



➤ **QUESTION #1:**

Is SBBC looking only for group voluntary products or would there also be an interest in individually owned voluntary products?

The RFP indicates, on page 3, that SBBC is interested in either group or individual plans and indicates on page 11, item 4.7.24 that the employee shall be named as the owner of the policy.

**ANSWER TO QUESTION #1:**

*Please refer to Section 2.1, paragraph 7 of the RFP. Whether the Plans/Programs are Group or Individual, the intent is that all enrolled members will have direct access to discuss their plan/program with the Awardee(s).*

➤ **QUESTION #2:**

Please provide the plan design and premiums for the current voluntary benefits offered. Please provide a current bill for the voluntary products.

**ANSWER TO QUESTION #2:**

*Individual plan designs are based on an employee's demographics and specific needs and therefore are not available. The bi-weekly deductions are included in **Attachment D** of the RFP and are based on the individual employee's calendar and the number of payroll deductions.*

➤ **QUESTION #3:**

Will the incumbent voluntary benefits continue to be payroll deducted or will they be removed from payroll?

**ANSWER TO QUESTION #3:**

*Refer to Section 2.1, paragraph 5 of the RFP.*

➤ **QUESTION #4:**

We understand per the RFP that Gallagher Benefit Services is the current consultant. Will they be compensated via commissions generated through the sale of the requested insurance products or will it be a fee paid by SBBC?

**ANSWER TO QUESTION #4:**

*Gallagher will not receive any commissions and will be compensated by SBBC.*

➤ **QUESTION #5:**

What are the dates of open enrollment? Please confirm the correct date and corresponding effective date.

**ANSWER TO QUESTION #5:**

*Open Enrollment is held annually in the month of October, with an effective benefit date of January of the following year.*

➤ **QUESTION #6:**

Please describe the current method used for open enrollment.

**ANSWER TO QUESTION #6:**

*Voluntary benefits enrollment are all conducted via paper through each Awardee's representatives.*

➤ **QUESTION #7:**

Will the selected vendor be allowed to conduct group meetings and meet with each employee face-to-face? Does the SBBC anticipate any resistance to conducting face-to-face meetings on school property? If yes, please describe.

**ANSWER TO QUESTION #7:**

*It is the intent of SBBC that all employees who are interested in acquiring voluntary insurance(s) are able to do so through various vendor fairs or through vendor meetings held at their work location. Each Awardee will be responsible for contacting the location(s) of their choice to request a date to hold informational meetings.*

➤ **QUESTION #8:**

What HR/payroll system is currently being used?

**ANSWER TO QUESTION #8:**

*SAP*

➤ **QUESTION #9:**

What enrollment technology platform is used? Please describe how that vendor/administrator would work with us to enroll and administer our products most efficiently?

**ANSWER TO QUESTION #9:**

Voluntary enrollment is completed utilizing either the Awardee(s) online enrollment system or a paper enrollment forms. In either case the Awardee is also required to complete and submit the Payroll Deduction Authorization Form (PDA) to the Benefits Department. The District does not use its SAP System to enroll voluntary benefits.

➤ **QUESTION #10:**

Please clarify item 4.2.6 on page 7 of the RFP regarding sharing the cost of providing one full-time SBBC employee to administer the Voluntary Supplemental Insurance benefits.

Is this employee currently employed by SBBC?

**ANSWER TO QUESTION #10:**

*Yes*

➤ **QUESTION #11:**

Will the carriers be sharing in this employee's salary in addition to their benefits, travel, etc.?

**ANSWER TO QUESTION #11:**

*Yes*

➤ **QUESTION #12:**

Will SBBC put a cap on these expenses and if so what would that cap be?

**ANSWER TO QUESTION #12:**

*Please refer to Section 4.2.6, which states the flat fee for each Active and Inactive participant.*

➤ **QUESTION #13:**

Can you please provide an estimate of one carrier's annual expense related to this employee?

**ANSWER TO QUESTION #13:**

*No. It will be based on enrollment.*

➤ **QUESTION #14:**

Regarding the fee of \$20 per active and inactive participant, please clarify that this would be \$20.00 per participant x 26,000 (total eligible employees) totaling \$520,000 per year. Also, please clarify the length of time this fee survives the terminations of this agreement.

**ANSWER TO QUESTION #14:**

*The \$20 per Active and Inactive participant is based on the number of enrolled participants within each plan/program and survives until there are no longer any Active or Inactive participants in your plan/program.*

➤ **QUESTION #15:**

Is the SBBC open to receiving information about other products, programs, and services our company has to offer beyond those requested in the RFP?

**ANSWER TO QUESTION #15:**

*Since products/programs and services must be competitively procured, we are unable to respond to this question.*

➤ **QUESTION #16:**

Is the intent of the RFP to select only one voluntary carrier going forward? Or will multiple carriers still offer similar product offerings to eligible employees?

**ANSWER TO QUESTION #16:**

*Please refer to Section 2.1, paragraph 3 in the RFP.*

➤ **QUESTION #17:**

If we elect to continue our current contract with SBBC with no changes other than extending the rate guarantee are we required to complete the RFP submission?

**ANSWER TO QUESTION #17:**

*Any Awardees selected under this RFP will be the only Awardees that will be able to sell their plans/products. All existing and non-Awarded contracts may or may not be allowed to continuing servicing existing participants, but will NOT be allowed to sell new policies.*

➤ **QUESTION #18:**

Are there any provisions within the existing voluntary benefit offering that the school board would like to see differently?

**ANSWER TO QUESTION #18:**

*No.*

➤ **QUESTION #19:**

In order to maintain the health of the plans, our proposal will be contingent on being the only carrier for Critical Illness, Accident, and Short Term Disability with takeover of all current enrolled employees and elimination of the current carriers' payroll deduction slots for these plans. Please confirm that SBBC is in agreement with this requirement.

**ANSWER TO QUESTION #19:**

*Please refer to Section 2.1, paragraph 5.*

➤ **QUESTION #20:**

Please provide current booklets for the Critical Illness, Accident, and Short Term Disability plans.

**ANSWER TO QUESTION #20:**

*Please refer to the response to Question #2 of this Addendum.*

➤ **QUESTION #21:**

Please provide the requested plan designs for the Critical Illness, Accident, and Short Term Disability plans.

**ANSWER TO QUESTION #21:**

*Please refer to the response to Question #2 of this Addendum.*

➤ **QUESTION #22:**

Please provide current rates for the Critical Illness, Accident, and Short Term Disability plans.

**ANSWER TO QUESTION #22:**

*Please refer to the response to Question #2 of this Addendum.*

➤ **QUESTION #23:**

Please confirm if current Critical Illness rates are Issue Age or Attained Age.

**ANSWER TO QUESTION #23:**

*The District offers multiple plans, which vary by plan.*

➤ **QUESTION #24:**

Please note that the state of Florida does not allow pre-funding of rates. As such our Critical Illness Rate structure will be based on 1 year attained age bands.

**ANSWER TO QUESTION #24:**

*Acknowledged.*

➤ **QUESTION #25:**

Regarding the Enrolled Census, please confirm that Wage Type "WashNat CR" represents premium deductions for the Washington National Critical Illness plan

**ANSWER TO QUESTION #25:**

*CR is the Cancer Plan (pre-tax); CI is the Critical Illness (post-tax).*

➤ **QUESTION #26:**

Please provide claim and premium experience if available.

**ANSWER TO QUESTION #26:**

*Data is not available.*

➤ **QUESTION #27:**

Please provide the requested commission level.

**ANSWER TO QUESTION #27:**

*Please refer to **Attachment M** in the RFP for the available Commission Schedules.*

## 2.0 INTRODUCTION AND GENERAL INFORMATION (Continued)

- 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 Advisory Committee's approval, be extended for two additional one-year periods. If needed, upon SBBC's sole option after the initial or any one-year renewal option, an extension of 180 days beyond the expiration date of the **renewal period at the same rates/fees as the previous twelve (12) month period.** 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.
- 2.5 **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.
- 2.6 **Price Adjustments:** Prices offered shall remain firm through the first three years of the contract in accordance with Scope of Services Section 4.6. and Attachments A, B and C A request for price adjustment must be submitted in writing at least 270 days prior to the first renewal date of the contract. 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.
- 2.7 **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](http://www.browardschools.com)

SCHOOL BOARD  
ABBY M. FREEDMAN, *Chair*  
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ANN MURRAY  
DR. ROSALIND OSGOOD

ROBERT W. RUNCIE  
*Superintendent of Schools*

December 15, 2016

Dear Prospective Proposers:

**SUBJECT: Instructions to Proposers  
Request for Proposals (RFP) 18-010V – Voluntary Supplemental Insurance for School Board Employees**

The School Board of Broward County, Florida (SBBC) is interested in receiving Proposals, in response to the attached RFP, for **Voluntary Supplemental Insurance for School Board Employees**. Any questions regarding this RFP should be addressed to me, in writing, at the address stated above, via facsimile at 754-321-0533 or via e-mail [charles.high@browardschools.com](mailto: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 4.7 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.**

## 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 N**, Statement of "No Response" and return via facsimile to 754-321-0533 or scan and send via e-mail [carol.barker@browardschools.com](mailto:carol.barker@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 754-321-0506 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 18-010V**

### **Voluntary Supplemental Insurance for School Board Employees**



RFP Release Date: **December 15, 2016**

Written Questions Due: On or Before 5:00 p.m. ET, **December 21, 2016**  
in Procurement & Warehousing Services

Proposals Due:\* On or Before 2:00 p.m. ET  
**February 9, 2017**, in Supply Management &  
Logistics Department

**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 the Executive Director, Benefits & EEO Compliance at 754-321-2150 or Teletype Machine (TTY) 754-321-2158.

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

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Attachment L – Performance Standards / Guarantees

Attachment M – Current SBBC Agreements with Existing Awardees

Attachment N - 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
		YES <input type="checkbox"/>	NO <input type="checkbox"/>	
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"/>	

## 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
		YES <input type="checkbox"/>	NO <input type="checkbox"/>	
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 <b>Attachment H</b>	YES <input type="checkbox"/>	NO <input type="checkbox"/>	
5	<b>Attachment A</b> – Plan Designs	YES <input type="checkbox"/>	NO <input type="checkbox"/>	
6	<b>Attachment B</b> – Questionnaire	YES <input type="checkbox"/>	NO <input type="checkbox"/>	
7	<b>Attachment C</b> – Financial Response Form	YES <input type="checkbox"/>	NO <input type="checkbox"/>	
8	<b>Attachment E</b> – M/WBE	YES <input type="checkbox"/>	NO <input type="checkbox"/>	
8	<b>Attachment F</b> – Disclosure of Potential Conflict of Interest and Conflicting Employment or Contractual Relationship	YES <input type="checkbox"/>	NO <input type="checkbox"/>	
9	<b>Attachment H</b> - Drug-Free Workplace Form	YES <input type="checkbox"/>	NO <input type="checkbox"/>	
10	<b>Attachment L</b> - Performance Standards/Guarantees Worksheet	YES <input type="checkbox"/>	NO <input type="checkbox"/>	

**For your convenience, Proposer's Submitted Checklist, is also available as a separate downloadable document in a useable Microsoft Word format**

**REQUEST FOR PROPOSALS (RFP) 18-010V**  
**1.0 REQUIRED RESPONSE FORM**

RELEASE DATE: December 15, 2016

TITLE: VOLUNTARY SUPPLEMENTAL INSURANCE 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 9, 2017 and plainly marked RFP 18-010V, Voluntary Supplemental Insurance 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 18-010V), 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).

## 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 Voluntary Supplemental Insurance Plans/Programs as described herein. SBBC is the sixth largest school district in the United States and has approximately 26,000 active employees eligible to participate.

The purpose of this RFP is to establish accountability through a contractual relationship with vendors offering voluntary supplemental insurance plans/programs that are entirely paid for by the employees. SBBC does not contribute to the cost of any of these plans/programs. To the extent allowable under Florida law, SBBC would like to offer additional protection or services to employees (i.e., guaranteed cost, advanced notice of rate changes). In return for the contractual commitments, SBBC will establish payroll deduction slots and allow marketing to SBBC employees. SBBC requires notice of plan and rate modifications per Section 7.39 of the RFP. The requested Agreement is for the purpose of allowing marketing and payroll deduction slots and does not alter or replace the application process or other requirements under Florida insurance law.

This RFP addresses a variety of the types of voluntary supplemental insurance plans/programs in which SBBC is interested. The Proposer may quote any or all plans for all eligible employees. SBBC reserves the right to contract directly for one or more plans independently or contract for multiple plans/programs from the same Proposer(s). SBBC will contract with Awardee(s) and companies that provide these services. SBBC will not contract with independent agents to provide these services. It will be the Awardee's responsibility to appoint, supervise, and maintain properly licensed and trained agents to offer these products and to ensure proper recordkeeping, billing, and documentation for each plans/products offered.

SBBC currently has the following active Agreements with the following companies to offer the following plans/programs to all eligible employees during open enrollment and throughout the year.

<b>Active Company Name</b>	<b>Plans/Programs</b>	<b>Total Enrollment</b>
Alfac	Accident/Critical Illness/Hospital Indemnity/Short Term Disability	246/103/93/185
BMG Money	Loans-at-work	2611
Combined Insurance Company	Accident/Life	46/11
MetLife / Hyatt Legal	Legal Service	50
Texas Life Insurance	Voluntary Permanent Life	211
Washington National	Accident/Pre Tax/Post Tax Cancer/Critical Illness	1173/1042/733

SBBC currently has the following inactive vendors that currently continue to maintain payroll deductions for members, however all new enrollment has been discontinued. At SBBC's discretion, payroll slots may be discontinued at any time.

<b>Inactive Company Name</b>	<b>Plans/Programs</b>	<b>Total Enrollment</b>
Allstate	Cancer Plan/Life/Hospital	673/63/99
ING	Group Life	169
Mass Mutual	Long-Term Care Plan	14
Pesco	Critical Illness	2
Pre-Paid Legal Service	Legal Service	492
Provident Post Retirement Life	Life	63
Teachers Financial Services	Insurance	89
Travelers (Dependent Life)	Life	44
U.S. Legal Services	Legal Service	244

## **2.0 INTRODUCTION AND GENERAL INFORMATION (Continued)**

In addition, certain employees currently have the opportunity to purchase other voluntary supplemental insurance plans/programs through pre-existing payroll slots that did not originate through a similar Request for Proposals and those payroll slots may or may not continue in the future.

<b>Company Name</b>	<b>Plans/Programs</b>	<b>Enrollment</b>
Aflac (American Family)	Cancer/Hospital	353/38
Colonial	Cancer/Hospital/Life	53/14/29

SBBC is interested in offering a variety of voluntary supplemental insurance plans/programs on either a group or individual basis and will evaluate the plans/programs listed below and other plans/programs that meet the requirements of this RFP:

- Cancer
- Critical Illness/Critical Illness (Lump Sum)
- Hospital Indemnity/Intensive Care
- Life Insurance - Permanent
- Long-Term Care
- Pre-Paid Legal
- Accident Plan
- Short-Term Disability
- Pet Insurance
- Homeowners Insurance
- Consumer Financial Product

Any of the above plans/programs that qualify under IRS Section 125 will be included in SBBC's Cafeteria plan. The plans/programs that qualify under IRS Section 125 will only be offered as part of open enrollment.

The plans/programs that do not qualify under IRS Section 125 will be authorized for payroll deductions on an after-tax basis. SBBC desires that enrollment for these plan/programs are voluntary and year round. However, SBBC requires that the Awardee(s) have permission from each school's principal and department head prior to onsite enrollment. Enrollment must also be conducted on the employee's own time. SBBC will not guarantee participation levels or enrollment access.

SBBC permits coverage of domestic partners.

Gallagher Benefit Services, Inc. will be providing consultant services to SBBC in relation to this RFP (Reference General Condition 7.44).

- 2.2 **Questions and Interpretations:** Any questions concerning any portion of this RFP must be submitted, in writing, to **Mr. 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](mailto: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, December 21, 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.

## **2.0 INTRODUCTION AND GENERAL INFORMATION (Continued)**

- 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 Advisory Committee's approval, be extended for two additional one-year periods. If needed, upon SBBC's sole option after the initial or any one-year renewal option, an extension of 180 days beyond the expiration date of the renewal period at 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.
- 2.5 **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.
- 2.6 **Price Adjustments:** **Prices offered shall remain firm through the first three years of the contract in accordance with Scope of Services Section 4.6. and Attachments A, B and C** A request for price adjustment must be submitted in writing at least 270 days prior to the first renewal date of the contract. 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.
- 2.7 **Evaluation and Award:** Evaluation and award will be made in accordance with Section 5.0.



