses **must be complete.** If any part of the required material is not submitted in whole, the Response may be deemed incomplete and not acceptable. Supplemental information may be attached to the Response, but must be designated as such.
6. Under no circumstance may a Contractor withdraw or modify a Response after **3:00 P.M., Tuesday, March 23, 2010.**
7. NBHD understands that the supplies, products, equipment, software or services requested in this RFP may vary from company to company in technique and material. All specifications set forth in this RFP are to be considered and construed as a general description of function, purpose and performance of the items desired. Any use of brand names or catalog numbers in the specifications is intended only as a description of the type of product and does not restrict bidding to any endorsed product. No Response will be disqualified from consideration where items offered by the Contractor are substantially equivalent in quality, purpose and standards, even though it does not correspond exactly to the description contained in the specifications. Where differences exist, they shall be separately identified in an addendum to the Response with a specific and concise explanation of what differences exist, why such differences do not substantially deviate from the quality, purpose and standards of the items specified, and define any impact on the construction schedule and electrical, mechanical or structural engineering calculations and/or specifications. Further data on such difference shall be provided if requested. The items and sizes shown on specification sheets are estimated requirements. Actual purchases may be more or less than quantities shown on specifications, but only the actual quantities required will be purchased.
8. NBHD will only consider qualified Contractors that can meet the requirements and specifications outlined in this RFP.
9. Employees and Officers not to Benefit - No NBHD employee or officer shall have any ownership or monetary interest, share, or part of any contract. Nor shall any NBHD employee or officer personally benefit monetarily or otherwise as a result of the execution of any contract related to this RFP.

10. Conflict of Interest - There shall be no dealings between the Contractor and NBHD that might be construed as a conflict of interest. The Contractor shall provide Broward Health with any and all information pertaining to any dealings with Broward Health that might be construed as a conflict of interest.
11. Diverse Vendor Participation – Broward Health (BH) is committed to ensuring the participation of Certified Diverse Vendors in its procurement of goods and services. Broward Health's Certified Diverse Vendors include SBEs, MBEs and WBEs approved by one of BH's certification partners.

Pursuant to this commitment, Broward Health, by an act of its Board of Commissioners, has adopted and implemented a Supplier Diversity Program; the provisions for which are coded in its General Administrative Policy No. GA-001-045 and reflected in its Procurement Code. In accordance therewith, Broward Health, at its discretion, applies certain Diverse Vendor Enhancements to ensure the participation of BH Certified Diverse vendors in the procurement process. **Per the Supplier Diversity policy, a Diverse Vendor Enhancement of 10% RFP Scoring Criteria BH Certified Diverse Vendors has been approved.**

Prime Vendors/Contractors can obtain a list of BH Certified Diverse Vendors for sub-contracting via our website @ www.browardhealth.org/diversity or by contacting the Office of Supplier Diversity (OSD) at 954-847-4467 and Fax 954-847-4244.

12. Contractor Registration - Contractor must be a registered vendor with Broward Health to contract with Broward Health. If a Contractor is not registered with Broward Health, then any Response submitted will not be considered until the Contractor completes and submits the required registration. Registration can be accessed via Broward Health's website at <http://www.browardhealth.org/registration>. All questions regarding the Registration process shall be directed to **Contracts Administration** at (954) 355-5133 or via email at vendorrelations@browardhealth.org.
13. Contractor Contact with Broward Health Representatives - Questions regarding Request for Proposal process and protocol should be directed to Mr. Larry Kemp, Bid Coordinator via e-mail only at lkemp@browardhealth.org Technical questions should be directed to Lynda Friedman, Administrator, Gold Coast Services via e-mail only at friedman@browardhealth.org. Electronic version of this RFP maybe be received by email request to jcaputa@browardhealth.org.
14. The submission of a Response shall be prima facie evidence that the Contractor is familiar with and agrees to comply with the contents of this RFP.
15. As a political subdivision, Broward Health is subject to the Florida Sunshine Act and Public Records Law. By submitting a Response, Contractor acknowledges that the materials submitted with the Response and the results of Broward Health's evaluation are open to public inspection upon proper request. Contractor should take special note of this as it relates to proprietary information that might be included in its Response.
16. PUBLIC ENTITY CRIMES: Section 287.133(2)(a) of the Florida Statutes states that a person or affiliate who has been placed on the convicted Contractor list following a conviction for a public entity crime may not submit a Response on a contract to provide any goods or services to a public entity, may not submit a Response on a contract with a public entity for the construction or repair of a public building or public work, and may not submit RFPS on leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted Contractor list. Contractor's Response should include a verified certification that it has not been placed on the State's convicted Contractor list within the last 36 months. Please complete "Sworn Statement," Section of RFP document.
17. Responses will be opened in Broward Health Information System Building, 2nd floor, Conference Rooms A/B, 1608 SE Third Avenue Ft. Lauderdale, FL beginning at **11:00 A.M., Wednesday, March 24, 2010.**

