



THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

7720 WEST OAKLAND PARK BOULEVARD, SUITE 323, SUNRISE, FLORIDA 33351 • TEL 754-321-0501 • FAX 754-321-0936

PROCUREMENT & WAREHOUSING SERVICES
MARY C. COKER, DIRECTOR

www.browardschools.com

SCHOOL BOARD

ABBY M. FREEDMAN, *Chair*
NORA RUPERT, *Vice Chair*

ROBIN BARTLEMAN
HEATHER P.
BRINKWORTH
DONNA P. KORN
PATRICIA GOOD,
LAURIE RICH LEVINSON
ANN MURRAY
NORA RUPERT
DR. ROSALIND OSGOOD

ROBERT W. RUNCIE
Superintendent of Schools

December 23, 2016

ADDENDUM NO. 3 RFP 18-009V GROUP MEDICAL BENEFITS FOR SCHOOL BOARD EMPLOYEES

TO ALL PROPOSERS:

Amend the above referenced RFP in the following particulars only:

1. **DELETE:** Page 3 of 37 Pages **INSERT:** Page 3 of 37 Pages – **REVISED** –

By virtue of signing the "Required Response Form", Page 1 of RFP No. 18-009V, Proposer certifies acceptance of this Addendum.

Sincerely,

Charles V High Digitally Signed

Charles V. High, C.P.M., A.P.P., MBA
Purchasing Agent IV

CVH/at

2.0 INTRODUCTION AND GENERAL INFORMATION (Continued)

- Using Accountable Care Organizations (ACO's) or similar models/programs
- Redesign of benefit plans, contributions models, etc.
- Other creative cost savings programs

For 2017, SBBC contributes the employee-only amount towards the Premium, Premium Plus, and Consumer Driven plans' medical premium equivalents. The contribution strategy 2018 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 medical program and provides \$750 annually. Currently, there are approximately 1,400 employees that opt out of the SBBC medical 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. See General Condition 7.41.

- 2.2 **Questions and Interpretations:** Any questions concerning any portion of this RFP must be submitted, in writing, to **Charles V. High, C.P.M., A.P.P., MBA Procurement & Warehousing Services, 754-321-0527** at the address listed in Section 6.1 or via facsimile 754-321-0533 or via e-mail charles.high@browardschools.com. Any questions which require a response which amends the RFP document in any manner will be answered via Addendum by the Procurement & Warehousing Services 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 Procurement & Warehousing Services, in writing, **on or before 5:00 p.m. ET on, December 12, 2016**. Questions received after this date and time 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, 2018, and continuing through December 31, 2020**. The term of the contract may, by mutual agreement between SBBC and the Awardee, upon the Superintendent's Insurance & Wellness Advisory Committee's approval, be extended for two (2) 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 twelve (12) months**. Procurement & Warehousing Services, 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 the School Board. 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 **Price Adjustments:** Prices offered shall remain firm through the first three years of the contract in accordance with **Scope of Services and Attachment E – Financial Response Form**. A request for price adjustment must be submitted in writing at least 270 days prior to the first renewal date of the contract (outlined in Section 7.39 of the RFP). 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: Director, Benefits & Employment Services, The School Board of Broward County, Florida, 7770 W. Oakland Park Blvd., Sunrise, Florida 33351. If a price increase is approved after the first renewal date, then that price must remain firm for the two remaining years of the contract. SBBC reserves the right to not renew any contract regardless of price considerations.

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



THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

7720 WEST OAKLAND PARK BOULEVARD, SUITE 323, SUNRISE, FLORIDA 33351 • TEL 754-321-0501 • FAX 754-321-0936

PROCUREMENT & WAREHOUSING SERVICES
MARY C. COKER, DIRECTOR
www.browardschools.com

SCHOOL BOARD
ABBY M. FREEDMAN, *Chair*
NORA RUPERT, *Vice Chair*

ROBIN BARTLEMAN
HEATHER P. BRINKWORTH
DONNA P. KORN
PATRICIA GOOD,
LAURIE RICH LEVINSON
ANN MURRAY
NORA RUPERT
DR. ROSALIND OSGOOD

ROBERT W. RUNCIE
Superintendent of Schools

December 19, 2016

ADDENDUM NO. 2 RFP 18-009V GROUP MEDICAL BENEFITS FOR SCHOOL BOARD EMPLOYEES

TO ALL PROPOSERS:

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

- Attached are the responses to the questions received.
- | | |
|---|--|
| DELETE: Page 1 of 37 Pages – REVISED - | INSERT: Page 1 of 37 Pages – REVISED-1- |
| DELETE: Page 35 of 37 Pages – REVISED - | INSERT: Page 35 of 37 Pages – REVISED-1- |
| DELETE: Attachment A1, Page 7 of 34 Pages | INSERT: Attachment A1, Page 7 of 34 Pages – REVISED |
| DELETE: Attachment A1, Page 23 of 34 Pages | INSERT: Attachment A1, Page 23 of 34 Pages – REVISED |
- New Attachments:**
Attachment U – Retiree Monthly Health Rates
Attachment V – Sample Self-Billing Statement
Attachment W – New Hire Provider Record – As of 9/18/15

This Addendum is for informational purposes only and need not be returned with your Proposal. By virtue of signing the "Required Response Form", Page 1 of RFP 18-009V, Proposer certifies acceptance of this Addendum.

Sincerely,

Charles V High Digitally Signed

Charles V. High, C.P.M., A.P.P., MBA
Purchasing Agent IV

➤ **QUESTION #1:**

Please clarify if 4.2.7 requires coverage when an onsite is out of the office due to sick time or vacation?

4.2.7 Proposers must provide onsite staffing, from the Awardee(s) to be located 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. Awardee(s) must maintain at least four (4) full-time onsite employees, at all times, at SBBC Benefits Department.

ANSWER TO QUESTION #1:

Yes.

➤ **QUESTION #2:**

Please clarify what SBBC is referring to regarding providing provider kiosk? What services would this provider kiosk provide?

20) Does your organization have the capabilities of placing/provider kiosk onsite at SBBC administration buildings?
Yes ___No___ If yes, is there any cost?

ANSWER TO QUESTION #2:

SBBC would be looking for a Kiosk types of onsite services to include: Blood Pressure, Weight, BMI, Temperature, etc.

➤ **QUESTION #3:**

Please outline SBBC's expectations as it relates to "participate" in open enrollment and health fairs? Also, if SBBC decides to provide on-site biometric clinics at several locations for your employees, what expectations/duties would the Carrier need to provide or participate in?

4.7.7 If selected as an Awardee, you will need to participate in open enrollment, health fairs, and share in the cost of the materials and supplies for open enrollment. The cost of the materials and supplies will be pro-rated between the Awardee(s) based on enrollment. For the 2016 open enrollment period, there were 20 meetings. The total cost for 2016 open enrollment materials were \$16,667 for all carriers (i.e. medical, dental, vision, etc.).

ANSWER TO QUESTION #3:

OPEN ENROLLMENT MEETINGS

SBBC requests attendance, open enrollment materials and staff to help facilitate, participate and answer questions by SBBC employees, at multiple locations, as needed.

HEALTH FAIRS

SBBC requests attendance, relevant wellness topic materials and staff to help facilitate, participate and answer questions by SBBC employees, at multiple locations throughout the year, as needed.

BIOMETRIC SCREENINGS

SBBC requests attendance of carrier's staff at each biometric location and to help facilitate the scheduling of biometric appointments via the selected biometric company. Additionally, track and upload information from SBBC and the biometric company.

➤ **QUESTION #4:**

The Required Response Form (on page 1 of 37) indicates the due date of the proposal response is February 1, 2017. The reset of the RFP indicates it is due on February 6, 2017. Can you confirm the due date is February 6, 2017?

This Proposal must be submitted to the Procurement & Warehousing Services of The School Board of Broward County, Florida, 7720 W. Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351-6704, on or before 2:00 p.m. ET, February 1, 2017 and plainly marked RFP 18-009V, Group Medical Benefits for School Board Employees. Proposals received after 2:00 p.m. ET on date due will not be considered.

ANSWER TO QUESTION #4:

*The correct due date for the RFP is **February 6, 2017**. See Page 1 of 37 Pages – **REVISED-1** attached to this Addendum.*

➤ **QUESTION #5:**

Can you confirm the completed "B2- Medical Claims Repricing Worksheet" does not need to be printed, and can be put on just CD?

ANSWER TO QUESTION #5:

Yes, can be submitted via CD or Flash Drive. Please ensure that the data remains in a useable Excel format.

➤ **QUESTION #6:**

Can you confirm the completed "C1- Prescription Drug Repricing Worksheet" does not need to be printed, and can be put on just CD?

ANSWER TO QUESTION #6:

Yes, can be submitted via CD or Flash Drive. Please ensure that the data remains in a useable Excel format.

➤ **QUESTION #7:**

Can you please provide further direction on how you would like us to complete attachment B2 "B2- Medical Claims Repricing Worksheet", since there are no blank columns indicated to input data?

ANSWER TO QUESTION #7:

Please indicate if the provider is a network provider or not (separately for HMO and PPO) and then the allowed charge under your current provider agreement (separately for HMO and PPO).

➤ **QUESTION #8:**

Can you please provide further direction on how you would like us to complete Attachment "C1- Prescription Drug Repricing Worksheet", since there are no blank columns indicated to input data?

ANSWER TO QUESTION #8:

Please indicate whether or not the drug is on your formulary and then the allowed amount under the pharmacy pricing that you are proposing.

➤ **QUESTION #9:**

Also, on page 95 of the RFP you indicate C1 “has been split into two separate files (Part 1 and Part 2) due to the size of the files”, but we are in receipt of four separate files (Parts 1, 2, 3, 4). Please confirm if we should be using all four files when quoting and the associated time frame (the files have drop downs for 2015 and 2016 data – please advise what timeframe).

C1 has been split into two separate files (Part 1 and Part 2) due to the size of the files

ANSWER TO QUESTION #9:

*The answer to this question was stated on **Addendum No. 1** downloaded on Demandstar on 12/06/16. Make sure you download and read Addendum No. 1. All four files, Parts 1, 2, 3, and 4, are to be merged into one document. This process is the same for Attachment B2 as well. The size of the documents were too large to download as one file on Demandstar.*

2016 timeframe should be used.

➤ **QUESTION #10:**

Please clarify if SBBC is looking for a separate EAP offering? There are questions in the RFP referencing EAP services & program description; however, there is no place on Exhibit F-Financial Document to include the cost for services.

ANSWER TO QUESTION #10:

SBBC currently has an internal EAP program. SBBC will continue to maintain the internal EAP program, however the preference is for Awardee(s) to be able to coordinate and support the internal EAP program.

➤ **QUESTION #11:**

Please confirm the actual due date of the proposal. We see conflicting dates and want to ensure via this process we have the correct due date.

ANSWER TO QUESTION #11:

See Answer to Question 4 of Addendum No. 2.

➤ **QUESTION #12:**

Regarding the sample SBBC Agreement, is it required to provide confirmation of that contract or provide a sample completed from our organization?

ANSWER TO QUESTION #12:

The Sample Agreement provides the Proposer's with SBBC's standard Agreement language and is not required to be completed at this time.

➤ **QUESTION #13:**

Please confirm if you are seeking a possible slice offering for the medical benefits administrator or will you be selecting one administrator?

ANSWER TO QUESTION #13:

Please refer to Section 2.1, paragraph 7 of the RFP. This will be determined during the evaluation process.

➤ **QUESTION #14:**

Kids Basic and Enhanced Plan Options: Since the Kids only coverage option is a separate plan from the parents, do claim accumulators, data, or any information need to tie back to the Family or the covered employee? If yes, please outline in detail those requirements.

ANSWER TO QUESTION #14:

No.

➤ **QUESTION #15:**

Open Access HMO: Will SBBC consider an Open Access PPO Network solution to replace the current HMO offerings? Open Access PPO will not require PCP selection, nor any referral or gate keeper activities.

ANSWER TO QUESTION #15:

Please refer to Section 2.1, paragraph 6 of the RFP. Currently SBBC has an Open Access HMO, which does not require PCP selection, nor any referral or gate-keeper activities. SBBC's preference is to maintain its current plan designs, which are subject to labor negotiations.

➤ **QUESTION #16:**

PCP Requirements: Please outline all administrative requirements of the proposer with respect to the use of a PCP.

ANSWER TO QUESTION #16:

Effective January 1, 2017; none of the SBBC's plan options will require a PCP selection.

➤ **QUESTION #17:**

Possible direct contracting/shared savings: Does SBBC currently have any direct contracting or shared savings arrangements with any Facility or Provider? If YES, please provide a listing and any details regarding those direct arrangements.

ANSWER TO QUESTION #17:

No, under the current Agreement, SBBC members are not utilizing any facilities or providers with shared savings arrangements.

➤ **QUESTION #18:**

SBBC data transfer specification: Please outline all data transfer specifications required, including layouts and detailed information needed to be transferred.

ANSWER TO QUESTION #18:

- *Two (2) SBBC electronic files are sent: The Weekly New-hire file and the Open Enrollment file. The weekly New-hire file is placed on vendors secure server using a SFTP login. It is placed on the server every Monday.*
- *The Open Enrollment File is sent in November and the District places it on the vendors secure server using a SFTP login.*
- *Payments are transmitted via ACH, generally the last week of each month.*
- *See **Attachment W** of this Addendum.*

➤ **QUESTION #19:**

Page 12 – Sections 4.7.18 & 4.7.19. These seem to be duplicates, should these questions be removed or answered?

ANSWER TO QUESTION #19:

*Section 4.7.18 refers to the review and approval process of all communication materials.
Section 4.7.19 refers to the mailing of ID cards, etc.*

➤ **QUESTION #20:**

The CPT request does not mention any area such as 3-digit zip or county to run the analysis off of. In reviewing the requests for reports in the questionnaire, they all reference Broward, Miami-Dade, and Palm Beach County. Please confirm how you want the analysis reported.

ANSWER TO QUESTION #20:

Please provide them separately for Miami-Dade, Broward, and Palm Beach County. If your schedules are tied to 3-digit zip codes rather than counties, provide them for zip codes 330, 331, 333, and 334.

➤ **QUESTION #21:**

In regards to the GeoAccess request in the questionnaire, they only specify Attachment F. Should these reports be run off of the working or the all eligible census?

ANSWER TO QUESTION #21:

*Reports should be run off of all eligible census data. Refer to **Attachment F** of the RFP.*

➤ **QUESTION #22:**

For Attachment C, C1_Prescription Drug Repricing Worksheet, RFP indicates that the files have been split into Part 1 and 2 due to size of file. However we have also received Part 3 and 4 as well.

ANSWER TO QUESTION #22:

See Answer to Question 9 of Addendum No. 2.

➤ **QUESTION #23:**

Need to confirm, are we to include Parts 1, 2, 3 and 4 in the Prescription Drug Repricing Analysis?

ANSWER TO QUESTION #23:

Yes.

➤ **QUESTION #24:**

Are we to run a GeoAccess Report for pharmacies? If so, please provide access standards and requirements?

ANSWER TO QUESTION #24:

No.

➤ **QUESTION #25:**

If GeoAccess Reports are to be provided, are we to run two separate files for Adults & Kids Actives AND Cobra, Retirees and overage Dependents – or Combine file together?

ANSWER TO QUESTION #25:

See Answer to Question 24 of Addendum No. 2.

➤ **QUESTION #26:**

For the Medicare Retirees: Please provide an updated Excel retiree census including a Medicare indicator (including pre-65 Medicare disabled's) that also includes member date of birth, 5 digit home zip, plan election, spouse date of birth, spouse plan election

ANSWER TO QUESTION #26:

This data is currently included in the overall experience and is not broken out separately.

➤ **QUESTION #27:**

For the Medicare Retirees: Most recent 24 months of medical claims experience (on a monthly basis) for Medicare retirees - 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 #27:

This data is currently included in the overall experience and is not broken out separately.

➤ **QUESTION #28:**

For the Medicare Retirees: Most recent 24 months of prescription drug claim experience (on a monthly basis) for Medicare retirees – 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 #28:

This data is currently included in the overall experience and is not broken out separately.

➤ **QUESTION #29:**

For the Medicare Retirees: Current value of the Retiree Drug Subsidy (RDS) subsidy amounts on a PMPM basis

ANSWER TO QUESTION #29:

The most recent year for which the RDS payment has been finalized is 2014. The Board received a payment of approximately \$67,000 with 127 members who were eligible at some point during the year. The average membership was 115 members.

➤ **QUESTION #30:**

For the Medicare Retirees: Employer Contribution – Current and proposed (if strategy is changing)

ANSWER TO QUESTION #30:

SBBC does not provide and employer contributions.

➤ **QUESTION #31:**

For the Medicare Retirees: Detailed summary of current and proposed medical and pharmacy benefits

ANSWER TO QUESTION #31:

Currently, Medicare Retirees have access to SBBC's medical plans, as outlined in Attachment D1 of the RFP. Please also refer to Section 2.1, paragraph 6.

➤ **QUESTION #32:**

For the Medicare Retirees: Confirmation of the current Medicare Coordination of Benefits methodology- Come out whole (COB), Non-Duplication (carve out), Government Exclusion (Medicare Exclusion). Please see attached "Medicare Coordination claim examples" for assistance in providing your response.

ANSWER TO QUESTION #32:

100% allowable (Come out whole (COB))

➤ **QUESTION #33:**

For the Medicare Retirees: Current medical and pharmacy equivalent rates and renewal rates if available

ANSWER TO QUESTION #33:

Refer to **Attachment U** of this Addendum.

➤ **QUESTION #34:**

Is the School Board maintaining its own eligibility and providing the effective date that coverage will be effective? If not, date of hire is missing on the enrollment form.

ANSWER TO QUESTION #34:

Yes.

➤ **QUESTION #35:**

Can you clarify 'National Enrollment' – is that products offered outside of the state of Florida?

ANSWER TO QUESTION #35:

Yes.

➤ **QUESTION #36:**

Can you clarify if IFP should be included in Commercial Enrollment or Other Enrollment?

ANSWER TO QUESTION #36:

Other Enrollment

➤ **QUESTION #37:**

Can you clarify YTD 1/1/2017 – what is the time period that should be included (through November 2017)?

ANSWER TO QUESTION #37:

Through February 1, 2017

➤ **QUESTION #38:**

Can you clarify if ASO should be included in Commercial Enrollment?

ANSWER TO QUESTION #38:

Yes.

➤ **QUESTION #39:**

Can you clarify if enrollment should be reported in members (member months) or number of contracts?

ANSWER TO QUESTION #39:

Please report in Members.

➤ **QUESTION #40:**

Attachment H SBBC Adult Summary: Consumer Driven Plan lists a Benefit Allowance of \$500 on page 13. Please provide example of how this Benefit Allowance should work.

ANSWER TO QUESTION #40:

Covers applicable charges at 100% up to \$500.00 prior to the member having to meet any deductible or out of pocket expense. After \$500.00 limit met, expenses are covered at plan rate.

➤ **QUESTION #41:**

Amongst how many carriers will the total cost of EAP (\$960,000) be billed?

ANSWER TO QUESTION #41:

Please refer to Section 4.2.6 and Section 2.1, paragraph 7 of the RFP. This will be determined during the evaluation process.

➤ **QUESTION #42:**

Confirming the School Board needs (4) full-time onsite employees from the medical carrier?

ANSWER TO QUESTION #42:

Yes, four (4) under the integrated model. Three (3) under the non-integrated model.

➤ **QUESTION #43:**

Please further explain section 4.7.3 regarding direct billing for FRS.

ANSWER TO QUESTION #43:

Currently, this process is coordinated between SBBC's Medical Carrier and FRS.

➤ **QUESTION #44:**

Confirm this RFP is for total replacement and not multiple carriers for medical.

ANSWER TO QUESTION #44:

Please refer to Section 2.1, paragraph 7.

➤ **QUESTION #45:**

Section 4.7.10 - School Board wants notification for acknowledgment of receipt of initial email?

ANSWER TO QUESTION #45:

Reference to Section 4.7.10 speaks to dedicated Carrier Staff; therefore, we do not understand the question noted above.

➤ **QUESTION #46:**

Does the School Board currently offer any supplement or Medicare Advantage plan or Employer Group Waiver plan now? If so, please provide detail.

ANSWER TO QUESTION #46:

No.

➤ **QUESTION #47:**

Revised Page 35 of 37, Per Addendum 1, the top two bullets should be letters "d" and "e", not "a" and "b" to be in line with the information on the previous page. Is it agreeable to SBBC if the vendor makes this change?

ANSWER TO QUESTION #47:

The correction of the two bullet letters have been changed. See Page 35 of 37 Pages – REVISED-1- attached to this Addendum.

➤ **QUESTION #48:**

We were unable to download **Attachment F** - Census Data - Cobra, Retirees, and Overage Dep. We received the following error message "Windows can't open this file". Please supply a new file.

ANSWER TO QUESTION #48:

*There are times when internet explorer may not download a file correctly. Please try Google Chrome to see if that helps. Also, check to see if you are using the latest Microsoft Excel program. If there still is a problem, check with your IT person or contact Mr. High through email at charles.high@browardschools.com. The only problem that has happened is there is a password protect issued for this file. If this is the problem, then use passcode: **sbbc2017** (No Caps).*

➤ **QUESTION #49:**

1.0 Required Response Form states the RFP deadline is February 1, 2017 however 3.0 Calendar states February 6. Please confirm the deadline is February 6. If so, is it agreeable to SBBC if the vendor makes this change on 1.0?

ANSWER TO QUESTION #49:

*The correct due date for the RFP is **February 6, 2017**. See Page 1 of 37 Pages – **REVISED-1** attached to this Addendum.*

➤ **QUESTION #50:**

Medical & Pharmacy, 4.7.19 regarding I.D. Cards is a duplicate to 4.7.17.

ANSWER TO QUESTION #50:

Confirmed. No correction will be made. Answer each item stated in Section 4.7

➤ **QUESTION #51:**

What is the rest of the following item: Medical & Pharmacy, 4.7.40 - Facilitate appeals, including compliance with PPACA's external review process and use of Independent Review Or

ANSWER TO QUESTION #51:

4.7.40 should read, "Facilitate appeals, including compliance with PPACA's external review process and use of Independent Review."

➤ **QUESTION #52:**

Although not mentioned in Section 4.0 Information to be Included in the Submitted Proposals, please confirm it is agreeable to SBBC to add an additional section "Other Required Documents" at the end for items such as Attachment B1- CPT Code Worksheet, Attachment C3- Formulary Disruption Worksheet, etc.

ANSWER TO QUESTION #52:

Complete each Attachment and label each within your Proposal, which identifies where each completed Attachment is located.

➤ **QUESTION #53:**

Attachment A-1 #54- GeoAccess: directs us to use **Attachment F** for the census file however "**Attachment F** - Census Data - Adult and Kids Active Data" has multiple worksheets.

Do you want us to merge the 2 sheets or only use Medical?

There is also "**Attachment F** - Census Data - Cobra, Retirees, Overage Dep" but Windows can't open this file, so we are unable to download. Did you want us to also include this in the Geo? If so, please supply a file & would we need to add it to the other census file.

ANSWER TO QUESTION #53:

Refer to answers to Question 48

Yes we want you to include all census files in running the GeoAccess. This function is for the Medical only.

➤ **QUESTION #54:**

Attachment A-1 #57 references Attachment T as Top Utilized Physicians. Please confirm you meant Attachment S and that SBBC is agreeable to the vendor editing this question

ANSWER TO QUESTION #54:

Yes, it should be Attachment "S". The question will be corrected and released via this Addendum.

➤ **QUESTION #55:**

In Attachment A-1 #193 the question states SBBC requires data from 2012, 2013 & 2014 however the chart states 2014, 2015 & 2016. Please confirm you would like 2014-2016 data.