### **3.0 CALENDAR**

December 15, 2016	Release of RFP 18-010V
December 21, 2016	Written questions due on or before 5:00 p.m. ET in Procurement & Warehousing Services
February 9, 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 29, 2017	Evaluation Committee reviews Proposals and makes Recommendation for award. Meeting to be held at 9:00 a.m.: TSSC Annex 7770 West Oakland Park Blvd. Sunrise, Florida 33351
April 3, 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 Executive Director, Benefits & EEO Compliance at 754-321-2150 or Teletype Machine (TTY) 754-321-2158.

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

**4.0 INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL**

4.1 In order to maintain comparability and facilitate the review process, it is requested that Proposals be organized in the manner specified below. Include all information requested herein in your Proposal.

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

To SBBC: Superintendent of Schools  
The School Board of Broward County, Florida  
600 SE 3rd Avenue, 10<sup>th</sup> Floor  
Fort Lauderdale, Florida 33301

With a Copy to: Director, Benefits & Employment Services  
The School Board of Broward County, Florida  
7770 West Oakland Park Boulevard, 1<sup>st</sup> 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.
- 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.
  - 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](http://www.sunbiz.org) at the time of RFP opening.
  - 4.2.6 Proposer must agree to share in the cost of providing one full-time SBBC employee to administer the Voluntary Supplemental Insurance, including benefits, office equipment, supplies, travel and professional dues. Each Awardee will agree to provide SBBC an annual fee of \$20.00 per active and inactive participant throughout the term of their initial Agreement with the Board, as well as subsequent Agreement renewals. The annual fee of \$20.00 per active and inactive participant will survive the termination of this Agreement.
  - 4.2.7 Proposer must agree to the language in Section 6.4, Insurance Requirements.
- 4.3 **Experience and Qualifications of the Proposer:**
- 4.3.1 State under what other or former name(s) the Proposer is currently operating under or has operated under.
  - 4.3.2 State whether Proposer's firm(s) is local (Broward, Miami-Dade, or Palm Beach Counties), regional or national.
  - 4.3.3 Give the location of the office from which service is to be performed and the number of partners, managers, supervisors, senior managers and other professional staff employed at that office and the name of each individual in charge.
  - 4.3.4 Complete and return, with your Proposal, **Attachment F** 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 **Questionnaire:** Proposer shall complete the questionnaire contained in **Attachment B** of this RFP. The Questionnaire is being provided in an electronic format through DemandStar. Failure to respond may result in a reduction of points in the evaluation process or your Proposal being determined as non-responsive.
- 4.6 **Plan Designs:** Complete the Plan Designs contained in **Attachment A** 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 Service provided below and provide a description of any deviations in the following table:

Services Requested	Yes, Can Comply	Yes, Can Comply but with Deviations	No, Cannot 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 self-billing statement. The process is as follows: Each month a deduction/reduction report is generated reflecting all employees enrolled in the Voluntary Supplemental Insurance Plans/Programs. The report is reconciled with the amounts disbursed after each payroll cycle. This information is summarized and remitted. It is the responsibility of the Awardee(s) to provide SBBC with any discrepancies within 10 business days.			
4.7.3 Your rate quotation shall assume a rate guarantee period of 36 months. Additional rate guarantees are encouraged for years four and five.			
4.7.4 If selected as an Awardee(s), you will be required to provide SBBC a list of agents that will be selling your product(s). Subject to SBBC’s approval, SBBC will limit the number of agents.			

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

<b>Services Requested</b>	<b>Yes, Can Comply</b>	<b>Yes, Can Comply but with Deviations</b>	<b>No, Cannot Comply</b>
4.7.5 Provide a dedicated Account Manager who will have the overall responsibility for managing SBBC's relationship.			
4.7.6 Provide qualified personnel to attend (in person) and participate in meetings as needed.			
4.7.7 Awardee will be required to administer and maintain the voluntary supplemental products/plans in accordance with all appropriate federal and state statutes then in effect.			
4.7.8 Variations in actual enrollment shall have no effect on your rate quotation. Your Proposal shall be valid regardless of actual enrollment.			
4.7.9 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.).			
4.7.10 Awardee will assist in creating and maintain a benefits portion of the benefits video for all new hires and employees at no cost to SBBC. The video is provided by SBBC and the Awardee(s) are responsible for providing information presentations and speakers to be included in the video.			
4.7.11 Awardee(s) agree to accept the terms contained in SBBC's Agreement as outlined in <b>Attachment I</b> and submit any additional documents that require signature at the time of Award. Describe any and all deviations in detail.			
4.7.12 Awardee agrees to provide an extension of 180 days beyond the expiration date of the renewal period at the same rate/fees as the previous 12-month period, as outlined in Section 2.3 of the RFP.			

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

<b>Services Requested</b>	<b>Yes, Can Comply</b>	<b>Yes, Can Comply but with Deviations</b>	<b>No, Cannot Comply</b>
4.7.13 Awardee agrees to maintain accurate recordkeeping, including but not limited to, applications, deductions, refund checks, cancelations, terminations, claims, and billing. Awardee is responsible to reconcile and provide SBBC within 10 business days of any discrepancies.			
4.7.14 Awardee agrees to provide a bilingual customer service representative at no additional cost if requested by SBBC.			
4.7.15 Awardee agrees to only a one-year look back period for reconciliation on billing and premiums.			
4.7.16 Awardee shall maintain an office in the tri-county area (Broward, Miami-Dade, and Palm Beach Counties). This office must be staffed by at least one representative and open for business Monday-Friday.			
4.7.17 Awardee will make all refunds directly to employees for excess premiums. In addition, provide notification to SBBC of such refunds.			
4.7.18 Awardee shall notify SBBC monthly of any cancellations and reason for cancellations.			
4.7.19 Awardee(s) agree to accept the terms contained in SBBC's HIPAA Business Associate Agreement as outlined in <b>Attachment J</b> . Describe any and all deviations in detail.			
4.7.20 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)**

<b>Services Requested</b>	<b>Yes, Can Comply</b>	<b>Yes, Can Comply but with Deviations</b>	<b>No, Cannot Comply</b>
4.7.22 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).			
4.7.23 Awardee in cafeteria plan will be required to participate in open enrollment.			
4.7.24 Applications must be fully executed and employees must be provided with a copy at the time of signature. Employees signing up for the voluntary plans/programs shall be named as the owner of the policy and provided with a certificate of insurance within 30 days. The original and a copy of the application are to be submitted to SBBC's Benefits Department. Applications submitted to the Benefits Department for processing with less than a 15-day timeframe to the closest pay date will be processed by the computer system constraints and payroll schedules.			
4.7.25 SBBC's payroll system has multiple deduction schedules based on employees' calendars. It will be the Awardee's responsibility to provide the deduction amounts per each employee payroll deduction schedule.			
4.7.26 Awardee will assist and maintain a Voluntary Supplemental Insurance Plan/Program portion of the Benefits Website at no cost to SBBC.			
4.7.27 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)**

- 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 L** 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 C** 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)**

4.11	<p><b><u>M/WBE Participation: (Maximum 10 allowable points):</u></b> SBBC's Supplier Diversity &amp; 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. <b><u>M/WBE participation is strongly encouraged.</u></b> If the Bidder is a Certified M/WBE by SBBC, Bidder also should be listed on the M/WBE Participation Form.</p> <p><u>M/WBE vendors utilized for this contract must be certified by SBBC's Supplier Diversity &amp; Outreach Program</u> Office prior to submission of bid proposal. For information on M/WBE Certification, contact SBBC's Supplier Diversity &amp; Outreach Program at 754-321-0550. SBBC's Supplier Diversity &amp; 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 &amp; Outreach Program to have a diverse group, as well as an equitable distribution of M/WBEs participating on any award of this Proposal.</p> <p>To find M/WBE firms to partner with during the term of this contract, please go to the following link:  <a href="http://www.broward.k12.fl.us/supply/sdop/vendorlist.html">http://www.broward.k12.fl.us/supply/sdop/vendorlist.html</a></p>	
	<p><b><u>M/WBE Information:</u></b> Proposer will be evaluated and points awarded based on the evaluation criterion 4.11.1, 4.11.2 and 4.11.3 depending on the information submitted by the Proposer</p>	<p align="center"><b>Maximum Points</b></p>
4.11.1	<p>Identify the M/WBE firm or firms who will be working with you on this engagement (see <b>Attachment T3</b>, 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 <b>Attachment T3</b>). 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.</p>	<p align="center"><b>6</b></p>
4.11.2	<p>Proposer shall provide staff diversity information by completing and submitting <b>Attachment T2</b>, Employment Diversity Statistics.</p>	<p align="center"><b>2</b></p>
4.11.3	<p>Proposer shall submit information of its involvement in the 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.</p>	<p align="center"><b>2</b></p>
	<p><b>TOTAL POINTS.....</b></p>	<p align="center"><b>10</b></p>
	<p>The Awardee will be required to submit a Monthly Minority/Women Business Enterprise (M/WBE) Subcontractor Utilization Report (Utilization Report) (see <b>Attachment T1</b>) to the Supplier Diversity &amp; 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). <b><u>State your willingness to comply with this requirement.</u></b></p>	
	<p>Awardee must provide the Supplier Diversity &amp; Outreach Program a 30-day written notice for substitution of an M/WBE Proposer. <b><u>State your willingness to comply with this requirement.</u></b></p>	

**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:

<b><u>CATEGORY</u></b>	<b><u>MAXIMUM POINTS</u></b>
A. Experience and Qualifications	30
B. Scope of Services	30
C. Cost of Services	30
D. Supplier Diversity & Outreach Program (M/WBE)	
D.1 Participation	4
D.2 Diversity	3
D.3 Community Outreach	3
<b>TOTAL</b>	<b>100</b>

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**

If Proposer is an insurance carrier who met the Minimum Eligibility requirements under 4.2.3 through a parent or affiliated company, then the Proposer must have a representative of said parent or affiliated company present at the meeting during which the Evaluation Committee will review Proposals and make recommendations for Award. Such representative shall have authority to bind said parent or affiliated company to guarantee the Agreement terms as negotiated by SBBC and Proposer and the parent or affiliated company will be required to execute a guarantee of the resultant Agreement.

- 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 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 17<sup>th</sup> 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 9, 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 18-010V - RFP Voluntary Supplemental Insurance 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/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 18-010V), 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 any 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 90 days from the date of Proposal opening.
- 7.6 **EVALUATION COMMITTEES AND PROPOSALS:** SBBC and its Proposal Evaluation Committees evaluate and negotiate all Proposals in accordance with State Statutes 119.071 and 286.0113.
- 7.7 **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 W, 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 **DISPUTES:** 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.  
In case of any doubt or difference of opinion, the decision of SBBC shall be final and binding on both 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](http://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/GROUP\\_FEE\\_FIELDPRINT%20CODE.pdf](http://www.broward.k12.fl.us/police/pdf/secclle/GROUP_FEE_FIELDPRINT%20CODE.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. 3<sup>rd</sup> 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](http://www.demandstar.com) on **April 3, 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](http://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, School Board Policy 1100B, Section 11, 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](http://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](http://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](http://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 **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.
- 7.35 **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.
- 7.36 **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 **ASSIGNMENT:** Neither any award of this RFP nor any interest in any award of this RFP may be assigned, transferred or encumbered by any party without the prior written consent of the Director, Procurement & 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.
- 7.38 **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.
- 7.39 **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

- 7.40 **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.
- 7.41 **RE-RATING ENDORSEMENT:** Notwithstanding any provision in the Agreement between SBBC and Awardee to the contrary:
- 7.41.1 Awardee(s) must provide SBBC valid written notice, stating the amount of change proposed, at least 180 calendar days prior to the effective date of the increase during the first year of the Agreement, and at least 270 calendar days prior to the effective date of the increase subsequent to the first year of the Agreement. Notice that a change in rates or consideration is proposed, without stating clearly the exact amount and the effect of the proposed change on the overall consideration of the Agreement shall not constitute a valid notice. A written notice of any change in rates or other change in consideration shall be delivered by certified mail to: Executive Director, Benefits & EEO Compliance, SBBC, 7770 W. Oakland Park Boulevard, 1<sup>st</sup> Floor, Sunrise, Florida 33351.
- 7.41.2 Any increase of rates or other provisions shall be preceded by delivery to SBBC of notice of any increase in rates or other provisions. Any such increase in rates or other provisions shall be effective only on January 1<sup>st</sup> following the current plan or applicable rate period year.
- 7.41.3 Notice by an Awardee(s) of intent to effect any change in consideration shall thereby entitle SBBC to cancel the Agreement without penalty.
- 7.42 **TERMINATION:** This 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.
- 7.43 **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.

## **7.0 GENERAL CONDITIONS**

- 7.44 **DISTRIBUTION**: DemandStar by Onvia, [www.demandstar.com](http://www.demandstar.com), is the official method approved by the Procurement & 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 RFP as non-responsive for failure to include all necessary documents or required Addenda. For information regarding the above referenced solicitation, contact the designated Purchasing Agent as stated herein.
- 7.44 **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

# **ATTACHMENT A**

## **Plan Design Templates**

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

**For your convenience, Attachment A1-A11 is also available as a separate downloadable document in a useable Microsoft Word format.**

### **Plan Design Templates**

- A1. Cancer**
- A2. Critical Illness/Critical Illness (Lump Sum)**
- A3. Hospital Indemnity/Intensive Care**
- A4. Life Insurance Permanent Life**
- A5. Long-Term Care**
- A6. Pre-Paid Legal**
- A7. Accident Plan**
- A8. Short-Term Disability**
- A9. Pet Insurance**
- A10. Homeowners Insurance**
- A11. Consumer Financial Product**



**CANCER PLAN DESIGN TEMPLATE**

<b>Plan Provision</b>	<b>Coverage Level / Benefit Amount</b>	<b>Lifetime Maximum / Exclusions</b>
<b>First Occurrence Benefit / Amount(s) Offered</b>		
<b>Reoccurrence Benefit</b>		
<b>Hospital Confinement Benefit</b>		
<b>Surgical/Anesthesia Benefit</b>		
<b>Nursing Services Benefit</b>		
<b>Outpatient Hospital Surgical Benefit</b>		
<b>Second &amp; Third Surgical Opinion Benefit</b>		
<b>Ambulance Benefit</b>		
<b>Transportation Benefit</b>		
<b>Lodging Benefit</b>		
<b>Extended Care Facility Benefit</b>		
<b>Hospice Benefit</b>		
<b>Home Health Care Benefit</b>		
<b>Wellness Benefit</b>		
<b>Medical Imaging with Diagnosis Benefit</b>		
<b>Nonsurgical Treatment Benefits (List all Benefits included)</b>		
<b>Oral/Topical Chemotherapy Benefits/Prescription per month</b>		
<b>Injected Chemotherapy Benefits</b>		
<b>Radiation Therapy Benefit</b>		
<b>Experimental Treatment Benefit</b>		
<b>Immunotherapy Benefit</b>		
<b>Anti-Nausea Benefit</b>		
<b>Stem Cell Transplantation Benefit</b>		
<b>Bone Marrow Transplantation Benefit</b>		
<b>Donor Bone Marrow Transplantation Benefit</b>		
<b>Blood, Plasma, Platelets Benefit</b>		
<b>Skin Cancer Surgery Benefit</b>		
<b>Egg Harvesting and Storage (cryopreservation) Benefit</b>		
<b>Reconstructive Surgery Benefit</b>		

**CANCER PLAN DESIGN TEMPLATE (CONTINUED)**

<b>Plan Provision</b>	<b>Coverage Level / Benefit Amount</b>	<b>Lifetime Maximum / Exclusions</b>
<b>Surgical Prosthesis Benefit</b>		
<b>Non-Surgical Prosthesis Benefit</b>		
<b>Non-Surgical</b>		
<b>Specified Disease Benefit List (List All Diseases and Benefit Coverage)</b>		
<b>Dependent Child First Occurrence Benefit</b>		
<b>Additional Benefits (List All Other Benefits)</b>		
<b>Pre-existing Condition Limitations</b>		
<b>Waiver of Premium</b>		
<b>Guarantee Issue</b>		
<b>Guaranteed Renewable</b>		
<b>Eligible Participants (Full/Part-Time) Employee, Family, Dependents, Domestic Partners</b>		
<b>Participation Requirements</b>		
<b>Portability? Yes__ No__</b>		

**CRITICAL ILLNESS PLAN DESIGN TEMPLATE**

<b>Plan Provision</b>	<b>Coverage Level / Benefit Amount</b>	<b>Lifetime Maximum / Exclusions</b>
<b>First Occurrence Benefit Amount Options</b>		
<b>Reoccurrence Benefit</b>		
<b>Secondary Specified Health Event</b>		
<b>Covered Conditions (List all i.e. Coma, Persistent Vegetative State, Major Third Degree Burns, Alzheimer's)</b>		
<b>Hospital Confinement Benefit</b>		
<b>Hospital Intensive Care Unit</b>		
<b>Major Organ Transplant</b>		
<b>Ambulance Benefit – Ground/Air</b>		
<b>Transportation Benefit – Employee/Family Member</b>		
<b>Lodging Benefit – Employee/Family Member</b>		
<b>Continuing Care</b>		
<b>Physical Therapy</b>		
<b>Speech Therapy</b>		
<b>Occupational Therapy</b>		
<b>Respiratory Therapy</b>		
<b>Dietary Therapy/Consultation</b>		
<b>Home Health Care</b>		
<b>Dialysis</b>		
<b>Hospice Care</b>		
<b>Extended Care</b>		
<b>Physician Visits</b>		
<b>Nursing Home Care</b>		
<b>Wellness Benefit</b>		
<b>Pre-existing Condition Limitations</b>		
<b>Waiver of Premium</b>		
<b>Guaranteed Issue</b>		
<b>Guaranteed Renewable</b>		

