



BROWARD HEALTH

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

BROWARD HEALTH PATHOLOGY SERVICES

REQUEST FOR PROPOSAL

**RELEASE DATE: Thursday, August 19, 2010
DUE DATE: Prior to 3:00 P.M., Tuesday, September 14, 2010
RFP OPENING: 9:00 A.M., Wednesday, September 15, 2010**

TABLE OF CONTENTS

SECTION I:	INSTRUCTIONS FOR SUBMITTING A RESPONSE	3
SECTION II:	INFORMATION CONCERNING THE RFP PROCESS	5
SECTION III:	SELECTION PROCESS AND CRITERIA AND KEY DATES	7
SECTION IV:	BROWARD HEALTH GENERAL TERMS AND CONDITIONS	9
SECTION V:	SCOPE OF SERVICES, CREDENTIALING INFORMATION, SERVICE LOCATIONS & STAFFING REQUIREMENT, CONTRACTOR REQUIREMENTS, 2010 VOLUME STATISTICS	35
SECTION VI:	CONTRACTOR'S QUALIFICATIONS RESPONSE - EXECUTIVE SUMMARY - CONTRACTOR'S CORPORATE PROFILE & FINANCIAL STRENGTH - CONTRACTOR'S PATHOLOGY SERVICES EXPERIENCE & STAFFING - QUALITY ASSURANCE & EDUCATION - BUSINESS OFFERING	39
SECTION VII:	SIGNATURE AUTHORIZATION/SWORN STATEMENT & RFP RESPONSE LABEL	42

SECTION I: INSTRUCTIONS FOR SUBMITTING A RESPONSE

1. The North Broward Hospital District d/b/a Broward Health (Broward Health) will receive sealed responses ("Response[s]") to this Request for Proposal ("RFP") from persons or entities who wish to provide the Pathology Services including management services, in-hospital physician staffing and supervision required to provide medical services to patients at designated facilities throughout Broward Health. **Contractors must submit one original and eighteen (18) copies of the sealed Response and two (2) complete responses on virus-free, IBM and Microsoft compatible CD-Rom media.**
2. Responses to the RFP shall confirm and represent that the terms and conditions of the template contract in Section IV of this RFP are acceptable. Proposed changes to these terms and conditions requested by Contractor should be in writing and may, at Broward Health's sole discretion, be deemed as an unresponsive Response by the Contractor.
3. Responses may be delivered in person, by registered mail, by U.S. mail or overnight delivery. All Responses must be directed to Broward Health 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, September 14, 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.
4. 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.
- 5.. 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".
6. 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.
7. Under no circumstance may a Contractor withdraw or modify a Response after **3:00 P.M., Tuesday, September 14, 2010**.
8. Broward Health 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.

9. Broward Health will only consider qualified Contractors that can meet the requirements and specifications outlined in this RFP.
10. Employees and Officers not to Benefit - No Broward Health employee or officer shall have any ownership or monetary interest, share, or part of any contract. Nor shall any Broward Health employee or officer personally benefit monetarily or otherwise as a result of the execution of any contract related to this RFP.
11. Conflict of Interest - There shall be no dealings between the Contractor and Broward Health 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.
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.
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 Corporate Resources & Materials Management Conference Room, 2nd Floor, 1608 SE Third Avenue, Ft. Lauderdale, FL beginning at **9:00 A.M, Wednesday, September 15, 2010.**

SECTION II: INFORMATION CONCERNING THE RFP PROCESS

1. This Request for Proposal (RFP) invites Contractors to provide a proposal to provide Pathology Services including management services, in-hospital physician staffing and supervision required to provide medical services to patients at designated facilities throughout Broward Health.
2. Broward Health will use a two-part evaluation process for this RFP. In the first part (the Part A evaluation), Broward Health Pathology Services RFP Committee will 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 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 below. Broward Health shall invite Contractors whose scores on the "Part A" evaluation ranked the highest to make in-person oral presentations (the "Part B" Presentation Process) to Broward Health Pathology Services RFP Selection Committee. The evaluation criteria for this "Part B" presentation is more fully set forth in Section III below. Following the "Part B" presentation, the scores from the "Part A" evaluation will be combined with the scores from the "Part B" presentation as detailed in "Part C," which comprises the total score. Broward Health RFP Committee will then rank the Contractors based upon the total scores and submit the ranking to the Board of Commissioners of the Broward Health for approval. Upon approval, Broward Health will provide the highest ranked Contractor with a contract which will include the terms and conditions as set forth in Section IV of this RFP for execution. Broward Health does not intend to negotiate the contract which will be provided as a part of this RFP. If the highest ranked Contractor fails to execute said contract within 5 days of its receipt of the contract, Broward Health may either cancel or withdraw the RFP from the highest ranked Contractor and award the RFP to the second highest ranked Contractor. If the second highest ranked Contractor fails to sign the contract within 5 days of its receipt of the award, Broward Health may again either cancel or withdraw this RFP from the second highest Contractor and award the RFP to the third highest ranked Contractor. If the third highest ranked Contractor fails to sign the contract within 5 days of its receipt of the contract, Broward Health may cancel or withdraw the RFP. Should Broward Health be unable to enter into a 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 in accordance with this paragraph until a contract has been fully executed.
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. 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/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/ 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 Chief Financial Officer of Broward Health within 5 business days after receipt of the Director/Resources & Materials Management written decision. The notice of appeal shall be accompanied with copies of the Contractor's notice of dispute, the Director/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 & CRITERIA AND KEY DATES

A. SELECTION PROCESS AND CRITERIA

1. Part A - Evaluation Process

Broward Health Pathology Services RFP Committee shall review all Responses received with respect to completeness, accuracy and content. Broward Health will invite at least two (2) doctors from each inpatient facility (Broward General, Imperial Point, Coral Springs and North Broward Medical Centers) to participate on the Committee for purposes of Part B scoring. All scores will be final notwithstanding the number of doctors that actively participate on the review committee. The Committee shall evaluate and score (rank) the Responses based upon the following criteria:

<u>Criteria</u>	<u>Percentage Weight</u>
• Executive Summary/Profile & Firm's Financial	20%
• Qualifications, Experience, References & Staffing Availability	20%
• Quality Assurance, Education, Value Added Services	20%
• Proposal Price Offering	<u>40%</u>
	100%

Along with other criteria Proposal Pricing will be evaluated in this Part A process. Additionally, References will be verified and must reflect a track record of successfully providing Pathology Services and supervision, staffing professionals, and materials required for this engagement.

2. Part B - Presentation Process

Upon completion of the Part A – Evaluation Process, Broward Health anticipates selecting at least two (2) Contractors to participate in the Part B - Presentation Process. [Contractors responding to this RFP must be prepared, should they qualify for the Part B – Presentation Process, to make an oral presentation to the Broward Health Pathology Services RFP Committee approximately 13 days from the September 14, 2010 submission date of their RFP response.](#)

Broward Health shall schedule these presentations and notify the Contractor of the date, time and place of the presentation. The Contractors shall have approximately two (2) weeks to prepare their presentations to the Broward Health's Selection Committee. The order of the presentations shall be at the sole discretion of Broward Health. Contractors who are unable to make a presentation on the appointed date and time shall be disqualified. Each presentation will be for approximately 40 minutes including questions.

<u>Criteria</u>	<u>Percentage Weight</u>
• Background and experience in similar type engagements	25%
• Strength of physician & management staff	25%
• Education/Training	25%
• Business Partner Strength	<u>25%</u>
	Total: 100%

3. **Part C - Calculation of Scoring and Ranking For Contract Negotiations**

Upon completion of the Part B - Presentation Process, the scores for each Contractor from the Part A - Evaluation Process and Part B - Presentation Process shall be combined and calculated as follows to arrive at a total score for each Contractor:

Score from Part A - Evaluation Process	50%
Score from Part B - Presentation Process	50%
Total	100%

The Director of Corporate Resources & Materials Management submits results and recommendation of RFP scoring committee and the Bid Coordinator to Broward Health Senior Vice President/Chief Financial Officer or designee for approval. The process will then follow the process outlined in Section II, article 2, page five, until a contract is executed.

B. **RFP PROCESS KEY DATES**

1. RFP Advertisement and Submission Date.
 - a. **August 19, 2010** - Copies of the RFP will be available.
 - b. **Prior to 3:00 P.M., Tuesday, September 14, 2010** - Responses must be received.
 - c. **9:00 A.M, Wednesday, September 15, 2010** - Public RFP Opening to be held in Broward Health Information Systems Building, Corporate Resources & Materials Management Conference Room, 2nd Floor, 1608 S.E. Third Avenue, Fort Lauderdale, Florida 33316.
2. "Part A" - Evaluation Process
Responses shall be evaluated and ranked.
3. "Part B" - Presentation Process
Highest ranked Contractors will present their in-person oral presentations to the RFP Selection Committee on the dates and at the times to be scheduled. Approximately two weeks notice will be provided.
4. "Part C" - Calculation of Scoring and Ranking For Contract Negotiations
Upon completion of the "Part B" Presentation Process and the meeting immediately following, the scores for each Contractor will be calculated mathematically. The final ranking (The Part C Scoring)for each Contractor will be based upon the combined totals of "Part A" and "Part B" as detailed in this RFP.
5. The Part C scoring will then be presented to the Board of Commissioners at the next Board meeting for approval. Following approval, the highest ranked Contractor will execute the contract provided by Broward Health and forward the partially executed contract to Broward Health for signature.

SECTION IV:

PATHOLOGY SERVICES AGREEMENT

THIS PATHOLOGY SERVICES AGREEMENT ("Agreement") dated this ___ day of _____, 2010 ("Effective Date") is made by and between _____ ("Contractor") and the **NORTH BROWARD HOSPITAL DISTRICT d/b/a BROWARD HEALTH**, a special taxing district of the State of Florida ("Broward Health").

RECITALS:

A. Broward Health owns and operates general acute care hospitals within its geographic boundaries currently known as Broward General Medical Center, North Broward Medical Center, Imperial Point Medical Center, Coral Springs Medical Center and provides various services, including, without limitation, pathology services and related activities, as described herein.

B. Broward Health issued a Formal Request for Proposal, for pathology services ("RFP"), and Contractor responded to the RFP ("Contractor's Response") and was selected to provide the services described in the RFP based on the terms and conditions of Contractor's Response.

C. Broward Health and Contractor wish to reduce their agreement with respect thereto in writing as described herein.

NOW THEREFORE, for and in consideration of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, and intending to be legally bound, the parties agree as follows:

1. RECITALS. The foregoing Recitals are true and correct and incorporated herein by reference.
2. INCORPORATION OF CONTRACTOR'S RESPONSE. The terms and conditions of Contractor's Response are attached hereto as Exhibit A, and are incorporated and made a part of this Agreement. The parties acknowledge and agree that Contractor's Response is a material inducement for Broward Health to enter into this Agreement. However, to the extent of any conflict or inconsistency between or among the terms or conditions of this Agreement and Contractor's Response, the terms and conditions of this Agreement shall prevail with respect to the pathology services provided under this Agreement.
3. DEFINITIONS:
 - 3.1 Agreement. The term "Agreement" shall mean this Pathology Services Agreement, and any amendments thereto as may be from time to time entered into by the parties.
 - 3.2 Board. The term "Board" shall mean the Board of Commissioners of Broward Health.
 - 3.3 Board Certified. The term "Board Certified" shall mean possession of certification by the nationally recognized medical specialty organization as set forth herein.
 - 3.4 Board Eligible. The term "Board Eligible" shall mean the qualification to sit for the examination to become Board Certified by the nationally recognized medical specialty organization as set forth herein.

