

BROWARD HEALTH

HOSPITAL NON-LEGAL COLLECTION AGENCY SERVICES

REQUEST FOR PROPOSAL

RELEASE DATE: Monday, October 2, 2017
VENDOR INQUIRIES DUE: 12:00 P.M. Monday, October 16, 2017
DUE DATE: Prior to 3:00 P.M., Monday, November 6, 2017
RFP OPENING: 9:30 A.M., Tuesday November 7, 2017

TABLE OF CONTENTS

SECTION I:	INSTRUCTIONS FOR SUBMITTING A RESPONSE	3
SECTION II:	INFORMATION CONCERNING THE RFP PROCESS	6
SECTION III:	SELECTION PROCESS AND CRITERIA AND KEY DATES	8
SECTION IV:	DIVERSE VENDOR PARTICIPATION	10
SECTION V:	BROWARD HEALTH GENERAL TERMS AND CONDITIONS	12
SECTION VI:	SIGNATURE AUTHORIZATION/SWORN STATEMENT & RESPONSE LABEL	18
SECTION VII:	SCOPE OF SERVICE/MINIMUM REQUIREMENTS/RESPONSE CRITERIA	22
	- CONTRACTOR OPERATING PROTOCOL	
	- CONTRACTOR QUALIFICATION STANDARDS	
	- CONTRACTOR PERFORMANCE STANDARDS	
	- PRICING PROPOSAL	

**BROWARD HEALTH
REQUEST FOR PROPOSAL
BH HOSPITAL NON-LEGAL COLLECTION AGENCY SERVICES**

SECTION I: INSTRUCTIONS FOR SUBMITTING A RESPONSE

1. 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 Hospital Non-Legal Collection Agency Services ("Contractor"). **Contractors must submit one (1) original and ten (10) copies of the sealed Specification Response with Contractor Name clearly printed on the front cover page of each submitted response. Additionally, Contractor shall submit two (2) complete responses (each CD containing one document in pdf format) on virus-free CD-ROM media with Contractor Name clearly labeled on each CD. USB drives cannot be accepted.**
2. RFP Responses may be delivered in person, by registered mail, by U.S. mail or overnight delivery. All RFP Responses must be directed to Broward Health (c/o Bids Team), 1800 NW 49th Street, Ft. Lauderdale, FL, 33309. All RFP Responses must arrive at the above address, **no later than 3:00 P.M. Monday, November 6, 2017.** If submitting an RFP Response by mail, Contractors must allow sufficient time for mailing. If submitting an RFP Response by registered mail, the registered certification card will be returned to the Contractor acknowledging receipt of the RFP Response only if requested.
3. RFP Responses received after the closing time and date, for any reason whatsoever, will not be accepted or considered. Any disputes regarding timely receipt of an RFP Response shall be decided in the favor of Broward Health.
4. Contractors 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. Please complete required information on the mailing label, complete company name and address in the upper left hand corner, check the appropriate block on the lower left corner indicating a "RFP RESPONSE ENCLOSED".
5. All submitted RFP Responses must be complete. If Conflict of Interest or Physician Ownership Disclosure forms and/or CD-ROMS are not included as part of the response, Contractor's will be advised and will be allowed 48 business hours to provide the missing documents. Should the Contractor not provide the documents within the 48 hours provided, the RFP Response shall be deemed incomplete and not acceptable. Supplemental information may be attached to the RFP Response, but must be designated as such. Broward Health reserves the right to request additional clarifying information from Bidders after RFP Responses are opened but before entering into a contract with any Bidder as may be determined to be necessary, in Broward Health's sole and absolute discretion, to assist in the evaluation of any RFP Responses timely submitted.
6. Under no circumstance may a Contractor withdraw or modify an RFP Response after **3:00 P.M., Monday, November 6, 2017.**
7. 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 RFP 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 RFP Response with a specific and concise explanation of what differences exist and why such differences do not substantially deviate from the quality, purpose and standards of the items specified. Further data on such difference shall be provided if requested. The items and sizes shown on specification sheets are estimated

requirements. Actual purchases may be more or less than quantities shown on specifications, but only the actual quantities required will be purchased.

8. Broward Health will consider qualified Contractors that can meet the requirements and specifications outlined in this RFP.
9. **Broward Health Employees and Officers not to Benefit** - No Broward Health employee or officer shall have any ownership or monetary interest in, share in the benefits of, or be a part of any contract, either directly or indirectly pursuant to this RFP. Additionally, no Broward Health employee or officer shall personally benefit monetarily or otherwise as a result of the execution of any contract related to this RFP.
10. **Conflict of Interest and Ownership Disclosure** - There shall be no dealings between any Contractor and Broward Health that might be construed as a conflict of interest. All Contractors 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. Broward Health has adopted, implemented and codified its Conflict of Interest Policy, which is codified in its General Administrative Policy No. GA-001-015, and is reflected in its procurement code. As such, all Contractors acknowledge and agree to read and to abide by Broward Health's Conflict of Interest Policy, a copy of which shall be provided as part of this Request for Proposal. Furthermore, Contractor shall include fully completed copies of Broward Health's Conflict of Interest Questionnaire and Disclosure Agreement forms as well as Broward Health's Disclosure Form for Physician Ownership and Financial Arrangements as part of its RFP Response.
11. **Broward Health Environmentally Preferred & Sustainable Procurement Practices (EPSPP)** – Broward Health is committed to the protection of the environment and providing a safe and healthy environment for our employees, patients and visitors. Recognizing the challenge to reduce the environmental footprint, Broward Health understands its responsibility to minimize waste, to use less toxic products, to improve occupational and patient health, and to reduce the use of hazardous material, while maintaining tight control on expenses and improving community relations. Being a good environmental steward does not end with Broward Health, but also applies to our vendors, as we recognize our impact as a major procurer of goods and services. Broward Health shall consider “green / sustainability initiatives” in its vendor solicitation and selection processes, whenever feasible, supporting environmentally responsible products and services that do not compromise existing sourcing practices and patient care and safety. To aid our efforts to sustain the environment, Broward Health requests all vendors to provide information on their company's Green / Sustainability / Environmental Protection Policy, Practices and Products. This would include products and services whose environmental impacts have been considered and found to be less damaging to the environment and human health, when compared to competing products and services.
12. **Broward Health Supplier Diversity Program** - Broward Health (BH) is committed to ensuring the participation of Certified Diverse Vendors (CDV) in its procurement of goods and services. Broward Health's Certified Diverse Vendors include Small Business Enterprises (SBEs), Minority Business Enterprises (MBEs), and Women Business Enterprises (WBEs) approved by one of BH's certification partners.

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

In addition, a Sub-contracting requirement of 10% CDV has been approved for Non-Certified Diverse Vendors. Prime Vendors/Contractors can obtain a list of BH Certified Diverse Vendors for sub-contracting via our online Certified Diverse Vendor Directory @ www.browardhealth.org/diversity. Any questions, please contact the Office of Supplier Diversity (OSD) at 954-473-7289.

13. **Contractor Registration** - Contractor must be a registered vendor with Broward Health in order to contract with Broward Health. If a Contractor is not registered with Broward Health by the RFP Opening Date, then any RFP Response submitted by an unregistered Contractor will not be considered. Registration can be accessed via Broward Health's website at <https://vendor.browardhealth.org/pages/vendor-registration-and-certification>. All questions regarding the Registration process shall be directed to Contracts Administration at (954) 473-7289 or via email at vendorrelations@browardhealth.org.

14. **Contractor contact with Broward Health Representatives** - Questions during the bidding process regarding the RFP process and protocol as well as technical questions regarding the scope of service should be directed via e-mail only to bids@browardhealth.org.

Questions regarding the Scope of Service must be sent prior to 12:00 PM Monday, October 16, 2017. Broward Health will provide a response to all timely received questions regarding Scope of Services via a single written addendum to the RFP.

15. The submission of an RFP Response shall constitute Contractor's representation to Broward Health that the Contractor is familiar with and agrees to comply with the contents of this RFP.

16. As a political subdivision, Broward Health is subject to the Florida Sunshine Act and Public Records Law. By submitting an RFP Response, Contractor acknowledges that the materials submitted with the RFP Response and the results of Broward Health's evaluation are open to public inspection upon proper request in accordance with Chapter 119, Florida Statutes. Contractor should take special note of this as it relates to proprietary information that might be included in its RFP Response.

