



# THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

7720 WEST OAKLAND PARK BOULEVARD, SUITE 323, SUNRISE, FLORIDA 33351 · TEL 754-321-0505 · FAX 754-321-0936

## PROCUREMENT & WAREHOUSING SERVICES

MARY CATHERINE COKER, DIRECTOR

[www.BrowardSchools.com](http://www.BrowardSchools.com)

The School Board of  
Broward County, Florida

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Robert W. Runcie  
Superintendent of Schools

February 21, 2020

### ADDENDUM NO. 5

RFP #FY21-016

### GROUP MEDICAL BENEFITS FOR SCHOOL BOARD EMPLOYEES

#### TO ALL PROPOSERS:

Amend the above referenced RFP in the following particulars only:

- |   |   |
|---|---|
| 1. DELETE: Page i of iv Pages                                   | INSERT: Page i of iv Pages – REVISED -  |
| DELETE: Page 1 of 41 Pages                                      | **INSERT: Page 1 of 41 Pages – REVISED- |
| (**) This page should be returned with your submitted proposal. |   |
| DELETE: Page 6 of 41 Pages                                      | INSERT: Page 6 of 41 Pages – REVISED –  |
| DELETE: Page 28 of 41 Pages                                     | INSERT: Page 28 of 41 Pages – REVISED-  |
| DELETE: Page 36 of 41 Pages                                     | INSERT: Page 36 of 41 Pages – REVISED-  |

This Addendum is for informational purposes only and need not be returned with your Proposal. By virtue of signing the "Required Response Form", Page 1 of RFP # FY21-016 Proposer certifies acceptance of this Addendum.

Sincerely,

*Charles V. High* Digitally Signed

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

# REQUEST FOR PROPOSALS (RFP)

## RFP FY21-016

### GROUP MEDICAL BENEFITS FOR SCHOOL BOARD EMPLOYEES



RFP Release Date: December 17, 2019

Non-Mandatory Proposers' Conference: January 17, 2020  
(Refer to Section 2.2 in the RFP)

Written Questions Due: On or Before 5:00 pm, ET, January 22, 2020  
(Refer to Section 2.3 in the RFP) to Mr. Charles V High, Purchasing Agent

Proposals Due: On or Before 2:00 pm, ET  
**March 13, 2020** to the  
Procurement & Warehousing Services 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 Director of EEO/ADA Compliance at 754-321-2150 or Teletype Machine (TTY) 754-321-2158.

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

# REQUEST FOR PROPOSALS (RFP) FY21-016

## 1.0 REQUIRED RESPONSE FORM

RELEASE DATE: December 17, 2019

TITLE: GROUP MEDICAL BENEFITS FOR SCHOOL BOARD EMPLOYEES

This Proposal must be submitted to the Procurement & Warehousing Services of The School Board of Broward County, Florida, 7720 W. Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351-6704, on or before 2:00 p.m. ET, **March 13, 2020** and plainly marked RFP FY21-016, GROUP MEDICAL BENEFITS FOR SCHOOL BOARD EMPLOYEES. Proposals received after 2:00 p.m. ET on date due will not be considered.

One complete, **ORIGINAL** hard-copy Proposal (clearly marked as such), and two complete, original electronic versions (all clearly marked as "original") will constitute the original governing documents. . In the case of any discrepancy between the ORIGINAL hard-copy Proposal and the electronic version, the ORIGINAL hard-copy Proposal shall be the governing document. The two electronic versions in Microsoft Word 6.0 or higher on separate thumb drives and **25 hard-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 FY21--016), 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. (See Page 2 for formatting electronic data) In the case of any discrepancy between the original Proposal and the copies, the original Proposal will be the governing document. The proposal must contain all the 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: \_\_\_\_\_ TOLL FREE: \_\_\_\_\_

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).

### 3.0 CALENDAR

December 17, 2019	Release of RFP FY21-016
January 17, 2020	Non-Mandatory Proposer's Conference (Refer to Section 2.2 in the RFP)
January 22, 2020	Written questions due on or before 5:00 p.m. ET in Procurement & Warehousing Services
March 13, 2020	*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*
April 29, 2020	*Evaluation Committee reviews Proposals and makes Recommendation for an award. Meeting to be held at 9:00 a.m.: TSSC Annex 7770 West Oakland Park Blvd. Sunrise, Florida 33351
May 4, 2020	Posting of Recommendation

\*These are public meetings. The School Board of Broward County, Florida, prohibits any policy or procedure which results in discrimination on the basis of age, color, disability, gender 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 of EEO/ADA Compliance at 754-321-2150 or Teletype Machine (TTY) 754-321-2158.

Individuals with disabilities requesting accommodations under the Americans with Disabilities Act (ADA) may call EEO/ADA Compliance 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 the 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.

## 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, **March 13, 2020** 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 FY21-016 - GROUP MEDICAL BENEFITS FOR SCHOOL BOARD EMPLOYEES**

- 6.2 **One complete, original hard-copy Proposal** (clearly marked as such), and **two complete, original electronic versions** (all clearly marked as "original") will constitute the original governing documents. The two electronic versions in Microsoft Word 6.0 or higher on thumb drives 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 FY21-016), 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 the 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 the 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. Please indicate on the certificate, "All policies are primary of all other valid and collectible coverage maintained by The School Board of Broward County, Florida" and "Certificate holder is named as an additional insured" in the description box on General Liability certificate.
- 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 **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.

## 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 **May 4, 2020 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 Condition 6.0 of the RFP)



# THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

7720 WEST OAKLAND PARK BOULEVARD, SUITE 323, SUNRISE, FLORIDA 33351 · TEL 754-321-0505 · FAX 754-321-0936

## PROCUREMENT & WAREHOUSING SERVICES

MARY CATHERINE COKER, DIRECTOR

[www.BrowardSchools.com](http://www.BrowardSchools.com)

The School Board of  
Broward County, Florida

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Patricia Good  
Heather P. Brinkworth  
Laurie Rich Levinson  
Ann Murray  
Nora Rupert

Robert W. Runcie  
Superintendent of Schools

February 6, 2020

### ADDENDUM NO. 4

RFP # FY21-016

### GROUP MEDICAL INSURANCE FOR SCHOOL BOARD EMPLOYEES

#### TO ALL PROPOSERS:

Amend the above referenced RFP in the following particulars only:

1. Attached are responses to the questions received.
2. Revised (2) Attachment C1, which replaces "C1 Pharmacy Workbook Templates Revised-Disruption" contained in Addendum No. 2 of the RFP.
3. **REVISED** Attachment E, Financial Response Form-Pharmacy Benefit Management Model, replaces Attachment E and paragraph 1 of the RFP. (**Download from Demandstar**)
4. NEW – Attachment V - SBBC Total Utilization Report.xlsx
5. NEW – Attachment W - Top 25 Conditions and the AHC Disease Management List of Conditions
6. NEW – Attachment X - SBBC Lag Report.xlsx
7. NEW – Attachment X - SBBC Membership Exc Kids Plan\_Jan 17 to Nov 19.xlsx
8. NEW – Attachment X - SBBC Kids Plan Membership\_Jan 17 to Nov 19.xlsx
9. **REVISED** "Writable Forms Document" – See Question 7 of this Addendum.  
(**Download from Demandstar**)

This Addendum is for informational purposes only and need not be returned with your Proposal. By virtue of signing the "Required Response Form", Page 1 of RFP #FY21-016, Proposer certifies acceptance of this Addendum.

Sincerely,

*Charles V. High* Digitally Signed

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

/cvh  
Enclosure





## THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

### PROCUREMENT & WAREHOUSING SERVICES

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#### ➤ QUESTION #1

For RFP FY21-016, in the Scope of Work: it mentions the SBBC is seeking Proposals from interested parties to offer a self-funded program that has an integrated medical and pharmacy benefits and, in addition, SBBC is also seeking proposals from pharmacy benefit companies to carve out/stand-alone pharmacy benefits.

Is the SBBC also accepting stop-loss proposals/quotes from insurance carriers who are working directly with a broker/consultant on a stand-alone basis as well. It's been our expertise over the last 30 years to work on the internal funding of health plans using stop-loss. We work with over 17 carriers and there can be a very sizable difference in cost. We would like the opportunity to provide our best proposals.

ANSWER TO QUESTION #1

The District does not purchase stop-loss insurance nor will it entertain quotes for stop-loss insurance during RFP. See section 2.1 of the RFP.

#### ➤ QUESTION #2

What is the Maximum Reimbursable Charge (MRC) for the HDHP plan design?

ANSWER TO QUESTION #2

The out of network reimbursement level is considered proprietary and confidential.

#### ➤ QUESTION #3

The RFP includes the following: PBM/Carrier, upon being named winner, agrees to directly pay Gallagher Pharmacy Practice (GPP) \$XX,XXX for the consulting services provided during this procurement process as per our payment terms. At no time will CLIENT be invoiced for this fee. All fees have been fully-disclosed to CLIENT. Payment will be sent within thirty (30) days of receipt of invoice.

Please specify what the \$ amount of the consulting fee paid to Gallagher Pharmacy Practice should be.

ANSWER TO QUESTION #3

Refer to revised Attachment C1, which replaces "C1 Pharmacy Workbook Templates Revised-Disruption" contained in Addendum No. 2 of the RFP.

#### ➤ QUESTION #4

The RFP includes the following: PBM/Carrier, upon being named winner, agrees to directly pay Gallagher Pharmacy Practice (GPP) \$XX,XXX for one post-implementation audit as per our payment terms. The audit will be conducted within the first year of the contract. At no time will CLIENT be invoiced for these fees. All fees have been fully-disclosed to CLIENT. Payments for the post-implementation audit will be sent within thirty (30) days of receipt of invoices.

ANSWER TO QUESTION #4

Refer to revised Attachment C1, which replaces "C1 Pharmacy Workbook Templates Revised-Disruption" contained in Addendum No. 2 of the RFP.





## THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

### PROCUREMENT & WAREHOUSING SERVICES

#### ➤ QUESTION #5

Please specify what the \$ amount of the audit fee paid to Gallagher Pharmacy Practice should be.

The RFP includes the following: PBM/Carrier, upon being named winner, agrees to directly pay Gallagher Pharmacy Practice (GPP) \$XX,XXX EACH for two annual financial claims audits as per our payment terms. The audits will be conducted within the second and third years of the contract. At no time will CLIENT be invoiced for these fees. All fees have been fully-disclosed to CLIENT. Payments for the financial claims audits will be sent within thirty (30) days of receipt of invoices.

Please specify what the \$ amount of the audit fee paid to Gallagher Pharmacy Practice should be.

ANSWER TO QUESTION #5

Refer to revised Attachment C1, which replaces "C1 Pharmacy Workbook Templates Revised-Disruption" contained in Addendum No. 2 of the RFP.

#### ➤ QUESTION #6

The RFP questionnaire requests all deviations/exceptions to current benefits be listed. In order to most closely match current benefits we will need the complete SPD or booklet for each of the medical and pharmacy plans. Will this information be made available?

ANSWER TO QUESTION #6

##### **PREMIER PLUS PLAN**

<https://www.browardschools.com/cms/lib/FL01803656/Centricity/domain/12648/news/health%20plan%20design/2019%20SBBC%20-%20Prem%20Plus.pdf>

##### **PREMIER PLAN**

<https://www.browardschools.com/cms/lib/FL01803656/Centricity/domain/12648/news/health%20plan%20design/2019%20SBBC-%20Premier.pdf>

##### **PREMIER PLUS**

<https://www.browardschools.com/cms/lib/FL01803656/Centricity/domain/12648/news/health%20plan%20design/2019%20SBBC-%20HDHP%20Premier%20Choice%20HSA.pdf>

##### **KIDS BASIC PLAN**

<https://www.browardschools.com/cms/lib/FL01803656/Centricity/domain/12648/news/health%20plan%20design/2019%20-%20SBBC%20Basic%20Kids.pdf>

##### **KIDS ENHANCED PLAN**

<https://www.browardschools.com/cms/lib/FL01803656/Centricity/domain/12648/news/health%20plan%20design/2019%20SBBC%20-%20Enhanced%20Kids.pdf>

#### ➤ QUESTION #7

The RFP contains duplicates of some of the signature forms, i.e. **Attachment N** is a Debarment signature form but there are two different versions of the form included. Please clarify which forms should be used.



## THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

### PROCUREMENT & WAREHOUSING SERVICES

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#### ANSWER TO QUESTION #7

The "writable forms document" has the duplication of forms. This has been corrected on the "Writable Forms Document" which will indicate – REVISED – on Demandstar. Attachments M, N P and U have been correctly updated in the "Writable Forms Document – REVISED".

#### ➤ QUESTION #8

Please clarify where Pharmacy Benefit Management Model pricing should be noted for an integrated with medical proposal. The financial response form for PBM specifies it is for a stand-alone model.

#### ANSWER TO QUESTION #8

Refer to REVISED Attachment E, Financial Response Form-Pharmacy Benefit Management Model, and paragraph 1 of the RFP.

#### ➤ QUESTION #9

The RFP includes Attachment 1 – ACH Payment Agreement Form. Is this form included for reference or does it need to be completed and returned with our proposal?

#### ANSWER TO QUESTION #9

Attachment I – ACH Payment Agreement Form was included as a reference. The awardee will be required to complete the form during implementation.

#### ➤ QUESTION #10

What is the preferred funding arrangement that SBBC is considering (ASO, Insured or both) for the proposed Medicare Advantage and/or Medicare Supplement plan(s)?

#### ANSWER TO QUESTION #10

SBBC may consider during the evaluation process, both options.

#### ➤ QUESTION #11

Is SBBC considering Medicare Part D plans?

#### ANSWER TO QUESTION #11

Currently SBBC participates in the Medicare RDS Part D Program and does not offer an EGWP. At SBBC's sole option, may consider EGWP at some time in the future. Please advise if you have this capability.

#### ➤ QUESTION #12

The Scope of Services (Attachment A2) references an EGWP offered to retirees who have been promised prescription drug coverage as part of the OPEB. Is there a census/plan design for this EGWP?

#### ANSWER TO QUESTION #12

Refer to Question 11 of this Addendum.



## THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

### PROCUREMENT & WAREHOUSING SERVICES

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#### ➤ QUESTION #13

The RFP requests an EAP proposal but no benefit information/rates for EAP were provided. Does the group currently have EAP benefits? If not please specify the # of visits SBBC is requesting for EAP.

#### ANSWER TO QUESTION #13

SBBC has an internal Employee Assistance Program which conducts an initial assessment. The District's current plans do not cover provider visits. The employee pays the \$25 co-pay.

#### ➤ QUESTION #14

Please clarify what services/functions the group would prefer to see for the requested kiosk at SBBC locations.

#### ANSWER TO QUESTION #14

Currently the District has seven (7) Kiosk, which provides Blood Pressure Monitoring. Please provide your most robust offering.

#### ➤ QUESTION #15

The pharmacy questionnaire requests: Do you participate in pharmacy withholds? Yes \_\_\_ No \_\_\_ If yes, are copies of pharmacy remittances available for audit?  
Please provide a definition of pharmacy withholds.

#### ANSWER TO QUESTION #15

The current Aetna Agreement and Addendums are included in Attachment H of the RFP, no additional data will be provided.

#### ➤ QUESTION #16

Please provide a complete copy of the most recent Aetna Utilization Report.

#### ANSWER TO QUESTION #16

Refer to Attachment V titled SBBC Total Utilization Report.xlsx

#### ➤ QUESTION #17

Please provide the final measurements and results from the current Discount, Claim Target and PBM Guarantees for 2019.

#### ANSWER TO QUESTION #17

The 2019 results are not yet available.

#### ➤ QUESTION #18

The medical benefits include coverage for a vision exam under preventive care. Is this a full vision exam by an optometrist or ophthalmologist, or a vision screening performed at the PCP's office?



## THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

### PROCUREMENT & WAREHOUSING SERVICES

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ANSWER TO QUESTION #18

The vision exam in the adult and kids plans is preventive care and is a covered screening, not a full exam.

➤ **QUESTION #19**

**Attachment B2:**

Due to the sensitive nature of the line by line claims repricing would you be willing to sign a non-disclosure agreement?

ANSWER TO QUESTION #19

No. SBBC nor its Benefits Consultants can sign a Non-Disclosure Agreement.

➤ **QUESTION #20**

**Attachment H:**

Can you provide the full benefit summaries and/or SPD's for the current plans in place?

ANSWER TO QUESTION #20

Please see the response to Question #6 of this Addendum.

➤ **QUESTION #21**

**Section 2**

Can you please give a detail explanation of what advanced imaging services include?

ANSWER TO QUESTION #21

For example services such as CT, PET and MRI's.

➤ **QUESTION #22**

**Attachment C1:**

Can you confirm what the dollar amounts should be below?

ANSWER TO QUESTION #22

Refer to revised Attachment C1, which replaces "C1 Pharmacy Workbook Templates Revised-Disruption" contained in Addendum two (2) of the RFP.

See next page for table, Question 22...



# THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

## PROCUREMENT & WAREHOUSING SERVICES

PBM Procurement and Audit Fees	
1.	PBM/Carrier, upon being named winner, agrees to directly pay Gallagher Pharmacy Practice (GPP) \$XX,XXX for the consulting services provided during this procurement process as per our payment terms. At no time will CLIENT be invoiced for this fee. All fees have been fully-disclosed to CLIENT. Payment will be sent within thirty (30) days of receipt of invoice. <b>NOTE THAT IF YOUR ORGANIZATION DOES NOT AGREE TO THESE TERMS, THEN YOUR ORGANIZATION MAY BE DISQUALIFIED AS A POTENTIAL VENDOR.</b>
2.	PBM/Carrier, upon being named winner, agrees to directly pay Gallagher Pharmacy Practice (GPP) \$XX,XXX for one post-implementation audit as per our payment terms. The audit will be conducted within the first year of the contract. At no time will CLIENT be invoiced for these fees. All fees have been fully-disclosed to CLIENT. Payments for the post-implementation audit will be sent within thirty (30) days of receipt of invoices. <b>NOTE THAT IF YOUR ORGANIZATION DOES NOT AGREE TO THESE TERMS, THEN YOUR ORGANIZATION MAY BE DISQUALIFIED AS A POTENTIAL VENDOR.</b>
3.	PBM/Carrier, upon being named winner, agrees to directly pay Gallagher Pharmacy Practice (GPP) \$XX,XXX <u>EACH</u> for two annual financial claims audits as per our payment terms. The audits will be conducted within the second and third years of the contract. At no time will CLIENT be invoiced for these fees. All fees have been fully-disclosed to CLIENT. Payments for the financial claims audits will be sent within thirty (30) days of receipt of invoices. <b>NOTE THAT IF YOUR ORGANIZATION DOES NOT AGREE TO THESE TERMS, THEN YOUR ORGANIZATION MAY BE DISQUALIFIED AS A POTENTIAL VENDOR.</b>

### ➤ QUESTION #23

#### Attachment S:

(a) Under the Performance Standard Guarantees under the Administration header the performance guarantee asks the following. The Awardee will be required to submit a monthly S/M/WBE Utilization Report, which will track payments to S/M/WBE(s). Can you confirm when the penalty would begin? IE How many calendars we have to supply the report.

(b) Can you confirm if the Performance Guarantees under the header General Performance Guarantee Requirements apply to the Medical / RX integrated quote?

(c) Also please confirm if the Performance Guarantees from # 7 – 30 are these for standalone PBM's only?

#### ANSWER TO QUESTION #23

- Section 4.12.2 of the RFP ( the last sentence in that paragraph) states "The timing of the Utilization Report shall coincide with invoice submission, whether the SBE(s) received payment or not, until all committed remuneration has been received by the SBE(s)".
- Yes. If you are only proposing a stand-alone pharmacy, then only items 1-30 apply.
- See above response to "b".



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#### ➤ QUESTION #24

##### Section 4.2.5

Can you please confirm that the \$1.5 million dollar budget includes the cost of the EAP Administrator, Wellness Manager/Coach, Wellness Coordinator? Also can you confirm if we need to staff all three position of these positions or just one wellness coordinator?

ANSWER TO QUESTION #24

Confirmed. Some of the \$1.5 million will be allocated to fund these positions which are SBBC employees.

#### ➤ QUESTION #25

##### Sections 4.3.1 – 4.7

Can you please confirm these questions should be completed by the medical carrier as well or is this still just for the standalone PBM?

ANSWER TO QUESTION #25

Yes. Sections 4.3, 4.4, 4.5 and 4.6 should be completed by both. Section 4.7 is separated by integrated and stand-alone models. Please only complete the section(s) that apply.

#### ➤ QUESTION #26

##### Section 4.7.6

In regards to the \$500 charge for the form it that a charge per year or per form? Please clarify. Also is this form sent to the carrier as enrollment or will SBBC sending their eligibility electronically?

ANSWER TO QUESTION #26

The \$500 is an approximate annual cost and the form is only utilized for new hires. The information is then sent electronically to the applicable carrier.

#### ➤ QUESTION #27

##### Sections 4.7.16 thru 4.7.19

Please confirm these questions are duplicative and we can provide the same answer on both. Also can you please provide a copy of the current ID card we are supposed to be mirroring? Also can you confirm if the participants on the kids only plan currently get their own ID card?

ANSWER TO QUESTION #27

Confirmed. Participants on the Kids Only Plan currently receive their own ID card.

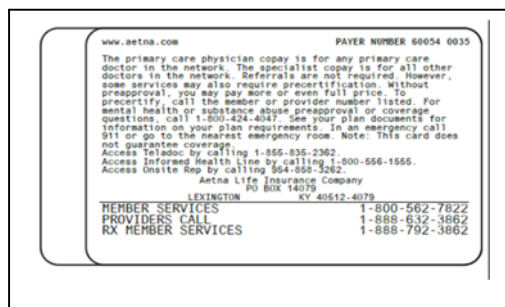
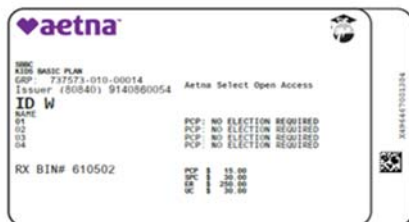
See next page for sample ID card.





# THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

## PROCUREMENT & WAREHOUSING SERVICES



### ➤ QUESTION #28

#### Clinical Section

Please describe your current Case Management offering in greater detail.

- What is your Case Management reach/engagement rate?
- Please provide engagement statistics by modality (i.e. telephonically, digitally, in person).
- Please provide the current ROI attained as well as a list of clinical care and utilization improvement statistics.
- Please provide additional insight into what is working well and what you would like to see improved.

ANSWER TO QUESTION #28

This information is not available at this time.

### ➤ QUESTION #29

#### Clinical Section

Please describe your current Disease Management offering in greater detail.

- What is the prevalence rate by disease state?
- Please provide the current ROI attained as well as a list of clinical care and utilization improvement statistics.
- Please provide additional insight into what is working well and what you would like to see improved.
- What percent of members with a chronic illness are identified as high risk, moderate risk and low risk? Of those, what percent are engaged by modality?
  - How many individuals are engaged telephonically? Digitally? In person?

ANSWER TO QUESTION #29

Refer to Attachment W of the Addendum for the Top 25 Conditions and the AHC Disease Management List of Conditions. No other data is available at this time.

### ➤ QUESTION #30

Please describe your current Wellness offering in further detail to include current and future incentives

- What level of engagement have you experienced with your current Wellness program?



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1. How many individuals have completed a health assessment?
2. How many members have enrolled in a telephonic coaching, digital coaching and in person coaching
- b. Do you offer onsite coaching? If so, please describe
- c. Do you make your Wellness program available to eligible adult dependents?
- d. Describe your wellness champion network.
  1. How many champions are involved?
  2. What type of activities do they perform currently?
  3. What support do vendors currently provide to your Wellness Champion network?
  4. Please describe the role of the Wellness Coordinator in place today.
- e. Do you perform biometric screenings on site each year?
  1. If so, at how many locations and how many people participate?
  2. Do you offer offsite alternatives as well? If so, what types? What is the utilization per modality?
  3. Who is the current biometric screening vendor?
  4. Do you want vendors to include biometric screening options in their proposals?
- f. What results have been achieved with current Wellness programs, such as risk reduction improvement and improvements in lifestyle modifications? Please provide the actual results.

#### ANSWER TO QUESTION #30

A1. and A2. This information is not available at this time.

B. Currently SBBC has a nutritionist that goes on-site (any location) upon request and will present to the group and meet with individuals after as requested. Any coaching services can be considered by SBBC. If coaching services is proposed, the program details and cost should be shown as optional.

C. Covered dependents may participate any wellness events.

D1. The wellness champions are established and managed internally. A proposer may include a wellness coordinator in the proposal and follow the instructions in B above.

E1, E2, E3. Biometric screenings are currently not offered.

E4. Yes, please provide biometric screening options and the corresponding cost separate from the administrative fees.

#### ➤ QUESTION #31

Please provide additional information on your current EAP program:

- a. How many face-to-face sessions does the current EAP provide?
- b. Please provide the most recent annual utilization report.
- c. Please provide historical face-to-face EAP utilization for each of the past 3 years.
- d. Please provide the average number of visits per EAP episode.
- e. Please provide the historical utilization of training seminars for each of the past 3 years. Provide the number of seminars and the hours used. Please break this down by employee orientation hours and supervisor training hours.
- f. Please provide the historical utilization of CISDs for each of the past 3 years. Provide the number of critical incidents and the hours used.
- g. If historical utilization is not available, what is the customer expecting utilization to run at in the future?



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- h. How many critical incident and training hours would you like vendors to propose?
- i. Please provide member demographic information. What percentage of the membership is male? What percentage of the membership is female? What is the average member age?
- j. Please provide the current and historical EAP rates for each of the last three years.
- k. Are you interested in work life services beyond what is provided as part of a standard digital solution? i.e. Do you want a telephonic work life solution as well?
- l. What promotional materials does the current EAP vendor provide?
- m. Do you provide member and employee email addresses to the current EAP vendor for mass email communications?