SECTION II: INFORMATION CONCERNING THE RFP PROCESS

1. This Request for Proposal (RFP) invites multiple therapy Contractors to submit proposals for Broward Health and Gold Coast Home Health and Hospice Services for physical, occupational and speech therapy services for patients in their residences on as needed basis. **Home Therapy** firms only shall respond to this RFP opportunity; individual therapists interested in providing services, please contact Gold Coast Home Health Services Administrator directly. Failure to meet any one of the requirements will result in rejection of this RFP. It is the intent of this RFP to qualify multiple providers to satisfy the needs of God Coast Home Health Hospice Services and Broward Health.
2. Broward Health will use a two-part evaluation process for this RFP. . Broward Health Service RFP Committee will first review all timely submitted Responses with respect to completeness, accuracy and content, at a public scoring/evaluation meeting that will be held at a subsequent time; the particular dates, times and location will be noticed 72 hours prior to the public scoring meeting on Broward Health "Sunshine Board" located on the first floor of the Broward Health Information Systems Building, 1608 S. E. Third Avenue, Ft. Lauderdale, Fl, 33316. The evaluation criteria for this "Part A" evaluation is more fully set forth in Section III. Broward Health RFP Committee will rank the Contractors based upon the total scores and submit the ranking to Broward Health Director of Corporate Resource & Materials Management for approval. Upon approval of the committee's ranking of the "order of preference for negotiations," Broward Health will then negotiate a contract with the highest ranked Contractor. If Broward Health is unable to negotiate a satisfactory contract for any reason, Broward Health shall formally terminate negotiations with the highest ranked Contractor. Broward Health shall then undertake negotiations with the second highest Contractor. Failing to negotiate a satisfactory contract with the second highest ranked Contractor, Broward Health shall again formally terminate negotiation and shall undertake negotiations with the third highest Contractor. Should Broward Health be unable to negotiate a satisfactory contract with any of the ranked Contractors, Broward Health shall either cancel or withdraw this RFP or select additional Contractors who submitted Responses in the order of their scoring and continue negotiations in accordance with this paragraph until an agreement is reached.
3. The issuance of this RFP constitutes only an invitation to submit a Response to Broward Health. Broward Health reserves the right to determine, in its sole discretion, whether any aspect of the Response satisfies the criteria established in this RFP.
4. No provision in the RFP is intended as a mandatory restriction or a limitation on the lawful authority and discretion of Broward Health. Broward Health reserves the right to waive, at any time prior to the acceptance of a Response, any RFP procedure or requirement that is not made mandatory by statute.
5. The issuance of this RFP and the receipt of information in response to this document shall not, in any way, cause Broward Health to incur any liability, financial or otherwise. Broward Health assumes no obligation to reimburse and shall have no liability to any Contractor for any costs, losses or expenses incurred by Contractor in connection with submitting a Response or otherwise. Broward Health reserves the right to use the information contained in any Response in any manner deemed appropriate.
6. Broward Health reserves the right, in its sole and absolute discretion, to change any of the terms and conditions of this RFP at any time.
7. Broward Health reserves the right to accept or reject, in whole or in part, for any reason whatsoever any or all Responses submitted.
8. Broward Health reserves the right to award the contract under this RFP to a Contractor based on the complete Response, on any portion of the Response, or on any particular items of the Response, as it deems to be in the best interest of Broward Health.
9. Broward Health reserves the right, in its sole and absolute discretion, to withdraw, postpone or cancel this RFP at any time, including after an award is made and contract negotiations have begun. Broward Health further reserves the right to re-advertise this RFP, which may be also be modified to meet the current needs of Broward Health.

10. Broward Health reserves the right to waive any formalities of or irregularities in the RFP process.
11. RFP Disputes: Administrative Remedy - It is the policy of Broward Health to resolve RFP disputes between the Contractor and Broward Health at the lowest level possible. If a Contractor disputes any matter arising out of this RFP or the RFP process, including the award of the Contract, Contractor shall send written notice of dispute to Broward Health Director of Corporate Resources & Materials Management within 5 business days after the issue arises or the Contract is awarded. Within 10 business days from the date of receipt of the Contractor's dispute, the Director of Corporate Resources & Materials Management will render a written decision on the dispute and forward the decision to the Contractor via the appropriate chain of command. A Contractor may appeal this decision by giving written notice of appeal to the Senior Vice President/Chief Financial Officer of Broward Health within 5 business days after receipt of the Director of Corporate Resources & Materials Management written decision. The notice of appeal shall be accompanied with copies of the Contractor's notice of dispute, the Director of Corporate Resources & Materials Management written decision and any other documents the Contractor requests are considered. The Senior Vice President/Chief Financial Officer of Broward Health shall render a written decision within 5 business days after receipt of the notice of appeal. This decision shall be a final order on the RFP dispute. Until a final order is entered under this administrative remedy procedure, Contractor shall not be entitled to institute an action contesting this RFP, the RFP process, or the Contract award.
12. Disclaimer – Broward Health reserves the right to conduct site visits to Contractor's business location(s) and/or may request that Contractor participate in live presentations. The selection of a Contractor may be based wholly or in part upon the result of site visits or live presentations.

SECTION III: SELECTION PROCESS AND CRITERIA AND KEY DATES

A. SELECTION PROCESS AND CRITERIA

1. Part A - Evaluation Process

Broward Health RFP Committee shall review all Responses received by **3:00 P.M., on Tuesday, March 24, 2010** with respect to completeness, accuracy and content. The Committee shall then evaluate and score (rank) the Responses based upon the following criteria:

<u>Criteria</u>	<u>Percentage Weight</u>
* Diverse Vendor Participation	10%
* Contractor Business Strength	35%
* Contractor Performance Standards	35 %
* Business Offering	<u>20%</u>
Total	100%

The degree of response detail and completeness with supporting documentation will have significant weight in the RFP evaluation of the Response, since it will signify the extent of understanding of these requirements of this RFP. This includes Contractor providing the appropriate supporting corporate documentation, sample reports, copies of existing policies, etc. that illustrate Contractor’s highest level of comprehensive service.

Upon completion of the Part “A” process the scores for each Contractor shall be tabulated and firms ranked accordingly. Broward Health shall start negotiations with only those firms who are qualified to do business with Broward Health.