17. **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, may not submit bids 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.

18. RFP Responses will be opened in a Public RFP Opening at the Broward Health Corporate Office, Conference Room 1115, 1800 NW 49th Street, Ft. Lauderdale, FL 33309 beginning at **9:30 A.M., Tuesday November 7, 2017**

SECTION II: INFORMATION CONCERNING THE RFP PROCESS

1. This Request for Proposal (RFP) invites qualified firms to submit a proposal for consideration by Broward Health to provide Hospital Non-Legal Collection Agency Services to Broward Health. The successful candidate will have documented healthcare experience providing Collection services to healthcare firms.
2. Broward Health will use a two-part evaluation process for this RFP. In the first part (the Part A evaluation), the Broward Health Hospital Non-Legal Collection Agency Services RFP Committee will review all timely submitted RFP 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 the Broward Health "Sunshine Board" located in the lobby of the Broward Health Corporate Office, 1800 NW 49th Street, Ft. Lauderdale, FL 33309. The evaluation criteria for this "Part A" evaluation is more fully set forth in Section III below. Broward Health anticipates selecting and inviting several Contractors whose scores on the "Part A" evaluation ranked the highest to make in-person oral presentations to the Broward Health Hospital Non-Legal Collection Agency Services RFP Committee (the "Part B" Presentation Process, which is more fully detailed in Section III below). After the Contractors have made their oral presentations, the Committee will score each Contractor based on his or her performance. Following the "Part B" presentation, the Contractors shall be given a weighted score which shall be based on their corresponding Part A & Part B scores, the process to which is also detailed in Section III below (the "Part C" Process). This combined score shall constitute the Contractor's final total score. The Broward Health Hospital Non-Legal Collection Agency Services RFP Committee will then rank the Contractors based upon their final total scores and will submit the ranking to the Broward Health Director of Corporate Resource & Materials Management for approval. Upon approval, Broward Health will then negotiate a contract with a subset of the selected Contractors (a number to be determined at a later date) with the highest ranking scores among the selected Contractors and shall serve as available providers of Hospital Non-Legal Collection Agency Services. If Broward Health is unable to negotiate a satisfactory contract with any and/or all of the subset group of Contractors for any reason, then Broward Health shall formally terminate negotiations with the Contractor(s) in question, and shall then undertake negotiations with the next highest Contractor(s) not previously selected. Should Broward Health be unable to negotiate a satisfactory contract with any of the ranked Contractors, then Broward Health shall, at its sole discretion, either cancel or withdraw this RFP.
3. The issuance of this RFP constitutes only an invitation to submit a RFP Response to Broward Health. Broward Health reserves the right to determine, in its sole discretion, whether any aspect of the RFP 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 an RFP 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 an RFP 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 RFP Responses submitted. RFP Responses that are not submitted on time and/or do not conform to Broward Health's requirements will not be considered.
8. Broward Health reserves the right to award the contract under this RFP to a Contractor based on the complete RFP Response, on any portion of the RFP Response, or on any particular items of the RFP Response, as it deems to be in the best interest of Broward Health.

9. Broward Health reserves the right, in its sole and absolute discretion, to withdraw, postpone or cancel this RFP at any time, including after an award is made and contract negotiation have begun. Broward Health further reserves the right to re-advertise this RFP, which may be also be modified to meet the current needs of Broward Health.
10. Broward Health reserves the right to waive any formalities of or irregularities in the RFP process.
11. **RFP Disputes, Administrative Remedy** - If a Contractor disputes any matter arising out of this RFP or the RFP process, including the award of the Contract, Contractor shall provide written notice of dispute to Broward Health (c/o Director of Corporate Resource & Materials Management) at 1800 NW 49 Street, Ft. Lauderdale, FL 33309 within five (5) business days after the issue arises or the Contract is awarded. Failure of a Contractor to timely provide its written notice of dispute shall be deemed a waiver of the dispute by the Contractor. Within ten (10) business days from the date of receipt of the Contractor's dispute, the Director of Corporate Resource & Materials Management will render a written decision on the dispute and forward the decision to the Contractor via the appropriate chain of command. A Contractor may appeal this decision by giving written notice of appeal to the Senior Vice President/Chief Financial Officer of Broward Health at 1800 NW 49 Street, Ft. Lauderdale, FL 33309 within five (5) business days after receipt of the Director of Corporate Resource & Materials Management written decision. The notice of appeal shall be accompanied with copies of the Contractor's notice of dispute, the Director of Corporate Resource & Materials Management written decision and any other documents the Contractor requests to be considered. Failure of a Contractor to timely give written notice of appeal shall be deemed a waiver of the appeal by the Contractor. The Senior Vice President/Chief Financial Officer of Broward Health shall render a written decision within five (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.
13. **Cone of Silence** - To ensure fair consideration for all Contractors, Broward Health prohibits communication to/or with any member of the Broward Health Board of Commissioners, Broward Health official, any department, division or employee during the submission process, except as otherwise provided for herein. Additionally, Broward Health prohibits communications initiated by a Contractor to the Broward Health official or employee evaluating or considering the RFP proposals prior to the time an award decision has been made. Any communication between a Contractor and Broward Health in order to obtain information or clarification needed to develop a proper, accurate evaluation of the RFP shall be subject to and shall be in compliance with Section I, article 14, set forth above. Communications initiated by a Contractor to anyone other than those permitted individuals shall be grounds for disqualifying the offending Contractor from consideration for award of the proposal and/or any future proposal.

SECTION III: SELECTION PROCESS AND CRITERIA AND KEY DATES

A. SELECTION PROCESS AND CRITERIA

1. Part A - Evaluation Process

The RFP Committee shall review all Responses received by **3:00 P.M., on Monday, November 6, 2017** with respect to completeness, accuracy and content. The Committee shall then evaluate and score (rank) the Responses based upon the following criteria:

<u>Criteria</u>	<u>Percentage Weight</u>
• Diverse Vendor Participation	10%
• Contractor Operating Protocol	15%
• Contractor Qualification Standards	25%
• Contractor Performance Standards	25%
• Pricing Proposal	<u>25%</u>
Total	100%

2. Part B - Presentation Process

Upon completion of the Part A – Evaluation Process, Broward Health shall invite those firms acceptable to Broward Health to participate in the Part B - Presentation Process.

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 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 finalist will be provided with a document detailing the topics to be covered during the presentation.

Upon completion of a Contractor's Part B oral presentation, the RFP Committee shall evaluate and score (rank), the Oral Presentations based on how close in compliance the presentations were in relation to the requirements detailed in the notification letter sent to all Contractors invited to participate in the Part B process.

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	70%
Score from Part B - Presentation Process	<u>30%</u>
Total	100%

The Director of Corporate Resource & Materials Management submits results and recommendation of RFP scoring committee and the Sourcing Manager 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, until a satisfactory contract is reached.

B. RFP PROCESS KEY DATES

1. RFP Advertisement and Submission Date.
 - a. **Monday, October 2, 2017**- Copies of the RFP will be available. RFP will be available at <https://vendor.browardhealth.org/>. Any/all addendums will be posted at the website as well.
 - b. **Prior to 12:00 P.M. Monday, October 16, 2017** – Deadline to submit questions regarding scope of service.
 - c. **Prior to 3:00 P.M., Monday, November 6, 2017** - Responses must be received.
 - d. **9:30A.M., Tuesday November 7, 2017** - Public RFP Opening to be held in Broward Health Corporate Office, Corporate Resource & Materials Management, Conference Room 1115 , 1800 NW 49th Street, Ft. Lauderdale, Florida, 33309.
2. “Part A” - Evaluation Process – Date to be determined.
Responses shall be evaluated and ranked.
3. “Part B” - Presentation Process – Date to be determined.
Highest ranked Contractors will present their in-person oral presentations to the Broward Health Hospital Non-Legal Collection Agency Services RFP 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 (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. “Part C” scoring will then be presented to the Board of Commissioners at the next Board meeting for approval. Following approval, contract negotiations will commence with the highest ranked Contractor(s).