#### ANSWER TO QUESTION #31

SBBC has an internal Employee Assistance Program, which provides initial in-take assessments and follow-up calls. SBBC does not utilize an EAP vendor; however, SBBC EAP Clinicians may outsource treatment to appropriate network Providers. A vendor EAP program may be considered in the future. If EAP services are quoted, the services should be optional with pricing separate from ASO fee.

#### ➤ QUESTION #32

How do you define the goals of a successful clinical model based on the needs of your population? Is overall savings value, and value per case managed most important? Or is the depth of reach most important?

#### ANSWER TO QUESTION #32

A successful clinical model would improve the overall health of our population focusing on those whose health can be impacted the most and willing to participate resulting in a long term reduction of cost and utilization trend.

#### ➤ QUESTION #33

In addition to managing toward these goals, are their other unique clinical goals you would like addressed for your population (for example, outreach to each referred case for a particular disease state)?

#### ANSWER TO QUESTION #33

We would like to address the top chronic conditions that utilize medical services the most as well as the pre-chronic conditions to try to avoid turning to chronic.

#### ➤ QUESTION #34

Please confirm Morbidly Obese Surgery is covered under the medical benefit plan.

#### ANSWER TO QUESTION #34

Yes. It is covered across all plans, including the Kids Plans.

#### ➤ QUESTION #35

Please confirm that the definition of "initial contract period" is the initial three-year period of January 1, 2021 through December 31, 2023.



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ANSWER TO QUESTION #25  
Confirmed.

➤ **QUESTION #36**

Regarding **Attachment S**:

Please confirm requested payout frequency and reconciliation of Liquidated Damages for each PG. For example, Call PGs request \$2,000 in Liquidated Damages but there is no frequency defined. For, Telephone Responsiveness PGs, metric indicates monthly; is that the requested measurement and payout for the \$2,000 in Liquidated Damages?

ANSWER TO QUESTION #36  
These are monthly penalties.

➤ **QUESTION #37**

What is the 7% cap intended to apply to? Is that for Medical only PGs?

ANSWER TO QUESTION #37

It is 7% of the Premium Equivalent and applies to the Medical PGs only. The Pharmacy will have its own associated PG.

➤ **QUESTION 38**

Regarding Census:

- Please define Overage Dependents as designated on a separate tab in the census file.
- Can you please provide a full member census?
- Please provide current subscribers and members by plan by tier.

ANSWER TO QUESTION #38

- Overage dependents are ages 26 to 30.
- Please refer to Attachment F in the RFP.
- Please refer to Attachment F in the RFP.

➤ **QUESTION 39**

Regarding the current Aetna Admin Fee. Does that apply to the current Kids Only plans and if so, how is that charged?

ANSWER TO QUESTION #39

Yes. The first child is charged if more than one child is enrolled in the same plan.

➤ **QUESTION 40**

Is the NAP currently in place? If so, at what %?



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ANSWER TO QUESTION #40

Please refer to Attachment H – The NAP is in place at 35%.

➤ **QUESTION 41**

Are onsite kiosks a requirement?

ANSWER TO QUESTION #41

No; however, the District currently has seven (7) Kiosks throughout the District.

➤ **QUESTION 42**

Has there been any change in the Rx guarantees from the original Aetna Agreement based on the agreed upon market check?

ANSWER TO QUESTION #42

No Market Check was completed.

➤ **QUESTION 43**

Regarding claims experience:

- a. Can the monthly experience be provided broken out by current plan?
- b. Does the experience provided include claims from Kids Only Plans?

ANSWER TO QUESTION #43

Refer to Attachment X of this Addendum, which includes a lag report with claims split by medical and pharmacy as well as retirees and Kids Only plan claims. The additional two reports include monthly membership for the total population excluding those enrolled in the Kids Only plans. Reports are labeled:

Attachment X – SBBC Lag Report.xlsx

Attachment X – SBBC Membership Exc Kids Plan\_Jan 17 to Nov 19.xlsx

Attachment X – SBBC Kids Plan Membership\_Jan 17 to Nov 19.xlsx

➤ **QUESTION 44**

Does Aetna retain 100% of rebates for all drugs paid under the Medical plans or just Specialty drugs?

ANSWER TO QUESTION #44

Drug claims filled through the medical plan do not receive rebates. Drug claims filled through the pharmacy plan receive 100% pass through rebates to SBBC for retail, mail and specialty.

➤ **QUESTION 45**

Please confirm requirement of data exchange with Sapphire (specific data, frequency and format).

ANSWER TO QUESTION #45

Sapphire receives a full data dump in the universal file format on a monthly basis.



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#### ➤ QUESTION 46

Please clarify the requirement for onsite FTEs per Sections 4.2.5, 4.2.6 and 4.2.7 of the RFP. Is the Wellness Coordinator referenced in 4.2.7 part of the 4 FTEs referenced in 4.2.6 and/or the \$1.5M allocation in Year 1? Does Aetna currently fund 4 onsite FTEs?

ANSWER TO QUESTION #46

Section 4.2.5 are SBBC positions funded through the \$1.5M dollar allocation, each year.

Section 4.2.6 are Aetna employees located within the District's Benefits Departments paid by Aetna.

Section 4.2.7 is an Aetna employee assigned to the SBBC Account.

All are independent of each other.

#### ➤ QUESTION 47

Section 4.7.3 - Please confirm requirement for FRS coordination.

ANSWER TO QUESTION #47

The carrier must provide an annual list to be provided to FRS and SBBC of all retirees who had premiums deducted directly from their monthly FRS monthly pension payment for the calendar year.

#### ➤ QUESTION 48

Section 4.7.4 – Please define HIPAA Administration Services

ANSWER TO QUESTION #48

SBBC wants to have any current or future HIPAA services required by legislation provided by the carrier.

#### ➤ QUESTION 49

Section 4.7.20 – Are member handbooks & SPDs currently mailed to employee homes and if so, how is this being handled with respect to the Kids Only Plans?

ANSWER TO QUESTION #49

No.

#### ➤ QUESTION 50

Section 5.1 – Please re-confirm Evaluation Points

ANSWER TO QUESTION #50

Please refer to Section 5.0, page 26 in the RFP.

#### ➤ QUESTION 51

What is the current reimbursement arrangement for OON claims and/or emergency benefits?





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ANSWER TO QUESTION #51  
Refer to Question 2 of this Addendum.

### ➤ QUESTION 52

Please provide current equivalent rates by plan.

ANSWER TO QUESTION #52

Plan	Actives/Retirees	2020 Total Rates
<b>Premier Plus</b>	EE	\$689.52
	EE + 1	\$1,454.84
	EF	\$2,034.79
	DS	\$1,454.84
<b>Premier</b>	EE	\$595.57
	EE + 1	\$1,256.65
	EF	\$1,756.93
	DS	\$1,256.65
<b>Premier Choice</b>	EE	\$496.61
	EE + 1	\$1,047.82
	EF	\$1,464.97
	DS	\$1,047.82

	Kids Only	2020 Total Rates
<b>Basic 0-4</b>	1 Child	\$630.18
	2 Children	\$1,260.40
	3+ Children	\$1,890.58
<b>Basic 5+</b>	1 Child	\$274.00
	2 Children	\$548.01
	3+ Children	\$822.00
<b>Enhanced 0-4</b>	1 Child	\$1,055.90
	2 Children	\$2,111.78
	3+ Children	\$3,167.69
<b>Enhanced 5+</b>	1 Child	\$459.06
	2 Children	\$918.15
	3+ Children	\$1,377.21

### ➤ QUESTION 53

If responses to this round of carrier questions lead to further questions will there be a follow-up Q&A period allowed?



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ANSWER TO QUESTION #53  
No.

➤ **QUESTION 54**

Regarding administration of the Kids Only plans please confirm that Deductible/Out-of-Pocket Maximums are not combined with the parent/employee plan.

ANSWER TO QUESTION #54  
Confirmed.

➤ **QUESTION 55**

Can you identify how many members are on the kids only plan that are out of Broward county/out of state?

ANSWER TO QUESTION #55  
Refer to Attachment F of the RFP, Zip Codes were included.

➤ **QUESTION 56**

Pharmacy Questions

Should the commercial quote include active and retiree members (33,695 Active and 914 Retirees as indicated in the census)?

ANSWER TO QUESTION #56  
Yes. Please refer to Attachment F – Census Data of the RFP.

➤ **QUESTION 57**

Does the claim utilization data (Attachment C) include the claim utilization of these members?

ANSWER TO QUESTION #57  
Yes.

➤ **QUESTION 58**

Does the claim utilization data (Attachment C) include the claim utilization of these members?

ANSWER TO QUESTION #58  
Currently SBBC has a Voluntary Maintenance Incentive Program and a recommendation has been made to implement a Mandatory Maintenance Incentive Program in 2020. SBBC at its sole option will continue to evaluate the effectiveness of these programs.

➤ **QUESTION 59**

Does client require Traditional or Pass-Through pricing or both? (The current contract with Aetna indicates Traditional Pricing, but The RFP questionnaire lists questions for both types of pricing)



## THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

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ANSWER TO QUESTION #59

The Proposer can bid traditional, pass-through or both.

➤ **QUESTION 60**

Does client current formulary have exclusions?

ANSWER TO QUESTION #60

Yes.

➤ **QUESTION 61**

Can you provide the pharmacy current plan design?

ANSWER TO QUESTION #61

Refer to Attachment D of the RFP and Question 6 of this Addendum.

➤ **QUESTION 62**

S/M/WBE

Are your enrollment materials and enrollment form currently being printed through your S/M/WBE partner?  
If not currently done today would that be an option to include in our proposal?

ANSWER TO QUESTION #62

SBBC utilizes an in-house printing department to print its Open Enrollment Materials.

➤ **QUESTION 63**

Can you provide a list of your current S/M/WBE partners and state what services they provide for you today?

ANSWER TO QUESTION #63

*The correct link, for Attachment L, to view the Supplier Diversity Outreach Program's certified supplier directory is: <https://www.browardschools.com/Page/46981>*

*This link will provide the following information about the certified supplier*

- *Supplier Name*
- *Trade Category*
- *Business Specialty*
- *Ethnicity*
- *Certification Type*
- *Expiration Date*
- *Phone*
- *Email*

➤ **QUESTION 64**

Can you confirm if the scholarship currently provided for minority children is part of the 5% S/M/WBE spend today? Would you like us to mirror this program?



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#### ANSWER TO QUESTION #64

As of today, the scholarships that are being provided for Minority children are not counted towards the MWBE Diversity Goals Implemented on the Solicitation. It is not counted or reported as S/M/WBE spend.

#### ➤ QUESTION 65

Regarding MBE WBE requirement: RFP indicates requirement at 5% of Total Contract Value. Please confirm how Total Contract Value is defined.

#### ANSWER TO QUESTION #65

**The Total Contract Value is defined as the total dollar amount paid to the vendor by the district for services rendered.**

Medical – Based on the **TOTAL** Administrative Fees

Pharmacy - Based on net plan costs (ingredient cost less copays)

#### ➤ QUESTION 66

Can you confirm that no EAP quote will be required, and that the current arrangement will remain in place (A1, #28)

#### ANSWER TO QUESTION #66

Refer to Questions 13 and 31 of this Addendum.

#### ➤ QUESTION 67

Is there a preference for USB/Flash Drives or CD-ROMs for the two electronic copies of the proposal? (page 1 of 39)

#### ANSWER TO QUESTION #67

**The preference is for USB/Flash Drives. Many of the School Board computers no longer use the CD-ROM drives. Refer to page 2 of the RFP.**

#### ➤ QUESTION 68

Can you confirm that all Confidential or Proprietary Information should be put into a separate binder and flash drive, and not included with the main proposal? If so, do you require just one copy of this information, or the same number of copies (1 original and 26 copies) as the rest of the proposal (page 2 of 39)?

#### ANSWER TO QUESTION #68

**Yes. The confidential or proprietary information must be placed into a separate binder and a flash drive. Also, the same number of copies must be provided.**

#### ➤ QUESTION 69

Please clarify the first sentence of 4.7.14 where it reads "Quarterly (biannually) provide SBBC with at least a 60-day written notice prior to January 1st of any proposed changes for upcoming Plan Year, (except in cases where the drug is removed from the Food and Drug Administration approved listing)."



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#### ANSWER TO QUESTION #69

Currently SBBC allows annual formulary changes; however, SBBC may consider moving to quarterly formulary changes as outlined in 4.7.14 and 4.7.53 of the RFP. If quarterly changes are implemented, then a 60-day written notice is required to SBBC and the members impacted.

#### ➤ QUESTION 70

Please clarify the type of Rx savings you would like included with the billing statement.

#### ANSWER TO QUESTION #70

Unable to respond to the question as asked.

#### ➤ QUESTION 71

How should bidders treat non par hospital base providers (ER physicians, radiologist, pathologist, anesthesiologist) in the repricing file? Since a member cannot elect these providers, the health plan holds the member harmless by paying at the par benefit level? Should they be considered in-network (i.e. would the member be held harmless for using them) or out of network?

#### ANSWER TO QUESTION #71

In the repricing file, the non-par (out-of-network) providers should show the repriced claim equal to the billed amount provided in the file.

For claim processing, the member is held harmless. The out-of-network reimbursement levels will be discussed.

#### ➤ QUESTION 72

Is it your expectation that the repricing file include a summary or line by line?

#### ANSWER TO QUESTION #72

Line-by-line.

#### ➤ QUESTION 73

Is it your expectation to treat wrap networks as participating or non-participating?

#### ANSWER TO QUESTION #73

Wrap networks are to be considered participating. The repricing file should reprice the claim using the wrap network's contracted/negotiated/allowed amount. If this amount is not available, it should be repriced by setting the allowed amount to the billed amount and the network indicator should identify the claim as wrap versus in-network or out-of-network.

#### ➤ QUESTION 74

Is Attachment I (ACH Payment Agreement Form) required to be submitted as part of the RFP, or should this be submitted during the plan implementation phase?



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ANSWER TO QUESTION #74

Refer to Question 9 of this Addendum.

➤ **QUESTION 75**

Can you confirm that the \$1,500,000 expense requested in item 4.2.15 for SBBC staff and services would be required from bidders for each of the three years of the contract (i.e. a total of \$4,500,000 over three years)?

ANSWER TO QUESTION #75

To clarify the minimum requirements in sections 4.2.5 Integrated Model and 4.2.5 Stand-Alone Pharmacy Model are as follows;

Integrated medical and pharmacy proposal: \$1,500,000 per year

Medical only proposal: \$1,500,000 per year

Pharmacy only proposal: \$500,000 per year

➤ **QUESTION 76**

Is the vendor expected to provide full coverage of the four onsite staff requested in item 4.2.16 (For example, if one of the four is on vacation or out sick, is vendor expected to have a replacement employee onsite)?

ANSWER TO QUESTION #76

To clarify the minimum requirements in sections 4.2.6 Integrated Model and 4.2.6 Stand-Alone Pharmacy Model the following onsite staff requirements are as follows;

Integrated medical and pharmacy proposal: four onsite staff

Medical only proposal: four onsite staff

Pharmacy only proposal: one onsite staff

A trained back-up employee is expected to cover any on-site staff absences.

➤ **QUESTION 77**

Post 65/Medicare Alternative Benefits Questions:

- a. Will you fully replace the existing commercial plan for Medicare eligible members with Medicare Advantage?
- b. If not, will Medicare Advantage be the Slice Default option for current and future retirees?

ANSWER TO QUESTION #77

If a Medicare Advantage plan(s) were to be offered, it would be an option(s) along side the medical plans offered to active employees.

➤ **QUESTION 78**

Will you consider implementing a less rich Medicare Advantage plan design compared to the existing commercial plan design/coordination to mitigate selection concerns?





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ANSWER TO QUESTION #78

Yes, since if these are offered, they would be offered alongside the active plans.

➤ **QUESTION 79**

Are all Medicare eligible members required to carry Medicare Part B to be eligible for the current commercial plan? If not, are you willing to stipulate this as an eligibility requirement for Medicare Advantage enrollment?

ANSWER TO QUESTION #79

Medicare eligible members are not required to carry Medicare Part B at this time. If a Medicare Advantage plan(s) is offered, the member would be responsible for obtaining the necessary Medicare coverage to enroll.

➤ **QUESTION 80**

Are retirees allowed to re-enroll in the plan if they leave Group coverage for the individual market?

ANSWER TO QUESTION #80

Only if they re-enter the District's workforce as an active employee.

➤ **QUESTION 81**

How many Medicare eligible retirees have waived the group plan coverage?

ANSWER TO QUESTION #81

This information is not tracked.

➤ **QUESTION 82**

Are Medicare eligible Pre-65 disabled retirees to be included in this proposal?

If so, what % of Pre-65 disabled retirees are currently in the group plan?

ANSWER TO QUESTION #68

Yes, pre-65 disabled retirees are to be included. This information is not available.

➤ **QUESTION 83**

Please confirm whether the current Medicare-eligible Retirees are receiving the employee-only amount towards the group plans: Premier, Premier Plus, and Premier Choice High Deductible plans' medical premium equivalents noted on Page 4 of the RFP.

If so, will they continue to receive those contributions for 2021 if the plan is slice against the Medicare Advantage offering?

ANSWER TO QUESTION #68

Any retiree who elects to stay in the District's plans pays 100% of the premium equivalent rate. There is no direct subsidy of premiums provided by the District for retiree coverage.



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➤ **QUESTION 84**

Please confirm per the RFP Page 3 that by voluntary, the Medicare Advantage offering would not be subsidized with employer contributions.

ANSWER TO QUESTION #68  
Confirmed.

➤ **QUESTION 85**

Should Commissions be included with our Medicare proposal?

ANSWER TO QUESTION #68  
Please refer to Section 4.9 in the Request for Proposal.

➤ **QUESTION 86**

Is a reference-based option (either stand-alone or dual option alongside a standard PPO network) something the School Board is willing to consider as a significant cost-reducing measure?

ANSWER TO QUESTION #86  
Please refer to Sections 4.7.24 and 4.7.30 of the RFP when considering submitting a reference-based -pricing model. At SBBC's sole option, may consider a reference-based pricing models



# THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

7720 WEST OAKLAND PARK BOULEVARD, SUITE 323, SUNRISE, FLORIDA 33351 · TEL 754-321-0505 · FAX 754-321-0936

## PROCUREMENT & WAREHOUSING SERVICES

MARY CATHERINE COKER, DIRECTOR

[www.BrowardSchools.com](http://www.BrowardSchools.com)

The School Board of  
Broward County, Florida

Donna P. Korn, Chair  
Dr. Rosalind Osgood, Vice Chair

Lori Alhadeff  
Robin Bartleman  
Patricia Good  
Heather P. Brinkworth  
Laurie Rich Levinson  
Ann Murray  
Nora Rupert

Robert W. Runcie  
Superintendent of Schools

December 20, 2019

### ADDENDUM NO. 3 RFP # FY21-016 GROUP MEDICAL BENEFITS FOR SCHOOL BOARD EMPLOYEES

#### TO ALL PROPOSERS:

Amend the above referenced solicitation in the following particulars only:

Addendum No. 2 was issued on December 19<sup>th</sup> and the file marked "**Attachment C1 – Pharmacy Workbook Template**" had incorrect information within the file and was removed by Demandstar at SBBC's request on December 19<sup>th</sup> from the above referenced solicitation.

A replacement file has been downloaded to Demandstar today, December 20<sup>th</sup> with the following file name:

**Attachment C1 – Pharmacy Workbook Template – REVISED (2)**. Make sure this is the file that is to be used for submitting your proposal.

**Attachment C1 – Pharmacy Workbook Template Revised – Disruption** is fine and can be used for submitting your proposal.

This Addendum is for informational purposes only and need not be returned with your Proposal. By virtue of signing the "Required Response Form", Page 1 of RFP #FY21-016, Proposer certifies acceptance of this Addendum.

Sincerely,

*Charles V. High* Digitally Signed

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



# THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

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Laurie Rich Levinson  
Ann Murray  
Nora Rupert

Robert W. Runcie  
Superintendent of Schools

December 19, 2019

### ADDENDUM NO. 2

RFP # FY21-016

### GROUP MEDICAL BENEFITS FOR SCHOOL BOARD EMPLOYEES

#### TO ALL PROPOSERS:

Amend the above referenced RFP in the following particulars only:

- |    |  |                          |
|----|--|--------------------------|
| 1. | <b>Attachment D</b> – Current Plan Designs                                 | Downloaded to Demandstar |
| 2. | <b>Attachment C1</b> – Pharmacy Workbook Template                          | Downloaded to Demandstar |
| 3. | <b>Attachment C1</b> – Pharmacy Workbook Templates<br>Revised - Disruption | Downloaded to Demandstar |

This Addendum is for informational purposes only and need not be returned with your Proposal. By virtue of signing the "Required Response Form", Page 1 of RFP #FY21-016, Proposer certifies acceptance of this Addendum.

Sincerely,

*Charles V. High* Digitally Signed

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



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Ann Murray  
Nora Rupert

Robert W. Runcie  
Superintendent of Schools

December 17, 2019

### ADDENDUM NO. 1

RFP #FY21-016

### GROUP MEDICAL BENEFITS FOR SCHOOL BOARD EMPLOYEES

#### TO ALL PROPOSERS:

Amend the above referenced RFP in the following particulars only:

1. Correct page numbering in the RFP. There are a total of 41 Pages not 39 Pages.
2. **DELETE:** Cover Page  
**DELETE:** Page 4 of 41 Pages  
Location change for Proposer's Conference
- INSERT:** Cover Page – **REVISED** -  
**INSERT:** Page 4 of 41 Pages – **REVISED** -

This Addendum is for informational purposes only and need not be returned with your Proposal. By virtue of signing the "Required Response Form", Page 1 of RFP # FY21-016 Proposer certifies acceptance of this Addendum.

Sincerely,

*Charles V. High* Digitally Signed

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



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Ann Murray  
Dr. Rosalind Osgood  
Nora Rupert

Robert W. Runcie  
Superintendent of Schools

December 17, 2019

**REVISED**

Dear Prospective Proposers:

**SUBJECT: Instructions to Proposers  
Request for Proposals (RFP) FY21-016 Group Medical Benefits for School Board Employees**

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

### SUPPLIER DIVERSITY OUTREACH PROGRAM PARTICIPATION (See Section 4.12 of the RFP)

SBBC has implemented a Supplier Diversity Outreach Program as part of the SBBC's competitive solicitation and contracting activity in accordance with School Board Policy 3330. The purpose of the program is to utilize available small, minority and women business enterprises (S/M/WBE's) within the Board's market area to compete for the award of SBBC purchasing contracts. S/M/WBE vendors utilized for this contract must be certified by SBBC's, Supplier Diversity Outreach Program Office. For information on business enterprise certification, contact SBBC's Supplier Diversity & Outreach Program at 754-321-0550.

**NON-MANDATORY PROPOSERS' CONFERENCE** A Proposers' Conference will be held on **January 17, 2020**, beginning at **9:00 am** Eastern Time (ET), in the **Procurement and Warehousing Services Department, 7720 West Oakland Park Blvd., Suite 323, Sunrise, Florida 33351**. Representatives from all interested companies are encouraged to attend. **\*\*Location changed\*\***

### 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 U**, Statement of "No Response" and return via facsimile to 754-321-0533 or scan and send via e-mail [charles.high@browardschools.com](mailto:charles.high@browardschools.com). Your response to the Statement of "No Response" is very important to the Procurement & Warehousing Services when creating future RFPs.

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

Sincerely,

*Charles V. High* Digitally Signed

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



## 2.0 INTRODUCTION AND GENERAL INFORMATION (Continued)

to which the Board contributes \$500 per year. In addition, the Awardee(s) must be able to electronically interface with Sapphire who administers a transparency tool allowing employees to compare prices for high-tech imaging services, high-cost and/frequent procedures such as joint replacements, other services such as diagnostic imaging (x-rays) and several specialty drugs.

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

- Carving out pharmacy benefits and/or specialty pharmacy
- Carving out advanced imaging services
- Carving out behavioral health
- Carving out wellness and disease management programs
- Developing creative programs in conjunction with the Awardee, SBBC and local hospital systems including possible direct contracting/shared savings
- Using high performance networks in conjunctions with the Awardee, SBBC and the local hospital systems or Proposers existing high performance networks
- Using Accountable Care Organizations (ACO's) or similar models/programs
- Redesign of benefit plans, contributions models, etc.
- Other creative cost savings programs

For 2020, SBBC contributes the employee-only amount towards the Premier, Premier Plus, and Premier Choice High Deductible plans' medical premium equivalents. The contribution strategy 2021 has not been determined. SBBC, at its sole option, can change/modify the current contributions strategy and distribution among the tiers. Employees pay premium equivalent rates that exceed the flat dollar amount. SBBC remits its portion over a 12-month period. Any amounts above SBBC's portion are remitted based on the employee's work calendar (i.e., 18, 20 or 24 payroll deductions) on a self-bill basis.

SBBC permits employees to opt-out of the self-funded medical program and provides \$750 annually. Currently, there are approximately 1,500 employees that opt out of the SBBC medical coverage. SBBC, at its sole option, can change/modify the current opt out funding.

The School Board of Broward County, Florida, Supplier Diversity Outreach Program, works to increase the participation of Small, Minority, and Women Business Enterprises (S/M/WBE). It is the intent of the Supplier Diversity Outreach Program to have a diverse group, as well as an equitable distribution of S/M/WBE's participating on any award of this Proposal. To be considered for the greatest amount of evaluation points for S/M/WBE participation, the Proposer must provide significant information on the specific certified S/M/WBE vendor(s) that will be used on any contract award for services described in this RFP. The Proposer should include the specific elements of work each S/M/WBE vendor(s) will be responsible for performing, the dollar value of the work, and the percentage of the total contract value. For a list of certified S/M/WBE's, refer to <https://www.browardschools.com/Page/46981>.

Gallagher Benefit Services, Inc. will be providing consultant services to SBBC in relation to this RFP (Reference General Condition 7.41).

### 2.2 **Non-Mandatory Proposers' Conference:** A Proposers' Conference will be held on **January 17, 2020, in the TSSC Procurement and Warehousing Services Department, 7720 West Oakland Park Blvd., Sunrise, Florida 33351 beginning at 9:00 am.** Representatives from all interested companies are encouraged to attend.