ANSWER TO QUESTION #55:

Confirmed.

➤ **QUESTION #56:**

For **Attachment S**- Top Utilized Physicians/Providers Disruption Worksheet please supply Tax ID, NPI, full street address including city state zip, and specialty for all worksheets.

ANSWER TO QUESTION #56:

This information is not available.

➤ **QUESTION #57:**

Please confirm proposal due date. The Required Response Form states February 1, 2017 whereas all other mentions throughout the RFP state February 6, 2017.

ANSWER TO QUESTION #57:

*The correct due date for the RFP is **February 6, 2017**. See Page 1 of 37 Pages – **REVISED-1** attached to this Addendum.*

➤ **QUESTION #58:**

Attachment F - Census Data - Adult and Kids Active Data is password protected. Please provide a password to obtain data or version that is not password protected.

ANSWER TO QUESTION #58:

Please refer to Addendum 1.

➤ **QUESTION #59:**

Please provide the approximate anticipated costs for the annual Rx reviews and annual audits.

ANSWER TO QUESTION #59:

The cost will vary, based on the Scope of Services of the audit. This will be determined at the time of such audit.

➤ **QUESTION #60:**

Is the School Board of Broward County willing to review an offer for an exclusionary formulary (a formulary in which some products are not covered in exchange for more aggressive rebate guarantees)?

ANSWER TO QUESTION #60:

All Proposals received that meet minimum eligibility will be evaluated by the Superintendent's Insurance & Wellness Advisory Committee.

➤ **QUESTION #61:**

Is it correct to assume that the School Board would like claims dispensed at mail with a DAW Code of "5" to be included in the generic discount guarantees, given that these are products dispensed in lieu of generic products but generally acquired for generic-like pricing (i.e. brands dispensed as generics)?

ANSWER TO QUESTION #61:

Yes the DAW 5 needs to be included in the generic guarantees. This should be an all in guarantee type offer.

➤ **QUESTION #62:**

Is the School Board of Broward County flexible with the Information provided in Section 4.0, Stand-Alone Pharmacy model table requirements?

ANSWER TO QUESTION #62:

If this question is in reference to Section 4.7, each Proposer has the option to Comply, Comply with Deviations, or Cannot Comply. All responses will be reviewed and scored during the evaluation process.

➤ **QUESTION #63:**

Section 4.2.6 (Stand-Alone Pharmacy model) references 'prorated between Awardees (s)'. Can more than one PBM be awarded the stand-alone pharmacy model? If yes, will the amount be divided equally between the Awardees?

ANSWER TO QUESTION #63:

Please refer to Section 2.1, paragraph 7 and Section 4.2.6 in the RFP.

QUESTION #64:

In relation to 4.7.2 (Stand-Alone Pharmacy model), please provide a sample of SBBC's self-billing statement that will be submitted to PBM under a stand-alone award for bidder to review.

ANSWER TO QUESTION #64:

*Please refer to **Attachment V** of this Addendum.*

➤ **QUESTION #65:**

In relation to 4.7.2 (Stand-Alone Pharmacy model), PBM administrative service fees, which would be self-billed by SBBC, are due monthly. Is this acceptable under a stand-alone pharmacy arrangement?

ANSWER TO QUESTION #65:

SBBC will continue to self-bill and will remit Administrative Service Fees on a monthly basis.

➤ **QUESTION #66:**

In relation to 4.7.2 (Stand-Alone Pharmacy model), PBM invoices for amounts due to pharmacy for prescription claim reimbursement five times per month, bi-weekly or two times a month to ensure prompt payment pharmacy contract requirements are met. Please confirm this is acceptable to SBBC. If it is not, please provide the payment cycles in which SBBC is able to submit for pharmacy claims payment.

ANSWER TO QUESTION #66:

Currently SBBC's process is to reimburse claims on a weekly basis.

➤ **QUESTION #67:**

In relation to 4.7.7 (Stand-Alone Pharmacy model), please provide the estimated number of enrollment or health fairs expected for 2018 open enrollment.

ANSWER TO QUESTION #67:

*Please refer to Section 4.7.7 located in the Stand-alone Pharmacy model, **not the Integrated Model**.*

➤ **QUESTION #68:**

In relation to 4.7.7 (Stand-Alone Pharmacy model), please provide details regarding the materials referenced in this section. Are these materials specific to PBM or specific to Medical and PBM? If a standalone pharmacy contract is awarded, is the awarded PBM required pay for costs of materials not related to the pharmacy benefit?

ANSWER TO QUESTION #68:

*Please refer to Section 4.7.7 located in the Stand-alone Pharmacy model, **not the Integrated Model**.*

➤ **QUESTION #69:**

In relation to 4.7.8 (Stand-Alone Pharmacy model), please provide the requirements and details of the SBBC data transfer specifications for standalone PBM.

ANSWER TO QUESTION #69:

- *Two (2) SBBC electronic files are sent: The Weekly New-hire file and the Open Enrollment file. The weekly New-hire file is placed on vendor's secure server using a SFTP login. It is placed on the server every Monday.*
- *The Open Enrollment File is sent in November and the District places it on the vendor's secure server using a SFTP login.*
- *Payments are transmitted via ACH, generally the last week of each month.*

See Attachment W of this Addendum.

➤ **QUESTION #70:**

Proposer understands the direction in RFP sections 7.33 and 7.42 regarding the marking of information claimed to be information exempted from disclosure under Florida Statutes Chapter 119. Bidder consistently claims and defends certain minimum financial guarantee information as containing trade secret information and therefore exempt from disclosure under Chapter 119. We have identified similar information contained within Attachment H to the RFP, which has not been redacted. Can the Schools please confirm that it will not reject a bidder's designations of certain minimum financial performance guarantee information so long as the bidder can articulate a reasonable basis for exempting such information from disclosure under Chapter 119 in accordance with the RFP instructions and such bidder is willing to defend such claim?

ANSWER TO QUESTION #70:

Please refer to Section 7.33 in Addendum 1. Section 7.42 was deleted per Addendum 1.

➤ **QUESTION #71:**

Some files posted on Onvia require a password. Can you please provide the password(s) for any password protected files?

ANSWER TO QUESTION #71:

Refer to Addendum #1 for this information.

➤ **QUESTION #72:**

4.2.7 (Stand-Alone Pharmacy model) states: "Proposers must provide onsite staffing, from the Awardee(s) to be located 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. Awardee(s) must maintain at least one (1) full-time onsite employees, at all times, at SBBC Benefits Department."

- a. Does the current provider have a full time onsite employee supporting pharmacy questions?
- b. How much time during a work day does the onsite person handle pharmacy questions?
- c. Please explain the services that this person provides
- d. Please provide examples of services that would not be able to be provided by account support that was not located on site at SBBC
- e. Will a proposer for a Stand-Alone Pharmacy model be disqualified if a proposer does not provide a full time onsite employee at SBBC?

ANSWER TO QUESTION #72:

- a. *Currently, SBBC has an integrated model; On-site representatives respond to all medical pharmacy questions.*
- b. *SBBC does not track this information. Currently SBBC has an integrated model. On-site personnel are responsible to responding all medical claims inquiries.*
- c. *Medical claims, data inquiries, face-to-face meetings with walk-ins, etc.*
- d. *Face-to-Face meetings.*
- e. *Yes.*

➤ **QUESTION #73:**

SBBC has many schools as part of its system. Will the implementation and ongoing account management be handled by one SBBC team or will the pharmacy benefits provider need to work with multiple teams at multiple schools?

ANSWER TO QUESTION #73:

Implementation and ongoing account management will be handled by one SBBC team.

➤ **QUESTION #74:**

4.7.4 (Stand-Alone Pharmacy model) states: "Provide a dedicated Account Manager who will have the overall responsibility for managing SBBC's relationship". Please confirm it is acceptable for the pharmacy benefits account manager to be committed to high level of service performance to SBBC and may also service other accounts (not 100% dedicated to SBBC).

ANSWER TO QUESTION #74:

SBBC's preference is to work with one Account Manager. It is understood that the Account Manager will also service other accounts.

REQUEST FOR PROPOSALS (RFP)
1.0 REQUIRED RESPONSE FORM

RELEASE DATE: December 2, 2016

TITLE: GROUP MEDICAL BENEFITS FOR SCHOOL BOARD EMPLOYEES

This Proposal must be submitted to the **Procurement & Warehousing Services of The School Board of Broward County, Florida, 7720 W. Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351-6704, on or before 2:00 p.m. ET, February 6, 2017** and plainly marked **RFP 18-009V, Group Medical Benefits for School Board Employees**. Proposals received after 2:00 p.m. ET on date due will not be considered.

One complete, original hard-copy Proposal (clearly marked as such), and **two complete, original electronic versions** (all clearly marked as "original") will constitute the original governing documents. The **two electronic versions in Microsoft Word 6.0 or higher on CD/diskette or thumb drive and 25 bound copies** (which must be identical to the original Proposal, **including any supplemental information/marketing materials**), of the RFP Proposal, including this **REQUIRED RESPONSE FORM** (Page 1 of RFP 18-009V), must be fully executed and returned on or before 2:00 p.m. ET on date due to the Procurement & Warehousing Services in accordance with the submittal requirements. In the case of any discrepancy between the original Proposal and the copies, the original Proposal will be the governing document. Proposal must contain all information required to be included in the Proposal as described herein. Completed Proposals must be submitted in a sealed envelope (package, box, etc.) with the RFP number and name clearly typed or written on the front.

PROPOSER INFORMATION

PROPOSER'S (COMPANY) NAME: _____

STREET ADDRESS: _____

CITY, STATE AND ZIP CODE: _____

PROPOSER TELEPHONE: _____ PROPOSER FAX: _____

PROPOSER TOLL FREE: _____

CONTACT PERSON: _____

CONTACT PERSON'S ADDRESS: _____

CONTACT PERSON'S EMAIL ADDRESS: _____

CONTACT TELEPHONE: _____ FAX: _____ TOLLFREE: _____

E-MAIL ADDRESS TO SEND PURCHASE ORDERS TO: _____

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 GG 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 record 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 all pages in this Request for Proposals (RFP), 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).

7.0 GENERAL CONDITIONS

- e) 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.
- f) Senior-level employees (Salary Band C/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.

7.32 **CONFIDENTIAL RECORDS:** The Awardee 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 valid consent is obtained from the 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.

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

7.33 **PUBLIC INSPECTION OF PROPOSALS:** Pursuant to Section 119.071 (1)(b), Florida Statutes, responses received as a result of this RFP shall be exempt from public inspection and copying until thirty (30) days after the opening of the proposals or until posting of the recommendation for intended award, whichever is earlier. If SBBC rejects all proposals and concurrently provides notice of its intent to reissue the competitive solicitation, the rejected proposals shall remain exempt from public inspection and copying until such time as SBBC posts notice of an intended decision concerning the reissued competitive solicitation or until SBBC withdraws the reissued competitive solicitation.

If a Proposer contends that any portion of its response to the RFP is confidential and exempt from public inspection and copying, it is the Proposer's responsibility to clearly label each such portion of its proposal as confidential and specify the applicable statutory exemption from public inspection and copying on such portion(s) of its proposal. Confidential or exempt portions of any proposal must also be submitted in a separate sealed envelope and marked as such. A failure by the Proposer to prepare and label the confidential or exempt portions of its proposal in the manner specified in this section of the RFP shall constitute a waiver by Proposer of any applicable exemptions from disclosure or any confidential status including ones that may be applicable to trade secrets under Florida law.

SBBC will promptly provide a Proposer's contact person with written notice if a public records request has been made for any portions of Proposer's response to the RFP. SBBC will provide for the inspection or copying any non-exempt portions of any proposal in its possession in accordance with applicable law. If a Proposer wishes to preclude the inspection or copying of any non-exempt portions of its response to the RFP or if a dispute exists as to whether such portions are entitled to an exemption, the Proposer must obtain a protective order from a court of competent jurisdiction prohibiting the inspection or copying of the requested materials. The failure to timely initiate such legal proceedings shall constitute a waiver by the Proposer of any applicable exemption or confidential status of the requested materials. By submitting a response to this RFP, the Proposer agrees to waive any cause of action or claim for damages it may have against SBBC for its release of records in response to a public records other than those that are prepared and labeled as confidential or exempt as described in this section. The Proposer agrees to hold SBBC harmless from any award to a plaintiff for damages, costs or attorney's fees based upon SBBC's non-disclosure of portions of Proposer's response that have been prepared and labeled as confidential or exempt from public inspection and further agrees to reimburse SBBC for any attorney's fees and costs it may incur in the defense of such non-disclosure.

Medical Questionnaire

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	CD*	HMO	CD*	HMO	CD*	HMO	CD*
Broward								
Miami-Dade								
Palm Beach								

* CD = Consumer Driven

55. Do you have any arrangements or capabilities in place today, with provider(s) to have work onsite visits performed by physicians or nurse practitioners? Yes___ No___ If yes, what type of services can be performed at SBBC locations.
56. Provide an electronic copy (on a diskette or CD, in a usable Excel format) of your most up-to-date provider 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.
57. Complete and attach **Attachment S** Top Utilized Physicians/Providers (in a useable Excel format) for the top utilized providers. Have you completed Attachment T? Yes___ No___
58. Have there been any changes to your South Florida (Broward, Miami-Dade and Palm Beach Counties) hospital network in 2014, 2015, or 2016? Yes ___ No ___ If Yes, explain.
59. 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 and nationally?
60. 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.
61. Provide a list of PCPs and Specialists in South Florida (Broward, Miami-Dade and Palm Beach) that are closed to new members.
62. Indicate your contract status for your top 10 hospital providers (by number of admissions) as well as your top 10 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				

Medical Questionnaire

2015	Days/1000 members		ALOS In-Network		Cost per day In-Network		ALOS TOTAL		Cost per day TOTAL	
	HMO	CD	HMO	CD	HMO	CD	HMO	CD	HMO	CD
Medical/Surgical										
Maternity										
Neonatal										
Intensive Care										
CCU/PCU										
Total										

2014	Days/1000 members		ALOS In-Network		Cost per day In-Network		ALOS TOTAL		Cost per day TOTAL	
	HMO	CD	HMO	CD	HMO	CD	HMO	CD	HMO	CD
Medical/Surgical										
Maternity										
Neonatal										
Intensive Care										
CCU/PCU										
Total										

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

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

192. Describe your medical protocols to determine:

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

193. Provide the total number of encounters, for South Florida (Broward, Miami-Dade and Palm Beach Counties), for Behavioral Health and Substance Abuse services in 2014, 2015, and 2016. Complete tables below.

Outpatient-Visits/1,000 Members						
	2014 Visits/1,000	2014 Average Cost Per Visit	2015 Visits/1,000	2015 Average Cost Per Visit	2016 Visits/1,000	2016 Average Cost Per Visit
Psychiatric						
PHD						
MD						
MS						
RN						

TABLE OF CONTENTS

	<u>Page</u>
Proposer's Submittal Checklist	i - iii
1.0 Required Response Form.....	1
2.0 Introduction and General Information	2
3.0 Calendar	5
4.0 Information to be Included in the Submitted Proposals	6
5.0 Evaluation of Proposals	19
6.0 Special Conditions.....	21
7.0 General Conditions	23
Attachment A – Questionnaires	
A1 –Medical Questionnaire (includes wellness and disease management questions)	
A2 – Pharmacy Benefit Management Questionnaire (integrated and stand-alone Proposers are to complete)	
Attachment B – CPT Codes and Medical Claims Repricing Worksheet	
B1 – CPT Code Worksheet	
B2 – Medical Claims Repricing Worksheet	
Attachment C – Prescription Drug Repricing Worksheet and Generics	
C1 – Prescription Drug Repricing Worksheet	
C2 – Generics (\$3 Generic List)	
C3 – Formulary Disruption Worksheet (Current Formulary Tiers)	
C4 – Current Pharmacy Program	
C5 – Top Drugs Repricing	
C6 – MAC List Outline	
C7 – Specialty Drug List Sample	
Attachment D – Plan Designs	
D1— Current Plan Designs	
D2 – Sample Alternative High Deductible Plan Design	
Attachment E – Financial Response Forms	
Attachment F – Census Data (Includes Active Employees and Retirees)	
Attachment G – Claims Experience, Lag Report and Large Claims Data	
Attachment H – Summary Plan Description and Current Aetna/Coventry SBBC Agreements	
Attachment I – Sample SBBC Agreement	
Attachment J – ACH Payment Agreement Form	
Attachment K – SBBC HIPAA Business Associate Sample Agreement	
Attachment L – SBBC Enrollment Form	
Attachment M – M/WBE	
M1 – M/WBE Utilization Report	
M2 – Employment Diversity Statistics	
M3 – M/WBE Participation	
M4 – SBBC Diversity Policy 1.5 and Supplier Diversity and Outreach Policy 7007	
M5 – M/WBE Vendor List	
Attachment N – Domestic Partners Information	
Attachment O – Disclosure of Potential Conflict of Interest and Conflicting Employment or Contractual Relationship	
Attachment P – W-9 Form	
Attachment Q – Drug-Free Workplace Form	
Attachment R – Performance Standards/Guarantees Worksheet	
Attachment S – Top Utilized Physicians/Providers (including TINs) Disruption Worksheet	
Attachment T – Statement of “No Response	
Attachment U – Retiree Monthly Health Rates	
Attachment V – Sample Self-Billing Statement	
Attachment W – New Hire Provider Record – As of 9/18/15	



RETIREE MONTHLY HEALTH RATES OPEN ENROLLMENT

JANUARY 1, 2017

<u>AETNA</u>	<u>RETIREE PAYS</u>
<u>PREMIER HMO</u>	
Employee Only	\$ 577.92
+ One Dependent	1,219.39
+ Family	1,704.84
<u>PREMIER PLUS HMO</u>	
Employee Only	\$ 633.26
+ One Dependent	1,336.15
+ Family	1,868.77
<u>CONSUMER DRIVEN</u>	
Employee Only	\$ 639.74
+ One Dependent	1,347.84
+ Family	1,876.52

AETNA KIDS' PLANS			
<u>BASIC PLAN</u>		<u>ENHANCED PLAN</u>	
(0 – 4)		(0 – 4)	
One Child	\$ 465.65	One Child	\$ 791.62
Two Children	931.31	Two Children	1,583.23
Three or more Children	1,396.96	Three or more Children	2,374.85
(5 –26)		(5 –26)	
One Child	\$ 202.46	One Child	\$ 344.17
Two Children	404.92	Two Children	688.34
Three or more Children	607.38	Three or more Children	1,032.51

SBBC-BENEFITS

SAMPLE SELF-BILLING STATEMENT

DECEMBER 2016

<u>CATEGORIES</u>	<u>ENROLLMENT</u>	<u>COST</u>	<u>TOTAL</u>
SBBC ACTIVE HEALTH	24,715	\$ 27.00	\$ 667,305.00
SBBC RAP Retirees	12	\$ 27.00	\$ 324.00
SBBC HEALTH Debits/Credits	(55)	\$ 27.00	\$ (1,485.00)
SBBC HEALTH DR/CR 2015	3	\$ 27.00	\$ 81.00
SBBC HEALTH DR/CR 2014	-	\$ 27.00	\$ -
SBBC HEALTH DR/CR 2013	-	\$ 32.84	\$ -
SBBC HEALTH FMLA	43	\$ 27.00	\$ 1,161.00
SBBC HEALTH WC	27	\$ 27.00	\$ 729.00
SBBC HEALTH Pay-Direct	38	\$ 27.00	\$ 1,026.00
SBBC ACTIVE KIDS	2,289	\$ 27.00	\$ 61,803.00
SBBC KIDS Debits/Credits	-	\$ 27.00	\$ -
SBBC KIDS DR/CR 2015	-	\$ 27.00	\$ -
SBBC KIDS DR/CR 2014	-	\$ 27.00	\$ -
SBBC KIDS DR/CR 2013	-	\$ 32.84	\$ -
SBBC KIDS DR/CR ADJ.	-	-	\$ -
SBBC KIDS Pay-Direct	40	\$ 27.00	\$ 1,080.00
FRS ENROLLMENT	624	\$ 27.00	\$ 16,848.00
COVENTRY PAY DIRECTS	363	\$ 27.00	\$ 9,801.00
COBRA ENROLLMENT	106	\$ 27.00	\$ 2,862.00
<u>TOTAL-12/2016</u>	<u>28,205</u>		<u>\$ 761,535.00</u>

New Hire Provider Record - As of 09-18-15

Field Name	Forma Description/Valid Values
Record Type	x(01) E=Employee/D=Dependent
Employee SSN	x(09) Employee SSN
Last Name	x(20) Insured Employee/Dependent Last Name
First Name	x(20) Insured Employee/Dependent First Name
SSN	x(09) Insured Employee/Dependent SSN
Relationship	x(02) 1=spouse, 13=domestic partner, 14=domestic partner child, 15=registered partner, 2=child, 24=grandchild, 5=guardian, 6=stepchild.
Benefit Plan	x(04) K001=Aetna Kids Basic age 0-4, K002=Aetna Kids Enhanced age 0-4, K003=Aetna Kids Basic age 5-26, K004=Aetna Kids Enhanced age 5-26, H004=Aetna HMO, H006=Aetna Consumer Driven, D002=MetLife Dental, D004=SafeGuard Dental, D001=CompBenefits Dental DHMO, D005=CompBenefits Dental PPO, VISP=CompBenefitsVision, VISS=Solstice Vision
Benefit Option	x(04) OPT1=Low Option, OPT2=High Option
Address Line 1	x(30)
Address Line 2	x(30)
City	x(25)
State	x(02)
Zip Code	x(10)
Birth Date	x(08) yyyyymmdd
Gender	x(01) 1=male; 2=female
Filler	x(20) Blank
Filler	x(01) Blank
Coverage Code	x(04) EE=Employee Only, EE+1=Employee + 1 Dep, EE+D=Dual Spouse, EE+F=Employee + Family, 1KID=Kids Plan-1 Child, 2KID=Kids Plan-2 Children, 3KID = Kids Plan-3+Children
Disability Indicator	x(01) X=Disabled Dependent
Insurance Effective Date	x(08) yyyyymmdd



THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

7720 WEST OAKLAND PARK BOULEVARD, SUITE 323, SUNRISE, FLORIDA 33351 • TEL 754-321-0501 • FAX 754-321-0936

PROCUREMENT & WAREHOUSING SERVICES
MARY C. COKER, DIRECTOR

www.browardschools.com

SCHOOL BOARD

ABBY M. FREEDMAN, *Chair*
NORA RUPERT, *Vice Chair*

ROBIN BARTLEMAN
HEATHER P.
BRINKWORTH
DONNA P. KORN
PATRICIA GOOD,
LAURIE RICH LEVINSON
ANN MURRAY
NORA RUPERT
DR. ROSALIND OSGOOD

ROBERT W. RUNCIE
Superintendent of Schools

December 6, 2016

ADDENDUM NO. 1 RFP 18-009V

GROUP MEDICAL BENEFITS FOR SCHOOL BOARD EMPLOYEES

TO ALL PROPOSERS:

Amend the above referenced RFP in the following particulars only:

1. Due to the size of the digital files (Attachments B2 and C1), these files were downloaded after the release of this RFP and are placed as attachments in the "Addendum" file area on Demandstar. These files can be formatted into one file. For example, Attachments B2 - Part 2, Part 3 and Part 4 can be merged into Attachment B2, Part 1 to make one complete document. This is the same procedure for Attachment C1.
2. **Attachment F** – Census Data – Adult and Kids Active Data has a password protect. To unprotect the file here is the passcode: sbbc2017 (no caps)
3. **DELETE:** Page 1 of 37 Pages (*) **INSERT:** Page 1 of 37 Pages – **REVISED** -
As a reminder, within the Fillable Word Document which is a separate attachment on Demandstar, you will need to replace Page 1 of 37 Pages with the **REVISED** fillable word document as stated above.