SECTION IV: DIVERSE VENDOR PARTICIPATION

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

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

In addition, a CDV Sub-contracting requirement of 10% has been approved for Non-Certified Diverse Vendors. Prime Vendors/Contractors can obtain a list of BH Certified Diverse Vendors for sub-contracting via our online Certified Diverse Vendor Directory @ <https://www.browardhealth.org/pages/diversity>. Any questions, please contact the Office of Supplier Diversity (OSD) at 954-473-7289.

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

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

- 1) The maximum evaluation points, as approved in this RFP, will be awarded to all BH Certified Diverse Vendors. Certified Diverse Vendors responding to this RFP **MUST** submit a copy of their SBE/MBE/WBE certification from a BH approved certification partner with their RFP response. BH approved certification partners are:
 - National Minority Supplier Development Council (NMSDC)
 - Women Business Enterprise National Council (WBENC)
 - National Women Business Owners Corporation (NWBOC)
 - State Of Florida– Office of Supplier Diversity (OSD)
 - School Board of Broward County –Supplier Diversity & Outreach
 - Broward County Government – Office of Small Business Development
 - Miami Dade County Government – Office of Business Development
 - Miami Dade County Public Schools - Office of Economic Opportunity
 - Palm Beach County Government – Office of Small Business Assistance
 - School District of Palm Beach County – Office of Diversity in Business Practices
 - City Governmental Agencies -Tri-County Area (Miami-Dade, Broward & Palm Beach)
 - Florida State-wide Governmental Agencies – (i.e. City of Tampa, Leon County...)
 - SBA - 8A Business Development
 - SBA - HUBZone Small Business
 - SBA - Women-Owned Small Business
 - SBA - Service-Disabled Veteran-Owned Small Business
 - SDVOSB/VOSB –US Dept of VA –Service Disabled/Veteran-owned Small Business
 - DBE - US Department of Transportation – Disadvantage Business Enterprise

- 2) Evaluation points will be awarded to Non-Certified Diverse Vendors, who respond in *specific detail* to the following:
 - a. **Solicitation** - Explain how your company solicits, invites, and encourages SBE/MBE/WBE participation in your company's procurement of goods and services. Include relevant sections of your company's policies and procedures on procurement of goods and services with diverse vendors. Documentation **MUST** be submitted with the RFP response to receive the full evaluation points assigned to this section.
 - b. **Planned Utilization** – Provide a description of the planned utilization of BH's Certified Diverse Vendors, as sub-contractors. Please include the type of work, dollar value, and percentage of work to be performed by the Certified Diverse Vendor(s) on this RFP. Documentation of planned utilization **MUST** be submitted with the RFP response to receive the full evaluation points assigned to this section.
 - c. **Past Utilization** – Please provide documentation / reports of your company's past utilization of SBEs/MBEs/WBEs on prior projects/contracts. Documentation of past utilization **MUST** be submitted with the RFP response to receive the full evaluation points assigned to this section.

DIVERSE VENDOR SUB-CONTRACTOR PARTICIPATION REQUIREMENT

1 **Participation Percentage.** The Prime Vendor agrees to utilize Certified Diverse Vendor ("CDV") Subcontractor(s) to perform no less than 10% of the total amount invoiced to Broward Health for the Services under the Agreement.

2 **List of Subcontractors.** No later than issuance of any Notice to Proceed or Purchase Order, the Prime Vendor shall submit to Broward Health a list confirming the identity of the proposed CDV Subcontractor to participate in this Agreement. The Prime Vendor shall specify the subcontracted dollar amount for each. Each proposed CDV Subcontractor must be a certified diverse vendor with Broward Health. The Prime Vendor shall bind each and every subcontractor to the terms stated in this Agreement and shall require the proper licensing of such Subcontractor.

3 **Subcontracts.** Within a reasonable time after issuance of any Notice to Proceed or Purchase Order (not exceeding thirty (30) days), the Prime Vendor shall submit to Broward Health a copy of all fully executed subcontracts corresponding in all respects to this Agreement. Broward Health will be noticed of all subcontracts which may terminate during the Term of this Agreement.

4 **Monthly and Final Monitoring Report.** Along with the Prime Vendor's monthly invoice and billing reconciliation report, the Prime Vendor shall also submit a "Certified Diverse Vendor Monthly Utilization Report". The Report shall include the diversity status, the contract value and percent of agreement, current month payments, payments made to date and remaining payments to be paid to each Certified Diverse Vendor Subcontractors. The Prime Vendor shall utilize this Report to indicate the amount of monetary CDV participation on a monthly basis. The Monthly Utilization Report submitted by the Prime Vendor for the last month of the Prime Vendor's performance of the work under this Agreement shall also set forth the total CDV participation that was achieved during the entire Term of the Agreement.

5 **Liquidated Damages.** If the Prime Vendor fails to comply with the subcontracting requirement above (10%), the Prime Vendor shall be in default under this Agreement, and such default is considered a material breach of the Agreement. Broward Health and the Prime Vendor agree that if the actual total CDV participation is less than the required percentage set forth above, the actual damages for the non-compliance will be impossible to determine. In lieu thereof, the Prime Vendor shall pay to Broward Health an amount equal to fifty percent (50%) of the difference between the actual total CDV participation and the required percentage set forth above (10%), as fixed, agreed and liquidated damages, which will be credited against the next and/or final payment due to the Prime Vendor by Broward Health.

SECTION V: BROWARD HEALTH GENERAL TERMS AND CONDITIONS

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

- 1. Termination for Default.** If either party defaults in its performance under this Agreement and does not cure the default within 30 days after written notice of default from the non-defaulting party, the non-defaulting party may terminate this Agreement upon written notice to the defaulting party without penalty and without any further liability after the date of termination.
- 2. Termination for Convenience.** Broward Health may terminate this Agreement at any time without cause upon 120 days prior written notice to Contractor. If this Agreement is for supplies, products, equipment, or software, Broward Health will pay Contractor in accordance with the payment provisions of the Agreement through the date of termination. If this Agreement is for services, Broward Health shall compensate the Contractor in accordance with the payment provisions of the Agreement for those services rendered prior to the date of termination.
- 3. Tax Exempt Status.** Broward Health is a tax-exempt entity (State Tax Exempt Certificate No. 85-8012646292C-5) and is not obligated to pay sales, use or other similar taxes. If Broward Health is not exempt for a particular tax, it will reimburse Contractor for those taxes.
- 4. Sovereign Immunity.** The parties hereto acknowledge that Broward Health is a political subdivision of the state of Florida and enjoys sovereign immunity. Nothing in this Agreement shall be construed to require Broward Health to indemnify Contractor or insure Contractor for its negligence or to assume any liability for Contractor's negligence. Further, any provision in this Agreement that requires Broward Health to indemnify, hold harmless or defend Contractor from liability for any other reason shall not alter Broward Health's waiver of sovereign immunity or extend Broward Health's liability beyond the limits established in section 768.28, Florida Statutes.
- 5. Term.** The term of this Agreement shall be three years, unless otherwise agreed to in writing ("Initial Term"). Broward Health, in its sole discretion, may renew this Agreement for two- (2) additional one- (1) year terms upon giving Contractor written notice of its intent to renew at least (90) days prior to the expiration of the current term ("Renewal Term"). Any Renewal Term shall be on the same terms and conditions of the Initial Term, including all payment and pricing provisions.
- 6. Warranty and Indemnification.** Contractor warrants the performance of the Services to be furnished hereunder and agrees to indemnify, hold harmless and defend Broward Health, and its agents, employees and servants, from any and all claims, demands, actions, costs, expenses (including reasonable attorney's fees), and judgments arising out of or in any way anyway connected with any negligence, wrongful acts or omissions of Contractor, or its agents, employees, or independent contractors in the performance of Contractor's Services, duties and obligations under this Agreement. If it becomes necessary for Broward Health to defend any action 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 litigation in which such claim is asserted. This obligation shall survive termination of this Agreement.

