



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
William B. Harris, Jr. C.P.M, Director

www.browardschools.com

SCHOOL BOARD

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ROBERT W. RUNCIE
Superintendent of Schools

May 14, 2013

ADDENDUM NO. 4 RFP No. 14-004P GROUP MEDICAL BENEFITS FOR SBBC EMPLOYEES

CALLED FOR 2:00 P.M. ET, MAY 21, 2013.

TO ALL PROPOSERS:

Amend the above-referenced RFP in the following particulars only:

1. **DELETE** Page 4 of 30
INSERT Page 4 of 30 **-REVISED-**

The location for the June 26, 2013 Evaluation Committee review of Proposals has been changed.

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 14-004P, Proposer certifies acceptance of this Addendum.

Sincerely,

Carol E. Barker, CPPB
Manager, Purchasing Operations

3.0 CALENDAR

- April 4, 2013 Release of RFP 14-004P
- April 15, 2013 Written questions due in the Supply Management & Logistics Department
- May 21, 2013 Proposals due on or before 2:00 p.m. ET
in Supply Management & Logistics Department.
Proposal opening will be at:
7720 West Oakland Park Blvd., Suite 323,
Sunrise, Florida 33351-6704*
- June 26, 2013 Evaluation Committee reviews Proposals and makes
Recommendation for award.
Meeting to be held at 10:00 a.m.:
TSSC Annex
7770 West Oakland Park Boulevard
Sunrise, Florida 33351*
(in the lobby of the former Bank of America)
- July 18, 2013 Posting of Recommendation

* These are public meetings. SBBC prohibits any policy or procedure which results in discrimination on the basis of age, color, disability, gender identity, gender expression, national origin, marital status, race, religion, sex 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.



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Superintendent of Schools

May 3, 2013

ADDENDUM NO. 3
RFP No. 14-004P
GROUP MEDICAL BENEFITS FOR SBBC EMPLOYEES

CALLED FOR 2:00 P.M. ET, MAY 21, 2013.

TO ALL PROPOSERS:

Amend the above-referenced RFP in the following particulars only:

1. **DELETE ADDENDUM 1 cover page only**
INSERT ADDENDUM 1 cover page only –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 14-004P, Proposer certifies acceptance of this Addendum.

Sincerely,

Carol E. Barker, CPPB
Manager, Purchasing Operations



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ROBERT W. RUNCIE
Superintendent of Schools

April 25, 2013

ADDENDUM NO. 1 – REVISED - RFP No. 14-004P GROUP MEDICAL BENEFITS FOR SBBC EMPLOYEES

CALLED FOR 2:00 P.M. ET, MAY 21, 2013.

TO ALL PROPOSERS:

Amend the above-referenced RFP in the following particulars only:

1. **DELETE** Page i of i Pages
INSERT Page i of i Pages
DELETE Page 6 of 30 Pages
INSERT Page 6 of 30 Pages – **REVISED** –
DELETE ATTACHMENT B2 Part 1
INSERT ATTACHMENT B2 Part 1 – **REVISED** –
DELETE ATTACHMENT B2 Part 2
INSERT ATTACHMENT B2 Part 2 – **REVISED** -
2. **Answers to questions received.**
3. **Now Available in Word**

Pages 2 through 7
Pages 18 through 30
ATTACHMENT I – Sample Agreement
ATTACHMENT J – Sample HIPPA Business Agreement
ATTACHMENT N – Disclosure of Potential Conflict of Interest and Conflicting Employment or Contractual Relationship
ATTACHMENT P – Drug – Free Workplace
4. **Add Additional Attachment**

ATTACHMENT T – Coventry Utilization Report

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 14-004P, proposer certifies acceptance of this Addendum.

Sincerely,

Carol E. Barker, CPPB
Manager, Purchasing Operations



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ROBERT W. RUNCIE
Superintendent of Schools

April 26, 2013

ADDENDUM NO. 2
RFP No. 14-004P
GROUP MEDICAL BENEFITS FOR SBBC EMPLOYEES

CALLED FOR 2:00 P.M. ET, MAY 21, 2013.

TO ALL PROPOSERS:

Amend the above-referenced RFP in the following particulars only:

1. **Answer to Question 4 from Addendum 1.**

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 14-004P, proposer certifies acceptance of this Addendum.

Sincerely,

Carol E. Barker, CPPB
Manager, Purchasing Operations

➤ **QUESTION #4:**

In reference to Section 7.1 Please confirm that a carrier can add an affirmative statement to the indemnification section that the School Board of Broward County will always be responsible for benefit claim payment. Would the School Board be willing to accept the language below for the ASO contract, in lieu of the existing indemnification language:

In performing its obligations under this Agreement, "Carrier" neither insures nor underwrites any liability of the Employer or the Plan and acts only as the provider of the services described in this Agreement. "Carrier" will indemnify and hold the Employer harmless from and against all non-benefit costs, damages, judgments, and reasonable attorneys' fees and expenses which are attributable to:

- i. "Carrier's" gross negligence or intentional wrongdoing with respect to the administration of claims under the Employer's Plan;
- ii. the negligent or intentionally wrongful acts or omissions of medical providers if such providers are employees of "Carrier's" or its affiliates to the extent that such acts or omissions arise out of such provider's participation in "Carrier's" provider networks; and/or
- iii. the negligent or intentionally wrongful acts or omissions of "Carrier's" or its employees with respect to the performance of other network management responsibilities of "Carrier's" under this Agreement;
- iv. "Carrier's" negligent or intentional use or disclosure of protected health information in violation of the terms of the Privacy Addendum to this Agreement.

Notwithstanding the above, "Carrier's" duty to indemnify and hold Employer harmless shall not extend to acts or omissions of the Employer, its officers, directors, or employees or to acts or omissions of non-employee participating providers who provide services in any network for Employer's Plan hereunder.

ANSWER TO QUESTION #4:

No. SBBC is not willing to accept the language noted above.



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William B. Harris, Jr. C.P.M, Director

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April 25, 2013

ADDENDUM NO. 1 RFP No. 14-004P GROUP MEDICAL BENEFITS FOR SBBC EMPLOYEES

SCHOOL BOARD

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DELETE Page 6 of 30 Pages
INSERT Page 6 of 30 Pages – REVISED –
DELETE ATTACHMENT B2 Part 1
INSERT ATTACHMENT T B2 Part 1 – REVISED –
DELETE ATTACHMENT T B2 Part 2
INSERT ATTACHMENT T B2 Part 2 – REVISED -
2. Answers to questions received.
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ATTACHMENT I – Sample Agreement
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ATTACHMENT N – Disclosure of Potential Conflict of Interest and Conflicting Employment or Contractual Relationship
ATTACHMENT P – Drug – Free Workplace
4. Add Additional Attachment
ATTACHMENT T – Coventry Utilization Report

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 14-004P, proposer certifies acceptance of this Addendum.

Sincerely,

Carol E. Barker, CPPB
Manager, Purchasing Operations

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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 as of the opening date of the Proposal. The Proposer is responsible for providing the following information in its response. The Proposer must also include a statement of acknowledgment for each item below.
- 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 Proposer must share in the cost of providing the following services on an annual basis that include onsite EAP staff, onsite administrative staff, and a targeted onsite health and wellness program. The actual cost up to \$350,000 per year will be billed to the Medical Awardee(s) on a pro-rated basis the first year and thereafter pro-rated between Medical Awardee(s) based on employee participation as determined by the enrollees on January 1st of each year.
- 4.2.4 Proposers offering self funded medical plan administration will have onsite staffing at SBBC for member services (nine hours per day, five days per week) including computer terminals to be installed at SBBC's Benefits Department for medical claims, data inquiries, and verification of employee eligibility to support the members enrolled in your plan, at no additional cost to SBBC. Currently, Coventry maintains 6 full-time employees onsite at SBBC Benefits Department. Awardee(s) must maintain 6 full-time onsite employees at SBBC Benefits Department.
- 4.2.5 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 R 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.
- 4.2.6 If Proposer is not rated by AM Best or the AM Best rating is below A- / VI and cannot be met through 4.2.5, Proposer **must** submit three (3) years of **independent audited** financial statements.

**ATTACHMENT B2 Part 1–REVISED -
Medical Claims Reporting**

**ATTACHMENT B2 Part 2 –REVISED -
Medical Claims Reporting**

➤ **QUESTION #1:**

I have been asked if it is possible to obtain pages 1 - 7 and pages 19-33 of the PDF RFP file in a word format. Our proposal unit is looked for a non-scanned PDF version if the word version is not available.

ANSWER TO QUESTION #1:

Section 1.0 Required Response Form (Page 1 of the RFP) is only available in a PDF version and cannot be released in a Microsoft Word version. Requested pages 2 (beginning with Section 2.0) through page 7 (ending with Section 4.0) and pages 18 (beginning with Section 6.0) through page 30 (ending with Section 7.0) of the RFP are being made available via DemandStar in a Word version.

➤ **QUESTION #2:**

Will you consider a carrier as compliant to this RFP if they provide a bundled bid with only one plan benefit excluded - for example pharmacy is excluded but medical, behavioral, wellness and DM are included?

ANSWER TO QUESTION #2:

Yes.

➤ **QUESTION #3:**

Will you consider a carrier as compliant if we provide tiered fees based on enrollment size if the business is awarded to multiple?

ANSWER TO QUESTION #3:

Attachment E question 5 of the RFP allows each Proposer to provide both sole carrier and multiple carrier ASO fees or make a statement that the ASO fees are the same for both sole carrier and multiple carriers.

➤ **QUESTION #4:**

In reference to Section 7.1 Please confirm that a carrier can add an affirmative statement to the indemnification section that the School Board of Broward County will always be responsible for benefit claim payment. Would the School Board be willing to accept the language below for the ASO contract, in lieu of the existing indemnification language:

In performing its obligations under this Agreement, "Carrier" neither insures nor underwrites any liability of the Employer or the Plan and acts only as the provider of the services described in this Agreement. "Carrier" will indemnify and hold the Employer harmless from and against all non- benefit costs, damages, judgments, and reasonable attorneys' fees and expenses which are attributable to:

- i. "Carrier's" gross negligence or intentional wrongdoing with respect to the administration of claims under the Employer's Plan;
- ii. the negligent or intentionally wrongful acts or omissions of medical providers if such providers are employees of "Carrier's" or its affiliates to the extent that such acts or omissions arise out of such provider's participation in "Carrier's" provider networks; and/or
- iii. the negligent or intentionally wrongful acts or omissions of "Carrier's" or its employees with respect to the performance of other network management responsibilities of "Carrier's" under this Agreement;
- iv. "Carrier's" negligent or intentional use or disclosure of protected health information in violation of the terms of the Privacy Addendum to this Agreement.

Notwithstanding the above, "Carrier's" duty to indemnify and hold Employer harmless shall not extend to acts or omissions of the Employer, its officers, directors, or employees or to acts or omissions of non-employee participating providers who provide services in any network for Employer's Plan hereunder.

ANSWER TO QUESTION #4:

This question will be answered at a later date.

➤ **QUESTION #5:**

What services are included in capitation for the claim period 1/1/2012 through 12/31/2012?

ANSWER TO QUESTION #5:

Capitation for 2012 included Chiropractic, Durable Medical Equipment, Home Health, Labs, Ophthalmology, Optometry, and some Primary Care Physicians.

➤ **QUESTION #6:**

Is the \$350,000 described in section 4.2.3 inclusive of the 6 full time onsite service reps requested in section 4.2.4?

ANSWER TO QUESTION #6:

No, the \$350,000 is in addition to the 6 full-time onsite service representatives that are outlined in Section 4.2.4 of the RFP. Currently the \$350,000 is used to fund the SBBC wellness targeted onsite health and wellness program, to staff EAP onsite SBBC employees and onsite SBBC administrative staff.

➤ **QUESTION #7:**

Section 4.2.3 requires Awardee(s) to share equally in staffing costs up to \$350,000 in the first year. Potentially, an Awardee with 5% of the membership could be required to contribute 50% of this expense, placing an undue burden on that Awardee. Would SBBC reconsider this requirement and make it a pro-rated cost in the first year?

ANSWER TO QUESTION #7:

In accordance with Section 4.2.3, these costs will be split among the Medical Awardee(s) only. Yes, refer to revised Page 6 of 30 of this Addendum for revised language on a pro-rated basis for the first year and thereafter meaning the Awardee(s) will contribute to this expense based on the enrollment.

➤ **QUESTION #8:**

Section 4.2.4 requires that Awardee(s) must maintain six (6) full-time employees at SBBC benefits department. Does this requirement apply to all Awardee(s) regardless of enrollment? Or is this meant to be shared by all Awardee(s), and if so, on what basis?

ANSWER TO QUESTION #8:

This requirement is intended to be shared by all Awardee(s) including carve-out vendors with each Awardee providing, at a minimum, one full-time, onsite customer service representative. In addition, each Medical Awardee will be required to provide an additional onsite full-time customer service representative per additional 5,000 employees enrolled in the plans or any portion thereof.

➤ **QUESTION #9:**

Does the School Board currently have an EAP baked into the Behavioral Health coverage and if so, what is covered and how many visits?

ANSWER TO QUESTION #9:

SBBC has an internal Employee Assistance Program (EAP) that provides an extensive medical/bio/psychosocial intake assessment, referral and case management for SBBC employees, their family members and retirees. Under the current contract a covered employee or dependent can access inpatient and outpatient individual, marital and family counseling; residential/inpatient, detoxification, and intensive outpatient for alcohol and substance abuse care. Due to the Mental Health Parity and Addiction Equity Act there are no limits on the number of visits for mental health services.

➤ **QUESTION #10:**

How is the scoring for 5.1 # D determined? Is there a requirement for a specific percentage of the ASO fees be tied to MBWE vendors for scoring purposes?

ANSWER TO QUESTION #10:

Points are allocated by each voting committee member based on the Proposers responses to each of the sections submitted in Attachment L of the RFP. There is not a specific percentage requirement for M/WBE vendors.

➤ **QUESTION #11:**

Please describe what services are billed and coordinated by the medical vendor for FRS (section 4.6.1#4)

ANSWER TO QUESTION #11:

Awardee(s) will assist and coordinate retirees with arranging direct deductions for monthly premiums out of the their retirement check, annual changes and any cancellation. Awardee(s) collect payments and remit all monies to SBBC on a monthly basis with an attached reconciliation of all such monies.

➤ **QUESTION #12:**

What are the current Retirement Incentive programs and can you confirm what billing and coordination of services is expected from the administrative services vendor?

ANSWER TO QUESTION #12:

Currently, the only ongoing Retirement Incentive Program is the Retirement Assistance Program (RAP) which is closed to new enrollees. Currently, SBBC provides all direct billing and remittal for these retirees. At the sole option of SBBC, additional Retirement Programs can be offered.

➤ **QUESTION #13:**

Page 24, Attachment H Administrative Service Charges. What is meant by "direct cost RFP" and what does it cover?

ANSWER TO QUESTION #13:

Direct Cost RFP means the cost associated with the target wellness program, the SBBC onsite staff for EAP and administrative staff and the six full-time, onsite Coventry employees.

➤ **QUESTION #14:**

Does the School Board currently have any disease management programs? If so, what are they and what is the PEPM cost?

ANSWER TO QUESTION #14:

Yes, the following disease management programs are included in the ASO fees and are not broken out separately. These programs include Asthma, Diabetes, COPD, CHF, Chronic Kidney and CAD. In addition, Coventry also has utilization management programs such as, but not limited to, Radiology, Oncology, and High-Risk Pregnancy.

➤ **QUESTION #15:**

How many employees require direct billing?

ANSWER TO QUESTION #15:

Currently, there are approximately 1,550 members that are on a direct-bill status. These include FMLA, personal leaves, workers compensation, and RIP/RAP (which are billed by the SBBC and represent approximately 250 of the 1,550) over-age dependents, FRS Retirees and COBRA are billed by Coventry.

➤ **QUESTION #16:**

The RFP states that you would like 1 Original Hard Copy, 1 Electronic Copy, 1 Additional CD and 30 Copies including any supplemental information/marketing materials. Are the 30 Copies supposed to be all on CD? Or were you looking for 30 Hard Copies? Due to the size of the samples and marketing materials, can we provide on CD?

ANSWER TO QUESTION #16:

The 30 hard copies are to be paper copies.

➤ **QUESTION #17:**

The proposal contains some MBWE items. Are you looking for an exact % to be met? Or are you looking for a good faith effort?

ANSWER TO QUESTION #17:

SBBC is looking for the Proposer to provide the actual percentage and dollar amount to be spent with a specific M/WBE vendor. Monthly utilization reports will be submitted with the exact amount for work performed during that month. It is expected that you will meet the percentage of M/WBE participation that you state in the Proposal.

➤ **QUESTION #18:**

Does an officer need to sign all forms? Or can someone with authority to bind the company sign?

ANSWER TO QUESTION #18:

An authorized representative of the company that has the authority to bind the company must sign.

➤ **QUESTION #19:**

The RFP references Attachment B2, Medical Claims Repricing, but we have now received this file. Please send us the file/worksheet.

ANSWER TO QUESTION #19:

Attachment B2 is an Excel file only available through DemandStar's website and has been available since the release of the RFP on April 5, 2013.

➤ **QUESTION #20:**

Pharmacy Repricing in Attachment C is requested in question #27 under PBM Questionnaire, however, we are unable to locate "Attachment C". Can you please provide it?

ANSWER TO QUESTION #20:

Attachment C is an Excel file available through DemandStar's website and has been available since the release of the RFP on April 5, 2013.

➤ **QUESTION #21:**

Please provide the name of the current EAP vendor and the length of time they have administered the EAP.

ANSWER TO QUESTION #21:

SBBC maintains an internal EAP program and has done so since 1984.

➤ **QUESTION #22:**

What is your current plan design (Please indicate telephonic, number of sessions, work/life/ legal/financial)

ANSWER TO QUESTION #22:

Once an intake assessment is completed, primary referral is made to an in-network provider and initial authorization is obtained (12 sessions valid for one year). If additional sessions are needed, the provider would submit a treatment plan and if medically necessary additional visits are authorized by insurance behavioral health carrier. The EAP provides referrals for other services as deemed necessary and requested by the client during the intake assessment.

➤ **QUESTION #23:**

What has been the average membership for the last 3 years?

ANSWER TO QUESTION #23:

There is no membership in the EAP. EAP services all 26,000 employees, their family members and SBBC retirees.

➤ **QUESTION #24:**

Provide the utilization of the EAP over the last 3 years including the total number of face to face sessions and total utilization including phone inquiries. Also provide total "open cases", closed cases, average length of session, and common presenting problems.

ANSWER TO QUESTION #24:

The EAP does not provide ongoing sessions. Once the intake assessment has been completed and referral made to in-network provider, they provide the ongoing sessions. The EAP conducts intake assessments for an average of 749 members annually and case management for each of these clients average 6-8 months. Common presenting problems are stress, anxiety, depression, family, workplace issues, and addictions.

➤ **QUESTION #25:**

What is the total number of onsite support services received in each of the last three years, including critical incident and employee and employer training?

ANSWER TO QUESTION #25:

The EAP conducts critical incident debriefings as requested by the locations. Due to collective bargaining, attendance at trainings at school locations can no longer be required during Teacher Planning days as had been the past practice. Administrative/Supervisory consultations are done as needed over the phone.

➤ **QUESTION #26:**

Describe any current work/life services arrangement, if applicable. Who is the carrier? What is the current fee? What services are provided?

ANSWER TO QUESTION #26:

There are no current work/life services arrangements.

➤ **QUESTION #27:**

What are your communication requirements for EAP distribution (frequency and manner)?

ANSWER TO QUESTION #27:

There are no communication requirements for EAP distribution. The EAP distributes an annual letter from the Superintendent of Schools to all employees describing EAP services, and provides relevant mental health related articles for the SBBC internal 411 Newsletter.

➤ **QUESTION #28:**

What needs have not been met by the current carrier?

ANSWER TO QUESTION #28:

None

➤ **QUESTION #29:**

What are your current and renewal rates, if willing to share?

ANSWER TO QUESTION #29:

The ASO fees are outlined in Attachment H on page 24 of the RFP for both 2013 and 2014.

➤ **QUESTION #30:**

Are smoking cessation drugs currently covered?

ANSWER TO QUESTION #30:

Yes, the medications that are listed on the formulary are covered. Current plans include a 90-day supply once per calendar year and twice per lifetime.

➤ **QUESTION #31:**

Can you please provide clarification regarding what “Tier 1a and Tier 1b” copays are for retail and mail? In other words, what is the difference between Tier 1a and Tier 1b?

ANSWER TO QUESTION #31:

Attachment C2 of the RFP outlined the medications that are covered under tier 1A; generally other generics not listed on Attachment C2 are covered under Tier 1B. Tier 1A retail is covered at a \$3 copay and is covered at a \$6 mail order copay. The Tier 1B retail is covered at a \$10 copay and is covered at a \$20 copay mail order.

➤ **QUESTION #32:**

Please provide a detailed Pharmacy Claim file that includes:

- Dispense date
- Mail/retail indicator
- Brand/generic indicator
- 11-digit drug NECK
- Pharmacy NAB or NAPE number
- Days supply
- Quantity
- Claim or RX number

ANSWER TO QUESTION #32:

This data was included in Attachment C of the RFP as a separate downloadable Excel file.

➤ **QUESTION #33:**

Is Coventry current administrator for COBRA as well?

ANSWER TO QUESTION #33:

Coventry outsources this service to a third party vendor to provide the COBRA administration.

➤ **QUESTION #34:**

Average number of COBRA members per month.

ANSWER TO QUESTION #34:

On average, there are approximately 100 members on COBRA.

➤ **QUESTION #35:**

Average number of initial COBRA notices per month.

ANSWER TO QUESTION #35:

SBBC provides this service.

➤ **QUESTION #36:**

Average number of COBRA Qualifying Event Notices per month.

ANSWER TO QUESTION #36:

During the school year, the average is approximately 40 per month and, during the summer months; SBBC has experienced a spike due to budgetary restraints. For 2012, the July number was 264 and for August the number was 129.

➤ **QUESTION #37:**

Are current COBRA fees available?

ANSWER TO QUESTION #37:

There are no fees for COBRA administration or services; these are included in the overall ASO fees.

➤ **QUESTION #38:**

Attachment A1 Self-Funded Questionnaire - #271 (p.31)- clarification needed. Please explain what is meant by provider engagement. Is this question duplicating # 270?

ANSWER TO QUESTION #38:

This is not a duplication of question 270. How many providers are engaged means the number of providers that are contacted when potential fraud and abuse is identified.

➤ **QUESTION #39:**

Attachment A1 Self-Funded Questionnaire - #272 (p.31)-clarification needed. Refers to prior question for 'claims identified’. Is this question duplicating #270 and #271 to determine number of providers involved with fraudulent claims?

ANSWER TO QUESTION #39:

This question is not duplicating questions 270 and 271. Question 272 of the RFP is asking that you express the number of physicians from Question 271 in the RFP as a percent of your total in network providers.

➤ **QUESTION #40:**

Attachment A1 Self-Funded #93 (p.12) – clarification needed as the wording is unclear regarding 'products to make ACOs'. Please explain what you mean by 'products you expect to make ACOs (Accountable Care Organizations).

ANSWER TO QUESTION #40:

The intent is for the Proposer to list all plans/networks that will contain an ACO option.

➤ **QUESTION #41:**

4.6 Scope p.9 – please provide # of qualified personnel and frequency of attendance expected in meetings.

ANSWER TO QUESTION #41:

As needed, depending upon the scope of the meeting.

➤ **QUESTION #42:**

P.10-please provide examples of what is intended by 'all communication materials. (ID cards, member handbooks, COC is mentioned in the following question, so please provide specifics on what is intended to be mailed directly to employee's homes).

ANSWER TO QUESTION #42:

Examples are materials such as marketing materials, flyers, letters, any employee communications in addition to ID cards, COC, member handbooks, enrollment materials, etc.

➤ **QUESTION #43:**

Attachment H - Addendum A - page 7 - section 2.8 - Audits - Would SBBC be willing to agree to only a claims audits?

ANSWER TO QUESTION #43:

Currently, SBBC has the right to conduct a wide range of audits and prefers to maintain similar options.

➤ **QUESTION #44:**

Attachment H - Addendum A - page 12 - section 3.9.1, 3.9.2, 3.9.3 - banking process and funding of account for claims payment. Is there flexibility to use a different process?

ANSWER TO QUESTION #44:

Yes, SBBC is flexible on the process, with mutual agreement between Awardee(s) and SBBC.

➤ **QUESTION #45:**

For SBBC's BAA - Would SBBC allow the claims administrator to incorporate the vendors standard business processes into the agreement?

ANSWER TO QUESTION #45:

Within Section 4.6 on page 11 of the RFP, the Proposer should indicate: can comply; can comply with deviations; or cannot comply in this section regarding the Business Associate Agreement. This will be considered during the evaluation process.

➤ **QUESTION #46:**

The Affordable Care Act (ACA) impacts benefit design. SBBC current designs have maximum out of pockets that do not consider prescription drug copayments. In 2014, all cost share must go toward maximum out of pocket. In order to offset the additional claims cost to SBBC to be compliant, does SBBC want the carriers to offset the cost by adjusting the maximum out of pocket or would SBBC come up with a standard for all carriers?

ANSWER TO QUESTION #46:

Carriers should base their responses on the existing benefits outlined in the RFP. Any changes will be negotiated.

➤ **QUESTION #47:**

Under the Financial response forms, instructions were given to include in the administrative fee, run out administration. Please define length of time for run out i.e. 6 months, 9 months other?

ANSWER TO QUESTION #47:

Bidders should assume that all run-out will be included in the administrative fee with no limit on the duration of the run-out period.

➤ **QUESTION #48:**

Currently the cost associated with 4.2. are not included in the administrative fee. Is it the intent of the SBBC to include cost associated with 4.2 minimum requirements in the administrative fee?

ANSWER TO QUESTION #48:

The costs are outlined in Attachment H on page 24 referred to as Direct Cost RFP for these services broken out as a separate fee.

➤ **QUESTION #49:**

Please resend Sections 6 and 7 in Microsoft Word format. Some of the information was cut off when PDF was created.

ANSWER TO QUESTION #49:

Section 6.0 and Section 7.0 of the RFP will also be made available in Word through DemandStar.

➤ **QUESTION #50:**

Please confirm the number of children represented in the claims file.

ANSWER TO QUESTION #50:

Attachment G shows the number of children in the Kids plans experience files. There total number of children covered in the regular plans is shown in Attachment F of the RFP. Attachment B2 (the re-pricing file) includes claims for children, but we did not tabulate the number of children.

➤ **QUESTION #51:**

Please explain the definitions for the tiers on the pharmacy formulary.

ANSWER TO QUESTION #51:

The HMO plans have a 3-tier formulary (generic, preferred brand, non preferred brand), but the generic tier is split between tier 1A and tier 1B. Tier 1A includes a number of preventive generic drugs listed in Attachment C that are available for a \$3 copay at retail and a \$6 copay for mail order. All other generic drugs have a \$10 copay at retail and a \$20 copay for mail order.

HMO High and HMO Low Adult Plans

Tier One 1A – Subset of the preferred generics medications

Tier One 1B – Preferred generic

Tier 2 – Preferred brand

Tier 3 – Non-Preferred generic and brand

Consumer-Driven and High PPO Adult Plans

Tier 1 – Preferred generic

Tier 2 – Preferred brand

Tier 3 – Non-Preferred generic and brand

Kids Basic

Tier 1 – Preferred generic

Tier 2 – Preferred brand

Kids Enhanced

Tier 1 – Preferred generic

Tier 2 – Preferred brand

Tier 3 - Non-Preferred generic and brand

➤ **QUESTION #52:**

What does RAP stand for on the census data vs. the pay direct?

ANSWER TO QUESTION #52:

RAP is the Retirement Assistance Program for retirement incentive programs and SBBC pays the cost for the employee only coverage for medical insurance.

➤ **QUESTION #53:**

Census enrollment does not match up to the most recent month of claims experience. Whereas the Active/Retiree/COBRA census enrollment counts tie back to the 25,630 HMO/Consumer Driven/PPO subscribers in the last month of claims experience, there are a total of 2,848 subscribers shown in the 12/2012 experience for the Kids-Only Basic and Enhanced plans versus 3,512 lives in the Kids-only census. As the Kids-only census appears to reflect only members, subscriber data by tier is needed for these dependents

ANSWER TO QUESTION #53:

The January 2013 enrollment in the Kids Plans is as follows:

Age	Tier	Basic	Enhanced
0-4	1 child	178	2
	2 children	6	0
	3+ children	0	0
	Total	184	2
5+	1 child	1200	521
	2 children	563	96
	3+ children	80	8
	Total	1843	625

➤ **QUESTION #54:**

The 307 FMLA/Worker's Comp/RAP subscribers don't appear to be reflected in claims experience. Are they to be included in coverage?

ANSWER TO QUESTION #54:

These are included in the claims data and are not broken out separately. Yes, they are to be included in the coverage.

➤ **QUESTION #55:**

Please provide the claims file that include Tax ID numbers.

ANSWER TO QUESTION #55:

Both Tax ID numbers and NPI numbers have been added to the Revised medical re-pricing file Attachment B2.

➤ **QUESTION #56:**

Can we please receive 12 months of complete claims data to pursue a Rx only quote that contains the following fields: NABP#, NDC#, Quantity Dispensed, Days Supply, and Fill Date and provide an indicator in the claims file with drug tier.

ANSWER TO QUESTION #56:

Attachment G of the RFP contains two years of data. Attachment C1 contains 6 months of pharmacy claim data with the requested fields for the repricing purpose. We believe this is sufficient for pharmacy vendors to prepare their Proposals.

➤ **QUESTION #57:**

Please define your tiering options for the drug list currently utilized.

ANSWER TO QUESTION #57:

The HMO plans have a 3-tier formulary (generic, preferred brand, non preferred brand), but the generic tier is split between tier 1A and tier 1B. Tier 1A includes a number of preventive generic drugs listed in Attachment C that are available for a \$3 copay at retail and a \$6 copay for mail order. All other generic drugs have a \$10 copay at retail and a \$20 copay for mail order.

HMO High and HMO Low Adult Plans

Tier One 1A – Subset of the preferred generics medications

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Tier 2 – Preferred brand

Tier 3 – Non-Preferred generic and brand

Consumer-Driven and High PPO Adult Plans

Tier 1 – Preferred generic

Tier 2 – Preferred brand

Tier 3 – Non-Preferred generic and brand

Kids Basic

Tier 1 – Preferred generic

Tier 2 – Preferred brand

Kids Enhanced

Tier 1 – Preferred generic

Tier 2 – Preferred brand

Tier 3 - Non-Preferred generic and brand

➤ **QUESTION #58:**

What drug list would the School Board prefer that HPS quote on, a Rx2, Rx 4 or a Rx3?

a. Rx2 = two tiered plan (Tier 1-generic Tier 2-Brand)

b. Rx3 = three tiered plan (Tier 1-generic Tier 2-Preferred lower cost Brands Tier 3-Non-Preferred higher cost Brands and Specialty drugs)

c. Rx4 = four tiered plan (Tier 1-lowest cost generics and some lowest cost Brands Tier 2-higher cost generics and preferred lower cost Brands Tier 3-Non-Preferred higher cost Brands and even some high cost generics Tier 4-Specialty drugs and other highest cost drugs)

ANSWER TO QUESTION #58:

SBBC is seeking the most cost-effective programs and allows the Proposers to bid on alternative options.

➤ **QUESTION #59:**

Please complete the attached Non Disclosure Agreement (NDA) for access to HPS' MAC List.

ANSWER TO QUESTION #59:

SBBC is not able to sign the Non-Disclosure Agreement (NDA).

➤ **QUESTION #60:**

Also, can you explain the difference between questions #11 and #12 on Attachment A-2? They seem to be asking the same thing, if the intent was to have #11 correspond with the NDC's submitted for question #9, and for question #12 to correspond with the NDC's in question #10? Is one asking for Open Network pricing and the other one for the Closed Network?

ANSWER TO QUESTION #60:

In Attachment A-2 - Question 10 relates to the pharmacies in your standard pharmacy network. Question 11 relates to any custom network you offer that may exclude a major chain and/or independent pharmacies while offering more attractive pricing.

➤ **QUESTION #61:**

Would the school board like to see a Medicare integrated option with the commercial medical as well as Medicare stand-alone option?

ANSWER TO QUESTION #61

Yes.

➤ **QUESTION #62:**

Can you confirm that no commissions are payable?

ANSWER TO QUESTION #62

No commissions are paid currently.

➤ **QUESTION #63:**

Is it possible to get claims experience for the Medicare eligible population broken out from the rest of the claims experience?

ANSWER TO QUESTION #63

Attachment G contains the membership, fee for service medical, and pharmacy claims for all members aged 65 and over for 2011 and 2012. This exhibit does not distinguish between active and retired employees – that split is not available at this time.

➤ **QUESTION #64:**

Can you tell us what method of Medicare Coordination Coventry currently uses?

ANSWER TO QUESTION #64

➤ **QUESTION #65:**

Census clarification: the retiree tab shows approximately 160 people age 65+ which seems low for a school board of this size, while under the active tab it shows over 1,100 people age 65+ which seems high to me. Can we get clarification on who the Medicare eligible retirees are? (by eligible I am referring to eligible via retirement and/or disability as the commercial plan is still primary for post 65 active employees).

ANSWER TO QUESTION #65

Attachment F within the tab labeled COBRA/Retirees are the retirees. Within the tab labeled Active these are still working employees. Retirees pay the entire premium upon retirement, so very few continue coverage upon becoming Medicare eligible.

➤ **QUESTION #66:**

Do all the Medicare eligible currently have both Medicare parts A and B? If not is there a way to determine who does (or doesn't)?

ANSWER TO QUESTION #66

Coventry sends a questionnaire to all Medicare Eligible members for COB of plans. Absent Medicare information, Coventry pays as primary and upon receiving Medicare information recovers costs.

➤ **QUESTION #67:**

What is the current contribution rate for the School Board? Premium vs. FSR.

ANSWER TO QUESTION #67

The School Board retirement contribution rate is 5.18% of an employee's salary on a monthly basis to FRS. SBBC does not contribute any dollars toward medical premiums for retirees, except for RIP/RAP. FRS provides a health insurance subsidiary for eligible members up to a maximum of \$150 per month. SBBC provides a \$609.28 per month contribution towards medical coverage for all eligible employees.

➤ **QUESTION #68:**

Are you asking that Humana not change rates based on member eligibility?

ANSWER TO QUESTION #68

This question could not be answered due to being an incomplete question.

➤ **QUESTION #69:**

Please clarify the format in which you want your electronic version of the RFP. We need SBBC to specify what you want in the 2 electronic version of the CD that Carriers are required to submit. The original electronic version will have various file type, including Word, Excel, PDF, etc. Is the 2nd CD limited to word documents only since it specifies MS Word 6.0 or higher?

ANSWER TO QUESTION #69

The electronic versions are to be in a useable MS version of 6.0 or higher in both Word and Excel formats. The two electronic versions should be identical.

➤ **QUESTION #70**

4.2.3 Clarifying this minimum criterion does SBBC intend to make a slice offering or do you prefer a single carrier solution?

ANSWER TO QUESTION #70

SBBC, at its sole discretion, reserves the right to award to either a single Awardee or multiple Awardee(s).

➤ **QUESTION #71**

Is the dependent eligibility audit covered by Coventry? If not, who is the vendor providing this service?

ANSWER TO QUESTION #71

SBBC currently conducts an age eligibility audit and is seeking for the Awardee(s) to conduct a comprehensive dependent eligibility audit.

➤ **QUESTION #72**

Is your current pharmacy discounts and dispensing fees arrangement on a Pass Through or Traditional model?

ANSWER TO QUESTION #72

The pharmacy model can best be described as a traditional model.

➤ **QUESTION #73**

Attachment H shows a Retail Brand Dispensing Fee Guarantee of .07? Is this accurate? If so, is this \$0.07 dispensing fee per brand script?

ANSWER TO QUESTION #73

Dispensing fee for retail brand of \$1.07 per script as outlined in Attachment H of the RFP.

➤ **QUESTION #74:**

Does your current pharmacy arrangement include a dispensing fee for retail generic prescriptions?

ANSWER TO QUESTION #74

Yes, it is \$1.10 per retail generic script.

➤ **QUESTION #75:**

4.8 M/WBE - Please provide the current M/WBE firms that are supporting the current Coventry contract. Please provide the most recent M/WBE utilization report.

ANSWER TO QUESTION #75

Refer to Attachment T Current Coventry M/WBE Utilization Report of the Addendum for this information.

➤ **QUESTION #76:**

5.1 Please clarify the scoring points for the evaluation

ANSWER TO QUESTION #76

Outlined in Section 5.0 is a breakdown of the points assigned to each category, which is as follows:

Category	Maximum Points
Experience and Qualifications	30
Scope of Services	30
Cost of Services	30
Supplier Diversity & Outreach Program	
Participation	4
Diversity	3
Community Outreach	3

➤ **QUESTION #77:**

Please provide Most recent 24 months of prescription drug claim experience (on a monthly basis) broken out for post-65 retirees only- containing allowed, retiree cost share (copays, ded, etc) by month and plan paid claims with corresponding monthly membership. Please include plan design changes and dates of plan design changes

ANSWER TO QUESTION #77

Refer to Question 63 of this Addendum. We are unable to identify claims separately for Medicare retirees at this time.