DELETE: Page 35 of 37 Pages	INSERT: Page 35 of 37 Pages – REVISED –
DELETE: Page 37 of 37 Pages	INSERT: Page 37 of 37 Pages – REVISED -
DELETE: Page 4 of 37 Pages	INSERT: Page 4 of 37 Pages - REVISED -
DELETE: Page 33 of 37 Pages	INSERT: Page 33 of 37 Pages – REVISED –

(*) Return "REVISED" page with your submitted proposal.

By virtue of signing the "Required Response Form", Page 1 of RFP No. 18-009V, Proposer certifies acceptance of this Addendum.

Sincerely,

Charles V. High Digitally Signed

Charles V. High, C.P.M., A.P.P., MBA
Purchasing Agent IV

REQUEST FOR PROPOSALS (RFP)
1.0 REQUIRED RESPONSE FORM

RELEASE DATE: December 2, 2016

TITLE: GROUP MEDICAL BENEFITS FOR SCHOOL BOARD EMPLOYEES

This Proposal must be submitted to the **Procurement & Warehousing Services of The School Board of Broward County, Florida, 7720 W. Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351-6704, on or before 2:00 p.m. ET, February 1, 2017** and plainly marked **RFP 18-009V, Group Medical Benefits for School Board Employees**. Proposals received after 2:00 p.m. ET on date due will not be considered.

One complete, original hard-copy Proposal (clearly marked as such), and **two complete, original electronic versions** (all clearly marked as "original") will constitute the original governing documents. The **two electronic versions in Microsoft Word 6.0 or higher on CD/diskette or thumb drive and 25 bound copies** (which must be identical to the original Proposal, **including any supplemental information/marketing materials**), of the RFP Proposal, including this **REQUIRED RESPONSE FORM** (Page 1 of RFP 18-009V), must be fully executed and returned on or before 2:00 p.m. ET on date due to the Procurement & Warehousing Services in accordance with the submittal requirements. In the case of any discrepancy between the original Proposal and the copies, the original Proposal will be the governing document. Proposal must contain all information required to be included in the Proposal as described herein. Completed Proposals must be submitted in a sealed envelope (package, box, etc.) with the RFP number and name clearly typed or written on the front.

PROPOSER INFORMATION

PROPOSER'S (COMPANY) NAME: _____

STREET ADDRESS: _____

CITY, STATE AND ZIP CODE: _____

PROPOSER TELEPHONE: _____ PROPOSER FAX: _____

PROPOSER TOLL FREE: _____

CONTACT PERSON: _____

CONTACT PERSON'S ADDRESS: _____

CONTACT PERSON'S EMAIL ADDRESS: _____

CONTACT TELEPHONE: _____ FAX: _____ TOLLFREE: _____

E-MAIL ADDRESS TO SEND PURCHASE ORDERS TO: _____

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 GG 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 record 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 all pages in this Request for Proposals (RFP), 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).

RFP 18-009V

Page 1 of 37 Pages – REVISED -

7.0 GENERAL CONDITIONS

- a) 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.
- b) Senior-level employees (Salary Band C/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.

7.32 **CONFIDENTIAL RECORDS:** The Awardee 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 valid consent is obtained from the 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.

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

7.33 PUBLIC INSPECTION OF PROPOSALS: Pursuant to Section 119.071 (1)(b), Florida Statutes, responses received as a result of this RFP shall be exempt from public inspection and copying until thirty (30) days after the opening of the proposals or until posting of the recommendation for intended award, whichever is earlier. If SBBC rejects all proposals and concurrently provides notice of its intent to reissue the competitive solicitation, the rejected proposals shall remain exempt from public inspection and copying until such time as SBBC posts notice of an intended decision concerning the reissued competitive solicitation or until SBBC withdraws the reissued competitive solicitation.

If a Proposer contends that any portion of its response to the RFP is confidential and exempt from public inspection and copying, it is the Proposer's responsibility to clearly label each such portion of its proposal as confidential and specify the applicable statutory exemption from public inspection and copying on such portion(s) of its proposal. Confidential or exempt portions of any proposal must also be submitted in a separate sealed envelope and marked as such. A failure by the Proposer to prepare and label the confidential or exempt portions of its proposal in the manner specified in this section of the RFP shall constitute a waiver by Proposer of any applicable exemptions from disclosure or any confidential status including ones that may be applicable to trade secrets under Florida law.

SBBC will promptly provide a Proposer's contact person with written notice if a public records request has been made for any portions of Proposer's response to the RFP. SBBC will provide for the inspection or copying any non-exempt portions of any proposal in its possession in accordance with applicable law. If a Proposer wishes to preclude the inspection or copying of any non-exempt portions of its response to the RFP or if a dispute exists as to whether such portions are entitled to an exemption, the Proposer must obtain a protective order from a court of competent jurisdiction prohibiting the inspection or copying of the requested materials. The failure to timely initiate such legal proceedings shall constitute a waiver by the Proposer of any applicable exemption or confidential status of the requested materials. By submitting a response to this RFP, the Proposer agrees to waive any cause of action or claim for damages it may have against SBBC for its release of records in response to a public records other than those that are prepared and labeled as confidential or exempt as described in this section. The Proposer agrees to hold SBBC harmless from any award to a plaintiff for damages, costs or attorney's fees based upon SBBC's non-disclosure of portions of Proposer's response that have been prepared and labeled as confidential or exempt from public inspection and further agrees to reimburse SBBC for any attorney's fees and costs it may incur in the defense of such non-disclosure.

7.0 GENERAL CONDITIONS

- 7.39 **RE-RATING ENDORSEMENT:** Notwithstanding any provision in the Agreement between SBBC and Awardee to the contrary:
- 7.39.1 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: Director, Benefits & Employment Services, SBBC, 7770 W. Oakland Park Boulevard, 1st Floor, Sunrise, Florida 33351.
 - 7.39.2 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.
 - 7.39.3 Notice by an Awardee(s) of intent to effect any change in consideration shall thereby entitle SBBC to cancel the Agreement without penalty.
- 7.40 **PRICE REDUCTIONS:** If, from date of RFP opening, the Awardee either proposes the same service(s) 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.
- 7.41 **SBBC's CONSULTANT:** Gallagher Benefit Services, Inc. will be providing consultant services to SBBC in relation to this RFP. The Cone of Silence, General Condition 7.25, is hereby lifted when a representative from Gallagher Benefit Services contacts the Proposer for clarification issues or comments written in your submitted proposal. The Cone of Silence shall resume once the clarification issue has been answered. The word "clarification" shall mean the action of making a statement or situation less confusing and more comprehensible
- 7.42 Deleted.**

3.0 CALENDAR

December 2, 2016	Release of RFP 18-009V
December 12, 2016	Written questions due on or before 5:00 p.m. ET in Procurement & Warehousing Services
February 6, 2017	Proposals due on or before 2:00 p.m. ET in Procurement & Warehousing Services. Proposal opening will be at: 7720 West Oakland Park Blvd., Suite 323, Sunrise, Florida 33351-6704*
March 22, 2017, March 23, 2017	Evaluation Committee reviews Proposals and makes Recommendation for award. Meeting to be held at 9:00 a.m.: TSSC Annex (in the former Bank of America Lobby) 7770 W. Oakland Park Boulevard, Sunrise, Florida 33351-6704*
March 27, 2017	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 Director, EEO & ADA 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.

7.0 GENERAL CONDITIONS

7.22 **POSTING OF BID RECOMMENDATIONS/TABULATIONS:** RFP Recommendations and Tabulations will be posted in Procurement and Warehousing Services and on www.demandstar.com on **March 27, 2017 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 Procurement and Warehousing Services 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. ET 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 Bid opening amending or supplementing the Bid 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 Proposer 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 School 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 SBBC 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, Procurement and Warehousing Services, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351-6704 (fax 754-321-0936). Fax filing will not be acceptable for the filing of bonds.

7.23 **AUDIT AND INSPECTION OF AWARDEE'S DOCUMENTS AND RECORDS:** The District or its representative reserves the right to inspect and/or audit all the Awardee's documents and records as they pertain to the products and services delivered under this agreement. Such rights will be exercised with notice to the Awardee to determine compliance with and performance of the terms, conditions and specifications on all matters, rights and duties, and obligations established by this agreement. Documents/records in any form shall be open to the District or State's representative and may include but are not limited to all correspondence, ordering, payment, inspection, and receiving records, contracts or sub-contracts that directly or indirectly pertain to the transactions between the District and the Awardee(s). (See Special Conditions of the RFP)

7.24 **NONCONFORMANCE TO CONTRACT CONDITIONS:** Services offered may be audited for compliance with RFP conditions and specifications at any time. Services not conforming to RFP specifications shall be corrected and performed again to meet the specifications of the RFP at the expense of the Awardee. Services not delivered as per delivery date in RFP and/or Purchase Order may be rejected upon delivery and/or may be purchased on the open market. Any increase in cost may be charged against the Awardee. Any violation of these stipulations may also result in:

- a) Cancellation and default of contract;
- b) For a period of two years, any proposal submitted by vendor will not be considered and will not be recommended for award.
- c) All departments being advised not to do business with vendor.



THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

7720 WEST OAKLAND PARK BOULEVARD, SUITE 323, SUNRISE, FLORIDA 33351 • TEL 754-321-0501 • FAX 754-321-0936

PROCUREMENT & WAREHOUSING SERVICES
MARY C. COKER, DIRECTOR
www.browardschools.com

SCHOOL BOARD
ABBY M. FREEDMAN, Chair
NORA RUPERT, Vice Chair

ROBIN BARTLEMAN
HEATHER P. BRINKWORTH
DONNA P. KORN
PATRICIA GOOD,
LAURIE RICH LEVINSON
ANN MURRAY
DR. ROSALIND OSGOOD

ROBERT W. RUNCIE
Superintendent of Schools

December 2, 2016

Dear Prospective Proposers:

**SUBJECT: Instructions to Proposers
Request for Proposals (RFP) 18-009V – 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 charles.high@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:

• **M/WBE CERTIFICATION/PARTICIPATION (See Section 4.12 of the RFP)**

SBBC has implemented a Minority/Women Business Enterprise Program as part of the SBBC's competitive solicitation and contracting activity in accordance with School Board Policy 7007-A Administrative Procedures for The School Board of Broward County, Florida's Supplier Diversity & Outreach Program. The purpose of the program is to utilize available minority and women business enterprises (M/WBE's) within the Board's market area to compete for the award of SBBC purchasing contracts. M/WBE vendors utilized for this contract must be certified by SBBC, Supplier Diversity & Outreach Program Office. For information on M/WBE Certification, contact SBBC's Supplier Diversity & Outreach Program at 754-321-0550 or visit www.browardschools.com/sdop.

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 Procurement & Warehousing Services on the date and time stated in Section 3.0. In order to have your Proposal considered, it must be received on or before the date and time due. Proposals received after 2:00 p.m. ET on date due will not be considered.

STATEMENT OF "NO RESPONSE"

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

Thank you for your interest in SBBC. Again, if you have any questions, please contact me at 754-321-0527 or e-mail address stated above.

Sincerely,

Charles V. High, C.P.M., A.P.P., MBA
Purchasing Agent IV

REQUEST FOR PROPOSALS (RFP)

RFP 18-009V



GROUP MEDICAL BENEFITS FOR SCHOOL BOARD EMPLOYEES

RFP Release Date: **December 2, 2016**

Written Questions Due: On or Before 5:00 p.m. ET
December 12, 2016
in Procurement & Warehousing Services

Proposals Due:.* On or Before 2:00 p.m. ET
February 6, 2017
in Procurement & Warehouse Services

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
Procurement & Warehousing Services
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 Director, EEO & ADA Compliance at 754-321-2150 or Teletype Machine (TTY) 754-321-2158.

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

TABLE OF CONTENTS

	<u>Page</u>
Proposer's Submittal Checklist	i - iii
1.0 Required Response Form.....	1
2.0 Introduction and General Information	2
3.0 Calendar	5
4.0 Information to be Included in the Submitted Proposals	6
5.0 Evaluation of Proposals	19
6.0 Special Conditions	21
7.0 General Conditions	23
Attachment A – Questionnaires	
A1 –Medical Questionnaire (includes wellness and disease management questions)	
A2 – Pharmacy Benefit Management Questionnaire (integrated and stand-alone Proposers are to complete)	
Attachment B – CPT Codes and Medical Claims Repricing Worksheet	
B1 – CPT Code Worksheet	
B2 – Medical Claims Repricing Worksheet	
Attachment C – Prescription Drug Repricing Worksheet and Generics	
C1 – Prescription Drug Repricing Worksheet	
C2 – Generics (\$3 Generic List)	
C3 – Formulary Disruption Worksheet (Current Formulary Tiers)	
C4 – Current Pharmacy Program	
C5 – Top Drugs Repricing	
C6 – MAC List Outline	
C7 – Specialty Drug List Sample	
Attachment D – Plan Designs	
D1— Current Plan Designs	
D2 – Sample Alternative High Deductible Plan Design	
Attachment E – Financial Response Forms	
Attachment F – Census Data (Includes Active Employees and Retirees)	
Attachment G – Claims Experience, Lag Report and Large Claims Data	
Attachment H – Summary Plan Description and Current Aetna/Coventry SBBC Agreements	
Attachment I – Sample SBBC Agreement	
Attachment J – ACH Payment Agreement Form	
Attachment K – SBBC HIPAA Business Associate Sample Agreement	
Attachment L – SBBC Enrollment Form	
Attachment M – M/WBE	
M1 – M/WBE Utilization Report	
M2 – Employment Diversity Statistics	
M3 – M/WBE Participation	
M4 – SBBC Diversity Policy 1.5 and Supplier Diversity and Outreach Policy 7007	
M5 – M/WBE Vendor List	
Attachment N – Domestic Partners Information	
Attachment O – Disclosure of Potential Conflict of Interest and Conflicting Employment or Contractual Relationship	
Attachment P – W-9 Form	
Attachment Q – Drug-Free Workplace Form	
Attachment R – Performance Standards/Guarantees Worksheet	
Attachment S – Top Utilized Physicians/Providers (including TINs) Disruption Worksheet	
Attachment T – Statement of "No Response"	

PROPOSER'S SUBMITTAL CHECKLIST

1. Proposer's Attachments

The following table identifies all documents being attached as part of the RFP response and the purpose for each attachment. Add more rows as needed.

Table 1 Proposers Attachment Checklist

Item #	Attachment Name / Purpose	Attachment Provided?		Reference to Proposal Response Section
1		YES <input type="checkbox"/>	NO <input type="checkbox"/>	
2		YES <input type="checkbox"/>	NO <input type="checkbox"/>	
3		YES <input type="checkbox"/>	NO <input type="checkbox"/>	
4		YES <input type="checkbox"/>	NO <input type="checkbox"/>	
5		YES <input type="checkbox"/>	NO <input type="checkbox"/>	
6		YES <input type="checkbox"/>	NO <input type="checkbox"/>	

2. Proposer's Response Checklist

The following table verifying all RFP responses and the items completed as instructed.

Table 2 Proposer's Response Checklist

Item #	Proposal Response Item	Completed and Provided as Instructed??		Reference to Proposal Response Section
1	Section 1.0 - Required Response Form	YES <input type="checkbox"/>	NO <input type="checkbox"/>	
2	Section 4.2 - Minimum Eligibility	YES <input type="checkbox"/>	NO <input type="checkbox"/>	
3	Section 4.7 – Scope of Services	YES <input type="checkbox"/>	NO <input type="checkbox"/>	
4	Section 4.12 – MWBE and Attachment M	YES <input type="checkbox"/>	NO <input type="checkbox"/>	
5	Attachment A - Questionnaire(s)	YES <input type="checkbox"/>	NO <input type="checkbox"/>	
6	Attachment B1 - CPT Code Worksheet	YES <input type="checkbox"/>	NO <input type="checkbox"/>	
7	Attachment B2 - Medical Claims Repricing Worksheet	YES <input type="checkbox"/>	NO <input type="checkbox"/>	
8	Attachment C1 - Prescription Drug Repricing Worksheet	YES <input type="checkbox"/>	NO <input type="checkbox"/>	
9	Attachment C3 - Formulary Disruption Worksheet	YES <input type="checkbox"/>	NO <input type="checkbox"/>	
10	Attachment C5 - Top Drug repricing	YES <input type="checkbox"/>	NO <input type="checkbox"/>	
11	Attachment C6 - MAC List Outline	YES <input type="checkbox"/>	NO <input type="checkbox"/>	
12	Attachment C7 - Specialty Drug List Sample	YES <input type="checkbox"/>	NO <input type="checkbox"/>	
13	Attachment D - Plan Designs	YES <input type="checkbox"/>	NO <input type="checkbox"/>	
14	Attachment E - Financial response Forms	YES <input type="checkbox"/>	NO <input type="checkbox"/>	

Item #	Proposal Response Item	Completed and Provided as Instructed??		Reference to Proposal Response Section
15	Attachment O- Disclosure of Potential Conflict of Interest and Conflicting Employment or Contractual Relationship	YES <input type="checkbox"/>	NO <input type="checkbox"/>	
16	Attachment Q – Drug-Free Workplace Form	YES <input type="checkbox"/>	NO <input type="checkbox"/>	
17	Attachment R – Performance Standards/Guarantees Worksheet	YES <input type="checkbox"/>	NO <input type="checkbox"/>	
18	Attachment S – Top Utilized Physicians/Providers	YES <input type="checkbox"/>	NO <input type="checkbox"/>	

REQUEST FOR PROPOSALS (RFP)
1.0 REQUIRED RESPONSE FORM

RELEASE DATE: December 2, 2016

TITLE: GROUP MEDICAL BENEFITS FOR SCHOOL BOARD EMPLOYEES

This Proposal must be submitted to the **Procurement & Warehousing Services of The School Board of Broward County, Florida, 7720 W. Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351-6704, on or before 2:00 p.m. ET, February 1, 2017** and plainly marked **RFP 18-009V, Group Medical Benefits for School Board Employees**. Proposals received after 2:00 p.m. ET on date due will not be considered.

One complete, original hard-copy Proposal (clearly marked as such), and **two complete, original electronic versions** (all clearly marked as "original") will constitute the original governing documents. The **two electronic versions in Microsoft Word 6.0 or higher on CD/diskette or thumb drive and 25 bound copies** (which must be identical to the original Proposal, **including any supplemental information/marketing materials**), of the RFP Proposal, including this **REQUIRED RESPONSE FORM** (Page 1 of RFP 18-009V), must be fully executed and returned on or before 2:00 p.m. ET on date due to the Procurement & Warehousing Services in accordance with the submittal requirements. In the case of any discrepancy between the original Proposal and the copies, the original Proposal will be the governing document. Proposal must contain all information required to be included in the Proposal as described herein. Completed Proposals must be submitted in a sealed envelope (package, box, etc.) with the RFP number and name clearly typed or written on the front.

PROPOSER INFORMATION

PROPOSER'S (COMPANY) NAME: _____

STREET ADDRESS: _____

CITY, STATE AND ZIP CODE: _____

PROPOSER TELEPHONE: _____ PROPOSER FAX: _____

PROPOSER TOLL FREE: _____

CONTACT PERSON: _____

CONTACT PERSON'S ADDRESS: _____

CONTACT PERSON'S EMAIL ADDRESS: _____

CONTACT TELEPHONE: _____ FAX: _____ TOLLFREE: _____

E-MAIL ADDRESS TO SEND PURCHASE ORDERS TO: _____

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 GG 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 record 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 all pages in this Request for Proposals (RFP), and all appendices and the contents of any Addenda released hereto; Proposer agrees to be bound to any and all specifications, terms and conditions contained in the Request for Proposals, and any released Addenda and understand that the following are requirements of this RFP and failure to comply will result in disqualification of Proposal submitted. Proposer acknowledges that all responses, data and information contained in this Proposal are true, accurate and open to public inspection under Florida's Public Records Law.**

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 (total number of active employees and their dependents is 30,000) and 1,078 pre/post retiree and dependents. 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 Aetna/Coventry and offers employees multiple plan options. Effective January 2017, SBBC is moving to the Aetna platform with a national provider network and other benefits enhancements that are outlined throughout the RFP. SBBC offers a Premier Plus Open Access HMO, a Premier Plan Open Access HMO and a Consumer Driven Option that currently does not meet HSA/HRA criteria. Each of the options run on a calendar year (Plan Year).

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). There are approximately 2,570 children currently enrolled in the Basic Kids Plan and 482 children enrolled in the Enhanced Kids Plan. SBBC Kids Plans are unique to SBBC and are fully paid for through employee contributions and include passport benefits whereby eligible children living out of the service area are offered the same benefits as in-network benefits. SBBC has offered a Group Kids Plan since 1995 that is available to individual children of SBBC employees, retirees, and domestic partners. Children are eligible for the Kids Plan, only if the employee is enrolled in one of SBBC's medical plans.

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 included, in **Attachment D1**, the current plan designs of all existing plan options; and in **Attachment D2** a sample alternative High Deductible Health Plan with a Health Savings Account. SBBC is also considering Medicare Advantage and/or Medicare Supplement Plan(s). Proposers can provide up to two Medicare Plan options they consider to best fit the needs of SBBC and its members or can suggest an alternative benefits for pre/post 65 retirees and their dependents, if considered by the evaluation Committee, these would be offered only as a voluntary product. Proposers should also identify any existing SBBC benefits, benefit limitations or system limitations that the Proposer cannot administer on the current plan designs, within **Attachment D1**. Any changes to plan designs are subject to labor negotiations.

SBBC is seeking Proposals from interested parties to offer a self-funded program that has an integrated medical and pharmacy benefits and, in addition, SBBC is also seeking proposals from pharmacy benefit companies to carve out/stand-alone 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 for either an integrated approach or stand-alone approach. 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 may 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 and/or specialty pharmacy
- Carving out advanced imaging services
- Carving out wellness and disease management programs
- Developing creative programs in conjunction with the Awardee, SBBC and local hospital systems including possible direct contracting/shared savings
- Using high performance networks in conjunctions with the Awardee, SBBC and the local hospital systems or Proposers existing high performance networks
- Carving out behavioral health

2.0 INTRODUCTION AND GENERAL INFORMATION (Continued)

- Using Accountable Care Organizations (ACO's) or similar models/programs
- Redesign of benefit plans, contributions models, etc.
- Other creative cost savings programs

For 2017, SBBC contributes the employee-only amount towards the Premium, Premium Plus, and Consumer Driven plans' medical premium equivalents. The contribution strategy 2018 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 medical program and provides \$750 annually. Currently, there are approximately 1,400 employees that opt out of the SBBC medical 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. See General Condition 7.41.

- 2.2 **Questions and Interpretations:** Any questions concerning any portion of this RFP must be submitted, in writing, to **Charles V. High, C.P.M., A.P.P., MBA Procurement & Warehousing Services, 754-321-0527** at the address listed in Section 6.1 or via facsimile 754-321-0533 or via e-mail charles.high@browardschools.com. Any questions which require a response which amends the RFP document in any manner will be answered via Addendum by the Procurement & Warehousing Services 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 Procurement & Warehousing Services, in writing, **on or before 5:00 p.m. ET on, December 12, 2016**. Questions received after this date and time 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, 2018, and continuing through December 31, 2020**. The term of the contract may, by mutual agreement between SBBC and the Awardee, upon the Superintendent's Insurance & Wellness Advisory Committee's approval, be extended for two (2) 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 a rate change not to exceed the CPI for the previous year. Procurement & Warehousing Services, 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 the School Board. 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 **Price Adjustments:** Prices offered shall remain firm through the first three years of the contract in accordance with **Scope of Services and Attachment E – Financial Response Form**. A request for price adjustment must be submitted in writing at least 270 days prior to the first renewal date of the contract (outlined in Section 7.39 of the RFP). 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: Director, Benefits & Employment Services, The School Board of Broward County, Florida, 7770 W. Oakland Park Blvd., Sunrise, Florida 33351. If a price increase is approved after the first renewal date, then that price must remain firm for the two remaining years of the contract. SBBC reserves the right to not renew any contract regardless of price considerations.