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

Comprehensive General Liability	\$1 million per occurrence/\$3 million aggregate
Professional Liability (Including errors & omissions)(Covering all employees)	\$1 million per occurrence/\$3 million aggregate
Professional Liability (Including errors & omissions) (Covering Company, P.A., Inc. LLC)	\$1 million per occurrence/\$3 million aggregate
Employee Dishonesty	\$250,000
Worker Compensation/Employer’s Liability	Statutory Limits/\$1 million
Automobile (owned, non-owned & leased)	\$1 million
Umbrella Liability	\$5 million
Cyber Liability	\$5 million

Contractor shall agree to waive all right of subrogation against Broward Health for losses arising from work performed by Contractor for Broward Health. Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to the same insurance requirements as Contractor.

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

8. **Equal Opportunity Employment.** Contractor agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age or national origin and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age or national origin. This provision shall include, but not be limited to the following; employment upgrading, demotion, or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeships. Contractor further agrees to comply with Executive Order No. 11246 entitled "Equal Employment Opportunity" as amended by Executive Order No. 11375, as supplemented by the Department of Labor Regulations (41 CFR, Part 60).

9. **Compliance with Law.** Contractor is familiar with and shall comply with all laws, ordinances and regulations applicable to the supplies, products, equipment, software or services furnished under this Agreement.

10. **Contractor Warranties.** Contractor hereby represents and warrants to Broward Health that:

- 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

- 2) Neither Contractor nor any of its principals have ever been convicted of a health care related criminal offense and currently are not under investigation by any public or private, state or federal, regulatory body.
- 3) Neither Contractor nor any of its principals 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.
- 4) Neither Contractor nor any of its principals or employees are currently or have ever been excluded from participation in any federally funded health care program, including but not limited to Medicare and Medicaid.
- 5) Contractor agrees to notify Broward Health in writing, immediately after it becomes actually aware of any threatened, proposed, or actual exclusion of Contractor or any of its principals or employees from any federally funded health care program, including, but not limited, to Medicare and Medicaid.
- 6) Contractor acknowledges and understands that the failure to comply with the foregoing constitutes a material breach of this Agreement.

11. **Ownership Disclosures.** Contractor expressly agrees to disclose to Broward Health its ownership and financial relationships as they may relate to Broward Health in accordance with the following:

- 1) Broward Health is required pursuant to Florida and federal law to ensure that any payments made to persons for services or supplies are compliant with such law.
- 2) Contractor agrees to fully disclose in writing to Broward Health upon the execution of the Agreement the identity of any person who: 1) has an ownership interest in any portion of Contractor, or is employed by or contracted with Contractor; and, 2) is also able in any manner to refer a patient to a Broward Health facility for the provision of any healthcare service.
- 3) Contractor agrees to fully disclose in writing to Broward Health upon the execution of the Agreement the identity of any person who: 1) has an ownership interest in any portion of Contractor, or is employed by or contracted with Contractor; and, 2) is also an "immediate family member" of any person who is able in any manner to refer a patient to a Broward Health facility for the provision of any healthcare service.
- 4) "Ownership interest" is hereby defined as any form of equity or debt, whether direct or indirect. "Immediate family member" is hereby defined as: husband or wife; birth or adoptive parent, child, or sibling; stepparent, stepchild, stepbrother, or stepsister; father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, or sister-in-law; grandparent or grandchild; and spouse of a grandparent or grandchild.
- 5) Contractor expressly acknowledges that the aforementioned requirements of Florida and federal law are ongoing, and as such, Contractor agrees to immediately notify Broward Health in writing of any and all changes in ownership interests that would require disclosure.
- 6) Any failure by Contractor to comply with the requirements of this section will constitute a material breach of the Agreement.

12. **Assignment and Subcontracts.** Contractor agrees not to enter into subcontracts, or assign, transfer, convey, sublet, or otherwise dispose of this Agreement, Contractor's obligations under this Agreement, or any or all of its right, title or interest herein, without Broward Health's prior written consent. Broward Health may assign this Agreement and its rights hereunder to any successor or entity owning or operating Broward Health, to a wholly owned subsidiary of Broward Health, to any entity in which Broward Health has an ownership interest, or to an entity which acquires substantially all of its assets

13. **Public Records Law.** In order to comply with Florida's public records laws, the Contractor shall:

- 1) Keep and maintain public records that ordinarily and necessarily would be required by Broward Health in order to perform the services under the Agreement.
- 2) Provide the public with access to public records on the same terms and conditions that Broward Health would provide the records and at a cost that does not exceed the cost provided in Chapter 119 Florida Statutes or as otherwise provided by law.

- 3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
 - 4) Meet all requirements for retaining public records and transfer, at no cost, to Broward Health all public records in possession of Contractor upon termination of the Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to Broward Health in a format that is compatible with the information technology systems of Broward Health.
14. **Confidentiality.** Contractor recognizes that it must conduct its activities in a manner designed to protect any information concerning Broward Health, its affiliates or clients (such information hereafter referred to collectively as "Broward Health Information") from improper use or disclosure. Contractor agrees to treat Broward Health Information on a confidential basis. Contractor further agrees that it will not, and Contractor's agents, representatives, and employees will not, disclose any Broward Health Information without Broward Health's prior written consent to any person, firm or corporation except: (i) to authorized representatives of Broward Health or (ii) to employees of Contractor who have a need to access such Broward Health Information to perform the services contemplated hereunder. Contractors shall be subject to all Broward Health obligations relating to compliance with confidentiality laws and the confidentiality of protected health information. Contractor acknowledges and agrees to comply with the requirements of Health Insurance Portability and Accountability Act ("HIPAA"), which are incorporated herein by reference and made a part of this contract, as if they were printed in full herein. Contractor shall not disclose protected health information to any other party without the prior consent of the patient. Contractor shall ensure that each affected employee of their company is trained in the substance and importance of complying with the HIPAA requirements mentioned above, including the duty to avoid viewing stored materials except as expressly necessary to carry out legitimate job duties.
15. **Governing Law, Jurisdiction and Venue.** This Agreement has been executed and delivered in, and shall be interpreted, governed, construed and enforced pursuant to and in accordance with the laws of the State of Florida without giving effect to the principles of conflict of laws thereof. The parties agree that the sole and exclusive venue for any litigation, mediation, special proceeding or other proceeding as between the parties that may be brought or that arises out of or in connection with or by reason of this Agreement shall be Broward County, Florida.
16. **Attorney's Fees.** In connection with any litigation, mediation, special proceeding or other proceeding arising out of this Agreement, the prevailing party shall be entitled to recover its costs and reasonable attorney's fees through and including any appeals and any post-judgment proceedings. Broward Health's liability for costs and reasonable attorney's fees, however, shall not alter or waive Broward Health's sovereign immunity or extend Broward Health's liability beyond the limits established in section 768.28, Florida Statutes, as amended.
17. **Independent Contractor.** It is expressly acknowledged by the parties hereto that the Contractor is an independent contractor, and nothing contained in this Agreement will be deemed or construed to create a partnership or joint venture between Broward Health and Contractor or any other relationship between the parties. Additionally, nothing in this Agreement is intended nor shall be construed to create an employer/employee relationship, or to allow Broward Health, or its agents, representative, or employees, to exercise control or direction over the manner or method by which the Contractor performs any services which are the subject of this Agreement.
18. **Partial Invalidity.** If any provision of this Agreement or the application thereof to any person or circumstance shall to any extent be held invalid, then the remainder of this Agreement or the application of such provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby, and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.
19. **Separability.** Each and every covenant and agreement contained in this Agreement shall for all purposes be construed to be a separate and independent covenant and agreement, and the breach of any covenant or agreement contained herein by either party shall in no way or manner discharge or relieve the other party from its obligation to perform all other covenants and agreements herein.

