



THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

7720 WEST OAKLAND PARK BOULEVARD, SUITE 323 • SUNRISE, FLORIDA 33351-6704 • TEL 754-321-0505

SUPPLY MANAGEMENT & LOGISTICS
ROBERT N. WAREMBURG, CPPO, DIRECTOR

www.browardschools.com

SCHOOL BOARD

Chair BENJAMIN J. WILLIAMS
Vice Chair ANN MURRAY
ROBIN BARTLEMAN
MAUREEN S. DINNEN
PATRICIA GOOD
JENNIFER LEONARD GOTTLIEB
LAURIE RICH LEVINSON
NORA RUPERT
DAVID THOMAS, NBCT

JAMES F. NOTTER
Superintendent of Schools

January 31, 2011

ADDENDUM 5

RFP 12-005V

Group Dental Insurance and Group Vision Insurance

CALLED FOR 2:00 P.M., FEBRUARY 11, 2011

TO ALL PROPOSERS:

This Addendum amends the above-referenced RFP in the following particulars only:

Delete: Page 5 of 27 Pages

Insert: Page 5 of 27 Pages **-REVISED-**

This Addendum is for informational purposes only and need not be returned with your RFP. By virtue of Signing the "Required Response Form", Page 1 of RFP 12-005V, Proposer certifies acceptance of this Addendum.

Sincerely,

Carol E. Barker, CPPB
Purchasing Agent IV

3.0 CALENDAR

| | |
|----------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| December 13, 2010 | Release of RFP 12-005V |
| December 17, 2010 | Written questions due in the Supply Management and Logistics Department |
| February 11, 2011 | Proposals due on or before 2:00 p.m. ET in Supply Management and Logistics Department. Proposal opening will be at: 7720 West Oakland Park Blvd., Suite 323, Sunrise, Florida 33351-6704.* |
| April 4, 2011 | Evaluation Committee reviews Proposals and makes Recommendation for award. Meeting to be held at: Kathleen C. Wright Administration Center, Board Room 600 SE Third Avenue Fort Lauderdale, Florida 33301.* |
| April 12, 2011 | Posting of Recommendation |

* These are public meetings. The School Board of Broward County, Florida, prohibits any policy or procedure which results in discrimination on the basis of age, color, disability, gender, national origin, marital status, race, religion or sexual orientation. Individuals who wish to file a discrimination and/or harassment complaint may call the Executive Director, Benefits & EEO Compliance at 754-321-2150 or Teletype Machine (TTY) 754-321-2158.

Individuals with disabilities requesting accommodations under the Americans with Disabilities Act (ADA) may call Equal Educational Opportunities (EEO) at 754-321-2150 or Teletype Machine (TTY) 754-321-2158.

~~-REVISED-~~



THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

7720 WEST OAKLAND PARK BOULEVARD, SUITE 323 • SUNRISE, FLORIDA 33351-6704 • TEL 754-321-0505

SUPPLY MANAGEMENT & LOGISTICS
ROBERT N. WAREMBURG, CPPO, DIRECTOR

www.browardschools.com

SCHOOL BOARD

Chair BENJAMIN J. WILLIAMS
Vice Chair ANN MURRAY
ROBIN BARTLEMAN
MAUREEN S. DINNEN
PATRICIA GOOD
JENNIFER LEONARD GOTTLIEB
LAURIE RICH LEVINSON
NORA RUPERT
DAVID THOMAS, NBCT

JAMES F. NOTTER
Superintendent of Schools

January 7, 2011

ADDENDUM 4

RFP 12-005V

Group Dental Insurance and Group Vision Insurance

CALLED FOR 2:00 P.M., FEBRUARY 11, 2011

TO ALL PROPOSERS:

This Addendum amends the above-referenced RFP in the following particulars only:

- Attachment G – **Delete:** Attachment G Cover Sheet-Revised **Insert:** Attachment G Cover Sheet-Revised II
Delete: Humana/CompBenefits Vision Agreements
- Attachment H – **Insert:** Humana/CompBenefits Vision Agreements **-Revised-**

This Addendum is for informational purposes only and need not be returned with your RFP. By virtue of Signing the "Required Response Form", Page 1 of RFP 12-005V, Proposer certifies acceptance of this Addendum.

Sincerely,

Carol E. Barker, CPPB
Purchasing Agent IV

ATTACHMENT G- Revised II

G1 – Dental Certificate of Insurance

G2 – Dental Current SBBC Agreements

**For your convenience, the Certificates of Insurance
(G1) are ONLY available through the following
website:**

<http://www.broward.k12.fl.us/benefits>

**Click on Dental book and then click on the
“Certificates of Coverage**

**SECOND AMENDMENT TO
AGREEMENT**

THIS SECOND AMENDMENT TO AGREEMENT entered into on the 17th day of August, 2010 by and between:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

(hereinafter referred to as "SBBC")
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue,
Fort Lauderdale, Florida 33301

and

HUMANA, INC.

A Delaware corporation for profit whose principal place of business is
500 West Main Street
Louisville, Kentucky 40202

and

COMPBENEFITS INSURANCE COMPANY

A wholly owned subsidiary of Humana, Inc.
(hereinafter collectively referred to as "CompBenefits")
whose principal place of business is
100 Mansell Court East, Suite 400
Roswell, Georgia 30076

WHEREAS, SBBC and CompBenefits entered into an Agreement dated July 26, 2005 (hereinafter "Agreement") for Group Vision Care Insurance for School Board Employees and Dependents under RFP 26-001V; and

WHEREAS, SBBC and CompBenefits entered into a First Amendment to Agreement dated September 10, 2009 (hereinafter "First Amendment"); and

NOW THEREFORE, in consideration of the premises and of the mutual covenants contained herein and the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLES

1. **Recitals.** The Parties agree that the foregoing recitals are true and correct and that such recitals are herein incorporated by reference.
2. **Premiums.** The premiums/rates for the period January 1, 2011 through December 31, 2011 shall be:

| | <u>Basic Plan</u> | <u>Enhanced Plan</u> |
|----------------------------|-------------------|----------------------|
| Employee Only | \$ 3.84 | \$ 5.00 |
| Employee and One Dependent | 9.50 | 12.36 |
| Employee and Family | 13.79 | 17.98 |

4. **Background Screening.** CompBenefits agrees to comply with all the requirements of Sections 1012.32 and 1012.465, Florida Statutes, and that CompBenefits and all its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. Personnel shall include employees, representatives, agents or sub-contractors performing duties under the contract to SBBC and who meet any or all of the three requirements identified above. This background screening will be conducted by SBBC in advance of CompBenefits or its personnel providing any services. CompBenefits will bear the cost of acquiring the background screening required under Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to CompBenefits and its personnel. The Parties agree that the failure of CompBenefits to perform any of the duties described in this section shall constitute a material breach of this RFP/BID entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. CompBenefits agrees to indemnify and hold harmless SBBC, its officers and employees of any liability in the form of physical or mental injury, death or property damage resulting in CompBenefits's failure to comply with the requirements of this section or Sections 1012.32 and 1012.465, Florida Statutes.

SBBC issued identification badges must be worn at all times when on SBBC property and must be worn where they are visible and easily readable.

L-1 Enrollment Services has been contracted to provide all background and fingerprinting services. All questions pertaining to fingerprinting, photo identification and background check services must be directed to the EasyPath Project Coordinator at 754-321-1830 or easypathinfo@L1ID.com. Each individual, for whom a SBBC photo identification badge is requested, must fill out the forms that are required, provide his/her driver's license and social security card, and must be fingerprinted. A background check will be conducted for each badge applicant. SBBC reserves the right to require additional information, should it be necessary, and to deny the issuance of a badge to an applicant. Any applicant, that has been denied a badge, is prohibited from entering SBBC property as an employee, sub-contractor or agent of CompBenefits. There will be two Web sites used for services: 1) <http://www.L1Enrollment.com> (used for scheduling and registering applicants) and 2) <http://sbbc-easypath.browardschools.com> (used for vendors to check

the status of applicants and order replacement badges). The total fee for the SBBC photo identification badge, fingerprinting and a FBI background check can be found at the following Web site: www.L1Enrollment.com. Payment options can be made by electronic check (e-check), Visa, MasterCard or use of an established escrow account code. These fees are non-refundable and are subject to change without notice. Badges are issued for a one-year period and must be renewed annually. The renewal date will be one year from date of issuance. Failure to renew the badge, at that time, will result in the vendor being required to re-apply and pay the going rate for badging and fingerprinting.

Vendors shall return expired and/or terminated employee badges to the following location: The School Board of Broward County, Florida, Attn: L-1 Enrollment Services, 600 SE 3rd Avenue, Fort Lauderdale, Florida 33301.

5. **Priority of Documents.** In the event of a conflict between the documents, the following priority of documents shall govern:

- First: Second Amendment to Agreement
- Second: First Amendment to Agreement
- Third: The Agreement;
- Fourth: Addendum Number Three [dated March 11, 2005] to the RFP;
- Fifth: Addendum Number Two [dated February 28, 2005] to the RFP;
- Sixth: Addendum Number One [dated February 24, 2005] to the RFP;
- Seventh: RFP 26-001V "Group Vision Care Insurance for School Board Employees and Dependents"; and;
- Eighth: The Proposal submitted in response to the RFP by CompBenefits [dated March 28, 2005].

In case of any other doubt or difference of opinion, the decision of SBBC shall be final and binding on both parties.

6. **Notice.** When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To SBBC: Superintendent of Schools
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

With a Copy to: Executive Director, Benefits & EEO Compliance
The School Board of Broward County, Florida
7770 W. Oakland Park Boulevard, 1st Floor
Sunrise, Florida 33351

To CompBenefits: Alan Stewart, Segment Vice President
Humana, Inc./CompBenefits Insurance Company
100 Mansell Court East, Suite 400
Roswell, Georgia 30076

With a Copy to: Mo Estevez, Account Executive – Major Accounts
Humana, Inc./CompBenefits Insurance Company
3401 S.W. 160th Avenue
Miramar, Florida 33027

7. **Terms of Agreement.** Except as expressly provided herein, all terms and conditions set forth in this Agreement and Amendment shall remain in force and effect for the contract term specified within this Addendum.
8. **Authority.** Each person signing this Amendment to Agreement on behalf of either party individually warrants that he or she has the full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to Agreement through their duly authorized representatives.

FOR SBBC

(Corporate Seal)

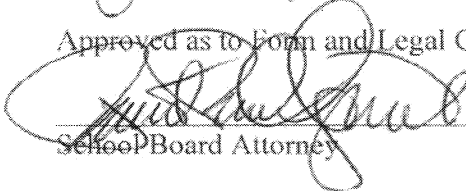
THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

ATTEST:


James F. Notter
Superintendent of Schools

By: 
Jennifer Leonard Gottlieb, Chair

Approved as to Form and Legal Content:


School Board Attorney

FOR HUMANA, INC.
AND
COMPBENEFITS

(Corporate Seal)

Attest: _____
Secretary

By: Alan Stewart
Alan Stewart, Segment Vice President
of Humana, Inc. and Authorized Signer of
CompBenefits Insurance Company

-Or-

Cathy Sutter
Witness

John R. Jordan
Witness

STATE OF Georgia
COUNTY OF Fulton

The foregoing instrument was acknowledged before me this 28 day of June, 2010,
by Alan Stewart of Humana, Inc./CompBenefits Insurance Company. He took an oath and is
personally known to me or has produced _____ as identification.

(SEAL)

Deborah Gross
Signature - Notary Public

My Commission expires:

May 2011

Deborah Gross
Printed Name of Notary

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT entered into on the 10th day of September, 2009 by and between:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

(hereinafter referred to as "SBBC")

a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue,
Fort Lauderdale, Florida 33301

and

HUMANA, INC.

A Delaware corporation for profit whose principal place of business is
500 West Main Street
Louisville, Kentucky 40202

and

COMPBENEFITS INSURANCE COMPANY

A wholly owned subsidiary of Humana, Inc.
(hereinafter collectively referred to as "CompBenefits")
whose principal place of business is
100 Mansell Court East, Suite 400
Rosewell, Georgia 30076

WHEREAS, SBBC and CompBenefits entered into an Agreement dated July 26, 2005 (hereinafter "Agreement") for Group Vision Care Insurance for School Board Employees and Dependents under RFP 26-001V; and

NOW THEREFORE, in consideration of the premises and of the mutual covenants contained herein and the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLES

1. **Recitals.** The Parties agree that the foregoing recitals are true and correct and that such recitals are herein incorporated by reference.

2. **Premiums.** The premiums/rates for the period January 1, 2010 through December 31, 2010 shall be:

| | <u>Basic Plan</u> | <u>Enhanced Plan</u> |
|----------------------------|-------------------|----------------------|
| Employee Only | \$ 3.84 | \$ 4.39 |
| Employee and One Dependent | 9.50 | 10.85 |
| Employee and Family | 13.79 | 15.77 |

3. **Background Screening.** CompBenefits agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and that CompBenefits and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of CompBenefits or its personnel providing any services under the conditions described in the previous sentence. CompBenefits will bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to CompBenefits and its personnel. The Parties agree that the failure of CompBenefits to perform any of the duties described in this section shall constitute a material breach of the Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under the Agreement. CompBenefits agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting in CompBenefits's failure to comply with the requirements of this section or Sections 1012.32 and 1012.465, Florida

4. **Priority of Documents.** In the event of a conflict between the documents, the following priority of documents shall govern:

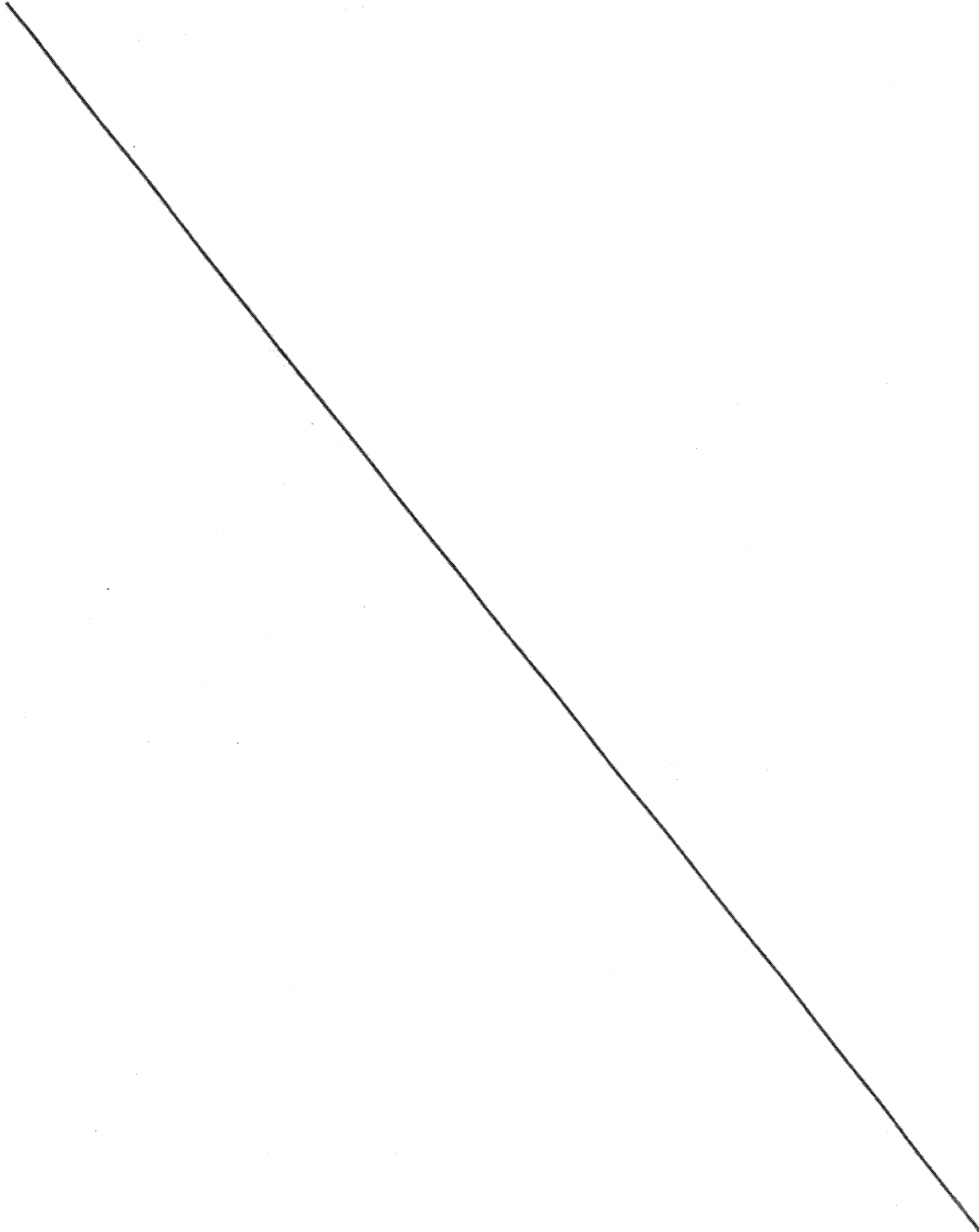
- First: First Amendment to Agreement
- Second: The Agreement;
- Third: Addendum Number Three [dated March 11, 2005] to the RFP;
- Fourth: Addendum Number Two [dated February 28, 2005] to the RFP;
- Fifth: Addendum Number One [dated February 24, 2005] to the RFP;
- Sixth: RFP 26-001V "Group Vision Care Insurance for School Board Employees and Dependents"; and;
- Seventh: The Proposal submitted in response to the RFP by CompBenefits [dated March 28, 2005].

In case of any other doubt or difference of opinion, the decision of SBBC shall be final and binding on both parties.

5. **Terms of Agreement.** Except as expressly provided herein, all terms and conditions set forth in this Agreement and Amendment shall remain in force and effect for the contract term specified within this Addendum.
6. **Authority.** Each person signing this Amendment to Agreement on behalf of either party individually warrants that he or she has the full legal power to execute this

Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to Agreement through their duly authorized representatives.




FOR SBBC

(Corporate Seal)


THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

ATTEST:


James F. Notter
Superintendent of Schools

By: 
Maureen S. Dinnen, Chair


Approved as to Form and Legal Content:


School Board Attorney

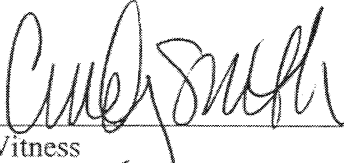
FOR HUMANA, INC.
AND
COMPBENEFITS

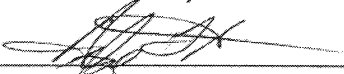
(Corporate Seal)

Attest: _____
Secretary

By: 
Alan Stewart, Segment Vice President
of Humana, Inc. And Authorized Signer of
CompBenefits Insurance Company

-Or-


Witness


Witness

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this 7 day of Aug., 2009,
by Alan Stewart. He took an oath and is personally known to me or has produced
_____ as identification.

My Commission expires:

(SEAL)


Signature – Notary Public

My Commission expires: May, 2011

Deborah Gross
Printed Name of Notary

AGREEMENT

THIS AGREEMENT is made and entered into as of this 26 day of July, 2005, by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

**COMPBENEFITS CORPORATION
AND**

COMPBENEFITS COMPANY
(a wholly owned subsidiary)
(hereinafter collectively referred to as "CompBenefits"),
whose principal place of business is
100 Mansell Court East, Suite 400, Roswell, Georgia 30076

WHEREAS, SBBC issued a Request for Proposal, identified as RFP 26-001V Group Vision Care Insurance for School Board Employees and Dependents, dated February 22, 2005, and amended by Addendum Number 1 dated February 24, 2005, Addendum Number 2 dated February 28, 2005, and Addendum Number 3 dated March 11, 2005 (hereafter referred to as "RFP") which are incorporated by reference herein, for the purpose of receiving proposals for Group Vision Care Insurance for School Board Employees and Dependents; and

WHEREAS, CompBenefits offered a proposal dated March 28, 2005, (hereafter referred to as "Proposal") which is incorporated by reference herein, in response to RFP; and

WHEREAS, CompBenefits desires to provide to SBBC and SBBC desires to receive from CompBenefits Group Vision Care Insurance for SBBC employees and dependents as described in the RFP.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1 - RECITALS

1.01 Recitals. The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 - SPECIAL CONDITIONS

2.01 Term of Agreement. The term of this Agreement shall commence on January 1, 2006, and continue through and including December 31, 2010 unless terminated earlier pursuant to Section 3.04 of this Agreement. The term of the Agreement may, by mutual agreement between SBBC and CompBenefits, upon final School Board approval, be extended for three (3) additional one-year periods and, if needed by SBBC, 90 days beyond the expiration date of the final renewal period.

2.02 **Plan Design.** CompBenefits agrees to provide a basic plan design more fully described in Proposal as Vision Care Basic Plan Option 1. CompBenefits further agrees to provide an enhanced plan design more fully described in Proposal as Vision Care Enhanced Plan Option 1.

2.03 **Premiums.** The premium rates for the period January 1, 2006 through December 31, 2008 shall be:

| | Basic Plan | Enhanced Plan |
|----------------------------|---------------|------------------|
| Employee Only | \$ 3.76 | \$ 4.30 |
| Employee and One Dependent | \$ 9.31 | \$10.64 |
| Employee and Family | \$13.52 | \$15.46 |

The premium rates for the period January 1, 2009 through December 31, 2009 shall not exceed:

| | Basic Plan | Enhanced Plan |
|----------------------------|---------------|------------------|
| Employee Only | \$ 3.84 | \$ 4.39 |
| Employee and One Dependent | \$ 9.50 | \$10.85 |
| Employee and Family | \$13.79 | \$15.77 |

The premium rates for the period January 1, 2010 through December 31, 2010 shall not exceed:

| | Basic Plan | Enhanced Plan |
|----------------------------|---------------|------------------|
| Employee Only | \$ 3.87 | \$ 4.43 |
| Employee and One Dependent | \$ 9.59 | \$10.96 |
| Employee and Family | \$13.93 | \$15.92 |

2.04 **Turn Around Time.** CompBenefits agrees to provide a set of lens and frames within seven (7) business days provided the prescription is correct and no special coatings or procedures are necessary. CompBenefits further agrees to liquidated damages of \$250 for each failure to meet this performance guarantee.

2.05 **Out-of-Network Claims.** CompBenefits agrees to pay ninety (90) percent of all out-of-network clean claims within ten (10) business days on a quarterly basis. CompBenefits further agrees to liquidated damages of \$500 for each failure to meet this performance guarantee.

2.06 **Priority of Documents.** In the event of a conflict between the documents, the following priority of documents shall govern:

- First: The Agreement;
- Second: Addendum Number Three [dated March 11, 2005] to the RFP;
- Third: Addendum Number Two [dated February 28, 2005] to the RFP;
- Fourth: Addendum Number One [dated February 24, 2005] to the RFP;
- Fifth: RFP 26-001V "Group Vision Care Insurance for School Board Employees and Dependents"; and;
- Sixth: The Proposal submitted in response to the RFP by CompBenefits [dated March 28, 2005].

In case of any other doubt or difference of opinion, the decision of SBBC shall be final and binding on both parties.

2.07 **Indemnification.**

A. By SBBC: SBBC agrees to be fully responsible for its acts of negligence, or its agent's acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.

B. By CompBenefits: CompBenefits agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by CompBenefits, its agents, servants or employees; the equipment of CompBenefits, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of CompBenefits or the negligence of CompBenefits's agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by CompBenefits, SBBC or otherwise.

ARTICLE 3 – GENERAL CONDITIONS

3.01 **No Waiver of Sovereign Immunity.** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable.

3.02 **No Third Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

3.03 **Non-Discrimination.** The parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this Agreement because of race, age, religion, color, gender, national origin, marital status, disability or sexual orientation.

3.04 **Termination.** This Agreement may be canceled with or without cause by SBBC during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement.

3.05 **Records.** Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law.

3.06 **Entire Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

3.07 **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.08 **Preparation of Agreement.** The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.09 **Waiver.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

3.10 **Compliance with Laws.** Each party shall comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.11 **Governing Law.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.

3.12 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.13 **Assignment.** Neither this Agreement or any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.14 **Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.15 **Place of Performance.** All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

3.16 **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, unlawful, unenforceable or void in any respect, the invalidity, illegality, unenforceability or unlawful or void nature of that provision shall not effect any other provision and this Agreement shall be considered as if such invalid, illegal, unlawful, unenforceable or void provision had never been included herein.

3.17 **Notice.** When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To SBBC: Superintendent of Schools
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

With a Copy to: Director, Benefits
The School Board of Broward County, Florida
7770 West Oakland Park Boulevard, 1st Floor
Sunrise, Florida 33351-6704

To CompBenefits: CompBenefits Corporation
100 Mansell Court East, Suite 400
Roswell, Georgia 30076

With a Copy to: Al Hernandez, Assistant Vice-President of Major Accounts
CompBenefits
5775 Blue Lagoon Drive, Suite 400
Miami, Florida 33126

3.18 **Captions.** The captions, section numbers, article numbers, title and headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.19 **Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

3.20 Excess Funds. Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC with interest calculated from the date of the erroneous payment or overpayment. Interest shall be calculated using the interest rate for judgments under Section 55.03, Florida Statutes, applicable at the time the erroneous payment or overpayment was made by SBBC.

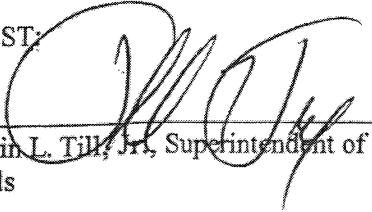
IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.

FOR SBBC

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

ATTEST:

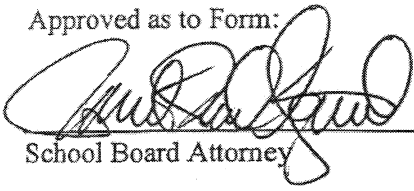


Franklin L. Till, Jr., Superintendent of
Schools

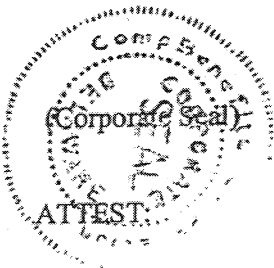
By 

Stephanie Arma Kraft, Esquire, Chair

Approved as to Form:



School Board Attorney



FOR COMPBENEFITS

COMPBENEFITS CORPORATION

By

Kevin MacDougall

Vice President of Major Accounts

_____, Secretary

Carol B. Buntz
Witness

Sandra J. Bachman
Witness

The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.

STATE OF GEORGIA

COUNTY OF FULTON

The foregoing instrument was acknowledged before me this 10th day of June, 2005 by Ken MacDougall of

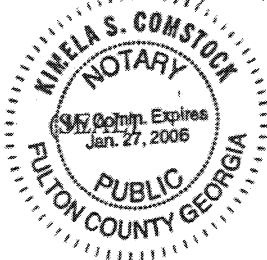
Name of Person

Comp Benefits Corporation, on behalf of the corporation/agency.
Name of Corporation or Agency

He/She is personally known to me or ~~produced~~ as identification and ~~did~~ did not first take an oath. Type of Identification

My Commission Expires:

January 27, 2006



Kimela S. Comstock
Signature - Notary Public

Kimela S. Comstock
Printed Name of Notary

N/A
Notary's Commission No.



THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

7720 WEST OAKLAND PARK BOULEVARD, SUITE 323 • SUNRISE, FLORIDA 33351-6704 • TEL 954-765-6120

SUPPLY MANAGEMENT & LOGISTICS
ROBERT N. WAREMBURG, CPPO, DIRECTOR

www.browardschools.com

SCHOOL BOARD

Chair BENJAMIN J. WILLIAMS
Vice Chair ANN MURRAY
ROBIN BARTLEMAN
MAUREEN S. DINNEN
PATRICIA GOOD
JENNIFER LEONARD GOTTLIEB
LAURIE RICH LEVINSON
NORA RUPERT
DAVID THOMAS, NBCT

JAMES F. NOTTER
Superintendent of Schools

January 6, 2011

ADDENDUM 3 RFP 12-005V

Group Dental Insurance and Group Vision Insurance

CALLED FOR 2:00 P.M., FEBRUARY 11, 2011

TO ALL PROPOSERS:

This Addendum amends the above-referenced RFP in the following particulars only:

1. Attached are the responses to the questions received.

2. **DELETE** – Table of Contents
INSERT – Table of Contents – **Revised** –
DELETE – Attachment G
INSERT – Attachment G – **Revised** -

Add – Attachment U

Add – Attachment V

Add – Attachment W

Add – Attachment X

Add – Attachment Y

Add – Attachment Z

This Addendum is for informational purposes only and need not be returned with your RFP. By virtue of Signing the "Required Response Form", Page 1 of RFP 12-005V, Proposer certifies acceptance of this Addendum.

Sincerely,

Carol E. Barker, CPPB
Purchasing Agent IV

➤ **QUESTION #1:**

For the PPO plans, what do each pay as their Out of Network Reimbursement?

ANSWER TO QUESTION #1:

Humana/CompBenefits pays based on a provider fee schedule.

MetLife pays at the 90th percentile.

➤ **QUESTION #2:**

To clarify, the Board would like 1 paper original, 1 CD electronic response, and 30 paper copies?

ANSWER TO QUESTION #2:

Yes.

➤ **QUESTION #3:**

For the PPO plans, does the Board want a rollover benefit or incentive towards preventive services?

ANSWER TO QUESTION #3:

SBBC may consider additional benefit options during the evaluation process.

➤ **QUESTION #4:**

For the PPO plans, does the Board want 3 tier rates or 4 tier?

ANSWER TO QUESTION #4:

Currently, the tier structure is 3 tiers with an additional tier for Dual Spouses. The Dual Spouse tier is a grandfathered clause where both spouses are employed by SBBC and elect a family coverage. The Dual Spouse tier was closed as of January 1, 1995. The employees enrolled in the Dual Spouse tier prior to January 1, 1995 may remain in this tier until the time where one or both spouses employment with SBBC ends. As of 2010, there were approximately 40 employees eligible for this tier. Refer to Attachment B of the RFP for the tier structure.

➤ **QUESTION #5:**

Does the Board request a disruption report and if so will a list of utilized providers be provided to the carriers?

ANSWER TO QUESTION #5:

No, however, it is requested that TIN numbers, names, addresses and zip codes be provided for each of your providers including the type of product that the provider is offering (for example DHMO or PPO, etc). Gallagher Benefit Services, Inc. will conduct the analysis.

➤ **QUESTION #6:**

Does the Board request a geo access report?

ANSWER TO QUESTION #6:

Yes, refer to Attachment A1 Question 10 and Attachment A2 Question 27.

➤ **QUESTION #7:**

I would appreciate your clarification as to whether, as we believe, a small business open less than three years may be considered a responsive proposer by submitting all of its available financial information even if less than three (3) years, or whether the three year financial information requirement imposes a de facto minimum experience requirement.

ANSWER TO QUESTION #7:

Section 4.2 Minimum Eligibility requires three years of independent audited financial statements. If a company does not meet this section, their proposal will not be considered.

➤ **QUESTION #8:**

Attachment A2 - Vision Questionnaire Section. Need clarification on question #47: Can you provide **true copays** for all levels of service? What is meant by true copays?

ANSWER TO QUESTION #8:

The question is asking whether or not your company's vision plan(s) has the ability to offer copays for additional services, such as tinting, coating, Lasik surgery, etc., instead of a discount percentage.

➤ **QUESTION #9:**

Attachment A2 - Vision Questionnaire Section. Need clarification on question #51: What specific progressive lenses are included for the category Level One Progressive, Level Two Progressive, Level Three Progressive, and Level Four Progressive?

ANSWER TO QUESTION #9:

Refer to Attachment V of this Addendum.

➤ **QUESTION #10:**

Attachment C2 - Plan Design Section. Does the requested \$4 exam copay require Express approval?

ANSWER TO QUESTION #10:

Currently, there is a \$4 exam copay and the process is either to provide your vision ID card or obtain a vision pass from the current carrier either through the customer service department or online.

➤ **QUESTION #11:**

Attachment C2 - Plan Design Section. In the Discounts row of the Basic Plan they state "\$75 allowance with discounts received in-network." What is this referring to?

ANSWER TO QUESTION #11:

This benefit applies to both the Basic and Enhanced plan and is a \$75 allowance towards Lasik surgery in lieu of all other annual benefits.

➤ **QUESTION #12:**

Attachment C2 - Plan Design Section. In the Discounts row of the Enhanced Plan they state, "Flat dollar allowance/copay or fixed fee." What is this referring to?

ANSWER TO QUESTION #12:

Depending on the type of service the cost to the member would be a flat dollar allowance, a copay or a fixed fee. For example, if a member elects Lasik surgery they would receive an allowance towards this service.

➤ **QUESTION #13:**

Do we need to use a SBBC M/WBE on the vendor list? <http://www.broward.k12.fl.us/supply/vendors/MWBE.htm>.

ANSWER TO QUESTION #13:

No, SBBC would encourage the use of approved M/WBEs, however, we will accept participation from non approved SBBC firms.

➤ **QUESTION #14:**

Attachment P - Guarantee Letter of Commitment and Guarantee Form Section: Per Addendum #2, it states that a revised Attachment P was available on the DemandStar/Onvia Web site; however, one was not provided. Is there a revised attachment P available?

ANSWER TO QUESTION #14:

Yes. Attachment P is now available on DemandStar.

➤ **QUESTION #15:**

The RFP requests 1 original, 1 electronic copy and 30 additional copies. Please confirm if the 30 additional copies must be hard copies or can they be electronic.

ANSWER TO QUESTION #15:

The 30 additional copies are to be hard copies.

➤ **QUESTION #16:**

Can you provide current and renewal rates for all plans?

ANSWER TO QUESTION #16:

Refer to Attachments G and H of the RFP for this information.

➤ **QUESTION #17:**

We would like to respectfully request more time to ask questions. Due to the amount of material to review, and the fact that we may have questions once we have reviewed the data and/or received further addenda, we would like to ask for the ability to ask for further clarification if appropriate.

ANSWER TO QUESTION #17:

Due to the timeframes, there will not be any additional time allotted for additional questions.

➤ **QUESTION #18:**

Please provide a history of premiums paid, number of enrollees by tier, and claims history by plan design for at least 3 years.

ANSWER TO QUESTION #18:

Refer to Attachment U of the Addendum for additional information and refer to Attachments E and F of the RFP.

➤ **QUESTION #19:**

Please provide renewal information if available.

ANSWER TO QUESTION #19:

Refer to Attachments G and H of the RFP for this information.

➤ **QUESTION #20:**

Is the Board open to accepting alternative performance guarantees?

ANSWER TO QUESTION #20:

Yes, Attachments I and J of the RFP are the current performance guarantees. All performance guarantees are subject to negotiation.

➤ **QUESTION #21:**

Is it possible to get a copy of your current contract and EOC since it's public record?

ANSWER TO QUESTION #21:

Refer to Attachments G and H of the RFP.

➤ **QUESTION #22:**

The census key states there are two MetLife DHMO plans: D002 - MetLife Indemnity DHMO; D004 – MetLife Safeguard DHMO. Should D002 be the MetLife PPO plan? Please confirm.

ANSWER TO QUESTION #22:

D002 – MetLife Indemnity DHMO is mislabeled and is the Indemnity data and contains no DHMO data.

D004 – MetLife Safeguard DHMO is the two DHMO options. Option 1 is the Basic DHMO and Option 2 is the Enhanced DHMO.

➤ **QUESTION #23:**

We have received Humana's current PPO rates. What is the rate history back to 11/1/07?

ANSWER TO QUESTION #23:

Refer to Attachment G of the RFP.

➤ **QUESTION #24:**

We received 21 months of MetLife PPO experience. Please provide at least 1 year of experience prior to 1/1/09.

ANSWER TO QUESTION #24:

Refer to Attachment U of this Addendum.

➤ **QUESTION #25:**

Please provide the current plan design booklets or certificates of coverage.

ANSWER TO QUESTION #25:

Refer to Attachments G and H of the RFP.

➤ **QUESTION #26:**

What is the R&C level on the PPO plans?

ANSWER TO QUESTION #26:

Humana/CompBenefits current R&C is not a percentile since they are payable per the provider fee schedule. MetLife current R&C is the 90th percentile.

➤ **QUESTION #27**

Retiree Vision Insured Plan: Please confirm this plan is 100% voluntary and entirely contributed by Retirees.

ANSWER TO QUESTION #27:

Confirmed.

➤ **QUESTION #28**

Please describe the process, role and responsibilities that currently occur with COBRA and Retiree Administration. We seek to learn which tasks are performed by SBBC and which ones the incumbent performs.

ANSWER TO QUESTION #28:

COBRA - SBBC provides each of the carriers a weekly Excel spreadsheet that contains the qualified beneficiaries and then the carrier is responsible for all required notices, billing, collection, remits, customer services.

Retirees – SBBC notifies the carriers periodically when an individual retires. Then the Retiree is given 30 days to make an election directly with the carrier if they wish to continue these benefits. The carrier is responsible for billing, collections, remits, customer services.

➤ **QUESTION #29**

Please confirm that vendor offers must be based upon current capabilities such as existing providers, locations, operations and program features as of the RFP due date.

ANSWER TO QUESTION #29:

The Committee will evaluate the current capabilities of each proposer and may consider additional commitments made for provider recruitment, locations, operations and program features.

➤ **QUESTION #30**

Please provide itemized claims count and cost for 2009 through October 2010 for covered services in Basic and Enhanced Plan Designs:

- Number and Cost of Eye Exams
- Number and Cost of Lenses (Single Vision, Bifocal, Trifocal, Lenticular and Progressive)

ANSWER TO QUESTION #30:

Refer to Attachment Z of this Addendum.

➤ **QUESTION #31**

Section 4.6.1., Page 9/27: The total cost of 2010 Open Enrollment materials was \$12,500. How much of the total was allocated to the vision plan?

ANSWER TO QUESTION #31:

\$1,283.33.

➤ **QUESTION #32**

Section 4.6.1. Page 9/27: Fully insured rate quotation shall include a minimum 36-month rate guarantee. Additional rate guarantees are encouraged. However, according to State of Florida Department of Insurance FAC Rule 69O-149.005 (14), an insurer may issue multiple year rate guarantee or rating cap provisions subject to the following:(b) The provision may not apply for greater than 24 months, Given the divergence in direction on rate guarantees, we respectfully request re-consideration of the SBBC requirement so that we can comply with Florida Rulings and not be disadvantaged with respect to SBBC's evaluation of our proposal.

ANSWER TO QUESTION #32:

SBBC is requesting that each proposal contain the maximum guarantee that is possible. If the state does not allow you to offer longer guarantees than 24 months, provide documentation from the state that they will not allow you to do so in response to this particular RFP.

➤ **QUESTION #33**

Page 10/27: Please supply samples of the current Vision ID Card for Actives and Retirees as well as the Member Handbook that is being mailed to employee's home. Is the member handbook and certificate of coverage mailed annually? Are ID Cards mailed annually?

ANSWER TO QUESTION #33:

Refer to Section 4.6.1 of the RFP, which states ID cards will be mailed annually directly to the employee's home, with the postage costs to be paid by the Awardee(s). Member handbooks and certificate of coverage are to be mailed, in a timely manner, directly to the employee's home, with postage cost to be paid by the Awardee(s). The format and any additions or changes to ID cards shall be approved by the Benefits Department. The proposal respondent has the ability to respond – Yes, Can Comply, Yes, Can Comply But With Deviations (and list the deviations) and No, Cannot Comply. Refer to Attachment W of this Addendum for a sample ID Card.

➤ **QUESTION #34**

Both Dental and Vision: Will Broward County require an annual mailing of communication materials?

ANSWER TO QUESTION #34:

Refer to Section 4.6.1 of the RFP, which states ID cards will be mailed annually directly to the employee's home, with the postage costs to be paid by the Awardee(s). Member handbooks and certificate of coverage are to be mailed, in a timely manner, directly to the employee's home, with postage cost to be paid by the Awardee(s). The format and any additions or changes to ID cards shall be approved by the Benefits Department. The proposal respondent has the ability to respond – Yes, Can Comply, Yes, Can Comply But With Deviations (and list the deviations) and No, Cannot Comply.

➤ **QUESTION #35**

The dental and vision census files contain both Actives and Retirees/COBRA. The Geo instructions do not mention separating or combining the populations and I'm unsure which direction to go. Should only the Actives be used or should they be combined with the Retirees?

ANSWER TO QUESTION #35:

The census file should be combined to include both the actives and retirees.

➤ **QUESTION #36**

The dental census contains 27,930 Active records and 2,521 Retiree/COBRA records for a total of 30,451 records.

ANSWER TO QUESTION #36:

Yes, the dental census contains 27,930 active records. However, the 2,521 Retiree/COBRA records consist only of the Humana/CompBenefits portion. Refer to Addendum One for the Delta Dental, MetLife and Safeguard Retiree/COBRA records.

➤ **QUESTION #37**

The vision census contains 27,926 Active records and 4123 Retiree/COBRA records for a total of 32,049 records.

ANSWER TO QUESTION #37:

Yes.

➤ **QUESTION #38**

Should we be submitting rates that are based on slice and sole carrier basis?

ANSWER TO QUESTION #38:

Currently, the Dental is on a slice basis and the vision is on a sole carrier basis. SBBC is requesting rates for both slice and sole carrier basis. Refer to Attachment B of the RFP.

➤ **QUESTION #39**

Will there be an active or passive enrollment?

ANSWER TO QUESTION #39:

Enrollment will be an active enrollment through SBBC online enrollment system.

➤ **QUESTION #40**

Do the current rates include any or all costs for: HIPAA and COBRA administration services, onsite support, retiree premium collection, direct mailing, local customer service number, and annual ID card mailing to the Group? If just some of the items are included in the rates, please specify which ones are included in the rates.

ANSWER TO QUESTION #40:

The current rates include, but are not limited to, the costs for HIPAA, COBRA administration, Direct Billing/Premium Collection services for Retirees and Leave of Absence, both local and toll-free customer service lines, the cost of employee satisfaction survey, printing of enrollment materials, mailings as needed, open enrollment attendance/support, onsite personnel, reporting and ID cards mailing directly to the employee's home.

➤ **QUESTION #41**

Are commissions currently included in the rates? If so, what is the percentage?

ANSWER TO QUESTION #41:

There are no commissions included in the rates.

➤ **QUESTION #42**

Are commissions required to be paid to Gallagher?

ANSWER TO QUESTION #42:

No.

➤ **QUESTION #43**

How many carriers (and plans) are intended to be awarded for 2012?

ANSWER TO QUESTION #43:

Currently there are four dental carriers with ten plans and one vision carrier with two plans. It has not been determined how many carriers or plans will be offered in the future. Refer to Section 2.1 of the RFP.

➤ **QUESTION #44**

Are there any rate guarantees/caps in place for 2012?

ANSWER TO QUESTION #44:

No. Refer to Attachments G and H of the RFP.

➤ **QUESTION #45**

Are the current rates the same for the retiree population? If they are the same, are the contribution levels different?

ANSWER TO QUESTION #45:

Yes, the rates are the same for both actives and retirees. Retirees pay 100% of the premium.

➤ **QUESTION #46**

In regards to the requested tier structure, is there flexibility in what is acceptable to the group or must the tiers strictly follow the requested design? (i.e., employee plus employee spouse)

ANSWER TO QUESTION #46:

Due to system restrictions there is no flexibility in the tier structure for the requested plans.

➤ **QUESTION #47**

VISION: Can we see the total number of exams, lenses and frames for 2009 and YTD 2010? Can we see total number of services for single vision, bifocal, trifocal, contacts and frames for 2009 and YTD 2010?

ANSWER TO QUESTION #47:

Refer to Attachment Z of this Addendum.

➤ **QUESTION #48**

VISION: Would the group be willing to accept online ID cards for the Vision benefit in lieu of a home mailing?

ANSWER TO QUESTION #48:

Refer to Section 4.6.1 of the RFP, which states ID cards will be mailed annually directly to the employee's home, with the postage costs to be paid by the Awardee(s). Member handbooks and certificate of coverage are to be mailed, in a timely manner, directly to the employee's home, with postage cost to be paid by the Awardee(s). The format and any additions or changes to ID cards shall be approved by the benefits Department. The proposal respondent has the ability to respond – Yes, Can Comply, Yes, Can Comply But With Deviations (and list the deviations) and No, Cannot Comply.

➤ **QUESTION #49**

VISION: Under the Basic Plan, In Network Column, please explain in more detail what "\$75 allowance with discounts received in network" means?

ANSWER TO QUESTION #49:

This benefit applies to both the Basic and Enhanced plans and is a \$75 allowance towards Lasik surgery in lieu of all other annual benefits.

➤ **QUESTION #50**

VISION: Please provide detail regarding the covered progressive lens utilization within the past 12 months.

ANSWER TO QUESTION #50:

Refer to Attachment V and Attachment Z of this Addendum.

➤ **QUESTION #51**

DENTAL: Please provide the carrier SPDs with the current benefit details for each plan.

ANSWER TO QUESTION #51:

Refer to Attachment G of the RFP.

➤ **QUESTION #52**

DENTAL: Are the benefit details in Attachment C-1 the current benefits? If so, to which carrier's plan(s)?

ANSWER TO QUESTION #52:

No, these benefits are a sampling of the current benefits. Refer to Attachment G for each of the current carrier's plan(s).

➤ **QUESTION #53**

DENTAL: Have there been any benefit changes in the past 3 years?

ANSWER TO QUESTION #53:

No.

➤ **QUESTION #54**

DENTAL: What is the out-of-network reimbursement level for the 2 MetLife DPPOs and the 2 CompBenefit DPPOs?

ANSWER TO QUESTION #54:

Refer to Question 1 of this Addendum.

➤ **QUESTION #55**

DENTAL: Please provide 3 years of monthly claims, premium and enrollment per plan for the MetLife DPPO plans.

ANSWER TO QUESTION #55:

Refer to Attachment U of this Addendum for additional data and refer to Attachment E of the RFP.

➤ **QUESTION #56**

DENTAL: Is Oct 2010 data available on the MetLife DPPO plans?

ANSWER TO QUESTION #56:

Yes, Refer to Attachment X of this Addendum.

➤ **QUESTION #57**

DENTAL: Please provide the utilization for in-network vs. out-of-network by plan for the 2 MetLife DPPOs and the 2 CompBenefit DPPOs.

ANSWER TO QUESTION #57:

CompBenefits – Refer to Attachment Y of this Addendum.

MetLife – The in-network utilization on the PPO plans is approximately 60% - 65%.

➤ **QUESTION #58**

DENTAL: Please provide the in-network discount by plan for the 2 MetLife DPPOs and the 2 CompBenefit DPPOs.

ANSWER TO QUESTION #58:

CompBenefits' in-network discount is approximately 30% for both General and Specialty dentists.

MetLife's in-network discounts for SBBC plans range from 25% - 30%.

➤ **QUESTION #59**

DENTAL: Please advise why the enrollment has been declining on the CompBenefits Basic DPPO? Is it expected to continue?

ANSWER TO QUESTION #59:

Each year all employees, retirees, and COBRA qualified beneficiaries are given the opportunity to elect dental coverage for the offered dental plans. It is up to each individual to make their own selection.

➤ **QUESTION #60**

DENTAL: Please provide a retiree census that identifies the carrier and plan selection (or advise how to identify them if on the census provided).

ANSWER TO QUESTION #60:

Refer to Attachment D in the RFP and Addendum One for additional census data. Within each Excel document there are a number of tabs at the bottom that each provide a carrier name and type of data.

➤ **QUESTION #61**

DENTAL: Are all plans offered to active and retirees or are certain plans offered to specific populations? If the plans differ, which plans are available to each population group?

ANSWER TO QUESTION #61:

All plans are offered to actives and retirees.

➤ **QUESTION #62**

I reviewed the vision census which has both Retirees and Cobras in particular those with direct billing. Both use the same code for the basic vision plan (VS782 Y) and the enhanced one (VS783 Y). There is no distinction between the Retirees and the Cobras. In creating the geo access reports do you want the Retirees and/or Cobras included. If only the Retirees, is there a way to distinguish them.

ANSWER TO QUESTION #62:

Yes, combine the actives, retirees and COBRA members.

TABLE OF CONTENTS

| | | <u>Page</u> |
|-----|--------------------------------------------------------------------------------|-------------|
| 1.0 | Required Response Form | 1 |
| 2.0 | Introduction and General Information | 2 |
| 3.0 | Calendar | 5 |
| 4.0 | Information to be Included in the Submitted Proposals | 6 |
| 5.0 | Evaluation of Proposals | 14 |
| 6.0 | Special Conditions | 15 |
| 7.0 | General Conditions | 17 |
| | Attachment A – Questionnaires | |
| | A1 – Dental Questionnaire | |
| | A2 – Vision Questionnaire | |
| | Attachment B – Financial Response Forms | |
| | B1 – Dental Financial Response Form | |
| | B2 – Vision Financial Response Form | |
| | Attachment C – Plan Designs | |
| | C1 – Dental Plan Designs | |
| | C2 – Vision Plan Designs | |
| | Attachment D – Census Data (Includes Active Employees and Retirees) | |
| | Attachment E – Dental Claims Experience | |
| | Attachment F – Vision Claims Experience | |
| | Attachment G – Dental Certificate of Coverage / Current SBBC Agreements | |
| | Attachment H – Vision Certificate of Coverage / Current SBBC Agreements | |
| | Attachment I – Dental Performance Standards / Guarantees | |
| | Attachment J – Vision Performance Standards / Guarantees | |
| | Attachment K – SBBC Enrollment Form | |
| | Attachment L – SBBC Sample Agreement | |
| | Attachment M – SBBC HIPAA Business Associate Agreement | |
| | Attachment N – M/WBE | |
| | N1 - M/WBE Utilization Report | |
| | N2 - Employment Diversity Statistics | |
| | N3 - M/WBE Participation | |
| | N4 – SBBC Diversity Policy 1.5 and Supplier Diversity and Outreach Policy 7007 | |
| | N5 – M/WBE Vendor List | |
| | Attachment O – Domestic Partners Policy | |
| | Attachment P – Guarantee Letter of Commitment and Guarantee Form | |
| | Attachment Q - Disclosure of Potential Conflict of Interest | |
| | Attachment R - W-9 Form | |
| | Attachment S – Drug Free Workplace | |
| | Attachment T - Statement of “No Response” | |
| | Attachment U – Additional Dental Claims Data | |
| | Attachment V – List of Current Progressive Lens | |
| | Attachment W – Sample Vision ID Card | |
| | Attachment X – Additional Dental MetLife Claims Data | |
| | Attachment Y – Additional CompBenefits Dental Utilization Data | |
| | Attachment Z – Vision Utilization Report | |

-REVISED-

ATTACHMENT G- Revised

G1 – Dental Certificate of Insurance

G2 – Dental Current SBBC Agreements

For your convenience, the Certificates of Insurance (G1) are **ONLY** available through the following website:

<http://www.broward.k12.fl.us/benefits>

Click on Dental book and then click on the “Certificates of Coverage”

**SECOND AMENDMENT TO
AGREEMENT**

THIS SECOND AMENDMENT TO AGREEMENT entered into on the 17th day of August, 2010 by and between:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

(hereinafter referred to as "SBBC")
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue,
Fort Lauderdale, Florida 33301

and

HUMANA, INC.

A Delaware corporation for profit whose principal place of business is
500 West Main Street
Louisville, Kentucky 40202

and

COMPBENEFITS INSURANCE COMPANY

A wholly owned subsidiary of Humana, Inc.
(hereinafter collectively referred to as "CompBenefits")
whose principal place of business is
100 Mansell Court East, Suite 400
Rosewell, Georgia 30076

WHEREAS, SBBC and CompBenefits entered into an Agreement dated July 26, 2005 (hereinafter "Agreement") for Group Vision Care Insurance for School Board Employees and Dependents under RFP 26-001V; and

WHEREAS, SBBC and CompBenefits entered into a First Amendment to Agreement dated September 10, 2009 (hereinafter "First Amendment"); and

NOW THEREFORE, in consideration of the premises and of the mutual covenants contained herein and the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLES

1. **Recitals.** The Parties agree that the foregoing recitals are true and correct and that such recitals are herein incorporated by reference.
2. **Premiums.** The premiums/rates for the period January 1, 2011 through December 31, 2011 shall be:

| | <u>Basic Plan</u> | <u>Enhanced Plan</u> |
|----------------------------|-------------------|----------------------|
| Employee Only | \$ 3.84 | \$ 5.00 |
| Employee and One Dependent | 9.50 | 12.36 |
| Employee and Family | 13.79 | 17.98 |

4. **Background Screening.** CompBenefits agrees to comply with all the requirements of Sections 1012.32 and 1012.465, Florida Statutes, and that CompBenefits and all its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. Personnel shall include employees, representatives, agents or sub-contractors performing duties under the contract to SBBC and who meet any or all of the three requirements identified above. This background screening will be conducted by SBBC in advance of CompBenefits or its personnel providing any services. CompBenefits will bear the cost of acquiring the background screening required under Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to CompBenefits and its personnel. The Parties agree that the failure of CompBenefits to perform any of the duties described in this section shall constitute a material breach of this RFP/BID entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. CompBenefits agrees to indemnify and hold harmless SBBC, its officers and employees of any liability in the form of physical or mental injury, death or property damage resulting in CompBenefits's failure to comply with the requirements of this section or Sections 1012.32 and 1012.465, Florida Statutes.

SBBC issued identification badges must be worn at all times when on SBBC property and must be worn where they are visible and easily readable.

L-1 Enrollment Services has been contracted to provide all background and fingerprinting services. All questions pertaining to fingerprinting, photo identification and background check services must be directed to the EasyPath Project Coordinator at 754-321-1830 or easypathinfo@L1ID.com. Each individual, for whom a SBBC photo identification badge is requested, must fill out the forms that are required, provide his/her driver's license and social security card, and must be fingerprinted. A background check will be conducted for each badge applicant. SBBC reserves the right to require additional information, should it be necessary, and to deny the issuance of a badge to an applicant. Any applicant, that has been denied a badge, is prohibited from entering SBBC property as an employee, sub-contractor or agent of CompBenefits. There will be two Web sites used for services: 1) <http://www.L1Enrollment.com> (used for scheduling and registering applicants) and 2) <http://sbbc-easypath.browardschools.com> (used for vendors to check

the status of applicants and order replacement badges). The total fee for the SBBC photo identification badge, fingerprinting and a FBI background check can be found at the following Web site: www.LIEnrollment.com. Payment options can be made by electronic check (e-check), Visa, MasterCard or use of an established escrow account code. These fees are non-refundable and are subject to change without notice. Badges are issued for a one-year period and must be renewed annually. The renewal date will be one year from date of issuance. Failure to renew the badge, at that time, will result in the vendor being required to re-apply and pay the going rate for badging and fingerprinting.

Vendors shall return expired and/or terminated employee badges to the following location: The School Board of Broward County, Florida, Attn: L-1 Enrollment Services, 600 SE 3rd Avenue, Fort Lauderdale, Florida 33301.

5. **Priority of Documents.** In the event of a conflict between the documents, the following priority of documents shall govern:

- First: Second Amendment to Agreement
- Second: First Amendment to Agreement
- Third: The Agreement;
- Fourth: Addendum Number Three [dated March 11, 2005] to the RFP;
- Fifth: Addendum Number Two [dated February 28, 2005] to the RFP;
- Sixth: Addendum Number One [dated February 24, 2005] to the RFP;
- Seventh: RFP 26-001V "Group Vision Care Insurance for School Board Employees and Dependents"; and;
- Eighth: The Proposal submitted in response to the RFP by CompBenefits [dated March 28, 2005].

In case of any other doubt or difference of opinion, the decision of SBBC shall be final and binding on both parties.