The purpose of the Proposers' Conference is to allow prospective Proposers to bring forth questions they may have, to allow prospective Proposers to be aware of questions other Proposers may have, and to stimulate discussions that will generate questions in an effort to assist prospective Proposers in preparing the best and most comprehensive proposal for submission to SBBC. All questions must be submitted in writing to the Purchasing Agent stated in this RFP. Questions submitted will be answered to all Proposers via Addenda. All questions shall be submitted in accordance with Section 2.3, Questions and



# THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

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## PROCUREMENT & WAREHOUSING SERVICES

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Nora Rupert

December 17, 2019

Robert W. Runcie  
Superintendent of Schools

Dear Prospective Proposers:

**SUBJECT: Instructions to Proposers  
Request for Proposals (RFP) FY21-016 Group Medical Benefits for School Board Employees**

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

### SUPPLIER DIVERSITY OUTREACH PROGRAM PARTICIPATION (See Section 4.12 of the RFP)

SBBC has implemented a Supplier Diversity Outreach Program as part of the SBBC's competitive solicitation and contracting activity in accordance with School Board Policy 3330. The purpose of the program is to utilize available small, minority and women business enterprises (S/M/WBE's) within the Board's market area to compete for the award of SBBC purchasing contracts. S/M/WBE vendors utilized for this contract must be certified by SBBC's Supplier Diversity Outreach Program Office. For information on business enterprise certification, contact SBBC's Supplier Diversity & Outreach Program at 754-321-0550.

**NON-MANDATORY PROPOSERS' CONFERENCE** A Proposers' Conference will be held on **January 17, 2020**, beginning at **9:00 am** Eastern Time (ET), in the Technology and Support Services Center Annex (former Bank Building), 7770 West Oakland Park Boulevard, Sunrise, Florida 33351-6704. Representatives from all interested companies are encouraged to attend.

### 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 U**, Statement of "No Response" and return via facsimile to 754-321-0533 or scan and send via e-mail [charles.high@browardschools.com](mailto:charles.high@browardschools.com). Your response to the Statement of "No Response" is very important to the Procurement & Warehousing Services when creating future RFPs.

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

Sincerely,

*Charles V. High* Digitally Signed

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



Educating Today's Students to  
Succeed in Tomorrow's World

# **REQUEST FOR PROPOSALS (RFP)**

**RFP FY21-016**

## **GROUP MEDICAL BENEFITS FOR SCHOOL BOARD EMPLOYEES**



RFP Release Date: December 17, 2019

Non-Mandatory Proposers' Conference: January 17, 2020  
(Refer to Section 2.2 in the RFP)

Written Questions Due: On or Before 5:00 pm, ET, January 22, 2020  
(Refer to Section 2.3 in the RFP) to Mr. Charles V High, Purchasing Agent

Proposals Due: On or Before 2:00 pm, ET  
February 26, 2020 to the  
Procurement & Warehousing Services 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 Director of EEO/ADA Compliance at 754-321-2150 or Teletype Machine (TTY) 754-321-2158.

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

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Attachment T – Top Utilized Physicians/Providers (including TINs) Disruption Worksheets  
Attachment U – Statement of “No Response”

## PROPOSER'S SUBMITTAL CHECKLIST

### 1. Proposer's Attachments

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

**Table 1 Proposers Attachment Checklist**

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

### 2. Proposer's Response Checklist

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

**Table 2 Proposer's Response Checklist**

Item #	Proposal Response Item	Completed and Provided as Instructed??		Reference to Proposal Response Section
1	Section 1.0 - Required Response Form	YES <input type="checkbox"/>	NO <input type="checkbox"/>	
2	Section 4.2 - Minimum Eligibility	YES <input type="checkbox"/>	NO <input type="checkbox"/>	
3	Section 4.7 – Scope of Services	YES <input type="checkbox"/>	NO <input type="checkbox"/>	
4	Section 4.12 – S/M/WBE	YES <input type="checkbox"/>	NO <input type="checkbox"/>	
5	<b>Attachment A</b> - Questionnaire(s)	YES <input type="checkbox"/>	NO <input type="checkbox"/>	
6	<b>Attachment B</b> – CPT Codes and Medical Claims Repricing Worksheet	YES <input type="checkbox"/>	NO <input type="checkbox"/>	
7	<b>Attachment C</b> – Prescription Drug Pharmacy Data	YES <input type="checkbox"/>	NO <input type="checkbox"/>	
8	<b>Attachment D</b> – Current Plan Designs	YES <input type="checkbox"/>	NO <input type="checkbox"/>	
9	<b>Attachment E</b> - Financial Response Forms	YES <input type="checkbox"/>	NO <input type="checkbox"/>	

Item #	Proposal Response Item	Completed and Provided as Instructed??		Reference to Proposal Response Section
10	<b>Attachment I</b> – ACH Payment Agreement Form	YES <input type="checkbox"/>	NO <input type="checkbox"/>	
11	<b>Attachment L</b> – Supplier Diversity Outreach Program – L1, L2, L3, L4 and L5	YES <input type="checkbox"/>	NO <input type="checkbox"/>	
12	<b>Attachment M</b> – Disclosure of Potential Conflict of Interest and Conflicting Employment or Contractual Relationship	YES <input type="checkbox"/>	NO <input type="checkbox"/>	
13	<b>Attachment N</b> – Certificate of Debarment, Suspension, Ineligibility, and Voluntary Exclusion Lower Tier Transactions (Refer to Section 7.39)	YES <input type="checkbox"/>	NO <input type="checkbox"/>	
14	<b>Attachment O</b> – W-9 Form	YES <input type="checkbox"/>	NO <input type="checkbox"/>	
15	<b>Attachment P</b> – Drug-Free Workplace Form	YES <input type="checkbox"/>	NO <input type="checkbox"/>	
16	<b>Attachment Q</b> – SBBC Sample Agreement	YES <input type="checkbox"/>	NO <input type="checkbox"/>	
17	<b>Attachment R</b> – Business Associate Sample Agreement	YES <input type="checkbox"/>	NO <input type="checkbox"/>	
18	<b>Attachment S</b> – Performance Standards and Guarantees	YES <input type="checkbox"/>	NO <input type="checkbox"/>	
19	<b>Attachment T</b> – Top Utilized Physicians/Providers (including TINs) Disruption Worksheets	YES <input type="checkbox"/>	NO <input type="checkbox"/>	
20	<b>Attachment U</b> – Statement of “No Response	YES <input type="checkbox"/>	NO <input type="checkbox"/>	



**REQUEST FOR PROPOSALS (RFP) FY21-016**  
**1.0 REQUIRED RESPONSE FORM**

**RELEASE DATE:** December 17, 2019

**TITLE:** GROUP MEDICAL BENEFITS FOR SCHOOL BOARD EMPLOYEES

This Proposal must be submitted to the **Procurement & Warehousing Services of The School Board of Broward County, Florida, 7720 W. Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351-6704, on or before 2:00 p.m. ET February 26, 2020** and plainly marked **RFP FY21-016, GROUP MEDICAL BENEFITS FOR SCHOOL BOARD EMPLOYEES**. Proposals received after 2:00 p.m. ET on date due will not be considered.

**One complete, ORIGINAL hard-copy Proposal** (clearly marked as such), and **two complete, original electronic versions** (all clearly marked as "original") will constitute the original governing documents. In the case of any discrepancy between the ORIGINAL hard-copy Proposal and the electronic version, the ORIGINAL hard-copy Proposal shall be the governing document. The two electronic versions in Microsoft Word 6.0 or higher on separate thumb drives and **25 hard-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 FY21--016), 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. (See Page 2 for formatting electronic data) In the case of any discrepancy between the original Proposal and the copies, the original Proposal will be the governing document. The proposal must contain all the 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: \_\_\_\_\_ TOLL FREE: \_\_\_\_\_  
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).

### **NOTE TO PROPOSERS**

TWO COMPLETE ELECTRONIC COPIES OF YOUR PROPOSAL, IDENTICAL TO THE ORIGINAL PROPOSAL, ON SEPARATE THUMB DRIVES, WILL BE REQUIRED IN MICROSOFT WORD 6.0 OR HIGHER AND EXCEL..

WHEN CREATING YOUR DIGITAL FILES, AS STATED ABOVE, **ONE COMPLETE PDF COPY** OF YOUR ORIGINAL PROPOSAL MUST BE CREATED AS **"ONE FILE"**. DO NOT PROVIDE PDF FILES WHICH ARE BROKEN INTO SEPARATE FILES.

PROCUREMENT AND WAREHOUSING SERVICES PREFERS THESE FILE BE STORED ON TWO SEPARATE THUMB DRIVES.

IF YOU HAVE <u>CONFIDENTIAL OR PROPRIETARY INFORMATION</u> , CREATE A <b><u>SEPARATE BOOK AND FILE</u></b> SO INFORMATION CAN BE KEPT CONFIDENTIAL. <b>BOOKS AND FILES MUST BE CLEARLY MARKED "CONFIDENTIAL"</b> .
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**DO NOT PASSWORD PROTECT YOUR FILES**

**PLEASE MARK THE SHIPPING BOX TO READ "ORIGINAL PROPOSAL IS IN THIS BOX"**

## **2.0 INTRODUCTION AND GENERAL INFORMATION**

- 2.1 The School Board of Broward County, Florida (hereinafter referred to as "SBBC") desires to receive Proposals for Administration Services Only (ASO) for SBBC medical plan offerings and pharmacy carve-out options for School Board Employees as described herein.

SBBC is the sixth largest school district in the United States and covers approximately 25,600 active, full-time employees, over 800 retirees of which approximately 175 are Medicare eligible and 2,600 dependents enrolled in plans in which children only can enroll. There are approximately 31,600 total member. All full-time employees are eligible to participate including active employees, dependents, retirees, retirees' dependents, and domestic partners.

SBBC currently is self-funded for both the medical and pharmacy benefits through Aetna and offers employees multiple plan options. As of January 2017, SBBC moved to the Aetna platform with a national provider network and other benefits enhancements. As of January 2018, SBBC made several plan design changes with the Premier Plus and Premier Plans, in addition, SBBC eliminated the Consumer Driven Option and replaced this option with a High Deductible plan and a Health Savings Account. SBBC offers a Premier Plus Open Access HMO, a Premier Plan Open Access HMO and a Premier Choice High Deductible Plan Option that currently meets the Health Savings Account criteria. Each of the options run on a calendar year (Plan Year).

In addition to the above-mentioned plans, SBBC offers a Kids Basic and Kids Enhanced Plan Option that provides medical coverage for Kids Only. Each of the options run on a calendar year (Plan Year). There are approximately 2,200 children currently enrolled in the Basic Kids Plan and 400 children enrolled in the Enhanced Kids Plan. Kids Only Plan membership is approximately 3,300 as more than one child of an employee may be enrolled. SBBC Kids Plans are unique to SBBC and are fully paid for through employee contributions and include passport benefits whereby eligible children living out of the service area are offered the same benefits as in-network benefits. SBBC has offered a Group Kids Plans since 1995 that are available to individual children of SBBC employees, retirees, and domestic partners. Children are eligible for the Kids Plan, only if the employee is enrolled in one of SBBC's medical plans.

Pharmacy benefits are currently included within the existing ASO Agreement. SBBC currently does not carry specific or aggregate reinsurance coverage and is not requesting reinsurance quotes within this RFP.

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

SBBC is seeking Proposals from interested parties to offer a self-funded program that has an integrated medical and pharmacy benefits and, in addition, SBBC is also seeking proposals from pharmacy benefit companies to carve out/stand-alone pharmacy benefits. At the sole discretion of SBBC, SBBC reserves the right to contract with one or more vendors independently or contract for multiple plans from the same vendor(s). The Proposers are requested to quote on a self-funded option only for either an integrated approach and/or stand-alone approach. In order to properly evaluate the financial impact of these options, this RFP requests the cost and utilization data necessary to properly model and forecast the programs being proposed. Proposers who do not provide the requested information may be negatively impacted during the evaluation process.

SBBC will contract directly with insurance companies, pharmacy benefit managers and health maintenance organization providers. SBBC will not contract with independent agents or independent third parties acting as agent or broker. All Proposers must comply with all applicable Florida Statutes. The contracted vendor(s) will be responsible for billing all self-pay enrolled members such as retirees, COBRA. The Awardee(s) will also be responsible for administering the HSA plan

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

to which the Board contributes \$500 per year. In addition, the Awardee(s) must be able to electronically interface with Sapphire who administers a transparency tool allowing employees to compare prices for high-tech imaging services, high-cost and/frequent procedures such as joint replacements, other services such as diagnostic imaging (x-rays) and several specialty drugs.

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

- Carving out pharmacy benefits and/or specialty pharmacy
- Carving out advanced imaging services
- Carving out behavioral health
- Carving out wellness and disease management programs
- Developing creative programs in conjunction with the Awardee, SBBC and local hospital systems including possible direct contracting/shared savings
- Using high performance networks in conjunctions with the Awardee, SBBC and the local hospital systems or Proposers existing high performance networks
- Using Accountable Care Organizations (ACO's) or similar models/programs
- Redesign of benefit plans, contributions models, etc.
- Other creative cost savings programs

For 2020, SBBC contributes the employee-only amount towards the Premier, Premier Plus, and Premier Choice High Deductible plans' medical premium equivalents. The contribution strategy 2021 has not been determined. SBBC, at its sole option, can change/modify the current contributions strategy and distribution among the tiers. Employees pay premium equivalent rates that exceed the flat dollar amount. SBBC remits its portion over a 12-month period. Any amounts above SBBC's portion are remitted based on the employee's work calendar (i.e., 18, 20 or 24 payroll deductions) on a self-bill basis.

SBBC permits employees to opt-out of the self-funded medical program and provides \$750 annually. Currently, there are approximately 1,500 employees that opt out of the SBBC medical coverage. SBBC, at its sole option, can change/modify the current opt out funding.

The School Board of Broward County, Florida, Supplier Diversity Outreach Program, works to increase the participation of Small, Minority, and Women Business Enterprises (S/M/WBE). It is the intent of the Supplier Diversity Outreach Program to have a diverse group, as well as an equitable distribution of S/M/WBE's participating on any award of this Proposal. To be considered for the greatest amount of evaluation points for S/M/WBE participation, the Proposer must provide significant information on the specific certified S/M/WBE vendor(s) that will be used on any contract award for services described in this RFP. The Proposer should include the specific elements of work each S/M/WBE vendor(s) will be responsible for performing, the dollar value of the work, and the percentage of the total contract value. For a list of certified S/M/WBE's, refer to <https://www.browardschools.com/Page/46981>.

Gallagher Benefit Services, Inc. will be providing consultant services to SBBC in relation to this RFP (Reference General Condition 7.41).

- 2.2 **Non-Mandatory Proposers' Conference:** A Proposers' Conference will be held on **January 17, 2020, in the TSSC Annex (former bank lobby), 7770 West Oakland Park Boulevard, Sunrise, Florida 33351-6704 beginning at 9:00 am.** Representatives from all interested companies are encouraged to attend.

The purpose of the Proposers' Conference is to allow prospective Proposers to bring forth questions they may have, to allow prospective Proposers to be aware of questions other Proposers may have, and to stimulate discussions that will generate questions in an effort to assist prospective Proposers in preparing the best and most comprehensive proposal for submission to SBBC. All questions must be submitted in writing to the Purchasing Agent stated in this RFP. Questions submitted will be answered to all Proposers via Addenda. All questions shall be submitted in accordance with Section 2.3, Questions and

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

Interpretations. Any verbal information given by any party at the Proposers' Conference shall not be binding on SBBC. Only the information provided in the RFP or via Addenda shall be considered by Proposers.

In addition, a representative from the SBBC Supplier Diversity & Outreach Program may be present to address questions regarding S/M/WBE participation.

- 2.3 **Questions and Interpretations:** Any questions concerning any portion of this RFP must be submitted, in writing, to **Charles V. High, C.P.M., A.P.P., MBA Procurement & Warehousing Services, 754-321-0527** at the address listed in Section 6.1 or via facsimile 754-321-0533 or via e-mail [charles.high@browardschools.com](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 January 22, 2020**. 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.

- 2.4 **Contract Term:** The purpose of this RFP is to establish a contract **beginning January 1, 2021, and continuing through December 31, 2023**. 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) months. Procurement & Warehousing Services, will, if considering renewing, request a letter of intent to renew from each Awardee, prior to the end of the current contract period. The Awardee will be notified when the recommendation has been acted upon by the School Board. All prices shall be firm for the initial 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 initial term of the contract in accordance with the Scope of Services Section 4.7. and Attachments A, D and E. 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**

<b>December 17, 2019</b>	Release of RFP FY21-016
<b>January 17, 2020</b>	Non-Mandatory Proposer's Conference (Refer to Section 2.2 in the RFP)
<b>January 22, 2020</b>	Written questions due on or before 5:00 p.m. ET in Procurement & Warehousing Services
<b>February 26, 2020</b>	*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*
<b>April 15, 2020</b>	*Evaluation Committee reviews Proposals and makes Recommendation for an award. Meeting to be held at 9:00 a.m.: TSSC Annex 7770 West Oakland Park Blvd. Sunrise, Florida 33351
<b>April 20, 2020</b>	Posting of Recommendation

\*These are public meetings. The School Board of Broward County, Florida, prohibits any policy or procedure which results in discrimination on the basis of age, color, disability, gender 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 of EEO/ADA Compliance at 754-321-2150 or Teletype Machine (TTY) 754-321-2158.

Individuals with disabilities requesting accommodations under the Americans with Disabilities Act (ADA) may call EEO/ADA Compliance 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 the 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.

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

- 4.1.5 **Notice Provision:** Should your firm become an Awardee under this RFP, please specify the name and address of the person(s) to whom any notices should be sent under SBBC's contract with the Awardee:

Name / Title / Address and **email address** of Awardee's Representative for Notices:

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With a Copy To: (Name/Title and Address)

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- 4.2 **Minimum Eligibility** In order to be considered for an award and to be further evaluated, Proposer must meet or exceed the following criteria as of the opening date of the Proposal. The Proposer is responsible for providing the following information in its response.

***If you are proposing a Medical and Pharmacy integrated model:***

- 4.2.1 Proposer must agree to the language in Section 7.1, Liability.
- 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, the 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.
- 4.2.4 Three (3) years of **independent audited** financial statements **must** be provided if Proposer is an insurance carrier and cannot comply with 4.2.3 or if Proposer is not an insurance carrier.
- 4.2.5 Proposer must share in the cost of providing the following SBBC staff and services on an annual basis that include an onsite EAP Administrator, Wellness Manager/Coach, Wellness Coordinator, a targeted onsite health and wellness program and other wellness initiatives. The total cost of \$1,500,000 will be billed to the Awardee(s) on an equal basis the first year and billed to each Awardee their portion on a quarterly basis. Thereafter, it will be prorated between the Awardee(s) based on employee participation as determined by the enrollees on the last month of the preceding contract year thereafter that this contract is in effect and billed to each Awardee their portion on a quarterly basis.
- 4.2.6 Proposers must provide onsite staffing, from the Awardee(s) to be located at SBBC for member services (nine hours per day, five days per week) including computer terminals to be installed at SBBC's Benefits Department for medical claims, data inquiries, and verification of employee eligibility to support the members enrolled in your plan, at no additional cost to SBBC. . Awardee(s) must maintain at least four (4) full-time onsite employees, at all times, at SBBC Benefits Department.



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

- 4.2.7 Proposer must provide SBBC with a dedicated Wellness Coordinator funded by Proposer. The location of the Wellness Coordinator to be determined by SBBC.
- 4.2.8 Proposer must agree to the language in Section 6.4, Insurance Requirements.
- 4.2.9 Proposer must execute and submit, with their submitted Proposal, **Attachment N, Certification of Debarment, Suspension, Ineligibility, and Voluntary Exclusion Lower Tier Transactions.**
- 4.2.10 Complete and return, with your Proposal, **Attachment M – Disclosure of Potential Conflict of Interest and Conflicting Employment or Contractual Relationship** of the RFP.

### ***If you are proposing a Stand-Alone Pharmacy model:***

**Minimum Eligibility** In order to be considered for an 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.

- 4.2.11 Proposer must agree to the language in Section 7.1, Liability.
- 4.2.12 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.
- 4.2.13 If Proposer is an insurance carrier, the 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.
- 4.2.14 Three (3) years of **independent audited** financial statements **must** be provided if Proposer is an insurance carrier and cannot comply with 4.2.3 or if Proposer is not an insurance carrier.
- 4.2.15 Proposer must share in the cost of providing the following SBBC staff and services on an annual basis that include an onsite EAP Administrator, Wellness Manager/Coach, Wellness Coordinator, a targeted onsite health and wellness program, and biometric screenings. The total cost of \$1,500,000 will be billed to the Awardee(s) on an equal basis the first year and billed to each Awardee there portion on a quarterly basis. Thereafter, it will be prorated between the Awardee(s) based on employee participation as determined by the enrollees on the last month of the preceding contract year thereafter that this contract is in effect and billed to each Awardee there portion on a quarterly basis.
- 4.2.16 Proposers must provide onsite staffing, from the Awardee(s) to be located at SBBC for member services (nine hours per day, five days per week) including computer terminals to be installed at SBBC's Benefits Department for medical claims, data inquiries, and verification of employee eligibility to support the members enrolled in your plan, at no additional cost to SBBC. Awardee(s) must maintain at least four (4) full-time onsite employees, at all times, at SBBC Benefits Department.
- 4.2.17 Proposer must provide SBBC with a dedicated Wellness Coordinator funded by Proposer. The location of the Wellness Coordinator to be determined by SBBC.
- 4.2.18 Proposer must agree to the language in Section 6.4, Insurance Requirements.

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

4.2.19 Proposer must execute and submit, with their submitted Proposal, **Attachment N, Certification of Debarment, Suspension, Ineligibility, and Voluntary Exclusion Lower Tier Transactions**.

4.2.20 Complete and return, with your Proposal, **Attachment M – Disclosure of Potential Conflict of Interest and Conflicting Employment or Contractual Relationship** of the RFP.

### **4.3 Experience and Qualifications of the Proposer:**

4.3.1 State under what other or former name(s) the Proposer is currently operating under or has operated under.

4.3.2 State whether Proposer's firm(s) is local (Broward, Miami-Dade, or Palm Beach Counties), regional or national.

4.3.3 Give the location of the office from which service is to be performed and the number of partners, managers, supervisors, senior managers and other professional staff employed at that office and the name of each individual in charge.

4.3.4 Provide a statement of any litigation or regulatory action that has been filed or is pending against your firm(s) in the last three years. If an action has been filed, state and describe the litigation or regulatory action filed, and identify the court or agency before which the action was instituted, the applicable case or file number, and the status or disposition for such reported action. If no litigation or regulatory action has been filed against your firm(s), provide a statement to that effect. For joint venture or team Proposers, submit the requested information for each member of the joint venture or team.

4.4 **Addenda:** Proposer has determined that it has received all Addenda released prior to its Proposal submittal. It is the Proposer's responsibility to make sure it has received all Addenda.

4.5 **Questionnaires:** Proposer shall complete the questionnaires contained in **Attachment A** of this RFP. The Questionnaire is being provided in an electronic format through DemandStar. Failure to respond may result in a reduction of points in the evaluation process or your Proposal being determined as non-responsive.

4.6 **Plan Designs:** Complete the Plan Designs contained in **Attachment D** of this RFP. The Plan Design is being provided in an electronic format through DemandStar. Failure to respond may result in a reduction of points in the evaluation process or your Proposal being determined as non-responsive.

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

### ***If you are proposing a Medical and Pharmacy integrated model:***

<b>Services Requested</b>	<b>Yes, Will Comply</b>	<b>Yes, Will Comply, but with Deviations</b>	<b>No, Will Not Comply</b>
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.			

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

**If you are proposing a Medical and Pharmacy integrated model:**

<b>Services Requested</b>	<b>Yes, Will Comply</b>	<b>Yes, Will Comply, but with Deviations</b>	<b>No, Will Not Comply</b>
4.7.2 Accept SBBC's self-billing statement. The process is as follows: On the summary page of the report, total employee fees will be reflected as well as the number of employees by plan in each level of coverage (i.e., employee only, employee + 1 or family). Refunds will be made provided written termination is received from SBBC no later than sixty (60) days after the effective date of the change.			
4.7.3 Provide direct billing and FRS coordination for retirees, retiree dependents, overage dependents, Retirement Incentive Programs (RIP/RAP) and COBRA to SBBC. Remit all collected monies to SBBC with supporting documents on a monthly basis.			
4.7.4 Provide full COBRA and HIPAA administration services.			
4.7.5 If Awarded to more than one Awardee and the administration services provided by the separate Awardee is terminated, cancelled, or discontinued during the term of the contract; then, at the sole discretion and option of SBBC, the remaining Awardee(s) shall cover and accept any and all SBBC employees and their dependents at the ASO fees set forth in the Agreement.			
4.7.6 Use SBBC Enrollment Form throughout the year (for new hires), as needed (See <b>Attachment J</b> ). The printing cost of this form will be pro-rated between the Awardee(s) based on enrollment. In past the total cost for this form has been \$500.			
4.7.7 If selected as an Awardee, you will need to participate in open enrollment, health fairs, and share in the cost of the materials and supplies for open enrollment. The cost of the materials and supplies will be pro-rated between the Awardee(s) based on enrollment. For the 2020 open enrollment period, there were 20 meetings. The total cost for 2020 open enrollment materials were \$16,667 for all carriers (i.e. medical, dental, vision, etc.).			