20. **Provisions Binding.** Except as otherwise expressly provided in this Agreement, all covenants, conditions and provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.
21. **Headings and Terms.** The headings to the various paragraphs of this Agreement have been inserted for convenient reference only and shall not in any manner be construed as modifying, amending or affecting in any way the expressed terms and provisions hereof.
22. **Force Majeure.** Neither party shall be liable nor deemed to be in default for any delay or failure in performance under this Agreement or for other interruption of service deemed resulting, directly or indirectly, from acts of God, civil or military authorities, acts of the public enemy, war (whether or not declared), riots, insurrections, acts of government, accidents, fires, explosions, earthquakes, floods, failure of transportation, strikes or other work interruptions by employees or any similar or dissimilar cause beyond the reasonable control of either party. The time for performance shall be deemed extended for a period equal to the duration of such event.
23. **Non - Waiver.** No inaction upon any breach or waiver of any breach of any provision of this Agreement by any party shall be construed to be a waiver of any prior or subsequent breach of the same or any other provision of this Agreement. Nor will any custom or practice which may grow up between the parties in the administration of the provisions hereof be construed to waive or lessen the right of Broward Health to insist upon the performance by Contractor in strict accordance with the terms hereof.
24. **Mutual Representation of Authority.** Contractor and Broward Health represent and warrant to each other they have full right, power and authority to enter into this Agreement without the consent or approval, not already obtained. The signatory on behalf of Contractor and Broward Health further represents and warrants that they have full right, power and authority to act on behalf of Contractor and Broward Health in entering into and executing this Agreement.
25. **Limitation of Liability or Remedy.** Any provisions of this Agreement that tend to limit or eliminate the liability of Contractor or the remedies available at law or in equity to Broward Health shall have no application with respect to the warranties set forth herein.
26. **Third Party Beneficiary.** Broward Health and Contractor expressly agree and acknowledge that this Agreement does not and is not intended to grant to or create any rights in other persons as third-party beneficiaries or otherwise. Nothing herein shall be construed as consent to be sued by third parties in any matter arising out of this Agreement.
27. **Entire Agreement.** This Agreement consists of the Request for Proposal and specifically this Section V, Contractor's Response and any written agreement entered into by Broward Health and Contractor. To the extent that the agreement entered into by Broward Health and Contractor conflicts with, modifies, alters or changes any of the terms and conditions contained in Section II of the Request for Proposal, then Section V of the Request for Proposal shall control. This Agreement represents the entire understanding and agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous negotiations, agreements, proposals, responses, understandings and representations, if any, made by and between the parties with respect to the subject matter of this Agreement. This Agreement may be modified only by a written agreement signed by Broward Health and Contractor.
28. **Inspection And Acceptance.** Inspection and acceptance of supplies, products, equipment, software or services to be furnished hereunder shall be made by representatives of Broward Health at a point of destination by the receiving facility. Unless a detailed technical inspection is necessary, this inspection will generally consist of a visual examination of the type, kind, quantity, damage, operability, packaging and marking.
29. **Pricing.** Contractor represents that the price charged to Broward Health for all purchases or services made under this Agreement shall be as low as, or lower than, those charged the Contractor's most favored customer for comparable quantities under similar terms and conditions in addition to any discounts for prompt payment.

30. **Broward Health Property.** Property owned by Broward Health is the responsibility of Broward Health. Such property furnished to a Contractor for repair, modification, study, delivery, etcetera, shall remain the property of Broward Health. Any damage to such property occurring while in the possession of or while in route to the Contractor shall be the responsibility of the Contractor. In the event that such property is destroyed or declared a total loss, the Contractor shall be responsible for the replacement value of the property at the current market value, less depreciation of the property, if any.
31. **Payment.** Invoices shall be submitted to Broward Health, 1608 S. E. 3rd Avenue, Third Floor, Fort Lauderdale, Florida 33316, attention Central Business Office and shall be payable 30 days after receipt of the invoice, unless otherwise set forth in the Agreement.
32. **Gratuities.** Broward Health, may by written notice to the Contractor, terminate the right of the Contractor to proceed under this Agreement if it is found after notice and hearing by the either the President/Chief Executive Officer or the Senior Vice President/Chief Financial Officer, that gratuities in the form of entertainment, gifts, monies, or ownership were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of Broward Health, with a view toward securing a contract or securing favorable treatment with respect to the awarding, or amending, or the making of any determination with respect to the performance of such contract.
33. **Discounts.** In connection with any discount offered by the Contractor, discounts will be computed from date of delivery of the supplies, products, equipment, software or services to the point of destination. Where acceptance of the supplies, products, equipment, software or services for compatibility or operability is necessary, discounts will be computed from the date of acceptance.
34. **Travel Expenses.** Any reimbursement of travel expenses under this Agreement is subject at all times to Broward Health's published General Administration and Procedures Manual in effect. A copy will be provided to Contractor upon request.

SECTION VI: SIGNATURE AUTHORIZATION/SWORN STATEMENT AND RESPONSE LABEL

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 your original Response.

DATE: _____ PAYMENT TERMS: _____

NAME OF COMPANY: _____

ADDRESS: _____

CITY AND STATE: _____ ZIP _____

TELEPHONE: _____ FAX: _____

E-MAIL ADDRESS: _____

SIGNATURE: _____

TITLE: _____

(PRINT/TYPE NAME) _____

CONTRACTOR SHALL INCLUDE WITH RESPONSE TO RFP:

1. Contractors must submit one (1) original and ten (10) copies of the sealed Specification Response with Contractor Name clearly printed on the front cover page of each submitted response. Additionally, Contractor shall submit two (2) complete responses (each CD containing one document in pdf format) on virus-free CD-ROM media with Contractor Name clearly labeled on each CD. USB drives cannot be accepted.
2. Contractor must submit one (1) original "Signature Authorization" Page.
3. Contractor must submit One (1) original Signed & notarized copy of "Sworn Statement" Pursuant to Section 287.133 (3) (a), Florida Statutes, on Public Entity Crimes; and
4. Contractor must submit proof of current liability insurance coverage.
5. Contractor shall include fully completed copies of Broward Health's Conflict of Interest Questionnaire and Disclosure Agreement forms as well as Broward Health's Disclosure Form for Physician Ownership and Financial Arrangements as part of its RFP Response. Both forms can be downloaded at <https://vendor.browardhealth.org/pages/current-opportunities> .



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 Hospital District is relying upon this Certificate in accepting Contractor’s bid 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 _____, 2017 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:



1800 NW 49th Street
Fort Lauderdale, FL 33309

THIS IDENTIFICATION LABEL MUST BE TAPED ON OUTSIDE OF SEALED RESPONSE CONTAINER.

FROM _____

**BROWARD HEALTH
CORPORATE RESOURCE & MATERIALS MANAGEMENT
1800 N.W. 49th STREET
FORT LAUDERDALE, FL 33309**

RFP RESPONSE:

() RFP SPECIFICATIONS ENCLOSED

RFP TITLE: HOSPITAL NON-LEGAL COLLECTION AGENCY SERVICES

RETURN DATE: Prior to 3:00 P.M., Monday, November 6, 2017

SECTION VII: SCOPE OF SERVICE/ MINIMUM REQUIREMENTS/RESPONSE CRITERIA

SCOPE OF SERVICE

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

Broward Health is comprised of five hospitals with approximately 1,500 beds, and over 40 satellite facilities, which includes a home health agency, primary care clinics and physician offices; Broward Health currently has a total of approximately 8,000 employees. The five Broward Health hospitals are as follows:

- Broward Health Medical Center (“BHMC”), a 716 bed, level 1 trauma, acute care and teaching facility in Fort Lauderdale, Florida
- Broward Health North (“BHN”), a 409 bed, level 2 trauma and acute care facility in Deerfield Beach, Florida
- Broward Health Imperial Point (“BHIP”), a 204 bed acute care facility in Fort Lauderdale, Florida
- Broward Health Coral Springs (“BHCS”), a 200 bed acute care facility located in Coral Springs, Florida
- Salah Foundation Children’s Hospital, a 63-bed level II neonatal intensive care unit located on the campus of Broward Health Medical Center in Fort Lauderdale, Florida.

Broward Health is seeking a true best business partnership with qualified firms selected to provide Hospital Non-Legal Collection Agency Services for a multi-faceted billing/collection environment. See chart below for average monthly place for each category. These accounts are transferred to the agencies electronically. The successful candidate will have documented healthcare experience providing Collection Services to healthcare firms.

The accounts are categorized into various product lines including, but not limited to:

Product Line	Average number of accounts per month	Average total charges placed per month
Medicare Bad Debt	443	\$224,433
Self-pay early out (extended business office)	5,835	\$20,958,233
Third party Insurance Bad debt, Underpayments, Denials - Primary	184	\$56,237
Self-pay primary placement	10,401	\$21,405,120
Self-pay second placement	8,875	16,602,155

Source: This data covers the period July 2016 – December 2016

Broward Health utilizes Cerner (formerly Siemens) patient accounting system (Invision). Broward Health will provide the selected Contractor(s) an electronic data file for the placement of accounts. The accounts

are placed to the various collection agencies based on a financial class and/or another system parameter that is distinct for each agency.