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

3.0 CALENDAR

December 2, 2016	Release of RFP 18-009V
December 12, 2016	Written questions due on or before 5:00 p.m. ET in Procurement & Warehousing Services
February 6, 2017	Proposals due on or before 2:00 p.m. ET in Procurement & Warehousing Services. Proposal opening will be at: 7720 West Oakland Park Blvd., Suite 323, Sunrise, Florida 33351-6704*
March 15, 2017	Evaluation Committee reviews Proposals and makes Recommendation for award. Meeting to be held at 9:00 a.m.: TSSC Annex (in the former Bank of America Lobby) 7770 W. Oakland Park Boulevard, Sunrise, Florida 33351-6704*
March 22, 2017	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 Director, EEO & ADA 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

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
Broward County Public Schools
600 SE 3rd Avenue, 10th Floor
Fort Lauderdale, Florida 33301

With a Copy to: Director, Benefits & Employment Services
Broward County Public Schools
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.

If you are proposing a Medical and Pharmacy integrated model:

- 4.2.1 Proposer must agree to the language in Section 7.1, Indemnification.
- 4.2.2 All Proposers must be licensed in the State of Florida. Provide a copy of your current license and/or certificate that allows Proposer to provide the services proposed.
- 4.2.3 If Proposer is an insurance carrier, Proposer must be licensed to provide coverages in the State of Florida with an AM Best rating of A- or higher and financial size category of VI or larger. The AM Best requirement may be met directly by the Proposer or, in the alternative, by the parent or affiliated company who maintains the ratings specified in this RFP. If qualifying through its parent or affiliated company, it must clearly be stated as such. If using a parent or affiliated company, such company will be the binding company for the Agreement.
- 4.2.4 If Proposer is not rated by AM Best or the AM Best rating is below A-/VI and cannot be met through 4.2.3, Proposer **must** submit the most recent three (3) years of **independent audited financial statements, including auditor's notes/commentary.**
- 4.2.5 Proposer must have an active registration to do business in the State of Florida by registering their business on www.sunbiz.org at the time of RFP opening.
- 4.2.6 Proposer must share in the cost of providing the following SBBC staff and services on an annual basis that include an onsite EAP Administrator, Wellness Manager/Coach, Wellness Coordinator, a targeted onsite health and wellness program, and biometric screenings. The total cost of \$960,000 will be billed to the Awardee(s) on an equal basis the first year and billed to each Awardee their portion on a quarterly basis. Thereafter, it will be prorated 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 and billed to each Awardee their portion on a quarterly basis.
- 4.2.7 Proposers must provide onsite staffing, from the Awardee(s) to be located 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. Awardee(s) must maintain at least four (4) full-time onsite employees, at all times, at SBBC Benefits Department.
- 4.2.8 Proposer must agree to the language in Section 6.4, Insurance Requirements.

If you are proposing a Stand-Alone Pharmacy model:

- 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.

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

- 4.2.3 If Proposer is an insurance carrier, Proposer must be licensed to provide coverages in the State of Florida with an AM Best rating of A- or higher and financial size category of VI or larger. The AM Best requirement may be met directly by the Proposer or, in the alternative, by the parent or affiliated company who maintains the ratings specified in this RFP. If qualifying through its parent or affiliated company, it must clearly be stated as such. If using a parent or affiliated company, such company will be the binding company for the Agreement.
- 4.2.4 If Proposer is not rated by AM Best or the AM Best rating is below A-/VI and cannot be met through 4.2.3, Proposer **must** submit the most recent three (3) years of **independent audited financial statements, including auditor's notes/commentary.**
- 4.2.5 Proposer must have an active registration to do business in the State of Florida by registering their business on www.sunbiz.org at the time of RFP opening.
- 4.2.6 Proposer must share in the cost of providing the following SBBC staff and services on an annual basis that include an onsite EAP Administrator, Wellness Manager/Coach, Wellness Coordinator, a targeted onsite health and wellness program, and biometric screenings. The total cost of \$192,000 will be billed to the Awardee(s) on an equal basis the first year and billed to each Awardee their portion on a quarterly basis. Thereafter, it will be prorated 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 and billed to each Awardee their portion on a quarterly basis.
- 4.2.7 Proposers must provide onsite staffing, from the Awardee(s) to be located 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. Awardee(s) must maintain at least one (1) full-time onsite employees, at all times, at SBBC Benefits Department.
- 4.2.8 Proposer must agree to the language in Section 6.4, Insurance Requirements.

4.3 Experience and Qualifications of the Proposer: All Proposers are to complete the following section.

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

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

- 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 **Questionnaires:** Complete the Questionnaires contained in **Attachment A** of this RFP, if you are proposing only a Stand-Alone Pharmacy, you do not have to complete **Attachment A1, you would only complete Attachment A2.** The Questionnaires are 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.
- 4.6 **Plan Designs:** Complete the Plan Designs contained in **Attachment D** of this RFP. The Plan Design 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.
- 4.7 **Scope of Services Provided:** Clearly describe how the Proposer can accomplish each of the following Scope of Services, if you are proposing only a **Stand-Alone Pharmacy model only. Please complete the section within this section identified as Stand-Alone Pharmacy model** only provided below and provide a description of any deviations in the following table:

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

If you are proposing a Medical and Pharmacy integrated model:

Services Requested	Yes, Will Comply	Yes, Will Comply, but with Deviations	No, Will Not Comply
4.7.1 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.			
4.7.2 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.			
4.7.3 Provide direct billing and FRS coordination for retirees, retiree dependents, overage dependents, Retirement Incentive Programs (RIP/RAP) and COBRA to SBBC. Remit all collected monies to SBBC with supporting documents on a monthly basis.			
4.7.4 Provide full COBRA and HIPAA administration services.			
4.7.5 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.			

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

If you are proposing a Medical and Pharmacy integrated model:

Services Requested	Yes, Will Comply	Yes, Will Comply, but with Deviations	No, Will Not Comply
4.7.6 Use SBBC Enrollment Form throughout the year (for new hires), as needed (See Attachment L). The printing cost of this form will be pro-rated between the Awardee(s) based on enrollment. In past the total cost for this form has been \$500.			
4.7.7 If selected as an Awardee, you will need to participate in open enrollment, health fairs, and share in the cost of the materials and supplies for open enrollment. The cost of the materials and supplies will be pro-rated between the Awardee(s) based on enrollment. For the 2016 open enrollment period, there were 20 meetings. The total cost for 2016 open enrollment materials were \$16,667 for all carriers (i.e. medical, dental, vision, etc.).			
4.7.8 Provide a dedicated Account Manager who will have the overall responsibility for managing SBBC's relationship.			
4.7.9 Provide qualified personnel to attend (in person) and participate in meetings as needed.			
4.7.10 Provide dedicated personnel for overall Account Management and Customer Service to SBBC staff. Response times to SBBC staff of one business day or less.			
4.7.11 Provide dedicated personnel for billing and reconciliation at a minimum of one time monthly for onsite and reporting meetings.			
4.7.12 During the first year of the contract you will 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)

If you are proposing a Medical and Pharmacy integrated model:

Services Requested	Yes, Will Comply	Yes, Will Comply, but with Deviations	No, Will Not Comply
4.7.13 If selected as an Awardee, you will need to work with SBBC to ensure Awardee can utilize SBBC data transfer specification.			
4.7.14 Formulary Changes - Annually provide SBBC with at least a 60-day written notice prior to January 1 st of any proposed changes for upcoming Plan Year, (except in cases where the drug is removed from the Food and Drug Administration approved listing). Including a financial impact and member impact of such changes for SBBC to review. Said 60-day notice is to commence when received in SBBC's Benefits Department. The Awardee(s) shall also notify each contracted physician and member of changes as well as provide this information in their quarterly newsletter to members. SBBC reserves the right to grandfather such proposed formulary changes.			
4.7.15 If selected as an Awardee, you will be required to provide access to an electronic provider directory file and an online provider directory.			
4.7.16 The Benefits Department shall review and <u>approve</u> all communication materials, open enrollment and marketing materials prior to distribution to the employees. If any, postage costs are to be paid by the Awardee(s).			
4.7.17 I.D. cards will be mailed annually directly to the employee's home, with the postage costs to be paid by the Awardee(s). I.D. card information includes: SBBC logo; Subscriber Name; PCP, Specialist, RX Copays, Hospital Copays and dependents names. If SBBC elects to carve out the pharmacy program to a stand-alone pharmacy benefit manager, SBBC would like to continue to have one ID card that contains the Medical and Rx data. Provide a sample of your ID card. The format and any additions or changes to I.D. cards shall be approved by the Benefits Department.			

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

If you are proposing a Medical and Pharmacy integrated model:

Services Requested	Yes, Will Comply	Yes, Will Comply, but with Deviations	No, Will Not Comply
4.7.18 The Benefits Department shall review and <u>approve</u> all communication materials, open enrollment and marketing materials for distribution prior to the employee's. If any, postage costs are to be paid by the Awardee(s).			
4.7.19 I.D. cards will be mailed annually directly to the employee's home, with the postage costs to be paid by the Awardee(s). I.D. card information includes: SBBC logo; Subscriber Name; PCP, Specialist, RX Copays, Hospital Copays and dependents names. If SBBC elects to carve out the pharmacy program to a stand-alone pharmacy benefit manager, SBBC would like to continue to have one ID card that contains the Medical and Rx data. Provide a sample of your ID card. The format and any additions or changes to I.D. cards shall be approved by the Benefits Department.			
4.7.20 Member handbooks and Summary Plan Document 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). In addition, Awardee(s) should supply several hard copies and electronic copies of the Summary Plan Document to be placed on SBBC's website.			
4.7.21 Awardee(s) will provide temporary ID cards through Awardee(s) website.			
4.7.22 You are required to maintain compliance with applicable Federal guidelines for ADEA, Medicare, HIPAA, PPACA, and COBRA, as well as all Florida-mandated benefits.			
4.7.23 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.			

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

If you are proposing a Medical and Pharmacy integrated model:

Services Requested	Yes, Will Comply	Yes, Will Comply, but with Deviations	No, Will Not Comply
4.7.24 No currently covered members will lose coverage as a result of a change in vendor.			
4.7.25 Awardee(s) agree to accept the terms contained in SBBC's Agreement as outlined in Attachment I and submit any additional documents that require signature at the time of Award. Describe any and all deviations in detail.			
4.7.26 Awardee(s) agree to accept the terms contained in SBBC's HIPAA Business Associate Agreement as outlined in Attachment K . Describe any and all deviations in detail.			
4.7.27 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.			
4.7.28 Provide SBBC with a minimum of 60 days' notice for any voluntary or non-voluntary hospital terminations, provider terminations and/or ancillary terminations including the number of members affected.			
4.7.29 Awardee(s) will develop and provide the Summary of Benefits and Coverage for each plan annually.			
4.7.30 There will be no balance billing to any SBBC member above and beyond the contracted fees.			
4.7.31 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.			
4.7.32 Awardee(s) must have systems that support timely resolution of member complaints.			
4.7.33 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.			

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

If you are proposing a Medical and Pharmacy integrated model:

Services Requested	Yes, Will Comply	Yes, Will Comply, but with Deviations	No, Will Not Comply
4.7.34 SBBC or their representatives will be given access to review claim payments for timely payment and correctness including a data feed of all claims as requested.			
4.7.35 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.			
4.7.36 Work cooperatively with SBBC, as requested, in providing complete accurate claims and eligibility data: 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 Collection of dependent SSN data as needed for CMS.			
4.7.37 The Awardee(s) shall agree to provide approval for a 60-day supply of prescription medication, as allowable under federal laws 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.			

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

If you are proposing a Medical and Pharmacy integrated model:

Services Requested	Yes, Will Comply	Yes, Will Comply, but with Deviations	No, Will Not Comply
4.7.38 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.			
4.7.39 Accept full delegation of fiduciary responsibility including, but not limited to, all levels of appeals and external appeals?			
4.7.40 Facilitate appeals, including compliance with PPACA's external review process and use of Independent Review Or			
4.7.41 Awardee(s) will facilitate, collect, administer and provide necessary reporting for all HealthCare Reform fees (such as transitional reinsurance program fees) at no cost SBBC.			
4.7.42 In 2017, SBBC will be offering telehealth services. Awardee(s) has telehealth/physician services such as WebMD, Teledoc, etc.			
4.7.43 Upon SBBC request, Awardee agrees to provide Biometric services to SBBC locations (in the past, 145 locations) along with an electronic website for employee scheduling. SBBC also requires to review/approve the Health Risk Assessment document prior to release.			
4.7.44 All documents that will require signature by SBBC or its representative upon award must be included with your proposal in signature ready format. Any such documents that are not included with your proposal will not be executed. Proposer must complete Section 1.0 Proposer Data Submittal Checklist.			

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

If you are proposing a Stand-Alone Pharmacy model only please complete the following table:

Services Requested	Yes, Will Comply	Yes, Will Comply, but with Deviations	No, Will Not Comply
4.7.1 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.			
4.7.2 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.			
4.7.3 Use SBBC Enrollment Form throughout the year (for new hires), as needed (See Attachment L). The printing cost of this form will be pro-rated between the Awardee(s) based on enrollment. In past the total cost for this form has been \$500.			
4.7.4 Provide a dedicated Account Manager who will have the overall responsibility for managing SBBC's relationship.			
4.7.5 Provide qualified personnel to attend (in person) and participate in meetings as needed.			
4.7.6 Provide dedicated personnel for overall Account Management and Customer Service to SBBC staff. Response times to SBBC staff of one business day or less.			
4.7.7 Provide dedicated personnel for billing and reconciliation at a minimum of one time monthly for onsite and reporting meetings.			
4.7.8 If selected as an Awardee, you will need to work with SBBC to ensure Awardee can utilize SBBC data transfer specification.			

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

If you are proposing a Stand-Alone Pharmacy model only please complete the following table:

Services Requested	Yes, Will Comply	Yes, Will Comply, but with Deviations	No, Will Not Comply
4.7.9 Formulary Changes - Annually provide SBBC with at least a 60-day written notice prior to January 1 st of any proposed changes for upcoming Plan Year, (except in cases where the drug is removed from the Food and Drug Administration approved listing). Including a financial impact and member impact of such changes for SBBC to review. Said 60-day notice is to commence when received in SBBC's Benefits Department. The Awardee(s) shall also notify each contracted physician and member of changes as well as provide this information in their quarterly newsletter to members. SBBC reserves the right to grandfather such proposed formulary changes.			
4.7.10 The Benefits Department shall review and <u>approve</u> all communication materials, open enrollment and marketing materials prior to distribution to the employees. If any, postage costs are to be paid by the Awardee(s).			
4.7.11 I.D. cards will be mailed annually directly to the employee's home, with the postage costs to be paid by the Awardee(s). I.D. card information includes: SBBC logo; Subscriber Name; PCP, Specialist, RX Copays, Hospital Copays and dependents names. If SBBC elects to carve out the pharmacy program to a stand-alone pharmacy benefit manager, SBBC would like to continue to have one ID card that contains the Medical and Rx data. Provide a sample of your ID card. The format and any additions or changes to I.D. cards shall be approved by the Benefits Department.			
4.7.12 The Benefits Department shall review and <u>approve</u> all communication materials, open enrollment and marketing materials for distribution prior to the employee's. If any, postage costs are to be paid by the Awardee(s).			

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

If you are proposing a Stand-Alone Pharmacy model only please complete the following table:

Services Requested	Yes, Will Comply	Yes, Will Comply, but with Deviations	No, Will Not Comply
4.7.13 I.D. cards will be mailed annually directly to the employee's home, with the postage costs to be paid by the Awardee(s). I.D. card information includes: SBBC logo; Subscriber Name; PCP, Specialist, RX Copays, Hospital Copays and dependents names. If SBBC elects to carve out the pharmacy program to a stand-alone pharmacy benefit manager, SBBC would like to continue to have one ID card that contains the Medical and Rx data. Provide a sample of your ID card. The format and any additions or changes to I.D. cards shall be approved by the Benefits Department.			
4.7.14 Member handbooks and Summary Plan Document 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). In addition, Awardee(s) should supply several hard copies and electronic copies of the Summary Plan Document to be placed on SBBC's website.			
4.7.15 Awardee(s) will provide temporary ID cards through Awardee(s) website.			
4.7.16 You are required to maintain compliance with applicable Federal guidelines for ADEA, Medicare, HIPAA, PPACA, and COBRA, as well as all Florida-mandated benefits.			
4.7.17 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.			
4.7.18 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)

If you are proposing a Stand-Alone Pharmacy model only please complete the following table:

Services Requested	Yes, Will Comply	Yes, Will Comply, but with Deviations	No, Will Not Comply
4.7.19 Awardee(s) agree to accept the terms contained in SBBC's Agreement as outlined in Attachment I and submit any additional documents that require signature at the time of Award. Describe any and all deviations in detail.			
4.7.20 Awardee(s) agree to accept the terms contained in SBBC's HIPAA Business Associate Agreement as outlined in Attachment K . Describe any and all deviations in detail.			
4.7.21 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.			
4.7.22 Provide SBBC with a minimum of 60 days' notice for any voluntary or non-voluntary facilities, major chains and/or local pharmacy terminations including the number of members affected.			
4.7.23 Awardee(s) will develop and provide the Summary of Benefits and Coverage for each plan annually.			
4.7.24 There will be no balance billing to any SBBC member above and beyond the contracted fees.			
4.7.25 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.			
4.7.26 Awardee(s) must have systems that support timely resolution of member complaints.			
4.7.27 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.			

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

If you are proposing a Stand-Alone Pharmacy model only please complete the following table:

Services Requested	Yes, Will Comply	Yes, Will Comply, but with Deviations	No, Will Not Comply
4.7.28 SBBC or their representatives will be given access to review claim payments for timely payment and correctness including a data feed of all claims as requested.			
4.7.29 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.			
4.7.30 Work cooperatively with SBBC, as requested, in providing complete accurate claims and eligibility data: 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 Collection of dependent SSN data as needed for CMS.			
4.7.31 Accept full delegation of fiduciary responsibility including, but not limited to, all levels of appeals and external appeals?			
4.7.32 Facilitate appeals, including compliance with PPACA's external review process and use of Independent Review Or			

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

If you are proposing a Stand-Alone Pharmacy model only please complete the following table:

Services Requested	Yes, Will Comply	Yes, Will Comply, but with Deviations	No, Will Not Comply
4.7.33 Awardee(s) will facilitate, collect, administer and provide necessary reporting for all HealthCare Reform fees (such as transitional reinsurance program fees) at no cost SBBC.			
4.7.34 In 2017, SBBC will be offering telehealth services. Awardee(s) has telehealth/physician services such as WebMD, Teledoc, etc.			
4.7.35 Upon SBBC request, Awardee agrees to provide Biometric services to SBBC locations (in the past, 145 locations) along with an electronic website for employee scheduling. SBBC also requires to review/approve the Health Risk Assessment document prior to release.			
4.7.36 All documents that will require signature by SBBC or its representative upon award must be included with your proposal in signature ready format. Any such documents that are not included with your proposal will not be executed. Proposer must complete Section 1.0 Proposer Data Submittal Checklist.			
4.7.37 Confirm that the Awardee will provide a copy of the maximum allowable Cost (MAC) list, with unit prices, that will be used for SBBC. Any changes to the MAC list are to be submitted to SBBC on a no less than quarterly basis.			
4.7.38 Confirm that the Awardee will provide all financial and utilization reports, including monthly, quarterly, and annual summaries of activity, within 15 days following the end of the reporting period.			

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

If you are proposing a Stand-Alone Pharmacy model only please complete the following table:

Services Requested	Yes, Will Comply	Yes, Will Comply, but with Deviations	No, Will Not Comply
4.7.39 Confirm that the Awardee will provide paid claims and exposure (lag) reports within 15 days following the end of each month. Confirm that the Awardee will provide all financial and utilization reports, including monthly, quarterly, and annual summaries of activity, within 15 days following the end of the reporting period.			
4.7.40 Confirm that Ad hoc Reports requested from SBBC or their designee will be responded to in a reasonable time frame (e.g., within one week for simple requests). Any additional fees for special requests should be outlined in your proposal. Confirm that the Awardee will provide paid claims and exposure (lag) reports within 15 days following the end of each month.			
4.7.41 Confirm that online reporting for SBBC should be included in your proposal with descriptions as well as frequency intervals available. Online reporting access should also be available for consultants at the request of SBBC, at no charge. Confirm that Ad hoc Reports requested from SBBC or their designee will be responded to in a reasonable time frame (e.g., within one week for simple requests). Any additional fees for special requests should be outlined in your proposal.			
4.7.42 A detail SBBC Rx claims file will be provided to the SBBC or its designee office on a monthly basis at no charge. Confirm that online reporting for SBBC should be included in your proposal with descriptions as well as frequency intervals available.			

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

If you are proposing a Stand-Alone Pharmacy model only please complete the following table:

Services Requested	Yes, Will Comply	Yes, Will Comply, but with Deviations	No, Will Not Comply
4.7.43 Confirm that the Awardee will provide all financial and utilization reports, including monthly, quarterly, and annual summaries of activity, within 15 days following the end of the reporting period. Online reporting access should also be available for consultants at the request of SBBC, at no charge.			
4.7.4 Confirm that the Awardee will provide all financial and utilization reports, including monthly, quarterly, and annual summaries of activity, within 15 days following the end of the reporting period.			

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

- 4.8. Describe any additional services that Proposer is able to provide with relation to the scope of this RFP.
- 4.9. 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.
- 4.10 **Performance Standards/Guarantees:** Complete the Performance Standards/Guarantees contained in **Attachment R** of this RFP. The Performance Standards/Guarantees 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. SBBC reserves the right to negotiate through the Committee any and all performance standards and guarantees with the Awardee.
- 4.11 **Cost of Services:** Complete the Financial Response Forms contained in **Attachment E** of this RFP. The Financial Response Forms are 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)

4.12 **M/WBE Participation:** SBBC's Supplier Diversity & Outreach Program administers a Minority/Women Business Enterprise (M/WBE) Program. 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 a least 51% owned, operated and controlled by minorities or women. M/WBE vendors that are participating on this project must be listed on the M/WBE Participation Form located in the Attachments of this bid package. **M/WBE participation is strongly encouraged.** If the Bidder is a Certified M/WBE by SBBC, Bidder also should be listed on the M/WBE Participation Form.

M/WBE vendors utilized for this contract must be certified by SBBC's Supplier Diversity & Outreach Program Office prior to submission of bid proposal. For information on M/WBE Certification, contact SBBC's Supplier Diversity & Outreach Program at 754-321-0550. SBBC's Supplier Diversity & Outreach Program works to increase the participation of minority and women business enterprise in construction and purchasing contracts. It is the intent of the Supplier Diversity & Outreach Program to have a diverse group, as well as an equitable distribution of M/WBEs participating on any award of this Proposal.