B. RFP PROCESS KEY DATES

1. RFP Advertisement and Submission Date.
 - a. **Thursday, February 25, 2010** - Copies of the RFP will be available.
 - b. **Prior to 3:00 P.M., Tuesday, March 23, 2010** - Responses must be received.
 - c. **11:00A.M., Wednesday, March 24, 2010** - Public RFP Opening to be held in Broward Health Information Systems Building, 2nd floor, Conference Rooms A/B, 1608 S.E. Third Avenue, Fort Lauderdale, Florida 33316.

SECTION IV: DIVERSE VENDOR PARTICIPATION

Broward Health (BH) is committed to ensuring the participation of Certified Diverse Vendors in its procurement of goods and services. Broward Health's Certified Diverse Vendors include SBEs, MBEs, and WBEs approved by one of BH's certification partners.

Pursuant to this commitment, Broward Health, by an act of its Board of Commissioners, has adopted and implemented a Supplier Diversity Program; the provisions for which are coded in its General Administrative Policy No. GA-001-045 and reflected in its Procurement Code. In accordance therewith, Broward Health, at its discretion, applies certain Diverse Vendor Enhancements to ensure the participation of BH Certified Diverse vendors in the procurement process. **Per the Supplier Diversity policy, a Diverse Vendor Enhancement of 10 evaluation points - RFP Scoring Criteria has been approved for this RFP.**

Prime Vendors/Contractors can obtain a list of BH Certified Diverse Vendors for sub-contracting via our website @ www.browardhealth.org/diversity or by contacting the Office of Supplier Diversity (OSD) at 954-847-4467 and Fax 954-847-4244.

The scoring evaluation points will be awarded to respondents who are BH Certified Diverse Vendors and Non-Certified Diverse Vendors, who document Certified Diverse Vendor solicitation and utilization (past and planned for this RFP). *All vendors must respond to each section; if negative or not applicable, please note "NO" or "N/A" accordingly.*

Shown hereunder are the criteria for awarding the RFP Scoring Criteria evaluation points:

- 1) The maximum evaluation points, as approved in this RFP, will be awarded to all BH Certified Diverse Vendors. Certified Diverse Vendors responding to this RFP **MUST** submit a copy of their SBE/MBE/WBE certification from a BH approved certification partner with their RFP response. BH approved certification partners are:
 - State of Florida – Officer of Supplier Diversity
 - School Board of Broward County- Office of Supplier Diversity
 - Florida Regional Minority Business Council (FRMBC)
 - Florida Women Business Development Center (FWBDC)
 - Broward County Government –Office of Small Business Development
 - Miami Dade County Government – Office of Business Development
 - Palm Beach County Government – Office of Small Business Assistance
- 2) Evaluation points will be awarded to Non-Certified Diverse Vendors, who respond in *specific detail* to the following:
 - a. **Solicitation** - Explain how your company solicits, invites, and encourages SBE/MBE/WBE participation in your company's procurement of goods and services. Include relevant sections of your company's policies and procedures on procurement of goods and services with diverse vendors. Documentation **MUST** be submitted with the RFP to receive the evaluation points assigned to this section.
 - b. **Planned Utilization** - Provide a description of the planned utilization of BH's Certified Diverse Vendors, as sub-contractors. Please include the type of work, dollar value, and percentage of work to be performed by the Certified Diverse Vendor(s) on this RFP. Documentation of planned Utilization **MUST** be submitted with the RFP to receive the evaluation points assigned to this section.
 - c. **Past Utilization** - Please provide documentation / reports of your company's past utilization of SBEs/MBEs/WBEs on prior projects/contracts to receive the evaluation points assigned to this

SECTION V: BROWARD HEALTH GENERAL TERMS AND CONDITIONS

The following terms and conditions shall apply to and become a part of any agreement entered as a result of this RFP process. Broward Health will consider incorporating any of Contractor's proposed terms and conditions if they do not conflict with, alter or modify any of the following terms and conditions.

1. **Termination for Default.** If either party defaults in its performance under this Agreement and does not cure the default within 30 days after written notice of default from the non-defaulting party, the non-defaulting party may terminate this Agreement upon written notice to the defaulting party without penalty and without any further liability after the date of termination.
2. **Termination for Convenience.** Broward Health may terminate this Agreement at any time without cause upon 30 days prior written notice to Contractor. As this agreement is for services, Broward Health shall compensate the Contractor in accordance with the payment provisions of the Agreement for those services rendered prior to the date of termination.
3. **Tax Exempt Status.** Broward Health is a tax-exempt entity (State Tax Exempt Certificate No. 85-8012646292C-5) and is not obligated to pay sales, use or other similar taxes. If Broward Health is not exempt for a particular tax, it will reimburse Contractor for those taxes.
4. **Sovereign Immunity.** Broward Health is a political subdivision of the State of Florida and enjoys sovereign immunity. To the extent that the Agreement requires Broward Health to indemnify, hold harmless or defend the Contractor from liability, Broward Health's obligation is subject to the limitations of liability as provided in Section 768.28 of the Florida Statutes and does not act as a waiver of Broward Health's entitlement to sovereign immunity as a matter of statutory and common law.
5. **Term.** The term of this Agreement shall be for two (2) years ("Initial Term"). Broward Health, in its sole discretion, may renew the Agreement for two (2) additional one (1) year term upon giving Contractor written notice of its intent to renew at least ninety (90) days prior to the expiration of the Initial Term ("Renewal Term"). The Renewal Term shall be on the same terms and conditions of the Initial Term, except for the pricing which shall be the fair market value for the services and negotiated by the parties. The pricing for the Renewal Term shall be set forth in an Amendment to the Agreement executed by the parties.
6. **Warranty and Indemnification.** Contractor warrants the performance of the supplies, products, equipment or services to be furnished hereunder and agrees to indemnify, hold harmless and defend Broward Health, and its agents, employees and servants, from any and all claims, demands, actions, costs, expenses (including reasonable attorney's fees), and judgments arising from personal injury of any nature or death or property damage occurring or alleged to have occurred due to any negligent act or omission of Contractor, or its agents, employees or representatives or from any defect or malfunction caused by a defect in the supplies, products, equipment or services to be furnished hereunder, provided that the negligence or willful misconduct of Broward Health, its agents, employees and servants, is not the sole and proximate cause of such claim, action, cost, expense, damage or judgment. This obligation shall survive termination of this Agreement.