At specified frequencies, a report is generated of all accounts with a balance of \$20,000 or less (the dollar amount can change at any time at Broward Health's sole discretion) that meets Broward Health's defined parameters which qualifies the accounts to be placed with an outsourced collection agency.

Medicare Bad Debt are accounts that were paid/adjudicated by Medicare and secondary/supplemental payers and a patient balance responsibility remains. These accounts are placed at greater than 120 days after the patient responsibility is identified.

Self-pay early out (extended business office) accounts are identified as self-pay (no balances after insurance) and systematically/manually placed within 10 days of bill production to an agency for a period of 90 days to work as an extension to the business office. The maximum age of an account in the early out category is 60 days. One letter is sent to patient prior to placement. This letter meets part of the 501(r) requirement.

Self-pay primary placement: Uncollected self-pay early-out accounts and self-pay accounts that are greater than 90 days old are placed as primary accounts. Primary placement includes self-pay balances after insurance. The primary agency has a period of 180 days to collect on these accounts.

Self-pay second placement: Uncollected primary placed accounts are second placed with another agency after they are returned from the primary agency. The second placement agency then has a minimum of 180 days to work the account. Second placed accounts may remain with the second placed agency through the statute of limitations for credit monitoring as appropriate.

Third party Insurance Bad debt, Underpayments, Denials - Primary placement – this category are insurance accounts that are aged over 180 days (bad debts – no payment received, underpayments-partial payment received, denials – no or partial payment and contains a denial)

Note that accounts with active payments/payment plans remain with the respective agency and would be an exception to the return timeframes.

Any change in demographic information must be submitted to Broward Health. Contractors may keep found insurance with the exception of traditional Governmental payers, which would be returned to Broward Health for handling. Any creation or modifications to claims (UB04/8371) must be submitted to Broward Health for handling.

Broward Health has no on site workspace availability and also has limited staff time available to dedicate to the installation of any system, therefore contractors should address the level of effort required to become fully operational including setup of any required equipment and/or connections.

It is the intent of this RFP to retain qualified firms that will realize the maximum recovery rates possible and increase the cash collections of Broward Health.

Contractor may choose to respond to specific or all product lines.

MINIMUM REQUIREMENTS

The following “Minimum Requirements” for RFP Respondents are absolute. Submission of a response to this RFP shall be treated as agreement to all the following terms, which must be accepted by Contractor at the time of negotiation, and final agreement. These requirements are absolute and will also be included in the contract for the selected Contractor. Failure to meet any of these requirements will result in rejection of the RFP response. All respondents must answer “yes” or “no” for each line item requirement. **A “no” or blank response to any line item will result in rejection of the entire RFP.**

<p>Contractor can provide two client references of hospital systems with at least 1,500 beds each. Yes [] No []</p>
<p>Contractor shall have an automated systems environment to work Broward Health’s accounts and be able to communicate information back to Broward Health’s system electronically. Yes [] No []</p>
<p>Contractor shall supply Broward Health with electronic monthly performance reports (detailed and summary) in a format to be designed by Broward Health. Yes [] No []</p>
<p>Contractor shall maintain detailed collection efforts on each account and provide these comments back to the patients’ accounts electronically via format to be provided by Broward Health. Yes [] No []</p>
<p>Contractor shall be able to provide monthly collection invoices electronically in a format to be designed by Broward Health. Yes [] No []</p>
<p>Contractor shall provide all payments sent to Contractor directly to Broward Health lockboxes within 3 days and Broward Health will in turn only pay the Contractor after payment is posted to Broward Health’s system and properly invoiced. Yes [] No []</p>
<p>Contractor shall allow on-site agency audits at the request of Broward Health whether announced or unannounced. Yes [] No []</p>
<p>Contractor must be compliant with HIPAA, TCPA, FDCPA and any other regulations including voice and data transfer. Yes [] No []</p>
<p>Contractor must provide trained, professional staff to adequately handle the volume of accounts transmitted to them. Yes [] No []</p>
<p>Contractor shall provide signed confidentiality agreements for each employee working on Broward Health accounts and monitor that the contractor’s employees follow Broward Health policies. Yes [] No []</p>
<p>Contractor must provide to Broward Health the formats of all correspondence for approval prior to dunning a patient. Yes [] No []</p>
<p>Contractor shall be able to receive automated transmission of placed accounts and payment reports. Yes [] No []</p>
<p>Contractor will notify Broward Health of any issues regarding the billing and collecting of its accounts. Yes [] No []</p>
<p>Contractor must be capable to establish remote inquiry into the Broward Health’s patient accounting and document imaging systems at no cost to Broward Health. Yes [] No []</p>
<p>Contractor must return accounts to Broward Health upon its request, either written or oral. Yes [] No []</p>

<p>Contractor must be able to return placed accounts after 90/180 days after initial placement or designated time frame automatically/timely within Broward Health's system for subsequent placement to another agency.</p> <p>Yes [] No []</p>
<p>Contractor must be fully staffed and be prepared to handle any volume of accounts as assigned by Broward Health.</p> <p>Yes [] No []</p>
<p>Contractor shall provide Broward Health with monthly electronic reports detailing those accounts closed and returned to Broward Health along with specific reasons in Broward Health specified format. Yes [] No []</p>
<p>Contractor shall maintain the payer classification in accordance with categories defined by Broward Health.</p> <p>Yes [] No []</p>
<p>Contractor shall provide demographic/insurance/adjustment updates/requests for an account in a format specified by Broward Health.</p> <p>Yes [] No []</p>
<p>Contractor shall immediately return any account received that is not within assigned category/dollar range.</p> <p>Yes [] No []</p>
<p>Contractor shall provide inventory of accounts on hand in electronic format specified by Broward Health at any given time.</p> <p>Yes [] No []</p>
<p>Contractor shall handle all posted payments within 3 days, so that patients receive the appropriate message in the dunning cycle with an accurate balance.</p> <p>Yes [] No []</p>
<p>Contractor shall provide a safe and secure means of transmitting monthly reports electronically to Broward Health.</p> <p>Yes [] No []</p>
<p>Contractor shall establish a process to inform Broward Health immediately when staff changes so that their access to Broward Health applications can be deleted.</p> <p>Yes [] No []</p>
<p>Contractor shall be required to establish a recovery mechanism.</p> <p>Yes [] No []</p>
<p>Contractor shall establish an escalation process to address discrepancies, issues or problems.</p> <p>Yes [] No []</p>
<p>Contractor shall have at least five (5) years' experience in outsourced collections for healthcare.</p> <p>Yes [] No []</p>
<p>Contractor must have experience with interfacing with Cerner (formerly Siemens) Invision patient accounting system.</p> <p>Yes [] No []</p>
<p>Contractor is responsible for all costs associated with connectivity/interfacing to Broward Health systems.</p> <p>Yes [] No []</p>
<p>Contractor must be willing and prepared to work in partnership to ensure compliance of new regulations including but not limited to 501(r)</p> <p>Yes [] No []</p>
<p>Contractor shall be required to work with IT to accomplish electronic balancing and acknowledgement of placed accounts/files.</p> <p>Yes [] No []</p>
<p>Contractor shall make settlement agreements in accordance with Broward Health policies and guidelines. Any exceptions must have BH prior approval.</p> <p>Yes [] No []</p>

Contractor shall not bill any commission on an account where payment occurs within 25 days of placement date with the exception of Early Out which is 10 days.

Yes [] No []

Contractor's staff who render services to Broward Health shall be able to accommodate multiple languages with the minimum of English, Creole, Portuguese and the Spanish language.

Yes [] No []

Broward Health shall have the right to request changes to contractor's staff working BH accounts who do not adhere to BH Five Star Values.

Yes [] No []

Contractor shall refund to Broward Health any commission earned on a collection for which Broward Health refunded as required by law.

Yes [] No []

Contractor shall provide all staffing, equipment and/or supplies necessary to perform the services outlined in this RFP.