➤ **QUESTION #78:**

Please provide current value of the RDS subsidy amounts on a pmpm basis.

ANSWER TO QUESTION #78

The most recent plan year for which the Medicare part D subsidy has been received is 2011. For 2011, the Board received a subsidy of just over \$43,000 on an average eligible population of approximately 70 members. The subsidy average approximately \$51 per eligible member per month.

➤ **QUESTION #79:**

Please provide Member level claim line detail report broken out for post-65 retirees only that contains the following information: member ID, script count, days supply, NDC code, formulary tier, prescription filled date, generic/brand indicator, retail/mail indicator, ingredient cost, dispensing fee, member cost share, quantity dispensed.

ANSWER TO QUESTION #79

Refer to Question 63 of this Addendum. We are unable to identify claims separately for Medicare retirees at this time.

➤ **QUESTION #80:**

Please provide Most recent 24 months of medical claims experience (on a monthly basis) broken out for post-65 retirees only - containing allowed, retiree cost share (copays, ded, etc) and plan paid claims with corresponding monthly membership. Please include plan design changes and dates of plan design changes.

ANSWER TO QUESTION #80

Refer to Question 63 of this Addendum. We are unable to identify claims separately for Medicare retirees at this time.

➤ **QUESTION #81:**

Please provide the last two years of Coventry's clinical program summary reports.

ANSWER TO QUESTION #81

In 2012, SBBC was fully insured and this data is confidential to Coventry.

➤ **QUESTION #82:**

Attachment C2 is a list of Coventry's Generic Tier 1A drugs. Is there a question or a response related to this attachment?

ANSWER TO QUESTION #82

Informational data to identify medications on the Tier 1A program and would be needed for the re-pricing data contained in Attachment C2

➤ **QUESTION #83:**

Please provide the following attachments need to be in an editable format: C2, H, I, J, K, L4, L5, M, N, O, P.

ANSWER TO QUESTION #83

Attachment C2, H, K, L4, L5, M, and O are not available in a editable format.
Attachment I, J, N and P will be made available in Word through DemandStar.

➤ **QUESTION #84:**

Attachment A1 Question 161 - Can your claims adjudication process block J Codes (except for neoplastic drugs from oncologist/hematologists) from processing? How does your organization propose to educate your network on this process? We just want to confirm that this question is a specific question related to the coverage of J codes?

ANSWER TO QUESTION #84

Yes.

➤ **QUESTION #85:**

Page 10 of 30 Does this requirement include general member communication only or does it include member specific correspondence?

ANSWER TO QUESTION #85

Refer to Question 42 of this Addendum.

➤ **QUESTION #86:**

Page 11 of 30 There will be no balance billing to any SBBC member above and beyond the contracted fees. Please describe how SBBC currently handles balance billing above the contracted fees? Is your current method acceptable?

ANSWER TO QUESTION #86

For the in-network providers, the members are held harmless. For out-of-network providers, Coventry negotiates fees that are above the contracted fees with the providers.

➤ **QUESTION #87:**

Section 2.0 Introduction and General Information Page 6 1st and 2nd paragraph. Will SBBC enroll members via paper application, electronically or both?

ANSWER TO QUESTION #87

Electronic enrollment is used for open enrollment and new hires. Change in status and transition from active status to retirees' status during the year are conducted via paper enrollment.

➤ **QUESTION #88:**

Please provide the Cafeteria Plan benefits.

ANSWER TO QUESTION #88

Health insurance deductions for eligible members are included in the Cafeteria plan.

Health, Dental, Vision, Life, Disability, Flexible Spending Accounts and Cancer.

SBBC provides each eligible employees a \$300 per year benefit that can be used to purchase additional or enhanced benefits.

➤ QUESTION #89:

There is a statement "Awardee(s) will facilitate, collect and administer all HealthCare reform fees (such as transitional reinsurance program fees) at no cost SBBC." Does that mean the Awardee can/cannot expect SBBC to fund the fees or are the fees to be included in the cost of administration the Awardee charges?

ANSWER TO QUESTION #89

SBBC will fund the fees due to HealthCare Reform, but does not wish to pay administration charges/fees to the Awardee(s) to track, reconcile and/or transmit fees to appropriate parties.

➤ QUESTION #90:

Can you please clarify "Up front benefit allowance" at the top of the "Consumer Driven Plan"?

ANSWER TO QUESTION #90

Up front benefit allowance is first dollar coverage for medical service through participating providers only and is limited to \$500 per calendar year. This benefit allowance does not apply to member copays, mental health, substance abuse and/or Rx.

➤ QUESTION #91:

Kids Plan – Is it a requirement for the subscriber to be enrolled? Are they covered up to age 26? How would the Administrative fees be applied to these child(ren) only policies? From a family perspective, how are deductibles and out of pocket calculated if the policies are split? In the case where the spouse elects a different plan, how are the fees calculated? In this case does the family deductible and out of pocket apply?

ANSWER TO QUESTION #91

Yes, it is a requirement for the employee to be enrolled in the adult plans to enroll a child in the Kids plans.

Yes, the child can remain in the Kids plan up to age 30.

SBBC is charged a ASO for the first child enrolled in the Kids plan, there is no additional ASO fees charged for each additional children for the same family. However, Kids over the age of 26 to 30 are each charged a ASO fee.

The plans are not linked to one another.

Currently, the spouses are not allowed to elect a different plan then the employees. However, if both are employees of SBBC, then each can elect their own plan as employee only coverage.

➤ **QUESTION #92:**

Is this RFP for total replacement or will multiple carriers be selected?

ANSWER TO QUESTION #92

At the sole discretion of SBBC, SBBC reserves the right to contract for one or more plans independently from vendor(s) or contract for multiple plans from the same vendor(s).

➤ **QUESTION #93:**

Attachment A1 Geo Access Summary: Do the maps need to be run by county or by zip code? If by zip code, are the maps displayed in aggregate or by individual zip code? How do you define Pediatrician? Is it just the Pediatric specialty or does it include the Pediatric sub specialties such as Pediatric Surgery, etc.? How do you define OB/GYNs?

ANSWER TO QUESTION #93

The preference is by individual zip codes, it is only the pediatricians and does not include sub-specialty. OB/GYN excludes any sub-specialty.

➤ **QUESTION #94:**

Please describe the difference between "SBBC reserving the right to contract for one or more plans independently" (Section 2.1) and "If the Committee's evaluation results in a tie in the total score between two or more Proposals, the award will be decided by a coin toss" (Section 5.3)

ANSWER TO QUESTION #94

The two Sections do not have any correlation. The coin toss is used if during the evaluation process there is a tie in the number of points assigned. The coin toss would determine the top-ranked Proposer. Section 2.1 allows SBBC the right to contract with one or more vendor(s).

ATTACHMENT T

Coventry Utilization Report



THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

7720 WEST OAKLAND PARK BOULEVARD, SUITE 323, SUNRISE, FLORIDA 33351-6704 • TEL 754-321-0501

SUPPLY MANAGEMENT & LOGISTICS
WILLIAM B. HARRIS, JR., C.P.M., DIRECTOR
www.browardschools.com

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ROBERT W. RUNCIE
Superintendent of Schools

April 4, 2013

Dear Prospective Proposers

**SUBJECT: Instructions to Proposers
Request for Proposals (RFP) 14-004P Group Medical Benefits 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 Medical Benefits 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 SBBC 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 & 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 S, 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 & 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.

Sincerely,

Carol E. Barker, CPPB
Manager, Purchasing Operations

REQUEST FOR PROPOSALS (RFP)
RFP 14-004P
GROUP MEDICAL BENEFITS FOR SCHOOL BOARD
EMPLOYEES



RFP Release Date: April 4, 2013

Written Questions Due: On or Before April 15, 2013
in Supply Management & Logistics Department

Proposals Due:* On or Before 2:00 p.m. ET
May 21, 2013 in Supply Management &
Logistics Department

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
Supply Management & 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 identity, gender expression, national origin, marital status, race, religion, sex 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.

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	Attachment Q – Performance Standards / Guarantees	
	Attachment R – Guarantee Letter of Commitment and Guarantee Form	
	Attachment S – Statement of “No Response”	

REQUEST FOR PROPOSALS (RFP) 14-004P
1.0 REQUIRED RESPONSE FORM

RELEASE DATE: April 4, 2013

TITLE: Group Medical Benefits for School Board Employees

This Proposal must be submitted to the Supply Management & 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 May 21, 2013 and plainly marked RFP 14-004P, Group Medical Benefits for School Board Employees. Proposals received after 2:00 p.m. EST on date due will not be considered.

One complete, original hard copy and one complete, original electronic version (both clearly marked as "original"). Both the hard copy and electronic Proposal originals will constitute the original governing documents. One additional electronic version in Microsoft Word 6.0 or higher on CD/diskette and 30 copies (which must be identical to the original Proposals, including any supplemental information/marketing materials), of the RFP Proposal, including this **REQUIRED RESPONSE FORM** (Page 1 of RFP 14-004P), must be fully executed and returned on or before 2:00 p.m. ET on date due to the Supply Management & Logistics Department in accordance with the submittal requirements. In the case of any discrepancy between the original Proposal and the copies, the original will be the governing document. In the case of any omission from one of the original documents, we will consider the information included in the other original 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 (COMPANY) 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: _____

E-MAIL ADDRESS TO SEND PURCHASE ORDERS TO: _____

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 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, its principals, or their lobbyists has not offered campaign contributions to School Board Members or offer contributions to School Board Members for campaigns of other candidates for political office during the period in which the Proposer is attempting to sell goods or services to the School Board. This period of limitation of offering campaign contributions shall commence at the time of the "cone of silence" period for any solicitation for a competitive procurement as described by School Board Policy 3320, Part II, Section HH as well as School Board Policy 1007, Section 5.4 - Campaign Contribution Fundraising. 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. Proposer agrees to complete and unconditional acceptance of the contents of Pages 1 through 29 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.

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 Administration Services Only (ASO) for SBBC medical plan offerings and pharmacy carve-out options for School Board Employees as described herein.

SBBC is the sixth largest school district in the United States and has approximately 26,500 active, full-time employees and retirees. All full-time employees are eligible to participate including active employees, dependents, retirees, retirees' dependents, and domestic partners.

SBBC currently is self-funded for both the medical and pharmacy benefits through Coventry and offers their employees multiple plan options. SBBC offers a High Option Open Access HMO, a Low Option Open Access HMO, a High Option PPO and a Consumer Driven Option that currently does not meet HSA/HRA criteria. In addition to the above-mentioned plans, SBBC offers a Kids Basic and Enhanced Plan Option that provides coverage for Kids Only. Each of the options run on a calendar year plan year (Plan Year). There are 2,768 children currently enrolled in the Basic Kids Plan and 742 children enrolled in the Enhanced Kids Plan. SBBC Kids Plans are unique to SBBC and are fully paid for through employee contributions. Pharmacy benefits are currently included within the existing ASO agreement. SBBC currently does not carry specific or aggregate reinsurance coverage and is not requesting reinsurance quotes within this RFP.

SBBC has offered a Group Kids Plan since 1995 that is available to individual children of SBBC employees and domestic partners. Children are eligible for the Kids Plan, only if the employee is enrolled in one of SBBC's medical plans. SBBC has included, in Attachment D, the current plan designs of all existing plan options; however, for the plan year beginning January 1, 2014, SBBC will no longer offer the High Option PPO. Proposers should identify any existing SBBC benefits, benefit limitations or system limitations that the Proposer cannot administer on the current plan designs. Any changes to plan designs are subject to labor negotiations. In addition, the Proposer may provide alternative plan design options that will provide cost savings both to the Board, employees and dependents, and retirees such as HMOs, POS, PPOs and high-deductible plan options that are HSA/HRA eligible. Further, the Proposer may offer plan design options that can be added as alternatives to the offered benefits for pre/post 65 retirees and their dependents. SBBC is also considering additional non-standard wellness benefits that can be included at no additional cost, such as gym memberships/incentives, Health Risk Assessment (HRA) completion and wellness coaching.

SBBC is seeking Proposals from interested parties to offer a self-funded program that includes pharmacy benefits and, in addition, SBBC will also consider Proposals from pharmacy benefit companies to carve-out the pharmacy benefits. At the sole discretion of SBBC, SBBC reserves the right to contract for one or more plans independently or contract for multiple plans from the same vendor(s). The Proposers are requested to quote on a self-funded option only. 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 programs being proposed. Proposers who do not provide the requested information "will" be negatively impacted during the evaluation process.

SBBC will contract directly with insurance companies, pharmacy benefit managers and health maintenance organization providers. SBBC will not contract with independent agents or independent third parties acting as agent or broker. All Proposers must comply with all applicable Florida Statutes.

SBBC reserves the right to negotiate services and benefits each Plan Year, including but not limited to:

- Carving out pharmacy benefits
- Carving out wellness and disease management programs
- Developing creative programs with local hospital systems including possible direct contracting and shared savings
- Using high performance networks
- Carving out behavioral health
- Using Accountable Care Organizations (ACO's) or similar models/programs
- Redesign of benefit plans, contributions models, etc.

2.0 INTRODUCTION AND GENERAL INFORMATION (Continued)

For 2013, SBBC contributes a flat dollar amount to each employee to use towards the medical premium equivalents. The 2013 flat dollar amount is \$609.28 per month. The amount for 2014 has not been determined. SBBC, at its sole option, can change/modify the current contributions strategy and distribution among the tiers. Employees pay all premium equivalents that exceed the flat dollar amount. SBBC remits its portion over a 12-month period. Any amounts above SBBC's portion are remitted based on the employee's work calendar (i.e., 18, 20 or 24 payroll deductions) on a self-bill basis.

SBBC permits employees to opt out of the self-funded program and provides \$750 to be spent in the Cafeteria plan. Currently, there are approximately 1,460 employees that opt out of the SBBC coverage. SBBC, at its sole option, can change/modify the current opt out funding.

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

- 2.2 **Questions And Interpretations:** Any questions concerning any portion of this RFP must be submitted, in writing, to **Carol Barker, Manager, Purchasing Operations, Supply Management & 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 & 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 & Logistics Department, in writing, **on or before April 15, 2013**. 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, 2014 or date of award, whichever is later, and continuing through December 31, 2016**. The term of the contract may, by mutual agreement between SBBC and the Awardee, upon the Superintendent's Insurance Advisory Committee's approval, be extended for two additional one-year periods. If needed, upon SBBC's sole option after the initial or any one-year renewal option, an extension of 180 days beyond the expiration date of the renewal period at the same rates/fees as the previous 12-month period. Supply Management & Logistics Department, will, if considering renewing, request a letter of intent to renew from each Awardee, prior to the end of the current contract period. The Awardee will be notified when the recommendation has been acted upon by SBBC. All prices shall be firm for the term of the contract. 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

- April 4, 2013 Release of RFP 14-004P
- April 15, 2013 Written questions due in the Supply Management & Logistics Department
- May 21, 2013 Proposals due on or before 2:00 p.m. ET
in Supply Management & Logistics Department.
Proposal opening will be at:
7720 West Oakland Park Blvd., Suite 323,
Sunrise, Florida 33351-6704*
- June 26, 2013 Evaluation Committee reviews Proposals and makes
Recommendation for award.
Meeting to be held at 10:00 a.m.:
Kathleen C. Wright Administration Center, Board Room
600 SE Third Avenue
Fort Lauderdale, Florida 33301*
- July 18, 2013 Posting of Recommendation

* These are public meetings. SBBC prohibits any policy or procedure which results in discrimination on the basis of age, color, disability, gender identity, gender expression, national origin, marital status, race, religion, sex 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 SBBC: Superintendent of Schools
SBBC
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

With a Copy to: Executive Director, Benefits & EEO Compliance
SBBC
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 as of the opening date of the Proposal. The Proposer is responsible for providing the following information in its response. The Proposer must also include a statement of acknowledgment for each item below.
- 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 Proposer must share in the cost of providing the following services on an annual basis that include onsite EAP staff, onsite administrative staff, and a targeted onsite health and wellness program. The actual cost up to \$350,000 per year will be billed to the Medical Awardee(s) on an equal basis the first year. Thereafter it will be pro-rated between the Awardee(s) based on employee participation as determined by the enrollees on the last month of the preceding contract year thereafter that this contract is in effect.
 - 4.2.4 Proposers offering self-funded medical plan administration will have onsite staffing at SBBC for member services (nine hours per day, five days per week) including computer terminals to be installed at SBBC's Benefits Department for medical claims, data inquiries, and verification of employee eligibility to support the members enrolled in your plan, at no additional cost to SBBC. Currently, Coventry maintains six (6) full-time employees onsite at SBBC Benefits Department. Awardee(s) must maintain six (6) full-time onsite employees at SBBC Benefits Department.
 - 4.2.5 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 R, 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.
 - 4.2.6 If Proposer is not rated by AM Best or the AM Best rating is below A- / VI and cannot be met through 4.2.5, Proposer **must** submit three (3) years of **independent audited** financial statements.

4.0 INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL

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.
- 4.3.5 Complete and return, with your Proposal, Attachment N of the RFP.

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 contained in Attachment A of this RFP. The Questionnaire 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 2012, the total cost for the survey was \$15,000.			
Accept SBBC's self-billing statement. The process is as follows: On the summary page of the report, total employee fees will be reflected as well as the number of employees by plan in each level of coverage (i.e., employee only, employee + 1 or family). Refunds will be made provided written termination is received from SBBC no later than sixty (60) days after the effective date of the change.			
Provide direct billing and FRS coordination for retirees, retiree dependents, and employees on leave of absence, overage dependents, Retirement Incentive Programs (RIP/RAP) and COBRA to SBBC. Remit all collected monies to SBBC with supporting documents on a monthly basis.			

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

	Yes, Can Comply	Yes, Can Comply But With Deviations	No, Cannot Comply
Provide full COBRA and HIPAA administration services.			
If Awarded to more than one Awardee and the administration services provided by the separate Awardee is terminated, cancelled, or discontinued during the term of the contract; then, at the sole discretion and option of SBBC, the remaining Awardee(s) shall cover and accept any and all SBBC employees and their dependents at the ASO fees set forth in the Agreement.			
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 2012, the total cost was approximately \$500.			
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 2012 open enrollment period, there were 20 meetings. The total cost for 2012 open enrollment materials was \$15,000 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.			
Provide dedicated personnel for billing and reconciliation at a minimum of once monthly for onsite and reporting meetings.			
During the first year of the contract, perform a full dependent Eligibility Audit at no cost to SBBC, including the verification of all existing dependents' eligibility (requesting and verifying all documentation from each dependent), request documentation and verification of data for all change in status requests, and request documentation and verification of all new hires throughout the year.			

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

	Yes, Can Comply	Yes, Can Comply But With Deviations	No, Cannot Comply
Your self-funded fee quotation shall include a minimum fee guarantee period of 36 months for all administrative costs. Additional fee guarantees are encouraged.			
Formulary Changes - Annually provide SBBC with at least a 60-day written notice prior to January 1 st of any changes for upcoming Plan Year, (except in cases where the drug is removed from the Food and Drug Administration approved listing). Said 60-day notice is to commence when received in SBBC's Benefits Department. The Awardee(s) shall also notify each contracted physician of changes as well as provide this information in their quarterly newsletter to members.			
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).			
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, as requested by employee 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.			
If SBBC carved out the pharmacy program, would you be willing to allow the pharmacy information on your medical ID card?			
You are required to maintain compliance with applicable Federal guidelines for ADEA, Medicare, HIPAA, PPACA, and COBRA, as well as all Florida-mandated benefits.			
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.			
The Contract situs will be the State of Florida.			
No currently covered members will lose coverage as a result of a change in vendor.			

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

	Yes, Can Comply	Yes, Can Comply But With Deviations	No, Cannot Comply
Awardee(s) agree to accept the terms contained in SBBC's Agreement as outlined in Attachment I. Describe any and all deviations in detail.			
Awardee(s) agree to accept the terms contained in SBBC's Business Associate Agreement as outlined in Attachment J. Describe any and all deviations in detail.			
Awardee(s) agree to provide an extension of 180 days beyond the expiration date of the renewal period at the same rates/fees as the previous 12-month period. As outlined in Section 2.3 of the RFP.			
Provide SBBC with a minimum of 60 days notice for any voluntary or non-voluntary hospital terminations, provider terminations and/or ancillary terminations.			
Awardee(s) will develop and provide the Summary of Benefits and Coverage for each plan annually.			
There will be no balance billing to any SBBC member above and beyond the contracted fees.			
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.			
Awardee(s) must have systems that support timely resolution of member complaints.			
Provide a quarterly data dump of all claims data and eligibility data to SBBC designated Consultant, Actuary or other vendor hired by SBBC at no cost to SBBC.			
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.			
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, Medicare Part D, Reporting, Customer Service, Reconciliations and Other Services necessary to facilitate transition.			

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

	Yes, Can Comply	Yes, Can Comply But With Deviations	No, Cannot Comply
<p>Work cooperatively with SBBC, as requested, in providing complete accurate claims and eligibility data:</p> <ol style="list-style-type: none"> 1. For an annual audit by a Third Party auditing firm hired by SBBC; and 2. With carve-out Awardee(s); and 3. For regulatory filings (such as the State of Florida 112.08 and GASB 45); and 4. For Medicare Part D attestation by SBBC's Actuary; and 5. For the Retiree Drug Subsidy submission to CMS on a monthly basis; and 6. For any governmental request for data or audit (e.g., Medicare, Medicaid); and 7. Dependent Eligibility Verification; and 8. Collection of dependent SSN data as needed for CMS. 			
<p>The Awardee(s) shall agree to provide approval for a 60-day supply of prescription medication to those members leaving the service area for an extended time period, which shall be defined as a period exceeding 30 days. This approval shall be given in a manner sufficient to ensure the employee's ability to obtain said 60-day supply of medication before he or she leaves the service area.</p>			
<p>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.</p>			
<p>Will you accept full delegation of fiduciary responsibility?</p>			
<p>Awardee(s) will facilitate, collect and administer all HealthCare Reform fees (such as transitional reinsurance program fees) at no cost SBBC.</p>			
<p>Will you facilitate appeals, including compliance with PPACA's external review process and use of Independent Review Organizations?</p>			

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

4.6 Scope of Services Provided (Continued):

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 Attachment E, 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 L3
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 L3
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 L3
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 L3).				
The Awardee will be required to submit a monthly M/WBE utilization report (see Attachment L3) 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 Supplier Diversity & Outreach Program 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> SBBC recognizes that diversity is important in providing competent services in an inclusive setting (see SBBC Diversity Policy 1.5 and Supplier Diversity & Outreach Policy 7007, Attachment L4). As part of your Proposal, describe the following: 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 L2). 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> 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. 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 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. Supplier Diversity & Outreach Program	
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 waiving 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 If the Committee's evaluation results in a tie in the total score between two or more Proposals, priority shall be given to Proposers in the following sequence:

- Proposer that has the highest number of points within the Scope of Services scoring section;
- Proposer that has the highest number of points within the Cost of Services scoring section;
- Proposer that has the highest number of points within the Experience and Qualifications scoring section;
- Proposer that has the highest number of points within the Supplier Diversity and Outreach Program scoring section;
- If application of the above criteria does not indicate a priority for award, the award will be decided by a coin toss. The coin toss shall be held publicly either in the Supply Management & Logistics Department or the location where the RFP Evaluation takes place. The vendors with the same scores will be invited to be present as witnesses.

5.4 Based upon Section 5.1, the Committee, at its sole discretion, may commence negotiations with selected Proposer(s). The Committee reserves the right 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(s), 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, or the Superintendent may choose to return the recommendation to the Committee for further deliberations consistent with the RFP.

5.0 EVALUATION OF PROPOSALS (Continued)

- 5.5 **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 SBBC 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 SBBC Attorney will be submitted to SBBC for final approval.

Approval shall not be a guarantee of business, a guarantee of specified volume of service or minimum dollar revenue to be received on this contract.

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, May 21, 2013 at the following address in order to be considered:

SUPPLY MANAGEMENT & LOGISTICS DEPARTMENT
SBBC
7720 West Oakland Park Boulevard, Suite 323
Sunrise, Florida 33351-6704

Attention: RFP 14-004P – Group Medical Benefits For School Board Employees

- 6.2 One complete, original hard copy and one complete, original electronic version (both clearly marked as "original"). Both the hard copy and electronic Proposal originals will constitute the original governing documents with an original manual signature (blue ink preferred). Proposer should also submit one additional electronic version in Word 6.0 or higher on CD/diskette along with 30 additional copies of Proposal. The Proposal containing the original manual signature (blue ink preferred) and the electronic version should be clearly identified as the original Proposals. In the case of any discrepancy between the original Proposal and the copies, the original Proposal will be the governing document. In the case of any omission from one of the original documents, we will consider the information included in the other original 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:**

MINIMUM INSURANCE REQUIREMENTS

- 6.4.1 **GENERAL LIABILITY:** Limits not less than \$1,000,000 per occurrence for Bodily Injury/ Property Damage; \$1,000,000 General Aggregate. Limits not less than \$1,000,000 for Products/Completed Operations Aggregate.
- 6.4.2 **WORKER'S COMPENSATION:** Florida Statutory limits in accordance with Chapter 440; Employer's Liability limits not less than \$100,000/\$100,000/\$500,000 (each accident/disease-each employee/disease-policy limit).
- 6.4.3 **PROFESSIONAL LIABILITY:** Limits not less than \$1,000,000 per occurrence covering services provided under this contract. Deductible shall not exceed \$25,000.
- 6.4.4 **AUTO LIABILITY:** Owned, Non-Owned and Hired Auto Liability with Bodily Injury and Property Damage limits of not less than \$1,000,000 Combined Single Limit.
If Awardee does not own any vehicles, hired and non-owned automobile liability coverage in the amount of \$1,000,000 will be accepted. In addition, an affidavit signed by the Awardee must be furnished to SBBC indicating the following:
_____(Awardee Name) does not own any vehicles. In the event insured acquires any vehicles throughout the term of this agreement, insured agrees to provide proof of "Any Auto" coverage effective the date of acquisition. (Fax affidavit with Certificate of Insurance to SBBC Risk Management at 866-897-0424.)

6.0 SPECIAL CONDITIONS

6.4 INSURANCE REQUIREMENTS (Continued):

- 6.4.5 **ACCEPTABILITY OF INSURANCE CARRIERS:** The insurance policies shall be issued by companies qualified to do business in the State of Florida. The insurance companies must be rated at least A- VI by AM Best or Aa3 by Moody's Investor Service.
- 6.4.6 **VERIFICATION OF COVERAGE:** Proof of the required insurance must be furnished by an Awardee to SBBC Risk Management Department by Certificate of Insurance within 15 days of notification of award. All certificates (and any required documents) must be received and approved by SBBC before any work commences to permit Awardee time to remedy any deficiencies. **FAX CERTIFICATES OF INSURANCE TO SBBC RISK MANAGEMENT AT 866-897-0424.**
- 6.4.7 **REQUIRED CONDITIONS:** Liability policies must contain the following provisions. In addition, the following wording must be included on the Certificate of Insurance:
The School Board of Broward County, FL, its members, officers, employees and agents are added as additional insured. The endorsement # is: _____.
All liability policies are primary of all other valid and collectable coverage maintained by the School Board of Broward County, Florida.
(*Please include the Contract # and Title on the Certificate of Insurance.)
(Certificate Holder: School Board of Broward County, 600 Southeast Third Avenue, Fort Lauderdale, Florida 33301.)
- 6.4.8 **CANCELLATION OF INSURANCE:** Vendors are prohibited from providing services under this contract with SBBC without the minimum required insurance coverage and must notify SBBC within two business days if required insurance is cancelled.

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 180 days from the date of Proposal opening.
- 7.3 **EVALUATION COMMITTEES AND PROPOSALS:** SBBC and its Proposal Evaluation Committees evaluate and negotiate all Proposals in accordance with State Statutes 119.071 and 286.0113.
- 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 interpreted and construed in accordance with the laws of the State of Florida. Any bid protests arising from this RFP shall be subject to Section 120.57(3), Florida Statutes. Any disputes or controversies arising out of a contract awarded under this RFP shall be submitted to the jurisdiction of the state courts of the Seventeenth Judicial Circuit in and for Broward County, 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 AND CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP:** Section 112.313 (3) and (7), Florida Statutes, sets forth restrictions on the ability of SBBC employees acting in a private capacity to rent, lease, or sell any realty, goods, or services to SBBC. It also places restrictions on SBBC employees concerning outside employment or contractual relationships with any business entity which is doing business with SBBC. Each Proposer is to disclose any employees it has who are also SBBC employees by submitting Attachment N with its Proposal. Any employees identified by the Proposer when completing Attachment J should obtain legal advice as to their obligations and restrictions under Section 112.313 (3) and (7), Florida Statutes.
- 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:** SBBC prohibits any policy or procedure which results in discrimination on the basis of age, color, disability, gender identity, gender expression, national origin, marital status, race, religion, sex 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 SBBC 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 & Outreach Program whose intent is to have a diverse group of Minorities and Women Business enterprises (M/WBE) participating on SBBC contract awards. SBBC 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 SBBC's Supplier Diversity & Outreach Programs at 754-321-0550 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 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, state holidays or days during which the school district administration is closed shall be excluded in the computation of the 72 hours. If the tenth calendar day falls on a Saturday, Sunday, state 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, state 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 Policy 3320, within the time allowed for filing a bond, shall constitute a waiver of proceedings. The failure to post the bond required by SBBC Policy 3320, Part VIII, as currently enacted or as amended from time to time, shall constitute a waiver of proceedings. Notices of protest, formal written protests, and the bonds required by Policy 3320, shall be filed at the office of the Director of Supply Management & 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.

7.0 GENERAL CONDITIONS (Continued)

7.22 **POSTING OF RFP RECOMMENDATIONS/TABULATIONS:** RFP Recommendations and Tabulations will be posted in the Supply Management & Logistics Department and on www.demandstar.com on July 18, 2013 at 3:00 p.m. ET, and will remain posted for 72 hours. Any change to the date and time established herein for posting of RFP Recommendations/Tabulations shall be posted in the Supply Management & Logistics Department and/or 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 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, state holidays and days during which the school district administration is closed shall be excluded in the computation of the 72 hours. If the tenth calendar day falls on a Saturday, Sunday, state 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 or Sunday, state 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 SBBC, at the time of filing the formal written protest, a bond, payable to SBBC in an amount equal to one percent (1%) of SBBC's estimate of the total volume of the contract. SBBC shall provide the estimated contract amount to the vendor within 72 hours, excluding Saturdays, Sundays and other days during which SBBC administration is closed, of receipt of notice of intent to protest. 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, SBBC 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, SBBC prevails, SBBC 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. **All documentation necessary for the protest proceedings will be provided electronically by SBBC.**

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 Policy 3320 within the time allowed for filing a bond, shall constitute a waiver of proceedings. The failure to post the bond required by SBBC Policy 3320, Part VIII, as currently enacted or as amended from time to time, shall constitute a waiver of proceedings. Notices of protests, formal written protests, and the bonds required by Policy 3320, shall be filed at the office of the Director of Supply Management & 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.

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 & 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 boards, other community college/state university system cooperative agreements, or to directly negotiate/purchase per SBBC 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, 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: SBBC, 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.

7.0 GENERAL CONDITIONS (Continued)

- 7.28 **LOBBYIST ACTIVITIES:** In accordance with SBBC 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 SBBC 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 SBBC Records, School Board Member's Offices or the Superintendent's Office and will be recorded on SBBC'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 vendor or lobbyist for a vendor is prohibited from having any communications concerning this solicitation for a competitive procurement with any School Board Member or the Superintendent of Schools, after the Supply Management & 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 SBBC. All communications regarding this solicitation shall be directed to the designated Purchasing Agent unless so notified by the Supply Management & Logistics Department. Further, any vendor, its principals, or their lobbyists shall not offer campaign contributions to School Board Members or offer contributions to School Board Members for campaigns of other candidates for political office during the period in which the vendor is attempting to sell goods or services to the School Board. This period of limitation of offering campaign contributions shall commence at the time of the "cone of silence" period for any solicitation for a competitive procurement as described by School Board Policy 3320, Part II, Section HH as well as School Board Policy 1007, Section 5.4 – Campaign Contribution Fundraising. **Any vendor or lobbyist who violates this provision shall cause their bid to be considered non-responsive and therefore be ineligible for award.**
- 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.

7.0 GENERAL CONDITIONS (Continued)

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 & 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 & LOGISTICS DEPARTMENT** on or before 2:00 p.m. ET on the date due.
- 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 **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.

7.0 GENERAL CONDITIONS (Continued)

- 7.40 **RE-RATING ENDORSEMENT:** Notwithstanding any provision in the Agreement between SBBC and Awardee to the contrary:
- 7.40.1 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, SBBC, 7770 W. Oakland Park Boulevard, 1st Floor, Sunrise, Florida 33351.
 - 7.40.2 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.
 - 7.40.3 Notice by an Awardee(s) of intent to effect any change in consideration shall thereby entitle SBBC to cancel the Agreement without penalty.
- 7.42 **TERMINATION:** This RFP may be terminated 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. In the event of such termination, SBBC shall not be obligated to pay for any services beyond the effective date of termination.
- 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 & 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.
- 7.46 **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.

7.0 GENERAL CONDITIONS (Continued)

7.47 **CONFIDENTIAL RECORDS:** The Vendor acknowledges that certain information about the District's students is contained in records created, maintained or accessed by the Vendor 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 valid consent is 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 so that each can perform its respective responsibilities.

Vendor 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"). Vendor 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 Agreement, (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 Agreement. At the request of the District, Vendor agrees to provide the District with a written summary of the procedures Vendor uses to safeguard the Confidential Records. A breach of these confidentiality requirements shall constitute grounds for the District to terminate any Agreement with Vendor.

ATTACHMENT A

Questionnaires

A1 – Self-funded Questionnaire

A2 - Pharmacy Benefit Management Questionnaire

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

For your convenience, Attachment A1 and A2 are also available as a separate downloadable document in a useable Microsoft Word format.

Self-Funded Questionnaire

General

1. Provide a brief (one page or less) history of your organization including ownership structure and any other organization with which you are affiliated.
2. Do you provide the administration of plans/programs within the State of Florida to exclusively cover children? Yes ___ No ___ Nationally? Yes ___ No ___ If yes, how many members exclusively cover children in those plans/programs?
3. On what date did your organization enroll its first group in Florida for coverage and for what type of coverage?

Type of Coverage	Date
HMO products	
POS products	
PPO products	
Consumer- Driven products	
Self-Funding	
Pharmacy Benefits	
Behavioral Health / EAP	
Wellness/Disease Management	

4. Provide the enrollment data (including all plans) requested below for the organization submitting this Proposal:

a.) National Enrollment

	1/1/2010	1/1/2011	1/1/2012	1/1/2013
Commercial Enrollment				
Medicare Enrollment				
Medicaid Enrollment				
Other Enrollment				
Total Enrollment				

b.) Florida Enrollment

	1/1/2010	1/1/2011	1/1/2012	1/1/2013
Commercial Enrollment				
Medicare Enrollment				
Medicaid Enrollment				
Other Enrollment				
Total Enrollment				

c.) South Florida (Broward, Miami-Dade, and Palm Beach Counties) Enrollment

	1/1/2010	1/1/2011	1/1/2012	1/1/2013
Commercial Enrollment				
Medicare Enrollment				
Medicaid Enrollment				
Other Enrollment				
Total Enrollment				

Self-Funded Questionnaire

d.) Broward County Enrollment

	1/1/2010	1/1/2011	1/1/2012	1/1/2013
Commercial Enrollment				
Medicare Enrollment				
Medicaid Enrollment				
Other Enrollment				
Total Enrollment				

5. What percent of your Florida enrollment in 2012 and 2013 is from public sector clients? What percentage is fully-Insured vs. self-funded?

Florida Enrollment	Total Enrollment	2012 % of Public Sector	2013 % of Public Sector	Fully-Insured	Self-Funded
Commercial Enrollment					
Medicare Enrollment					
Medicaid Enrollment					
Other Enrollment					
Total Enrollment					

6. Provide references for your five (5) largest self-funded clients (government preferred), 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 Plan(s)	Date Services Commenced	Contact Person	Address	Phone Number	Email Address

7. Provide information for your three (3) largest self-funded (government preferred) South Florida (Broward, Miami-Dade, and Palm Beach Counties) clients 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	Email Address

Self-Funded Questionnaire

8. Provide NCQA, JCAHO, AAA and/or any other accreditation status that applies to the programs you are proposing. Provide a copy of your accreditation letter(s).
9. 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.
10. Provide a complete copy of your eValue8 survey for 2012 (<http://www.nbch.org/Evalue8-for-Health-Plans>). If you do not participate, please explain why.
11. Provide a complete copy of your Consumer Assessment of Health Care Providers and Systems (CAHPS) survey data for 2010, 2011 and 2012.