7. **Insurance.** Contractor shall, at all times during the Initial Term of this Agreement and any Renewal Term, maintain at its cost the following minimum insurance coverage, from an insurer acceptable to Broward Health, with an AM Best "A" rating. The following have been established by Broward Health as acceptable coverages and limits. Any deviations from the limits and coverages must be acceptable to Broward Health prior to contract implementation

Commercial General Liability	\$1 million per occurrence/\$3 million aggregate
Professional Liability (covering all employees)	\$1 million per occurrence/\$3 million aggregate
Professional Liability (covering Company, P.A., Inc. LLC)	\$1 million per occurrence/\$3 million aggregate
Employee Dishonesty	\$500,000
Worker Compensation	Statutory Limits
Automobile (owned, non owned & leased)	\$1 million
Umbrella Liability	\$5 million
Employee Dishonesty	\$500,000

Contractor shall provide Broward Health with a certificate of insurance naming Broward Health as an additional insured prior to the execution of this Agreement. All policies shall contain a provision that the insurer shall give Broward Health at least 30 days written notice prior to cancelling, terminating, or reducing the amount of Contractor's insurance. Along with the RFP submission, Contractor shall provide proof of insurance in compliance with this RFP or letter from insurance carrier that Contractor shall qualify for coverage defined above and that such coverage will be in place prior to execution of an Agreement with Broward Health.

8. **Equal Opportunity Employment.** Contractor agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age or national origin and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age or national origin. This provision shall include, but not be limited to the following; employment upgrading, demotion, or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeships. Contractor further agrees to comply with Executive Order No. 11246 entitled "Equal Employment Opportunity" as amended by Executive Order No. 11375, as supplemented by the Department of Labor Regulations (41 CFR, Part 60).
9. **Compliance with Law.** Contractor is familiar with and shall comply with all laws, ordinances and regulations applicable to the supplies, products, equipment, software or services furnished under this Agreement.
10. **Assignment and Subcontracts.** Contractor agrees not to enter into subcontracts, or assign, transfer, convey, sublet, or otherwise dispose of this Agreement, Contractor's obligations under this Agreement, or any or all of its right, title or interest herein, without Broward Health's prior written consent.
11. **Public Records Law.** As a political subdivision, Broward Health is subject to the Florida Sunshine Act and Public Records Law. If this Agreement contains a confidentiality provision, it shall have no application when disclosure is required by Florida law or upon court order.

12. **Confidentiality.** Contractor recognizes that it must conduct its activities in a manner designed to protect any information concerning Broward Health, its affiliates or clients (such information hereafter referred to collectively as "Broward Health Information") from improper use or disclosure. Contractor agrees to treat Broward Health Information on a confidential basis. Contractor further agrees that it will not, and Contractor's agents, representatives, and employees will not, disclose any Broward Health Information without Broward Health's prior written consent to any person, firm or corporation except: (i) to authorized representatives of the Broward Health or (ii) to employees of Contractor who have a need to access such Broward Health Information to perform the services contemplated hereunder. Contractors shall be subject to all Broward Health obligations relating to compliance with confidentiality laws and the confidentiality of protected health information. Contractor acknowledges and agrees to comply with the requirements of Health Insurance Portability and Accountability Act ("HIPAA"), which are incorporated herein by reference and made a part of this contract, as if they were printed in full herein. Contractor shall not disclose protected health information to any other party without the prior consent of the patient. Contractor shall ensure that each affected employee of their company is trained in the substance and importance of complying with the HIPAA requirements mentioned above, including the duty to avoid viewing stored materials except as expressly necessary to carry out legitimate job duties.
13. **Governing Law, Jurisdiction and Venue.** This Agreement has been executed and delivered in, and shall be interpreted, governed, construed and enforced pursuant to and in accordance with the laws of the State of Florida without giving effect to the principles of conflict of laws thereof. The parties agree that the sole and exclusive venue for any litigation, mediation, special proceeding or other proceeding as between the parties that may be brought or that arises out of or in connection with or by reason of this Agreement shall be Broward County, Florida.
14. **Attorney's Fees.** In connection with any litigation, mediation, arbitration, special proceeding or other proceeding arising out of or relating to this Agreement, the prevailing party shall be entitled to recover from the other party its costs and reasonable attorney's fees, through and including any appeal or post-judgment proceeding.
15. **Independent Contractor.** It is expressly acknowledged by the parties hereto that the Contractor is an independent Contractor, and nothing contained in this Agreement will be deemed or construed to create a partnership or joint venture between Broward Health and Contractor or any other relationship between the parties. Additionally, nothing in this Agreement is intended nor shall be construed to create an employer/employee relationship, or to allow Broward Health, or its agents, representative, or employees, to exercise control or direction over the manner or method by which the Contractor performs any services which are the subject of this Agreement.
16. **Partial Invalidity.** If any provision of this Agreement or the application thereof to any person or circumstance shall to any extent be held invalid, then the remainder of this Agreement or the application of such provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby, and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.
17. **Separability.** Each and every covenant and agreement contained in this Agreement shall for all purposes be construed to be a separate and independent covenant and agreement, and the breach of any covenant or agreement contained herein by either party shall in no way or manner discharge or relieve the other party from its obligation to perform all other covenants and agreements herein.
18. **Provisions Binding.** Except as otherwise expressly provided in this Agreement, all covenants, conditions and provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.
19. **Headings and Terms.** The headings to the various paragraphs of this Agreement have been inserted for convenient reference only and shall not in any manner be construed as modifying, amending or affecting in any way the expressed terms and provisions hereof.