**CRITICAL ILLNESS PLAN DESIGN TEMPLATE (CONTINUED)**

<b>Plan Provision</b>	<b>Coverage Level / Benefit Amount</b>	<b>Lifetime Maximum / Exclusions</b>
<b>Eligible Participants (Full/Part-time) Employee, Family, Dependents, Domestic Partners</b>		
<b>Participation Requirements</b>		
<b>Portability? Yes___ No___</b>		
<b>Other Benefits (List All Other Benefits)</b>		

**CRITICAL ILLNESS (LUMP SUM) PLAN DESIGN TEMPLATE**

<b>Plan Provision</b>	<b>Coverage Level / Benefit Amount</b>	<b>Lifetime Maximum / Exclusions</b>
<b>Lump Sum Plan Amount Options: Example \$10,000 – \$50,000</b>		
<b>Recurrence Benefits 100%-25% Covered Lump Sum Conditions: Please List and Explain</b>		
<b>Secondary Occurrence Benefit Amount (new critical illness)</b>		
<b>Wellness/Screening Benefit: List Specific Screenings</b>		
<b>Covered Conditions at 100% of Lump Sum upon Diagnosis List Illness/Condition:</b>		
<b>Covered Conditions at 50% of Lump Sum upon Diagnosis List Illness/Condition:</b>		
<b>Covered Conditions at 25% of Lump Sum upon Diagnosis List Illness/Condition:</b>		
<b>Alzheimer's Coverage Yes__ No__ 100%/50%/25% of Coverage</b>		
<b>Dependent Eligibility/Child Coverage 100% Employee Coverage 25% Employee Coverage</b>		
<b>Benefits Paid In Addition to Other Coverage? Yes__ No__</b>		
<b>Pre-existing Condition Limitations</b>		
<b>Wavier of Premium</b>		
<b>Guaranteed Issue</b>		
<b>Guaranteed Renewable</b>		
<b>Eligible Participants (Full/Part-Time) Employee, Family, Dependents, Domestic Partners</b>		
<b>Participation Requirements</b>		
<b>Portability? Yes__ No__</b>		
<b>Other Benefits (List All Other Benefits)</b>		

**HOSPITAL INDEMNITY/INTENSIVE CARE PLAN DESIGN TEMPLATE**

<b>Plan Provision</b>	<b>Coverage Level/Benefit Amount</b>	<b>Lifetime Maximum / Exclusions</b>
<b>Initial Hospital Admission/Hospital Confinement Benefit (Per Year)</b>		
<b>Daily Benefit</b>		
<b>Rehabilitation Benefit</b>		
<b>Ambulatory Surgical Center</b>		
<b>Surgical Benefit</b>		
<b>Anesthesia Benefit</b>		
<b>Medical Diagnostic Testing</b>		
<b>Intensive Diagnostic Exams</b>		
<b>Outpatient Surgical Room</b>		
<b>Outpatient Physician Benefit</b>		
<b>Urgent Care/Emergency Room Benefit</b>		
<b>Issue Age (Minimum/Maximum)</b>		
<b>Ambulance Benefit</b>		
<b>Wellness Benefit</b>		
<b>Pregnancy</b>		
<b>Pregnancy of Dependent Child</b>		
<b>Waiver of Premium</b>		
<b>Coordination of Benefits</b>		
<b>Pre-existing Condition Limitations</b>		
<b>Guaranteed Issue</b>		
<b>Guaranteed Renewable</b>		
<b>Eligible Participants: (Employees, Spouses, Eligible Children, Domestic Partner and/or Significant Other)</b>		
<b>Participation Requirements</b>		
<b>Portability? Yes___ No___</b>		
<b>Other Benefits (List all other benefits)</b>		

**HOSPITAL INDEMNITY/INTENSIVE CARE PLAN DESIGN TEMPLATE**

Plan Provision	Coverage Level/Benefit Amount	Lifetime Maximum/Exclusions
Daily Hospital Intensive Care Benefit		
Daily Sub-Acute Intensive Care Unit Benefit		
Ambulatory Surgical Center		
Human Organ Transplant Benefit		
Ambulance Benefit		
Waiver of Premium		
Coordination of Benefits		
Pre-existing Condition Limitations		
Guaranteed Issue		
Guaranteed Renewable		
Eligible Participants (Full/Part-Time Employee, Family, Dependents, Domestic Partners)		
Participation Requirements		
Portability? Yes__ No__		
Other Benefits (List All Other Benefits)		

**LIFE INSURANCE –PERMANENT LIFE PLAN DESIGN TEMPLATE**

<b>Plan Provision</b>	<b>Coverage Level/Benefit Amount</b>	<b>Lifetime Maximum/Exclusions</b>
<b>Insurance Amount</b>		
Minimum Face Amount		
Maximum Face Amount		
<b>Death Benefit</b>		
<b>Interest Rates</b>		
• Guarantee Minimum %		
• Current Rate %		
<b>Incontestability</b>		
<b>Issue Ages</b>		
<b>Paid Up Values</b>		
<b>Cash or Loan Values</b>		
<b>Premium Waiver</b>		
<b>Pre-existing Condition</b>		
<b>Guaranteed Issue</b>		
<b>Guaranteed Renewable</b>		
<b>Eligible Participants</b>		
<b>Participation Requirements</b>		
<b>Other Benefits</b>		



**LONG-TERM CARE PLAN DESIGN TEMPLATE**

<b>Plan Provision</b>	<b>Coverage Level/Benefit Amount</b>	<b>Lifetime Maximum/Exclusions</b>
<b>Eligible Participants (Employees and Spouses or Surviving Spouses, Parents and Parents-in-law, Retirees and Spouses or Surviving Spouses, Domestic Partner and/or Significant Other)</b>		
<b>Issue Age (Minimums/Maximums)</b>		
<b>Linkages, Employees, Spouses, Children, Domestic Partner and/or Significant Other</b>		
<b>Participation Requirements</b>		
<b>Guaranteed Renewable</b>		
<b>Guaranteed Issue</b>		
<b>Pre-existing Conditions</b>		
<b>Nursing Home Care</b>		
<b>Alternative Care Facilities</b>		
<b>Non-institutional Care</b>		
<b>Respite Care/Informal Care</b>		
<b>Daily Benefit Amount</b>		
<b>Maximum Lifetime Benefit (i.e., 1 year – 5 year)</b>		
<b>Benefit Eligibility</b>		
<b>Care Management</b>		
<b>Waiting Period</b>		
<b>Home Care</b>		
<b>Adult Day Care</b>		
<b>Hospice Care</b>		
<b>At Home Hospice Care</b>		

**LONG-TERM CARE PLAN DESIGN TEMPLATE (CONTINUED)**

Plan Provision	Coverage Level/Benefit Amount	Lifetime Maximum/Exclusions
Alternative Plan of Care		
Waiver of Premium		
Coordination of Benefits		
Inflation Protection		
Nonforfeiture		
Portability? Yes___ No___		
Other Benefits (List All Other Benefits)		

**PRE-PAID LEGAL PLAN DESIGN TEMPLATE**

<b>Plan Provision</b>	<b>Coverage Level/Benefit Amount</b>	<b>Lifetime Maximum/Exclusions</b>
<b>Preventive Legal Services</b>		
<b>Telephone Consultations</b>		
<b>Business / Personal /Letter / Phone Calls to third parties</b>		
<b>Review Business / Personal Legal Documents (Lease, Real Estate)</b>		
<b>Motor Vehicle Legal Services</b>		
<b>Representation for Traffic Violations</b>		
<b>Representation for Vehicle Related Criminal Charges</b>		
<b>Driver's Licenses Assistance</b>		
<b>Personal Injury / Property Damage Collection</b>		
<b>Trial Defense Services</b>		
<b>Defense of Civil Suits and Job-Related Criminal Charges</b>		
<b>IRS Audit Legal Services</b>		
<b>Professional Services</b> <ul style="list-style-type: none"> <li>• Representation at Audit</li> <li>• Representation at Trial</li> </ul>		
<b>Waiver of Premium</b>		
<b>Pre-existing Condition</b>		
<b>Guaranteed Issue</b>		
<b>Guaranteed Renewable</b>		
<b>Eligible Participants</b>		
<b>Participation Requirements</b>		
<b>Portability? Yes___ No___</b>		

**PRE-PAID LEGAL PLAN DESIGN TEMPLATE (CONTINUED)**

<b>Plan Provision</b>	<b>Coverage Level/Benefit Amount</b>	<b>Lifetime Maximum/Exclusions</b>
<b>Other Legal Services (List All Other Benefits)</b>		
<b>Credit Report Analysis and Repair (Including Settling Accounts in Collection)</b>		
<b>Identity Theft information and restoration</b>		
<b>Simple Will (for member and spouse or domestic partner)</b>		
<b>Notary Services</b>		
<b>Attorney Representation (General)</b>		
<b>Service Access (Hours of Operation)</b>		
<b>Languages available</b>		
<b>Divorce Assistance</b>		
<b>Immigration/Citizenship</b>		
<b>Wage Garnishments</b>		
<b>Bankruptcy</b>		
<b>Domestic Violence</b>		

**ACCIDENT PLAN DESIGN TEMPLATE**

<b>Plan Provision</b>	<b>Coverage Level/Benefit Amount</b>	<b>Lifetime Maximum/Exclusions</b>
<b>Accidental Death - Common Carrier</b>		
<b>Accidental Dismemberment</b>		
<b>Ambulance</b>		
<ul style="list-style-type: none"> <li>• <b>Ground</b></li> <li>• <b>Air</b></li> </ul>		
<b>Appliances</b>		
<b>Blood, Plasma and Platelets</b>		
<b>Catastrophic Accident (Loss of entire Arm/Leg, Sight/Hearing in both)</b>		
<b>Common Accidental Injuries</b>		
<b>Emergency Room Treatment</b>		
<b>Hospital Admission (Due to Accident)</b>		
<b>Hospital Confinement (Due to Accident)</b>		
<b>Hospital ICU Confinement</b>		
<b>Initial Doctor's Office Visit</b>		
<b>Lodging (Employee/Dependent)</b>		
<b>Major Diagnostic Exams</b>		
<b>Physical Therapy</b>		
<b>Prosthetic Devices</b>		
<b>Surgery</b>		
<b>Additional Benefits</b>		
<ul style="list-style-type: none"> <li>• <b>Health Screening Benefit Rider (Wellness)</b></li> <li>• <b>Sickness Hospital Confinement and Admission Rider</b></li> <li>• <b>Accident Off-Job Disability Income Rider</b></li> <li>• <b>Family Coverage</b></li> <li>• <b>Leave of Absence Coverage</b></li> </ul>		
<b>Pre-Existing Condition</b>		
<b>Portability? Yes ___ No ___</b>		
<b>Guaranteed Renewable</b>		
<b>Other Benefits (List All Other Benefits)</b>		

**SHORT-TERM DISABILITY PLAN DESIGN TEMPLATE**

<b>Plan Provision</b>	<b>Coverage Level/Benefit Amount</b>	<b>Lifetime Maximum/Exclusions</b>
<b>Eligible Participants (Employees and Spouses)</b>		
<b>Percentage of Salary Replacement (Benefit Amount)</b>		
<b>Maximum Benefit Duration</b>		
<b>Minimum Weekly/Monthly Amount</b>		
<b>Maximum Weekly/Monthly Amount</b>		
<b>Guaranteed Renewable</b>		
<b>Guaranteed Issue</b>		
<b>Pre-existing Condition</b>		
<b>Disability Definition for Benefit Trigger</b>		
<b>Separate periods of Disability per incident (Number of Days)</b>		
<b>On the Job Injury Coverage Option</b>		
<b>Off the Job Injury Coverage Option</b>		
<b>Sickness Coverage</b>		
<b>Mental Illness</b>		
<b>Pregnancy Exclusion</b>		
<b>Cognitive Impairment</b>		
<b>Partial Disability Benefit Option Availability</b>		
<b>Total Disability Benefit Option</b>		
<b>Care Management/Case Management Terms</b>		
<b>Return to work incentive</b>		
<b>Elimination</b>		
<b>Waiver of Premium</b>		
<b>Coordination of Benefits</b>		
<b>Portability? Yes__ No__</b>		
<b>Conversion to a Individual Disability Policy</b>		
<b>Recurring Disability Definition (Including number of days between occurrences)</b>		
<b>Other Benefits (List All Other Benefits)</b>		

**PET INSURANCE PLAN DESIGN TEMPLATE**

<b>Structured Benefit Program</b>		
<b>Plan Provision</b>	<b>Coverage Level</b>	<b>Lifetime Maximum/Exclusions</b>
<b>Network Doctors (Palm Beach, Broward, Dade)</b>		
<b>Other Services</b>		
<b>Deductible</b>		
<b>Copay</b>		
<b>Annual Cap</b>		
<b>Lifetime Maximum</b>		
<b>Wellness</b>		
<b>Discount Program Network List (Please Provide)</b>		
<b>Illness</b>		
<b>Accident</b>		
<b>Pre-Existing Conditions</b>		
<b>Exclusions</b>		
<b>Other Benefits (List All Other Benefits)</b>		

**PET INSURANCE PLAN DESIGN TEMPLATE (CONTINUED)**

<b>Discount Program</b>		
<b>Plan Provision</b>	<b>Coverage Level</b>	<b>Lifetime Maximum/Exclusions</b>
<b>Discount Program</b>		
<b>Amount of Discount</b>		
<b>Network Doctors (Palm Beach, Broward, Dade)</b>		
<b>Other Services</b>		
<b>Deductible</b>		
<b>Copay</b>		
<b>Annual Cap</b>		
<b>Lifetime Maximum</b>		
<b>Wellness</b>		
<b>Discount Program Network List (Please Provide)</b>		
<b>Illness</b>		
<b>Accident</b>		
<b>Pre-Existing Conditions</b>		
<b>Exclusions</b>		
<b>Other Benefits (List All Other Benefits)</b>		



**HOMEOWNERS INSURANCE PLAN DESIGN TEMPLATE**

<b>Plan Provision</b>	<b>Coverage Level/Benefit Amount</b>	<b>Exclusions/Limitations</b>
<b>Homeowners Coverage</b>		
<b>Deductible</b>		
<b>Property Deductible (Fire/Theft)</b>		
<b>Wind Deductible</b>		
<b>Flood</b>		
<b>Contents</b>		
<b>Dwelling</b>		
<b>Loss of Use</b>		
<b>Liability</b>		
<b>Medical Payments</b>		
<b>Renters/Tenant Coverage</b>		
<b>Umbrella Coverage</b>		
<b>Exclusions and Limitations</b>		
<b>Eligible Participants</b>		
<b>Participation Requirements</b>		
<b>Other Benefits (List All Other Benefits)</b>		

**CONSUMER FINANCIAL PRODUCT DESIGN TEMPLATE**

<b>Eligible Participants</b>		
<b>Issue Age (Minimum/Maximum)</b>		
<b>Participation Requirements</b>		
<b>Guaranteed Issue/Approval</b>		
<b>Maximum/Minimum Loan Amount Available</b>		
<b>Can Loan maximum/minimum be salary based on earned income?</b>		
<b>Describe fixed interest rate amount</b>		
<b>Describe payment terms</b>		
<b>Are applications available online?</b>		
<b>How quickly are loans made available to employee?</b>		
<b>How are loans distributed?</b>		
<b>Are there any limits on the number of loans?</b>		
<b>Are there any types of credit counseling?</b>		
<b>Are loan repayments deducted from Payroll?</b>		
<b>Other Benefits (List All Other Benefits)</b>		

# **ATTACHMENT B**

## **Questionnaires**

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

**For your convenience, Attachment B1-B12 is also available as a separate downloadable document in a useable Microsoft Word format.**

# **ATTACHMENT B - Questionnaires**

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

**For your convenience, Attachment B1 – B12 is also available as a separate downloadable document in a useable Microsoft Word format.**

**B1. General Questionnaire**

(All Proposers are requested to respond to the General Questionnaire)

**B2. Cancer**

**B3. Critical Illness/Critical Illness Lump Sum**

**B4. Hospital Indemnity/Intensive Care**

**B5. Life Insurance - Permanent Life**

**B6. Long-Term Care**

**B7. Pre-Paid Legal**

**B8. Accident Plan**

**B9. Short-Term Disability**

**B10. Pet Insurance**

**B11. Homeowners Insurance**

**B12. Consumer Financial Product**

**General Questionnaire**

(All Proposers are requested to respond to the General Questionnaire)