Compliance

12. Is your organization currently in compliance with Florida Office of Insurance Regulation profitability and reserve requirements? Yes ___ No ___ If no, have you been required to submit a Corrective Action Plan (CAP)? If yes, attach a copy of the CAP.

Plan Administration

13. Confirm your organization can administer all current benefits? Yes ___ No ___ Provide any deviations to covered services, limitations/exclusions and system limitations in Attachment D. Failure to disclose deviations that contribute to additional claims cost may result in the Awardee(s) being financially liable for the additional claims cost.
14. At a minimum, address the items including any limitations, exclusions and system limitation if SBBC made any changes with the plan of benefits such as:
 - Change in copays for PCP and/or Specialist
 - Change in copays/coinsurance for Hospitals, Emergency Room, Diagnostic Testing
 - Administering different copay/coinsurance by type of facility (i.e., hospital vs. freestanding facility)
 - Change in copay for prescription drugs and any minimum differential between each tier
15. At a minimum, address the following items including any limitations, exclusion and system limitations if SBBC elected to:
 - Carve out wellness/disease management programs and data sharing between vendors
 - Carve out prescription drugs and data sharing between vendors
 - Develop a Pilot program and direct contracting with local hospital systems and data sharing between vendors
 - Administration of Kids only plans
 - Administration of different members (such a an employee selecting one plan and the spouse selecting a different plan) selecting different plan options
16. Describe, in detail, your out-of-area coverage for traveling members, both within and outside the United States. Describe your capabilities for negotiating fees with out-of-area providers and cost for such services.
17. Does your plan cover members that utilize services offered through a walk-in facility such as those located in a retail environment? Yes ___ No ___ If yes, are there any limitations? If an employee is in the HMO plans and is outside of

Self-Funded Questionnaire

the service area and chooses to use a walk-in facility or urgent care instead of the emergency room, would this be covered as an in-network benefit? Yes ___ No ___ Are there any limitations?

Behavioral Health / EAP

Note: Answer Questions 18 through 41 specifically with regards to Behavioral Health.

18. Provide a complete listing of EAP services included in your Proposal for both internal and external services.
19. Provide a complete listing of all limitations and exclusions to the Behavioral Health program.
20. Will you analyze monthly and year-to-date Behavioral Health and EAP results for SBBC and make recommendations to improve cost and utilization trends? Yes ___ No ___
21. Provide a description of any outreach programs used to identify special-needs groups (i.e., women's health, depression, anxiety, domestic violence, substance abuse, etc.).
22. Provide NCQA, JCAHO, AAA and/or any other accreditation status that applies to the Behavioral Health plan(s) you are proposing. Provide a copy of your accreditation letter(s).
23. Will you allow Employee Assistance Programs (EAP) to be provided by another firm at SBBC's discretion?
Yes ___ No ___
24. Where is your clinical staff located?
25. What is the ratio of clinical staff to members (MD, PhD, LCSW, LMFT, LMHC and ARNP)?
26. Describe the types of illness/diagnoses the case management program supports.
27. Will SBBC employees have access to 24-hour crisis intervention services? Yes ___ No ___
28. Does your case management program provide patient-specific information back to the patient's Primary Care Physician? Yes ___ No ___
29. Describe your procedures and processes for integration of the SBBC internal EAP. Can the SBBC EAP directly refer a member to a Behavioral Health care provider? Yes ___ No ___ If no, describe the process for the SBBC EAP to obtain authorization for services.
30. Outline the process for patients to appeal treatment recommendations, as well as how you manage clinical differences between the EAP and your organization.
31. Can an employee have direct access to a Behavioral Health care provider on a self-referral basis? Yes ___ No ___ If yes, are there any limitations?
32. Will you provide education to providers and SBBC employees regarding available Behavioral Health programs?
Yes ___ No ___ If yes, describe.
33. How would a member access non-life threatening Behavioral Health? How would a member access emergency care or psychiatric evaluations?

Self-Funded Questionnaire

- 34. How do members access services after hours and weekends? What percentages of your providers, by provider type, (MD, PhD, LCSW, LMFT, LMHC and ARNP) offer evening and weekend access?
- 35. Describe the procedures that SBBC employees will follow to obtain an appointment to access needed care.
- 36. Under what circumstances and how frequently are new Mental/Behavioral Health network providers added to the network?
- 37. How would transition of care be handled for members currently under care with a provider that is not in your existing network, including timeframes? How would transition of care be handled if a provider is terminated during the course of treatment?
- 38. How many visits are included in the initial authorization for EAP? How long are these authorizations valid?
- 39. Are the "V codes" (i.e., marriage/couples/family counseling) covered? Yes ___ No ___ Do they require an EAP referral in order to be covered? Yes ___ No ___
- 40. Describe detoxification services for alcohol and other substances.
- 41. Does this service include ambulatory detoxification through MDs? Yes ___ No ___

Plan Network - Medical

- 42. Have you changed the size or structure of either the primary care or specialty care network for Broward, Miami-Dade or Palm Beach Counties during the past 12 months? Yes ___ No ___ If yes, explain.
- 43. Complete the following GeoAccess summary for SBBC employees. The description of the census file layout is included in Attachment F. 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 for all networks that you are proposing. Please include GeoAccess Reports.
 - a) Number and percentage of employees with two adult Primary Care Physicians (Family Practice, General Practice, Internists) within five miles of the employee's zip code.
 - b) Number and percentage of employees with two Pediatricians within five miles of the employee's zip code.
 - c) Number and percentage of employees with two OB/GYNs within five miles of the employee's zip code.

County	Number of Eligible Employees			PCP - % Ees w/ 2 PCPs w/in 5 miles			PED - % Ees w/ 2 PED w/in 5 miles			OB/GYN - % Ees w/ 2 OB/GYN w/in 5 miles		
	HMO	PPO	CD*	HMO	PPO	CD*	HMO	PPO	CD*	HMO	PPO	CD*
Broward												
Miami-Dade												
Palm Beach												

* CD = Consumer Driven

- 44. Provide an electronic copy (on a diskette or CD, in a usable Excel format) of your most up-to-date provider

Self-Funded Questionnaire

directory for Broward, Miami-Dade and Palm Beach Counties including TIN numbers, Name, Address, City, Zip Code, Specialty and Network type for all of the networks that you are proposing. If you are using different networks, provide all networks proposed and identify each network.

- 45. Have there been any changes to your South Florida (Broward, Miami-Dade and Palm Beach Counties) hospital network in 2011, 2012, or 2013? Yes ___ No ___
- 46. List what steps your organization will take to ensure that the proposed hospital network remains stable within the South Florida (Broward, Miami-Dade and Palm Beach Counties) area.
- 47. Are there any hospitals in the South Florida (Broward, Miami-Dade, and Palm Beach Counties) area with which you are not contracted? Yes ___ No ___ If yes, list all hospitals.
- 48. Provide a list of PCPs and Specialists in South Florida (Broward, Miami-Dade and Palm Beach) that are closed to new members.
- 49. Indicate your contract status for your top ten hospital providers (by number of admissions) as well as your top ten physician/physician group providers (by number of encounters) in **Broward County Only**. Indicate the current contract status and the contract's expiration date, if these differ by networks proposed, please complete for each network proposed.

HMO

	Hospital	Contract Status	Contract Expiration Date	Date of Last Contract Change		Physicians/Physician Group	Contract Status	Contract Expiration Date	Date of Last Contract Change
1					1				
2					2				
3					3				
4					4				
5					5				
6					6				
7					7				
8					8				
9					9				
10					10				

PPO

	Hospital	Contract Status	Contract Expiration Date	Date of Last Contract Change		Physicians/Physician Group	Contract Status	Contract Expiration Date	Date of Last Contract Change
1					1				
2					2				
3					3				
4					4				
5					5				
6					6				

Self-Funded Questionnaire

7					7				
8					8				
9					9				
10					10				

50. How frequently may members be permitted to change PCPs upon request?

Daily ___ Monthly ___ Quarterly ___ Annually ___ Other ___

51. Can each child select his/her own PCP? Yes ___ No ___

52. Complete the following table for Broward, Miami-Dade, and Palm Beach Counties. Use your current provider panel. (Use actual number of providers not offices).

Provider Type	Total Providers					
	Broward County		Miami-Dade County		Palm Beach County	
	HMO	PPO	HMO	PPO	HMO	PPO
Allergy & Asthma						
Cardiologists						
Cardiovascular Surgeons						
Chiropractors						
Dermatologists						
Endocrinologists						
ENT						
Gastroenterologists						
General Surgeons						
Geriatricians						
Hematologists						
HIV/AIDS Physicians that specialize in HIV/AIDS treatment						
Infectious Disease						
Neurologists						
Neurosurgeons						
Non-OB Gynecologists						
Obstetrician/Gynecologists						
Oncologists						
Ophthalmologists						
Orthopedic Surgeons						
Pediatricians						
Podiatrists						
Primary Care Physician						
Pulmonologists						
Rheumatologists						
Urologist						

53. Will your network allow participating dependents to select a PCP and access local providers if the dependent resides in

Self-Funded Questionnaire

another location and you have a network available in that location? Yes ___ No ___

54. Is your HMO network national or local? If an employee, dependent or retiree is located outside of South Florida and you have a national HMO network, can they elect to remain in the HMO plans? Yes ___ No ___

55. Complete the following exhibit for Broward, Miami-Dade, and Palm Beach Counties for both your PPO and HMO networks.

County	Number of PCPs	Number of Specialty Physicians	Percentage of PCPs Accepting New Patients	Percentage of Specialty Physicians Accepting New Patients	Percentage of Physicians Board Certified or Board-eligible
Broward					
Miami-Dade					
Palm Beach					

County	Number of Acute Care Hospitals	Number of Urgent Care Facilities	Number of Hospitals Offering Tertiary Care	Number of Hospitals Offering Inpatient Behavioral Health Care	Number of Lab Facilities	Number of Home Health Care Agencies	Number of Pharmacies
Broward							
Miami-Dade							
Palm Beach							

56. Is member satisfaction information linked to physician compensation? Yes ___ No ___ If yes, how?

57. Are all hospital-based physicians (e.g., emergency, pathology, anesthesia and radiology) affiliated with network hospitals contracted? Yes ___ No ___ If no, list any hospital physician group(s) not contracted. Please include the hospital affiliation. Are there any circumstances where a member can be balanced billed by a provider? If yes, please describe. How are hospital-based physician reimbursed for services?

58. Does the HMO network you are proposing allow for direct access to network specialists or is it a "gatekeeper" network?

59. What is the cost impact as a percentage of claims for gatekeeper versus non-gatekeeper models?

60. Can patients self-refer to Pediatricians or select a Pediatrician as PCP? Yes ___ No ___

61. If the HMO network proposed is not a "gatekeeper", can your administrative system record a designated PCP for each member to be used for reporting, tracking purposes and quality initiatives? Yes ___ No ___

62. Is your organization willing to contract with physicians not in your network who are currently contracted with Coventry? Yes ___ No ___

Self-Funded Questionnaire

If yes, are you willing to place a performance guarantee around the contracting efforts?

Yes ___ No ___ If yes, explain the performance guarantee.

63. If your contracted network of providers extends outside of South Florida (Broward, Miami-Dade and Palm Beach Counties), please describe the geographical boundaries (i.e., Florida, National, etc.) SBBC members have access to. Describe any authorization requirements for covered services (non-urgent or emergency services) received outside of South Florida? Please describe any authorization requirements for covered services (non-urgent or emergency services) received outside of the State of Florida.

64. Provide your physician turnover rates for South Florida (Broward, Miami-Dade and Palm Beach) for 2010, 2011 and 2012. Complete the table using the number of physicians who terminated, separated by a backslash with the total physician count in that specialty. For example, if five (5) Adult Primary Care physicians terminated in total out of a total 200, show 5/200.

Provider Type	2010		2011		2012	
	Total Terminations	Voluntary Terminations	Total Terminations	Voluntary Terminations	Total Terminations	Voluntary Terminations
Allergy & Asthma						
Cardiologists						
Cardiovascular Surgeons						
Chiropractors						
Dermatologists						
Endocrinologists						
ENT						
Gastroenterologists						
General Surgeons						
Geriatricians						
Hematologists						
HIV/AIDS Physicians that specialize in HIV/AIDS treatment						
Infectious Disease						
Neurologists						
Neurosurgeons						
Non-OB Gynecologists						
Obstetrician/Gynecologists						
Oncologists						
Ophthalmologists						
Orthopedic Surgeons						
Pediatricians						
Podiatrists						
Primary Care						

Self-Funded Questionnaire

Pulmonologists					
Rheumatologists					
Urologists					

65. If covered services are not available within the contracted network, how will members obtain necessary services?
66. What fee schedule do you use for out-of-network benefits on the Consumer Driven / PPO plan? Can you administer alternate fee schedules upon SBBC's request? Yes ___ No ___
67. What are your access standards for the following appointment types? Do they differ by plan type? Yes ___ No ___

Appointment Type	Wait Time	
	HMO	PPO
Initial Patient Visit		
Established Patient – Routine Visit		
Annual Physical Exams		
Urgently Needed Care		
Emergency Services and Care		

68. How and when do you audit your network to determine if the access standards are met? Provide a copy of your most recent report.
69. What percentage of your network physicians offer expanded office hours? How is this information communicated to members?
70. Are PCP and Specialist contracts evergreen? Yes ___ No ___ If no, what are the termination requirements within your provider contracts as far as timeframes and notification?
71. What provisions are made for transition of care if a provider is terminated by your plan? If the provider terminates the contract? Will ongoing services be treated as in-network? Yes ___ No ___
72. 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.
73. Do you have a network in the following areas where SBBC has a high concentration of college dependents?

Daytona Beach	<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

Self-Funded Questionnaire

74. Provide the number of contracted ancillary facilities/locations by plan type in each South Florida area (Broward, Miami-Dade and Palm Beach):

Provider Type	Broward	Miami-Dade	Palm Beach
Ambulatory Surgery Centers			
Bone Density Testing			
Convenient Care Clinics/Retail Clinics			
DME Providers			
Home Health Care Agencies			
Hospice Agencies			
Hospice Facilities			
Mammogram Facilities			
Occupational Therapists			
Outpatient Laboratories			
Physical Therapists			
Radiology Centers			
Rehabilitation Facilities (Inpatient)			
Skilled Nursing Facilities			
Speech Therapists			
Urgent Care Facilities			

75. How do you measure the overuse of tests, treatments and procedures? How do you measure the underuse of tests, treatments and procedures?
76. Do you offer a high quality/low cost network of hospitals and physician? Provide the quality and cost indicators employed to designate high-quality hospitals/physicians.

Network – Innovations

77. What types of ACO or similar programs/models do you have in place already and what do you have planned for 2014 and 2015?
78. How do your ACO or similar program/model providers manage care across the continuum from wellness to chronic conditions?
79. How does your care management program(s) align with your ACO or similar program/models efforts, when care management or capitation fees are paid to providers for care coordination? How do local providers integrate their efforts with yours?

Self-Funded Questionnaire

80. What distinguishes your ACO or similar program/model from your competition?
81. What tools are used to measure and assess the financial impact of an ACO or similar program/model? On average, what have been the financial impacts your company has seen in South Florida?
82. Is there any cost/charges to SBBC in order for employees to receive care from an ACO or similar program/model? If yes, what are the cost and how will it work?
83. When would SBBC realize a cost savings from implementing the ACO or similar program/model? How would savings being shared between the parties (i.e. ACO, your company and SBBC)?
84. How and whom funds the incentive for the providers that participate in an ACO or similar program/model?
85. What changes/steps would SBBC have to take to include a ACO or similar type model for 2014? 2015?
86. How does the provider know which patients are attributed to the ACO?
87. Is the health plan requiring its contracted ACOs to employ any of the following approaches to patient-centered care?
Yes ___ No ___ If yes, describe the following:
- a. Use of qualified health professionals to deliver coordinated patient education and health maintenance support?
 - b. Inclusion of the patient in the care process?
 - c. Support for shared decision making?
 - d. Support for self-care, self-management and risk reduction?
 - e. Patient access to their health information?
88. Describe how the ACOs or similar program/models align with your overall network strategy. Are these providers part of the overall network?
89. How will members distinguish which providers are part of the ACO or similar program/model?
90. How are you anticipating the providers mix to change as ACO and other delivery systems evolve? How will ACOs or similar program/models be positioned in various network tiers?
91. Do you differ between an ACO model and Patient-Centered Medical Home?
92. Describe your ACO or similar program/model strategy and provide an overview of your capabilities.
93. List the which products you expect to make ACOs.
94. Can you create a customized program for SBBC if they wanted to incent members to use a particular ACO or other provider(s) accepting bundled payments or shared-risk, who are not part of your ACO, network or provider group?
95. Will SBBC be allowed to customize implementation of these models?
96. Can your organization support SBBC in incenting members or steering care to ACO or similar program/models providers? Yes ___ No ___ If yes, can you track the utilization from SBBC and/or member perspective?

Self-Funded Questionnaire

97. How does the provider benefit from being apart of a ACO or similar program/model?
98. Describe the provider reimbursement methods you use in your ACO or similar programs.
99. How are bonuses and other payments handled when care is provided by both participating and non-participating providers? Specify differences between primary care and specialist providers, if applicable.
100. What metrics/tools do you use to measure value, quality and performance?
101. How do you monitor and measure the ongoing care, results and outcomes provided by ACO or similar program/models?
102. Describe how you work with providers to ensure they have the clinical quality resources and programs they need to succeed under an ACO arrangement.
103. What are the requirements in your contract with Accountable Care Organizations regarding sharing clinical and other performance information at the individual provider level, facility level and by service line?
104. What studies are underway at your organization to understand the quality and cost effectiveness of your ACO or similar program/models and/or pilots?
105. What is measured to assess clinical and quality outcomes? How often are they measured?
106. How do you share the performance of various ACOs, or the providers within them, with SBBC or enrolled patient members?
107. What percentage of ACOs have achieved quality and cost targets and received a financial bonus in 2012?
108. Describe the type and frequency of reporting that will be available, including SBBC-specific reporting, and whether reporting will be provided on a market-specific basis. What reports will be made available at what interval and what cost? Is any "real time" data available? Can data be shared with carved out vendors?
109. Describe how you use advanced technology to improve care management. What technology resources are available to SBBC and/or members?
110. Describe technology interfaces you are pursuing to support your ACO or similar program/model strategy. For example, interface claims, external vendors/programs and other data with the major EMRs.
111. Do you offer members online capabilities or a mobile application?
112. Can you administer SBBC custom program with local hospital system? Yes ___ No ___ Are there any limitations?

Plan Network – Behavioral Health

113. Do you have a network management/provider services department that specifically assists with Behavioral Health provider issues? Yes ___ No ___

Self-Funded Questionnaire

114. List the Behavioral Health facilities under contract in South Florida (Broward, Miami-Dade and Palm Beach Counties).

Specialty	Facility Name	Location
Mental Health Facilities		
Inpatient		
Intensive Outpatient		
Substance Abuse Facilities		
Inpatient		
Intensive Outpatient		
Residential Treatment Facilities		

115. Provide the number of Behavioral Health professionals (broken down by MD, PhD, LCSW, LMFT, LMHC and ARNP) included in your South Florida (Broward, Miami-Dade and Palm Beach Counties) network.

Provider Type	Broward	Miami-Dade	Palm Beach
ARNP			
LCSW			
LMFT			
LMHC			
MD			
PhD			

116. What percentage of your contract physicians are board certified in Psychiatry? ____ %

117. What was the turnover rate of your Behavioral Health network in 2010, 2011 and 2012? Break down the turnover rate by MD, PhD, LCSW, LMFT, LMHC and ARNP for each year.

	2010	2011	2012
ARNP			
LCSW			
LMFT			
LMHC			
MD			
PhD			

Network Pricing

118. What is your overall network pricing as compared to prevailing Medicare reimbursement for hospitals? For physicians?

119. Do any network contracts include outlier provisions? Yes ___ No ___ If yes, explain.

120. Are changes to your network pricing planned for 2013, 2014, and 2015?

121. SBBC intends to exclude claims payment for "Never Events" in the future and wants members to be held harmless. Does all of your contracts include language to address non-payment and hold harmless for such events?

122. How does each hospital report and address "Never Events" as described by the National Quality Forum (NQF) and how does the health plan oversee the protocol?

Self-Funded Questionnaire

123. What database do you utilize to determine reasonable and customary (R&C)? What percentile do you use to pay medical claims? How often is the database updated? Do you use different R&C levels for different products?

124. Provide hospital cost data for **Broward County Only**.

	2010		2011		2012	
	HMO	PPO	HMO	PPO	HMO	PPO
Average cost per admission						
Average cost per day						
Average discount level						
Average length of stay						
Days per 1000						
Admissions per 1000						

125. Indicate your current 2013 network payment method employed for each type of service/product and network proposed.

Provider Type/Service	Capitation	DRG/Case Rates	Per Diem	% of Charges	Fee Schedule	Average Cost Per Day or Per Service
Adult Primary Care						
Ambulatory Surgery Centers						
Chiropractic						
Complex Imaging						
Dermatology						
Durable Medical Equipment						
Emergency Room						
Gynecology						
Hospital Based Providers Anesthesia Radiology Pathology Emergency						
Hospital Inpatient Medical/Surgical Intensive Care Neonatal Maternity						
Hospital Outpatient Surgical Non-Surgical						
Hospice						
Obstetrics						
Outpatient Laboratory						
Other Specialists						
Pediatric						
Podiatry						
Rehabilitation Facility						
Skilled Nursing Facility						

Self-Funded Questionnaire

Transplant Services						
Urgent Care Center						

126. Hospital Pricing Analysis for **Broward County Only**. Complete the following tables for hospital inpatient and hospital outpatient services based on 2012 data.

Hospital Inpatient

Type of Admission	Sub-Category	% of Admissions		% of Days		Average Eligible Charge Per Day		Average Negotiated Per Diem
		HMO	PPO	HMO	PPO	HMO	PPO	
Medical/Surgical ICU/CCU	Adult	%	%	%	%	\$	\$	\$
	Pediatric	%	%	%	%	\$	\$	\$
	Neonatal	%	%	%	%	\$	\$	\$
Maternity	Vaginal	%	%	%	%	\$	\$	\$
	C-Section	%	%	%	%	\$	\$	\$
Cardiac Surgery		%	%	%	%	\$	\$	\$
Total								

Note: Eligible charges are submitted charges less ineligible charges such as duplicates, non-covered items, etc. Average Negotiated Per Diem should include the impact of any outlier provisions.

Hospital Outpatient

Type of Service	Reimbursement Method		Average Eligible Charge Per Encounter		Average Allowed Amount Per Encounter		Net Effective Discount %	
	HMO	PPO	HMO	PPO	HMO	PPO	HMO	PPO
Surgery			\$	\$	\$	\$	%	%
Emergency Room			\$	\$	\$	\$	%	%
Radiology			\$	\$	\$	\$	%	%
Pathology			\$	\$	\$	\$	%	%
Therapy (PT/OT/ST)			\$	\$	\$	\$	%	%
Other			\$	\$	\$	\$	%	%
Total								

Note: Reimbursement Method refers to case rates, flat fees, % of Medicare, Allowable, % Discount, etc.

127. Proposer must complete the CPT list (Attachment B1) in full. The rates should be based on average reimbursements for South Florida (Broward, Miami-Dade, and Palm Beach Counties) providers, NOT statewide provider averages. Use reimbursement rates as of January 1, 2013.

128. Proposer must complete the Medical Claims Repricing Worksheet (Attachment B2) in full. Use your 2012 contracted rates.

129. Have you changed affiliations for ancillary services (diagnostic services, prescription drug benefits, etc.) in Broward, Miami-Dade or Palm Beach Counties during the past 12 months? Yes___ No___ If yes, describe such changes.

130. If your plan has capitated charges (i.e., behavioral health, labs, chiropractic, etc.) built into your claim and expenses charges, disclose all such charges, fees and detail what they cover, and specify the amount for each item.

Self-Funded Questionnaire

131. Indicate if you have a "Centers of Excellence" program for each of the following and list your designated facilities for each:

Transplants	<input type="radio"/> Yes <input type="radio"/> No	Facility(ies):	In Network or Out of Network
Cardiovascular	<input type="radio"/> Yes <input type="radio"/> No	Facility(ies):	
Cancer	<input type="radio"/> Yes <input type="radio"/> No	Facility(ies):	
HIV/AIDS	<input type="radio"/> Yes <input type="radio"/> No	Facility(ies):	
Neonatal	<input type="radio"/> Yes <input type="radio"/> No	Facility(ies):	
Other _____	<input type="radio"/> Yes <input type="radio"/> No	Facility(ies):	

132. Describe your organization's policies regarding your "Centers of Excellence" program. Is the program voluntary or mandatory? Voluntary ____ Mandatory ____
133. Provide the criteria used to obtain the designation and the crediting body for your "Centers of Excellence".
134. What is your readmission rate related to surgery?
135. Provide the readmission rates by each of your South Florida network hospital for the ten most common admissions.
136. What is your infection rate for surgery and for medical care?
137. Does your organization use incentives to encourage members to seek out minimally invasive surgical providers (MIP) within their network? If so, please explain.
138. Are physicians, clinics and/or hospitals rewarded for improving quality performance? Yes ____ No ____ If yes, describe, in detail, including measures, incentives/rewards and shared savings.
139. Will your organization provide information directly to the plan participant to make provider selections that are cost effective for the plan? If so, please explain.
140. Will your organization work with the network providers who deliver the most efficient surgical care? If so, please explain.
141. Does your organization offer incentives to network providers to encourage a minimally invasive procedures (MIP) technique over open surgery? If so, please explain.
142. Has your organization demonstrated success (or experience) working with other employers to improve surgical quality through a focus on minimally invasive procedures (MIP)?
143. What quality and cost data do you make available to members for selecting hospitals, clinics, imaging centers, labs and physician in your network for provider comparison? How is this data updated and what additional data will be available in 2014 and 2015?
144. What quality, cost, satisfaction and outcome data is available for both the plan sponsor and members for selecting in network providers (specifically cancer care, orthopedics, maternity, heart disease, behavioral health, pediatrics, emergency care, etc.)? How is this data updated and what additional data will be available in 2014 and 2015?

Self-Funded Questionnaire

145. Provide your 2012 per member/per month claim (PMPM) claim cost for **Broward County** for each type of plan offered.

	PMPM – HMO	PMPM – PPO	PMPM – Consumer Driven
Diagnostic			
Hospital Inpatient			
Hospital Outpatient			
Prescription			
Primary Care (PCP)			
Specialist			

146. Provide the contracted fees by type of provider and number of providers in each category for your South Florida (Broward, Miami-Dade, and Palm Beach) network you are proposing:

Specialty	# of Contracted Providers	Contracted Fee
Psychiatrist		
Adult		
Child		
Psychologist		
Adult		
Child		
Licensed Clinical Social Worker		
Other Health Providers (Specify)		
EAP Providers (Specify)		

Provider Relations

147. Do you have a network management/provider services department that assists with provider issues? Yes___ No___
List the staff members/titles to be assigned to SBBC.

149. Where is the network management/provider services staff that services your South Florida network located?

150. Describe how your organization will communicate with providers the SBBC schedule of benefits, changes to the schedule of benefits and general administrative policies and procedures specific to the SBBC Medical Plan.

151. Describe how your organization will ensure that providers in your network refer to network facilities and other network Providers.

152. Do the hospitals have a whistleblower provision to protect hospital staff who report unsafe work/working conditions? Yes ___ No ___ If yes, how many times has it been used and what were the circumstances? Was safety improved and institutionalized? Describe the new protocol and how it is enforced.

Eligibility and Claims Administration

153. What is your average lag time for claims?

154. Are eligibility and claims administered on the same system? Yes___ No___ If no, how are these functions integrated?

Self-Funded Questionnaire

- 155. Provide the location where claims and eligibility will be processed for SBBC.
- 156. Will SBBC have a dedicated team for eligibility, claims and customer service? Yes___ No___
- 157. Do you plan on major changes or upgrades to your administrative system or the platform you are proposing for SBBC in the next 24 months? Yes___ No___ If yes, please explain
- 158. Will you provide SBBC with an eligibility contact person for eligibility file issues and questions? Yes___ No___
- 159. What eligibility responsibilities does your organization expect SBBC to perform?
- 160. Are network contracts/fee schedules loaded into your claims administration system or must claims be submitted elsewhere for re-pricing?
- 161. Can your claims adjudication process block J Codes (except for neoplastic drugs from oncologists/hematologists) from processing? How does your organization propose to educate your network on this process?
- 162. What percentage of your claims are submitted electronically by facilities? By physicians?
- 163. What percentage of your claims submitted by facilities are auto adjudicated? _____% By physicians? _____%
- 164. Provide details on the system edits that are contained in your organization’s claims processing system that assist examiners in accurately processing claims. Indicate how your system adjusts for coding errors.
- 165. Describe your explanation of benefits (EOB) process for HMO, Consumer Driven and PPO and if these are available hard copy and/or online. Is there any flexibility? What is included on the EOB statements?
- 166. Will you process run-out claims after plan termination? Yes___ No___ If yes, for how long? ___ At what cost?
- 167. Are you willing to accept delegation of fiduciary responsibility with respect to claim adjudication under your ASO contract? Yes___ No___
- 168. What access will SBBC auditors have to claims and administrative data necessary to complete an annual audit? Describe any limitations.
- 169. Are you willing to allow access to a full claims audit, at your expense, in the event of significant performance issues? Yes___ No___
- 170. Are in and out-of-network claims paid by the same claims system? Yes___ No___ If two different claims systems are used, describe each and specify how the systems interact.
- 171. Provide details regarding your organization’s claims processing performance for the most recent year for HMO and PPO plans.

	Target Goal	Actual Performance
Clean claims processed within 10 days	% within days	% within days
Clean claims processed within 30 days	% within days	% within days
Average days turnaround	_____ Business Days	_____ Business Days

Self-Funded Questionnaire

Coding accuracy		
Financial accuracy		

172. Describe how a claims history is maintained for members who utilize both in and out-of-network services.

Claim Policy

173. In one page or less, describe how you review, edit and process claims. Describe how your services are unique in the industry.

174. What categories of edits do you have? (e.g., NCCI, Assistant Surgery, etc)

175. Describe your claims editing software (i.e., third-party, proprietary). How was it developed? How is it used?

176. What percentage of claims submitted are denied for processing (pre-discount, pre-adjudication)?

- number of claims denied / total of claims submitted
- dollars of billed charges denied / total billed charges submitted

177. What percentage of services were denied for medical necessity in 2010, 2011 and YTD for 2012? Of those denials, what percentage was appealed and subsequently approved? Describe what types of services are most frequently denied and why these services are denied.

	2010	2011	2012 (YTD)
% Denied			
% Appealed			
Subsequently Approved			

178. Who is responsible for reviewing claim payment for correctness? Is this an internal or external process? Is there a charge for this? Yes ___ No ___ If yes, what is the cost?

Credentialing

179. How often do you visit physicians on-site to explain contracts and contract changes?

180. Is your provider credentialing process conducted in-house or delegated to another organization? If delegated, provide name of the organization and how long the functions have been delegated.

181. Do credentialing policies and procedures meet accreditation standards? Yes ___ No ___ If yes, what accreditation organization?

182. How long does it take to credential a new physician? How often does your Credentialing Committee meet?

183. How often do you re-credential network providers?

184. Between re-credentialing cycles, do you conduct ongoing monitoring of practitioner sanctions, complaints and quality issues? Yes ___ No ___ If yes, how often?

185. How many physicians have you terminated from your South Florida (Broward, Miami-Dade, Palm Beach) network in

Self-Funded Questionnaire

2011 and 2012 that failed to maintain credentialing standards and how many have been terminated due to quality assurance reasons?

186. Detail the structure, process and outcome criteria and standards you use to select physicians, hospitals and other providers for participation in your networks. Provide a list of minimum thresholds for each metric you use.

Medical Management / Utilization Review

187. In three pages or less, please outline your core medical management program. Include examples of how you have added significant value and how you differentiate yourself from your competitors.

188. With respect to your overall member contact rates,

- (a) In a 12- month period, what percentage of members is "contacted" by the medical management program? For this question, "contact" is a LIVE attempt to contact a member by a medical management professional either through a phone call to the member or to the member's spouse or the member's physician. If you have other means of contacting members such as automated calls, mailings, text messaging or email blasts, please exclude those from your contact statistics.
- (b) Of the members in (a), what percentage of them initially agree to discuss their situation with the medical management professional? This is the "participation rate".
- (c) Of the members in (b), what percentage of them stays involved with the medical management professional to the end? (For example, if a member agrees to work with a case manager or a health coach, do they stay engaged until the case manager or health coach closes the case?)

189. In one page or less, outline your precertification program. Explain the nature of the program (i.e., notification, notification and steerage, denials) and why you chose that particular approach.

- a. How many specific services do you include for precertification?
 - i. Number
 - ii. Dollars
- b. Of the services identified in a., what percentage of those services were altered (steered, denied, delayed until another test was done, etc.)
 - i. Number
 - ii. Dollars

190. In one page or less, outline your Concurrent Review and Discharge Planning (Rounding) program.

- a. Of all hospital confinements, what percentage is subject to Rounding?
 - i. Number
 - ii. Dollars
- b. Of the hospital confinements identified in a., what percentage of those confinements were altered (transferred, discharged early, kept longer)
 - i. Number
 - ii. Dollars

Self-Funded Questionnaire

191. Is your Utilization Management (UM) service located in your claims office? Yes ___ No ___
If no, where is it located?
192. What is the size of the UM staff in the claims office that you are proposing for SBBC?
193. Do you have a physician on staff to intervene on "problem" admissions or certifications? Yes ___ No ___
194. Describe the employee's responsibility for compliance with UM programs, in-network, out-of-network, and out-of-area.
195. Are your utilization review service/requirements different in any way for in-network, out-of-network, or out-of-area participants?
196. Provide a list of services that require pre-authorization or pre-notification.
197. Do providers have access to your coverage positions or clinical guidelines? How?
198. Are network providers at risk for not following your Medical Management Program? Yes ___ No ___ Please explain.
199. Describe how inpatient utilization is managed. Specially address after hours, emergency, in and out-of-network.
200. Is inpatient census reviewed on a daily basis? Yes ___ No ___ If no, how often?
201. How do you communicate with patients and family members regarding length of stay and discharge planning?
202. In two pages or less, describe your Case Management Program.
203. Provide a copy of the appeals/denial case management process. Provide documentation to demonstrate when/how these protocols are shared with providers and members.
204. How many Case Managers do you have per 100,000 members? How many active cases per case manager? Average length of case?
205. Are there any cases the Case Management Program will not manage? Yes ___ No ___ If yes, describe.
206. Do members in Case Management have a consistent Nurse Manager presiding over each case? Yes ___ No ___
207. How is clinical progress communicated to patients and physicians?
208. Describe how providers and members are made aware of Case Management.
209. Do you report your Case Management results? Yes ___ No ___ If yes, include samples.
210. What are the readmission rates (within 30 days of discharge) for South Florida?
211. What are the minimum qualifications for Clinical Case Managers and Utilization Management staff?

Self-Funded Questionnaire

212. Specify your experience for your population in 2010, 2011 and 2012 by plan type for Medical (non-BH/SA) inpatient services:

2010	Days/1000 members		ALOS In-Network		Cost per day In-Network		ALOS TOTAL		Cost per day TOTAL	
	HMO	PPO	HMO	PPO	HMO	PPO	HMO	PPO	HMO	PPO
Medical/Surgical										
Maternity										
Neonatal										
Intensive Care										
CCU/PCU										
Total										

2011	Days/1000 members		ALOS In-Network		Cost per day In-Network		ALOS TOTAL		Cost per day TOTAL	
	HMO	PPO	HMO	PPO	HMO	PPO	HMO	PPO	HMO	PPO
Medical/Surgical										
Maternity										
Neonatal										
Intensive Care										
CCU/PCU										
Total										

2012	Days/1000 members		ALOS In-Network		Cost per day In-Network		ALOS TOTAL		Cost per day TOTAL	
	HMO	PPO	HMO	PPO	HMO	PPO	HMO	PPO	HMO	PPO
Medical/Surgical										
Maternity										
Neonatal										
Intensive Care										
CCU/PCU										
Total										

213. Will specific clinical staff (such as MDs, RNs, LPNs, other) members be assigned/dedicated to the SBBC account?
 Yes ___ No ___

214. Will the Medical Management Program you are proposing for SBBC provide the same services for HMO and PPO plan designs? Yes ___ No ___ If no, describe differences.

215. Describe your medical protocols to determine:

- A. Medical necessity
- B. Medical appropriateness
- C. Experimental and investigational treatment

Self-Funded Questionnaire

216. Provide the total number of encounters, for South Florida (Broward, Miami-Dade and Palm Beach Counties), for Behavioral Health and Substance Abuse services in 2010, 2011 and 2012. Complete tables below.