3.5 Broward Health Medical Director of Pathology. The term “Broward Health Medical Director of Pathology” shall mean the Specialist provided by Contractor pursuant to Section 5.2 herein.

3.6 Chief Administrator. The term “Chief Administrator” shall mean the person(s) exercising authority over the day-to-day operations and management of each Hospital, whether such person(s) holds the title of Chief Administrator, CEO, or any other title.

3.7 Effective Date. The term “Effective Date” shall mean _____.

3.8 Hospital. The term “Hospitals” shall mean collectively Broward General Medical Center, Coral Springs Medical Center, Imperial Point Medical Center, North Broward Medical Center, and any other of Broward Health’s future hospitals and other facilities where President/Chief Executive Officer and Contractor subsequently agree in an amendment to this Agreement that the Services will be performed. The term “Hospital” shall refer to each Hospital singularly and all Hospitals collectively.

3.9 Health Care Facilities. The term “Health Care Facilities” shall mean Broward Health’s Hospitals, and those facilities of Broward Health that generate pathology specimens.

3.10 Hospital Policies. The term “Hospital Policies” shall mean and include the charter, standard practice, rules and regulations of Broward Health, the bylaws and rules and regulations of the respective Medical Staffs of the Hospitals, the pathology protocols and procedures, and other protocols, polices, practices and procedures of the Hospitals and their operational departments all as adopted, approved, amended or supplemented in the ordinary course of Broward Health’s business, all of which are in writing and generally applied to the Medical Staffs.

3.11 Indigent. The term “Indigent” shall mean any person who, in the judgment of Broward Health, qualifies for Broward Health’s tax fund program.

3.12 Medical Staff. The term “Medical Staff” shall mean the organized Medical Staff of the Hospitals or any duly constituted subdivision thereof. The term “Medical Staff” shall refer to each Medical Staff singularly, and all Medical Staffs collectively.

3.13 Non-Physician Personnel. The term “Non-Physician Personnel” shall mean employees and independent contractors of Broward Health working in the Hospitals who are not licensed physicians and who do not perform Services hereunder.

3.14 Patients. The term “Patients” shall mean in-patients and out-patients of the Hospitals, in accordance with Hospital Policies, and may include patients for whom services are provided by Broward Health but who are not classified as either in-patients or out-patients of the Hospitals.

3.15 Performance Monitors. The term “Performance Monitors” shall mean criteria established for Broward Health’s Hospitals that are part of Broward Health’s on-going quality assurance program of improving organizational performance based on regular review of activities and performance. This includes quality and performance indicators, performance evaluations, and other criteria as specifically described in Exhibit C attached hereto and incorporated herein by this reference. Such performance standards may be amended from time to time by Broward Health.

3.16 President/Chief Executive Officer. The term “President/Chief Executive Officer” shall mean the person holding the position currently titled “President/Chief Executive Officer” of Broward Health or such other title as may be hereinafter adopted to describe the chief executive exercising overall authority with respect to the day-to-day operation and management of Broward Health, or his or her designee.

3.17 Services. The term “Services” shall mean the Specialist Services as set forth in this Agreement, any administrative services provided by the Specialists, and any other miscellaneous services which the President/Chief Executive Officer and Contractor agree will be provided by Contractor, Medical Director and/or Specialists.

3.18 Specialist. The term “Specialist” shall mean a physician provided by Contractor to furnish Specialist Services to Patients at the Hospitals. As a condition precedent to providing such Services, each Specialist must:

- (a) Hold a valid unrestricted license to practice medicine in the State;
- (b) Adhere to the continuing medical education requirements of a professional medical organization serving physician providers of pathology services, and, where appropriate, maintain membership in same;
- (c) Be fluent and conversant in English;
- (d) Be Board Certified by the America Board of Pathology or a nationally recognized professional pathology medical organization.
- (e) Apply for membership on the applicable Medical Staff and his or her application shall be processed and approved or disapproved as provided in the Hospital Policies. Each Specialist’s membership on the Medical Staff is subject to all Hospital Policies. All Specialists who provide Specialist Services at a Health Care Facility shall be members of the Medical Staff of the Hospitals where he or she provides such Services. Any Specialist subject to disciplinary proceedings involving suspension from the Medical Staff under the Hospital Policies shall be immediately removed from the Hospital by the Medical Director and such Specialist shall not provide further Services under this Agreement.
- (f) Fully comply with all applicable provisions of law relating to licensing and regulation of physicians and hospitals. No professional, medical or surgical services shall be rendered at any Hospital by any Specialist who does not either: (i) maintain membership on the Medical Staff, or (ii) have the Medical Staff’s prior approval to practice as a part-time or temporary physician.

3.19 Specialist Services or Services. The term “Specialist Services” or “Services” shall mean the provision, administration and coordination of all anatomic and clinical pathology services at the Health Care Facilities. These pathology services shall be provided through the Departments of Pathology in each of Broward Health’s Health Care Facilities. Pathology services shall include, without limitation, dermatopathology, hematopathology, forensic pathology, cytology, clinical pathology, and gynecological pathology and other services pertaining to the field of pathology. “Specialist Services” shall also include the supervisory and organizational responsibilities as set forth in this Agreement. In addition to the above Services Contractor shall provide, at its expense, any expert opinions or second opinions on specimens as may be necessary.

3.20 State. The term “State” shall mean the State of Florida.

3.21 Term. The term “Term” shall mean the contract period provided in Section 8.1 of this Agreement and any extensions thereof.

4. AGREEMENT

4.1 Retention. Contractor shall perform recruiting and management services including, but not limited to, securing for Broward Health, Medical Directors and Specialists required for the Services. Contractor, through its Medical Directors and Specialists, shall exercise exclusive control and direction over the method and manner in which the Services are performed. It is understood that Contractor provides Specialists and the Medical Directors, and Contractor's obligations as stated herein shall be performed by the Specialists and Medical Directors. Contractor is aware and knows of the Hospitals' professional and educational requirements for Specialists and shall present to Broward Health for approval, as needed, potential Specialists who meet such requirements and to staff the Health Care Facilities with only those Specialists who meet such requirements and who have been approved by Broward Health. Broward Health shall have the sole and exclusive right to approve or disapprove any Specialist.

4.2 Exclusivity. It is understood and agreed that, except as otherwise described herein or otherwise agreed to by the parties in writing, the Broward Health Medical Director of Pathology, Medical Directors and Specialists employed by Contractor will be the only physicians providing Services to the Hospitals during the Term of this Agreement. Notwithstanding the foregoing, the parties acknowledge and accept that currently a Pediatric Pathologist is employed by Broward Health to provide Services and that, pursuant to certain payor agreements, Broward Health must utilize certain clinical laboratories in accordance with the terms of those payor agreements. Such use of physicians other than Specialists and clinical laboratories shall not constitute a breach of this Agreement. Notwithstanding the foregoing, the parties agree that if Broward Health should ever acquire (through a merger, purchase or otherwise) another Health Care Facility or Facilities, or add a new service line (collectively "New Service Line"), Broward Health, in its sole discretion, will determine whether or not Contractor should perform Services for the New Service Line on behalf at Broward Health. If Broward Health determines that Contractor should perform Services for the New Service Line, the parties will negotiate appropriate compensation for such Services.

4.3 Contractor Outside Activities. Contractor will not, and Contractor will cause the Medical Director and Specialists not to, within Broward Health's service area as stated in Broward Health's enabling legislation, engage in any activities during the Term of this Agreement which involve a conflict of interest or compete or interfere with Contractor's obligations to provide Broward Health with Services under this Agreement. Upon written authorization from the President/Chief Executive Officer, in his sole discretion, which shall not be unreasonably withheld, Contractor and Specialists may maintain a private practice so long as any such private practice shall not interfere with Contractor's, Medical Director's or Specialist's duties hereunder or compete with Broward Health. Request for authorization must disclose the nature of the private practice, the other health care entities at which or for whom Contractor shall provide services, and a demonstration that such other activities will not interfere with, or conflict with, Contractor's, Medical Director's or Specialist's duties pursuant to this Agreement, or compete with Broward Health. Competition, interference and conflict will include, without limitation, the solicitation of Patients receiving Services. Competition and conflict of interest, however, does not include the provision of professional services to other hospitals, medical practices or ambulatory surgery centers outside of Broward Health's service area as stated in Broward Health's enabling legislation.

5. COVENANTS OF CONTRACTOR

5.1 Specialist Services. During the Term of this Agreement, Contractor agrees:

(a) Pathology services for this engagement shall include without limitation, pediatric pathology, dermatopathology, hematopathology, forensic pathology, cytology, clinical pathology and gynecological pathology, renal biopsy, muscle biopsy and other services pertaining to the field of pathology.

“Specialist Services” also include the supervisory and organizational responsibilities detailed in this Agreement. In addition to these services, if a member of the Medical Staff requests that Contractor provides a second opinion or obtains an expert opinion on a specimen, the Contractor will provide, at its expense, such expert opinion or second opinion.

(b) Contractor shall provide, as mutually agreed to by Broward Health through the Chief Administrator of each Hospital, a sufficient number of Specialists devoted to Broward Health, which must comprise, at a minimum, eleven (11) Specialists, two (2) Pathology Assistants, and a Broward Health Medical Director of Pathology, to adequately staff and provide Specialist Services to each Hospital with an appropriate skill mix to allow the Hospitals to operate efficiently, and in a cost-effective manner without compromising quality of care. Contractor shall designate those Specialists who shall be primarily assigned at each Hospital, as follows:

(i) Two (2) Specialists providing full-time, in-house coverage, Monday through Friday, between the hours of 7:30 a.m. and 5:30 p.m., at each of North Broward Medical Center and Coral Springs Medical Center;

(ii) Two Specialists at Imperial Point Medical Center. In the discretion of the Chief Administrator one (1) Specialist shall staff the Hospital between the hours of 7:30 a.m. and 4:00 p.m. and one (1) Specialist shall staff the Hospital between the hours of 12:00 p.m. and 8:00 p.m.

(iii) Four (4) Specialists providing full-time, in-house coverage, Monday through Friday, between the hours of 7:30 a.m. and 5:30 p.m., at Broward General Hospital;

(iv) Contractor shall provide a Pediatric Pathologist if desired by Broward Health.

(v) Broward Health Medical Director of Pathology shall provide part-time services as coordinator for all Specialist Services at the Health Care Facilities;

(vi) During the hours that full time in-house coverage is not required, Contractor shall have Specialists available on an on-call basis to provide Specialist Services through telemedicine (or any other new and/or replacement technology developed in the marketplace and implemented by Broward Health), or, as requested by the Emergency Department or a treating physician on a case by case basis, to provide Specialist Services at the Hospitals.

(c) Additionally, Contractor shall, as soon as is reasonably possible, supply or otherwise arrange for additional pathology coverage, skill mix and number of Specialists, upon written request of the Chief Administrator of a Hospital.

(d) Broward Health may require that Contractor make reasonable adjustments to the number of Specialists assigned to Broward Health from time to time to reflect changing market conditions, Hospital census, the needs of the Medical Staff or as a matter of Broward Health’s business judgment.

5.2 Designation of Broward Health Medical Director of Pathology and Medical Directors. Contractor shall, subject to the approval of the President/Chief Executive Officer, designate an individual to serve as Broward Health Medical Director of Pathology at all times throughout the Term, subject to and conditioned upon that individual becoming qualified as a Specialist. The Broward Health Medical Director of Pathology shall, subject to the approval of Broward Health, designate a Specialist to serve as a Medical Director at each of the Hospitals.

5.3 Staffing Schedule. In addition to the Staffing Schedule described in this Section 5.3, Contractor shall establish a staffing schedule to ensure adequate coverage, twenty-four (24) hours a day, seven (7) days per week, at all Hospitals. Contractor shall maintain administrative records pertaining to the scheduling of all Specialists, and Broward Health shall have access to those records at any time and without prior notice during normal business hours.