**Experience and Qualifications**

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
Cancer	
Critical illness	
Hospital Indemnity	
Life Insurance	
Long-Term Care	
Pre-Paid Legal	
Accident Plan	
Short-Term Disability	
Pet Insurance	
Homeowners Insurance	
Consumer Financial Products	
Other	

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	1/1/2017
Cancer				
Critical illness				
Hospital Indemnity				
Life Insurance				
Long-Term Care				
Pre-Paid Legal				
Accident Plan				
Short-Term Disability				
Pet Insurance				
Homeowners Insurance				
Consumer Financial Products				
Other				
<b>Total Enrollment</b>				

b.) Florida Enrollment

	1/1/2014	1/1/2015	1/1/2016	1/1/2017
Cancer				
Critical illness				
Hospital Indemnity				
Life Insurance				
Long-Term Care				
Pre-Paid Legal				
Accident Plan				
Short-Term Disability				
Pet Insurance				
Homeowners Insurance				
Consumer Financial Products				
Other				
<b>Total Enrollment</b>				

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

	1/1/2014	1/1/2015	1/1/2016	1/1/2017
Cancer				
Critical illness				
Hospital Indemnity				
Life Insurance				
Long-Term Care				
Pre-Paid Legal				
Accident Plan				
Short-Term Disability				
Pet Insurance				
Homeowners Insurance				
Consumer Financial Products				
Other				
<b>Total Enrollment</b>				

d.) Broward County Enrollment

	1/1/2014	1/1/2015	1/1/2016	1/1/2017
Cancer				
Critical illness				
Hospital Indemnity				
Life Insurance				
Long-Term Care				
Pre-Paid Legal				
Accident Plan				
Short-Term Disability				
Pet Insurance				
Homeowners Insurance				
Consumer Financial Products				
Other				
<b>Total Enrollment</b>				

5. What percent of your Florida enrollment in 2015 and 2016 is from public sector clients?

Florida Enrollment	<b>2015 % of Public Sector</b>	<b>2016 % of Public Sector</b>
% of Enrollment		

6. Provide references for your five (5) largest 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.							

7. Provide information for your three (3) largest (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

<b>Scope of Services</b>
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11. Can you accommodate electronic enrollments? Yes \_\_\_ No\_\_\_ Paper? Yes\_\_\_ No\_\_\_

12. It is desirable for all policyholders to receive a certificate of coverage, policy, copies of all signed documents and summary information by direct mail when they enroll or change coverage for any reason. Confirm that you will issue certificates by direct mail with all postage and cost to be paid for by the Awardee. Yes \_\_\_ No \_\_\_

## ATTACHMENT B1

13. Do you have a dedicated account manager, customer service unit and/or billing/recordkeeping unit for each plan/product offered? Account Manager? Yes \_\_\_ No \_\_\_ Customer Services Unit? Yes\_\_\_ No\_\_\_ Billing/Recordkeeping Unit? Yes\_\_\_ No\_\_\_ If yes, describe each available unit.
14. Confirm that you and/or your agents appointed will not cross-sell other products and services to employees/members that have not been approved by SBBC. Yes \_\_\_ No \_\_\_
15. Do any of your proposed policies contain any minimum participation or minimum enrollment requirements? Yes \_\_\_ No\_\_\_ If yes, what are the requirements?
16. Are the plans/programs that you are offering on a group or individual basis? Be specific for each product/plan you are offering. Group\_\_\_ Individual\_\_\_ Both\_\_\_
17. Have you completed all proposed plan design templates contained in **Attachment A**? Yes\_\_\_ No\_\_\_
18. Have you completed **Attachment L**? Yes \_\_\_ No \_\_\_
19. Are enroller's commission-based, per diem or salaried? Commission-Based \_\_\_ Per Diem \_\_\_ Salaried \_\_\_ Identify the enroller's payment schedule for each product/plan you are proposing.
20. If you are proposing plans/products that do not have specific questionnaires, provide the following details for each in addition to the general questionnaire
  - Plan/product description
  - Outline of benefits
  - Outline of cost including any commission
  - Any limitations and exclusions
  - Benefits of offering these plan(s)/products(s)



Cancer Questionnaire**Scope of Services**

1. Are your benefits taxable to the employee when benefits are utilized via a 1099? Yes\_\_\_ No\_\_\_ If yes, explain at what monetary amount a 1099 is generated.
2. Is your group cancer product reinsured? Yes \_\_\_ No \_\_\_ If yes, provide the name and address of the reinsurer.
3. Have you explained all plan benefits, including limitations and exclusions, in detail from the Cancer plan design template in **Attachment A**? Yes\_\_\_ No\_\_\_
4. Do you have any linkage requirements (i.e., must the employee enroll for the spouse, parent, etc., to enroll)? Yes\_\_\_ No \_\_\_ If yes, what are the requirements?
5. Do you allow family members to continue coverage if the employee terminates coverage or employment? Yes\_\_\_ No\_\_\_
6. Which family members are eligible for coverage? Spouse\_\_\_ Domestic Partner\_\_\_ Children\_\_\_ Parents\_\_\_ Other\_\_\_ Are there age or other requirements/limitations? Yes\_\_\_ No\_\_\_ If yes, please explain.
7. Are employees allowed to have coverage under both a cancer and critical illness plan/product at the same benefit allowances? Yes\_\_\_ No\_\_\_ Explain any limitations/exclusions.
8. Is portability available for the Cancer plans/products that you are proposing? Yes \_\_\_ No \_\_\_ If yes, address each of the following:
  - a. When is an employee eligible to port coverage?
  - b. If an employee ports coverage, are benefits affected in any way? List any and all limitations/exclusions related to the ported benefits.
  - c. How are ported rates determined?
  - d. Does the ported plan experience affect the base plan experience?
  - e. Are there any rate guarantees for the ported coverage?
  - f. How is the billing and collection handled for ported policies? At what frequency?
  - g. If a member ports coverage, is the experience data still part of the active experience or is the ported coverage placed in a separate experience pool?
9. Do you offer guaranteed issue for active employees? Yes \_\_\_ No \_\_\_ If yes, what is the guaranteed issue level/amount?
10. Describe if and how you coordinate benefits among other core and other voluntary plans/products.
11. Will the plan be pooled or experience rated? Pooled \_\_\_ Experience Rated \_\_\_
12. Explain, in detail, the conditions under which you would increase premiums, taking into account SBBC requirements and timing on rate changes.
13. Have you had experience incorporating cancer plans within a flexible enrollment or cafeteria plan? Yes\_\_\_ No \_\_\_

**Cancer Questionnaire (Continued)**

14. What is your average claim turnaround time?
15. Have you included a list of all your exclusions and limitations for your proposed cancer product(s) in **Attachment A**?  
Yes\_\_\_ No\_\_\_ If no, please provide.
16. Attach the Cancer application that would need to be completed by the member, including any underwriting questions and when/if these underwriting questions apply.
17. Are there any Medicaid eligibility guidelines/restrictions for spouse/children of employees who are Medicaid eligible/recipients?
18. Do you offer any riders, cost of living adjustments, benefit buy ups for received premiums or decrease in benefits? If yes, explain.
19. Do any of your proposed policies contain an age reduction schedule? Yes\_\_\_ No\_\_\_ If yes, than provide details on age, benefits, etc.
20. What is your average turnaround time for written inquires? Complaints? Can these be tracked specifically for SBBC members? Yes\_\_\_ No\_\_\_
21. What is your claims appeal process? Timing?
22. How long does it take for a member to receive the initial benefit(s) from the time the member submits a clean claim? Ongoing Claims? Do ongoing claims need new claim forms for additional follow up benefits? Yes\_\_\_ No\_\_\_

**Critical Illness Questionnaire****Scope of Services**

1. Are your benefits taxable to the employee when benefits are utilized via a 1099? Yes \_\_\_ No \_\_\_ If yes, explain at what monetary amount a 1099 is generated.
2. Is your group critical illness product reinsured? Yes \_\_\_ No \_\_\_ If yes, provide the name and address of the reinsurer.
3. Have you explained all plan benefits, including limitations and exclusions, in detail from the Critical Illness plan design template in **Attachment A**? Yes \_\_\_ No \_\_\_
4. Do you have any linkage requirements (i.e., must the employee enroll for the spouse, parent, etc., to enroll)? Yes \_\_\_ No \_\_\_ If yes, what are the requirements?
5. Do you allow family members to continue coverage if the employee terminates coverage or employment? Yes \_\_\_ No \_\_\_
6. Which family members are eligible for coverage? Spouse \_\_\_ Domestic Partner \_\_\_ Children \_\_\_ Parents \_\_\_ Other \_\_\_ Are there age or other requirements/limitations? Yes \_\_\_ No \_\_\_ If yes, please explain.
7. Are employees allowed to have coverage under both a cancer and critical illness plan/product at the same benefit allowance? Yes \_\_\_ No \_\_\_ Explain any limitations/exclusions.
8. Is portability available for the Critical Illness plans/products that you are proposing? Yes \_\_\_ No \_\_\_ If yes, address each of the following:
  - a. When is an employee eligible to port coverage?
  - b. If an employee ports coverage, are benefits affected in any way? List any and all limitations/exclusions related to the ported benefits.
  - c. How are ported rates determined?
  - d. Does the ported plan experience affect the base plan experience?
  - e. Are there any rate guarantees for the ported coverage?
  - f. How is the billing and collection handled for ported policies? At what frequency?
  - g. If a member ports coverage is the experience data still part of the active experience or is the experience of ported individuals placed in a separate experience pool?
9. Do you offer guaranteed issue for active employees? Yes \_\_\_ No \_\_\_ If yes, what is the guaranteed issue level/amount?
10. Describe if and how you coordinate benefits among other core and other voluntary plans/products?
11. Will the plan be pooled or experience rated? Pooled \_\_\_ Experience Rated \_\_\_
12. Explain, in detail, the conditions under which you would increase premiums, taking into account SBBC requirements and timing on rate changes.
13. Have you had experience incorporating critical illness plans within a flexible enrollment or cafeteria plan? Yes \_\_\_ No \_\_\_

**Critical Illness Questionnaire (Continued)**

14. What is your average claim turnaround time?
15. Have you included a list of all your exclusions and limitations for your proposed critical illness product(s) in **Attachment A**? Yes\_\_\_ No\_\_\_ If no, please provide.
16. Attach the Critical Illness application that would need to be completed by the member, including any underwriting questions and when/if these underwriting questions apply.
17. Are there any Medicaid eligibility guidelines/restrictions for spouse/children of employees who are Medicaid eligible/recipients?
18. Do you offer any riders, cost of living adjustments, benefit buy ups for received premiums or decrease in benefits? If yes, explain.
19. Do any of your proposed policies contain an age reduction schedule? Yes\_\_\_ No\_\_\_ If yes, than provide details in age, benefits, etc.
20. What is your average turnaround time for written inquires? Complaints? Can these be tracked specifically for SBBC members. Yes\_\_\_ No\_\_\_
21. What is your claims appeal process? Timing?
22. How long does it take for a member to receive the initial benefit(s) from the time the member submits a clean claim? Ongoing Claims? Do ongoing claims need new claim forms for additional follow up benefits? Yes\_\_\_ No\_\_\_

Critical Illness Lump Sum Questionnaire**Scope of Services**

1. Are your benefits taxable to the employee when benefits are utilized via a 1099? Yes\_\_\_ No\_\_\_ If yes, explain at what monetary amount a 1099 is generated.
2. Is your group critical illness product reinsured? Yes \_\_\_ No \_\_\_ If yes, provide the name and address of the reinsurer.
3. Have you explained all plan benefits including limitations and exclusions of Critical Illness plan design template in **Attachment A**? Yes \_\_\_ No \_\_\_
4. Do you have any linkage requirements (i.e., must the employee enroll for the spouse, parent, etc., to enroll)? Yes\_\_\_ No \_\_\_ If yes, what are the requirements?
5. Do you allow family members to continue coverage if the employee terminates coverage or employment? Yes \_\_\_ No \_\_\_
6. Which family members are eligible for coverage? Spouse \_\_\_ Domestic Partner \_\_\_ Children \_\_\_ Parents \_\_\_ Other \_\_\_ Are there age or other requirements/limitations? Yes\_\_\_ No\_\_\_ If yes, please explain.
7. Are employees allowed to have coverage under both a cancer and critical illness plan/product at the same benefit allowance? Yes\_\_\_ No\_\_\_ Explain any limitations/exclusions.
8. Is portability available for the Critical Illness plans/products that you are proposing? Yes \_\_\_ No \_\_\_ If yes, address each of the following:
  - a. When is an employee eligible to port coverage?
  - b. If an employee ports coverage, are benefits affected in any way? List any and all limitations/exclusions related to the ported benefits.
  - c. How are ported rates determined?
  - d. Does the ported plan experience affect the base plan experience?
  - e. Are there any rate guarantees for the ported coverage?
  - f. How is the billing and collection handled for ported policies? At what frequency?
  - g. If a member ports coverage is the experience data still part of the active experience or is the experience of ported individuals placed in a separate experience pool?
9. Do you offer guaranteed issue for active employees? Yes \_\_\_ No \_\_\_ If yes, what is the guaranteed issue level/amount?
10. Describe if and how you coordinate benefits among other core and other voluntary plans/products?
11. Will the plan be pooled or experience rated? Pooled \_\_\_ Experience Rated \_\_\_
12. Explain, in detail, the conditions under which you would increase premiums, taking into account SBBC requirements and timing on rate changes.
13. Have you had experience incorporating critical illness plans within a flexible enrollment or cafeteria plan? Yes \_\_\_ No \_\_\_

**Critical Illness Lump Sum Questionnaire (Continued)**

14. What is your average claim turnaround time?
15. Attach the Critical Illness application that would need to be completed by the member, including any underwriting questions and when/if these underwriting questions apply.
16. Are there any Medicaid eligibility guidelines/restrictions for spouse/children of employees who are Medicaid eligible/recipients?
17. Do you offer any riders, cost of living adjustments, benefit buy ups for received premiums or decrease in benefits? If yes, explain.
18. Do any of your proposed policies contain an age reduction schedule? Yes\_\_ No\_\_ If yes, than provide details on age, benefits, etc.
19. What is your average turnaround time for written inquires? Complaints? Can these be tracked specifically for SBBC members? Yes\_\_ No\_\_
20. What is your claims appeal process? Timing?
21. How long does it take for a member to receive the initial benefit(s) from the time the member submits a clean claim? Ongoing claims? Do ongoing claims need new claim forms for additional follow up benefits? Yes\_\_\_ No\_\_\_

Hospital Indemnity/Intensive Care Questionnaire**Scope of Services**

1. Is your hospital indemnity/intensive care product reinsured? Yes \_\_\_ No \_\_\_ If yes, provide the name and address of the reinsurer.
2. Have you explained all plan benefits, including limitations and exclusions in detail from the hospital indemnity/intensive care plan template provided in Attachment A? Yes \_\_\_ No \_\_\_ If no, please provide.
3. Do you have any linkage requirements (i.e., must the employee enroll for the spouse, parent, etc., to enroll)? Yes \_\_\_ No \_\_\_ If yes, what are the requirements?
4. Do you allow family members to continue coverage if the employee terminates coverage or employment? Yes \_\_\_ No \_\_\_
5. Which family members are eligible for coverage? Spouse \_\_\_ Domestic Partner \_\_\_ Children \_\_\_ Parents \_\_\_ Other \_\_\_ Are there age or other requirements/limitations? Yes \_\_\_ No \_\_\_ If yes, please explain.
6. Do you offer guaranteed issue for active employees? Yes \_\_\_ No \_\_\_ If yes, what is the guaranteed issue level/amount?
7. Will the plan be pooled or experience rated? Pooled \_\_\_ Experience Rated \_\_\_
8. Explain, in detail, the conditions under which you would increase premiums, taking into account SBBC requirements and timing on rate changes.
9. Explain the procedures for processing a claim. What is your average turnaround time?
10. Are there any pregnancy coverage limitations or eligibility requirements? Yes \_\_\_ No \_\_\_ If yes, explain.
11. Do you cover pregnancy of a dependent child? Yes \_\_\_ No \_\_\_ If yes, explain any limitations/restriction.
12. Provide your criteria for determining benefit eligibility.
15. Do you have negotiated discounts with hospitals or other providers? Yes \_\_\_ No \_\_\_ If yes, what is your average discount in South Florida?
16. For non-room admission do you provide hospital confinement benefits for stays over 18 hour stay at the emergency room or urgent care? Yes \_\_\_ No \_\_\_
17. For non-admissions to hospital, do you provide urgent care or emergency room benefits? Yes \_\_\_ No \_\_\_
18. Do you provide surgical benefits? Yes \_\_\_ No \_\_\_ If yes, which surgical procedures are covered under this benefit?
19. Is portability available for the hospital indemnity/intensive care plans/products that you are proposing? Yes \_\_\_ No \_\_\_ If yes, address each of the following:
  - a. When is an employee eligible to port coverage?