Inpatient-Hospital Days/1,000 Members						
	2010 Days/1,000	2010 Average Cost Per Day	2011 Days/1,000	2011 Average Cost Per Day	2012 Days/1,000	2012 Average Cost Per Day
Psychiatric						
Alcohol/Sub- stance abuse						
Total						

Outpatient-Visits/1,000 Members						
	2010 Visits/1,000	2010 Average Cost Per Visit	2011 Visits/1,000	2011 Average Cost Per Visit	2012 Visits/1,000	2012 Average Cost Per Visit
Psychiatric						
PHD						
MD						
MS						
RN						
Alcohol/Sub- stance abuse						
PHD						
MD						
MS						
RN						
Total						

217. Provide the number of your encounters, for South Florida (Broward, Miami-Dade and Palm Beach Counties), for EAP Services in 2010, 2011 and 2012. Use chart below.

Employee Assistance Program	2010	2011	2012
Visits/1,000 lives			
Percent of covered lives that sought services			
Average number of visits per EAP participant			

Disease Management/Wellness

218. In three pages or less, describe your disease management program. Include details on how your Disease Management Programs remain current based on research and industry trends.

- a. Intervention Model. How would you characterize your program? High reach, low intensity model? A low reach, high-intensity model? A nurse-based program? A technology-based program?

Self-Funded Questionnaire

- b. Patient identification. What percentage of members are identified for intervention?
- i. Through claims
 - ii. Through other programs (case management, wellness coach)
219. Of the patients identified, how many are contacted by a medical management professional? For this question, "contact" is a LIVE attempt to contact a member by a medical management professional either through a phone call to the member or to the member's spouse or the member's physician. If you have other means of contacting members such as automated calls, mailings, text messaging or email blasts, please note them here.
220. Is there additional metrics that we are not capturing in this section? If so, please feel free to add some other information about your program that, in general, makes your program stand out among the competition.
221. With regard to specific diseases:
- What diseases do you actively manage?
 - Do you use different interventionists for different disease states?
 - When do you begin to manage a particular disease? For example, with cancer do you offer assistance at the time of diagnosis or during an active course of treatment?
222. Is your disease management group in house? If not, how does your subcontractor access patient benefits, eligibility, etc.?
223. Describe, in one page or less, how different parts of the clinical model capture and share information.
224. With regards to "Hand Offs and Overlaps", how does a hand off work? A hand off is when one part of the clinical model needs to involve another part of the clinical model? How does case management interact with disease management? Is it possible that more than one part of the clinical model is "touching" a patient at the same time? If so, how is information shared between parts of the clinical model?
225. In three pages or less, describe your wellness program. Be sure to include the basic nature of the program, inclusive of the following:
- Participation rates x incentives
 - Patient identification - What percentage of members are identified for intervention?
 - Through claims
 - Through other programs (case management, wellness coach)
 - Of the patients identified, how many are contacted by a medical management professional? For this question, "contact" is a LIVE attempt to contact a member by a medical management professional either through a phone call to the member or to the member's spouse or the member's physician. If you have other means of contacting members such as automated calls, mailings, text messaging or email blasts, please footnote them here.
 - Is there some other metric that we are not capturing in this section? If so, feel free to add some other information about your program that, in general, makes your program stand out among the competition.

Self-Funded Questionnaire

226. Complete the chart below for each service your organization provides (check all that apply). Provide examples of your resources:

Wellness Services	DELIVERY MODE					OUTSOURCED VENDOR
	Direct Mail	Online	Telephonic	Onsite	Seminars/One-on-One Counseling	Name of Vendor
Health Risk Assessment						
Biometric Screenings						
Diabetic Counseling						
Health Coaching						
Health Education & Awareness Campaigns						
Self Directed Programs						
Resource Facilitator						
Health Partnerships						
Follow UP Reports						

227. Describe the medical staff and/or advisory board who are responsible for reviewing your programs.

228. Describe your capabilities to manage rewards and incentives. Provide examples of incentives and budget.

229. SBBC currently has minimal incentive to drive participation into disease management/wellness programs. Describe your strategy to drive participation and maintain participant engagement.

230. Indicate participation and completion rates (per and post) for clients you have provided the following type of onsite and online initiatives. Describe the initiatives.

Onsite Initiatives	Participation Rates	Completion Rates
Walking Programs		
Exercise Programs		
Weight Loss Challenges (Total Weight Loss)		
Nutrition Programs		
Gym/Fitness Center Participation/Encouragement		

231. Complete the chart below and provide documentation and evidence for the Lifestyle Management Programs you provide (check all that apply). Provide evidence for gender specific education and awareness (i.e., breast care for women, cardiovascular disease for women, prostate for men).

Lifestyle Management Programs – Delivery Mode						
	Mailings	Self Directed Programs	Telephonic Coaching	Onsite Seminars Lunch and Learns	One-on-One Counseling	Other
Heart Disease						

Self-Funded Questionnaire

Diabetes & Diabetic Counseling						
Cholesterol						
Hypertension						
Asthma						
Nutrition						
Fitness & Exercise						
Women's Health						
Men's Health						
Self Care						
Smoking Cessation						
Weight Management						
Stress Management						
Other:						

232. Are your Disease Management Programs accredited? Yes___ No___ If yes, by which accreditation organization and status achieved?

233. How are network providers made aware of the availability of your Disease Management Program?

234. Describe your capabilities to manage or offer the following (check all that apply):

	SERVICES				OUTSOURCED VENDOR	
	Offer	Manage	Coordinate	Community Partnership	Name of Vendor	Service Not Offered
Onsite Clinic						
Lunch and Learns						
Fitness Center Discounts						
Weight Loss Competitions						
Stress Management (Yoga, Tai Chi, etc)						
Walking Programs						
Other:						

235. Describe the type of reporting you use to track, analyze and assess cost savings:

	REPORTS	FREQUENCY
		Monthly, Quarterly or Annually
Enrollment		
Participation		
Utilization (Gyms)		
Health Risk Change (Pre & Post)		

Self-Funded Questionnaire

Clinical Outcomes		
Participant Satisfaction		
Claims Savings	<input type="checkbox"/> Medical <input type="checkbox"/> RX <input type="checkbox"/> Diagnosis	
Short-Term Disability		
Absenteeism		
Productivity		
Quality of Life		
ROI		
Administration		
Wellness Savings		
Wellness Impact		

236. List the total employer groups and total members your company provided Disease Management Programs to January 1, 2012 and January 1, 2013. Complete the table below:

	As of January 1, 2012		As of January 1, 2013	
	Employer Groups	Members	Employer Groups	Members
Nationally				
Florida				
South Florida (Broward, Miami-Dade, Palm Beach)				

237. Are members identified for Disease Management automatically enrolled (requiring them to opt-out if they choose not to participate) or do members identified for Disease Management have to enroll to participate?

238. What are your organization's criteria to discharge/disenroll a member?

239. Provide patient attrition rate (patient disenrolls) in 2012 for each Disease Management Program offered.

240. Describe the type and number of staff professionals (PA's, LPN's, RN's and Nurse Practitioners) who will be handling SBBC members. How is the staff assigned to each case? Describe oversight/supervision by physicians.

241. Are patient's physicians notified of the Disease Management care plan? Progress or lack of progress?

242. All members in the Disease Management Program should have a specific nurse manager regardless of whether they are suffering from one or more than one chronic condition. If there are exceptions, explain each.

243. How does your organization measure clinical impact of each Disease Management Program?

Quality Assurance

244. In two pages or less, describe your Quality Assurance program.

245. Provide specific examples as to how your objective measurement and information sharing process has improved clinical and financial outcomes in South Florida over the past two years.

Self-Funded Questionnaire

246. Describe the process to share information with providers, facilities and hospitals.
247. What clinical studies were conducted in the past two years?
248. What interventions were put into place to improve outcomes as a result of the clinical studies?
249. Have any providers, facilities and hospitals in South Florida been sanctioned or terminated for quality reasons?
Yes ___ No ___ If yes, describe.

Customer Service

250. 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?
251. How do you track verbal and written complaints received by your organization?
252. 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 ___
253. How many verbal and written complaints were received per 1,000 members during 2010, 2011 and 2012?

Year	Number per 1000
2010	
2011	
2012	

254. 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?
Yes ___ No ___
255. Can your plan track and report on customer service activity? Yes ___ No ___
256. Does your plan have a 24-hour toll free number for member services and provider services? Yes ___ No ___ If no, what are the days and hours of operation?
257. Describe the services and features members have access to on your website?
258. How are providers instructed to handle members who have not yet been issued member ID cards?
259. Can you accommodate information from carve-out vendors for ID cards? Describe any requirements and limitations.
260. How many ID cards will be distributed per family?
261. Is there a charge for replacement cards? Yes ___ No ___ If yes, what is the charge?
262. What is your normal turnaround time for production and mailing of ID cards?

Self-Funded Questionnaire

263. Describe your 24-hour nurse line. Do you report on usage? Yes ___ No ___

264. What are your organization's target goals for the following metrics:

Member Service	Target Goal	2011 Actual Performance
Average Speed of Answer		
Average Length of Call		
First Call Resolution Rate		
Call Abandonment Rate		

265. Describe online resources that are available specifically in South Florida (Broward, Miami-Dade and Palm Beach Counties) to SBBC members:

Member Online Resources	Yes	No	Planned*
Provider Directory			
Links to Physicians' Websites			
Claim Status			
Claims History			
Explanation of Benefits			
Provider Performance Information (Hospital Comparison/Profiles)			
Health Risk Assessment			
Personalized Health Record			
Plan Policies or SPDs			
Receive Personalized Health News/Information			
Health Coaching			
Ask a Nurse/Medical Questions			
Disease Specific Chat Rooms			
File Complaints			
E-mail Member Service			
Order Replacement ID Cards			
Other			

*Must indicate date of anticipated implementation.

Provider Fraud and Abuse

266. In one page or less, describe your provider fraud and abuse unit.

267. How are services determined to be "excessive", "abusive", or "of questionable need"? Please provide examples of each.

Self-Funded Questionnaire

268. What percentage of claims submitted are determined to be "excessive", "abusive", or "of questionable need" from a provider perspective?
 - number
 - dollars
269. Of all the claims identified in the prior question, what percentage of total providers in the network were involved?
270. How many providers are investigated each year for fraud and abuse? How many of these providers have been removed from the network? How many dollars have been recovered from these providers?
271. How many providers are engaged when potential fraud and abuse is identified?
272. Of all the claims identified in the prior question, what percentage of total providers in the network were involved?

Patient Fraud and Abuse

273. In one page or less, describe your patient fraud and abuse unit.
274. How are services determined to be "excessive", "abusive", or "of questionable need"? Please provide examples of each.
275. What percentage of claims submitted are determined to be "excessive", "abusive", or "of questionable need" from a provider perspective?
 - number
 - dollars
276. Explain how you integrate patient abuse with provider abuse.

Data Services

277. Provide a listing of your standard reports that will be provided to SBBC, and at what intervals these reports will be available.
278. Ad hoc reports shall be available upon request. Will there be an additional charge for these reports? Yes___ No___
 ___ If yes, what is the cost?

Implementation

279. Describe your implementation process if you are the Awardee(s), including significant deliverables, project manager and timelines for an implementation date of January 1, 2014.
280. Describe your standard banking arrangement for self-funded clients. Include:
- How and when is the account funded?
 - Options you have available for reimbursement frequency and method.
 - The minimum funding balance requirement and its development, and any initial deposit requirements.

Self-Funded Questionnaire

281. A description (including any report samples) of the services you can provide SBBC to fund, monitor and reconcile the self-funding account.
282. Describe how you develop your administrative pricing for self-funded accounts.
- What do administrative costs (including network charges) represent?
 - As a percent of claims?
 - As a capitated dollar amount per employee?
283. Do you subrogate claims? Yes ___ No ___ If yes, please explain. Is there a charge for this? Yes ___ No ___ Identify all charges associated with subrogation, COB, third party vendors, etc.

Pharmacy Benefit Management (PBM) Questionnaire

- Are any drug manufacturers, distributors, or pharmacy organizations in an ownership, day-to-day management or board of director positions with your organization? Yes ___ No ___ If yes, describe.
- How long has your organization been administering PBM services in Florida?
- Are you (and any other organization included in your Proposal) accredited by a national accreditation organization? Yes ___ No ___ If yes, what accreditation organization? What is the date of the most recent accreditation status?
- Provide the enrollment data as requested below:

NATIONAL ENROLLMENT	1/1/2010	1/1/2011	1/1/2012	1/1/2013
Commercial Enrollment				
Medicare Enrollment				
Medicaid Enrollment				
Other Enrollment				
Total Enrollment				
FLORIDA ENROLLMENT	1/1/2010	1/1/2011	1/1/2012	1/1/2013
Commercial Enrollment				
Medicare Enrollment				
Medicaid Enrollment				
Other Enrollment				
Total Enrollment				
SOUTH FLORIDA ENROLLMENT (Broward, Miami-Dade, Palm Beach)	1/1/2010	1/1/2011	1/1/2012	1/1/2013
Commercial Enrollment				
Medicare Enrollment				
Medicaid Enrollment				
Other Enrollment				
Total Enrollment				

- What percentage of your total enrollment in 2012 is from public sector clients? _____ %

NETWORK INFORMATION

- Are all pharmacies in your network linked to your claims adjudication and clinical authorization systems at the Point of Sale? Yes ___ No ___
- Do you subcontract with an outside mail service vendor? Yes ___ No ___ If yes, which mail service vendor do you use and how is mail order integrated with your retail program?

Pharmacy Benefit Management (PBM) Questionnaire

8. In alphabetical order, list the contracted independent pharmacies in the South Florida (Broward, Miami-Dade, Palm Beach) area that you are proposing for SBBC. Provide this list in a usable Excel format.

Pharmacy Name	Location (City Only)	Zip Code

9. List the national pharmacy chains that are currently contracted with your organization that you are proposing for SBBC. Provide this list in a usable Excel format.

Pharmacy Chain Name

- 10. Provide the number of pharmacies in closed network and pricing for both a traditional and pass through model.
- 11. Provide the number of pharmacies in custom network and pricing for both a traditional and pass through model.
- 12. What is your average mail order turnaround time?
- 13. Provide the address of each mail service facility. What facility would SBBC members' mail order prescriptions be dispensed?
- 14. Describe your disaster plan for mail service facilities. Are they redundant?
- 15. What is the procedure for purchasing prescription drugs outside of the service area where there are no contracted pharmacies? We have retirees in all 50 states; do you have service available in all states? Yes ___ No ___
- 16. Is your organization willing to add pharmacies at the request of SBBC? Yes ___ No ___
- 17. Can pharmacies access your service representatives 24-hours/day? Yes ___ No ___ If no, what hours are service representatives available? If no, what do members do for emergency pharmaceutical issues?

Pharmacy Benefit Management (PBM) Questionnaire

18. How often does your organization measure satisfaction with the retail pharmacies in your network? How is feedback provided back to retail pharmacies?
19. Are member satisfaction surveys conducted on overall PBM services? Yes ___ No ___ If yes, how often are these conducted and what population (geographic area and number of surveys) are the surveys sent? How is feedback provided back to the retail pharmacies, mail service and specialty drug service providers?
20. Do you conduct random or routine audits on retail pharmacies? Yes ___ No ___ If yes, explain the process and frequency.
21. Explain how you maintain quality control with your network pharmacies.
22. How many pharmacies have been removed from your network for quality or service issues in each of the following years: 2010, 2011, and 2012?
23. What percentage of prescriptions filled at your mail service facility are submitted electronically (e-prescribing)?
24. What is your organization's strategy to expand e-prescribing?

NETWORK PRICING (CLAIM COST)

NOTE: Please use post-AWP settlement AWP as your baseline.

25. Provide your proposed ingredient cost, dispensing fees and administrative fees for brand name drugs post-AWP settlement (AWP-XX% format). Are these costs/fees guaranteed for a minimum of three years? Yes ___ No ___

Brand Name Drugs	Ingredient Cost	Dispensing Fee	Administrative Fees
Retail 30			
Mail Order			
Specialty Drugs			
Exclusive Specialty Pharmacy			

26. Provide your proposed ingredient cost, dispensing fees and administrative fees for generic drugs post-AWP settlement (AWP-XX% format). Are these costs/fees guaranteed for a minimum of three years? Yes ___ No ___

Generic Drugs	Ingredient Cost	Dispensing Fee	Administrative Fees
Retail 30			
Mail Order			
Specialty Drugs			
Exclusive Specialty Pharmacy			

Pharmacy Benefit Management (PBM) Questionnaire

27. Proposer must complete the Prescription Drug Repricing Worksheet (Attachment C) by indicating Rx count, AWP actual ingredient pricing, dispensing fees, tax, administrative fees, gross costs and rebates for the drugs listed, and in which formulary tier these drugs are included. Provide this information in a usable Excel format.
28. Describe how your organization encourages the use of mail order with other clients to maximize savings. Describe any guarantees you offer regarding your commitment to encourage mail order use.
29. Do you maintain the same pricing contracts for all network retail pharmacies? Yes ___ No ___ If no, explain.
30. If mail order program is offered in conjunction with your retail program, does the formulary rebate program apply to the mail order program? Yes ___ No ___
31. Will you offer SBBC pass through pricing on retail and mail order? Yes ___ No ___ SBBC will audit this pricing structure annually as part of the PBM audit.
32. Do you have other contracted retail network arrangements offering additional cost savings? Yes ___ No ___ If yes, provide list and cost savings opportunity.
33. Do you participate in pharmacy withholds? Yes ___ No ___ If yes, provide copies of pharmacy remittances that are available.
34. Submit your most recent full MAC list, indicate date, in a usable Excel file format.
35. Submit the full MAC list you will use for SBBC. If you have multiple MAC lists, submit all that are applicable in a usable Excel file format.
36. Do you use a Maximum Allowable Cost (MAC) program for retail, mail or both? Retail ___ Mail ___ Both ___ If you have separate lists for retail and mail, submit both lists in a usable Excel format.
37. How is MAC pricing established? Is MAC pricing offered on mail services? If not, why? If yes, is the mail service MAC the same as the retail MAC?
38. Are various MAC pricing levels available or do you have only one set of MAC pricing? If you have various MAC pricing levels explain when and how they are used?
39. What is your MAC program ingredient cost baseline? Do you guarantee these costs and for how long?
40. How often does your MAC pricing baseline change?
41. In a MAC program, explain how DAW prescriptions are expensed to the plan member under:
 - A mandatory generic program.
 - A non-mandatory generic program.
42. Please indicate number of GCN or GPI's on your MAC list (broken down by retail) and the total GCN or GPI's available (i.e., % of generics MAC'd at retail give total GPI or GCN number of generics that are MAC'd divided by total number of GPI or GCN codes available). Include for both traditional and pass through models.

Pharmacy Benefit Management (PBM) Questionnaire

43. Please indicate number of GCN or GPI's on your MAC list (broken down by mail) and the total GCN or GPI's available (i.e., % of generics MAC'd at mail give total GPI or GCN number of generics that are MAC'd divided by total number of GPI or GCN codes available). Include for both traditional and pass through models.
44. List 14-digit GPI code, Name of Drug and MAC price/unit in a usable Excel format sorting the list by ascending GPI code:

GPI 14 Code	Name of Drug and Strength	Retail MAC	Mail MAC if Applicable

45. Do you use an 11-digit NDC? Yes ___ No ___ Do you repackage mail service Rx sizes to use a different package size pricing? Yes ___ No ___
46. Provide unit pricing (including NDC 11 Code, drug name, strength and dosage, number of scripts, total ingredient cost and cost per day of therapy) as of January 2013, for the attached list (Attachment C) of SBBC retail drugs, mail order drugs and specialty drugs in a useable Excel file format.
47. What is your average generic fill rate for your entire book of 2012 (to date) commercial business in retail?
48. What is your average generic fill rate for your entire book of 2012 (to date) commercial business in mail?
49. What is your average generic fill rate for your entire book of 2012 (to date) commercial business combined mail and retail?
50. What is your average generic discount off AWP for your entire book of commercial business retail and mail (post AWP settlement)?
51. What is the expected overall generic discount for SBBC when excluding U&C and zero balance claims at retail?
52. Is there a price differential between the amount billed to the plan sponsor and the amount paid to the pharmacy for brand drugs? For generics?

FORMULARY INFORMATION

53. How is your prescription formulary developed and administered?
54. Are the formularies based on the lowest cost prescriptions available? Yes ___ No ___

Pharmacy Benefit Management (PBM) Questionnaire

55. Are formularies based on efficacy and safety? Yes ___ No ___
56. What types of open or closed formularies can you administer?
57. Provide your proposed formulary listing in a manipulable Excel format with the drug names in alphabetical order.
58. Describe the process used to update the formulary. How often is it updated?
59. How are physicians notified about your formulary and updates to your formulary?
60. Can SBBC design its own formulary? Yes ___ No ___
61. Can certain drugs be limited to a specific diagnosis or written by specific specialty physicians? Yes ___ No ___ Describe.
62. List your generic strategy and specific programs to encourage the use of generic medications.
63. How will you prevent the cost to SBBC of a generic recently off patent not-to-exceed brand name pricing during the introductory period?
64. Do you provide pharmacists with incentives to dispense generics? Yes ___ No ___ If yes, describe.
65. Will you guarantee a generic utilization percentage for retail and mail? Yes ___ No ___ If yes, at what percentage and for how long?
66. Can you administer plans that include coverage for Over-The-Counter (OTC) drugs in the formulary? Yes ___ No ___ Explain.
67. If a drug goes off patent and is sold Over-The-Counter, how do you price its equivalent-type drugs (i.e., what tier)?
68. If drugs are moved to Over-The-Counter, will the rebate structure change? Yes ___ No ___ If yes, explain.
69. Do you utilize a Third Party to calculate rebates? Yes ___ No ___ If yes, is this included in your pricing or fees?
70. How long after plan inception is the first rebate share paid and in what intervals thereafter?
71. Compare your list of generic and brand drugs to the Consumer Reports Best Buy Drugs (www.crbestbuydrugs.com). Will you mark Best Buy drugs on your formulary and provide a link to consumer reports best buy drugs?

Pharmacy Benefit Management (PBM) Questionnaire

72. Complete the following table for traditional and pass through models. Indicate if the rebate is per Rx or per brand Rx, do not use re-bateable, PEPM or PMPM:

	Traditional	Pass Through	Comments
Retail 2-tier per claim rebate by brand Rx guaranteed.			
Retail 2-tier per claim rebate by all claims guaranteed.			
Mail Service 2-tier per claim rebate by claim guaranteed Indicate minimum or maximum.			
Mail Service 2-tier per claim rebate by brand claim guaranteed Indicate minimum or maximum.			
Retail 3-tier per claim rebate \$15 differential Indicate minimum or maximum.			
Mail Service 3-tier per claim rebate /\$30 differential Indicate minimum or maximum.			
Are all rebates guaranteed? Minimum or maximum?			
Rebate administration fee? Rebate guarantees above must be after any rebate admin fee is extracted.			

PLAN ADMINISTRATION

- 73. Can you accommodate the current plan design that SBBC offers? Yes ___ No ___
- 74. Does your organization seek recovery from members for overpayments or inappropriate use of their drug plan? Yes ___ No ___ If yes, describe.
- 75. Describe your available step therapy, quantity limits, clinical prior authorization and any other Coverage Management Programs. Include list of drugs subject to these programs and any fees or cost for each.
- 76. Will your organization offer guarantees on savings from Coverage Management Programs? Yes ___ No ___ If yes, describe.

Pharmacy Benefit Management (PBM) Questionnaire

77. Describe the procedure a participating pharmacy must follow to fill a prescription that is limited by the plan.
78. Does SBBC have the choice to opt into or out of these programs? Yes ___ No ___ If yes, what are the cost consequences?
79. Is your clinical prior authorization process administered in-house or by a Third Party?
80. Do you offer any guarantees on savings from your clinical programs? Yes ___ No ___
81. Describe each of your organization's programs for the following and any fees for each including both a traditional and pass through model:
- Concurrent DUR
 - Retrospective Drug Utilization Review
 - Medication Management Therapy
 - High Utilization Identification/Management
 - Physician Profiling
 - Interventions Program with Members, Physicians and Pharmacies
 - Disease Management Programs
 - Drug Utilization Safety Edits
 - New Drug Introduction Management Programs
 - Substance Abuse
 - Trend Management
 - Other Cost Saving Programs
82. Are you proposing the members cost share to be the lesser of UCR, ingredient cost plus dispensing fee, or member copayment? Yes ___ No ___ Does this differ between retail and mail? Yes ___ No ___ If yes, describe.
83. Does lower of usual and customary pricing always apply at retail? Explain the \$4 Rx's and how it adjudicates.
84. Is the mail service plan integrated with your retail program for utilization review and cost reporting? Yes ___ No ___ How often is this reported?
85. How does your mail service dispense medications that do not fall into a 90-day supply due to packaging limitations?
86. What incentives do you recommend to encourage participants to use mail order?
87. Does the mail order pharmacy program include a repacking charge? Yes ___ No ___
88. Outline the procedure you use to pursue refunds for prescriptions dispensed in error.
89. Are plan members penalized if a mandatory generic program is in place and the pharmacy is out of generic stock? Yes ___ No ___

Pharmacy Benefit Management (PBM) Questionnaire

90. Is an Internet pharmacy available through your PBM? Yes ___ No ___ If yes, describe (online refill orders, etc.)
91. Does SBBC have the ability to access your database in real time for purposes of adds/deletes, tracking plan experience, utilization patterns and other available plan information? Yes ___ No ___ Is software and training provided? Yes ___ No ___ Is there a charge?
92. Do you offer online eligibility maintenance for SBBC? Yes ___ No ___
- If yes, is there a charge?
 - Is there a charge for hard-copy maintenance?
 - Is software and training provided for online? Is there a charge?
93. How does the PBM data integrate with the other carriers/vendors such as the medical plans? How often?
94. Do you have the ability to provide a coordination of benefit (COB) provision? Yes ___ No ___
95. Do you charge a fee for ID card preparation (initial and replacements)? Yes ___ No ___ Member informational packets? Yes ___ No ___
96. Can your network accept a combination Medical/Rx card? Yes ___ No ___ Is there any additional charge for this? Yes ___ No ___
97. If a separate ID card is provided by the PBM, what is the maximum number of Rx cards allowed per family without any additional card production charges?
98. Ad hoc reports shall be available. Will there be an additional cost for ad hoc reports? Yes ___ No ___ If yes, describe.
99. Do you have online reports? Yes ___ No ___ If yes, who has access?
100. What management information reports would you be able to generate under:
- Paper claim submission
 - Electronic claim submission
 - Both
 - Is software and training provided for online? Is there a charge?
101. Is your reporting system capable of reporting single/couple/family membership participation on a month-to-month basis and by plan type? Yes ___ No ___
102. Does your network reporting capability include tracking for plan expenses associated with brand (single vs. multisource, preferred vs. non-preferred) name and generic drugs, including the number of claims paid, claim costs, average cost per claim and per member per month costs by plan type?
103. Do you own your electronic claims adjudication system? Yes ___ No ___ If no, do you contract with an outside vendor? Yes ___ No ___ If yes, who is the outside vendor?

Pharmacy Benefit Management (PBM) Questionnaire

- 104. Can you track the dispensing records of various plan providers (i.e., Physicians, Pharmacists)? Yes ___ No ___
- 105. What programs will you offer SBBC to detect fraud and abuse?
- 106. What programs will you offer SBBC to assure patient compliance?
- 107. Confirm that you will submit accurate and timely Medicare D reports directly to CMS monthly. How many other clients do you provide this service?
- 108. Describe your clinical cost management programs and do you include any of the following:
 - Anti-fungal
 - Appropriateness of Use
 - Daily Average Consumption
 - Gastrointestinal
 - Generic Solutions
 - Maximum Daily Dose
 - Migraine
 - NSAIDs
 - Pain Medication
 - Substance Abuse

SPECIALTY PHARMACY INFORMATION

- 109. Submit your most recent full specialty drug list, indicate the date in a usable Excel format.
- 110. Submit the full specialist list that will be used for SBBC and if you have multiple specialty lists based on open or exclusive/closed networks, submit pricing for each option.
- 111. Submit the full specialty list including 11-digit NDC Code, name of drug, strength, price/unit and open discount and sort by ascending NDC Code:

Drug Name and Strength	NDC 11 Code	Price/Unit

- 112. Submit the full specialty list including 11-digit NDC, name of drug and strength, price/unit, open discount and sort by ascending NDC code:

Drug Name and Strength	NDC 11 Code	Drug/Unit

- 113. Do you own your own specialty pharmacy? Yes ___ No ___ If yes, provide the name and locations.
- 114. What specialty pharmacy will be used for SBBC?

Pharmacy Benefit Management (PBM) Questionnaire

- 115. How often are J codes updated in your system?
- 116. Describe your specialty pharmacy program including its integration with your traditional mail and retail programs. How will you integrate with Medical plans if carved-out?
- 117. How do you distribute specialty drugs? Do you mail these medications to the member's house, doctor's office or local pharmacy, etc.?
- 118. Describe your clinical interventions/programs and member services that are available with dispensing of specialty drugs.
- 119. Describe other cost containment efforts your organization may offer to control the cost of specialty drugs and utilization.
- 120. Do you share rebates on specialty medications? Yes ___ No ___ If yes, describe.
- 121. Complete the following table for both traditional and pass through models:

	Traditional	Pass Through	Comments
Average Retail Discount on Network Specialty Pharmacy Brand products guaranteed (post AWP settlement)			
Average Retail Discount on Network Specialty Pharmacy Generic products guaranteed			
Average Mail Discount on Specialty Pharmacy Brand products guaranteed (post AWP settlement)			
Average Mail Discount on Specialty Pharmacy Generic products guaranteed			
Specialty Pharmacy exclusive program Brand discounts guaranteed (post AWP settlement)			
Specialty Pharmacy exclusive program Generic discounts guaranteed			

Pharmacy Benefit Management (PBM) Questionnaire

Specialty Pharmacy Dispensing Fee - Retail Brand guaranteed			
Specialty Pharmacy Dispensing Fee - Retail Generic guaranteed			
Exclusive Specialty Pharmacy Dispensing Fee - Brand guaranteed			
Exclusive Specialty Pharmacy Dispensing Fee - Generic guaranteed			
Specialty Pharmacy Dispensing Fee - Mail Generic guaranteed			
Specialty Pharmacy Dispensing Fee - Mail Brand guaranteed			

ADMINISTRATIVE FEE STRUCTURE

- 122. Does the client retain any liability for post-termination utilization by former plan participants? Yes ___ No ___ If yes, describe.
- 123. Provide a listing of standard programs and services that are included in your base administrative pricing arrangement.
- 124. Is there a charge for retail claim reversal? Yes ___ No ___ If yes, what are the fees? Mail order? Yes ___ No ___ If yes, what are the fees?
- 125. Is there a fee for retail rejected claims? Yes ___ No ___ If yes, what is the fee? Mail order rejected claim? Yes ___ No ___ If yes, what is the fee?
- 126. What is the retail paid claim administration fee or total administration fee for both a traditional and pass through model? (This is what you charge per Rx for all basic PBM services). Provide fees by PEPM, PMPM, and per Rx based on Rx count.

Pharmacy Benefit Management (PBM) Questionnaire

127. What is the mail order paid claim administration fee or total administration fee for both a traditional and pass through model? (This is what you charge per Rx for all basic PBM services). Provide fees by PEPM, PMPM, and per Rx based on Rx count.
128. What additional charges (i.e., clinical programs) are included in your administrative fees?
129. Do you pay fees or provide reimbursement to any outside parties? Yes ___ No ___ If yes, explain the fee/reimbursement structure.
130. Do you guarantee your clinical program savings? Yes ___ No ___ If yes, describe.
131. As a result of claims adjudication errors, pharmacy audits, improper payments, etc., how much have you paid out or refunded back to the plan sponsor/governmental agencies (Medicare/Medicaid) in 2007, 2008 and 2009?
132. Do you sell or distribute any claims data and client information to outside vendors? Yes ___ No ___ If yes, describe.
133. Do you have any other business products (i.e., Discount Card)? Yes ___ No ___ If yes, how many members are under this product?

Customer Service

134. What is the guaranteed turnaround time for routine mail services prescriptions? Problem mail service Rx's? How is this time measured by receipt into facility or receipt into pharmacy?
135. How are members notified when a mail order prescription is ready for refill?
136. How are members notified if there is a problem with their refill at mail order?
137. How does your organization seek reimbursement from members for prescriptions processed in error?
138. Does your mail service and retail network provide receipts to members that include the full cost, plan cost, member cost and member savings?

ATTACHMENT B

B1 - CPT Codes

B2 - Medical Claims Repricing Worksheet

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

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

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

CPT Codes

CPT4 Code	Description	Average Negotiated Allowable Fee			R&C
		HMO	POS	PPO	
Global Fees					
		\$	\$	\$	
00740	Anes-Ugi Endoscopy-Intro Prox Duod	-	-	-	\$ -
00810	Anes-Low Intest Endo-Dist To Duod	-	-	-	-
17110	Destruc Wart Mollusc/Milia; Up 14	-	-	-	-
20610	Arthrocentesis Aspir&/Inj; Maj Jnt	-	-	-	-
31231	Nasal Endo Dx Uni/Bil Sep Proc	-	-	-	-
43239	Ugi Endo; W/Bx 1/Mx	-	-	-	-
45378	Colonoscopy Flex; Dx-Sep Proc	-	-	-	-
45380	Colonoscopy Flex; W/Bx 1/Mx	-	-	-	-
76830	Ultrasound Transvaginal	-	-	-	-
80050	General Health Panel	-	-	-	-
80061	Lipid Panel	-	-	-	-
88305	Level Iv - Surg Path Gross&Mic Exam	-	-	-	-
90460	Imadm Any Route 1St Vac/Tox	-	-	-	-
90471	Immunization Admin; 1 Vaccine	-	-	-	-
90649	Hpv Vaccine 4 Valent, Im	-	-	-	-
90670	Pneumococcal Vacc 13 Val Im	-	-	-	-
90806	Psychotx Ov/Op Behv Mod 45-50 Mn;	-	-	-	-
92012	Ophth Serv: Med Exam; Interm Estab	-	-	-	-
92014	Ophth Serv: Med Exam; Comp Estab Pt	-	-	-	-
93000	Ecg-Routine 12 Lead; W/Intrpt & Rpt	-	-	-	-
93306	Tte W/Doppler, Complete	-	-	-	-
95004	Perq W/Allerg Extract-Spec # Test	-	-	-	-
95165	Prof Srvc Supv Prep&Prvs;1/Mx Antig	-	-	-	-
96413	Chemo, Iv Infusion, 1 Hr	-	-	-	-

CPT Codes

97110	Therap 1/> Areas/15 Min; Exercises	-	-	-	-
97140	Mnl Tx Tech 1/More Rgns Ea 15 Min	-	-	-	-
97530	Tx Actv Dir Pt Cnte Prov Ea 15 Min	-	-	-	-
98941	Chiropractic Manip Tx; Sp 3-4 Rgns	-	-	-	-
98943	Chiro Manip Tx; Extraspinal 1/> Areas	-	-	-	-
99202	Ofc/Outpt E&M New Low-Mod 20 Min	-	-	-	-
99203	Ofc/Outpt E&M New Mod-Sever 30 Min	-	-	-	-
99204	Ofc/Outpt E&M New Mod-Hi 45 Min	-	-	-	-
99205	Ofc/Outpt E&M New Mod-Hi 60 Min	-	-	-	-
99212	Ofc/Outpt E&M Estab Minor 10 Min	-	-	-	-
99213	Ofc/Outpt E&M Estab Low-Mod 15 Min	-	-	-	-
99214	Ofc/Outpt E&M Estab Mod-Hi 25 Min	-	-	-	-
99215	Ofc/Outpt E&M Estab Mod-Hi 40 Min	-	-	-	-
99223	Init Hosp-Day E&M Hi Sevrity 70 Min	-	-	-	-
99232	Subsqt Hsp-Day E&M Minr Cmpl 25 Min	-	-	-	-
99233	Subsqt Hosp-Day E&M Sig Cmpl 35 Min	-	-	-	-
99243	Office Cnslt New/Estab Mod 40 Min	-	-	-	-
99244	Ofc Cnslt New/Estab Mod-Hi 60 Min	-	-	-	-
99245	Ofc Cnslt New/Estab Mod-Hi 80 Min	-	-	-	-
99254	Initial Inpt Consult Mod-Hi 80 Min	-	-	-	-
99283	Emerg Dept Visit E&M Moderate Sever	-	-	-	-
99284	Er Visit E&M High Sever Urgent Eval	-	-	-	-
99285	Er Visit E&M High-Sever Sig Threat	-	-	-	-
99291	Critical Care E&M; 1St 30-74 Min	-	-	-	-
99395	Prd Prev Med E&M Est Pt; 18-39 Yrs	-	-	-	-
99396	Prd Prev Med E&M Est Pt; 40-64 Yrs	-	-	-	-

CPT Codes

Professional Component

88305	Level Iv - Surg Path Gross&Mic Exam	-	-	-	-
74177	Ct Abdomen&Pelvis W/Contrast	-	-	-	-
74176	Ct Abd & Pelvis W/O Contrast	-	-	-	-
88307	Level V- Surg Path Gross/Micro Exam	-	-	-	-
70450	Ct Head/Brain; W/O Contrast Matl	-	-	-	-

Ancillary (HCPCS)

A0427	Amb Srvc Als Emerg Transport Lev 1	-	-	-	-
S9083	Global Fee Urgent Care Centers				
A0429	Amb Service Bls Emergency Transport				
J7302	Levonorgestrel Intrauterine Contracept				
S3854	Gene Expression Profiling Panel				
J9355	Trastuzumab 10 Mg				
A4230	Infus Set Ext Insulin Pump Nonndle	-	-	-	-
A9502	Radophrm Tectum Tc 99M Tetrofosmin	-	-	-	-
J1745	Injection Infliximab 10 Mg	-	-	-	-
J2505	Injection Pegfilgrastim 6 Mg	-	-	-	-

ATTACHMENT C

C1 - Prescription Drug Repricing Worksheet

C2 - \$3 Generic

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



\$3 Generics

Tier 1A

The **\$3 Generic** is a select list of tier-one drugs determined by Coventry Health Care to be available for a reduced copay.