5.4 Individual Contracts. Contractor shall cause each of its Specialists to acknowledge in writing that he or she may be assigned or reassigned to any Hospitals or prohibited from performing services at a Health Care facility. If it is determined by Broward Health that the provision of Services by any specific Specialist is not in the best interest of Broward Health, or the functioning of any Hospital, then such Specialist shall at Broward Health's sole discretion, be immediately reassigned to another appropriate Hospital or be prohibited from performing services at the Health Care Facilities. If Broward Health advises Contractor that it questions whether it is in the best interests of Broward Health or Contractor to continue to utilize the Services of any specific Specialist, Contractor shall promptly meet with the President/Chief Executive Officer or his designee in a conscientious good faith effort to reach a concurrence on such question. If no concurrence can be reached, Broward Health's recommendation shall be binding on Contractor. Contractor shall ensure that its Specialists are not bound by any restrictive covenant which could prevent its Specialists from providing services to Broward Health or any Hospital should (i) this Agreement, or (ii) the Specialist's agreement with Contractor expire or terminate for any reason.

5.5 General Responsibilities. Contractor shall cause each of its Specialists to acknowledge in writing that he or she agrees to: (a) perform Services in a manner consistent with the facilities and equipment available and with the standards of medical care prevailing in the community; (b) provide Services to Patients during his or her assigned shifts regardless of sex, race, religion, age, national origin, or ability to pay; and (c) comply with all applicable regulatory and accreditation standards. Contractor's contract or agreement with the Medical Director shall include a provision whereby the Medical Director shall ensure, and shall assure that each Specialist (a) performs Services in a manner consistent with the facilities and equipment available and with the standards of medical care prevailing in the community; (b) provides Services to Patients during his or her assigned shifts irrespective of sex, race, religion, age, national origin, or ability to pay; and (c) complies with all applicable laws, rules, regulatory and accreditation standards.

5.6 Obligations of Medical Director. The Medical Director is acting and shall act hereunder as the agent, servant and/or employee of Contractor, subject to the control of Contractor as provided herein. The Medical Director shall be a Specialist and be active in attending seminars and courses concerning pathology and related medicine at Contractor's expense. The Medical Director shall be responsible for performing quality improvement functions regarding Specialist Services, and shall be accountable to the Medical Staff for the medical activities of the Services, and to the President/Chief Executive Officer for the administrative activities of the Services. The Medical Director shall, in addition to the duties of a Specialist as set forth in this Agreement, also perform the duties of the medical director as set forth in Exhibit B, attached hereto and specifically incorporated herein, as modified upon the mutual agreement of the parties from time to time.

5.7 Automatic Termination of Privileges. If any Specialist's affiliation with Contractor is terminated for any reason, then the Medical Staff privileges of such Specialist shall be terminated automatically. Upon termination of this Agreement, unless otherwise agreed, in writing, by Broward Health, the Medical Staff privileges of the Specialists shall automatically terminate. Contractor waives, and shall cause the Specialists to waive any and all due process rights with respect to the termination of privileges under this Section. Contractor shall cause each Specialist to acknowledge in writing the requirements of this Section. No other provision of this Agreement shall limit the operation of this Section.

5.8 Records and Reports.

5.8.1 Medical Records. Contractor shall cause its Specialists, in accordance with the Health Care Facilities' Policies, Medical Staff bylaws, and regulatory standards, to promptly complete and submit to the appropriate Medical Records department, reports of all examinations, procedures, and other Specialist Services performed and shall maintain an accurate and complete file of all such reports and supporting documents.

5.8.2 Other Reports. Contractor shall (i) timely prepare and file such additional or supplemental reports as Broward Health may reasonably request to be prepared, and (ii) analyze and interpret such reports upon request of Broward Health. This specifically includes, without limitation, information relating to the Performance Monitors.

5.8.3 Ownership of Medical Records and Reports. The ownership and right of control of all such reports, records (including medical records), and supporting documents prepared in connection with the provision of the Services shall vest exclusively in Broward Health, provided, however, that Contractor and each Specialist has the right to access such reports and records and other supporting documentation: (i) as requested in connection with any governmental investigation, lawsuit or board certification or re-certification; provided, that Broward Health has received reasonably satisfactory evidence of Contractor's or Specialist's (as the case may be) need for such information, and (ii) as shall be provided by applicable Federal and State law, rule, regulation, and guideline and Hospital Policies.

5.9 Applicable Standards. Contractor shall require the Medical Director and each Specialist to perform their respective Services under this Agreement in compliance with every standard, ruling, or regulation of the Joint Commission, the Department of Health and Human Services or any other Federal, State or local government agency, corporate entity, or individual exercising authority with respect to, or affecting the Hospital Policies and the prevailing standard of care.

5.10 Third Party Payor Requirements. Contractor recognizes that Broward Health is a participant in various third party payment programs including, without limitation, Medicare, Medicaid, and Blue Cross/Blue Shield, which participation is essential to the financial viability of Broward Health. Therefore, in connection with the subject matter of this Agreement, Contractor agrees to fully cooperate with Broward Health and provide assistance to Broward Health to ensure that Broward Health will be able to meet all requirements for participation and payment associated with such third party payment programs. In order to ensure that payments made to Contractor by or on behalf of Broward Health pursuant to this Agreement are included to the extent appropriate in determining the reasonable costs incurred by Broward Health as a provider of services under the Medicare program, Contractor agrees that, if this Agreement is determined to be "a contract between the provider and any of its subcontractors" pursuant to the Social Security Act, the value or cost of which is Ten Thousand (\$10,000) Dollars or more over a twelve-month period, Contractor shall perform the obligations as may be from time to time specified for subcontractors in Section 1861(v)(1)(I) of the Social Security Act (42 U.S.C. Section 1395x(v)(1)(I)) (and the regulations promulgated in implementation thereof), which currently reads as follows:

(a) In determining such reasonable cost, the Secretary may not include any costs incurred by a provider with respect to any services furnished in connection with matters for which payment may be made under this subchapter and furnished pursuant to a contract between the provider and any of its subcontractors which is entered into after the date of the enactment of this subparagraph and the value or cost of which is ten thousand (\$10,000.00) dollars or more over a twelve (12) month period unless the contract contains a clause to the effect that:

(b) Until the expiration of four (4) years after the furnishing of such services pursuant to such contract, the subcontractor shall make available, upon written request to the Secretary, or upon request to the Comptroller General, or any of their duly authorized representatives, the contract, and books, documents and records of such subcontractor that are necessary to certify the nature and extent of such cost, and

(c) If the subcontractor carried out any of the duties of the contract through a subcontract, with a value or cost of ten thousand (\$10,000.00) dollars or more over a twelve (12) month period, with a related organization, such subcontract shall contain a clause to the effect that until the expiration of four (4) years after the furnishing of such services pursuant to such subcontract, the related organization shall make available, upon written request by the Secretary, or upon request by the Comptroller General, or any of their duly authorized representatives, the subcontract, and books, documents and records of such organization that are necessary to verify the nature and extent of such costs.

(d) The Secretary shall prescribe in regulation criteria and procedures which the Secretary shall use in obtaining access to books, documents, and records under clauses required in contracts and subcontracts under this subparagraph.

(e) In addition, Contractor agrees to make available to Broward Health such information and records as Broward Health may reasonably request to facilitate Broward Health's compliance with the requirements applicable to Broward Health pursuant to the Medicare and Medicaid programs, including without limitation, the requirements contained in 42 C.F.R. Subpart D of Part 405, 42 C.F.R. Subpart B of Part 455.

5.11 Teaching; Community Outreach. Contractor will: (i) participate in the educational programs conducted by Broward Health and/or the Medical Staff to assure Broward Health's overall compliance with accrediting requirements; and (ii) perform such other reasonable teaching and community outreach functions within the Hospitals as Broward Health may reasonably request.

5.12 Use of Premises. Contractor shall not use, or permit any personnel supplied by Contractor to use, Hospital premises for any purpose other than the performance of Services hereunder. Except pursuant to, and subject to the terms and conditions of, the prior written consent of Broward Health, Contractor shall not do or permit anything to be done in or about the Hospitals, or bring or keep or permit anything to be brought to or kept therein, which is prohibited or will in any way conflict with any applicable Federal, State or local law, ordinance, rule, regulation, or guideline now in force or hereinafter enacted or promulgated, or which is prohibited by any standard form of fire insurance policy or which will in any way increase the existing rate of or effect a cancellation of any insurance policy covering the Hospitals or any part thereof; or any of its contents, or which will in any way obstruct or interfere with the rights of others in the Hospitals or injure or annoy them, or use or allow the Hospitals to be used for any unlawful or objectionable purpose. Contractor shall not cause, maintain or permit any nuisance in, on or about the Hospitals or commit or suffer to be committed any waste to, in, on or about the Hospitals.

5.13 Contractor Purchasing. Except pursuant to the prior written approval of Broward Health (which may be withheld at the sole discretion of Broward Health), Contractor shall not engage in direct purchasing or otherwise contract any liability on behalf of Broward Health and will neither charge the credit of Broward Health nor incur any obligations or enter into any contract for or on behalf of Broward Health or the Hospitals. Any such contract or charge of credit made without the written consent of Broward Health will be void. Contractor, Medical Director and Specialists will be supportive of Broward Health's group purchase initiative and product standardization and selection policies and procedures.

5.14 Risk Management Obligation. Any untoward or adverse incident known to Contractor or Broward Health related to the Services provided under this Agreement will be reported immediately to the other party. Contractor, through its Medical Director, will immediately provide written notice to Broward Health's Risk Management Department as well as Broward Health's Regional Risk Manager responsible for the applicable Hospital. For purposes of this Agreement, an incident is defined as any happening or occurrence which is not consistent with the routine operation of the Hospital or of the routine care of a particular Patient. It may be an accident or a situation such as lost or damaged property or a condition which could result in an accident. Contractor and Broward Health will disclose to the other all professional liability claims arising out of the Services provided under this Agreement involving Contractor and the Specialists arising during the Term which are settled or filed as lawsuits. The obligation to disclose such information applies, without limitation, even if the claim is related to, or arose out of an incident or occurrence which took place outside a Health Care Facility. At a minimum, annually, and as otherwise requested by Broward Health, the Medical Director will attend Broward Health's Regional Medical Council and Regional Quality Council meetings. Contractor will cause its Specialists to sign a consent to this Agreement authorizing their insurance company or companies to provide to Broward Health the information specified in this Section, including: a description of any and all settled claims, and the amount of each settlement; and a copy of the complaint filed in any lawsuit.