**Hospital Indemnity/Intensive Care Questionnaire (Continued)**

- b. If an employee ports coverage are benefits affected in any way? List any and all limitations/exclusions related to the ported benefits.
  - c. How are ported rates determined?
  - d. Does the ported plan experience affect the base plan experience?
  - e. Are there any rate guarantees for the ported coverage?
  - f. How is the billing and collection handled for ported policies? At what frequency?
  - g. If a member ports coverage, is the experience data still part of the active experience or is the ported coverage placed in a separate experience pool?
20. What is your average turnaround time for written inquires? Complaints? Can these be tracked specifically for SBBC members? Yes\_\_\_ No\_\_\_
21. Have you included a list of all of your exclusions and limitations under your proposed hospital indemnity/intensive care product(s) in **Attachment A**? Yes\_\_\_ No\_\_\_ If no, please provide.
22. Attach the Hospital Indemnity/Intensive Care application that would need to be completed by the member, including any underwriting questions and when/if these underwriting questions apply.
23. Are there any Medicaid eligibility guidelines/restrictions for spouse/children of employees who are Medicaid eligible/recipients.
24. Describe if and how you coordinate benefits among other core and other voluntary products?
25. Are benefits taxable to the employee when benefits are utilized via a 1099? Yes\_\_\_ No\_\_\_ If yes, explain at what monetary amount a 1099 is generated.
26. Do you offer any riders, cost of living adjustment, benefit buy ups for received premiums or decrease in benefits? If yes, explain.
27. Do any of your proposed policies contain an age reduction schedule? Yes\_\_\_ No\_\_\_ If yes, than provide details on age, benefits, etc.
28. What is your claims appeal process? Timing?
29. How long does it take for a member to receive the initial benefit(s) from the time the member submits a clean claim? Ongoing claims? Do ongoing claims need new claim forms for additional follow up benefits? Yes\_\_\_ No\_\_\_



Life Insurance – Permanent Life Questionnaire**Scope of Services**

1. What is the total annual premium revenue generated for all insureds under your employer-sponsored voluntary permanent life insurance plans? Provide information for voluntary permanent life products only, not combination products, (e.g., life policy with long-term care rider, employer-paid plans).
2. Is your Group Voluntary Permanent Life product reinsured? Yes \_\_\_ No \_\_\_ If yes, provide the name and address.
3. Have you explained all deviations and rationale, in detail, from the sample Voluntary Permanent Life plans/programs provided in **Attachment A**? Yes \_\_\_ No \_\_\_
4. Is your plan guaranteed renewable? Yes \_\_\_ No \_\_\_
5. Will the plan be pooled or experience rated? \_\_\_ Pooled \_\_\_ Experience Rated
6. Explain, in detail, the conditions under which you would increase premiums.
7. Provide exhibits for cash value and insurance cost for \$10,000 for age 25, 35, 45, 55, male and female nonsmoker.
8. Do you have any "forfeiture" penalties? Yes \_\_\_ No \_\_\_ If yes, describe the penalties.
9. Which family members are eligible for coverage? Are there age or other limitations?
10. Is portability available for the Voluntary Permanent Life plans/products that you are proposing? Yes \_\_\_ No \_\_\_ If yes, address each of the following:
  - a. When is an employee eligible to port coverage?
  - b. If an employee ports coverage, are benefits affected in any way? List any and all exclusions related to the ported benefits.
  - c. How are ported rates determined?
  - d. Does the ported plan experience affect the base plan experience?
  - e. Are there any rate guarantees for the ported coverage?
  - f. How is the billing and collection handled for ported policies? At what frequency?
11. Do you offer guaranteed issue for active employees? Yes \_\_\_ No \_\_\_
12. What is your average turnaround time for written inquiries?
13. What is your average claim turnaround time?
14. Provide a list of all of your exclusions and limitations.
15. Attach a sample Voluntary Permanent Life application that would need to be completed by the member, with any underwriting.

Long-Term Care Questionnaire**Scope of Services**

1. Is your group long-term care product reinsured? Yes \_\_\_ No \_\_\_ If yes, provide name and address of the reinsurer.
2. Have you explained all plan benefits, including limitations and exclusions in detail from the long-term care plans provided in **Attachment A**? Yes \_\_\_ No \_\_\_ If no, please provide.
3. Will the plan be pooled or experience rated? Pooled \_\_\_ Experience Rated \_\_\_
4. Describe how frequently rates are increased on the long-term care product plan. Are rates guaranteed for life of policy? Yes \_\_\_ No \_\_\_ If no, explain.
5. Do you have any "forfeiture" penalties? Yes \_\_\_ No \_\_\_ If yes, describe the penalties.
6. Which family members are eligible for coverage? Spouse \_\_\_ Domestic Partner \_\_\_ Children \_\_\_ Parents \_\_\_ Other \_\_\_  
Are there age or other requirements/limitations? Yes \_\_\_ No \_\_\_ If yes, please explain.
7. Is portability available for the long-term care plans/products that you are proposing? Yes \_\_\_ No \_\_\_ If yes, address each of the following:
  - a. When is an employee eligible to port coverage?
  - b. If an employee ports coverage are benefits affected in any way? List any and all limitations/exclusions related to the ported benefits.
  - c. How are ported rates determined?
  - d. Does the ported plan experience affect the base plan experience?
  - e. Are there any rate guarantees for the ported coverage?
  - f. How is the billing and collection handled for ported policies? At what frequency?
  - g. If a member ports coverage, is the experience data still part of the active experience or is the ported coverage placed in a separate experience pool?
8. Do you offer guaranteed issue for active employees? Yes \_\_\_ No \_\_\_ If yes, what is the guaranteed issue level/amount?
9. What is your average turnaround time for written inquiries? Complaints? Can these be tracked specifically for SBBC members? Yes \_\_\_ No \_\_\_
10. What is your average claim turnaround time?
11. Attach the long-term care application that would need to be completed by the member, including any underwriting questions and when/if these underwriting questions apply.
12. Do you have any linkage requirements (i.e., must the employee enroll for the spouse, parent, etc., to enroll)? Yes \_\_\_ No \_\_\_ If yes, what are the requirements?
13. Do you allow family members to continue coverage if the employee terminates coverage or employment? Yes \_\_\_ No \_\_\_

Long-Term Care Questionnaire (Continued)

14. Does your plan include a feature providing additional discounts if multiple family members enroll for coverage, such as employee and spouse? Yes \_\_\_ No \_\_\_ If yes, please describe.
15. What is your average turnaround time for processing an application?
16. Is there an appeal process for underwriting denials? Yes \_\_\_ No \_\_\_ If yes, explain the process.
17. Does your plan cover homemaker services? Yes \_\_\_ No \_\_\_ If yes, describe how this feature works.
18. What ranges of daily benefits are available?
19. Describe your waiting period in detail. How are days counted? Do they have to be consecutive? Yes \_\_\_ No \_\_\_
20. What inflation protection features are available to individual insureds? Who is eligible for inflation increases? How is the inflation increase determined?
21. Describe your nonforfeiture feature.
22. Does your plan include a return of premium on death feature? Yes \_\_\_ No \_\_\_ If yes, describe how it is calculated.
23. Describe your coordination of benefits, if one is available.
24. Does your plan provide coverage for informal caregivers; e.g., family members? Yes \_\_\_ No \_\_\_ If yes, explain how the use of informal caregivers may be covered.
25. Do you offer care management? Yes \_\_\_ No \_\_\_ If yes, describe in detail. Is it voluntary or mandatory? Voluntary \_\_\_ Mandatory \_\_\_ Is it performed by you or another entity?
26. What are the qualifications of your care managers? What training do they undergo? What penalties apply if the advice of a care manager is not followed?
27. Explain the procedures for processing a claim. Who approves requests for benefit eligibility?
28. Provide your criteria for determining benefit eligibility. Describe the ADL's you use and why. What level of dependency is required?
29. Do you have negotiated discounts with home health agencies or other providers? Yes \_\_\_ No \_\_\_
30. Do you have a provision for "congestive impairment" or mental incapacity? Yes \_\_\_ No \_\_\_ If yes, describe your provision and how it would relate to a person with Alzheimer's disease.
31. How do you define medical necessity? Do you require that a doctor orders or certifies that care is medically necessary?
32. Do you require the insured to continue to verify their disability? Yes \_\_\_ No \_\_\_ If yes, how often?
33. Do you require prior hospitalization in order to qualify for nursing and/or home care stay? Yes \_\_\_ No \_\_\_

**Long-Term Care Questionnaire (Continued)**

- 34. Are there any Medicaid eligibility guidelines/restrictions for spouse/children of employees who are Medicaid eligible/recipients? Yes\_\_ No\_\_ If yes, explain.
- 35. Describe if and how you coordinate benefits among other core and other voluntary products?
- 36. What is your claims appeal process? Timing?
- 37. Do you have any riders, cost of living adjustment, benefit buy ups for received premiums or decrease in benefits? If yes, explain.
- 38. Do any of your proposed policies contain an age reduction schedule? Yes\_\_ No\_\_ If yes, than provide details on age, benefits, etc.
- 39. How long does it take for a member to receive the initial benefit(s) from the time the member submits a clean claim? Ongoing claims? Do ongoing claims need new claim forms for additional follow up benefits? Yes\_\_\_ No\_\_\_

**Pre-Paid Legal Questionnaire**

**Scope of Services**

1. Describe the selection criteria used for your panel. Include:
  - The standards for attorney selection.
  - The process for confirming the education, training and licensure status of attorney applicants and any other standards used in the selection process.
  - The ongoing efforts to monitor the performance of panel attorneys for decisions to continue or withdraw from the panel.
  - The re-credentialing process.
2. How often are panel attorneys re-evaluated according to the initial selection criteria?
3. Provide the percentage of cases which are resolved over the telephone vs. the percentage resolved in person. In addition, include the number of cases which require referral to legal counsel outside of your panel attorneys.
4. Indicate the number of tri-county (Broward, Miami-Dade, and Palm Beach) specialists that reside within your panel of attorneys for each of the specialties listed below (please count each attorney only once):

<b>Specialist</b>	<b>Broward</b>	<b>Miami-Dade</b>	<b>Palm Beach</b>
Real Estate			
Tax			
Criminal Proceedings			
Civil Proceedings			
Divorce Law			
Estate Law			
Employment Law			
Other			
Total			

5. Will you agree to make your services exclusively available to SBBC members on a regular basis? Yes \_\_\_ No \_\_\_  
If yes, will panel attorneys be available in a central location or at the legal offices of the firm/panel? Indicate a proposed schedule, including office hours and extended hours.
6. Include a directory in Excel of all attorneys in your panel, including the name, area of specialty, and number of years in practice.
7. What is the ratio of attorneys to plan members for the plan you are proposing?
8. What is the average wait time for member's to obtain an in-office consultation with a panel attorney?
9. Has your organization ever been sued regarding your services and, if so, what were the results? Was the employer named? Yes \_\_\_ No \_\_\_ If yes, please describe.
10. Is portability available for the Pre-Paid Legal plans/products that you are proposing? Yes \_\_\_ No \_\_\_ If yes, address each of the following:
  - a. When is an employee eligible to port coverage?
  - b. If an employee ports coverage, are benefits affected in any way? List any and all limitations/exclusions related to the ported benefits.
  - c. How are ported rates determined?

**Pre-Paid Legal Questionnaire (Continued)**

- d. Does the ported plan experience affect the base plan experience?
  - e. Are there any rate guarantees for the ported coverage?
  - f. How is the billing and collection handled for ported policies? At what frequency?
11. Explain, in detail, the conditions under which you would increase premiums, taking into account SBBC requirements, and timing on rate changes.
12. Have you explained all plan benefits, in detail including limitations and exclusions in detail, from the Pre-Paid Legal plans/programs template provided in Attachment A? Yes \_\_\_ No \_\_\_ If no, please provide.
13. Do you allow family members to continue coverage if the employee terminates coverage or employment?  
Yes \_\_\_ No \_\_\_
14. Which family members are eligible for coverage? Spouse\_\_\_Domestic Partner\_\_\_Children\_\_\_Parents\_\_\_Other\_\_\_  
Are there other requirements/limitations? Yes \_\_\_ No \_\_\_If yes, explain.

**Accident Plan Questionnaire****Scope of Services**

1. Is your group accident product reinsured? Yes \_\_\_ No \_\_\_ If yes, provide the name and address of the reinsurer.
2. Do you have any linkage requirements (i.e., must the employee enroll for the spouse, parent, etc., to enroll)? Yes \_\_\_ No \_\_\_ If yes, what are the requirements?
3. Do you allow family members to continue coverage if the employee terminates coverage or employment? Yes \_\_\_ No \_\_\_
4. Which family members are eligible for coverage? Spouse \_\_\_ Domestic Partner \_\_\_ Children \_\_\_ Parents \_\_\_ Other \_\_\_  
Are there age or other requirements/limitations? Yes \_\_\_ No \_\_\_ If yes, please explain.
5. Do you offer guaranteed issue for active employees? Yes \_\_\_ No \_\_\_ If yes, what is the guaranteed issue level/amount?
6. Is portability available for the Accident Plan products that you are proposing? Yes \_\_\_ No \_\_\_ If yes, address each of the following:
  - a. When is an employee eligible to port coverage?
  - b. If an employee ports coverage are benefits affected in any way? List any and all limitations/exclusions related to the ported benefits.
  - c. How are ported rates determined?
  - d. Does the ported plan experience affect the base plan experience?
  - e. Are there any rate guarantees for the ported coverage?
  - f. How is the billing and collection handled for ported policies? At what frequency?
  - g. If a member ports coverage, is the experience data still part of the active experience or is the ported coverage placed in a separate experience pool?
7. Explain, in detail, the conditions under which you would increase premiums, taking into account SBBC requirement and timing on rate changes.
8. Will the plan be pooled or experience rated? Pooled \_\_\_ Experience Rated \_\_\_
9. Define your initial physician office visit care benefits.
10. Define your emergency treatment benefit.
11. Define your initial hospital admission benefits.
12. Define your initial intensive care unit hospital admission benefits.
13. Define your hospital confinement benefits.
14. Define your intensive care unit confinement benefits.
15. Define your rehabilitation facility confinement benefits.
16. Define your physical therapy benefits.

**Accident Plan Questionnaire (Continued)**

17. What is your average claim turnaround time?
18. Define your surgical benefits.
19. Define your ambulance benefits.
20. Define your transportation benefits.
21. Have you explained all plan benefits including limitations and exclusions in detail from the sample Accident plan design template in Attachment A? Yes \_\_\_ No \_\_\_
22. Attach the Accident Plan application that would need to be completed by the member, including any underwriting questions and when/if these underwriting questions apply.
23. Are there any Medicaid eligibility guidelines/restrictions, for spouse/children of employees who are Medicaid eligible/recipients?
24. Describe if and how you coordinate benefits among other core and other voluntary plans/products?
25. Are benefits taxable to the employee when benefits are utilized via a 1099? Yes\_\_\_ No\_\_\_ If yes, explain at what monetary amount a 1099 is generated.
26. Do you offer any riders, cost of living adjustments, benefit buy ups for received premiums or decrease in benefits? If yes, explain.
27. Do any of your proposed policies contain an age reduction schedule? Yes\_\_\_ No\_\_\_ If yes than provide details in age, benefit, etc.
28. What is your average turnaround time for written inquires? Complaints? Can these be tracked specifically for SBBC members? Yes\_\_\_ No\_\_\_
29. What is your claims appeal process? Timing?
30. How long does it take for a member to receive the initial benefit(s) from the time the member submits a clean claim? Ongoing claims? Do ongoing claims need new claim forms for additional follow up benefits? Yes\_\_\_ No\_\_\_



Short-Term Disability Questionnaire**Scope of Services**

1. Is your group short-term care product reinsured? Yes \_\_\_ No \_\_\_ If yes, provide name and address of the reinsurer.
2. Have you explained all plan benefits, in detail including limitations and exclusions in detail from the short-term care plans provided in **Attachment A**? Yes \_\_\_ No \_\_\_ If no, please explain.
3. Describe how frequently rates are increased on the short-term disability. Are rates guaranteed for life of policy? Yes \_\_\_ No \_\_\_ If no, explain.
4. Are benefits taxable to the employee when benefits are utilized via a 1099? Yes \_\_\_ No \_\_\_ If yes, explain at what monetary amount a 1099 is generated.
5. Which family members are eligible for coverage? Spouse \_\_\_ Domestic Partner \_\_\_ Children \_\_\_ Parents \_\_\_ Other \_\_\_ Are there age or other requirements/limitations? Yes \_\_\_ No \_\_\_ If yes, please explain.
6. Is portability available for the short-term disability plans/products that you are proposing? Yes \_\_\_ No \_\_\_ If yes, address each of the following:
  - a. When is an employee eligible to port coverage?
  - b. If an employee ports coverage are benefits affected in any way? List any and all limitations/exclusions related to the ported benefits.
  - c. How are ported rates determined?
  - d. Does the ported plan experience affect the base plan experience?
  - e. Are there any rate guarantees for the ported coverage?
  - f. How is the billing and collection handled for ported policies? At what frequency?
  - g. If a member ports coverage, is the experience data still part of the active experience or is the ported coverage placed in a separate experience pool?
7. Do you offer guaranteed issue for active employees? Yes \_\_\_ No \_\_\_ If yes, what is the guaranteed issue level/amount.
8. What is your average turnaround time for written inquires? Complaints? Can these be tracked specifically for SBBC members? Yes \_\_\_ No \_\_\_
9. What is your average claim turnaround time?
10. Attach the short-term disability application that would need to be completed by the member, including any underwriting questions and when/if these underwriting questions apply.
11. Do you have any linkage requirements (i.e., must the employee enroll for the spouse to enroll)? Yes \_\_\_ No \_\_\_ If yes, what are the requirements?