This is not meant to be a complete list of the drugs covered under your plan. Not all dosage forms of the drugs listed below are covered. Brand names are listed for informational reference. Under some circumstances, formulary drugs may be excluded from your plan (for example, oral contraceptives, growth hormone). We periodically review our Drug Formulary listing. This is the most current list at the time of printing and is subject to change. Some medications may require prior authorization or have quantity limits. Please consult with your Prescription Drug Plan Customer Service Representative for any questions about your coverage or for more information.

Drug Name	Dosage	Strength	Drug Name	Dosage	Strength
ALLERGIES			ARTHRITIS AND PAIN		
ALAVERT OTC	ODT	10MG	ALLOPURINOL	TAB	100MG
ALAVERT OTC	TAB	10MG	ALLOPURINOL	TAB	300MG
ALAWAY	DROP	0.025%	BACLOFEN	TAB	10MG
CETIRIZINE OTC	TAB	10MG	CYCLOBENZAPRINE	TAB	10MG
CETIRIZINE OTC	TAB	5MG	CYCLOBENZAPRINE	TAB	5MG
CETIRIZINE SYRUP	SYP	5MG/5ML	DICLOFENAC	TAB	75MG
LORATADINE OTC	ODT	10MG	IBUPROFEN	TAB	400MG
LORATADINE OTC	SYP	5MG/5ML	IBUPROFEN	TAB	600MG
LORATADINE OTC	TAB	10MG	IBUPROFEN	TAB	800MG
ZADITOR OTC	DROP	0.025%	MELOXICAM	TAB	15MG
ANTIBIOTIC TREATMENTS			MELOXICAM	TAB	7.5MG
AMOXICILLIN	CAP	250MG	NAPROXEN	TAB	375MG
AMOXICILLIN	CAP	500MG	NAPROXEN	TAB	500MG
AMOXICILLIN	DRO	50MG/ML	NAPROXEN	TAB	250MG
AMOXICILLIN	SUS	125/5ML	NAPROXEN	TAB	550MG
AMOXICILLIN	SUS	200/5ML	CHOLESTEROL		
AMOXICILLIN	SUS	250/5ML	GEMFIBROZIL	TAB	600MG
AMOXICILLIN	SUS	400/5ML	LOVASTATIN	TAB	10MG
CEPHALEXIN	CAP	250MG	LOVASTATIN	TAB	20MG
CEPHALEXIN	CAP	500MG	LOVASTATIN	TAB	40MG
CIPROFLOXACIN	TAB	250MG	PRAVASTATIN	TAB	10MG
CIPROFLOXACIN	TAB	500MG	PRAVASTATIN	TAB	20MG
DOXYCYCLINE CAP	CAP	100MG	PRAVASTATIN	TAB	40MG
DOXYCYCLINE CAP	CAP	50MG	PRAVASTATIN	TAB	80MG
DOXYCYCLINE TAB	TAB	100MG	SIMVASTATIN	TAB	5MG
ERYTHROMYCIN STEARATE	TAB	250MG	SIMVASTATIN	TAB	10MG
ERYTHROMYCIN	SUSP	200MG/5ML	SIMVASTATIN	TAB	20MG
ETHYLSUCCINATE			SIMVASTATIN	TAB	40MG
ISONIAZID	TAB	300MG	SIMVASTATIN	TAB	80MG
METRONIDAZOLE	TAB	250MG	DIABETES		
METRONIDAZOLE	TAB	500MG	CHLORPROPAMIDE	TAB	100MG
PENICILLIN VK	SOL	125/5ML	GLIMEPIRIDE	TAB	1MG
PENICILLIN VK	SOL	250/5ML	GLIMEPIRIDE	TAB	2MG
PENICILLIN VK	TAB	250MG	GLIMEPIRIDE	TAB	4MG
SMZ/TMP	SUS	200/40MG/5ML	GLIMEPIRIDE	TAB	4MG
SMZ/TMP	TAB	400/80MG	GLIPIZIDE	TAB	10MG
SMZ/TMP	TAB	800/160MG	GLIPIZIDE	TAB	5MG
TETRACYCLINE CAP	CAP	250MG	GLIPIZIDE ER	TAB	10MG
TETRACYCLINE CAP	CAP	500MG	GLIPIZIDE ER	TAB	5MG
ANTIVIRALS			GLYBURIDE	TAB	2.5MG
ACYCLOVIR	CAP	200MG	GLYBURIDE	TAB	3MG
ACYCLOVIR	TAB	400MG	GLYBURIDE	TAB	5MG
			GLYBURIDE	TAB	6MG
			METFORMIN	TAB	1000MG
			METFORMIN	TAB	500MG

\$3 Generics – Tier 1A (continued)

Drug Name	Dosage	Strength	Drug Name	Dosage	Strength
DIABETES continued			CLONIDINE	TAB	0.3MG
METFORMIN	TAB	850MG	DIGOXIN	TAB	0.125MG
METFORMIN ER	TAB	500MG	DIGOXIN	TAB	0.25MG
FUNGAL INFECTIONS			DILTIAZEM	TAB	120MG
FLUCONAZOLE	TAB	150MG	DILTIAZEM	TAB	30MG
GASTROINTESTINAL HEALTH			DILTIAZEM	TAB	60MG
CIMETIDINE	TAB	800MG	DILTIAZEM	TAB	90MG
DICYCLOMINE	CAP	10MG	DOXAZOSIN	TAB	1MG
DICYCLOMINE	TAB	20MG	DOXAZOSIN	TAB	2MG
FAMOTIDINE	TAB	20MG	DOXAZOSIN	TAB	4MG
FAMOTIDINE	TAB	40MG	DOXAZOSIN	TAB	8MG
LACTULOSE	SOL	10GM/15ML	ENALAPRIL	TAB	10MG
METOCLOPRAMIDE	SOL	5MG/5ML	ENALAPRIL	TAB	2.5MG
METOCLOPRAMIDE	SYP	5MG/5ML	ENALAPRIL	TAB	20MG
METOCLOPRAMIDE	TAB	10MG	ENALAPRIL	TAB	5MG
OMEPRAZOLE	CAP	20MG	ENALAPRIL/HCTZ	TAB	5/12.5MG
PRILOSEC OTC	TAB	20MG	ENALAPRIL/HCTZ	TAB	10/25MG
RANITIDINE	TAB	150MG	FUROSEMIDE	TAB	20MG
RANITIDINE	TAB	300MG	FUROSEMIDE	TAB	40MG
HEART HEALTH AND BLOOD PRESSURE			FUROSEMIDE	TAB	80MG
AMILORIDE/HCTZ	TAB	5/50MG	HYDRALAZINE HCL	TAB	25MG
AMLODIPINE	TAB	2.5MG	HYDROCHLOROTHIAZIDE	CAP	12.5MG
AMLODIPINE	TAB	5MG	HYDROCHLOROTHIAZIDE	SOL	50/5ML
AMLODIPINE	TAB	10MG	HYDROCHLOROTHIAZIDE	TAB	25MG
ATENOLOL	TAB	100MG	HYDROCHLOROTHIAZIDE	TAB	50MG
ATENOLOL	TAB	25MG	LISINOPRIL	TAB	10MG
ATENOLOL	TAB	50MG	LISINOPRIL	TAB	2.5MG
ATENOLOL/CHLOR	TAB	100/25MG	LISINOPRIL	TAB	20MG
ATENOLOL/CHLOR	TAB	50/25MG	LISINOPRIL	TAB	5MG
BENAZEPRIL	TAB	10MG	LISINOPRIL/HCTZ	TAB	10/12.5MG
BENAZEPRIL	TAB	20MG	LISINOPRIL/HCTZ	TAB	20/12.5MG
BENAZEPRIL	TAB	40MG	LISINOPRIL/HCTZ	TAB	20/25MG
BENAZEPRIL	TAB	5MG	LOSARTAN HCT	TAB	100/25MG
BENAZEPRIL HCL/HCTZ	TAB	5-6.25MG	LOSARTAN HCT	TAB	100/12.5MG
BENAZEPRIL HCL/HCTZ	TAB	10-12.5MG	LOSARTAN HCT	TAB	50/12.5MG
BENAZEPRIL HCL/HCTZ	TAB	12.5-20MG	LOSARTAN	TAB	25MG
BENAZEPRIL HCL/HCTZ	TAB	20-25MG	LOSARTAN	TAB	50MG
BISOPROLOL FUM	TAB	10MG	LOSARTAN	TAB	100MG
BISOPROLOL FUM	TAB	5MG	METOPROLOL	TAB	100MG
BISOPROLOL/HCTZ	TAB	10/6.25MG	METOPROLOL	TAB	25MG
BISOPROLOL/HCTZ	TAB	2.5/6.25MG	METOPROLOL	TAB	50MG
BISOPROLOL/HCTZ	TAB	5/6.25MG	PRAZOSIN	CAP	1MG
BUMETANIDE	TAB	0.5MG	PRAZOSIN	CAP	2MG
BUMETANIDE	TAB	1MG	PRAZOSIN	CAP	5MG
CAPTOPRIL	TAB	100MG	PROPRANOLOL	TAB	10MG
CAPTOPRIL	TAB	12.5MG	PROPRANOLOL	TAB	20MG
CAPTOPRIL	TAB	25MG	PROPRANOLOL	TAB	40MG
CAPTOPRIL	TAB	50MG	PROPRANOLOL	TAB	80MG
CARVEDILOL	TAB	12.5MG	SOTALOL	TAB	80MG
CARVEDILOL	TAB	25MG	SOTALOL	TAB	120MG
CARVEDILOL	TAB	3.125MG	SPIRONOLACTONE	TAB	25MG
CARVEDILOL	TAB	6.25MG	TERAZOSIN	CAP	10MG
CHLORTHALIDONE	TAB	25MG	TERAZOSIN	CAP	1MG
CHLORTHALIDONE	TAB	50MG	TERAZOSIN	CAP	2MG
CLONIDINE	TAB	0.1MG	TERAZOSIN	CAP	5MG
CLONIDINE	TAB	0.2MG	TRIAMTERENE/HCTZ	CAP	37.5/25MG
			TRIAMTERENE/HCTZ	TAB	25/37.5MG
			TRIAMTERENE/HCTZ	TAB	75/50MG
			VERAPAMIL	TAB	120MG
			VERAPAMIL	TAB	80MG

\$3 Generics – Tier 1A (continued)

ATTACHMENT C2

Drug Name	Dosage	Strength
HEART HEALTH AND BLOOD PRESSURE cont.		
VERAPAMIL	TAB	40MG
VERAPAMIL ER	TAB	120MG
WARFARIN	TAB	10MG
WARFARIN	TAB	1MG
WARFARIN	TAB	2.5MG
WARFARIN	TAB	2MG
WARFARIN	TAB	3MG
WARFARIN	TAB	4MG
WARFARIN	TAB	5MG
WARFARIN	TAB	6MG
WARFARIN	TAB	7.5MG
MENTAL HEALTH		
AMITRIPTYLINE	TAB	100MG
AMITRIPTYLINE	TAB	10MG
AMITRIPTYLINE	TAB	25MG
AMITRIPTYLINE	TAB	50MG
AMITRIPTYLINE	TAB	75MG
BENZTROPINE MESYLATE	TAB	0.5MG
BENZTROPINE MESYLATE	TAB	1MG
BENZTROPINE MESYLATE	TAB	2MG
BUSPIRONE HCL	TAB	5MG
BUSPIRONE HCL	TAB	10MG
CARBAMAZEPINE	TAB	200MG
CITALOPRAM	TAB	20MG
CITALOPRAM	TAB	40MG
CITALOPRAM	TAB	10MG
FLUOXETINE	CAP	10MG
FLUOXETINE	CAP	20MG
FLUOXETINE	CAP	40MG
FLUOXETINE TAB	TAB	10MG
HYDROXYZINE	SYP	10MG/5ML
NORTRIPTYLINE	CAP	10MG
NORTRIPTYLINE	CAP	25MG
PAROXETINE	TAB	10MG
PAROXETINE	TAB	20MG
PAROXETINE	TAB	30MG
PAROXETINE	TAB	40MG
SERTRALINE	TAB	25MG
SERTRALINE	TAB	50MG
SERTRALINE	TAB	100MG
TRIHEXYPHENIDYL HCL	TAB	2MG
OTHER MEDICAL CONDITIONS		
OXYBUTYNIN	TAB	5MG
PHENAZOPYRIDINE HCL	TAB	100MG
PREDNISONE	TAB	1MG
PREDNISONE	TAB	2.5MG
PREDNISONE	DSE PK	5MG

Drug Name	Dosage	Strength
PREDNISONE	TAB	5MG
PREDNISONE	DSE PK	10MG
PREDNISONE	TAB	10MG
PREDNISONE	TAB	20MG
TAMSULOSIN	CAP	0.4MG
SKIN CONDITIONS		
GENTAMICIN SULFATE	CRM	0.10%
GENTAMICIN SULFATE	OINT	0.10%
TRIAMCINOLONE ACETONIDE	CRM	0.025%
TRIAMCINOLONE ACETONIDE	CRM	0.1%
TRIAMCINOLONE ACETONIDE	CRM	0.5%
TRIAMCINOLONE ACETONIDE	OINT	0.025%
TRIAMCINOLONE ACETONIDE	OINT	0.1%
TRIAMCINOLONE ACETONIDE	OINT	0.5%
FLUOCINONIDE	CRM	0.05%
THYROID CONDITIONS		
LEVOTHYROXINE	TAB	0.025MG
LEVOTHYROXINE	TAB	0.050MG
LEVOTHYROXINE	TAB	0.075MG
LEVOTHYROXINE	TAB	0.088MG
LEVOTHYROXINE	TAB	0.100MG
LEVOTHYROXINE	TAB	0.112MG
LEVOTHYROXINE	TAB	0.125MG
LEVOTHYROXINE	TAB	0.137MG
LEVOTHYROXINE	TAB	0.150MG
LEVOTHYROXINE	TAB	0.175MG
LEVOTHYROXINE	TAB	0.2MG
THYROID	TAB	30MG
THYROID	TAB	120MG
THYROID	TAB	130MG
THYROID	TAB	195MG
VITAMINS AND NUTRITIONAL HEALTH		
FLUORIDE	CHW	0.25MG
FOLIC ACID	TAB	1MG
POTASSIUM	LIQ	20MEQ
POTASSIUM	TAB	10MEQ
POTASSIUM	TAB	8MEQ
WOMEN'S HEALTH		
ALENDRONATE SODIUM	TAB	70MG
ESTROPIPATE	TAB	0.625MG
ESTROPIPATE	TAB	1.25MG
MEDROXYPROGESTERONE	TAB	10MG
MEDROXYPROGESTERONE	TAB	2.5MG
MEDROXYPROGESTERONE	TAB	5MG

This is the most current list at the time of printing and is subject to change. Please refer to your health plan documents regarding any limitations or exclusions that may apply to your pharmacy benefit. Please consult with your Prescription Drug Plan Customer Service Representative for any questions about your coverage or for more information.

ATTACHMENT D

Current Plan Designs

HMO Plans – High and Low Options

Consumer-Driven Plan Option

Kids Plans – Basic and Enhanced

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

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

ATTACHMENT E

Financial Response Forms

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

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

FINANCIAL RESPONSE FORMS – SELF-FUNDED MODELS

Managed Care/HMO Models

SBBC is requesting a minimum of a 36-month rate guarantee for the ASO fees, as outlined below, for each self-funded option. The Proposer shall state its proposed prices for providing all Services as stated in the RFP. The proposed prices shall be stated in the format provided for below and the Proposer shall not deviate from the format. Note that fees in the initial Calendar Year (2014) shall be quoted on a Mature basis, i.e., fees/premiums are inclusive of run-out administration. Fees shall be quoted for 2014, 2015 and 2016. If the fee for one of the listed services is included in the fee for another service (e.g. if the utilization Management fee is included in the ASO fee), the enter "included" in the cell for that fee.

	2014	2015	2016
Expected Paid Claims			
Expected Change in Claim Reserves (PEPM)			
ASO Fees (PEPM)			
Access Fees (PEPM)			
Utilization Review/Medical Management Fees			
PBM Interface Fees (PEPM)			
Disease Management/Wellness Fees (PEPM)			
Disease Management			
Lifestyle Management			
Behavioral Health/Substance Abuse Fees (PEPM)			
Cobra Administrative Fees (PEPM)			
HIPAA Administrative Fees (PEPM)			
DUR Fees (PEPM)			
Claim Fiduciary Fees (PEPM)			
Credentialing			
Quality Assurance			
Claims Administration			
Customer Service			
Grievance/Appeals Administration			
Coordination of Benefits			
Subrogation Services			
Standard Reporting			
Ad hoc Reporting			
Interface with Other Carve-out Vendors			
Conversion Plan			
Run-Out Fees			
Other Fees (PEPM)			
Total Administrative Fees			

1. Are you willing to provide rate guarantees/rate caps for years four and five? If so, describe the rate guarantees/rate caps you are proposing.
2. Describe what products and services are included in your disease management fees.
3. Identify any other fees or costs that are not stated above, that would be included in your pricing. Include the amount of fee(s), cost(s), purpose for fee(s)/cost(s) and how the fee(s)/cost(s) is billed to SBBC. Also include any capitated claim expenses.
4. Identify all fees, savings programs, percentages of savings, etc. and if these are fixed for 36 months.
5. Is there a difference in the stated ASO fees for sole carrier versus dual carrier? If so, provide both sole carrier and dual carrier fees.

FINANCIAL RESPONSE FORMS – SELF-FUNDED MODELS

Consumer Driven Option

SBBC is requesting a minimum of a 36-month rate guarantee for the ASO fees, as outlined below, for each self-funded option. The Proposer shall state its proposed prices for providing all Services as stated in the RFP. The proposed prices shall be stated in the format provided for below and the Proposer shall not deviate from the format. Note that fees in the initial Calendar Year (2014) shall be quoted on a Mature basis, i.e., fees/premiums are inclusive of run-out administration. Fees shall be quoted for 2014, 2015 and 2016. If the fee for one of the listed services is included in the fee for another service (e.g. if the utilization Management fee is included in the ASO fee), the enter "included" in the cell for that fee.

	2014	2015	2016
Expected Paid Claims			
Expected Change in Claim Reserves (PEPM)			
ASO Fees (PEPM)			
Access Fees (PEPM)			
Utilization Review/Medical Management Fees			
PBM Interface Fees (PEPM)			
Disease Management/Wellness Fees (PEPM)			
Disease Management			
Lifestyle Management			
Behavioral Health/Substance Abuse Fees (PEPM)			
Cobra Administrative Fees (PEPM)			
HIPAA Administrative Fees (PEPM)			
DUR Fees (PEPM)			
Claim Fiduciary Fees (PEPM)			
Credentialing			
Quality Assurance			
Claims Administration			
Customer Service			
Grievance/Appeals Administration			
Coordination of Benefits			
Subrogation Services			
Standard Reporting			
Ad hoc Reporting			
Interface with Other Carve-out Vendors			
Conversion Plan			
Run-Out Fees			
Other Fees (PEPM)			
Total Administrative Fees			

ATTACHMENT E

1. Are you willing to provide rate guarantees/rate caps for years four and five? If so, describe the rate guarantees/rate caps you are proposing.
2. Describe what products and services are included in your disease management fees.
3. Identify any other fees or costs that are not stated above, that would be included in your pricing. Include the amount of fee(s), cost(s), purpose for fee(s)/cost(s) and how the fee(s)/cost(s) is billed to SBBC. Also include any capitated claim expenses.
4. Identify all fees, savings programs, percentages of savings, etc. and if these are fixed for 36 months.
5. Is there a difference in the stated ASO fees for sole carrier versus dual carrier? If so, provide both sole carrier and dual carrier fees.

FINANCIAL RESPONSE FORMS – SELF-FUNDED MODELS

Kids Plan Options

SBBC is requesting a minimum of a 36-month rate guarantee for the ASO fees, as outlined below, for each self-funded option. The Proposer shall state its proposed prices for providing all Services as stated in the RFP. The proposed prices shall be stated in the format provided for below and the Proposer shall not deviate from the format. Note that fees in the initial Calendar Year (2014) shall be quoted on a Mature basis, i.e., fees/premiums are inclusive of run-out administration. Fees shall be quoted for 2014, 2015 and 2016. If the fee for one of the listed services is included in the fee for another service (e.g. if the utilization Management fee is included in the ASO fee), the enter "included" in the cell for that fee.

	2014	2015	2016
Expected Paid Claims			
Expected Change in Claim Reserves (PEPM)			
ASO Fees (PEPM)			
Access Fees (PEPM)			
Utilization Review/Medical Management Fees			
PBM Interface Fees (PEPM)			
Disease Management/Wellness Fees (PEPM)			
Disease Management			
Lifestyle Management			
Behavioral Health/Substance Abuse Fees (PEPM)			
Cobra Administrative Fees (PEPM)			
HIPAA Administrative Fees (PEPM)			
DUR Fees (PEPM)			
Claim Fiduciary Fees (PEPM)			
Credentialing			
Quality Assurance			
Claims Administration			
Customer Service			
Grievance/Appeals Administration			
Coordination of Benefits			
Subrogation Services			
Standard Reporting			
Ad hoc Reporting			
Interface with Other Carve-out Vendors			
Conversion Plan			
Run-Out Fees			
Other Fees (PEPM)			
Total Administrative Fees			

ATTACHMENT E

1. Are you willing to provide rate guarantees/rate caps for years four and five? If so, describe the rate guarantees/rate caps you are proposing.
2. Describe what products and services are included in your disease management fees.
3. Identify any other fees or costs that are not stated above, that would be included in your pricing. Include the amount of fee(s), cost(s), purpose for fee(s)/cost(s) and how the fee(s)/cost(s) is billed to SBBC. Also include any capitated claim expenses.
4. Identify all fees, savings programs, percentages of savings, etc. and if these are fixed for 36 months.
5. Is there a difference in the stated ASO fees for sole carrier versus dual carrier? If so, provide both sole carrier and dual carrier fees.

ATTACHMENT F

Census

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

ATTACHMENT G

Claims Experience, Lag Report and Large Claims Data

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

ATTACHMENT H

Certificate of Insurance and Current SBBC Agreements

For your convenience, the Certificate of Insurance is ONLY available through the following website:

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

**THIRD AMENDMENT TO
AGREEMENT**

This Amendment ("Amendment") to the Agreement by and among Coventry Health Care of Florida, Inc. and Coventry Health and Life Insurance Company (collectively, "Coventry") and The School District of Broward County, Florida ("SBBC") effective September 8, 2010, as amended (the "Agreement"), is hereby entered into effective as of the 1st day of January, 2013. Coventry and SBBC shall be collectively referred to as the "Parties".

WHEREAS, the Parties entered into the Agreement effective September 8, 2010 whereby Coventry agreed to provide SBBC with Group Medical Benefits for School Board Employees as described in the RFP (as defined in the Agreement);

WHEREAS, Pursuant to Section 2.04 of the Agreement SBBC elected to convert from fully-insured to self-insured funding effective as of January 1, 2013 and provided Coventry with the required notice under Section 2.04 of the Agreement;

WHEREAS, In light of SBBC's determination to convert to self-insured funding effective January 1, 2013, the Parties hereby agree to amend the Agreement effective January 1, 2013 as set forth herein.

NOW THEREFORE, In consideration of the mutual promises and covenants set forth below, the sufficiency of which is acknowledged, Coventry and SBBC agree to amend the Agreement as follows:

I. AMENDMENTS.

A. The following Sections of the Agreement shall hereby be deleted from the Agreement: Sections 2.02, 2.03, 2.04, 2.05, 2.06, 2.12, 2.13, 2.14, 2.15, 2.18, 2.22, 2.27, 3.02, and 3.11.

B. The First Amendment to the Agreement dated April 28, 2011 is hereby deleted in its entirety.

C. The following language in Section 2.07 is hereby deleted from the Agreement: "one percent (1%) of total contract premium or".

D. Section 2.20. Section 2.20 of the Agreement is deleted in its entirety and restated as follows: "ASP shall use its best efforts to ensure that Non-Network Providers (as defined in Addendum A hereof) do not balance bill Beneficiaries (as defined in Addendum A hereof) enrolled in HMO type Plans for Emergency Services (as defined under Florida law). In the event that the Non-Network Provider balance bills a Beneficiary for such Emergency Services despite ASP's best efforts to discourage such behavior, Plan Sponsor hereby authorizes ASP to pay for such Emergency Services in accordance with ASP's policies and procedures in order to ensure that Beneficiaries are not financially liable for Covered Services, except for member financial responsibility set forth in the Plan."

E. Addendum A including Exhibits A, B and C attached thereto, attached hereto and incorporated herein, shall be added to the Agreement. Any and all conflicts between the terms and

conditions set forth in Addendum A and the Agreement shall be governed as set forth in Addendum A.

II. Miscellaneous.

A. Except as provided hereinabove, all of the terms and conditions contained in the Agreement shall remain unchanged and in full force and effect.

B. This Amendment is made pursuant to and in accordance with the terms and conditions of the Agreement.

C. All capitalized but not defined terms used herein shall have those meanings ascribed to them in the Agreement.

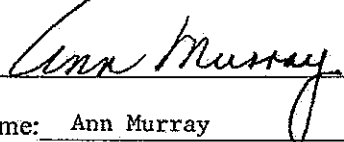
IN WITNESS WHEREOF, the Parties to this Amendment have caused the execution of this Amendment as of the day and year first above written.

SIGNATURES APPEAR ON THE FOLLOWING PAGES.

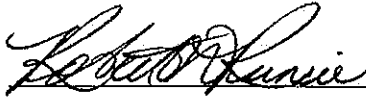
FOR THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

(Corporate Seal)

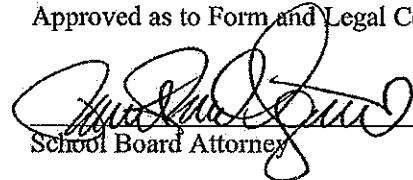
THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

By: 
Print Name: Ann Murray

ATTEST:


Print Name: Robert W. Runcie
Superintendent of Schools

Approved as to Form and Legal Content:


School Board Attorney

FOR COVENTRY HEALTH CARE OF FLORIDA, INC.
AND
COVENTRY HEALTH AND LIFE INSURANCE COMPANY

[Signature]
Witness

[Signature]
Signature
Christopher Ciano, Chief Executive Officer of
Coventry Health Care of Florida, Inc. and
Authorized Signatory of Coventry Health and
Life Insurance Company

[Signature]
Witness

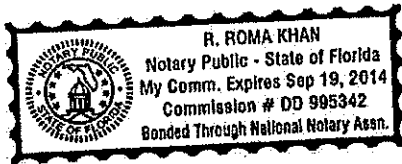
STATE OF Florida
COUNTY OF Broward

The foregoing was acknowledge before me by Christopher Ciano who is personally
known to me or who produced _____ as identification and who did/did not
first take an oath this 11 day of Sept, 2012.

My Commission expires:

[Signature]
Signature - Notary Public

(SEAL)



R. ROMA KHAN
Notary's Printed Name
9/19/2014
Notary's Commission No.

**ADDENDUM A
ADMINISTRATIVE SERVICES**

This Administrative Services Addendum A (this "Addendum") is effective the 1ST day of January 2013, (the "Effective Date") by and among The School Board of Broward County, Florida ("Plan Sponsor") the Plan Sponsor of one or more self-funded employee health and welfare benefits plan(s), and Coventry Health Care of Florida, Inc. and Coventry Health and Life Insurance Company (collectively, "Health Plan," "Administrative Services Provider," or "ASP)."

WHEREAS, Plan Sponsor has established the Plan to provide for the direct payment of covered health care benefits to Employees (as defined below) and their eligible dependents; and

WHEREAS, the Plan Sponsor desires ASP to provide, and ASP desires to provide, certain administrative services for the Plan, as more fully set forth in this Addendum.

NOW, THEREFORE, intending to be legally bound hereby, the parties to this Addendum agree as follows:

1. **Definitions.** The following terms, whether used in the singular or plural, shall have the meanings set forth below when used in this Addendum.
 - 1.1. "Beneficiary" means each person covered under the terms of the Plan, including an Employee and his or her dependents, as determined by Plan Sponsor in accordance with the Plan and this Addendum.
 - 1.2. "Covered Services" means those health care benefits for which Plan Sponsor is obligated to pay or indemnify pursuant to the Plan that are provided while this Addendum is in effect and received by ASP while this Addendum was in effect or during the Run-Out Period, as referenced in SPD.
 - 1.3. "Employee" means Plan Sponsor's active and retired employees, over age dependents, COBRA participants and Kids Plan subscribers.
 - 1.4. "Network Provider" means a Provider who has: (i) met ASP's credentialing and recredentialing standards; (ii) contracted as an independent contractor directly or indirectly with ASP or through an affiliate; (iii) agreed to accept the rate or amount agreed to with ASP as payment in full for Covered Services provided to eligible Beneficiaries subject to applicable copayments, coinsurance and deductibles; and (iv) agreed to cooperate with ASP regarding Quality Improvement and Utilization Review procedures incident to the services.
 - 1.5. "Non-Network Provider" means a Provider who has not contracted directly or indirectly with ASP, or through an affiliate, to provide Covered Services to eligible beneficiaries of Plan Sponsors of ASP.
 - 1.6. "Plan" shall refer to the self-funded employee health and welfare benefits plan(s) sponsored by Plan Sponsor for which ASP provider the administrative services set forth in this Addendum.

- 1.7. "Plan Administrator" is the person, committee or entity designated by Plan Sponsor to administer the Plan. The Plan Sponsor shall serve as Plan Administrator if no Plan Administrator has been formally designated by Plan Sponsor. ASP is not the Plan Administrator.
- 1.8. "Provider" means an individual or entity providing Covered Services who is a duly licensed physician or other health care professional, or a hospital or other facility or ancillary services provider properly licensed to provide Covered Services. Provider may refer to a Network Provider or Non-Network Provider, as applicable.
- 1.9. "Records" for purposes of an audit as described in Section 2.8 shall mean all claims and eligibility data and internal policies and procedures used for determining appropriate claims determinations.
- 1.10. "Run-Out Period" shall mean the three hundred sixty-five (365) day period following the day that this Addendum terminates in accordance with the terms and conditions set forth herein.
- 1.11. "Summary Plan Description/Plan Document" or "SPD" means the written description of the Plan and any amendment thereto as required by and in accordance with State and/or Federal legislation.

2. Duties of Plan Sponsor.

- 2.1. Plan Fiduciary Responsibility. Plan Sponsor understands and agrees that it and the Plan Administrator shall be fully responsible for Plan design, and the terms of the Plan will determine how ASP pays the Covered Services provided under the Plan. Plan Sponsor acknowledges that it is the named plan fiduciary with respect to the Plan. Plan Sponsor will comply with all legal requirements applicable to the Plan and satisfy any and all reporting, notice, disclosure, and filing requirements imposed by applicable laws and regulations, including but not limited to: PPACA; the Internal Revenue Code; and HIPAA.

Plan Sponsor acknowledges that Plan compliance shall include, but not be limited to, the following:

- 2.1.1. preparation and/or review of all required plan documentation, including, but not limited to, a Summary Plan Description;
 - 2.1.2. advising Beneficiaries of their rights under any federal, state or local law, and the preparation and distribution of any notices, except for Certificates of Creditable Coverage, required to be distributed under such laws; and
 - 2.1.3. preparation, distribution and filing of all reports required under any federal, state or local law.
- 2.2. Stop-Loss Insurance. If Plan Sponsor purchases stop-loss insurance, Plan Sponsor shall advise ASP concerning the terms of insurance or any policies it purchases. Plan Sponsor shall be responsible for payment of all premiums required by such company or companies.

- 2.3. Eligibility Information. The Plan Sponsor has established the eligibility requirements for participation of Beneficiaries in the Plan, which are described in the Plan document. Plan Sponsor will provide eligibility and other necessary Plan data to ASP in a format mutually agreed upon by the parties. During the term of this Addendum, Plan Sponsor shall notify ASP in writing at least ninety (90) days in advance of any change and ASP shall notify Plan Sponsor whether it can administer such change within thirty (30) days of such notice. The right to change eligibility requirement is reserved solely to the discretion of the Plan Sponsor, provided such requirements are permitted by applicable law, rule and regulation. Provided further, ASP is not required to implement any changes unless Plan Sponsor notifies ASP of any changes within the required time period.

Notwithstanding any other term or condition in this Addendum, Plan Sponsor shall only add or terminate Beneficiaries in accordance with the eligibility requirements of the Plan and ASP shall not be required to pay claims for any persons who ASP reasonably determines do not qualify as Beneficiaries under the Plan.

- 2.4. Distribution of Information. The Plan Sponsor shall be responsible for coordinating the distribution to Beneficiaries all information and forms necessary for enrollment, continued eligibility and for Covered Services under the Plan within a reasonable period of time or as required by State and/or Federal law before coverage begins.
- 2.5. Discounts and Rebates. Plan Sponsor understands and warrants that it will disclose to Beneficiaries that Beneficiaries' coinsurance and other payments to Network Providers may be based on an approved rate schedule, but that such rates may not represent the compensation ultimately retained or received by Network Providers from ASP. Such compensation is determined on the basis of a particular Network Provider's agreement with ASP and may be an amount less than the approved rate. Further, Plan Sponsor understands and agrees that ASP may receive a retrospective discount or rebate from a Network Provider or vendor related to the volume of services, supplies, equipment or pharmaceuticals purchased by persons enrolled in health care plans offered or administered by ASP and its affiliates. Plan Sponsor further understands and agrees that it shall not share in such retrospective volume-based discounts or rebates, except as otherwise stated in Exhibit C of this Administrative Services Addendum.
- 2.6. Sufficient Funds. The Plan Sponsor shall be responsible for providing sufficient funds for the payment of Covered Services under the terms of the Plan, payment of Administrative Services Fees and any other amounts due to ASP, all as further described in this Addendum. Plan Sponsor acknowledges that ASP has no obligation to use its own funds to pay for Covered Services provided under the Plan.
- 2.7. Control of Plan Assets. Plan Sponsor shall have absolute authority with respect to the control, management, investment, disposition and utilization of Plan assets solely as permitted in accordance with applicable State and Federal law, and ASP shall neither have nor be deemed to exercise any discretion, control or authority with respect to the disposition of Plan assets.
- 2.8. Independent Audit. ASP requires a minimum of forty-five (45) days notice of all audits. In the event that the Plan Sponsor requests an audit with respect to the administration of

the Plan, the Plan Sponsor agrees to: pay the auditors to perform the audit; and treat all of the ASP's proprietary information and information concerning claims or participants in a confidential manner in accordance with a non-disclosure agreement signed by the parties, and any auditor, prior to commencing the audit.

2.8.1. General

2.8.1.1 Generally. Upon Plan Sponsor executing a mutually agreed upon Business Associate Agreement and Non-Disclosure Agreement, Plan Sponsor and its duly-authorized representatives shall have the right to conduct audits and audit all Records in accordance herewith. The selection of any audit representatives shall be made solely by Plan Sponsor. Plan Sponsor and its representatives shall have the right to make copies of any Records at its expense, subject to the confidentiality provisions set forth in this Section and after the removal of any patient identifiers. ASP shall provide reasonable workspace to Plan Sponsor representatives.

2.8.1.2 Limitations on Audits. All audits shall be initiated within four (4) years from the settlement dates of the claims being audited but in no event more than one (1) year after the termination of this Agreement. Notwithstanding the foregoing, the parties acknowledge and agree that any claim for overpayment shall only be made in accordance with the timeframes required under Florida law. For medical claims, audits will involve stratification of the claims population with claims being randomly selected from the total population of claims incurred and/or processed during the audit period. The total number of claims selected will not exceed two hundred fifty (250) claims in number and results will be extrapolated to the total population. Pharmacy claims audits will be conducted electronically and will involve a review of the entire population of claims.

2.8.1.4 Confidentiality with Respect to Audits. Plan Sponsor and its representatives shall utilize information learned directly through audits only for the purposes of Plan Sponsor's own Plan. Neither Plan Sponsor nor its representatives shall sell, give, or otherwise transmit information regarding ASP's business learned through audits to any other entity without the prior written consent of ASP. Plan Sponsor shall require that its audit representatives not release any information that would jeopardize ASP's responsibility to safeguard the confidentiality rights of Beneficiaries. Information released by Plan Sponsor auditors to Plan Sponsor shall be released only in an aggregated form which does not allow direct or indirect identification of any Beneficiary. This clause shall not limit ASP's obligation to notify Plan Sponsor of potential or suspected fraud on the part of a Beneficiary except where prohibited by applicable law.