5.15 Insurance.

5.15.1 Professional Liability Insurance. Without waiving any of the immunities or limitations prescribed and set forth in Section 768.28, Florida Statutes, as amended, and pursuant to Section 768.28, Florida Statutes, as amended, Contractor represents that it shall, and it shall cause each of the Specialists to, at all times during the Term of this Agreement, obtain and maintain, professional liability coverage with such insurance companies, issued upon such forms and containing such terms and limitations as are reasonably acceptable to Broward Health. Such coverage shall be in the amounts of One Million (\$1,000,000.00) Dollars per occurrence covering the contractor and for each Specialist, Three Million (\$3,000,000.00) Dollars in the aggregate, covering all professional services rendered by Contractor during the Term of this Agreement. Contractor shall provide evidence of insurance coverage and premium payment to Hospital at the time of execution of this Agreement and on or before each anniversary date of this Agreement. If such coverage is provided on a claims made basis, such insurance shall continue throughout the Term of this Agreement; and upon the termination of this Agreement, or the expiration or cancellation of the insurance, Contractor shall purchase or arrange for the purchase of either an unlimited reporting endorsement ("Tail" Coverage), or "Prior Acts" coverage from the same or a subsequent insurer, with a retroactive date on or prior to the effective date of this Agreement. If Contractor is unable to obtain the required insurance for or on behalf of Specialists, Contractor will require Specialists to keep and maintain such insurance coverage individually. All such insurance will be kept and maintained without cost or expense to Broward Health. If neither Contractor nor Contractor's Representatives purchase the required coverage, Broward Health, in addition to any other rights it may have under the Terms of this Agreement or under law, is entitled, but not obligated, to purchase such coverage. Broward Health shall be entitled to immediate reimbursement from Contractor or Specialist for the cost thereof. Broward Health may enforce its right of reimbursement through set-off against any sums otherwise payable to Contractor. Contractor shall provide Broward Health with a certificate or certificates of insurance certifying the existence of all coverages required hereunder. Contractor and Specialists will provide or cause its or their insurance carrier to provide Broward Health with not less than thirty (30) days prior written notice in the event of cancellation or a change in the professional liability policies of Contractor or Specialists.

5.15.2 Workers Compensation. Contractor shall at all times during the term of this Agreement be covered at Contractor's own expense under an insurance policy providing workers compensation insurance for Contractor covering any liability required by the workers compensation laws of the State of Florida, unless Contractor provides proof satisfactory to Broward Health that it is exempt from such requirements. Contractor shall provide to Broward Health evidence of compliance with such requirements.

5.15.3 Indemnification by Contractor. Contractor agrees to indemnify, hold harmless and defend Broward Health, and its Board of Commissioners, officers, agents, representatives, employees and servants, from any and all claims, demands, actions, expenses (including reasonable attorney's fees and costs), and judgments arising out of or in any way connected with any negligent or intentional act or omission of Contractor or any of its agents, employees, representatives, or independent contractors in the performance of Contractor's duties and obligations under this Agreement. Contractor further agrees to indemnify, hold harmless and defend Broward Health against all liability and loss in connection with, and shall assume full responsibility for, payment of all federal, state and local taxes or contributions imposed or required under unemployment insurance, Social Security and income tax laws, with respect to the performance of duties pursuant to this Agreement by Contractor and its agents, employees, representatives, or independent contractors.

5.15.4 If it becomes necessary for Broward Health to defend any action or administrative proceeding seeking to impose any such liability, Contractor will pay Broward Health all costs of court and reasonable attorneys' fees incurred by Broward Health in such defense, in addition to any other sums which Broward Health may be called upon to pay by reason of the entry of a judgment or decree against Broward Health in the proceeding in which such claim is asserted.

5.15.5 Indemnification by Broward Health. If Broward Health receives written notice from Contractor of any material deficiencies regarding equipment, supplies or support concerning any laboratory services or concerns regarding consistency, quality, safety, or any other areas that are the subject of Medical Director duties, but are unrelated to the professional medical services provided by the Specialists, and fails to implement any commercially reasonable correction in a timely manner as may be required, Broward Health shall indemnify, defend and hold harmless Contractor and Specialists against: (i) any and all liability arising directly out of Broward Health's failure; and (ii) any and all costs and expenses, including reasonable legal expenses, incurred by or on behalf of Contractor and Specialists in connection with the defense of such claims. Notwithstanding the foregoing, the parties hereby acknowledge and agree that Broward Health, as a special taxing district of the State, enjoys the benefits of sovereign immunity, and nothing contained herein shall be construed as a waiver or limitation of such sovereign immunity.

5.15.6 Common Law Indemnification. Each party specifically reserves any common law right of indemnity or contribution which either party may have against the other.

5.15.7 Cooperation. The parties recognize that, during the Term of this Agreement and for a period thereafter, certain risk management issues, legal issues, claims or actions may arise that involve or could potentially involve the parties and their respective employees and agents. The parties further recognize the importance of cooperating with each other in good faith when such issues, claims or actions arise, to the extent such cooperation does not violate any applicable laws, cause the breach of any duties created by any policies of insurance or programs of self-insurance, or otherwise compromise the confidentiality of communications or information regarding the issues, claims or actions. As such, the parties hereby agree to cooperate in good faith, using their best efforts, to address such risk management and claims handling issues in a manner that strongly encourages full cooperation between the parties. The parties further agree that if a controversy, dispute, claim, action or lawsuit (each, an "Action") arises with a third party wherein both the parties are included as defendants, each party shall promptly disclose to the other party in writing the existence and continuing status of the Action and any negotiations relating thereto. Each party shall make every reasonable attempt to include the other party in any settlement offer or negotiations. In the event the other party is not included in the settlement, the settling party shall immediately disclose to the other party in writing acceptance of any settlement and terms relating thereto.

5.16 Alteration of Premises. Contractor shall not make or suffer to be made, any alterations to the premises of the Hospitals or any part thereof, even at Contractor's own expense, without the written consent of Broward Health.

5.17 Equal Employment Opportunity. Without limiting any provision herein set forth, Contractor expressly agrees to abide by any and all applicable Federal and/or state Equal Employment Opportunity Statutes, Rules and Regulations including, without limitation, Title VII of the Civil Rights Act of 1964, the Equal Employment Opportunity Act of 1972, the Age Discrimination in Employment Act of 1967, the Equal Pay Act of 1963, the National Labor Relations Act, the Fair Labor Standards Act, the Rehabilitation Act of 1973, all as may be, from time to time, modified or amended.

5.18 Allocation of Contractor Time. Acknowledging that pursuant to the requirements of the Medicare, Medicaid and other third party payor programs, as applicable, the compensation received by Contractor pursuant to this Agreement must be apportioned on the basis of the administrative and professional components of the Services provided by Specialists, Medical Director shall, upon Broward Health's request and in accordance with Hospital policies and applicable laws, promptly prepare and submit to Broward Health such physician time allocation forms and other supporting documents as are required by the Medicare, Medicaid and other third party payor programs.

5.19 Review of Services and Action Plan. Contractor will, and as otherwise requested by Broward Health, submit periodic reports to Broward Health including, for example, number of Patient visits, Patient satisfaction surveys, evaluations in accordance with criteria established by Broward Health of Specialists' performance with recommendations by Contractor pertaining to Specialist retention and all other pertinent information reasonably requested. Contractor and Broward Health shall, and as otherwise requested by Broward Health, periodically meet to review the performance of all Services hereunder by Contractor and by Specialists to assure continual compliance with the requirements of this Agreement. At least annually, but more often as determined by Broward Health, a committee which shall include the CEO and/or his designee, Department of Surgery Chief, Chief of Staff, and the Laboratory Director will review the performance of this Agreement and examine the following quality indicators: a. Specialists turnover, b. turnaround time on biopsies, c. frozen section discrepancies, d. peer review evaluation (external and internal), e. Medical Staff satisfaction with Contractor, and f. overall operational performance. If, at anytime Broward Health is not satisfied with the adequacy of a quality indicator, the committee described herein will submit to Contractor an action plan in attempt to improve the inadequacy, which action plan shall be implemented by Contractor within 30 days after receipt of said action plan. Failure to implement said action plan is cause for termination pursuant to Section 8.

5.20 Ownership of Revenues, Gifts and Grants. Subject to Broward Health's obligations to pay Contractor for the provision of Services as set forth in Section 7, or as otherwise agreed between Broward Health and Contractor, all Patient revenues and all non-Patient revenues of the Hospitals or of Broward Health is the property of Broward Health. Without limiting the generality of the foregoing, it is specifically understood and agreed as follows: Broward Health will receive and be vested in full ownership of all gifts and grants of money or other property to or for use with respect to the provision of Services, from any source whatsoever, and Broward Health will receive and be vested in full ownership of all other non-Patient revenues.

5.21 Requirements for Medicare and Other Laws.

5.21.1 Applicable Laws. The parties recognize that this Agreement is, at all times, subject to applicable State, local and Federal laws, as amended, including, without limitation, the Social Security Act, the National Health Planning and Resource Development Act, the Tax Equity And Fiscal Responsibility Act of 1982, the Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. § 201, et. seq.), including, without limitation, Standards for Privacy of Individual Identifiable Health Information, and all rules, regulations and policies of the U.S. Department of Health and Human Services, Medicare, Medicaid, and all local, state and federal public health and safety agencies. The parties further recognize that this Agreement is subject to amendments of such laws and regulations and to any new legislation applicable to the Parties. Any laws that invalidate, or otherwise are inconsistent with, the terms of this Agreement or that would cause one or both of the parties to be in violation of law, supersedes the terms of this Agreement, provided, however, that the parties will exercise their best efforts to accommodate the terms and intent of this Agreement to the greatest extent possible, consistent with the requirements of law.

5.21.2 Records. Pursuant to the above stated laws, rules, regulations and policies, the Specialists and Medical Director may be required to keep records of their administrative and Patient care time; to prepare and file Provider Based Physician Rationale; and may be required to prepare, maintain and file other records that may be required by Broward Health or its Medicare contractor for reimbursement purposes. Contractor and Broward Health specifically agree that they will cooperate and coordinate with each other to prepare, maintain, exchange and file all such records. In addition, Contractor agrees to comply with any and all requests by any governmental body or agency, or by Broward Health on behalf of or as requested of Broward Health by any governmental body or agency, for disclosure of any records or documents related to the Services contemplated hereunder, including any documents or records related thereto.

5.21.3 Public Records. The parties to this Agreement agree and acknowledge that the public records laws of the State of Florida shall be adhered to the fullest extent. Nothing contained herein shall preclude either party from asserting a lawful exemption to the appropriate section of the Florida Statutes where applicable.

5.22 Contractor's Representations and Warranties. Contractor represents and warrants to Broward Health each of the following:

5.22.1 None of Contractor's principals (as used herein, any officer, director and any person or entity with five percent or more ownership interest), or Specialists, or the immediate family of Contractor's principals or Specialists, has a compensation arrangement of any kind with Broward Health. For purposes of this subsection, the term "immediate family" shall include a spouse, natural or adoptive parent, child or sibling, stepparent, stepchild, stepbrother or stepsister, father in law, mother in law, grandparent, grandchild or spouse of a grandparent or grandchild. For purposes of this subsection, compensation shall be defined as any type of remuneration directly or indirectly, overtly or covertly, paid in cash or in kind. The President/Chief Executive Officer or Broward Health's Chief Financial Officer is authorized, in his or her sole discretion, to waive this requirement upon a showing of good cause and a demonstration that such waiver does not violate any applicable Federal or State statute or regulation.

5.22.2 Neither Contractor nor any of its principals or Specialists has ever been convicted of a health care related criminal offense, have not been and currently is not under investigation by any public or private, state or federal regulatory body.

5.22.3 Neither Contractor nor any of its principals or Specialists are undergoing any type of audit by a public or private auditing entity, and/or State or Federal regulatory body or auditing entity, related to regulatory compliance issues.

5.22.4 Neither Contractor nor any of its principals or Specialists have entered into, and during the Term, agree not to enter into, any financial relationships prohibited under the Federal Physician Self Referral Law (Social Security Act 1877; 42 U.S.C. 1395nn) and the regulations promulgated at 42 C.F.R. 411, et seq., or similar state or local statutes or regulations prohibiting certain financial relationships among health care providers. Contractor and its principals and Specialists have not engaged in, and during the Term agree not to engage in, any activities prohibited under the Federal anti kickback laws (42 U.S.C. 1320a 7, 1320a 7a, 1320a 7b), the regulations promulgated pursuant to such Federal statutes, related State or local statutes or regulations, or rules of professional conduct.