**Short-Term Disability Questionnaire (Continued)**

12. Do you allow family members to continue coverage if the employee terminates coverage or employment?  
Yes \_\_\_ No \_\_\_
13. What is your average turnaround time for processing an application?
14. Is there an appeal process for underwriting denials? Yes \_\_\_ No \_\_\_ If yes, explain the process.
15. Describe your elimination period in detail. How are days counted? Do they have to be consecutive? Yes \_\_\_ No \_\_\_
16. Describe your coordination of benefits, if one is available.
17. Do you offer care management? Yes \_\_\_ No \_\_\_ If yes, describe in detail. Is it Voluntary \_\_\_ or Mandatory \_\_\_?  
Is it performed by you or another entity?
18. Explain the procedures for processing a claim. Who approves requests for benefit eligibility?
19. Provide your criteria for determining benefit eligibility. Describe the Activities of Daily Living(ADL's) you use and why.  
What level of dependency is required?
20. Do you have a provision for "congestive impairment" or mental incapacity? Yes \_\_\_ No \_\_\_ If yes, describe  
your provision and how it would relate to a person with Alzheimer's disease.
21. How do you define medical necessity? Do you require that a doctor orders or certifies that care is medically  
necessary?
22. Do you require the insured to continue to verify their disability? Yes \_\_\_ No \_\_\_ If yes, how often?
23. Describe if and how you coordinate benefits among other core and other voluntary plans/products. Yes \_\_\_ No \_\_\_
24. Describe your definition of a successive disability.
25. Are any disabilities not covered? Yes \_\_\_ No \_\_\_ If yes, provide all disabilities not covered.
26. Describe your disability management programs, especially address the following:  
a) Return to work  
b) Behavioral health claims  
c) Pending claims for missing information
27. Do you have an independent medical examiner network? Yes \_\_\_ No
28. When do you begin return to work evaluation on active disability claims?
29. Do you provide any physical and/or vocational rehabilitation programs? Yes \_\_\_ No \_\_\_ If yes, provide details on  
programs.
30. What is the elimination period for accident? Sickness?

**Short-Term Disability Questionnaire (Continued)**

31. How do you define disability? Partial disability?
32. What is your claims appeal process? Timing?
30. How long does it take for a member to receive the initial benefit(s) from the time the member submits a clean claim? Ongoing claims? Do ongoing claims need new claim forms for additional follow up benefits? Yes\_\_\_ No\_\_\_

**Pet Insurance Questionnaire**

**Scope of Services**

1. Have you explained all plan benefits, including limitations and exclusions, in detail from the Pet Insurance plans design template provided in **Attachment A**? Yes \_\_\_ No \_\_\_ If no, please provide.
2. Is your plan portable? Yes \_\_\_ No \_\_\_ If yes, are there any restrictions.
3. Explain, in detail, the conditions under which you would increase premiums, taking into account SBBC requirements and timing on rate changes.
4. Do you offer a multi-pet discount? Yes \_\_\_ No \_\_\_ If yes, explain type of discount.
5. Are there age limits for coverage? Yes \_\_\_ No \_\_\_ If yes, explain age limits.
6. Does your plan exclude or require a higher premium for certain breeds? Yes \_\_\_ No \_\_\_ If yes, please explain
7. Does your plan exclude any genetic or hereditary conditions? Yes \_\_\_ No \_\_\_ If yes, provide the conditions.
8. Does your plan cover accidents and illness? Accidents? Yes \_\_\_ No \_\_\_ Illness? Yes \_\_\_ No \_\_\_
9. Does your plan cover comprehensive coverage along with preventive care, check-ups and neutering? Yes \_\_\_ No \_\_\_
10. What percentage of veterinarian bill is covered?
11. Complete the following chart on items that are covered and the amount of coverage:

	<b>Covered Yes / No</b>	<b>Annual or Lifetime Dollar Amount</b>
<b>Cancer</b>		
<b>Hip Dysplasia</b>		
<b>Viral Infection</b>		
<b>Eye problems</b>		
<b>Gastro Intestinal Problems</b>		
<b>X-rays</b>		
<b>Surgeries (Specify)</b>		
<b>Hospitalization</b>		
<b>Ultrasounds</b>		
<b>Chemotherapy</b>		
<b>Retinal Detachment</b>		
<b>Medications</b>		

Homeowners Insurance Questionnaire

**Scope of Services**

- 1. Have you explained all plan benefits, including limitations and exclusions, in detail from the Homeowners insurance plan design template provided in **Attachment A**? Yes \_\_\_ No \_\_\_
- 2. Do you offer guaranteed issue for active employees? Yes \_\_\_ No \_\_\_ If yes, what is the guaranteed issue?
- 3. Is your plan portable? Yes \_\_\_ No \_\_\_ If yes, explain details.
- 4. Explain, in detail, the conditions under which you would increase premiums, taking into account SBBC requirements and timing on rate changes.
- 5. Which family members are eligible for coverage? Spouse\_\_\_ Domestic Partner \_\_\_ Children\_\_\_ Parents\_\_\_ Other\_\_\_  
Are there age or other requirements/limitations? Yes\_\_\_ No\_\_\_ If yes, please explain.
- 6. Attach the Homeowners application that would need to be completed by the member, with any underwriting questions and when/if these underwriting questions apply.
- 7. Do you offer a side-by-side benefits/rates comparison to members' current policy(s)? Yes\_\_\_ No\_\_\_ If yes, what is the format in which the comparison is offered to members?

**Consumer Financial Product Plan Questionnaire**

**Scope of Services**

1. Describe loan conditions and if a third party payee can be utilized.
2. Explain liability of employer if employee leaves employment before the loan has been repaid.
3. Is your product portable? Yes\_\_\_ No\_\_\_ If yes, explain.
4. How payroll deductions are notified to SBBC if loan amount changes monthly.
5. Are loans considered income via a 1099?
6. Please list other services available.
7. Please describe application process and submit a copy of application eligibility questions.
8. Are loan services and forms available in multi-languages?

# ATTACHMENT C

## Financial Response Forms

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

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

### Financial Response Forms

- C1. Cancer**
- C2. Critical Illness/Critical Illness (Lump Sum)**
- C3. Hospital Indemnity/Intensive Care**
- C4. Life Insurance – Permanent Life**
- C5. Long-Term Care**
- C6. Pre-Paid Legal**
- C7. Accident Plan**
- C8. Short-Term Disability**
- C9. Pet Insurance**
- C10. Homeowners Insurance**
- C11. Consumer Financial Report**

<b>Cancer Financial Response Form</b>			
<b>Age Category</b>	<b>2015</b>	<b>2016</b>	<b>2017</b>
Less than 20			
20-24			
25-29			
30-34			
35-39			
40-44			
45-49			
50-54			
55-59			
60-64			
65-69			
70-74			
75 and over			

1. Are the above rates guaranteed for 36 months? Yes \_\_\_ No \_\_\_
2. If rates are not guaranteed for 36 months, what timeframe are the proposed rates guaranteed for?
3. Is your company willing to provide rate caps/guarantees for additional years? Yes \_\_\_ No \_\_\_ If yes, what are the guarantees/caps?
4. List and describe all assumptions and/or qualifications including commission breakdown used in developing your proposed premiums including your retention.
5. Are the above rates for a group or individual product? Group \_\_\_ Individual \_\_\_ Both \_\_\_
6. Identify any fees for direct billing.
7. Provide a list of all administrative services included in your stated rates.
8. Confirm that enrollees will always be charged the in force rate for the age group they were in at the time they enrolled (e.g., they will not "age up" into a new rating band).
9. In addition, to the above, provide a complete age rate table for the product offered and a complete commission schedule for each plan/product being offered.
10. Is the proposed plan/product a state regulated plan/product that rates/premiums will only change upon a change for the entire state? Yes \_\_\_ No \_\_\_ If yes, when was the last entire state change.
11. Have you filed (but not yet implemented) any premium rate increases for any proposal products in Florida? Yes \_\_\_ No \_\_\_ If yes, detail filing date, expected date of implementation, and amount of rate increase and for what products?



<b>Critical Illness Financial Response Form</b>			
<b>Age Category</b>	<b>2015</b>	<b>2016</b>	<b>2017</b>
Less than 20			
20-24			
25-29			
30-34			
35-39			
40-44			
45-49			
50-54			
55-59			
60-64			
65-69			
70-74			
75 and over			

1. Are the above rates guaranteed for 36 months? Yes \_\_\_ No \_\_\_
2. If rates are not guaranteed for 36 months, what timeframe are the proposed rates guaranteed for?
3. Is your company willing to provide rate caps/guarantees for additional years? Yes \_\_\_ No \_\_\_ If yes, what are the guarantees/caps?
4. List and describe all assumptions and/or qualifications including commission breakdown used in developing your proposed premiums including your retention.
5. Are the above rates for a group or individual product? Group \_\_\_ Individual \_\_\_ Both \_\_\_
6. Identify any fees for direct billing.
7. Provide a list of all administrative services included in your stated rates.
8. Confirm that enrollees will always be charged the in force rate for the age group they were in at the time they enrolled (e.g., they will not "age up" into a new rating band).
9. In addition, to the above, provide a complete age rate table for the product offered and a complete commission schedule for each plan/product being offered.
10. Is the proposed plan/product a state regulated plan/product that rates/premiums will only change upon a change for the full state? Yes \_\_\_ No \_\_\_ If yes, when was the last full state change.
11. Have you filed (but not yet implemented) any premium rate increases for any proposal products in Florida? Yes \_\_\_ No \_\_\_ If yes, detail filing date, expected date of implementation, and amount of rate increase and for what products?

<b>Hospital Indemnity/Intensive Care Financial Response Form</b>			
<b>Age Category</b>	<b>2015</b>	<b>2016</b>	<b>2017</b>
Less than 20			
20-24			
25-29			
30-34			
35-39			
40-44			
45-49			
50-54			
55-59			
60-64			
65-69			
70-74			
75 and over			

1. Are the above rates guaranteed for 36 months? Yes \_\_\_ No \_\_\_
2. If rates are not guaranteed for 36 months, what timeframe are the proposed rates guaranteed for?
3. Is your company willing to provide rate caps/guarantees for additional years? Yes \_\_\_ No \_\_\_ If yes, what are the guarantees/caps?
4. List and describe all assumptions and/or qualifications including commission breakdown used in developing your proposed premiums including your retention.
5. Are the above rates for a group or individual product? Group \_\_\_ Individual \_\_\_ Both \_\_\_
6. Identify any fees for direct billing.
7. Provide a list of all administrative services included in your stated rates.
8. Confirm that enrollees will always be charged the in force rate for the age group they were in at the time they enrolled (e.g., they will not "age up" into a new rating band).
9. In addition, to the above, provide a complete age rate table for the product offered and a complete commission schedule for each plan/product being offered.
10. Is the proposed plan/product a state regulated plan/product that rates/premiums will only change upon a change for the full state? Yes \_\_\_ No \_\_\_ If yes, when was the last full state change.
11. Have you filed (but not yet implemented) any premium rate increases for any proposal products in Florida? Yes \_\_\_ No \_\_\_ If yes, detail filing date, expected date of implementation, and amount of rate increase and for what products?

<b>Voluntary Permanent Life Financial Response Form (\$10,000 Non-Smoker)</b>							
<b>Age Category</b>	<b>2013</b>	<b>2014</b>	<b>2015</b>	<b>2016</b>	<b>2017</b>	<b>2018</b>	<b>2019</b>
20 Year Old Female							
20 Year Old Male							
25 Year Old Female							
25 Year Old Male							
35 Year Old Female							
35 Year Old Male							
45 Year Old Female							
45 Year Old Male							
55 Year Old Female							
55 Year Old Male							
65 Year Old Female							
65 Year Old Male							

1. Are the above rates guaranteed for 36 months? Yes \_\_\_\_ No \_\_\_\_
2. If rates are not guaranteed for 36 months, what timeframe are the proposed rates guaranteed for?
3. Is your company willing to provide rate caps/guarantees for additional years? Yes \_\_\_ No \_\_\_ If yes, what are the guarantees/caps?
4. List and describe all assumptions and/or qualifications including commission breakdown used in developing your proposed premiums including your retention.
5. Are the above rates for a group or individual product? Group \_\_\_\_ Individual \_\_\_\_ Both \_\_\_\_
6. Identify any fees for direct billing.
7. Provide a list of all administrative services included in your stated rates.
8. Confirm that enrollees will always be charged in the in force rate for the age group they were at the time they enrolled (e.g., they will not "age up" into a new rating band).
9. In addition to the above, provide a complete age rate table for the product offered.
10. Have you filed (but not yet implemented) any premium rate increases for any proposal products in Florida? Yes\_\_\_ No\_\_\_ If yes, detail filing date, expected date of implementation, and amount of rate increase and for what products?

<b>Voluntary Permanent Life                      Financial Response Form                      (\$20,000 Non-Smoker)</b>							
<b>Age Category</b>	<b>2013</b>	<b>2014</b>	<b>2015</b>	<b>2016</b>	<b>2017</b>	<b>2018</b>	<b>2019</b>
20 Year Old Female							
20 Year Old Male							
25 Year Old Female							
25 Year Old Male							
35 Year Old Female							
35 Year Old Male							
45 Year Old Female							
45 Year Old Male							
55 Year Old Female							
55 Year Old Male							
65 Year Old Female							
65 Year Old Male							

1. Are the above rates guaranteed for 36 months? Yes \_\_\_\_ No \_\_\_\_
2. If rates are not guaranteed for 36 months, what timeframe are the proposed rates guaranteed for?
3. Is your company willing to provide rate caps/guarantees for additional years? Yes \_\_\_ No \_\_\_ If yes, what are the guarantees/caps?
4. List and describe all assumptions and/or qualifications including commission breakdown used in developing your proposed premiums including your retention.
5. Are the above rates for a group or individual product? Group \_\_\_ Individual \_\_\_ Both \_\_\_
6. Identify any fees for direct billing.
7. Provide a list of all administrative services included in your stated rates.
8. Confirm that enrollees will always be charged in the in force rate for the age group they were at the time they enrolled (e.g., they will not "age up" into a new rating band).
9. In addition to the above, provide a complete age rate table for the product offered.
10. Have you filed (but not yet implemented) any premium rate increases for any proposal products in Florida? Yes\_\_\_ No\_\_\_ If yes, detail filing date, expected date of implementation, and amount of rate increase and for what products?

<b>Voluntary Permanent Life Financial Response Form (\$30,000 Non-Smoker)</b>							
<b>Age Category</b>	<b>2013</b>	<b>2014</b>	<b>2015</b>	<b>2016</b>	<b>2017</b>	<b>2018</b>	<b>2019</b>
20 Year Old Female							
20 Year Old Male							
25 Year Old Female							
25 Year Old Male							
35 Year Old Female							
35 Year Old Male							
45 Year Old Female							
45 Year Old Male							
55 Year Old Female							
55 Year Old Male							
65 Year Old Female							
65 Year Old Male							

1. Are the above rates guaranteed for 36 months? Yes \_\_\_ No \_\_\_
2. If rates are not guaranteed for 36 months, what timeframe are the proposed rates guaranteed for?
3. Is your company willing to provide rate caps/guarantees for additional years? Yes \_\_\_ No \_\_\_ If yes, what are the guarantees/caps?
4. List and describe all assumptions and/or qualifications including commission breakdown used in developing your proposed premiums including your retention.
5. Are the above rates for a group or individual product? Group \_\_\_ Individual \_\_\_ Both \_\_\_
6. Identify any fees for direct billing.
7. Provide a list of all administrative services included in your stated rates.
8. Confirm that enrollees will always be charged in the in force rate for the age group they were at the time they enrolled (e.g., they will not "age up" into a new rating band).
9. In addition to the above, provide a complete age rate table for the product offered.
10. Have you filed (but not yet implemented) any premium rate increases for any proposal products in Florida? Yes\_\_\_ No\_\_\_ If yes, detail filing date, expected date of implementation, and amount of rate increase and for what products?