2.8.1.5 ASP's Support of Audits. ASP shall reasonably support all audits conducted by Plan Sponsor under this Section (Audits) and shall exert its best efforts to furnish Plan Sponsor or its authorized representatives with access to all Records requested by Plan Sponsor or its authorized representatives, including underlying provider, third party administrator, hospital and other

like contracts, files and computer data ("Supporting Documentation"). ASP shall exert its best efforts to furnish such Supporting Documentation to Plan Sponsor within fifteen (15) calendar days after Plan Sponsor requests such Records in writing. Such Supporting Documentation shall not be used for any purpose other than the audit. Plan Sponsor and its representatives shall have the right to make copies of any Records at its expense, subject to the confidentiality provisions set forth in this Section (Confidentiality with Respect to Audits). ASP shall bear its internal expenses associated with a standard audit. ASP may bill Plan Sponsor for the reasonable cost of activities that are above and beyond a standard audit, or above and beyond other reasonably expected audit support activities.

2.8.1.6 Conduct of Audits. All audits contemplated under this Section (Audits) shall be made consistent with industry standards. Plan Sponsor shall be responsible for supplying, at Plan Sponsor expense (except as provided in this Section (In-Depth Audits)), auditors at each site sufficient for completing the audit in a reasonable manner. All audits shall be conducted in a manner that does not unreasonably disrupt the operation of ASP or any other person or entity that is the subject of the audit. All audits for the purpose of evaluating ASP in regard to those areas where compensation shall be adjusted based upon ASP's performance shall be conducted in accordance with the methodology specified herein and mutually agreed to by the parties.

2.8.1.7 Recovery of Overpayments. ASP will make all reasonable efforts to recover overpayments of benefits identified through the audit process. For purposes of this provision, "reasonable efforts" shall mean that ASP will contact the overpaid party in accordance with Florida law and proceed with appropriate recovery efforts. ASP may only use an outside vendor to conduct recovery after "reasonable efforts" have failed.

2.8.2. Specific Audit Areas

2.8.2.1 Performance Audits. Plan Sponsor and its duly-authorized representatives shall have the right, upon forty-five (45) days' advance notice to ASP, to conduct audits during normal business hours of Records that are normally kept at ASP's Claims processing office in Cranberry Township, PA. ASP shall provide workspace to Plan Sponsor representatives. The selection of any audit representatives shall be made solely by Plan Sponsor.

2.8.2.2 In-Depth Audits. If, based upon the results of the audits described in Section 2.8.2.1 (Performance Audits), or ASP's internal audits, Plan Sponsor reasonably determines that more in-depth audits are required, ASP shall permit Plan Sponsor and its authorized representatives to perform such an in-depth audit. Plan Sponsor shall have sole discretion in selecting a representative to conduct an in-depth audit. In the event that the in-depth audit is requested because prior audits revealed that (1) ASP's performance falls below the financial or nine-eight and one half percentage points (98.5%) accuracy performance targets by at least one and one half

percentage points (1.5%) or below two and one half percentage points (2.5%) for procedural or combined accuracy for more than one quarter in a twelve (12)-month period, or (2) ASP has overpaid claims in dollar value by at least two and one quarter percent (2.25%) for the sample of claims audited by Plan Sponsor. ASP will make reasonable recovery efforts as set forth in Section 2.8.1.7 above. Such in-depth audits shall not occur more frequently than two (2) times in a calendar year, unless deficiencies identified during an in-depth audit are not promptly cured by ASP.

2.8.3. Result of Audits

2.8.3.1 Review of Audit Findings. After any audit is completed, ASP shall have the right to review a draft of the audit findings and to comment on those findings, in writing, within twenty (20) business days, or within such time period as is mutually agreed upon by the parties.

2.8.3.2 Modifications to Payment System. ASP shall make the necessary modifications to its claims administration process in order to correct any specific deficient performance under this Addendum identified in the audits and to satisfy Plan Sponsor as to the implementation of such modifications, all at no additional charge to Plan Sponsor.

2.8.3.3. If an audit discloses that ASP has made any overpayment of any claim for Covered Services, ASP shall have ninety (90) days from the time the final audit report is provided to ASP to confirm such audit findings. If the audit findings are confirmed by ASP, it shall make all reasonable efforts to recover any overpayment on behalf of Plan Sponsor, in accordance with ASP's policies and procedures, applicable law and contract requirements; provided, however, that ASP shall not be required to initiate any legal or arbitration proceeding for the recovery of any such overpayment, nor shall ASP be required to reimburse the Plan Sponsor for the overpayment, unless due to ASP's negligence.

3. Duties of ASP.

3.1. Administrative Services. ASP shall perform the administrative services set forth in this Addendum (the "Administrative Services") in accordance with the reasonable exercise of its business judgment and all applicable statutory and regulatory requirements. Plan Sponsor shall cooperate with ASP's performance of these administrative services. Plan Sponsor shall at all times retain ultimate control over the assets and operations of the Plan and final responsibility for the obligations of the Plan imposed by law, except as expressly delegated in this Addendum.

ASP shall not be required to provide Administrative Services under this Addendum which relate to health care services provided to Beneficiaries prior to the Effective Date or after the termination date of the Addendum.

3.2. Plan Documents. Plan Sponsor is responsible for the design and development of the Covered Services. ASP will draft such initial documents as Plan Sponsor may request,

such as the Summary of Benefits and Coverage, Summary Plan Description, Identification Cards, Enrollment Kits, Covered Individual Reimbursement Forms and Certificates of Creditable Coverage. The Plan Sponsor shall notify ASP in writing of its approval of these documents or shall make any changes and provide final changes to ASP at least thirty (30) days prior to the Effective Date. If the Plan Sponsor makes material changes to such documents in a manner that may affect ASP's administration of the Plan, Plan Sponsor shall obtain ASP agreement to administer such changes, which agreement shall not be unreasonably withheld. Failure of the Plan Sponsor to object in writing to the documents provided by ASP within thirty (30) days of delivery of such documents will constitute Plan Sponsor's approval of the documents and the content of the documents. The Plan Sponsor is ultimately responsible for the final Plan design and retains final authority over any Plan design issues under this Addendum. ASP is not a Plan fiduciary with respect to the design of the Plan.

Plan Sponsor understands and agrees that as of the date of this Addendum, material changes to the Plan, other than those required by law, may only be made at the Plan year renewal or upon sixty (60) days prior notice to Beneficiaries.

- 3.3. Provider Contracting Services. ASP shall arrange for the reasonable availability of Covered Services from Network Providers. Network Providers shall be contractually obligated to meet ASP's credentialing standards, including, but not limited to maintenance of licensure and malpractice insurance.
- 3.4. Reports to Plan Sponsor. ASP shall provide Plan Sponsor with such of ASP's standard reports as are listed in Exhibit A to this Addendum at the rates, if any, set forth in Exhibit A. Any other reports and their costs shall be provided for a mutually-agreed price determined by the parties.
- 3.5. Coverage Verification. ASP shall develop and maintain Beneficiary and provider files to permit eligibility verification, rate and provider compensation computations, claims adjudication and efficient and timely response to inquiries from Beneficiaries and Providers. ASP may rely on information regarding the eligibility of Beneficiaries provided by Plan Sponsor. Notwithstanding anything herein to the contrary, Plan Sponsor shall be responsible for determining eligibility, billing premiums for Beneficiaries which are active employees and their dependents and providing appropriate notices with respect to continuation of coverage following the occurrence of qualifying events under COBRA, if applicable.
- 3.6. Direct Bill Services. ASP will continue to provide premium billing services for direct bill Beneficiaries, including non-FRS retirees and over age dependents.
- 3.7. Telephone Access. ASP shall establish and maintain adequate telephone lines and staff responsible for receiving and responding to inquiries and problems relating to Beneficiaries and services of providers to Beneficiaries under the Plan.
- 3.8. Quality Improvement and Utilization Review. ASP shall maintain systems and procedures necessary or appropriate for the operation of a reasonable and appropriate utilization review and quality improvement programs.

- 3.9. Delegation of Claims Processing/Payment Services. Plan Sponsor hereby delegates to ASP the responsibility and full discretionary authority for the interpretation of coverage of benefits (Covered Services) under the Plan in connection with ASP's adjudication of claims and administration of the appeal of claims denied, in whole or in part, as such reviews are required under applicable law, rules and regulations. ASP accepts such delegation. ASP shall interpret the language of the Plan in accordance with a uniform benefit coverage standard across localities, regions and state lines, regardless of the Beneficiary's geographic location. Any determination or interpretation made by ASP pursuant to this discretionary authority shall be given full force and effect and be binding on Plan Sponsor and Beneficiary, subject to the latter's legal rights. Nothing in this Addendum is intended to create in ASP any fiduciary status other than in connection with the claims adjudication function delegated herein.
- 3.9.1. Establishment of Plan Funding Account. At least forty-five (45) days prior to the Effective Date or a time reasonably agreed upon by the parties, Plan Sponsor shall establish a Plan Funding Account ("PFA") at a bank of its choice for the purpose of funding the payment of claims for Covered Services under the Plan as set forth in this Addendum. The PFA shall be registered in Plan Sponsor's name with Plan Sponsor's Tax Identification Number. The parties understand and agree that the money deposited in the PFA, and any interest generated thereon, is the property of Plan Sponsor and any fees to be paid to the applicable bank related to the PFA shall be paid by Plan Sponsor. ASP shall not be responsible for reconciliation of the PFA Account.
- 3.9.2. Claims Processing. ASP will process all Clean Claims within thirty (30) days of receipt of such claim and will make a recommendation regarding denial or payment of each processed claim. Each week, ASP will prepare a report of all valid claims that have been processed for Covered Services provided to a Beneficiary under the terms of the Plan and recommended for payment. ASP will deliver the report to Plan Sponsor through a secure website, email or by facsimile. ASP will also prepare and deliver to Plan Sponsor each week a check register for the previous week that includes a listing of each check, payee name and payee amount that ASP recommends be issued based upon the report of processed claims and the total amount of monies that must be deposited into the CPA in order to cover the claims recommended for payment.
- 3.9.3. Claims Payment. ASP shall provide Plan Sponsor with a claims report on a weekly basis, on Thursday of each week. Within three (3) business days, no later than by the following Wednesday at 2:00 pm EST, Plan Sponsor shall review those documents and signify its approval of payment for the claims itemized in the report by transferring appropriate funds into an ASP account dedicated solely to payment of Covered Services rendered to Beneficiaries ("Plan Sponsor Account"). ASP shall establish such Plan Sponsor Account as a payment mechanism for Plan Sponsor convenience. In the event Plan Sponsor disputes payment of a particular claim from the claims report, it shall provide written notice to ASP of its disapproval of payment of the claim in question and the reason for such disapproval. At the time of its approval of issuance of payment for those checks itemized in the weekly claims report, Plan Sponsor shall transfer funds from the PFA to the Plan Sponsor Account; such transferred funds shall be sufficient to

cover the total amount of claims approved for payment. Once Plan Sponsor transfers to, and ASP receives in, the Plan Sponsor Account sufficient funds from the PFA to cover the total amount of claims approved for payment, ASP shall proceed to authorize the payment of the approved claims for Plan Sponsor convenience. The Plan Sponsor Account shall be fully funded by Plan Sponsor to assure that all necessary funding is available so that ASP can meet the obligations of the Plan on behalf of Plan Sponsor. ASP's obligation to pay claims hereunder is expressly conditioned on the transfer to the Plan Sponsor Account of funds sufficient to pay for claims approved by Plan Sponsor. Plan Sponsor may have no check writing privileges with regard to, and may not withdraw any money from, the Plan Sponsor Account.

ASP shall advise Plan Sponsor of any disputed health care claims, (of which ASP is aware), by Beneficiaries over which litigation has been commenced or threatened or which is reasonably likely to result in litigation. In all such disputed or unresolved cases, the authority to resolve such claims is expressly retained by ASP and ASP expressly retains the authority to make the ultimate decision with regard to such claims. ASP also retains the authority to decide whether an investigation of any disputed claim is to be conducted and, if so, the extent of that investigation.

- 3.9.4. No Duty to Pay Claims from ASP Funds. Under no circumstances shall ASP be liable for the payment of claims, stop-loss premiums, or other monies owed to Provider (Network and Non-Network) and vendors of goods and services provided under the terms of the Plan, nor shall ASP be required to advance or use its own funds to make any such payments. Plan Sponsor shall be responsible for all expenses incident to the operation of the Plan, including but not limited to all risk of loss with regard to any mistake or error whatsoever in the verification of eligibility of Beneficiaries due to erroneous information supplied to ASP. ASP will not be considered the insurer, guarantor or underwriter of the liability of Plan Sponsor to provide benefits for Beneficiaries, and Plan Sponsor will have the sole responsibility and liability for payment of claims in accordance with the provisions of the Plan. ASP shall have no liability for underpayments or overpayments of claims made under the Plan. However, ASP shall make reasonable efforts to recover reimbursement for overpayments to Network Providers as allowable under the terms of its contracts with Network Providers and shall return such overpayments to Plan Sponsor upon receipt. Except to the extent required by applicable law, the defense of any legal action instituted on a claim for Covered Services under the Plan shall be solely an obligation of Plan Sponsor. ASP shall have no obligation with respect to any such claim, but shall cooperate with Plan Sponsor by furnishing such evidence as ASP has available in connection with the defense of any such action.
- 3.9.5. Failure to Fund. In the event that Plan Sponsor fails to fund the Plan Sponsor Account as set forth in this Addendum, ASP shall immediately notify Plan Sponsor in writing (the "Failure to Fund Notice"). Plan Sponsor shall deposit into the Plan Sponsor Account the amount stated in the Failure to Fund Notice by the close of business on the business day following the business day of Plan Sponsor's receipt of the notice.

3.9.5.1. Termination of Addendum. In the event that Plan Sponsor fails upon three (3) or more notices to so fund the Plan Sponsor Account, ASP, in its sole discretion, may immediately terminate this Addendum upon notice to Plan Sponsor.

3.9.5.2. Additional Payment Due to Failure to Fund. Plan Sponsor understands and agrees that if Plan Sponsor fails to fund the Plan Sponsor Account as required by this Addendum, and such failure to fund causes claims for Covered Services provided to Beneficiaries to be paid later than required by law, regulation or an applicable Network Provider agreement, Plan Sponsor shall pay any additional amounts (whether interest, statutory penalties, or loss of contracted rate) required to be paid due to Plan Sponsor's failure to fund the Plan Sponsor Account and in the amount required under the applicable Network Provider agreement or by law or regulation.

3.9.5.3. Stop-Loss Insurance. Plan Sponsor's duty to fund the Plan Sponsor Account is not contingent upon receipt of payment from a stop-loss carrier. Plan Sponsor understands and agrees that under no circumstances may Plan Sponsor refuse to fund the Plan Sponsor Account because its stop-loss carrier shall or may provide coverage for a claim or is waiting for information concerning a claim.

3.10. Subrogation/Recovery/Coordination of Benefits. ASP shall administer a coordination of benefits, recovery and subrogation program on behalf of Plan Sponsor, subject to the approval of the Plan Sponsor and as outlined in SPD.

ASP, along with its affiliates, has contracted with a third party vendor (the "Recovery Vendor") to recover monies paid to Providers that should not have been paid to such Providers ("Ineligible Payments"). Ineligible Payments may occur for numerous reasons, including, but not limited to, late notice to ASP of an ineligible Covered Individual; a Covered Individual failing to provide correct coordination of benefits information to Plan Sponsor or ASP; or a Provider failing to disclose all information related to the service or item requested for payment under the Plan.

ASP, along with its affiliates, also has contracted with a third party vendor (the "Subrogation Vendor") to supervise ASP's Plan Sponsors' interests in litigation with third parties that may lead to a subrogation payment to ASP's Plan Sponsors, including Plan Sponsor. (The "Recovery Vendor" and "Subrogation Vendor" are hereinafter collectively referred to as the "Vendors" and individually as a "Vendor.")

ASP shall identify Ineligible Payments and potential subrogation matters that are appropriate to refer to the appropriate Vendor. The appropriate Vendor shall be paid a portion or percentage of any Ineligible Payment or subrogation amount that it recovers as payment for its services (a "Contingent Cost"). Contingent Costs shall be equal to the mutually agreed upon amount set forth in the contract between ASP and the applicable Vendor, the maximum of which is disclosed in Exhibit B of this Addendum.

ASP shall notify Plan Sponsor of amounts recovered by and paid to the Vendors. Plan Sponsor understands and agrees that Contingent Costs paid to the Vendors shall be

deducted from amounts refunded to Plan Sponsor and ASP shall have no duty to pay such Contingent Costs or refund amounts equal to such Contingent Costs to Plan Sponsor. Further, Contingent Cost shall be paid by Plan Sponsor in addition to the Administrative Services Charge(s) and other charges described herein.

Notwithstanding the foregoing, neither ASP nor any Vendor shall act on behalf of Plan Sponsor in any way in the case of class action litigation. If requested by Plan Sponsor, ASP shall cooperate with Plan Sponsor by providing claims information reasonably necessary for Plan Sponsor to pursue a claim in any class action litigation.

- 3.11. Government Program Reimbursement. Where the Beneficiary has also filed a claim or an appeal under any law applicable to benefit entitlement, such as worker's compensation, unemployment compensation, or disability, ASP will recommend appropriate action (such as holding such claim in a pending file), or shall turn the claim over to Plan Sponsor if the claim becomes involved in legal action or proceedings under such laws.
- 3.12. Beneficiary Appeals/External Review. As part of its delegated duties under this Addendum, ASP shall administer two levels of appeal under the Plan and have final authority on all disputed claims, subject to external review required under law. ASP shall administer a third level of appeal in accordance with the federal external review process. Plan Sponsor shall cooperate with ASP and promptly respond to any requests for information.
- 3.13. Plan Sponsor Approvals. ASP may rely upon the written statements, actions and approvals of the Superintendent of Plan Sponsor or such other senior managerial personnel who shall have been designated by the Superintendent to act on his/her behalf under this Addendum. ASP shall have no financial liability for, and Plan Sponsor shall be responsible for any financial liability directly or indirectly resulting from actions taken by, or inactions of, ASP in reliance upon such written statements.

4. Compensation of ASP.

- 4.1. Administrative Services Charge(s). In consideration of the administrative and other services to be provided hereunder, Plan Sponsor shall pay ASP those amounts (the "Administrative Services Charge(s)") set forth in Exhibit B of this Addendum. ASP shall provide a monthly invoice to Plan Sponsor in a format mutually agreed upon by the parties on or about the 15th of the month prior to the date the Administrative Services Charge(s) are due and shall notify Plan Sponsor that the invoice has been posted. The invoice shall contain an itemization of the Administrative Services Charge(s), including administrative charges, access charges, stop-loss premiums and other costs. Plan Sponsor acknowledges that these charges may include costs for services and products provided by third parties to Plan Sponsor. Plan Sponsor authorizes and directs ASP to pay any administrative costs to such third parties on behalf of Plan Sponsor.

Plan Sponsor shall pay the Administrative Services Charge(s) to ASP no later than thirty (30) days from the date of notification of posting of the monthly invoice. Payment can be made to ASP by Plan Sponsor by wire transfer, direct withdrawal or U.S. Mail. In the event that Plan Sponsor disputes any amount contained on a monthly invoice, Plan Sponsor must notify ASP as soon as reasonably practical. If ASP is in agreement with

Plan Sponsor, any adjustments will be recognized on the invoice for the next month. At ASP's discretion, all amounts unpaid for more than thirty (30) days following the date of the invoice shall be subject to an interest charge at a monthly rate of the lesser of the maximum amount allowable by the law of the state in which Plan Sponsor is located or one and one-half percent (1.5%).

ASP shall provide Plan Sponsor with notice of changes to the Administrative Services Charge(s) at least two hundred seventy (270) days prior to the commencement of each Plan Year. If no agreement is reached on a new Administrative Services Charge(s) prior to the start of a new term of the Addendum, this Addendum shall terminate on the last day of the then current term. If the parties agree to a new Administrative Services Charge(s), this Addendum shall be amended accordingly.

ASP shall meet such performance guarantees, if any, set forth in Exhibit C.

- 4.2. Monthly Enrollment Adjustments. Monthly fees based on the number of Plan Sponsor's Employees enrolled in the Plan each month will be paid based upon the ASP's records of current enrollment in the Plan as of the first day of each month. Appropriate adjustments will be made for enrollment variances.

In the case of an Employee whose coverage is terminated and ASP is notified of said termination after the sixtieth (60th) day following the termination date, ASP will not provide to the Plan Sponsor any adjustment to the administrative charge for that Employee.

- 4.3. Changes of/Additional Administrative Service Charges.

4.3.1. The ASP will have the right to adjust all or a portion of the Administrative Services Charge(s) upon delivery of notice of such adjustment to Plan Sponsor forty-five (45) days prior to such adjustment if material changes are made to this Addendum or any amendment to the Plan which affects ASP's costs of services under this Addendum.

4.3.2. The ASP may charge Plan Sponsor reasonable amounts for the reproduction or return of Plan records requested by Plan Sponsor or governmental agencies. Plan Sponsor shall reimburse, subject to Plan Sponsor approval, ASP for reasonable amounts charged by medical providers and others for information reasonably requested by ASP to perform its duties under this Addendum.

4.3.3. Upon forty-five (45) days notice to Plan Sponsor, ASP may adjust the Administrative Service Charge(s) if any change in law or regulations imposes duties or obligations on ASP greater than those specified by this Addendum at the time of such change.

- 4.4. Additional Services. In the event that Plan Sponsor requests ASP to provide services other than those specified in Section 3 of this Addendum, including, but not limited to, support for an aggregate stop-loss carrier audit, special research projects, reports, claims system changes to accommodate program changes, or other tasks to be specifically performed for and on behalf of Plan Sponsor, Plan Sponsor shall pay to ASP an additional charge to be mutually agreed upon by the parties in writing before the services are provided.

- 4.5. Exclusions. Expenses incurred by Plan Sponsor for the following services shall not be the responsibility of ASP: (i) expenses associated with meetings, communications and mailings to the Plan Sponsor, including its Board of Trustees or committees that do not pertain to the administration of the Plan; (ii) all insurance costs, including professional liability/malpractice, general liability coverage, which may be purchased for the Plan Sponsor; (iii) taxes or other government obligations of the Plan; (iv) the Plan Sponsor's annual financial audit and such other audits and financial statements required by state or federal law and cost associated with preparation of the Plan Sponsor's annual tax returns or other returns or reports for Plan; (v) costs of legal services for the Plan which arise in the normal course of the Plan's operations including ASP's provision of services for the Plan; (vi) license and filing costs and penalties and other costs associated with annual and other reports required to be filed by the Plan Sponsor by federal and state statutes and regulations; (vii) expenses for independent legal, independent accounting and independent actuarial services of the Plan Sponsor; (viii) access fees for other network services purchased outside of this Addendum; and (ix) all items expressly agreed upon by the parties and set forth in this Addendum.
- 4.6. Disclosure. ASP is owned by Coventry Health Care, Inc. ("CHC"). Certain other CHC subsidiaries and affiliates shall perform some of the services to the Plan as set forth in this Addendum. Such subsidiaries and affiliates and any fees paid to such subsidiaries and affiliates have been disclosed to the Plan. In addition, the Plan's stop-loss insurer, Coventry Health and Life Insurance Company ("CHL") is owned by Coventry Health Care, Inc.

5. Termination.

- 5.1. Termination. Either party may terminate this Addendum immediately (unless a different time period is provided below, in which case that time period prevails) by notice in writing to the other party if:
- 5.1.1. it is established that either party needs and has lost, has had suspended or has not secured a license, governmental approval or exemption in accordance with applicable laws or regulations in order to enter into or perform this Addendum; or
 - 5.1.2. the Plan Sponsor fails to fund the PFA in accordance with this Addendum, ASP may immediately terminate this Addendum; or
 - 5.1.3. either party materially breaches this Addendum in any manner, where such material breach continues for a period of thirty (30) days after written notice is given to the breaching party, specifying the nature of the breach and requesting that it be cured; or
 - 5.1.4. either party shall apply for or consent to the appointment of a receiver, trustee, or liquidator of Plan Sponsor or the Plan or of all or a substantial part of its assets, file a voluntary petition in bankruptcy, make a general assignment for the benefit of creditors, file a petition or an answer seeking reorganization or arrangement with creditors or to take advantage of any insolvency law, or if an order, judgment or decree shall be entered by any court of competent jurisdiction, on the application of a creditor, adjudicating Plan Sponsor or Plan bankrupt or insolvent or approving a

petition seeking reorganization of Plan Sponsor or Plan or of all or a substantial part of its assets, and such order, judgment, or decree shall continue un-stayed and in effect for a period of sixty (60) consecutive days, then, in case of any such event, the term of this Addendum shall expire, at ASP's option, on ten (10) days written notice to Plan Sponsor; or

5.1.5. the other party admits in writing that it is unable to meet its current financial obligations.

5.2. Run-Out Period. In the event of termination of this Addendum, ASP shall continue to process claims during the Run-Out Period for health care services, equipment and supplies provided while this Addendum was in effect. Pricing for post-termination services provided during the Run-Out Period is set forth in Exhibit B. On the first day following the end of the Run-Out Period, ASP shall forward any claims not yet fully processed to Plan Sponsor or to the person or entity to whom Plan Sponsor directs ASP to send such claims.

Notwithstanding the foregoing, if ASP has terminated this Addendum due to the breach of Plan Sponsor, including but not limited to, failure to fund the PFA, ASP shall have no obligation to continue to render any services during the Run-Out Period.

5.3. Record Transfer. Upon the termination of ASP's duties hereunder, it shall be the responsibility of the Plan Sponsor to arrange and pay all costs for the transfer to a successor of custody of any of Plan Sponsor's records in ASP's possession, excluding current data feeds provided to Plan Sponsor by ASP. ASP may, at its option, transfer such records in such form as it may desire, including computer tapes or disks. Information shall be presented in the form of ASP's then current standard file layouts at the time the data is requested, and it is the responsibility of the Plan Sponsor to convert such information into any other form required by the successor.

5.4. Duties on Termination. As of the effective termination date of this Addendum, this Addendum shall be considered of no further force of effect, provided, however, that each party shall remain liable for any obligations or liabilities arising from activities carried on by such party or its agents, servants, or employees during the period this Addendum was in effect except those terms and conditions of the Addendum expressly so noted shall survive termination of this Addendum, including but not limited to post-termination services provided during the Run-Out Period.

6. Access to Books and Records.

6.1. Plan Sponsor Books and Records. Plan Sponsor agrees that ASP may have access to its books and records, on reasonable notice, and at reasonable times, during normal business hours, to verify the number of Beneficiaries reported by Plan Sponsor hereunder. This provision shall survive any termination of this Addendum.

6.2. ASP Books and Records. ASP shall maintain books of accounts and supporting documents for its services hereunder in accordance with generally accepted accounting principles consistently applied, during the term of this Addendum and for six (6) years thereafter or, a longer period, if required by applicable law. Any claims audit shall be

conducted in accordance with Section 2.10.

- 6.3. Proprietary Rights. Plan Sponsor acknowledges that ASP (including its affiliates) has developed and may develop in connection with this Addendum, certain symbols, trademarks, service marks, designs, data, processes, systems, computer software, manuals, lists, programs, plans, procedures and information, including, but not limited to, utilization management and quality improvement plans and policies, all of which are proprietary information and trade secrets of ASP (collectively "Materials"). Such Materials are the property of ASP during the term hereof and thereafter. Plan Sponsor shall not use the Materials, except as expressly contemplated by this Addendum, without the prior written consent of ASP, and shall cease any and all usage of the Materials immediately upon the termination of this Addendum. In addition, ASP shall have the right to safeguard the secrecy of its systems and programs, and shall not be required to make such proprietary information available to Plan Sponsor or anyone else.

In the event of a breach or a threatened breach of this Section 6.3, the parties agree and acknowledge that the remedy at law for any breach or threatened breach shall be inadequate and ASP shall be entitled to an injunction restraining Plan Sponsor from committing or continuing to commit any such breach, without being required to post bond or other security and without having to prove the inadequacy of the available remedies at law. Nothing contained herein shall be construed as prohibiting ASP from pursuing any other remedies for such breach or threatened breach.

7. Relationships.

- 7.1. Relationship of the Parties. In the performance of the work, duties and obligations of the parties pursuant to this Addendum, ASP shall at all times be acting and performing as an independent contractor with respect to Plan Sponsor. No relationship of employer and employee, or partners, agents, or joint ventures between ASP and Plan Sponsor is created by this Addendum, and neither party may therefore make any claim against the other party for social security benefits, workers' compensation benefits, unemployment insurance benefits, vacation pay, sick leave or any other employee benefit of any kind. In addition, neither party shall have any power or authority to act for or on behalf of, or to bind the other except as herein expressly granted, and no other or greater power or authority shall be implied by the grant or denial of power or authority specifically mentioned herein.
- 7.2. Relationship of ASP and Providers. ASP has contracted with Network Providers as independent contractors to provide Covered Services. Network Providers and their employees and agents are not employees and agents of ASP and neither ASP nor any employee of ASP is an employee or agent of the Network Providers. ASP is not responsible and shall not be liable for any claims that may arise from the provision of Covered Services (or any other services outside the scope of this Addendum) to Beneficiaries by Network Providers.
- 7.3. Relationship of Providers and Beneficiaries. Each Provider who is a Network Provider shall maintain the usual and customary Provider-patient relationship with Beneficiaries and shall be solely responsible for medical treatment. The parties acknowledge and agree that any and all decisions rendered by ASP in its administration of this Addendum, including, but not limited to, all decisions with respect to the determination of whether or not a

service is a Covered Service, are made solely to determine if payment of benefits under the Plan is appropriate. The sole responsibility of Plan Sponsor in regard to a Network Provider's services is payment for Covered Services that are provided to Beneficiaries under the terms of the Plan, and nothing contained herein shall be construed as interfering with the Provider-patient relationship. Nothing herein shall require a Provider to commence or continue providing medical treatment to a Beneficiary. Further, nothing herein shall require a Beneficiary to commence or continue receiving medical treatment from a Provider.

- 7.4 Fiduciary Status. It is understood that ASP is not a named Plan fiduciary, Plan Administrator, or fiduciary of the Plan except as to the extent required by applicable law, and that, with respect to the provision of services by ASP under this Addendum, ASP shall not assume any obligations of Plan Sponsor, the named Plan fiduciary or the Plan Administrator under the provisions of PPACA, COBRA, or any other applicable law except as expressly stated in this Addendum. The Plan Sponsor has designated to ASP the authority to construe and interpret the terms and provisions of the Plan for purposes of making claims determinations, to decide disputes which may arise relative to a Beneficiary's rights, and to decide questions of Plan interpretation and those of fact relating to the Plan. ASP accepts this designation as Claims Final Fiduciary, to the extent herein described.

8. Dispute Resolution.

- 8.1. Negotiation. In the event there is any dispute arising out of this Addendum which is not resolved by, or is not within the scope of any interim determination processes set forth in the Addendum or which is not resolved by informal discussions between the parties, the parties will negotiate the dispute before proceeding to mediation. Either party may initiate negotiation by sending a written description of the dispute to the other party by certified or registered mail or hand delivery. This description shall explain the nature of the dispute in detail and set forth a proposed solution to the problem, including a specific time frame within which the parties must act. The party receiving the letter must respond in writing within 10 days with a detailed explanation of its position and a response to the proposed solution. Within 10 days of the initiating party receiving this response, principals of the party, who have authority to settle the dispute, must meet and discuss resolution of the dispute. The initiating party must initiate scheduling of this negotiation session.
- 8.2. Litigation. If a dispute arises out of this Addendum which is not within the scope of any interim determination processes set forth in the Addendum and which the parties cannot resolve through negotiation, the dispute will be litigated before a court of competent jurisdiction located in Broward County, Florida. In the event of litigation, each party shall be responsible at its own expense for defending itself in any action brought against it whether or not the other party hereto is also a defendant, arising out of activities engaged in pursuant to this Addendum.

9. Miscellaneous.

- 9.1. Confidentiality. All files, data and information relating to the business of either party in the possession of the other party will be protected as confidential in accordance with applicable law and will not be disclosed except as permitted under applicable law.

- 9.2. Assignment. Neither party shall have the right to assign any of its rights or obligations hereunder without the prior written consent of the other party; provided, however, that nothing herein shall prevent the assignment by ASP of its rights, duties and obligations under this Addendum to any entity that controls, is controlled by, or is under common control with ASP or to any entity that succeeds to all or substantially all of the business or assets of ASP in connection with a sale, merger or consolidation. The services to be performed by ASP under this Addendum may be performed wholly or in part through a subsidiary, affiliate, delegate or subcontractor of ASP.
- 9.3. Assessments. The Plan Sponsor will pay ASP, within a reasonable time after assessment, any tax or charge assessed against ASP which may be incurred by reason of a change in or imposition of any charges imposed on ASP by any public body, exclusive of Federal or State Income Taxes, which affect this Addendum to the extent based upon services provided under this Addendum.
- 9.4. Tax Status of Plan. It is understood that the legal and tax status of the Plan under applicable law is a matter of determination by Plan Sponsor and not by ASP. Plan Sponsor shall pay ASP within a reasonable time after assessment of the amount of any tax or charge, exclusive of federal or state income taxes of ASP, assessed against ASP which may be incurred by reason of: (a) a ruling or other determination by any insurance department or other governmental authority to the effect that any charges payable by Plan Sponsor to ASP under this Addendum or the amount of claim payments under this Addendum is an insurance premium subject to the premium tax provisions of applicable statutes, including any retroactive assessments; or (b) a change in any charges imposed on ASP by any public body.
- 9.5. Waiver of Plan Terms. ASP shall have no power or authority on behalf of Plan Sponsor to alter, modify or waive any terms or conditions of the Plan, or to waive any breach of any such terms and conditions, or to bind Plan Sponsor, or to waive any of Plan Sponsor's rights by making any statement or by receiving at any time any notice or information.
- 9.6. Use of Name. Upon agreement, Plan Sponsor hereby consents to lawful references to Plan Sponsor in any marketing, advertising or solicitation campaigns initiated by ASP or any third party on behalf of ASP. Plan Sponsor hereby consents to lawful references by ASP in informing contracting physicians and other health professionals regarding the organizations, employers, funds, and plans with whom ASP has agreements.
- 9.7. Counterpart Copies. This Addendum may be executed in two counterparts, each of which shall be an original, but such counterparts shall constitute one and the same instrument.
- 9.8. No Third Party Beneficiary. This Addendum is entered into by and between Plan Sponsor and ASP and for their benefit only. There is no intent by either party to create or establish third party beneficiary status or rights or their equivalent in any person covered by the Plan, subcontractor, or other third party, and no such person, subcontractor or third party shall have any right to enforce any right or enjoy any benefit created or established under this Addendum.
- 9.9. Non-assumption of Liabilities. ASP shall not, by entering into and performing services in accordance with the terms of this Addendum, become liable for any of the existing or future obligations, liabilities, or debts of Plan Sponsor, and ASP shall not, by providing

claim processing or other services to Plan Sponsor assume or become liable for any of the obligations, debts, or liabilities of Plan Sponsor as otherwise provided herein.

- 9.10 Authorization of Addendum. ASP and Plan Sponsor represent and warrant each to the other, that this Addendum constitutes a valid and enforceable obligation of ASP and Plan Sponsor in accordance with its terms.
- 9.11 Exhibits. The exhibits attached to this Addendum are an integral part of this Addendum and are incorporated herein by reference.
- 9.12 Entire Addendum. This Addendum and all exhibits, and other documents furnished pursuant to this Addendum and expressly made a part hereof, shall constitute the entire agreement relating to the subject matter hereof between the parties hereto, and supersedes all other agreements, written or otherwise. This Addendum may be amended by mutual agreement of the parties, provided that such amendment is reduced to writing and signed by both parties.
- 9.13 Priority of Documents. In the event of a conflict between documents, the order of priority of the documents shall be as follows:

- | | |
|----------|-------------------------------------------------------------------------|
| First: | Third Amendment to Agreement |
| Second: | Second Amendment to Agreement |
| Third: | The Agreement |
| Fourth: | Addendum Number Two [dated May 7, 2010] to the RFP |
| Fifth: | Addendum Number One [dated April 23, 2010] to RFP |
| Sixth: | RFP 11-041V "Group Medical Benefits for School Board Employees |
| Seventh: | The Proposal submitted in response to RFP by Coventry Health Care, Inc. |

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

EXHIBIT A
REPORTS TO PLAN SPONSOR

1. Financial Reports. ASP shall prepare and deliver to Plan Sponsor within thirty (30) days from the end of each calendar month, financial reports on a paid basis. The reports shall include a statement of expenses in reasonable detail and a stop-loss analysis.
2. Utilization Reports. On a quarterly calendar basis or when reasonably requested by Plan Sponsor, ASP shall furnish to Plan Sponsor, within forty-five (45) days from the end of the quarter or from the date of request, reports regarding the utilization and cost of health services and supplies rendered to Beneficiaries by providers of these services. Such reports shall include, but not be limited to, hospital days per 1,000, average length of stay, admissions per 1,000 Beneficiaries, total number of hospital admissions, total number of hospital days, outpatient surgical procedures per 1,000 Beneficiaries, utilization of hospitals, large claims information, and separate prescription drug utilization. Notwithstanding the foregoing, data for the first quarter of 2013 shall be provided sixty (60) days after the close of the quarter.
3. Ad Hoc/Custom Reports. Should the Plan Sponsor require custom reporting requirements, the Plan Sponsor shall pay ASP an amount equal to one hundred dollars (\$100.00) per hour in preparation of such report.
4. Monthly Claims Data Extract to Plan Sponsor Designee.
5. Monthly Subrogation and Recoveries Report.