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

**If you are proposing a Medical and Pharmacy integrated model:**

<b>Services Requested</b>	<b>Yes, Will Comply</b>	<b>Yes, Will Comply, but with Deviations</b>	<b>No, Will Not Comply</b>
4.7.8 Provide a dedicated Account Manager who will have the overall responsibility for managing SBBC's relationship.			
4.7.9 Provide qualified personnel to attend (in person) and participate in meetings as needed.			
4.7.10 Provide dedicated personnel for overall Account Management and Customer Service to SBBC staff. Response times to SBBC staff of one business day or less.			
4.7.11 Provide dedicated personnel for billing and reconciliation at a minimum of one time monthly for onsite and reporting meetings.			
4.7.12 During the first year of the contract you will perform a full dependent Eligibility Audit at no cost to SBBC, including the verification of all existing dependents' eligibility (requesting and verifying all documentation from each dependent), request documentation and verification of data for all change in status requests, and request documentation and verification of all new hires throughout the year.			
4.7.13 If selected as an Awardee, you will need to work with SBBC to ensure Awardee can utilize SBBC data transfer specification.			
4.7.14 Formulary Changes - Quarterly (bi-annually) provide SBBC with at least a 60-day written notice prior to January 1 <sup>st</sup> of any proposed changes for upcoming Plan Year, (except in cases where the drug is removed from the Food and Drug Administration approved listing). Including a financial impact and member impact of such changes for SBBC to review. Said 60-day notice is to commence when received in SBBC's Benefits Department. The Awardee(s) shall also notify each contracted physician and member of changes as well as provide this information in the Awardee's quarterly newsletter to members. SBBC reserves the right to grandfather such proposed formulary changes.			

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

**If you are proposing a Medical and Pharmacy integrated model:**

<b>Services Requested</b>	<b>Yes, Will Comply</b>	<b>Yes, Will Comply, but with Deviations</b>	<b>No, Will Not Comply</b>
4.7.15 If selected as an Awardee, you will be required to provide access to an electronic provider directory file and an online provider directory.			
4.7.16 The Benefits Department shall review and <u>approve</u> all communication materials, open enrollment and marketing materials for distribution prior to the employee's. If any, postage costs are to be paid by the Awardee(s).			
4.7.17 I.D. cards will be mailed annually directly to the employee's home, with the postage costs to be paid by the Awardee(s). I.D. card information includes: SBBC logo; Subscriber Name; PCP, Specialist, RX Copays, Hospital Copays and dependents names. If SBBC elects to carve out the pharmacy program to a stand-alone pharmacy benefit manager, SBBC would like to continue to have one ID card that contains the Medical and Rx data. Provide a sample of your ID card. The format and any additions or changes to I.D. cards shall be approved by the Benefits Department.			
4.7.18 The Benefits Department shall review and <u>approve</u> all communication materials, open enrollment and marketing materials to employees prior to distribution. If any, postage costs are to be paid by the Awardee(s).			
4.7.19 I.D. cards will be mailed annually directly to the employee's home, with the postage costs to be paid by the Awardee(s). I.D. card information includes: SBBC logo; Subscriber Name; PCP, Specialist, RX Copays, Hospital Copays and dependents names. If SBBC elects to carve out the pharmacy program to a stand-alone pharmacy benefit manager, SBBC would like to continue to have one ID card that contains the Medical and Rx data. Provide a sample of your ID card. The format and any additions or changes to I.D. cards shall be approved by the Benefits Department.			

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

**If you are proposing a Medical and Pharmacy integrated model:**

<b>Services Requested</b>	<b>Yes, Will Comply</b>	<b>Yes, Will Comply, but with Deviations</b>	<b>No, Will Not Comply</b>
4.7.20 Member handbooks and Summary Plan Document are to be mailed, in a timely manner, as requested by employee directly to the employee's home, with postage costs to be paid by the Awardee(s). In addition, Awardee(s) should supply several hard copies and electronic copies of the Summary Plan Document to be placed on SBBC's website.			
4.7.21 Awardee(s) will provide temporary ID cards through Awardee(s) website.			
4.7.22 You are required to maintain compliance with applicable Federal guidelines for ADEA, Medicare, HIPAA, PPACA, and COBRA, as well as all Florida-mandated benefits.			
4.7.23 Variations in actual enrollment shall have no effect on your rate quotation. Your Proposal shall be valid regardless of the final enrollment mix, number of Awardee(s), number of plan designs or outcome.			
4.7.24 No currently covered members will lose coverage as a result of a change in vendor.			
4.7.25 Awardee(s) agree to accept the terms contained in SBBC's Agreement as outlined in <b>Attachment Q</b> and submit any additional documents that require signature at the time of Award. Describe any and all deviations in detail.			
4.7.26 Awardee(s) agree to accept the terms contained in SBBC's HIPAA Business Associate Agreement as outlined in <b>Attachment R</b> . Describe any and all deviations in detail.			
4.7.27 Awardee(s) agree to provide an extension of 180 days beyond the expiration date of the renewal period at the same rates/fees as the previous 12-month period. As outlined in Section 2.3 of the RFP.			

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

**If you are proposing a Medical and Pharmacy integrated model:**

<b>Services Requested</b>	<b>Yes, Will Comply</b>	<b>Yes, Will Comply, but with Deviations</b>	<b>No, Will Not Comply</b>
4.7.28 Provide SBBC with a minimum of 60 days' notice for any voluntary or non-voluntary hospital terminations, provider terminations and/or ancillary terminations including the number of members affected.			
4.7.29 Awardee(s) will develop and provide the Summary of Benefits and Coverage for each plan annually.			
4.7.30 There will be no balance billing to any SBBC member above and beyond the contracted fees.			
4.7.31 The Awardee(s) shall agree that if a grievance or appeal is denied by said Awardee(s), the employee will be permitted to meet with the Awardee(s) in person.			
4.7.32 Awardee(s) must have systems that support timely resolution of member complaints.			
4.7.33 Provide an electronic quarterly data dump of all claims data and eligibility data to SBBC designated Consultant, Actuary or other vendor hired by SBBC at no cost to SBBC.			
4.7.34 SBBC or their representatives will be given access to review claim payments for timely payment and correctness including a data feed of all claims as requested.			
4.7.35 Awardee(s) will continue to provide services beyond the Agreement termination date, to include but not limited to: Claims adjudication for services incurred prior to the termination date, Transition of Care, Audits, Grievances, Medicare Part D, Reporting, Customer Service, Reconciliations and Other Services necessary to facilitate transition.			



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

**If you are proposing a Medical and Pharmacy integrated model:**

<b>Services Requested</b>	<b>Yes, Will Comply</b>	<b>Yes, Will Comply, but with Deviations</b>	<b>No, Will Not Comply</b>
4.7.36 Work cooperatively with SBBC, as requested, in providing complete accurate claims, eligibility data, or other requested data: 1. For an annual audit by a Third Party firm hired by SBBC; and 2. With carve-out Awardee(s); and 3. For regulatory filings (such as the State of Florida 112.08 and GASB 45); and 4. For Medicare Part D attestation by SBBC's Actuary; and 5. For the Retiree Drug Subsidy submission to CMS on a monthly basis; and 6. For any governmental request for data or audit (e.g., Medicare, Medicaid); and 7. Dependent Eligibility Verification; and Collection of dependent SSN data as needed for CMS. 8. With transparency tool vendor, Sapphire.			
4.7.37 The Awardee(s) shall agree to provide approval for a 60-day supply of prescription medication, as allowable under federal laws to those members leaving the service area for an extended time period, which shall be defined as a period exceeding 30 days. This approval shall be given in a manner sufficient to ensure the employee's ability to obtain said 60-day supply of medication before he or she leaves the service area.			
4.7.38 The Awardee(s) shall agree to supply SBBC with standardized reports, upon request, for both industry data and based on SBBC specific membership. These reports will include, but will not be limited to member-specific information, member enrollment information and/or utilization reports on a monthly basis.			
4.7.39 Accept full delegation of fiduciary responsibility including, but not limited to, all levels of appeals and external appeals.			

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

**If you are proposing a Medical and Pharmacy integrated model:**

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

**See the Stand-Alone Pharmacy Model on the next page**

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

***If you are proposing a Stand-Alone Pharmacy model only:***

<b>Services Requested</b>	<b>Yes, Will Comply</b>	<b>Yes, Will Comply, but with Deviations</b>	<b>No, Will Not Comply</b>
4.7.45 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.			
4.7.46 Accept SBBC's self-billing statement. The process is as follows: On the summary page of the report, total employee fees will be reflected as well as the number of employees by plan in each level of coverage (i.e., employee only, employee + 1 or family). Refunds will be made provided written termination is received from SBBC no later than sixty (60) days after the effective date of the change.			
4.7.47 Use SBBC Enrollment Form throughout the year (for new hires), as needed (See <b>Attachment J</b> ). The printing cost of this form will be pro-rated between the Awardee(s) based on enrollment. In past the total cost for this form has been \$500.			
4.7.48 Provide a dedicated Account Manager who will have the overall responsibility for managing SBBC's relationship.			
4.7.49 Provide qualified personnel to attend (in person) and participate in meetings as needed.			
4.7.50 Provide dedicated personnel for overall Account Management and Customer Service to SBBC staff. Response times to SBBC staff of one business day or less.			
4.7.51 Provide dedicated personnel for billing and reconciliation at a minimum of one time monthly for onsite and reporting meetings.			

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

**If you are proposing a Stand-Alone Pharmacy model only:**

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

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

***If you are proposing a Stand-Alone Pharmacy model only:***

<b>Services Requested</b>	<b>Yes, Will Comply</b>	<b>Yes, Will Comply, but with Deviations</b>	<b>No, Will Not Comply</b>
4.7.56 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).			
4.7.57 I.D. cards will be mailed annually directly to the employee's home, with the postage costs to be paid by the Awardee(s). I.D. card information includes: SBBC logo; Subscriber Name; PCP, Specialist, RX Copays, Hospital Copays and dependents names. If SBBC elects to carve out the pharmacy program to a stand-alone pharmacy benefit manager, SBBC would like to continue to have one ID card that contains the Medical and Rx data. Provide a sample of your ID card. The format and any additions or changes to I.D. cards shall be approved by the Benefits Department.			
4.7.58 Member handbooks and Summary Plan Document are to be mailed, in a timely manner, as requested by employee directly to the employee's home, with postage costs to be paid by the Awardee(s). In addition, Awardee(s) should supply several hard copies and electronic copies of the Summary Plan Document to be placed on SBBC's website.			
4.7.59 Awardee(s) will provide temporary ID cards through Awardee(s) website.			
4.7.60 You are required to maintain compliance with applicable Federal guidelines for ADEA, Medicare, HIPAA, PPACA, and COBRA, as well as all Florida-mandated benefits.			

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

***If you are proposing a Stand-Alone Pharmacy model only:***

<b>Services Requested</b>	<b>Yes, Will Comply</b>	<b>Yes, Will Comply, but with Deviations</b>	<b>No, Will Not Comply</b>
4.7.61 Variations in actual enrollment shall have no effect on your rate quotation. Your Proposal shall be valid regardless of the final enrollment mix, number of Awardee(s), number of plan designs or outcome.			
4.7.62 No currently covered members will lose coverage as a result of a change in vendor.			
4.7.63 Awardee(s) agree to accept the terms contained in SBBC's Agreement as outlined in <b>Attachment Q</b> and submit any additional documents that require signature at the time of Award. Describe any and all deviations in detail.			
4.7.64 Awardee(s) agree to accept the terms contained in SBBC's HIPAA Business Associate Agreement as outlined in <b>Attachment R</b> . Describe any and all deviations in detail.			
4.7.65 Awardee(s) agree to provide an extension of 180 days beyond the expiration date of the renewal period at the same rates/fees as the previous 12-month period. As outlined in Section 2.3 of the RFP.			
4.7.66 Provide SBBC with a minimum of 60 days' notice for any voluntary or non-voluntary facilities, major chains and/or local pharmacy terminations including the number of members affected.			
4.7.67 Awardee(s) will develop and provide the Summary of Benefits and Coverage for each plan annually.			
4.7.68 There will be no balance billing to any SBBC member above and beyond the contracted fees.			
4.7.69 The Awardee(s) shall agree that if a grievance or appeal is denied by said Awardee(s), the employee will be permitted to meet with the Awardee(s) in person.			

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

***If you are proposing a Stand-Alone Pharmacy model only:***

<b>Services Requested</b>	<b>Yes, Will Comply</b>	<b>Yes, Will Comply, but with Deviations</b>	<b>No, Will Not Comply</b>
4.7.70 Awardee(s) must have systems that support timely resolution of member complaints.			
4.7.71 Provide an electronic quarterly data dump of all claims data and eligibility data to SBBC designated Consultant, Actuary or other vendor hired by SBBC at no cost to SBBC.			
4.7.72 SBBC or their representatives will be given access to review claim payments for timely payment and correctness including a data feed of all claims as requested.			
4.7.73 Awardee(s) will continue to provide services beyond the Agreement termination date, to include but not limited to: Claims adjudication for services incurred prior to the termination date, Transition of Care, Audits, Grievances, Medicare Part D, Reporting, Customer Service, Reconciliations and Other Services necessary to facilitate transition.			
4.7.74 Work cooperatively with SBBC, as requested, in providing complete accurate claims, eligibility data or other data requested: <ol style="list-style-type: none"><li>1. For an annual audit by a Third Party firm hired by SBBC; and</li><li>2. With carve-out Awardee(s); and</li><li>3. For regulatory filings (such as the State of Florida 112.08 and GASB 45); and</li><li>4. For Medicare Part D attestation by SBBC's Actuary; and</li><li>5. For the Retiree Drug Subsidy submission to CMS on a monthly basis; and</li><li>6. For any governmental request for data or audit (e.g., Medicare, Medicaid); and</li><li>7. Dependent Eligibility Verification; and Collection of dependent SSN data as needed for CMS.</li><li>8. With transparency tool vendor, Sapphire.</li></ol>			

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

***If you are proposing a Stand-Alone Pharmacy model only:***

<b>Services Requested</b>	<b>Yes, Will Comply</b>	<b>Yes, Will Comply, but with Deviations</b>	<b>No, Will Not Comply</b>
4.7.75 Accept full delegation of fiduciary responsibility including, but not limited to, all levels of appeals and external appeals?			
4.7.76 Facilitate appeals, including compliance with PPACA's external review process and use of Independent Review.			
4.7.77 Awardee(s) will facilitate, collect, administer and provide necessary reporting for all HealthCare Reform fees at no cost SBBC.			
4.7.78 All documents that will require signature by SBBC or its representative upon award must be included with your proposal in signature ready format. Any such documents that are not included with your proposal will not be executed. Proposer must complete Section 1.0 Proposer Data Submittal Checklist.			
4.7.79 Confirm that the Awardee will provide a copy of the maximum allowable Cost (MAC) list, with unit prices, that will be used for SBBC. Any changes to the MAC list are to be submitted to SBBC on a no less than quarterly basis.			
4.7.80 Confirm that the Awardee will provide all financial and utilization reports, including monthly, quarterly, and annual summaries of activity, within 15 days following the end of the reporting period.			
4.7.81 Confirm that the Awardee will provide paid claims and exposure (lag) reports within 15 days following the end of each month. Confirm that the Awardee will provide all financial and utilization reports, including monthly, quarterly, and annual summaries of activity, within 15 days following the end of the reporting period.			



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

**If you are proposing a Stand-Alone Pharmacy model only:**

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

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

- 4.8. Describe any additional services that Proposer is able to provide in 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 and Guarantees:** Complete the Performance Standards/Guarantees contained in **Attachment S** 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(s).
- 4.11. **Cost of Services:** Complete the applicable **Attachment E**, Financial Response Form for each plan/program offered. The Financial Response Form 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.
- 4.12. **Supplier Diversity Outreach Program (SDOP):** The SBBC has implemented a Supplier Diversity Outreach Program (SDOP) as part of the SBBC's competitive solicitation and contracting activity in accordance with School Board Policy 3330, Supplier Diversity Outreach Program and Guidelines. S/M/WBE is defined as an enterprise whose annual revenues and number of employees shall be no greater than fifty percent (50%) of the small business size standards for its industry(ies) as established by the U.S. Small Business Administration and meets significant business presence requirements as defined in Policy 3330. **SBBC Diversity Policy 1.5 & Supplier Diversity Outreach Policy 3330 can be seen at website URL: [broward.k12.fl.us/sbbcpolicies](http://broward.k12.fl.us/sbbcpolicies).**

### **Nondiscrimination:**

Each Bidder hereby certifies and agrees that the following information is correct: In preparing its response to this project, the Bidder has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in "discrimination" as defined in School Board Policy 3330 – Supplier Diversity Outreach Program, Section D.1.; to wit: discrimination in the solicitation, selection, or commercial treatment of any subcontractor, vendor, supplier, or commercial customer on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation or on the basis of disability or other unlawful forms of discrimination. Without limiting the foregoing, "discrimination" also includes retaliating against any person or other entity for reporting any incident of "discrimination." Without limiting any other provision of the solicitation for responses on this project, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for SBBC to reject the response submitted by the Bidder on this project, and terminate any contract awarded based on the response. As a condition of submitting a response to SBBC, the Bidder agrees to comply with SBBC's Commercial Nondiscrimination Policy as described under its School Board Policy 3330 – Supplier Diversity Outreach Program, Section D.1.

### **INDUSTRY-SPECIFIC REMEDIAL AFFIRMATIVE PROCUREMENT INITIATIVES**

The Goal Setting Committee (GSC) has considered the following in the course of reaching a determination regarding which, M/WBE industry-specific remedial programs shall be applied to this solicitation and resulting contract:

**The Affirmative Procurement Initiative (API) implemented in this solicitation is the SBE Subcontracting Goals Program In accordance with SBBC Policy No. 3330, Section E.3.e.** All SBBC Certified S/M/WBEs are considered SBEs.

"Under this Program element, the GSC may, at its discretion, and on a contract-by-contract basis, require that a predetermined percentage of a specific contract, be subcontracted to eligible SBEs. Factors to be considered by the GSC in making this determination shall include the relative availability of SBE firms to perform commercially useful functions on the specific contract".

**Proposers committing to subcontracting five percent (5%) or more of the total contract value to a SBBC Certified SBE firm(s) at the time of submission will be awarded fifteen (15) points.** (Ancillary services performed by an SBBC Certified SBE will be counted towards the five percent (5%) SBE Subcontracting Goal.) The proposer shall identify each SBBC-Certified SBE firm, that will be utilized by completing the Form 00470 Statement of Intent to Perform as an SBE Subcontractor and Form 00475 Subcontractor Participation Schedule (see Attachment A). **NOTE:** SBE Proposers who are self-performing must identify themselves by completing the Form 00470 and 00475. The Statement of Intent submitted with the proposal reflects the intent to self-perform. Additionally, it will detail the scope of work and percentage/dollar amount to perform.

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

### 4.12 **Supplier Diversity Outreach Program (SDOP) (Continued)**

Failure of a proposer to commit and submit as required in the solicitation to satisfying the SBE subcontracting goal, shall render its response non-responsive to the S/MWBE requirements. Please go to the following link to view the current list of SBBC-Certified firms: [browardschools.com/Page/46981](http://browardschools.com/Page/46981).

#### **Penalties and Sanctions**

In the absence of a waiver granted by the SDOP or the self-performance of a portion or all of the SBE subcontracting goal by a certified SBE proposer, the failure of a proposer to attain a subcontracting goal for SBE participation in the performance of its contract or otherwise comply with the provisions of this API shall be considered a material breach of contract, grounds for termination of that contract with the SBBC, and shall be subject to any penalties and sanctions available under the terms of the SDOP policy, its contract terms with the SBBC, or by law pursuant to the penalties and sanctions set forth in Section 13 of the Standard Operating Procedures for this Policy.

#### **Suspension**

The temporary stoppage of a SBE firm's beneficial participation in the District's SDOP for a finite period of time due to cumulative contract payments the SBE firm received during a fiscal year that exceed a certain dollar threshold as set forth in Section (7) of the Standard Operating Procedures for this Policy or pursuant to the penalties and sanctions set forth in Section 13 of the Standard Operating Procedures for this Policy.

<b>SBE INFORMATION:</b> Proposals will be evaluated based on the evaluation criterion		<b>Maximum Points</b>
4.12.1	<p><b>Proposers committing to subcontracting five percent (5%) or more of the total contract value to a SBBC Certified SBE firm(s) at the time of submission will be awarded fifteen (15) points. (Ancillary services performed by an SBBC Certified SBE will be counted towards the five percent (5%) SBE Subcontracting Goal.)</b></p> <p>The proposer shall identify each SBBC-Certified SBE firm, that will be utilized by completing the <i>Form 00470</i> - Statement of Intent to Perform as a SBE Subcontractor - and <i>Form 00475</i> - Subcontractor Participation Schedule - (see <b>Attachment L</b>). The Statement of Intent submitted with the proposal reflects the intent of the parties, both prime and subcontractor, to establish a business relationship. Additionally, it will detail the type of work and percentage/dollar amount of work that the subcontractor will perform.</p> <p><u>If the Proposer is SBE-Certified by SBBC, The Proposer must identify itself as an SBBC-Certified SBE firm, by completing the <i>Form 00470</i> (see <b>Attachment L</b>). The Statement of Intent submitted with the proposal reflects the intent to self-perform. Additionally, it will detail the scope of work and percentage/dollar amount to perform.</u></p> <p>Indicate the extent and nature of the firm's work with specificity, as it relates to the services as described in this RFP.</p> <p>Provide proof, in writing, that the SBE proposer is certified by The School Board of Broward County (SBBC), Florida. Any participation by firms not certified with SBBC at the time the proposal is due will not count towards the points for this solicitation. <b>If you are not a SBBC Certified M/WBE Proposer state N/A on the form and return it with your Proposal.</b></p>	<b>15</b>
	<b>MAXIMUM POINTS TO BE AWARDED</b>	<b>15</b>
	<p>*If awarded, the Awardee will be required to submit <i>Form 00485</i> - Small Minority or Women Business Enterprise (SBE) Monthly Utilization Report (Utilization Report) (see <b>Attachment L</b>) to the Supplier Diversity Outreach Program Office which will track payments made. The timing of the Utilization Report shall coincide with invoice submission.</p> <p><b><u>State your willingness to comply with this requirement.</u></b></p>	<p>Yes_____</p> <p>No_____</p>

## **5.0 EVALUATION OF PROPOSALS**

- 5.1 The Evaluation 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>CATEGORY</b>	<b>MAXIMUM POINTS</b>
A. Experience and Qualifications	35
B. Scope of Services	35
C. Cost of Services	20
D. Supplier Diversity & Outreach Program	15
<b>TOTAL</b>	<b>100</b>

*SBBC Shall award a total of 15 Evaluation preference points to SBBC Certified SBEs (All Certified SMWBEs are considered SBEs)*

<b>15-Point Table for S/M/WBE Participation</b>	
5%	15 Points

**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 The Committee reserves the right to ask questions of a clarifying nature once Proposals have been opened, require presentations from all Proposers, interview any or all Proposers that respond to the RFP, or make their recommendations based solely on the information contained in the Proposals submitted. Presentations, if required, will be part of the evaluation process.
- 5.3 **Committee Recommendations:** The Committee has the discretion to recommend the rejection of any or all of the submitted proposals. The Committee also has the discretion to commence negotiations with ranked responsive proposers. During any such negotiations, the Committee reserves the right to negotiate any term, condition, specification, or price (other than those found or specified in Section 4.2 and Section 7.1 of this RFP) during an exempt negotiation session with any ranked responsive proposer. Each ranked responsible proposer must be represented during its exempt negotiations session by an authorized representative possessing the authority to bind the proposer. This authorized representative must be prepared during negotiations to present SBBC with the ranked responsive proposer's best and final offer under the RFP. The Committee will recess the open public portion of the evaluation meeting and conduct the exempt negotiations session of the competitive selection process beginning with the highest-ranked responsive proposer as determined under Section 5.1 of this RFP. In accordance with Section 286.0113(2), Florida Statutes, any negotiations session will be conducted to the exclusion of the other ranked responsive proposers. The Committee may choose to conduct one or more exempt negotiations sessions with as many ranked responsive proposers as it, in its sole judgment, deems appropriate prior to making its recommendation for award to the Superintendent. A complete recording shall be made of each exempt negotiation session conducted by the Committee. Any information communicated between the Committee and a ranked responsive proposer during an exempt negotiations session shall not be disclosed to anyone including other ranked responsive proposers until disclosure is permitted pursuant to Section 286.0113(2), Florida Statutes.

## **5.0 EVALUATION OF PROPOSALS**

### **5.3 Committee Recommendations (Continued)**

After concluding an exempt negotiations session with a ranked responsive proposer, the Committee shall reconvene the open public portion of the evaluation meeting and determine, by motion and a roll call vote, whether to recommend an award to one or more ranked responsive proposers; to declare an impasse with a ranked responsive proposer; or to proceed with further negotiations with one or more of the next highest-ranked responsive proposers. The Committee's recommendation(s) will be forwarded to the Superintendent for his/her consideration. The Superintendent may choose to post the Committee's recommendation(s) as the school district's intended action in accordance with Section 120.57(3), Florida Statutes, or may choose to return the recommendation(s) to the Committee for further action consistent with the RFP. If the negotiation is not successful, the Committee reserves the right not to award a ranked proposer if it is in the best interest of SBBC.

- 5.4 **Award:** The number of firms to be recommended for an award is solely at the discretion of the Committee. 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 SBBC's Sample Agreement attached hereto as **Attachment Q**) 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 a specified volume of service or minimum dollar revenue to be received on this contract.**

- 5.5 **Tie Proposals:** 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.

## **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 26, 2020** 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 FY21-016 - GROUP MEDICAL BENEFITS FOR SCHOOL BOARD EMPLOYEES**

- 6.2 **One complete, original hard-copy Proposal** (clearly marked as such), and **two complete, original electronic versions** (all clearly marked as "original") will constitute the original governing documents. The two electronic versions in Microsoft Word 6.0 or higher on thumb drives 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 FY21-016), 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 the 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 the 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. Please indicate on the certificate, "All policies are primary of all other valid and collectible coverage maintained by The School Board of Broward County, Florida" and "Certificate holder is named as an additional insured" in the description box on General Liability certificate.
- 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 **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.

## **6.0 SPECIAL CONDITIONS**

### **6.4 INSURANCE REQUIREMENTS (Continued):**

If Awardee does not own any vehicles, hired and non-owned automobile liability coverage in the amount of \$1,000,000 shall 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 the insured acquires any vehicles throughout the term of this agreement, the insured agrees to provide proof of "Any Auto" coverage effective the date of acquisition.