5.22.5 None of the Specialists have (1) had his or her license to practice medicine in any state suspended, revoked, or denied; (2) been reprimanded, sanctioned, or disciplined by any licensing board or state or local medical society or specialty board; (3) been denied membership or reappointment of membership on the medical staff of any hospital; (4) had hospital medical staff membership or clinical privileges suspended, curtailed, or revoked; (5) been convicted or pled guilty to a crime other than a minor traffic violation; and (6) had a guardian of his or her person or estate appointed by a court of competent jurisdiction.

5.22.6 Neither Contractor nor any of its principals or Specialists are or have been (i) excluded, debarred, or otherwise ineligible to participate in the Federal health care programs as defined in 42 USC § 1320a-7b(f) (the "Federal health care programs"); (ii) convicted of a criminal offense related to the provision of health care items or services but have not yet been excluded, debarred, or otherwise declared ineligible to participate in the Federal health care programs; and (iii) under investigation or otherwise aware of any circumstances which may result in Contractor or any of Contractor's Representatives being excluded from participation in the federal health care programs. This shall be an ongoing representation and warranty during the term of this Agreement and Contractor shall immediately notify Broward Health in writing of any change in the status of the representation and warranty set forth in this Section. Any breach of this Section shall give Broward Health the right to terminate this Agreement immediately for cause.

5.22.7 Contractor, its principals and Specialists shall comply with the standards of conduct established by the: (1) Federal False Claims Act ("FCA"), 31 U.S.C. § 3729, et seq.; (2) the Florida False Claims Act ("Florida FCA"), Fla. Stat. §§ 68.081 - 68.092; and (3) state Medicaid plan amendments promulgated to comply with Section 6032 (Employee Education About False Claims Recovery) of the Deficit Reduction Act of 2005 ("DRA"). The DRA requires that state Medicaid Plans be amended to require certain types of health care providers to establish written policies that address the following: (1) the Federal False Claims Act ("FCA"); (2) State laws pertaining to civil or criminal penalties for false claims and statements; (3) the whistleblower protections provided under both Federal and State laws, and the role of these laws in preventing and detecting fraud, waste and abuse; (4) the administrative remedies found in the Program Fraud Civil Remedies Act; and (5) policies and procedures for detecting and preventing fraud, waste and abuse. Contractor acknowledges that Broward Health has made available written (or web-based) materials regarding compliance with the FCA, the Florida FCA, and other relevant false claims laws, including Broward Health's Compliance and Ethics Policies and Procedures Manual, Deficit Reduction Act, 002-070, as well as a summary of the relevant federal and state laws that are attached to this policy.

5.22.8 Neither Contractor nor any of its Specialists have entered into, and during the Term of this Agreement agree not to enter into, any restrictive covenant, agreement or understanding with any third party which may conflict with or constitute a breach of this Agreement.

6. COVENANTS OF CONTRACTOR

6.1 Referrals. The Parties acknowledge and agree that Contractor's compensation is not in any way contingent upon or intended to induce the admission, recommendation, referral (including referrals for ancillary services) or any other arrangement for the provision, order or leasing of any item or service offered by Broward Health.

6.2 Contract Management. Contractor shall report to the President/Chief Executive Officer for purposes of the administration of the terms and conditions of this Agreement. This reporting is only for administrative purposes and does not extend to any physician's practice of medicine.

6.3 Conflicts of Interest. Contractor agrees that it will avoid activities, investments, contractual relationships, and other situations which may conflict with its duties to Broward Health, as described herein, and that it will abide by Broward Health's Conflict of Interest Policy and sign all Conflict of Interest Disclosure Statements required by Broward Health. Further, Contractor shall require such agreement from each Specialist performing Services pursuant to this Agreement. Contractor shall disclose in writing to Broward Health any ownership or contractual relationship which Contractor or its Specialists have with other health care facilities or entities and shall disclose, in writing, any new relationships, within thirty (30) days of entering into any ownership or contractual arrangements with any other health care facilities or entities. If Contractor engages in conduct which does, in fact, constitute a conflict of interest or which materially interferes with (or is reasonably anticipated to interfere with) Contractor's performance under this Agreement, Broward Health may exercise its rights under Section 8 below.

6.4 Trade Secrets. During the Term of this Agreement, Contractor and Contractor's representatives will have access to and become acquainted with confidential information and trade secrets of Broward Health, including information and data relating to payor contracts and accounts, clients, patients, patient groups, patient lists, billing practices and procedures, business techniques and methods, strategic plans, operations and related data (collectively, "Trade Secrets"). All Trade Secrets are the property of Broward Health and used in the course of Broward Health's business, and shall be proprietary information protected under the Uniform Trade Secrets Act. Contractor and Contractor's representatives shall not disclose to any person or entity, directly or indirectly, either during the Term of this Agreement or at any time thereafter, any Trade Secrets, or use any Trade Secrets other than in course of providing the Services under this Agreement. All documents that Contractor or Contractor's representatives prepare, or Trade Secrets that might be given to Contractor or Contractor's representatives in the course of providing the Services under this Agreement, are the exclusive property of Broward Health, and, without the prior written consent of Broward Health, shall not be removed from Broward Health's premises

6.5 Corporate Compliance. Contractor acknowledges that Broward Health has adopted a program to facilitate its compliance with laws and regulations ("Corporate Compliance Program"). Contractor agrees to participate in the Corporate Compliance Program, including but not limited to, adherence to the corporate philosophy statement and all written codes, policies, and guidelines of the Corporate Compliance Program. Contractor further agrees to participate in in-service compliance education programs and further agrees to contribute to the ongoing compliance efforts as an integral part of Contractor's duties and responsibilities. Contractor understands that the Corporate Compliance Program may be amended by Broward Health from time to time and Contractor agrees to adhere to the codes, policies and guidelines of the Corporate Compliance Program as amended. Contractor acknowledges and understands that failure to support, adhere to and promote the Corporate Compliance Program, and the failure of Contractor and its employees and contractors to attend Broward Health's or the Hospital's in-service compliance education programs constitutes a material breach of this Agreement, and may result in reduction of Contractor compensation, and other sanctions, including termination of this Agreement for cause.

6.6 Medico-Administrative Policy. Contractor represents that it has reviewed Broward Health's Policy on Medico-Administrative Service Agreements and agrees to fully comply with its provisions. Contractor further agrees to cause each Specialist and Medical Director performing services pursuant to this Agreement to review and fully comply with its provisions.

7. COVENANTS OF BROWARD HEALTH.

7.1 Operational Requirements. Broward Health will, after considering the recommendations of Contractor and consistent with Section 5 hereof, provide such facilities, equipment, supplies, utilities, janitorial, laundry, and other support service as Broward Health deems necessary for the provision of the Services.

7.2 Broward Health-Supplied Personnel. Broward Health will, after considering the recommendations of Contractor and consistent with Section 5 hereof, employ, terminate and, when it deems appropriate, reinstate such Non-Physician Personnel as Broward Health deems necessary for the proper operation of the Hospitals. All such Non-Physician Personnel will at all times be the employees, agents or servants of Broward Health. Broward Health will be responsible for worker's compensation insurance for such employees and be solely responsible for the payment of their compensation.

8. FINANCIAL ARRANGEMENT.

8.1 Compensation to Specialists. The parties recognize that Specialists providing medical and clinical services hereunder are independent contractors or employees of Contractor. Contractor shall cause each Specialist to sign a consent to this Agreement, agreeing that Contractor, on behalf of Broward Health will remit to Specialists, a professional fee as compensation for the services to be provided by Specialists under this Agreement. Contractor further agrees to maintain all financial and administrative records pertaining to the payment of such compensation to the Specialists. Broward Health is not required to compensate any Specialist. Broward Health's sole obligation under this Agreement is to compensate Contractor and Contractor will defend, indemnify and hold harmless Broward Health from and against any claims by any Specialist against Broward Health for compensation for services provided pursuant to this Agreement. Contractor will make available, upon reasonable request of Broward Health, copies of its employment agreements with any or all of the Specialists.

8.2 Nature of Services. The parties acknowledge that the fees to be charged hereunder consist of two components, a professional component for Services, consisting of time and attention provided by a Specialist, as well as a facility fee component, consisting of the use, availability, and maintenance of facilities, resources, equipment, and including certain other overhead costs of Broward Health incurred in operating the Hospitals.

8.3 Billing Obligations: Cooperation.

8.3.1 Contractor shall bill and collect (for its own account) for the professional component of Services rendered by the Specialists or otherwise recognized by any payer as constituting a professional component, subject to the following conditions. Contractor is entitled to receive, as compensation hereunder, all professional component fees payable for the clinical laboratory tests and procedures performed by Contractor under this Agreement. Services rendered to participants in various third-party payment programs (i.e. managed-care patients) shall be billed in accordance with the plan arrangements of the managed-care plan (e.g. deductibles and co-payments) and pursuant to the requirements of Section 7.5.2 below. Billing of Indigent Patients shall be restricted in accordance with Section 7.7 below.

8.3.2 Broward Health shall bill and collect for the non-professional component of Services rendered by the Specialists. Amounts collected for the non-professional component of fees for services shall be collected by Broward Health for Broward Health's own account.

8.3.3 Broward Health will use its best efforts to assist Contractor in its billing and collection efforts by obtaining accurate and complete demographic, insurance, and employment information. In addition, Broward Health shall, to the extent permitted by law, share patient information, via electronic means wherever possible, by providing copies of medical records and other information necessary for billing for Services within seventy-two (72) hours to Contractor as appropriate to facilitate Contractor's obtaining complete information on each Patient for collection purposes; and as appropriate and necessary, Contractor will provide information to Broward Health in connection with Broward Health's billing efforts. Notwithstanding the foregoing, except to the extent prohibited by law, upon Broward Health's reasonable request, Contractor shall hold in abeyance or write off any Specialist's charges for Services. Nothing contained herein shall be construed to prohibit Broward Health, or its other third-party physician provider groups, from billing and collecting for the professional component of fees for services other than the Services, or, subject to the exclusivity requirements of this Agreement, for services contemplated by Section 4.2 hereof.

8.3.4 Contractor will make available, upon reasonable request of Broward Health, all collections of receivables related to this Agreement. This information will be protected pursuant to the Confidentiality component related to this Agreement.

8.4 Payment to Contractor. In consideration for the Contractor's fulfillment of its obligations hereunder, Contractor shall be entitled to the following:

8.4.1 Contractor shall be entitled to the professional component of fees for Services provided pursuant to this Agreement, according to the Terms of this Agreement;

8.4.2 For those Services for which Broward Health is paid on a global basis or a per case fee, Contractor shall be paid in accordance with a negotiated fee schedule.

8.5 Contractor Fees for Services.

8.5.1 General. Contractor shall from time to time establish a schedule of charges for the professional component of the fees for Services, which may not exceed the usual and customary fees charged for similar services elsewhere in the community and may not violate any law or regulation governing such fees, including, without limitation, federal Medicare statutes and regulations. Contractor's charges shall be understood to incorporate by reference and be modified by present Hospital Policies including, without limitation, discounts granted to Broward Health's employee health plan and self-insured worker's compensation program, uncompensated services, courtesy discounts, etc. Contractor shall notify, and provide a written copy to, Broward Health, in advance, of all fees, all new procedures, and the fees therefore, and all changes in the foregoing. Whenever Contractor desires to change the fee schedule or to add a new procedure during the Term, Contractor shall, within ten (10) days of such change or addition of a new procedure, provide the Chief Financial Officer (CFO) of Broward Health with written notice of such change or new procedures, specifying the existing fee, if applicable, and the proposed amount of increase or decrease, or new fee, if applicable. If the increases established by Contractor exceeds the prior twelve (12) months' increase in The Southeastern Region Urban Medical Care Services component of the Consumer Price Index published by the United States Bureau of Labor Statistics, Contractor shall obtain the approval of the Chief Financial Officer of Broward Health prior to implementing such changes which approval shall not be unreasonably withheld. Contractor shall also obtain approval of Broward Health's Chief Financial Officer of the fee for any new procedure, which approval shall not be unreasonably withheld. Throughout the Term, the parties agree to monitor the fees being charged in

order to assure the reasonableness of the charges. If Contractor and the Chief Financial Officer are unable to reach this Agreement concerning such increased or decreased charges or charges for new procedures pursuant to this Section, the matter shall be brought to the President/Chief Executive Officer for final determination.