EXHIBIT B
ADMINISTRATIVE SERVICES CHARGE(S)

The Administrative Services Charge(s) due to ASP under this Addendum (whether paid monthly or on a per claim basis or otherwise) are set forth in this Exhibit B. The parties understand and agreed that "Administrative Services Charge(s)" collectively refers to the monthly, annual and per claim fees described in this Exhibit B.

For purposes of this Exhibit B the "PEPM" charges apply to all Employees.

Monthly Charges. The monthly charges shall be equal to:

Contract Period	PEPM Charges	Charges Include:
01/01/2013 12/31/2013	- Administration: \$29.99 WellBeing: \$0.42 Direct Cost RFP: \$2.43	Network Management Patient Management Claims Processing / Member Services Plan Administration Account Maintenance Underwriting Services Standard Monthly & Quarterly Report Package
01/01/2014 12/31/2014	- Administration: \$29.99 WellBeing: \$0.42 Direct Cost RFP: \$2.43	Certificate of Creditable Coverage Claim Fiduciary Transplant Access Fee (Current Participating Transplant Network) Radiology Management Access Mental Health Access After Hours Care Admin Wellness Adds: None Nurse Line

The administration cost is contingent upon purchasing Coventry Health Care Pharmacy and the Coventry Formulary, including the implementation of a pharmacy structure that is rebate compliant. The administration cost does not include fees for capitated arrangements. Such capitated fees are equal to the amount paid to ASP's capitated vendors as set forth in the contract between ASP and such vendors.

Additional Fees:

In addition, Plan Sponsor shall pay:

Subrogation Costs up to but not to exceed 21% of gross amounts recouped as subrogation amounts, as detailed in Section 3.10. of this Addendum, a portion of which shall be passed through to ASP's Subrogation Vendor as a Subrogation Contingent Cost.

Recovery Contingent Cost up to but not to exceed 32%, depending on the type of recovery, of gross amounts recouped as recovery amounts, as detailed in Section 3.10. of this Addendum.

The following transplant access amounts, if any:

In the event that a transplant provider is not available through the current participating transplant network, a second level participating network may be accessed. In the event the second level network is utilized, the Plan Sponsor is responsible for a \$3,500 access amount per transplant.

Post-Termination Services

In the event of termination of this Addendum, the Run-Out Period charge(s) for providing post-termination administration services during the Run-Out Period as specified in the Addendum shall be equal to the amount set forth below.

Plan Sponsor shall pay a PEPM charge for post-termination services. The monthly cost shall be based on the total number of Plan Sponsor's Employees as of the termination date of the Addendum multiplied by the applicable per Employee charge below. The monthly cost shall remain unchanged for the entire Run-Out Period, regardless if the number of Plan Sponsor's Employees changes.

Per Employee Cost:	Length of Run-Out Period	Per Employee Charge Per Month (PEPM)
	3 months	Included
	6 months	Included
	7 - 12 months	\$2.00

These administrative run-out charge(s) cover services limited to;

1. Adjudicating and paying claims according to the Summary Plan Description's Schedule of Benefits effective as of the date of termination.
2. Adjudicating and paying claims involving Medicare Secondary Payor requests.
3. Providing standard reports as were provided during the term of the Addendum.
4. Providing copies of explanation of benefits to Plan Beneficiaries.
5. Apply Maximum Allowable Charges as defined in the Summary Plan Description to billed charges on claims being processed for payment to out-of-network providers.
6. Refunding claim overpayments and monies recouped by ASP's Vendors (except that any Recovery or Subrogation Contingent Cost due shall be deducted in accordance with Section 3.10 of this Addendum from such payments recovered during the term of the Addendum, or during any applicable Run-Out Period).
7. All claims processing, adjudication and payments, recovery efforts, Medicare Secondary Payor investigations, refund processing and subrogation efforts will cease on the date that the run-out agreement ends.
8. Medicare Part D reconciliation.

ASP shall not be responsible for processing, adjudicating and paying all claims incurred after the expiration of the Administrative Services Addendum.

EXHIBIT C
PERFORMANCE GUARANTEES

INGREDIENT DISCOUNT/ DISPENSING FEE/ MINIMUM REBATE

This Pharmacy Guarantee applies only to the network pharmacy ingredient discount, dispensing fees, and rebates for Retail and Mail Order Drugs covered under the outpatient prescription drug benefit offered by Plan Sponsor and administered by Coventry Health Care of Florida, Inc. ("Coventry") collectively (the "Guarantee") and is effective for the period beginning January 1, 2013 through December 31, 2013 ("Guarantee Period"). The Guarantees set forth in this Exhibit shall be subject to any and all limitations otherwise set forth in the Agreement, and amendments, and shall be the exclusive financial obligation of Coventry with respect to the Guarantee.

Defined Terms

Average Wholesale Price (AWP): The average wholesale price of a prescription drug set forth in the currently available price list in Medi-Span's Master Drug Database File (MDDDB File). Coventry uses Medi-Span's Master Drug Database File (MDDDB File) as the source for average wholesale price (AWP) information. Coventry reserves the right to revise the pricing and adopt a new source or benchmark if there are material industry changes in pricing methodologies.

Brand Drug: A prescription drug product: (1) which is manufactured and marketed under a trademark or name by a specific drug manufacturer; or (2) that Coventry identifies as a Brand-name product based on available data resources including, but not limited to, First DataBank, that classify drugs as either Brand or Generic based on a number of factors; or (3) that is not a Generic Drug.

Generic Drug: A prescription drug product: (1) that is chemically equivalent to a Brand Drug in accordance with FDA requirements; or (2) that Coventry identifies as a Generic product based on available data resources including, but not limited to, First DataBank, that classify drugs as either Brand or generic based on a number of factors. The term "Generic" includes Exclusive/Single-source Generic Drugs.

Mail Order Prescription: A prescription dispensed through the mail by the Participating Pharmacy contracted by Coventry to provide maintenance medications through the mail, when applicable.

Exclusive/Single-source Generic Drug: A generic drug product that is: (1) approved by the FDA through an ANDA filing, that is within its exclusivity period, other period of limited competition, or is available from less than two or more independent sources; or (2) that Coventry identifies as an Exclusive/Single-source Generic.

Mail Order Brand Drug: A Brand Drug that is covered under the outpatient prescription drug benefit offered by Plan Sponsor, administered by Coventry and dispensed to an Plan Sponsor participant by a mail order pharmacy.

Retail Brand Drug: A Brand Drug that is covered under the outpatient prescription drug benefit offered by Plan Sponsor, administered by Coventry, and dispensed to Plan Sponsor participant at a network retail pharmacy.

Retail and Mail Order Generic Drug: A Generic Drug that is covered under the outpatient prescription drug benefit offered by Plan Sponsor, administered by Coventry, and dispensed to Plan Sponsor participant at a network retail pharmacy or a mail order pharmacy.

Specialty Medications: Prescription drug products, as defined by Coventry, and are typically high-cost drugs, including but not limited to the oral, topical, inhaled, inserted or implanted, and injected routes of administration. Characteristics of Specialty Medications are:

- used to treat and diagnose rare or complex diseases;
- require close clinical monitoring and management;

- frequently require special handling;
- may have limited access or distribution

Ingredient Cost Discount Guarantee		
Category	Guarantee Discount	Penalty
Retail Brand Drug	AWP less 13.50%	0.5% of ASO fees paid by Plan Sponsor during the Guarantee Period
Evaluation Schedule	Guarantee Period, paid no earlier than March 31, 2014	
Calculation:	If the Guaranteed Discount amount is equal to, or less than the actual discount, then no penalty is assessed. The actual discount is determined by one minus (the aggregate ingredient cost invoiced by Coventry to Plan Sponsor for paid Retail Brand Drug claims incurred during the Guarantee Period, divided by the aggregate of the AWP cost for the same Retail Brand Drug claims). The following is the calculation expressed as a formula: Actual discount = 1 - (aggregate ingredient cost for paid Retail Brand Drug claims / aggregate AWP cost for the same paid Retail Brand Drug claims)	
Mail Order Brand Drug	AWP less 22.25%	0.5% of ASO fees paid by Plan Sponsor during the Guarantee Period
Evaluation Schedule	Guarantee Period, paid no earlier than March 31, 2014	
Calculation:	If the Guaranteed Discount amount is equal to, or less than the actual discount, then no penalty is assessed. The actual discount is determined by one minus (the aggregate ingredient cost invoiced by Coventry to Plan Sponsor for paid Mail Order Brand Drug claims incurred during the Guarantee Period, divided by the aggregate of the AWP cost for the same Mail Order Brand Drug claims). The following is the calculation expressed as a formula: Actual discount = 1 - (aggregate ingredient cost for paid Mail Order Brand Drug claims / aggregate AWP cost for the same paid Mail Order Brand Drug claims)	
Retail and Mail Order Generic Drug	AWP less 73.0%	0.5% of ASO fees paid by Plan Sponsor during the Guarantee Period
Evaluation Schedule	Guarantee Period, paid no earlier than March 31, 2014	
Calculation:	If the Guaranteed Discount amount is equal to, or less than the actual discount, then no penalty is assessed. The actual discount is determined by one minus (the aggregate ingredient cost invoiced by Coventry to Plan Sponsor for Retail and Mail Order Generic claims incurred during the Guarantee Period, divided by the aggregate of the AWP cost for the same Retail and Mail Order Generic Drug claims). The following is the calculation expressed as a formula: Actual discount = 1 - (aggregate ingredient cost for paid Retail and Mail Order Generic claims / aggregate AWP cost for the same paid Retail and Mail Order Generic claims)	
Dispensing Fee Guarantee		
Category	Dispensing Fee Guarantee	Penalty
Retail Brand Drug	\$1.07	0.5% of ASO fees paid by Plan Sponsor during the Guarantee Period
Evaluation Schedule	Guarantee Period, paid no earlier than March 31, 2014	
Calculation:	If the Dispensing Fee Guarantee is equal to, or greater than the average dispensing fee, then no penalty is assessed. The average dispensing fee is determined by the sum of the dispensing fees invoiced by Coventry to Plan Sponsor for paid Retail Brand Drug claims incurred during the Guarantee Period divided by the number of Retail Brand Drug claims incurred during the Guarantee Period.	
Rebate Credit		
Category	Guarantee Amount	Penalty
Rebate Credit Amount	\$6 per Beneficiary per month	N/A, Coventry shall pay the rebate credits to Plan Sponsor per the payment schedule below.
Actual rebates received by Coventry may be more or less than the credit amount listed above. The rebate credit amount is the exclusive payment for rebates Plan Sponsor is entitled to.		

<p>Payment Schedule:</p>	<p><u>Rebate Credit</u>: payment is provided 45 days after the end of the quarter, and adjusted for retroactive Beneficiary eligibility changes for payments made in previous quarters, according to the following schedule:</p> <ul style="list-style-type: none">• 1Q2013 paid no later than May 15, 2013• 2Q2013 paid no later than August 15, 2013• 3Q2013 paid no later than December 15, 2013• 4Q2013 paid no later than February 15, 2014
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Requirement for payment of Pharmacy Ingredient Cost Discount Guarantee and Retail Brand Drug Dispensing Fee Guarantee:

1. Does not apply to items covered under the Plan for which no AWP measure exists or for prescription drugs covered under the medical portion of the Plan.
2. The arrangement excludes all:
 - Specialty Medications;
 - Self-Administered Injectable Drugs,;
 - drugs administered in a physician's office or facility;
 - compound drugs;
 - retail out of network claims;
 - non-drug items (i.e., prescriptions submitted for syringes);
 - Covered drugs for which no AWP measure exists;
 - Prescription drugs not covered under the drug rider portion of the Plan Sponsor benefit plan (i.e., covered under the medical benefits);
 - Generic medications launched as an "at-risk" product, Generic medications with pending litigation.

General Conditions

1. Coventry reserves the right to modify the terms of this Pharmacy Guarantee if there are less than 28,000 Employees and 32,000 Participants enrolled in the outpatient pharmacy benefit plan.
2. In the event the Plan terminates on or before January 1, 2014, for any reason whatsoever, the Guarantees set forth herein, even if accrued and/or payable, shall no longer be payable or effective as of the date of the termination of the Plan.
3. Coventry reserves the right to revise or revoke this Guarantee if: a) changes in federal, state or other applicable law or regulation require modifications; b) there are material changes to the AWP as published by the pricing agency that establishes the AWP as used in these arrangements; c) Plan Sponsor makes benefit changes that impact the arrangements; or d) there is a material industry change in pricing methodologies resulting in a new source or benchmark..

NETWORK PROVIDER DISCOUNT GUARANTEE

The Network Provider Discount Guarantee for Network Providers contracted with Coventry Health Care of Florida, Inc. and/or Coventry Health and Life Insurance Company (collectively, "Coventry") as set forth in this Exhibit (the "Guarantee") is effective for the period from January 1, 2013 through December 31, 2013 ("Guarantee Period"). The settlement of the Guarantee will be performed on an annual basis by Coventry no earlier than June 30, 2014. The Guarantee set forth in this Exhibit shall be subject to any and all limitations otherwise set forth in the Agreement and amendments, and shall be the exclusive financial obligation of Coventry with respect to the Guarantee.

Defined Terms

Contract Amount (Allowed Cost): For Network Providers, the amount a Network Provider agreed to accept as payment in full for Covered Services under their contract with Coventry (the "Provider Contract"). For Non-Network Providers rendering Emergency Services and Care for an Emergency Medical Condition, as defined under Florida law, the lesser of:

1. The Non-Network Provider's charges;
2. The usual and customary provider charges for similar services in the community where the services were provided, as determined by Coventry; or
3. The charge mutually agreed to by Coventry and the Non-Network Provider within sixty (60) days of the submittal of the claim.

Eligible Billed Charges: The charges billed by a Network Provider for Eligible Claims.

Eligible Claims: claims for services which a) are Covered Services b) meet the Conditions set forth below. Eligible Claims shall not include claims which (i) the Eligible Billed Charges equal the Contract Amount; (ii) the Contract Amount is greater than the Eligible Billed Charges; (iii) Coventry is the secondary payer; (iv) duplicate bills; (v) pharmacy or drug claims; (vi) claims which require coordination of benefits with any third party payor; (vii) Medicare claims; (viii) any claim with Eligible Billed Charges in excess of \$500,000; (ix) claims for mental health/substance abuse services; (x) claims for laboratory services; and (xi) and all claims for Covered Services covered under a capitated fee arrangement.

Network Provider Discount Guarantee		
Category	Guarantee Discount	Penalty
Discount	Eligible Billed Charges less 65.00%	2.0% of ASO fees paid by Plan Sponsor during the Guarantee Period
Evaluation Schedule	Guarantee Period, paid no earlier than June 30, 2014	
Calculation:	If the Guarantee Discount amount is equal to, or greater than the actual discount, then no penalty is assessed. The actual discount is determined by one minus (the aggregate Allowed Cost invoiced by Coventry to Plan Sponsor for Eligible Claims incurred during the Guarantee Period, divided by the aggregate of the Eligible Billed Charges invoiced by Coventry to Plan Sponsor for claims incurred during the Guarantee Period). The following is the calculation expressed as a formula: $\text{Actual discount} = 1 - (\text{aggregate Allowed Cost} / \text{aggregate Eligible Billed Charges for the same paid claims})$	

Conditions:

1. Coventry reserves the right to modify the terms of this Network Provider Discount Guarantee if there are less than 28,000 Employees and 32,000 Beneficiaries enrolled.
2. In the event the Plan terminates on or before January 1, 2014, for any reason whatsoever, the Guarantee set forth herein, even if accrued and/or payable, shall no longer be payable or effective as of the date of the termination of the Plan.
3. Coventry reserves the right to revise or revoke this Guarantee if: a) changes in federal, state or other applicable law or regulation require modifications; c) Plan Sponsor makes benefit changes that impact the arrangements; or d) there is a material industry change in pricing methodologies resulting in a new source or benchmark.

ADMINISTRATIVE/NETWORK GUARANTEES

Current Performance Standards Guarantees	Current Amount of Liquidated Damages	Yes, Can Comply	Yes, Can Comply with Deviations	No, Can Not Comply
Claim Timeliness				
The Beneficiaries must have their healthcare claims processed and paid accurately within 30 calendar days. (Monthly)	\$500 per occurrence	Yes, healthcare claims will be processed and paid accurately based on our standards: 90% of clean claims processed in 15 days, 99% of clean claims processed in 30 days.		
Claim Inquiries/Complaints				
All claims, written claim inquiries or complaints, and other contacts with the ASPs by the Benefits Department, the Payroll Unit, or Beneficiaries must have a written response within 20 calendar days of receipt by ASP.	\$500 per item for each day beyond as outlined.	Yes		
Telephone Responsiveness				
Average response time of 30 seconds or better. (Monthly)	\$5,000/month	Yes		
Abandonment rate of 5% or less. (Monthly)	\$5,000/month	Yes		
Network Administration				

<p>ASP must agree that significant provider attrition during the course of this Addendum will constitute grounds for termination of this Addendum 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 Addendum with 60 days notice to the ASP.</p>	<p>2/10 of 1 percent of annual premium for every percentage of provider turnover exceeding ten percent annually.</p>		<p>Yes, the plan will agree; however, deceased, retired or those providers who have moved out of our service area should not be considered in the calculation. The total number of providers listed in the directory is defined as and includes all providers, including but not limited to providers, hospitals skilled nursing facilities, specialists, urgent care centers and any and all other types of providers listed.</p>	
<p>ASP guarantees a 63% HMO network provider discount as indicated in the Network Provider Discounts Guarantee Exhibit.</p>	<p>Discount percentage less than 63% yields 2% of ASO fee</p>			
<p>Administration</p>				
<p>Any time a Beneficiary receives a letter from a provider threatening legal action, referral to a collection agency, or other negative account which could jeopardize the Beneficiary's credit standing because of the ASP's delay or failure in paying claims, the ASP shall respond, in writing, directly to the letter writer, Beneficiary, and Plan Sponsor with an explanation of the claim</p>	<p>\$500 per item for each day beyond as outlined.</p>	<p>Yes</p>		

status within ten (10) calendar days of receipt of notification by the ASP.				
ID Cards - within three weeks following the date Plan Sponsor submits the enrollment data to the ASP, ID cards must be delivered to the Beneficiary's home address. An additional four calendar days will be added for total mailing time.	\$25 per card for each day beyond three weeks.	Yes		
ASP must notify Plan Sponsor in writing at least 60 days prior to deletion of any drug in their formulary (not including FDA deletions). Plan Sponsor would request that Beneficiaries are given a 60 to 90 grace period for the transition.	\$1,000 per calendar day for each day less than 60 days.	Yes		
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.	Yes		
Performance penalties will be capped at 2% of annual premium or 7% of ASO fees.	2%/7%, as applicable.		Yes, The plan will agree to performance penalties to be capped at 1% of total premium or 7% of ASO fees	

**SECOND AMENDMENT TO
AGREEMENT**

THIS SECOND AMENDMENT TO AGREEMENT entered into on the 7th day of _____, 2011 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

COVENTRY HEALTH CARE OF FLORIDA, INC.
a Florida corporation for profit, and a subsidiary of Coventry Health Care, Inc.
whose principal place of business is
1340 Concord Terrace, Sunrise, Florida 33323-2830

and

COVENTRY HEALTH AND LIFE INSURANCE COMPANY
Coventry Health And Life Insurance Company (Guarantor)
(hereinafter referred to as "Coventry")
a Delaware corporation for profit, and a subsidiary of
Coventry Health Care, Inc.
whose principal place of business is
6705 Rockledge Drive, Suite 900, Bethesda, Maryland 20817

WHEREAS, SBBC and Coventry entered into an Agreement dated September 8, 2010 (hereinafter "Agreement") for the purpose of receiving proposals for Group Medical Benefits For School Board Employees; and

WHEREAS, SBBC and Coventry entered into a First Amendment to Agreement dated April 28, 2011 (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 monthly premium rates for the period January 1, 2012 through December 31, 2012 are listed below. The premium is calculated by adding the Employee Rate and the appropriate dependent status:

	HMO Low Option	HMO High Option	Consumer Driven Option	PPO Option
Employee Only	\$ 522.02	\$ 572.00	\$ 577.89	\$ 1,710.42
Employee Plus One	1,101.45	1,206.93	1,217.48	3,615.10
Employee Plus Family	1,539.96	1,688.04	1,695.03	4,789.09
Dual Spouse	1,101.45	1,206.93	1,217.48	3,615.10

KIDS PLAN(s)

Ages 0 – 4

	Basic Plan	Enhanced Plan
One Child	\$ 404.26	\$ 688.93
Two Children	803.79	1,377.77
Three or More Children	1,203.28	2,067.19

Ages 5 – 21

	Basic Plan	Enhanced Plan
One Child	\$ 175.81	\$ 299.45
Two Children	351.65	598.79
Three or More Children	535.47	898.73

3. **Emergency Room Co-Payments.** The co-payment for emergency room visits for the HMO Low Option, HMO High Option, Consumer Driven, Kids Enhanced Option and Kids Basic Option plans will be \$250 per occurrence, unless the SBBC employee or the SBBC employee's dependent is admitted, then the co-payment will be waived.
4. **Prior Authorization / Formulary Changes (Prescription Drugs).** Coventry agrees to provide SBBC with at least 60 days prior notification of any changes to:
- Prescription drug preauthorization list
 - Designated step-therapy drug list
 - Prescription drugs with quantity limitations
 - Formulary

Coventry further agrees not to reduce, modify or make changes to the above more often than annually, to be effective January 1st, unless otherwise agreed to by SBBC or FDA mandated.

5. **Priority of Documents.** In the event of a conflict between documents, the order of priority of the documents shall be as follows:

First: Second Amendment to Agreement
Second: First Amendment

- Third: The Agreement
- Fourth: Addendum Number Two [dated May 7, 2010] to the RFP;
- Fifth: Addendum Number One [dated April 23, 2010] to the RFP;
- Sixth: RFP 11-014V "Group Medical Benefits For School Board Employees";
and
- Seventh: The Proposal submitted in response to the RFP by Coventry

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

- 6. **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.

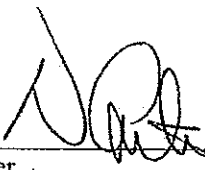
IN WITNESS WHEREOF, the parties hereto have executed this Amendment to Agreement through their duly authorized representatives.

FOR SBBC

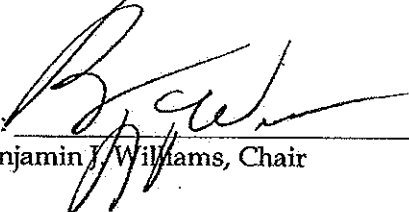
(
(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

ATTEST:

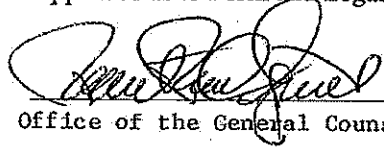


Donnie Carter
Interim Superintendent of Schools

By: 

Benjamin J. Williams, Chair

Approved as to Form and Legal Content:



Office of the General Counsel

FOR COVENTRY HEALTH CARE OF FLORIDA, INC.

AND

COVENTRY HEALTH AND LIFE INSURANCE COMPANY

[Signature]
 Witness
[Signature]
 Witness

[Signature]
 Signature

Christopher Ciano, Chief Executive Officer
 of Coventry Health Care of Florida, Inc.
 and Authorized Signator of Coventry Health
 and Life Insurance Company

STATE OF Florida
 COUNTY OF Broward

The foregoing instrument was acknowledged before me by Christopher Ciano who is
 personally known to me or who produced _____ as identification
 Type of Identification
 and who did/did not first take an oath this 28 day of July, 2011.

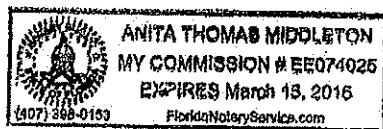
My Commission Expires:

[Signature]
 Signature -- Notary Public

ANITA THOMAS MIDDLETON
 Notary's Printed Name

(SEAL)

March 15 2015
 Notary's Commission No.



**FIRST AMENDMENT TO
AGREEMENT**

THIS FIRST AMENDMENT is made and entered into as of this 28th day of April, 2011, 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

COVENTRY HEALTH CARE OF FLORIDA, INC.
a Florida corporation for profit, and a subsidiary of Coventry Health Care, Inc.
whose principal place of business is
1340 Concord Terrace, Sunrise, Florida 33323-2830

and

COVENTRY HEALTH AND LIFE INSURANCE COMPANY
Coventry Health And Life Insurance Company (Guarantor)
(hereinafter referred to as "Coventry")
a Delaware corporation for profit, and a subsidiary of
Coventry Health Care, Inc.
whose principal place of business is
6705 Rockledge Drive, Suite 900, Bethesda, Maryland 20817

WHEREAS, SBBC and Coventry entered into an agreement dated September 8, 2010 (hereinafter referred to as Agreement") for the purpose of providing group medical benefits for School Board employees; and

WHEREAS, SBBC is the plan sponsor of an employee welfare benefit plan for its employees, retirees and their dependents; and

WHEREAS, SBBC's employee welfare benefit plan is a "health plan" within the meaning of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its accompanying regulations and is thus a "covered entity"; and

WHEREAS, Coventry provides health insurance/managed care coverage to the participants and beneficiaries in SBBC's group health plan; and

WHEREAS, Coventry and SBBC desire to exchange health information protected under HIPAA or PHI for purposes related to administration of the group health plan; and

WHEREAS, the parties desire to amend the Agreement to comply with the HIPAA Privacy Rules, 45 CFR 164.504(f) and 65 Fed. Reg. 82508 (December 28, 2000) and allow SBBC and Coventry to exchange Protected Health Information ("PHI") for plan administration functions without obtaining individual consent or authorization; and

WHEREAS, the Patient Protection and Affordable Care Act (the "Act") established the Early Retiree Reinsurance Program (the "ERRP") for sponsors of eligible employee-based plans that provide health benefits to eligible early retirees and their dependents; and

WHEREAS, the Secretary of the U.S. Department of Health and Human Services ("HHS") implemented interim final regulations at 45 CFR Section 149 ("Program Regulations") and other guidance ("Program Guidance"), that specify what is required for a sponsor to qualify for the ERRP and obtain reinsurance for covered costs; and

WHEREAS, the ERRP requires SBBC to have a written agreement with Coventry in compliance with 45 CFR 149.35(b)(2) that contains certain terms and conditions required for participation in the ERRP; and

WHEREAS, SBBC desires that Coventry provide data to support SBBC's application and claims under the ERRP, and that Coventry assist SBBC in the event that additional information is requested by HHS or necessary to process appeals under the ERRP; and

WHEREAS, the Parties further desire to enter into this Amendment to, among other things, set forth terms and conditions related to participation in the ERRP including without limitation the disclosure of information, data, documents and records (collectively, "Program Data") required by the ERRP as set forth in the Program Regulations and Program Guidance that may be issued by HHS (collectively, "Program Requirements").

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:

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

1.02 **Amendment of Terms:** The Parties agree to amend the Agreement by including new Sections 2.30 and 2.31 which shall provide as follows:

2.30 **HIPAA Privacy Certification.** The plan documents that govern SBBC's group health plan are hereby amended to incorporate the following provisions:

2.30.1 SBBC agrees to not use or further disclose PHI other than as permitted or required by the plan documents or as required by law;

2.30.2 SBBC agrees to ensure that any agents, including subcontractors, to whom it provides PHI received from Coventry agree to the same restrictions and conditions that apply to SBBC with respect to such information;

2.30.3 SBBC agrees to not use or disclose PHI for employment-related actions and decisions;

2.30.4 SBBC agrees to not use or disclose PHI in connection with any other benefit or employee related plan of SBBC;

2.30.5 SBBC agrees to report to Coventry's designee any PHI use or disclosure that it becomes aware of which is inconsistent with the uses and disclosures provided for;

2.30.6 SBBC agrees to make PHI available to an individual based on HIPAA's access requirements;

2.30.7 SBBC agrees to make PHI available for amendment and incorporate any PHI amendments based on HIPAA's amendment requirements;

2.30.8 SBBC agrees to make available the information required to provide an accounting of disclosures;

2.30.9 SBBC agrees to make its internal practices, books and records relating to the use and disclosure of PHI received from Coventry available to the Secretary of the U.S. Department of Health and Human Services to determine the Coventry's compliance with HIPAA;

2.30.10 SBBC agrees to ensure that the adequate separation between the group health plan and the SBBC established as required by HIPAA (45 CFR 164.504(f)(2)(iii)); and

2.30.11 If feasible, SBBC agrees to return or destroy all PHI received from the Coventry that SBBC still maintains in any form and retain no copies of such PHI when no longer needed for the specified disclosure purpose. If return or destruction is not feasible, SBBC will limit further uses and disclosures to those purposes that make the return or destruction infeasible.

2.31 **Special Conditions for ERRP Services.** The provisions of Sections 2.30.2.1 through and including 2.30.2.7 shall apply solely for the purpose of the provision of ERRP services by Coventry.

2.31.1 **Term of Provision of ERRP Services.** The agreement between the parties for the provision of ERRP Services will terminate upon the earlier of (i) termination of the Agreement; or (ii) upon termination of the ERRP which shall include exhaustion of funds available under the ERRP. In the event that the agreement for the provision of ERRP Services by Coventry concludes upon termination of the Agreement, Coventry shall, for a period of six (6) months following the termination date provide SBBC the Payment Data described in Section 2.30.2.3.2 for benefit plan claims processed prior to the effective date of termination and shall provide the appeals and audit support described in Sections 2.30.2.3.3 and 2.30.2.3.4 of this Agreement concerning Appeals and Audits.

2.31.2 **Fees for Provision of ERRP Services.** SBBC shall pay a one-time administrative service fee of Fifteen Thousand Dollars (\$15,000.00) for all ERRP Services to be provided by Coventry pursuant to Section 2.30.2.

2.31.3 **ERRP Duties of Coventry.** Coventry shall provide the following ERRP Services for SBBC under this Agreement:

2.31.3.1 **Records.** Coventry shall maintain records and furnish records to HHS on behalf of SBBC, as required by 45 C.F.R. §§ 149.35(b)(2) and 149.350 and/or guidance issued by HHS. Such records shall be furnished to HHS within a reasonably prompt time following the date of the request. The obligation to maintain these records shall survive the termination of this Agreement.

2.31.3.2 Payment Data. Coventry shall submit Payment Data to SBBC or its designee, so that SBBC or its designee, may file a claim for early retirees. The Payment Data shall include, at a minimum, the name of the health care provider or supplier, the date of service, the early retiree's name, and the date and amount of payment less any known negotiated price concessions. The data format and frequency with which the Payment Data is provided to SBBC shall be determined by Coventry. The payment Data provided shall also include any claim payment adjustments and post-sale negotiated price concessions for an early retiree for whom payment data was previously provided to SBBC by Coventry as may be required by law or HHS Guidance. The data format and frequency with which claim payment adjustments and post-sale negotiated price concessions are reported shall be determined by Coventry. Coventry makes no representation or warranty regarding the timing or amount of ERRP reinsurance that may be payable by the government to SBBC under the Program.

2.31.3.3 Appeals. Coventry shall provide assistance as reasonably necessary for SBBC to appeal any claim payment by HHS in the event the amount paid is less than the amount claimed under the ERRP by SBBC.

2.31.3.4 Audits. Coventry shall provide assistance as reasonably necessary in the event SBBC is audited by HHS under the ERRP. SBBC shall notify Coventry promptly in writing in the event of any audit or inquiry by any state or federal governmental enforcement agency regarding SBBC's participation in the ERRP or Coventry's activities in connection therewith. The obligation to support these audits shall survive the termination of this Agreement.

2.31.3.5 Cost Saving Programs. Coventry shall, upon SBBC's request, provide information related to any programs and procedures Coventry has in place to generate cost savings for participants with chronic and high-cost conditions. This provision is not a guarantee that Coventry has or will maintain any specific cost savings programs, disease management programs or other similar programs. The decision to develop, use and/or discontinue any such programs shall be solely at Coventry's discretion except as required by previous documents.

2.31.3.6 Federal Funds. Coventry acknowledges and agrees that the ERRP Services information provided in connection with this Agreement will be used by SBBC to obtain Federal Funds.

2.31.3.7 Records. Coventry shall maintain records and furnish records to SBBC and/or SBBC's designee, or to HHS on behalf of SBBC, as required by 45 C.F.R. §§ 149.35(b)(2) and 149.350 and/or guidance issued by HHS.

2.31.3.8 FWA Policies and Procedures. Coventry shall have policies and procedures in place to detect and reduce fraud, waste and abuse.

2.31.3.9 Identification of Early Retirees. Coventry shall maintain a list of early retirees, as such term is defined in 45 C.F.R. § 149.2 ("Early Retirees"), on which claims will be submitted for reinsurance under ERRP. Coventry shall have sole responsibility for identifying those enrollees in its Group Health Plan that are Early Retirees for whom a claim may be submitted. Coventry shall immediately notify SBBC, in writing, and HHS, in the event Coventry identifies a person as an Early Retiree and Coventry determines such person was not or is no longer an eligible Early Retiree.

2.31.3.10 **Accuracy of Data.** Coventry shall design, implement and maintain such systems and procedures, consistent with industry standards to assure the availability of appropriate Payment Data to be provided herein. Coventry makes no representations or warranties with respect to the accuracy of the data submitted by health care providers, pharmacies or vendors, to Coventry or its designee.

2.31.4 **ERRP Duties of SBBC.** SBBC shall be responsible for the following duties with regard to the ERRP Services provided by Coventry for SBBC under this Agreement:

2.31.4.1 **HIPAA Compliance.** SBBC shall comply with the HIPAA privacy certification requirements set forth in Section 2.30.1 of this Agreement.

2.31.4.2 **Determination of Eligible Employee Plan.** It shall be SBBC's and/or HHS's responsibility, and not that of Coventry, to determine if SBBC's Group Health Plan and the coverage SBBC provides to enrollees of the Group Health Plan meets the application criteria and otherwise satisfies the requirements set forth in 45 C.F.R. § 149.35 and any HHS guidance to participate in the ERRP.

2.31.4.3 **ERRP Application.** SBBC or its designee will complete and submit the ERRP application.

2.31.4.4 **Privacy Laws.** The parties acknowledge and agree that the Program Data covered by this Amendment includes protected health information ("PHI") covered by the Privacy Rule, and that HHS has asserted its authority to authorize disclosure of PHI for ERRP purposes in accordance with the Privacy Rule in the ERRP regulations (*see* 75 Fed. Reg. 24450 (May 5, 2010) at p. 24454).

2.31.4.5 **Submission of Data to HHS.** Except as set forth in this Agreement, SBBC or its designee will be responsible for submitting any ERRP claims and data in support of such claims.

2.31.4.6 **Use of ERRP Payments.** SBBC shall use any and all payments received from the Federal Government under the ERRP as required pursuant to 45 C.F.R. § 149.200 and HHS guidance.

2.31.4.7 **Use of Information.** SBBC shall use the Payment Data information in accordance with the HIPAA privacy requirements of Section 2.30.1 of this Agreement, and only as necessary to participate in the ERRP.

2.31.5 **Privacy Representations.** SBBC and Coventry agree that Coventry will provide certain Program Data directly to HHS or to a third party designated by SBBC when such Program Data includes PHI that may not be provided to SBBC under the applicable Privacy and Security Rules. SBBC represents that it intends to fully comply with the Privacy and Security Rules applicable to the Program Data.

2.31.6 **Delivery of Program Data to SBBC.** SBBC is hereby specifically directing Coventry to furnish the Program Data to a third party designated by SBBC to support reporting under the ERRP.

2.31.7 **Delivery of Program Data to HHS or Third Party.** SBBC may direct Coventry to furnish the Program Data directly to a third party designated by SBBC to support reporting under the Program. Such direction shall not limit the obligations of SBBC and SBBC's health benefit plan with regard to the Privacy Laws described in this Section. SBBC will provide written direction naming the third party designated by SBBC to whom Coventry is to furnish the Program Data.

1.03 **Priority of Documents.** In the event of a conflict between documents, the order of priority of the documents shall be as follows:

- First: First Amendment to Agreement;
- Second: The Agreement;
- Third: Addendum Number Two [dated May 7, 2010] to the RFP;
- Fourth: Addendum Number One [dated April 23, 2010] to the RFP;
- Fifth: RFP 11-014V "Group Medical Benefits For School Board Employees"; and
- Sixth: The Proposal submitted by Coventry in response to the RFP.