To find M/WBE firms to partner with during the term of this contract, please go to the following link:
<http://www.broward.k12.fl.us/supply/sdop/vendorlist.html>

<u>M/WBE Information:</u> Proposer will be evaluated and points awarded based on the evaluation criterion 4.12.1, 4.12.2 and 4.12.3 depending on the information submitted by the Proposer		Maximum Points
4.12.1	Identify the M/WBE firm or firms who will be working with you on this engagement (see Attachment M3 , M/WBE Participation). 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 will be received by the M/WBE firm in connection with this Proposal (See Attachment M3). Provide proof, in writing, that each proposed firm to be utilized as an M/WBE is certified by The School Board of Broward County, Florida. Any participation by firms not certified with SBBC at the time of proposal submission will not count towards Proposers M/WBE goal attainment or the Award of points.	6
4.12.2	Proposer shall provide staff diversity information by completing and submitting Attachment M2 , Employment Diversity Statistics.	2
4.12.3	Proposer shall submit information of its involvement in the Broward County minority community. Such evidence may include, but not be limited to, minority sponsored events, purchases made from minority companies, scholarship contributions targeting minority students, financial contributions and/or other corporate resources for community projects benefitting minorities.	2
	TOTAL POINTS.....	10
	The Awardee will be required to submit a Monthly Minority/Women Business Enterprise (M/WBE) Subcontractor Utilization Report (Utilization Report) (see Attachment M1) to the Supplier Diversity & Outreach Program, which will track payments to M/WBEs. In addition to the Utilization Report, Awardee(s) shall provide proof of payment made to each M/WBE Subcontractor which shall take the form of cancelled checks or check register photocopies, or any other valid form of documentation that serves to substantiate all payment amounts included in the Utilization Report. The timing of the Utilization Report shall coincide with invoice submission, whether the M/WBE(s) received payment or not, until all committed remuneration has been received by the M/WBE(s). <u>State your willingness to comply with this requirement.</u>	
	Awardee must provide the Supplier Diversity & Outreach Program a 30-day written notice for substitution of an M/WBE Proposer. <u>State your willingness to comply with this requirement.</u>	

5.0 EVALUATION OF PROPOSALS

- 5.1 The Superintendent's Insurance & Wellness 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 M/WBE Participation	6
D.2 Employment Diversity Statistics	2
D.3 Involvement in Minority Community	2
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. If only one responsive proposal is received, the Committee will proceed without scoring the one responsive proposal and may negotiate the best terms and conditions with that sole proposer or may recommend the rejection of all proposals as permitted by Section 6A-1.012(12)(c), F.A.C."

- 5.2 SBBC reserves the right to ask questions of a clarifying nature once Proposals have been opened. The Committee shall make its recommendation based on the submitted proposal.
- 5.3 If the Committee's evaluation results in a tie total score between two or more Proposals, priority shall be given to Proposers in the following sequence:
- A business that certifies that it has implemented a drug-free workplace program shall be given preference in accordance with the provisions of Chapter 287.087, Florida Statutes, as currently enacted or as amended from time to time;
 - The Broward County Certified Minority/Women Business Enterprise vendor;
 - The Palm Beach or Miami-Dade County Certified Minority/Women Business Enterprise vendor;
 - The Florida Certified Minority/Women Business Enterprise vendor;
 - The Broward County vendor, other than a Minority/Women Business Enterprise vendor;
 - The Palm Beach or Miami-Dade County vendor, other than a Minority/Women Business Enterprise vendor;
 - The Florida vendor, whose main office is in the State of Florida, other than a Minority/Women Business Enterprise vendor.
 - 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 Procurement & Warehousing Services 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

- 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. An Agreement (in the form of the Sample SBBC Agreement attached hereto as **Attachment I**) shall be prepared for execution by the Awardee and The School Board, and shall be governed by the laws of the State of Florida, and must have venue established in the 17th Judicial Circuit Court of Broward County, Florida or the United States Court of the Southern District of Florida. The agreement approved by the SBBC General Counsel 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, February 6, 2017** at the following address in order to be considered:

PROCUREMENT & WAREHOUSING SERVICES
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
7720 West Oakland Park Boulevard, Suite 323
Sunrise, Florida 33351-6704

Attention: RFP 18-009V - GROUP MEDICAL BENEFITS FOR SCHOOL BOARD EMPLOYEES

- 6.2 **One complete, original hard-copy Proposal** (clearly marked as such), **and two complete, original electronic versions** (all clearly marked as "original") will constitute the original governing documents. The two electronic versions **in Microsoft Word 6.0 or higher on CD/diskette or thumb drive and 25 copies** (which must be identical to the original Proposal, **including any supplemental information/marketing materials**), of the RFP Proposal, including the **REQUIRED RESPONSE FORM** (Page 1 of RFP 18-009V), must be fully executed and returned on or before 2:00 p.m. ET on date due to the Procurement & Warehousing Services in accordance with the submittal requirements. The Proposal containing the original manual signature (blue ink preferred) and the electronic versions should be clearly identified as the original Proposals. In the case of any discrepancy between the original hard-copy Proposal and the copies, the original hard-copy Proposal will be the governing document. In the case of any conflict between the original hard-copy Proposal and the original electronic versions, the original hard-copy Proposal will be the governing document. All Proposals shall be submitted in sealed packaging with RFP number and the Proposers' firm name clearly marked on the exterior of package. All additional copies should be **identical** to the original Proposal submitted, including all supplemental information/marketing materials.

- 6.3 **JOINT VENTURES:** In the event multiple Proposers submit a joint Proposal in response to the RFP, a single Proposer shall be identified as the Prime Proposer. If offering a joint Proposal, Prime Proposer must include the name and address of all parties of the joint Proposal. Prime Proposer shall provide all bonding and insurance requirements, execute any Contract, complete the **REQUIRED RESPONSE FORM** shown herein, and have overall and complete accountability to resolve any dispute arising within this contract. Only a single contract with one Proposer shall be acceptable. Prime Proposer responsibilities shall include, but not be limited to, performing of overall contract administration, preside over other Proposers participating or present at SBBC meetings, oversee preparation of reports and presentations, and file any notice of protest and final protest as described herein. Prime Proposer shall also prepare and present a consolidated invoice(s) for services performed. SBBC shall issue only one check for each consolidated invoice to the Prime Proposer for services performed. Prime Proposer shall remain responsible for performing services associated with response to this RFP.

- 6.4 **INSURANCE REQUIREMENTS:**

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.
- 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.

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 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 a person whether employed by the AWARDEE, SBBC or otherwise.
- 7.2 **SEALED PROPOSAL REQUIREMENTS:** The "**Required Response Form**" must be completed, signed and returned with your submitted proposal. To be considered, all proposals must be delivered in a sealed envelope, clearly marked with the words "Proposal Documents", Request for Proposal (RFP) number and the title of the RFP and received in the Procurement & Warehousing Services Department no later than the specified date and time for the Request for Proposal opening.
- 7.2.1 **PROPOSER'S RESPONSIBILITY:** It is the responsibility of the Proposer to be certain that all numbered pages of the RFP and all attachments thereto are received and all Addendum released are received prior to submitting proposal without regard to how a copy of this RFP was obtained.
- 7.2.2 **PROPOSAL SUBMITTED:** Completed proposal must be submitted in a sealed envelope with the RFP number and name clearly typed or written on the front of the envelope. Proposals must be time stamped in Procurement & Warehousing Services Department **on or before 2:00 p.m. ET on date due** for proposal to be considered. Proposals will be opened at 2:00 p.m. ET on date due. Failure to timely submit such proposal shall disqualify the Proposer and such proposal will be either returned to the Proposer or stored and unopened. NO FAXED PROPOSALS SHALL BE ACCEPTED. **The School Board of Broward County (SBBC) reserves the right to reject any proposal that fails to comply with these submittal requirements.**
- 7.2.3 **EXECUTION OF PROPOSAL:** Proposal must contain an original manual signature (**in blue ink**) of an authorized representative, who can bind the company to the requirements of the RFP, in the space provided on the Required Response Form. All proposals must be typewritten. It is requested that the submitted proposal follow the exact format as outlined in the RFP.
- 7.3 **SUBMITTAL OF PROPOSALS:** All Proposers are reminded that it is the sole responsibility of the PROPOSER to assure that their proposal is time stamped in **PROCUREMENT AND WAREHOUSING SERVICES on or before 2:00 p.m. ET on date due**. The address for proposal submittal, including hand delivery and overnight courier delivery, is indicated as: **7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351-6704**. The Proposer is fully and completely responsible for the payment of all delivery costs associated with the delivery of their proposal or related material. Procurement and Warehousing Services will not accept delivery of any proposal or related material requiring the School Board to pay for any portion of the delivery cost or the complete delivery cost. Prior to proposal submittal, it is the responsibility of the Proposer to be certain that all Addenda released have been received, that all Addendum requirements have been completed, and that all submittals required by the Addendum have been timely filed. (See General Condition 7.2.2)

7.0 GENERAL CONDITIONS

- 7.4 **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.
- 7.5 **IRREVOCABILITY OF PROPOSAL:** A Proposal may not be withdrawn before the expiration of 180 days from the date of Proposal opening.
- 7.6 **EVALUATION COMMITTEES AND PROPOSALS:** The Superintendent's Insurance & Wellness Advisory Committee will evaluate all responsive proposals and will conduct negotiations with the selected proposer(s) in accordance with Sections 119.071 and 286.0113, Florida Statutes.
- 7.7 **ADVERTISING:** In submitting a proposal, Proposer agrees not to use the results there from as a part of any commercial advertising without prior approval of the School Board.
- 7.8 **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 O, Disclosure of Potential Conflict of Interest and Conflicting Employment or Contractual Relationship**, with its proposal. Any employees identified by the Proposer when completing Attachment W should obtain legal advice as to their obligations and restrictions under Section 112.313 (3) and (7), Florida Statutes.
- 7.9 **INSURANCE:** Insurance Requirements are shown in Section 6.4 of this RFP. Proposer shall take special notice that SBBC shall be named as an additional insured under the General Liability policy including Products Liability. (Refer to the Special Conditions of the RFP for the threshold requirements)
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. All policies must remain in effect during the performance of the contract.
- 7.10 **PRIORITY OF DOCUMENTS:** In the event of a conflict between the documents, the order of priority of the documents shall be as follows:
- a) Any Agreement resulting from the award of this RFP; then
 - b) Addenda released for this RFP, with the latest Addendum taking precedence; then
 - c) The RFP; then
 - d) Awardee's proposal.
- 7.10.1 **DISPUTES:** In the event of any dispute or difference of opinion concerning the interpretation of the Agreement and any documents incorporated therein, the decision of SBBC shall be final and binding upon all parties.
- 7.11 **PATENTS & ROYALTIES:** Awardee(s), without exception, shall indemnify and save harmless The School Board of Broward County, Florida 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 The School Board of Broward County, Florida. If the Awardee(s) uses any design, device, or materials covered by letters, patent, or copyright, it is mutually understood and agreed without exception that the proposal prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.
- 7.12 **SPECIAL CONDITIONS:** The Superintendent or Designee has the authority to issue Special Conditions and Specifications as required for individual proposals. Any and all Special Conditions that may vary from these General Conditions shall have precedence.

7.0 GENERAL CONDITIONS

- 7.13 **ANTI-DISCRIMINATION:** The School Board of Broward County, Florida, prohibits any policy or procedure which results in discrimination on the basis of age, color, disability, gender 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 Director, EEO/ADA Compliance at 754-321-2150 or Teletype Machine (TTY) 754-321-2158.
- 7.14 **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.
- 7.15. **CANCELLATION:** In the event any of the provisions of this RFP are violated by the Awardee(s), the Superintendent shall give written notice to the Awardee(s) stating the deficiencies and unless deficiencies are corrected within five days (or as required), recommendation will be made to the School Board for immediate cancellation of the Awardee's contract.
- 7.16 **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 from the Director, Procurement and Warehousing Services. There shall be no partial assignments of this RFP including, without limitation, the partial assignment of any right to receive payments from SBBC.
- 7.17 **EXTENSION:** In addition to any extension options contained herein, SBBC is granted the right to extend any award resulting from this RFP for the period of time necessary for SBBC to release, award and implement a replacement RFP for the goods, products and/or services provided through this RFP. Such extension shall be upon the same prices, terms and conditions as existing at the time of SBBC's exercise of this extension right. The period of any extension under this provision **shall not be for a period in excess of six months** from (a) the termination date of a contract entered into as a result of this bid or (b) the termination date under any applicable period of extension under a contract entered into as a result of this bid.
- 7.18 **PURCHASE AGREEMENT:** This RFP, written Agreement will constitute the complete agreement. SBBC will not accept proposed terms and conditions that are different than those contained in this RFP, including pre-printed text contained on catalogs, price lists, other descriptive information submitted or any other materials. By virtue of submitting a proposal, Awardee(s) agrees not submit to any SBBC employee, for signature, any document that contains terms and conditions that are different than those contained herein and that in the event any document containing any term or condition that differs from those contained herein is executed, said document shall not be binding on SBBC.
- 7.19 **MINORITY/WOMEN BUSINESS ENTERPRISE (M/WBE) CERTIFICATION/PARTICIPATION:** SBBC has implemented a Minority/Women Business Enterprise (M/WBE) Program as part of the SBBC's competitive solicitation and contracting activity in accordance with School Board Policy 7007-A Administrative Procedures for The School Board of Broward County, Florida's Supplier Diversity & Outreach Program. The purpose of the program is to utilize available minority and women businesses within the Board's market area to compete for the award of SBBC construction and purchasing contracts. M/WBE vendors utilized for this contract must be certified by SBBC's Supplier Diversity & Outreach Program Office prior to submission of bid proposal. For information on M/WBE Certification, contact SBBC's Supplier Diversity & Outreach Program at 754-321-0550 or <http://www.broward.k12.fl.us/supply/sdop/index.html>.

7.0 GENERAL CONDITIONS

7.20 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 ITB 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.**

As of 7/01/15, Fieldprint, Inc. 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 Project Coordinator at 754-321-1830 or 754-321-2374. **Each individual, for whom a SBBC photo identification badge is requested, must be registered into the Fieldprint, Inc. applicant enrollment website.** 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. **Applicant enrollment and scheduling website is www.fieldprintflorida.com.** The total fee(s) for the SBBC photo identification badge, fingerprinting and a FBI background check can be found at the following website: http://www.broward.k12.fl.us/police/pdf/secclle/FIELDPRINT_CODES.pdf. 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: Fieldprint, Inc., 600 S.E. 3rd Avenue, Fort Lauderdale, Florida 33301.

7.21 PROTESTING OF BID 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. ET 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 SBBC 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 SBBC Policy 3320, shall be filed at the office of the Director, Procurement and Warehousing Services, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351-6704 (fax 754-321-0936). Fax filing will not be acceptable for the filing of bonds.

7.0 GENERAL CONDITIONS

7.22 **POSTING OF BID RECOMMENDATIONS/TABULATIONS:** RFP Recommendations and Tabulations will be posted in Procurement and Warehousing Services and on www.demandstar.com on **March 22, 2017 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 Procurement and Warehousing Services 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. ET 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 Bid opening amending or supplementing the Bid 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 Proposer 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 School 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 SBBC 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, Procurement and Warehousing Services, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351-6704 (fax 754-321-0936). Fax filing will not be acceptable for the filing of bonds.

7.23 **AUDIT AND INSPECTION OF AWARDEE'S DOCUMENTS AND RECORDS:** The District or its representative reserves the right to inspect and/or audit all the Awardee's documents and records as they pertain to the products and services delivered under this agreement. Such rights will be exercised with notice to the Awardee to determine compliance with and performance of the terms, conditions and specifications on all matters, rights and duties, and obligations established by this agreement. Documents/records in any form shall be open to the District or State's representative and may include but are not limited to all correspondence, ordering, payment, inspection, and receiving records, contracts or sub-contracts that directly or indirectly pertain to the transactions between the District and the Awardee(s). (See Special Conditions of the RFP)

7.24 **NONCONFORMANCE TO CONTRACT CONDITIONS:** Services offered may be audited for compliance with RFP conditions and specifications at any time. Services not conforming to RFP specifications shall be corrected and performed again to meet the specifications of the RFP at the expense of the Awardee. Services not delivered as per delivery date in RFP and/or Purchase Order may be rejected upon delivery and/or may be purchased on the open market. Any increase in cost may be charged against the Awardee. Any violation of these stipulations may also result in:

- a) Cancellation and default of contract;
- b) For a period of two years, any proposal submitted by vendor will not be considered and will not be recommended for award.
- c) All departments being advised not to do business with vendor.

7.0 GENERAL CONDITIONS

- 7.25 **CONE OF SILENCE:** Any proposer, or lobbyist for a proposer, is prohibited from having any communications (except as provided in this rule) concerning any solicitation for a competitive procurement with any School Board member, the Superintendent, any Evaluation Committee Member, or any other School District employee after Procurement and Warehousing Services releases a solicitation to the General Public. All communications regarding this solicitation shall be directed to the Purchasing Agent identified in this competitive solicitation or his/her designee or such other person identified, in writing, by Procurement and Warehousing Services. This "Cone of Silence" period shall go into effect and shall remain in effect from the time of release of the solicitation until the contract is awarded by the School Board. 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 GG as well as School Board Policy 1007, Section 5.4 – Campaign Contribution Fundraising. **Any vendor or lobbyist who violates this provision shall cause their Proposal (or that of their principal) to be considered non-responsive and therefore be ineligible for award.**
- 7.26 **TERMINATION:** This contract award may be terminated with or without cause by SBBC during the term hereof thirty (30) days after the Superintendent gives written notice to the other parties that a recommendation will be made to the School Board for the contract award's termination.
- 7.27 **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 bid agreement, or to directly negotiate/purchase per School Board policy and/or State Board Rule 6A-1.012, as currently enacted or as amended from time to time, in lieu of any offer received or award made as a result of this bid if it is in its best interest to do so.
- 7.28 **PURCHASE BY OTHER PUBLIC AGENCIES:** With the consent and agreement of the awarded contractor(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.
- 7.29 **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 affect any other provision and this RFP shall be considered as if such invalid, unlawful, unenforceable or void provision had never been included herein.
- 7.30 **DISTRIBUTION:** DemandStar by Onvia, www.demandstar.com, is the official method approved by Procurement and Warehousing Services 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 bid 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.
- 7.31 **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 School Board Members, Superintendent or Members of Senior Management, the group, association, organization or business interest she/he is representing.
- a) 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.
 - b) A lobbyist is not considered a person representing school-affiliated groups (e.g., PTA, DAC, Band Booster Associations, etc.) nor a public official acting in her/his official capacity.
 - c) Lobbyists shall annually (July 1) disclose in each instance and for each client prior to any lobbying activities, their identity and activities by completing the lobbyist statement form which can be obtained from Official School Board Records, School Board Member's Offices or the Superintendent's Office and will be recorded on The School Board of Broward County's website, www.browardschools.com.

7.0 GENERAL CONDITIONS

- d) 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.
- e) Senior-level employees (Salary Band C/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.

7.32 **CONFIDENTIAL RECORDS:** The Awardee 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 valid consent is obtained from the 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.

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

7.33 **PUBLIC INSPECTION OF PROPOSALS:** Pursuant to Section 119.071 (1)(b), Florida Statutes, responses received as a result of this RFP shall be exempt from public inspection and copying until thirty (30) days after the opening of the proposals or until posting of the recommendation for intended award, whichever is earlier. If SBBC rejects all proposals and concurrently provides notice of its intent to reissue the competitive solicitation, the rejected proposals shall remain exempt from public inspection and copying until such time as SBBC posts notice of an intended decision concerning the reissued competitive solicitation or until SBBC withdraws the reissued competitive solicitation.

If a Proposer contends that any portion of its response to the RFP is confidential and exempt from public inspection and copying, it is the Proposer's responsibility to clearly label each such portion of its proposal as confidential and specify the applicable statutory exemption from public inspection and copying on such portion(s) of its proposal. Confidential or exempt portions of any proposal must also be submitted in a separate sealed envelope and marked as such. A failure by the Proposer to prepare and label the confidential or exempt portions of its proposal in the manner specified in this section of the RFP shall constitute a waiver by Proposer of any applicable exemptions from disclosure or any confidential status including ones that may be applicable to trade secrets under Florida law.

SBBC will promptly provide a Proposer's contact person with written notice if a public records request has been made for any portions of Proposer's response to the RFP. SBBC will provide for the inspection or copying any non-exempt portions of any proposal in its possession in accordance with applicable law. If a Proposer wishes to preclude the inspection or copying of any non-exempt portions of its response to the RFP or if a dispute exists as to whether such portions are entitled to an exemption, the Proposer must obtain a protective order from a court of competent jurisdiction prohibiting the inspection or copying of the requested materials. The failure to timely initiate such legal proceedings shall constitute a waiver by the Proposer of any applicable exemption or confidential status of the requested materials. By submitting a response to this RFP, the Proposer agrees to waive any cause of action or claim for damages it may have against SBBC for its release of records in response to a public records other than those that are prepared and labeled as confidential or exempt as described in this section. The Proposer agrees to hold SBBC harmless from any award to a plaintiff for damages, costs or attorney's fees based upon SBBC's non-disclosure of portions of Proposer's response that have been prepared and labeled as confidential or exempt from public inspection and further agrees to reimburse SBBC for any attorney's fees and costs it may incur in the defense of such non-disclosure.

7.0 GENERAL CONDITIONS

- 7.34 **SBBC INFORMATION SECURITY GUIDELINES:** It is the responsibility of the Awardee 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 Awardee's equipment and all access privileges must be revoked. Final payment will be withheld until the Awardee 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.
- 7.35 **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 shall 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 bid submitted in connection with such lower tier covered transactions.
- CERTIFICATION**
- a) The prospective lower tier participant certifies, by submission of this RFP, 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.
- b) 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 bid.
- 7.36 **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.
- 7.37 **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.
- 7.38 **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

- 7.39 **RE-RATING ENDORSEMENT:** Notwithstanding any provision in the Agreement between SBBC and Awardee to the contrary:
- 7.39.1 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: Director, Benefits & Employment Services, SBBC, 7770 W. Oakland Park Boulevard, 1st Floor, Sunrise, Florida 33351.
- 7.39.2 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.
- 7.39.3 Notice by an Awardee(s) of intent to effect any change in consideration shall thereby entitle SBBC to cancel the Agreement without penalty.
- 7.40 **PRICE REDUCTIONS:** If, from date of RFP opening, the Awardee either proposes the same service(s) 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.
- 7.41 **SBBC's CONSULTANT:** Gallagher Benefit Services, Inc. will be providing consultant services to SBBC in relation to this RFP. The Cone of Silence, General Condition 7.25, is hereby lifted when a representative from Gallagher Benefit Services contacts the Proposer for clarification issues or comments written in your submitted proposal. The Cone of Silence shall resume once the clarification issue has been answered. The word "clarification" shall mean the action of making a statement or situation less confusing and more comprehensible
- 7.42 **PROPRIETARY INFORMATION:** Pursuant to Chapter 119, Florida Statutes, bids received as a result of this RFP shall not become public record until thirty (30) days after the date of opening or until posting of the recommendation for award, whichever occurs first. Thereafter, all RFP documents or other materials submitted by all Proposers in response to this RFP shall be open for inspection by any person and in accordance with Chapter 119, Florida Statutes. To the extent a Proposer asserts any portion of its proposal is confidential and exempt, long with specific citations of the Florida Statutes establishing the confidentiality or exemption. Failure to identify the portions of the proposal claimed to be exempt or the specific statutory authority establishing the exemption shall be deemed a waiver by the Proposer that any unidentified portion of the proposal is confidential or exempt from disclosure under Chapter 119, Florida Statutes.

Should a public records request for RFP documents or other materials submitted by a Proposer be submitted, SBBC shall notify the contact person identified in the proposal of the request in writing. The notice provided shall indicate that requested materials shall be produced unless, within ten (10) calendar days of the date of the written notification, the Awardee initiated an action in a court of competent jurisdiction to obtain an injunction or protective order prohibiting the release of the requested materials. Awardee shall name the party requesting the materials as a defendant and shall not name SBBC as a party to the action. Awardee agrees to hold SBBC harmless from any award to a plaintiff for damages, costs or attorney's fees based on nondisclosure of information asserted to be confidential and exempt. Failure to timely initiate the action shall be deemed a waiver by the Awardee that the requested information is confidential and exempt. Awardee agrees to waive any cause of action it may have against SBBC for the release of materials pursuant to a public records request except those based on the intentional or grossly negligent conduct of any employee of SBBC. Submission by a Bidder in response to this RFP shall be deemed as Bidder's consent to the foregoing conditions.