8.5.2 Third-Party Payors. Contractor acknowledges that Broward Health is a participant in various third-party payment programs, which participation is deemed essential to the financial viability of Broward Health. In connection with the Services provided under this Agreement, and except as otherwise specifically permitted in writing by Broward Health, Contractor will participate in all such third-party payment programs and accept the rates for each program established by Broward Health. In connection therewith, Contractor shall fully cooperate with Broward Health and provide assistance to Broward Health to the end that Broward Health will be able to meet all requirements for participation and payment associated with such third party payment programs, including the prompt inclusion of Specialists on the provider panels of such programs, if necessary. Contractor shall be given four weeks to negotiate a rate with a given third party payor from notification by Broward Health that it wants Contractor to participate in such third party payor's program. If Contractor cannot successfully negotiate a rate within such time frame, and where Broward Health, through its participation in such third party payment programs agrees to discount its fees for Services, Contractor shall accept as compensation for the provision of Services under this Agreement, such amount as negotiated by Broward Health with such third party payor, provided that Broward Health does not, except as otherwise permitted or required by applicable law, actively disclose this arrangement to such third party payor while the Contractor has the opportunity to conduct its own negotiations therewith. Broward Health agrees to negotiate the rate of compensation relating to Services with any such third-party payor programs in good faith, will use commercially reasonable efforts to negotiate a discount for the professional fee component of Services which is not any greater than the discount it negotiates for the facility component of Services, shall discuss pricing/discount proposals with Contractor, shall not use the discounting of the professional fee component in order to gain market share or to gain an advantage in discounting or pricing of either the facility component or any other fees. Broward Health shall timely provide Contractor with the rates of compensation it has negotiated with third party payors and any subsequent modifications thereto. Contractor shall timely provide Broward Health with any rates of compensation it negotiates with third party payors and any subsequent modifications thereto.

8.6 Broward Health Fees for Services. Broward Health shall, from time to time, establish a schedule of charges for the technical component of the fees associated with Contractor's provision of Services hereunder. The schedule of charges for the non-professional component of fees shall be in the sole and absolute discretion of Broward Health, as amended from time to time. Broward Health shall provide Contractor with notice of any change in the schedule of charges for the non-professional component of fees for Services.

8.7 Tax-Certified. Contractor understands that Broward Health provides substantial services to Patients who are tax-certified. Contractor agrees that it will cause the Specialists to provide Services to such tax-certified Patients and that it will not bill and collect from such Patients thereafter, and that it will not look to such tax-certified Patients or Broward Health for compensation thereafter. Without limiting the generality of the foregoing, Contractor and Specialists shall not seek or be entitled to participate in any program established by Broward Health to reimburse the Medical Staff, either collectively or individually, for care rendered to such tax-certified Patients.

9. TERM AND TERMINATION OF AGREEMENT.

9.1 Contract Term. This Agreement shall have a Term of three (3) years. The parties may agree to enter into discussions to renew this Agreement thereafter or either party may elect not to renew the Agreement.

9.2 Termination. This Agreement may be sooner terminated on the first to occur of the following:

9.2.1 Termination of Agreement By Mutual Agreement. By written agreement of the Parties in accordance with the terms stipulated in the agreement.

9.2.2 Termination Without Cause. After the initial twelve (12) month period of this Agreement, either party may terminate this Agreement at any time and without cause upon one hundred eighty (180) days prior written notice to the other party.

9.2.3 Termination for Specific Breaches. Immediately if Contractor attempts to provide Specialist Services through persons who fail to meet any of the qualifications of a Specialist, and if Contractor fails to remedy such situation within twenty-four (24) hours after receiving written notice from Broward Health, unless it is impossible for Contractor to remedy the situation within such period of time, in which case, the period of time may be extended, in the discretion of Broward Health, so that Contractor has a reasonable amount of time to remedy the situation.

9.2.4 Termination for Failure to Maintain Professional Liability Coverage. Broward Health may immediately terminate this Agreement, in writing and with no cure period, if Contractor and/or any of the Specialists fail to comply with the requirements as outlined in above Section 5.15. Contractor may avoid termination pursuant to this Section if a Specialist fails to comply with the provision of Section 5.15 by promptly ensuring that the Specialist does not provide Services pursuant to this Agreement. Upon immediate termination by Broward Health, Contractor shall continue to provide Services to Broward Health under this Agreement, in accordance with the Terms and provisions of this Agreement, until Broward Health either engages a new physician group to provide the Services contemplated under this Agreement, or one hundred eighty (180) days from the date Broward Health provided notice of termination under this Section to Contractor, whichever occurs first.

9.2.5 Termination on Notice for Default. In the event that either party shall give notice to the other that such other party has substantially defaulted or committed a material breach in the performance of its obligations under this Agreement and such default is not cured within thirty (30) days following the giving of such notice, the party giving such notice shall have the right to immediately terminate the Agreement.

9.2.6 Termination for Failure to Maintain Required Insurance. Notwithstanding the provisions of Section 8.2.4, if Contractor has given 30 days advance written notice of a change or cancellation of insurance under Section 5.15.1, herein, Contractor shall have thirty (30) days from the date of such notice to obtain the insurance coverage required herein. In the event that such coverage cannot be obtained within thirty (30) days from the date of the notice, Broward Health may secure Services from any other party, at its sole discretion, and this Agreement may be terminated immediately, at the sole option of Broward Health. Broward Health shall conduct an annual review of insurance in conjunction with the Contractor's annual performance review.

9.2.7 Termination Due to Legislative or Administrative Changes. In the event that there shall be a change in the Medicare or Medicaid Acts, regulations, or general instructions (or application thereof), the adoption of new legislation, or a change in any other third party payor reimbursement system, any of which materially affects the reimbursement which Broward Health or Contractor may receive for the respective services furnished to Patients, either party may, by notice, propose a new basis for compensation for the services furnished pursuant to this Agreement. If such notice of new basis is given and if Contractor and Broward Health are unable within thirty (30) days thereafter to agree upon a new basis for compensation, either party may terminate this Agreement by providing the other with at least thirty (30) days prior written notice on any future date specified in such notice.

9.3 Effects of Termination. Upon termination of this Agreement, as previously set forth, neither party shall have any further obligation hereunder except for (a) obligations accruing prior to the effective date of termination, and (b) obligations, promises, or covenants contained herein which are expressly made to extend beyond the Term of this Agreement including, without limitation, indemnification obligations. No provision in this Section shall operate to extend the Term of this Agreement beyond the date above set forth.

10. MISCELLANEOUS.

10.1 Broward Health Representative. Except as may be herein more specifically provided, Broward Health shall act with respect to all matters hereunder through its President/Chief Executive Officer.

10.2 Notices. Any notice, demand or communication required, permitted or desired to be given hereunder, shall be deemed effectively given when personally delivered or mailed by prepaid certified mail, return receipt requested, addressed as follows:

CONTRACTOR:	
COPY TO:	

BROWARD HEALTH:	President and Chief Executive Officer
	Broward Health
	303 SE 17th Street, 6 th Floor
	Fort Lauderdale, FL 33316
COPY TO:	General Counsel
	Broward Health
	303 SE 17th Street, 6 th Floor
	Fort Lauderdale, FL 33316

or to such other addresses and to the attention of such other persons or officers as either party may designate by written notice.

10.3 Offers to Personnel.

(a) Personnel. Each party’s employees have been or will be trained at great expense by such party, and such party has a compelling interest in maintaining its contractual relationship with its employees. In addition, if a party’s employees were to terminate their relations with such party and render services to the other party, such other party would be unfairly benefited, without adequate compensation to the first party.

(b) Non-solicitation Covenant of Contractor. During the Term, and for a period of one (1) year thereafter, Contractor shall not, directly or indirectly, impair or initiate any attempt to impair the relationship which exists between Broward Health and the physicians and personnel employed thereby, or make offers or contracts of employment or offers or contracts for services with such physicians or personnel, or with any partnership, corporation, or association through which such physicians or personnel may render services or employment.

10.4 Governing Law. This Agreement has been executed and delivered in, and shall be interpreted, construed and enforced pursuant to and in accordance with, the laws of the State. All duties and obligations of the parties created hereunder are performable in Broward County, Florida, and Broward County, Florida, shall be the sole and exclusive venue for any dispute, litigation, special proceeding or other proceedings as between the parties that may be brought or arise out of or in connection with or by reason of this Agreement.

10.5 Assignment. No assignment of this Agreement or the rights and obligations hereunder by either party shall be valid without the prior written consent of the other party, except that this Agreement may be assigned to any successor entity operating the Hospitals which assignment shall forever release Broward Health hereunder. Any assignment in violation of the foregoing shall be null and void. Notwithstanding the foregoing, Contractor shall be entitled to assign this Agreement, with prior written notice to Broward Health, to a legal entity which is one hundred percent (100%) owned and controlled by the principals of the Contractor.

10.6 Waiver of Breach. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision hereof.

10.7 Enforcement. In the event either party resorts to legal action to enforce the Terms and provisions of this Agreement, the prevailing party shall be entitled to recover the cost of such actions so incurred including, without limitation, reasonable attorneys’ fees; provided, that Broward Health’s liability therefore

shall not alter or waive its sovereign immunity, or extend its liability beyond the limits established in Florida Statute Section 768.28, as amended.

10.8 Gender and Number. Whenever the context hereof requires the gender of all words shall include the masculine, feminine, and neuter and the number of all words shall include the singular and plural.

10.9 Additional Assurances. The provisions of this Agreement shall be self-operative and shall not require further agreement by the parties except as may be herein specifically provided to the contrary; provided, however, that at the request of either party, the other party, shall execute such additional instruments and take such additional acts as the requesting party may deem necessary to effectuate this Agreement.

10.10 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 public enemy, war, 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.

10.11 Severability. In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect and enforceable in accordance with its terms.

10.12 Amendments and Agreement Execution. This Agreement and/or amendments shall be in writing and executed in multiple copies on behalf of Contractor by Contractor and on behalf of Broward Health by the President/Chief Executive Officer (CEO) and each such copy shall be deemed an original, but all multiple copies together shall constitute but one in the same instrument.

10.13 Disagreements. Any disputes that may arise regarding the performance of duties or obligations of either party under this Agreement shall be discussed by the respective parties acting through the President/Chief Executive Officer or his designee and the Medical Director. In the event that the parties, after such discussion and using their best efforts to resolve such differences, mutually agree that they are unable to reach a resolution satisfactory to both parties, then such disputes shall be discussed between the President/Chief Executive Officer and the Chief Executive Officer of Contractor. Nothing contained in this Agreement shall limit the remedies available to either party under law or equity and at any time either party may file suit against the other.