- 6.4.4 **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.
- 6.4.5 **VERIFICATION OF COVERAGE:** Proof of Insurance must be furnished within 15 days of execution of this Agreement. To streamline this process, SBBC has partnered with EXIGIS RiskWorks to collect and verify insurance documentation. 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. EXIGIS RiskWorks will send an email notification within three (3) business days after receipt of the award letter.
- New vendors will receive an email notification requesting account verification and insurance agent information.
  - Existing vendors will receive an email notification of the current status.
- 6.4.6 **REQUIRED CONDITIONS:** Liability policies must contain the following provisions. In addition, the following wording must be included on the Certificate of Insurance:
- 6.4.6.1 The School Board of Broward County, Florida, its members, officers, employees, and agents are added as additional insured.
- 6.4.6.2 All liability policies are primary of all other valid and collectible coverage maintained by the School Board of Broward County, Florida.
- 6.4.6.3 Certificate Holder: The School Board of Broward County, Florida, c/o EXIGIS Risk Management Services, P. O. Box 4668-ECM, New York, New York 10163-4668
- 6.4.7 **CANCELLATION OF INSURANCE:** Vendors are prohibited from providing services under this Agreement with SBBC without the minimum required insurance coverage and must notify SBBC within two business days if required insurance is canceled.
- 6.4.8 The School Board of Broward County, Florida reserves the right to review, reject or accept any required policies of insurance, including limits, coverage's or endorsements, herein throughout the term of this agreement.

### **6.5 ACCEPTANCE AND REJECTION OF PROPOSALS:**

- 6.5.1 **Acceptance:** All Proposals properly completed and submitted will be evaluated in accordance with Section 4.0 and Section 5.1. SBBC reserves the right to reject any or all Proposals that contain material deviations from the RFP or that fail to meet all mandatory requirements. SBBC may reject any or all Proposals when it serves the best interest of SBBC.

## **6.0 SPECIAL CONDITIONS**

### **6.5 ACCEPTANCE AND REJECTION OF PROPOSALS (Cont'd):**

- 6.5.2 SBBC also reserves the right to waive irregularities or technicalities in any Proposal received if such action is in the best interest of SBBC. However, such a waiver shall in no way modify the RFP requirements or excuse the Proposer from full compliance with the RFP specifications and other contract requirements if the Proposer is awarded the contract.
- 6.5.3 **Rejection:** A Proposal may be rejected if it does not conform to the rules or the requirements contained in this RFP. Examples for rejection include, but are not limited to, the following:
- 6.5.3.1 The Proposal is time-stamped at the Procurement & Warehousing Services Department after the deadline specified in the RFP.
  - 6.5.3.2 Failure to execute and return the enclosed original **REQUIRED RESPONSE FORM** as defined in Subsection 4.1.4 (see Section 1.0- Required Response Form).
  - 6.5.3.3 Failure to respond to all subsections within the RFP.
  - 6.5.3.4 Proof of collusion among Proposers, in which case all suspected Proposals involved in the alleged collusive action shall be rejected, and any participants to such collusion shall be barred from future procurement opportunities until reinstated.
  - 6.5.3.5 The Proposal shows non-compliance with applicable laws or contains any unauthorized additions or deletions, is a conditional Proposal, is an incomplete Proposal, or contains irregularities of any kind, which make the Proposal incomplete, indefinite, or ambiguous as to its meaning.
  - 6.5.3.6 The Proposer adds provisions reserving the right to accept or reject an award or to enter into a contract pursuant to an award or adds provisions contrary to those in the RFP.
  - 6.5.3.7 In the best interest of SBBC, the Board reserves the right to reject any or all proposals received when there is sound documented business reasons that serve the best interest of SBBC.

### **6.6 AWARDEE ACCOUNTING RECORDS AND RIGHT TO AUDIT PROVISIONS:**

- 6.6.1 Awardee's and Sub-Contractor's records shall include, but not be limited to, accounting records, payroll time sheets, audited and unaudited financial statements to substantiate payment rates and income, written policies and procedures, Sub-Contractor's files and any other supporting evidence necessary to substantiate payments and income related to this Agreement (all the foregoing hereinafter referred to as "records") shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by SBBC's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by the Awardee(s) or any of his/her payees pursuant to the execution of the Agreement. Such records subject to the examination shall also include, but not be limited to, those records necessary to evaluate and verify payments and any other matters or items associated with this Agreement.



## **6.0 SPECIAL CONDITIONS**

### **6.6 AWARDEE ACCOUNTING RECORDS AND RIGHT TO AUDIT PROVISIONS (Cont'd):**

- 6.6.2 For the purpose of such audits, inspections, examinations and evaluations, SBBC's agent or authorized representative shall have access to said records from the effective date of this Agreement, for the duration of the work, and until five (5) years after the date of final payment by Awardee(s) pursuant to this Agreement. All payments which cannot be documented as paid as required by the Agreement and found not to be in compliance with the provisions of this Agreement shall be reimbursed to SBBC.
- 6.6.3 SBBC's agent or its authorized representative shall have access to the Awardee's facilities, shall have access to all necessary records and shall be provided adequate and appropriate workspace, in order to conduct audits in compliance with this article. SBBC's agent or its authorized representative shall give audited firm reasonable advance notice of intended audits.
- 6.6.4 Awardee(s) shall certify that payments are accurate and correct on each and every payment. If an audit reveals discrepancies, such as an overpayment, the Awardee will be required to reimburse SBBC for the discrepancy with a minimum of eighteen percent (18%) per annum.
- 6.6.5 If an audit inspection or examination in accordance with this article, discloses overpayments (of any nature) to the Awardee(s) by SBBC in excess of ten percent (10%) of the total payments, the actual cost of SBBC's audit shall be paid by the Awardee as well as the overpayments by SBBC.

6.7 **VENDOR REGISTRATION:** To become a registered vendor for SBBC, vendors must access, complete and submit a Supplier Profile Questionnaire (SPQ) through SBBC's new eProcure Online Supplier Portal, powered by Ariba which can be located at: <http://schoolboardofbrowardcounty.supplier.ariba.com/register> Training materials are available via our website at <https://www.browardschools.com/PWS> (if needed).

6.8 **NONDISCRIMINATION STATEMENT – POLICY 4001.1** The School Board of Broward County, Florida, prohibits any policy or procedure in discrimination on the basis of age, color, disability, gender identity, gender expression, genetic information, marital status, national origin, race, religion, sex or sexual orientation. The School Board also provides equal access to the Boy Scouts and other designated youth groups. Individuals who wish to file a discrimination and/or harassment complaint may call the Director, Equal Educational Opportunities/ADA Compliance Department & District's Equity Coordinator/Title IX Coordinator at 754-321-2150 or Teletype Machine (TTY) 754-321-2158.

## **7.0 GENERAL CONDITIONS**

- 7.1 **LIABILITY:** 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 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.
- 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 AWARDEE, its agents, servants or employees; the equipment of 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 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 the date due** for proposal to be considered. Proposals will be opened at 2:00 p.m. ET on the date due. Failure to timely submit such a proposal shall disqualify the Proposer and such a 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 the date due**. The address for proposal submittal, including hand-delivery and overnight courier delivery, is indicated as **7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351-6704**. The Proposer is fully and completely responsible for the payment of all delivery costs associated with the delivery of their proposal or related material. Procurement and Warehousing Services will not accept delivery of any proposal or related material requiring the School Board to pay for any portion of the delivery cost or the complete delivery cost. Prior to proposal submittal, it is the responsibility of the Proposer to be certain that all Addenda released have been received, that all Addendum requirements have been completed, and that all submittals required by the Addendum have been timely filed. (See General Condition 7.2.2)

## **7.0 GENERAL CONDITIONS**

- 7.4 **ORIGINAL DOCUMENT FORMAT:** Only the terms and conditions of this solicitation, as they were released by SBBC, or amended via Addendum, are valid. Any modification to any term or condition by a Proposer is not binding unless it is expressly agreed to, in writing, by SBBC.
- 7.5 **IRREVOCABILITY OF PROPOSAL:** A Proposal may not be withdrawn before the expiration of 180 days from the date of Proposal opening.
- 7.6 **EVALUATION COMMITTEES AND PROPOSALS:** 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 therefrom 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 M, Disclosure of Potential Conflict of Interest and Conflicting Employment or Contractual Relationship**, with its proposal. Any employees identified by the Proposer when completing **Attachment M** 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. The proposer shall take special notice that SBBC shall be named as an additional insured under the General Liability policy including Products Liability. (Refer to the Special Conditions of the RFP for the threshold requirements)  
The insurance policies shall be issued by companies qualified to do business in the State of Florida. The insurance companies must be rated at least A-VI by AM Best or Aa3 by Moody's Investor Service. All policies must remain in effect during the performance of the contract.
- 7.10 **PRIORITY OF DOCUMENTS:** In the event of a conflict between the documents, the order of priority of the documents shall be as follows:  
a) Any Agreement resulting from the award of this RFP; then  
b) Addenda released for this RFP, with the latest Addendum taking precedence; then  
c) The RFP; then  
d) Awardee's proposal.  
In case of any doubt or difference of opinion, the decision of SBBC shall be final and binding on both parties.
- 7.10.1 **DISPUTES:** In the event, any dispute or difference of opinion concerning the interpretation of the Agreement and any documents incorporated therein, the decision of SBBC shall be final and binding upon all parties.
- 7.11 **PATENTS & ROYALTIES:** Awardee(s), without exception, shall indemnify and save harmless The School Board of Broward County, Florida and its employees from liability of any nature or kind, including cost and expenses for any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by The School Board of Broward County, Florida. If the Awardee(s) uses any design, device, or materials covered by letters, patent, or copyright, it is mutually understood and agreed without exception that the proposal prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.
- 7.12 **SPECIAL CONDITIONS:** The Superintendent or Designee has the authority to issue Special Conditions and Specifications as required for individual proposals. Any and all Special Conditions that may vary from these General Conditions shall have precedence.

## **7.0 GENERAL CONDITIONS**

- 7.13 **ANTI-DISCRIMINATION:** The School Board of Broward County, Florida, prohibits any policy or procedure which results in discrimination on the basis of age, color, disability, gender identity, gender expression, national origin, marital status, race, religion, sex or sexual orientation. Individuals who wish to file a discrimination and/or harassment complaint may call the Director, EEO/ADA Compliance at 754-321-2150 or Teletype Machine (TTY) 754-321-2158.
- 7.14 **INFORMATION NOT IN RFP:** No verbal or written information which is obtained other than by information in this document or Addenda to this Request for Proposal shall be binding on SBBC.
- 7.15 **CANCELLATION:** In the event any of the provisions of this RFP are violated by the Awardee(s), the Superintendent shall give written notice to the Awardee(s) stating the deficiencies and unless deficiencies are corrected within five days (or as required), recommendation will be made to the School Board for immediate cancellation of the Awardee's contract.
- 7.16 **ASSIGNMENT:** Neither any award of this RFP nor any interest in any award of this RFP may be assigned, transferred or encumbered by any party without the prior written consent from the Director, Procurement and Warehousing Services. There shall be no partial assignments of this RFP including, without limitation, the partial assignment of any right to receive payments from SBBC.
- 7.17 **EXTENSION:** In addition to any extension options contained herein, SBBC is granted the right to extend any award resulting from this RFP for the period of time necessary for SBBC to release, award and implement a replacement RFP for the goods, products and/or services provided through this RFP. Such extension shall be upon the same prices, terms and conditions as existing at the time of SBBC's exercise of this extension right. The period of any extension under this provision **shall not be for a period in excess of six months** from (a) the termination date of a contract entered into as a result of this bid or (b) the termination date under any applicable period of extension under a contract entered into as a result of this bid.
- 7.18 **PURCHASE AGREEMENT:** This RFP, written Agreement will constitute the complete agreement. SBBC will not accept proposed terms and conditions that are different than those contained in this RFP, including pre-printed text contained on catalogs, price lists, other descriptive information submitted or any other materials. By virtue of submitting a proposal, Awardee(s) agrees not submit to any SBBC employee, for signature, any document that contains terms and conditions that are different than those contained herein and that in the event any document containing any term or condition that differs from those contained herein is executed, said document shall not be binding on SBBC.
- 7.19 **SUPPLIER DIVERSITY OUTREACH PROGRAM (SDOP) PARTICIPATION:** SBBC has implemented a Supplier Diversity Outreach Program (SDOP) as part of the SBBC's competitive solicitation and contracting activity in accordance with School Board Policy 3330, Supplier Diversity Outreach Program. The purpose of the program is to utilize available small, minority and women businesses within the Board's market area to compete for the award of SBBC construction and purchasing contracts. S/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 S/M/WBE Certification, contact SBBC's Supplier Diversity Outreach Program at 754-321-0550 or <https://www.browardschools.com/Page/32544>**
- 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 the Awardee or its personnel providing any services. The awardee will bear the cost of acquiring the background screening required under Section 1012.32, Florida Statutes, and any fee imposed by the Florida

## **7.0 GENERAL CONDITIONS**

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 an 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 an 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 the 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 20, 2020 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 Condition 6.0 of the RFP)



## **7.0 GENERAL CONDITIONS**

- 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.
- 7.25 **CONE OF SILENCE:** Any proposer, or lobbyist for a proposer, is prohibited from having any communications (except as provided in this rule) concerning any solicitation for a competitive procurement with any School Board member, the Superintendent, any Evaluation Committee Member, or any other School District employee after Procurement and Warehousing Services releases a solicitation to the General Public. All communications regarding this solicitation shall be directed to the Purchasing Agent identified in this competitive solicitation or his/her designee or such other person identified, in writing, by Procurement and Warehousing Services. This "Cone of Silence" period shall go into effect and shall remain in effect from the time of release of the solicitation until the contract is awarded by the School Board. Further, any vendor, its principals, or their lobbyists shall not offer campaign contributions to School Board Members or offer contributions to School Board Members for campaigns of other candidates for political office during the period in which the vendor is attempting to sell goods or services to the School Board. This period of limitation of offering campaign contributions shall commence at the time of the "cone of silence" period for any solicitation for a competitive procurement as described by School Board Policy 3320, Part II, Section GG as well as School Board Policy 1007, Section 5.4 – Campaign Contribution Fundraising. **Any vendor or lobbyist who violates this provision shall cause their Proposal (or that of their principal) to be considered non-responsive and therefore be ineligible for award.**
- 7.26 **TERMINATION:** This contract award may be terminated with or without cause by SBBC during the term hereof thirty (30) days after the Superintendent gives written notice to the other parties that a recommendation will be made to the School Board for the contract award's termination.
- 7.27 **USE OF OTHER CONTRACTS:** SBBC reserves the right to utilize any other SBBC contract, any State of Florida Contract, any contract awarded by any other city or county governmental agencies, other school boards, other community college/state university system cooperative bid agreement, or to directly negotiate/purchase per School Board policy and/or State Board Rule 6A-1.012, as currently enacted or as amended from time to time, in lieu of any offer received or award made as a result of this bid if it is in its best interest to do so.
- 7.28 **PURCHASE BY OTHER PUBLIC AGENCIES:** With the consent and agreement of the awarded contractor(s), purchases may be made under this RFP by other agencies. Such purchases shall be governed by the same terms and conditions as stated herein.
- 7.29 **SEVERABILITY:** In case of any one or more of the provisions contained in this RFP shall be for any reason be held to be invalid, illegal, unlawful, unenforceable or void in any respect, the invalidity, illegality, unenforceability or unlawful or void nature of that provision shall not affect any other provision and this RFP shall be considered as if such invalid, unlawful, unenforceable or void provision had never been included herein.

## **7.0 GENERAL CONDITIONS**

- 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).
  - 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.*



## **7.0 GENERAL CONDITIONS**

- 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.

- 7.34 **SBBC INFORMATION SECURITY GUIDELINES:** It is the responsibility of the Awardee to read and adhere to the SBBC Information Security Guidelines when using any device connected to the SBBC's network. Following the conclusion of the contract term, all of SBBC's confidential information must be removed from Awardee's equipment and all access privileges must be revoked. Final payment will be withheld until the Awardee has confirmed, in writing, that all SBBC's confidential information has been purged from any and all electronic technology devices that were used during this contract and were connected to the SBBC's network.
- 7.35 **REASONABLE ACCOMMODATION:** Individuals with disabilities requesting accommodations under the Americans with Disabilities Act (ADA) may call EEO/ADA Compliance at 754-321-2150 or Teletype Machine (TTY) 754-321-2158.
- 7.36 **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.
- 7.37 **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**

- 7.38 **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. (See **Attachment N**)

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

## **7.0 GENERAL CONDITIONS**

- 7.40 **PRICE REDUCTIONS:** If, from date of RFP opening, the Awardee either proposes the same service(s) at a lower price than offered to SBBC or reduces the price of the proposed product or service, the lowest of these reduced prices will be extended to SBBC.
- 7.41 **SBBC's CONSULTANT:** Gallagher Benefit Services, Inc. will be providing consultant services to SBBC in relation to this RFP. The Cone of Silence, General Condition 7.25, is hereby lifted when a representative from Gallagher Benefit Services contacts the Proposer for clarification issues or comments written in your submitted proposal. The Cone of Silence shall resume once the clarification issue has been answered. The word "clarification" shall mean the action of making a statement or situation less confusing and more comprehensible
- 7.42 **Public Records.** The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. Awardee(s) shall keep and maintain public records required by SBBC to perform the services required under this contract. Upon request from SBBC's custodian of public records, Awardee(s) 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. Awardee(s) 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 contract's term and following completion of the contract if Awardee(s) does not transfer the public records to SBBC. Upon completion of the contract, Awardee(s) shall transfer, at no cost, to SBBC all public records in possession of Awardee(s) or keep and maintain public records required by SBBC to perform the services required under the contract. If Awardee(s) transfers all public records to SBBC upon completion of the contract, Awardee(s) shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Awardee(s) keeps and maintains public records upon completion of the contract, Awardee(s) shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.

**IF A PARTY TO THIS CONTRACT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-1900, [RECORDREQUESTS@BROWARDSCHOOLS.COM](mailto:RECORDREQUESTS@BROWARDSCHOOLS.COM), RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.**

# **ATTACHMENT A**

## **Questionnaires**

**A1 – Medical Questionnaire**

**A2 - Pharmacy Benefit Management Questionnaire**

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

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

# **ATTACHMENT A1**

## **Medical Questionnaire**

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

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

**SEE WRITABLE FORMS DOCUMENT**

## Questionnaire

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

### Experience and Qualifications Section

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

Type of Coverage	Date
HMO products	
POS products	
PPO products	
Consumer Driven products	
High Deductible Health Plan with a Health Savings Account	
Self-Funding/ ASO Services	
Pharmacy Benefits	
Behavioral Health / EAP	
Wellness/Disease Management	

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

a.) National Enrollment

	1/1/2017	1/1/2018	1/1/2019	YTD 1/1/2020
Commercial Enrollment				
Medicare Enrollment				
Medicaid Enrollment				
Wellness/Disease Management				
Other Enrollment				
<b>Total Enrollment</b>				

b.) Florida Enrollment

	1/1/2017	1/1/2018	1/1/2019	YTD 1/1/2020
Commercial Enrollment				
Medicare Enrollment				
Medicaid Enrollment				
Wellness/Disease Management				
Other Enrollment				
<b>Total Enrollment</b>				

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

	1/1/2017	1/1/2018	1/1/2019	YTD 1/1/2020
Commercial Enrollment				
Medicare Enrollment				
Wellness/Disease Management				
Medicaid Enrollment				
Other Enrollment				
<b>Total Enrollment</b>				

d.) Broward County Enrollment

	1/1/2017	1/1/2018	1/1/2019	YTD 1/1/2020
Commercial Enrollment				
Medicare Enrollment				
Wellness/Disease Management				
Medicaid Enrollment				
Other Enrollment				
<b>Total Enrollment</b>				

5. What percent of your Florida enrollment in 2019 and 2020 is from public sector clients? What percentage is fully-Insured vs. self-funded?

Florida Enrollment	Total Enrollment	2019 % of Public Sector	2020 % of Public Sector	Percent of Fully-Insured	Percent of Self-Funded
Commercial Enrollment					
Medicare Enrollment					
Medicaid Enrollment					
Other Enrollment					
<b>Total Enrollment</b>					

6. Provide references for your five (5) largest self-funded clients (government preferred), by enrollment, for South Florida (Broward, Miami-Dade, and Palm Beach Counties) using the following format:

Employer Name	Total Number of Employees in South Florida	Number of Employees Enrolled in Your Plan(s)	Date Services Commenced	Contact Person	Address	Phone Number	Email Address
1.							
2.							
3.							
4.							
5.							

## ATTACHMENT A1

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

Employer Name	Total Number of Employees in South Florida	Date Services Terminated	Reason for Termination	Contact Person	Address	Phone Number	Email Address
1.							
2.							
3.							

8. Detail any mergers/acquisitions and outcomes involving your organization, which have occurred in the last 12-month period, and any which are planned for the next 12 to 24 months.
9. Describe Proposer's past performance and experience, specifically for groups with over 10,000 employees.
10. List the name and purpose of all subcontractors who will be assigned to this project
11. Is your organization currently in compliance with Florida Office of Insurance Regulation profitability and reserve requirements? Yes \_\_\_ No \_\_\_ If no, have you been required to submit a Corrective Action Plan (CAP)? If yes, attach a copy of the CAP.

### Scope of Services

12. Provide NCQA, JCAHO, AAA and/or any other accreditation status that applies to the programs you are proposing. Provide a copy of your accreditation letter(s).
13. Has your organization had a negative audit finding during a client audit in the past five (5) years Yes\_\_\_ No\_\_\_ If yes, please summarize findings and resolution.
14. Confirm your organization can administer all current benefits with a Health Savings Account? Yes \_\_\_ No \_\_\_ Provide any deviations to covered services, limitations/exclusions and system limitations in **Attachment D**. Failure to disclose deviations that contribute to additional claims cost may result in the Awardee(s) being financially liable for the additional claims cost. If you are proposing a Medicare product as an option, please provide a detailed outlined of the benefits that would be covered.
15. At a minimum address the items including any limitations, exclusions and system limitation if SBBC made any changes with the plan of benefits such as:
- Change in copays for PCP and/or Specialist
  - Change in copays/coinsurance for Hospitals, Emergency Room, Diagnostic Testing
  - Administering different copay/coinsurance by type of facility (i.e. hospital vs. freestanding facility)
  - Change in copay for prescription drugs and any minimum differential between each tier
16. At a minimum address the following items including any limitations, exclusion and system limitations if SBBC elected to:
- Carve out wellness / disease management programs and data sharing between vendors
  - Carve out prescription drugs and data sharing between vendors
  - Carve out advanced imaging Services
  - Develop a Pilot program and direct contracting with local hospital systems and data sharing between vendors



- Administration of Kids only plans
- Administration of different members (such as an employee selecting one plan and the spouse selecting a different plan) selecting different plan options
- Offer a Medicare Advantage or Medicare Supplement Plan

17. Describe, in detail, your out-of-area coverage for traveling members, both within and outside the United States. Describe your capabilities for negotiating fees with out-of-area providers and fees/cost for such services.
18. Describe, in detail, your service (i.e. passport program, national network) for eligible kids living out-of-network service area? What is your criteria for kids to be eligible for passport services?
19. Does your plan cover members that utilize services offered through a walk-in facility such as those located in a retail environment? Yes \_\_\_ No \_\_\_ If yes, are there any limitations? If an employee is in the HMO plans and is outside of the service area and chooses to use a walk-in facility or urgent care instead of the emergency room, would this be covered as an in-network benefit? Yes \_\_\_ No \_\_\_ Are there any limitations?
20. Does your organization have the capabilities of placing/provider kiosk onsite at SBBC administration buildings? Yes\_\_\_ No\_\_\_ If yes, is there any cost?
21. If you have the Kiosk capabilities, what services are provided and how do you protect member's privacy.
22. Have you been able to report and ROI on the uses of these kiosks?
23. What services are provided through your telehealth provider?
24. How do you ensure members privacy when utilizing a telehealth provider?
25. How are telehealth claims processed?
26. What has been the ROI on the usage of the telehealth services?
27. Do you charge an additional administration fee for telehealth services? Yes \_\_\_ No \_\_\_ If yes, are charges waived if the member is referred to an Urgent Care Facility or Emergency Room? provide quarterly reporting showing how many employees went to a facility (office, minute-clinic, urgent care, etc.) within one week of a completed Telehealth encounter?

*Note: Questions 28 through 52 specifically relate to Behavioral Health, beginning with Question 53, questions relate back to medical and or general types of questions.*

28. Provide a complete listing of EAP services included in your Proposal for both internal and external services.
29. Provide a complete listing of all limitations and exclusions to the Behavioral Health/Substance Abuse programs.
30. Will you analyze monthly and year-to-date Behavioral Health and EAP results for SBBC and make recommendations to improve cost and utilization trends? Yes \_\_\_ No \_\_\_
31. Provide a description of any outreach programs used to identify special-needs groups (i.e., women's health, depression, anxiety, domestic violence, substance abuse, etc.).
32. Provide NCQA, JCAHO, AAA and/or any other accreditation status that applies to the Behavioral Health plan(s) you are proposing. Provide a copy of your accreditation letter(s).

33. Will you allow Employee Assistance Programs (EAP) to be provided by another firm at SBBC's discretion?

Yes \_\_\_ No \_\_\_

34. Where is your clinical staff located that will provide services to SBBC?

35. What is the ratio of clinical staff to members (MD, PhD, LCSW, LMFT, LMHC and ARNP)?

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

36. Describe the types of illness/diagnoses the case management program supports.

37. Will SBBC employees have access to 24-hour crisis intervention services or 24-hour nurse on duty services? Yes \_\_\_  
No \_\_\_ If no, what are the hours?

38. Does your case management program provide patient-specific information back to the patient's Primary Care Physician?  
Yes \_\_\_ No \_\_\_

39. Describe your procedures and processes for integration of the SBBC internal EAP. Can the SBBC EAP directly refer a member to a Behavioral Health/Substance Abuse care provider? Yes \_\_\_ No \_\_\_ If no, describe the process for the SBBC EAP to obtain authorization for services.