20. **Force Majeure.** Neither party shall be liable nor deemed to be in default for any delay or failure in performance under this Agreement or for other interruption of service deemed resulting, directly or indirectly, from acts of God, civil or military authorities, acts of the public enemy, war (whether or not declared), riots, insurrections, acts of government, accidents, fires, explosions, earthquakes, floods, failure of transportation, strikes or other work interruptions by employees or any similar or dissimilar cause beyond the reasonable control of either party. The time for performance shall be deemed extended for a period equal to the duration of such event.
21. **Non-Waiver.** No inaction upon any breach or waiver of any breach of any provision of this Agreement by any party shall be construed to be a waiver of any prior or subsequent breach of the same or any other provision of this Agreement. Nor will any custom or practice which may grow up between the parties in the administration of the provisions hereof be construed to waive or lessen the right of Broward Health to insist upon the performance by Contractor in strict accordance with the terms hereof.
22. **Mutual Representation of Authority.** Contractor and Broward Health represent and warrant to each other that they have full right, power and authority to enter into this Agreement without the consent or approval, not already obtained. The signatory on behalf of Contractor and Broward Health further represents and warrants that they have full right, power and authority to act on behalf of Contractor and Broward Health in entering into and executing this Agreement.
23. **Limitations of Liability or Remedy.** Any provisions of this Agreement that tend to limit or eliminate the liability of Contractor or the remedies available at law or in equity to Broward Health shall have no application with respect to the warranties set forth herein.
24. **Third Party Beneficiary.** Broward Health and Contractor expressly agree and acknowledge that this Agreement does not and is not intended to grant to or create any rights in other persons as third-party beneficiaries or otherwise. Nothing herein shall be construed as consent to be sued by third parties in any matter arising out of this Agreement.
25. **Entire Agreement.** This Agreement represents the entire understanding and agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous negotiations, agreements, proposals, responses, understandings and representations, if any, made by and between the parties with respect to the subject matter of this Agreement. This Agreement may be modified only by a written agreement signed by Broward Health and Contractor.
26. **Inspection and Acceptance.** Inspection and acceptance of supplies, products, equipment, software or services to be furnished hereunder shall be made by representatives of Broward Health at a point of destination by the receiving facility. Unless a detailed technical inspection is necessary, this inspection will generally consist of a visual examination of the type, kind, quantity, damage, operability, packaging and marking.
27. **Pricing.** Contractor represents that the price charged to Broward Health for all purchases made under this Agreement shall be as low as, or lower than, those charged the Contractor's most favored customer for comparable quantities under similar terms and conditions in addition to any discounts for prompt payment.
28. **Broward Health Property.** Property owned by Broward Health is the responsibility of Broward Health. Such property furnished to a Contractor for repair, modification, study, delivery, etcetera, shall remain the property of Broward Health. Any damage to such property occurring while in the possession of or while in route to the Contractor shall be the responsibility of the Contractor. In the event that such property is destroyed or declared a total loss, the Contractor shall be responsible for the replacement value of the property at the current market value, less depreciation of the property, if any.

29. **Payment.** Invoices shall be submitted to Broward Health, 1608 S. E. 3rd Avenue, Fort Lauderdale, Florida 33316, attention Accounts Payable Department and shall be payable 30 days after receipt of the invoice, unless otherwise set forth in the Agreement. Invoices shall include the following information: contract number, purchase order number, and description of the supplies, products, equipment, software or services to be furnished hereunder as a line item with prices. Transportation when not FOB destination shall appear as a separate itemized item on the invoice.
30. **Gratuities.** Broward Health, may by written notice to the Contractor, terminate the right of the Contractor to proceed under this Agreement if it is found after notice and hearing by the either the President/Chief Executive Officer or the Senior Vice President/Chief Financial Officer, that gratuities in the form of entertainment, gifts, monies, or ownership were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of Broward Health, with a view toward securing a contract or securing favorable treatment with respect to the awarding, or amending, or the making of any determination with respect to the performance of such contract.
31. **Discounts.** In connection with any discount offered by the Contractor, discounts will be computed from date of delivery of the supplies, products, equipment, software or services to the point of destination. Where acceptance of the supplies, products, equipment, software or services for compatibility or operability is necessary, discounts will be computed from the date of acceptance.
32. **Travel Expenses.** Any reimbursement of travel expenses under this Agreement is subject at all times to Broward Health's published General Administration and Procedures Manual in effect. A copy will be provided to Contractor upon request.

SECTION VI: SIGNATURE AUTHORIZATION/SWORN STATEMENT & RFP RESPONSE LABEL

A. SIGNATURE AUTHORIZATION

This signature authorization must be signed by an individual who has authority to bind Contractor to the submitted Response to be considered. Please include this section in each of your response copies.