10.14 Independent Contractor. The parties agree that the relationship between Broward Health and the Contractor is and shall remain one in which Broward Health obtains the services of an independent contractor. Nothing in this Agreement shall be deemed to constitute the parties hereto as principal/agent, joint ventures, joint partners or employer/employee, or Contractor and/or each Medical Director and/or Specialist acting as anything other than an independent contractor of Broward Health. Nothing in this Agreement shall be deemed to constitute any party as the agent of the other party, nor shall any party have the right to bind the other party or make any promises or representations on behalf of the other party. Contractor further understands and agrees that:

10.14.1 Broward Health shall not withhold on behalf of Contractor or any Medical Director or Specialist any sums for income tax, unemployment insurance, Social Security or any other withholding or self-employment taxes of whatsoever kind or nature (or penalties or assessments or interest thereon) that may be due or assessed by any governmental entity or agency pursuant to any law or requirement of any governmental body relating to the independent contractor status of Contractor.

10.14.2 Neither Contractor, nor any Medical Director, or any Specialist shall have any claim under this Agreement or otherwise against Broward Health for vacation pay, sick leave, workers' compensation, retirement benefits, disability or unemployment insurance or any other employee benefits offered to Broward Health's employees of any kind or nature whatsoever.

10.14.3 All of such payments, including all federal and state tax payments due by Contractor as an independent contractor, and all costs of health insurance, workers' compensation and any other benefits are the sole responsibility of and shall be solely paid by Contractor. Contractor, nor any Medical Director or Specialist, shall participate in any pension plan or any other benefit plan for, or be entitled to any fringe benefits of, Broward Health or its employees.

10.14.4 Nothing herein shall be construed as giving Broward Health control over, or the right to control, the professional judgment, treatment or actions of Contractor, Medical Director(s) or Specialists with respect to professional services rendered under this Agreement. The parties also stipulate and agree that Contractor, Medical Director and the Specialists shall at all times be independent practitioners of medicine.

10.14.5 In the event the Internal Revenue Service shall question or challenge the independent contractor status of Contractor or any Medical Director or Specialist hereunder, the parties mutually agree that they shall each be afforded the right to participate in any discussions or negotiations with the Internal Revenue Service concerning Contractor's and each Medical Director's and Specialist's status hereunder. Contractor agrees to defend, indemnify and hold Broward Health harmless from and against any and all liability in connection with, and shall assume full responsibility for, payment of all federal, state and local taxes, including, without limitation, payroll and employment taxes, and contributions imposed or required under unemployment insurance, FICA and income tax laws, and any penalties and interest that may be assessed, with respect to any Medical Director and/or Specialist and any other persons engaged by Contractor hereunder in the performance of their duties pursuant to this Agreement.

10.14.6 Broward Health shall pay Contractor for Services provided pursuant to the terms of this Agreement, and Contractor shall be solely responsible for compensating the Medical Director and the Specialists in the performance of their duties pursuant to this Agreement. Contractor shall indemnify and hold harmless Broward Health from and against any and all loss or liability (including attorneys' fees) arising from or related to Contractor's failure to pay its Medical Director(s) and/or Specialists for any Services provided to Broward Health under this Agreement.

10.15 Sovereign Immunity. Notwithstanding any contrary provision hereof, the parties hereto acknowledge that Broward Health, as a special taxing district of the State, enjoys the benefits of sovereign immunity, and nothing contained herein shall be construed as a waiver or limitation of such sovereign immunity. All Terms and provisions in this Agreement, or any disagreement or dispute concerning it, shall be construed or resolved so as to ensure Broward Health of the limitation on liability provided to political subdivisions of the State of Florida as established in Florida Statute Section 768.28, as amended.

10.16 Third-Party Beneficiaries. This Agreement is for the benefit of the parties hereto, and is not entered into for the benefit of any other person or entity, including, without limitation, the Patients, the Specialists, or their representatives.

10.17 No Construction Against Drafting Party. Each party to this Agreement expressly recognizes that it results from a negotiation process in which each party contributed to the drafting of this Agreement. Given this fact, no legal or other presumptions against any party drafting this Agreement concerning its construction or interpretation shall accrue to the benefit of any party to this Agreement, and each party expressly waives the right to assert any such presumption in any proceeding or disputes connected with, arising out of, or involving this Agreement.

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EXHIBIT A
CONTRACTOR'S RESPONSE

EXHIBIT B
MEDICAL DIRECTOR DUTIES

The Medical Director duties shall include the following:

1. Establishing schedules for all Specialists satisfactory to Broward Health to assure the safety and needs of Patients and their attending physicians, work with Broward Health to improve the Services, review and address performance and outcome measures, insure regulatory readiness, as well as any other reasonable request by Broward Health.
2. Assumption and discharge of responsibility for professional direction of the provision of the Services under applicable laws, rules, regulations and Hospital Policies;
3. Responsibility for establishing regulations for the efficient performance of the Services;
4. Development and oversight of policies governing the use and availability of Services and equipment in the Hospitals in accordance with all applicable policies and regulations;
5. Serving as the official liaison with respect to the Services with the applicable President/Chief Executive Officer and the Medical Staff;
6. Assisting in the in-service education of Non-Physician Personnel;
7. Preparing and implementing a schedule of Specialist coverage to be provided by Contractor for the Hospitals, in accordance with the terms of this Agreement, and to meet the staffing requirements required by Patient load;
8. Reviewing and responding appropriately to all questions regarding the practice of medicine by Specialists posed by the applicable President/Chief Executive Officer or the Medical Staff;
9. Evaluating on a regular basis the performance of each Specialist, in addition to ensuring that each Specialist maintains competency, performs and completes required continuing medical education, and meets required Board Certification/Eligibility requirements set forth herein;
10. Ensuring that all medical reports by Specialists are complete and scrutinized for quality;
11. Developing and implementing a program of audit, peer review, and continuing education for all Specialists with the concurrence of the Medical Staff and the applicable President/Chief Executive Officer;
12. Reviewing the consistency, quality, and appropriateness of all Services;
13. Supervision and in-service education of nursing staff;
14. Participation in utilization and cost/case initiatives to improve medical services;
15. Maintaining customer service initiatives; and
16. Preparation and delivery of information related to Performance Monitors as requested by Broward Health.

17. Advise Broward Health with respect to the selection, retention, and termination of all Non-Physician Personnel supplied by Broward Health pursuant to Section 4 of this Agreement who may be required for the proper provision of the Services, subject to Broward Health's human resource policies.
18. Provide appropriate professional in-service training, supervision, and medical direction to all Non-Physician Personnel, within the framework of Hospital Policies, and shall additionally, recommend scheduling of appropriate Non-Physician Personnel.
19. Advise Broward Health with respect to the selection of additional and replacement equipment for the provision of the Services.
20. Assist Broward Health in inspecting and evaluating all equipment to assure that it is being maintained in a safe condition, and being utilized in a safe and efficient manner. Medical Director shall, as necessary, requisition repair and other support services for such equipment pursuant to the terms hereof.
21. Advise Broward Health with respect to requisitions for supplies and support services required by Contractor or its Specialists to fulfill obligations hereunder, and submit such requisitions through regular purchasing channels as determined by Hospital Policies.
22. Establish procedures to ascertain the consistency, quality, and appropriateness of all Services provided by Specialists and Non-Physician Personnel.
23. Serve as Medical Director at each Hospital to which Medical Director is assigned by Broward Health, in consultation with Contractor, and perform any other duties as required of the Medical Director in accordance with requirements of applicable laws and regulations.
24. Attend Medical Council and Regional Quality Meetings.
25. Participate in the Hospitals' overall quality improvement program in accordance with Hospital Policies, applicable laws, rules, regulations, and guidelines, and the policies of accrediting organizations, to the end that the Hospitals' pathology program maintains quality consistent with community standards.
26. Other such duties as shall be reasonably assigned from time to time by Broward Health.

SECTION V: SCOPE OF SERVICES, SERVICE LOCATIONS & STAFFING REQUIREMENT, CREDENTIALING INFORMATION, CONTRACTOR REQUIREMENTS, BROWARD HEALTH 2010 CASE VOLUME

1. 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. 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, providing service for more than 50 years, is a community health system offering a full spectrum of healthcare services. Broward Health encompasses more than 30 healthcare facilities, including Broward General Medical Center ("BGMC"), a 716 bed acute care facility in Fort Lauderdale, Florida, North Broward Medical Center ("NBMC"), a 409 bed acute care facility Deerfield Beach, Florida, Imperial Point Medical Center ("IPMC"), a 204 bed acute care facility in Fort Lauderdale, Florida, and Coral Springs Medical Center ("CSMC"), a 200 bed acute care facility located in Coral Springs, Florida. Additionally, Urgent Care Services will be required at both Seventh Avenue Urgent Care Clinic and Weston Regional Health Park. Broward Health is a medical safety net for Broward County residents.

The Pathology Services provider for this engagement shall provide Broward Health patients and clinical staff with outstanding Pathology Services including management, 24/7 professional staffing (both dedicated in house and on-call Specialists), supervision and ongoing education and training ensuring compliance with every standard, ruling, or regulation of The Joint Commission, College of America Pathology (CAP), the Department of Health and Human Services and any other Federal, State, or local government agency or entity affecting Broward Health Policies. The Contractor shall be responsible for providing qualified physician staff specialists to facilitate the delivery of health services to patients presenting themselves at the designated Broward Health Care facilities. This care shall be provided regardless of patient's ability to pay and the selected firm shall assure consistency of service and quality of patient care while providing for the efficient use of equipment, medical supplies and personnel. All Contractor administrative and Specialist Services shall be in conformity with Broward Health policies.

Broward Health is seeking innovative cost effective methods to continually improve patient care throughout Broward Health. One of the primary goals of this RFP is to significantly lower overall cost base. The evaluation committee will give specific weight to proposals that outline a strategy to ensure appropriate testing and mitigate costs. The successful firm selected for this engagement shall provide outstanding laboratory medical services, providing timely, efficient and the highest quality of anatomical and clinical pathology services. Additional responsibilities include serving as a medical, diagnostic and consultative resource to Broward Health. Pathology services for this engagement shall include without limitation the following: pediatric pathology, dermatopathology, hematopathology, forensic pathology, cytology, clinical pathology and gynecological pathology, renal biopsy, muscle biopsy and other services pertaining to the field of pathology. "Specialist Services" shall also include the supervisory and organizational responsibilities detailed for this agreement. In addition to these services, the Contractor for this engagement shall provide, at its expense, any expert opinions or second opinions on specimens as may be necessary.

Additionally, Broward Health shall not enter into any agreement whereby the Contractor has as an employee non compete agreement prohibiting that employee from either working directly for Broward Health or for another contracted firm doing business with Broward Health for any specific time duration.

2. SERVICE LOCATIONS & STAFFING REQUIREMENT

Please note the following minimum staffing requirement for full time in-house coverage for each of the following Broward Health facilities: Four (4) Specialists at Broward General Medical Center with two (2) Specialists each at Coral Springs Medical Center, North Broward Medical Center and Imperial Point Medical Center. During hours that full time-in-house coverage is not required (from 5:30 pm to 7:30 am), Contractor shall have Specialists available on a prompt as need basis.

**Broward General Medical Center
1600 Andrews Avenue
Fort Lauderdale, FL**

**Imperial Point Medical Center
6401 N. Federal Highway
Fort Lauderdale, FL**

**Coral Springs Medical Center
3000 Coral Hills Drive
Coral Springs, FL**

**North Broward Medical Center -
201 E. Sample Road
Deerfield Beach, FL**

3. CREDENTIALING INFORMATION

All physicians applying for staff must be approved through the respective medical center's "Credentials & Qualifications" process and approved by Broward Health Board of Commissioners prior to the implementation of contract. If credentialing applications are complete when submitted, this is a 30 to 60 day process and this should be started as soon as possible. Please note the following Broward Health credential instructions:

Each physician must be credentialed through the medical staff credentialing process prior to entering any of the facilities of Broward Health. To facilitate the process all applications for memberships/privileges to the medical or allied health professional staff must be obtained directly from the respective medical staff offices. Separate applications must be submitted for each Contractor in compliance with each medical center's medical staff by-laws. Contractor shall identify core group of physicians at each medical center to facilitate credentialing process. Please note the following medical facility contact names and phone numbers.