40. Outline the process for patients to appeal treatment recommendations, as well as how you manage clinical differences between the EAP and your organization.

41. Can an employee have direct access to a Behavioral Health/Substance Abuse care provider on a self-referral basis? Yes \_\_\_ No \_\_\_ If yes, are there any limitations?

42. Will you provide education and educational material to facilities/provider and SBBC employees regarding available Behavioral Health/Substance Abuse programs? Yes \_\_\_ No \_\_\_ If yes, describe.

43. How would a member access non-life threatening Behavioral Health? How would a member access emergency care or psychiatric evaluations?

44. How do members access services after hours and weekends? What percentages of your providers by provider type (MD, PhD, LCSW, LMFT, LMHC and ARNP) offer evening and weekend access?

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

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

46. Under what circumstances and how frequently are new Behavioral/Substance Abuse Health network providers added to the network? Are you willing to add currently highly utilized providers that are not in your network? Yes\_\_\_ No\_\_\_
47. How would transition of care be handled for members currently under care with a provider that is not in your existing network, including timeframes? How would transition of care be handled if a provider is terminated during the course of treatment?
48. How many visits are included in the initial authorization for EAP? How long are these authorizations valid?
49. Are the "V codes" (i.e., marriage/couples/family counseling) covered? Yes \_\_\_ No \_\_\_ Do they require an EAP referral in order to be covered? Yes \_\_\_ No\_\_\_
50. Describe detoxification services for alcohol and other substances.
51. Does this service include ambulatory detoxification through MDs? Yes \_\_\_ No \_\_\_
52. Do you have a network management provider services department that specifically assists with Behavioral Health/Substance Abuse provider issues? Yes\_\_\_ No\_\_\_
53. Have you changed the size or structure of either the primary care or specialty care network for Broward, Miami-Dade or Palm Beach Counties during the past 12 months? Yes \_\_\_ No \_\_\_ If yes, explain.
54. Complete the following GeoAccess summary for SBBC employees. The description of the census file layout is included in **Attachment F**. Your study should include a summary report for each of the items listed below. Each summary should indicate the total number and percentage of employees with access by zip code and by county for all networks that you are proposing. Please include GeoAccess Reports.
- a) Number and percentage of employees with two adult Primary Care Physicians (Family Practice, General Practice, Internists) within five miles of the employee's zip code.
  - b) Number and percentage of employees with two Pediatricians within five miles of the employee's zip code.
  - c) Number and percentage of employees with two OB/GYNs within five miles of the employee's zip code.

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

\* HD = High Deductible

55. Do you have any arrangements or capabilities in place today, with provider(s) to have work onsite visits performed by physicians or nurse practitioners? Yes\_\_\_ No\_\_\_ If yes, what type of services can be performed at SBBC locations.
56. Provide an electronic copy (on a thumb drive, in a usable Excel format) of your most up-to-date provider directory for Broward, Miami-Dade and Palm Beach Counties including TIN numbers, Name, Address, City, Zip Code, Specialty and Network type for all of the networks that you are proposing. If you are using different networks, provide all networks proposed and identify each network.

# ATTACHMENT A1

57. Complete and attach **Attachment T** Top Utilized Physicians/Providers (in a useable Excel format) for the top utilized providers. Have you completed Attachment T? Yes\_\_\_ No\_\_\_
58. Have there been any changes to your South Florida (Broward, Miami-Dade and Palm Beach Counties) hospital network in 2018, 2019, or 2020? Yes \_\_\_ No \_\_\_ If Yes, explain.
59. List what steps your organization will take to ensure that the proposed hospital network remains stable within the South Florida (Broward, Miami-Dade and Palm Beach Counties) area and nationally?
60. Are there any hospitals in the South Florida (Broward, Miami-Dade, and Palm Beach Counties) area with which you are not contracted? Yes \_\_\_ No \_\_\_ If yes, list all hospitals.
61. Provide a list of PCPs and Specialists in South Florida (Broward, Miami-Dade and Palm Beach) that are closed to new members.
62. Indicate your contract status for your top 10 hospital providers (by number of admissions) as well as your top 10 physician/physician group providers (by number of encounters) in **Broward County Only**. Indicate the current contract status and the contract's expiration date, if these differ by networks proposed, please complete for each network proposed.

## HMO

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

## PPO / High Deductible

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

63. How frequently may members be permitted to change PCPs upon request? Daily \_\_\_ Monthly \_\_\_ Quarterly \_\_\_  
Annually \_\_\_ Other \_\_\_\_\_
64. Can each child select his/her own PCP? Yes \_\_\_ No \_\_\_
65. Complete the following table for Broward, Miami-Dade, and Palm Beach Counties. Use your current provider panel.  
(Use actual number of providers not offices).

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

66. Will your network allow participating dependents to select a PCP and access local providers if the dependent resides in another location and you have a network available in that location? Yes \_\_\_ No \_\_\_
67. Is your HMO network national or local? National\_\_\_ Regional\_\_\_ Local\_\_\_ If an employee, dependent or retiree is located outside of South Florida and you have a national HMO network, can they elect to remain in the HMO plans? Yes \_\_\_ No \_\_\_ Do you have a student passport type of program for out-of-area students? Yes \_\_\_ No \_\_\_
68. Complete the following tables for Broward, Miami-Dade, and Palm Beach Counties for both your HMO and High Deductible networks.

# ATTACHMENT A1

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

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

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

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

69. Is member satisfaction information linked to physician compensation? Yes \_\_\_\_ No \_\_\_\_ If yes, how?
70. Are all hospital-based physicians (e.g., emergency, pathology, anesthesia and radiology) affiliated with network hospitals contracted? Yes \_\_\_\_ No \_\_\_\_ If no, list any hospital physician group(s) not contracted. Please include the hospital affiliation. Are there any circumstances where a member can be balanced billed by a provider? Yes \_\_\_\_ No \_\_\_\_ If yes, please describe. How are hospital-based physician reimbursed for services?
71. Does the HMO network you are proposing allow for direct access to network specialists or is it a "gatekeeper" network?
72. What is the cost impact as a percentage of claims for gatekeeper versus non-gatekeeper models?

73. Can patients self-refer to Pediatricians or select a Pediatrician as PCP? Yes \_\_\_ No \_\_\_
74. If the HMO network proposed is not a “gatekeeper”, can your administrative system record a designated PCP for each member to be used for reporting, tracking purposes and quality initiatives? Yes \_\_\_ No \_\_\_
75. Is your organization willing to contract with physicians not in your network who are currently contracted with Aetna/Coventry? Yes \_\_\_ No \_\_\_ If yes, are you willing to place a performance guarantee around the contracting efforts? Yes \_\_\_ No \_\_\_ If yes, explain the performance guarantee.
76. If your contracted network of providers extends outside of South Florida (Broward, Miami-Dade and Palm Beach Counties), please describe the geographical boundaries (i.e., Florida, National, etc.) SBBC members have access to. Please describe any authorization requirements for covered services (non-urgent or emergency services) received outside of South Florida? Please describe any authorization requirements for covered services (non-urgent or emergency services) received outside of the State of Florida.
77. Provide your physician turnover rates for South Florida (Broward, Miami-Dade and Palm Beach) for 2018, 2019 and YTD 2020. Complete the table using the number of physicians who terminated, separated by a backslash with the total physician count in that specialty. For example, if 5 Adult Primary Care physicians terminated in total out of a total 200, show 5/200.

Provider Type HMO Network	2018		2019		YTD 2020	
	Total Terminations	Voluntary Terminations	Total Terminations	Voluntary Terminations	Total Terminations	Voluntary Terminations
Allergy & Asthma						
Cardiologists						
Cardiovascular Surgeons						
Chiropractors						
Dermatologists						
Endocrinologists						
ENT						
Gastroenterologists						
General Surgeons						
Geriatricians						
Hematologists						
HIV/AIDS Physicians that specialize in HIV/AIDS treatment						
Infectious Disease						
Neurologists						
Neurosurgeons						
Non-OB Gynecologists						
Obstetrician/Gynecologists						
Oncologists						
Ophthalmologists						
Orthopedic Surgeons						
Pediatricians						
Podiatrists						

# ATTACHMENT A1

Primary Care						
Pulmonologists						
Rheumatologists						
Urologists						

Provider Type Deductible Network	High Driven	2018		209		YTD 2020	
		Total Terminations	Voluntary Terminations	Total Terminations	Voluntary Terminations	Total Terminations	Voluntary Terminations
Allergy & Asthma							
Cardiologists							
Cardiovascular Surgeons							
Chiropractors							
Dermatologists							
Endocrinologists							
ENT							
Gastroenterologists							
General Surgeons							
Geriatricians							
Hematologists							
HIV/AIDS Physicians that specialize in HIV/AIDS treatment							
Infectious Disease							
Neurologists							
Neurosurgeons							
Non-OB Gynecologists							
Obstetrician/Gynecologists							
Oncologists							
Ophthalmologists							
Orthopedic Surgeons							
Pediatricians							
Podiatrists							
Primary Care							
Pulmonologists							
Rheumatologists							
Urologists							

78. If covered services are not available within the contracted network, how will members obtain necessary services?

79. What fee schedule do you use for out-of-network benefits on the High Deductible plan? Can you administer alternate fee schedules upon SBBC's request? Yes \_\_\_ No\_\_\_

80. What are your access standards for the following appointment types? Do they differ by plan type? Yes \_\_\_ No \_\_\_



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

81. How and when do you audit your network to determine if the access standards are met? Provide a copy of your most recent report.

82. What percentage of your network physicians offer expanded office hours? How is this information communicated to members?

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

83. Are PCP and Specialist contracts evergreen? Yes \_\_\_ No \_\_\_ If no, what are the termination requirements within your provider contracts as far as timeframes and notification?

84. What provisions are made for transition of care if a provider is terminated by your plan? If the provider terminates the contract? Will ongoing services be treated as in-network? Yes \_\_\_ No \_\_\_ If yes, for how long?

85. Describe, in detail, your out-of-area coverage for dependent students attending school out of area. Include your procedures for emergency care, as well as follow-up visits.

86. Do you have a network in the following areas where SBBC has a high concentration of college dependents?

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

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

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

<b>High Deductible Network</b> <b>Provider Type</b>	<b>Broward</b>	<b>Miami-Dade</b>	<b>Palm Beach</b>
Ambulatory Surgery Centers			
Bone Density Testing			
Convenient Care Clinics/Retail Clinics			
DME Providers			
Home Health Care Agencies			
Hospice Agencies			
Hospice Facilities			
Mammogram Facilities			
Occupational Therapists			
Outpatient Laboratories			
Physical Therapists			

Radiology Centers			
Rehabilitation Facilities (Inpatient)			
Skilled Nursing Facilities			
Speech Therapists			
Urgent Care Facilities			

88. How do you measure the overuse of tests, treatments and procedures? How do you measure the underuse of tests, treatments and procedures?
89. Do you offer a high quality / low cost network of hospitals and physician? Yes\_\_\_ No\_\_\_ If yes, provide the quality and cost indicators employed to designate high quality hospitals/ physicians.
90. How does your care management program(s) align with your ACO, narrow network or similar program/models efforts, when care management or capitation fees are paid to providers for care coordination? How do local providers integrate their efforts with yours?
91. What distinguishes your ACO, narrow network or similar program/model from your competition? Provide all ACO and/or Pay for Performance arrangements by practitioner group or ACO name including amount paid each year to each group, number of members associated/linked to the group, description of the group and number and type of providers covered under the arrangement. Have you paid any of your clients for measures not being met? Yes \_\_\_ No \_\_\_
92. What tools are used to measure and assess the financial impact of an ACO, narrow network or similar program/model? On average, what have been the financial impacts your company has seen in South Florida? Specifically to the end user?
93. Is there any cost/charges to SBBC in order for employees to receive care from an ACO, narrow network or similar program/model? Yes\_\_\_ No\_\_\_ If yes, what are the costs and how will it work?
94. When would SBBC realize a cost savings from implementing the ACO, narrow network or similar program/model? How would savings being shared between the parties (i.e. ACO, your company and SBBC)?
95. How and whom funds the incentive for the providers that participate in an ACO, narrow network or similar program/model?
96. Can you create a customized program for SBBC if they wanted to incent members to use a particular ACO, narrow network or other provider(s) accepting bundled payments or shared-risk, who are not part of your ACO, network or provider group? Yes\_\_\_ No\_\_\_
97. Can your organization support SBBC in incenting members or steering care to different places of services or similar program/models providers? Yes \_\_\_ No \_\_\_ If yes, can you track the utilization from SBBC and/or member perspective?
98. What studies are underway at your organization to understand the quality and cost effectiveness of your ACO, narrow network or similar program/models and/or pilots?
99. Describe the type and frequency of reporting that will be available, including SBBC-specific reporting, and whether reporting will be provided on a market-specific basis. What reports will be made available at what interval and what cost? Is any "real time" data available? Yes\_\_\_ No\_\_\_ Can data be shared with carved out vendors? Yes\_\_\_ No\_\_\_

100. Describe how you use advanced technology to improve care management. What technology resources are available to SBBC and/or members?
101. Do you offer members online capabilities or a mobile application? Yes\_\_ No\_\_ If yes, Identify capabilities
102. Can you administer SBBC custom program with local hospital system? Yes \_\_\_ No \_\_\_ Are there any limitations? Yes\_\_ No\_\_ If yes, explain limitations.
103. List the Behavioral Health/Substance Abuse facilities under contract in South Florida (Broward, Miami-Dade and Palm Beach Counties).

Specialty	Facility Name	Location
<b>Behavioral Health Facilities</b>		
Inpatient		
Intensive Outpatient		
<b>Substance Abuse Facilities</b>		
Inpatient		
Intensive Outpatient		
<b>Residential Treatment Facilities</b>		

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

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

105. What percentage of your contract physicians are board certified in Psychiatry? \_\_\_\_ %
106. What was the turnover rate of your Behavioral Health network in 2018, 2019 and YTD 2020? Break down the turnover rate by MD, PhD, LCSW, LMFT, LMHC and ARNP for each year.

	2018	2019	YTD 2020
ARNP			
LCSW			
LMFT			
LMHC			
MD			
PhD			

107. Are changes to your network pricing planned for 2018, 2019, and YTD 2020? Yes\_\_ No\_\_
108. SBBC intends to exclude claims payment for "Never Events" in the future and wants members to be held harmless. Does all of your contracts include language to address non-payment and hold harmless for such events? Yes\_\_ No\_\_

109. How does each hospital report and address "Never Events" as described by the National Quality Forum (NQF) and how does the health plan oversee the protocol?
110. What database do you utilize to determine reasonable and customary (R&C)? What percentile do you use to pay medical claims? How often is the database updated? Do you use different R&C levels for different products?
111. Have you changed affiliations for ancillary services (diagnostic services, prescription drug benefits, etc.) in Broward, Miami-Dade or Palm Beach Counties during the past 12 months? Yes\_\_\_ No\_\_\_ If yes, describe such changes.
112. If your plan has capitated charges (i.e., behavioral health, labs, chiropractic, etc.) built into your claim and expenses charges, disclose all such charges, fees and detail what they cover, and specify the amount for each item. 113. Indicate if you have a "Centers of Excellence" program for each of the following and list your designated facilities for each:

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

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

Nationally	
South Florida	

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

Nationally	
South Florida	

117. Does your organization use incentives to encourage members to seek out minimally invasive surgical providers (MIP) within their network? Yes\_\_\_ No\_\_\_ If yes, please explain.
118. Are physicians, clinics and/or hospitals rewarded for improving quality performance? Yes \_\_\_ No \_\_\_ If yes, describe in detail including measures, incentives/rewards and shared savings.
119. Will your organization provide information directly to the plan participant to make provider selections that are cost effective for the plan? Yes\_\_\_ No\_\_\_ If yes, please explain.
120. Will your organization work with the network providers who deliver the most efficient surgical care? Yes\_\_\_ No\_\_\_ If yes, please explain.
121. Does your organization offer incentives to network providers to encourage a minimally invasive procedures (MIP) technique over open surgery? Yes\_\_\_ No\_\_\_ If yes, please explain.

122. Has your organization demonstrated success (or experience) working with other employers to improve surgical quality through a focus on minimally invasive procedures (MIP)?
123. What quality and cost data do you make available to members for selecting hospitals, clinics, imaging centers, labs and physician in your network for provider comparison? How is this data updated and what additional data will be available in 2018, 2019, and YTD 2020?
124. What quality, cost, satisfaction and outcome data is available for both SBBC and members for selecting in network providers (specifically cancer care, orthopedics, maternity, heart disease, behavioral health, pediatrics, emergency care, etc.)? How is this data updated and what additional data will be available in 2018, 2019, and YTD 2020?
125. Do you have a network management/provider services department that assists with provider issues? Yes\_\_\_ No\_\_\_  
List the staff members/titles to be assigned to SBBC.
126. Where is the network management/provider services staff that services your South Florida network located?
127. Describe how your organization will communicate with providers the SBBC schedule of benefits, changes to the schedule of benefits and general administrative policies and procedures specific to the SBBC Medical Plan?
128. Describe how your organization will ensure that providers in your network refer to network facilities and other network providers?
129. Do the hospitals have a whistleblower provision to protect hospital staff who report unsafe work / working conditions? Yes \_\_\_ No \_\_\_ If yes, how many times has it been used and what were the circumstances? Was safety improved and institutionalized? Describe the new protocol and how it is enforced.
130. What is your average lag time for claims?
131. Are eligibility and claims administered on the same system? Yes\_\_\_ No\_\_\_ If no, how are these functions integrated?
132. Provide the location where claims and eligibility will be processed for SBBC.
133. Will SBBC have a dedicated team for eligibility, claims and customer service? Yes\_\_\_ No\_\_\_
134. Do you plan on major changes or upgrades to your administrative system or the platform you are proposing for SBBC in the next 24 months? Yes\_\_\_ No\_\_\_ If yes, please explain
135. Will you provide SBBC with an eligibility contact person for eligibility file issues and questions? Yes\_\_\_ No\_\_\_
136. What eligibility responsibilities does your organization expect SBBC to perform?
137. How do you verify members' age under of the plans, including the Kids Plan?
138. Are network contracts/fee schedules loaded into your claims administration system or must claims be submitted elsewhere for re-pricing?
139. Can your claims adjudication process block J Codes (except for neoplastic drugs from oncologists/hematologists) from processing? Yes\_\_\_ No\_\_\_ How does your organization propose to educate your network on this process?
140. What percentage of your claims are submitted electronically by facilities? By physicians?
141. What percentage of your claims submitted by facilities are auto adjudicated? \_\_\_\_% By physicians? \_\_\_\_%

142. Provide details on the system edits that are contained in your organization's claims processing system that assist examiners in accurately processing claims. Indicate how your system adjusts for coding errors.
143. Describe your explanation of benefits (EOB) process for HMO and High Deductible and if these are available hard copy and/or online. Is there any flexibility? Yes\_\_ No\_\_ What is included on the EOB statements?
144. Will you process run-out claims after plan termination? Yes \_\_\_\_ No \_\_\_\_ If yes, for how long? \_\_\_\_ At what cost?
145. What access will SBBC auditors have to claims and administrative data necessary to complete at a minimum annual audit for both medical and pharmacy claims?  
Describe any limitations.
146. Are you willing to allow access to a full claims audit, at your expense, in the event of performance issues?  
Yes \_\_\_\_ No \_\_\_\_
147. Are in and out-of-network claims paid by the same claims system? Yes \_\_\_\_ No \_\_\_\_ If two different claims systems are used, describe each and specify how the systems interact.
148. Provide details regarding your organization's claims processing performance for the most recent year for HMO and High Deductible plans.

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

149. Describe how a claims history is maintained for members who utilize both in and out-of-network services.
150. In one page or less, describe how you review, edit and process claims. Describe how your services are unique in the industry.
151. What categories of edits do you have? (e.g., NCCI, Assistant Surgery, etc.)
152. Describe your claims editing software (i.e., third-party, proprietary). How was it developed? How is it used?
153. What percentage of claims submitted are denied for processing (pre-discount, pre-adjudication)?  
 - number of claims denied / total of claims submitted  
 - dollars of billed charges denied / total billed charges submitted
154. What percentage of services were denied for medical necessity in 2018, 2019 and YTD 2020? Of those denials, what percentage was appealed and subsequently approved? Describe what types of services are most frequently denied and why these services are denied.

	2018	2019	YTD 2020
% Denied			
% Appealed			
Subsequently Approved			

155. Who is responsible for reviewing claim payment for correctness? Is this an internal or external process? Internal\_\_\_\_ External\_\_\_\_, Is there a charge for this? Yes \_\_\_\_ No \_\_\_\_ If yes, what is the cost?
156. How often do you conduct onsite visits to physicians to explain contracts and contract changes?
157. Is your provider credentialing process conducted in-house or delegated to another organization? In-House\_\_\_\_ Delegated\_\_\_\_ If delegated, provide name of the organization and how long the functions have been delegated.
158. Do credentialing policies and procedures meet accreditation standards? Yes \_\_\_\_ No \_\_\_\_ If yes, what accreditation organization?
159. How long does it take to credential a new physician? How often does your Credentialing Committee meet?
160. How often do you re-credential network providers?
161. Between re-credentialing cycles, do you conduct ongoing monitoring of practitioner sanctions, complaints and quality issues? Yes \_\_\_\_ No \_\_\_\_ If yes, how often?
162. How many physicians have you terminated from your South Florida (Broward, Miami-Dade, Palm Beach) network in 2018 and 2019 that failed to maintain credentialing standards and how many have been terminated due to quality assurance reasons?
163. Detail the structure, process and outcome criteria and standards you use to select physicians, hospitals and other providers for participation in your networks. Provide a list of minimum thresholds for each metric you use.
164. In three pages or less, please outline your core medical management program. Include examples of how you have added significant value and how you differentiate yourself from your competitors.
165. With respect to your overall member contact rates:
- (a) In a 12 month period, what percentage of members are "contacted" by the medical management program? For this question, "contact" is a LIVE attempt to contact a member by a medical management professional either through a phone call to the member or to the member's spouse or the member's physician. If you have other means of contacting members such as automated calls, mailings, text messaging or email blasts, please exclude those from your contact statistics.
  - (b) Of the members in a., what percentage of them initially agree to discuss their situation with the medical management professional? This is the "participation rate".
  - (c) Of the members in b. what percentage of them stay involved with the medical management professional to the end? (for example, if a member agrees to work with a case manager or a health coach, do they stay engaged until the case manager or health coach closes the case?
166. In one page or less, outline your precertification program. Explain the nature of the program (i.e. notification, notification and steerage, denials) and why you chose that particular approach.
- a. How many specific services do you include for precertification?
    - i. Number
    - ii. Dollars
  - b. Of the services identified in a., what percentage of those services were altered (steered, denied, delayed until another test was done, etc.)
    - i. Number



ii. Dollars

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

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

168. Is your Utilization Management (UM) service located in your claims office? Yes \_\_\_\_ No \_\_\_\_ If no, where is it located?

169. What is the size of the UM staff in the claims office that you are proposing for SBBC?

170. Do you have a physician on staff to intervene on "problem" admissions or certifications? Yes \_\_\_\_ No \_\_\_\_

171. Describe the employee's responsibility for compliance with UM programs, in-network, out-of-network, and out-of-area.

172. Are your utilization review service/requirements different in any way for in-network, out-of-network, or out-of-area participants?

173. Provide a list of services that require pre-authorization or pre-notification.

174. Do providers have access to your coverage positions or clinical guidelines? How?

175. Are network providers at risk for not following your Medical Management Program? Yes \_\_\_\_ No \_\_\_\_  
Please explain.

176. Describe how inpatient utilization is managed. Specially address after hours, emergency, in and out-of-network.

177. Is inpatient census reviewed on a daily basis? Yes \_\_\_\_ No \_\_\_\_ If no, how often?

178. How do you communicate with patients and family members regarding length of stay and discharge planning?

179. In two pages or less, describe your Case Management Program.

180. Provide a copy of the appeals/denial case management process. Provide documentation to demonstrate when/how these protocols are shared with providers and members.

181. How many Case Managers do you have per 100,000 members? How many active cases per case manager? Average length of case?

182. Are there any cases the Case Management Program will not manage? Yes \_\_\_\_ No \_\_\_\_ If yes, describe.

183. Do members in Case Management have a consistent Nurse Manager presiding over each case? Yes \_\_\_\_ No \_\_\_\_

184. How is clinical progress communicated to patients and physicians?

185. Describe how providers and members are made aware of Case Management.

186. Do you report your Case Management results? Yes \_\_\_\_ No \_\_\_\_ If yes, include samples.

187. What are the minimum qualifications for Clinical Case Managers and Utilization Management staff?

188. Specify your experience for your population in 2017, 2018, and 2019 by plan type for Medical (non-BH/SA) inpatient services:

2017	Days/1000 members		ALOS In-Network		Cost per day In-Network		ALOS TOTAL		Cost per day TOTAL	
	HMO	HD	HMO	HD	HMO	HD	HMO	HD	HMO	HD
Medical/Surgical										
Maternity										
Neonatal										
Intensive Care										
CCU/PCU										
<b>Total</b>										

HD=High Deductible

2018	Days/1000 members		ALOS In-Network		Cost per day In-Network		ALOS TOTAL		Cost per day TOTAL	
	HMO	HD	HMO	HD	HMO	HD	HMO	HD	HMO	HD
Medical/Surgical										
Maternity										
Neonatal										
Intensive Care										
CCU/PCU										
<b>Total</b>										

2019	Days/1000 members		ALOS In-Network		Cost per day In-Network		ALOS TOTAL		Cost per day TOTAL	
	HMO	HD	HMO	HD	HMO	HD	HMO	HD	HMO	HD
Medical/Surgical										
Maternity										
Neonatal										
Intensive Care										
CCU/PCU										
<b>Total</b>										

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

190. Will the Medical Management Program you are proposing for SBBC provide the same services for HMO and High Deductible plan designs? Yes \_\_\_\_ No \_\_\_\_ If no, describe differences.