ATTACHEMNT A

Questionnaires

A1 – Medical 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.

ATTACHMENT A1

Medical Questionnaire

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

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

Medical Questionnaire

- If you are proposing on a **medical and pharmacy integrated model**, complete Attachment A1 – Medical Questionnaire and Attachment A2 - Pharmacy Questionnaire.
- If you are proposing on a **stand-alone pharmacy model**, complete Attachment A2 only.

Experience and Qualifications Section

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	
High Deductible Health Plan with a Health Savings Account	
Self-Funding/ ASO Services	
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

	1/1/2014	1/1/2015	1/1/2016	YTD 1/1/2017
Commercial Enrollment				
Medicare Enrollment				
Medicaid Enrollment				
Wellness/Disease Management				
Other Enrollment				
Total Enrollment				

b.) Florida Enrollment

	1/1/2014	1/1/2015	1/1/2016	YTD 1/1/2017
Commercial Enrollment				
Medicare Enrollment				
Medicaid Enrollment				
Wellness/Disease Management				
Other Enrollment				
Total Enrollment				

Medical Questionnaire

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

	1/1/2014	1/1/2015	1/1/2016	YTD 1/1/2017
Commercial Enrollment				
Medicare Enrollment				
Wellness/Disease Management				
Medicaid Enrollment				
Other Enrollment				
Total Enrollment				

d.) Broward County Enrollment

	1/1/2014	1/1/2015	1/1/2016	YTD 1/1/2017
Commercial Enrollment				
Medicare Enrollment				
Wellness/Disease Management				
Medicaid Enrollment				
Other Enrollment				
Total Enrollment				

5. What percent of your Florida enrollment in 2015 and 2016 is from public sector clients? What percentage is fully-Insured vs. self-funded?

Florida Enrollment	Total Enrollment	2015 % of Public Sector	2016 % of Public Sector	Percent of Fully-Insured	Percent of 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
1.							
2.							
3.							
4.							
5.							

Medical Questionnaire

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
1.							
2.							
3.							

8. Detail any mergers/acquisitions and outcomes involving your organization, which have occurred in the last 12-month period, and any which are planned for the next 12 to 24 months.
9. Describe Proposer's past performance and experience, specifically for groups with over 10,000 employees.
10. List the name and purpose of all subcontractors who will be assigned to this project
11. 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.

Scope of Services

12. 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).
13. Has your organization had a negative audit finding during a client audit in the past five (5) years Yes___ No___ If yes, please summarize findings and resolution.
14. Confirm your organization can administer all current benefits and the sample alternative High Deductible Health Plan with a Health Savings Account? 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. If you are proposing a Medicare product as an option, please provide a detailed outlined of the benefits that would be covered.
15. 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

Medical Questionnaire

16. 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
 - Carve out advanced imaging Services
 - 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
 - Offer a Medicare Advantage or Medicare Supplement Plan
17. 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 fees/cost for such services.
18. Describe, in detail, your passport services for eligible kids living out-of-network service area? What is your criteria for kids to be eligible for passport services?
19. 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 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?
20. Does your organization have the capabilities of placing/provider kiosk onsite at SBBC administration buildings? Yes___ No___ If yes, is there any cost?
21. If you have the Kiosk capabilities, what services are provided and how do you protect member's privacy.
22. Have you been able to report and ROI on the uses of these kiosks?
23. What services are provided through your telehealth provider?
24. How do you ensure members privacy when utilizing a telehealth provider?
25. How are telehealth claims processed?
26. What has been the ROI on the usage of the telehealth services?
27. Do you charge an additional administration fee for telehealth services? Yes ___ No ___ If yes, are charges waived if the member is referred to an Urgent Care Facility or Emergency Room?

Note: Questions 28 through 52 specifically relate to Behavioral Health. Beginning with Question 53, questions relate back to medical and or general-type questions.

28. Provide a complete listing of EAP services included in your Proposal for both internal and external services.
29. Provide a complete listing of all limitations and exclusions to the Behavioral Health/Substance Abuse programs.

Medical Questionnaire

30. 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 ___
31. 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.).
32. 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).
33. Will you allow Employee Assistance Programs (EAP) to be provided by another firm at SBBC's discretion?
Yes ___ No ___
34. Where is your clinical staff located that will provide services to SBBC?
35. What is the ratio of clinical staff to members (MD, PhD, LCSW, LMFT, LMHC and ARNP)?

Clinical Staff	Ratio of Staff to Members
MD	
PHD	
LCSW	
LMFT	
LMHC	
ARNP	

36. Describe the types of illness/diagnoses the case management program supports.
37. Will SBBC employees have access to 24-hour crisis intervention services or 24-hour nurse on duty services? Yes ___ No ___ If no, what are the hours?
38. Does your case management program provide patient-specific information back to the patient's Primary Care Physician?
Yes ___ No ___
39. Describe your procedures and processes for integration of the SBBC internal EAP. Can the SBBC EAP directly refer a member to a Behavioral Health/Substance Abuse care provider? Yes ___ No ___ If no, describe the process for the SBBC EAP to obtain authorization for services.
40. Outline the process for patients to appeal treatment recommendations, as well as how you manage clinical differences between the EAP and your organization.
41. Can an employee have direct access to a Behavioral Health/Substance Abuse care provider on a self-referral basis? Yes ___ No ___ If yes, are there any limitations?
42. Will you provide education and educational material to facilities/provider and SBBC employees regarding available Behavioral Health/Substance Abuse programs? Yes ___ No ___ If yes, describe.
43. How would a member access non-life threatening Behavioral Health? How would a member access emergency care or psychiatric evaluations?

Medical Questionnaire

44. 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?

	% with evening hours	% with weekend access
MD		
PHD		
LCSW		
LMFT		
LMHC		
ARNP		

45. Describe the procedures that SBBC employees will follow to obtain an appointment to access needed care.

46. Under what circumstances and how frequently are new Behavioral/Substance Abuse Health network providers added to the network? Are you willing to add currently highly utilized providers that are not in your network? Yes__ No__

47. 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?

48. How many visits are included in the initial authorization for EAP? How long are these authorizations valid?

49. 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__

50. Describe detoxification services for alcohol and other substances.

51. Does this service include ambulatory detoxification through MDs? Yes ____ No ____

52. Do you have a network management provider services department that specifically assists with Behavioral Health/Substance Abuse provider issues? Yes__ No__

53. 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.

54. 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.

- 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.
- Number and percentage of employees with two Pediatricians within five miles of the employee's zip code.
- Number and percentage of employees with two OB/GYNs within five miles of the employee's zip code.

Medical Questionnaire

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	CD*	HMO	CD*	HMO	CD*	HMO	CD*
Broward								
Miami-Dade								
Palm Beach								

* CD = Consumer Driven

55. Do you have any arrangements or capabilities in place today, with provider(s) to have work onsite visits performed by physicians or nurse practitioners? Yes___ No___ If yes, what type of services can be performed at SBBC locations.
56. Provide an electronic copy (on a diskette or CD, in a usable Excel format) of your most up-to-date provider 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.
57. Complete and attach **Attachment T** Top Utilized Physicians/Providers (in a useable Excel format) for the top utilized providers. Have you completed Attachment T? Yes___ No___
58. Have there been any changes to your South Florida (Broward, Miami-Dade and Palm Beach Counties) hospital network in 2014, 2015, or 2016? Yes ___ No ___ If Yes, explain.
59. 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 and nationally?
60. 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.
61. Provide a list of PCPs and Specialists in South Florida (Broward, Miami-Dade and Palm Beach) that are closed to new members.
62. Indicate your contract status for your top 10 hospital providers (by number of admissions) as well as your top 10 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				

Medical Questionnaire

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				
7					7				
8					8				
9					9				
10					10				

63. How frequently may members be permitted to change PCPs upon request? Daily ___ Monthly ___ Quarterly ___ Annually ___ Other ____

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

65. 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	Consumer Driven	HMO	Consumer Driven	HMO	Consumer Driven
Allergy & Asthma						
Cardiologists						
Cardiovascular Surgeons						
Chiropractors						
Dermatologists						
Endocrinologists						
ENT						
Gastroenterologists						
General Surgeons						
Geriatricians						
Hematologists						

Medical Questionnaire

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						

66. Will your network allow participating dependents to select a PCP and access local providers if the dependent resides in another location and you have a network available in that location? Yes ___ No ___
67. Is your HMO network national or local? National___ Regional___ 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 ___ Do you have a student passport type of program for out-of-area students? Yes ___ No ___
68. Complete the following tables for Broward, Miami-Dade, and Palm Beach Counties for both your HMO and Consumer Driven networks.

HMO Network 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					

HMO Network 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							

Medical Questionnaire

Consumer Driven Network 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					

Consumer Driven Network 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							

69. Is member satisfaction information linked to physician compensation? Yes ___ No ___ If yes, how?
70. 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? Yes ___ No ___ If yes, please describe. How are hospital-based physician reimbursed for services?
71. Does the HMO network you are proposing allow for direct access to network specialists or is it a "gatekeeper" network?
72. What is the cost impact as a percentage of claims for gatekeeper versus non-gatekeeper models?
73. Can patients self-refer to Pediatricians or select a Pediatrician as PCP? Yes ___ No ___
74. 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 ___
75. Is your organization willing to contract with physicians not in your network who are currently contracted with Aetna/Coventry? Yes ___ No ___ If yes, are you willing to place a performance guarantee around the contracting efforts? Yes ___ No ___ If yes, explain the performance guarantee.
76. 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. Please 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.
77. Provide your physician turnover rates for South Florida (Broward, Miami-Dade and Palm Beach) for 2014, 2015 and 2016. Complete the table using the number of physicians who terminated, separated by a backslash with the total

Medical Questionnaire

physician count in that specialty. For example, if 5 Adult Primary Care physicians terminated in total out of a total 200, show 5/200.

Provider Type HMO Network	2014		2015		2016	
	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						
Pulmonologists						
Rheumatologists						
Urologists						

Medical Questionnaire

Provider Type Consumer Driven Network	2014		2015		2016	
	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						
Pulmonologists						
Rheumatologists						
Urologists						

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

Medical Questionnaire

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

81. How and when do you audit your network to determine if the access standards are met? Provide a copy of your most recent report.
82. What percentage of your network physicians offer expanded office hours? How is this information communicated to members?

	Type of Provider	% with Evening/Hours	% with Weekend Hours
Primary Care Physician			
Pediatricians			
OB/GYN			
Specialists			

83. 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?
84. 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 ___ If yes, for how long?
85. 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.
86. 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

Medical Questionnaire

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

Provider Type HMO Network	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			

Consumer Driven Network 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			

Medical Questionnaire

Mammogram Facilities			
Occupational Therapists			
Outpatient Laboratories			
Physical Therapists			
Radiology Centers			
Rehabilitation Facilities (Inpatient)			
Skilled Nursing Facilities			
Speech Therapists			
Urgent Care Facilities			

88. How do you measure the overuse of tests, treatments and procedures? How do you measure the underuse of tests, treatments and procedures?
89. Do you offer a high quality / low cost network of hospitals and physician? Yes___ No___ If yes, provide the quality and cost indicators employed to designate high quality hospitals/ physicians.
90. How does your care management program(s) align with your ACO, narrow network 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?
91. What distinguishes your ACO, narrow network or similar program/model from your competition?
92. What tools are used to measure and assess the financial impact of an ACO, narrow network or similar program/model? On average, what have been the financial impacts your company has seen in South Florida? Specifically to the end user?
93. Is there any cost/charges to SBBC in order for employees to receive care from an ACO, narrow network or similar program/model? Yes___ No___ If yes, what are the costs and how will it work?
94. When would SBBC realize a cost savings from implementing the ACO, narrow network or similar program/model? How would savings being shared between the parties (i.e. ACO, your company and SBBC)?
95. How and whom funds the incentive for the providers that participate in an ACO, narrow network or similar program/model?
96. Can you create a customized program for SBBC if they wanted to incent members to use a particular ACO, narrow network or other provider(s) accepting bundled payments or shared-risk, who are not part of your ACO, network or provider group? Yes___ No___
97. Can your organization support SBBC in incenting members or steering care to different places of services or similar program/models providers? Yes ___ No ___ If yes, can you track the utilization from SBBC and/or member perspective?

Medical Questionnaire

98. What studies are underway at your organization to understand the quality and cost effectiveness of your ACO, narrow network or similar program/models and/or pilots?
99. 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? Yes___ No___ Can data be shared with carved out vendors? Yes___ No___
100. Describe how you use advanced technology to improve care management. What technology resources are available to SBBC and/or members?
101. Do you offer members online capabilities or a mobile application? Yes___ No___ If yes, Identify capabilities
102. Can you administer SBBC custom program with local hospital system? Yes ___ No ___ Are there any limitations? Yes___ No___ If yes, explain limitations.
103. List the Behavioral Health/Substance Abuse facilities under contract in South Florida (Broward, Miami-Dade and Palm Beach Counties).

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

104. 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			

105. What percentage of your contract physicians are board certified in Psychiatry? _____ %
106. What was the turnover rate of your Behavioral Health network in 2014, 2015 and 2016? Break down the turnover rate by MD, PhD, LCSW, LMFT, LMHC and ARNP for each year.

	2014	2015	2016
ARNP			
LCSW			
LMFT			

Medical Questionnaire

LMHC			
MD			
PhD			

107. Are changes to your network pricing planned for 2015, 2016, and 2017? Yes___ No___
108. 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? Yes___ No___
109. 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?
110. 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?
111. 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.
112. 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. 113. 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):	

113. Describe your organization's policies regarding your "Centers of Excellence" program. Is the program voluntary or mandatory? Voluntary ___ Mandatory ___
114. Provide the criteria used to obtain the designation and the crediting body for your "Centers of Excellence".
115. What is your readmission rate related to surgery?

Nationally	
South Florida	

116. What is your infection rate for surgery and for medical care?

Nationally	
South Florida	

117. Does your organization use incentives to encourage members to seek out minimally invasive surgical providers (MIP) within their network? Yes___ No___ If yes, please explain.

Medical Questionnaire

118. 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.
119. Will your organization provide information directly to the plan participant to make provider selections that are cost effective for the plan? Yes___ No___ If yes, please explain.
120. Will your organization work with the network providers who deliver the most efficient surgical care? Yes___ No___ If yes, please explain.
121. Does your organization offer incentives to network providers to encourage a minimally invasive procedures (MIP) technique over open surgery? Yes___ No___ If yes, please explain.
123. Has your organization demonstrated success (or experience) working with other employers to improve surgical quality through a focus on minimally invasive procedures (MIP)?
124. 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 2016, 2017, and 2018?
125. What quality, cost, satisfaction and outcome data is available for both SBBC 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 2016, 2017, and 2018?
126. 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.
127. Where is the network management/provider services staff that services your South Florida network located?
128. 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?
129. Describe how your organization will ensure that providers in your network refer to network facilities and other network providers?
130. 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.
131. What is your average lag time for claims?
132. Are eligibility and claims administered on the same system? Yes___ No___ If no, how are these functions integrated?
133. Provide the location where claims and eligibility will be processed for SBBC.
134. Will SBBC have a dedicated team for eligibility, claims and customer service? Yes___ No___
135. 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

Medical Questionnaire

136. Will you provide SBBC with an eligibility contact person for eligibility file issues and questions? Yes___ No___
137. What eligibility responsibilities does your organization expect SBBC to perform?
138. How do you verify members' age under of the plans, including the Kids Plan?
139. Are network contracts/fee schedules loaded into your claims administration system or must claims be submitted elsewhere for re-pricing?
140. Can your claims adjudication process block J Codes (except for neoplastic drugs from oncologists/hematologists) from processing? Yes___ No___ How does your organization propose to educate your network on this process?
141. What percentage of your claims are submitted electronically by facilities? By physicians?
142. What percentage of your claims submitted by facilities are auto adjudicated? ____% By physicians? ____%
143. 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.
144. Describe your explanation of benefits (EOB) process for HMO and Consumer Driven and if these are available hard copy and/or online. Is there any flexibility? Yes___ No___ What is included on the EOB statements?
145. Will you process run-out claims after plan termination? Yes ___ No ___ If yes, for how long? ___ At what cost?
146. What access will SBBC auditors have to claims and administrative data necessary to complete an annual audit? Describe any limitations.
146. Are you willing to allow access to a full claims audit, at your expense, in the event of significant performance issues? Yes ___ No ___
148. 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.
149. Provide details regarding your organization's claims processing performance for the most recent year for HMO and Consumer Driven plans.

	% within days	% within days
Clean claims processed within 10 days	% within days	% within days
Clean claims processed within 30 days	_____ Business Days	_____ Business Days
Average days turnaround		
Coding accuracy		
Financial accuracy		

150. Describe how a claims history is maintained for members who utilize both in and out-of-network services.
151. In one page or less, describe how you review, edit and process claims. Describe how your services are unique in the industry.

Medical Questionnaire

152. What categories of edits do you have? (e.g., NCCI, Assistant Surgery, etc.)
153. Describe your claims editing software (i.e., third-party, proprietary). How was it developed? How is it used?
154. 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
155. What percentage of services were denied for medical necessity in 2014, 2015 and 2016? 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.

	2014	2015	2016
% Denied			
% Appealed			
Subsequently Approved			

156. Who is responsible for reviewing claim payment for correctness? Is this an internal or external process? Internal____ External____, Is there a charge for this? Yes ____ No ____ If yes, what is the cost?
157. How often do you conduct onsite visits to physicians to explain contracts and contract changes?
158. Is your provider credentialing process conducted in-house or delegated to another organization? In-House____ Delegated____ If delegated, provide name of the organization and how long the functions have been delegated.
159. Do credentialing policies and procedures meet accreditation standards? Yes ____ No ____ If yes, what accreditation organization?
160. How long does it take to credential a new physician? How often does your Credentialing Committee meet?
161. How often do you re-credential network providers?
162. Between re-credentialing cycles, do you conduct ongoing monitoring of practitioner sanctions, complaints and quality issues? Yes ____ No ____ If yes, how often?
163. How many physicians have you terminated from your South Florida (Broward, Miami-Dade, Palm Beach) network in 2015 and 2016 that failed to maintain credentialing standards and how many have been terminated due to quality assurance reasons?
164. 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.
165. 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.
166. With respect to your overall member contact rates:
- (a) In a 12 month period, what percentage of members are "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

Medical Questionnaire

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 stay 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?)
167. 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
168. 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
169. Is your Utilization Management (UM) service located in your claims office? Yes ____ No ____ If no, where is it located?
170. What is the size of the UM staff in the claims office that you are proposing for SBBC?
171. Do you have a physician on staff to intervene on "problem" admissions or certifications? Yes ____ No ____
172. Describe the employee's responsibility for compliance with UM programs, in-network, out-of-network, and out-of-area.
173. Are your utilization review service/requirements different in any way for in-network, out-of-network, or out-of-area participants?
174. Provide a list of services that require pre-authorization or pre-notification.
175. Do providers have access to your coverage positions or clinical guidelines? How?

Medical Questionnaire

176. Are network providers at risk for not following your Medical Management Program? Yes ____ No ____
Please explain.
177. Describe how inpatient utilization is managed. Specially address after hours, emergency, in and out-of-network.
178. Is inpatient census reviewed on a daily basis? Yes ____ No ____ If no, how often?
179. How do you communicate with patients and family members regarding length of stay and discharge planning?
180. In two pages or less, describe your Case Management Program.
181. Provide a copy of the appeals/denial case management process. Provide documentation to demonstrate when/how these protocols are shared with providers and members.
182. How many Case Managers do you have per 100,000 members? How many active cases per case manager? Average length of case?
183. Are there any cases the Case Management Program will not manage? Yes ____ No ____ If yes, describe.
184. Do members in Case Management have a consistent Nurse Manager presiding over each case? Yes ____ No ____
185. How is clinical progress communicated to patients and physicians?
186. Describe how providers and members are made aware of Case Management.
187. Do you report your Case Management results? Yes ____ No ____ If yes, include samples.
188. What are the minimum qualifications for Clinical Case Managers and Utilization Management staff?
189. Specify your experience for your population in 2014, 2015, and 2016 by plan type for Medical (non-BH/SA) inpatient services:

2016	Days/1000 members		ALOS In-Network		Cost per day In-Network		ALOS TOTAL		Cost per day TOTAL	
	HMO	CD	HMO	CD	HMO	CD	HMO	CD	HMO	CD
Medical/Surgical										
Maternity										
Neonatal										
Intensive Care										
CCU/PCU										
Total										

CD=Consumer Driven

Medical Questionnaire

2015	Days/1000 members		ALOS In-Network		Cost per day In-Network		ALOS TOTAL		Cost per day TOTAL	
	HMO	CD	HMO	CD	HMO	CD	HMO	CD	HMO	CD
Medical/Surgical										
Maternity										
Neonatal										
Intensive Care										
CCU/PCU										
Total										

2014	Days/1000 members		ALOS In-Network		Cost per day In-Network		ALOS TOTAL		Cost per day TOTAL	
	HMO	CD	HMO	CD	HMO	CD	HMO	CD	HMO	CD
Medical/Surgical										
Maternity										
Neonatal										
Intensive Care										
CCU/PCU										
Total										

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

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

192. Describe your medical protocols to determine:

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

193. Provide the total number of encounters, for South Florida (Broward, Miami-Dade and Palm Beach Counties), for Behavioral Health and Substance Abuse services in 2012, 2013, and 2014. Complete tables below.

Outpatient-Visits/1,000 Members						
	2014 Visits/1,000	2014 Average Cost Per Visit	2015 Visits/1,000	2015 Average Cost Per Visit	2016 Visits/1,000	2016 Average Cost Per Visit
Psychiatric						
PHD						
MD						
MS						
RN						

Medical Questionnaire

Alcohol/Sub- stance abuse						
PHD						
MD						
MS						
RN						
Total						

194. Provide the number of your encounters, for South Florida (Broward, Miami-Dade and Palm Beach Counties), for EAP Services in 2014, 2015 and 2016. Use chart below.

Employee Assistance Program	2014	2015	2016
Visits/1,000 lives			
Percent of covered lives that sought services			
Average number of visits per EAP participant			

195. 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?
- b. Patient identification. What percentage of members are identified for intervention?
 - i. Through claims
 - ii. Through other programs (case management, wellness coach)

196. 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.

197. Is there additional metrics that we are not capturing in this section? Yes___ No___ If yes, please feel free to add some other information about your program that, in general, makes your program stand out among the competition.

198. 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?

199. Is your disease management group in house? Yes___ No___ If no, how does your subcontractor access patient benefits, eligibility, data, etc.

200. Describe in one page or less how different parts of the clinical model capture and share information.

Medical Questionnaire

201. 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?
202. 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, please feel free to add some other information about your program that, in general, makes your program stand out among the competition.
203. Complete the table below for each service your organization provides (check all that apply). Provide examples of your resources:

	DELIVERY MODE					OUTSOURCED VENDOR
Wellness Services	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						

204. Describe the medical staff and/or advisory board who are responsible for reviewing your wellness and disease management programs.
205. Describe your capabilities to manage wellness rewards and incentives. Provide examples of incentives and annual budget.