DATE: _____ **PAYMENT TERMS:** _____

CONTRACTOR NAME: _____

ADDRESS: _____

CITY AND STATE: _____ **ZIP:** _____

TELEPHONE: _____ **FAX:** _____

E-MAIL ADDRESS: _____

SIGNATURE: _____

NAME: _____

TITLE: _____

CONTRACTOR SHALL INCLUDE WITH RESPONSE TO RFP:

1. One (1) original and eight (8) copies of the sealed Specification Response and two (2) complete responses on virus-free CD-Rom media.
2. One (1) original of the Signature Authorization
3. One (1) original signed & notarized copy of "Sworn Statement Pursuant to Section 287.133 (3) (a), Florida Statutes, on Public Entity Crimes; and
- 4.. Proof of current liability insurance coverage.

B. SWORN STATEMENT (MUST BE NOTARIZED)



**SWORN CERTIFICATE UNDER SECTION 287.133
OF THE FLORIDA STATUTES, PUBLIC ENTITY CRIME PROVISION**

STATE OF _____

COUNTY _____

Before me, the undersigned notary public, personally appeared _____,
in his/her capacity as _____
_____ of _____

_____ (“Contractor”) who, having taken an oath deposes and says:

1. Contractor has personal knowledge of all matters set forth in this certificate and all matters are true and correct.

2. Contractor’s business address:

and the Contractor’s Federal Employee Identification Number (FEIN) is

_____.

3. Contractor is familiar with and understands all of the provisions contained in Section 287.133 of the Florida Statutes concerning a public entity crime.

4. Contractor certifies that one of the following is true and correct:

_____ Neither Contractor nor any affiliate of Contractor has been placed on the state’s Convicted Vendor List following a conviction within 36 months prior to executing this Certificate; or

_____ Although Contractor or an affiliate of Contractor was placed on the Convicted Vendor List within the last 36 months, the Contractor or its affiliate has been removed from the List pursuant to Section 287.133 (3) (f) of the Florida Statutes.

5. Contractor acknowledges that the North Broward Hospital District is a public entity as defined in Section 287.133 (1) (f) of the Florida Statutes and that the North Broward District is relying upon this Certificate in accepting Contractor's RFP with a potential for awarding the contract to Contractor.

6. This Certificate is made and given by Contractor with full knowledge of applicable Florida laws regarding sworn affidavits and the penalties and liabilities resulting from false statements and misrepresentation therein.

CONTRACTOR:

BY: _____

Name: _____

Title: _____

Sworn to and subscribed before me this _____

Day of _____, 2010 by

_____ in his/her capacity as _____

_____ of _____,

who is personally known to me or who has produced _____ as

identification, and who did take an oath.

Notary Public

Printed Name
(printed, typed or stamped)

My Commission Expires:

C: LABEL MUST BE TAPED ON OUTSIDE OF SEALED RESPONSE CONTAINER

FROM _____

**BROWARD HEALTH
CORPORATE RESOURCES & MATERIALS MANAGEMENT
1608 S.E. 3RD AVENUE
FORT LAUDERDALE, FL 33316**

RFP LABEL

() RFP SPECIFICATIONS ENCLOSED

RFP TITLE: BROWARD HEALTH HOME THERAPY FOR GOLD COAST HOME HEALTH HOSPICE SERVICES.

RETURN TIME & DATE: PRIOR TO 3:00 P.M., TUESDAY, MARCH 23, 2010

SECTION VII: SCOPE OF SERVICE & DEFINITION/REQUIREMENTS

A. SCOPE OF SERVICES

Broward Health is an integrated, tax assisted, not-for-profit healthcare delivery system serving the northern two thirds of Broward County, Florida, and headquartered in Fort Lauderdale, Florida. Broward Health is a special independent taxing district created by Florida Statute. Management of Broward Health is independent of metropolitan and city governments. The governing body of Broward Health is the Board of Commissioners composed of seven members appointed by the Governor.

Broward Health is comprised of four hospitals with approximately 1,500 beds, and over 40 satellite facilities, which includes a home health Broward Health, primary care clinics and physician offices. There are approximately 8000 employees.

Broward Health is seeking to select and pre-qualify home therapy primarily for Gold Coast Home Health and Hospice Services for multiple therapy contractors for physical, occupation and speech therapy services for patients in their residences on as needed basis. Broward Health is seeking a true best business partnership with firms selected to contract with Gold Coast Home Health and Hospice Services for home therapy for on an as needed basis. Staff must be fully trained to accomplish the needed services which will supervised/managed by selected Broward Health personnel. Firm and staffing must meet all requirements of qualification and performance areas. The Contractor selected must provide documentation of successfully providing home health and hospice services for physical therapy, and, or occupation and, or speech therapy to patients in their residences within Broward, Dade and Palm Beach Counties or specified areas therein.

Contractor shall furnish physical, occupational or speech therapist services, in conformity with a plan of treatment established by each patient's physician. Contractor shall furnish service to those Broward Health patients as appropriate and consistent with Broward Health policies and procedures for patient care, Broward Health's personnel guidelines and as required by applicable governmental entities and community standards. Please note the further description is detailed in this document's Minimum Requirements section.

The Proposals shall consist of the elements for evaluation as further defined in Part "A" of the evaluation selection process. Firms submitting Qualifications may include any and all information deemed appropriate to fully define their experience and background in this type of project, including knowledge of all applicable codes and standards. Most essential in the evaluation process of the Qualifications are:

- a. Current extensive history of providing home health and hospice services for physical, occupational and speech therapy to patients in their residence on an as needed basis
- b. Experienced, certified and trained physical, occupational and speech therapists.
- c. Ability to function as a clinical partner with Broward Health with excellent communication, scheduling abilities
- d. Knowledge in providing rehabilitative therapy services in compliance with Federal, State and accreditation bodies regulations for the provision of home care. .