6. **Notice.** When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To SBBC: Superintendent of Schools
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

With a Copy to: Executive Director, Benefits & EEO Compliance
The School Board of Broward County, Florida
7770 W. Oakland Park Boulevard, 1st Floor
Sunrise, Florida 33351

To CompBenefits: Alan Stewart, Segment Vice President
Humana, Inc./CompBenefits Insurance Company
100 Mansell Court East, Suite 400
Roswell, Georgia 30076

With a Copy to: Mo Estevez, Account Executive – Major Accounts
Humana, Inc./CompBenefits Insurance Company
3401 S.W. 160th Avenue
Miramar, Florida 33027

7. **Terms of Agreement.** Except as expressly provided herein, all terms and conditions set forth in this Agreement and Amendment shall remain in force and effect for the contract term specified within this Addendum.
8. **Authority.** Each person signing this Amendment to Agreement on behalf of either party individually warrants that he or she has the full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

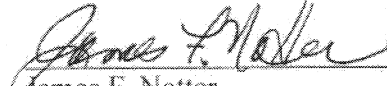
IN WITNESS WHEREOF, the parties hereto have executed this Amendment to Agreement through their duly authorized representatives.

FOR SBBC

(Corporate Seal)

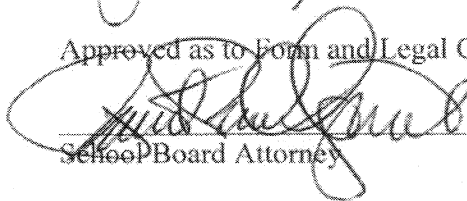
THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

ATTEST:


James F. Notter
Superintendent of Schools

By: 
Jennifer Leonard Gottlieb, Chair

Approved as to Form and Legal Content:


School Board Attorney

FOR HUMANA, INC.
AND
COMPBENEFITS

(Corporate Seal)

Attest: _____
Secretary

By:
Alan Stewart, Segment Vice President
of Humana, Inc. and Authorized Signer of
CompBenefits Insurance Company

-Or-

Witness

Witness

STATE OF Georgia
COUNTY OF Fulton

The foregoing instrument was acknowledged before me this 28 day of June, 2010,
by Alan Stewart of Humana, Inc./CompBenefits Insurance Company. He took an oath and is
personally known to me or has produced _____ as identification.

(SEAL)

My Commission expires:

May 2011

Deborah Gross
Signature – Notary Public

Deborah Gross
Printed Name of Notary

**FIRST AMENDMENT TO
AGREEMENT**

THIS FIRST AMENDMENT TO AGREEMENT entered into on the 10th day of September, 2009 by and between:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

(hereinafter referred to as "SBBC")

a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue,
Fort Lauderdale, Florida 33301

and

HUMANA, INC.

A Delaware corporation for profit whose principal place of business is
500 West Main Street
Louisville, Kentucky 40202

and

COMPBENEFITS INSURANCE COMPANY

A wholly owned subsidiary of Humana, Inc.
(hereinafter collectively referred to as "CompBenefits")
whose principal place of business is
100 Mansell Court East, Suite 400
Rosewell, Georgia 30076

WHEREAS, SBBC and CompBenefits entered into an Agreement dated July 26, 2005 (hereinafter "Agreement") for Group Vision Care Insurance for School Board Employees and Dependents under RFP 26-001V; and

NOW THEREFORE, in consideration of the premises and of the mutual covenants contained herein and the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLES

1. **Recitals.** The Parties agree that the foregoing recitals are true and correct and that such recitals are herein incorporated by reference.

2. **Premiums.** The premiums/rates for the period January 1, 2010 through December 31, 2010 shall be:

| | <u>Basic Plan</u> | <u>Enhanced Plan</u> |
|----------------------------|-------------------|----------------------|
| Employee Only | \$ 3.84 | \$ 4.39 |
| Employee and One Dependent | 9.50 | 10.85 |
| Employee and Family | 13.79 | 15.77 |

3. **Background Screening.** CompBenefits agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and that CompBenefits and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of CompBenefits or its personnel providing any services under the conditions described in the previous sentence. CompBenefits will bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to CompBenefits and its personnel. The Parties agree that the failure of CompBenefits to perform any of the duties described in this section shall constitute a material breach of the Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under the Agreement. CompBenefits agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting in CompBenefits's failure to comply with the requirements of this section or Sections 1012.32 and 1012.465, Florida

4. **Priority of Documents.** In the event of a conflict between the documents, the following priority of documents shall govern:

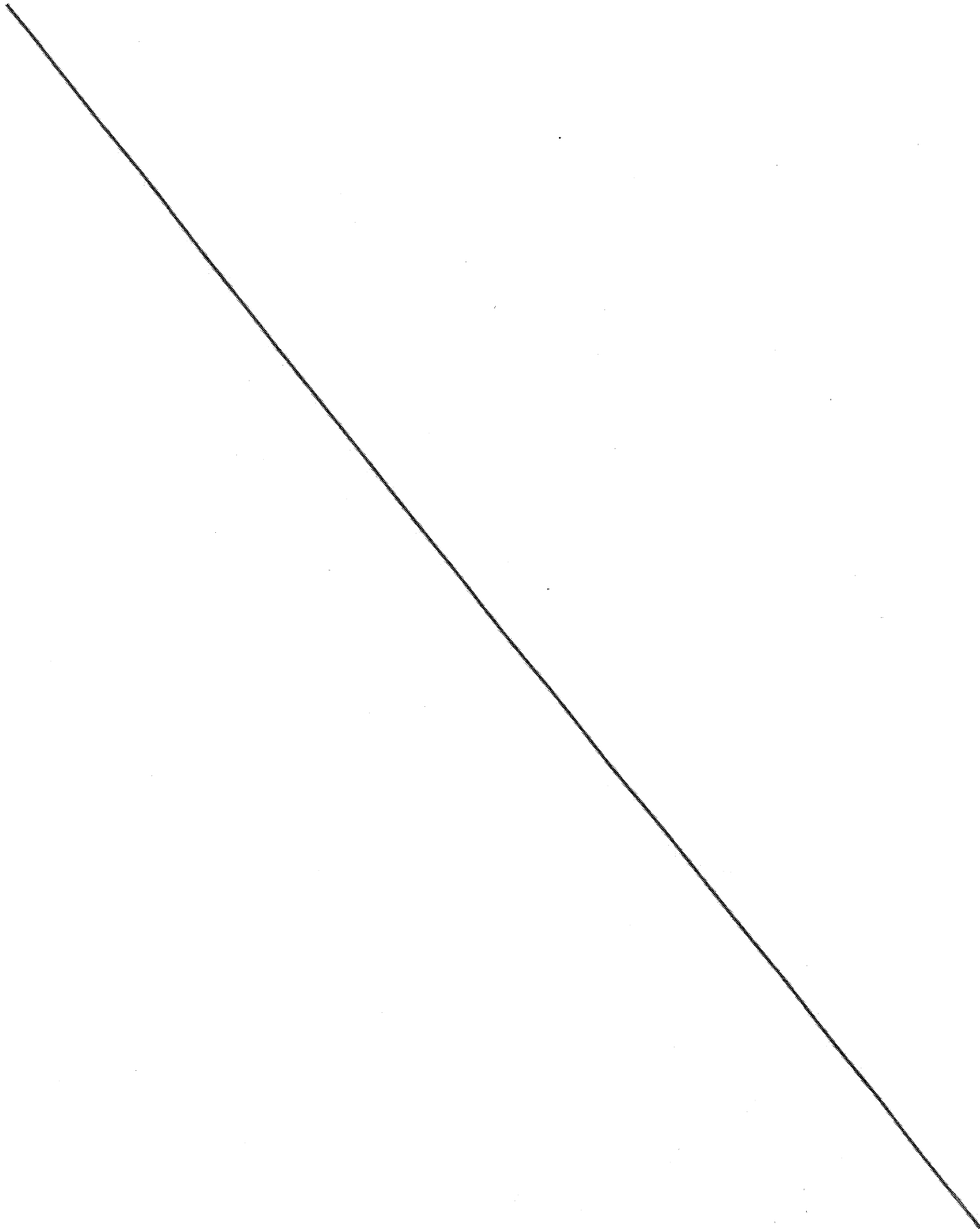
- First: First Amendment to Agreement
- Second: The Agreement;
- Third: Addendum Number Three [dated March 11, 2005] to the RFP;
- Fourth: Addendum Number Two [dated February 28, 2005] to the RFP;
- Fifth: Addendum Number One [dated February 24, 2005] to the RFP;
- Sixth: RFP 26-001V "Group Vision Care Insurance for School Board Employees and Dependents"; and;
- Seventh: The Proposal submitted in response to the RFP by CompBenefits [dated March 28, 2005].

In case of any other doubt or difference of opinion, the decision of SBBC shall be final and binding on both parties.

5. **Terms of Agreement.** Except as expressly provided herein, all terms and conditions set forth in this Agreement and Amendment shall remain in force and effect for the contract term specified within this Addendum.
6. **Authority.** Each person signing this Amendment to Agreement on behalf of either party individually warrants that he or she has the full legal power to execute this

Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to Agreement through their duly authorized representatives.

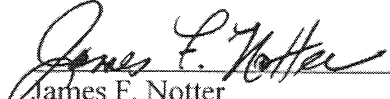


FOR SBBC

(Corporate Seal)

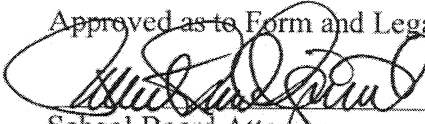
THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

ATTEST:


James F. Notter
Superintendent of Schools

By: 
Maureen S. Dinnen, Chair

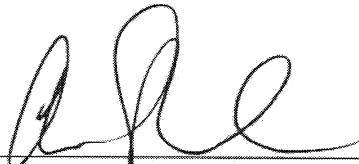
Approved as to Form and Legal Content:


School Board Attorney

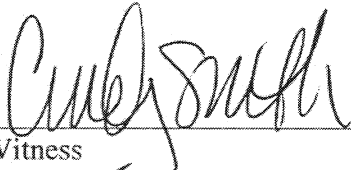
FOR HUMANA, INC.
AND
COMPBENEFITS

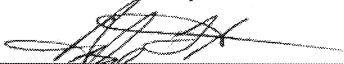
(Corporate Seal)

Attest: _____
Secretary

By: 
Alan Stewart, Segment Vice President
of Humana, Inc. And Authorized Signer of
CompBenefits Insurance Company

-Or-


Witness


Witness

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this 7 day of Aug., 2009,
by Alan Stewart. He took an oath and is personally known to me or has produced
_____ as identification.

My Commission expires:

(SEAL)


Signature – Notary Public

My Commission expires: May, 2011

Deborah Gross
Printed Name of Notary

AGREEMENT

THIS AGREEMENT is made and entered into as of this 26 day of July, 2005, by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

**COMPBENEFITS CORPORATION
AND**

COMPBENEFITS COMPANY
(a wholly owned subsidiary)
(hereinafter collectively referred to as "CompBenefits"),
whose principal place of business is
100 Mansell Court East, Suite 400, Roswell, Georgia 30076

WHEREAS, SBBC issued a Request for Proposal, identified as RFP 26-001V Group Vision Care Insurance for School Board Employees and Dependents, dated February 22, 2005, and amended by Addendum Number 1 dated February 24, 2005, Addendum Number 2 dated February 28, 2005, and Addendum Number 3 dated March 11, 2005 (hereafter referred to as "RFP") which are incorporated by reference herein, for the purpose of receiving proposals for Group Vision Care Insurance for School Board Employees and Dependents; and

WHEREAS, CompBenefits offered a proposal dated March 28, 2005, (hereafter referred to as "Proposal") which is incorporated by reference herein, in response to RFP; and

WHEREAS, CompBenefits desires to provide to SBBC and SBBC desires to receive from CompBenefits Group Vision Care Insurance for SBBC employees and dependents as described in the RFP.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1 - RECITALS

1.01 Recitals. The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 - SPECIAL CONDITIONS

2.01 Term of Agreement. The term of this Agreement shall commence on January 1, 2006, and continue through and including December 31, 2010 unless terminated earlier pursuant to Section 3.04 of this Agreement. The term of the Agreement may, by mutual agreement between SBBC and CompBenefits, upon final School Board approval, be extended for three (3) additional one-year periods and, if needed by SBBC, 90 days beyond the expiration date of the final renewal period.

2.02 **Plan Design.** CompBenefits agrees to provide a basic plan design more fully described in Proposal as Vision Care Basic Plan Option 1. CompBenefits further agrees to provide an enhanced plan design more fully described in Proposal as Vision Care Enhanced Plan Option 1.

2.03 **Premiums.** The premium rates for the period January 1, 2006 through December 31, 2008 shall be:

| | Basic Plan | Enhanced Plan |
|----------------------------|---------------|------------------|
| Employee Only | \$ 3.76 | \$ 4.30 |
| Employee and One Dependent | \$ 9.31 | \$10.64 |
| Employee and Family | \$13.52 | \$15.46 |

The premium rates for the period January 1, 2009 through December 31, 2009 shall not exceed:

| | Basic Plan | Enhanced Plan |
|----------------------------|---------------|------------------|
| Employee Only | \$ 3.84 | \$ 4.39 |
| Employee and One Dependent | \$ 9.50 | \$10.85 |
| Employee and Family | \$13.79 | \$15.77 |

The premium rates for the period January 1, 2010 through December 31, 2010 shall not exceed:

| | Basic Plan | Enhanced Plan |
|----------------------------|---------------|------------------|
| Employee Only | \$ 3.87 | \$ 4.43 |
| Employee and One Dependent | \$ 9.59 | \$10.96 |
| Employee and Family | \$13.93 | \$15.92 |

2.04 **Turn Around Time.** CompBenefits agrees to provide a set of lens and frames within seven (7) business days provided the prescription is correct and no special coatings or procedures are necessary. CompBenefits further agrees to liquidated damages of \$250 for each failure to meet this performance guarantee.

2.05 **Out-of-Network Claims.** CompBenefits agrees to pay ninety (90) percent of all out-of-network clean claims within ten (10) business days on a quarterly basis. CompBenefits further agrees to liquidated damages of \$500 for each failure to meet this performance guarantee.

2.06 **Priority of Documents.** In the event of a conflict between the documents, the following priority of documents shall govern:

- First: The Agreement;
- Second: Addendum Number Three [dated March 11, 2005] to the RFP;
- Third: Addendum Number Two [dated February 28, 2005] to the RFP;
- Fourth: Addendum Number One [dated February 24, 2005] to the RFP;
- Fifth: RFP 26-001V "Group Vision Care Insurance for School Board Employees and Dependents"; and;
- Sixth: The Proposal submitted in response to the RFP by CompBenefits [dated March 28, 2005].

In case of any other doubt or difference of opinion, the decision of SBBC shall be final and binding on both parties.

2.07 **Indemnification.**

A. By SBBC: SBBC agrees to be fully responsible for its acts of negligence, or its agent's acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.

B. By CompBenefits: CompBenefits agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by CompBenefits, its agents, servants or employees; the equipment of CompBenefits, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of CompBenefits or the negligence of CompBenefits's agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by CompBenefits, SBBC or otherwise.

ARTICLE 3 – GENERAL CONDITIONS

3.01 **No Waiver of Sovereign Immunity.** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable.

3.02 **No Third Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

3.03 **Non-Discrimination.** The parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this Agreement because of race, age, religion, color, gender, national origin, marital status, disability or sexual orientation.

3.04 Termination. This Agreement may be canceled with or without cause by SBBC during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement.

3.05 Records. Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law.

3.06 Entire Agreement. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

3.07 Amendments. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.08 Preparation of Agreement. The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.09 Waiver. The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

3.10 Compliance with Laws. Each party shall comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.11 Governing Law. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.

3.12 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.13 Assignment. Neither this Agreement or any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.14 **Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.15 **Place of Performance.** All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

3.16 **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, unlawful, unenforceable or void in any respect, the invalidity, illegality, unenforceability or unlawful or void nature of that provision shall not effect any other provision and this Agreement shall be considered as if such invalid, illegal, unlawful, unenforceable or void provision had never been included herein.

3.17 **Notice.** When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To SBBC: Superintendent of Schools
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

With a Copy to: Director, Benefits
The School Board of Broward County, Florida
7770 West Oakland Park Boulevard, 1st Floor
Sunrise, Florida 33351-6704

To CompBenefits: CompBenefits Corporation
100 Mansell Court East, Suite 400
Roswell, Georgia 30076

With a Copy to: Al Hernandez, Assistant Vice-President of Major Accounts
CompBenefits
5775 Blue Lagoon Drive, Suite 400
Miami, Florida 33126

3.18 **Captions.** The captions, section numbers, article numbers, title and headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.19 **Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

3.20 **Excess Funds.** Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC with interest calculated from the date of the erroneous payment or overpayment. Interest shall be calculated using the interest rate for judgments under Section 55.03, Florida Statutes, applicable at the time the erroneous payment or overpayment was made by SBBC.

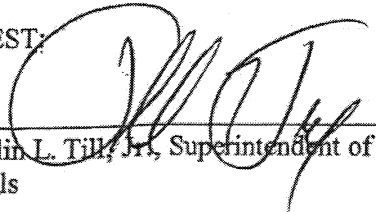
IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.

FOR SBBC

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

ATTEST:

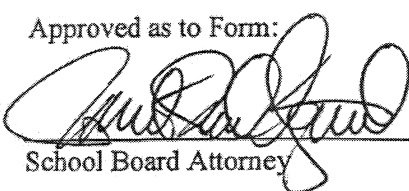


Franklin L. Till, Jr., Superintendent of
Schools

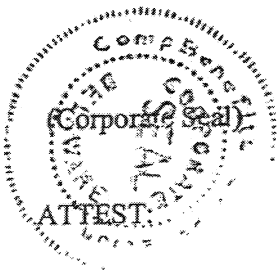
By 

Stephanie Arma Kraft, Esquire, Chair

Approved as to Form:



School Board Attorney



FOR COMPBENEFITS

COMPBENEFITS CORPORATION

By

Kevin MacDougall

Vice President of Major Accounts

_____, Secretary

Carol B. Bland
Witness

Pamela J. Bachman
Witness

The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.

STATE OF GEORGIA

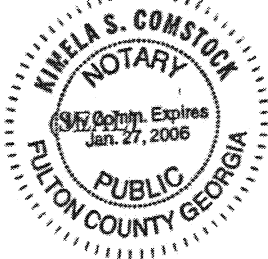
COUNTY OF FULTON

The foregoing instrument was acknowledged before me this 10th day of June, 2005 by Ken MacDougall of CompBenefits Corporation, on behalf of the corporation/agency.

He/She is personally known to me or produced identification and did/did not first take an oath. _____ as _____
Type of Identification

My Commission Expires:

January 27, 2006



Kimela S. Comstock
Signature - Notary Public

Kimela S. Comstock
Printed Name of Notary

N/A
Notary's Commission No.

ATTACHMENT U

Additional Dental Claims Data

DELTA DENTAL

4/19/2008

DeltaCare® USA

Group Utilization Reports

| REPORT TYPE | DESCRIPTION |
|----------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Group Occurrence Profile Report | This report presents a summary <i>by procedure</i> of all services received by the group's enrollees from assigned network dentists during a specified period. |
| Group Occurrence Profile by Categories | This report contains a summary of all procedures received by DeltaCare USA enrollees <i>by major dental categories</i> (i.e., restorative, prosthodontic, etc.) from assigned network dentists during a specified period. This report used in conjunction with the Occurrence Profile Report will enable groups to determine the distribution of procedures among major dental categories. |
| Group Utilization Rate Report | This report contains the total number of primary enrollee and dependent visits to network dentists, the percentage of dentists reporting utilization data for the group, and an average monthly group utilization rate during a specified period. The utilization rate is the average monthly utilization based on number of patient visits for the group; it does not reflect utilization on a per enrollee or per dependent basis. This information is provided by month, as well as in total. |

PLEASE NOTE: All of the above utilization reports exclude specialty care services received by members from in-network and out-of-network specialists.

DeltaCare[®] USA

Occurrence Profile by Categories Definitions

| PROCEDURE | DEFINITIONS |
|-----------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| DIAGNOSTIC | The procedures in this category are examinations, x-rays and study models. These services are used to determine the dental health of the enrollee and to plan the enrollee's treatment needs. |
| PREVENTIVE | This category includes cleanings, topical application of fluoride and tooth sealant. These services are done to avoid the need for more extensive dental care. |
| RESTORATIVE | This category is made up of fillings (amalgam and resin) and full crown coverage of teeth. These services are done to repair teeth damaged by decay or breakage. |
| ENDODONTIC | The procedures in this category are primarily root canals. Root canals are procedures done to save teeth from being lost (extracted) as a result of extensive decay or breakage. |
| PERIODONTAL | This category includes procedures involved in the treatment of gum disease. Procedures would include interceptive care (scaling and root planing) and extensive therapeutic periodontal surgery (gum surgery). Periodontal therapy is done to repair damage due to bone loss resulting from gum disease. |
| PROSTHODONTICS REMOVABLE | Partial and full dentures are generally the procedures found in this category. These appliances can be put in and taken out of the patient's mouth. Repairs and relining of full and partial dentures also fall into this category. |
| PROSTHODONTICS FIXED | The procedures in this category are those used to replace missing teeth. This would include appliances that are permanently cemented into the patient's mouth (fixed bridges), as well as repairs to fixed bridges. |
| SURGERY | Oral surgery is primarily the removal of teeth that cannot be saved with root canal therapy, periodontal therapy and/or fillings and crowns. Depending on the complexity of the extraction, the removal of teeth can be done by a general dentist or a specialist (oral surgeon). |
| OTHER | This category is made up of emergency treatment services and would include procedures to alleviate a patient's pain until he or she can be seen for more extensive care. This category would also include office visits where the patient was seen but no specific treatment was performed. |

11/13/06

UTIL DEFINITIONS

PAGE: 3

11:08:21

01/20/2009

CLIENT OCCURRENCE PROFILE REPORT

PRUCR3 44

CLIENTS WITH BLOCK CODE: VM SCHOOL BOARD OF BROWARD COUNTY

| PROC | JAN | FEB | MAR | APR | MAY | JUN | JUL | AUG | SEP | OCT | NOV | DEC | TOT | PROC % DIST |
|-------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-------------|
| DIAGNOSTIC | | | | | | | | | | | | | | |
| D0120 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 22 | 18 | 11 | 51 | 6.92% |
| D0140 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 12 | 4 | 0 | 16 | 2.17% |
| D0150 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 27 | 22 | 14 | 63 | 8.55% |
| D0170 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 1 | 0.14% |
| D0180 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 2 | 0 | 3 | 0.41% |
| D0210 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 8 | 12 | 5 | 25 | 3.39% |
| D0220 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 19 | 17 | 8 | 44 | 5.97% |
| D0230 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 10 | 11 | 8 | 29 | 3.93% |
| D0270 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 1 | 0.14% |
| D0272 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 9 | 4 | 1 | 14 | 1.90% |
| D0274 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 16 | 12 | 13 | 41 | 5.56% |
| D0330 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 3 | 6 | 6 | 15 | 2.04% |
| D0470 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 1 | 0.14% |
| D0999 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 163 | 108 | 54 | 325 | |
| SUBTOT | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 129 | 108 | 67 | 304 | 41.25% |
| PREVENTIVE | | | | | | | | | | | | | | |
| D110 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 58 | 29 | 16 | 103 | 13.98% |
| D1120 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 6 | 7 | 2 | 15 | 2.07% |
| D1203 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 4 | 7 | 1 | 12 | 1.63% |
| D1204 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 3 | 2 | 6 | 0.81% |
| D1330 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 10 | 13 | 4 | 27 | 3.66% |
| SUBTOT | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 79 | 59 | 25 | 163 | 22.12% |
| RESTORATIVE | | | | | | | | | | | | | | |
| D2150 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 1 | 0.14% |
| D2331 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 1 | 0 | 2 | 0.27% |
| D2332 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 1 | 0.14% |
| D2335 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 1 | 0 | 2 | 0.27% |
| D2391 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 11 | 1 | 1 | 13 | 1.76% |

PRVUCR3 4.4

CLIENT OCCURRENCE PROFILE REPORT

01/20/2009 11:08:21

PAGE: 4

CLIENTS WITH BLOCK CODE: V# SCHOOL BOARD OF BROWARD COUNTY

| PROC | JAN | FEB | MAR | APR | MAY | JUN | JUL | AUG | SEP | OCT | NOV | DEC | TOT | PROC % DIST |
|-------------------------------------------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-------------|
| D2392 Resin--Based Composite 2 Surf, Posterior | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 6 | 14 | 1 | 21 | 2.65% |
| D2393 Resin--Based Composite 3 Surf, Posterior | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 1 | 0 | 2 | 0.27% |
| D2394 Resin--Based Composite 4 Surf, Posterior | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 1 | 0.14% |
| D2652 Inlay--Composite/Resin-3 Surfaces (Lab) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 1 | 0.14% |
| D2740 Crown--Porcelain/Ceramic Substrate | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2 | 0 | 0 | 2 | 0.27% |
| D2750 Crown--Porc Fused to High Noble Metal | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 12 | 7 | 7 | 26 | 3.53% |
| D2751 Crown--Porc Fused to Predom. Base Metal | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 1 | 0.14% |
| D2752 Crown--Porcelain Fused to Noble Metal | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2 | 0 | 0 | 2 | 0.27% |
| D2915 Recement Cast or Prefab Post & Core | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 1 | 0.14% |
| D2920 Recement Crown | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 1 | 1 | 3 | 0.41% |
| D2940 Sedative Filling | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 1 | 0 | 2 | 0.27% |
| D2950 Core Buildup, Including Any Pins | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 8 | 6 | 3 | 17 | 2.31% |
| D2952 Cast Post and Core in Addition to Crown | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 1 | 0.14% |
| D2954 Prefabricated Post & Core Add. to Crown | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2 | 2 | 1 | 5 | 0.68% |
| D2999 Unspec. Restorative Procedure, By Report | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 3 | 1 | 0 | 4 | 0.54% |
| SUBTOT | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 54 | 37 | 17 | 108 | 14.65% |
| ENDODONTICS | | | | | | | | | | | | | | |
| D3110 Pulp Cap-Direct Excl Final Restoration | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2 | 0 | 2 | 0.27% |
| D3320 Endo Bicuspid (excl Final Restoration) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 1 | 0.14% |
| SUBTOT | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 2 | 0 | 3 | 0.41% |
| PERIODONTICS | | | | | | | | | | | | | | |
| D4211 Gingivectomy/Gingivoplasty-1-3 Cont Tth | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 3 | 2 | 1 | 6 | 0.81% |
| D4341 Perio Sealing & Root Planing, 4-Rth/Quad | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 16 | 12 | 3 | 31 | 4.21% |
| D4342 Perio Sealing & Root Planing-1-3Rth/Quad | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 1 | 2 | 0.27% |
| D4355 Full Mouth Debridement | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 7 | 7 | 2 | 16 | 2.17% |
| D4381 Localized Delivery of Antimicrobial Agent | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 8 | 3 | 0 | 11 | 1.49% |
| D4910 Periodontal Maintenance | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 13 | 7 | 6 | 26 | 3.53% |
| D4999 Unspecified Perio Procedure, By Report | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 5 | 4 | 1 | 10 | 1.38% |
| SUBTOT | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 52 | 36 | 14 | 102 | 13.94% |

| PRVUCR3 64 | | CLIENT OCCURRENCE PROFILE REPORT | | | | | | | | | | | | PAGE: 5 | |
|-----------------------------|-----------------------------------------|----------------------------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|----------|-------------|
| CLIENTS WITH BLOCK CODE: V# | | SCHOOL BOARD OF BROWARD COUNTY | | | | | | | | | | | | 11:08:21 | |
| | | 01/26/2009 | | | | | | | | | | | | | |
| PROC | | JAN | FEB | MAR | APR | MAY | JUN | JUL | AUG | SEP | OCT | NOV | DEC | TOT | PROC % DIST |
| PROSTHODONTICS/REMOVABLE | | | | | | | | | | | | | | | |
| D5140 | Immediate Lower Denture (Mandibular) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 1 | 0.14% |
| D5211 | Upper Partial Denture--Resin Base | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 1 | 0.14% |
| D5212 | Lower Partial Denture--Resin Base | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 1 | 0.14% |
| D5741 | Reline Partial Lower Denture, Chairside | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 1 | 0.14% |
| D5751 | Reline Complete Lower Denture, Lab | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 1 | 0.14% |
| D5999 | Unspecified Max. Prosthesis, by Report | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 1 | 0.14% |
| SUBTOT | | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 3 | 0 | 3 | 6 | 0.81% |
| PROSTHODONTICS (FIXED) | | | | | | | | | | | | | | | |
| D6740 | Crown--Porcelain/Ceramic | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 4 | 0 | 4 | 0.54% |
| SUBTOT | | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 4 | 0 | 4 | 0.54% |
| ORAL SURGERY | | | | | | | | | | | | | | | |
| D7140 | Extraction--Erupted Tooth/Exposed Root | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 1 | 2 | 0.27% |
| D7210 | Surgical Removal of Erupted Tooth | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2 | 0 | 6 | 8 | 1.09% |
| D7220 | Removal of Impacted Tooth--Soft Tissue | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 1 | 0.14% |
| D7311 | Alveoplasty with Extractions, 1-3 Teeth | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 1 | 0.14% |
| D7450 | Remove Benign Odon. Cyst-Dia. To 1.25 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 1 | 0.14% |
| D7999 | Unspec. Oral Surg. Procedure, by Report | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 1 | 0.14% |
| SUBTOT | | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 5 | 2 | 7 | 14 | 1.90% |
| ADJUNCTIVE GENERAL SERVICES | | | | | | | | | | | | | | | |
| D9110 | Palliative Treatment of Dental Pain | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 3 | 3 | 1 | 7 | 0.95% |
| D9215 | Local Anesthesia | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 1 | 0.14% |
| D9230 | Analgesia, Anxiolysis, Nitrous Oxide | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 1 | 0.14% |
| D9310 | Consultation | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2 | 0 | 0 | 2 | 0.27% |

PAGE: 6

11:08:21

01/20/2009

CLIENT OCCURRENCE PROFILE REPORT

PRVUCR3 &4

CLIENTS WITH BLOCK CODE: V# SCHOOL BOARD OF BROWARD COUNTY

| PROC | JAN | FEB | MAR | APR | MAY | JUN | JUL | AUG | SEP | OCT | NOV | DEC | TOT | PROC % DIST |
|------------------------------------------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-------------|
| D9430 Office Visit for Observation | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2 | 0 | 1 | 3 | 0.41% |
| D9630 Other Drugs and/or Medicaments, by Rpt | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2 | 8 | 1 | 11 | 1.49% |
| D9940 Occlusal Guard, by Report | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2 | 0 | 0 | 2 | 0.27% |
| D9951 Occlusal Adjustment--Limited | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2 | 1 | 0 | 3 | 0.41% |
| D9999 Unspecified Adjunctive Procedure, by Rpt | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2 | 1 | 3 | 0.41% |
| SUBTOT | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 13 | 16 | 4 | 33 | 4.48% |
| GRAND TOTAL | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 336 | 264 | 137 | 737 | 100.00% |

** PROCEDURE D9999 (OFFICE VISIT FEE) NOT INCLUDED IN TOTALS

1/20/09 11:08:22 PAGE: 1

PRVUCR5 & 6 CLIENT OCCURRENCE PROFILE BY CATEGORIES
 FROM: 10/08 TO: 12/08
 PRVUCR6
 CLIENTS WITH BLOCK CODE: V# SCHOOL BOARD OF BROWARD COUNTY

| DATE | DIAGNOSTIC | PREVENTIVE | RESTORATIVE | ENDODONTIC | PERIODONTIC | PROSTHETICS | | SURGERY | OTHER | TOTAL |
|-------------------------|------------|------------|-------------|------------|-------------|-------------|-------|---------|-------|---------|
| | | | | | | REMOVABLE | FIXED | | | |
| OCT | 129 | 79 | 54 | 1 | 52 | 3 | | 5 | 13 | 336 |
| NOV | 108 | 59 | 37 | 2 | 36 | | 4 | 2 | 16 | 264 |
| DEC | 67 | 25 | 17 | | 14 | 3 | | 7 | 4 | 137 |
| | 304 | 163 | 108 | 3 | 102 | 6 | 4 | 14 | 33 | 737 |
| | 41.25% | 22.12% | 14.65% | 0.41% | 13.84% | 0.81% | 0.54% | 1.90% | 4.48% | 100.00% |
| TOTAL | 304 | 163 | 108 | 3 | 102 | 6 | 4 | 14 | 33 | 737 |
| Compared to: | 41.25% | 22.12% | 14.65% | 0.41% | 13.84% | 0.81% | 0.54% | 1.90% | 4.48% | 100.00% |
| 2007 | 51.62% | 17.45% | 13.59% | 0.91% | 8.43% | 1.02% | 0.97% | 2.04% | 3.97% | 100.00% |
| Companywide Percentages | | | | | | | | | | |

** PROCEDURE D0999 (OFFICE VISIT FEE) NOT INCLUDED IN TOTALS

UTLRPTR1&4

CLIENT UTILIZATION RATE REPORT

1/20/09 PAGE: 1

CLIENTS WITH BLOCK CODE: V# SCHOOL BOARD OF BROWARD COUNTY

| PERIOD | EMPLOYEE VISITS | DEPENDENT VISITS | UTILIZATION RATE | PANEL REPORTING | % OF PANEL REPORTING | % OF ALL ENROLLEES |
|-------------------------------|--------------------|---------------------|---------------------|--------------------|-------------------------|-----------------------|
| OCT, 08 | 109 | 55 | 4.58% | 148 | 67.27% | 63.97% |
| NOV, 08 | 74 | 38 | 4.12% | 134 | 60.90% | 49.27% |
| DEC, 08 | 42 | 13 | 7.71% | 76 | 34.70% | 12.92% |
| FOURTH QUARTER, 08 | 225 | 106 | 4.72% | 358 | 54.32% | 42.13% |
| ** TOTAL | 225 | 106 | 4.72% | 358 | 54.32% | 42.13% |
| Compared to: | | | | | | |
| 2007 Companywide Percentages: | | | 7.70% | | 87.88% | 92.01% |

METLIFE

School Board of Broward County
For the Period 1/1/08 - 12/31/08

| | Premium Collected | Average EE Count | Claims Paid | Ann Claims per EE | EOBs | Ann EOBs per EE | Loss Ratio |
|----------------------------|-----------------------|------------------|-----------------------|-------------------|---------------|-----------------|-------------|
| Active Basic | \$373,650.11 | 941 | \$469,956.61 | \$499.69 | 3,785 | 4.02 | 1.26 |
| Active Enhanced | \$3,006,665.05 | 6,941 | \$4,403,497.70 | \$634.46 | 32,360 | 4.66 | 1.46 |
| Total Active | \$3,380,315.16 | 7,881 | \$4,873,454.31 | \$618.38 | 36,145 | 4.59 | 1.44 |
| Retiree/COBRA Basic | \$25,243.27 | 69 | \$35,471.75 | \$512.54 | 276 | 3.99 | 1.41 |
| Retiree/COBRA Enhanced | \$171,816.61 | 442 | \$297,675.66 | \$672.74 | 2,345 | 5.30 | 1.73 |
| Total Retiree/COBRA | \$197,059.88 | 512 | \$333,147.41 | \$651.07 | 2,621 | 5.12 | 1.69 |
| Grand Total | \$3,577,375.04 | 8,393 | \$5,206,601.72 | \$620.37 | 38,766 | 4.62 | 1.46 |

| | | |
|-------------------|--------------|-----------------|
| | <u>Basic</u> | <u>Enhanced</u> |
| EE only | \$22.76 | \$23.90 |
| (Dual EE Spouses) | \$40.64 | \$43.68 |
| EE + 1 | \$42.60 | \$45.74 |
| EE + Family | \$63.44 | \$73.61 |

2008 Prem, Claims, EOBs, Rates
C:\DOCUME~1\bcrowe\LOCALS~1\Temp\notesE1EF34\SBBC Financial Information A.xls

School Board of Broward County
Claims Paid for 2008 Basic PPO Plan - Active Only

| Procedure Code | Number of Procedures | Benefits Paid |
|----------------|----------------------|---------------|
| D0120 | 1,329 | 37,866.10 |
| D0140 | 238 | 8,804.40 |
| D0145 | 1 | 23.00 |
| D0150 | 312 | 12,483.38 |
| D0160 | 6 | 377.30 |
| D0170 | 5 | 187.00 |
| D0180 | 32 | 1,136.50 |
| D0210 | 274 | 19,606.00 |
| D0220 | 459 | 6,327.30 |
| D0230 | 214 | 2,018.90 |
| D0240 | 6 | 131.00 |
| D0260 | 1 | 35.00 |
| D0270 | 20 | 88.00 |
| D0272 | 161 | 3,144.10 |
| D0273 | 1 | 30.00 |
| D0274 | 491 | 15,585.40 |
| D0277 | 16 | 537.30 |
| D0322 | 1 | - |
| D0330 | 61 | 2,904.80 |
| D0340 | 1 | 75.00 |
| D0350 | 2 | - |
| D0431 | 6 | - |
| D0460 | 9 | 29.00 |
| D0470 | 2 | 122.00 |
| D1110 | 1,702 | 94,640.00 |
| D1120 | 211 | 9,639.40 |
| D1203 | 192 | 4,856.30 |
| D1204 | 90 | 652.50 |
| D1206 | 6 | 135.00 |
| D1330 | 51 | - |
| D1351 | 123 | 1,731.60 |
| D1510 | 1 | 253.00 |
| D1515 | 1 | 305.00 |
| D2140 | 211 | 13,603.60 |
| D2150 | 242 | 16,638.90 |
| D2160 | 113 | 9,683.20 |
| D2161 | 31 | 3,528.30 |
| D2330 | 54 | 3,500.70 |
| D2331 | 41 | 2,866.15 |
| D2332 | 32 | 2,583.60 |
| D2335 | 33 | 3,184.90 |
| D2381 | - | - |
| D2391 | 102 | 6,355.50 |
| D2392 | 76 | 5,240.50 |
| D2393 | 49 | 3,554.50 |
| D2394 | 16 | 1,640.80 |
| D2543 | - | - |
| D2610 | 1 | - |
| D2620 | 1 | - |
| D2630 | - | - |

School Board of Broward County
 Claims Paid for 2008 Basic PPO Plan - Active Only

| Procedure Code | Number of Procedures | Benefits Paid |
|----------------|----------------------|---------------|
| D2642 | - | - |
| D2643 | - | - |
| D2644 | - | - |
| D2740 | 21 | 3,402.20 |
| D2750 | 75 | 13,289.50 |
| D2751 | 2 | 630.00 |
| D2752 | 7 | 1,047.50 |
| D2782 | 1 | - |
| D2790 | 105 | 32,617.00 |
| D2791 | 2 | 563.00 |
| D2792 | 20 | 5,258.80 |
| D2810 | 1 | - |
| D2920 | 14 | 193.50 |
| D2930 | 2 | 127.00 |
| D2932 | 3 | - |
| D2940 | 9 | 112.10 |
| D2950 | 119 | 3,940.10 |
| D2952 | 1 | - |
| D2954 | 31 | 1,708.60 |
| D2955 | 1 | - |
| D2960 | - | - |
| D2962 | 2 | - |
| D2970 | - | - |
| D2980 | 2 | 56.50 |
| D2999 | 2 | - |
| D3110 | 6 | 132.80 |
| D3120 | 16 | 320.38 |
| D3220 | 2 | 92.00 |
| D3221 | 5 | 116.60 |
| D3240 | 1 | 162.40 |
| D3310 | 5 | 2,260.30 |
| D3320 | 17 | 5,264.80 |
| D3330 | 57 | 27,663.70 |
| D3331 | 1 | - |
| D3348 | 3 | 2,225.40 |
| D3450 | 1 | - |
| D3910 | 6 | - |
| D3920 | 1 | 186.40 |
| D3950 | 4 | - |
| D4210 | 2 | - |
| D4211 | 7 | 268.80 |
| D4240 | 1 | - |
| D4241 | 1 | 357.70 |
| D4249 | 4 | 582.00 |
| D4260 | 8 | - |
| D4261 | 2 | 331.20 |
| D4263 | 6 | - |
| D4264 | 1 | - |
| D4265 | 1 | - |
| D4266 | 1 | - |

School Board of Broward County
 Claims Paid for 2008 Basic PPO Plan - Active Only

| Procedure Code | Number of Procedures | Benefits Paid |
|----------------|----------------------|---------------|
| D4273 | 3 | 836.60 |
| D4276 | - | - |
| D4341 | 233 | 16,992.40 |
| D4342 | 64 | 2,695.90 |
| D4355 | 47 | 1,222.30 |
| D4381 | 188 | 1,173.00 |
| D4910 | 157 | 4,957.60 |
| D4999 | 16 | - |
| D5110 | 4 | 1,402.40 |
| D5120 | 1 | 435.00 |
| D5130 | 1 | 492.00 |
| D5212 | 2 | 894.80 |
| D5213 | 7 | 2,638.80 |
| D5214 | 3 | 916.00 |
| D5421 | 1 | 19.00 |
| D5510 | 1 | 51.00 |
| D5520 | 2 | 104.60 |
| D5610 | 1 | 33.00 |
| D5650 | 2 | 107.00 |
| D5660 | 1 | 71.00 |
| D5760 | 2 | 116.50 |
| D5761 | 1 | 116.50 |
| D6010 | 4 | - |
| D6056 | 4 | - |
| D6057 | 1 | - |
| D6058 | 4 | - |
| D6069 | 3 | 398.00 |
| D6065 | 2 | - |
| D6067 | 2 | 411.50 |
| D6080 | 1 | - |
| D6199 | 2 | - |
| D6210 | 6 | 1,691.10 |
| D6211 | 1 | 283.50 |
| D6212 | 2 | 603.50 |
| D6240 | 11 | 1,850.10 |
| D6241 | - | - |
| D6242 | 6 | 996.00 |
| D6245 | - | - |
| D6604 | 2 | 455.00 |
| D6740 | 1 | 335.50 |
| D6750 | 16 | 3,378.60 |
| D6752 | 12 | 2,626.70 |
| D6790 | 5 | 681.80 |
| D6792 | 5 | 1,501.00 |
| D6930 | 3 | 57.60 |
| D6973 | 5 | 204.50 |
| D7110 | 1 | - |
| D7111 | 2 | 90.40 |
| D7130 | 2 | - |
| D7140 | 46 | 2,345.50 |

School Board of Broward County
 Claims Paid for 2008 Basic PPO Plan - Active Only

| Procedure Code | Number of Procedures | Benefits Paid |
|----------------|----------------------|---------------|
| D7210 | 67 | 5,521.20 |
| D7220 | 7 | 927.20 |
| D7230 | 12 | 1,826.20 |
| D7240 | 33 | 6,784.60 |
| D7250 | 5 | 471.30 |
| D7286 | 1 | - |
| D7310 | 5 | - |
| D7311 | 1 | - |
| D7451 | 1 | 512.80 |
| D7510 | 2 | 108.00 |
| D7953 | 1 | - |
| D7960 | 2 | 567.70 |
| D7999 | 1 | - |
| D8080 | - | - |
| D8090 | - | - |
| D8670 | 1 | - |
| D9110 | 22 | 984.00 |
| D9215 | 5 | - |
| D9220 | 14 | 2,327.50 |
| D9221 | 23 | 1,592.90 |
| D9230 | 15 | - |
| D9241 | 6 | 160.80 |
| D9242 | 1 | 39.20 |
| D9248 | 3 | - |
| D9310 | 14 | 290.50 |
| D9410 | 1 | - |
| D9430 | 3 | - |
| D9440 | 1 | - |
| D9610 | 6 | - |
| D9630 | 77 | - |
| D9910 | 30 | 126.90 |
| D9911 | 4 | 33.40 |
| D9920 | 3 | - |
| D9940 | 5 | - |
| D9950 | 1 | - |
| D9951 | 22 | 248.90 |
| D9952 | 1 | 240.00 |
| D9971 | 2 | - |
| D9999 | 19 | - |
| D9310 | 5 | 85.60 |
| D9410 | 2 | - |
| D9420 | 1 | - |
| D9430 | 3 | - |
| D9610 | 5 | - |
| D9630 | 57 | - |
| D9910 | 22 | 165.40 |
| D9911 | 14 | 269.60 |
| D9940 | 8 | - |
| D9941 | 1 | - |
| D9950 | 2 | - |

School Board of Broward County
Claims Paid for 2008 Basic PPO Plan - Active Only

| Procedure Code | Number of Procedures | Benefits Paid |
|----------------|----------------------|-------------------|
| D9951 | 9 | 199.20 |
| D9952 | 1 | 50.00 |
| D9971 | 1 | - |
| D9972 | 1 | - |
| D9999 | 23 | - |
| Total | 9,064 | 475,733.81 |

School Board of Broward County
 Claims Paid for 2008 Basic PPO Plan - Retiree and Cobra Only

| Procedure Code | Number of Procedures | Benefits Paid |
|----------------|----------------------|---------------|
| D0120 | 104 | 2,732.70 |
| D0140 | 23 | 873.20 |
| D0150 | 17 | 842.65 |
| D0160 | 1 | 35.00 |
| D0170 | 1 | 38.00 |
| D0180 | 7 | 221.50 |
| D0210 | 15 | 1,122.30 |
| D0220 | 39 | 495.60 |
| D0230 | 20 | 123.10 |
| D0272 | 6 | 168.80 |
| D0274 | 38 | 1,122.70 |
| D0277 | 3 | 117.00 |
| D0330 | 4 | 322.00 |
| D0340 | 1 | 75.00 |
| D0350 | 1 | - |
| D0431 | 4 | - |
| D0460 | 1 | - |
| D0470 | 3 | 190.00 |
| D1110 | 149 | 7,789.50 |
| D1204 | 7 | 28.00 |
| D1330 | 8 | - |
| D2140 | 4 | 232.40 |
| D2150 | 8 | 313.90 |
| D2160 | 6 | 472.40 |
| D2161 | 1 | 97.60 |
| D2330 | 3 | 179.40 |
| D2331 | 4 | 275.60 |
| D2332 | 16 | 610.10 |
| D2335 | 2 | - |
| D2391 | 5 | 218.80 |
| D2392 | 2 | 92.00 |
| D2393 | 4 | 408.80 |
| D2394 | 0 | - |
| D2740 | 7 | - |
| D2750 | 11 | 1,421.00 |
| D2751 | 0 | - |
| D2752 | 0 | - |
| D2790 | 18 | 5,486.30 |
| D2791 | 1 | 167.70 |
| D2792 | 1 | 294.00 |
| D2920 | 4 | 29.50 |
| D2950 | 24 | 451.30 |
| D2954 | 1 | 30.00 |
| D2980 | 1 | 40.00 |
| D3221 | 1 | 17.60 |
| D3310 | 1 | 408.00 |
| D3330 | 7 | 2,860.80 |
| D3332 | 3 | 146.40 |
| D3450 | 2 | 302.50 |
| D3910 | 3 | - |

School Board of Broward County
 Claims Paid for 2008 Basic PPO Plan - Retiree and Cobra Only

| Procedure Code | Number of Procedures | Benefits Paid |
|----------------|-------------------------|---------------|
| D4211 | 1 | - |
| D4260 | 3 | - |
| D4261 | 4 | 950.00 |
| D4263 | 9 | 116.80 |
| D4265 | 3 | 255.50 |
| D4266 | 6 | 192.80 |
| D4341 | 27 | 1,691.00 |
| D4342 | 9 | 522.60 |
| D4355 | 8 | 96.00 |
| D4381 | 19 | 74.00 |
| D4910 | 16 | 409.60 |
| D4999 | 4 | - |
| D5110 | 2 | 422.50 |
| D5120 | 1 | - |
| D5213 | 2 | 464.50 |
| D5422 | 2 | - |
| D5640 | 2 | 101.00 |
| D5650 | 1 | 10.50 |
| D6010 | 7 | - |
| D6066 | 2 | - |
| D6210 | 1 | - |
| D6240 | 6 | 789.00 |
| D6750 | 6 | 393.50 |
| D6790 | 5 | 228.70 |
| D6930 | 2 | 23.00 |
| D6973 | 2 | - |
| D6980 | 1 | 53.50 |
| D7140 | 7 | 384.00 |
| D7210 | 4 | 497.40 |
| D7240 | 1 | 224.00 |
| D7250 | 2 | - |
| D7261 | 1 | 388.00 |
| D7510 | 1 | - |
| D7953 | 1 | - |
| D8670 | 2 | - |
| D9110 | 2 | 91.00 |
| D9215 | 1 | - |
| D9220 | 1 | - |
| D9221 | 4 | - |
| D9230 | 1 | - |
| D9310 | 2 | 27.50 |
| D9610 | 12 | - |
| D9630 | 1 | - |
| D9910 | 0 | - |
| D9911 | 3 | - |
| D9940 | 1 | - |
| D9950 | 0 | - |
| D9951 | 0 | - |
| D9970 | 1 | - |
| D9999 | 2 | - |

School Board of Broward County
Claims Paid for 2008 Basic PPO Plan - Retiree and Cobra Only

| Procedure Code | Number of Procedures | Benefits Paid |
|----------------|-------------------------|---------------|
| | 793 | 39,259.45 |

School Board of Broward County
 Claims Paid for 2008 Enhanced PPO Plan - Active Only

| Procedure Code | Number of Procedures | Benefits Paid |
|----------------|----------------------|---------------|
| D0120 | 8,927 | 251,005.04 |
| D0140 | 1,905 | 70,263.90 |
| D0145 | 1 | 51.30 |
| D0150 | 2,374 | 95,152.96 |
| D0160 | 38 | 1,671.10 |
| D0170 | 44 | 1,671.60 |
| D0180 | 367 | 14,976.60 |
| D0210 | 2,179 | 155,511.28 |
| D0220 | 3,618 | 51,568.90 |
| D0230 | 1,811 | 21,587.35 |
| D0240 | 65 | 1,849.70 |
| D0250 | 2 | 128.30 |
| D0260 | 3 | 71.00 |
| D0270 | 89 | 647.80 |
| D0272 | 1,060 | 20,653.60 |
| D0273 | 5 | 128.00 |
| D0274 | 3,332 | 102,568.38 |
| D0277 | 80 | 3,162.70 |
| D0290 | 3 | 167.40 |
| D0320 | 1 | - |
| D0321 | 1 | - |
| D0322 | 2 | - |
| D0330 | 531 | 29,071.70 |
| D0350 | 20 | - |
| D0360 | 3 | - |
| D0415 | 13 | 36.00 |
| D0425 | 9 | - |
| D0431 | 78 | - |
| D0460 | 52 | 753.40 |
| D0470 | 63 | 2,854.50 |
| D0471 | 5 | - |
| D0473 | 2 | - |
| D0482 | 1 | - |
| D0999 | 9 | 7.35 |
| D1110 | 11,983 | 677,572.17 |
| D1120 | 1,514 | 67,276.55 |
| D1201 | 8 | - |
| D1203 | 1,322 | 32,598.45 |
| D1204 | 797 | 6,077.70 |
| D1205 | 3 | - |
| D1206 | 66 | 775.50 |
| D1310 | 5 | - |
| D1330 | 388 | - |
| D1351 | 874 | 18,470.20 |
| D1510 | 7 | 1,620.10 |
| D1515 | 2 | 598.20 |
| D1555 | 2 | - |
| D2110 | 1 | - |
| D2120 | 3 | - |
| D2140 | 1,513 | 90,753.70 |

School Board of Broward County
Claims Paid for 2008 Enhanced PPO Plan - Active Only

| Procedure Code | Number of Procedures | Benefits Paid |
|----------------|----------------------|---------------|
| D2150 | 1,591 | 115,489.78 |
| D2160 | 725 | 64,226.95 |
| D2161 | 171 | 17,619.50 |
| D2330 | 453 | 26,461.60 |
| D2331 | 479 | 36,418.30 |
| D2332 | 415 | 34,770.50 |
| D2335 | 308 | 28,569.10 |
| D2381 | 2 | - |
| D2382 | 1 | - |
| D2385 | 10 | - |
| D2386 | 3 | - |
| D2387 | 2 | - |
| D2390 | 9 | 823.50 |
| D2391 | 932 | 52,944.90 |
| D2392 | 674 | 51,702.10 |
| D2393 | 479 | 45,490.40 |
| D2394 | 83 | 7,397.30 |
| D2430 | - | - |
| D2520 | 3 | 300.00 |
| D2530 | - | - |
| D2542 | 1 | - |
| D2543 | 1 | - |
| D2544 | - | - |
| D2610 | 2 | 479.00 |
| D2620 | 2 | 563.00 |
| D2630 | 2 | 330.00 |
| D2642 | 4 | - |
| D2643 | 5 | - |
| D2644 | 13 | - |
| D2652 | 2 | - |
| D2664 | 2 | - |
| D2710 | - | - |
| D2720 | 1 | - |
| D2722 | - | - |
| D2740 | 260 | 59,376.30 |
| D2750 | 841 | 176,513.90 |
| D2751 | 22 | 4,599.90 |
| D2752 | 136 | 28,268.40 |
| D2780 | - | - |
| D2783 | 5 | 1,653.50 |
| D2790 | 934 | 294,072.50 |
| D2791 | 19 | 5,596.50 |
| D2792 | 138 | 38,544.08 |
| D2799 | 30 | 100.00 |
| D2910 | 8 | 154.20 |
| D2915 | 3 | 65.00 |
| D2920 | 282 | 4,348.45 |
| D2930 | 12 | 497.50 |
| D2931 | 7 | 465.50 |
| D2932 | 1 | - |

School Board of Broward County
Claims Paid for 2008 Enhanced PPO Plan - Active Only

| Procedure Code | Number of Procedures | Benefits Paid |
|----------------|----------------------|---------------|
| D2940 | 98 | 2,490.60 |
| D2950 | 1,068 | 42,119.10 |
| D2951 | 15 | 117.70 |
| D2952 | 32 | 330.50 |
| D2953 | 2 | - |
| D2954 | 420 | 26,828.00 |
| D2955 | 3 | - |
| D2957 | 3 | - |
| D2960 | 6 | 204.50 |
| D2962 | 33 | 4,121.00 |
| D2970 | 24 | - |
| D2971 | 3 | - |
| D2980 | 6 | 270.10 |
| D2999 | 27 | - |
| D3110 | 45 | 1,008.50 |
| D3120 | 231 | 4,817.60 |
| D3220 | 36 | 1,761.20 |
| D3221 | 29 | 754.70 |
| D3230 | 4 | 534.00 |
| D3240 | 3 | 322.40 |
| D3310 | 122 | 36,230.20 |
| D3320 | 198 | 73,048.00 |
| D3330 | 388 | 197,944.90 |
| D3331 | 5 | 92.00 |
| D3332 | 9 | 1,535.45 |
| D3333 | 1 | 175.00 |
| D3346 | 10 | 3,324.20 |
| D3347 | 8 | 4,342.90 |
| D3348 | 36 | 24,354.70 |
| D3351 | 8 | 475.80 |
| D3352 | 3 | 352.00 |
| D3353 | 5 | 315.00 |
| D3410 | 14 | 3,275.20 |
| D3421 | 14 | 5,616.10 |
| D3425 | 10 | 4,424.30 |
| D3426 | 10 | 1,773.80 |
| D3430 | 32 | 3,404.00 |
| D3450 | 1 | 280.00 |
| D3910 | 26 | - |
| D3950 | 10 | - |
| D3960 | 2 | - |
| D3999 | 3 | - |
| D4210 | 22 | 1,325.60 |
| D4211 | 97 | 3,179.20 |
| D4220 | 3 | - |
| D4240 | 13 | 4,205.40 |
| D4241 | 5 | 620.40 |
| D4245 | 4 | 45.00 |
| D4249 | 80 | 19,200.90 |
| D4260 | 73 | 30,235.30 |