Medical Questionnaire

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

207. 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		

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

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

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

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

Medical Questionnaire

	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:						

212. 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)		
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		

213. List the total employer groups and total members your company provided Disease Management Programs to January 1, 2016 and January 1, 2017. Complete the table below:

Wellness	As of January 1, 2016		As of January 1, 2017	
	Employer Groups	Members	Employer Groups	Members
Nationally				
Florida				
South Florida (Broward, Miami-Dade, Palm Beach)				
Disease Management				
Nationally				

Medical Questionnaire

Florida				
South Florida				

214. 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?
215. What are your organization's criteria to discharge/disenroll a member?
216. Provide patient attrition rate (patient disenrolls) for 2015 and 2016 for each Disease Management Program offered.
217. 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.
218. Are patient's physicians notified of the Disease Management care plan? Yes___ No___ Progress or lack of progress?
219. 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.
220. How does your organization measure clinical impact of each Disease Management Program?
221. What conditions will be targeted as part of your proposed Disease Management Program? Are there additional cost for any of the targeted conditions?
222. How will you identify members for participating in your wellness program? Disease management program?
223. How many attempts are made to contract a member to participate in the wellness and/or disease management program?
224. In two pages or less, describe your Quality Assurance program.
225. 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.
226. Describe the process to share information with providers, facilities and hospitals.
227. What clinical studies were conducted in the past two years?
228. What interventions were put into place to improve outcomes as a result of the clinical studies?
229. Have any providers, facilities and hospitals in South Florida been sanctioned or terminated for quality reasons?
Yes ___ No ___ If yes, describe.
230. 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?
231. How do you track verbal and written complaints received by your organization?

Medical Questionnaire

232. 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 ____

233. How many verbal and written complaints were received per 1,000 members during 2014, 2015 and 2016?

Year	Number per 1000
2016	
2015	
2014	

234. 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 ____

235. Can your plan track and report on customer service activity? Yes ____ No ____

236. 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?

237. Describe the services and features members have access to on your website, mobile app, etc.?

238. How are providers instructed to handle members who have not yet been issued member ID cards?

239. Can you accommodate information from carve-out vendors for ID cards? Yes__ No__ Describe any requirements and limitations.

240. How many ID cards will be distributed per family?

241. Is there a charge for replacement cards? Yes ____ No ____ If yes, what is the charge?

242. What is your normal turnaround time for production and mailing of ID cards?

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

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

Member Service	Target Goal	2015 Actual Performance	2016 Actual Performance
Average Speed of Answer			
Average Length of Call			
First Call Resolution Rate			
Call Abandonment Rate			

Medical Questionnaire

245. 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.

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

247. Of all the claims identified in the prior question, what percentage of total providers in the network were involved?

248. 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?

249. How many providers are engaged when potential fraud and abuse is identified?

250. Of all the claims identified in the prior question, what percentage of total providers in the network were involved?

251. In one page or less, describe your patient fraud and abuse unit.

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

Medical Questionnaire

253. What percentage of claims submitted are determined to be “excessive”, “abusive”, or “of questionable need” from a provider perspective?
- number
 - dollars
254. Explain how you integrate patient abuse with provider abuse.
255. Provide a listing of your standard reports that will be provided to SBBC, and at what intervals these reports will be available.
256. 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?
257. Describe your implementation process if you are the Awardee(s), including significant deliverables, project manager and timelines for an implementation date of January 1, 2018.
258. 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.
259. A description (including any report samples) of the services you can provide SBBC to fund, monitor and reconcile the self-funding account.

Cost of Services

260. What is your overall network pricing as compared to prevailing Medicare reimbursement for hospitals? for physicians?
261. Do any network contracts include outlier provisions? Yes___ No___ If yes, explain.
262. Provide hospital cost data for **Broward County Only**.

	2014		2015		2016	
	HMO	Consumer Driven	HMO	Consumer Driven	HMO	Consumer Driven
Average cost per admission						
Average cost per day						
Average discount level						
Average length of stay						
Days per 1000						
Admissions per 1000						

Medical Questionnaire

263. Indicate your current 2016 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						
Transplant Services						
Urgent Care Center						

Medical Questionnaire

264. Hospital Pricing Analysis for **Broward County Only**. Complete the following tables for hospital inpatient and hospital outpatient services based on 2016 data.

Hospital Inpatient

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

267. Provide your 2017 per member/per month claim (PMPM) claim cost for **Broward County** for each type of plan offered.

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

Medical Questionnaire

268. 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)		

ATTACHMENT A2

Pharmacy Benefit Management Questionnaire

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

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

If you are proposing on a **medical and pharmacy integrated model** or a **pharmacy benefit management stand-alone model**, Attachment A2 – Pharmacy Benefit Management Questionnaire is to be completed.

Experience and Qualifications Section

1. 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.
2. What company/individuals maintain equity in your PBM?
3. How long has your organization been administering PBM services?

Nationally	
Florida	
South Florida	

4. 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?
5. Provide the enrollment data as requested below:

NATIONAL ENROLLMENT	1/1/2014	1/1/2015	1/1/2016	1/1/2017
Commercial Enrollment				
Medicare Enrollment				
Medicaid Enrollment				
Other Enrollment				
Total Enrollment				
FLORIDA ENROLLMENT	1/1/2014	1/1/2015	1/1/2016	1/1/2017
Commercial Enrollment				
Medicare Enrollment				
Medicaid Enrollment				
Other Enrollment				
Total Enrollment				
SOUTH FLORIDA ENROLLMENT	1/1/2014	1/1/2015	1/1/2016	1/1/2017
(Broward, Miami-Dade, Palm Beach)				
Commercial Enrollment				
Medicare Enrollment				
Medicaid Enrollment				
Other Enrollment				
Total Enrollment				

Pharmacy Benefit Management Questionnaire

ATTACHMENT A2

6. What percent of your Florida enrollment in 2015 and 2016 is from public sector clients? What percentage is fully-Insured vs. self-funded?

Florida Enrollment	Total Enrollment	2015 % of Public Sector	2016 % of Public Sector	Percent of Fully-Insured	Percent of Self-Funded
Commercial Enrollment					
Medicare Enrollment					
Medicaid Enrollment					
Other Enrollment					
Total Enrollment					

7. 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
1.							
2.							
3.							
4.							
5.							

8. 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
1.							
2.							
3.							

9. Detail any mergers/acquisitions and outcomes 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. Describe Proposer's past performance and experience, specifically for groups with over 10,000 employees.

11. List the name and purpose of all subcontractors who will be assigned to this project

12. How many FTE's or full time employees work for your company? How many Pharmacists and how many of those are Pharm.D's.

13. Is your plan for-profit or not-for-profit? for-profit____ not-for-profit____, If not-for-profit, under which IRS code do you operate?

14. Does your company carry a fidelity bond? Yes ___ No ___ Please attach a copy of the policy face sheet.

- If yes, who is the underwriter?
- What is the expiration date of the policy?
- What are the limits and coverage for the policy?
- What is the deductible?
- What are the co-annual aggregate funds held for all clients?

15. Have claims been made against any of these policies within the past two years?

Scope of Services

16. Confirm your organization can administer all current benefits and the sample alternative High Deductible Health Plan with a Health Savings Account? 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. If you are proposing a Pharmacy Medicare product as an option, please provide a detailed outlined of the benefits that would be covered.

17. Confirm that annually the Awardee will pay the fees associated with an Rx Review process and for one RX audit during the initial term of the Agreement. Yes ___ No ___

18. Are the following plan design elements available:

- Calendar year deductible? Yes ___ No ___
- Calendar year deductible followed by percentage co-pay? Yes ___ No ___
- Calendar year deductible followed by percentage co-pay with an out-of-pocket maximum (single and family)? Yes ___ No ___
- Flat dollar co-pay generic, percentage co-pay brand? Yes ___ No ___
- OTC Drugs coverage as tier one or tier two? Yes ___ No ___
- Co-payment based on Lifestyle changes? i.e. cholesterol levels, weight loss, etc. Yes ___ No ___
- Three-tier co-pay: flat dollar for generic, flat amount or percentage for multi-source, flat amount or percentage for single source? Yes ___ No ___
- The greater of a flat dollar amount or percentage co-pay (e.g., greater of \$10 or 20%)? Yes ___ No ___
- Cash and carry reimbursement (managed indemnity)? Yes ___ No ___
- 100% member co-Pay at the point of sale (discount card)? Yes ___ No ___
- Four tier program with specialty Rx Yes ___ No ___
- Fifth Tier Program for lifestyle drugs Yes ___ No ___
- Separate deductibles within therapy classes Yes ___ No ___
- Co-payment based on quantity for certain products i.e. Bottles of Insulin, Pain Meds, PRN meds or any other medication where the dose may vary each day. Yes ___ No ___
- Mail order Co-pays at 2X retail, 2.5 X retail and 3 X retail available? Which do you recommend and why? Yes ___ No ___

19. Explain how out-of-network claims are processed. If extra charges explain what the charge are. Yes ___ No ___

20. Can pharmacies access your service representatives 24 hours/day? Yes ___ No ___ If no, what hours are available? Is a pharmacist available 24 hours a day? Yes ___ No ___ Explain any IVR system and how it works with the pharmacies.

21. Can certain drugs be limited to a specific diagnosis, specific specialty or require pre-authorization or step-therapy? Yes ___ No ___ Can certain drugs be limited to certain quantities and certain length of therapy? Yes ___ No ___
22. Is your pre-authorization process administered in-house or by a third party? In-House ___ Third Party ___ Do you have Administrative pre-auths and clinical pre-auths? Yes ___ No ___ How are they different? What are the charges for each? Yes ___ No ___
23. Can you administer plans that include non-Federal Legend (OTC) drugs? Yes ___ No ___ Can you place on first, second or third tier? Yes ___ No ___
24. Do you have the ability to provide a coordination of benefit (COB) provision? Yes ___ No ___ If yes, explain. Are there any charges for this process?
25. If a drug is denied or not covered explain how medical necessity is determined and then managed. Yes ___ No ___
26. How many Pharmacists do you currently employ? How many are Pharm.D's? What positions do they hold in the company? Please be specific. Differentiate clinical, account management and executive positions.
27. What is the fee per claim for paper claim filing? Describe the Paper claim process.
28. Do you have your own mail service prescription drug program? Yes ___ No ___ If yes, is it fully integrated with your retail network?
29. 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?
- a) Is the mail service plan integrated with your retail program for utilization review and reporting? Yes ___ No ___
- b) Is the mail service plan integrated with your retail program and eligible for formulary rebates? Yes ___ No ___
30. At what capacity are your mail services? If more than one location, give the capacity at each location.
31. Explain your disaster plan for your mail operation. Explain what will happen if your mail facility cannot process prescriptions.
32. Where is your mail service facilities located?
33. What is the guaranteed turnaround time for "clean" mail services prescriptions? Explain how the turnaround time is calculated? Date stamp on receipt or when it arrives in pharmacy? Please be specific.
34. What is the average turnaround time for "non-clean" Rx's? (those prescriptions that require an additional interaction)
35. How many Rx's go through your mail system each year? Please provide prescription accuracy percentages for your mail service program (please provide for the past 2 years). What strategies do you utilize to improve your accuracy going forward?
36. What standard usage percentage do you use for mail order refills? Explain why you use that percentage. Can this percentage be specified to SBBC? Yes ___ No ___

37. How do you determine days supply on topical products, insulin, PRN medications and any other medication where the dose can vary at each therapy occurrence for mail order?
38. What is the standard minimum and maximum days supply available through your mail order program? Can you fill a day Rx at mail and at retail? Yes ___ No ___
39. Do you support a 90 day at retail program? Yes ___ No ___ Please include your average pricing for this program including rebates.
40. Describe your Specialty Pharmacy Program including its integration with your traditional mail and retail programs. How would you integrate with SBBC's medical plan?
41. Please provide book of business pricing per unit and per day (and other specified information) for the past 6 months as of January 2017 for the top drugs contained in **Attachment C5** provide just the ingredient cost information- exclude rebates, dispensing fees, admin fees, co-pay's, and taxes. Did you complete **Attachment C5**? Yes ___ No ___
42. Maximum Allowable Cost (MAC) program
 - How is MAC pricing established?
 - Is MAC pricing the same or better at mail then retail
 - Are various MAC pricing levels available or do you have only one set of MAC pricing? Yes ___ No ___ If more than one explain why.
 - Of the total generics available on the market what percentage of those are on your MAC list.
 - How many drugs are on your MAC list? Define by number of GPI's and NDC's.
 - How is it updated? How frequently?
 - Provide full MAC list by GPN or GPI as outlined in **Attachment C6**. Did you complete **Attachment C6**? Yes ___ No ___
43. What is your MAC program baseline discount? Do you guarantee? Yes ___ No ___
44. How often does your MAC pricing baseline change? Be Specific.
45. Do you use a maximum reimbursement amount and is it different than a MAC? Explain how.
46. If claim is rejected is there any additional administrative charge and if so who is charged?
47. Do you utilize a U&C clause in your contracts with network pharmacies? Yes ___ No ___ If yes, do the claims still adjudicate through the system? Is the payor charged a dispensing fee? Yes ___ No ___
48. Do you have a U&C in the mail service? Yes ___ No ___ Is there a U&C with a 90 day at retail program? Yes ___ No ___
49. Describe how you work with the network pharmacies to increase generic utilization. Describe any incentives or fees paid to the network pharmacies to increase utilization.
50. In a MAC program, explain how DAW-1 and DAW-2 prescriptions are expensed to the Plan participant under:
 - A mandatory generic program.

- A non-mandatory generic program.
51. Under any circumstances does the patient get penalized if the pharmacy is out of stock of a generic under your mandatory generic program?
52. Which pricing guide do you use for brand AWP? How often do you update pricing in your system?
53. Does the contract pricing negotiated with pharmacies allow your organization to keep the differential between the contracted amount and the amount billed to the client (spread pricing)?
- If your organization keeps the differential, please identify the pricing your organization negotiates with the pharmacies in each of the respective networks under review.
54. Do you employ any negative spread in your retail brand discounts? Yes ___ No ___
55. Do you employ any negative spread in your retail dispensing fees? Yes ___ No ___
56. Does your mail service re-package any medications and then use a different NDC to increase reimbursement? Yes ___ No ___
57. What additional charges (ex. Clinical programs, ad hoc reports) are included in your proposal?
58. List your generic strategy and specific programs to encourage the use of generic medications. How will your company increase generic fill rates to take advantage of the multiple products going generic over the next three years?
59. Will you guarantee a generic utilization percentage? Yes ___ No ___ What data will you need to develop a guarantee? How long is the guarantee?
60. Do you have a step therapy program to increase generic penetration rates within certain therapy classes and if so what classes? Yes ___ No ___
61. Do the financial assistance programs that buy down the members co-pay get applied to the members out of pocket maximums and /or deductibles? Yes ___ No ___
62. How is your prescription formulary developed and administered?
63. Are the formularies based on the lowest cost prescriptions available? Yes ___ No ___ If no, describe how the financials are calculated into the preferred and non-preferred products.
64. Do you offer a closed formulary or generic only formulary? Yes ___ No ___
65. What types of open or restrictive formularies are available?
66. Do all drug manufacturers whose products are listed as preferred in your formulary provide rebates? Yes ___ No ___ What percentage of preferred products has rebates?
67. Do any non-preferred products get rebates? Yes ___ No ___ What percentage?
68. What percentage of total formulary products has rebates?

69. How are the rebates shared with the plan sponsor?
- Are the rebate dollars paid to the plan sponsor via check or are credits given retrospectively or prospectively?
 - Can you pay rebates at point of service?
 - Do You have a 100% pass through
 - Do you have a shared rebate program? Please describe.
 - Do you have a program where you retain rebates for administrative and or other fees?
70. Explain the structure and function of your Pharmacy and Therapeutics Committee. How often does your Pharmacy & Therapy (P&T) committee meet and how often does a therapy class get reviewed?
71. How do you report rebates to the client? Are audits available? Yes ___ No ___ If yes, how are they done? Are audits down to the drug level or only to the aggregate rebate level? Yes ___ No ___
72. Do you have an individual at your company who manages the formulary and if so what is his/her name and qualifications?
73. How long after plan inception are the first rebate shares paid and in what intervals thereafter?
74. Assuming rebates are paid per unit are retail and mail prescriptions paid at the same level? Yes ___ No ___ If no, explain why.
75. Can specific formularies be developed for SBBC? Yes ___ No ___ Will this custom formulary affect rebate rates? Yes ___ No ___
76. Do you share rebates on specialty (injectable) medications? Yes ___ No ___ If yes, please indicate either the number of product rebate contracts or the percentage by Dollar volume of specialty products that do receive rebates.
77. Do you guarantee rebate dollars per claim retail and mail? Yes ___ No ___ Rebate dollars per brand claims only or rebates per member per month or any other rebate formula?
78. Do you accept any rebates administrative fees Yes ___ No ___ if yes, what is the average percentage?
79. Do you accept any commissions, therapeutic interchange fees, communication fees or any other fees or payments from Pharmaceutical companies? Yes ___ No ___
80. Do all network pharmacies have the same contract rates? Yes ___ No ___ If no, explain how contracts are negotiated and developed.
81. Do you have pass through network pricing available? Yes ___ No ___
82. Do you or can you develop custom networks? Yes ___ No ___
83. Can you manage an in network and out of network plan design for pharmacies? Yes ___ No ___
84. What percentage of your pharmacy network is online? If not 100% explain.
85. How many claims do you process per month? What is your capacity?

86. Do you run geo-access models to determine percentage of members within a given radius? Yes ___ No ___
87. In the 2016, what percent of claims were rejected?
88. Please give historic data on rejected claims for 2015 and 2016 by category and give the percentage for each as a percent of all claims submitted.
89. Can a client request a pharmacy be added to the network? Yes ___ No ___ If yes, how long does it take to become fully operational where Rx's can be filled there under SBBC's plan?
90. What is the mechanism for plan members to request network pharmacy additions? Is there a phone number?
91. How frequently are pharmacies paid? How are they paid?
92. Are pharmacies paid what SBBC is billed? Yes ___ No ___
93. Do you re-negotiate pharmacy contracts? Yes ___ No ___ How long is the normal pharmacy contract? How does that new contract affect your existing clients if there is an increase in discounts?
94. How do you manage the quality of services provided by your network pharmacies? How does a client report a service issue? How often are pharmacies reviewed? How many pharmacies were removed from your network last year and why?
95. Do you participate in pharmacy withholds? Yes ___ No ___ If yes, are copies of pharmacy remittances available for audit?
96. Do you pay fees or provide reimbursement to any of the following:
- Physicians- Formulary Compliance? Generic Rx rate? Other? Yes ___ No ___
 - General agents? Marketing fees, survey fees? Yes ___ No ___
 - Insurance agents/brokers/consultants? Commissions? Yes ___ No ___
 - Pharmacy consultant service fees? Yes ___ No ___
 - Marketers? Yes ___ No ___
 - Pharmaceutical manufacturers Yes ___ No ___
 - Pharmacies? Other than dispensing fees. Yes ___ No ___
 - Insurers, third party administrators? Yes ___ No ___
 - Switch operators? Envoy, NDC, etc.? Yes ___ No ___
 - Electronic Processors? Yes ___ No ___

If yes to any of the above, please explain the fee/reimbursement structure.

97. Does your plan have a 24-hour toll-free number for member services? Yes ___ No ___ Is it an IVR or does a real person answer? If no, what are your hours of operation?
98. Does the mail order program offer an online method to order refill prescriptions and explain how it functions. Yes ___ No ___ Does the program offer email reminders on prescription refills? Yes ___ No ___
99. Can members review their preferred drug listing (formulary) on-line? Yes ___ No ___

100. Does the member get a comparative list of medications to those they are taking that indicates lower cost alternative products are available? Yes ___ No ___ Does the program show the cost savings for the member? Yes ___ No ___ For the plan? Yes ___ No ___ Is this available online? Via a letter to member? Via a letter to the physician?
102. Do you offer on-line eligibility maintenance for all clients? Yes ___ No ___
 - If so, is there a charge?
 - Is there a charge for hard copy maintenance?
 - Explain how it works
 - How often can changes be made?
103. How do you ensure that terminated members are removed from coverage? Will their client be held accountable for any charges if a terminated member receives benefits?
104. Are employees and dependents listed separately? Yes ___ No ___ Can their pharmacy utilization be reported separately? Yes ___ No ___ How do you manage multiple dependents with the same birthday? (Twins, Triplets, etc.)
105. Since eligibility is determined online at point of sale, do you have a 1-800 number the member can call if there is problem? Yes ___ No ___ Are dependents listed by name on the pharmacy card? Yes ___ No ___ Or is only the employee listed on the card?
106. How often is membership updated? Can the membership be updated online by SBBC? Yes ___ No ___ Can this be done daily? Yes ___ No ___
107. Are there any charges for membership cards? How many are included initially?
108. What is the maximum number of Rx cards allowed per family without any additional card production charges?
109. Can integrated ID cards be developed with a Medicare Part D plan? Yes ___ No ___
110. Can you report Rx savings each month with billing statement? Yes ___ No ___
111. What are your reporting capabilities? Please attach a portfolio of all available reports. Each should have a short description.
112. Which reports are provided as standard? How often are they generated?
113. What is the fee for non-standard report production? Is this fee generated on a fixed cost per report or billed on an hourly basis? Give examples of non-standard reports.
114. How long does it take to get requested non-standard reports? What is the process to request a non-standard report?
115. Are reports available online? Yes ___ No ___ How many people can get access? Can the client request their consultant have online accessibility? Yes ___ No ___ Is there a charge for online accessibility? Yes ___ No ___ Any special computer specifications needed to get online reports?
116. How often are reports provided and can they be reported by division, location, department or union subdivision within a single employer group at no additional charge?

117. Are paper and electronic claims all included in the reports? Yes ____ No ____
118. 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?
119. How is this ability provided? Is there any additional charge to SBBC? Yes ____ No ____ What is the minimum size group for this service?
120. How can client reports be provided? CD, Disk, and paper? Is there any additional charge for this? Yes ____ No ____ How often are reports generated?
121. How is data benchmarked for SBBC? Are their geographic and demographic benchmarks?
122. Is your reporting system capable of reporting single/couple/family membership participation on a month-to-month basis?
123. Do you own your electronic claims adjudication system or do you contract with an outside vendor? Yes ____ No ____ If yes, whom?
124. Do you track and monitor prescription utilization outliers? Yes ____ No ____
- Physicians
 - Pharmacists
125. Please describe your all clinical cost management programs and do you include any of the following:
- fungal
 - Appropriateness of use
 - Daily Average Consumption
 - Gastrointestinal
 - Generic Solutions
 - Maximum Daily Dose
 - Migraine
 - NSAIDs
 - PAIN medication
 - Substance Abuse
126. Do you report clinical savings each month? Yes ____ No ____ Can you guarantee savings? Yes ____ No ____
127. Do you conduct pharmacy audits? Yes ____ No ____ If yes, what percent of claims and/or pharmacies are audited on an annual basis? What is the average amount recovered in an audit?
128. Does your company hire external auditors? Yes ____ No ____ How do they charge for the service?
129. What is the distribution of the money recovered as a result of either claims or pharmacy audits?
130. How do you manage specialty/Injectable drugs? Do you own your own specialty pharmacy? Yes ____ No ____ Do you rent specialty pharmacy services? Yes ____ No ____ Who is your vendor? How long is your contract with that vendor?