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

1.04 **Other Provisions Remain in Force.** Except as expressly provided herein, all other portions of the Agreement remain in full force and effect.

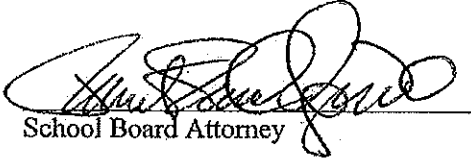
1.05 **Authority.** Each person signing this First Amendment on behalf of either party individually warrants that he or she has full legal power to execute this Amendment on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Amendment. The person signing this Amendment on behalf of Coventry has authority to bind Coventry Health Care of Florida, Inc. and Coventry Health And Life Insurance Company with respect to all provisions contained in this First Amendment.

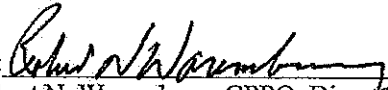
IN WITNESS WHEREOF, the Parties hereto have made and executed this First Amendment on the date first above written.

FOR SBBC

Approved as to Form and Legal Content:

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA


School Board Attorney

By: 
Robert N. Waremburg, CPPO, Director
Supply Management and Logistics
by designee of James F. Notter
Superintendent of Schools

FOR COVENTRY HEALTH CARE OF FLORIDA, INC.

AND

COVENTRY HEALTH AND LIFE INSURANCE COMPANY

Mcrauford
Witness
[Signature]
Witness

[Signature]
Signature

Christopher Ciano, Chief Executive Officer
of Coventry Health Care of Florida, Inc.
and Authorized Signator of Coventry Health
and Life Insurance Company

STATE OF Florida
COUNTY OF Broward

The foregoing instrument was acknowledged before me by **Christopher Ciano** as Chief Executive Officer of Coventry Health Care of Florida, Inc. and as authorized signator of Coventry Health and Life Insurance Company who is personally known to me or who produced _____ as identification and who did/did not first take an oath this

Type of Identification
31 day of March, 2011.

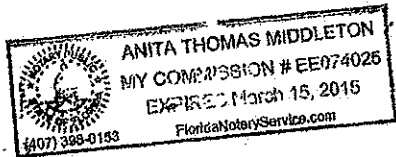
My Commission Expires: March 15, 2015

[Signature]
Signature - Notary Public

ANITA THOMAS MIDDLETON
Notary's Printed Name

EE074025
Notary's Commission No.

(SEAL)



AGREEMENT

THIS AGREEMENT is made and entered into as of this 8th day of September 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

COVENTRY HEALTH CARE OF FLORIDA, INC.

A Florida corporation for profit, and a subsidiary of Coventry Health Care, Inc.
whose principal place of business is
1340 Concord Terrace
Sunrise, Florida 33323-2830

and

COVENTRY HEALTH AND LIFE INSURANCE COMPANY

Coventry Health And Life Insurance Company (Guarantor)
(hereinafter referred to as "Coventry")

A Delaware corporation for profit, and a subsidiary of
Coventry Health Care, Inc.
whose principal place of business is
6705 Rockledge Drive, Suite 900
Bethesda, Maryland 20817

WHEREAS, SBBC issued a Request For Proposal, identified as RFP 11-014V Group Medical Benefits For School Board Employees dated April 21, 2010 and amended by Addendum Number One dated April 23, 2010, and Addendum Number Two dated May 7, 2010 (hereinafter referred to as "RFP") which is incorporated by reference herein, for the purpose of receiving proposals for Group Medical Benefits For School Board Employees; and

WHEREAS, Coventry offered a proposal dated May 27, 2010 (herein after referred to as "Proposal") which is incorporated by reference herein, in response to RFP; and

WHEREAS, Coventry desires to provide SBBC, and SBBC desires to receive from Coventry, Group Medical Benefits For School Board Employees 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.** This Agreement is effective 12:01 a.m. January 1, 2011 and will continue through December 31, 2013 (Initial Contract Period). The term of the agreement may, by mutual agreement between SBBC and Coventry, upon final School Board approval, be extended for five (5) 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.

2.02 **Premiums.** The monthly premium rates for the period January 1, 2011 through December 31, 2011 are listed below. The premium is calculated by adding the Employee Rate and the appropriate dependent status:

	HMO Low <u>Option</u>	HMO High <u>Option</u>	Consumer Driven <u>Option</u>	PPO <u>Option</u>
Employee Only	\$ 487.18	\$ 533.82	\$ 539.32	\$ 1,596.26
One Dependent	540.76	592.56	596.90	1,777.56
Two or More Dependents	950.00	1,041.56	1,042.58	2,873.20
Dual Spouse	540.76	592.56	596.90	1,777.56

KIDS PLAN(s)**Ages 0 – 4**

	Basic <u>Plan</u>	Enhanced <u>Plan</u>
One Child	\$ 377.56	\$ 643.42
Two Children	750.70	1,286.76
Three or More Children	1,123.80	1,930.64

Ages 5 – 21

	Basic <u>Plan</u>	Enhanced <u>Plan</u>
One Child	\$ 164.20	\$ 279.64
Two Children	328.42	559.24
Three or More Children	500.10	839.36

2.03 **Rating Formula.** Coventry agrees to utilize the component pricing trends specified below for preparation of the fully-insured renewal calculations for the 2012 calendar year and that it will not exceed the percentages delineated below for each trend in preparing its renewal calculation:

Medical Trend	Twelve Percent (12%)
Capitation Trend	Four Percent (4%)
Prescription Drug Trend	Ten Percent (10%) - Non-Speciality
Prescription Drug Trend	Fifteen Percent (15%) - Speciality

Coventry further agrees to utilize a retention/administrative charge not to exceed ten percent (10%) of premium for its fully-insured renewal calculations for 2012 and 2013.

Coventry further agrees to negotiate the above trend rates as part of the fully-insured renewal negotiations for calendar year 2013.

2.04 **Self-Insurance.** Coventry agrees that SBBC may elect at its sole discretion, to convert from fully-insured to self-insured funding effective upon the commencement of any plan year or rating period. SBBC agrees to give Coventry ninety (90) days notice of the intent to convert from fully-insured to self-insured funding in 2012 and one hundred, eighty (180) days for all subsequent years or rating periods. If SBBC elects to convert to self-insured funding, Coventry's ASO services shall be provided at the rates specified in its Proposal

2.05 **Variation in Enrollment.** Coventry agrees to waive any and all contingencies contained in its proposal with regard to variations in enrollment.

2.06 **Profit Sharing.** In the event that the actual incurred loss ratio is equal to or less than eighty-eight percent (88%) of the total premium, Coventry agrees to pay SBBC fifty percent (50%) of the difference between the target ratio and the actual incurred loss ratio. This profit sharing agreement includes the adult and kids plans combined.

2.07 **Performance Guarantees.** Except for any provider attrition arising from the demise or retirement of physicians, Coventry agrees to all performance guarantees specified in RFP 11-014V to be capped at one percent (1%) of total contract premium or seven (7%) of ASO fees.

2.09 **On-Site Staff Support.** Coventry agrees to have on-site staffing at SBBC for member services [nine (9) hours per day, five (5) days per week], which will include:

1. One full-time employee, plus
2. One additional full-time employee per 5,000 employees enrolled in plans, plus
3. Not less than five (5) additional full-time employees during Open Enrollment, as well as providing plan enrollment materials for SBBC employees at no additional cost.

2.10 **Never Events.** Coventry agrees the payment of "never events" according to CMS guidelines, are excluded from Coventry's provider contracts.

2.11 **Capitation.** Coventry agrees that any capitated arrangements will be disclosed if revenue sharing exists.

2.12 **Plan Designs.** Coventry agrees to provide the benefits more fully described in Attachment D (current plan) of their proposal. Coventry further agrees to the following negotiated plan design changes:

HMO Low Option

- Specialist copay - \$40 copay
- In-patient Hospitalization - \$150 /day for the first 5 days
- Out-patient surgery (hospital) - \$250 copay
- Out-patient surgery (Ambulatory Surgery Center) - \$100 copay
- Diagnostic services (hospital) - \$75 copay
- Diagnostic services (freestanding facility) - \$50 copay
- Emergency Room – In service area/Outside service area (waived if admitted) - \$200 copay per visit
- Prescription drugs (retail) - \$3/\$10 tier 1, \$35 tier 2, \$50 tier 3
- Mail order - 2 times retail

HMO High Option

- Specialist co-pay - \$30 copay
- Inpatient Hospitalization - \$150 copay per admission
- Out-patient surgery (hospital) - \$150 copay
- Out-patient surgery (Ambulatory Surgery Center) - \$75 copay
- Diagnostic services (hospital) - \$50 copay
- Diagnostic services (freestanding facility) - \$30 copay
- Prescription drugs (retail) - \$3/\$10 tier 1, \$25 tier 2, \$40 tier 3
- Mail order - 2 times retail

Kids Basic

- Annual hospital deductible per calendar year applies to all in-patient and out-patient services at hospital - \$300

2.13 **Dependents To Age 30.** Coventry agrees to provide dependent coverage in accordance with Section 627.6562(2), Florida Statutes. The premium will be at the one dependent rate for each enrolled dependent. Coventry further agrees to provide eligibility, direct billing and remittance services.

2.14 **Walk-In Clinics/Convenience Care Clinics.** Coventry agrees that SBBC members (and dependents) in the HMO Low Option, HMO High Option, Consumer Driven, PPO, and Kids plans will have access to walk-in clinics and convenience care clinics and will be covered as in-network when outside of the service area provided the walk-in clinics and convenience care clinics are in Coventry's national network.

2.15 **Out-Patient Physical/Speech & Occupational Therapy/Rehabilitation Sessions.** Coventry agrees that SBBC members (and dependents) enrolled in the HMO Low Option, HMO High Option, Consumer Driven, PPO, and Kids plans that rehabilitation benefits are not available for services that maintain rather than improve a level of physical function, or where it has been determined that the services will not result in significant improvement in the members condition within a ninety (90) day time period.

Should the treating physician request additional therapy outside of the ninety (90) day time frame, Coventry agrees to review a second opinion from an in-network physician not related to the treatment in order to determine if additional time over ninety (90) days should be provided.

2.16 **Prior Authorization (Medical/Surgical).** Coventry agrees to provide SBBC with prior notification of any changes to medical/surgical preauthorization lists.

2.17 **Prior Authorization (Prescription Drugs).** Coventry agrees to provide SBBC with prior notification of any changes to:

- Prescription drug preauthorization list
- Designated step-therapy drug list
- Prescription drugs with quantity limitations

2.18 **Pharmacy Dispensing Fees.** Coventry agrees to a pharmacy dispensing fee of \$1.50 for brand name prescriptions and \$1.75 for generic retail prescriptions on a fully-insured basis through plan year 2013.

2.19 **Formulary.** Coventry agrees to provide SBBC at least a 60-day written notice of any drug which may be deleted from its formulary (except in cases where the drug is removed from the Food and Drug Administration approved listing). Said 60-day notice is to commence when notice is received by SBBC's Benefits Department. Coventry shall also notify each contracted physician and affected SBBC members of such changes, as well as, provide this information in its newsletter to SBBC members. Additionally, Coventry will post formulary changes to its Web site in order for providers and SBBC members to view changes made during the calendar year. Coventry further agrees not to reduce the formulary more often than annually, unless otherwise agreed to by SBBC.

2.20 **Balance Billing.** Coventry agrees to hold SBBC members (and dependents) enrolled in the HMO Low Option, HMO High Option, Consumer Driven, and Kids plans harmless should a non-participating provider be utilized in the event of an emergency in or outside of the service area (Broward, Miami-Dade, West Palm Beach, Florida). SBBC members (and dependents) enrolled in the PPO plan obtaining services out of Coventry's PPO network will be subject to balance billing.

2.21 **Employee Assistance Program (EAP).** Coventry agrees to fund the cost of one full-time SBBC employee serving as an EAP Coordinator including that employee's benefits, office equipment, supplies, travel and professional dues. The actual cost up to \$75,000 per year for this position will be billed by SBBC to Coventry annually.

2.22 **Behavioral Health/EAP Benefits.** Coventry agrees to the following behavioral health/EAP benefits:

- 12 visits included in the initial authorization
- SBBC's internal EAP Staff will refer to Coventry's in-network providers after conducting the intake evaluation and obtaining authorization from Coventry
- V Codes are covered

2.23 **Wellness.** Coventry agrees to support SBBC's strategic Wellness Plan.

2.24 **SBBC Staff Support.** Coventry agrees to fund on-site administrative support staff, including benefits, office equipment, supplies, travel and professional dues. The cost for such support staff up to \$75,000 per year will be billed by SBBC to Coventry annually.

2.25 **Promotional Services.** Coventry agrees to fund on an annual basis, a minimum of \$190,000 for targeted on-site health promotion services and wellness. These services may include:

1. District Wellness Coordinator and Assistant Wellness Coordinator;
2. Informational Campaigns;
3. Immunizations;
4. Health Screenings;
5. Behavior Change Programs;
6. Health Committee Consultations;
7. Research On Health Improvement Interventions;
8. Retirement Benefit Orientation;
9. New Teacher Orientation; and
10. Benefits Coordinator's Workshop.

2.26 **Scholarship.** Coventry agrees to provide a \$10,000 annual scholarship through the Broward Education Foundation to be awarded to minority student(s).

2.27 **Priority of Documents.** In the event of a conflict between documents, the order of priority of the documents shall be as follows:

- | | |
|---------|----------------------------------------------------------------------|
| First: | This Agreement |
| Second: | Addendum Number Two [dated May 7, 2010] to the RFP; |
| Third: | Addendum Number One [dated April 23, 2010] to the RFP; |
| Fourth: | RFP 11-014V "Group Medical Benefits For School Board Employees"; and |
| Fifth: | The Proposal submitted in response to the RFP by Coventry |

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

2.28 **Background Screening.** Coventry agrees to comply with all the requirements of Sections 1012.32 and 1012.465, Florida Statutes, and that Coventry 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 Coventry or its personnel providing any services. Coventry 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 Coventry and its personnel. The Parties agree that the failure of Coventry 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. Coventry 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 Coventry'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@L1ED.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 Coventry. There will be two Web sites used for services: 1) <http://www.L1Enrollment.com> (used for scheduling and registering applicants) and 2) <http://sbcc-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.

2.29 **Indemnification.**

A. By SBBC: SBBC agrees to be fully responsible of 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 of any rights or limits to liability under Section 768.28 Florida Statutes.

B. By Coventry: Coventry 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 Coventry, its agents, servants or employees; the equipment of Coventry, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of Coventry or the negligence of Coventry's agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses for damages, damage to property including SBBC's property, and injury or death of any person whether employed by Coventry, SBBC or otherwise.

ARTICLE 3 – GENERAL CONDITIONS

3.01 **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.

3.02 **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.

3.03 **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.

3.04 **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.

3.05 **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.

3.06 **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.

3.07 **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.

3.08 **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.

3.09 **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 or the United States Court of the Southern District of Florida.

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

3.11 **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.

3.12 **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.

3.13 **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.

3.14 **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.

3.15 **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, 10 th Floor Fort Lauderdale, Florida 33301
With a Copy to:	Executive Director, Benefits & EEO Compliance 7770 W. Oakland Park Boulevard, 1 st Floor Sunrise, Florida 33351
To Coventry	Peter Joseph, Vice President, Commercial Marketing Coventry Health Care of Florida, Inc. Coventry Health and Life Insurance Company 1340 Concord Terrace Sunrise, Florida 33323-2830
With a Copy to:	Cathy Aguirre, Vice President, Account Management Coventry Health Care of Florida, Inc. 1340 Concord Terrace Sunrise, Florida 33323-2830

3.16 **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.

3.17 **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 this Agreement on behalf of Coventry has authority to bind Coventry Health Care of Florida, Inc. and Coventry Health And Life Insurance Company with respect to all provisions contained in this Agreement.

3.18 **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.

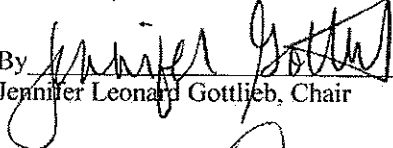
IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.

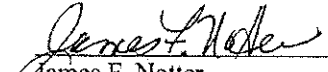
FOR THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

(Corporate Seal)

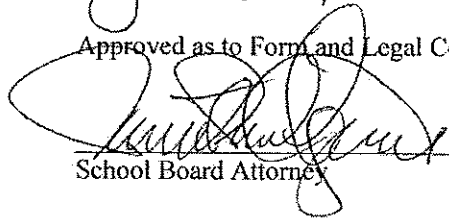
THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

ATTEST:

By 
Jennifer Leonard Gottlieb, Chair


James F. Notter
Superintendent of Schools

Approved as to Form and Legal Content:


School Board Attorney

FOR COVENTRY HEALTH CARE OF FLORIDA, INC.
AND
COVENTRY HEALTH AND LIFE INSURANCE COMPANY

Carol N. Sutherland
Witness

Christopher Ciano
Signature

[Signature]
Witness

Christopher Ciano, Chief Executive Officer
of Coventry Health Care of Florida, Inc.
and Authorized Signator of Coventry Health
and Life Insurance Company

STATE OF Florida
COUNTY OF Broward


The foregoing instrument was acknowledged before me by Christopher Ciano who is
personally known to me or who produced _____ as identification
Type of Identification
and who did/did not first take an oath this 17 day of August, 2010.

My Commission Expires:

[Signature]
Signature - Notary Public

ANITA THOMAS
Notary's Printed Name

DD 649 698
Notary's Commission No.

(SEAL) NOTARY PUBLIC - STATE OF FLORIDA
 Anita Thomas
Commission # DD649698
Expires: MAR. 12, 2011
BONDED THRU ATLANTIC BONDING CO., INC.

ATTACHMENT I

Sample SBBC Agreement

STANDARD CONTRACT TEMPLATE

AGREEMENT

THIS AGREEMENT is made and entered into as of this ____ day of _____, 2013, 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.** Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement shall commence on _____, 20__ and conclude on _____, 20__ .

2.02

2.03

2.04

2. **Inspection of Insert Name's Records by SBBC.** *Insert Name* shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All *Insert Name's* Records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and/or reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze and verify any and all invoices, billings, payments and/or claims submitted by *Insert Name* or any of *Insert Name's* payees pursuant to this Agreement. *Insert Name's* Records subject to examination shall include, without limitation, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement. *Insert Name's* Records subject to this section shall include any and all documents pertinent to the evaluation, analysis, verification and reconciliation of any and all expenditures under this Agreement without regard to funding sources.

(a) **Insert Name's Records Defined.** For the purposes of this Agreement, the term "*Insert Name's* Records" shall include, without limitation, accounting records, payroll time sheets, cancelled payroll checks, W-2 forms, written policies and procedures, computer records, disks and software, videos, photographs, executed subcontracts, subcontract files (including proposals of successful and unsuccessful bidders), original estimates, estimating worksheets, correspondence, change order files (including sufficient supporting documentation and documentation covering negotiated settlements), and any other supporting documents that would substantiate, reconcile or refute any charges and/or expenditures related to this Agreement.

(b) **Duration of Right to Inspect.** For the purpose of such audits, inspections, examinations, evaluations and/or reproductions, SBBC's agent or authorized representative shall have access to *Insert Name's* Records from the effective date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to *Insert Name* pursuant to this Agreement.

(c) **Notice of Inspection.** SBBC's agent or its authorized representative shall provide *Insert Name* reasonable advance notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation and or reproduction.

(d) **Audit Site Conditions.** SBBC's agent or its authorized representative shall have access to *Insert Name's* facilities and to any and all records related to this Agreement, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section.

(e) **Failure to Permit Inspection.** Failure by *Insert Name* to permit audit, inspection, examination, evaluation and/or reproduction as permitted under this Section shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the denial of some or all of any *Insert Name's* claims for payment by SBBC.

(f) **Overcharges and Unauthorized Charges.** If an audit conducted in accordance with this Section discloses overcharges or unauthorized charges to SBBC by *Insert Name* in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by *Insert Name*. If the audit discloses billings or charges to which *Insert Name* is not contractually entitled, *Insert Name* shall pay said sum to SBBC within twenty (20) days of receipt of written demand under otherwise agreed to in writing by both parties.

(g) **Inspection of Subcontractor's Records.** *Insert Name* shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees") providing services or

goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by *Insert Name* to include such requirements in any subcontract shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the exclusion of some or all of any Payee's costs from amounts payable by SBBC to *Insert Name* pursuant to this Agreement and such excluded costs shall become the liability of *Insert Name*.

(h) **Inspector General Audits.** *Insert Name* shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2. **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: *Insert Job Title of District Representative*
Insert Address of District Representative

To *Insert Name*: *Insert Name Provided by Other Party*
Insert Address Provided by Other Party

With a Copy to: *Insert Name Provided by Other Party*
Insert Address Provided by Other Party

2. **Background Screening:** *Insert Name* agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, 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 *Insert Name* or its personnel providing any services under the conditions described in the previous sentence. *Insert Name* shall 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 *Insert Name* and its personnel. The parties agree that the failure of *Insert Name* to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. To the extent permitted by law, *Insert Name* 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 *Insert Name*'s failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes. Nothing herein shall be construed as a waiver by SBBC or *Insert Name* of sovereign immunity or of any rights or limits to liability existing under Section 768.28, Florida Statutes.

2. **Background Screening:** *Insert Name* agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, 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 *Insert Name* or its personnel providing any services under the conditions described in the previous sentence. *Insert Name* shall 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 *Insert Name* and its personnel. The parties agree that the failure of *Insert Name* to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. *Insert Name* 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 *Insert Name's* failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes.

2. **Indemnification.** Each party agrees to be fully responsible for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

2. **Indemnification.** This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

A. **By SBBC:** SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' 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 *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.

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 of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

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 **Independent Contractor.** The parties to this agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. SBBC shall not be responsible for social security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.

3.04 **Equal Opportunity Provision.** The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

3.05 **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.

3.06 **Default.** The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) days notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to Section 3.05.

3.07 **Annual Appropriation.** The performance and obligations of SBBC under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty shall accrue to SBBC in the event this provision is exercised, and SBBC shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

3.08 **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.

3.09 **Public 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. Each party acknowledges that this Agreement and all attachments thereto are public records and do not constitute trade secrets.

3.10 **Student Records:** Notwithstanding any provision to the contrary within this Agreement, any party contracting with SBBC under this Agreement shall fully comply with the requirements of Section 1002.22, Florida Statutes, or any other state or federal law or regulation regarding the confidentiality of student information and records. Each such party agrees, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Section 1002.22, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.11 **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.

3.12 **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.

3.13 **Governing Law and Venue.** 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.

3.14 **Entirety of 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.

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

3.16 **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.

3.17 **Incorporation by Reference.** Exhibits attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

3.18 **Captions.** The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, 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 **Severability.** In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.

3.20 **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.

3.21 **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.

3.22 **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 unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

3.23 **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.

3.24 **Survival.** All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

3.25 **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.

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 _____
Laurie Rich Levinson, Chair

Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

Office of the General Counsel

FOR [Insert Name Here]

(Corporate Seal)

*Insert Full Legal Name of the Corporation,
Agency or Other Legal Entity*

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

_____, 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.

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

Notary's Printed Name

(SEAL)

Notary's Commission No.

ATTACHMENT J

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 CONDITIONS**2. 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 (Continued)

- (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:
 - 1. Be made no later than 60 calendar days (or no later than 10 days pursuant to Florida Statute §817.5681(2)(a) for a breach of the security of confidential personal information if the personal information was or is reasonably believed to be acquired by an unauthorized person) 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;
 - 2. Include the individuals whose Unsecured PHI has been, or is reasonably believed to have been, the subject of a Breach; and
 - 3. Be in substantially the same form as **Exhibit A** hereto.
- (e) For the Breach of Unsecured PHI in its possession:
 - 1. Business Associate will perform a Risk Assessment to determine if the Breach poses a significant risk of financial, reputational, or other harm to one or more individuals affected by the Breach. Business Associate will provide SBBC with documentation showing the results of the Risk Assessment.
 - 2. Business Associate will prepare and distribute, at its own cost, any required notifications under Federal or Florida law, or reimburse SBBC any direct costs incurred by SBBC for doing so.
 - 3. Business Associate shall be responsible for all fines or penalties incurred for failure to meet Breach notice requirements imposed by Federal or Florida law.
- (f) 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.
- (g) 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.
- (h) 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.
- (i) 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.

ARTICLE 2 – SPECIAL CONDITIONS (Continued)

- (j) 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.
- (k) Business Associate agrees to provide to SBBC or an Individual, in a time and manner designated by SBBC, information collected in accordance with paragraph (j) 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.
- (l) 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.
- (m) 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.
- (n) 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).

ARTICLE 2 – SPECIAL CONDITIONS (Continued)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.

5. 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 and in accordance with §817.5681 (2)(a), Florida Statutes) 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.

ARTICLE 2 – SPECIAL CONDITIONS (Continued)

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 remain in effect until such time as SBBC exercises its rights of termination under section 9(b) or 9(c) and until 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.
- (b) *Termination for Convenience.* This Agreement may be terminated without cause and for convenience by SBBC during the term thereof upon thirty (30) days written notice to Business Associate.
- (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.

ARTICLE 2 – SPECIAL CONDITIONS (Continued)

(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 age, color, disability, gender identity, gender expression, national origin, marital status, race, religion, sex 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 CONDITIONS (Continued)

19. 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 CONDITIONS (Continued)

To *[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 CONDITIONS (Continued)**27. Regulatory References.**

A reference in this Agreement to a section in the Privacy Rule, the Security Rule, the HITECH Act, or HIPAA 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

ATTEST:

By _____

Approved as to Form and Legal Content:

Office of General Counsel

FOR BUSINESS ASSOCIATE

Signature

Print Name and Title

Witness

Witness

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 K

SBBC Enrollment Form


THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
ENROLLMENT AND SALARY REDUCTION AUTHORIZATION FORM

REHIRE

EMPLOYEE INFORMATION

Name: _____ Personnel #: _____

Address: _____ City: _____ State: _____ Zip: _____ Sex: _____

Home Phone: _____ Social Security #: _____ Date Of Birth: _____

MEDICAL - COVENTRY

Opt-Out

Low HMO Plan Emp. Only Emp. +1 Dep. + Family KIDS Plan Basic HMO (0-4) Total Enrolled _____
 High HMO Plan Emp. Only Emp. +1 Dep. + Family KIDS Plan Basic HMO (5-26) Total Enrolled _____
 Consumer Driven Emp. Only Emp. +1 Dep. + Family KIDS Plan Enhanced HMO (0-4) Total Enrolled _____
 PPO Plan Emp. Only Emp. +1 Dep. + Family KIDS Plan Enhanced HMO (5-26) Total Enrolled _____

DENTAL

Opt-Out

DHMO		PPO	
Humana/CompBenefits	• Humana/CompBenefits		
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"/>		
MetLife/SafeGuard	• MetLife		
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"/>		

VISION

Opt-Out

Humana/CompBenefits	• Sofstice/Davis		
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"/>		

DEPENDENT

Name of Dependent(s) Last First	MI	Sex M/F	Relationship	DOB	SSN	Medical	Dental	Vision
						✓	✓	✓

FLEXIBLE SPENDING ACCOUNTS MEDICAL REIMBURSEMENT ACCOUNT \$ _____ Annually DEPENDENT CARE REIMBURSEMENT ACCOUNT \$ _____ Annually	ENHANCED LIFE INSURANCE <input type="checkbox"/> 1 Time Core <input type="checkbox"/> 2 Times Core	ENHANCED DISABILITY <input type="checkbox"/> YES <input type="checkbox"/> NO
------------------------------------------------------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------

Your insurance effective date will be _____ based upon the documentation provided during the clearance process. This date may change based upon your actual start date.

I have indicated the coverage I want for myself and dependents and hereby authorize The School Board of Broward County, Florida to reduce my monthly gross salary before taxes are calculated by the amount of the election(s) indicated. Elections are considered irrevocable and subject to the rules and guidelines outlined in Section 125 of the Internal Revenue Code (IRC). If I have chosen to decline (Opt-Out) medical coverage, and later elect to apply for medical coverage, I understand that I may only do so during an Open Enrollment period or if I experience an IRC qualifying event. I understand that if the proper deductions are not taken from my paycheck(s) or at any time my contract salary is not received, it is my responsibility to notify the Benefits Department in order to ensure continued coverage.

I further understand that only dependents who meet the eligibility definition and for whom I have provided the required documentation will be enrolled in the plans. All required dependent verification documentation must be received by the end of the my thirty (30) day election period. If proper documentation is not received timely, the dependents will not be able to enroll until the next Open Enrollment period.

This election will remain in effect until changed. I understand and agree that The School Board of Broward County, Florida and any contracted administrators will be held harmless from any liability arising from my participation in the above-mentioned benefit plans or due to my failure to sign or accurately complete this form.

Date: _____ Employee Signature: _____

ATTACHMENT L

- L1 M/WBE Utilization Report
- L2 Employment Diversity Statistics
- L3 M/WBE Participation
- L4 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>

- L5 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, Attachments L1, L2, and L3 are also available as a separate downloadable document in a useable Microsoft Word format.

For your convenience, L4 and L5 are ONLY available through the above websites

Proposer's Company Name: _____

Monthly M/ WBE Utilization Report

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.

Monthly Utilization Reports to be Submitted to:

The School Board of Broward County, Florida 754-321-0552
 Supplier Diversity & Outreach Program
 7720 West Oakland Park Boulevard, Suite 323 754-321-0934 FAX
 Sunrise, FL 33351-6704

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:					
RFP Title:					

SUPPLIER DIVERSITY & OUTREACH PROGRAM 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 M

Domestic Partners Information

**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. Michelle Johnson
Personnel Administrator IV**

**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 are under age 26. 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: Michelle Johnson, Personnel Administrator IV) 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

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
DOMESTIC PARTNER DISENROLLMENT**

To Disenroll a Domestic Partner:

Please complete, sign and return the Domestic Partner Disenrollment Statement.

Send the disenrollment statement to:

**Ms. Michelle Johnson
Personnel Administrator IV**

**School Board of Broward County, Florida
Benefits Department
7770 W. Oakland Park Blvd.
Sunrise, Florida 33351**

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
STATEMENT OF DISENROLLMENT OF DOMESTIC PARTNER**

I, _____, make and file this Statement of Disenrollment in order
(Name of Employee)

to revoke the Domestic Partner Affidavit previously filed for _____
(Name of Domestic Partner)

I declare and acknowledge the following: (check appropriate box)

I wish to discontinue coverage, effective immediately, for _____
and her or his eligible dependent(s), if any. (Name of Domestic Partner)

OR

My Domestic Partner, _____, died on _____
(Name of Domestic Partner) (Date of Death)

OR

My Domestic Partner relationship (as described in the Domestic Partner Affidavit) between me and

_____ ended on _____
(Name of Domestic Partner) (Date)

I understand that if my Domestic Partner has previously been covered by SBBC's group insurance coverage, filing this Statement of Disenrollment will indicate my Domestic Partner, and her or his eligible dependents, if any, will no longer be covered under the applicable plan(s).

I acknowledge it is my responsibility to provide a copy of this signed statement to my Domestic Partner.

I affirm, under penalty of perjury, the foregoing statements are true and to the best of my knowledge

Date

Employee's Signature

Employee's Personnel Number

Employee's Name

Address

City State Zip Code

ATTACHMENT N

Disclosure of Potential Conflict of Interest and Conflicting Employment or Contractual Relationship

The School Board of Broward County, Florida
Group Medical Benefits for School Board Employees

DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST AND CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP

In accordance with General Condition 7.12, each Proposer must disclose, in its RFP, the names of any employees who are employed by Proposer who are also an employee of SBBC. Persons identified below may have obligations and restrictions applicable to them under Chapter 112, Florida Statutes.

Name of Proposer's Employee	SBBC Title or Position of Proposer's Employee	SBBC Department/ School of Proposer's Employee
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Check one of the following and sign:

- I hereby affirm that there are no known persons employed by Proposer who are also an employee of SBBC.
- I hereby affirm that all known persons who are employed by Proposer, who are also an employee of SBBC, have been identified above.

Signature

Company Name

Name of Official

Business Address

City, State, Zip Code

03/28/13

ATTACHMENT O

W-9 Form

Form **W-9**
 (Rev. January 2011)
 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.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required): Individual/sole proprietor C Corporation S Corporation Partnership Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

Other (see instructions) ▶

Address (number, street, and apt. or suite no.)

City, state, and ZIP code

List account number(s) here (optional)

Requester's name and address (optional)
**The School Board of Broward County, Fla
 7720 West Oakland Park Blvd., #323
 Sunrise, Florida 33351**

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line 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

				-						
--	--	--	--	---	--	--	--	--	--	--

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 a percentage 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 1993 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.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

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/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "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/disregarded entity name" line.

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/disregarded entity 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 405(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 following chart 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 5 and 7 through 13. Also, C corporations.
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 ²

¹See Form 1099-MISC, Miscellaneous Income, and its instructions.

²However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, 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 IRS.gov or by calling 1-800-TAX-FORM (1-800-829-5676).

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 item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

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.

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.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14059.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

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 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.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

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) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ³ The actual owner ⁴
5. Sole proprietorship or disregarded entity owned by an individual	The owner ⁵
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(ii)(A))	The grantor ⁶
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁷
9. Corporation or LLC electing corporate status on Form 9822 or Form 2253	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. 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
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(ii)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If any 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 "Business name/disregarded entity" 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 line. Also see *Special rules for partnerships* on page 1.

⁶ Note: Grantor trust must provide a Form W-9 to trustee of trust.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and 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. Under section 3408, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

ATTACHMENT P
Drug-Free Workplace

ATTACHMENT P

**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____. _____ (Signature)

Personally Known _____

OR Produced identification _____

(Type of identification)

Notary Public - State of _____

My commission expires _____

(Printed, typed or stamped commissioned name of notary public)

FORM: #4530
3/93

ATTACHMENT Q

Performance Standards/Guarantees

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

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

ATTACHMENT Q

Please complete the table below.

Current Performance Standards Guarantees	Current Amount of Liquidated Damages	Yes, Can Comply	Yes, Can Comply with Deviations	No, Can Not Comply
Claim Timeliness				
The employees of SBBC must have their healthcare claims processed and paid accurately within 30 calendar days. (Monthly)	\$500 per occurrence			
Claim Inquiries/Complaints				
All claims, written claim inquiries or complaints, and other contacts with the Awardees by the Benefits Department, the Payroll Unit, or SBBC employees and their covered dependents must have a written response within 20 calendar days of receipt by the Awardee.	\$500 per item for each day beyond as outlined.			
Telephone Responsiveness				
Average response time of 30 seconds or better. (Monthly)	\$5,000/month			
Abandonment rate of 5% or less. (Monthly)	\$5,000/month			
Network / Administration				
Awardee must agree that significant provider attrition during the course of this Agreement will constitute grounds for termination of this Agreement 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 Agreement with 60 days notice to the Awardee.	2/10 of 1 percent of annual premium for every percentage of provider turnover exceeding ten percent annually.			
Administration				
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 account which could jeopardize the employee or dependent's credit standing because of the Awardee's delay or failure in paying claims, the Awardee shall respond, in writing, directly to the letter writer, employee or covered dependent, and SBBC with an explanation of the claim status within ten (10) calendar days of receipt of notification by the Awardee.	\$500 per item for each day beyond as outlined.			

ATTACHMENT Q

<p>ID Cards - within three weeks following the date SBBC submits the enrollment data to the Awardee, ID cards must be delivered to the member's home address. An additional four calendar days will be added for total mailing time.</p>	<p>\$25 per card for each day beyond three weeks.</p>			
<p>Awardee must notify SBBC in writing at least 60 days prior to deletion of any drug in their formulary (not including FDA deletions). SBBC would request that employees are given a 60 to 90 grace period for the transition.</p>	<p>\$1,000 per calendar day for each day less than 60 days.</p>			
<p>The MWBE's office will require a 30-day written notice for substitution of an MWBE vendor.</p>	<p>\$100 per calendar day for the first 30 days and \$1,000 per calendar day thereafter until notifications received.</p>			
<p>Performance penalties will be capped at 7% of ASO fees.</p>	<p>7% of ASO fees</p>			

ATTACHMENT R

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 R 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 14-004P – Group Medical Benefits 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 14-004P – Group Medical Benefits 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.

_____ will execute a Guarantee of the Agreement using the Guarantee form contained in Attachment R 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. 14-004P, Group Medical Benefits for School Board Employees ("RFP"); and

WHEREAS, Awardee met the Minimum Eligibility requirements set forth in Section 4.2.5 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 4.2.5 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 _____, 2013.

By: _____

Print Name: _____

Title: _____

ATTACHMENT S

Statement of "No Response"

ATTACHMENT S, STATEMENT OF "NO RESPONSE"

If your company will not be submitting a response to this Request for Proposal, please complete this Statement of "No Response" Sheet and return, prior to the RFP due date established within, to:

SBBC
 Supply Management & Logistics Department
 7720 West Oakland Park Boulevard, Suite 323
 Sunrise, Florida 33351

This information will help SBBC 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 Proposal.
	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: _____