BILLING

Broward Health Facilities shall be billed in the following manner:

- a. Contractor shall, within ten (10) days following the end of each month, provide Broward Health with a bill for Services rendered to each patient during the preceding month. Broward Health shall pay bills rendered within thirty (30) days of receipt. Broward Health reserves the right to withhold any compensation due until all required reports and documentation have been received and meet the requirements outlined in this Agreement.
- b. It is the sole right and responsibility of Broward Health to bill patients and/or their insurers, all third party payors and intermediaries for Medicare and Medicaid for the Services rendered by Contractor pursuant to this Agreement. Contractor shall not submit any claims or bills to patients, their insurers, third party payors, or intermediaries for Medicare and Medicaid for the Services performed under this Agreement.
- c. All revenues, fees or other remuneration received in payment for Services rendered by contractor and its employees, if applicable, shall be Broward Health's property. Engagement does not confer upon contractor any ownership interest in or personal claim upon any fees charged by Broward Health for Contractor's Services, whether such fees are collected during or after the term of this Agreement. Contractor shall be responsible for any and all expenses incurred by it or its employees, agents or representatives in the performance of Services.

B. CONTRACTOR SERVICES MINIMUM REQUIREMENTS

- The following “Minimum Requirements” for RFP Respondents are absolute. Submission of a response to this RFP shall be treated as agreement to all the following terms, which must be accepted by Contractor at the time of negotiation, and final agreement. Failure to meet any of these requirements may result in rejection of the RFP response. “Broward Health” as utilized throughout this document shall mean Broward Health GCHHS/Hospice. Please be advised that the following minimum requirements are required for firms seeking to provide services for this engagement as well as for members of any group of practitioners that work for these firms.

1. Contractor is a Florida licensed physical, occupational or speech therapist qualified to provide such services as specified herein and will remain so duly licensed at all times during the term of any Agreement. Further, Contractor shall maintain, in good standing, all necessary licenses, permits, certificates and accreditation required to lawfully perform Services.	YES [] NO []
2. Contractor shall furnish physical, occupational and /or speech therapist services, in conformity with a plan of treatment established by each patient's physician. Contractor shall furnish service to those Broward Health patients as appropriate and consistent with Broward Health policies and procedures for patient care, Broward Health's personnel guidelines and as required by applicable governmental entities, and community standards.	YES [] NO []
3. Upon receipt by Contractor of an oral or written request from Broward Health to provide Services to an Broward Health patient, Contractor shall notify Broward Health within twenty-four hours of receipt to provide Services whether or not it is able to provide Services to patient in a manner consistent with both the plan of treatment and the patient's need for continuity of care.	YES [] NO []
4. Broward Health shall perform all initial start of care visits. Contractor, thereafter, shall perform all visits as assigned by Broward Health. Broward Health reserves the right, with proper notice to Contractor, to perform any visits as scheduled including supervisory visits in order to assure the patients are receiving care consistent with the plan of treatment and quality care guidelines.	YES [] NO []
5. In providing Services, Contractor shall immediately provide and will direct its employees to provide Broward Health's designated representative with oral notice of any changes in the patient's condition as well as any significant occurrences with respect to each patient's condition, Services and/or care. Contractor shall concurrently supplement such oral notice with a written report of same to the patient's file.	YES [] NO []
6. Contractor shall participate, as required by Broward Health, in the development of each patient's plan of care. Any suggested changes in the plan of care shall be made to the patient's physician. Contractor shall not make any changes to the plan of care. Contractor shall attend all patient care conferences and other meetings required by Broward Health. Contractors' service performance will be evaluated annually or more often if needed. Contractor will participate in QI Performance Improvement activities as needed .	YES [] NO []
7. In a scheduled timeframe established by Broward Health, Contractor shall submit and if applicable, shall direct its employees to submit to Broward Health all patient and treatment records. Also, Contractor shall submit to Broward Health any other records and reports reasonably required by Broward Health, in accordance with federal, state and local guidelines and regulations and as necessary to assure Broward Health compliance with all reimbursement and payment qualifications for insurers, third party payors and the Medicare program. Also, Contractor shall provide Broward Health with summary reports for each patient as often as the needs of the patient's condition requires, but no less frequently than once every thirty (30) days or as may be required by applicable federal, state and local regulatory agencies. Further, Contractor shall submit to Broward Health all appropriately completed and signed progress notes at least biweekly.	YES [] NO []
8. Contractor shall use best efforts to perform the Services in a proper and timely manner. In the performance of such Services, Contractor shall have full control over the time of performance, the hours expended, and the manner and methods used. In performing Services hereunder, Contractor shall comply with the requirements of federal and state law and regulations. Contractor agrees to expend such time as is reasonably necessary to provide health care services on a timely basis. Contractor agrees to comply with all medical and ethical requirements in the performance of the Services provided and provide that all care rendered be in accordance with the prevailing professional and community practices and standards.	YES [] NO []
9. Patient care shall include the timely submission of duly executed progress notes and all other documentation	

which may be required by Broward Health in order to meet federal, state and local regulatory requirements. All documentation shall be completed in a manner acceptable to Broward Health and in compliance with Broward Health procedures for completion of such documents. **YES [] NO []**