School Board of Broward County
Claims Paid for 2008 Enhanced PPO Plan - Active Only

| Procedure Code | Number of Procedures | Benefits Paid |
|----------------|----------------------|---------------|
| D4261 | 39 | 12,665.10 |
| D4263 | 96 | 5,202.10 |
| D4264 | 18 | 593.00 |
| D4265 | 7 | - |
| D4266 | 33 | 669.60 |
| D4267 | 4 | - |
| D4271 | 29 | 6,173.60 |
| D4273 | 30 | 9,151.30 |
| D4274 | 4 | - |
| D4275 | 9 | 1,115.81 |
| D4276 | 4 | 515.20 |
| D4320 | 4 | - |
| D4321 | 2 | - |
| D4341 | 1,754 | 134,017.14 |
| D4342 | 506 | 23,594.15 |
| D4355 | 384 | 9,668.70 |
| D4381 | 1,361 | 7,419.60 |
| D4910 | 1,474 | 41,031.10 |
| D4999 | 52 | - |
| D5110 | 20 | 7,666.50 |
| D5120 | 6 | 2,941.80 |
| D5130 | 12 | 4,111.70 |
| D5140 | 3 | 871.00 |
| D5211 | 9 | 2,666.00 |
| D5212 | 5 | 1,444.30 |
| D5213 | 77 | 31,957.10 |
| D5214 | 68 | 29,464.70 |
| D5225 | 6 | 1,604.70 |
| D5226 | 2 | 760.00 |
| D5410 | 6 | 6.00 |
| D5411 | 2 | - |
| D5421 | 9 | 85.00 |
| D5422 | 11 | 103.50 |
| D5510 | 4 | 204.00 |
| D5520 | 3 | 121.50 |
| D5610 | 14 | 413.70 |
| D5620 | 4 | 102.00 |
| D5630 | 3 | 96.50 |
| D5640 | 17 | 533.50 |
| D5650 | 41 | 1,220.60 |
| D5660 | 8 | 321.00 |
| D5710 | 1 | 160.00 |
| D5720 | 1 | - |
| D5730 | 2 | 160.50 |
| D5731 | 1 | - |
| D5741 | 3 | 185.70 |
| D5750 | 9 | 748.70 |
| D5751 | 2 | 122.00 |
| D5760 | 5 | 440.50 |
| D5761 | 3 | 236.50 |

School Board of Broward County
Claims Paid for 2008 Enhanced PPO Plan - Active Only

| Procedure Code | Number of Procedures | Benefits Paid |
|----------------|----------------------|---------------|
| D5820 | 9 | - |
| D5821 | 5 | - |
| D5850 | 2 | 94.10 |
| D5851 | 2 | 83.00 |
| D5860 | 4 | - |
| D5862 | 8 | - |
| D5899 | 3 | - |
| D5982 | 4 | - |
| D6010 | 90 | - |
| D6020 | 1 | - |
| D6040 | - | - |
| D6053 | 1 | - |
| D6055 | 1 | - |
| D6056 | 25 | - |
| D6057 | 35 | - |
| D6058 | 4 | 1,326.50 |
| D6059 | 34 | 6,642.00 |
| D6060 | - | - |
| D6061 | 4 | 1,695.90 |
| D6062 | 26 | 9,590.40 |
| D6063 | - | - |
| D6064 | 4 | 1,694.90 |
| D6065 | 8 | 484.50 |
| D6066 | 10 | 756.80 |
| D6067 | 10 | 3,081.70 |
| D6069 | 17 | - |
| D6071 | 4 | 1,113.50 |
| D6072 | 2 | 764.00 |
| D6076 | - | - |
| D6077 | - | - |
| D6078 | 2 | - |
| D6079 | - | - |
| D6080 | 4 | - |
| D6090 | 1 | - |
| D6095 | - | - |
| D6100 | 1 | - |
| D6190 | - | - |
| D6199 | 1 | - |
| D6210 | 67 | 21,507.30 |
| D6211 | 7 | 1,689.00 |
| D6212 | 11 | 3,193.70 |
| D6240 | 133 | 26,472.20 |
| D6241 | 10 | 2,832.50 |
| D6242 | 31 | 6,155.00 |
| D6245 | 5 | 1,183.00 |
| D6250 | 5 | 898.50 |
| D6251 | 1 | 239.00 |
| D6252 | - | - |
| D6520 | - | - |
| D6545 | 4 | 515.50 |

School Board of Broward County
Claims Paid for 2008 Enhanced PPO Plan - Active Only

| Procedure Code | Number of Procedures | Benefits Paid |
|----------------|----------------------|---------------|
| D6600 | 2 | 503.20 |
| D6603 | 1 | 271.00 |
| D6604 | 11 | 2,035.50 |
| D6611 | 1 | 320.00 |
| D6624 | - | - |
| D6720 | - | - |
| D6740 | 11 | 4,016.40 |
| D6750 | 254 | 51,740.39 |
| D6751 | 14 | 3,920.00 |
| D6752 | 61 | 11,505.80 |
| D6790 | 103 | 31,625.90 |
| D6791 | 6 | 1,666.50 |
| D6792 | 20 | 5,868.90 |
| D6793 | - | - |
| D6930 | 36 | 845.80 |
| D6950 | 4 | - |
| D6970 | 1 | - |
| D6971 | - | - |
| D6972 | 23 | 1,551.50 |
| D6973 | 55 | 2,016.00 |
| D6975 | 1 | - |
| D6980 | 15 | 654.90 |
| D6999 | 5 | - |
| D7110 | 2 | - |
| D7111 | 41 | 2,081.30 |
| D7120 | - | - |
| D7130 | 2 | - |
| D7140 | 711 | 43,035.90 |
| D7210 | 846 | 68,258.10 |
| D7220 | 67 | 9,073.20 |
| D7230 | 124 | 20,677.30 |
| D7240 | 258 | 53,848.50 |
| D7241 | 37 | 9,334.60 |
| D7250 | 84 | 10,089.40 |
| D7261 | 1 | 376.80 |
| D7280 | 11 | 2,582.20 |
| D7282 | - | - |
| D7283 | 2 | 37.60 |
| D7285 | 2 | - |
| D7286 | 13 | - |
| D7287 | 1 | - |
| D7288 | 2 | 83.00 |
| D7294 | - | - |
| D7310 | 46 | 973.40 |
| D7311 | 52 | 975.70 |
| D7320 | 6 | 468.80 |
| D7321 | 2 | 91.20 |
| D7350 | 2 | - |
| D7450 | 24 | 960.00 |
| D7451 | 2 | 512.80 |

School Board of Broward County
 Claims Paid for 2008 Enhanced PPO Plan - Active Only

| Procedure Code | Number of Procedures | Benefits Paid |
|----------------|----------------------|---------------|
| D7471 | 5 | 285.60 |
| D7510 | 22 | 1,352.10 |
| D7530 | 1 | - |
| D7880 | 2 | - |
| D7950 | 5 | - |
| D7951 | 6 | - |
| D7953 | 27 | - |
| D7955 | 2 | - |
| D7960 | 5 | 502.80 |
| D7971 | 4 | 232.80 |
| D7999 | 2 | - |
| D8020 | 55 | 5,553.10 |
| D8030 | 31 | 1,797.00 |
| D8040 | 11 | 507.00 |
| D8050 | 24 | 467.60 |
| D8060 | 154 | 8,780.70 |
| D8070 | 153 | 15,477.46 |
| D8080 | 2,222 | 188,484.24 |
| D8090 | 244 | 21,637.90 |
| D8210 | 5 | - |
| D8220 | 3 | - |
| D8660 | 55 | 689.20 |
| D8670 | 337 | - |
| D8680 | 5 | 34.00 |
| D8692 | 4 | - |
| D8999 | 95 | 6,567.70 |
| D9110 | 213 | 9,374.70 |
| D9120 | 1 | 20.80 |
| D9210 | 1 | - |
| D9211 | 2 | - |
| D9215 | 29 | - |
| D9220 | 118 | 17,983.50 |
| D9221 | 181 | 9,856.60 |
| D9230 | 208 | - |
| D9241 | 42 | 4,338.80 |
| D9242 | 47 | 1,480.00 |
| D9248 | 14 | - |
| D9310 | 133 | 2,334.50 |
| D9420 | 2 | - |
| D9430 | 25 | - |
| D9440 | 7 | - |
| D9610 | 81 | - |
| D9612 | 2 | - |
| D9630 | 762 | - |
| D9910 | 245 | 1,827.30 |
| D9911 | 89 | 1,561.20 |
| D9920 | 4 | - |
| D9940 | 58 | - |
| D9941 | 1 | - |
| D9942 | 1 | - |

School Board of Broward County
Claims Paid for 2008 Enhanced PPO Plan - Active Only

| Procedure Code | Number of Procedures | Benefits Paid |
|-------------------|-------------------------|---------------|
| D9950 | 9 | - |
| D9951 | 97 | 1,008.50 |
| D9952 | 11 | 1,118.50 |
| D9970 | 4 | - |
| D9971 | 5 | - |
| D9972 | 6 | - |
| D9974 | 2 | - |
| D9996 | 2 | - |
| D9998 | 2 | - |
| D9999 | 145 | - |
| | 73,307 | 4,402,452.93 |

School Board of Broward County
 Claims Paid for 2008 Enhanced PPO Plan - Retiree and Cobra Only

| Procedure Code | Number of Procedures | Benefits Paid |
|----------------|-------------------------|---------------|
| D0120 | 706 | 19,230.80 |
| D0140 | 131 | 5,060.40 |
| D0150 | 87 | 3,424.95 |
| D0160 | 5 | 307.70 |
| D0170 | 5 | 182.00 |
| D0180 | 18 | 888.60 |
| D0210 | 101 | 7,739.90 |
| D0220 | 273 | 3,837.80 |
| D0230 | 105 | 1,156.00 |
| D0250 | 1 | 15.00 |
| D0270 | 3 | - |
| D0272 | 40 | 729.90 |
| D0273 | - | - |
| D0274 | 231 | 7,211.40 |
| D0277 | 18 | 840.70 |
| D0330 | 20 | 1,185.20 |
| D0350 | 1 | - |
| D0360 | 1 | - |
| D0415 | 1 | - |
| D0431 | 11 | - |
| D0460 | 1 | - |
| D0470 | 5 | 324.00 |
| D1110 | 1,030 | 59,509.20 |
| D1120 | 14 | 662.10 |
| D1203 | 14 | 354.50 |
| D1204 | 36 | - |
| D1206 | 5 | - |
| D1330 | 14 | - |
| D1351 | 8 | 244.00 |
| D2140 | 46 | 2,661.10 |
| D2150 | 30 | 1,854.60 |
| D2160 | 25 | 2,158.50 |
| D2161 | 14 | 1,278.40 |
| D2330 | 70 | 3,309.20 |
| D2331 | 44 | 2,856.90 |
| D2332 | 37 | 3,661.40 |
| D2335 | 18 | 1,726.30 |
| D2391 | 36 | 1,746.60 |
| D2392 | 36 | 3,171.00 |
| D2393 | 27 | 2,375.00 |
| D2394 | 6 | 644.80 |
| D2630 | - | - |
| D2642 | - | - |
| D2643 | - | - |
| D2644 | - | - |
| D2664 | - | - |
| D2710 | 1 | 103.00 |
| D2740 | 30 | 7,702.70 |
| D2750 | 112 | 25,652.20 |
| D2751 | 2 | 302.50 |

School Board of Broward County
Claims Paid for 2008 Enhanced PPO Plan - Retiree and Cobra Only

| Procedure Code | Number of Procedures | Benefits Paid |
|----------------|----------------------|---------------|
| D2752 | 7 | 991.00 |
| D2783 | 2 | 637.50 |
| D2790 | 69 | 22,157.30 |
| D2791 | 1 | 233.00 |
| D2792 | 8 | 2,430.20 |
| D2799 | 1 | 105.50 |
| D2915 | 1 | 21.50 |
| D2920 | 33 | 544.70 |
| D2940 | 4 | 100.10 |
| D2950 | 101 | 4,189.80 |
| D2951 | 5 | - |
| D2952 | 1 | - |
| D2954 | 36 | 2,240.10 |
| D2962 | 8 | 1,049.60 |
| D2970 | 1 | - |
| D2980 | 3 | 146.00 |
| D2999 | 2 | - |
| D3120 | 5 | 171.40 |
| D3310 | 13 | 5,738.80 |
| D3320 | 18 | 7,668.50 |
| D3330 | 16 | 8,907.40 |
| D3332 | 1 | 139.20 |
| D3333 | 1 | 87.20 |
| D3346 | 1 | 402.40 |
| D3348 | 4 | 3,089.10 |
| D3410 | 1 | 312.80 |
| D3421 | 1 | 400.80 |
| D3426 | 1 | 180.00 |
| D3430 | 2 | 312.00 |
| D3950 | 2 | - |
| D4210 | 1 | - |
| D4211 | 10 | 294.30 |
| D4249 | 24 | 1,673.50 |
| D4260 | 8 | 3,605.50 |
| D4261 | 5 | 2,544.40 |
| D4263 | 13 | 814.90 |
| D4264 | 2 | 116.20 |
| D4265 | 1 | - |
| D4266 | 3 | - |
| D4267 | 1 | 227.20 |
| D4271 | 1 | - |
| D4273 | - | - |
| D4320 | 5 | - |
| D4341 | 64 | 4,287.30 |
| D4342 | 66 | 3,159.30 |
| D4355 | 15 | 293.30 |
| D4381 | 92 | 502.20 |
| D4910 | 181 | 5,563.60 |
| D4999 | 1 | - |
| D5110 | 2 | 807.50 |

School Board of Broward County
 Claims Paid for 2008 Enhanced PPO Plan - Retiree and Cobra Only

| Procedure Code | Number of Procedures | Benefits Paid |
|----------------|----------------------|---------------|
| D5130 | 3 | 1,462.50 |
| D5211 | 1 | 210.00 |
| D5213 | 4 | 1,644.60 |
| D5214 | 3 | 486.50 |
| D5421 | 3 | 38.00 |
| D5422 | 2 | 34.50 |
| D5520 | 1 | 42.00 |
| D5650 | 1 | 55.00 |
| D5740 | 1 | 69.50 |
| D5760 | 1 | 106.50 |
| D5820 | 1 | - |
| D5821 | 1 | - |
| D5862 | - | - |
| D5999 | 1 | - |
| D6010 | 7 | - |
| D6056 | 3 | - |
| D6057 | - | - |
| D6059 | 2 | 738.00 |
| D6062 | 3 | 1,136.50 |
| D6066 | 3 | 440.00 |
| D6067 | 1 | 345.00 |
| D6210 | 3 | 910.10 |
| D6211 | - | - |
| D6212 | 2 | 272.00 |
| D6240 | 8 | 1,789.50 |
| D6241 | 3 | - |
| D6242 | - | - |
| D6245 | - | - |
| D6251 | 2 | - |
| D6750 | 10 | 2,487.00 |
| D6751 | - | - |
| D6752 | 6 | 917.50 |
| D6790 | 6 | 1,821.00 |
| D6791 | 5 | - |
| D6792 | 2 | 272.00 |
| D6793 | 2 | - |
| D6930 | 7 | 180.50 |
| D6972 | 2 | 67.00 |
| D6973 | 1 | - |
| D6980 | 1 | - |
| D7110 | 1 | - |
| D7140 | 30 | 1,842.11 |
| D7210 | 43 | 3,692.50 |
| D7220 | - | - |
| D7230 | 8 | 1,330.40 |
| D7240 | 2 | 489.40 |
| D7241 | 4 | 496.80 |
| D7250 | 23 | 2,016.90 |
| D7261 | 1 | 408.00 |
| D7286 | 4 | - |

School Board of Broward County
 Claims Paid for 2008 Enhanced PPO Plan - Retiree and Cobra Only

| Procedure Code | Number of Procedures | Benefits Paid |
|----------------|-------------------------|---------------|
| D7410 | 1 | - |
| D7440 | 2 | - |
| D7471 | 1 | 293.60 |
| D7473 | 1 | 70.00 |
| D7510 | 1 | 179.20 |
| D7950 | 2 | - |
| D7953 | 1 | - |
| D7999 | 1 | - |
| D8080 | 24 | 2,584.10 |
| D8670 | 8 | - |
| D9110 | 19 | 1,005.20 |
| D9120 | 2 | 20.00 |
| D9215 | 4 | - |
| D9220 | 5 | 538.90 |
| D9221 | 6 | 364.80 |
| D9230 | 20 | - |
| D9241 | 3 | 489.80 |
| D9242 | 4 | - |
| D9310 | 12 | 276.00 |
| D9430 | 3 | - |
| D9610 | 3 | - |
| D9630 | 40 | - |
| D9910 | 13 | 110.40 |
| D9940 | 3 | - |
| D9942 | 1 | - |
| D9951 | 9 | 137.50 |
| D9952 | 1 | - |
| D9999 | 10 | - |
| D7310 | 1 | - |
| D7311 | 1 | 59.50 |
| D7321 | 1 | 95.20 |
| D7510 | 6 | 251.30 |
| D7511 | 1 | - |
| D7950 | 1 | - |
| D7953 | 10 | - |
| D7955 | - | - |
| D7970 | - | - |
| D7971 | 1 | - |
| D8070 | 7 | 539.00 |
| D8080 | 37 | 2,985.80 |
| D8090 | 4 | 360.00 |
| D8660 | 1 | 14.80 |
| D8670 | 13 | - |
| D9110 | 20 | 1,165.50 |
| D9120 | - | - |
| D9215 | 2 | - |
| D9220 | 1 | - |
| D9221 | - | - |
| D9230 | 37 | - |
| D9241 | 5 | 185.70 |

School Board of Broward County
Claims Paid for 2008 Enhanced PPO Plan - Retiree and Cobra Only

| Procedure Code | Number of Procedures | Benefits Paid |
|----------------|-------------------------|-------------------|
| D9242 | - | - |
| D9310 | 11 | 157.20 |
| D9430 | 2 | - |
| D9440 | 1 | - |
| D9610 | 7 | - |
| D9630 | 33 | - |
| D9910 | 19 | 31.50 |
| D9940 | 5 | - |
| D9950 | 5 | - |
| D9951 | 13 | 215.60 |
| D9952 | 1 | 70.00 |
| D9999 | 27 | - |
| Total | 4,954 | 298,245.36 |

School Board of Broward County
For the Period 1/1/07 - 12/31/07

| Immature Experience | Premium Collected | Average EE Count | Claims Paid | Ann Claims per EE | EOBs | Ann EOBs per EE |
|----------------------------|-----------------------|------------------|-----------------------|-------------------|---------------|-----------------|
| Active | \$314,132.49 | 792 | \$351,800.42 | \$444.38 | 3,074 | 3.88 |
| Active | \$2,358,474.08 | 5,326 | \$3,169,625.58 | \$595.13 | 23,867 | 4.48 |
| Total Active | \$2,672,606.57 | 6,118 | \$3,521,426.00 | \$575.62 | 26,941 | 4.40 |
| Retiree/COBRA | \$14,521.16 | 48 | \$17,856.10 | \$375.26 | 181 | 3.80 |
| Retiree/COBRA | \$96,826.12 | 309 | \$153,805.70 | \$497.48 | 1,271 | 4.11 |
| Total Retiree/COBRA | \$111,347.28 | 357 | \$171,661.80 | \$481.18 | 1,452 | 4.07 |
| Grand Total | \$2,783,953.85 | 6,474 | \$3,693,087.80 | \$570.42 | 28,393 | 4.39 |

| | | |
|-------------------|--------------|-----------------|
| | <u>Basic</u> | <u>Enhanced</u> |
| EE only | \$22.76 | \$23.90 |
| (Dual EE Spouses) | \$40.64 | \$43.68 |
| EE + 1 | \$42.60 | \$45.74 |
| EE + Family | \$63.44 | \$73.61 |

2007 Prem, Claims, EOBs, Rates
SBBC Financial Information Axis

School Board of Broward County
Claims Paid for 2007 Basic PPO Plan - Active Only

| Procedure Code | Number of Procedures | Benefits Paid |
|----------------|----------------------|---------------|
| D0120 | 856 | 22,791.10 |
| D0140 | 159 | 5,674.50 |
| D0150 | 362 | 13,914.60 |
| D0160 | 5 | 262.50 |
| D0170 | 3 | 128.70 |
| D0180 | 37 | 1,411.30 |
| D0210 | 285 | 19,524.40 |
| D0220 | 358 | 4,718.60 |
| D0230 | 194 | 2,038.30 |
| D0240 | 7 | 188.00 |
| D0250 | 1 | 10.00 |
| D0270 | 12 | 96.80 |
| D0272 | 110 | 2,221.00 |
| D0274 | 351 | 10,806.80 |
| D0277 | 5 | 259.70 |
| D0330 | 59 | 3,540.10 |
| D0350 | 1 | - |
| D0431 | 3 | - |
| D0460 | 10 | 52.50 |
| D0470 | 6 | 284.40 |
| D0471 | 1 | - |
| D0999 | 1 | 1.00 |
| D1110 | 1,278 | 68,646.40 |
| D1120 | 148 | 6,390.70 |
| D1201 | 1 | - |
| D1203 | 139 | 3,480.30 |
| D1204 | 74 | 406.00 |
| D1206 | 4 | - |
| D1330 | 35 | - |
| D1351 | 72 | 1,545.30 |
| D1510 | 1 | 261.00 |
| D2130 | 1 | - |
| D2140 | 158 | 9,216.90 |
| D2150 | 149 | 9,897.80 |
| D2160 | 94 | 7,170.20 |
| D2161 | 22 | 2,001.30 |
| D2330 | 51 | 2,177.20 |
| D2331 | 46 | 2,782.20 |
| D2332 | 35 | 2,388.90 |
| D2335 | 21 | 2,271.80 |
| D2391 | 59 | 2,668.40 |
| D2392 | 53 | 3,330.80 |
| D2393 | 69 | 4,242.40 |
| D2394 | 10 | 730.40 |
| D2543 | - | - |
| D2642 | - | - |
| D2643 | - | - |
| D2644 | - | - |
| D2664 | - | - |
| D2740 | 20 | 2,382.40 |

School Board of Broward County
Claims Paid for 2007 Basic PPO Plan - Active Only

| Procedure Code | Number of Procedures | Benefits Paid |
|----------------|----------------------|---------------|
| D2750 | 57 | 10,081.40 |
| D2751 | 3 | 919.50 |
| D2752 | 13 | 2,285.90 |
| D2783 | - | - |
| D2790 | 87 | 24,804.10 |
| D2791 | - | - |
| D2792 | 18 | 4,799.50 |
| D2910 | 1 | 22.00 |
| D2920 | 25 | 429.00 |
| D2930 | - | - |
| D2940 | 17 | 402.20 |
| D2950 | 72 | 3,247.70 |
| D2951 | 1 | 14.00 |
| D2952 | 7 | 214.50 |
| D2954 | 27 | 1,338.70 |
| D2962 | 8 | 824.50 |
| D2999 | 1 | - |
| D3110 | 12 | 124.80 |
| D3120 | 17 | 297.80 |
| D3220 | 2 | 112.00 |
| D3221 | 1 | 33.60 |
| D3310 | 5 | 1,483.20 |
| D3320 | 23 | 5,722.50 |
| D3330 | 33 | 13,688.10 |
| D3331 | 2 | - |
| D3332 | 2 | 126.40 |
| D3347 | 1 | 443.20 |
| D3425 | 1 | 372.80 |
| D3426 | 1 | 148.80 |
| D3950 | 1 | - |
| D4210 | - | - |
| D4211 | 7 | 521.60 |
| D4240 | - | - |
| D4241 | 1 | 253.40 |
| D4249 | 2 | 1,052.40 |
| D4260 | 5 | 1,626.80 |
| D4261 | 2 | 351.20 |
| D4263 | 1 | - |
| D4265 | 2 | - |
| D4266 | - | - |
| D4271 | 6 | 1,692.10 |
| D4273 | 5 | 1,128.50 |
| D4341 | 229 | 15,233.60 |
| D4342 | 72 | 3,473.40 |
| D4355 | 40 | 1,084.60 |
| D4381 | 131 | 666.50 |
| D4910 | 122 | 3,781.52 |
| D5110 | 6 | 962.50 |
| D5120 | 1 | 560.00 |
| D5211 | 1 | 420.00 |

School Board of Broward County
Claims Paid for 2007 Basic PPO Plan - Active Only

| Procedure Code | Number of Procedures | Benefits Paid |
|----------------|----------------------|---------------|
| D5213 | 4 | 447.00 |
| D5214 | 4 | 974.00 |
| D5410 | 1 | 17.50 |
| D5510 | 1 | 10.00 |
| D5610 | 1 | 33.00 |
| D5620 | 1 | 14.00 |
| D5630 | 1 | 44.50 |
| D5650 | 2 | 104.00 |
| D5660 | 2 | 130.50 |
| D5987 | 1 | - |
| D6010 | 2 | - |
| D6056 | - | - |
| D6057 | - | - |
| D6066 | 2 | - |
| D6190 | - | - |
| D6210 | 3 | 1,004.30 |
| D6212 | 2 | 606.50 |
| D6240 | 4 | 830.00 |
| D6241 | 2 | 612.00 |
| D6242 | 4 | - |
| D6604 | 2 | 331.60 |
| D6740 | 2 | - |
| D6750 | 16 | 2,505.40 |
| D6751 | 1 | 306.50 |
| D6752 | 14 | 1,916.50 |
| D6790 | 3 | 639.80 |
| D6791 | 1 | 43.80 |
| D6792 | 2 | 606.50 |
| D6930 | 2 | 74.70 |
| D6973 | 2 | 101.50 |
| D7111 | 3 | 158.20 |
| D7140 | 42 | 1,776.30 |
| D7210 | 40 | 3,202.40 |
| D7220 | 7 | 908.80 |
| D7230 | 25 | 3,309.20 |
| D7240 | 33 | 5,505.90 |
| D7241 | 3 | 689.60 |
| D7250 | 5 | 396.80 |
| D7310 | 1 | - |
| D7450 | 5 | 303.10 |
| D7950 | 1 | - |
| D7951 | - | - |
| D7953 | 2 | - |
| D7963 | - | - |
| D8080 | 1 | - |
| D8660 | 1 | - |
| D8670 | 5 | - |
| D8680 | 1 | - |
| D9110 | 28 | 759.50 |
| D9215 | 4 | - |

School Board of Broward County
Claims Paid for 2007 Basic PPO Plan - Active Only

| Procedure Code | Number of Procedures | Benefits Paid |
|----------------|----------------------|-------------------|
| D9220 | 12 | 1,676.70 |
| D9221 | 14 | 622.60 |
| D9230 | 21 | - |
| D9241 | 5 | 579.90 |
| D9242 | 4 | 171.00 |
| D9248 | 2 | - |
| D9310 | 15 | 169.50 |
| D9430 | 5 | - |
| D9440 | 1 | - |
| D9450 | 1 | - |
| D9610 | 2 | - |
| D9630 | 68 | - |
| D9910 | 26 | 185.90 |
| D9911 | 4 | 63.20 |
| D9930 | 1 | 22.40 |
| D9940 | 8 | - |
| D9951 | 28 | 240.30 |
| D9952 | - | - |
| D9972 | 2 | - |
| D9974 | 1 | - |
| D9999 | 14 | - |
| D9241 | 6 | 160.80 |
| D9242 | 1 | 39.20 |
| D9248 | 3 | - |
| D9310 | 14 | 290.50 |
| D9410 | 1 | - |
| D9430 | 3 | - |
| D9440 | 1 | - |
| D9610 | 6 | - |
| D9630 | 77 | - |
| D9910 | 30 | 126.90 |
| D9911 | 4 | 33.40 |
| D9920 | 3 | - |
| D9940 | 5 | - |
| D9950 | 1 | - |
| D9951 | 22 | 248.90 |
| D9952 | 1 | 240.00 |
| D9971 | 2 | - |
| D9999 | 19 | - |
| Total | 7,159 | 357,893.62 |

School Board of Broward County
 Claims Paid for 2007 Basic PPO Plan - Retiree and Cobra Only

| Procedure Code | Number of Procedures | Benefits Paid |
|----------------|----------------------|---------------|
| D0120 | 51 | 1,183.10 |
| D0140 | 14 | 418.40 |
| D0150 | 9 | 395.00 |
| D0180 | 2 | 38.00 |
| D0210 | 8 | 635.30 |
| D0220 | 16 | 201.50 |
| D0230 | 2 | 15.00 |
| D0272 | 3 | 89.50 |
| D0274 | 11 | 293.50 |
| D0277 | 2 | 45.00 |
| D0330 | 1 | 59.00 |
| D1110 | 82 | 4,416.80 |
| D1204 | 1 | - |
| D2140 | 4 | 168.00 |
| D2150 | 12 | 802.20 |
| D2330 | 3 | 154.40 |
| D2331 | 2 | 185.20 |
| D2332 | 2 | 140.00 |
| D2391 | 6 | 438.90 |
| D2392 | 5 | 287.60 |
| D2750 | 5 | 1,718.00 |
| D2790 | 7 | 2,240.40 |
| D2910 | 1 | 8.00 |
| D2920 | 3 | 30.50 |
| D2950 | 6 | 298.50 |
| D2954 | 3 | 129.60 |
| D3310 | 1 | 279.20 |
| D3320 | 2 | 776.00 |
| D3450 | 1 | - |
| D4263 | 3 | - |
| D4341 | 4 | 595.00 |
| D4342 | 5 | 372.90 |
| D4355 | 1 | - |
| D4381 | 3 | - |
| D4910 | 11 | 137.20 |
| D5110 | 1 | 435.00 |
| D5213 | 2 | - |
| D5214 | 1 | 490.00 |
| D5620 | 1 | 33.50 |
| D5650 | 2 | 49.00 |
| D5660 | 1 | 65.50 |
| D5750 | 1 | 126.00 |
| D7140 | 2 | 175.80 |
| D7210 | 3 | 125.50 |
| D7311 | 1 | 61.60 |
| D7971 | 1 | 101.50 |
| D9110 | 6 | 273.40 |

School Board of Broward County
 Claims Paid for 2007 Basic PPO Plan - Retiree and Cobra Only

| Procedure Code | Number of Procedures | Benefits Paid |
|----------------|-------------------------|------------------|
| D9230 | 2 | - |
| D9241 | 1 | - |
| D9242 | 2 | - |
| D9310 | 2 | 29.00 |
| D9910 | 2 | 24.00 |
| D9940 | 1 | - |
| D4910 | 16 | 409.60 |
| D4999 | 4 | - |
| D5110 | 2 | 422.50 |
| D5120 | 1 | - |
| D5213 | 2 | 464.50 |
| D5422 | 2 | - |
| D5640 | 2 | 101.00 |
| D5650 | 1 | 10.50 |
| D6010 | 7 | - |
| D6066 | 2 | - |
| D6210 | 1 | - |
| D6240 | 6 | 789.00 |
| D6750 | 6 | 393.50 |
| D6790 | 5 | 228.70 |
| D6930 | 2 | 23.00 |
| D6973 | 2 | - |
| D6980 | 1 | 53.50 |
| D7140 | 7 | 384.00 |
| D7210 | 4 | 497.40 |
| D7240 | 1 | 224.00 |
| D7250 | 2 | - |
| D7261 | 1 | 388.00 |
| D7510 | 1 | - |
| D7953 | 1 | - |
| D8670 | 2 | - |
| D9110 | 2 | 91.00 |
| D9215 | 1 | - |
| D9220 | 1 | - |
| D9221 | 4 | - |
| D9230 | 1 | - |
| D9310 | 2 | 27.50 |
| D9610 | 12 | - |
| D9630 | 1 | - |
| D9911 | 3 | - |
| D9940 | 1 | - |
| D9970 | 1 | - |
| D9999 | 2 | - |
| | 436 | 23,049.20 |

School Board of Broward County
 Claims Paid for 2007 Enhanced PPO Plan - Active Only

| Procedure Code | Number of Procedures | Benefits Paid |
|----------------|----------------------|---------------|
| D0120 | 5,343 | 142,917.64 |
| D0140 | 1,462 | 54,085.50 |
| D0150 | 2,632 | 100,627.20 |
| D0160 | 36 | 1,720.00 |
| D0170 | 23 | 831.50 |
| D0180 | 311 | 11,743.80 |
| D0210 | 2,080 | 148,553.28 |
| D0220 | 2,611 | 35,689.83 |
| D0230 | 1,275 | 12,259.60 |
| D0240 | 46 | 1,337.20 |
| D0250 | 4 | 102.00 |
| D0260 | 3 | 104.00 |
| D0270 | 90 | 902.03 |
| D0272 | 693 | 14,245.70 |
| D0273 | 4 | 170.90 |
| D0274 | 2,227 | 70,455.25 |
| D0277 | 30 | 1,335.90 |
| D0290 | 1 | 100.80 |
| D0321 | 1 | - |
| D0322 | 4 | - |
| D0330 | 442 | 21,998.70 |
| D0340 | 11 | 135.00 |
| D0350 | 25 | - |
| D0360 | 1 | - |
| D0363 | 3 | - |
| D0415 | 6 | 35.00 |
| D0421 | - | - |
| D0425 | 5 | - |
| D0431 | 40 | - |
| D0460 | 57 | 199.00 |
| D0470 | 55 | 2,031.60 |
| D0471 | 1 | - |
| D0473 | 1 | - |
| D0480 | 1 | - |
| D0502 | 1 | - |
| D0999 | 11 | 644.80 |
| D1110 | 8,369 | 454,521.37 |
| D1120 | 1,060 | 45,065.30 |
| D1201 | 26 | - |
| D1203 | 935 | 22,019.70 |
| D1204 | 527 | 3,896.60 |
| D1206 | 35 | 58.00 |
| D1310 | 3 | - |
| D1320 | 1 | - |
| D1330 | 233 | - |
| D1351 | 590 | 12,338.10 |
| D1510 | 1 | 261.00 |
| D1515 | 3 | 1,075.20 |
| D1999 | 1 | - |
| D2140 | 1,098 | 61,896.10 |

School Board of Broward County
 Claims Paid for 2007 Enhanced PPO Plan - Active Only

| Procedure Code | Number of Procedures | Benefits Paid |
|----------------|----------------------|---------------|
| D2150 | 1,163 | 80,259.40 |
| D2160 | 543 | 46,572.10 |
| D2161 | 144 | 14,957.80 |
| D2330 | 429 | 23,771.90 |
| D2331 | 307 | 20,206.85 |
| D2332 | 355 | 29,430.20 |
| D2335 | 224 | 20,974.80 |
| D2385 | 4 | - |
| D2386 | 1 | - |
| D2387 | - | - |
| D2390 | 9 | 236.50 |
| D2391 | 675 | 36,008.28 |
| D2392 | 554 | 41,022.00 |
| D2393 | 413 | 36,357.50 |
| D2394 | 98 | 10,945.10 |
| D2543 | - | - |
| D2544 | - | - |
| D2610 | - | - |
| D2620 | 2 | - |
| D2630 | - | - |
| D2642 | 1 | - |
| D2643 | 4 | - |
| D2644 | 10 | - |
| D2652 | - | - |
| D2662 | - | - |
| D2664 | 1 | - |
| D2710 | 3 | 120.00 |
| D2740 | 215 | 43,759.20 |
| D2750 | 605 | 129,302.05 |
| D2751 | 20 | 5,220.00 |
| D2752 | 82 | 17,961.30 |
| D2783 | 11 | 2,101.00 |
| D2790 | 671 | 210,292.60 |
| D2791 | 17 | 5,100.50 |
| D2792 | 90 | 25,237.30 |
| D2799 | 21 | 699.00 |
| D2910 | 4 | 83.50 |
| D2915 | 4 | 17.50 |
| D2920 | 183 | 2,669.28 |
| D2930 | 19 | 940.00 |
| D2932 | 1 | - |
| D2940 | 126 | 2,750.70 |
| D2950 | 695 | 28,423.15 |
| D2951 | 12 | 194.20 |
| D2952 | 56 | 3,122.60 |
| D2954 | 334 | 20,763.00 |
| D2955 | 2 | - |
| D2957 | 1 | 7.00 |
| D2960 | 9 | 523.50 |
| D2961 | - | - |

School Board of Broward County
Claims Paid for 2007 Enhanced PPO Plan - Active Only

| Procedure Code | Number of Procedures | Benefits Paid |
|----------------|----------------------|---------------|
| D2962 | 32 | 1,214.50 |
| D2970 | 14 | - |
| D2971 | - | - |
| D2980 | 4 | 288.10 |
| D2999 | 21 | - |
| D3110 | 45 | 715.80 |
| D3120 | 148 | 2,399.40 |
| D3220 | 42 | 2,203.60 |
| D3221 | 30 | 963.90 |
| D3230 | 2 | - |
| D3240 | 1 | - |
| D3310 | 133 | 39,970.90 |
| D3320 | 200 | 74,355.60 |
| D3330 | 338 | 167,518.60 |
| D3331 | 5 | 284.00 |
| D3332 | 7 | 859.50 |
| D3333 | 3 | 270.40 |
| D3346 | 7 | 3,066.00 |
| D3347 | 10 | 4,435.80 |
| D3348 | 33 | 18,020.00 |
| D3410 | 2 | 973.50 |
| D3421 | 5 | 1,725.80 |
| D3425 | 16 | 4,762.50 |
| D3426 | 6 | 882.40 |
| D3430 | 18 | 1,372.00 |
| D3450 | 1 | 223.20 |
| D3910 | 13 | - |
| D3950 | 8 | - |
| D3999 | 4 | - |
| D4210 | 2 | - |
| D4211 | 82 | 1,947.70 |
| D4230 | 3 | - |
| D4240 | 5 | 392.00 |
| D4241 | 4 | 448.80 |
| D4245 | 1 | - |
| D4249 | 55 | 12,780.40 |
| D4250 | 1 | - |
| D4260 | 69 | 28,014.20 |
| D4261 | 36 | 9,617.20 |
| D4263 | 104 | 2,538.35 |
| D4264 | 13 | 316.50 |
| D4265 | 8 | - |
| D4266 | 28 | 577.80 |
| D4267 | 3 | 472.00 |
| D4270 | - | - |
| D4271 | 30 | 6,022.30 |
| D4273 | 14 | 5,562.87 |
| D4274 | 4 | 295.20 |
| D4275 | 1 | - |
| D4276 | - | - |

School Board of Broward County
 Claims Paid for 2007 Enhanced PPO Plan - Active Only

| Procedure Code | Number of Procedures | Benefits Paid |
|----------------|----------------------|---------------|
| D4320 | 1 | - |
| D4321 | 4 | - |
| D4341 | 1,634 | 123,353.46 |
| D4342 | 404 | 17,240.60 |
| D4355 | 280 | 7,518.40 |
| D4381 | 949 | 4,747.00 |
| D4910 | 866 | 22,796.45 |
| D4999 | 25 | - |
| D5110 | 21 | 8,024.70 |
| D5120 | 3 | 1,207.50 |
| D5130 | 9 | 3,177.50 |
| D5140 | 2 | 827.50 |
| D5211 | 14 | 3,161.20 |
| D5212 | 5 | 1,545.00 |
| D5213 | 54 | 24,001.50 |
| D5214 | 54 | 22,602.80 |
| D5225 | - | - |
| D5226 | 2 | 346.00 |
| D5410 | 3 | 32.90 |
| D5411 | 1 | 20.40 |
| D5421 | 10 | 40.50 |
| D5422 | 4 | - |
| D5510 | 1 | 10.00 |
| D5520 | 2 | 73.50 |
| D5610 | 6 | 314.60 |
| D5620 | 1 | 39.50 |
| D5630 | 4 | 132.00 |
| D5640 | 24 | 690.30 |
| D5650 | 34 | 1,696.60 |
| D5660 | 6 | 385.50 |
| D5720 | 4 | - |
| D5730 | 2 | 179.50 |
| D5731 | 2 | 104.70 |
| D5740 | 1 | - |
| D5741 | - | - |
| D5750 | 7 | 602.50 |
| D5751 | - | - |
| D5760 | 1 | 110.00 |
| D5761 | 3 | 402.20 |
| D5810 | 2 | - |
| D5811 | 1 | - |
| D5820 | 8 | - |
| D5821 | 5 | - |
| D5860 | 1 | 556.50 |
| D5862 | 3 | - |
| D5867 | 3 | - |
| D5899 | 1 | - |
| D6010 | 67 | - |
| D6020 | 3 | - |
| D6040 | 7 | - |

School Board of Broward County
 Claims Paid for 2007 Enhanced PPO Plan - Active Only

| Procedure Code | Number of Procedures | Benefits Paid |
|----------------|----------------------|---------------|
| D6053 | - | - |
| D6055 | 1 | - |
| D6056 | 26 | - |
| D6057 | 19 | - |
| D6058 | 2 | 912.00 |
| D6059 | 24 | 4,640.90 |
| D6061 | 8 | 1,560.50 |
| D6062 | 10 | 3,561.00 |
| D6064 | 4 | 1,513.00 |
| D6065 | 6 | 1,923.50 |
| D6066 | 11 | 799.50 |
| D6067 | 6 | 2,238.00 |
| D6068 | - | - |
| D6069 | - | - |
| D6071 | - | - |
| D6078 | 2 | - |
| D6080 | 1 | - |
| D6100 | 4 | - |
| D6199 | 2 | - |
| D6210 | 46 | 12,549.90 |
| D6211 | 11 | 3,040.00 |
| D6212 | 10 | 1,411.00 |
| D6240 | 94 | 21,144.10 |
| D6241 | 18 | 3,241.50 |
| D6242 | 15 | 1,626.50 |
| D6245 | 5 | 1,762.00 |
| D6250 | 3 | 907.50 |
| D6251 | - | - |
| D6252 | - | - |
| D6545 | - | - |
| D6600 | 2 | 622.50 |
| D6604 | 6 | 1,304.00 |
| D6605 | - | - |
| D6608 | - | - |
| D6609 | 1 | 326.50 |
| D6611 | 4 | 1,366.50 |
| D6624 | 1 | 226.00 |
| D6740 | 8 | 2,805.40 |
| D6750 | 199 | 44,661.60 |
| D6751 | 21 | 5,907.50 |
| D6752 | 38 | 3,684.90 |
| D6790 | 74 | 20,494.80 |
| D6791 | 10 | 2,580.10 |
| D6792 | 14 | 2,766.20 |
| D6930 | 40 | 1,156.60 |
| D6970 | - | - |
| D6972 | 8 | 592.60 |
| D6973 | 27 | 839.00 |
| D6999 | 4 | - |
| D7110 | 1 | - |

School Board of Broward County
Claims Paid for 2007 Enhanced PPO Plan - Active Only

| Procedure Code | Number of Procedures | Benefits Paid |
|----------------|----------------------|---------------|
| D7111 | 37 | 1,891.50 |
| D7120 | - | - |
| D7130 | 2 | - |
| D7140 | 606 | 38,672.00 |
| D7210 | 564 | 46,310.10 |
| D7220 | 58 | 7,727.70 |
| D7230 | 88 | 15,305.50 |
| D7240 | 154 | 32,003.00 |
| D7241 | 21 | 4,801.40 |
| D7250 | 78 | 8,303.60 |
| D7260 | 2 | - |
| D7261 | 2 | 796.00 |
| D7280 | 6 | 1,014.40 |
| D7281 | 1 | - |
| D7283 | 2 | 75.20 |
| D7286 | 6 | - |
| D7287 | 1 | 41.60 |
| D7310 | 42 | 650.40 |
| D7311 | 17 | 493.30 |
| D7320 | 4 | 457.60 |
| D7321 | 2 | 38.40 |
| D7410 | 2 | - |
| D7411 | 1 | - |
| D7431 | 2 | - |
| D7450 | 6 | 186.40 |
| D7451 | 2 | 560.00 |
| D7471 | 5 | 1,448.00 |
| D7473 | 4 | 1,223.40 |
| D7510 | 26 | 1,488.70 |
| D7520 | 1 | 63.00 |
| D7530 | 1 | - |
| D7820 | 1 | - |
| D7880 | 7 | - |
| D7940 | - | - |
| D7950 | 4 | - |
| D7953 | 23 | - |
| D7955 | 1 | - |
| D7960 | 4 | 685.40 |
| D7963 | 1 | 136.50 |
| D7970 | 1 | 192.50 |
| D7971 | 6 | 335.90 |
| D7999 | 2 | - |
| D8010 | 1 | - |
| D8020 | 34 | 3,004.50 |
| D8030 | 26 | 2,385.40 |
| D8040 | 6 | 275.00 |
| D8050 | 47 | 2,485.40 |
| D8060 | 93 | 9,621.20 |
| D8070 | 61 | 6,677.00 |
| D8080 | 1,153 | 109,925.24 |

School Board of Broward County
 Claims Paid for 2007 Enhanced PPO Plan - Active Only

| Procedure Code | Number of Procedures | Benefits Paid |
|----------------|----------------------|---------------|
| D8090 | 66 | 8,233.50 |
| D8220 | 6 | - |
| D8660 | 33 | 276.80 |
| D8670 | 117 | - |
| D8680 | 6 | - |
| D8690 | 1 | - |
| D8693 | 1 | - |
| D8999 | 68 | 4,018.80 |
| D9110 | 161 | 7,850.70 |
| D9120 | 5 | 149.20 |
| D9210 | - | - |
| D9211 | 3 | - |
| D9212 | 1 | - |
| D9215 | 37 | - |
| D9220 | 77 | 11,680.30 |
| D9221 | 107 | 6,526.70 |
| D9230 | 164 | - |
| D9240 | 2 | - |
| D9241 | 17 | 1,691.40 |
| D9242 | 9 | 341.10 |
| D9248 | 15 | - |
| D9310 | 118 | 2,105.30 |
| D9430 | 17 | - |
| D9440 | 7 | - |
| D9450 | 1 | - |
| D9610 | 66 | - |
| D9630 | 506 | - |
| D9910 | 225 | 1,050.00 |
| D9911 | 18 | 269.60 |
| D9940 | 60 | - |
| D9941 | 3 | - |
| D9950 | 6 | - |
| D9951 | 59 | 862.80 |
| D9952 | 10 | 815.50 |
| D9970 | 1 | - |
| D9971 | 2 | - |
| D9972 | 9 | - |
| D9974 | 4 | - |
| D9995 | 1 | - |
| D9996 | 1 | - |
| D9998 | 8 | - |
| D9999 | 106 | - |
| D9612 | 2 | - |
| D9630 | 762 | - |
| D9910 | 245 | 1,827.30 |
| D9911 | 89 | 1,561.20 |
| D9920 | 4 | - |
| D9940 | 58 | - |
| D9941 | 1 | - |
| D9942 | 1 | - |

School Board of Broward County
Claims Paid for 2007 Enhanced PPO Plan - Active Only

| Procedure Code | Number of Procedures | Benefits Paid |
|----------------|----------------------|---------------|
| D9950 | 9 | - |
| D9951 | 97 | 1,008.50 |
| D9952 | 11 | 1,118.50 |
| D9970 | 4 | - |
| D9971 | 5 | - |
| D9972 | 6 | - |
| D9974 | 2 | - |
| D9996 | 2 | - |
| D9998 | 2 | - |
| D9999 | 145 | - |
| | 54,260 | 3,227,646.58 |

School Board of Broward County
 Claims Paid for 2007 Enhanced PPO Plan - Retiree and Cobra Only

| Procedure Code | Number of Procedures | Benefits Paid |
|----------------|-------------------------|---------------|
| D0120 | 386 | 9,742.30 |
| D0140 | 75 | 2,883.20 |
| D0150 | 74 | 2,913.10 |
| D0170 | 1 | 35.00 |
| D0180 | 12 | 512.20 |
| D0210 | 61 | 4,399.30 |
| D0220 | 153 | 2,166.70 |
| D0230 | 70 | 931.70 |
| D0270 | 5 | 14.00 |
| D0272 | 23 | 470.60 |
| D0274 | 130 | 4,208.10 |
| D0277 | 2 | 63.00 |
| D0330 | 18 | 876.50 |
| D0431 | 2 | - |
| D0460 | 2 | - |
| D0470 | 3 | 245.70 |
| D0471 | 1 | - |
| D1110 | 536 | 28,988.80 |
| D1120 | 14 | 591.40 |
| D1203 | 14 | 361.40 |
| D1204 | 17 | - |
| D1206 | 4 | - |
| D1330 | 7 | - |
| D1351 | 11 | 239.00 |
| D2140 | 24 | 1,246.50 |
| D2150 | 16 | 900.60 |
| D2160 | 24 | 1,642.40 |
| D2161 | 6 | 647.80 |
| D2330 | 28 | 1,226.30 |
| D2331 | 19 | 1,064.90 |
| D2332 | 10 | 999.80 |
| D2335 | 14 | 1,030.50 |
| D2387 | - | - |
| D2391 | 22 | 1,126.50 |
| D2392 | 10 | 762.80 |
| D2393 | 17 | 1,497.60 |
| D2394 | 4 | 218.40 |
| D2643 | - | - |
| D2644 | - | - |
| D2652 | 1 | 223.50 |
| D2740 | 26 | 5,631.40 |
| D2750 | 27 | 7,274.40 |
| D2751 | 2 | - |
| D2752 | 4 | 880.00 |
| D2790 | 43 | 13,323.50 |
| D2791 | 1 | 238.00 |
| D2792 | 7 | 1,826.50 |
| D2799 | 1 | - |
| D2920 | 25 | 454.30 |
| D2940 | 3 | 165.90 |

School Board of Broward County
 Claims Paid for 2007 Enhanced PPO Plan - Retiree and Cobra Only

| Procedure Code | Number of Procedures | Benefits Paid |
|----------------|----------------------|---------------|
| D2950 | 50 | 1,795.60 |
| D2951 | 3 | 30.00 |
| D2952 | 1 | - |
| D2954 | 15 | 770.10 |
| D2960 | 1 | 112.00 |
| D2962 | 13 | 2,932.30 |
| D2980 | 1 | 55.00 |
| D2999 | 2 | - |
| D3110 | 1 | 8.80 |
| D3120 | 7 | 181.60 |
| D3221 | 3 | 36.80 |
| D3310 | 6 | 1,933.20 |
| D3320 | 10 | 3,966.20 |
| D3330 | 12 | 5,213.10 |
| D3331 | 1 | - |
| D3347 | 1 | 635.20 |
| D3426 | 1 | 262.50 |
| D3960 | 1 | - |
| D4210 | 2 | - |
| D4211 | 7 | 52.50 |
| D4249 | 17 | 618.10 |
| D4260 | 4 | 1,751.60 |
| D4261 | 2 | 1,171.10 |
| D4263 | 11 | 797.00 |
| D4264 | 1 | 70.00 |
| D4265 | 1 | - |
| D4266 | 2 | - |
| D4267 | 1 | - |
| D4341 | 41 | 3,672.60 |
| D4342 | 19 | 741.30 |
| D4355 | 2 | 66.40 |
| D4381 | 47 | 161.50 |
| D4910 | 80 | 1,933.60 |
| D4999 | 2 | - |
| D5110 | 1 | 332.00 |
| D5120 | - | - |
| D5140 | - | - |
| D5211 | 1 | 320.00 |
| D5213 | 5 | 2,267.50 |
| D5214 | 2 | 898.50 |
| D5226 | 1 | 400.00 |
| D5422 | 3 | 8.00 |
| D5520 | 1 | 34.50 |
| D5640 | 4 | 88.50 |
| D5650 | 2 | 85.50 |
| D5730 | 1 | 40.00 |
| D5761 | 1 | 113.00 |
| D5810 | 1 | - |
| D5820 | 2 | - |
| D5862 | 2 | - |

School Board of Broward County
 Claims Paid for 2007 Enhanced PPO Plan - Retiree and Cobra Only

| Procedure Code | Number of Procedures | Benefits Paid |
|----------------|-------------------------|---------------|
| D6010 | 4 | - |
| D6020 | 2 | - |
| D6056 | 3 | - |
| D6059 | 1 | - |
| D6061 | - | - |
| D6062 | 1 | 411.50 |
| D6064 | 1 | - |
| D6066 | - | - |
| D6210 | 4 | 1,276.00 |
| D6211 | 1 | 261.20 |
| D6240 | 9 | 1,630.00 |
| D6241 | - | - |
| D6242 | 1 | 293.00 |
| D6245 | 3 | 784.00 |
| D6740 | 8 | 1,443.40 |
| D6750 | 20 | 4,817.90 |
| D6751 | 1 | 325.00 |
| D6752 | 2 | 587.00 |
| D6790 | 6 | 1,908.00 |
| D6791 | 1 | 293.00 |
| D6930 | 2 | 59.50 |
| D6972 | 3 | 58.80 |
| D6973 | 4 | 176.00 |
| D7110 | 2 | - |
| D7140 | 23 | 1,807.80 |
| D7210 | 19 | 1,342.10 |
| D7220 | 1 | 228.90 |
| D7230 | 3 | 274.40 |
| D7240 | 8 | 1,715.20 |
| D7250 | - | - |
| D7311 | 2 | - |
| D8080 | 10 | 992.50 |
| D9110 | 8 | 169.00 |
| D9215 | 1 | - |
| D9220 | 4 | 559.70 |
| D9221 | 13 | 447.20 |
| D9230 | 13 | - |
| D9241 | 2 | - |
| D9242 | 2 | - |
| D9248 | 1 | - |
| D9310 | 2 | 14.00 |
| D9610 | 6 | - |
| D9630 | 28 | - |
| D9910 | 13 | 69.60 |
| D9940 | 1 | - |
| D9942 | 2 | - |
| D9951 | 13 | 230.80 |
| D9952 | 1 | 30.00 |
| D9972 | 2 | - |
| D9999 | 4 | - |

School Board of Broward County
 Claims Paid for 2007 Enhanced PPO Plan - Retiree and Cobra Only

| Procedure Code | Number of Procedures | Benefits Paid |
|----------------|----------------------|---------------|
| D7410 | 1 | - |
| D7440 | 2 | - |
| D7471 | 1 | 293.60 |
| D7473 | 1 | 70.00 |
| D7510 | 1 | 179.20 |
| D7950 | 2 | - |
| D7953 | 1 | - |
| D7999 | 1 | - |
| D8080 | 24 | 2,584.10 |
| D8670 | 8 | - |
| D9110 | 19 | 1,005.20 |
| D9120 | 2 | 20.00 |
| D9215 | 4 | - |
| D9220 | 5 | 538.90 |
| D9221 | 6 | 364.80 |
| D9230 | 20 | - |
| D9241 | 3 | 489.80 |
| D9242 | 4 | - |
| D9310 | 12 | 276.00 |
| D9430 | 3 | - |
| D9610 | 3 | - |
| D9630 | 40 | - |
| D9910 | 13 | 110.40 |
| D9940 | 3 | - |
| D9942 | 1 | - |
| D9951 | 9 | 137.50 |
| D9952 | 1 | - |
| D9999 | 10 | - |
| D7310 | 1 | - |
| D7311 | 1 | 59.50 |
| D7321 | 1 | 95.20 |
| D7510 | 6 | 251.30 |
| D7511 | 1 | - |
| D7950 | 1 | - |
| D7953 | 10 | - |
| D7955 | - | - |
| D7970 | - | - |
| D7971 | 1 | - |
| D8070 | 7 | 539.00 |
| D8080 | 37 | 2,985.80 |
| D8090 | 4 | 360.00 |
| D8660 | 1 | 14.80 |
| D8670 | 13 | - |
| D9110 | 20 | 1,165.50 |
| D9120 | - | - |
| D9215 | 2 | - |
| D9220 | 1 | - |
| D9221 | - | - |
| D9230 | 37 | - |
| D9241 | 5 | 185.70 |

School Board of Broward County
Claims Paid for 2007 Enhanced PPO Plan - Retiree and Cobra Only

| Procedure Code | Number of Procedures | Benefits Paid |
|----------------|-------------------------|-------------------|
| D9242 | - | - |
| D9310 | 11 | 157.20 |
| D9430 | 2 | - |
| D9440 | 1 | - |
| D9610 | 7 | - |
| D9630 | 33 | - |
| D9910 | 19 | 31.50 |
| D9940 | 5 | - |
| D9950 | 5 | - |
| D9951 | 13 | 215.60 |
| D9952 | 1 | 70.00 |
| D9999 | 27 | - |
| Total | 3,084 | 169,985.30 |