131. Please provide an Injectable drug/specialty drug list as outlined in **Attachment C7** with your recommendations for coverage.
132. Please provide a top specialty drug list as outlined in **Attachment C7**.
133. Provide a complete specialty pharmacy list with discounts.
134. Do you provide administrative Prior authorization as part of the basic package? Yes ___ No ___
135. Do you provide clinical prior authorizations and what is the charge for this service?
136. Do you have step therapy programs? Yes ___ No ___ Please describe how the program works?
137. Can you do a step therapy program within a specific therapy class? Yes ___ No ___
138. Complete Attachment C3 Formulary Disruption Worksheet. Have you completed Attachment C3? Yes___ No___
139. With which transaction ("Switch") company does your network contract?
- ENVOI
 - NDC
 - GCC
 - Argus
 - Or can your company also function as a "switch"
140. Are all switching charges paid by the pharmacies? Yes ___ No ___ Are there any exceptions? Yes ___ No ___
141. Do you sell, distribute or provide any claims data and client information to outside vendors? Yes ___ No ___ If yes, describe.
142. Is your PBM or any part of your PBM in the process of being sold, merged or disbanded?
143. Please provide a copy of your service fee agreement.
144. Do you own or outsource your specialty pharmacy? Own ___ Outsource ___
145. If you own your own specialty pharmacy, what is the name of the company and where is it located?
146. What are the hours of operation for dispensing specialty medications? What is the clinical pharmacist or other medical personnel responsible for questions, hours of operation?
147. If you outsource your specialty pharmacy what is the name of the company and where is it located?
148. Can the prior authorizations relating to specialty drugs be customized? Yes ___ No ___
149. Are rebates collected and shared on specialty drugs? Yes ___ No ___ What is the average percentage rebate for specialty drugs?
150. Does that change if through exclusive network? Yes ___ No ___

151. Are biosimilar (generic specialty drugs) subject to a MAC list? Yes ____ No ____
152. How many co-payment tiers can you manage for specialty drugs? What do you recommend?
153. Describe the quality control process of your specialty pharmacy operation in the drug delivery and information delivery process.
154. Describe how you can handle international shipments?
155. Describe how you handle lost shipments.

Cost of Services

156. Have you completed **Attachment C1** Prescription Drug Repricing Worksheet? Yes ____ No ____
157. Provide a listing of standard programs and services that are included in your base pricing arrangement.
158. Do you provide guaranteed discounts for retail brand and generic medications? Yes ____ No ____
159. Do you provide guaranteed discounts for mail brand and generic medications? Yes ____ No ____
160. Do you charge an administrative fee? Yes ____ No ____
161. Is your pricing transparent or traditional or a hybrid? transparent__ traditional__ hybrid__ Please describe and differentiate.
162. Provide a listing of additional services and their applicable costs.

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 ONLY 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.

B2 has been split into two separate files (Part 1 and Part 2) due to the size of the files

ATTACHMENT B1

CPT Codes

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

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

ATTACHMENT B2

Medical Claims Repricing Worksheet

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

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

ATTACHMENT C

C1 - Prescription Drug Repricing Worksheet

C2 - \$3 Generic

C3 – Formulary Disruption Worksheet

C4 – Current Pharmacy Program

C5 – Top Drug Repricing

C6 – MAC List Outline

C7 – Specialty Drug List Sample

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

For your convenience, Attachments C1, C3, C5, C6 and C7 are ONLY available as a separate downloadable document in a useable Microsoft Excel format.

For your convenience, Attachments C2, and C4, are ONLY available as a separate downloadable document in a useable Microsoft Excel format

C1 has been split into two separate files (Part 1 and Part 2) due to the size of the files

ATTACHMENT D

D1 - Current Plan Designs

HMO Plans – Premier Plus and Premier Options

Consumer Driven Plan Option

Kids Plans – Basic and Enhanced

D2- Sample High Deductible Plan Design

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 36-month flat 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. Note that fees in the initial Calendar Year (2018) shall be quoted on a Mature basis, i.e., fees/premiums are inclusive of run-out administration. Fees shall be quoted for 2018, 2019 and 2020. 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.

	2018	2019	2020
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			
Telehealth Services (PEPM/PPPM)			
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? Yes___ No___ If yes, 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? Yes___ No___ If yes, provide both sole carrier and dual carrier fees.
6. 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?

FINANCIAL RESPONSE FORMS – SELF-FUNDED MODELS

Consumer Driven Option

SBBC is requesting 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. Note that fees in the initial Calendar Year (2018) shall be quoted on a Mature basis, i.e., fees/premiums are inclusive of run-out administration. Fees shall be quoted for 2018, 2019 and 2020. 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.

	2018	2019	2020
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			
Telehealth Services (PEPM/PPPM)			
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? Yes___ No___ If yes, 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? Yes___ No___ If yes, provide both sole carrier and dual carrier fees.
6. 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?

FINANCIAL RESPONSE FORMS – SELF-FUNDED MODELS

Kids Plan Options

SBBC is requesting 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. Note that fees in the initial Calendar Year (2018) shall be quoted on a Mature basis, i.e., fees/premiums are inclusive of run-out administration. Fees shall be quoted for 2018, 2019 and 2020. 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.

	2018	2019	2020
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			
Telehealth Services (PEPM/PPPM)			
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? Yes___ No___ If yes, 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? Yes___ No___ If yes, provide both sole carrier and dual carrier fees.
6. 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?

FINANCIAL RESPONSE FORMS – PHARMACY BENEFIT MANAGEMENT MODEL CARVE-OUT

SBBC is requesting a 36-month rate guarantee for ALL fees, as outlined below, for the stand-alone pharmacy model. The Proposer shall state its proposed prices for providing all services as stated in the RFP. Note that fees in the initial Calendar Year (2018) shall be quoted on a Mature basis, i.e., fees/premiums are inclusive of run-out administration. Fees shall be quoted for 2018, 2019 and 2020. 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 fee), the enter "included" in the cell for that fee.

	2018	2019	2020
Administrative (Fees (PEPM))			
Utilization Review/Medical Management Fees			
PBM Interface Fees (PEPM)			
Clinical Program 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 Charges			
Subrogation Services Charges			
Pre-Authorization Administration Charge			
Paper Claim Filing Fee			
Administrative Charge for Rejected Claim			
Standard Reporting			
Ad hoc Reporting			
Interface with Other Carve-out Vendors			
Conversion Plan			
Run-Out Fees			
Other Fees (PEPM)			
Total Fees			

1. Are you willing to provide rate guarantees/rate caps for years four and five? Yes___ No___ If yes, 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.
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 fees for sole carrier versus dual carrier? Yes__ No__ If yes, provide both sole carrier and dual carrier fees.
6. Describe how you develop your fee for self-funded accounts.
 - What do administrative costs (including network charges) represent?
 - As a percent of claims?
 - As a capitated dollar amount per employee?

ATTACHMENT F

Census Data

Includes Active Employees and Retirees

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

Summary of Plan Description and Current Aetna/Coventry SBBC Agreements

**Attachment is ONLY available as a separate downloadable
document in a useable Microsoft Excel format.**

ATTACHMENT I

Sample SBBC Agreement

AGREEMENT

THIS AGREEMENT is made and entered into as of this ____ day of _____, 2017, 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 “VENDOR”),
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__. The term of the Agreement may, by mutual agreement between SBBC and VENDOR be extended for two additional one-year periods and, if needed, 180 days beyond the expiration date of the renewal period. SBBC’s Procurement & Warehousing Services Department, will, if considering renewing, request a letter consenting to renewal from VENDOR, prior to the end of the term. Any renewal period shall be approved by an Amendment to this Agreement executed by both parties.

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

- First: This Agreement, then;
- Second: Addendum No. ____, then;
- Third: RFP Number and Title
- Fourth: Proposal submitted in response to the RFP by VENDOR

2.03 **Cost of Services.** SBBC shall pay VENDOR for services rendered under this Agreement in accordance with the following schedule (Costs may be stated here or on an Attachment)

2.04 **Services.** VENDOR will provide SBBC with services as proposed in its Proposal and in compliance with this Agreement and the RFP and its Addenda.

OR

2.04 **Services.** VENDOR will provide SBBC with services as proposed in its Proposal and in compliance with this Agreement and the RFP and its Addenda and as specified in Attachment _____. (See 3.17)

2.08 **M/WBE Participation.** VENDOR is a Certified MBE (Type) with SBBC, Certificate #7007-_____. OR

2.08 **M/WBE Participation.** As consideration for being awarded this contract agreement, VENDOR shall maintain _____ percent (___ %) M/WBE participation in this contract agreement. VENDOR has agreed to utilize _____ (M/WBE firm), Certificate #_____ to provide _____ (products/services).

OR

As consideration for being awarded this contract agreement, *Insert Name* shall maintain _____ percent (___ %) M/WBE participation in this contract agreement. *Insert Name* will identify the M/WBE firm that provide a commercial useful function products and/or services in performing this contract agreement.

VENDOR shall obtain prior written approval from the Coordinator of Supplier Diversity & Outreach Program for any replacement of any of the entities listed above. Utilizing any entity other than the ones listed, respectively will be considered a breach of this Agreement. VENDOR is subject to debarment and any other remedy available for any breaches to this Agreement.

OR

M/WBE Commitment. Throughout the term of the Agreement, VENDOR shall take commercially reasonable steps and use commercially reasonable resources to identify SBBC-certified M/WBE vendors who may be engaged to fulfill various aspects of the Agreement, including, for instance, without limitation, M/WBE vendors to provide office supplies, travel, printing, janitorial supplies/services, consulting services, trade services, installation and repair services, medical supplies, where feasible. VENDOR agrees to provide monthly reports and to conduct quarterly meetings with SBBC to discuss progress in meeting the SBBC's objectives regarding M/WBE participation, including dollars spent on M/WBE vendors for the quarter; and to continue to assess throughout the term of the Agreement new possibilities for M/WBE vendor participation suggested by SBBC. If at any time during the term the parties agree that it is reasonably feasible to include a specific dollar figure for M/WBE participation, the Agreement shall be amended to include the dollar participation objective.

Add to Contract Memo info that administrators must make certain that no student info is shared with other party in violation of FERPA.

2. **Studies Conducted for SBBC.** Under the terms of this Agreement, *Insert Name* will be conducting studies for, or on behalf of SBBC, to: (a) develop, validate or administer predictive tests; (b) administer student aid programs; or (c) improve instruction. The purposes and scope of the study/studies are described as follows: _____. SBBC may disclose personally identifiable information from an education record of a student to *Insert Name* in order for it to conduct said study. The type of personally identifiable student information to be disclosed by SBBC to *Insert Name* is described as follows: _____. *Insert Name* agrees that the study shall be conducted in

a manner that does not permit personal identification of parents and students by individuals other than the representatives of *Insert Name* that have legitimate interests in the information. The study shall commence _____ and conclude _____. *Insert Name* agrees that any disclosed information will be destroyed or returned to SBBC when no longer needed for the purposes for which the study is to be conducted. *Insert Name* acknowledges and agrees that it may use personally identifiable information from education records only to meet the purpose or purposes of the study as stated in this Agreement.

2. **Inspection of VENDOR's Records by SBBC.** VENDOR 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 VENDOR'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 VENDOR or any of VENDOR's payees pursuant to this Agreement. VENDOR'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. VENDOR'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) **VENDOR's Records Defined.** For the purposes of this Agreement, the term "VENDOR's Records" shall include, without limitation, and any 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 VENDOR'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 VENDOR pursuant to this Agreement.

(c) **Notice of Inspection.** SBBC's agent or its authorized representative shall provide VENDOR 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 VENDOR'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 VENDOR 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 VENDOR'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 VENDOR in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by VENDOR. If the audit discloses billings or charges to which VENDOR is not contractually entitled, VENDOR shall pay said sum to SBBC within twenty (20) days of receipt of written demand under otherwise agreed to in writing by both parties.

ARTICLE 2 – SPECIAL CONDITIONS

(g) **Inspection of Subcontractor's Records.** VENDOR 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 VENDOR 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 VENDOR pursuant to this Agreement and such excluded costs shall become the liability of VENDOR.

(h) **Inspector General Audits.** VENDOR 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 VENDOR: *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.** VENDOR 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 VENDOR or its personnel providing any services under the conditions described in the previous sentence. VENDOR 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 VENDOR and its personnel. The parties agree that the failure of VENDOR 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. VENDOR 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 from VENDOR's failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes.

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. SBBC shall have no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, title to such property shall pass to SBBC, and SBBC may use or dispose of such property as SBBC deems fit and appropriate.

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.

3.09 **Public Records:** The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. VENDOR shall keep and maintain public records required by SBBC to perform the services required under this Agreement. Upon request from SBBC's custodian of public records, VENDOR shall provide SBBC with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. VENDOR shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement's term and following completion of the Agreement if VENDOR does not transfer the public records to SBBC. Upon completion of the Agreement, VENDOR shall transfer, at no cost, to SBBC all public records in possession of VENDOR or keep and maintain public records required by SBBC to perform the services required under the Agreement. If VENDOR transfer all public records to SBBC upon completion of the Agreement, VENDOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If VENDOR keeps and maintains public records upon completion of the Agreement, VENDOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.

IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-1900, REQUEL.BELL@BROWARDSCHOOLS.COM, RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.

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 Sections 1002.22 and 1002.221, Florida Statutes; FERPA, and 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 Sections 1002.22 and/or 1002.221, Florida Statutes.

3.11 **Compliance with Laws.** Each party shall comply with all applicable federal state and local laws, SBBC policies 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 nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.17 **Incorporation by Reference.** Attachment(s) _____ 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 affect 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 **Contract Administration.** SBBC has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Agreement.

3.26 **Liability.** 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 VENDOR: VENDOR 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 VENDOR, its agents, servants or employees; the equipment of VENDOR, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of VENDOR or the negligence of VENDOR'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 VENDOR, SBBC or otherwise.

3.27 **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 _____
Abby M. Freedman, Chair

Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

Office of the General Counsel

FOR VENDOR

(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

Name of Person

_____, on behalf of the corporation/agency.

Name of Corporation or Agency

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

My Commission Expires:

Signature – Notary Public

(SEAL)

Printed Name of Notary

Notary's Commission No.

ATTACHMENT J

ACH Payment Agreement Form



**The School Board of Broward County, Florida
ACH Payment Agreement Form (ACH CREDITS)**

VENDOR NAME: _____

Authorization Agreement

I (we) hereby authorize **The School Board of Broward County** to initiate automatic deposits (credits) to my account at the financial institution named below. Additionally, I authorize **The School Board of Broward County** to make the necessary debit entries/adjustments in the event that a credit entry is made in error.

Further, I agree not to hold **The School Board of Broward County** responsible for any delay or loss of funds due to incorrect or incomplete information supplied by me or by my financial institution or due to an error on the part of my financial institution in depositing funds to my account.

This agreement will remain in effect until **The School Board of Broward County** receives written notification of cancellation from me or my financial institution and that the origination of ACH transactions to my (our) account must comply with the provisions of U.S. law.

Account Information

Name of Bank or Financial Institution: _____

Branch/ State: _____

Routing No: _____

Account No: _____	Checking <input type="checkbox"/>	Savings <input type="checkbox"/>
VENDOR AREA:		
Remittance Confirmation: (please select one) _____	Fax <input type="checkbox"/>	Email <input type="checkbox"/>
Federal Identification No. Vendor _____	TAX ID# <input type="checkbox"/>	SS# <input type="checkbox"/>

Update Purchase Order Fax & Email Address

Centralized Fax Number _____	Dept. _____
Centralized Email _____	Dept. _____
Centralized Phone No. _____	Dept. _____

Signature

Authorized Signature
(Primary) and Business title: _____ **Date:** _____

Authorized Signature
(Joint) and Business title: _____ **Date:** _____

Please attach a VOIDED check to verify bank details and routing number.

This form must be returned to: SBBC – Purchasing – Data Strategy Group
7720 W. Oakland Park Blvd, Sunrise FL 33351 call: 754-321-0516 or fax # 754-321-0533

For Use by DATA STRATEGY GROUP

Vendor Account# _____ Date Entered _____ Initials: _____

ATTACHMENT K

SBBC HIPAA BUSINESS ASSOCIATE SAMPLE AGREEMENT

HIPAA 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 some of the services that Business Associate performs for SBBC, Business Associate may be 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, with respect to coverages subject to regulation under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), 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 HIPAA, the Health Information Technology for Economic and Clinical Health Act of 2009 ("HITECH"), the Omnibus Rule of 2013, and applicable Florida law, 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.

- (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, which includes enrollment, payment, billing, claims adjudication and case or medical management record systems maintained by or for a health plan, or other information used in whole or part by or for the Plan to make decisions about individuals.
- (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) "**Minimum Necessary**" means the least amount of PHI needed to accomplish the intended purpose of the use or disclosure.
- (i) "**Omnibus Rule**" means the HIPAA Omnibus Rule of 2013.
- (j) "**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.
- (k) "**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.
- (l) "**Required by Law**" shall have the same meaning as the term "required by law" in 45 C.F.R. §164.103.
- (m) "**Secretary**" shall mean the Secretary of the Department of Health and Human Services or his or her designee.
- (n) "**Security Rule**" shall mean the Standards for Security of ePHI as set forth at 45 C.F.R. Parts 160 and 164 Subpart C.
- (o) "**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 comply with the “Minimum Necessary” rule when using, disclosing, or requesting PHI, except when a specific exception applies under HIPAA or the HITECH Act.
- (c) Business Associate agrees to use appropriate safeguards and comply, where applicable, with the HIPAA Security Rule to prevent use or disclosure of the PHI other than as provided for by this Agreement.
- (d) Business Associate agrees to report to SBBC, as soon as reasonably practicable, any impermissible use or disclosure of PHI it becomes aware of, and any use or disclosure of PHI not provided for by this Agreement. Any report of breach should be in substantially the same form as Exhibit A hereto.
- (e) 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.
- (f) For the Breach of Unsecured PHI in its possession:
 - 1. Business Associate will perform a Risk Assessment to determine if there is a low probability that the PHI has been compromised. Business Associate will provide SBBC with documentation showing the results of the Risk Assessment. The Risk Assessment will consider at minimum the following factors:
 - a. The nature and extent of the PHI involved, including the types of identifiers and the likelihood of re-identification;
 - b. The unauthorized person who used the PHI or to whom the disclosure was made;
 - c. Whether the PHI was actually acquired or viewed; and
 - d. The extent to which the risk to the PHI has been mitigated.
 - 2. Business Associate will prepare and distribute, at its own cost, any and all required notifications under Federal and 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 pursuant to by Federal and/or Florida law.
- (g) Business Associate agrees to ensure that, and obtain assurance from, any and all 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. All agents and subcontractors engaged by the Business Associate that create, maintain, receive or transmit PHI must comply with the HIPAA Rules, including the rules to extend the requirements to the agent’s or subcontractor’s subcontractors.
- (h) 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.

- (i) Business Associate agrees to make PHI available for amendment and incorporate all amendments 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. 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 and all requests by the Secretary to conduct an investigation with respect to PHI received from SBBC.
- (j) Business Associate agrees to document any and all 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 and all harmful effects that are 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 and all changes to such notice.
- (o) Business Associate, if performing a function that applies to Covered Entity, agrees to comply with the requirements that apply to the Covered Entity.

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 and all instances of which it is aware that the confidentiality of the information has been breached.

- (d) Except as otherwise limited in this Agreement, Business Associate may use PHI to provide Data Aggregation services to SBBC as permitted by 42 C.F.R. § 164.504(e)(2)(i)(B).

4. Obligations of SBBC Regarding PHI.

- (a) SBBC shall provide Business Associate with the notice of privacy practices that SBBC produces in accordance with 45 C.F.R. § 164.520, as well as any changes to such notice.
- (b) SBBC shall provide Business Associate with any and all 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 and all restrictions 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 all Security Incidents (as defined 45 C.F.R. Part 164.304 and in accordance with applicable Florida law) 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 all transactions for which a standard has been developed under the EDI Rule that Business Associate could reasonably be expected to perform in the ordinary course of its functions on behalf of SBBC.

Business Associate agrees that it will comply with all applicable EDI standards. Business Associate further agrees that it will use its best efforts to comply with all applicable regulatory provisions in addition to the EDI Rule and the Privacy Rule that are promulgated pursuant to the Administrative Simplification Subtitle of HIPAA.

7. **Subsequent Legislative or Regulatory Changes.**

Any and all amendments to the laws or regulations affecting the Privacy Rule, Security Rule, the HITECH Act, Omnibus Rule, 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 and all actions 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.

- (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.

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

To Business Associate:

(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.

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.

FOR SBBC

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

By _____

ATTEST:

Approved as to Form and Legal Content:

Office of the 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 or date range 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: _____

Recommended steps the individuals whose information was breached should take to protect themselves from potential harm resulting from the breach: _____

Contact information to ask questions or learn additional information:

Name: _____

Title: _____

Address: _____

Email Address: _____

Phone Number: _____

ATTACHMENT L

SBBC Enrollment Form

For your convenience, Attachment L is ONLY available as a separate downloadable pdf document.

ATTACHMENT M

- M1 M/WBE Utilization Report**
- M2 Employment Diversity Statistics**
- M3 M/WBE Participation**
- M4 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>

- M5 M/WBE Vendor List – M/WBE Vendors can be seen at website URL:**

<http://www.broward.k12.fl.us/supply/vendors/MWBE.htm>

For your convenience, Attachments M1, M2, and M3 are also available as a separate downloadable document in a useable Microsoft Word format.

For your convenience, M4 and M5 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
Supplier Diversity & Outreach Program
7720 West Oakland Park Boulevard, Suite 323
Sunrise, FL 33351-6704**

754-321-0552

754-321-0934 FAX

1. Reporting Period From: _____ Reporting Period To: _____

This report is required by The School Board of Broward County, Florida. Failure to comply may result in the School Board commencing proceedings to impose sanctions on the Prime Vendor, in addition to pursuing any other available legal remedy. Sanctions may include the withholding of payments for work committed to M/WBE participants, and a negative recommendation to award further contracts bid by The School Board of Broward County, Florida.

Prime Vendor Information

NAME & ADDRESS OF PRIME VENDOR	CONTRACT AMOUNT (if applicable)	LENGTH OF CONTRACT	CONTRACT START DATE	CONTRACT END DATE	TOTAL % OR \$ AMOUNT TO MINORITY/ WOMEN
RFP Number: 18-009V					
RFP Title: Group Medical Benefits for School Board Employees					

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 ☐

**M4 - 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>

**M5 – M/WBE Vendor List – M/WBE Vendors can
be seen at website URL:**

<http://www.broward.k12.fl.us/supply/vendors/MWBE.htm>

ATTACHMENT N

Domestic Partners Information

For your convenience, Attachment N is ONLY available through the below website.

http://www.broward.k12.fl.us/benefits/docs/rates_docs/Interactive_Enroll_Domestic_Partner%20for%20Editing3.24.15.pdf

ATTACHMENT O

DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST AND CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP

The School Board of Broward County, Florida
RFP 18-009V - GROUP MEDICAL BENEFITS FOR SCHOOL BOARD EMPLOYEES

**DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST AND CONFLICTING EMPLOYMENT
OR CONTRACTUAL RELATIONSHIP**

In accordance with General Condition 7.8, 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	

ATTACHMENT P

W-9 Form

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6 City, state, and ZIP code	The School Board of Broward County, Fla Procurement & Warehousing Services
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally 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 instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number											
				-				-			
OR											
Employer identification number											

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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 3.

Sign Here	Signature of U.S. person ▶	Date ▶
-----------	----------------------------	--------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

- 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, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Note. If you are a U.S. person and 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 under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 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 section 1446 withholding on your share of partnership income.

In the cases below, the following person must give 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:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (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, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

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

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. 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 line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. 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 line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—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 13.

If the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, 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 reportable under section 6045(f); and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

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 this page), 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 SSA 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 (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and 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 U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below 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 line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ²
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ¹
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 ¹
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	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 Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "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 title.) Also see *Special rules for partnerships* on page 2.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

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, 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 14039.

For more information, see Publication 4635, 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 (TIGTA) 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.

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. commonwealths and 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 3406, 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 Q

Drug-Free Workplace Form

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)

ATTACHMENT R

Performance Standards/Guarantees Worksheet

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

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

ATTACHMENT S

Top Utilized Physicians/Providers Disruption Worksheet

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

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

ATTACHMENT T

Statement of “No Response”

ATTACHMENT T, STATEMENT OF "NO RESPONSE"

If your company will not be submitting a response to this Request for Proposal, please complete this Statement of "No Response" Sheet and return, prior to the RFP due date established within, to:

SBBC
Procurement & Warehousing Services
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: _____