191. Describe your medical protocols to determine:

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

192. Provide the total number of encounters, for South Florida (Broward, Miami-Dade and Palm Beach Counties), for Behavioral Health and Substance Abuse services in 2017, 2018, and 2019. Complete tables below.

Outpatient-Visits/1,000 Members						
	2017 Visits/1,000	2017 Average Cost Per Visit	2018 Visits/1,000	2018 Average Cost Per Visit	2019 Visits/1,000	2019 Average Cost Per Visit
Psychiatric						
PHD						
MD						
MS						
RN						
Alcohol/Sub- stance abuse						
PHD						
MD						
MS						
RN						
<b>Total</b>						

193. Provide the number of your encounters, for South Florida (Broward, Miami-Dade and Palm Beach Counties), for EAP Services in 2017, 2018 and 2019. Use chart below.

Employee Assistance Program	2017	2018	2019
Visits/1,000 lives			
Percent of covered lives that sought services			
Average number of visits per EAP participant			

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

- a. Intervention Model. How would you characterize your program? High reach, low intensity model? A low reach, high intensity model? A nurse based program? A technology based program?
- b. Patient identification. What percentage of members are identified for intervention?
  - i. Through claims
  - ii. Through other programs (case management, wellness coach)

195. Of the patients identified, how many are contacted by a medical management professional? For this question, "contact" is a LIVE attempt to contact a member by a medical management professional either through a phone call to the member or to the member's spouse or the member's physician. If you have other means of contacting members such as automated calls, mailings, text messaging or email blasts, please note them here.

196. Is there additional metrics that we are not capturing in this section? Yes\_\_ No\_\_ If yes, please feel free to add some other information about your program that, in general, makes your program stand out among the competition.

197. With regard to specific diseases:

- What diseases do you actively manage?
- Do you use different interventionists for different disease states?
- When do you begin to manage a particular disease? For example, with cancer do you offer assistance at the time of diagnosis or during an active course of treatment?

198. Is your disease management group in house? Yes\_\_ No\_\_ If no, how does your subcontractor access patient benefits, eligibility, data, etc.

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

200. With regards to "Hand Offs and Overlaps," how does a hand off work? A hand off is when one part of the clinical model needs to involve another part of the clinical model? How does case management interact with disease management? Is it possible that more than one part of the clinical model is "touching" a patient at the same time? If so, how is information shared between parts of the clinical model?

201. In three pages or less, describe your wellness program. Be sure to include the basic nature of the program, inclusive of the following:

- Participation rates x incentives
- Patient identification - What percentage of members are identified for intervention?
  - Through claims
  - Through other programs (case management, wellness coach)
- Of the patients identified, how many are contacted by a medical management professional? For this question, "contact" is a LIVE attempt to contact a member by a medical management professional either through a phone call to the member or to the member's spouse or the member's physician. If you have other means of contacting members such as automated calls, mailings, text messaging or email blasts, please footnote them here.
- Is there some other metric that we are not capturing in this section? If so, please feel free to add some other information about your program that, in general, makes your program stand out among the competition.

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

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

203. Describe the medical staff and/or advisory board who are responsible for reviewing your wellness and disease management programs.
204. Describe your capabilities to manage wellness rewards and incentives. Provide examples of incentives and annual budget.
205. SBBC currently has minimal incentive to drive participation into disease management/ wellness programs. Describe your strategy to drive participation and maintain participant engagement.
206. Indicate participation and completion rates (per and post) for clients you have provided the following type of onsite and online initiatives. Describe the initiatives.

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

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

Lifestyle Management Programs – Delivery Mode						
	Mailings	Self-Directed Programs	Telephonic Coaching	Onsite Seminars Lunch and Learns	One-on-One Counseling	Other
Heart Disease						
Diabetes & Diabetic Counseling						
Cholesterol						
Hypertension						
Asthma						
Nutrition						
Fitness & Exercise						
Women's Health						
Men's Health						
Self-Care						
Smoking Cessation						
Weight Management						
Stress Management						
Other:						

208. Are your Wellness and Disease Management Programs accredited? Yes\_\_\_ No\_\_\_ If yes, by which accreditation organization and status achieved?
209. How are network providers made aware of the availability of your Disease Management Program?

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

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

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

	REPORTS	FREQUENCY Monthly, Quarterly or Annually
Enrollment		
Participation		
Utilization (Gyms)		
Health Risk Change (Pre & Post)		
Clinical Outcomes		
Participant Satisfaction		
Claims Savings	<input type="checkbox"/> Medical <input type="checkbox"/> RX <input type="checkbox"/> Diagnosis	
Short-Term Disability		
Absenteeism		
Productivity		
Quality of Life		
ROI		
Administration		
Wellness Savings		
Wellness Impact		

212. List the total employer groups and total members your company provided Disease Management Programs to January 1, 2019 and January 1, 2020. Complete the table below:

Wellness	As of January 1, 2019		As of January 1, 2020	
	Employer Groups	Members	Employer Groups	Members
Nationally				
Florida				
South Florida (Broward, Miami-Dade, Palm Beach)				
Disease Management				
Nationally				
Florida				
South Florida				

213. Are members identified for Disease Management automatically enrolled (requiring them to opt-out if they choose not to participate) or do members identified for Disease Management have to enroll to participate?
214. What are your organization's criteria to discharge/disenroll a member?
215. Provide patient attrition rate (patient disenrolls) for 2018 and 2019 for each Disease Management Program offered.
216. Describe the type and number of staff professionals (PA's, LPN's, RN's and Nurse Practitioners) who will be handling SBBC members. How is the staff assigned to each case? Describe oversight/supervision by physicians.
217. Are patient's physicians notified of the Disease Management care plan? Yes\_\_\_ No\_\_\_ Progress or lack of progress?
218. All members in the Disease Management Program should have a specific nurse manager regardless of whether they are suffering from one or more than one chronic condition. If there are exceptions, explain each.
219. How does your organization measure clinical impact of each Disease Management Program?
220. What conditions will be targeted as part of your proposed Disease Management Program? Are there additional cost for any of the targeted conditions?
221. How will you identify members for participating in your wellness program? Disease management program?
222. How many attempts are made to contract a member to participate in the wellness and/or disease management program?
223. In two pages or less, describe your Quality Assurance program.
224. Provide specific examples as to how your objective measurement and information sharing process has improved clinical and financial outcomes in South Florida over the past two years.
225. Describe the process to share information with providers, facilities and hospitals.
226. What clinical studies were conducted in the past two years?
227. What interventions were put into place to improve outcomes as a result of the clinical studies?
228. Have any providers, facilities and hospitals in South Florida been sanctioned or terminated for quality reasons?  
Yes \_\_\_ No \_\_\_ If yes, describe.
229. Provide a copy of your most recent member satisfaction survey results and indicate the following:
- What percentage of survey participants were very satisfied or extremely satisfied with your plan?
  - Which aspect of your plan's performance received the lowest average satisfaction score?
230. How do you track verbal and written complaints received by your organization?
231. Are you able to report the number and types of complaints (both written and telephonic) received in a calendar year for all plan members (total population) and SBBC members specifically? Yes \_\_\_ No \_\_\_

232. How many verbal and written complaints were received per 1,000 members during 2017, 2018 and 2019?

Year	Number per 1000
2017	
2018	
2019	

233. Are the member grievances/appeals tracked and reported? Yes \_\_\_\_ No \_\_\_\_ If yes, are you able to provide SBBC with a report capturing the number and types of grievances/appeals which are received from SBBC members? Yes \_\_\_\_ No \_\_\_\_

234. Can your plan track and report on customer service activity? Yes \_\_\_\_ No \_\_\_\_

235. Does your plan have a 24-hour toll free number for member services and provider services? Yes \_\_\_\_ No \_\_\_\_ If no, what are the days and hours of operation?

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

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

238. Can you accommodate information from carve-out vendors for ID cards? Yes\_\_ No\_\_ Describe any requirements and limitations.

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

240. Is there a charge for replacement cards? Yes \_\_\_\_ No \_\_\_\_ If yes, what is the charge?

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

242. Describe your 24-hour nurse line. Do you report on usage? Yes \_\_\_\_ No \_\_\_\_

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

Member Service	Target Goal	2018 Actual Performance	2019 Actual Performance
Average Speed of Answer			
Average Length of Call			
First Call Resolution Rate			
Call Abandonment Rate			

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

Member Online Resources	Yes	No	Planned *
Provider Directory			
Links to Physicians' Websites			
Claim Status			
Claims History			



Explanation of Benefits			
Provider Performance Information (Hospital Comparison/Profiles)			
Health Risk Assessment			
Personalized Health Record			
Plan Policies or SPDs			
Receive Personalized Health News/Information			
Health Coaching			
Ask a Nurse/Medical Questions			
Disease Specific Chat Rooms			
File Complaints			
E-mail Member Service			
Order Replacement ID Cards			
Other			

\*Must indicate date of anticipated implementation.

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

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

247. How many providers are investigated each year for fraud and abuse? How many of these providers have been removed from the network? How many dollars have been recovered from these providers?

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

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

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

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

252. What percentage of claims submitted are determined to be "excessive", "abusive", or "of questionable need" from a provider perspective?

- number
- dollars

253. Explain how you integrate patient abuse with provider abuse.

254. Provide a listing of your standard reports that will be provided to SBBC, and at what intervals these reports will be available. Describe how your organization works with members who are identified as having ESRD to encourage enrollment in Medicare once eligible?

In your population in 2017, 2018 and 2019, how many members had an diagnosis that included ESRD (response as xxx members out of a total population of yyy)? Of those, how many enrolled in Medicare?

255. Ad hoc reports shall be available upon request. Will there be an additional charge for these reports? Yes\_\_\_ No \_\_\_ If yes, what is the cost?

256. Describe your implementation process if you are the Awardee(s), including significant deliverables, project manager and timelines for an implementation date of January 1, 2021.
257. Describe your standard banking arrangement for self-funded clients. Include:
- How and when is the account funded?
  - Options you have available for reimbursement frequency and method.
  - The minimum funding balance requirement and its development, and any initial deposit requirements.
258. A description (including any report samples) of the services you can provide SBBC to fund, monitor and reconcile the self-funding account.

### Cost of Services

259. What is your overall network pricing as compared to prevailing Medicare reimbursement for hospitals? for physicians?
260. Do any network contracts include outlier provisions? Yes\_\_\_ No\_\_\_ If yes, explain.
261. Provide hospital cost data for **Broward County Only**.

	2017		2018		2019	
	HMO	HD	HMO	HD	HMO	HD
Average cost per admission						
Average cost per day						
Average discount level						
Average length of stay						
Days per 1000						
Admissions per 1000						

262. Indicate your current 2019 network payment method employed for each type of service/product and network proposed.

Provider Type/Service	Capitation*	DRG/Case Rates	Per Diem	% of Charges	Fee Schedule	Average Cost Per Day or Per Service
Adult Primary Care						
Ambulatory Surgery Centers						
Chiropractic						
Complex Imaging						
Dermatology						
Durable Medical Equipment						
Emergency Room						
Gynecology						
Hospital Based Providers Anesthesia Radiology Pathology Emergency						
Hospital Inpatient Medical/Surgical Intensive Care						

# ATTACHMENT A1

Neonatal Maternity						
Hospital Outpatient Surgical Non-Surgical						
Hospice						
Obstetrics						
Outpatient Laboratory						
Other Specialists						
Pediatric						
Podiatry						
Rehabilitation Facility						
Skilled Nursing Facility						
Transplant Services						
Urgent Care Center						

\*Provide a list of all CPT/Procedure codes that are under the capitated arrangement

263. Hospital Pricing Analysis for **Broward County Only**. Complete the following tables for hospital inpatient and hospital outpatient services based on 2019 data.

## Hospital Inpatient

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

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

## Hospital Outpatient

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

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

264. Complete the CPT list (**Attachment B1**) in full. The rates should be based on average reimbursements for South Florida (Broward, Miami-Dade, and Palm Beach Counties) providers, NOT statewide provider averages. Use reimbursement rates as of January 1, 2020. Have you completed **Attachment B1**? Yes \_\_\_ No \_\_\_
265. Complete the Medical Claims Repricing Worksheet (**Attachment B2**) in full. Use your 2019 contracted rates. Have you completed **Attachment B2**? Yes \_\_\_ No \_\_\_
266. Provide your 2019 per member/per month claim (PMPM) claim cost for **Broward County** for each type of plan offered.

	<b>PMPM – HMO</b>	<b>PMPM – High Deductible</b>
Diagnostic		
Hospital Inpatient		
Hospital Outpatient		
Prescription		
Primary Care (PCP)		
Specialist		

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

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

268. If your quote includes capitated services, include the per employee or per member per month fee for each capitated arrangement. For each capitated arrangement, include the cpt or other procedure or revenue code (etc.) that is included in the capitation along with a description of services such as it covers the actual service such as an office visit, utilization management, pre-authorization, etc.

## **ATTACHMENT A2**

### **Pharmacy Benefit Management Questionnaire**

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

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

**SEE WRITABLE FORMS DOCUMENT**

Questionnaire

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

**Experience and Qualifications Section**

1. Are any drug manufacturers, distributors, or pharmacy organizations in an ownership, day-to-day management or board of director positions with your organization? Yes \_\_\_\_ No \_\_\_\_ If yes, describe.
2. What company/individuals maintain equity in your PBM?
3. How long has your organization been administering PBM services?

Nationally	
Florida	
South Florida	

4. Are you (and any other organization included in your Proposal) accredited by a national accreditation organization? Yes \_\_\_\_ No \_\_\_\_ If yes, what accreditation organization? What is the date of the most recent accreditation status?
5. Provide the enrollment data as requested below:

<b>NATIONAL ENROLLMENT</b>	<b>1/1/2017</b>	<b>1/1/2018</b>	<b>1/1/2019</b>	<b>YTD 2020</b>
Commercial Enrollment				
Medicare Enrollment				
Medicaid Enrollment				
Other Enrollment				
<b>Total Enrollment</b>				
<b>FLORIDA ENROLLMENT</b>	<b>1/1/2017</b>	<b>1/1/2018</b>	<b>1/1/2019</b>	<b>YTD 2020</b>
Commercial Enrollment				
Medicare Enrollment				
Medicaid Enrollment				
Other Enrollment				
<b>Total Enrollment</b>				
<b>SOUTH FLORIDA ENROLLMENT</b>	<b>1/1/2017</b>	<b>1/1/2018</b>	<b>1/1/2019</b>	<b>YTD 2020</b>
<b>(Broward, Miami-Dade, Palm Beach)</b>				
Commercial Enrollment				
Medicare Enrollment				
Medicaid Enrollment				
Other Enrollment				
<b>Total Enrollment</b>				

## ATTACHMENT A2

6. What percent of your Florida enrollment in 2019 and 2020 is from public sector clients? What percentage is fully-Insured vs. self-funded?

Florida Enrollment	Total Enrollment	2017 % of Public Sector	2018 % of Public Sector	Percent of Fully-Insured	Percent of Self-Funded
Commercial Enrollment					
Medicare Enrollment					
Medicaid Enrollment					
Other Enrollment					
<b>Total Enrollment</b>					

7. Provide references for your five (5) largest self-funded pharmacy clients (government preferred), by enrollment, for South Florida (Broward, Miami-Dade, and Palm Beach Counties) using the following format:

Employer Name	Total Number of Employees in South Florida	Number of Employees Enrolled in Your Plan(s)	Date Services Commenced	Contact Person	Address	Phone Number	Email Address
1.							
2.							
3.							
4.							
5.							

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

Employer Name	Total Number of Employees in South Florida	Date Services Terminated	Reason for Termination	Contact Person	Address	Phone Number	Email Address
1.							
2.							
3.							

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

10. Describe Proposer's past performance and experience, specifically for groups with over 10,000 employees.

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

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

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

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

If yes, who is the underwriter?

What is the expiration date of the policy?

What are the limits and coverage for the policy?

What is the deductible?

What are the co-annual aggregate funds held for all clients?

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

### Scope of Services

16. Confirm your organization can administer all current benefits with a Health Savings Account? Yes \_\_\_ No \_\_\_ Provide any deviations to covered services, limitations/exclusions and system limitations in **Attachment D**. Failure to disclose deviations that contribute to additional claims cost may result in the Awardee(s) being financially liable for the additional claims cost. If you are proposing a Pharmacy Medicare product as an option, please provide a detailed outlined of the benefits that would be covered.

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

18. Are the following plan design elements available:

Calendar year deductible? Yes \_\_\_ No \_\_\_

Calendar year deductible followed by percentage co-pay? Yes \_\_\_ No \_\_\_

Calendar year deductible followed by percentage co-pay with an out-of-pocket maximum (single and family)? Yes \_\_\_ No \_\_\_

Flat dollar co-pay generic, percentage co-pay brand? Yes \_\_\_ No \_\_\_

OTC Drugs coverage as tier one or tier two? Yes \_\_\_ No \_\_\_

Co-payment based on Lifestyle changes? i.e. cholesterol levels, weight loss, etc. Yes \_\_\_ No \_\_\_

Three-tier co-pay: flat dollar for generic, flat amount or percentage for multi-source, flat amount or percentage for single source? Yes \_\_\_ No \_\_\_

The greater of a flat dollar amount or percentage co-pay (e.g., greater of \$10 or 20%)? Yes \_\_\_ No \_\_\_

Cash and carry reimbursement (managed indemnity)? Yes \_\_\_ No \_\_\_

100% member co-Pay at the point of sale (discount card)? Yes \_\_\_ No \_\_\_

Four tier program with specialty Rx Yes \_\_\_ No \_\_\_



Fifth Tier Program for lifestyle drugs Yes \_\_\_ No \_\_\_

Separate deductibles within therapy classes Yes \_\_\_ No \_\_\_

Co-payment based on quantity for certain products i.e. Bottles of Insulin, Pain Meds, PRN meds or any other medication where the dose may vary each day. Yes \_\_\_ No \_\_\_

Mail order Co-pays at 2X retail, 2.5 X retail and 3 X retail available? Which do you recommend and why? Yes \_\_\_ No \_\_\_

19. Explain how out-of-network claims are processed. If extra charges explain what the charge are. Yes \_\_\_ No \_\_\_
20. Can pharmacies access your service representatives 24 hours/day? Yes \_\_\_ No \_\_\_ If no, what hours are available? Is a pharmacist available 24 hours a day? Yes \_\_\_ No \_\_\_ Explain any IVR system and how it works with the pharmacies.
21. Can certain drugs be limited to a specific diagnosis, specific specialty or require pre-authorization or step-therapy? Yes \_\_\_ No \_\_\_ Can certain drugs be limited to certain quantities and certain length of therapy? Yes \_\_\_ No \_\_\_
22. Is your pre-authorization process administered in-house or by a third party? In-House \_\_\_ Third Party \_\_\_ Do you have Administrative pre-auths and clinical pre-auths? Yes \_\_\_ No \_\_\_ How are they different? What are the charges for each? Yes \_\_\_ No \_\_\_
23. Can you administer plans that include non-Federal Legend (OTC) drugs? Yes \_\_\_ No \_\_\_ Can you place on first, second or third tier? Yes \_\_\_ No \_\_\_
24. Do you have the ability to provide a coordination of benefit (COB) provision? Yes \_\_\_ No \_\_\_ If yes, explain. Are there any charges for this process?
25. If a drug is denied or not covered explain how medical necessity is determined and then managed. Yes \_\_\_ No \_\_\_
26. How many Pharmacists do you currently employ? How many are Pharm.D's? What positions do they hold in the company? Please be specific. Differentiate clinical, account management and executive positions.
27. What is the fee per claim for paper claim filing? Describe the Paper claim process.
28. Do you have your own mail service prescription drug program? Yes \_\_\_ No \_\_\_ If yes, is it fully integrated with your retail network?
29. Do you subcontract with an outside mail service vendor? Yes \_\_\_ No \_\_\_ If yes, which mail service vendor do you use and how is mail order integrated with your retail program?
  - a) Is the mail service plan integrated with your retail program for utilization review and reporting? Yes \_\_\_ No \_\_\_
  - b) Is the mail service plan integrated with your retail program and eligible for formulary rebates? Yes \_\_\_ No \_\_\_
30. At what capacity are your mail services? If more than one location, give the capacity at each location.
31. Explain your disaster plan for your mail operation. Explain what will happen if your mail facility cannot process prescriptions.

32. Where is your mail service facilities located?
33. What is the guaranteed turnaround time for “clean” mail services prescriptions? Explain how the turnaround time is calculated? Date stamp on receipt or when it arrives in pharmacy? Please be specific.
34. What is the average turnaround time for “non-clean” Rx’s? ( those prescriptions that require an additional interaction)
35. How many Rx’s go through your mail system each year? Please provide prescription accuracy percentages for your mail service program (please provide for the past 2 years). What strategies do you utilize to improve your accuracy going forward?
36. What standard usage percentage do you use for mail order refills? Explain why you use that percentage. Can this percentage be specified to SBBC? Yes \_\_\_ No \_\_\_
37. How do you determine days’ supply on topical products, insulin, PRN medications and any other medication where the dose can vary at each therapy occurrence for mail order?
38. What is the standard minimum and maximum days’ supply available through your mail order program? Can you fill a day Rx at mail and at retail? Yes \_\_\_ No \_\_\_
39. Do you support a 90 day at retail program? Yes \_\_\_ No \_\_\_ Please include your average pricing for this program including rebates.
40. Describe your Specialty Pharmacy Program including its integration with your traditional mail and retail programs. How would you integrate with SBBC’s medical plan?
41. Please provide book of business pricing per unit and per day (and other specified information) for the past 6 months as of January 2020 for the top drugs contained in **Attachment C1** provide just the ingredient cost information- exclude rebates, dispensing fees, admin fees, co-pay’s, and taxes. Did you complete **Attachment C1**? Yes \_\_\_ No \_\_\_
42. Maximum Allowable Cost (MAC) program
  - How is MAC pricing established?
  - Is MAC pricing the same or better at mail then retail
  - Are various MAC pricing levels available or do you have only one set of MAC pricing? Yes \_\_\_ No \_\_\_ If more than one explain why.
  - Of the total generics available on the market what percentage of those are on your MAC list.
  - How many drugs are on your MAC list? Define by number of GPI’s and NDC’s.
  - How is it updated? How frequently?
  - Provide your full MAC list by GPN or GPI in an excel format.
43. What is your MAC program baseline discount? Do you guarantee? Yes \_\_\_ No \_\_\_
44. How often does your MAC pricing baseline change? Be Specific.

45. Do you use a maximum reimbursement amount and is it different than a MAC? Explain how.
46. If claim is rejected is there any additional administrative charge and if so who is charged?
47. Do you utilize a U&C clause in your contracts with network pharmacies? Yes \_\_\_ No \_\_\_ If yes, do the claims still adjudicate through the system? Is the payer charged a dispensing fee? Yes \_\_\_ No \_\_\_
48. Do you have a U&C in the mail service? Yes \_\_\_ No \_\_\_ Is there a U&C with a 90 day at retail program? Yes \_\_\_ No \_\_\_
49. Describe how you work with the network pharmacies to increase generic utilization. Describe any incentives or fees paid to the network pharmacies to increase utilization.
50. In a MAC program, explain how DAW-1 and DAW-2 prescriptions are expensed to the Plan participant under:
- A mandatory generic program.
  - A non-mandatory generic program.
51. Under any circumstances does the patient get penalized if the pharmacy is out of stock of a generic under your mandatory generic program?
52. Which pricing guide do you use for brand AWP? How often do you update pricing in your system?
53. Does the contract pricing negotiated with pharmacies allow your organization to keep the differential between the contracted amount and the amount billed to the client (spread pricing)?
- If your organization keeps the differential, please identify the pricing your organization negotiates with the pharmacies in each of the respective networks under review.
54. Do you employ any negative spread in your retail brand discounts? Yes \_\_\_ No \_\_\_
55. Do you employ any negative spread in your retail dispensing fees? Yes \_\_\_ No \_\_\_
56. Does your mail service re-package any medications and then use a different NDC to increase reimbursement? Yes \_\_\_ No \_\_\_
57. What additional charges (ex. Clinical programs, ad hoc reports) are included in your proposal?
58. List your generic strategy and specific programs to encourage the use of generic medications. How will your company increase generic fill rates to take advantage of the multiple products going generic over the next three years?
59. Will you guarantee a generic utilization percentage? Yes \_\_\_ No \_\_\_ What data will you need to develop a guarantee? How long is the guarantee?
60. Do you have a step therapy program to increase generic penetration rates within certain therapy classes and if so what classes? Yes \_\_\_ No \_\_\_

61. Do the financial assistance programs that buy down the members co-pay get applied to the members out of pocket maximums and /or deductibles? Yes \_\_\_ No \_\_\_
62. How is your prescription formulary developed and administered?
63. Are the formularies based on the lowest cost prescriptions available? Yes \_\_\_ No \_\_\_ If no, describe how the financials are calculated into the preferred and non-preferred products.
64. Do you offer a closed formulary or generic only formulary? Yes \_\_\_ No \_\_\_
65. What types of open or restrictive formularies are available?
66. Do all drug manufacturers whose products are listed as preferred in your formulary provide rebates? Yes \_\_\_ No \_\_\_ What percentage of preferred products has rebates?
67. Do any non-preferred products get rebates? Yes \_\_\_ No \_\_\_ What percentage?
68. What percentage of total formulary products has rebates?
69. How are the rebates shared with the plan sponsor?
- Are the rebate dollars paid to the plan sponsor via check or are credits given retrospectively or prospectively?
  - Can you pay rebates at point of service?
  - Do You have a 100% pass through
  - Do you have a shared rebate program? Please describe.
  - Do you have a program where you retain rebates for administrative and or other fees?
70. Explain the structure and function of your Pharmacy and Therapeutics Committee. How often does your Pharmacy & Therapy (P&T) committee meet and how often does a therapy class get reviewed?
71. How do you report rebates to the client? Are audits available? Yes \_\_\_ No \_\_\_ If yes, how are they done? Are audits down to the drug level or only to the aggregate rebate level? Yes \_\_\_ No \_\_\_
72. Do you have an individual at your company who manages the formulary and if so what is his/her name and qualifications?
73. How long after plan inception are the first rebate shares paid and in what intervals thereafter?
74. Assuming rebates are paid per unit are retail and mail prescriptions paid at the same level? Yes \_\_\_ No \_\_\_ If no, explain why.
75. Can specific formularies be developed for SBBC? Yes \_\_\_ No \_\_\_ Will this custom formulary affect rebate rates? Yes \_\_\_ No \_\_\_
76. Do you share rebates on specialty (injectable) medications? Yes \_\_\_ No \_\_\_ If yes, please indicate either the number of product rebate contracts or the percentage by Dollar volume of specialty products that do receive rebates.
77. Do you guarantee rebate dollars per claim retail and mail? Yes \_\_\_ No \_\_\_ Rebate dollars per brand claims only or rebates per member per month or any other rebate formula?
78. Do you accept any rebates administrative fees Yes \_\_\_ No \_\_\_ if yes, what is the average percentage?