SAFEGUARD

School Board of Broward County
 Claims Paid by Date of Service 9/1/08 - 8/31/09
 Plan: Basic (Active)

| Procedure | Proc Desc | Proc Category | Count of Procedure | Sum of Plan Resp |
|-----------|-----------------------------------------------|---------------|--------------------|------------------|
| 120 | Periodic oral evaluation | DIAGNOSTIC | 33 | \$210.00 |
| 130 | Limited oral evaluation - problem focused | DIAGNOSTIC | 1 | \$0.00 |
| 140 | Limited oral evaluation - problem focused | DIAGNOSTIC | 8 | \$0.00 |
| 150 | Comprehensive oral evaluation | DIAGNOSTIC | 31 | \$84.00 |
| 180 | Comprehensive perio evaluation | DIAGNOSTIC | 1 | \$0.00 |
| 210 | Complete x-ray series | DIAGNOSTIC | 12 | \$0.00 |
| 220 | Intraoral - periapical first film | DIAGNOSTIC | 29 | \$60.00 |
| 230 | Intraoral - periapical each additional film | DIAGNOSTIC | 21 | \$30.00 |
| 240 | Intraoral - occlusal film | DIAGNOSTIC | 4 | \$0.00 |
| 272 | Bitewings - two films | DIAGNOSTIC | 6 | \$0.00 |
| 274 | Bitewings - four films | DIAGNOSTIC | 32 | \$184.00 |
| 330 | Panoramic film | DIAGNOSTIC | 16 | \$48.00 |
| 431 | Adjunctive pre-diagnostic test | DIAGNOSTIC | 1 | \$0.00 |
| 460 | Pulp vitality tests | DIAGNOSTIC | 1 | \$26.00 |
| 1110 | Prophylaxis - adult | PREVENTIVE | 55 | \$367.00 |
| 1111 | Prophylaxis - adult | PREVENTIVE | 1 | \$0.00 |
| 1120 | Prophylaxis - child | PREVENTIVE | 12 | \$18.00 |
| 1203 | Topical fluoride-child | PREVENTIVE | 8 | \$0.00 |
| 1204 | Topical fluoride-adult | PREVENTIVE | 4 | \$0.00 |
| 1330 | Oral hygiene instruction | PREVENTIVE | 3 | \$0.00 |
| 1351 | Sealant - per tooth | PREVENTIVE | 10 | \$0.00 |
| 2330 | Resin-based composite - one surface, anterior | RESTORATIVE | 2 | \$0.00 |
| 2332 | Three surface composite anterior | RESTORATIVE | 3 | \$0.00 |
| 2335 | 4 or more surf composite ant | RESTORATIVE | 2 | \$0.00 |
| 2391 | One surface composite posterior | RESTORATIVE | 2 | \$0.00 |
| 2392 | Two surface composite posterior | RESTORATIVE | 6 | \$10.00 |

| | | | |
|---------------------------------------------------|----------------------|-----|------------|
| 2393 3 surface composite posterior | RESTORATIVE | 1 | \$0.00 |
| 2394 4 or more surf composite post | RESTORATIVE | 4 | \$258.00 |
| 2651 Inlay - composite/resin two surfaces | RESTORATIVE | 1 | \$0.00 |
| 2750 Crown - porcelain fused to high noble metal | RESTORATIVE | 7 | \$730.00 |
| 2950 Core buildup, including any pins | RESTORATIVE | 4 | \$0.00 |
| 2952 Cast post and core in addition to crown | RESTORATIVE | 1 | \$0.00 |
| 2954 Prefab post and core | RESTORATIVE | 4 | \$230.00 |
| 2999 Unspecified restorative procedure, by report | RESTORATIVE | 1 | \$0.00 |
| 3310 Anterior (excluding final restoration) | ENDODONTICS | 1 | \$25.00 |
| 3330 Molar (excluding final restoration) | ENDODONTICS | 3 | \$1,248.00 |
| 3910 Endodontic isolation | ENDODONTICS | 1 | \$0.00 |
| 4341 Scaling/root planing - per quad | PERIODONTICS | 31 | \$299.00 |
| 4355 Full mouth debridement | PERIODONTICS | 10 | \$0.00 |
| 4381 Delivery of antimicrobial agents | PERIODONTICS | 13 | \$0.00 |
| 4910 Periodontal maintenance | PERIODONTICS | 7 | \$390.00 |
| 4999 Unspecified periodontal procedure, by report | PERIODONTICS | 4 | \$0.00 |
| 6059 Implant crown-porcel-high noble | IMPLANT SERVICES | 2 | \$0.00 |
| 6240 Pontic - porcelain fused to high noble metal | FIXED PROSTHODONTICS | 1 | \$40.00 |
| 6750 Crown - porcelain fused to high noble metal | FIXED PROSTHODONTICS | 2 | \$80.00 |
| 7210 Extract erupted tooth - surgical | ORAL SURGERY | 1 | \$110.00 |
| 9310 Consultation | ADJUNCT. GEN. SVCS. | 1 | \$0.00 |
| 9430 Office visit - regular hours | ADJUNCT. GEN. SVCS. | 13 | \$300.00 |
| 9491 Office visit - per visit | ADJUNCT. GEN. SVCS. | 124 | \$1,107.00 |
| 9610 Therapeutic drug injection, by report | ADJUNCT. GEN. SVCS. | 4 | \$0.00 |
| 9630 Other drugs and/or medications, by report | ADJUNCT. GEN. SVCS. | 27 | \$0.00 |
| 9910 Application of desensitizing medications | ADJUNCT. GEN. SVCS. | 2 | \$0.00 |
| 9999 Unspecified adjunctive procedure, by report | ADJUNCT. GEN. SVCS. | 13 | \$1.71 |
| Grand Total | | 587 | \$5,855.71 |

School Board of Broward County
 Claims Paid by Date of Service 9/1/08 - 8/31/09
 Plan: Enhanced (Active)

| Procedure | Proc Desc | Proc Category | Count of Procedure | Sum of Plan Resp |
|-----------|---------------------------------------------|---------------|--------------------|------------------|
| 116 | Prosthetic evaluation and treatment plan | DIAGNOSTIC | 2 | \$0.00 |
| 120 | Periodic oral evaluation | DIAGNOSTIC | 361 | \$1,476.00 |
| 130 | Limited oral evaluation - problem focused | DIAGNOSTIC | 2 | \$0.00 |
| 140 | Limited oral evaluation - problem focused | DIAGNOSTIC | 202 | \$5,571.00 |
| 150 | Comprehensive oral evaluation | DIAGNOSTIC | 247 | \$1,612.00 |
| 170 | Limited oral re-evaluation | DIAGNOSTIC | 9 | \$0.00 |
| 180 | Comprehensive perio evaluation | DIAGNOSTIC | 31 | \$760.00 |
| 210 | Complete x-ray series | DIAGNOSTIC | 118 | \$118.00 |
| 220 | Intraoral - periapical first film | DIAGNOSTIC | 297 | \$1,217.00 |
| 230 | Intraoral - periapical each additional film | DIAGNOSTIC | 218 | \$370.00 |
| 240 | Intraoral - occlusal film | DIAGNOSTIC | 17 | \$90.00 |
| 270 | Bitewings - single film | DIAGNOSTIC | 8 | \$11.00 |
| 272 | Bitewings - two films | DIAGNOSTIC | 96 | \$352.00 |
| 274 | Bitewings - four films | DIAGNOSTIC | 223 | \$392.00 |
| 322 | Tomographic survey | DIAGNOSTIC | 1 | \$0.00 |
| 330 | Panoramic film | DIAGNOSTIC | 106 | \$2,059.00 |
| 431 | Adjunctive pre-diagnostic test | DIAGNOSTIC | 5 | \$0.00 |
| 460 | Pulp vitality tests | DIAGNOSTIC | 11 | \$222.00 |
| 470 | Diagnostic casts | DIAGNOSTIC | 3 | \$50.00 |
| 999 | Unspecified diagnostic procedure, by report | DIAGNOSTIC | 2 | \$0.00 |
| 1110 | Prophylaxis - adult | PREVENTIVE | 656 | \$3,895.00 |
| 1111 | Prophylaxis - adult | PREVENTIVE | 6 | \$0.00 |
| 1120 | Prophylaxis - child | PREVENTIVE | 126 | \$1,068.00 |
| 1203 | Topical fluoride-child | PREVENTIVE | 104 | \$390.00 |
| 1204 | Topical fluoride-adult | PREVENTIVE | 128 | \$30.00 |
| 1205 | Fluoride (including prophylaxis) - adult | PREVENTIVE | 1 | \$0.00 |

| | | | |
|----------------------------------------------------|-------------|-----|------------|
| 1310 Nutritional counseling | PREVENTIVE | 1 | \$0.00 |
| 1330 Oral hygiene instruction | PREVENTIVE | 99 | \$476.00 |
| 1351 Sealant - per tooth | PREVENTIVE | 40 | \$250.00 |
| 2140 Amalgam - one surface, primary or permanent | RESTORATIVE | 4 | \$0.00 |
| 2150 Amalgam - two surfaces, primary or permanent | RESTORATIVE | 5 | \$83.00 |
| 2160 Three surface amalgam | RESTORATIVE | 3 | \$0.00 |
| 2330 Resin-based composite - one surface, anterior | RESTORATIVE | 13 | \$120.00 |
| 2331 Two surface composite anterior | RESTORATIVE | 28 | \$471.00 |
| 2332 Three surface composite anterior | RESTORATIVE | 19 | \$385.00 |
| 2335 4 or more surf composite ant | RESTORATIVE | 17 | \$798.00 |
| 2391 One surface composite posterior | RESTORATIVE | 89 | \$362.00 |
| 2392 Two surface composite posterior | RESTORATIVE | 108 | \$590.00 |
| 2393 3 surface composite posterior | RESTORATIVE | 41 | \$150.00 |
| 2394 4 or more surf composite post | RESTORATIVE | 23 | \$602.00 |
| 2520 Inlay - metallic - two surfaces | RESTORATIVE | 1 | \$0.00 |
| 2530 Inlay - metallic - three or more surfaces | RESTORATIVE | 1 | \$580.00 |
| 2740 Crown - porcelain/ceramic substrate | RESTORATIVE | 9 | \$685.00 |
| 2750 Crown - porcelain fused to high noble metal | RESTORATIVE | 131 | \$9,581.00 |
| 2752 Crown - porcelain fused to noble metal | RESTORATIVE | 4 | \$160.00 |
| 2790 Crown - full cast high noble metal | RESTORATIVE | 2 | \$80.00 |
| 2920 Recement crown | RESTORATIVE | 2 | \$0.00 |
| 2932 Prefabricated resin crown | RESTORATIVE | 1 | \$0.00 |
| 2940 Protective restoration | RESTORATIVE | 11 | \$0.00 |
| 2950 Core buildup, including any pins | RESTORATIVE | 76 | \$965.00 |
| 2954 Prefab post and core | RESTORATIVE | 21 | \$690.00 |
| 2960 Labial veneer (resin laminate) - chairside | RESTORATIVE | 2 | \$0.00 |
| 2980 Crown repair, by report | RESTORATIVE | 1 | \$0.00 |
| 2999 Unspecified restorative procedure, by report | RESTORATIVE | 12 | \$0.00 |
| 3110 Pulp cap-direct | ENDODONTICS | 2 | \$0.00 |
| 3120 Pulp cap-indirect | ENDODONTICS | 3 | \$75.00 |
| 3221 Pulpal debridement | ENDODONTICS | 1 | \$0.00 |
| 3240 Pulpal therapy - posterior, primary tooth | ENDODONTICS | 1 | \$0.00 |
| 3310 Anterior (excluding final restoration) | ENDODONTICS | 7 | \$1,755.00 |
| 3320 Bicuspid (excluding final restoration) | ENDODONTICS | 26 | \$4,181.00 |

| | | | |
|---------------------------------------------------|--------------------------|-----|-------------|
| 3330 Molar (excluding final restoration) | ENDODONTICS | 71 | \$22,991.00 |
| 3331 Treatment of root canal obstruct | ENDODONTICS | 3 | \$0.00 |
| 3346 Root canal retreat - anterior | ENDODONTICS | 3 | \$1,239.00 |
| 3348 Root canal retreat - molar | ENDODONTICS | 8 | \$1,902.00 |
| 3910 Endodontic isolation | ENDODONTICS | 3 | \$0.00 |
| 3950 Canal prep of performed dowel/post | ENDODONTICS | 4 | \$0.00 |
| 4210. Gingivectomy/plasty per quad | PERIODONTICS | 1 | \$0.00 |
| 4211. Gingivectomy/plasty 1-3 teeth per quad | PERIODONTICS | 9 | \$0.00 |
| 4220 Ging curet surg/quad br | PERIODONTICS | 8 | \$0.00 |
| 4249 Clinical crown lengthening - hard tissue | PERIODONTICS | 20 | \$1,911.00 |
| 4260 Osseous surgery - 4 or more teeth | PERIODONTICS | 16 | \$1,808.00 |
| 4263 Bone graft-first site | PERIODONTICS | 1 | \$0.00 |
| 4265 Biologic materials | PERIODONTICS | 1 | \$0.00 |
| 4266 Guided tissue regeneration- resorbable | PERIODONTICS | 1 | \$0.00 |
| 4273 Subepithelial tissue graft/tooth | PERIODONTICS | 3 | \$535.00 |
| 4274 Distal or proximal wedge procedure | PERIODONTICS | 2 | \$0.00 |
| 4341 Scaling/root planing - per quad | PERIODONTICS | 104 | \$2,650.00 |
| 4342 Scaling & root planing - 1-3 teeth | PERIODONTICS | 18 | \$88.00 |
| 4355 Full mouth debridement | PERIODONTICS | 92 | \$456.00 |
| 4381 Delivery of antimicrobial agents | PERIODONTICS | 88 | \$0.00 |
| 4910 Periodontal maintenance | PERIODONTICS | 169 | \$1,945.00 |
| 4999 Unspecified periodontal procedure, by report | PERIODONTICS | 18 | \$0.00 |
| 5110 Complete denture, maxillary (upper) | REMOVABLE PROSTHODONTICS | 3 | \$250.00 |
| 5120 Complete denture, mandibular (lower) | REMOVABLE PROSTHODONTICS | 2 | \$125.00 |
| 5211 Upper partial denture-resin | REMOVABLE PROSTHODONTICS | 1 | \$200.00 |
| 5213 Upper partial denture-cast | REMOVABLE PROSTHODONTICS | 2 | \$100.00 |
| 5214 Lower partial denture-cast | REMOVABLE PROSTHODONTICS | 4 | \$754.00 |
| 5421 Adjust partial denture - upper | REMOVABLE PROSTHODONTICS | 1 | \$0.00 |
| 5650 Add tooth to existing partial denture | REMOVABLE PROSTHODONTICS | 1 | \$35.00 |
| 5660 Add clasp to existing partial denture | REMOVABLE PROSTHODONTICS | 7 | \$30.00 |
| 5741 Reline lower partial denture (chairside) | REMOVABLE PROSTHODONTICS | 1 | \$0.00 |
| 5750 Reline upper complete denture (laboratory) | REMOVABLE PROSTHODONTICS | 1 | \$0.00 |
| 5760 Reline upper partial denture (laboratory) | REMOVABLE PROSTHODONTICS | 1 | \$0.00 |
| 5821 Interim partial denture (lower) | REMOVABLE PROSTHODONTICS | 2 | \$175.00 |

| | | | |
|---------------------------------------------------|---------------------------|-----|-------------|
| 5999 Unspec. maxillofacial prosthesis | MAXILLOFACIAL PROSTHETICS | | |
| 6056 Prefabricated abutment | IMPLANT SERVICES | 2 | \$0.00 |
| 6057 Custom abutment | IMPLANT SERVICES | 1 | \$0.00 |
| 6058 Abutment supported porcelain/ceramic crown | IMPLANT SERVICES | 4 | \$0.00 |
| 6059 Implant crown-porcel-high noble | IMPLANT SERVICES | 2 | \$0.00 |
| 6210 Pontic - cast high noble metal | FIXED PROSTHODONTICS | 4 | \$0.00 |
| 6240 Pontic - porcelain fused to high noble metal | FIXED PROSTHODONTICS | 3 | \$120.00 |
| 6242 Pontic - porcelain fused to noble metal | FIXED PROSTHODONTICS | 4 | \$510.00 |
| 6750 Crown - porcelain fused to high noble metal | FIXED PROSTHODONTICS | 1 | \$40.00 |
| 6751 Bridge crown-porc-base metal | FIXED PROSTHODONTICS | 9 | \$1,110.00 |
| 6752 Crown - porcelain fused to noble metal | FIXED PROSTHODONTICS | 1 | \$0.00 |
| 6930 Recement fixed partial denture | FIXED PROSTHODONTICS | 2 | \$80.00 |
| 6999 Unspecified fixed prosth. proc | FIXED PROSTHODONTICS | 5 | \$0.00 |
| 7140 Extract erupt tooth/exposed root | FIXED PROSTHODONTICS | 1 | \$0.00 |
| 7210 Extract erupted tooth - surgical | ORAL SURGERY | 9 | \$504.00 |
| 7220 Removal of impacted tooth - soft tissue | ORAL SURGERY | 107 | \$9,413.00 |
| 7230 Removal of impacted tooth - partially bony | ORAL SURGERY | 8 | \$797.00 |
| 7240 Removal of impacted tooth - completely bony | ORAL SURGERY | 37 | \$6,706.00 |
| 7241 Ext impacted tooth bony w/compl | ORAL SURGERY | 33 | \$6,882.00 |
| 7250 Surg removal - residual root | ORAL SURGERY | 5 | \$200.00 |
| 7280 Surgical access of an unerupted tooth | ORAL SURGERY | 16 | \$1,868.00 |
| 7283 Unerupted tooth device | ORAL SURGERY | 2 | \$100.00 |
| 7310 Alveoloplasty - with extractions 4 or more | ORAL SURGERY | 2 | \$0.00 |
| 7311 Alveoloplasty with extractions | ORAL SURGERY | 11 | \$155.00 |
| 7450 Remove odontogenic cyst/tumor | ORAL SURGERY | 6 | \$0.00 |
| 7451 Remove odontogenic cyst/tumor | ORAL SURGERY | 1 | \$0.00 |
| 7510 Incision & drainage of abscess | ORAL SURGERY | 2 | \$760.00 |
| 7953 Bone replacement graft - per site | ORAL SURGERY | 4 | \$378.00 |
| 8080 Comprehensive ortho-adolescent | ORTHODONTICS | 2 | \$0.00 |
| 8090 Comprehensive ortho-adult | ORTHODONTICS | 63 | \$19,400.00 |
| 8680 Orthodontic retention | ORTHODONTICS | 6 | \$2,100.00 |
| 9110 Palliative (emergency) treatment | ORTHODONTICS | 1 | \$0.00 |
| 9215 Local anesthesia | ADJUNCT. GEN. SVCS. | 23 | \$277.00 |
| 9220 Gen anesth/deep sedation-1st 30 | ADJUNCT. GEN. SVCS. | 3 | \$34.00 |
| | ADJUNCT. GEN. SVCS. | 8 | \$0.00 |

| | | | |
|--------------------------------------------------|---------------------|------|--------------|
| 9221 Gen anesth/deep sedation 15 addl | ADJUNCT. GEN. SVCS. | 15 | \$0.00 |
| 9230 Analgesia, anxiolysis, nitrous | ADJUNCT. GEN. SVCS. | 18 | \$1,175.00 |
| 9241 IV sedation/first 30 minutes | ADJUNCT. GEN. SVCS. | 5 | \$0.00 |
| 9242 IV sedation/ea addl 15 minutes | ADJUNCT. GEN. SVCS. | 6 | \$0.00 |
| 9248 Non-intravenous conscious sedation | ADJUNCT. GEN. SVCS. | 2 | \$0.00 |
| 9310 Consultation | ADJUNCT. GEN. SVCS. | 30 | \$1,864.00 |
| 9430 Office visit - regular hours | ADJUNCT. GEN. SVCS. | 139 | \$1,400.00 |
| 9491 Office visit - per visit | ADJUNCT. GEN. SVCS. | 1510 | \$13,131.00 |
| 9610 Therapeutic drug injection, by report | ADJUNCT. GEN. SVCS. | 3 | \$0.00 |
| 9630 Other drugs and/or medicaments, by report | ADJUNCT. GEN. SVCS. | 145 | \$0.00 |
| 9910 Application of desensitizing medicaments | ADJUNCT. GEN. SVCS. | 30 | \$0.00 |
| 9911 Desensitizing resin | ADJUNCT. GEN. SVCS. | 4 | \$0.00 |
| 9940 Occlusal guard, by report | ADJUNCT. GEN. SVCS. | 4 | \$0.00 |
| 9950 Occlusion analysis - mounted case | ADJUNCT. GEN. SVCS. | 9 | \$0.00 |
| 9951 Occlusal adjustment - limited | ADJUNCT. GEN. SVCS. | 19 | \$135.00 |
| 9952 Occlusal adjustment - complete | ADJUNCT. GEN. SVCS. | 3 | \$200.00 |
| 9971 Odontoplasty | ADJUNCT. GEN. SVCS. | 1 | \$0.00 |
| 9999 Unspecified adjunctive procedure, by report | ADJUNCT. GEN. SVCS. | 191 | \$193.89 |
| Grand Total | | 6975 | \$149,448.89 |

School Board of Broward County
 Claims Paid by Date of Service 9/1/07 - 8/31/08
 Plan: Basic (Active)

| Procedure | Proc Desc | Proc Category | Count of Procedure | Sum of Plan Resp |
|-----------|-----------------------------------------------|---------------|--------------------|------------------|
| 120 | Periodic oral evaluation | DIAGNOSTIC | 24 | \$120.00 |
| 140 | Limited oral evaluation - problem focused | DIAGNOSTIC | 3 | \$171.00 |
| 150 | Comprehensive oral evaluation | DIAGNOSTIC | 23 | \$210.00 |
| 180 | Comprehensive perio evaluation | DIAGNOSTIC | 1 | \$30.00 |
| 210 | Complete x-ray series | DIAGNOSTIC | 17 | \$170.00 |
| 220 | Intraoral - periapical first film | DIAGNOSTIC | 14 | \$72.00 |
| 230 | Intraoral - periapical each additional film | DIAGNOSTIC | 11 | \$40.00 |
| 272 | Bitewings - two films | DIAGNOSTIC | 6 | \$0.00 |
| 274 | Bitewings - four films | DIAGNOSTIC | 18 | \$162.00 |
| 330 | Panoramic film | DIAGNOSTIC | 9 | \$380.00 |
| 1110 | Prophylaxis - adult | PREVENTIVE | 40 | \$341.00 |
| 1111 | Prophylaxis - adult | PREVENTIVE | 1 | \$35.00 |
| 1120 | Prophylaxis - child | PREVENTIVE | 8 | \$53.00 |
| 1201 | Fluoride (including prophylaxis) - child | PREVENTIVE | 2 | \$0.00 |
| 1203 | Topical fluoride-child | PREVENTIVE | 7 | \$15.00 |
| 1204 | Topical fluoride-adult | PREVENTIVE | 4 | \$0.00 |
| 1330 | Oral hygiene instruction | PREVENTIVE | 9 | \$0.00 |
| 2140 | Amalgam - one surface, primary or permanent | RESTORATIVE | 11 | \$540.00 |
| 2150 | Amalgam - two surfaces, primary or permanent | RESTORATIVE | 3 | \$249.00 |
| 2330 | Resin-based composite - one surface, anterior | RESTORATIVE | 1 | \$0.00 |
| 2331 | Two surface composite anterior | RESTORATIVE | 1 | \$0.00 |
| 2332 | Three surface composite anterior | RESTORATIVE | 2 | \$160.00 |
| 2391 | One surface composite posterior | RESTORATIVE | 5 | \$0.00 |
| 2392 | Two surface composite posterior | RESTORATIVE | 15 | \$117.00 |
| 2393 | 3 surface composite posterior | RESTORATIVE | 4 | \$0.00 |
| 2394 | 4 or more surf composite post | RESTORATIVE | 10 | \$344.00 |

| | | | |
|---------------------------------------------------|----------------------|-----|-------------|
| 2750 Crown - porcelain fused to high noble metal | RESTORATIVE | 3 | \$780.00 |
| 2950 Core buildup, including any pins | RESTORATIVE | 1 | \$106.00 |
| 2954 Prefab post and core | RESTORATIVE | 5 | \$575.00 |
| 3120 Pulp cap-indirect | ENDODONTICS | 12 | \$175.00 |
| 3220 Therapeutic pulpotomy | ENDODONTICS | 1 | \$0.00 |
| 3310 Anterior (excluding final restoration) | ENDODONTICS | 1 | \$345.00 |
| 3320 Bicuspid (excluding final restoration) | ENDODONTICS | 1 | \$395.00 |
| 3330 Molar (excluding final restoration) | ENDODONTICS | 4 | \$1,737.00 |
| 4260 Osseous surgery - 4 or more teeth | PERIODONTICS | 13 | \$3,200.00 |
| 4263 Bone graft-first site | PERIODONTICS | 12 | \$0.00 |
| 4341 Scaling/root planing - per quad | PERIODONTICS | 22 | \$234.00 |
| 4355 Full mouth debridement | PERIODONTICS | 7 | \$78.00 |
| 4381 Delivery of antimicrobial agents | PERIODONTICS | 12 | \$0.00 |
| 4910 Periodontal maintenance | PERIODONTICS | 8 | \$210.00 |
| 4999 Unspecified periodontal procedure, by report | PERIODONTICS | 4 | \$0.00 |
| 6240 Pontic - porcelain fused to high noble metal | FIXED PROSTHODONTICS | 4 | \$1,560.00 |
| 6750 Crown - porcelain fused to high noble metal | FIXED PROSTHODONTICS | 7 | \$3,045.00 |
| 7140 Extract erupt tooth/exposed root | ORAL SURGERY | 1 | \$0.00 |
| 7210 Extract erupted tooth - surgical | ORAL SURGERY | 8 | \$472.00 |
| 7230 Removal of impacted tooth - partially bony | ORAL SURGERY | 2 | \$320.00 |
| 7240 Removal of impacted tooth - completely bony | ORAL SURGERY | 2 | \$340.00 |
| 7310 Alveoloplasty - with extractions 4 or more | ORAL SURGERY | 4 | \$500.00 |
| 9220 Gen anesth/deep sedation-1st 30 | ADJUNCT. GEN. SVCS. | 3 | \$0.00 |
| 9221 Gen anesth/deep sedation 15 addl | ADJUNCT. GEN. SVCS. | 32 | \$0.00 |
| 9430 Office visit - regular hours | ADJUNCT. GEN. SVCS. | 15 | \$250.00 |
| 9450 Case presentation | ADJUNCT. GEN. SVCS. | 1 | \$0.00 |
| 9491 Office visit - per visit | ADJUNCT. GEN. SVCS. | 103 | \$900.00 |
| 9630 Other drugs and/or medications, by report | ADJUNCT. GEN. SVCS. | 29 | \$0.00 |
| 9910 Application of desensitizing medicaments | ADJUNCT. GEN. SVCS. | 15 | \$0.00 |
| 9999 Unspecified adjunctive procedure, by report | ADJUNCT. GEN. SVCS. | 23 | \$42.64 |
| Grand Total | | 604 | \$18,473.64 |

School Board of Broward County
 Claims Paid by Date of Service 9/1/07 - 8/31/08
 Plan: Enhanced (Active)

| Procedure | Proc Desc | Proc Category | Count of Procedure | Sum of Plan Resp |
|-----------|---------------------------------------------|---------------|--------------------|------------------|
| 115 | Clinical examination and consultation | DIAGNOSTIC | 1 | \$0.00 |
| 120 | Periodic oral evaluation | DIAGNOSTIC | 292 | \$1,261.00 |
| 130 | Limited oral evaluation - problem focused | DIAGNOSTIC | 1 | \$0.00 |
| 140 | Limited oral evaluation - problem focused | DIAGNOSTIC | 176 | \$4,494.00 |
| 150 | Comprehensive oral evaluation | DIAGNOSTIC | 243 | \$1,931.00 |
| 170 | Limited oral re-evaluation | DIAGNOSTIC | 1 | \$0.00 |
| 180 | Comprehensive perio evaluation | DIAGNOSTIC | 38 | \$689.00 |
| 210 | Complete x-ray series | DIAGNOSTIC | 109 | \$425.00 |
| 220 | Intraoral - periapical first film | DIAGNOSTIC | 316 | \$1,220.00 |
| 230 | Intraoral - periapical each additional film | DIAGNOSTIC | 217 | \$332.00 |
| 240 | Intraoral - occlusal film | DIAGNOSTIC | 2 | \$0.00 |
| 270 | Bitewings - single film | DIAGNOSTIC | 5 | \$0.00 |
| 272 | Bitewings - two films | DIAGNOSTIC | 61 | \$308.00 |
| 274 | Bitewings - four films | DIAGNOSTIC | 254 | \$616.00 |
| 330 | Panoramic film | DIAGNOSTIC | 95 | \$2,414.00 |
| 350 | Oral/facial photo images | DIAGNOSTIC | 1 | \$34.00 |
| 460 | Pulp vitality tests | DIAGNOSTIC | 16 | \$353.00 |
| 470 | Diagnostic casts | DIAGNOSTIC | 2 | \$0.00 |
| 1110 | Prophylaxis - adult | PREVENTIVE | 527 | \$2,809.00 |
| 1111 | Prophylaxis - adult | PREVENTIVE | 12 | \$290.00 |
| 1120 | Prophylaxis - child | PREVENTIVE | 127 | \$1,056.00 |
| 1201 | Fluoride (including prophylaxis) - child | PREVENTIVE | 7 | \$0.00 |
| 1203 | Topical fluoride-child | PREVENTIVE | 107 | \$345.00 |
| 1204 | Topical fluoride-adult | PREVENTIVE | 120 | \$62.00 |
| 1205 | Fluoride (including prophylaxis) - adult | PREVENTIVE | 5 | \$0.00 |
| 1206 | Topical fluoride varnish | PREVENTIVE | 2 | \$0.00 |

| | | | |
|----------------------------------------------------|-------------|-----|------------|
| 1330 Oral hygiene instruction | PREVENTIVE | 68 | \$319.00 |
| 1351 Sealant - per tooth | PREVENTIVE | 20 | \$200.00 |
| 1510 Space maintainer - fixed - unilateral | PREVENTIVE | 4 | \$160.00 |
| 1525 Space maintainer - removable - bilateral | PREVENTIVE | 1 | \$0.00 |
| 1555 Removal of fixed space maintainer | PREVENTIVE | 2 | \$0.00 |
| 2140 Amalgam - one surface, primary or permanent | RESTORATIVE | 3 | \$0.00 |
| 2150 Amalgam - two surfaces, primary or permanent | RESTORATIVE | 4 | \$166.00 |
| 2160 Three surface amalgam | RESTORATIVE | 1 | \$0.00 |
| 2330 Resin-based composite - one surface, anterior | RESTORATIVE | 12 | \$360.00 |
| 2331 Two surface composite anterior | RESTORATIVE | 22 | \$500.00 |
| 2332 Three surface composite anterior | RESTORATIVE | 17 | \$60.00 |
| 2335 4 or more surf composite ant | RESTORATIVE | 22 | \$885.00 |
| 2381 Resin - two surfaces posterior, primary | RESTORATIVE | 1 | \$0.00 |
| 2390 Resin-based composite crown, anterior | RESTORATIVE | 1 | \$0.00 |
| 2391 One surface composite posterior | RESTORATIVE | 143 | \$805.00 |
| 2392 Two surface composite posterior | RESTORATIVE | 140 | \$501.00 |
| 2393 3 surface composite posterior | RESTORATIVE | 52 | \$505.00 |
| 2394 4 or more surf composite post | RESTORATIVE | 14 | \$860.00 |
| 2620 Inlay - porcelain/ceramic - two surfaces | RESTORATIVE | 1 | \$0.00 |
| 2740 Crown - porcelain/ceramic substrate | RESTORATIVE | 21 | \$1,370.00 |
| 2750 Crown - porcelain fused to high noble metal | RESTORATIVE | 105 | \$6,685.00 |
| 2790 Crown - full cast high noble metal | RESTORATIVE | 3 | \$40.00 |
| 2920 Recement crown | RESTORATIVE | 7 | \$0.00 |
| 2940 Protective restoration | RESTORATIVE | 15 | \$0.00 |
| 2950 Core buildup, including any pins | RESTORATIVE | 83 | \$1,208.00 |
| 2954 Prefab post and core | RESTORATIVE | 12 | \$275.00 |
| 2955 Post removal | RESTORATIVE | 1 | \$93.00 |
| 2962 Labial veneer (porcelain laminate)-laboratory | RESTORATIVE | 2 | \$0.00 |
| 2970 Temporary crown (fractured tooth) | RESTORATIVE | 4 | \$0.00 |
| 2999 Unspecified restorative procedure, by report | RESTORATIVE | 11 | \$0.00 |
| 3110 Pulp cap-direct | ENDODONTICS | 3 | \$0.00 |
| 3120 Pulp cap-indirect | ENDODONTICS | 1 | \$0.00 |
| 3220 Therapeutic pulpotomy | ENDODONTICS | 2 | \$113.00 |
| 3221 Pulpal debridement | ENDODONTICS | 2 | \$0.00 |

| | | | |
|---------------------------------------------------|--------------------------|-----|-------------|
| 3310 Anterior (excluding final restoration) | ENDODONTICS | 10 | \$1,975.00 |
| 3320 Bicuspid (excluding final restoration) | ENDODONTICS | 22 | \$9,051.00 |
| 3330 Molar (excluding final restoration) | ENDODONTICS | 38 | \$20,951.00 |
| 3331 Treatment of root canal obstruct | ENDODONTICS | 1 | \$0.00 |
| 3332 Incomplete root canal therapy | ENDODONTICS | 1 | \$0.00 |
| 3346 Root canal retreat - anterior | ENDODONTICS | 2 | \$955.00 |
| 3347 Root canal retreat - bicuspid | ENDODONTICS | 2 | \$1,168.00 |
| 3348 Root canal retreat - molar | ENDODONTICS | 4 | \$2,548.00 |
| 3353 Apexification/recalcification - final visit | ENDODONTICS | 1 | \$268.00 |
| 3421 Apicoectomy-bicuspid | ENDODONTICS | 3 | \$1,285.00 |
| 3425 Apicoectomy-molar | ENDODONTICS | 3 | \$1,635.00 |
| 3426 Apicoectomy-additional root | ENDODONTICS | 6 | \$180.00 |
| 3430 Retrograde filling - per root | ENDODONTICS | 12 | \$0.00 |
| 3910 Endodontic isolation | ENDODONTICS | 6 | \$0.00 |
| 3950 Canal prep of performed dowl/post | ENDODONTICS | 5 | \$0.00 |
| 4211 Gingivectomy/plasty 1-3 teeth per quad | PERIODONTICS | 11 | \$0.00 |
| 4220 Ging curet surg/quad br | PERIODONTICS | 11 | \$0.00 |
| 4249 Clinical crown lengthening - hard tissue | PERIODONTICS | 8 | \$2,525.00 |
| 4260 Osseous surgery - 4 or more teeth | PERIODONTICS | 14 | \$5,498.00 |
| 4263 Bone graft-first site | PERIODONTICS | 7 | \$0.00 |
| 4265 Biologic materials | PERIODONTICS | 2 | \$0.00 |
| 4271 Free soft tissue graft/site | PERIODONTICS | 1 | \$387.00 |
| 4274 Distal or proximal wedge procedure | PERIODONTICS | 1 | \$0.00 |
| 4341 Scaling/root planing - per quad | PERIODONTICS | 215 | \$6,194.00 |
| 4342 Scaling & root planing - 1-3 teeth | PERIODONTICS | 41 | \$264.00 |
| 4355 Full mouth debridement | PERIODONTICS | 70 | \$498.00 |
| 4381 Delivery of antimicrobial agents | PERIODONTICS | 126 | \$0.00 |
| 4910 Periodontal maintenance | PERIODONTICS | 124 | \$1,547.00 |
| 4999 Unspecified periodontal procedure, by report | PERIODONTICS | 19 | \$0.00 |
| 5110 Complete denture, maxillary (upper) | REMOVABLE PROSTHODONTICS | 1 | \$0.00 |
| 5130 Immediate denture, maxillary (upper) | REMOVABLE PROSTHODONTICS | 1 | \$100.00 |
| 5140 Immediate denture, mandibular (lower) | REMOVABLE PROSTHODONTICS | 1 | \$100.00 |
| 5212 Lower partial denture-resin | REMOVABLE PROSTHODONTICS | 1 | \$200.00 |
| 5213 Upper partial denture-cast | REMOVABLE PROSTHODONTICS | 1 | \$100.00 |

| | | | |
|---------------------------------------------------|---------------------------|----|-------------|
| 5214 Lower partial denture-cast | REMOVABLE PROSTHODONTICS | 2 | \$200.00 |
| 5226 Lower Partial Denture | REMOVABLE PROSTHODONTICS | 1 | \$0.00 |
| 5411 Adjust complete denture - lower | REMOVABLE PROSTHODONTICS | 3 | \$0.00 |
| 5750 Reline upper complete denture (laboratory) | REMOVABLE PROSTHODONTICS | 1 | \$0.00 |
| 5821 Interim partial denture (lower) | REMOVABLE PROSTHODONTICS | 1 | \$0.00 |
| 5999 Unspec. maxillofacial prosthesis | REMOVABLE PROSTHODONTICS | 1 | \$0.00 |
| 6056 Prefabricated abutment | MAXILLOFACIAL PROSTHETICS | 1 | \$0.00 |
| 6059 Implant crown-porcel-high noble | IMPLANT SERVICES | 1 | \$0.00 |
| 6240 Pontic - porcelain fused to high noble metal | IMPLANT SERVICES | 1 | \$0.00 |
| 6750 Crown - porcelain fused to high noble metal | FIXED PROSTHODONTICS | 12 | \$630.00 |
| 6790 Crown - full cast high noble metal | FIXED PROSTHODONTICS | 19 | \$1,230.00 |
| 6930 Recement fixed partial denture | FIXED PROSTHODONTICS | 3 | \$120.00 |
| 6972 Prefabricated post and core | FIXED PROSTHODONTICS | 2 | \$0.00 |
| 7111 Coronal remnants, deciduous tooth | FIXED PROSTHODONTICS | 1 | \$0.00 |
| 7140 Extract erupt tooth/exposed root | ORAL SURGERY | 6 | \$0.00 |
| 7210 Extract erupted tooth - surgical | ORAL SURGERY | 37 | \$1,203.00 |
| 7220 Removal of impacted tooth - soft tissue | ORAL SURGERY | 92 | \$7,989.00 |
| 7230 Removal of impacted tooth - partially bony | ORAL SURGERY | 9 | \$1,392.00 |
| 7240 Removal of impacted tooth - completely bony | ORAL SURGERY | 21 | \$2,856.00 |
| 7241 Ext impacted tooth bony w/compl | ORAL SURGERY | 82 | \$10,388.00 |
| 7250 Surg removal - residual root | ORAL SURGERY | 7 | \$334.00 |
| 7270 Tooth reimplantation | ORAL SURGERY | 5 | \$734.00 |
| 7280 Surgical access of an unerupted tooth | ORAL SURGERY | 2 | \$280.00 |
| 7285 Biopsy of oral tissue - (hard) | ORAL SURGERY | 4 | \$20.00 |
| 7310 Alveoloplasty - with extractions 4 or more | ORAL SURGERY | 1 | \$521.00 |
| 7311 Alveoloplasty with extractions | ORAL SURGERY | 12 | \$405.00 |
| 7450 Remove odontogenic cyst/tumor | ORAL SURGERY | 2 | \$0.00 |
| 7510 Incision & drainage of abscess | ORAL SURGERY | 1 | \$0.00 |
| 7953 Bone replacement graft - per site | ORAL SURGERY | 6 | \$567.00 |
| 7960 Frenulectomy - separate | ORAL SURGERY | 1 | \$0.00 |
| 7970 Excision of hyperplastic tissue, per arch | ORAL SURGERY | 1 | \$379.00 |
| 8080 Comprehensive ortho-adolescent | ORTHODONTICS | 2 | \$0.00 |
| 8090 Comprehensive ortho-adult | ORTHODONTICS | 41 | \$14,762.50 |
| 8999 Unspecified orthodontic procedure, by report | ORTHODONTICS | 16 | \$3,363.75 |
| | ORTHODONTICS | 1 | \$0.00 |

| | | | |
|--------------------------------------------------|---------------------|------|--------------|
| 9110 Palliative (emergency) treatment | ADJUNCT. GEN. SVCS. | 17 | \$207.00 |
| 9215 Local anesthesia | ADJUNCT. GEN. SVCS. | 9 | \$51.00 |
| 9220 Gen anesth/deep sedation-1st 30 | ADJUNCT. GEN. SVCS. | 7 | \$0.00 |
| 9221 Gen anesth/deep sedation 15 addl | ADJUNCT. GEN. SVCS. | 13 | \$0.00 |
| 9230 Analgesia, anxiolysis, nitrous | ADJUNCT. GEN. SVCS. | 15 | \$980.00 |
| 9241 IV sedation/first 30 minutes | ADJUNCT. GEN. SVCS. | 8 | \$0.00 |
| 9242 IV sedation/ea addl 15 minutes | ADJUNCT. GEN. SVCS. | 9 | \$0.00 |
| 9310 Consultation | ADJUNCT. GEN. SVCS. | 34 | \$2,537.00 |
| 9430 Office visit - regular hours | ADJUNCT. GEN. SVCS. | 105 | \$1,700.00 |
| 9440 Office visit - after regular office hours | ADJUNCT. GEN. SVCS. | 2 | \$55.00 |
| 9491 Office visit - per visit | ADJUNCT. GEN. SVCS. | 1533 | \$12,924.00 |
| 9610 Therapeutic drug injection, by report | ADJUNCT. GEN. SVCS. | 1 | \$0.00 |
| 9630 Other drugs and/or medicaments, by report | ADJUNCT. GEN. SVCS. | 176 | \$0.00 |
| 9910 Application of desensitizing medicaments | ADJUNCT. GEN. SVCS. | 53 | \$0.00 |
| 9940 Occlusal guard, by report | ADJUNCT. GEN. SVCS. | 1 | \$0.00 |
| 9950 Occlusion analysis - mounted case | ADJUNCT. GEN. SVCS. | 4 | \$0.00 |
| 9951 Occlusal adjustment - limited | ADJUNCT. GEN. SVCS. | 17 | \$270.00 |
| 9991 Patient record transfer | ADJUNCT. GEN. SVCS. | 1 | \$0.00 |
| 9999 Unspecified adjunctive procedure, by report | ADJUNCT. GEN. SVCS. | 281 | \$137.04 |
| Review remarks/image | ADJUNCT. GEN. SVCS. | 8 | \$0.00 |
| 0E999 Grand Total | | 6999 | \$157,408.29 |

ATTACHMENT V

List of Current Progressive Lens

| Progressive level availability | | | | | |
|-----------------------------------------|------------------|----------------------|------------------------------|--------------------------|----------------------------|
| Level 1 | Level 2 | Level 3 | Level 4 | Level 5 | Level 6 |
| Younger Image | AO Compact | VE Outlook | AO B'Active | Definity Short | Hoya iD |
| S/A Kodak | Essilor Natural | Essilor Ovation | Essilor Accolade | Definity | Varilux Ipseo |
| S/A Navigator | Kodak Concise | Kodak Precise | Hoya Summit ecp or cd | Essilor Accolade Freedom | Vx Physio Enhanced |
| Navigator Short | Pentax AF | Precise Short | Optima Hyperview | Kodak Unique | Shamir Autograph |
| Life SI | Pentax AF Mini | Rodenstock AT | KBco Fusion 1 or 2 | Varilux Ellipse 360 | Autograph II |
| Sola Instinctive | Essilor Adapter | Rodenstock XS | Rodenstock Life II | Varilux Physio | Autograph II with Attitude |
| Essilor Super-No-Line | Sola Max | Zeiss Gradal Top | Varilux Ellipse | Vx Comfort Enhanced | Hoya iD LifeStyle |
| | Sola VIP | Hoyalux GP Wide | Shamir Genesis | Ideal Advanced | Hoya iD LifeStyle cd |
| | Hoyalux GP | Vision Ease Illumina | Shamir Creation | Ideal Advanced Wrap | Physio 360 |
| | X-Cel Freedom ID | AO Easy | Shamir Piccolo with Attitude | Vx Physio Short | |
| | | Essilor Smallfit | Shamir Piccolo | Vx Physio DRx | |
| | | Essilor Ideal | Sola Compact Ultra | Vx Physio Short DRx | |
| | | | Essilor Ideal Short | Hoya Summit ecp iQ | |
| | | | Varilux Comfort | Hoya Summit cd iQ | |
| | | | Vx Comfort DRx | | |
| | | | Vx Comfort Short DRx | | |
| | | | Varilux Comfort Short | | |
| Total payment to provider from patient: | | | | | |
| 60 | 71 | 82 | 94 | 135 | 145 |

| Anti-reflective coating availability | | | |
|-----------------------------------------|--------------------------------|---------------------------------|-----------------------------------------|
| 1 year | Premium coating | Elite coating | Supreme coating |
| Standard AR | Crizal | Crizal Alizé | Crizal Avancé with Scotchgard Protector |
| | Hoya HiVision | Crizal Sun | Hoya Super HiVision |
| | Kodak CleAR | Hoya HiVision with View Protect | Hoya Super HiVision EX3 |
| | Hoya Premium AR | | Kodak Clean 'N' CleAR |
| | Hoya Premium with View Protect | | |
| Total payment to provider from patient: | | | |
| 44 | 60 | 72 | 85 |

HUMANA.
Specialty Benefits

Prices subject to change.

GN-51693-HV 9/10

Vision Care Plan

HUMANA.
Specialty Benefits

Lens options price list
Effective October 2010

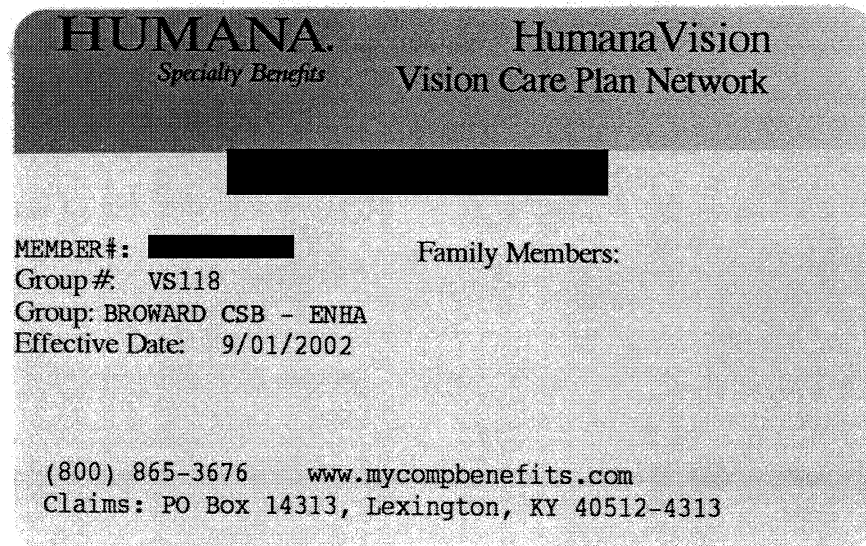
| Options | Total payment to provider from patient | |
|------------------------------|----------------------------------------|-------------|
| | Single Vision | Multi Focal |
| Non-Aspheric styles | | |
| Mid-index 1.53–1.59 | 48 | 55 |
| Hi-index 1.60–1.66 | 55 | 64 |
| Hi-index 1.67–1.70 | 95 | 112 |
| Hi-index 1.71–1.74 | 120 | 130 |
| Trivex/Trilogy/Phoenix | 48 | 53 |
| Polycarbonate | 28 | 32 |
| Polycarbonate (under age 19) | N/C | N/C |
| Hi-index glass | 36 | 91 |
| Aspheric styles | | |
| Regular plastic | 45 | 56 |
| Polycarbonate | 49 | 56 |
| Mid-index 1.53–1.59 | 48 | 53 |
| Hi-index 1.60–1.66 | 68 | 77 |
| Hi-index 1.67–1.70 | 107 | 115 |
| Hi-index 1.71–1.74 | 135 | 154 |
| Trivex/Trilogy/Phoenix | 48 | 53 |
| Polarized styles | | |
| Polaroid plastic | 61 | 71 |
| Polaroid mid/hi-index | 99 | 124 |
| Polaroid polycarbonate | 78 | 101 |
| Polaroid glass | 65 | 86 |

| Options | Total payment to provider from patient | |
|-------------------------------------------------------------------------------------------------------------------|----------------------------------------|-------------|
| | Single Vision | Multi Focal |
| Plastic Tints | | |
| Solid tint (exclude pink & rose) | 13 | 13 |
| Gradient tint | 15 | 15 |
| Glass tints and others | | |
| Tinted glass (exclude pink & rose) | 18 | 27 |
| Glass tint yellow | 50 | 67 |
| Glass coating solid | 27 | 31 |
| Glass coating gradient | 27 | 31 |
| Photochromics | | |
| Glass PBX or PGX | 23 | 34 |
| Glass Thin & Dark | 37 | 58 |
| Other photochromics (including all other materials) | 77 | 88 |
| Miscellaneous | | |
| Near Variable Lenses: Shamir Office, Essilor Computer, Zeiss Gradal RD, Essilor Interview, Hoya TACT, Sola Access | — | 49 |
| Blended bifocal | — | 49 |
| Mirror coating solid or gradient | 44 | 44 |
| Factory Scratch Resistant Coating | 16 | 16 |
| Premium Scratch Resistant Coating, Essilor TD2, Hoya Clarity Shield | 29 | 29 |
| Oversize 61 and above | 14 | 14 |
| Facet (includes polishing) | 58 | 64 |
| Ultra violet treatment | 15 | 15 |
| Groove | 12 | 12 |
| Drill and/or notch | 27 | 27 |
| Roll and Polish/Polish edges/edge coating | 13 | 13 |
| Occupational/double seg | — | N/C |
| Executive-Bifocal (plastic only) | — | N/C |
| Center thickness 1.5 or below | N/C | N/C |
| Slab-off | N/C | N/C |
| Prism | N/C | N/C |

continued on back >

ATTACHMENT W

Sample Vision ID Card



ATTACHMENT X

Additional Dental MetLife Claims Data



Premium vs Claims Report

From : 10/01/2010 To : 10/31/2010

Report Parameters:

Customer Number: 120791

Coverage Category: ALL

Premium Level: Bill Format

Claim Level: Report

Claim View: Customer Reporting Date

Experience

Bill Formats

| | |
|---------|-------------------|
| 0120791 | ACTIVE EMPLOYEES |
| 0121586 | RETIRES AND COBRA |

| |
|-----|
| ALL |
| ALL |

***If this is the only page you received please return to Edit this Report Package and review your parameter selections from the 'Re-run the Report Package Wizard' option.

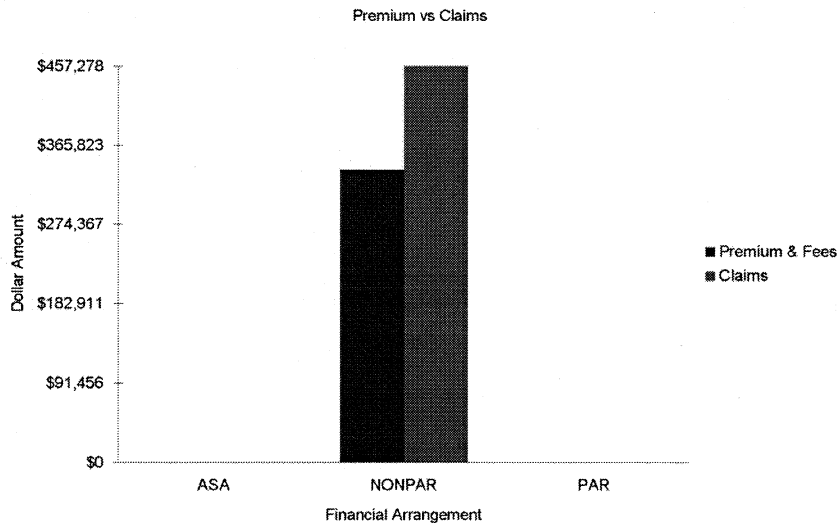
1/3/2011 10:21:20 AM

MetLink eReporting

Page 1 of 17



Premium vs Claims Report



*Please note that if you have a DHMO product, this report may include DHMO premium but not DHMO claims. To see PDP data alone, please select the PDP coverage option when running your PVC report.
 *Premium and claims information on this report has been matched at the most detailed level possible based on your billing and claims structure.

1/3/2011 10:21:20 AM

MetLink eReporting

Page 2 of 17

RFP 12-005V

Page 1 of 9



Premium vs Claims Report

PVC Rollup at Customer Level
10/01/2010 - 10/31/2010

Summary by Experience Number for Non-Participating (NONPAR) Arrangement

| Experience Number | Current Month | | Report Period to Date | | |
|----------------------------|------------------|------------------|-----------------------|------------------|-------------|
| | Premium | Claims | Premium | Claims | Percent |
| 0120791 ACTIVE EMPLOYEES | \$298,925 | \$387,785 | \$298,925 | \$387,785 | 130% |
| 0121585 RETIREES AND COBRA | \$38,298 | \$69,493 | \$38,298 | \$69,493 | 181% |
| Sub-Total | \$337,223 | \$457,278 | \$337,223 | \$457,278 | 136% |

Customer Summary

| Financial Arrangement | Current Month | | Report Period to Date | | |
|-----------------------|------------------|------------------|-----------------------|------------------|-------------|
| | Premium/Fees | Claims | Premium/Fees | Claims | Percent |
| NONPAR | \$337,223 | \$457,278 | \$337,223 | \$457,278 | 136% |
| Grand Total | \$337,223 | \$457,278 | \$337,223 | \$457,278 | 136% |

note:

* Summary premium includes deposit liability if applicable

* Please note that if you have a DHMO product, this report may include DHMO premium but not DHMO claims. To see PDP data alone, please select the PDP coverage option when running your PVC report.

1/3/2011 10:21:20 AM

MetLink eReporting

Page 3 of 17



Premium vs Claims Report

Experience Level Summary
0120791 ACTIVE EMPLOYEES

| | | | | | | |
|----------------------|------------------|-----------------------------|-----------|-----------------------------|--------------|-------------------------|
| Customer | Experience | | | From | Thru | Claim View |
| 120791 | 0120791 | | | 10/2010 | 10/2010 | Customer Reporting |
| Customer Information | | | | | | |
| Experience | 0120791 | | | Zone/Admin | 06X | |
| Name | ACTIVE EMPLOYEES | | | Account Specialist | Bain, Tracey | |
| | | | | Phone | 770-407-2453 | |
| Product Summary | | Current Month | | Report Period to Date | | |
| Product | Per/Dep | Premium & Deposit Liability | Claims | Premium & Deposit Liability | Claims | Ratio Claims to Premium |
| DENTAL VOLUNTARY | D | \$98,908 | \$150,668 | \$98,908 | \$150,668 | 152% |
| DENTAL VOLUNTARY | P | \$200,018 | \$237,117 | \$200,018 | \$237,117 | 119% |
| | Total | \$298,925 | \$387,785 | \$298,925 | \$387,785 | 130% |
| Monthly Summary | | | | Report Period to Date | | |
| Month | Act/Est | | | Premium & Deposit Liability | Claims | Ratio Claims to Premium |
| 10/2010 | A | | | \$298,925 | \$387,785 | 130% |
| Bill Format Summary | | Current Month | | Report Period to Date | | |
| Bill Format | | Premium & Deposit Liability | Claims | Premium & Deposit Liability | Claims | Ratio Claims to Premium |
| 000001 | ACTIVE | \$298,925 | \$387,785 | \$298,925 | \$387,785 | 130% |

* Please note that if you have a DHMO product, this report may include DHMO premium but not DHMO claims. To see PDP data alone, please select the PDP coverage option when running your PVC report.

* Premium and claims information on this report has been matched at the most detailed level possible based on your billing and claims structure.

* Actual premium reflects received and processed bills. Estimated premium reflects bills not yet processed.

* Under an insured arrangement, claims paid may not fully reflect the plan's liability. Additional charges may apply in underwriting and financial accounting.