<p>10. Contractor shall not refuse to provide Services to any Broward Health patient on the basis of such patient's age, race, color, religion, handicap, sex, or national origin and will comply at all times with Title VI of the Civil Rights Act.</p>	<p>YES [] NO []</p>
<p>11. Contractor shall provide Services hereunder only through employed full time, part time, and per diem personnel. No employee of Contractor shall provide Services without the express prior approval of Broward Health and must meet all criteria required by Broward Health prior to being assigned Broward Health patients. Contractor shall remain duly licensed physical, occupational or speech therapists and shall provide copies all such licensure to Broward Health. Contractor shall not use subcontracted persons to provide Services hereunder except with the prior express written approval of Broward Health.</p>	<p>YES [] NO []</p>
<p>12. Upon request Contractor shall provide a medical certificate and/or for each of its employees. providing Services. This medical certificate shall evidence, first, that the Contractor and/or its employee is free from any communicable diseases and is able to perform duties with no physical or mental limitation(s); and second, that Contractor and its employees, if applicable, have submitted to a chest x-ray and/or TB Tine Test with satisfactory results. Contractor also shall provide Broward Health with such personnel and medical information as requested by Broward Health, for Contractor and its employees, including but not limited to, employment histories and references, documentation reflecting Contractor/employee has complied with all in-service requirements and any other documentation that provides evidence that Contractor and its employees meet all state requirements and occupational qualifications for providing Services hereunder. Contractor will provide Broward Health with written notice immediately upon the occurrence of any threatened or actual change in the status of any of the matters addressed in this Section.</p>	<p>YES [] NO []</p>
<p>13. Contractor and its employees and representatives shall comply with OSHA's regulations regarding the exposure to blood-borne pathogens, universal precautions, and exposure control protective barrier guidelines. Contractor understands and shall instruct its employees and representatives if applicable that the Services being provided may fall with OSHA Exposure to Blood-borne Pathogens Classification B whereby the potential exists for exposure to blood/body substances during the performance of such Services.</p>	<p>YES [] NO []</p>
<p>14. Notification. Contractor and, when applicable, its employees, shall promptly notify Broward Health of any inquiries, investigations, adverse claims, complaints and any disciplinary or administrative actions taken by any entity based on Contractor's actions or inactions or those of its employees or representatives with respect to any Services provided pursuant to the terms of this Agreement. Contractor hereby authorizes any entity regulating or supervising Contractor to release to Broward Health all information relating to such complaint or disciplinary action.</p>	<p>YES [] NO []</p>
<p>15. All medical records, case histories, photographs, x-rays, personal and/or regular files concerning Broward Health patients are the property of Broward Health and shall be treated as confidential by Contractor, its employees and representatives.</p>	<p>YES [] NO []</p>
<p>16. Contractor agrees and acknowledges that for a period of five (5) years after the termination of this Agreement, it shall, upon written request, make available to the Secretary of Health and Human Services or the United States Controller General, or any of their duly authorized representatives, this Agreement, books, documents, and records of Contractor that are necessary to verify the nature and costs incurred by Broward Health under this Agreement.</p>	<p>YES [] NO []</p>

SECTION VIII: CONTRACTOR RFP RESPONSE

A. CONTRACTOR BUSINESS STRENGTH

Each Contractor must respond in the precise sequential order to each of the following line item requirements in this subsection. Inability to supply documentation acceptable to Broward Health in the sequential order requested may result in rejection of the Response.

1. Contractor shall provide a brief corporate profile including local address, contact names of principal(s) and number of continuous years in business
2. Contractor shall provide specific documentation relating to each service to be offered for this contract including the following: Description of service and level of competency firm shall ensure in providing each service is provided with the highest level of clinical and customer services. Include any therapy service you provide in addition to those already specified in this document.
3. Applicable to groups only Contractor shall provide policy or guideline indicating how they perform investigative background checks for all employees staffing Broward Health facility to include the following: social security number verification, local, state and federal criminal history search 7 years, Employment Verification for past 2 employers, Violent Sexual Offender and Predator Registry Search, DMV record of previous 5 years and any possible history on Florida HRS Abuse Registry. Detail method for compliance. Contractor shall also provide methodology for initial hiring and "for cause" drug screening.
4. Contractor shall submit 2 references from Home Health/ Hospice organizations for which they have performed professional therapy services. References must include name, address, contact name and title, phone number and fax number. Failure to provide reference documentation will result in automatic rejection of the RFP.
5. Applicable for groups only Contractor shall provide an overview of the method they utilize on an ongoing basis to ensure personnel competency including meeting all licensure requirements and ongoing education and training.

B. CONTRACTOR'S PERFORMANCE STANDARDS

Each Contractor must respond in the precise sequential order to each of the following line item requirements in this subsection. Inability to supply documentation acceptable to Broward Health in the sequential order requested may result in rejection of the Response.

1. Contractor shall provide home health and hospice services for multiple therapy vendors for physical, occupational and speech therapy to patients in their residence on an as needed basis. Detail all therapy services you or your firm offers.
2. Contractor shall detail emergency preparedness plan for providing home health and hospice services in the event of a local or national emergency. If it is in conflict with our expectation that the contractors abide by our emergency plan which calls for a cessation of home visits at the time a hurricane watch is issued
3. Contractor shall provide documentation which identifies all professional liability claims or actions involving the proposed home health and hospice services detailing the type of claim and resolution for all claims made against any staff member in the last five years. Contractor must remedy all clinical and administrative issues at the most immediate appropriate expeditious level. Detail how documentation submission as required by the agency will be met. .
4. Applicable to groups only Contractor shall detail the system that would be utilized to ensure that all policies and procedures are reviewed annually and meet regulatory requirements, which promote sound patient, care practices.
5. Contractor shall detail their protocol in managing a reportable incidence.

C. BUSINESS OFFERING [Design Page]

Type of therapy provided: _____ -
(Physical Therapy, Occupational Therapy, and/or Speech Therapy)

Provide Cost per visit rate:

Physical Therapy \$ _____ per visit

Occupational Therapy \$ _____ per visit

Speech Therapy \$ _____ per visit

“Other Therapy” Type: _____ _____ _____
(List each separately) \$ _____ per visit \$ _____ per visit \$ _____ per visit