<b>Voluntary Permanent Life Financial Response Form (\$40,000 Non-Smoker)</b>							
<b>Age Category</b>	<b>2013</b>	<b>2014</b>	<b>2015</b>	<b>2016</b>	<b>2017</b>	<b>2018</b>	<b>2019</b>
20 Year Old Female							
20 Year Old Male							
25 Year Old Female							
25 Year Old Male							
35 Year Old Female							
35 Year Old Male							
45 Year Old Female							
45 Year Old Male							
55 Year Old Female							
55 Year Old Male							
65 Year Old Female							
65 Year Old Male							

1. Are the above rates guaranteed for 36 months? Yes \_\_\_\_ No \_\_\_\_
2. If rates are not guaranteed for 36 months, what timeframe are the proposed rates guaranteed for?
3. Is your company willing to provide rate caps/guarantees for additional years? Yes \_\_\_ No \_\_\_ If yes, what are the guarantees/caps?
4. List and describe all assumptions and/or qualifications including commission breakdown used in developing your proposed premiums including your retention.
5. Are the above rates for a group or individual product? Group \_\_\_\_ Individual \_\_\_\_ Both \_\_\_\_
6. Identify any fees for direct billing.
7. Provide a list of all administrative services included in your stated rates.
8. Confirm that enrollees will always be charged in the in force rate for the age group they were at the time they enrolled (e.g., they will not "age up" into a new rating band).
9. In addition to the above, provide a complete age rate table for the product offered.
10. Have you filed (but not yet implemented) any premium rate increases for any proposal products in Florida? Yes\_\_\_ No\_\_\_ If yes, detail filing date, expected date of implementation, and amount of rate increase and for what products?

<b>Voluntary Permanent Life                      Financial Response Form                      (\$50,000 Non-Smoker)</b>							
20 Year Old Female							
20 Year Old Male							
25 Year Old Female							
25 Year Old Male							
35 Year Old Female							
35 Year Old Male							
45 Year Old Female							
45 Year Old Male							
55 Year Old Female							
55 Year Old Male							
65 Year Old Female							
65 Year Old Male							

1. Are the above rates guaranteed for 36 months? Yes \_\_\_\_ No \_\_\_\_
2. If rates are not guaranteed for 36 months, what timeframe are the proposed rates guaranteed for?
3. Is your company willing to provide rate caps/guarantees for additional years? Yes \_\_\_ No \_\_\_ If yes, what are the guarantees/caps?
4. List and describe all assumptions and/or qualifications including commission breakdown used in developing your proposed premiums including your retention.
5. Are the above rates for a group or individual product? Group \_\_\_ Individual \_\_\_ Both \_\_\_
6. Identify any fees for direct billing.
7. Provide a list of all administrative services included in your stated rates.
8. Confirm that enrollees will always be charged in the in force rate for the age group they were at the time they enrolled (e.g., they will not "age up" into a new rating band).
9. In addition to the above, provide a complete age rate table for the product offered.
10. Have you filed (but not yet implemented) any premium rate increases for any proposal products in Florida? Yes\_\_\_ No\_\_\_ If yes, detail filing date, expected date of implementation, and amount of rate increase and for what products?

**Long-Term Care Financial Response Form**

Maximum Daily Benefit: \$50  
 Policy Maximum Amount:  
 Estimated Benefit Years:  
 Facility Elimination Period:  
 Home Care, Adult Care EP:

Payment Period:  
 Optional Benefits:

Issue Age	Deferred BIO			3% Deferred BIO		
	2015	2016	2017	2015	2016	2017
	Annual Premium/ Monthly Cost	Annual Premium/ Monthly Cost	Annual Premium/ Monthly Cost	Annual Premium/ Monthly Cost	Annual Premium/ Monthly Cost	Annual Premium/ Monthly Cost
18-30						
31						
32						
33						
34						
35						
36						
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**Long-Term Care Financial Response Form (Continued)**

Issue Age	Deferred BIO			3% Deferred BIO		
	2015	2016	2017	2015	2016	2017
	Annual Premium/ Monthly Cost	Annual Premium/ Monthly Cost	Annual Premium/ Monthly Cost	Annual Premium/ Monthly Cost	Annual Premium/ Monthly Cost	Annual Premium/ Monthly Cost
65						
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1. Are the above rates guaranteed for 36 months? Yes \_\_\_ No \_\_\_
2. If rates are not guaranteed for 36 months, what timeframe are the proposed rates guaranteed for?
3. Is your company willing to provide rate caps/guarantees for additional years? Yes \_\_\_ No \_\_\_ If yes, what are the guarantees/caps?
4. List and describe all assumptions and/or qualifications including commission breakdown used in developing your proposed premiums including your retention.
5. Are the above rates for a group or individual product? Group \_\_\_ Individual \_\_\_ Both \_\_\_
6. Identify any fees for direct billing.
7. Provide a list of all administrative services included in your stated rates.
8. Confirm that enrollees will always be charged the in force rate for the age group they were in at the time they enrolled (e.g., they will not "age up" into a new rating band).
9. In addition, to the above, provide a complete age rate table for the product offered and a complete commission schedule for each plan/product being offered.
10. Is the proposed plan/product a state regulated plan/product that rates/premiums will only change upon a change for the full state? Yes \_\_\_ No \_\_\_ If yes, when was the last full state change.
11. Have you filed (but not yet implemented) any premium rate increases for any proposal products in Florida? Yes \_\_\_ No \_\_\_ If yes, detail filing date, expected date of implementation, and amount of rate increase and for what products?

**Long-Term Care Financial Response Form**

Maximum Daily Benefit: \$100  
 Policy Maximum Amount:  
 Estimated Benefit Years:  
 Facility Elimination Period:  
 Home Care, Adult Care EP:

Payment Period:  
 Optional Benefits:

Issue Age	Deferred BIO			3% Deferred BIO		
	2015	2016	2017	2015	2016	2017
Annual Premium/ Monthly Cost	Annual Premium/ Monthly Cost	Annual Premium/ Monthly Cost	Annual Premium/ Monthly Cost	Annual Premium/ Monthly Cost	Annual Premium/ Monthly Cost	Annual Premium/ Monthly Cost
18-30						
31						
32						
33						
34						
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**Long-Term Care Financial Response Form (Continued)**

Issue Age	Deferred BIO			3% Deferred BIO		
	2015	2016	2017	2015	2016	2017
	Annual Premium/ Monthly Cost	Annual Premium/ Monthly Cost	Annual Premium/ Monthly Cost	Annual Premium/ Monthly Cost	Annual Premium/ Monthly Cost	Annual Premium/ Monthly Cost
65						
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1. Are the above rates guaranteed for 36 months? Yes \_\_\_ No \_\_\_
2. If rates are not guaranteed for 36 months, what timeframe are the proposed rates guaranteed for?
3. Is your company willing to provide rate caps/guarantees for additional years? Yes \_\_\_ No \_\_\_ If yes, what are the guarantees/caps?
4. List and describe all assumptions and/or qualifications including commission breakdown used in developing your proposed premiums including your retention.
5. Are the above rates for a group or individual product? Group \_\_\_ Individual \_\_\_ Both \_\_\_
6. Identify any fees for direct billing.
7. Provide a list of all administrative services included in your stated rates.
8. Confirm that enrollees will always be charged the in force rate for the age group they were in at the time they enrolled (e.g., they will not "age up" into a new rating band).
9. In addition, to the above, provide a complete age rate table for the product offered and a complete commission schedule for each plan/product being offered.
10. Is the proposed plan/product a state regulated plan/product that rates/premiums will only change upon a change for the full state? Yes \_\_\_ No \_\_\_ If yes, when was the last full state change.
11. Have you filed (but not yet implemented) any premium rate increases for any proposal products in Florida? Yes \_\_\_ No \_\_\_ If yes, detail filing date, expected date of implementation, and amount of rate increase and for what products?

**Long-Term Care Financial Response Form**

Maximum Daily Benefit: \$150  
 Policy Maximum Amount:  
 Estimated Benefit Years:  
 Facility Elimination Period:  
 Home Care, Adult Care EP:

Payment Period:  
 Optional Benefits:

Issue Age	Deferred BIO			3% Deferred BIO		
	2015	2016	2017	2015	2016	2017
	Annual Premium/ Monthly Cost	Annual Premium/ Monthly Cost	Annual Premium/ Monthly Cost	Annual Premium/ Monthly Cost	Annual Premium/ Monthly Cost	Annual Premium/ Monthly Cost
18-30						
31						
32						
33						
34						
35						
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**Long-Term Care Financial Response Form (Continued)**

Issue Age	Deferred BIO			3% Deferred BIO		
	2015	2016	2017	2015	2016	2017
	Annual Premium/ Monthly Cost	Annual Premium/ Monthly Cost	Annual Premium/ Monthly Cost	Annual Premium/ Monthly Cost	Annual Premium/ Monthly Cost	Annual Premium/ Monthly Cost
65						
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1. Are the above rates guaranteed for 36 months? Yes \_\_\_ No \_\_\_
2. If rates are not guaranteed for 36 months, what timeframe are the proposed rates guaranteed for?
3. Is your company willing to provide rate caps/guarantees for additional years? Yes \_\_\_ No \_\_\_ If yes, what are the guarantees/caps?
4. List and describe all assumptions and/or qualifications including commission breakdown used in developing your proposed premiums including your retention.
5. Are the above rates for a group or individual product? Group \_\_\_ Individual \_\_\_ Both \_\_\_
6. Identify any fees for direct billing.
7. Provide a list of all administrative services included in your stated rates.
8. Confirm that enrollees will always be charged the in force rate for the age group they were in at the time they enrolled (e.g., they will not "age up" into a new rating band).
9. In addition, to the above, provide a complete age rate table for the product offered and a complete commission schedule for each plan/product being offered.
10. Is the proposed plan/product a state regulated plan/product that rates/premiums will only change upon a change for the full state? Yes \_\_\_ No \_\_\_ If yes, when was the last full state change.
11. Have you filed (but not yet implemented) any premium rate increases for any proposal products in Florida? Yes \_\_\_ No \_\_\_ If yes, detail filing date, expected date of implementation, and amount of rate increase and for what products?

**Long-Term Care Financial Response Form**

Maximum Daily Benefit: \$200  
 Policy Maximum Amount:  
 Estimated Benefit Years:  
 Facility Elimination Period:  
 Home Care, Adult Care EP:

Payment Period:  
 Optional Benefits:

Issue Age	Deferred BIO			3% Deferred BIO		
	2015	2016	2017	2015	2016	2017
	Annual Premium/ Monthly Cost	Annual Premium/ Monthly Cost	Annual Premium/ Monthly Cost	Annual Premium/ Monthly Cost	Annual Premium/ Monthly Cost	Annual Premium/ Monthly Cost
18-30						
31						
32						
33						
34						
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**Long-Term Care Financial Response Form (Continued)**

Issue Age	Deferred BIO			3% Deferred BIO		
	2015	2016	2017	2015	2016	2017
	Annual Premium/ Monthly Cost	Annual Premium/ Monthly Cost	Annual Premium/ Monthly Cost	Annual Premium/ Monthly Cost	Annual Premium/ Monthly Cost	Annual Premium/ Monthly Cost
65						
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1. Are the above rates guaranteed for 36 months? Yes \_\_\_ No \_\_\_
2. If rates are not guaranteed for 36 months, what timeframe are the proposed rates guaranteed for?
3. Is your company willing to provide rate caps/guarantees for additional years? Yes \_\_\_ No \_\_\_ If yes, what are the guarantees/caps?
4. List and describe all assumptions and/or qualifications including commission breakdown used in developing your proposed premiums including your retention.
5. Are the above rates for a group or individual product? Group \_\_\_ Individual \_\_\_ Both \_\_\_
6. Identify any fees for direct billing.
7. Provide a list of all administrative services included in your stated rates.
8. Confirm that enrollees will always be charged the in force rate for the age group they were in at the time they enrolled (e.g., they will not "age up" into a new rating band).
9. In addition, to the above, provide a complete age rate table for the product offered and a complete commission schedule for each plan/product being offered.
10. Is the proposed plan/product a state regulated plan/product that rates/premiums will only change upon a change for the full state? Yes \_\_\_ No \_\_\_ If yes, when was the last full state change.
11. Have you filed (but not yet implemented) any premium rate increases for any proposal products in Florida? Yes \_\_\_ No \_\_\_ If yes, detail filing date, expected date of implementation, and amount of rate increase and for what products?

<b>Pre-Paid Legal Financial Response Form</b>			
	<b>2015</b>	<b>2016</b>	<b>2017</b>
<b>Monthly Per Participant Fee</b>			
<b>Enrollment Processing Fee</b>			
<b>Setup Fees</b>			
<b>Other</b>			

1. Are the above rates guaranteed for 36 months? Yes \_\_\_ No \_\_\_
2. If rates are not guaranteed for 36 months, what timeframe are the proposed rates guaranteed for?
3. Is your company willing to provide rate caps/guarantees for additional years? Yes \_\_\_ No \_\_\_ If yes, what are the guarantees/caps?
4. List and describe all assumptions and/or qualifications including commission breakdown used in developing your proposed premiums including your retention.
5. Are the above rates for a group or individual product? Group \_\_\_ Individual \_\_\_ Both \_\_\_
6. Identify any fees for direct billing.
7. Provide a list of all administrative services included in your stated rates.
8. Confirm that enrollees will always be charged the in force rate for the age group they were in at the time they enrolled (e.g., they will not "age up" into a new rating band).
9. In addition, to the above, provide a complete age rate table for the product offered and a complete commission schedule for each plan/product being offered.
10. Is the proposed plan/product a state regulated plan/product that rates/premiums will only change upon a change for the full state? Yes \_\_\_ No \_\_\_ If yes, when was the last full state change.
11. Have you filed (but not yet implemented) any premium rate increases for any proposal products in Florida? Yes \_\_\_ No \_\_\_ If yes, detail filing date, expected date of implementation, and amount of rate increase and for what products?



<b>Accident Plan Financial Response Form</b>			
<b>Age Category</b>	<b>2015</b>	<b>2016</b>	<b>2017</b>
Less than 20			
20-24			
25-29			
30-34			
35-39			
40-44			
45-49			
50-54			
55-59			
60-64			
65-69			
70-74			
75 and over			

1. Are the above rates guaranteed for 36 months? Yes \_\_\_ No \_\_\_
2. If rates are not guaranteed for 36 months, what timeframe are the proposed rates guaranteed for?
3. Is your company willing to provide rate caps/guarantees for additional years? Yes \_\_\_ No \_\_\_ If yes, what are the guarantees/caps?
4. List and describe all assumptions and/or qualifications including commission breakdown used in developing your proposed premiums including your retention.
5. Are the above rates for a group or individual product? Group \_\_\_ Individual \_\_\_ Both \_\_\_
6. Identify any fees for direct billing.
7. Provide a list of all administrative services included in your stated rates.
8. Confirm that enrollees will always be charged the in force rate for the age group they were in at the time they enrolled (e.g., they will not "age up" into a new rating band).
9. In addition, to the above, provide a complete age rate table for the product offered and a complete commission schedule for each plan/product being offered.
10. Is the proposed plan/product a state regulated plan/product that rates/premiums will only change upon a change for the full state? Yes \_\_\_ No \_\_\_ If yes, when was the last full state change.
11. Have you filed (but not yet implemented) any premium rate increases for any proposal products in Florida? Yes \_\_\_ No \_\_\_ If yes, detail filing date, expected date of implementation, and amount of rate increase and for what products?

<b>Short-Term Disability Financial Response Form</b>			
<b>Age Band/Age</b>	<b>2015</b>	<b>2016</b>	<b>2017</b>
Less than 20			
20-24			
25-29			
30-34			
35-39			
40-44			
45-49			
50-54			
55-59			
60-64			
65-69			
70-74			
75 and over			

1. Are the above rates guaranteed for 36 months? Yes \_\_\_ No \_\_\_
2. If rates are not guaranteed for 36 months, what timeframe are the proposed rates guaranteed for?
3. Is your company willing to provide rate caps/guarantees for additional years? Yes \_\_\_ No \_\_\_ If yes, what are the guarantees/caps?
4. List and describe all assumptions and/or qualifications including commission breakdown used in developing your proposed premiums including your retention.
5. Are the above rates for a group or individual product? Group \_\_\_ Individual \_\_\_ Both \_\_\_
6. Identify any fees for direct billing.
7. Provide a list of all administrative services included in your stated rates.
8. Confirm that enrollees will always be charged the in force rate for the age group they were in at the time they enrolled (e.g., they will not "age up" into a new rating band).
9. In addition, to the above, provide a complete age rate table for the product offered and a complete commission schedule for each plan/product being offered.
10. Is the proposed plan/product a state regulated plan/product that rates/premiums will only change upon a change for the full state? Yes \_\_\_ No \_\_\_ If yes, when was the last full state change.
11. Have you filed (but not yet implemented) any premium rate increases for any proposal products in Florida? Yes \_\_\_ No \_\_\_ If yes, detail filing date, expected date of implementation, and amount of rate increase and for what products?