1/3/2011 10:21:20 AM

MetLink eReporting

Page 4 of 17

RFP 12-005V

Page 2 of 9



Premium vs Claims Report
Bill Format Level Summary
000001 ACTIVE

| | | | | | | | |
|----------------------|------------------|-------------|-----------------------------|-----------|-----------------------------|--------------|-------------------------|
| Customer | Experience | Bill Format | | | From | Thru | Claim View |
| 120791 | 0120791 | 000001 | | | 10/2010 | 10/2010 | Customer Reporting |
| Customer Information | | | | | Zone/Admin | 06X | |
| Experience | 0120791 | | | | Account Specialist | Bain, Tracey | |
| Name | ACTIVE EMPLOYEES | | | | Phone | 770-407-2453 | |
| Product Summary | | | Current Month | | Report Period to Date | | |
| | | Par/Dep | Premium & Deposit Liability | Claims | Premium & Deposit Liability | Claims | Ratio Claims to Premium |
| DENTAL VOLUNTARY | | D | \$98,908 | \$150,668 | \$98,908 | \$150,668 | 152% |
| DENTAL VOLUNTARY | | P | \$200,018 | \$237,117 | \$200,018 | \$237,117 | 119% |
| | | Total | \$298,926 | \$387,786 | \$298,926 | \$387,786 | 130% |
| Monthly Summary | | | | | Report Period to Date | | |
| Month | | Act/Est | Premium & Deposit Liability | Claims | Ratio Claims to Premium | | |
| 10/2010 | | A | \$298,925 | \$387,785 | 130% | | |

*Please note that if you have a DHMO product, this report may include DHMO premium but not DHMO claims. To see PDP data alone, please select the PDP coverage option when running your PVC report.

*Premium and claims information on this report has been matched at the most detailed level possible based on your billing and claims structure.

*Actual premium reflects received and processed bills. Estimated premium reflects bills not yet processed.

*Under an insured arrangement, claims paid may not fully reflect the plan's liability. Additional charges may apply in underwriting and financial accounting.

1/3/2011 10:21:20 AM

MetLink eReporting

Page 5 of 17



Premium vs Claims Report
Experience Level Summary
0121586 RETIREES AND COBRA

| | | | | |
|-----------------------------------------------|--------------------|-----------------------------|--------------|-------------------------|
| Customer | Experience | From | Thru | Claim View |
| 120791 | 0121586 | 10/2010 | 10/2010 | Customer Reporting |
| Customer Information | | Zone/Admin | 06X | |
| Experience | 0121586 | Account Specialist | Bain, Tracey | |
| Name | RETIREES AND COBRA | Phone | 770-407-2453 | |
| Product Summary | | Current Month | | Report Period to Date |
| Product | Per/Dep | Premium & Deposit Liability | Claims | Ratio Claims to Premium |
| DENTAL VOLUNTARY | D | \$8,298 | \$14,613 | 178% |
| DENTAL VOLUNTARY | P | \$30,000 | \$54,880 | 183% |
| | Total | \$38,298 | \$69,493 | 181% |
| Monthly Summary | | Report Period to Date | | |
| Month | Act/Est | Premium & Deposit Liability | Claims | Ratio Claims to Premium |
| 10/2010 | A * | \$38,298 | \$69,493 | 181% |
| Bill Format Summary | | Current Month | | Report Period to Date |
| Bill Format | | Premium & Deposit Liability | Claims | Ratio Claims to Premium |
| 000004 R.C ENHANCED V.3 | | \$29,450 | \$55,730 | 189% |
| 000005 R.C BASIC V2 | | \$2,817 | \$3,478 | 123% |
| 000006 RETIREE/COBRA BASIC PLAN W/ EFT | | \$771 | \$1,863 | 242% |
| 000007 RETIREE/COBRA ENHANCED PLAN W/ EFT | | \$4,778 | \$7,780 | 163% |
| 000008 COBRA (LEG) 65% | | \$296 | \$0 | % |
| 000009 COBRA (LEG) BASIC PLAN 35% | | \$8 | \$204 | 2550% |
| 000010 COBRA (LEG) ENHANCED PLAN 35% | | \$143 | \$439 | 307% |
| 000014 COBRA (LEG) ENHANCED PLAN W/ EFT 35% - | | \$9 | \$0 | % |
| 000020 SPECIAL EXCEPTIONS | | \$25 | \$0 | % |

*Please note that if you have a DHMO product, this report may include DHMO premium but not DHMO claims. To see PDP data alone, please select the PDP coverage option when running your PVC report.

*Premium and claims information on this report has been matched at the most detailed level possible based on your billing and claims structure.

*Actual premium reflects received and processed bills. Estimated premium reflects bills not yet processed.

*Under an insured arrangement, claims paid may not fully reflect the plan's liability. Additional charges may apply in underwriting and financial accounting.

*The current month premium includes adjustments. The adjustments reflect changes to previously reported premium.

1/3/2011 10:21:20 AM

MetLink eReporting

Page 6 of 17



Premium vs Claims Report
 Bill Format Level Summary
 000004 R.C ENHANCED V.3

| | | | | | | |
|----------------------|---------------------|-----------------------------|-----------------------|-----------------------------|-----------------------|-------------------------|
| Customer | Experience | Bill Format | | From | Thru | Claim View |
| 120791 | 0121586 | 000004 | | 10/2010 | 10/2010 | Customer Reporting |
| Customer Information | | | | Zone/Admin | 06X | |
| Experience | 0121586 | | | Account Specialist | Bain, Tracey | |
| Name | RETIREEES AND COBRA | | | Phone | 770-407-2453 | |
| Product Summary | | | Current Month | | Report Period to Date | |
| Product | Par/Dep | Premium & Deposit Liability | Claims | Premium & Deposit Liability | Claims | Ratio Claims to Premium |
| DENTAL VOLUNTARY | D | \$6,629 | \$10,503 | \$6,629 | \$10,503 | 158% |
| DENTAL VOLUNTARY | P | \$22,820 | \$45,227 | \$22,820 | \$45,227 | 198% |
| | Total | \$29,460 | \$55,730 | \$29,460 | \$55,730 | 189% |
| Monthly Summary | | | Report Period to Date | | | |
| Month | Act/Est | Premium & Deposit Liability | Claims | Premium & Deposit Liability | Claims | Ratio Claims to Premium |
| 10/2010 | A * | \$29,450 | \$55,730 | \$29,450 | \$55,730 | 189% |

*Please note that if you have a DHMO product, this report may include DHMO premium but not DHMO claims. To see PDP data alone, please select the PDP coverage option when running your PVC report.
 *Premium and claims information on this report has been matched at the most detailed level possible based on your billing and claims structure.
 *Actual premium reflects received and processed bills. Estimated premium reflects bills not yet processed.
 *Under an insured arrangement, claims paid may not fully reflect the plan's liability. Additional charges may apply in underwriting and financial accounting.
 *The current month premium includes adjustments. The adjustments reflect changes to previously reported premium.

1/3/2011 10:21:21 AM

MetLink eReporting

Page 2 of 17



Premium vs Claims Report
 Bill Format Level Summary
 000005 R.C BASIC V2

| | | | | | |
|-----------------------------|---------------------|-------------|-----------------------------|--------------|--------------------|
| Customer | Experience | Bill Format | From | Thru | Claim View |
| 120791 | 0121586 | 000005 | 10/2010 | 10/2010 | Customer Reporting |
| Customer Information | | | Zone/Admin | 06X | |
| Experience | 0121586 | | Account Specialist | Bain, Tracey | |
| Name | RETIREEES AND COBRA | | Phone | 770-407-2453 | |
| Product Summary | | | Report Period to Date | | |
| Current Month | | | Report Period to Date | | |
| Premium & Deposit Liability | | | Premium & Deposit Liability | | |
| Claims | | | Claims | | |
| Ratio Claims to Premium | | | Ratio Claims to Premium | | |
| Product | Per/Dep | | | | |
| DENTAL VOLUNTARY | D | \$604 | \$1,610 | \$604 | \$1,610 |
| DENTAL VOLUNTARY | P | \$2,212 | \$1,868 | \$2,212 | \$1,868 |
| | Total | \$2,817 | \$3,478 | \$2,817 | \$3,478 |
| Monthly Summary | | | Report Period to Date | | |
| Premium & Deposit Liability | | | Premium & Deposit Liability | | |
| Claims | | | Claims | | |
| Ratio Claims to Premium | | | Ratio Claims to Premium | | |
| Month | Act/Est | | | | |
| 10/2010 | A * | \$2,817 | \$3,478 | \$2,817 | \$3,478 |

*Please note that if you have a DHMO product, this report may include DHMO premium but not DHMO claims. To see PDP data alone, please select the PDP coverage option when running your PVC report.
 *Premium and claims information on this report has been matched at the most detailed level possible based on your billing and claims structure.
 *Actual premium reflects received and processed bills. Estimated premium reflects bills not yet processed.
 *Under an insured arrangement, claims paid may not fully reflect the plan's liability. Additional charges may apply in underwriting and financial accounting.
 *The current month premium includes adjustments. The adjustments reflect changes to previously reported premium.

1/3/2011 10:21:21 AM

MetLink eReporting

Page 5 of 17



Premium vs Claims Report
 Bill Format Level Summary
 000006 RETIREE/COBRA BASIC PLAN W/ EFT

| | | | | | |
|----------------------|---------------------|-----------------------------|--------------------|-----------------------------|-------------------------|
| Customer | Experience | Bill Format | From | Thru | Claim View |
| 120791 | 0121586 | 000006 | 10/2010 | 10/2010 | Customer Reporting |
| Customer Information | | | Zone/Admin | 06X | |
| Experience | 0121586 | | Account Specialist | Bain, Tracey | |
| Name | RETIREEES AND COBRA | | Phone | 770-407-2453 | |
| Product Summary | | Current Month | | Report Period to Date | |
| Product | Per/Dep | Premium & Deposit Liability | Claims | Premium & Deposit Liability | Ratio Claims to Premium |
| DENTAL VOLUNTARY | D | \$168 | \$165 | \$168 | \$165 98% |
| DENTAL VOLUNTARY | P | \$603 | \$1,698 | \$603 | \$1,698 282% |
| | Total | \$771 | \$1,863 | \$771 | \$1,863 242% |
| Monthly Summary | | Report Period to Date | | | |
| Month | Act/Est | Premium & Deposit Liability | Claims | Premium & Deposit Liability | Ratio Claims to Premium |
| 10/2010 | A | | | \$771 | \$1,863 242% |

*Please note that if you have a DHMO product, this report may include DHMO premium but not DHMO claims. To see PDP data alone, please select the PDP coverage option when running your PVC report.

*Premium and claims information on this report has been matched at the most detailed level possible based on your billing and claims structure.

*Actual premium reflects received and processed bills. Estimated premium reflects bills not yet processed.

*Under an insured arrangement, claims paid may not fully reflect the plan's liability. Additional charges may apply in underwriting and financial accounting.

1/3/2011 10:21:21 AM

MetLink eReporting

Page 9 of 17



Premium vs Claims Report
 Bill Format Level Summary
 000007 RETIREE/COBRA ENHANCED PLAN W/ EFT

| | | | | | |
|----------------------|---------------------|-----------------------------|-----------------------|-----------------------------|-------------------------|
| Customer | Experience | Bill Format | From | Thru | Claim View |
| 120791 | 0121586 | 000007 | 10/2010 | 10/2010 | Customer Reporting |
| Customer Information | | | Zone/Admin | 06X | |
| Experience | 0121586 | | Account Specialist | Bain, Tracey | |
| Name | RETIREEES AND COBRA | | Phone | 770-407-2453 | |
| Product Summary | | | Current Month | | |
| | | | Report Period to Date | | |
| Product | Per/Dep | Premium & Deposit Liability | Claims | Premium & Deposit Liability | Ratio Claims to Premium |
| DENTAL VOLUNTARY | D | \$734 | \$2,256 | \$734 | \$2,256 307% |
| DENTAL VOLUNTARY | P | \$4,044 | \$5,524 | \$4,044 | \$5,524 137% |
| | Total | \$4,778 | \$7,780 | \$4,778 | \$7,780 163% |
| Monthly Summary | | | Report Period to Date | | |
| Month | Act/Est | Premium & Deposit Liability | Claims | Premium & Deposit Liability | Ratio Claims to Premium |
| 10/2010 | A * | | | \$4,778 | \$7,780 163% |

*Please note that if you have a DHMO product, this report may include DHMO premium but not DHMO claims. To see PDP data alone, please select the PDP coverage option when running your PVC report.

*Premium and claims information on this report has been matched at the most detailed level possible based on your billing and claims structure.

*Actual premium reflects received and processed bills. Estimated premium reflects bills not yet processed.

*Under an insured arrangement, claims paid may not fully reflect the plan's liability. Additional charges may apply in underwriting and financial accounting.

*The current month premium includes adjustments. The adjustments reflect changes to previously reported premium.

1/3/2011 10:21:21 AM

MetLink eReporting

Page 10 of 17



Premium vs Claims Report
 Bill Format Level Summary
 000008 COBRA (LEG) 85%

| | | | | | |
|----------------------|---------------------|-----------------------------|-----------------------|-----------------------------|-------------------------|
| Customer | Experience | Bill Format | From | Thru | Claim View |
| 120791 | 0121586 | 000008 | 10/2010 | 10/2010 | Customer Reporting |
| Customer Information | | | Zone/Admin | 06X | |
| Experience | 0121586 | | Account Specialist | Bain, Tracey | |
| Name | RETIREEES AND COBRA | | Phone | 770-407-2453 | |
| Product Summary | | | Current Month | | Report Period to Date |
| Product | Par/Dep | Premium & Deposit Liability | Claims | Premium & Deposit Liability | Ratio Claims to Premium |
| DENTAL VOLUNTARY | D | \$99 | \$0 | \$99 | \$0 % |
| DENTAL VOLUNTARY | P | \$198 | \$0 | \$198 | \$0 % |
| | Total | \$296 | \$0 | \$296 | \$0 % |
| Monthly Summary | | | Report Period to Date | | |
| Month | Act/Est | Premium & Deposit Liability | Claims | Premium & Deposit Liability | Ratio Claims to Premium |
| 10/2010 | A | \$296 | \$0 | \$296 | \$0 % |

*Please note that if you have a DHMO product, this report may include DHMO premium but not DHMO claims. To see PDP data alone, please select the PDP coverage option when running your PVC report.
 *Premium and claims information on this report has been matched at the most detailed level possible based on your billing and claims structure.
 *Actual premium reflects received and processed bills. Estimated premium reflects bills not yet processed.
 *Under an insured arrangement, claims paid may not fully reflect the plan's liability. Additional charges may apply in underwriting and financial accounting.

1/3/2011 10:21:21 AM

MetLink eReporting

Page 11 of 17



Premium vs Claims Report
 Bill Format Level Summary
 000009 COBRA (LEG) BASIC PLAN 35%

| | | | | | | |
|----------------------|---------------------|-----------------------------|-------|-----------------------|-----------------------------|-------------------------|
| Customer | Experience | Bill Format | | From | Thru | Claim View |
| 120791 | 0121586 | 000009 | | 10/2010 | 10/2010 | Customer Reporting |
| Customer Information | | | | Zone/Admin | 06X | |
| Experience | 0121586 | | | Account Specialist | Bain, Tracey | |
| Name | RETIREEES AND COBRA | | | Phone | 770-407-2453 | |
| Product Summary | | | | Report Period to Date | | |
| | | | | Current Month | | |
| Product | Per/Dep | Premium & Deposit Liability | | Claims | Premium & Deposit Liability | Ratio Claims to Premium |
| DENTAL VOLUNTARY | P | \$8 | \$204 | | \$8 | \$204 2550% |
| | Total | \$8 | \$204 | | \$8 | \$204 2550% |
| Monthly Summary | | | | Report Period to Date | | |
| Month | Act/Est | Premium & Deposit Liability | | Claims | Premium & Deposit Liability | Ratio Claims to Premium |
| 10/2010 | A | | | | \$8 | \$204 2550% |

*Please note that if you have a DHMO product, this report may include DHMO premium but not DHMO claims. To see PDP data alone, please select the PDP coverage option when running your PVC report.
 *Premium and claims information on this report has been matched at the most detailed level possible based on your billing and claims structure.
 *Actual premium reflects received and processed bills. Estimated premium reflects bills not yet processed.
 *Under an insured arrangement, claims paid may not fully reflect the plan's liability. Additional charges may apply in underwriting and financial accounting.

1/3/2011 10:21:21 AM

MetLink eReporting

Page 12 of 17



Premium vs Claims Report
 Bill Format Level Summary
 000010 COBRA (LEG) ENHANCED PLAN 35%

| | | | | | | |
|----------------------|-------------------|-------------|-----------------------------|-----------------------------|-----------------------|-------------------------|
| Customer | Experience | Bill Format | | From | Thru | Claim View |
| 120791 | 0121586 | 000010 | | 10/2010 | 10/2010 | Customer Reporting |
| Customer Information | | | | Zone/Admin | 06X | |
| Experience | 0121586 | | | Account Specialist | Bain, Tracey | |
| Name | RETIRES AND COBRA | | | Phone | 770-407-2453 | |
| Product Summary | | | Current Month | | Report Period to Date | |
| | | | Premium & Deposit Liability | Premium & Deposit Liability | Claims | Ratio Claims to Premium |
| Product | Per/Dep | | Claims | Claims | | |
| DENTAL VOLUNTARY | D | \$63 | \$79 | \$63 | \$79 | 125% |
| DENTAL VOLUNTARY | P | \$80 | \$360 | \$80 | \$360 | 450% |
| | Total | \$143 | \$439 | \$143 | \$439 | 307% |
| Monthly Summary | | | | Report Period to Date | | |
| | | | | Premium & Deposit Liability | Claims | Ratio Claims to Premium |
| Month | Act/Est | | | | | |
| 10/2010 | A | | | \$143 | \$439 | 307% |

*Please note that if you have a DHMO product, this report may include DHMO premium but not DHMO claims. To see PDP data alone, please select the PDP coverage option when running your PVC report.
 *Premium and claims information on this report has been matched at the most detailed level possible based on your billing and claims structure.
 *Actual premium reflects received and processed bills. Estimated premium reflects bills not yet processed.
 *Under an insured arrangement, claims paid may not fully reflect the plan's liability. Additional charges may apply in underwriting and financial accounting.

1/3/2011 10:21:21 AM

MetLink eReporting

Page 15 of 17



Premium vs Claims Report
 Bill Format Level Summary
 000014 COBRA (LEG) ENHANCED PLAN W/EFT 35% - V2

| | | | | | | | |
|----------------------|-------------------|-----------------------------|-----------------------|--------|-----------------------------|--------------|-------------------------|
| Customer | Experience | Bill Format | | | From | Thru | Claim View |
| 120791 | 0121586 | 000014 | | | 10/2010 | 10/2010 | Customer Reporting |
| Customer Information | | | | | Zone/Admin | 06X | |
| Experience | 0121586 | | | | Account Specialist | Bain, Tracey | |
| Name | RETIRES AND COBRA | | | | Phone | 770-407-2453 | |
| Product Summary | | | Current Month | | Report Period to Date | | |
| Product | Per/Dep | Premium & Deposit Liability | | Claims | Premium & Deposit Liability | | Ratio Claims to Premium |
| DENTAL VOLUNTARY | P | \$9 | \$0 | | \$9 | \$0 | % |
| | Total | \$9 | \$0 | | \$9 | \$0 | % |
| Monthly Summary | | | Report Period to Date | | | | |
| Month | Act/Est | Premium & Deposit Liability | | Claims | Ratio Claims to Premium | | |
| 10/2010 | A | | | \$9 | \$0 | | % |

*Please note that if you have a DHMO product, this report may include DHMO premium but not DHMO claims. To see PDP data alone, please select the PDP coverage option when running your PVC report.
 *Premium and claims information on this report has been matched at the most detailed level possible based on your billing and claims structure.
 *Actual premium reflects received and processed bills. Estimated premium reflects bills not yet processed.
 *Under an insured arrangement, claims paid may not fully reflect the plan's liability. Additional charges may apply in underwriting and financial accounting.

1/3/2011 10:21:21 AM

MetLink eReporting

Page 14 of 17

RFP 12-005V

Page 7 of 9

MetLife®

Premium vs Claims Report
 Bill Format Level Summary
 000020 SPECIAL EXCEPTIONS

| | | | | | |
|-----------------------------|-------------------|----------------------------------------|------------------------------|----------------------------------------|--------------------|
| Customer | Experience | Bill Format | From | Thru | Claim View |
| 120791 | 0121586 | 000020 | 10/2010 | 10/2010 | Customer Reporting |
| Customer Information | | | Zone/Admin | 06X | |
| Experience | 0121586 | | Account Specialist | Bain, Tracey | |
| Name | RETIRES AND COBRA | | Phone | 770-407-2453 | |
| Product Summary | | | Current Month | | |
| | | | Report Period to Date | | |
| Product | Per/Dep | Premium & Deposit Liability | Claims | Premium & Deposit Liability | Claims |
| DENTAL VOLUNTARY | P | \$25 | \$0 | \$25 | \$0 |
| | Total | \$25 | \$0 | \$25 | \$0 |
| Monthly Summary | | | Report Period to Date | | |
| Month | Act/Est | Premium & Deposit Liability | Claims | Premium & Deposit Liability | Claims |
| 10/2010 | A | \$25 | \$0 | \$25 | \$0 |

*Please note that if you have a DHMO product, this report may include DHMO premium but not DHMO claims. To see PDP data alone, please select the PDP coverage option when running your PVC report.
 *Premium and claims information on this report has been matched at the most detailed level possible based on your billing and claims structure.

*Actual premium reflects received and processed bills. Estimated premium reflects bills not yet processed.

*Under an insured arrangement, claims paid may not fully reflect the plan's liability. Additional charges may apply in underwriting and financial accounting.

1/3/2011 10:21:21 AM

MetLink eReporting

Page 15 of 17

MetLife®

Premium vs Claims Report
 Report Level Claims Summary
 0120791 ACTIVES

| | | | | | |
|-----------------------------|------------------|-----------|-----------------------|--------------|-----------------------|
| Customer | Experience | Report | From | Thru | Claim View |
| 120791 | 0120791 | 0120791 | 10/2010 | 10/2010 | Customer Reporting |
| Customer Information | | | Zone/Admin | 06X | |
| Experience | 0120791 | | Account Specialist | Bain, Tracey | |
| Name | ACTIVE EMPLOYEES | | Phone | 770-407-2453 | |
| Product Summary | | | Current Month | | Report Period to Date |
| Product | Per/Dep | Claims | | Claims | |
| DENTAL VOLUNTARY | D | \$150,668 | | \$150,668 | |
| DENTAL VOLUNTARY | P | \$237,117 | | \$237,117 | |
| | Total | \$387,785 | | \$387,785 | |
| Monthly Summary | | | Report Period to Date | | |
| Month | | | Claims | | |
| 10/2010 | | | \$387,785 | | |
| Subcode Level Claim Summary | | | Current Month | | Report Period to Date |
| Subcode | | | Claims | | Claims |
| 0001 | BASIC PLAN | \$37,851 | | \$37,851 | |
| 0002 | ENHANCED PLAN | \$349,934 | | \$349,934 | |

1/3/2011 10:21:21 AM

MetLink eReporting

Page 16 of 17



Premium vs Claims Report
Report Level Claims Summary
0121586 RETIREES AND COBRA

| | | | | | |
|-----------------------------|--------------------|----------|-----------------------|--------------|-----------------------|
| Customer | Experience | Report | From | Thru | Claim View |
| 120791 | 0121586 | 0121586 | 10/2010 | 10/2010 | Customer Reporting |
| Customer Information | | | Zone/Admin | 06X | |
| Experience | 0121586 | | Account Specialist | Bain, Tracey | |
| Name | RETIREES AND COBRA | | Phone | 770-407-2453 | |
| Product Summary | | | Current Month | | Report Period to Date |
| Product | Per/Dep | Claims | Claims | | |
| DENTAL VOLUNTARY | D | \$14,613 | \$14,613 | | |
| DENTAL VOLUNTARY | P | \$54,880 | \$54,880 | | |
| | Total | \$69,493 | \$69,493 | | |
| Monthly Summary | | | Report Period to Date | | |
| Month | | | Claims | | |
| 10/2010 | | | \$69,493 | | |
| Subcode Level Claim Summary | | | Current Month | | Report Period to Date |
| Subcode | | Claims | Claims | | |
| 0001 RETIREES | | \$66,237 | \$66,237 | | |
| 0002 COBRA | | \$2,614 | \$2,614 | | |
| 0004 COBRA (LEG) | | \$643 | \$643 | | |

1/3/2011 10:21:22 AM

MetLink eReporting

Page 17 of 17

ATTACHMENT Y

Additional CompBenefits Dental Utilization Data



School Board of Broward County
Master Group #2
Enhanced PPO - SBBC2E

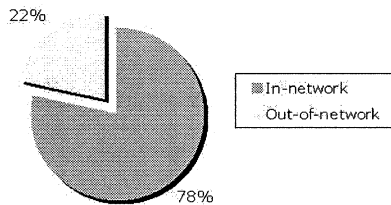
Network savings

Humana/CompBenefits has more than 100,000 dentist locations in our nationwide PPO network, and we are adding dentists every day. Your employees can find or refer a network dentist on our Web site, **CompBenefits.com**, or by calling 1-800-342-5209.

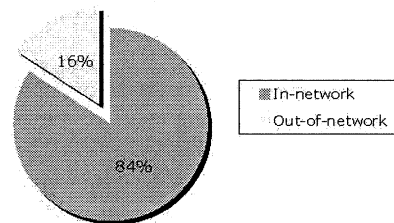
Data from December 1, 2009 - November 30, 2010

| | Number of procedures | Claim payments |
|----------------|----------------------|------------------|
| In-network | 15,798 | \$758,710 |
| Out-of-network | 4,356 | \$143,685 |
| Total | 20,154 | \$902,394 |

Network usage by number of procedures



Network usage by amount of claim payments





School Board of Broward County
Master Group #2
Basic PPO - SBBC2A

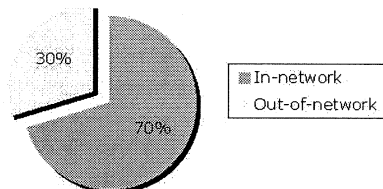
Network savings

Humana/CompBenefits has more than 100,000 dentist locations in our nationwide PPO network, and we are adding dentists every day. Your employees can find or refer a network dentist on our Web site, CompBenefits.com, or by calling 1-800-342-5209.

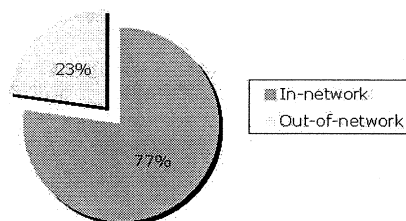
Data from December 1, 2009 - November 30, 2010

| | Number of procedures | Claim payments |
|----------------|----------------------|------------------|
| In-network | 9,213 | \$377,033 |
| Out-of-network | 3,875 | \$111,938 |
| Total | 13,088 | \$488,970 |

Network usage by number of procedures



Network usage by amount of claim payments



ATTACHMENT Z

Vision Utilization Report

Humana Specialty Benefits

School Board of Broward County

Vision Claim Experience

Claims Incurred 1/1/08 - 10/31/10 (paid as of 11/30/10)

Progressive Lens Utilization

| Enhanced Plan | | | Basic Plan | | |
|---------------------|-------------|------------------|---------------------|-------------|------------------|
| <u>Description</u> | <u>Type</u> | <u>Svc Count</u> | <u>Description</u> | <u>Type</u> | <u>Svc Count</u> |
| Level 1 Progressive | Option | 890 | Level 1 Progressive | Option | 782 |
| Level 2 Progressive | Option | 605 | Level 2 Progressive | Option | 79 |
| Level 3 Progressive | Option | 2,727 | Level 3 Progressive | Option | 312 |
| Level 4 Progressive | Option | 3,473 | Level 4 Progressive | Option | 342 |
| Level 5 Progressive | Option | 2,117 | Level 5 Progressive | Option | 197 |
| Level 6 Progressive | Option | 229 | Level 6 Progressive | Option | 20 |

Humana Specialty Benefits

School Board of Broward County

Vision Claim Experience

Claims Incurred 1/1/08 - 10/31/10 (paid as of 11/30/10)

Summary by Service

| Enhanced Plan | | | Basic Plan | | |
|-------------------------|------------------|-----------------------|-------------------------|------------------|-----------------------|
| <u>Service Category</u> | <u>Svc Count</u> | <u>Allowable Cost</u> | <u>Service Category</u> | <u>Svc Count</u> | <u>Allowable Cost</u> |
| Eye Exams | 47,418 | \$2,405,151 | Eye Exams | 5,860 | \$292,465 |
| Lenses ¹ | | | Lenses ¹ | | |
| Single Vision | 16,514 | \$483,593 | Single Vision | 1,637 | \$44,330 |
| Bifocal | 3,744 | \$172,058 | Bifocal | 674 | \$29,308 |
| Tri/Progressive | 11,793 | \$716,745 | Tri/Progressive | 1,989 | \$114,923 |
| Frames ² | 28,432 | \$1,717,517 | Frames ² | 3,717 | \$156,007 |
| Contact Lenses | 10,264 | \$648,228 | Contact Lenses | 637 | \$21,994 |

¹ Includes cost of lens material and lens dispensing fee

² Includes frame materials and frame dispensing fee



THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

7720 WEST OAKLAND PARK BOULEVARD, SUITE 323 • SUNRISE, FLORIDA 33351-6704 • TEL 754-321-0505 • FAX 754-321-0533

SUPPLY MANAGEMENT & LOGISTICS
ROBERT N. WAREMBURG, CPPO, DIRECTOR

www.browardschools.com

SCHOOL BOARD

Chair
Vice Chair

BENJAMIN J. WILLIAMS
ANN MURRAY
ROBIN BARTLEMAN
MAUREEN S. DINNEN
PATRICIA GOOD
JENNIFER LEONARD GOTTLIEB
LAURIE RICH LEVINSON
NORA RUPERT
DAVE THOMAS, NBCT

December 15, 2010

RFP 12-005V Group Dental Insurance and Group Vision Insurance ADDENDUM 2

JAMES F. NOTTER
Superintendent of Schools

CALLED FOR 2:00 P.M., FEBRUARY 11, 2011

TO ALL PROPOSERS:

Amend the above referenced RFP in the following particulars only:

1. Delete: Attachment C1 – DHMO Basic Benefits (Excel File)
Insert: Attachment C1 – DHMO Basic Benefits (Excel File) – **REVISED-**
2. Delete: Attachment C1 – PPO Basic Benefit (Excel File)
Insert: Attachment C1 – PPO Basic Benefit (Excel File) – **REVISED-**
3. Delete: Attachment C1 – DHMO Enhanced Benefits (Excel File)
Insert: Attachment C1 – DHMO Enhanced Benefits (Excel File) – **REVISED-**
4. Delete: Attachment C1 – PPO Enhanced Benefits (Excel File)
Insert: Attachment C1 – PPO Enhanced Benefits (Excel File) – **REVISED-**
5. Delete: Attachment D – Dental Census Data (Excel File)
Insert: Attachment D – Dental Census Data (Excel File) – **REVISED-**
6. Delete: Attachment G – Delta Dental Agreement (PDF File)
Insert: Attachment G – Delta Dental Agreement (PDF File) – **REVISED-**
7. Delete: Attachment G – Humana CompBenefits Dental (PDF File)
Insert: Attachment G – Humana CompBenefits Dental (PDF File) – **REVISED-**
8. Delete: Attachment J – Vision Performance Standards/Guarantees (Word File)
Insert: Attachment J – Vision Performance Standards/Guarantees (Word File) – **REVISED-**
9. Delete: Attachment P – Guarantee Letter of Commitment (Word File)
Insert: Attachment P – Guarantee Letter of Commitment (Word File) – **REVISED-**

This Addendum is for informational purposes only and need not be returned with your RFP. By virtue of Signing the "Required Response Form", Page 1 of RFP 12-005V, Proposer certifies acceptance of this Addendum.

Sincerely,

Carol E. Barker, CPPB
Purchasing Agent IV

Attachments (On Demandstar)



THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

7720 WEST OAKLAND PARK BOULEVARD, SUITE 323 • SUNRISE, FLORIDA 33351-6704 • TEL 754-321-0505 • FAX 754-321-0533

SUPPLY MANAGEMENT & LOGISTICS
ROBERT N. WAREMBURG, CPPO, DIRECTOR

www.browardschools.com

SCHOOL BOARD

Chair
Vice Chair

BENJAMIN J. WILLIAMS
ANN MURRAY
ROBIN BARTLEMAN
MAUREEN S. DINNEN
PATRICIA GOOD
JENNIFER LEONARD GOTTLIEB
LAURIE RICH LEVINSON
NORA RUPERT
DAVE THOMAS, NBCT

December 15, 2010

JAMES F. NOTTER
Superintendent of Schools

RFP 12-005V Group Dental Insurance and Group Vision Insurance ADDENDUM 1

CALLED FOR 2:00 P.M., FEBRUARY 11, 2011

TO ALL PROPOSERS:

Amend the above referenced RFP in the following particulars only:

1. **Delete:** RFP cover letter and **Insert:** RFP -**Revised**- cover letter
2. **Add** to Attachment D, Dental Census Data: COBRA and Retiree Census
(This is additional information to Attachment D in Excel File.)

This Addendum is for informational purposes only and need not be returned with your RFP. By virtue of Signing the "Required Response Form", Page 1 of RFP 12-005V, Proposer certifies acceptance of this Addendum.

Sincerely,

Carol E. Barker, CPPB
Purchasing Agent IV

Attachment



THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

7720 WEST OAKLAND PARK BOULEVARD, SUITE 323, SUNRISE, FLORIDA 33351-6704 • TEL 754-321-0505

SUPPLY MANAGEMENT & LOGISTICS
ROBERT N. WAREMBURG, CPPO, DIRECTOR

www.browardschools.com

SCHOOL BOARD

Chair BENJAMIN J. WILLIAMS
Vice Chair ANN MURRAY
ROBIN BARTLEMAN
MAUREEN S. DINNEN
PATRICIA GOOD
JENNIFER LEONARD GOTTLIEB
LAURIE RICH LEVINSON
NORA RUPERT
DAVE THOMAS, NBCT

JAMES F. NOTTER
Superintendent of Schools

DATE: December 13, 2010

TO: Prospective Proposers

FROM: Carol Barker, Purchasing Agent
754-321-0506

SUBJECT: Instructions to Proposers
Request for Proposals (RFP) 12-005V Group Dental Insurance and Group Vision Insurance for School Board Employees

The School Board of Broward County, Florida (SBBC) is interested in receiving Proposals, in response to the attached RFP, for Group Dental Insurance and Vision Insurance for School Board Employees. Any questions regarding this RFP should be addressed to me, in writing, at the address stated above, via facsimile at 754-321-0533 or via e-mail carol.barker@browardschools.com. No other School Board staff member should be contacted in relation to this RFP. Any information that amends or supplements any portion of this RFP, which is received by any method other than an Addendum issued to the RFP should not be considered and is not binding on SBBC.

In order to assure that your Proposal is in full compliance with all requirements of the RFP, carefully read all portions of this RFP document paying particular attention to the following areas:

REQUIRED RESPONSE FORM

Section 1.0, Required Response Form must be completed in full and executed by an authorized representative.

PROPOSAL SUBMITTAL FORMAT

Proposers are requested to organize their Proposals in accordance with Section 4.0. SBBC reserves the right to reject and not consider any Proposal not organized and not containing all the information outlined in Section 4.0.

DUE DATE

Proposals are due in the Supply Management and Logistics Department on the date and time stated in Section 3.0. In order to have your Proposal considered, please make sure that it is received on or before the date and time due. Proposals received after 2:00 p.m. ET on date due will not be considered.

STATEMENT OF "NO RESPONSE"

If you are **not** submitting a Proposal in response to this RFP, please complete Attachment T, Statement of "No Response" and return via facsimile to 754-321-0533 or scan and send via e-mail carol.barker@browardschools.com. Your response to the Statement of "No Response" is very important to the Supply Management and Logistics Department when creating future RFPs.

Thank you for your interest in SBBC. Again, if you have any questions, please contact me at the telephone number or e-mail address stated above.

-REVISED-



THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

7720 WEST OAKLAND PARK BOULEVARD, SUITE 323, SUNRISE, FLORIDA 33351-6704 • TEL 754-321-0505

SUPPLY MANAGEMENT & LOGISTICS
ROBERT N. WAREMBURG, CPPO, DIRECTOR

www.browardschools.com

SCHOOL BOARD

Chair
Vice Chair

BENJAMIN J. WILLIAMS
ANN MURRAY
ROBIN BARTLEMAN
MAUREEN S. DINNEN
PATRICIA GOOD
JENNIFER LEONARD GOTTLIEB
LAURIE RICH LEVINSON
NORA RUPERT
DAVE THOMAS, NBCT

JAMES F. NOTTER
Superintendent of Schools

DATE: December 13, 2010

TO: Prospective Proposers

FROM: Carol Barker, Purchasing Agent
754-321-0506

SUBJECT: Instructions to Proposers
Request for Proposals (RFP) 12-005V Group Dental Insurance and Group Vision Insurance for School Board Employees

The School Board of Broward County, Florida (SBBC) is interested in receiving Proposals, in response to the attached RFP, for Group Dental Insurance and Vision Insurance for School Board Employees. Any questions regarding this RFP should be addressed to me, in writing, at the address stated above, via facsimile at 754-321-0533 or via e-mail carol.barker@browardschools.com. No other School Board staff member should be contacted in relation to this RFP. Any information that amends or supplements any portion of this RFP, which is received by any method other than an Addendum issued to the RFP should not be considered and is not binding on SBBC.

In order to assure that your Proposal is in full compliance with all requirements of the RFP, carefully read all portions of this RFP document paying particular attention to the following areas:

REQUIRED RESPONSE FORM

Section 1.0, Required Response Form must be completed in full and executed by an authorized representative.

PROPOSAL SUBMITTAL FORMAT

Proposers are requested to organize their Proposals in accordance with Section 4.0. SBBC reserves the right to reject and not consider any Proposal not organized and not containing all the information outlined in Section 4.0.

DUE DATE

Proposals are due in the Supply Management and Logistics Department on the date and time stated in Section 3.0. In order to have your Proposal considered, please make sure that it is received on or before the date and time due. Proposals received after 2:00 p.m. ET on date due will not be considered.

STATEMENT OF "NO RESPONSE"

If you are **not** submitting a Proposal in response to this RFP, please complete Attachment T, Statement of "No Response" and return via facsimile to 754-321-0533 or scan and send via e-mail carol.barker@browardschools.com. Your response to the Statement of "No Response" is very important to the Supply Management and Logistics Department when creating future RFPs.

Thank you for your interest in SBBC. Again, if you have any questions, please contact me at the telephone number or e-mail address stated above.

-REVISED-

REQUEST FOR PROPOSALS (RFP)

RFP 12-005V

Group Dental Insurance and Group Vision Insurance for School Board Employees



RFP Release Date: December 13, 2010

Written Questions Due: On or Before December 17, 2010
in Supply Management and Logistics Department

Proposals Due:* On or Before 2:00 p.m. ET
February 11, 2011 in Supply Management
and Logistics Department

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
Supply Management and Logistics Department
7720 W. Oakland Park Boulevard, Suite 323
Sunrise, Florida 33351-6704

These are public meetings. The School Board of Broward County, Florida, prohibits any policy or procedure which results in discrimination on the basis of age, color, disability, gender, national origin, marital status, race, religion or sexual orientation. Individuals who wish to file a discrimination and/or harassment complaint may call the Executive Director, Benefits & EEO Compliance at 754-321-2150 or Teletype Machine (TTY) 754-321-2158.

Individuals with disabilities requesting accommodations under the Americans with Disabilities Act (ADA) may call Equal Educational Opportunities (EEO) at 754-321-2150 or Teletype Machine (TTY) 754-321-2158.

TABLE OF CONTENTS

| | <u>Page</u> |
|--------------------------------------------------------------------------------|-------------|
| 1.0 Required Response Form | 1 |
| 2.0 Introduction and General Information..... | 2 |
| 3.0 Calendar | 5 |
| 4.0 Information to be Included in the Submitted Proposals..... | 6 |
| 5.0 Evaluation of Proposals..... | 14 |
| 6.0 Special Conditions..... | 15 |
| 7.0 General Conditions..... | 17 |
| Attachment A – Questionnaires | |
| A1 – Dental Questionnaire | |
| A2 – Vision Questionnaire | |
| Attachment B – Financial Response Forms | |
| B1 – Dental Financial Response Form | |
| B2 – Vision Financial Response Form | |
| Attachment C – Plan Designs | |
| C1 – Dental Plan Designs | |
| C2 – Vision Plan Designs | |
| Attachment D – Census Data (Includes Active Employees and Retirees) | |
| Attachment E – Dental Claims Experience | |
| Attachment F – Vision Claims Experience | |
| Attachment G – Dental Certificate of Coverage / Current SBBC Agreements | |
| Attachment H – Vision Certificate of Coverage / Current SBBC Agreements | |
| Attachment I – Dental Performance Standards / Guarantees | |
| Attachment J – Vision Performance Standards / Guarantees | |
| Attachment K – SBBC Enrollment Form | |
| Attachment L – SBBC Sample Agreement | |
| Attachment M – SBBC HIPAA Business Associate Agreement | |
| Attachment N – M/WBE | |
| N1 - M/WBE Utilization Report | |
| N2 - Employment Diversity Statistics | |
| N3 - M/WBE Participation | |
| N4 – SBBC Diversity Policy 1.5 and Supplier Diversity and Outreach Policy 7007 | |
| N5 – M/WBE Vendor List | |
| Attachment O – Domestic Partners Policy | |
| Attachment P – Guarantee Letter of Commitment and Guarantee Form | |
| Attachment Q - Disclosure of Potential Conflict of Interest | |
| Attachment R - W-9 Form | |
| Attachment S – Drug Free Workplace | |
| Attachment T - Statement of “No Response” | |

REQUEST FOR PROPOSALS (RFP) 12-005V
1.0 REQUIRED RESPONSE FORM

RELEASE DATE: December 13, 2010

TITLE: Group Dental Insurance and Group Vision Insurance for School Board Employees

This Proposal must be submitted to the **Supply Management and Logistics Department of The School Board of Broward County, Florida, 7720 W. Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351-6704**, on or before **2:00 p.m. ET February 11, 2011** and plainly marked **RFP 12-005V, Group Dental Insurance and Group Vision Insurance for School Board Employees**. Proposals received after 2:00 p.m. ET on date due will not be considered.

One complete, original Proposal (clearly marked as such), **one electronic version** in Microsoft Office 2003 or higher on CD/diskette and 30 additional copies (which must be identical to the original Proposal, **including any supplemental information/marketing materials**) of the RFP Proposal, including this **REQUIRED RESPONSE FORM** (Page 1 of RFP 12-005V), must be fully executed and returned on or before 2:00 p.m. ET on date due to the Supply Management and Logistics Department in accordance with the submittal requirements. In the case of any discrepancy between the original Proposal and any other documents provided, the original Proposal will be the governing document. Proposal must contain all information required to be included in the Proposal as described herein. Completed Proposals must be submitted in a sealed envelope (package, box, etc.) with the RFP number and name clearly typed or written on the front.

PROPOSER INFORMATION

PROPOSER'S NAME: _____

STREET ADDRESS: _____

CITY, STATE AND ZIP CODE: _____

PROPOSER TELEPHONE: _____ PROPOSER FAX: _____

PROPOSER TOLL FREE: _____

CONTACT PERSON: _____

CONTACT PERSON'S ADDRESS: _____

CONTACT TELEPHONE: _____ FAX: _____ TOLL FREE: _____

INTERNET E-MAIL ADDRESS: _____

INTERNET URL: _____

PROPOSER TAXPAYER IDENTIFICATION NUMBER: _____

Proposal Certification

I hereby certify that: I am submitting the following information as my firm's (Proposer) Proposal and am authorized by Proposer to do so; Proposer agrees to complete and unconditional acceptance of the contents of Pages 1 through 27 inclusive of this Request for Proposals, and all appendices and the contents of any Addenda released hereto; Proposer agrees to be bound to any and all specifications, terms and conditions contained in the Request for Proposals, and any released Addenda and understand that the following are requirements of this RFP and failure to comply will result in disqualification of Proposal submitted; Proposer has not divulged, discussed, or compared the Proposal with other Proposers and has not colluded with any other Proposer or party to any other Proposal; Proposer acknowledges that all information contained herein is part of the public domain as defined by the State of Florida Sunshine and Public Records Laws; all responses, data and information contained in this Proposal are true and accurate.

Signature of Proposer's Authorized Representative (blue ink preferred on original)

Date

Name of Proposer's Authorized Representative

Title of Proposer's Authorized Representative

NOTE: Entries must be completed in ink or typewritten. This original Required Response Form must be fully executed and submitted with this Proposal (see Section 4.1.4).

2.0 INTRODUCTION AND GENERAL INFORMATION

- 2.1 The School Board of Broward County, Florida (hereinafter referred to as "SBBC") desires to receive proposals for Group Dental Insurance and Group Vision Insurance for School Board Employees as described herein.

SBBC is the sixth largest school district in the United States and has approximately 27,500 active, full-time employees and 2,900 dental retirees and 2,600 vision retirees. All full-time employees are eligible to participate in both the dental and vision options including active employees, dependents, retirees, retirees' dependents, and domestic partners. SBBC does not allow active employees to opt out of the dental and vision plans. If an employee does not make a dental or vision election, the employee will be enrolled into the lowest cost plan.

SBBC will contract directly with insurance companies and Prepaid Limited Health Organizations. SBBC will not contract with independent third parties, independent agents or independent third parties acting as agent or broker. All Proposers must comply with all applicable Florida Statutes. SBBC will enter into a separate agreement for each award made to a dental or vision carrier.

Incentives and contribution strategies may be subject to labor / union negotiations.

Proposer may bid on any combination of such plans. Deviations from suggested plans must be clearly identified in Attachments C1 and C2. Attachment C1 and C2 closely mirror the current plan offerings. Proposer may provide a plan that closely resembles the plans outlined and meets SBBC's objectives of a low cost Basic plan and a comprehensive Enhanced plan. The Proposer may provide:

- Plans that closely resemble the plans outlined in Attachment C1 and C2; and/or
- One alternative plan design.

At the discretion of the Committee, not more than one additional alternative plan design will be considered. If the Committee decides to consider an alternative plan design, only the first plan contained in sequential order will be considered.

SBBC reserves the right to negotiate benefit levels and plan deviations each Plan Year, including but not limited to:

- Single/Family Deductibles
- Annual Out-of-Pocket Maximums
- Member Copays
- Eligibility Requirements
- Networks

The Awardee(s) may be requested to work with SBBC in establishing an interface with SBBC's Enterprise Resource Planning systems which will allow for electronic transfer of data.

The School Board of Broward County, Florida, Supplier Diversity and Outreach Program, works to increase the participation of Minority and Women Business Enterprise (M/WBE). It is the intent of the Supplier Diversity and Outreach Program to have a diverse group, as well as an equitable distribution of M/WBE's, participating on any award of this Proposal. To be considered for the greatest amount of evaluation points for M/WBE participation, the Proposer must provide significant information on the specific certified M/WBE vendors that will be used on any contract award for services described in this RFP. The Proposer should include the specific elements of work each M/WBE vendor will be responsible for performing, the dollar value of the work, and the percentage of the total contract value. For a list of certified M/WBE's, refer to Attachment N5.

Gallagher Benefit Services, Inc. will be providing consultant services to SBBC in relation to this RFP.

2.0 INTRODUCTION AND GENERAL INFORMATION (continued)

DENTAL

SBBC currently offers their employees multiple plan options through Delta Dental, Humana/CompBenefits, MetLife and Safeguard. Currently, SBBC provides a flat dollar amount of \$10.80 per employee per month for all eligible employees paid for by the Board. If the dental insurance premium exceeds the flat dollar cap per month, the employee is responsible through payroll deductions to pay the difference. SBBC reserves the right to modify funding and billing methodology at any time during the term of the contract. SBBC reserves the right to increase the level of coverages at any time during the term of the contract. As of December, 2010, approximately 2,425 employees are participating in the Basic Prepaid programs, 13,086 employees are participating in the Enhanced Prepaid programs, and 12,419 employees are participating in the PPO/Indemnity programs through a Section 125 Cafeteria Plan. SBBC would prefer that the Awardee(s) have the capabilities to issue ID cards to members on an annual basis. Refer to Attachment C1 for the plan designs and Attachment G for the existing certificates of coverage.

SBBC is soliciting proposals for a fully-insured group dental insurance plan and any plan proposed should be on a group contract basis. The RFP addresses several types of dental plans (Basic/Enhanced Prepaid Plans and a PPO/Indemnity Plan). Proposer may quote any or all plans for all employees and retiree groups, however the Committee may choose not to evaluate alternative plan designs. SBBC reserves the right to contract for one or more plans independently or contract for multiple plans from the same vendor(s).

In order to properly evaluate the financial impact of these options, this RFP requests the cost and utilization data necessary to properly model and forecast the plans proposed. Proposers who do not provide the requested information "will" be negatively impacted during the evaluation process.

VISION

SBBC currently offers their employees either a Basic option or an Enhanced option through Humana/CompBenefits. Currently, SBBC provides vision insurance as a core benefit for all eligible employees and pays 100 percent of the cost of employee coverage. SBBC reserves the right to modify funding and billing methodology at any time during the term of the contract. Employees can purchase coverage for their dependents, with the full cost of the coverage being paid for by the employee. SBBC requests that you propose the plan designs as outlined in Attachment C2. Additionally, SBBC may wish to increase the benefits within the plan design outlined in Attachment C2. Several key areas under consideration are increasing the allowance for glasses, contact lenses and frames, additional progressive lenses coverage and a LASIK benefit. As of December, 2010, approximately 3,456 employees are participating in the Basic option, 24,470 employees are participating in the Enhanced option through a Section 125 Cafeteria Plan. Refer to Attachment C2 for the plan designs and Attachment H for the existing certificates of coverage.

SBBC is soliciting proposals for a fully-insured group vision insurance plan and any plan proposed should be on a group contract basis. The RFP addresses two types of vision plans (Basic Option and an Enhanced Option). Proposer may quote any or all plans for all employees and retiree groups, however the Committee may choose not to evaluate alternative plan designs. SBBC reserves the right to contract for one or more plans independently or contract for multiple plans from the same vendor(s). In order to properly evaluate the financial impact of these options, this RFP requests the cost and utilization data necessary to properly model and forecast the plans proposed. Proposers who do not provide the requested information "will" be negatively impacted during the evaluation process.

2.0 INTRODUCTION AND GENERAL INFORMATION (continued)

- 2.2 **Questions And Interpretations:** Any questions concerning any portion of this RFP must be submitted, in writing, to Carol Barker, Purchasing Agent, Supply Management and Logistics Department, 754-321-0506 at the address listed in Section 6.1 or via facsimile 754-321-0533 or via e-mail carol.barker@browardschools.com. Any questions which require a response which amends the RFP document in any manner will be answered via addendum by the Supply Management and Logistics Department and provided to all Proposers. No information given in any other matter will be binding on SBBC.

Any questions concerning any condition or requirement of this RFP must be received in the Supply Management and Logistics Department, in writing, **on or before December 17, 2010**. Questions received after this date will not be answered. Submit all questions to the attention of the individual stated above. If necessary, an Addendum will be issued. Any verbal or written information, which is obtained other than by information in this RFP document or by Addenda, shall not be binding on SBBC.

- 2.3 **Contract Term:** The purpose of this RFP is to establish a contract, **beginning January 1, 2012 or date of award, whichever is later, and continuing through December 31, 2014 (Initial Contract Period)**. The term of the contract may, by mutual agreement between SBBC and the Awardee, upon final School Board approval, be extended for five additional one-year periods (Renewal Contract Periods). If needed, the Initial Contract Period or a Renewal Contract Period may be extended 180 days beyond the expiration date of such period. The Board, through its Supply Management and Logistics Department, will, if considering renewing the Initial or a Renewal Contract Period, request a letter of intent to renew from each Awardee, prior to the end of such Initial or Renewal Contract Period. The Awardee will be notified when the recommendation has been acted upon by SBBC. The Proposer agrees to this condition by signing its Proposal.

- 2.4 **Submittal Of Proposal:** Submit Proposals in accordance with Section 4.0. Proposals should be organized and shall include necessary information as to be in full compliance with this Section. In order to facilitate the Proposal evaluation process, special attention should be paid to organizing Proposals in a manner consistent with Section 4.0. SBBC reserves the right to reject and not consider any Proposal that is not submitted in accordance with Section 4.0 or that does not include any necessary information.

- 2.5 **Evaluation and Award:** Evaluation and award will be made in accordance with Section 5.0.

3.0 CALENDAR

| | |
|-------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| December 13, 2010 | Release of RFP 12-005V |
| December 17, 2010 | Written questions due in the Supply Management and Logistics Department |
| February 11, 2011 | Proposals due on or before 2:00 p.m. ET in Supply Management and Logistics Department. Proposal opening will be at: 7720 West Oakland Park Blvd., Suite 323, Sunrise, Florida 33351-6704.* |
| April 6, 2011 | Evaluation Committee reviews Proposals and makes Recommendation for award. Meeting to be held at: Kathleen C. Wright Administration Center, Board Room 600 SE Third Avenue Fort Lauderdale, Florida 33301.* |
| April 12, 2011 | Posting of Recommendation |

* These are public meetings. The School Board of Broward County, Florida, prohibits any policy or procedure which results in discrimination on the basis of age, color, disability, gender, national origin, marital status, race, religion or sexual orientation. Individuals who wish to file a discrimination and/or harassment complaint may call the Executive Director, Benefits & EEO Compliance at 754-321-2150 or Teletype Machine (TTY) 754-321-2158.

Individuals with disabilities requesting accommodations under the Americans with Disabilities Act (ADA) may call Equal Educational Opportunities (EEO) at 754-321-2150 or Teletype Machine (TTY) 754-321-2158.

4.0 INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL

- 4.1 In order to maintain comparability and facilitate the review process, it is requested that Proposals be organized in the manner specified below. Include all information requested herein in your Proposal.
- 4.1.1 **Title Page:** Include RFP number, subject, the name of the Proposer, address, telephone number and the date.
- 4.1.2 **Table of Contents:** Include a clear identification of the material by section and by page number.
- 4.1.3 **Letter of Transmittal:** Include the names of the persons who will be authorized to make representations for the Proposer, their titles, addresses and telephone numbers.
- 4.1.4 **Required Response Form:** (Page 1 of RFP) with all required information completed and all signatures as specified (blue ink preferred on original). Any modifications or alterations to this form shall not be accepted and Proposal may be rejected. The enclosed original Required Response Form will be the only acceptable form.
- 4.1.5 **Notice Provision:** When any of the parties desire to give notice to the other, such notice must be in writing, sent by US Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of the paragraph. **This information must be submitted with the Proposal or within three days of request.** For the present, the parties designate the following as the respective places for giving notice:

To School Board:

Superintendent of Schools
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

With a Copy to:

Executive Director, Benefits & EEO Compliance
The School Board of Broward County, Florida
7770 West Oakland Park Boulevard, 1st Floor
Sunrise, Florida 33351-6704

Name of Proposer:

(Name of Proposer, Corporation and Agency)

(Address)

With a Copy to:

(Name and Position of Designee of Proposer,
Corporation and Agency)

(Address)

4.0 INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL (Continued)

- 4.2 **Minimum Eligibility** (In order to be considered for award and to be further evaluated, Proposer must meet or exceed the following criteria):
- 4.2.1 Proposer must agree to the language in Section 7.1, Indemnification.
 - 4.2.2 All Proposers must be licensed in the State of Florida. Provide a copy of your current license and/or certificate that allows Proposer to provide the services proposed.
 - 4.2.3 If Proposer is an insurance carrier, Proposer must be licensed to provide coverages in the State of Florida with an AM Best rating of A- or higher and financial size category of VI or larger. The AM Best requirement may be met directly by the Proposer or, in the alternative, by the parent or affiliated company who maintains the ratings specified in this RFP. If qualifying through its parent or affiliated company, the Proposer must (a) include within its Proposal, a written commitment by such parent or affiliated company using the form attached to this RFP as Attachment P guaranteeing the Proposer's fulfillment and performance of the terms and conditions of the resultant Agreement between SBBC and Proposer; and (b) have a representative of said parent or affiliated company present at the meeting during which the Evaluation Committee will review Proposals and make recommendations for Award. Such representative shall have authority to bind said parent or affiliated company to guarantee the Agreement terms as negotiated by SBBC and Proposer and the parent or affiliated company will be required to execute a guarantee of the resultant Agreement.
 - 4.2.4 Three (3) years of **independent audited** financial statements **must** be provided if Proposer is an insurance carrier and cannot not comply with 4.2.3 or if Proposer is not an insurance carrier.
- 4.3 **Experience and Qualifications of the Proposer:**
- 4.3.1 State under what other or former name(s) the Proposer is currently operating under or has operated under.
 - 4.3.2 State whether Proposer's firm(s) is local (Broward, Miami-Dade, or Palm Beach Counties), regional or national.
 - 4.3.3 Give the location of the office from which service is to be performed and the number of partners, managers, supervisors, senior managers and other professional staff employed at that office and the name of each individual in charge.
 - 4.3.4 Provide a statement of any litigation or regulatory action that has been filed or is pending against your firm(s) in the last three years. If an action has been filed, state and describe the litigation or regulatory action filed, and identify the court or agency before which the action was instituted, the applicable case or file number, and the status or disposition for such reported action. If no litigation or regulatory action has been filed against your firm(s), provide a statement to that effect. For joint venture or team Proposers, submit the requested information for each member of the joint venture or team.
- 4.4 **Addenda:** Proposer has determined that it has received all Addenda released prior to its Proposal submittal. It is the Proposer's responsibility to make sure it has received all Addenda.
- 4.5 **Questionnaire:** Proposer shall complete the questionnaire(s) contained in Attachments A1 and A2 of this RFP as applicable. The questionnaire(s) is being provided in an electronic format through DemandStar. Failure to respond may result in a reduction of points in the evaluation process or your Proposal being determined as non-responsive.