BGMC	Jeneva Hakman, Regional Manager, Med. Staff Admin.	355-5614
NBMC	Deborah Brown, Regional Manager, Med. Staff Admin.	786-6973
CMSC	Jill Tudor, Regional Interim Manager, Med. Staff Admin.	344-3143
IPMC	Janice Wells, Regional Manager, Med. Staff Admin.	776-8628

The application must be completed in its entirety accompanied by a current license, DEA certificate, curriculum vitae, training certificate, malpractice insurance, drug screening release form and pharmacy/DEA signature card; all of which must be returned to the respective medical staff offices. Applications not properly completed will be returned.

4. CONTRACTOR REQUIREMENTS

- The provider shall consistently provide excellence and efficiency of care to patient and clinical staff throughout Broward Health.
- Physician Specialists contracted to provide Pathology Services to patients shall meet the following minimum requirements:
 - a. Provide Satisfactory evidence that the Proposer is a certified pathologist by the American Board of Pathology services, licensed in the State of Florida to practice medicine, possesses not less than three (3) years actual operating experience as a pathologist in a hospital environment and has a proven track record working with municipal agencies
 - b. Satisfactory evidence that the Proposer has the equipment and personnel necessary to perform the proposed services.
 - c. Physicians must be fluent and conversant in English and meet all certification requirements necessary for the performance of their duties to the satisfaction of Broward Health.
- Physician Specialists contracted shall provide the following services:
 - a. Routine examinations of patient; referral to physicians who, by virtue of specialized training may render appropriate care;
 - b. Perform treatment procedures in conformance with current community standards pursuant to all appropriate statutes & regulations
- A single individual shall be designated as “Medical Director for Pathology” contracted to provide the following services:
 - a. The Contractor shall provide at each medical center a Regional Director in accordance with the bylaws of the medical staff of Broward Health subject to approval of the administrator of each medical center and responsible for services detailed in this RFP.
 - b. Provide a sufficient number of Specialists devoted to Pathology, which currently is 12 Specialists, including the Medical Director of Pathology, and two pathology assistants to adequately staff and meet all requirements in a cost-effective manner without compromising quality of care. Manage all assigned duties and responsibilities developing staffing patterns for Pathology Specialists compatible with patient load and for scheduling full time, in-house coverage Monday through Friday, between the hours of 7:30 am & 5:30 pm. Please note the following staffing for each of the following facilities: Four (4) Specialists at Broward General Medical Center with two (2) Specialists each at Coral Springs Medical Center, North Broward Medical Center and Imperial Point Medical Center. During hours that full time-in-house coverage is not required, Contractor shall have Specialist available on a prompt as need basis.
 - c. Develop and maintain a quality review program meeting JCAHO and other applicable regulatory standards approved by Broward Health; review and evaluate Physician Specialist staff reporting this information to each Chief Administrator. Educate Contractor staff to Broward Health hospital policies.
 - d. Prepare and deliver Performance Monitors; attending meetings related to the compilation and review of said Performance Monitors as requested by Broward Health.

- e. Evaluate drugs, equipment and educational materials to continually improve services to Broward Health; review professional and administrative policies as needed making recommendations for appropriate revisions; assure educational forums are provided at a level meeting standards of The Joint Commission and Broward Health. Scheduling monthly or more often if needed educational staff meetings
 - f. Manage Broward Health operations ensuring consistency of patient care.
- Additional Services to be provided at each the four regions to provide the following services:
 - a. Available 24/7 to liaison with Medical Staff and Chief Administrator to resolve all issues; conducts educational seminars.
 - b. Teaching - Community Outreach: Contractor shall participate in the educational programs conducted by BH and/or the Medical Staff to assure Broward Health's overall compliance with accrediting requirement; and, perform other reasonable teaching and community outreach functions within the four Hospitals as requested.
 - c. Make recommendations to improve level of services concerning staff, equipment and supplies.
 - d. Implement quality review programs and ensure Performance Monitors are met.
 - e. The hospital seeks to establish a "zero tolerance" surgical pathology coding goal and redesign the process to prevent compliance failures and billing errors. This redesign should include a hospital post-report review process to determine the correct CPT codes to bill for the technical component (TC) for each case. Additionally, the hospital and pathology group should establish a process to verify for each case that the CPT codes the pathology group is billing for the professional component (PC) match what the hospital is billing for the TC.
 - f. Broward Health seeks to implement a "quarterly" surgical pathology random coding audit, e.g., process (30 cases) randomly selected to monitor CPT and ICD9 coding accuracy of both parties.

5. BROWARD HEALTH 2010 CASE VOLUME

Please note the following 2009 annual pathology services case load volume for your Broward Health's 4 regions:

Broward General Medical Center	13,500 cases
CSMC	7,106 cases
IPMC	5,000 cases
NBMC	<u>6,350 cases</u>
	31,956 cases

SECTION VI: CONTRACTOR'S QUALIFICATIONS RESPONSE

Contractors must submit complete sequential line item detail/documentation for the following ensuring compliance with all requested information. Items not addressed with acceptable documentation may result in rejection of Contractor's RFP Response.

A. EXECUTIVE SUMMARY

Provide a brief summary describing the Proposer's ability to provide services detailed in this RFP. Summary shall include a history of the Proposer's background and experience in providing similar services meeting the Scope of Services requirements for this engagement. This narrative addresses the Proposer's ability to provide the products and services requested in this RFP, including any exception if allowed, enhancement or other information that the Proposer deems relevant. If additional services are to be provided by subcontractor(s), including but not limited to certified MBE partners, please provide a brief history of their background and experience, partnership experience with your firm, as well as any other information requested in this RFP. This summary should be concise, no more than three pages, describing your organization's mission, vision, and values, and how your firm would succeed in combining with those goals of Broward Health. Describe your service philosophy and how you ensure you are able to meet our expectations? Detail any relevant information to provide outstanding services to Broward Health satisfying the scope of work detailed in this RFP document. Additionally, the respondent will submit a signed attestation that they have read and are in agreement with the contract terms and conditions contained in Section IV of this RFP document or have identified in writing those terms they do not agree to and any compromise language proposed. Broward Health reserves the right to reject any respondent's response if compromise language is not reasonable in the sole opinion of Broward Health.

B. CONTRACTOR'S CORPORATE PROFILE AND FINANCIAL STRENGTH

- a. Name of Company and location of principal office and office designated for this engagements; length of time in business under the name listed above. Provide a copy of the firm's three most recent annual audited financial statements.
- b. Firm ownership structure (individual, partnership, corporation, joint venture, other). Provide names of principal partners. Number of employees for entire company and for designated contract office; provide your firm's executive management team for this engagement with detailed organizational chart and reporting relationships including number of physicians projected to staff this engagement.
- c. Provide contact information for the main point of contact within your organization. Provide a list of the individuals who would be directly involved in the management of our contract, including their credentials.
- d. Describe the circumstances, status and outcome of all litigation from actions brought as a result of performance under prior or current contracts. Include subject matter, status and resolution.
- e. Identify any judgments levied against your firm or bonding agency resulting from performance services issues within the last five years. Identify evidence of satisfactory completion of contracts. Identify all failed contracts that were terminated for cause prior to their scheduled expiration.
- f. One of the primary goals of this RFP is to significantly lower overall cost base. The evaluation committee will give specific weight to proposals that outline a strategy to optimize demand, i.e., always ensure appropriate testing. Contractor shall describe your approach to establishing a program, which will focus on cost effective management of Pathology Services. Provide details on your firm's initial or ongoing site assessment to be conducted for this engagement.

C CONTRACTOR'S PATHOLOGY SERVICES EXPERIENCE AND STAFFING

- a. List four (4) major contracts for which your firm was responsible during the last five years.

For each contract listed, please show the following: Client name & Contract Amount, Staffing Requirement for each contract, plus staffing for interventional care services and Year completed

- b. Detail the level of physician staff credentialing including verification methodology for providing services for this contract. Additionally, detail the qualifications/credentials required of your firm's pathology assistants and their specific duties for this engagement.
- c. Provide transition plan for this contract; contractors shall supply each medical center with sufficient staff to provide coverage to each medical center 24/7/365, including holidays. Contractor shall submit a plan that demonstrates full time in-house coverage Monday through Friday (7:30 am – 5:30 pm) at each of the four medical facilities; detail ability to provide prompt non scheduled in-house coverage; coverage with back-up coverage assuring consistency of service and quality of care for all medical centers.
- d. The Contractor shall provide at each medical center a Regional Director in accordance with the bylaws of the medical staff of Broward Health subject to approval of the administrator of each medical center and responsible for services for services detailed in this RFP.
- e. Define your firm's recruiting and retention program; detail your corporate plan or mechanisms to ensure the stability of your staff. Include minimum hiring requirements for all levels of staff to be provided in the engagement, i.e., certifications, education, experience, etc. Contractor shall provide "turn over" (attrition) rate for the past three years.

D. QUALITY ASSURANCE & EDUCATION

- a. Contractor shall detail their system to ensure that all policies and procedures are reviewed annually to meet all regulatory requirements. Define your risk management program including essential policies for your firm.
- b. Provide C.V., including current education and credentials, for professionals assigned to this engagement. Detail credentials and practice operations for the Medical Director of Pathology and the four Regional Medical Directors; detail duties, and expected protocols for interacting with Broward Health hospital management and medical staff.
- c. Contractor shall provide an overview of the method that will be utilized on an ongoing basis to ensure personnel competency including meeting all licensure requirements and ongoing education and training and annual competency evaluation. Provide sample/documentation ensuring or measuring competency for each specialty area currently in place.
- d. Contractor shall describe the comprehensive quality management plan and/or performance improvement program that would be implemented with the medical center. Provide a detailed example of a past performance improvement initiatives and provide measurable outcomes achieved. Key indicators will minimally include: compliance with The Joint Commission and other regulatory standards, compliance with controlled substance documentation, and reporting of critical episodes and mortality/morbidity at regularly scheduled departmental meetings.
- e. Detail other "value added" services your firm may offer including reasons for selecting your firm for this engagement. Please provide your firm's solution to providing a PHD level professional to develop molecular testing programs for both Flow Cytometry and Microbiology/Immunology.

E: BUSINESS OFFERING

This is a Request for Proposal for a hospital-based Pathology Service. The Contractor who is awarded the RFP will be afforded the opportunity to bill the appropriate parties for services rendered to Broward Health patients under this contract. Broward Health recognizes the Contractor who is awarded the RFP will generate revenue through professional billing components and administrative fees. Broward Health is seeking best business alternatives that will result in a true cooperative business relationship between the successful Contractor and Broward Health. As such Broward Health expects the very best financial offering from your firm. In addition to detailing your business plan, define the expected physician compensation/incentive plan for Physician Specialists for this engagement. Broward Health prefers to contract with a firm requiring no subsidy fee payment. Please detail your pricing plan for Broward Health. Be specific with addressing the indigent patient needs for Broward Health.

SECTION VII: SIGNATURE AUTHORIZATION/SWORN STATEMENT & 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 eighteen (18) copies of sealed Response; two (2) completer responses on virus free CD-Rom media.**
2. **One (1) original Signed Signature Authorization Page**
3. **One (1) original signed notarized completed 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.**

A. 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

FROM _____

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

RFP ENVELOPE

() RFP SPECIFICATIONS ENCLOSED

RFP TITLE: BROWARD HEALTH PATHOLOGY SERVICES

RETURN TIME & DATE: PRIOR TO 3:00 P.M., TUESDAY, SEPTEMBER 14, 2010