Yes [] No []

TECHNICAL MINIMUM REQUIREMENTS

Contractor must carefully review Broward Health (BH) supported Information Technologies depicted below. If the proposed solution does not meet all or partially meets some of the specifications outlined, Contractor must duly note any applicable exceptions in the appropriate comment/reason section. If your solution does not apply to a specific technology, i.e., proposed software solution does not interface with BH's telephony system, Contractor shall mark an "X" in the appropriate NO column and note in the "Comment/Reason" that telephony is not applicable (N/A) to the proposed solution.

Technical Environment	Yes (Meets all - 100% requirements)	No (Meets less than 100%) Provide feedback in Comment/Reason column	Comment/Reason
Broward Health's Active Directory Compatibility Requirements			
Broward Health's Enterprise Messaging Requirements			
Broward Health's Desktop and Virtualization Requirements			
Broward Health's Network Compatibility Requirements			
Broward Health's DBMS / HL7 / Telephony / Storage Compatibility Requirements			

Broward Health's Active Directory Compatibility Requirements

Any application that is being considered for deployment into Broward Health's Microsoft AD environment must meet the following requirements and/or be compatible with:

Server OS:

Microsoft Windows Server 2012

- The application should also be able to run within a Domain environment and conform to its security posture (i.e. run as a normal user, not as an Administrator to the local computer)
- The application should also be able to adhere to DNS standards as its primary source for naming resolution. The use of WINS is no longer supported
- The application should not be hardware dependent when possible and should be able to run within a VMware Virtual environment as a de-facto standard.

Applications with Schema Modification requirements:

- If the application should require modifications to the schema or any kind of customization, the modifications should be set forth in documented form, and be submitted to Broward Health IT for review

- Approval of such modifications will require thorough testing and proof of concept before a decision on purchase is made
- The application must have methods for silent script installations

Broward Health's Enterprise Messaging Requirements

Any application that is to interface with Microsoft Exchange (Nortel, Cisco Unifying Messaging, and Outlook Client Plug-ins) must meet the following requirements and/or be compatible with:

Server OS:

Windows Server 2012
 Exchange Server 2013
 Microsoft Cluster Server (MSCS)
 UNIX (AIX, Solaris, Digital UNIX)

- The application should be able to print through TCP/IP based networked printer
- The application should be able to be packaged into an MSI deployment file
- The application should be able to function within normal operational controls, within the Outlook CDO model
- The application should be able to utilize an external SMTP gateway for message relay and not require having its own SMTP service running
- The application should be able to conform to x400 directory standards and be able to utilize LDAP for directory queries
- The application should be able to utilize simple MAPI for email functionality. POP3 and IMAP4 protocols are not supported
- OMA EAS and Outlook Anywhere (formerly known as RPC over HTTP) are not supported.

Broward Health's Desktop and Virtualization Requirements

Physical Desktop Environment:

Windows 7 Professional SP1 or above
 Office 2013
 Trend Micro Antivirus Software
 Minimum Memory Requirement on PC: 4 GB RAM
 Minimum Intel processor Speed: Intel Pentium I3-I7
 Internet Explorer 8-11
 Trend Micro 10.6.5495 or above

Virtual Desktop Environment VMware:

Windows 7 Professional SP1 or above
 Office 2013
 Minimum Memory Requirement on PC: 2 GB RAM
 Internet Explorer 8-11
 Trend Deep Security 9.0 or above

Virtual Desktop Environment Citrix:

Windows 7 Professional SP1 or above
 Office 2013
 Minimum Memory Requirement on PC: 4 GB RAM
 Internet Explorer 8-11
 Trend Deep Security 9.0 or above

Virtualization:

- System must be able to run in a virtualized environment and supported by vendor
System must be able to run on a VMware ESX Server environment
- System must be able to run on Citrix XENAPP/XENDESKTOP Server environment
- Preference given over thin-client technologies

Broward Health's Network Compatibility Requirements

Wired Environment:

- The system must be able to work in a routed network environment.
- The system must be able to work with DHCP/DNS resolution (No requirement for Static Addressing)

Wireless Environment:

- The system must be able to work on our 802.11b/g network
- The system should not require a parallel installation of an 802.11bg, 2.4GHZ, or 5GHZ network
- The system should be able to use WPA2
- The system must be able to meet Cisco compatible extensions

Network Security:

- Applications must be able to work behind a stateful inspection firewall if necessary
- All Business to Business transactions must be over a VPN
- VPN must work with NAT. All phase I and phase II encryptions must be AES based with SHA1
- All encryption must be NIST / FIPS based AES 128 or higher
- All encryption keys must be escrowed
- Authentication must happen in a secured fashion such as Kerberos, NTLMv2, RADIUS
- Mobile devices must be disk-encrypted with remote wipe capabilities
- Applications source code should be checked periodically for vulnerabilities

Broward Health's DBMS / HL7 / Telephony / Storage Compatibility Requirements

DBMS:

- MSSQL 2012 - 2014 and MSCluster, Oracle 11 and RAC Clustering

HL7 Interfacing:

- Siemens Openlink interface

Miscellaneous:

- Crystal Report compatibility for ad-hoc reporting (if applicable)
- VERITAS 7.6 backup on physical servers
- VEEAM software on virtual servers

Storage Area Network:

- EMC SAN/NAS (VPLEX, VNX, VMAX, and Isilon)
- Pure Flash
- Archiving on Cleversafe object storage

Telephony:

- Nortel Option 61c, Callpilot 5.0
- Cisco 7925 portable phones

RFP RESPONSE CRITERIA

Firms submitting RFPS may include any and all information deemed appropriate to fully define their experience and background in this type of project.

Most essential in the evaluation process of the RFPS are:

- a. Contractor must have current extensive history of providing collection services and performance standards with major healthcare institutions (similar to that of Broward Health).
- b. Contractor must have ability to function as a partner with Broward Health by providing excellent communication and collection abilities.
- c. Contractor must be HIPAA Compliant.
- d. Contractor must be able to provide electronic invoicing and reporting within the confines of Broward Health's Information Systems capacity.
- e. Contractor must have adequate staffing of experienced and trained personnel with the capability to ensure maximum performance of collection efforts on all placed accounts.
- f. Contractor must have history of and commitment to SBE/MBE/WBE involvement in the project.
- g. Contractor must be in compliance with all State and Federal regulations, including without limitation, the Fair Debt Collection Practices Act.
- h. All records/information entrusted to the care of the Contractor must remain confidential.

Each Contractor must respond in the precise sequential order to each of the following line item criteria in each subsection, "A, B, C & D." Inability to supply corporate documentation acceptable to Broward Health in the sequential order requested may result in rejection of the Response or registering a score of zero by the RFP committee member(s) for that section.

- **Contractors must submit a completed copy of the Minimum Requirements Table provided, on pages 24-26, with their response.**
- **Contractors must submit a completed copy of the Technical Requirements Table, provided on page 27, with their response.**

A. DIVERSE VENDOR PARTICIPATION

Please refer to Section IV.

B. CONTRACTOR OPERATING PROTOCOL 15%

Please answer all questions in this section. Indicate "Not applicable" if appropriate. Any questions should be directed to the Corporate Resource & Materials Management Bids Team via e-mail at bids@browardhealth.org.

Response Directions

- For questions requiring free text response, type the answer directly following the question. Provide as much additional detail for questions that can be answered with a "yes".
- Requested attachments and documentation needed for clarification of any Contractor response must be clearly labeled, referencing the original question number.

INVOICING

- CRI1. Can your company invoice within the first 3 business days of the month for the previous month?
- CRI2. Can your company invoice electronically (i.e.) via MS EXCEL format with a corresponding formatted hard copy invoice in PDF format? If yes, provide samples.
- CRI3. Can your company invoice for the amount applicable to satisfy the financial responsibility of the account, i.e. exclusion of overpayments? Show an invoice example.
- CRI4. Can your company collect monies in compliance with Broward Health contract terms? Explain your approach to do this.
- CRI5. Can your company invoice separately for each product line as defined under the scope of services? Attach examples.

REPORTING

- CRR1. Can your company provide reports both electronic and hard copy to show collections performance? Attach examples.