4.0 INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL (Continued)

4.6 **Scope of Services Provided:** Clearly describe how the Proposer can accomplish each of the following Scope of Services provided below.

4.6.1 Complete the following table on how your company can accomplish each of the following:

| | Yes, Can Comply | Yes, Can Comply But With Deviations | No, Cannot Comply |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|----------------------------------------|----------------------|
| Provide customer service lines with a 754/954 Area Code for employees, as well as a toll-free line for employees residing outside the 754/954 area code. Within the schools, themselves, employees do not have access to dial a 1-800 number; the number must be a 754/954 number. | | | |
| Participate and share in the cost of an independent employee satisfaction survey. The cost of the survey will be pro-rated between Awardee(s) and will be based on enrollment. The timing of the surveys will be determined by SBBC, but will not be more than once per year. In 2008, the cost for the dental carriers was \$9,520 and the cost for the vision carrier was \$2,380. In 2010, no survey was conducted. | | | |
| Accept SBBC's self-billing statement. The process is as follows: On the summary page of the report, total employee contributions are reflected as well as the number of employees in each level of coverage (i.e., employee only, employee + 1 or family) for SBBC's portion. An additional report is generated that includes the employee's portion that was payroll deducted in the prior month. SBBC will submit properly completed applications and other forms regarding enrollment changes in a timely manner. Refunds will be made provided written termination is received from SBBC no later than ninety (90) days after the effective date of the change. | | | |
| Provide direct billing, premium remittal services, and reporting for retirees, retiree dependents, and employees on leave of absence, and COBRA to SBBC. | | | |
| Provide full COBRA and HIPAA administration services. | | | |
| Use SBBC Enrollment Form (See Attachment K). The printing cost of the enrollment forms will be pro-rated between the Awardee(s) based on enrollment. In 2009, the total cost was approximately \$200. | | | |

4.0 INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL (Continued)

4.6.1 Scope of Services Provided Continued

| | Yes, Can Comply | Yes, Can Comply But With Deviations | No, Cannot Comply |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|------------------------------------------------|------------------------------|
| If selected as an Awardee, you will need to participate in open enrollment, health fairs, and share in the cost of the materials for open enrollment. The cost of the materials will be pro-rated between the Awardee(s) based on enrollment. For the 2011 open enrollment period, approximately 25 meetings are planned. The total cost for 2010 open enrollment materials was \$12,500 for all carriers. | | | |
| Provide a dedicated Account Manager who will have the overall responsibility for managing the client relationship. | | | |
| Provide qualified personnel to attend (in person) and participate in meetings. | | | |
| Provide dedicated personnel for overall Account Management and Customer Service to SBBC staff. Response times to SBBC staff of one business day or less. | | | |
| Your fully-insured rate quotation shall include a minimum rate guarantee period of 36 months. Additional rate guarantees are encouraged. | | | |
| Your Proposal should assume an Effective Date of January 1, 2012. | | | |
| If selected as an Awardee, you will be required to provide access to an electronic provider directory file. | | | |
| The Benefits Department shall review and approve all communication materials prior to mailing directly to the employee's home, by the Awardee(s). Postage costs are to be paid by the Awardee(s). | | | |

4.0 INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL (Continued)

4.6.1 Scope of Services Provided Continued

| | Yes, Can Comply | Yes, Can Comply But With Deviations | No, Cannot Comply |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|----------------------------------------|----------------------|
| I.D. cards will be mailed annually directly to the employee's home, with the postage costs to be paid by the Awardee(s). Member handbooks and certificate of coverage are to be mailed, in a timely manner, directly to the employee's home, with postage costs to be paid by the Awardee(s). The format and any additions or changes to I.D. cards shall be approved by the Benefits Department. | | | |
| Variations in actual enrollment shall have no effect on your rate quotation. Your Proposal shall be valid regardless of the final enrollment mix, number of Awardee(s), number of plan designs or outcome. No underwriting for the currently enrolled members including no minimum participation or minimum enrollment requirements will be accepted. | | | |
| The Contract situs will be the State of Florida. | | | |
| Actively-at-work provisions shall be waived for all participants. | | | |
| There shall be no exclusion provisions for pre-existing conditions, except for late entrants in accordance with HIPAA. | | | |
| Awardee(s) agree to the SBBC's Business Associate Agreement (see Attachment L). | | | |
| The Awardee(s) shall agree that if a grievance or appeal is denied by said Awardee(s), the employee will be permitted to meet with the Awardee(s) in person, which may include the attendance of SBBC personnel. | | | |
| Awardee(s) must have systems that support timely resolution of member complaints. | | | |
| SBBC or their representatives will be given access to review claim payments for timely payment and correctness including a data feed of all claims as requested. | | | |

4.0 INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL (Continued)

4.6.1 Scope of Services Provided Continued

| | Yes, Can Comply | Yes, Can Comply But With Deviations | No, Cannot Comply |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|----------------------------------------|----------------------|
| Awardee(s) will continue to provide services beyond the Agreement termination date, to include but not limited to: Claims adjudication for services incurred prior to the termination date, Transition of Care, Audits, Grievances, Reporting, Customer Service, Reconciliations and Other Services necessary to facilitate transition. | | | |
| The Awardee(s) shall agree to supply SBBC with standardized reports, upon request, for both industry data and based on SBBC specific membership. These reports will include, but will not be limited to member-specific information, member enrollment information and/or utilization reports on a monthly basis. | | | |
| Awardee(s) will assist/support and maintain a benefits portion of the Benefits website, at no cost to SBBC. On the SBBC website, the Awardee(s) will be responsible for providing SBBC with a link to the Awardee(s) website that is customized to SBBC employees providing, but not limited to, plan designs and provider directories. | | | |
| Vision Insurance - Proposer must confirm that office visit copay is all-inclusive. Patients may not be billed for any procedure associated with an eye examine beyond the applicable copay. | | | |

4.6.2 Disclose if any commissions and/or service fees are included in your rate quotation. Specify the amount of the commissions and/or service fees, to whom they may be paid and your reason(s) for including them.

4.6.3 Describe any additional products/services that Proposer is able to provide with relation to the scope of this RFP.

4.7 **Cost of Services:** Proposer shall complete Attachments B1 and B2, Financial Response Forms, for each plan/program offered.

4.0 INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL (Continued)

| | | | | |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|----|----------------------------------------------------------------|
| 4.8 | <u>M/WBE Information:</u> | | | |
| 4.8.1 | <u>Participation</u> | YES | NO | REQUIRED ATTACHMENT |
| 4.8.1.1 | Is your firm a certified M/WBE by the SBBC; or by the State of Florida Department of Management Service, Office of Supplier Diversity; or any other governmental entity or organization within the State of Florida? | | | If yes, please provide a copy of the certification certificate |
| If you answered no to the above, please complete questions below. | | | | |
| 4.8.1.2 | Have you identified the M/WBE firm or firms who will be working with you on this engagement, the extent and nature of the M/WBE work and the percentage or total cost the M/WBE firm will receive? | | | If yes, please complete Attachment N3. |
| 4.8.1.3 | If you answered no to the above (Question 4.8.1.2), please answer the following: Has your firm identified a scope of services and level of participation (i.e., percentage or dollar value) that you intend to engage an M/WBE firm or firms to perform? | | | If yes, please complete Attachment N3. |
| 4.8.1.4 | If you answered no to the above (Questions 4.8.1.2 and 4.8.1.3), please answer the following: Has your firm identified a level of participation (i.e., percentage or dollar value) that you intend to engage an M/WBE firm or firms to perform? | | | If yes, please complete Attachment N3. |
| Indicate the extent and nature of the M/WBE's work with specificity, as it relates to the services as described in this RFP, including the percentage of the total costs which the M/WBE firm in connection with this Proposal will receive (see Attachment N3). | | | | |
| The Awardee will be required to submit a monthly M/WBE utilization report (see Attachment N1) which will track payments to M/WBE(s). This report is required 15 days after the end of each month, whether the M/WBE(s) received payments or not, until all committed remuneration has been received by the M/WBE. <u>State your willingness to comply with this requirement.</u> | | | | |
| Awardee must provide the M/WBE office a 30-day written notice for substitution of an M/WBE vendor. <u>State your willingness to comply with this requirement.</u> | | | | |
| Note: Please provide SBBC certification number for all M/WBE firm(s) identified who will be working with you on this engagement. If the M/WBE firm(s) are not an SBBC certified M/WBE, provide a copy of the M/WBE firm(s) certification for any other governmental entity within the State of Florida. Be advised that consideration for evaluation will be given to firms who are not SBBC M/WBE certified; however, greater consideration in evaluation will be given to SBBC M/WBE firms participating on this engagement. | | | | |

4.0 INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL (Continued)

| | |
|-------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 4.8 | <u>M/WBE Information (Continued):</u> |
| 4.8.2 | <p><u>Diversity</u></p> <p>SBBC recognizes that diversity is important in providing competent services in an inclusive setting (see SBBC Diversity Policy 1.5 and Supplier Diversity and Outreach Policy 7007, Attachment N4). As part of your Proposal, describe the following:</p> <p>The diversity of your personnel in the regional office that will be responsible for servicing this contract. Provide a breakdown of employees by race/ethnicity, gender and job classification (see Attachment N2).</p> <p>Note: Personnel should be W-2 employees of the Proposer; not employees of M/WBE firms utilized by Proposer.</p> <p>Describe how diversity is incorporated into your company's operations and service providers. Include in your submittal a description of your service provider's diversity as it relates to race/ethnicity, national origin, gender and language (i.e., Spanish, Creole, Portuguese, etc.).</p> |
| 4.8.3 | <p><u>Community Outreach</u></p> <p>Proposer shall submit evidence of its involvement in the minority community. Such evidence may include, but not be limited to, minority-sponsored events, purchases made from minority and women-owned companies, scholarship funds targeting minority and underprivileged students, financial contributions and/or providing other corporate resources for minority community projects.</p> <p>Note: Evidence should represent outreach by the Proposer directly, not outreach by M/WBE firms utilized by Proposer.</p> |

5.0 EVALUATION OF PROPOSALS

- 5.1 Subject to Section 2.1 and Section 7.32 the Superintendent's Insurance Advisory Committee (hereinafter referred to as "Committee"), shall evaluate all Proposals received, which meet or exceed Section 4.2, Minimum Eligibility Requirements and Section 7.1 Indemnification, according to the following criteria:

| <u>CATEGORY</u> | | <u>MAXIMUM POINTS</u> |
|-----------------|------------------------------------|-----------------------|
| A. | Experience and Qualifications | 30 |
| B. | Scope of Services | 30 |
| C. | Cost of Services | 30 |
| D. | Minority/Women Business Enterprise | |
| D.1 | Participation | 4 |
| D.2 | Diversity | 3 |
| D.3 | Community Outreach | <u>3</u> |
| TOTAL | | 100 |

Failure to respond, provide detailed information or to provide requested Proposal elements may result in the reduction of points in the evaluation process. The Committee may recommend the rejection of any proposal containing material deviations from the RFP. The Committee may recommend to waive any irregularities and technicalities.

- 5.2 The Committee reserves the right to ask questions of a clarifying nature once Proposals have been opened, require presentations from all Proposers, interview any or all Proposers that respond to the RFP, or make their recommendations based solely on the information contained in the Proposals submitted. Presentations, if required, will be part of the evaluation process.
- 5.3 Based upon Section 5.1 the Committee at its sole discretion may commence negotiations with selected Proposer(s). The Committee reserves the right to recommend the rejection of all proposals pursuant to Section 7.32 or to negotiate any term, condition, specification or price (other than Section 4.2. and Section 7.1) with a Proposer(s). In the event that mutually agreeable negotiations cannot be reached with a Proposer, the Committee may negotiate with the next ranked Proposer, and so forth. An impasse may be declared by the Committee at any time. The Committee will make a recommendation to the Superintendent. The Superintendent may choose to post the recommendation as its intended action of the District in accordance with Section 120.57(3) Florida Statutes, recommend the rejection of all proposals pursuant to Section 7.32, or the Superintendent may choose to return the recommendation to the Committee for further deliberations consistent with the RFP.
- 5.4 **Award:** SBBC intends to make award(s) to the Proposer(s) that has complied with the terms, conditions and requirements of the overall RFP. After the conclusion of negotiations, the recommended Award would be made for the goods and services sought in the RFP in accordance with the terms of negotiations. The award(s) shall not be a guarantee of business or a guarantee of specified quantities of products or volume of service. Any agreement resulting from these negotiations must be approved by the School Board Attorney, must be governed by the laws of the State of Florida, and must have venue established in the 17th Circuit Court of Broward County, Florida or the United States Court of the Southern District of Florida. The agreement approved by the School Board Attorney will be submitted to SBBC for final approval.

6.0 SPECIAL CONDITIONS

- 6.1 The complete original Proposal properly completed and signed must be submitted in a sealed envelope and received **on or before 2:00 p.m. ET, February 11, 2011** at the following address in order to be considered:

SUPPLY MANAGEMENT AND LOGISTICS DEPARTMENT
The School Board of Broward County, Florida
7720 West Oakland Park Boulevard, Suite 323
Sunrise, Florida 33351-6704

Attention: RFP 12-005V - Group Dental Insurance and Group Vision Insurance for School Board Employees

- 6.2 Proposer shall submit one original Proposal with an original manual signature (blue ink preferred). Proposer should also submit one **electronic version** in Word 6.0 or higher along with 30 additional copies of Proposal. The Proposal containing the original manual signature (blue ink preferred) should be clearly identified as the original Proposal. In the case of any discrepancy between the original Proposal and any other documents provided, the original Proposal will be the governing document. All Proposals shall be submitted in sealed packaging with RFP number and the Proposers' firm name clearly marked on the exterior of package. All additional copies should be **identical** to the original Proposal submitted, including all supplemental information/marketing materials.
- 6.3 **JOINT VENTURES:** In the event multiple Proposers submit a joint Proposal in response to the RFP, a single Proposer shall be identified as the Prime Proposer. If offering a joint Proposal, Prime Proposer must include the name and address of all parties of the joint Proposal. Prime Proposer shall provide all bonding and insurance requirements, execute any Contract, complete the **REQUIRED RESPONSE FORM** shown herein, and have overall and complete accountability to resolve any dispute arising within this contract. Only a single contract with one Proposer shall be acceptable. Prime Proposer responsibilities shall include, but not be limited to, performing of overall contract administration, preside over other Proposers participating or present at SBBC meetings, oversee preparation of reports and presentations, and file any notice of protest and final protest as described herein. Prime Proposer shall also prepare and present a consolidated invoice(s) for services performed. SBBC shall issue only one check for each consolidated invoice to the Prime Proposer for services performed. Prime Proposer shall remain responsible for performing services associated with response to this RFP.
- 6.4 **INSURANCE REQUIREMENTS:**
Proof of the following insurance will be furnished by any Awardee to SBBC by Certificate of Insurance within 15 days of notification by SBBC. Awardee shall be responsible for providing written notification to SBBC 30 days in advance of cancellation, expiration, reduction in coverage limits or any material change in the specified coverage required by this contract. The insurance policies shall be issued by companies qualified to do business in the State of Florida. SBBC's preference is that the insurance companies be rated at least A- VI by AM Best or Aa3 by Moody's Investor Service. If the insurance companies are not rated by AM Best or Moody's three (3) years of independent audited financial statements must be provided for the entities providing such coverage(s). The certificate must contain a provision for written notification to SBBC in accordance with policy provisions as outlined in the current ISO Accord 25 (2009/09) form; or should older ISO versions be available, provide a minimum of 30-days notice of material changes or cancellation to SBBC. All liability policies required under this Agreement shall be endorsed to be primary of all other valid and collectable coverage maintained by The School Board of Broward County, Florida and must be indicated on the Certificate of Insurance. All policies must remain in effect during the performance of the contract.
- 6.4.1 General Liability Insurance with limits of not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage. **The School Board of Broward County, Florida shall be listed as an Additional Insured.**
- 6.4.2 Professional Liability insurance with limits of not less than \$1,000,000 per occurrence.
- 6.4.3 Auto Liability Insurance covering all owned (if applicable), non-owned and hired vehicles with Bodily Injury and Property Damage limits of not less than \$1,000,000 Combined Single Limit.
- 6.4.4 Worker's Compensation in accordance with Chapter 440, Florida Statutory limits and Employer's Liability Insurance.

6.0 SPECIAL CONDITIONS

6.5 CONFIDENTIAL RECORDS

Awardee(s) acknowledges that certain information about the District's students is contained in records created, maintained or accessed by the awardee and that this information is confidential and protected by the Family Educational Rights and Privacy Act of 1974 (FERPA) (20 U.S.C.1232g), and/or the Health Insurance Portability and Accountability Act HIPAA (45 CFR parts 160-164) and related District policies, as amended from time to time, currently available at www.browardschools.com. The confidential information cannot be disclosed unless obtained from the District's students or their legal guardians. Both parties agree to protect these records in compliance with FERPA, HIPAA and the District's policy. To the extent permitted by law, nothing contained herein shall be construed as precluding either party from releasing such information to the other that each can perform its respective responsibilities.

Awardee(s) agrees that it may create, receive from or on behalf of the District, or have access to, records or record systems that are subject to FERPA and/or HIPAA (collectively, the "Confidential Records"). Awardee(s) represents, warrants and agrees that it will: (1) hold the Confidential Records in strict confidence and will not use or disclose the Confidential Records except as (a) permitted or required by this RFP, (b) required by law, or (c) otherwise authorized by the District in writing; (2) safeguard the Confidential Records according to commercially reasonable administrative, physical and technical standards as required by law; and (3) continually monitor its operations and take any and all action necessary to assure that the Confidential Records are safeguarded in accordance with the terms of this RFP. At the request of the District, Awardee agrees to provide the District with a written summary of the procedures awardee(s) uses to safeguard the Confidential Records. A breach of these confidentiality requirements shall constitute grounds for the District to terminate the RFP with the awardee.

7.0 GENERAL CONDITIONS

- 7.1 **INDEMNIFICATION:** This General Condition of the RFP is NOT subject to negotiation and any Proposal that fails to accept these conditions will be rejected as "non-responsive".
- 7.1.1 By SBBC: SBBC agrees to be fully responsible for its acts of negligence or its agents' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. Nothing herein is intended to serve as a waiver of sovereign immunity by SBBC. Nothing herein shall be construed as consent by SBBC to be sued by third parties in any matter arising out of any contract. Nothing herein shall be construed as a waiver by SBBC to any rights or limits to liability under Section 768.28 Florida Statutes.
- 7.1.2 By AWARDEE: AWARDEE agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by the AWARDEE, its agents, servants or employees; the equipment of the AWARDEE, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of AWARDEE or the negligence of AWARDEE'S agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by the AWARDEE, SBBC or otherwise.
- 7.2 **IRREVOCABILITY OF PROPOSAL:** A Proposal may not be withdrawn before the expiration of 90 days from the date of Proposal opening.
- 7.3 **PROPOSALS ARE NOT CONFIDENTIAL:** SBBC and its Proposal Evaluation Committees evaluate and negotiate all Proposals in open meetings. Any Proposal or information contained therein received by SBBC in response to a Request For Proposals or an Invitation To Bid will be made available for public inspection and copying pursuant to Section 119.07(1)(b)(1)(a) and (b), Florida Statutes. Any contract awarded by SBBC under a Request For Proposals or an Invitation To Bid is a public document and may include the entire contents of the Proposal. No action on the part of any Proposer would create an obligation on the part of SBBC to limit public access to information contained in a Proposal submitted to SBBC, including, without any limitation, marking any portion of a Proposal as being confidential, proprietary or considered to be a trade secret must be excluded from its Proposal in order to avoid its availability for public inspection.
- 7.4 **INFORMATION NOT IN RFP:** No verbal or written information which is obtained other than by information in this document or Addenda to this Request for Proposal shall be binding on SBBC.
- 7.5 **PROPOSAL PUBLIC RECORD:** Proposer acknowledges that all information contained within their Proposal is part of the public domain as defined by the State of Florida Sunshine and Public Record Laws.

7.0 GENERAL CONDITIONS

- 7.6 **NONCONFORMANCE TO CONTRACT CONDITIONS:** Services offered must be in compliance with RFP conditions and specifications and any resulting agreement at all times. Services not conforming to RFP conditions, specifications or time frames may be terminated at Awardee(s) expense and acquired on the open market. Any increase in cost may be charged against the Awardee. Any violation of these stipulations may also result in:
- 7.6.1 For a period of two years, any RFP submitted by Proposer will not be considered and will not be recommended for award.
- 7.6.2 All departments being advised not to do business with Proposer.
- 7.7 **APPLICABLE LAW:** This RFP and any agreement resulting from it shall be interpreted and construed according to the laws of the State of Florida.
- 7.8 **GOVERNING LAW:** This RFP, and any award(s) resulting from this RFP, shall be governed by and construed under the laws of the State of Florida and must have venue established in the 17th Circuit Court of Broward County, Florida or the United States Court of the Southern District of Florida.
- 7.9 **LEGAL REQUIREMENTS:** Federal, state, county and local laws, ordinances, rules and regulations that in any manner affect the goods or services covered herein apply. Lack of knowledge by the Proposer will in no way be a cause for relief from responsibility.
- 7.10 **ADVERTISING:** In submitting an RFP, Proposer agrees not to use the results therefrom as a part of any commercial advertising without prior written approval of SBBC.
- 7.11 **EXPENDITURE:** No guarantee is given or implied as to the total dollar value or work as a result of this RFP. SBBC is not obligated to place any order for services performed as a result of this award. Order placement will be based upon the needs and in the best interest of SBBC.
- 7.12 **CONFLICT OF INTEREST:** The award of this RFP is subject to the provisions of Chapter 112, Florida Statutes, as currently enacted or as amended from time to time. All Proposers must disclose with their Proposal the name of any officer, director or agent who is also an employee of SBBC.
- 7.13 **PATENTS AND ROYALTIES:** The Proposer, without exception, shall indemnify and save harmless SBBC and its employees from liability of any nature or kind, including cost and expenses for any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by SBBC. If the Proposer uses any design, device, or materials covered by letters, patent, or copyright, it is mutually understood and agreed without exception that the RFP prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.

7.0 GENERAL CONDITIONS (Continued)

- 7.14 **DISPUTES:** In the event of a conflict between the documents, the order of priority of the documents shall be as follows:
- Any agreement resulting from the award of this RFP (if applicable); then
 - Addenda released for this RFP, with the latest Addendum taking precedence; then
 - the RFP; then
 - Awardee's Proposal.
- In case of any other doubt or difference of opinion, the decision of SBBC shall be final and binding on both parties.
- 7.15 **OSHA:** The Proposer warrants that the product supplied to SBBC shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended, and the failure to comply with this condition will be considered as a breach of contract.
- 7.16 **ANTI-DISCRIMINATION:** The School Board of Broward County, Florida, prohibits any policy or procedure which results in discrimination on the basis of age, color, disability, gender, national origin, marital status, race, religion or sexual orientation. Individuals who wish to file a discrimination and/or harassment complaint may call the Executive Director, Benefits & EEO Compliance of Equal Educational Opportunities at 754-321-2150 or Teletype Machine TTY 754-321-2158.
- 7.17 **LIABILITY, INSURANCE, LICENSES AND PERMITS:** The Proposer agrees to The Indemnification Provision stated herein and will assume the full duty, obligation and expense of obtaining all necessary licenses, permits and insurance. Where Awardee(s) is required to enter or go onto School Board property to deliver materials or perform work or services, the Awardee(s) shall be liable for any damages or loss to SBBC occasioned by negligence of the Awardee(s) (or agent) or any person the Awardee(s) has designated in the completion of the contract.
- 7.18 **PUBLIC ENTITY CRIMES:** Section 287.133(2)(a), Florida Statutes, as currently enacted or as amended from time to time, states that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Proposal on a contract to provide any goods or services to a public entity, may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit a Proposal 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 [currently \$25,000] for a period of 36 months from the date of being placed on the convicted vendor list.

7.0 GENERAL CONDITIONS (Continued)

- 7.19 **MINORITY/WOMEN BUSINESS ENTERPRISE (M/WBE) PARTICIPATION:** SBBC has a Supplier Diversity and Outreach Program whose intent is to have a diverse group of Minorities and Women Business enterprises (M/WBE) participating on School Board contract awards. The School Board encourages each Proposer to make every reasonable effort to include M/WBE participation on any contract award under this RFP. An M/WBE is defined by SBBC as any legal entity, other than a joint venture, which is organized to engage in commercial transactions and which is at least 51% owned and controlled by minority or women. If the Proposer is a Certified M/WBE by SBBC or by the State of Florida, Office of Supplier Diversity, Department of Management, **Proposer should indicate its certification number in its Proposal.**

For information on M/WBE Certification, or to obtain information on locating certified M/WBE's, contact the School Board's Supplier Diversity and Outreach Programs at 754-321-0552 or www.broward.k12.fl.us/supply/mwbe.htm.

To receive evaluation points for M/WBE participation, the Proposal shall identify the specific certified M/WBE which will be utilized. The specific elements of work each M/WBE will be responsible for performing, and the dollar value of the work as the percentage of the total contract value, must be provided.

- 7.20 **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY OR VOLUNTARY EXCLUSION - Lower Tier Covered Transactions:** Executive Order 12549, as currently enacted or as amended from time to time, provides that, to the extent permitted by law, Executive departments and agencies shall participate in a government-wide system for non-procurement debarment and suspension. A person who is debarred or suspended shall be excluded from Federal financial and non-financial assistance and benefits under Federal programs and activities. Except as provided in § 85.200, Debarment or Suspension, § 85.201, Treatment of Title IV HEA participation, and §85.215, Exception provision, debarment or suspension of a participant in a program by one agency shall have government wide effect. A lower tier covered transaction is, in part, any transaction between a participant [SBBC] and a person other than a procurement contract for goods or services, regardless of type, under a primary covered transaction; and any procurement contract for goods or services between a participant and a person, regardless of type, expected to equal or exceed the Federal procurement small purchase threshold fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 253(g) (currently \$100,000) under a primary covered transaction; or any procurement contract for goods or services between a participant and a person under a covered transaction, regardless of amount, under which that person will have a critical influence on or substantive control over that covered transaction. A participant may rely upon the certification of a prospective participant in a lower tier covered transaction that it and its principals are not debarred, suspended, proposed for debarment under 48 CFR part 9, subpart 9.4, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. Each participant shall require participants in lower tier covered transactions to include the certification for it and its principals in any Proposal submitted in connection with such lower tier covered transactions.

CERTIFICATION

- 7.20.1 The prospective lower tier participant certifies, by submission of this Proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- 7.20.2 Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Proposal.

7.0 GENERAL CONDITIONS (Continued)

- 7.21 **PROTESTING OF RFP CONDITIONS/SPECIFICATIONS:** Any person desiring to protest the conditions/specifications in this RFP, or any Addenda subsequently released thereto, shall file a notice of intent to protest, in writing, within 72 consecutive hours after electronic release of the competitive solicitation or Addendum and shall file a formal written protest within ten calendar days after the date the notice of protest was filed. Saturdays, Sundays, legal holidays or days during which the school district administration is closed shall be excluded in the computation of the 72 consecutive hours. If the tenth calendar day falls on a Saturday, Sunday, legal holiday or day during which the school district administration is closed, the formal written protest must be received on or before 5:00 p.m. EST of the next calendar day that is not a Saturday, Sunday, legal holiday or day during which the school district administration is closed. Section 120.57(3)(b), Florida Statutes, as currently enacted or as amended from time to time, states that **"The formal written protest shall state with particularity the facts and law upon which the protest is based"**.

Failure to file a notice of protest or to file a formal written protest within the time prescribed by Section 120.57(3), Florida Statutes, or a failure to post the bond or other security required by law within the time allowed for filing a bond, shall constitute a waiver of proceedings under School Board Policy 3320 and Chapter 120, Florida Statutes. The failure to post the bond required by School Board Policy 3320, Part VI, within the time prescribed by School Board Policy 3320, Part VI, as currently enacted or as amended from time to time, shall constitute a waiver of proceedings under School Board Policy 3320 and Chapter 120, Florida Statutes. Notices of protest, formal written protests, and the bonds required by School Board Policy 3320, Part VI, shall be filed at the office of the Director of Supply Management and Logistics, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351 (fax 754-321-0936). Fax filing will not be acceptable for the filing of bonds required by School Board Policy 3320, Part VI.

7.0 GENERAL CONDITIONS (Continued)

7.22 **POSTING OF RFP RECOMMENDATIONS/TABULATIONS:** RFP Recommendations/Tabulations will be posted in the Supply Management and Logistics Department and on www.demandstar.com on **April 12, 2010 at 3:00 p.m. ET** and will remain posted for 72 consecutive hours. Any change to the date and time established herein for posting of RFP Recommendations/Tabulations shall be posted in the Supply Management and Logistics Department and at www.demandstar.com (under the document section for this RFP). In the event the date and time of the posting of RFP Recommendations/Tabulations is changed, it is the responsibility of each Proposer to ascertain the revised date of the posting of RFP Recommendations/Tabulations. Any person desiring to protest the intended decision shall file a notice of protest, in writing, within 72 consecutive hours after the posting of the RFP tabulation and shall file a formal written protest within ten calendar days after the date the notice of protest was filed. Saturdays, Sundays, legal holidays and day during which the school district administration is closed shall be excluded in the computation of the 72 consecutive hours. If the tenth calendar day falls on a Saturday, Sunday, legal holiday or day during which the school district administration is closed, the formal written protest must be received on or before 5:00 p.m. of the next calendar day that is not a Saturday or Sunday, legal holiday or days during which the school district administration is closed. No submissions made after the Proposal opening amending or supplementing the Proposal shall be considered. Section 120.57(3)(b), Florida Statutes, as currently enacted or as amended from time to time, states that **"The formal written protest shall state with particularity the facts and law upon which the protest is based"**. Any person who files an action protesting an intended decision shall post with the School Board, **at the time of filing the formal written protest**, a bond, payable to The School Board of Broward County, Florida, in an amount equal to one percent (1%) of the Board's estimate of the total volume of the contract. The School Board shall provide the estimated contract amount to the vendor within 72 hours, excluding Saturdays, Sundays and other days during which the School Board administration is closed, of receipt of notice of intent to protest. The estimated contract amount shall be established on the award recommendation as the "contract award amount". The estimated contract amount is not subject to protest pursuant to Section 120.57(3), Florida Statutes. The bond shall be conditioned upon the payment of all costs which may be adjudged against the protestant in an Administrative Hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, the School Board may accept a cashier's check, official bank check or money order in the amount of the bond. If, after completion of the Administrative Hearing process and any appellate court proceedings, the School Board prevails, the School Board shall recover all costs and charges which shall be included in the Final Order or judgment, including charges made by the Division of Administrative Hearings, but excluding attorney's fees. Upon payment of such costs and charges by the protestant, the bond shall be returned. If the protestant prevails, then the protestant shall recover from the Board all costs and charges which shall be included in the Final Order or judgment, excluding attorney's fees.

Failure to file a notice of protest or to file a formal written protest within the time prescribed by Section 120.57(3), Florida Statutes, or a failure to post the bond or other security required by law within the time allowed for filing a bond, shall constitute a waiver of proceedings under School Board Policy 3320 and Chapter 120, Florida Statutes. The failure to post the bond required by School Board Policy 3320, Part VI, within the time prescribed by School Board Policy 3320, Part VI, as currently enacted or as amended from time to time, shall constitute a waiver of proceedings under School Board Policy 3320 and Chapter 120, Florida Statutes. Notices of protest, formal written protests, and the bonds required by School Board Policy 3320, Part VI, shall be filed at the office of the Director of Supply Management and Logistics, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351 (fax 754-321-0936). Fax filing will not be acceptable for the filing of bonds required by School Board Policy 3320, Part VI.

7.0 GENERAL CONDITIONS (Continued)

- 7.23 **ASSIGNMENT:** Neither any award of this RFP nor any interest in any award of this RFP may be assigned, transferred or encumbered by any party without the prior written consent of the Director, Supply Management and Logistics Department. There shall be no partial assignments of this RFP including, without limitation, the partial assignment of any right to receive payments from SBBC.
- 7.24 **USE OF OTHER CONTRACTS:** SBBC reserves the right to utilize any other SBBC contract, any State of Florida Contract, any contract awarded by any other city or county governmental agencies, other school board, other community college/state university system cooperative agreements, or to directly negotiate/purchase per School Board policy and/or State Board Rule 6A-1.012, as currently enacted or as amended from time to time, in lieu of any offer received or award made as a result of this RFP if it is in its best interest to do so.
- 7.25 **CANCELLATION:** In the event any of the provisions of this RFP are violated by the Awardee, the Superintendent shall give written notice to the Awardee stating the deficiencies and unless deficiencies are corrected within five days, recommendation will be made to SBBC for immediate cancellation. SBBC reserves the right to terminate any contract resulting from this RFP at any time and for no reason, upon giving 30 days prior written notice to the other party.
- 7.26 **SBBC PHOTO IDENTIFICATION BADGE: Background Screening:** Awardee agrees to comply with all the requirements of Sections 1012.32 and 1012.465, Florida Statutes, and that Awardee and all its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. **Personnel shall include employees, representatives, agents or sub-contractors performing duties under the contract to SBBC and who meet any or all of the three requirements identified above.** This background screening will be conducted by SBBC in advance of Awardee or its personnel providing any services. Awardee will bear the cost of acquiring the background screening required under Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to Awardee and its personnel. The Parties agree that the failure of Awardee to perform any of the duties described in this section shall constitute a material breach of this RFP/BID entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. Awardee agrees to indemnify and hold harmless SBBC, its officers and employees of any liability in the form of physical or mental injury, death or property damage resulting in Awardee's failure to comply with the requirements of this section or Sections 1012.32 and 1012.465, Florida Statutes.

SBBC issued identification badges must be worn at all times when on SBBC property and must be worn where they are visible and easily readable.

L-1 Enrollment Services has been contracted to provide all background and fingerprinting services. All questions pertaining to fingerprinting, photo identification and background check services must be directed to the EasyPath Project Coordinator at 754-321-1830 or easypathinfo@L1ID.com. **Each individual, for whom a SBBC photo identification badge is requested, must fill out the forms that are required, provide his/her driver's license and social security card, and must be fingerprinted.** A background check will be conducted for each badge applicant. SBBC reserves the right to require additional information, should it be necessary, and to deny the issuance of a badge to an applicant. Any applicant, that has been denied a badge, is prohibited from entering SBBC property as an employee, sub-contractor or agent of a contract Awardee. There will be two websites used for services: 1) <http://www.L1Enrollment.com> (used for scheduling and registering applicants) and 2) <http://sbbc-easypath.browardschools.com> (used for vendors to check the status of applicants and order replacement badges). The total fee for the SBBC photo identification badge, fingerprinting and a FBI background check can be found at the following website: www.L1Enrollment.com. Payment options can be made by electronic check (e-check), Visa,

7.0 GENERAL CONDITIONS (Continued)

MasterCard or use of an established escrow account code. These fees are non-refundable and are subject to change without notice. Badges are issued for a one-year period and must be renewed annually. The renewal date will be one year from date of issuance. Failure to renew the badge, at that time, will result in the vendor being required to re-apply and pay the going rate for the badge and fingerprinting.

Vendors shall return expired and/or terminated employee badges to the following location: The School Board of Broward County, Florida, Attn: L-1 Enrollment Services, 600 SE 3rd Avenue, Fort Lauderdale, Florida 33301.

- 7.27 **REASONABLE ACCOMMODATION:** Individuals with disabilities requesting accommodations under the Americans with Disabilities Act (ADA) may call the Department of Equal Educational Opportunities (EEO) at 754-321-2150 or Teletype Machine TTY 754-321-2158.
- 7.28 **LOBBYIST ACTIVITIES:** In accordance with School Board Policy 1100B, as currently enacted or as amended from time to time, persons acting as lobbyists must state, at the beginning of their presentation, letter, telephone call, e-mail or facsimile transmission to School Board Members, Superintendent or Members of Senior Management, the group, association, organization or business interest she/he is representing.
- 7.28.1 A lobbyist is defined as a person who for immediate or subsequent compensation, (e.g., monetary profit/personal gain) represents a public or private group, association, organization or business interest and engages in efforts to influence School Board Members on matters within their official jurisdiction.
- 7.28.2 A lobbyist is not considered to be a person representing school allied groups (e.g., PTA, DAC, Band Booster Associations, etc.) nor a public official acting in her/his official capacity.
- 7.28.3 Lobbyists shall annually (July 1) disclose in each instance and for each client prior to any lobbying activities, their identity and activities by completing the lobbyist statement form which can be obtained from official School Board Records, School Board Member's Offices or the Superintendent's Office and will be recorded on the School Board of Broward County's website, www.browardschools.com.
- 7.28.4 The lobbyist must disclose any direct business association with any current elected or appointed official or employee of SBBC or any immediate family member of such elected or appointed official or employee of SBBC.
- 7.28.5 Senior-level employees (Pay Grade 30 and above) and/or School Board members are prohibited from lobbying activities for one year after resignation or retirement or expiration of their term of office.
- 7.28.6 The Deputy to the Superintendent shall keep a current list of persons who have submitted the lobbyist statement form.
- 7.29 **CONE OF SILENCE:** Any Proposer or lobbyist for a Proposer is prohibited from having any communications concerning this solicitation for a competitive procurement with any School Board Member, the Superintendent of Schools, or any Evaluation Committee Member after the Supply Management and Logistics Department releases the solicitation to the general public. This "Cone of Silence" shall go into effect and shall remain in effect from the time of release of the solicitation until the contract is awarded by the School Board. All communications regarding this solicitation shall be directed to the designated Purchasing Agent unless so notified by the Supply Management and Logistics Department. **Any Proposer or lobbyist who violates this provision shall cause their Proposal to be considered non-responsive and therefore be ineligible for award.**

7.0 GENERAL CONDITIONS (Continued)

- 7.30 **GRATUITIES:** Proposers shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of SBBC; including any School Board Member, Superintendent of Schools and any Evaluation Committee Members, for the purpose of influencing consideration of this Proposal.
- 7.31 **PREPARATION COST OF PROPOSAL:** Proposer is solely responsible for any and all costs associated with responding to this RFP. SBBC will not reimburse any Proposer for any costs associated with the preparation and submittal of any Proposal, or for any travel and per diem costs that are incurred by any Proposer.
- 7.32 **ACCEPTANCE AND REJECTION OF PROPOSALS:**
- 7.32.1 **Acceptance:** All Proposals properly completed and submitted will be evaluated in accordance with Section 2.1 and Section 5.1. SBBC reserves the right to reject any or all Proposals that contain material deviations from the RFP or that fail to meet all mandatory requirements. SBBC may reject any or all Proposals when it serves the best interest of SBBC.
- 7.32.2 SBBC also reserves the right to waive irregularities or technicalities in any Proposal received if such action is in the best interest of SBBC. However, such a waiver shall in no way modify the RFP requirements or excuse the Proposer from full compliance with the RFP specifications and other contract requirements if the Proposer is awarded the contract.
- 7.32.3 **Rejection:** A Proposal may be rejected if it does not conform to the rules or the requirements contained in this RFP. Examples for rejection include, but are not limited to, the following:
- 7.32.3.1 The Proposal is time-stamped at the Supply Management and Logistics Department after the deadline specified in the RFP.
- 7.32.3.2 Failure to execute and return the enclosed original **REQUIRED RESPONSE FORM** as defined in Subsection 4.1.4 (see 1.0 Required Response Form).
- 7.32.3.3 Failure to respond to all subsections within the RFP.
- 7.32.3.4 Proof of collusion among Proposers, in which case all suspected Proposals involved in the alleged collusive action shall be rejected, and any participants to such collusion shall be barred from future procurement opportunities until reinstated.
- 7.32.3.5 The Proposal shows non-compliance with applicable laws or contains any unauthorized additions or deletions, is a conditional Proposal, is an incomplete Proposal, or contains irregularities of any kind which make the Proposal incomplete, indefinite, or ambiguous as to its meaning.
- 7.32.3.6 The Proposer adds provisions reserving the right to accept or reject an award or to enter into a contract pursuant to an award or adds provisions contrary to those in the RFP.
- 7.33 **WITHDRAWAL OF RFP:** In the best interest of SBBC, SBBC reserves the right to withdraw this RFP at any time prior to the time and date specified for the Proposal opening.
- 7.34 **SEVERABILITY:** In case of any one or more of the provisions contained in this RFP shall be for any reason be held to be invalid, illegal, unlawful, unenforceable or void in any respect, the invalidity, illegality, unenforceability or unlawful or void nature of that provision shall not nullify any other provision and this RFP shall be considered as if such invalid, unlawful, unenforceable or void provision had never been included herein.
- 7.35 It is the sole responsibility of the **Proposer** to assure it has received the entire Proposal and any and all Addendum.
- 7.36 It is the sole responsibility of the **Proposer** to assure that its Proposal is time stamped in the **SUPPLY MANAGEMENT AND LOGISTICS DEPARTMENT** on or before 2:00 p.m. ET on the date due.

7.0 GENERAL CONDITIONS (Continued)

- 7.37 No verbal or written information which is obtained other than by information in this document or by Addenda to this RFP shall be binding on SBBC.
- 7.38 No submissions made after the Proposal opening, amending or supplementing the Proposal shall be considered.
- 7.39 The Committee and/or SBBC reserves the right to waive irregularities or technicalities in Proposals received.
- 7.40 **ORIGINAL DOCUMENT FORMAT:** Only the terms and conditions of this solicitation as they were released by SBBC, or amended via Addendum, are valid. Any modification to any term or condition by a Proposer is not binding unless it is expressly agreed to in writing by SBBC.
- 7.41 **RE-RATING ENDORSEMENT:** Notwithstanding any provision in the Agreement between SBBC and Awardee(s) to the contrary:
- 7.41.1 Awardee(s) must provide SBBC valid written notice, stating the amount of change proposed, at least 180 calendar days prior to the effective date of the increase during the first year of the Agreement, and at least 270 calendar days prior to the effective date of the increase subsequent to the first year of the Agreement. Notice that a change in rates or consideration is proposed, without stating clearly the exact amount and the effect of the proposed change on the overall consideration of the Agreement shall not constitute a valid notice. A written notice of any change in rates or other change in consideration shall be delivered by certified mail to: Executive Director, Benefits & EEO Compliance, The School Board of Broward County, Florida, 7770 W. Oakland Park Blvd., 1st Floor, Sunrise, Florida 33351.
 - 7.41.2 Any increase of rates or other provisions shall be preceded by delivery to SBBC of notice of any increase in rates or other provisions. Any such increase in rates or other provisions shall be effective only on January 1st following the current plan or applicable rate period year.
 - 7.41.3 Notice by Awardee(s) of intent to effect any change in consideration shall thereby entitle the School Board to cancel the Agreement without penalty.
- 7.42 **TERMINATION:** This RFP may be canceled with or without cause by SBBC during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this RFP.
- 7.43 **PRICE REDUCTIONS:** If, from date of RFP opening, the Awardee either proposes the same products and/or services at a lower price than offered to SBBC or reduces the price of the proposed product or service, the lowest of these reduced prices will be extended to SBBC.
- 7.44 **DISTRIBUTION:** DemandStar by Onvia, www.demandstar.com, is the official method approved by the Supply Management and Logistics Department for the distribution of all competitive solicitations including ITBs and RFPs. It is the responsibility of all interested parties to assure they have received all necessary documents, including Addenda and have included all necessary information within their response. SBBC is not responsible for Proposer's failure to obtain complete bidding documents from DemandStar. SBBC reserves the right to reject any RFP as non-responsive for failure to include all necessary documents or required Addenda. For information regarding the above referenced solicitation, contact the designated purchasing agent as stated herein.
- 7.45 **PURCHASE BY OTHER PUBLIC AGENCIES:** With the consent and agreement of the Awardee(s), purchases may be made under this RFP by other agencies. Such purchases shall be governed by the same terms and conditions as stated herein.

7.0 GENERAL CONDITIONS (Continued)

- 7.46 **SBBC INFORMATION SECURITY GUIDELINES:** It is the responsibility of the vendor to read and adhere to the SBBC Information Security Guidelines when using any device connected to the SBBC's network. Following the conclusion of the contract term, all of SBBC's confidential information must be removed from vendor's equipment and all access privileges must be revoked. Final payment will be withheld until the vendor has confirmed, in writing, that all SBBC's confidential information has been purged from any and all electronic technology devices that were used during this contract and were connected to the SBBC's network.
- 7.47 **PERFORMANCE STANDARD:** These current standards and guarantees are contained in Attachment I and Attachment J. SBBC reserves the right to negotiate through the Committee, any and all performance standards and guarantees with the Awardee(s).

ATTACHMENT A

Questionnaires

A1 – Dental Questionnaire

A2 – Vision Questionnaire

Submit responses in Hard Copy and Electronic Version in a useable Microsoft Word format.

For your convenience, Attachment A is also available as a separate downloadable document in a useable Microsoft Word format.

ATTACHMENT A1

Dental Questionnaire

Submit responses in Hard Copy and Electronic Version in a useable Microsoft Word format.

For your convenience, Attachment A1 is also available as a separate downloadable document in a useable Microsoft Word format.

Dental Questionnaire

1. How long has your organization been providing dental insurance? Use the chart below:

| | |
|-------------------------------------------------|--|
| | |
| National | |
| Regional | |
| Broward, Miami-Dade, Palm Beach Counties | |

2. Provide the DMO and PPO/Indemnity enrollment data requested below for the organization submitting this proposal. Use chart below:

a) DMO Enrollment

| | 1/1/08 | 1/1/09 | 1/1/10 | 1/1/11 |
|-------------------------------|--------|--------|--------|--------|
| National DMO Enrollment | | | | |
| Florida DMO Enrollment | | | | |
| South Florida DMO Enrollment | | | | |
| Broward County DMO Enrollment | | | | |
| Total DMO Enrollment | | | | |

b) PPO/Indemnity Enrollment

| | 1/1/08 | 1/1/09 | 1/1/10 | 1/1/11 |
|-----------------------------------------|--------|--------|--------|--------|
| National PPO/Indemnity Enrollment | | | | |
| Florida PPO/Indemnity Enrollment | | | | |
| South Florida PPO/Indemnity Enrollment | | | | |
| Broward County PPO/Indemnity Enrollment | | | | |
| Total PPO/Indemnity Enrollment | | | | |

Dental Questionnaire

3. Provide references for your three (3) largest dental clients, by enrollment, for South Florida (Broward, Miami-Dade, and Palm Beach Counties) using the following format:

| Employer Name | Total Number of Employees in South Florida | Number of Employees Enrolled in Your DMO plan and Number of Employees Enrolled in Your PPO/Indemnity Plan | Date Services Commenced | Contact Person | Address | Phone Number |
|---------------|--------------------------------------------|-----------------------------------------------------------------------------------------------------------|-------------------------|----------------|---------|--------------|
| | | | | | | |
| | | | | | | |
| | | | | | | |

4. Provide information for your three (3) largest dental clients in South Florida (Broward, Miami-Dade and Palm Beach Counties) who have terminated your plan(s) during the past 24 months using the following format:

| Employer Name | Total Number of Employees in South Florida | Date Services Terminated | Reason for Termination | Contact Person | Address | Phone Number |
|---------------|--------------------------------------------|--------------------------|------------------------|----------------|---------|--------------|
| | | | | | | |
| | | | | | | |
| | | | | | | |

5. Is your organization currently in compliance with Florida Department of Insurance Statutes and requirements?
Yes ___ No ___ If no, describe why not.
6. Provide the location of the office that will manage the SBBC account and provide the names of the individuals who will be responsible for all aspects of SBBC account service.
7. Provide a hard copy of your most up-to-date provider directory for Broward, Miami-Dade and Palm Beach Counties. Also provide this information on a diskette.
8. Complete the following exhibit for Broward, Miami-Dade, and Palm Beach counties.

DMO

| County | Total Number of Dentists | Total Number of Specialists | Percentage of Dentists accepting new patients | Percentage of Specialty Dentists accepting new patients |
|------------|--------------------------|-----------------------------|-----------------------------------------------|---------------------------------------------------------|
| Broward | | | | |
| Miami-Dade | | | | |
| Palm Beach | | | | |

DMO

| County | Number of General Dentists | Number of Endodontists | Number of Periodontists | Number of Orthodontists | Number of Pedodontists |
|------------|----------------------------|------------------------|-------------------------|-------------------------|------------------------|
| Broward | | | | | |
| Miami-Dade | | | | | |
| Palm Beach | | | | | |

Dental Questionnaire

PPO/Indemnity

| County | Total Number of Dentists | Total Number of Specialists | Percentage of Dentists accepting new patients | Percentage of Specialty Dentists accepting new patients |
|------------|--------------------------|-----------------------------|-----------------------------------------------|---------------------------------------------------------|
| Broward | | | | |
| Miami-Dade | | | | |
| Palm Beach | | | | |

PPO/Indemnity

| County | Number of General Dentists | Number of Endodontists | Number of Periodontists | Number of Orthodontists | Number of Pedodontists |
|------------|----------------------------|------------------------|-------------------------|-------------------------|------------------------|
| Broward | | | | | |
| Miami-Dade | | | | | |
| Palm Beach | | | | | |

9. Provide the turnover information for your network dentists as outlined below:

DMO

a) Broward County

| | 2008 | 2009 | 2010 |
|------------------------------------------------------------------------|------|------|------|
| Total Number of General Dentists | | | |
| Total Number of Terminated General Dentists on a Voluntary basis | | | |
| Total Number of Terminated General Dentists on an Involuntary basis | | | |
| Total Number of Specialist Dentists | | | |
| Total Number of Terminated Specialist Dentists on a Voluntary basis | | | |
| Total Number of Terminated Specialist Dentists on an Involuntary basis | | | |

DMO

b) Miami-Dade County

| | 2008 | 2009 | 2010 |
|------------------------------------------------------------------------|------|------|------|
| Total Number of General Dentist | | | |
| Total Number of Terminated General Dentists on a Voluntary basis | | | |
| Total Number of Terminated General Dentists on an Involuntary basis | | | |
| Total Number of Specialist Dentists | | | |
| Total Number of Terminated Specialist Dentists on a Voluntary basis | | | |
| Total Number of Terminated Specialist Dentists on an Involuntary basis | | | |

Dental Questionnaire

DMO

c) Palm Beach County

| | 2008 | 2009 | 2010 |
|------------------------------------------------------------------------|------|------|------|
| Total Number of General Dentist | | | |
| Total Number of Terminated General Dentists on a Voluntary basis | | | |
| Total Number of Terminated General Dentists on an Involuntary basis | | | |
| Total Number of Specialist Dentists | | | |
| Total Number of Terminated Specialist Dentists on a Voluntary basis | | | |
| Total Number of Terminated Specialist Dentists on an Involuntary basis | | | |

PPO/Indemnity

a) Broward County

| | 2008 | 2009 | 2010 |
|-----------------------------------------------------------------------|------|------|------|
| Total Number of General Dentist | | | |
| Total Number of Terminated General Dentists on a Voluntary basis | | | |
| Total Number of Terminated General Dentists on an Involuntary basis | | | |
| Total Number of Specialty Dentists | | | |
| Total Number of Terminated Specialty Dentists on a Voluntary basis | | | |
| Total Number of Terminated Specialty Dentists on an Involuntary basis | | | |

PPO/Indemnity

b) Miami-Dade County

| | 2008 | 2009 | 2010 |
|-----------------------------------------------------------------------|------|------|------|
| Total Number of General Dentist | | | |
| Total Number of Terminated General Dentists on a Voluntary basis | | | |
| Total Number of Terminated General Dentists on an Involuntary basis | | | |
| Total Number of Specialty Dentists | | | |
| Total Number of Terminated Specialty Dentists on a Voluntary basis | | | |
| Total Number of Terminated Specialty Dentists on an Involuntary basis | | | |

Dental Questionnaire

PPO/Indemnity

c) Palm Beach County

| | 2008 | 2009 | 2010 |
|-----------------------------------------------------------------------|------|------|------|
| Total Number of General Dentist | | | |
| Total Number of Terminated General Dentists on a Voluntary basis | | | |
| Total Number of Terminated General Dentists on an Involuntary basis | | | |
| Total Number of Specialty Dentists | | | |
| Total Number of Terminated Specialty Dentists on a Voluntary basis | | | |
| Total Number of Terminated Specialty Dentists on an Involuntary basis | | | |

10. Complete the following GeoAccess summary for SBBC employees. The description of the census file layout is included in Attachment D. Your study should include a summary report for each of the items listed below. Each summary should indicate the total number and percentage of employees with access by zip code and by county. Include GeoAccess Reports.

- Number and percentage of employees with two General Dentists within 5 miles and 10 miles of the employee's zip code.
- Number and percentage of employees with two Specialists within 5 miles and 10 miles of the employee's zip code.

DMO

| County | Number of Eligible Employees | General Dentists - % EEs w/ 2 General Dentists within 5 miles | General Dentists - % EEs w/ 2 General Dentists within 10 miles | Specialists - % EEs w/ 2 Specialists within 5 miles | Specialists - % EEs w/ 2 Specialists within 10 miles |
|------------|------------------------------|---------------------------------------------------------------------|----------------------------------------------------------------------|-----------------------------------------------------------|------------------------------------------------------------|
| Broward | | | | | |
| Miami-Dade | | | | | |
| Palm Beach | | | | | |

PPO/Indemnity

| County | Number of Eligible Employees | General Dentists - % EEs w/ 2 General Dentists within 5 miles | General Dentists - % EEs w/ 2 General Dentists within 10 miles | Specialists - % EEs w/ 2 Specialists within 5 miles | Specialists - % EEs w/ 2 Specialists within 10 miles |
|------------|------------------------------|---------------------------------------------------------------------|----------------------------------------------------------------------|-----------------------------------------------------------|------------------------------------------------------------|
| Broward | | | | | |
| Miami-Dade | | | | | |
| Palm Beach | | | | | |

11. Have you changed the size or structure of your network for Broward, Miami-Dade or Palm Beach Counties during the past twelve months? Yes ____ No ____ If yes, describe such changes.

Dental Questionnaire

12. Complete the following table for Broward, Miami-Dade, and Palm Beach Counties. Ratio is described as the number of providers per 1,000 of enrolled members. Use your current provider panel break down by DMO and PPO/Indemnity.