<b>Pet Insurance Financial Response Form (Structured Program)</b>			
	<b>2015</b>	<b>2016</b>	<b>2017</b>
<b>Cat (Accident Only)</b>			
<b>Dog (Accident Only)</b>			
<b>Select Breeds (Accident Only)</b>			
<b>Cat (Accident / Illness)</b>			
<b>Dog (Accident / Illness)</b>			
<b>Select Breeds (Accident / Illness)</b>			

1. Are the above rates guaranteed for 36 months? Yes \_\_\_ No \_\_\_
2. If rates are not guaranteed for 36 months, what timeframe are the proposed rates guaranteed for?
3. Is your company willing to provide rate caps/guarantees for additional years? Yes \_\_\_ No \_\_\_ If yes, what are the guarantees/caps?
4. List and describe all assumptions and/or qualifications including commission breakdown used in developing your proposed premiums including your retention.
5. Are the above rates for a group or individual product? Group \_\_\_ Individual \_\_\_ Both \_\_\_
6. Identify any fees for direct billing.
7. Provide a list of all administrative services included in your stated rates.
8. In addition, to the above, provide a complete age rate table for the product offered and a complete commission schedule for each plan/product being offered.
9. Have you filed (but not yet implemented) any premium rate increases for any proposal products in Florida? Yes \_\_\_ No \_\_\_ If yes, detail filing date, expected date of implementation, and amount of rate increase and for what products?

<b>Pet Insurance Financial Response Form (Structured Program)</b>			
	<b>2015</b>	<b>2016</b>	<b>2017</b>
<b>Cat (Accident Only)</b>			
<b>Dog (Accident Only)</b>			
<b>Select Breeds (Accident Only)</b>			
<b>Cat (Accident / Illness)</b>			
<b>Dog (Accident / Illness)</b>			
<b>Select Breeds (Accident / Illness)</b>			

1. Are the above rates guaranteed for 36 months? Yes \_\_\_ No \_\_\_
2. If rates are not guaranteed for 36 months, what timeframe are the proposed rates guaranteed for?
3. Is your company willing to provide rate caps/guarantees for additional years? Yes \_\_\_ No \_\_\_ If yes, what are the guarantees/caps?
4. List and describe all assumptions and/or qualifications including commission breakdown used in developing your proposed premiums including your retention.
5. Are the above rates for a group or individual product? Group \_\_\_ Individual \_\_\_ Both \_\_\_
6. Identify any fees for direct billing.
7. Provide a list of all administrative services included in your stated rates.
8. In addition, to the above, provide a complete age rate table for the product offered and a complete commission schedule for each plan/product being offered.
10. Have you filed (but not yet implemented) any premium rate increases for any proposal products in Florida? Yes \_\_\_ No \_\_\_ If yes, detail filing date, expected date of implementation, and amount of rate increase and for what products?

<b>Pet Insurance Financial Response Form (Discount Program)</b>			
	<b>2015</b>	<b>2016</b>	<b>2017</b>
<b>Cat (Accident Only)</b>			
<b>Dog (Accident Only)</b>			
<b>Select Breeds (Accident Only)</b>			
<b>Cat (Accident / Illness)</b>			
<b>Dog (Accident / Illness)</b>			
<b>Select Breeds (Accident / Illness)</b>			

1. Are the above rates guaranteed for 36 months? Yes \_\_\_ No \_\_\_
2. If rates are not guaranteed for 36 months, what timeframe are the proposed rates guaranteed for?
3. Is your company willing to provide rate caps/guarantees for additional years? Yes \_\_\_ No \_\_\_ If yes, what are the guarantees/caps?
4. List and describe all assumptions and/or qualifications including commission breakdown used in developing your proposed premiums including your retention.
5. Are the above rates for a group or individual product? Group \_\_\_ Individual \_\_\_ Both \_\_\_
6. Identify any fees for direct billing.
7. Provide a list of all administrative services included in your stated rates.
8. In addition, to the above, provide a complete age rate table for the product offered and a complete commission schedule for each plan/product being offered.
9. Have you filed (but not yet implemented) any premium rate increases for any proposal products in Florida? Yes \_\_\_ No \_\_\_ If yes, detail filing date, expected date of implementation, and amount of rate increase and for what products?

<b>Homeowners Insurance Financial Response Form</b>							
<b>Provide the discount level for all lines of coverage</b>							

1. Are the above rates guaranteed for 36 months? Yes \_\_\_ No \_\_\_
2. If rates are not guaranteed for 36 months, what timeframe are the proposed rates guaranteed for?
3. Is your company willing to provide rate caps/guarantees for additional years? Yes \_\_\_ No \_\_\_ If yes, what are the guarantees/caps?
4. List and describe all assumptions and/or qualifications including commission breakdown used in developing your proposed premiums including your retention.
5. Are the above rates for a group or individual product? Group \_\_\_ Individual \_\_\_ Both \_\_\_
6. Identify any fees for direct billing.
7. Provide a list of all administrative services included in your stated rates.
8. In addition, to the above, provide a complete age rate table for the product offered and a complete commission schedule for each plan/product being offered.
9. Have you filed (but not yet implemented) any premium rate increases for any proposal products in Florida? Yes\_\_\_ No\_\_\_ If yes, detail filing date, expected date of implementation, and amount of rate increase and for what products?

<b>Consumer Financial Product Financial Response Form</b>			
	<b>2015</b>	<b>2016</b>	<b>2017</b>
<b>Cost per loan</b>			
<b>Cost per employee</b>			
<b>Interest Rate</b>			
<b>Other Fees</b>			

1. Are the above rates guaranteed for 36 months? Yes \_\_\_ No \_\_\_
2. If rates are not guaranteed for 36 months, what timeframe are the proposed rates guaranteed for?
3. Is your company willing to provide rate caps/guarantees for additional years? Yes \_\_\_ No \_\_\_ If yes, what are the guarantees/caps?
4. List and describe all assumptions and/or qualifications including commission breakdown used in developing your proposed premiums including your retention.
5. Are the above rates for a group or individual product? Group \_\_\_ Individual \_\_\_ Both \_\_\_
6. Identify any fees for direct billing.
7. Provide a list of all administrative services included in your stated rates.
8. In addition, to the above, provide a complete age rate table for the product offered and a complete commission schedule for each plan/product being offered.
9. Have you filed (but not yet implemented) any premium rate increases for any proposal products in Florida? Yes \_\_\_ No \_\_\_ If yes, detail filing date, expected date of implementation, and amount of rate increase and for what products?

# **ATTACHMENT D**

## **Census Data**

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



# **ATTACHMENT E**

- E1 M/WBE Utilization Report**
- E2 Employment Diversity Statistics**
- E3 M/WBE Participation**
- E4 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>
- E5 M/WBE Vendor List**  
<http://www.broward.k12.fl.us/supply/sdop/vendorlist.html>

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:**

<b>The School Board of Broward County, Florida</b>	754-321-0552
<b>Supplier Diversity &amp; Outreach Program</b>	
<b>7720 West Oakland Park Boulevard, Suite 323</b>	754-321-0934 FAX
<b>Sunrise, FL 33351-6704</b>	

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: 18-010V  RFP Title: VOLUNTARY SUPPLEMENTAL INSURANCE 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											
<b>TOTAL</b>											
<b>% of Total Workforce</b>											

**M/WBE PARTICIPATION**

Complete the following information on the proposed M/WBE participation on this contract.

**Proposer's Company Name:** \_\_\_\_\_

M/WBE Firm Information	Scope and/or Nature of Work to be Performed by the M/WBE	% of M/WBE Participation	Actual Amount to be expended with M/WBE *
Firm Name: _____ Contact Person: _____ Address: _____ _____ Telephone No.: _____ Facsimile No.: _____ M/WBE Certification No.: _____ Certifying Agency Name: _____ Address: _____ _____ Telephone No.: _____			
Firm Name: _____ Contact Person: _____ Address: _____ _____ Telephone No.: _____ Facsimile No.: _____ M/WBE Certification No.: _____ Certifying Agency Name: _____ Address: _____ _____ Telephone No.: _____			
Firm Name: _____ Contact Person: _____ Address: _____ _____ Telephone No.: _____ Facsimile No.: _____ M/WBE Certification No.: _____ Certifying Agency Name: _____ Address: _____ _____ Telephone No.: _____			

\* PLEASE INDICATE IF AMOUNT TO BE EXPENSED IS: PER YEAR  - PER CONTRACT PERIOD  OR OTHER

# **ATTACHMENT F**

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

The School Board of Broward County, Florida

**18-010V - VOLUNTARY SUPPLEMENTAL INSURANCE 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

03/28/13

# **ATTACHMENT G**

## **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:  
 Individual/sole proprietor or single-member LLC  
 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.  
 Other (see instructions) ▶ \_\_\_\_\_  
 C Corporation  
 S Corporation  
 Partnership  
 Trust/estate

**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) \_\_\_\_\_  
*(Applies to accounts maintained outside the U.S.)*

**5** Address (number, street, and apt. or suite no.)

**6** City, state, and ZIP code

**7** List account number(s) here (optional)

Requester's name and address (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**

				-			-						
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OR

**Employer identification number**

				-													
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**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.

<b>Sign Here</b>	<b>Signature of U.S. person</b> ▶	<b>Date</b> ▶

**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](http://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 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> 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](http://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](http://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](http://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-9.

**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 <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
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 <sup>1</sup>  The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>1</sup>
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor <sup>1</sup>
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 <sup>1</sup>
9. Corporation or LLC electing corporate status on Form 9932 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)(E))	The trust

<sup>1</sup> 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.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> 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.

<sup>4</sup> 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](mailto: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](mailto:spam@uce.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4338).

Visit [IRS.gov](http://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 H**

**Drug-Free Workplace**

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA  
SWORN STATEMENT PURSUANT TO SECTION 287.087, FLORIDA STATUTES, AS CURRENTLY ENACTED OR AS  
AMENDED FROM TIME TO TIME, ON PREFERENCE TO BUSINESSES WITH DRUG-FREE WORKPLACE  
PROGRAMS.**

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC  
OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

This sworn statement is submitted to The School Board of Broward County, Florida,

by \_\_\_\_\_  
(Print individual's name and title)

for \_\_\_\_\_  
(Print name of entity submitting sworn statement)

whose business address is

\_\_\_\_\_

and (if applicable) its Federal Employer Identification Number (FEIN) is \_\_\_\_\_  
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:  
\_\_\_\_\_.)

I certify that I have established a drug-free workplace program and have complied with the following:

1. Published a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Informed employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Given each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notified the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five days after such conviction.
5. Will impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
6. Am making a good faith effort to continue to maintain a drug free workplace through implementation of this section.

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. \_\_\_\_\_  
(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 I**

**Sample 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**, SBBC issued a Request for Proposal, identified as RFP 18-010V Voluntary Supplemental Insurance for School Board Employees, dated \_\_\_\_\_ and amended by Addendum Number One dated \_\_\_\_\_, and Addendum Number Two dated \_\_\_\_\_ (hereinafter referred to as “RFP”) which is incorporated by reference herein, for the purpose of receiving proposals for group term life and accidental death and dismemberment (AD&D) insurance for School Board employees; and

**WHEREAS**, [insert company name] offered a proposal dated \_\_\_\_\_ (hereinafter referred to as “Proposal”) which is incorporated by reference herein, in response to RFP; and

**WHEREAS**, [insert company name] desires to provide SBBC, and SBBC desires to receive from [insert company name], group term life and accidental death and dismemberment (AD&D) insurance for SBBC employees described in the RFP.

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

**ARTICLE 1 - RECITALS**

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

**ARTICLE 2 – SPECIAL CONDITIONS**

2.01 **Term of Agreement.** Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement shall commence on **January 1, 2018** and conclude on **December 31, 2020**. The term of the contract 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 Benefits 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 **Additional Benefits.** [Insert company name] agrees to provide the following negotiated benefit provisions:

- 1.
- 2.

**ARTICLE 2 – SPECIAL CONDITIONS**

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

- First: This Agreement; then
- Second: Addendum Number Two (dated \_\_\_\_\_); then
- Third: Addendum Number One (dated \_\_\_\_\_); then
- Fourth: RFP 18-010V “Voluntary Supplemental Insurance for School Board Employees”; and
- Fifth: The Proposal submitted in response to the RFP by [Insert Company Name], including the Group insurance policy

2.04 **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)

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

2.06 **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).

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.

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.



**ARTICLE 2 – SPECIAL CONDITIONS**

(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.

(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*

## ARTICLE 2 – SPECIAL CONDITIONS

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.

**ARTICLE 3 – GENERAL CONDITIONS**

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

**ARTICLE 3 – GENERAL CONDITIONS**

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](mailto: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.

**ARTICLE 3 – GENERAL CONDITIONS**

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.

**ARTICLE 3 – GENERAL CONDITIONS**

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 **Travel.** Local travel shall not be billed as a reimbursable expense. Out of county travel and per diem may be allowable at the sole discretion of SBBC. SBBC has delegated authority to the Superintendent of Schools or his/her designee to provide prior approval to VENDOR for any and all travel and per diem. Should any out of county travel and/or per diem be allowed, then it shall be billed and reimbursed in compliance with the current or updated School Board Policy 3400 and/or other relevant School Board Policies.

3.28 **School Board Policies.** VENDOR agrees to comply with all School Board Policies, local, state and federal laws.

3.29 **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.



*[If the other party is an individual person, use this signature page]*

**FOR VENDOR:**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Printed Name

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by \_\_\_\_\_  
Insert Name Here  
who is personally known to me or who produced \_\_\_\_\_ as  
Type of Identification  
identification and who did/did not first take an oath this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_.

My Commission Expires:

\_\_\_\_\_  
Signature – Notary Public

(SEAL)

\_\_\_\_\_  
Notary’s Printed Name

\_\_\_\_\_  
Notary’s Commission No.

# **ATTACHMENT J**

## **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 3<sup>rd</sup> 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. 3<sup>rd</sup> Avenue, 11<sup>th</sup> 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 K**

**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  Savings

VENDOR AREA:  
Remittance Confirmation:  
(please select one) \_\_\_\_\_

Fax  Email

Federal Identification No.  
Vendor \_\_\_\_\_

TAX ID#  SS#

**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 L**

## **Performance Standards / Guarantees**

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

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

**PERFORMANCE STANDARDS / GUARANTEES**

Please review the outlined performance standards / guarantees and liquidated damages.

<b>Performance Standard Guarantees</b>	<b>Amount of Liquidated Damages</b>	<b>Deviations</b>
<b>Implementation Measurements</b>		
Brochures/descriptive literature must be delivered to SBBC, or to its designee, as directed, in final form, within 60 calendar days prior to open enrollment. Additional materials to be provided within 30 calendar days of the Benefits Department request.	\$250 per calendar day	
<b>Claim Timeliness</b>		
On average 90% of all claims will be processed within 10 calendar days. The turnaround time is calculated from the date the claim is received in the claim office to the date that it is processed.	\$2,000	
Claims Payment Accuracy — financial dollar accuracy standard is 97% and the non-financial accuracy amount is 95%.	\$2,000	
<b>Claim Inquiries/Complaints</b>		
All Claims, written claim inquires or complaints, and other contacts with the vendor by Benefits Department, the Payroll Deduction Unit, or SBBC employees and their covered dependents must have a written response within ten (10) calendar days of receipt by the vendor.	\$100 per occurrence per day beyond, as outlined	
<b>Telephone Responsiveness</b>		
The employees of SBBC must have their telephone calls returned within twenty four hours from receipt.	\$100 per occurrence per day beyond, as outlined	
<b>Administration</b>		
The M/WBE's office will require a 30-day written notice far substitution of an M/WBE vendor.	\$100 per calendar day for the first 30 calendar days, \$1,000 beyond	
The Awardee(s) will be required to submit a monthly MWBE Utilization Report, which will track payments to MWBE(s).	\$100 per calendar day	
At a minimum, provide annual reporting metrics for each outlined performance standard.	If reporting is not provided the fully 2% penalty will apply.	

Additionally, SBBC reserves the right to freeze enrollment of any Awardee(s) that is found to be in violation of the terms and conditions of this RFP or any Agreement resulting from the award.

**Performance penalties will be capped at 2% of annual premium.**

# **ATTACHMENT M**

## **Current SBBC Agreements with Existing Awardees**

**For your convenience, Attachment M is ONLY available as a separate pdf document.**

# **ATTACHMENT N**

## **Statement of “No Response”**

**ATTACHMENT N, 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: \_\_\_\_\_

√	<b>Reasons for “NO Response”:</b>
	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: \_\_\_\_\_