ACCOUNT STATUS

- CRA1. Does your company have the capability to send account status notes electronically on a daily basis in a legible format? Explain your approach to do this.
- CRA2. Does your company have the capability to provide account status electronically to show the success or failure of appeals on insured accounts? If yes, explain.
- CRA3. Does your company have the capability to provide account updates for both demographic and insurance to Broward Health so that any re-billing necessary can be done timely? If yes, explain.

SERVICE MANAGEMENT

- CRSM1. What are the collection/customer service hours where a patient can reach a "live" representative?
- CRSM2: Describe the staffing complement currently dedicated to insurance collections and the ideal number of accounts per collector.
- CRSM3: Describe the staffing complement currently dedicated to self-pay collections and the ideal number of accounts per collector.
- CRSM4: Would there be dedicated collectors assigned specifically to work Broward Health accounts?
- CRSM5: How many healthcare trained collection staff are employed by your company?
- CRSM6: Would your company need to hire additional staff if you are selected by Broward Health?
- CRSM7: Does your company have the ability to begin working on a file within three (3) days of receipt?
- CRSM8: Describe the proposed process in handling complaints including: problem logging, tracking of unresolved problems, and problem resolution.
- CRSM9: Describe your customer service training policy.

GENERAL

CRG1. Explain how you currently interface with Cerner (formerly Siemens) Invision system.

CRG2: Does your firm or its employees have any family members employed at any facility within Broward Health? If yes, please disclose Broward Health facility name, department name, family member name, and job title.

CRG3: Describe incentive plan (if any) for collectors.

CRG4: How would your collectors handle patients who may qualify for charity under Broward Health policy?

CRG5: Provide your step by step collection process for each of the product lines that you are providing a response.

C. CONTRACTOR QUALIFICATION STANDARDS 25%

1. Contractor shall submit list of current national, state, county, or municipal government client references including at least five (5) medical center/healthcare references. **At least two (2) of these references must be hospital systems with at least 1,500 beds each.** References must include medical center name, address, contact name and title, phone number and fax number.
2. Contractor shall provide a brief corporate profile including location of operation, number of continuous years in business, number of employees, and an organizational chart detailing corporate structure & Curriculum Vitae of individual (s) who will be accountable to Broward Health for the success of this service. Please provide location of your principle office responsible for this engagement. If your company was merged or acquired or has divested any part of its organization in the past three (3) years, please explain including the reason and results.
3. Contractor shall provide its annual reports and/or audited financial statements for the past three (3) fiscal years. Please indicate total new business at the end of each of the last three fiscal years, the number of clients that were 'lost' to other industry like vendors, and the average number of years each client has been using Contractor's services.
4. Contractor shall provide documented experience in Outsourced Healthcare Collection Services over a wide range of health care institutions, including tax-assisted entities. Firms that do not have documented experience in collections of healthcare organizations will not be considered for this engagement with Broward Health.
5. Contractor shall provide a plan to return exception accounts placed in error, to include but not limited to accounts outside of assigned criteria, Veterans Administration (VA), Victims Comp, OAS (fka SAHCS) and government payers, e.g. Medicare/Medicaid.
6. Be specific in detailing customer service methodology, programs or projects, including specific customer service training, to assist Broward Health in accomplishing their "Corporate Mission" and achieving each of their "Five Star Value" goals:
 - a) Broward Health's Mission Statement "The mission of Broward Health is to provide quality healthcare to the people we serve and support the needs of all physicians and employees."

- b) Broward Health's "Five Star Values": 1) Exceptional Service to Our Community, 2) Accountability for Positive Outcomes, 3) Collaborative Organizational Team, 4) Fostering an Innovative Environment 5) Valuing our Employee Family.
7. Contractor must demonstrate experience in servicing a Cerner (formerly Siemens) healthcare client with multi-faceted healthcare services;
 8. Contractor shall provide input on continuous operational processes that will allow the selected contractor, and Broward Health to perform efficient and effective collections.
 9. Contractor shall provide an organizational detail of corporate structure.
 10. Contractor shall identify any judgments levied against your firm or bonding agency resulting from poor performance within the last five years. 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.
 11. Contractor shall provide details regarding any legal action taken against current/prior clients within the last five years.
 12. Contractor shall provide all complaints filed against *your* firm with the State Department of Consumer Affairs, Better Business Bureau, or any other agency maintained for consumer protection within the last three (3) years. Provide the disposition on each.
 13. Contractor shall disclose if any of their principal owners have been the subject of a criminal or civil legal action; and if so, how the matter was resolved.
 14. Contractor shall provide in detail your company's current employee criminal background and drug free workplace policies and procedures.
 15. Contractor shall provide a brief description of your compliance program.

D. CONTRACTOR PERFORMANCE STANDARDS 25%

This section will be scored for the specific product lines that are listed under the scope of service. Contractor may choose to only respond to specific or all product lines. **Contractor must advise which specific product line(s) they are responding for.**

1. Contractor shall provide a dedicated Program Coordinator(s), accountable for the success of this proposed business partnership with Broward Health to coordinate all services with Broward Health Project Leader. Please include a one page Curriculum Vitae of person(s) assigned to Broward Health account demonstrating success in projects similar in scope as detailed in this RFP.
2. Contractor shall review/audit their collections performance to determine their fulfillment of criteria expectations established in the contract made with Broward Health
3. Document firm's principal involvements in hospital/healthcare collections performance described in the previous Qualifications Section. Provide a contingency plan in the event the firm's top principal(s) for Broward Health's collections service becomes unavailable.
4. Contractor shall provide a detailed work plan of their approach/process for auditing the activity/performance of the outsourced collection.
5. Contractor shall provide a representative who must sign executed confidentiality agreements for firm and all persons providing services within the scope of this contract. Detail corporate H.R. policies

including training of individuals assigned to Broward Health account ensuring strict compliance with corporate confidentiality guidelines.

6. Contractor shall provide if your Firm has been terminated by any Hospital in the three years? Please describe the situation in detail.
7. Describe how your company stays up-to-date with government regulations and maintains compliant behavior.
8. Describe how your company stays up-to-date with payer policy/protocol changes. How do you implement and communicate with your client?
9. Provide the names of member organizations/entities that your company is actively involved or an active member. Also, describe your interaction with these organizations.
10. Contractor shall provide an average of how many other clients would be supported at the same time as Broward Health.
11. Contractor shall provide simultaneous support for multiple Broward Health sites for Hospital Non-Legal Collection Agency Services.
12. Contractor shall provide the scope of services you extend to your current customer base and provide the % revenue derived strictly from product line as depicted in the Scope of Service.
13. Be specific with hospital/healthcare collections performance your firm has conducted in the past 24 months for the product lines described under 'Scope of Service'. This must include success by placement age category as described under 'Scope of Service'. Also include success based on account placement dollar category
14. Contractor shall provide a detailed work plan of their approach/process for collection activity that will occur on assigned accounts, this includes the specifics on letter cycles/associated dollars and criteria for making automated versus manual calls.

E. PRICING PROPOSAL

25%

Broward Health is seeking best business alternatives that will result in a true cooperative business relationship between the successful Contractor and Broward Health.

Negotiations shall begin with only those firms who are qualified to provide services through this RFP process. Please submit detailed pricing for all types of collections services and/or any other special term conditions that may be available to Broward Health.

Please note the following Broward Health invoicing requirements:

- A. Monthly invoicing via electronic media and hard copy.
- B. Individual invoice for each line of business.
- C. Invoice will include patient name, patient account number, date account placed, total account balance, amount paid, date paid, commission rate, commission due. Specific electronic requirements are to be defined by Broward Health.

Product Line	Contingency Percentage
Medicare Bad debt	
Self-pay early out (extended business office)	
Third party Insurance Bad debt, Underpayments, Denials	
Self-pay primary placement	
Self-pay second placement	

Optional Item (will not be scored):

Currently, Broward Health outsources insurance accounts at 180 days due to no/partial payment. Due to circumstances such as dollar amount, volume and/or staff shortages there may be a need for assistance in working accounts prior to the 180 day period. If your firm has experience handling early out insurance accounts, provide the current parameters of the population and your proposed contingency rate. Be specific and detailed as possible; include the following:

- Payer(s)
- Products – e.g. Medicare HMO, Commercial HMO, etc.
- Account balance range
- Account Age
- Reimbursement methods e.g. DRG, Medicare like, per diem, etc.
- Volume range