DMO Current Provider Panel only:

| Provider Type | Ratio (providers per 1,000 members) | | |
|------------------|-------------------------------------|-------------------|-------------------|
| | Broward County | Miami-Dade County | Palm Beach County |
| General Dentists | | | |
| Endodontists | | | |
| Periodontists | | | |
| Orthodontists | | | |
| Pedodontists | | | |
| Maxillofacial | | | |
| Surgeons | | | |

PPO/Indemnity Current Provider Panel only:

| Provider Type | Ratio (providers per 1,000 members) | | |
|------------------|-------------------------------------|-------------------|-------------------|
| | Broward County | Miami-Dade County | Palm Beach County |
| General Dentists | | | |
| Endodontists | | | |
| Periodontists | | | |
| Orthodontists | | | |
| Pedodontists | | | |
| Maxillofacial | | | |
| Surgeons | | | |

13. List your top ten dentists/dental group providers (by number of encounters) in Broward County only. Indicate the current contract status and the contract's expiration date.

| | Dentists/ Dental Group | Contract Status | Contract Expiration Date | Provider Type (DMO, PPO, Both) |
|----|---------------------------|-----------------|-----------------------------|-----------------------------------|
| 1 | | | | |
| 2 | | | | |
| 3 | | | | |
| 4 | | | | |
| 5 | | | | |
| 6 | | | | |
| 7 | | | | |
| 8 | | | | |
| 9 | | | | |
| 10 | | | | |

14. Detail any mergers/acquisitions involving your organization which have occurred in the last 12-month period, and any which are planned for the next 12 to 24 months.

Dental Questionnaire

15. Can each family member select his/her own Dentist when using the DMO? Yes ___ No ___ Are members required to select a dentist when in the PPO/Indemnity Plan? Yes ___ No ___
16. How frequently may members be permitted to change their dental selection?
17. Under what circumstances do members have direct access to specialists without a referral?
18. Describe, in detail, your out-of-area coverage for traveling members, residing outside established service areas and emergency care after normal working hours both within and outside the U.S. Describe your capabilities for negotiating fees with out-of-area providers.
19. Describe, in detail, your out-of-area coverage for dependent students attending school out-of-area. Include your procedures for emergency care, as well as follow-up visits. Do you have a network in the following areas where SBBC has a high concentration of college dependents?

| | | |
|------------------------|---------------------------|--------------------------|
| Daytona Beach, Florida | <input type="radio"/> Yes | <input type="radio"/> No |
| Gainesville, Florida | <input type="radio"/> Yes | <input type="radio"/> No |
| Tallahassee, Florida | <input type="radio"/> Yes | <input type="radio"/> No |
| Orlando, Florida | <input type="radio"/> Yes | <input type="radio"/> No |
| Tampa, Florida | <input type="radio"/> Yes | <input type="radio"/> No |

20. Provide your current Utilization Management Process, accompanied by sample Utilization Management Reports that are regularly reviewed in this process.
21. Explain your credentialing process for participating dentists? Do you require periodic recredentialing of your participating dentists? Yes ___ No ___ If yes, how often are provider's recredentialed?
22. Do you conduct on-site audits of providers in your network? Yes ___ No ___ If yes, describe and indicate the frequency?
23. Provide your current Quality Assurance Plan.
24. Provide a copy of your most recent member satisfaction survey results and indicate the following:
- what percentage of survey participants were very satisfied or extremely satisfied with your plan?
 - which aspect of your plan's performance received the lowest average satisfaction score?
25. Is member satisfaction information linked to provider compensation? Yes ___ No ___ If yes, how?
26. What is your average wait time to speak with a live customer service representative? Use chart below:

| | 2008 | 2009 | 2010 |
|------------------------|------|------|------|
| Average Time to Answer | | | |
| Call Abandonment Rate | | | |

Dental Questionnaire

27. Indicate how you track verbal and written complaints received by your organization. Are you able to report the number and types of complaints (both written and telephonic) received in a calendar year for all plan members (total population) and SBBC members specifically? Yes ___ No ___
28. How many verbal and written complaints were received per 1,000 members during 2009 and 2010?
29. Report the schedule/time frame for ID card distribution. Include an explanation of how providers are instructed to handle members who have not yet been issued member ID cards.
30. Will you mail to each member a copy of the benefit plan description detailing the terms and conditions of receiving benefits and documentation of the complaint and appeals process? Yes ___ No ___
31. What information is available via voice response unit (IVR)? Website?
32. Indicate if you use specific centers (owned and/or contracted) for procedures in treatment of certain diagnoses. Yes ___ No ___ If yes, list the procedures or diagnoses that are covered.

| Type of Procedure Covered | List of Centers |
|---------------------------|-----------------|
| | |
| | |
| | |

33. Provide the grievance/appeals procedures for members. Outline the steps and timeframes of the process from initiation to final resolution.
34. Are the member grievances/appeals tracked and reported? Yes ___ No ___ If yes, are you able to provide SBBC with a report capturing the number and types of grievances/appeals, which are received from SBBC members?
35. Can your plan track and report member enrollment information? Yes ___ No ___ Can your plan track and report on customer service activity? Yes ___ No ___
36. Are claims forms ever required of patients? Yes ___ No ___ If yes, in what instances?
37. Describe the specific measures used by your organization to monitor provider access. Provide the most recent corresponding statistics available. (Examples: provider to member ratios, average wait time required for an appointment, etc.).

DMO

| Average Appointment Wait Times | |
|--------------------------------|-------|
| Type | Weeks |
| Initial | |
| Hygiene | |
| Routine | |

Dental Questionnaire

PPO/Indemnity

| Average Appointment Wait Times | |
|--------------------------------|-------|
| Type | Weeks |
| Initial | |
| Hygiene | |
| Routine | |

38. How quickly are members informed when their provider leaves the network?

DMO

- _____ Before the provider leaves the network
 _____ Within two weeks after leaving the network
 _____ More than two weeks after leaving the network

PPO/Indemnity

- _____ Before the provider leaves the network
 _____ Within two weeks after leaving the network
 _____ More than two weeks after leaving the network

39. Provide a complete list of any time frame limitations applicable to procedures. The list must include, but is not limited to:

DMO

| Procedures | Time Frame |
|----------------------------------------------|------------|
| Cleaning and Scaling (Prophylaxis) | |
| Fluoride Treatments | |
| Space Maintainers | |
| Routine Examinations | |
| Full Mouth X-Rays | |
| Bitewing X-Rays | |
| Replacement of Existing Appliances | |
| Repair of Existing Dentures | |
| Relining or Rebasing of Existing Dentures | |
| Replacement of Crowns and Gold Fillings | |
| Replacement of Missing and Un-replaced Teeth | |
| Orthodontics | |
| Other(s) | |

Dental Questionnaire

PPO/Indemnity

| Procedures | Time Frame |
|----------------------------------------------|------------|
| Cleaning and Scaling (Prophylaxis) | |
| Fluoride Treatments | |
| Space Maintainers | |
| Routine Examinations | |
| Full Mouth X-Rays | |
| Bitewing X-Rays | |
| Replacement of Existing Appliances | |
| Repair of Existing Dentures | |
| Relining or Rebasing of Existing Dentures | |
| Replacement of Crowns and Gold Fillings | |
| Replacement of Missing and Un-replaced Teeth | |
| Orthodontics | |
| Other(s) | |

40. What controls are in place to prevent unnecessary referrals?
41. Provide a detailed description of the general reimbursement scheme with dental providers (Capitation; Discounted Fee-for-Service; Withhold Arrangements, etc.) broken down by DMO providers and PPO/Indemnity providers.
42. Describe your reimbursement / payment methods for the following types of services:

DMO

| Service | Capitation | Discounted Charges | Full Charges | Other |
|----------------------------------------------------------------------------------------------------------------------------|------------|--------------------|--------------|-------|
| Restorative | | | | |
| Endodontics | | | | |
| Preventive | | | | |
| Periodontics | | | | |
| Prosthodontics – Removable | | | | |
| Prosthodontics – Fixed | | | | |
| Extractions | | | | |
| Oral Surgery | | | | |
| General Services (office visits after scheduled hours, drug injection, emergency and routine prescriptions, TMJ appliance) | | | | |

Dental Questionnaire

PPO/Indemnity

| Service | Capitation | Discounted Charges | Full Charges | Other |
|----------------------------------------------------------------------------------------------------------------------------|------------|--------------------|--------------|-------|
| Restorative | | | | |
| Endodontics | | | | |
| Preventive | | | | |
| Periodontics | | | | |
| Prosthodontics – Removable | | | | |
| Prosthodontics – Fixed | | | | |
| Extractions | | | | |
| Oral Surgery | | | | |
| General Services (office visits after scheduled hours, drug injection, emergency and routine prescriptions, TMJ appliance) | | | | |

43. If you capitate, describe how the individual provider is paid for services.
44. What percentage of your primary care providers are capitated? Specialty provider?
45. Do you require professional liability insurance? If yes, what are the per occurrence limits?
46. List the specific functions of the member services department (for example, assists members in choosing provider, answers members' questions about claims, receives and responds to members' complaints about providers, etc.).
47. What percentage of your member services representatives are bilingual? List the language capabilities available other than English.
48. What percentages of your dental care professionals are bilingual? List the language capabilities available other than English.
49. What percentages of Orthodontists, Maxillofacial Surgeons, Endodontists, and Periodontists have certification in their specialty from an accredited program?
50. Does your organization carry insolvency insurance? Yes ___ No ___
51. How are treatments (especially orthodontia) initiated prior to January 1, 2012 continued under the network?
52. Regarding R&C:
- What database do you use for R&C profiles? How often is it updated?
 - What percentile is typically used for dental? What are the options?
 - Can your system allow certain tolerance ranges to be applied to R&C limits? Describe.
53. Are you willing to aggressively contract with dentists currently used by SBBC employees, both during implementation and on an ongoing basis? Yes ___ No ___

Dental Questionnaire

54. Can you accept electronic enrollments? Yes ___ No ___ Paper enrollments? Yes ___ No ___
55. Do you have a website that provides provider information and directory information? Yes ___ No ___ If yes, describe your website capabilities and your website address.
56. Does your company have the ability to offer any of the following benefits. If yes, complete the below table for each benefit, the benefit coverage and if there would be any cost impact to the proposed rates.

| Type of Benefit | Description of Coverage | Rate Impact and Cost |
|----------------------------------------------|-------------------------|----------------------|
| Implants | | |
| Wavier of Diagnostic and Preventive | | |
| Treatment Cost Calculator | | |
| Benefit Carryover from unused annual maximum | | |
| Lifetime Deductible Maximum | | |
| Teeth Whitening | | |
| Periodontal Testing | | |
| Types of Braces (such as Invisalign) | | |
| Other | | |

Dental Questionnaire

57. In the chart below, provide information regarding contracted rates and employee cost sharing for SBBC. (Assuming zip code 330 and 333)

| ADA Code | Description | PPO Allowable | | DMO Employee Copay |
|----------|-----------------------------------------------------|---------------|--|--------------------|
| | Periodic Oral Evaluation | | | |
| | Radiographs – 2 films | | | |
| | Radiographs – 4 films | | | |
| | Adult Prophylaxis | | | |
| | Child Prophylaxis | | | |
| | Amalgam – 1 Surface | | | |
| | Amalgam – 2 Surface | | | |
| | Amalgam – 3 Surface | | | |
| | Composite Resin | | | |
| | Porcelain with Gold Crown | | | |
| | Porcelain with Non-precious Metal Crown | | | |
| | Porcelain with Semiprecious Metal Crown | | | |
| | Crown Gold Full Case | | | |
| | 3 Root Canal Therapy | | | |
| | Osseous Surgery per Quadrant | | | |
| | Periodontal Scaling | | | |
| | Fixed Bridge/Porcelain Gold Crown | | | |
| | Fixed Bridge/Porcelain Semiprecious Crown | | | |
| | Extraction, Complete Bony Impaction | | | |
| | Orthodontic: Global Rate for Normal Adolescent Case | | | |

58. What standard reports are available?
59. Are there additional costs associated with any of these reports? Yes ___ No ___ If yes, what is the cost?
60. How frequently are these reports available? ___ Monthly, ___ Quarterly, ___ Semi-Annually, ___ Annually. Provide a sample of these reports

ATTACHMENT A2

Vision Questionnaire

Submit responses in Hard Copy and Electronic Version in a useable Microsoft Word format.

For your convenience, Attachment A2 is also available as a separate downloadable document in a useable Microsoft Word format.

Vision Questionnaire

1. How long has your organization been providing vision care services? Use the chart below:

| | |
|-------------------------------------------------|--|
| | |
| National | |
| Regional | |
| Broward, Miami-Dade, Palm Beach Counties | |

2. How many lives do you currently cover? How many employers? Use the chart below:

| | Number of Employees | Number of Employers |
|-------------------------------------------------|----------------------------|----------------------------|
| National | | |
| State of Florida | | |
| Broward, Miami-Dade, Palm Beach Counties | | |

3. Does proposal match the current benefits without modification? Yes ____ No ____ If yes, provide all deviations in Attachment C2.
4. Provide the name, address and telephone number of the office that will service to SBBC. Also provide the name the person who will have overall responsibility for this account.
5. Describe the enrollment assistance that you will provide to SBBC during Open Enrollment. Include samples of materials that would be included in the enrollment package.
6. How are updated provider directories made available to participants? Describe alternative means for plan members to obtain information on network provider (i.e., the Internet, an automated voice response system, etc).
7. Are patients subject to any ordering limitations (frequency or selection of eye wear)? Yes ____ No ____ If yes, provide limitations in Attachment C2.
8. Can a member receive an exam from one provider and materials (frames, lens or contacts) from another provider? Yes ____ No ____
9. How would you plan handle a situation where a patient orders additional materials or services that are not covered?
10. Indicate how glasses and contact lenses may be obtained; ____ in office, ____ by phone, ____ or by mail.
11. What is the turnaround time (number of days) after an order for glasses and contact lenses has been ordered?
12. Do you have a centralized distribution facility? Yes ____ No ____ If yes, where is the facility located?
13. If the vision care provider has a facility located in their office, can they fill the prescription for the glasses / contact lenses? Yes ____ No ____
14. At what frequency, and under what conditions, can an employee change providers?

Vision Questionnaire

15. What is the current number of participating providers? Indicate by Optometrist, Ophthalmologist, and Dispensing Facility in Broward, Miami/Dade, and Palm Beach County. Use the chart below.

| County | Number of Locations | Percent Of Independent Providers | Percent of Chain Providers | Number of Optometrists | Number of Ophthalmologists | Number of Opticians | Number of Dispensing Facilities |
|------------|---------------------|----------------------------------|----------------------------|------------------------|----------------------------|---------------------|---------------------------------|
| Broward | | | | | | | |
| Miami-Dade | | | | | | | |
| Palm Beach | | | | | | | |

16. Provide a breakdown of number of providers by independent practitioners and/or chain stores in Broward, Miami-Dade, and Palm Beach Counties. Use the chart below.

| County | Number of Independent Providers | Number of Chain Stores |
|------------|---------------------------------|------------------------|
| Broward | | |
| Miami-Dade | | |
| Palm Beach | | |

17. What percentage of your participating Ophthalmologists are Board-certified or Board-eligible?
18. Describe how you would handle a situation where a provider refuses to give agreed upon discounts to the member.
19. Describe your customer satisfaction guarantee (i.e., materials, warrantee programs, etc.).
20. Provide references for your three (3) largest clients, by enrollment, for South Florida (Broward, Miami-Dade, and Palm Beach Counties) using the following format:

| Employer Name | Number of Employees | Date Services Commenced | Contact Person | Address | Phone Number |
|---------------|---------------------|-------------------------|----------------|---------|--------------|
| 1. | | | | | |
| 2. | | | | | |
| 3. | | | | | |

21. Provide references for your three (3) largest clients. largest clients, by enrollment, for South Florida (Broward, Miami-Dade, and Palm Beach Counties) using the following format:

Vision Questionnaire

| Employer Name | Number of Employees | Date Services Terminated | Reason for Termination | Contact Person | Address | Phone Number |
|---------------|---------------------|--------------------------|------------------------|----------------|---------|--------------|
| 1. | | | | | | |
| 2. | | | | | | |
| 3. | | | | | | |

22. Describe the components of a regular eye examination and a comprehensive eye examination by your network providers. Is there a cost difference in the exam? Yes ___ No ___
Does this exam vary for eyeglasses users versus contact lens users? Yes ___ No ___ If yes, explain the difference.
23. If you offer a materials mail order program, what is your performance standard for turnaround time? What is your average turnaround time? Do you offer overnight delivery service? Yes ___ No ___ If yes, at what additional cost?
24. Describe how an employee accesses care from initial contact with your plan to making an appointment with a provider.
25. Describe any benefit pre-certification or vouchers that members would be required to obtain before benefits are provided.
26. Provide a current 2011 directory of your network providers, by location, including address and zip code, for the entire state of Florida.
27. Complete the following GeoAccess summary for SBBC employees. The description of the census file layout is included in Attachment D. Your study should include a summary report for each of the items listed below. Each summary should indicate the total number and percentage of employees with access by zip code and by county. Please include GeoAccess Reports.
- Number and percentage of employees with two Optometrists within 10 miles of the employees zip code.
 - Number and percentage of employees with two Ophthalmologists within 10 miles of the employees zip code.
 - Number and percentage of employees with two dispensing facilities / opticians within 10 miles of the employees zip code.

| County | Number of Eligible Employees | % of Employees with 2 Optometrists within 10 miles | % of Employees with 2 Ophthalmologists within 10 miles | % of Employees with 2 Facilities/Opticians within 10 miles |
|------------|------------------------------|----------------------------------------------------|--------------------------------------------------------|------------------------------------------------------------|
| Broward | | | | |
| Miami-Dade | | | | |
| Palm Beach | | | | |

28. Describe how providers are added to your network along with any ongoing requirements.
29. Describe your methods for determining the need for additional providers.

Vision Questionnaire

30. Describe how providers are compensated and describe the terms of compensation.
31. Describe your internal audit procedures to safeguard fraud or billing irregularities.
32. What standard reports are available? Are there additional costs associated with any of these reports?
Yes ___ No ___ How frequently are these reports available? ___ daily, ___ weekly, ___ monthly,
___ semi-annually, ___ annually.
33. Can you accept eligibility information electronically and/or magnetic tape?
34. Describe, in detail, the claim processing and payment systems that your company will use for the vision plan.
35. List the functions your claim system automatically performs.
36. Identify the office from which the account will be handled for claim processing and payment.
37. What are your claim processing standards for turnaround time, procedural accuracy and financial accuracy?
What are your actual results for 2009 and 2010?
38. Describe the structure and staffing of your customer service office, including the number of customer services representatives and educational background/training.
39. What information is available to employees via a voice response unit?
40. Are you willing to add providers specifically requested by SBBC? Yes ___ No ___
41. How do you measure and monitor member / patient satisfaction? What were the results of your latest survey?
42. What would you anticipate your role and SBBC's role being in the implementation process?
43. What is the background, training, education and experience of the account executive and service representative assigned to SBBC? Please provide brief resumes for these individuals.
44. What other customers do the account executive and service representative assigned to SBBC serve?
45. What is your average wait time to speak with a live customer service representative?

| | 2009 | 2010 | 2011(YTD) |
|------------------------|------|------|-----------|
| Average Time to Answer | | | |
| Call Abandonment Rate | | | |

46. Can you provide an improved LASIK benefit? Yes ___ No ___ If yes, describe the benefits in detail.
47. Can you provide true copays for all levels of service? Yes ___ No ___
48. If true copays are not provided, how are potential additional costs communicated to the employees?

Vision Questionnaire

49. How are employees protected against overcharges by providers?
50. How are costs established for frames and lenses?
51. Complete the following table outlining your wholesale pricing and member copays for the following items and include types of lenses in each level.

| Options Price List | | | |
|-------------------------------------|-----------------|--------------|--------------|
| Lenses | Wholesale Price | Retail Price | Member Copay |
| Level One Progressive | | | |
| Level Two Progressive | | | |
| Level Three Progressive | | | |
| Level Four Progressive | | | |
| Transitions / Sunsensor / Colomatic | | | |
| Anti-Reflection Standard | | | |
| Anti-Reflection Premium | | | |
| Standard Scratch | | | |
| Scratch Premium | | | |
| Ultra Violet Coating | | | |
| Hi-Index Lens Styles | | | |
| Non-Aspheric Design | | | |
| Hi-Index Lens Styles | | | |
| Hi-Index 1.53-1.59 | | | |
| Hi-Index 1.60-1.66 | | | |
| Trivex / Trilogy | | | |
| Aspheric Design | | | |
| Regular Plastic | | | |
| Polycarbonate | | | |
| Mid-Index Plastic | | | |
| Hi-Index 1.60-1.66 | | | |
| Hi-Index 1.67 | | | |
| Polarized Styles | | | |
| Polaroid Plastic | | | |
| Polaroid Hi-Index | | | |
| Polaroid Polycarbonate | | | |

ATTACHMENT B

Financial Response Forms

B1 - Dental Financial Response Forms

B2 - Vision Financial Response Forms

Submit responses in Hard Copy and Electronic Version in a useable Microsoft Word format.

For your convenience, Attachment B is also available as a separate downloadable document in a useable Microsoft Word format.

ATTACHMENT B1

Financial Response Forms

B1 - Dental Financial Response Forms

Submit responses in Hard Copy and Electronic Version in a useable Microsoft Word format.

For your convenience, Attachment B1 is also available as a separate downloadable document in a useable Microsoft Word format.

Dental Financial Response Forms

Basic Prepaid Product

Monthly Premium Rates – Basic Prepaid Product

Indicate below the proposed total monthly premium for providing the Basic Prepaid product:

Matched Benefits

| Basic DMO Plan | Sole Carrier Rate Guarantee | | | Dual Carrier Rate Guarantee | | |
|------------------------|-----------------------------|------|------|-----------------------------|------|------|
| | 2012 | 2013 | 2014 | 2012 | 2013 | 2014 |
| Employee Only | | | | | | |
| Employee + 1 | | | | | | |
| Employee + Two or More | | | | | | |
| Dual Spouse | | | | | | |

Alternative Benefits – The Proposer may provide one alternative plan design. The Committee may choose not to evaluate/consider the alternative plan design. If the Proposer submits more than one additional plan, only the first plan contained in sequential order will be considered.

| Basic DMO Plan | Sole Carrier Rate Guarantee | | | Dual Carrier Rate Guarantee | | |
|------------------------|-----------------------------|------|------|-----------------------------|------|------|
| | 2012 | 2013 | 2014 | 2012 | 2013 | 2014 |
| Employee Only | | | | | | |
| Employee + 1 | | | | | | |
| Employee + Two or More | | | | | | |
| Dual Spouse | | | | | | |

- 1) Are the above rates guaranteed for 36 months? Yes ____ No ____
- 2) If rates are not guaranteed for 36 months, what time-frame are the proposed rates guaranteed for?
- 3) Is your company willing to provide rate caps/guarantees for additional years? Yes ____ No ____ If yes, what are the guarantees/caps?
- 4) List and describe all assumptions and/or qualifications including commission break down used in developing your proposed premiums including your retention.
- 5) Is there a difference in the stated premium rates for sole carrier versus dual carrier? Yes ____ No ____ If yes, provide both sole carrier and dual carrier rates in the above tables.
- 6) Identify any cost impacts for the following benefits:

| Type of Benefit | Description of Coverage | Rate Impact and Cost |
|----------------------------------------------|-------------------------|----------------------|
| Implants | | |
| Wavier of Diagnostic and Preventive | | |
| Treatment Cost Calculator | | |
| Benefit Carryover from unused annual maximum | | |
| Lifetime Deductible Maximum | | |
| Teeth Whitening | | |
| Periodontal Testing | | |
| Types of Braces (such as Invisalign) | | |
| Other | | |

Dental Financial Response Forms

Enhanced Prepaid Product

Monthly Premium Rates – Enhanced Prepaid Product

Indicate below the proposed total monthly premium for providing the Enhanced Prepaid product:

Matched Benefits

| Enhanced DMO Plan | Sole Carrier Rate Guarantee | | | Dual Carrier Rate Guarantee | | |
|------------------------|-----------------------------|------|------|-----------------------------|------|------|
| | 2012 | 2013 | 2014 | 2012 | 2013 | 2014 |
| Employee Only | | | | | | |
| Employee + 1 | | | | | | |
| Employee + Two or More | | | | | | |
| Dual Spouse | | | | | | |

Alternative Benefits – The Proposer may provide one alternative plan design. The Committee may choose not to evaluate/consider the alternative plan design. If the Proposer submits more than one additional plan, only the first plan contained in sequential order will be considered.

| Enhanced DMO Plan | Sole Carrier Rate Guarantee | | | Dual Carrier Rate Guarantee | | |
|------------------------|-----------------------------|------|------|-----------------------------|------|------|
| | 2012 | 2013 | 2014 | 2012 | 2013 | 2014 |
| Employee Only | | | | | | |
| Employee + 1 | | | | | | |
| Employee + Two or More | | | | | | |
| Dual Spouse | | | | | | |

- 1) Are the above rates guaranteed for 36 months? Yes ____ No ____
- 2) If rates are not guaranteed for 36 months, what time-frame are the proposed rates guaranteed for?
- 3) Is your company willing to provide rate caps/guarantees for additional years? Yes ____ No ____ If yes, what are the guarantees/caps?
- 4) List and describe all assumptions and/or qualifications including commission break down used in developing your proposed premiums including your retention.
- 5) Is there a difference in the stated premium rates for sole carrier versus dual carrier? Yes ____ No ____ If yes, provide both sole carrier and dual carrier rates in the above tables.
- 6) Identify any cost impacts for the following benefits:

| Type of Benefit | Description of Coverage | Rate Impact and Cost |
|----------------------------------------------|-------------------------|----------------------|
| Implants | | |
| Wavier of Diagnostic and Preventive | | |
| Treatment Cost Calculator | | |
| Benefit Carryover from unused annual maximum | | |
| Lifetime Deductible Maximum | | |
| Teeth Whitening | | |
| Periodontal Testing | | |
| Types of Braces (such as Invisalign) | | |
| Other | | |

Dental Financial Response Forms

Basic PPO / Indemnity Product

Monthly Premium Rates – PPO/Indemnity Prepaid Product

Indicate below the proposed total monthly premium for providing the PPO/Indemnity Prepaid product:

Matched Benefits

| | Sole Carrier Rate Guarantee | | | Dual Carrier Rate Guarantee | | |
|----------------------------|-----------------------------|------|------|-----------------------------|------|------|
| Basic PPO / Indemnity Plan | 2012 | 2013 | 2014 | 2012 | 2013 | 2014 |
| Employee Only | | | | | | |
| Employee + 1 | | | | | | |
| Employee + Two or More | | | | | | |
| Dual Spouse | | | | | | |

Alternative Benefits – The Proposer may provide one alternative plan design. The Committee may choose not to evaluate/consider the alternative plan design. If the Proposer submits more than one additional plan, only the first plan contained in sequential order will be considered.

| | Sole Carrier Rate Guarantee | | | Dual Carrier Rate Guarantee | | |
|----------------------------|-----------------------------|------|------|-----------------------------|------|------|
| Basic PPO / Indemnity Plan | 2012 | 2013 | 2014 | 2012 | 2013 | 2014 |
| Employee Only | | | | | | |
| Employee + 1 | | | | | | |
| Employee + Two or More | | | | | | |
| Dual Spouse | | | | | | |

- 1) Are the above rates guaranteed for 36 months? Yes ____ No ____
- 2) If rates are not guaranteed for 36 months, what time-frame are the proposed rates guaranteed for?
- 3) Is your company willing to provide rate caps/guarantees for additional years? Yes ____ No ____ If yes, what are the guarantees/caps?
- 4) List and describe all assumptions and/or qualifications including commission break down used in developing your proposed premiums including your retention.
- 5) Is there a difference in the stated premium rates for sole carrier versus dual carrier? Yes ____ No ____ If yes, provide both sole carrier and dual carrier rates in the above tables.
- 6) Identify any cost impacts for the following benefits:

| Type of Benefit | Description of Coverage | Rate Impact and Cost |
|----------------------------------------------|-------------------------|----------------------|
| Implants | | |
| Wavier of Diagnostic and Preventive | | |
| Treatment Cost Calculator | | |
| Benefit Carryover from unused annual maximum | | |
| Lifetime Deductible Maximum | | |
| Teeth Whitening | | |
| Periodontal Testing | | |
| Types of Braces (such as Invisalign) | | |
| Other | | |

Dental Financial Response Forms

Enhanced PPO / Indemnity Product

Monthly Premium Rates – PPO/Indemnity Prepaid Product

Indicate below the proposed total monthly premium for providing the PPO/Indemnity Prepaid product:

Matched Benefits

| Enhanced PPO / Indemnity Plan | Sole Carrier Rate Guarantee | | | Dual Carrier Rate Guarantee | | |
|-------------------------------|-----------------------------|------|------|-----------------------------|------|------|
| | 2012 | 2013 | 2014 | 2012 | 2013 | 2014 |
| Employee Only | | | | | | |
| Employee + 1 | | | | | | |
| Employee + Two or More | | | | | | |
| Dual Spouse | | | | | | |

Alternative Benefits – The Proposer may provide one alternative plan design. The Committee may choose not to evaluate/consider the alternative plan design. If the Proposer submits more than one additional plan, only the first plan contained in sequential order will be considered.

| Enhanced PPO / Indemnity Plan | Sole Carrier Rate Guarantee | | | Dual Carrier Rate Guarantee | | |
|-------------------------------|-----------------------------|------|------|-----------------------------|------|------|
| | 2012 | 2013 | 2014 | 2012 | 2013 | 2014 |
| Employee Only | | | | | | |
| Employee + 1 | | | | | | |
| Employee + Two or More | | | | | | |
| Dual Spouse | | | | | | |

- 1) Are the above rates guaranteed for 36 months? Yes ____ No ____
- 2) If rates are not guaranteed for 36 months, what time-frame are the proposed rates guaranteed for?
- 3) Is your company willing to provide rate caps/guarantees for additional years? Yes ____ No ____ If yes, what are the guarantees/caps?
- 4) List and describe all assumptions and/or qualifications including commission break down used in developing your proposed premiums including your retention.
- 5) Is there a difference in the stated premium rates for sole carrier versus dual carrier? Yes ____ No ____ If yes, provide both sole carrier and dual carrier rates in the above tables.
- 6) Identify any cost impacts for the following benefits:

| Type of Benefit | Description of Coverage | Rate Impact and Cost |
|----------------------------------------------|-------------------------|----------------------|
| Implants | | |
| Wavier of Diagnostic and Preventive | | |
| Treatment Cost Calculator | | |
| Benefit Carryover from unused annual maximum | | |
| Lifetime Deductible Maximum | | |
| Teeth Whitening | | |
| Periodontal Testing | | |
| Types of Braces (such as Invisalign) | | |
| Other | | |

ATTACHMENT B2

Financial Response Forms

B2 - Vision Financial Response Forms

Submit responses in Hard Copy and Electronic Version in a useable Microsoft Word format.

For your convenience, Attachment B2 is also available as a separate downloadable document in a useable Microsoft Word format.

Vision Financial Response Forms

Basic Vision Plan

Monthly Premium Rates – Basic Vision Plan

Indicate below the proposed total monthly premium for providing the Basic Vision plans:

Matched Benefits

| Basic Vision Plan | Sole Carrier Rate Guarantee | | | Dual Carrier Rate Guarantee | | |
|------------------------|-----------------------------|------|------|-----------------------------|------|------|
| | 2012 | 2013 | 2014 | 2012 | 2013 | 2014 |
| Employee Only | | | | | | |
| Employee + 1 | | | | | | |
| Employee + Two or More | | | | | | |
| Dual Spouse | | | | | | |

Alternative Benefits – The Proposer may provide one alternative plan design. The Committee may choose not to evaluate/consider the alternative plan design. If the Proposer submits more than one additional plan, only the first plan contained in sequential order will be considered.

| Basic Vision Plan | Sole Carrier Rate Guarantee | | | Dual Carrier Rate Guarantee | | |
|------------------------|-----------------------------|------|------|-----------------------------|------|------|
| | 2012 | 2013 | 2014 | 2012 | 2013 | 2014 |
| Employee Only | | | | | | |
| Employee + 1 | | | | | | |
| Employee + Two or More | | | | | | |
| Dual Spouse | | | | | | |

- 1) Are the above rates guaranteed for 36 months? Yes ____ No ____
- 2) If rates are not guaranteed for 36 months, what time-frame are the proposed rates guaranteed for?
- 3) Is your company willing to provide rate caps/guarantees for additional years? Yes ____ No ____ If yes, what are the guarantees/caps?
- 4) List and describe all assumptions and/or qualifications including commission break down used in developing your proposed premiums including your retention.
- 5) Is there a difference in the stated premium rates for sole carrier versus dual carrier? Yes ____ No ____ If yes, provide both sole carrier and dual carrier rates in the above tables.

Vision Financial Response Forms

Enhanced Vision Plan

Monthly Premium Rates – Enhanced Vision Plan

Indicate below the proposed total monthly premium for providing the Enhanced Vision plans:

Matched Benefits

| Enhanced Vision Plan | Sole Carrier Rate Guarantee | | | Dual Carrier Rate Guarantee | | |
|------------------------|-----------------------------|------|------|-----------------------------|------|------|
| | 2012 | 2013 | 2014 | 2012 | 2013 | 2014 |
| Employee Only | | | | | | |
| Employee + 1 | | | | | | |
| Employee + Two or More | | | | | | |
| Dual Spouse | | | | | | |

Alternative Benefits – The Proposer may provide one alternative plan design. The Committee may choose not to evaluate/consider the alternative plan design. If the Proposer submits more than one additional plan, only the first plan contained in sequential order will be considered.

| Enhanced Vision Plan | Sole Carrier Rate Guarantee | | | Dual Carrier Rate Guarantee | | |
|------------------------|-----------------------------|------|------|-----------------------------|------|------|
| | 2012 | 2013 | 2014 | 2012 | 2013 | 2014 |
| Employee Only | | | | | | |
| Employee + 1 | | | | | | |
| Employee + Two or More | | | | | | |
| Dual Spouse | | | | | | |

- 1) Are the above rates guaranteed for 36 months? Yes ____ No ____
- 2) If rates are not guaranteed for 36 months, what time-frame are the proposed rates guaranteed for?
- 3) Is your company willing to provide rate caps/guarantees for additional years? Yes ____ No ____ If yes, what are the guarantees/caps?
- 4) List and describe all assumptions and/or qualifications including commission break down used in developing your proposed premiums including your retention.
- 5) Is there a difference in the stated premium rates for sole carrier versus dual carrier? Yes ____ No ____ If yes, provide both sole carrier and dual carrier rates in the above tables.

ATTACHMENT C

Plan Designs

C1 - Dental Plan Designs

C2 - Vision Plan Designs

Submit responses in Hard Copy and Electronic Version in a useable Microsoft Excel format.

For your convenience, Attachment C1 is ONLY available as a separate downloadable document in a useable Microsoft Excel format.

ATTACHMENT C1

Plan Designs

C1 - Dental Plan Designs

Submit responses in Hard Copy and Electronic Version in a useable Microsoft Excel format.

For your convenience, Attachment C1 is ONLY available as a separate downloadable document in a useable Microsoft Excel format.

ATTACHMENT C1

Plan Designs

C1 - Dental Plan Designs – Basic DHMO Plan

Submit responses in Hard Copy and Electronic Version in a useable Microsoft Excel format.

For your convenience, Attachment C1 is ONLY available as a separate downloadable document in a useable Microsoft Excel format.

ATTACHMENT C1

Plan Designs

C1 - Dental Plan Designs – Enhanced DHMO Plan

Submit responses in Hard Copy and Electronic Version in a useable Microsoft Excel format.

For your convenience, Attachment C1 is ONLY available as a separate downloadable document in a useable Microsoft Excel format.

ATTACHMENT C1

Plan Designs

C1 - Dental Plan Designs – Basic PPO Plan

Submit responses in Hard Copy and Electronic Version in a useable Microsoft Excel format.

For your convenience, Attachment C1 is ONLY available as a separate downloadable document in a useable Microsoft Excel format.

ATTACHMENT C1

Plan Designs

C1 - Dental Plan Designs – Enhanced PPO Plan

Submit responses in Hard Copy and Electronic Version in a useable Microsoft Excel format.

For your convenience, Attachment C1 is ONLY available as a separate downloadable document in a useable Microsoft Excel format.

ATTACHMENT C2

Plan Designs

C2 - Vision Plan Designs

Submit responses in Hard Copy and Electronic Version in a useable Microsoft Word format.

For your convenience, Attachment C2 is also available as a separate downloadable document in a useable Microsoft Word format.

BASIC PLAN DESIGN – Matched Plan

| Benefits | Current Basic Plan | | Deviations from Basic Plan | |
|-----------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|----------------------------|--|
| | In Network (After Co-payments) | Out Network (After Co-payments) | | |
| Copayments | \$4 exam co-payment / \$10 materials copayment | | | |
| Exam (every 12 months) | Paid in full | Covered up to \$30 | | |
| Lenses (every 12 months) | | | | |
| Single vision | Paid in full | Covered up to \$20 | | |
| Bifocal | Paid in full | Covered up to \$40 | | |
| Trifocal | Paid in full | Covered up to \$60 | | |
| Lenticular | Paid in full | Covered up to \$100 | | |
| Progressive | The following 4 progressive lenses will be covered in full (Younger Image, Navigator, Super No-line, and Fairvue) Any others extra charge | Covered up to \$78 | | |
| Contact Lenses (every 12 months) | | | | |
| Elective Contact Lenses | \$85 allowance for exam + lenses | \$85 allowance for exam +lenses | | |
| Medically Necessary Contacts | Paid in full | \$150 | | |
| Frame (every 12 months) | Covered up to \$28 wholesale allowance | Covered up to \$45 retail | | |
| Discounts | <ul style="list-style-type: none"> 20% discount on second pair of glasses 15% discount on professional services fees for elective contact lenses (exam, fittings) \$75 allowance with discounts received in-network | Discounts do not apply | | |
| Other Additional Benefits | | | | |

Refer to Attachment H for full details of benefits.

Notes:

1. The contact lens allowance replaces all other benefits for the year. You can select either the contact lens allowance or other covered services (exam and glasses), but not both.
2. These extras are available for 12 months after the covered eye exam from the VisionCare Plan network doctor who performs the initial exam.

ENHANCED PLAN DESIGN – Matched Plan

| Benefits | Current Enhanced Plan | | Deviations from Basic Plan | |
|-----------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------|----------------------------|--|
| | In Network (After Co-payments) | Out Network (After Co-payments) | | |
| Copayments | \$4 exam co-payment / \$10 materials copayment | | | |
| Exam (every 12 months) | Paid in full | Covered up to \$30 | | |
| Lenses (every 12 months) | | | | |
| Single vision | Paid in full | Covered up to \$25 | | |
| Bifocal | Paid in full | Covered up to \$40 | | |
| Trifocal | Paid in full | Covered up to \$60 | | |
| Lenticular | Paid in full | Covered up to \$100 | | |
| Progressive | The following 4 progressive lenses will be covered in full (Younger Image, Navigator, Super No-line, and Fairvue) Any others extra charge | Covered up to \$78 | | |
| Contact Lenses (every 12 months) | | | | |
| Elective Contact Lenses | \$120 allowance for exam + lenses | \$120 allowance for exam + lenses | | |
| Medically Necessary Contacts | Paid in full | \$150 allowance for exam + lenses | | |
| Frame (every 12 months) | Covered up to \$45 wholesale allowance | Covered up to \$45 retail | | |
| Discounts | Flat dollar allowance / copay or fixed fee <ul style="list-style-type: none"> • 20% discount on second pair of glasses • 20% discount on all other services | Discounts do not apply | | |
| Other Additional Benefits | | | | |

Refer to Attachment H for full details of benefits.

Notes:

1. The contact lens allowance replaces all other benefits for the year. You can select either the contact lens allowance or other covered services (exam and glasses), but not both.
2. These extras are available for 12 months after the covered eye exam from the Vision Care Plan network doctor who performs the initial exam.

ATTACHMENT D

Census Data (Includes Active Employees and Retirees)

For your convenience, Attachment D is ONLY available as a separate downloadable document in a useable Microsoft Excel format.

ATTACHMENT E

Dental Claims Experience

For your convenience, Attachment E is ONLY available as a separate downloadable document in a PDF version.

ATTACHMENT F

Vision Claims Experience

For your convenience, Attachment F is ONLY available as a separate downloadable document in a PDF version.

ATTACHMENT G

G1 – Dental Certificate of Insurance
G2 – Dental Current SBBC Agreements

For your convenience, the Certificates of Insurance (G1) are ONLY available through the following website:

<http://www.broward.k12.fl.us/benefits>

Click on Dental book and then click on the "Certificates of Coverage"

ATTACHMENT H

H1 – Vision Certificate of Insurance

H2 – Vision Current SBBC Agreements

For your convenience, the Certificates of Insurance (H1) are ONLY available through the following website:

<http://www.broward.k12.fl.us/benefits>

Click on Vision book and then click on the "Certificates of Coverage"

ATTACHMENT I

Dental Performance Standards / Guarantees

Submit responses in Hard Copy and Electronic Version in a useable Microsoft Word format.

For your convenience, Attachment I is also available as a separate downloadable document in a useable Microsoft Word format.

Dental Performance Standards / Guarantees

| Performance Guarantee | Amount of Liquidated Damages | Deviations |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------|------------|
| Implementation and Annual Measurements | | |
| Both at implementation and annually within three (3) weeks following the date SBBC mails enrollment data to the vendor, ID cards must be delivered to the member's home address. An additional four (4) calendar days will be added for total mailing time. | \$25 per card for each day beyond three (3) weeks following the date enrollment data is mailed by SBBC (plus four calendar days for mail). | |
| Complete provider directories shall be delivered to SBBC or its designee as directed, within sixty (60) calendar days of the Benefits Department request for open enrollment. | \$1,000 | |
| Brochures/descriptive literature must be delivered to SBBC, or to its designee, as directed, in final form, within sixty (60) calendar days prior to open enrollment. Additional materials to be provided within thirty (30) calendar days of the Benefits Department request. | \$250 for each day beyond outlined. | |
| Claim Timeliness | | |
| The employees of SBBC must have their dental claims processed within 30 calendar days. (Monthly) | \$50 per occurrence | |
| Claim Inquiries/Complaints | | |
| All claims, written claim inquiries or complaints, and other contacts with the vendor by the Benefits Department, the Payroll Deduction Unit, or SBBC employees and their covered dependents must have a written response within ten (10) calendar days of receipt by the vendor. | \$50 per item for each day beyond as outlined. | |
| Telephone Responsiveness | | |
| Average response time of 30 second or better. (Monthly) | \$500/Month | |
| Abandonment rate of 5% or less. (Monthly) | \$500/Month | |
| The employees of SBBC must have their telephone calls returned within twenty-four hours from receipt | \$50 per occurrence. | |
| Network / Administration | | |
| The employees of SBBC must be seen by a dentist within 24 hours for urgent care. | \$250 per occurrence. | |
| The employees of SBBC must be seen by a dentist within 30 calendar days for routine and preventive care. | \$50 per occurrence. | |
| The employees of SBBC must be seen by a dentist within 72 hours for dental care due to illness, injury, or accident which is not of an emergency nature. | \$50 per occurrence. | |
| General Dentist access will not drop below 85% using the access standard or 2 dentists within 5 miles. | \$150 per day for each day not in compliance with this standard | |

| Performance Guarantee | Amount of Liquidated Damages | Deviations |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------|------------|
| Proposer must agree that significant provider attrition during the course of this contract will constitute grounds for termination of this contract at the sole option of the School Board. Should the total number of voluntary and involuntary terminations by providers listed in the Provider Directory submitted with the Proposal exceed 20 percent of the total number of providers listed in that directory, the School Board, at its option, may terminate this contract with 60 days notice to the Awardee. | 1/10 of 1 percent of annual premium for every percentage of provider turnover exceeding ten percent annually. | |
| Administration | | |
| Additions to, deletions from and changes to the provider directories shall be furnished to the Benefits Department monthly. | \$250 for each day beyond as outlined | |
| Any time an SBBC employee or covered dependent receives a letter from a provider threatening legal action, referral to a collection agency, or other negative action which could jeopardize the employee or dependent's credit standing because of the vendor's delay or failure in paying claims, the vendor shall respond, in writing, directly to the letter writer, employee or covered dependent, and SBBC with an explanation of the claim status within five (5) calendar days of receipt of notification by the vendor. | \$50 per item for each day beyond as outlined | |
| The M/WBE's office will require a 30-day written notice for substitution of an M/WBE vendor. | \$100 per calendar day for the first 30 days and \$1,000 per calendar day thereafter until notifications received. | |
| Proposer agrees to liquidated damages for employee satisfaction ratings below 85% . | \$1,500 for each percentage point below 85%, maximum annual penalty \$7,500 | |

Performance penalties will be capped at 2% of annual premium.

ATTACHMENT J

Vision Performance Standards / Guarantees

Submit responses in Hard Copy and Electronic Version in a useable Microsoft Word format.

For your convenience, Attachment J is also available as a separate downloadable document in a useable Microsoft Word format.

Vision Performance Standards / Guarantees

| Performance Guarantees | Amount of Liquidated Damages | Deviations |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------|------------|
| If ID are necessary - Both at implementation and annually within three (3) weeks following the date SBBC mails enrollment data to the vendor, ID cards must be delivered to the member's home address. An additional four (4) calendar days will be added for total mailing time. | \$25 per card for each day beyond three (3) weeks following the date enrollment data is mailed by SBBC (plus four calendar days for mail). | |
| Monthly call abandonment rate not more the 3% while waiting for customer service representative. | \$500 per occurrence | |
| Monthly call pickup rate: 95% of calls answered within 30 seconds (incoming calls). | \$500 per occurrence | |
| Monthly call pickup rate: 95% of calls answered within five minutes while waiting for customer service representative. | \$500 per occurrence | |
| Claims must be processed within 30 days. | \$500 per occurrence | |
| Brochures/descriptive literature must be delivered to SBBC, or to its designees as directed, in final form within 60 calendar days prior to open enrollment. Additional materials must be provided within 30 calendar days of a request by the Benefits staff. | \$500 per day | |
| Complete provider directories shall be delivered to SBBC, or to its designees as directed, in final form within 60 calendar days prior to open enrollment. Additional directories must be provided within 30 calendar days of a request by the Benefits staff. | \$500 per day | |
| Additions to, deletions from and changes to the Provider Directories must be furnished to the Benefits staff monthly. | \$500 per occurrence | |
| The M/WBE's office will require a 30-day written notice for substitution of an M/WBE vendor. | \$100 per calendar day for the first 30 days and \$1,000 per calendar day thereafter until notification is received. | |
| All written inquiries or complaints by Benefits staff or plan participants must have a written response from the Awardee within 30 calendar days. | \$500 per occurrence | |

Vision Performance Standards / Guarantees (Continued)

| Performance Guarantees | Amount of Liquidated Damages | Deviations |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------|------------|
| Any letters sent to plan participants by vision care providers threatening legal action, referral to a collection agency or other negative action must be responded to directly by the Awardee within five calendar days of receipt of such correspondence by the Awardee. | \$500 per occurrence | |
| The employees of SBBC must have their telephone calls returned within 24 hours from receipt. | \$250 per occurrence | |
| Office visit co-payments are all inclusive. Patients may not be billed for any procedure associated with an eye exam beyond the applicable co-payment. | \$500 per occurrence | |
| Orders placed for materials (glasses, lenses and/or contact) must be received within 3 weeks. | \$250 per occurrence | |
| Proposer must agree that significant provider attrition during the course of this contract will constitute ground for termination of this contract at the sole option of SBBC. Should the total number of voluntary and involuntary terminations by providers listed in the Provider Directory submitted with this proposal exceed 20% of the total number of providers listed in that directory, SBBC at its option, may terminate this contract with 60 days notice to the Awardee. Additionally, proposer must agree to performance standards of 1% of in force premium for every percentage of provide turnover exceeding 10% annually. | | |

* Maximum aggregate penalty will not exceed 10% of annual premium.

ATTACHMENT K

SBBC Enrollment Form

| | | |
|-----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------|
|  | THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA ENROLLMENT AND SALARY REDUCTION AUTHORIZATION FORM | REHIRE <input style="width: 30px; height: 20px;" type="checkbox"/> |
|-----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------|

| | | | | | |
|-----------------------------|-------------|--------------------------|------------|-------------------|--|
| EMPLOYEE INFORMATION | | | | | |
| Name: _____ | | Personnel #: _____ | | | |
| Address: _____ | City: _____ | State: _____ | Zip: _____ | Sex: _____ | |
| Home Phone: _____ | | Social Security #: _____ | | Birth Date: _____ | |

IF YOU ARE ENROLLING DEPENDENTS, YOU **MUST** COMPLETE SECTION IV. THERE IS A CHARGE FOR DEPENDENT COVERAGE.
PLEASE REFER TO THE APPROPRIATE RATE SHEET.

| | | | | | |
|---------------------------------------------------------------------------------------------------------------|------------------------------------|--------------------------------------|----------------------------------|-----------------|----------------------------------------------------------------------------------------------------------|
| SECTION I HEALTH COVERAGE (For details regarding each section, please refer to the back of this form.) | | | | | |
| <u>VISTA HEALTH PLANS</u> | | | | | |
| Low HMO Plan | Emp. Only <input type="checkbox"/> | Emp.+1 Dep. <input type="checkbox"/> | +Family <input type="checkbox"/> | Consumer Driven | Emp. Only <input type="checkbox"/> Emp.+1 Dep. <input type="checkbox"/> +Family <input type="checkbox"/> |
| High HMO Plan | Emp. Only <input type="checkbox"/> | Emp.+1 Dep. <input type="checkbox"/> | +Family <input type="checkbox"/> | PPO Plan | Emp. Only <input type="checkbox"/> Emp.+1 Dep. <input type="checkbox"/> +Family <input type="checkbox"/> |

Opt-Out ☐ I have elected to Opt-Out of the health insurance offered by The School Board of Broward County. I have read the Opt-Out information (on the reverse side of this form) and have provided the required documentation.

| | | | |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------|-------------------------------------------------------------|--------------------------------------------------------------|
| KIDS PLANS The following selection must be completed, if enrolling child(ren) in one of the Kids Plans. PLEASE CHECK (✓) APPROPRIATE BOXES) AND INDICATE NUMBER OF DEPENDENT(S) YOU WISH TO ENROLL IN EACH SELECTION | | | |
| VISTA KIDS BASIC HMO | | VISTA KIDS ENHANCED HMO | |
| 0-4 <input type="checkbox"/> Total # of KIDS Enrolled _____ | 5-21 <input type="checkbox"/> Total # of KIDS Enrolled _____ | 0-4 <input type="checkbox"/> Total # of KIDS Enrolled _____ | 5-21 <input type="checkbox"/> Total # of KIDS Enrolled _____ |
| Physician/Provider # _____ | Physician/Provider # _____ | Physician/Provider # _____ | Physician/Provider # _____ |

| | | | | | |
|-------------------------------------------------------------|------------------------------------|---------------------------------------|----------------------------------|------------------------------------|-----------------------------------------------------------------------------------------------------------|
| SECTION II DENTAL COVERAGE | | | | | |
| (Employee Excess Cost May Apply) | | | | | |
| COMPBENEFITS | | | DELTA | | |
| DHMO | *Employee Dentist/Facility # _____ | | DHMO | *Employee Dentist/Facility # _____ | |
| BASIC* | Emp. Only <input type="checkbox"/> | Emp. +1 Dep. <input type="checkbox"/> | +Family <input type="checkbox"/> | BASIC* | Emp. Only <input type="checkbox"/> Emp. +1 Dep. <input type="checkbox"/> +Family <input type="checkbox"/> |
| ENHANCED* | Emp. Only <input type="checkbox"/> | Emp. +1 Dep. <input type="checkbox"/> | +Family <input type="checkbox"/> | ENHANCED* | Emp. Only <input type="checkbox"/> Emp. +1 Dep. <input type="checkbox"/> +Family <input type="checkbox"/> |
| PPO | | | | | |
| BASIC | Emp. Only <input type="checkbox"/> | Emp. +1 Dep. <input type="checkbox"/> | +Family <input type="checkbox"/> | | |
| ENHANCED | Emp. Only <input type="checkbox"/> | Emp. +1 Dep. <input type="checkbox"/> | +Family <input type="checkbox"/> | | |
| METLIFE | | | SAFEGUARD | | |
| PPO | | | DHMO | *Employee Dentist/Facility # _____ | |
| BASIC | Emp. Only <input type="checkbox"/> | Emp. +1 Dep. <input type="checkbox"/> | +Family <input type="checkbox"/> | BASIC* | Emp. Only <input type="checkbox"/> Emp. +1 Dep. <input type="checkbox"/> +Family <input type="checkbox"/> |
| ENHANCED | Emp. Only <input type="checkbox"/> | Emp. +1 Dep. <input type="checkbox"/> | +Family <input type="checkbox"/> | ENHANCED* | Emp. Only <input type="checkbox"/> Emp. +1 Dep. <input type="checkbox"/> +Family <input type="checkbox"/> |
| *Please refer to plan network for dentist/facility numbers. | | | | | |

| | | | | | |
|------------------------------------|--------------------------------------|-----------------------------------|------------------------------------|--------------------------------------|----------------------------------|
| SECTION III VISION COVERAGE | | | | | |
| BASIC PLAN | | | ENHANCED PLAN | | |
| Emp. Only <input type="checkbox"/> | Emp.+1 Dep. <input type="checkbox"/> | + Family <input type="checkbox"/> | Emp. Only <input type="checkbox"/> | Emp.+1 Dep. <input type="checkbox"/> | +Family <input type="checkbox"/> |

| SECTION IV DEPENDENT COVERAGE | | | | | | | Medical | Dental | Vision |
|--------------------------------------|----|------------|--------------|-----|-----|--|----------------|---------------|---------------|
| Name of Dependent(s) Last First | MI | Sex M/F | Relationship | DOB | SSN | | ✓ | ✓ | ✓ |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |

| | |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------|
| SECTION V CAFETERIA PLAN ENROLLMENT | |
| FLEXIBLE SPENDING ACCOUNTS: Indicate your Flexible Spending Account selection(s) by entering a dollar amount for each section. | |
| 1. MEDICAL REIMBURSEMENT ACCOUNT - for employee/dependent(s) 2. DEPENDENT CARE REIMBURSEMENT ACCOUNT | WITHHOLDING 1. \$ _____ Annually 2. \$ _____ Annually |
| LIFE INSURANCE <input type="checkbox"/> 1 Times Core <input type="checkbox"/> 2 Times Core ENHANCED DISABILITY INCOME <input type="checkbox"/> YES | |

EMPLOYEE SIGNATURE IS REQUIRED TO QUALIFY FOR RECEIPT OF BENEFITS

SALARY OPTION FOR THOSE WHO RECEIVE COLLECTIVELY BARGAINED BOARD CONTRIBUTIONS:
 If you do not use the Board contribution in the Cafeteria Plan for plan enhancements, and/or additional plan benefits, it will be included as additional income, subject to federal withholding and social security taxes. I realize I will receive this amount as taxable compensation.

We estimate your insurance effective date will be: _____, based on the documentation provided during the clearance process. However, this date may change based upon your actual start date.

Date: _____ (Month, Day, Year) Employee Signature: _____

Revised 11/09

SECTION I HEALTH COVERAGE

ALL EMPLOYEES MUST CHECK (✓) ONE BOX IN HEALTH SECTION. Enrollment of dependents (spouse & eligible children) **MUST** be in the identical plan to which the employee is enrolled. EXCEPTION: Child(ren) may be enrolled in separate plans available for children only. **IF YOU ARE ENROLLING DEPENDENTS, YOU MUST COMPLETE SECTION IV. THERE IS A CHARGE FOR DEPENDENT COVERAGE.**

OPT-OUT Option - If you choose to opt-out of the medical plans, you must provide proof of other medical coverage. A notarized affidavit is also required.

If you wish to apply for medical insurance at a later date, you may enroll **only** during an annual enrollment period determined by the School Board of Broward County, Florida, if you have a qualifying event or during a "special enrollment period".

SECTION II DENTAL COVERAGE

ALL EMPLOYEES MUST CHECK (✓) ONE OF THE TEN DENTAL PLANS IN THE DENTAL SECTION. IF YOU ARE ENROLLING DEPENDENTS, YOU MUST COMPLETE SECTION IV. THERE IS A CHARGE FOR DEPENDENT COVERAGE.

SECTION III VISION COVERAGE

ALL EMPLOYEES MUST CHECK (✓) ONE OF THE TWO VISION PLANS IN THE VISION SECTION. IF YOU ARE ENROLLING DEPENDENTS, YOU MUST COMPLETE SECTION IV. THERE IS A CHARGE FOR DEPENDENT COVERAGE.

SECTION IV DEPENDENT COVERAGE

Complete dependent information on front of form. Note: For all insurance plans, a dependent is defined as:

- (a) the employee's spouse (except when the spouse is also a permanent employee of the Board with Board-paid coverage).
- (b) the employee's unmarried dependent child(ren) - limitations apply.
- (c) child(ren) for whom the employee has been appointed legal guardian, stepchild(ren), legally adopted child(ren) provided they reside in the household and are primarily dependent on the employee for support. Refer to plan certificate for further eligibility information.

SECTION V CAFETERIA PLAN ENROLLMENT

Read Employee Benefits Information on the Benefits Web site (www.browardschools.com/benefits)

Life and Disability Enhancements rates are automatically calculated based upon current contract salary.

LIFE INSURANCE

Coverage is not available to those previously declined under this option. By electing this plan, you are certifying that you have not been previously declined.

ACKNOWLEDGMENT OF AUTHORIZATION/BENEFITS DEDUCTIONS

- I have indicated the coverage I want for myself and/or for my dependent(s). I agree the School Board is not responsible for determining eligibility of dependent(s) coverage or for any change in the status of dependent(s). I understand the obligation of the School Board extends only to making authorized payroll withholding and paying the withheld amounts to the applicable company.

- I hereby authorize my employer (SBBC) to reduce my monthly gross salary before federal income tax and social security taxes are calculated by any amount of the election(s) indicated. I further understand that employee excess cost and/or dependent premium withholding for medical, dental and vision coverage will be on a favorable pre-tax basis under this cafeteria plan arrangement.

I UNDERSTAND THAT I CANNOT CHANGE THE AMOUNT OF SALARY REDUCTION OR REVOKE THIS SALARY REDUCTION AGREEMENT DURING THE PLAN YEAR (CALENDAR) UNLESS THERE IS A CHANGE IN MY FAMILY STATUS AS DEFINED BY IRS RULES.

- I further understand that any amount remaining in my Cafeteria Plan/Flexible Spending account(s) which is not used during the Plan Year cannot be accumulated and carried forward to the next plan year. If there is a balance left in these accounts at the end of the Plan Year as per IRS regulations, that amount will inure to the General Account of the employer (SBBC) for the benefit of all plan participants.

- I UNDERSTAND IF THE PROPER DEDUCTION(S) ARE NOT TAKEN FROM MY CHECK, IT IS MY RESPONSIBILITY TO NOTIFY THE BENEFITS DEPARTMENT TO ENSURE COVERAGES. IF I ELECT TO CANCEL DEPENDENT COVERAGE, I MUST DO SO IN WRITING 30 DAYS PRIOR TO THE CANCELLATION DATE WITH SUPPORTING DOCUMENTATION.

- ANY TIME CONTRACT SALARY IS NOT RECEIVED, IT IS MY RESPONSIBILITY TO CONTACT THE BENEFITS DEPARTMENT TO MAKE PREMIUM PAYMENT(S).

- The salary reduction amount will continue in effect until I submit a new Salary Reduction Authorization for a subsequent Plan Year; terminate employment, take a leave of absence from employment, or discontinue or modify my Salary Reduction to the Cafeteria Plan/Flexible Spending Account in a subsequent Plan Year. **I understand and agree that my employer (SBBC) and any contracted administrators, will be held harmless from any liability resulting from either my participation in the Cafeteria Plan/Flexible Spending Account, or, due to my failure to sign or accurately complete this enrollment form.** I hereby appoint my employer (SBBC) or employer's designee to serve as Trustee to receive dividends, premiums, refunds, rate reductions or any other funds that might be returned from the benefit plans. These funds will be used in the best interest of the employees for the purpose of reducing future premiums and improving benefits on behalf of employees in accordance with Section 627, 569 Florida Statutes, as amended.

**Please visit the Benefits Department's Website
for additional information on the plans
offered to School Board employees**



www.browardschools.com/benefits

The Benefits Department is located at:

**7770 W. Oakland Park Boulevard
Sunrise, Florida 33351**

**Telephone: 754-321-3100
Facsimile: 754-321-3280**

Revised 11/09

ATTACHMENT L

Sample SBBC Agreement

AGREEMENT

THIS AGREEMENT is made and entered into as of this ____ day of _____, 20____, by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

INSERT NAME OF OTHER PARTY

(hereinafter referred to as "[insert a short name here]"),
whose principal place of business is
[insert their address here].

WHEREAS, [insert information in this portion of the document to explain the purposes and objectives for which the parties are entering into an agreement]; and

WHEREAS, [you may use as many of these recitals or "whereas clauses" as necessary to express the parties' purposes and objectives].

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1 - RECITALS

1.01 **Recitals**. The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 – SPECIAL CONDITIONS

2.01 **Term of Agreement**. The term of this Agreement shall commence on _____ and conclude on _____, 20____.

2.02 **[Select a Descriptive Title]**. [Use sections such as 2.01 to specify the duties, responsibilities and obligations each party is to have under the Agreement].

2.03 **[Select a Descriptive Title]**. [You may use as many of these sections as needed to express the parties' duties, responsibilities and obligations].

ARTICLE 2 – SPECIAL CONDITIONS (Continued)

2.04 Indemnification.

A. By SBBC: SBBC agrees to be fully responsible for its acts of negligence or its agent's acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. Nothing herein shall be construed as consent by SBBC to be sued by third parties in any matter arising out of any contract. Nothing herein shall be construed as a waiver by SBBC of any rights or limits to liability under Section 768.28 Florida Statutes.

B. By [Insert Name]: [Insert Name] agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by [Insert Name], its agents, servants or employees; the equipment of [Insert Name], its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of [Insert Name] or the negligence of [Insert Name's] agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by [Insert Name], SBBC or otherwise.

2.05 SBBC Photo Identification Badge.

Background Screening: Awardee agrees to comply with all the requirements of Sections 1012.32 and 1012.465, Florida Statutes, and that Awardee and all its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. **Personnel shall include employees, representatives, agents or sub-contractors performing duties under the contract to SBBC and who meet any or all of the three requirements identified above.** This background screening will be conducted by SBBC in advance of Awardee or its personnel providing any services. Awardee will bear the cost of acquiring the background screening required under Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to Awardee and its personnel. The Parties agree that the failure of Awardee to perform any of the duties described in this section shall constitute a material breach of this RFP/BID entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. Awardee agrees to indemnify and hold harmless SBBC, its officers and employees of any liability in the form of physical or mental injury, death or property damage resulting in Awardee's failure to comply with the requirements of this section or Sections 1012.32 and 1012.465, Florida Statutes.

ARTICLE 2 – SPECIAL CONDITIONS (Continued)

2.05 **SBBC Photo Identification Badge (Continued).**

SBBC issued identification badges must be worn at all times when on SBBC property and must be worn where they are visible and easily readable.

L-1 Enrollment Services has been contracted to provide all background and fingerprinting services. All questions pertaining to fingerprinting, photo identification and background check services must be directed to the EasyPath Project Coordinator at 754-321-1830 or easypathinfo@L1ID.com. **Each individual, for whom a SBBC photo identification badge is requested, must fill out the forms that are required, show his/her driver's license and social security card, and must be fingerprinted.** A background check will be conducted for each badge applicant. SBBC reserves the right to require additional information, should it be necessary, and to deny the issuance of a badge to an applicant. Any applicant, who has been denied a badge, is prohibited from entering SBBC property as an employee, sub-contractor or agent of Awardee. There will be two websites used for services: 1) <http://www.L1Enrollment.com> (used for scheduling and registering applicants) and 2) <http://sbbc-easypath.browardschools.com> (used for vendors to check the status of applicants and order replacement badges). The total fee for the SBBC photo identification badge, fingerprinting and a FBI background check can be found at the following website: www.L1Enrollment.com. Payment options can be made by electronic check (e-check), Visa, MasterCard or use of an established escrow account code. **These fees are non-refundable and are subject to change without notice. Badges are issued for a one-year period and must be renewed annually. The renewal date will be one year from date of issuance. Failure to renew the badge, at that time, will result in the vendor being required to re-apply and pay the going rate for badging and fingerprinting.**

Vendors shall return expired and/or terminated employee badges to the following location: The School Board of Broward County, Florida, Attn: L-1 Enrollment Services, 600 SE 3rd Avenue, Fort Lauderdale, Florida 33301.

ARTICLE 2 – SPECIAL CONDITIONS (Continued)

2.06 **Order of Priority.** In the event of a conflict between documents, which are incorporated herein by reference, the parties agree that the order of priority shall be as follows:

ARTICLE 2 – SPECIAL CONDITIONS (Continued)

2.07 INSURANCE REQUIREMENTS (adjust if RFP requirements exceed the values below)

Proof of the following insurance will be furnished by *[Insert Name]* to SBBC by Certificate of Insurance. Such certificate must contain a provision for notification to SBBC 30 days in advance of any material change in coverage or cancellation. **SBBC shall be named as an additional insured under the General Liability policy including Products Liability. Include the Bid/RFP Number on the Certificate.**

A. General Liability Insurance with limits of not less than \$1,000,000 per occurrence combined single limit for bodily injury and property damage.

B. Product Liability or Completed Operations Insurance with bodily injury limits of liability of not less than \$1,000,000 per occurrence and \$1,000,000 aggregate. .

C. Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with this bid, with bodily injury limits of liability of not less than \$1,000,000 per person; and \$1,000,000 per occurrence and property damage limits of not less than \$1,000,000.

D. Worker's Compensation in accordance with Florida Statutory limits and Employer's Liability Insurance.

The insurance policies shall be issued by companies qualified to do business in the State of Florida and grant The School Board of Broward County, Florida, thirty days of advanced written notice of a cancellation, expiration or any material change in the specified coverage. The insurance companies must be rated at least A- VI by AM Best or Aa3 by Moody's Investor Service. All policies must remain in effect during the performance of the contract.

Prior to the commencement of any work, *[Insert Name]* must provide SBBC's Supply Management and Logistics Department with a Certificate of Insurance which is evidence of the above coverage and with SBBC named as an additional insured.

ARTICLE 3 – GENERAL CONDITIONS

3.01 **No Waiver of Sovereign Immunity.** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or as to any rights or limits to liability existing under Section 768.28, Florida Statutes.

3.02 **No Third Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

3.03 **Non-Discrimination.** The parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this Agreement because of race, age, religion, color, gender, national origin, marital status, disability or sexual orientation.

3.04 **Termination.** This Agreement may be canceled with or without cause by SBBC during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement.

3.05 **Records.** Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law.

3.06 **Entire Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

3.07 **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.08 **Preparation of Agreement.** The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein, expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

ARTICLE 3 – GENERAL CONDITIONS (Continued)

3.09 **Waiver.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

3.10 **Compliance with Laws.** Each party shall comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.11 **Governing Law.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.

3.12 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.13 **Assignment.** Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.14 **Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.15 **Place of Performance.** All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

3.16 **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, unlawful, unenforceable or void in any respect, the invalidity, illegality, unenforceability or unlawful or void nature of that provision shall not affect any other provision and this Agreement shall be considered as if such invalid, illegal, unlawful, unenforceable or void provision had never been included herein.

ARTICLE 3 – GENERAL CONDITIONS (Continued)

3.17 **Notice.** When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To SBBC: Superintendent of Schools
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

With a Copy to: _____
Name of District Representative

Address

Address

To *[Insert Name]*: _____
Name of Other Party

Address

Address

With a Copy to: _____
Name to be Provided by Other Party

Address

Address

3.18 **Captions.** The captions, section numbers, article numbers, title and headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.19 **Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

3.20 **Excess Funds.** Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC with interest calculated from the date of the erroneous payment or overpayment. Interest shall be calculated using the interest rate for judgments under Section 55.03, Florida Statutes, applicable at the time the erroneous payment or overpayment was made by SBBC.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.

FOR SBBC

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

ATTEST:

By _____, Chair

JAMES F. NOTTER
Superintendent of Schools

Approved as to Form and Legal Content:

School Board Attorney

[If the other party is a corporation or agency, use this signature page]

FOR *[Insert Name Here]*

(Corporate Seal)

Name of Corporation or Agency

ATTEST:

By _____

, Secretary

-or-

Witness

Witness

The Following Notarization is Required for Every Agreement Without Regard to
Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of
_____, 20__ by _____ of

Name of Person

_____, on behalf of the corporation/agency.

Name of Corporation or Agency

He/She is personally known to me or produced _____ as identification and did/did not
first take an oath. Type of Identification

My Commission Expires:

Signature – Notary Public

(SEAL)

Printed Name of Notary

Notary's Commission No.

[If the other party is an individual person, use this signature page]

FOR [Insert Name Here]:

Witness

Signature _____

Witness

Printed Name

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by _____
 _____ Insert Name Here
 who is personally known to me or who produced _____ as
 _____ Type of Identification
 identification and who did/did not first take an oath this _____ day of _____,
 20____.

My Commission Expires:

Signature – Notary Public

(SEAL)

Notary's Printed Name

Notary's Commission No. _____

ATTACHMENT M

SBBC HIPAA Business Associate Agreement

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("**Agreement**") is made and entered into as of this _____ day of _____, 20____
(the "**Effective Date**"), by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "**SBBC**" or "**Covered Entity**"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

INSERT NAME OF OTHER PARTY

(hereinafter referred to as "Business Associate"),
whose principal place of business is
[insert their address here].

WHEREAS, by virtue of the services that Business Associate performs for SBBC, Business Associate is a "business associate," as that term is defined at 45 C.F.R. §160.103; and

WHEREAS, SBBC and Business Associate may share Protected Health Information ("PHI") (as defined below) in the course of their relationship; and

WHEREAS, SBBC and Business Associate understand that they are subject to the requirements governing business associates, including but not limited to the Privacy Rule and the Security Rule (both defined below) of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and the Health Information Technology for Economic and Clinical Health Act of 2009 ("HITECH"), any of which may be amended from time to time or supplemented by new legislation or guidance (hereinafter collectively referred to as "Business Associate Requirements"); and

WHEREAS, SBBC and Business Associate intend to fully comply with current and future Business Associate requirements and mutually desire to outline their individual responsibilities with respect to Protected Health Information ("**PHI**") as mandated by the "Privacy Rule", the "Security Rule", and the HITECH Act; and

WHEREAS, SBBC and Business Associate understand and agree that the Business Associate requirements require SBBC and Business Associate to enter into a Business Associate Agreement which shall govern the use and/or disclosure of PHI and the security of ePHI.

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE 1 – RECITALS

1. **Definitions.** When used in this Agreement and capitalized, the following terms have the following meanings:

- (a) "**Breach**" has the same meaning as that term is defined in §13400 of the HITECH Act and shall include the unauthorized acquisition, access, use, or disclosure of PHI that compromises the security or privacy of such information.

ARTICLE 1 – RECITALS

- (b) "*Business Associate*" shall mean Business Associate named above and shall include all successors and assigns, affiliates, subsidiaries, and related companies.
- (c) "*Designated Record Set*" has the same meaning as the term "designated record set" in 45 CFR §164.501.
- (d) "*EDI Rule*" shall mean the Standards for Electronic Transactions as set forth at 45 CFR Parts 160, Subpart A and 162, Subpart A and I through R.
- (e) "*HIPAA*" means the Health Insurance Portability and Accountability Act of 1996.
- (f) "*HITECH Act*" means the Health Information Technology for Economic and Clinical Health Act of 2009.
- (g) "*Individual*" shall have the same meaning as the term "Individual" in 45 C.F.R. §160.103 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. §164.502(g).
- (h) "*Privacy Rule*" shall mean the Standards for Privacy of Individually Identifiable Health Information as set forth at 45 C.F.R. Parts 160 and 164, subparts A and E.
- (i) "*Protected Health Information*" or "*PHI*" shall have the same meaning as the term "protected health information" in 45 C.F.R. §160.103 (as amended by the HITECH Act) limited to the information created or received by Business Associate from or on behalf of SBBC.
- (j) "*Required by Law*" shall have the same meaning as the term "required by law" in 45 C.F.R. §164.103.
- (k) "*Secretary*" shall mean the Secretary of the Department of Health and Human Services or his or her designee.
- (l) "*Security Rule*" shall mean the Standards for Security of ePHI as set forth at 45 C.F.R. Parts 160 and 164 Subpart C.
- (m) "*Unsecured PHI*" shall mean PHI that is not secured through the use of a technology or methodology specified by the Secretary in guidance or as otherwise defined in §13402(h) of the HITECH Act.

Terms used but not defined in this Agreement shall have the same meaning as those terms in 45 C.F.R. §§ 164.103 and 164.501 and the HITECH Act.

ARTICLE 2 – SPECIAL CONDITIONS2. Obligations and Activities of Business Associate Regarding PHI.

- (a) Business Associate agrees to not use or further disclose PHI other than as permitted or required by this Agreement or as Required by Law.
- (b) Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the PHI other than as provided for by this Agreement.

ARTICLE 2 – SPECIAL CONDITIONS

- (c) Business Associate agrees to report to SBBC, as soon as reasonably practicable, any use or disclosure of PHI not provided for by this Agreement.
- (d) Business associate shall promptly inform SBBC of a Breach of Unsecured PHI following the first day on which Business Associate knows of such Breach or following the first day on which Business Associate should have known of such Breach. In addition, Business Associate shall provide written notification to SBBC hereunder which notification shall:
 - a. Be made no later than 60 calendar days after discovery of the Breach, except where a law enforcement official determines that a notification would impede a criminal investigation or cause damage to national security;
 - b. Include the individuals whose Unsecured PHI has been, or is reasonably believed to have been, the subject of a Breach; and
 - c. Be in substantially the same form as **Exhibit A** hereto.
- (e) Business Associate agrees to ensure that any agents, including sub-contractors (excluding entities that are merely conduits), to whom it provides PHI agree to the same restrictions and conditions that apply to Business Associate with respect to such information.
- (f) Business Associate agrees to provide access, at the request of SBBC, and in the time and manner designated by SBBC, to PHI in a Designated Record Set that is not also in SBBC's possession, to SBBC in order for SBBC to meet the requirements under 45 C.F.R. § 164.524.
- (g) Business Associate agrees to make any amendment to PHI in a Designated Record Set that SBBC directs or agrees to pursuant to 45 C.F.R. § 164.526 at the request of SBBC or an Individual in the time and manner designated by SBBC.
- (h) Business Associate agrees to make internal practices, policies, books and records relating to the use and disclosure of PHI available to SBBC, or at a request of SBBC to the Secretary, in a time and manner as designated by SBBC or the Secretary, for purposes of the Secretary determining SBBC's compliance with the Privacy Rule. Business Associate shall immediately notify SBBC upon receipt or notice of any request by the Secretary to conduct an investigation with respect to PHI received from SBBC.
- (i) Business Associate agrees to document any disclosures of PHI and information related to such disclosures that are not excepted under 45 C.F.R. § 164.528(a)(1) as would be reasonably required for SBBC to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.
- (j) Business Associate agrees to provide to SBBC or an Individual, in a time and manner designated by SBBC, information collected in accordance with paragraph (h) above, to permit SBBC to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.
- (k) Business Associate agrees to use or disclose PHI pursuant to the request of SBBC; provided, however, that SBBC shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by SBBC.

ARTICLE 2 – SPECIAL CONDITIONS

- (l) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI, or a Breach of Unsecured PHI, by Business Associate in violation of the requirements of this Agreement, the Privacy Rule, the Security Rule, the HITECH Act or HIPAA generally.
- (m) Business Associate shall provide SBBC with a copy of any notice of privacy practices it produces in accordance with 45 C.F.R. § 164.520, as well as any changes to such notice.

3. Permitted Uses and Disclosures of PHI by "Business Associate".

- (a) Except as otherwise limited in this Agreement, Business Associate may use or disclose PHI to perform functions, activities or services for, or on behalf of, SBBC as previously agreed to by the parties (the "Service Agreement") provided that such use or disclosure would not violate the Privacy Rule if done by SBBC.
- (b) Except as otherwise limited in this Agreement, Business Associate may use PHI for the proper management and administration of Business Associate and to carry out the legal responsibilities of Business Associate.
- (c) Except as otherwise limited in this Agreement, Business Associate may disclose PHI for the proper management and administration of Business Associate and to carry out the legal responsibilities of Business Associate if: (i) such disclosure is Required by Law, or (ii) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that such information will remain confidential and used or further disclosed only as Required by Law or for the purposes for which it was disclosed to the person, and the person agrees to notify Business Associate of any instances of which it is aware that the confidentiality of the information has been breached.
- (d) Except as otherwise limited in this Agreement, Business Associate may use PHI to provide Data Aggregation services to SBBC as permitted by 42 C.F.R. § 164.504(e)(2)(i)(B).

4. Obligations of SBBC Regarding PHI.

- (a) SBBC shall provide Business Associate with the notice of privacy practices that SBBC produces in accordance with 45 C.F.R. § 164.520, as well as any changes to such notice.
- (b) SBBC shall provide Business Associate with any changes in, or revocation of, authorization by an Individual to use or disclose PHI, if such changes affect Business Associate permitted or required uses and disclosures.
- (c) SBBC shall notify Business Associate of any restriction to the use or disclosure of PHI that SBBC has agreed to in accordance with 45 C.F.R. § 164.522.
- (d) SBBC and its representatives shall be entitled with ten (10) business days prior written notice to Business Associate to audit Business Associate from time-to-time to verify Business Associate compliance with the terms of this Agreement. SBBC shall be entitled and enabled to inspect the records and other information relevant to Business Associate compliance with the terms of this Agreement. SBBC shall conduct its review during the normal business hours of Business Associate, as the case may be, and to the extent feasible without unreasonably interfering with Business Associate normal operations.

ARTICLE 2 – SPECIAL CONDITIONS5. Security of Electronic Protected Health Information.

- (a) Business Associate has implemented policies and procedures to ensure that its receipt, maintenance, or transmission of “electronic protected health information” (as defined in 45 C.F.R. §160.103) (“ePHI”) on behalf of SBBC complies with the applicable administrative, physical, and technical safeguards required for protecting the confidentiality and integrity of ePHI under the Security Standards 45 C.F.R. Part 160 and 164 subpart C.
- (b) Business Associate agrees that it will ensure that agents or subcontractors agree to implement the applicable administrative, physical, and technical safeguards required to protect the confidentiality and integrity of ePHI under the Security Standards 45 C.F.R. Part 164.
- (c) Business Associate agrees to report to SBBC any Security Incident (as defined 45 C.F.R. Part 164.304) of which it becomes aware. Business Associate agrees to report the Security Incident to SBBC as soon as reasonably practicable, but not later than 10 business days from the date the Business Associate becomes aware of the incident.
- (d) SBBC agrees and understands that SBBC is independently responsible for the security of ePHI in its possession or for ePHI that it receives from outside sources including “Business Associate”.

6. Compliance with EDI Rule .

Business Associate agrees that, on behalf of SBBC, it will perform any transaction for which a standard has been developed under the EDI Rule that Business Associate could reasonably be expected to perform in the ordinary course of its functions on behalf of SBBC.

Business Associate agrees that it will comply with all applicable EDI standards. Business Associate further agrees that it will use its best efforts to comply with all applicable regulatory provisions in addition to the EDI Rule and the Privacy Rule that are promulgated pursuant to the Administrative Simplification Subtitle of HIPAA.

7. Subsequent Legislative or Regulatory Changes.

Any amendment to the laws or regulations affecting the Privacy Rule, Security Rule, the HITECH Act, or HIPAA in general shall be deemed to amend this Agreement to incorporate said changes without further action.

8. Amendment.

The parties agree to take any action necessary to amend this Agreement from time to time so that SBBC is in compliance with the Privacy Rule, the Security Rule, the HITECH Act and HIPAA in general. The parties may agree to amend this Agreement from time to time in any other respect that they deem appropriate. This Agreement shall not be amended except by written instrument executed by the parties.

9. Term and Termination.

- (a) *Term.* This Agreement shall be effective as of the Effective Date and shall terminate when the requirements of Section 9(d) below are satisfied. The rights and obligations of Business Associate under Section 9(d) shall survive termination of this Agreement.

ARTICLE 2 – SPECIAL CONDITIONS

- (b) *Termination.* This Agreement may be canceled by SBBC during the term thereof upon thirty (30) days written notice to Business Associate of SBBC's desire to terminate this Agreement.
- (c) *Termination for Cause by SBBC.* Upon SBBC's knowledge of a material breach by Business Associate, SBBC shall provide an opportunity for Business Associate to cure the breach. If Business Associate does not cure the breach within thirty (30) days from the date that SBBC provides notice of such breach to Business Associate, SBBC shall have the right to terminate this Agreement, the Service Agreement, or both, by providing thirty (30) days advance written notice of such termination to Business Associate.

SBBC may terminate this Agreement without penalty or recourse to SBBC if SBBC determines that Business Associate has violated a material term of this Agreement.

Upon Business Associate knowledge of a material breach by SBBC, for example, if SBBC makes illegal demands on Business Associate, Business Associate shall provide an opportunity for SBBC to cure the breach. If SBBC does not cure the breach within thirty (30) days of the date that Business Associate provides notice of such breach to SBBC, Business Associate shall have the right to terminate this Agreement, the Service Agreement, or both, by providing thirty (30) days advance written notice of such termination to Covered Entity.

- (d) *Effect of Termination.* Except as set forth in this Section 9(d), upon termination of this Agreement for any reason, at the request of SBBC, Business Associate shall return or destroy all PHI received from SBBC, or created or received by Business Associate on behalf of SBBC. Business Associate shall not retain any copies of the PHI. In the event that Business Associate determines that returning or destroying the PHI is infeasible, such as in the use of data aggregation, Business Associate shall provide to SBBC written notification of the conditions that make return or destruction infeasible. If the return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

10. Indemnification.

- (a) By SBBC: SBBC agrees to be fully responsible for its acts of negligence or its agent's acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.
- (b) By Business Associate: Business Associate agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery cost, court costs and all other sums which SBBC, its agents, servants and employees must pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods, or services furnished by Business Associate, its agents, servants or employees; the equipment of Business Associate, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of Business Associate agents when acting within the scope of their employment or agency, whether such claims, judgments, costs and expenses be for damages, damage to property including Business Associate property, and injury or death of any person whether employed by Business Associate, SBBC or otherwise.

ARTICLE 3 – GENERAL CONDITIONS**11. No Waiver of Sovereign Immunity.**

Nothing contained herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or as a waiver of limits to liability or rights existing under Section 768.28, Florida Statutes.

12. No Third Party Beneficiaries.

The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

13. Non-Discrimination.

The parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this Agreement because of race, age, religion, color, gender, national origin, marital status, disability or sexual orientation.

14. Records.

Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law.

15. Preparation of Agreement.

The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

16. Waiver.

The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

17. Compliance with Laws.

Each party shall comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

18. Binding Effect.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

ARTICLE 3 – GENERAL CONDITIONS19. Assignment.

Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

20. Force Majeure.

Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

21. Place of Performance.

All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

22. Notices.

When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving notice:

To SBBC: Superintendent of Schools
The School Board of Broward County, Florida
600 Southeast 3rd Avenue
Fort Lauderdale, FL 33301

With a Copy to:

(Insert Name of Relevant Administrator)

(Insert Name of Relevant Department)

(Address)

(Address)

Privacy Officer
Risk Management Department
The School Board of Broward County, Florida
600 S.E. 3rd Avenue, 11th Floor
Ft. Lauderdale, FL 33301

ARTICLE 3 – GENERAL CONDITIONSTo *[Insert Name]*:

(Name of Other Party)

(Address)

(Address)

With a Copy to:

(Name to be Provided by Other Party)

(Address)

*(Address)***23. Severability.**

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, unlawful, unenforceable or void in any respect, the invalidity, illegality, unenforceability or unlawful or void nature of that provision shall not affect any other provision and this Agreement shall be considered as if such invalid, illegal, unlawful, unenforceable or void provision had never been included herein.

24. Captions.

The captions, section numbers, title and headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

25. Authority.

Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement. The person signing on behalf of "Business Associate" has authority to bind "Business Associate" with respect to all provisions contained in this Agreement.

26. No Waiver of Rights, Powers and Remedies.

No failure or delay by a party hereto in exercising any right, power or remedy under this Agreement, and no course of dealing between the parties hereto, will operate as a waiver of any such right, power or remedy of the party. No single or partial exercise of any right, power or remedy under this Agreement by a party hereto, nor any abandonment or discontinuance of steps to enforce any such right, power or remedy, will preclude such party from any other or further exercise thereof or the exercise of any other right, power or remedy hereunder. The election of any remedy by a party hereto will not constitute a waiver of the right of such party to pursue other available remedies. No notice to or demand on a party not expressly required under this Agreement will entitle the party receiving such notice or demand to any other or further notice or demand in similar or other circumstances or constitute a waiver of the right of the party giving such notice or demand to any other or further action in any circumstances without such notice or demand. The terms and provisions of this Agreement may be waived, or consent for the departure there from granted, only by written document executed by the party entitled to the benefits of such terms or provisions. No such waiver or consent will be deemed to be or will constitute a waiver or consent with respect to any other terms or provisions of this Agreement, whether or not similar. Each such waiver or consent will be effective only in the specific instance and for the purpose for which it was given, and will not constitute a continuing waiver or consent.

ARTICLE 3 – GENERAL CONDITIONS27. Regulatory References.

A reference in this Agreement to a section in the Privacy Rule, the Security Rule, the HITECH Act, or HIPPA in general means the referenced section or its successor, and for which compliance is required.

28. Governing Law.

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.

29. Entire Agreement.

This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this Agreement. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

30. Interpretation.

Any ambiguity in this Agreement shall be interpreted in a manner that permits SBBC to comply with the Privacy Rule, Security Rule, the HITECH Act, HIPAA in general and any subsequent legislation or regulations otherwise affecting Business Associates.

IN WITNESS WHEREOF, the parties have executed this Business Associate Agreement as of the Effective Date.

THE SCHOOL BOARD OF BROWARD COUNTY

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

By_____

ATTEST:

Approved as to Form and Legal Content:

School Board Attorney

FOR BUSINESS ASSOCIATE

Witness

Signature

Witness

Name and Title

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by _____ who is personally known to me or who produced _____ as identification and who did / did not first take an oath this _____ day of _____, 20____.

My Commission Expires:

Signature – Notary Public

Notary's Printed Name

Notary's Commission No.

EXHIBIT A

NOTIFICATION TO THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
ABOUT A BREACH OF UNSECURED PROTECTED HEALTH INFORMATION

This notification is made pursuant to Section 2(d) of the Business Associate Agreement between THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA ("SBBC") and

_____ (Business Associate).

Business Associate hereby notifies SBBC that there has been a breach of unsecured (unencrypted) protected health information (PHI) that Business Associate has used or has had access to under the terms of the Business Associate Agreement.

Description of the breach: _____

Date of the breach: _____

Date of the discovery of the breach: _____

Number of individuals affected by the breach: _____

The types of unsecured PHI that were involved in the breach (such as full name, Social Security number, date of birth, home address, account number, or disability code): _____

Description of what Business Associate is doing to investigate the breach, to mitigate losses, and to protect against any further breaches: _____

Contact information to ask questions or learn additional information:

Name: _____

Title: _____

Address: _____

Email Address: _____

Phone Number: _____

ATTACHMENT N

M/WBE

- N 1 M/WBE Utilization Report
- N 2 Employment Diversity Statistics
- N 3 M/WBE Participation

Submit responses in Hard Copy and Electronic Version in a useable Microsoft Word format.

For your convenience, Attachments N1, N2 and N3 are also available as a separate downloadable document in a useable Microsoft Word format.

- N4 SBBC Diversity Policy 1.5 and Supplier Diversity and Outreach Policy 7007

Policies can be seen at website URL:

<http://www.broward.k12.fl.us/sbbcpolicies/docs/P7007.000.pdf>

- N5 M/WBE Vendor List

MWBE Vendors can be seen at website URL:

<http://www.broward.k12.fl.us/supply/vendors/MWBE.htm>

For your convenience, N4 and N5 are ONLY available through the above websites.

Proposer's Company Name: _____

Monthly M/ WBE Utilization Report

**The School Board of Broward County, Florida
Supplier Diversity and Outreach Program
7720 West Oakland Park Boulevard, Suite 323
Sunrise, FL 33351-6704**

754-321-0552

754-321-0534 FAX

1. Reporting Period From: _____ Reporting Period To: _____

This report is required by The School Board of Broward County, Florida. Failure to comply may result in the School Board commencing proceedings to impose sanctions on the Prime Vendor, in addition to pursuing any other available legal remedy. Sanctions may include the withholding of payments for work committed to M/ WBE participants, and a negative recommendation to award further contracts bid by The School Board of Broward County, Florida.

Prime Vendor Information

| NAME & ADDRESS OF PRIME VENDOR | CONTRACT AMOUNT (if applicable) | LENGTH OF CONTRACT | CONTRACT START DATE | CONTRACT END DATE | TOTAL % OR \$ AMOUNT TO MINORITY/ WOMEN |
|-----------------------------------------------------------------------------------------|------------------------------------|--------------------|---------------------|-------------------|-----------------------------------------|
| RFP Number: 12-005V | | | | | |
| RFP Title: Group Dental Insurance and Group Vision Insurance for School Board Employees | | | | | |

MINORITY/ WOMEN BUSINESS ENTERPRISE VENDOR INFORMATION

| NAME OF CERTIFIED M/WBE VENDOR | WORK DESCRIPTION | AMOUNT DRAWN/PAID TO VENDOR | AMOUNT FOR WORK PERFORMED DURING MONTH | AMOUNT PAID TO DATE | % of TOTAL PAID TO CONTRACT AMOUNT |
|--------------------------------|------------------|-----------------------------|----------------------------------------|---------------------|------------------------------------|
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

Company Official's Signature & Title:

Phone #: _____

Date: _____

Employment Diversity Statistics

Proposer's Company Name: _____

Provide the following employment diversity statistics by completing the chart below.

| JOB CATEGORIES | TOTAL | NON-HISPANIC WHITE | | NON-HISPANIC BLACK | | HISPANIC | | ASIAN | | AMERICAN INDIAN/ ALASKA NATIVE | |
|-----------------------------|-------|-----------------------|--------|-----------------------|--------|----------|--------|-------|--------|--------------------------------------|--------|
| | | Male | Female | Male | Female | Male | Female | Male | Female | Male | Female |
| Officials and Managers | | | | | | | | | | | |
| Professionals | | | | | | | | | | | |
| Technicians | | | | | | | | | | | |
| Sales Workers | | | | | | | | | | | |
| Office and Clerical | | | | | | | | | | | |
| Craft Workers (Skilled) | | | | | | | | | | | |
| Operatives (Semi-Skilled) | | | | | | | | | | | |
| Laborers (Unskilled) | | | | | | | | | | | |
| Service Workers | | | | | | | | | | | |
| TOTAL | | | | | | | | | | | |
| % of Total Workforce | | | | | | | | | | | |

M/WBE PARTICIPATION

Complete the following information on the proposed M/WBE participation on this contract.

Proposer's Company Name: _____

| M/WBE Firm Information | Scope and/or Nature of Work to be Performed by the M/WBE | % of M/WBE Participation | Actual Amount to be expended with M/WBE * |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------|--------------------------|-------------------------------------------|
| Firm Name: _____ Contact Person: _____ Address: _____ _____ Telephone No.: _____ Facsimile No.: _____ M/WBE Certification No.: _____ Certifying Agency Name: _____ Address: _____ _____ Telephone No.: _____ | | | |
| Firm Name: _____ Contact Person: _____ Address: _____ _____ Telephone No.: _____ Facsimile No.: _____ M/WBE Certification No.: _____ Certifying Agency Name: _____ Address: _____ _____ Telephone No.: _____ | | | |
| Firm Name: _____ Contact Person: _____ Address: _____ _____ Telephone No.: _____ Facsimile No.: _____ M/WBE Certification No.: _____ Certifying Agency Name: _____ Address: _____ _____ Telephone No.: _____ | | | |

* PLEASE INDICATE IF AMOUNT TO BE EXPENSED IS: PER YEAR ☐ - PER CONTRACT PERIOD ☐ OR OTHER ☐

ATTACHMENT N4

N4 - SBBC Diversity Policy 1.5 and Supplier Diversity and Outreach Policy 7007

Policies can be seen at web site URL: <http://www.broward.k12.fl.us/sbbcpolicies>

For your convenience, N4 is ONLY available through the
above website.

ATTACHMENT N5

N5 M/WBE Vendor List

M/WBE Vendors can be seen at website URL:

<http://www.broward.k12.fl.us/supply/vendors/MWBE.htm>

For your convenience, N5 is ONLY available through the above website.

ATTACHMENT O

Domestic Partners Policy

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
DOMESTIC PARTNER ENROLLMENT**

To Enroll a Domestic Partner:

Please complete, sign and have notarized the Domestic Partner Affidavit.

Provide the requested proof that you and your domestic partner live together and are financially interdependent.

Complete and sign the Domestic Partner Health Care Enrollment Statement.

Send the enrollment information to:

**Ms. Donna Mongston
Personnel Administrator III**

**School Board of Broward County, Florida
Benefits Department
7770 W. Oakland Park Blvd.
Sunrise, Florida 33351**

The School Board of Broward County, Florida

DOMESTIC PARTNER - Benefits Department

Employees eligible for Domestic Partner Benefits from The School Board of Broward County, Florida (SBBC) can include their eligible domestic partners as dependents under their SBBC medical, vision and/or dental insurance coverage. Any dependent children of an eligible domestic partner will also be eligible for coverage under these plans. However, domestic partners and their children will not be considered eligible dependents for purposes of Reimbursement Account participation and continuation of coverage (COBRA) in accordance with IRS rules.

NOTE:

If you and your domestic partner are both full-time SBBC employees, this provision does not apply to you. You must each enroll as an employee for health care benefits.

ELIGIBILITY

Domestic Partners

A domestic partner must be a person of at least eighteen years of age and not related to you by blood.

To be eligible for coverage, the domestic partner must be your "sole spousal equivalent". You both must live together in an exclusive, committed relationship and assume joint responsibility for your basic living expenses. You must share the same residence and intend to continue to do so indefinitely. Neither you or your domestic partner can be married, or have another domestic partner, or have had another domestic partner at any time during the twelve (12) months preceding enrollment for health care benefits. You must complete a Domestic Partner Affidavit affirming these eligibility requirements.

Children of Domestic Partners

Your domestic partner's children can be enrolled as your dependents. If you enroll those children, they must be your domestic partner's natural children, stepchildren, legally adopted or foster children, who are unmarried and under the age of 19, or are under age 26 and is/are full-time student(s) in an accredited educational institution. They must depend on you and your domestic partner for sole financial support and maintenance. (Dependents serving in the military service are not eligible.)

WHEN COVERAGE STARTS

You must enroll your domestic partner and your domestic partner's eligible children as your dependents within thirty-one (31) calendar days from the date you file your Domestic Partner Affidavit with the Benefits Department. Otherwise, you must submit satisfactory evidence of their insurability, in which case, their coverage will become eligible upon approval by the District of the evidence of insurability.

The actual effective date of your domestic partner and his/her children's coverage will be determined in accordance with SBBC's enrollment procedures.

COST OF COVERAGE

The contribution amount for adding your domestic partner and your domestic partner's children as dependents to your SBBC medical coverage is the same amount any employee would be required to pay to add a spouse and dependent children to his or her coverage. **Your contribution amount for dependent coverage will be deducted from your paycheck on a post-tax basis, for all plans in which the domestic partner and his/her dependents are enrolled.**

Taxable Income

Since the IRS does not recognize domestic partners and their children as dependents for federal income tax purposes, *SBBC will deduct the premium payments and the appropriate federal taxes from your paycheck.* These premium payments may be tax deductible. Consult your tax advisor.

Other Legal Consequences

Employees electing these benefits are advised to consult an attorney regarding the possibility that the filing of the Domestic Partner Affidavit may have other legal consequences. One consideration may be in the event of termination of the spousal equivalent relationship; a court may treat the relationship as the equivalent of marriage for the purpose of establishing and dividing community property, or for ordering payment of support.

WHEN COVERAGE ENDS

Coverage for your domestic partner or your domestic partner's children will end if:

- ✓ Your domestic partner dies; or
- ✓ The criteria for an eligible domestic partnership, as defined are no longer met.

You must notify The Benefits Department within thirty-one (31) calendar days if either of these event occurs.

You can file a Statement of Disenrollment of Domestic Partner at any time you wish to terminate coverage of your domestic partner and your domestic partners children.

You cannot file another Domestic Partner Affidavit for a new domestic partner for at least twelve (12) months from the time you file a Statement of Disenrollment of Domestic Partner.

You must notify The Benefits Department within thirty-one (31) calendar days after an eligible child no longer qualifies as an eligible dependent for medical, vision or dental coverage.

Remember benefits for eligible domestic partners apply to medical, vision, and dental insurance only.

Failure to notify The Benefits Department of a change in dependent coverage will result in premiums being deducted from your paycheck until the appropriate notification is provided.

ENROLLMENT INSTRUCTIONS

In order to enroll your domestic partner and/or your domestic partner's eligible children, you must complete and send Items 1 and 2 plus the additional requirements for group insurance benefits to The Benefits Department (Attention: Donna Mongston, Personnel Administrator III) as stated below.

- Item 1. Complete, sign and notarize the enclosed **Domestic Partner Affidavit**.
- Item 2. Provide proof that you and your domestic partner live together and are financially interdependent by submitting a copy of **at least one item** from each of the lists below.

LIST A

- ✓ Driver's Licenses showing the same address.
- ✓ Passports showing the same address.
- ✓ Mortgage documents showing both names.
- ✓ Lease showing both names.
- ✓ Deed showing both names.
- ✓ Utility bills showing both names.

LIST B

- ✓ Statement(s) from a joint checking account.
- ✓ Credit card(s) with the same account number for both names.
- ✓ Designations of each person as authorized signatures for a safe deposit box or joint wills.

Additional Requirement for Group Insurance Benefits

To enroll your domestic partner and your domestic partner's eligible children for Group Insurance Benefits, you must complete and sign the enclosed **Domestic Partner Health Care Enrollment Statement** and submit it along with your Benefits Enrollment Form. (The non-employee domestic partner and his/her dependents do not have rights to continue coverage under Federal or State Law.)

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
DOMESTIC PARTNER AFFIDAVIT**

I, _____, affirm under the penalty of perjury as follows:
(Name of Employee)

1. _____ is my domestic partner. By that, I mean that:
(Name of Domestic Partner)

- ☐ We are both at least 18 years old and competent to enter into a contract.
- ☐ We have for the last twelve (12) months been, in an intimate, committed relationship which we intend to remain permanent.
- ☐ We live together.
- ☐ We are not related.
- ☐ Neither of us is married to other people.
- ☐ We are financially interdependent; each of us is responsible for the expenses and financial obligations of the other.

2. I understand that any false statements in this affidavit could lead to, among other things, termination of Group Insurance benefits, employment discipline, not excluding discharge, and other consequences.

Executed at _____ this _____ day of _____, 20____
City State Date Month Year

Employee's Personnel Number

Employee's Signature

Employee's Name (please print)

Notary Public

State of Florida, County of Broward

Sworn to (or affirmed) and subscribed before me this _____ day of _____, 20____
Date Month Year

Signature of Notary: _____

Seal or Stamp

Name of Notary: _____

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
DOMESTIC PARTNER BENEFITS ENROLLMENT STATEMENT**

I wish to select the following benefits for my domestic partner. (Check all that apply)

Health Care Benefits

- ☐ Medical
☐ Dental
☐ Vision

I wish to enroll my domestic partner and his or her dependent children (listed on page 7), in the above SBBC benefit plans as the Domestic Partner of _____.
(Name of Employee)

I declare and acknowledge my understanding that:

- ✓ All group health care coverage is governed by the terms of the underlying plan(s).
- ✓ I have provided the documents establishing my Domestic Partner and I reside together and are financially interdependent.
- ✓ SBBC has no legal obligation to extend COBRA benefits to my domestic partner and her/his dependents.
- ✓ SBBC will deduct the premium payments and the appropriate federal taxes from my paycheck.
- ✓ I have an obligation to file a Statement of Disenrollment with The Benefits Department within thirty-one (31) calendar days of the death of my Domestic Partner.
- ✓ Regardless of whether the required Statement of Disenrollment has been filed, the effective termination date of coverage for my Domestic Partner and eligible dependents, will be the earliest of:
 - (a) The death of my Domestic Partner,
 - (b) The date on which I file a Statement of Disenrollment with the Benefits Department, or
 - (c) When the criteria for a Domestic Partnership relationship listed in the Domestic Partner Affidavit are no longer met by my Domestic Partner and me.

**COST AND TAX IMPLICATIONS OF ADDING
DOMESTIC PARTNER COVERAGE**

You are responsible for paying income tax for the cost of the insurance coverage(s) in which your domestic partner and/or domestic partner dependent(s) are enrolled. The applicable tax will be withheld from your paycheck.

I have submitted the appropriate enrollment form(s) under the desired underlying plan(s). I request the coverage I have selected be provided for: (check one)

- ☐ Myself and my Domestic Partner; or
- ☐ Myself and those children of my Domestic Partner or myself; (Eligibility requirements must be met.) or
- ☐ Myself, my Domestic Partner, and those children of my Domestic Partner or myself. (Eligibility requirements must be met.)

Please provide the following information about your Domestic Partner and/or your Domestic Partner's eligible children.

| Name (Last, First, MI) | Social Security Number | Date of Birth | Relationship |
|------------------------|------------------------|---------------|------------------|
| | | | Domestic Partner |
| | | | Child |
| | | | Child |
| | | | Child |
| | | | Child |

Note: You must submit a copy of each eligible child's birth certificate, adoption agreement, or proof of dependency.

I agree to pay by payroll deduction any contributions required for this coverage.

Date

Employee's Signature

Employee's Personnel Number

Employee's Name

Address

City State Zip Code

ATTACHMENT P

Guarantee Letter of Commitment and Guarantee Form

**Submit responses in Hard Copy and Electronic Version in a
useable Microsoft Word format.**

**For your convenience, Attachment P is also available as a
separate downloadable document in a useable Microsoft
Word format.**

GUARANTEE LETTER OF COMMITMENT

[Letterhead of Parent or Affiliated Company]

Date

Carol Barker, CPPB, Purchasing Agent IV
Supply Management and Logistics Department
The School Board of Broward County, Florida
7720 W. Oakland Park Blvd., Suite 323
Sunrise, FL 33351-6704

Re: RFP 12-005V – Group Dental Insurance and Group Vision Insurance for School Board Employees

Dear Ms. Barker:

I am authorized to commit _____ as the guarantor of the fulfillment and
performance of the terms and conditions of an Agreement between The School Board of Broward County, Florida and
_____, resulting from an award under RFP 12-005V – Group Dental Insurance and
_____,
[Name of Parent or Affiliated Company]
[Name of Proposer]
Group Vision Insurance for School Board Employees ("RFP")("Agreement").

A representative of _____ will be present at the meeting during
_____ which the Evaluation Committee will review proposals and make recommendations for award.
[Name of Parent or Affiliated Company]

_____ will execute a Guarantee of the Agreement
[Name of Parent or Affiliated Company]
using the Guarantee form contained in Attachment P to the RFP.

Sincerely,

Name of Authorized Representative

Title of Authorized Representative

GUARANTEE FORM**GUARANTEE**

WHEREAS, _____ ("Awardee") was successfully awarded a contract with The School Board of Broward County, Florida ("SBBC") pursuant to RFP No. 12-005V, Group Dental Insurance and Group Vision Insurance for School Board Employees ("RFP"); and

WHEREAS, Awardee met the Minimum Eligibility requirements set forth in Section 4.2.3 of the RFP based on the AM Best ratings of _____ ("Guarantor"), which is Awardee's [parent company/affiliate company]; and

WHEREAS, Awardee and SBBC entered into an Agreement pursuant to the RFP; and

WHEREAS, Section 4.2.3 of the RFP requires Guarantor to guarantee Awardee's fulfillment and performance of the terms and conditions of the Agreement.

NOW THEREFORE, Guarantor:

1. Irrevocably and unconditionally guarantees the fulfillment and performance of the terms and conditions of the Agreement.
2. Agrees that SBBC can treat both Guarantor and Awardee as jointly and severally responsible for the fulfillment and performance of the terms and conditions of the Agreement.
3. Agrees, that to the fullest extent permitted by applicable law, this Guarantee shall become effective on the effective date of the Agreement, and remain in full force and effect throughout the term of the Agreement, including any renewal periods and extensions provided for therein, and shall not be released, discharged, or in any way affected by:
 - (a) any voluntary or involuntary bankruptcy, insolvency, reorganization, or similar arrangement of the Guarantor;
 - (b) any merger or consolidation of Guarantor into or with any other corporation, or any sale, lease or transfer of any of the assets of Guarantor to any other person; or
 - (c) any change in the ownership of Awardee that affects the affiliation with Guarantor subsequent to the execution of the Agreement.
4. Agrees that the Guarantee shall be governed by and construed in accordance with the laws of the State of Florida.
5. Agrees that the provisions of this Guarantee are severable, so that in the event any provision or clause of this Guarantee conflicts with applicable law, such conflict shall not affect other provisions of this Guarantee which do not conflict with applicable law.

IN WITNESS WHEREOF, Guarantor has caused this Guarantee to be signed in the name of and on behalf of Guarantor by its authorized representative on this _____ day of _____, 2010.

By: _____

Print Name: _____

Title: _____

ATTACHMENT Q

Disclosure of Potential Conflict of Interest

Submit responses in Hard Copy and Electronic Version in a useable Microsoft Word format.

For your convenience, Attachment Q is also available as a separate downloadable document in a useable Microsoft Word format.

The School Board of Broward County, Florida
RFP 12-005V - Group Dental Insurance and Group Vision Insurance for School Board Employees

DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST

In accordance with General Condition 7.12, all Proposers must disclose with their RFP the name of any officer, director, agent, or employee who has a material interest or other potential conflict of interest in the Proposer’s firm who is also an employee of The School Board of Broward County, Florida. Disclosure of such potential conflict does not necessarily disqualify Proposer from participation. Under current statutes, employees are responsible for disclosure and subject to penalties as defined by law.

| Name of Employee | SBBC Title or Position | Type of Interest in Company |
|------------------|------------------------|-----------------------------|
| <hr/> | <hr/> | <hr/> |
| <hr/> | <hr/> | <hr/> |
| <hr/> | <hr/> | <hr/> |
| <hr/> | <hr/> | <hr/> |
| <hr/> | <hr/> | <hr/> |
| <hr/> | <hr/> | <hr/> |

I hereby affirm that all known persons who are employed by SBBC and who have a material interest or other potential conflict of interest in this company have been identified.

| | |
|-----------------------|------------------|
| <hr/> | <hr/> |
| Signature | Company Name |
| <hr/> | <hr/> |
| Name of Official | Business Address |
| <hr/> | |
| City, State, Zip Code | |

11/22/05

ATTACHMENT R

W-9 Form

| | | |
|--------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------|
| Form W-9 (Rev. October 2007) Department of the Treasury Internal Revenue Service | Request for Taxpayer Identification Number and Certification | Give form to the requester. Do not send to the IRS. |
| Print or type See Specific Instructions on page 2. | Name (as shown on your income tax return) | |
| | Business name, if different from above | |
| | Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ----- <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶ | |
| | Address (number, street, and apt. or suite no.) | Requester's name and address (optional) |
| | City, state, and ZIP code | School Board of Broward County, FL 7720 West Oakland Park Blvd., #323 Sunrise, Florida 33351 |
| | List account number(s) here (optional) | |

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

| |
|--------------------------------|
| Social security number |
| or |
| Employer identification number |

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

| | | |
|------------------|----------------------------|--------|
| Sign Here | Signature of U.S. person ▶ | Date ▶ |
|------------------|----------------------------|--------|

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). Check the "Limited liability company" box only and enter the appropriate code for the tax classification ("D" for disregarded entity, "C" for corporation, "P" for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line.

For an LLC classified as a partnership or a corporation, enter the LLC's name on the "Name" line and any business, trade, or DBA name on the "Business name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,
7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

| IF the payment is for . . . | THEN the payment is exempt for . . . |
|----------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------|
| Interest and dividend payments | All exempt payees except for 9 |
| Broker transactions | Exempt payees 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker |
| Barter exchange transactions and patronage dividends | Exempt payees 1 through 5 |
| Payments over \$600 required to be reported and direct sales over \$5,000 ¹ | Generally, exempt payees 1 through 7 |

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt payees, see *Exempt Payee* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

| For this type of account: | Give name and SSN of: |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------|
| 1. Individual | The individual |
| 2. Two or more individuals (joint account) | The actual owner of the account or, if combined funds, the first individual on the account ¹ |
| 3. Custodian account of a minor (Uniform Gift to Minors Act) | The minor ² |
| 4. a. The usual revocable savings trust (grantor is also trustee) | The grantor-trustee ³ |
| b. So-called trust account that is not a legal or valid trust under state law | The actual owner ¹ |
| 5. Sole proprietorship or disregarded entity owned by an individual | The owner ³ |
| For this type of account: | Give name and EIN of: |
| 6. Disregarded entity not owned by an individual | The owner |
| 7. A valid trust, estate, or pension trust | Legal entity ⁴ |
| 8. Corporate or LLC electing corporate status on Form 8832 | The corporation |
| 9. Association, club, religious, charitable, educational, or other tax-exempt organization | The organization |
| 10. Partnership or multi-member LLC | The partnership |
| 11. A broker or registered nominee | The broker or nominee |
| 12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments | The public entity |

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS personal property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.consumer.gov/idtheft or 1-877-IDTHEFT(438-4338).

Visit the IRS website at www.irs.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

ATTACHMENT S

Drug Free Workplace

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
SWORN STATEMENT PURSUANT TO SECTION 287.087, FLORIDA STATUTES, AS CURRENTLY ENACTED OR AS
AMENDED FROM TIME TO TIME, ON PREFERENCE TO BUSINESSES WITH DRUG-FREE WORKPLACE
PROGRAMS.

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to The School Board of Broward County, Florida,

by _____
 (Print individual's name and title)

for _____
 (Print name of entity submitting sworn statement)

whose business address is _____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____
 (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

I certify that I have established a drug-free workplace program and have complied with the following:

1. Published a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Informed employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Given each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notified the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five days after such conviction.
5. Will impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
6. Am making a good faith effort to continue to maintain a drug free workplace through implementation of this section.

Sworn to and subscribed before me this _____ day of _____, 20____. _____
 Personally Known _____
 OR Produced identification _____
 (Type of identification)

 (Signature)
 Notary Public - State of _____
 My commission expires _____

 (Printed, typed or stamped commissioned name of notary public)

FORM: #4530
 3/93

ATTACHMENT T

Statement of “No Response”

ATTACHMENT T, STATEMENT OF “NO RESPONSE”

If your company will not be submitting a response to this Request for Proposals, please complete this Statement of “No Response” Sheet and return, prior to the RFP due date established within, to:

The School Board of Broward County, Florida
Supply Management and Logistics Department
7720 West Oakland Park Boulevard, Suite 323
Sunrise, Florida 33351

This information will help The School Board of Broward County, Florida in the preparation of future RFPs.

RFP Number: _____ Title: _____

Company Name: _____

Contact: _____

Address: _____

Telephone: _____ Facsimile: _____ E-mail: _____

| | |
|---|---------------------------------------------------------------------|
| √ | Reasons for “NO Response”: |
| | Unable to comply with product or service specifications. |
| | Unable to comply with scope of work. |
| | Unable to quote on all items in the group. |
| | Insufficient time to respond to the Request for Proposals. |
| | Unable to hold prices firm through the term of the contract period. |
| | Our schedule would not permit us to perform. |
| | Unable to meet delivery requirements. |
| | Unable to meet bond requirements. |
| | Unable to meet insurance requirements. |
| | Other (Specify below) |

Comments:

Signature: _____ Date: _____