79. Do you accept any commissions, therapeutic interchange fees, communication fees or any other fees or payments from Pharmaceutical companies? Yes \_\_\_ No \_\_\_
80. Do all network pharmacies have the same contract rates? Yes \_\_\_ No \_\_\_ If no, explain how contracts are negotiated and developed.
81. Do you have pass through network pricing available? Yes \_\_\_ No \_\_\_
82. Do you or can you develop custom networks? Yes \_\_\_ No \_\_\_
83. Can you manage an in network and out of network plan design for pharmacies? Yes \_\_\_ No \_\_\_
84. What percentage of your pharmacy network is online? If not 100% explain.
85. How many claims do you process per month? What is your capacity?
86. Do you run geo-access models to determine percentage of members within a given radius? Yes \_\_\_ No \_\_\_
87. In the 2019, what percent of claims were rejected?
88. Please give historic data on rejected claims for 2018 and 2019 by category and give the percentage for each as a percent of all claims submitted.
89. Can a client request a pharmacy be added to the network? Yes \_\_\_ No \_\_\_ If yes, how long does it take to become fully operational where Rx's can be filled there under SBBC's plan?
90. What is the mechanism for plan members to request network pharmacy additions? Is there a phone number?
91. How frequently are pharmacies paid? How are they paid?
92. Are pharmacies paid what SBBC is billed? Yes \_\_\_ No \_\_\_
93. Do you re-negotiate pharmacy contracts? Yes \_\_\_ No \_\_\_ How long is the normal pharmacy contract? How does that new contract affect your existing clients if there is an increase in discounts?
94. How do you manage the quality of services provided by your network pharmacies? How does a client report a service issue? How often are pharmacies reviewed? How many pharmacies were removed from your network last year and why?
95. Do you participate in pharmacy withholds? Yes \_\_\_ No \_\_\_ If yes, are copies of pharmacy remittances available for audit?
96. Do you pay fees or provide reimbursement to any of the following:
- Physicians- Formulary Compliance? Generic Rx rate? Other? Yes \_\_\_ No \_\_\_
- General agents? Marketing fees, survey fees? Yes \_\_\_ No \_\_\_
- Insurance agents/brokers/consultants? Commissions? Yes \_\_\_ No \_\_\_
- Pharmacy consultant service fees? Yes \_\_\_ No \_\_\_

Marketers? Yes \_\_\_ No \_\_\_

Pharmaceutical manufacturers Yes \_\_\_ No \_\_\_

Pharmacies? Other than dispensing fees. Yes \_\_\_ No \_\_\_

Insurers, third party administrators? Yes \_\_\_ No \_\_\_

Switch operators? Envoy, NDC, etc.? Yes \_\_\_ No \_\_\_

Electronic Processors? Yes \_\_\_ No \_\_\_

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

97. Does your plan have a 24-hour toll-free number for member services? Yes \_\_\_ No \_\_\_ Is it an IVR or does a real person answer? If no, what are your hours of operation?
98. Does the mail order program offer an online method to order refill prescriptions and explain how it functions. Yes \_\_\_ No \_\_\_ Does the program offer email reminders on prescription refills? Yes \_\_\_ No \_\_\_
99. Can members review their preferred drug listing (formulary) on-line? Yes \_\_\_ No \_\_\_
100. Does the member get a comparative list of medications to those they are taking that indicates lower cost alternative products are available? Yes \_\_\_ No \_\_\_ Does the program show the cost savings for the member? Yes \_\_\_ No \_\_\_ For the plan? Yes \_\_\_ No \_\_\_ Is this available online? Via a letter to member? Via a letter to the physician?
102. Do you offer on-line eligibility maintenance for all clients? Yes \_\_\_ No \_\_\_  
  
If so, is there a charge?  
  
Is there a charge for hard copy maintenance?  
  
Explain how it works  
  
How often can changes be made?
103. How do you ensure that terminated members are removed from coverage? Will their client be held accountable for any charges if a terminated member receives benefits?
104. Are employees and dependents listed separately? Yes \_\_\_ No \_\_\_ Can their pharmacy utilization be reported separately? Yes \_\_\_ No \_\_\_ How do you manage multiple dependents with the same birthday? (Twins, Triplets, etc.)
105. Since eligibility is determined online at point of sale, do you have a 1-800 number the member can call if there is problem? Yes \_\_\_ No \_\_\_ Are dependents listed by name on the pharmacy card? Yes \_\_\_ No \_\_\_ Or is only the employee listed on the card?
106. How often is membership updated? Can the membership be updated online by SBBC? Yes \_\_\_ No \_\_\_ Can this be done daily? Yes \_\_\_ No \_\_\_
107. Are there any charges for membership cards? How many are included initially?

108. What is the maximum number of Rx cards allowed per family without any additional card production charges?
109. Can integrated ID cards be developed with a Medicare Part D plan? Yes \_\_\_ No \_\_\_
110. Can you report Rx savings each month with billing statement? Yes \_\_\_ No \_\_\_
111. What are your reporting capabilities? Please attach a portfolio of all available reports. Each should have a short description.
112. Which reports are provided as standard? How often are they generated?
113. What is the fee for non-standard report production? Is this fee generated on a fixed cost per report or billed on an hourly basis? Give examples of non-standard reports.
114. How long does it take to get requested non-standard reports? What is the process to request a non-standard report?
115. Are reports available online? Yes \_\_\_ No \_\_\_ How many people can get access? Can the client request their consultant have online accessibility? Yes \_\_\_ No \_\_\_ Is there a charge for online accessibility? Yes \_\_\_ No \_\_\_ Any special computer specifications needed to get online reports?
116. How often are reports provided and can they be reported by division, location, department or union subdivision within a single employer group at no additional charge?
117. Are paper and electronic claims all included in the reports? Yes \_\_\_ No \_\_\_
118. Does SBBC have the ability to access your database in real time for purposes of adds/deletes, tracking plan experience, utilization patterns, and other available plan information?
119. How is this ability provided? Is there any additional charge to SBBC? Yes \_\_\_ No \_\_\_ What is the minimum size group for this service?
120. How can client reports be provided? CD, Disk, and paper? Is there any additional charge for this? Yes \_\_\_ No \_\_\_ How often are reports generated?
121. How is data benchmarked for SBBC? Are their geographic and demographic benchmarks?
122. Is your reporting system capable of reporting single/couple/family membership participation on a month-to-month basis?
123. Do you own your electronic claims adjudication system or do you contract with an outside vendor? Yes \_\_\_ No \_\_\_ If yes, whom?
124. Do you track and monitor prescription utilization outliers? Yes \_\_\_ No \_\_\_
  - Physicians
  - Pharmacists

125. Please describe your all clinical cost management programs and do you include any of the following:

fungal

Appropriateness of use

Daily Average Consumption

Gastrointestinal

Generic Solutions

Maximum Daily Dose

Migraine

NSAIDs

PAIN medication

Substance Abuse

126. Do you report clinical savings each month? Yes \_\_\_ No \_\_\_ Can you guarantee savings? Yes \_\_\_ No \_\_\_

127. Do you conduct pharmacy audits? Yes \_\_\_ No \_\_\_ If yes, what percent of claims and/or pharmacies are audited on an annual basis? What is the average amount recovered in an audit?

128. Does your company hire external auditors? Yes \_\_\_ No \_\_\_ How do they charge for the service?

129. What is the distribution of the money recovered as a result of either claims or pharmacy audits?

130. How do you manage specialty/Injectable drugs? Do you own your own specialty pharmacy? Yes \_\_\_ No \_\_\_ Do you rent specialty pharmacy services? Yes \_\_\_ No \_\_\_ Who is your vendor? How long is your contract with that vendor?

131. Please provide your Injectable drug/specialty drug list in an excel format with your recommendations for coverage.

132. Please provide your top specialty drug list.

133. Provide a complete specialty pharmacy list with discounts.

134. Do you provide administrative Prior authorization as part of the basic package? Yes \_\_\_ No \_\_\_

135. Do you provide clinical prior authorizations and what is the charge for this service?

136. Do you have step therapy programs? Yes \_\_\_ No \_\_\_ Please describe how the program works?

137. Can you do a step therapy program within a specific therapy class? Yes \_\_\_ No \_\_\_

138. Complete Attachment C1 Formulary Disruption Worksheet. Have you completed **Attachment C1**? Yes \_\_\_ No \_\_\_



139. With which transaction ("Switch") company does your network contract?

ENVOI

NDC

GCC

Argus

Or can your company also function as a "switch"

140. Are all switching charges paid by the pharmacies? Yes \_\_\_ No \_\_\_ Are there any exceptions? Yes \_\_\_ No \_\_\_

141. Do you sell, distribute or provide any claims data and client information to outside vendors? Yes \_\_\_ No \_\_\_ If yes, describe.

142. Is your PBM or any part of your PBM in the process of being sold, merged or disbanded?

143. Please provide a copy of your service fee agreement.

144. Do you own or outsource your specialty pharmacy? Own \_\_\_ Outsource \_\_\_

145. If you own your own specialty pharmacy, what is the name of the company and where is it located?

146. What are the hours of operation for dispensing specialty medications? What is the clinical pharmacist or other medical personnel responsible for questions, hours of operation?

147. If you outsource your specialty pharmacy what is the name of the company and where is it located?

148. Can the prior authorizations relating to specialty drugs be customized? Yes \_\_\_ No \_\_\_

149. Are rebates collected and shared on specialty drugs? Yes \_\_\_ No \_\_\_ What is the average percentage rebate for specialty drugs?

150. Does that change if through exclusive network? Yes \_\_\_ No \_\_\_

151. Are biosimilar (generic specialty drugs) subject to a MAC list? Yes \_\_\_ No \_\_\_

152. How many co-payment tiers can you manage for specialty drugs? What do you recommend?

153. Describe the quality control process of your specialty pharmacy operation in the drug delivery and information delivery process.

154. Describe how you can handle international shipments?

155. Describe how you handle lost shipments.

	Term	Definition	PBM Response (Yes, No)	Explanation (if answer is no)
1	Administrative Fee	"Administrative Fee" shall mean the amount per final net paid claim, if any, payable to PBM for the performance of services. Administrative fees are exclusive and separate from any ingredient cost dispensing fees, pharmacy related fees, ancillary service fees, or optional service fees, if any, payable to the PBM.		
2	Authorized Generics	"Authorized Generics" shall mean prescription drugs that are produced by an innovator (i.e., the brand manufacturer) under a New Drug Application (NDA), or licensed to be produced by a generic company under the New Drug Application (NDA), and are marketed, sold and/or distributed as generics under private label. Further, an Authorized Generic is identical to its brand counterpart in dosage form, safety, strength, route of administration, intended use, active and inactive ingredients and, as applicable, size, shape, color, taste, smell and mouth feel.		
3	AWP	"Average Wholesale Price" or "AWP" shall mean the "average wholesale price" for a Covered Product based on the most current pricing information published by MediSpan for the date and time the Covered Product is dispensed by the Pharmacy. The AWP of a Covered Product will be the AWP unit price as published by MediSpan for the eleven (11) digit NDC. PBM shall not allow adjudication of NDCs of licensed re-packagers where the data source identifies the licensed re-packagers AWP is greater than the original pharmaceutical AWP. PBM shall update AWP data no less than weekly.		
4	Biosimilar Drug	"Biosimilar Drug" shall mean a type of biological product that is licensed (i.e., approved) by the Food and Drug Administration (FDA) because the product is highly similar to an already FDA-approved biological product, known as the reference product, and has been shown to have no clinically meaningful differences from the reference product. For purposes of this Agreement and this definition, a Biosimilar Drug also shall include an "interchangeable biological product" which, in addition to meeting the bio similarity standard, is expected to produce the same clinical result as the reference product in any given patient. Biosimilar Drugs are determined by the FDA from time to time and listed in the FDA's Purple Book (presently found at: <a href="http://www.fda.gov/Drugs/DevelopmentApprovalProcess/HowDrugsareDevelopedandApproved/ApprovalApplications/TherapeuticBiologicApplications/Biosimilars/ucm411418.htm">http://www.fda.gov/Drugs/DevelopmentApprovalProcess/HowDrugsareDevelopedandApproved/ApprovalApplications/TherapeuticBiologicApplications/Biosimilars/ucm411418.htm</a> ) Biosimilar Drugs are Brand Drugs, unless they are required to be classified as Generic Drugs under CMS regulations or FDA standards.		
5	Brand Drug	"Brand Drug" shall mean a Covered Product that is defined by MediSpan as a "M", "N", "O", with exception of Authorized Generics as defined in this RFP. The Parties agree that when a drug is classified as a Brand Drug, it shall be considered a Brand Drug for all purposes under the Agreement, including adjudication, therapeutic classification, pricing and all related guarantees.		
6	Claims	"Claims" shall mean those claims processed for payment for Eligible Members.		
7	Compound	"Compound" shall mean a Prescription where two or more solid, semi-solid, or liquid medications are mixed together. The end product must not be available in an equivalent commercial form. The product will not be considered a Compound Drug if it is reconstituted or if, to the active ingredient, only water, alcohol, flavoring, coloring, or sodium chloride solutions are added. Compound Drugs shall be priced using the NCPDP D.0 standard which shall capture each ingredient used in the medication.		
8	Covered Product	"Covered Product" means those prescription drugs, supplies, devices, and any other related products or services, and other items that are covered under the Plan, each as indicated as covered on the Set-Up Forms. For avoidance of doubt, this shall include over the counter products and vaccines.		

	Term	Definition	PBM Response (Yes, No)	Explanation (if answer is no)
9	Custom Formulary	"Custom Formulary" shall mean the list of pharmaceutical products and supplies, quantity limits, prior authorization guidelines, and clinical guidelines for detailing coverage of such products, which is developed and approved by CLIENT's Pharmacy and Therapeutics Committee.		
10	Dedicated	"Dedicated" shall mean those PBM employees or resources that are 100% of the time working on CLIENT services.		
11	Designated	"Designated" shall mean those PBM employees and resources that must prioritize work for Client services.		
12	Dispensing Fee	"Dispensing Fee" shall mean the service fee or amount payable to a pharmacy to cover the cost of dispensing a Covered Product. The Dispensing Fee is added to the discounted AWP or MAC. No Dispensing Fee is added to the U&C.		
13	Eligible Member	"Eligible Member" shall mean a person covered under any CLIENT Plan.		
14	Eligible Member Cost Share	"Eligible Member Cost Share" shall mean the amount which an Eligible Member is required to pay for a prescription drug in accordance with the Plan Design Document. Eligible Member Cost Share includes any coinsurance (the percentage or portion of the cost of care or service that an Eligible Member may be obligated to pay for a Covered Product at the time the care and/or service is provided), copayment/ copay (the fixed dollar amount that an Eligible Member may be obligated to pay for a Covered Product at the time the Covered Product is provided), or deductible (the amount of out-of-pocket expenses that an Eligible Member is responsible to pay for Covered Product prior to being eligible to receive benefits from Client's Plan).		
15	Employer Group Waiver Plan (EGWP)	"EGWP" shall mean a group Medicare Part D prescription drug plan option that is offered to retirees who have been promised prescription drug coverage as part of their Other Post-Employment Benefits (OPEB).		
16	ESRD Covered Products	"ESRD Covered Products" shall mean those separately billable End Stage Renal Dialysis (ESRD) drugs and/or ESRD related drugs that are included in the bundled payment to a dialysis or other facility that treats ESRD that are covered under CLIENT's Medicare Plan and not as a Part D Covered Product.		
17	Formulary	"Formulary" shall mean the list of pharmaceutical products and supplies, quantity limits, prior authorization guidelines, and clinical guidelines for detailing coverage of such products. For Medicare Part D, the "Formulary" is developed and approved by the PBM's Pharmacy and Therapeutic Committee and adopted by CLIENT. For Medicaid and Commercial lines of business, the "Formulary" may be developed and approved by the PBM's P&T Committee and/or CLIENT's P&T Committee.		
18	Generic Drug	"Generic Drug" shall mean a drug as defined by MediSpan as a "Y". Generic Drugs also shall include Brand Drugs that are treated as "house" generic drugs (DAW5) by the Participating Network Pharmacy, Single Source Generic Drugs, and Authorized Generics. . The Parties agree that when a drug is classified as a Generic Drug, it shall be considered a Generic Drug for all purposes under the Agreement, including adjudication, therapeutic classification, pricing and all related guarantees.		
19	Ingredient Cost	"Ingredient Cost" shall mean the component of the price that represents the cost of the Covered Product, excluding the Dispensing Fee and taxes.		
20	Limited Distribution Drug (LDD)	"Limited Distribution Drug" (LDD) shall mean a Specialty Drug that is used to treat conditions affecting only a small group of patients across several disease states, (i.e., oncology, growth hormone treatments, and multiple sclerosis) and refers to injectable, infusion, and other specialty products, whose dispensing is restricted by the pharmaceutical manufacturer to only 3 or fewer pharmacies.		

	Term	Definition	PBM Response (Yes, No)	Explanation (if answer is no)
21	Limited Distribution Drug (LDD) Pharmacy	"LDD Pharmacy" shall mean a licensed pharmacy authorized by pharmaceutical company to dispense the LDD injectable, infusion, and other specialty products.		
22	MAC	"Maximum Allowable Cost" or "MAC" means the unit price that has been established PBM for a Brand or Generic product included on PBMs MAC List, which may be amended from time to time by PBM.		
23	Mail Order Pharmacy	"Mail Order Pharmacy" shall mean a duly licensed pharmacy that primarily dispenses prescriptions (but not primarily Specialty Products) through mail delivery service that is contracted with and/or owned or operated by the PBM.		
24	NDC-11	"NDC-11" shall mean the full National Drug Code.		
25	Part B Covered Products	"Part B Covered Product(s)" shall mean those prescription drugs, supplies, Specialty Products (if applicable), and other items that are covered under the Plan, each as indicated on the Set-Up Forms, that are included in the coverage for managed Medicare pursuant to CLIENT's contract with CMS and which are covered by Part B. Determination of whether prescription drugs, supplies, Specialty Products (if applicable), and other items are Part B Covered Product shall base upon CMS sub-regulatory guidance, including Chapter 6 of the Medicare Prescription Drug Benefit Manual, Chapter 15 of the Medicare Benefit Policy Manual and Chapter 20 of the Medicare Claims Processing Manual. A Part B Covered Product is a Covered Product that can generally be administered under one of the following settings and payment methodologies: (1) drugs billed by physicians and typically provided in physicians' offices (such as chemotherapy drugs); (2) drugs billed by pharmacy suppliers and administered through durable medical equipment (DME), such as respiratory drugs given through a nebulizer; (3) drugs billed by pharmacy suppliers and self-administered by the patient (such as immunosuppressive drugs and some oral anti-cancer drugs); and (4) separately billable drugs provided in hospital outpatient departments. PBM shall offer processing of claims for Medicare Part B Covered Product and diabetic supplies for CLIENT if requested in a manner that is compliant with Medicare Part B requirements at Pass-Through rates.		
26	Part D Covered Products	"Part D Covered Product(s)" shall mean those prescription drugs, supplies, Specialty Products (if applicable), and other items that are covered under the Plan, and shall include non-prescription drugs and medical supplies, if applicable, that are included in the coverage for managed Medicare 241,719,622v13 pursuant to CLIENT's contract with CMS under the Medicare Prescription Drug Benefit Program set forth in Part D of the Medicare Prescription Drug, Improvement and Modernization Act of 2003 and the regulations promulgated thereunder, as amended and revised. Pursuant to Chapter 6 of the Medicare Prescription Drug Benefit Manual, a Covered Product under Part D, is a Covered Product that is available only by prescription, approved by the Food and Drug Administration (FDA) (or is a drug described under section 1927(k)(2)(A)(ii) or (iii) of the Act), used and sold in the United States, and used for a medically accepted indication (as defined in section 1927(k)(6) of the Medicare Managed Care Act "the Act"). A Part D Covered Product includes prescription drugs, biological products, insulin as described in specified paragraphs of section 1927(k) of the Act, vaccines licensed under section 351 of the Public Health Service Act and for vaccine administration on or after January 1, 2008, its administration. The definition also includes medical supplies directly associated with delivering insulin to the body, including syringes, needles, alcohol swabs, gauze, and insulin injection delivery devices not otherwise covered under Medicare Part B, such as insulin pens, pen supplies, and needle-free syringes.		
27	Prescription Drug Services	"Prescription Drug Services" shall mean those Covered Products and related services, which are prescribed by a Prescriber and dispensed, furnished or administered to Eligible Members by pharmacies or other authorized health care providers.		
28	Rebates	"Rebates" shall include base, incentive, portfolio, market share rebates, manufacturer administrative fees, price protection, value-based remuneration, indication-based remuneration, and all other monies collected by PBM (or its Affiliates, intermediaries, or rebate aggregators) for CLIENT from various pharmaceutical companies that are attributable to Covered Products dispensed to its CLIENT members.		

	Term	Definition	PBM Response (Yes, No)	Explanation (if answer is no)
29	Retail Network Pharmacy	"Retail Network Pharmacy" shall mean any licensed pharmacy, including Retail Pharmacies, I/T/U Pharmacies, pharmacies operated by federally qualified health centers and rural health centers, Long-Term Care Pharmacies, and Home Infusion Pharmacies, with which PBM has contracted to participate in one or more pharmacy networks. No Mail Pharmacy or Specialty Pharmacy is considered a Network Pharmacy.		
30	Single Source Generic Drugs	"Single Source Generic Drugs" shall mean those Generic Drugs that are provided by only one manufacturer, including generics with limited availability, exclusivity, or competition, including Authorized Generics. When a drug is identified as Single Source Generic Drug, it shall be considered a Generic Drug for all purposes under this Agreement, including adjudication, therapeutic classification, pricing, and all guarantees.		
31	Specialty Drug	"Specialty Drug" shall mean a Covered Product that: (a) is injected, infused, orally or topically administered, or inhaled for the ongoing treatment of complex, chronic conditions; (b) requires extensive patient education, risk assessment, mitigation strategies, and/or clinical monitoring; (c) may require temperature-controlled shipping or other special handling and careful adherence to treatment; and (d) meets CMS Requirements for placement on the Specialty Tier in a Medicare Formulary, if applicable. A Covered Product determined by PBM to be a Specialty Drug under the Agreement will be considered a Specialty Drug for all purposes under the Agreement, including for purposes of adjudication, therapeutic classification, pricing, Rebates, and guarantees.		
32	Specialty Drug List	"Specialty Drug List" shall mean an agreed upon list of Specialty Drugs.		
33	Specialty Network Pharmacy	"Specialty Network Pharmacy" shall mean a pharmacy network or individual pharmacy that primarily dispenses Specialty Drugs and provides Specialty Pharmacy Services.		
34	True Out-of-Pocket Cost or TrOOP	"TrOOP" shall mean expenses incurred by an Eligible Member on behalf of a Member for Part D Covered Products, such as a deductible or other cost sharing amount for Part D Covered Products.		
35	Usual and Customary Price or U&C	"Usual and Customary" or "U&C" shall mean the lowest price, including any Dispensing Fee, a pharmacy would charge a particular customer without any insurance coverage, if such customer were paying cash for the identical drug on the date dispensed. This includes any applicable discounts, including, but not limited to senior discounts, frequent shopper discounts, and other special discounts offered to customers.		
36	Zero Balance Claim or Zero Balance Due	"Zero Balance Claim" or "Zero Balance Due" shall mean a claim for which there is no balance due from the CLIENT.		

## Cost

156. Have you completed **Attachment C1** Pharmacy Workbook Template? Yes\_\_\_ No\_\_\_

157. Provide a listing of standard programs and services that are included in your base pricing arrangement.

158. Do you provide guaranteed discounts for retail brand and generic medications? Yes \_\_\_ No \_\_\_

159. Do you provide guaranteed discounts for mail brand and generic medications? Yes \_\_\_ No \_\_\_

160. Do you charge an administrative fee? Yes \_\_\_ No \_\_\_

161. Is your pricing Transparent or traditional or a hybrid? Transparent\_\_\_ traditional\_\_\_ hybrid\_\_\_ Please describe and differentiate.

162. Provide a listing of additional services and their applicable costs.

## **ATTACHMENT B**

**B1 - CPT Codes**

**B2 - Medical Claims Repricing Worksheet**

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

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

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

# **ATTACHMENT B1**

## **CPT Codes**

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

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



# **ATTACHMENT B2**

## **Medical Claims Repricing Worksheet**

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

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

## **ATTACHMENT C**

**C1 - Prescription Workbook Template**

**C2 - Generic Tier 1A Drug List**

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

**For your convenience, Attachments C1 and C2 are ONLY available as a separate downloadable document in a useable Microsoft Excel format**

# **ATTACHMENT D**

## **D - Current Plan Designs**

HMO Plans – Premier Plus and Premier Options

Premier Choice High Deductible Option

Kids Plans – Basic and Enhanced

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

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

# **ATTACHMENT E**

## **Financial Response Form**

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

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

**SEE WRITABLE FORMS DOCUMENT**

## FINANCIAL RESPONSE FORMS – SELF-FUNDED MODELS

## Managed Care/HMO Models

SBBC is requesting a 36-month flat rate guarantee for the ASO fees, as outlined below, for each self-funded option. The Proposer shall state its proposed prices for providing all services as stated in the RFP. Note that fees in the initial Calendar Year (2021) shall be quoted on a Mature basis, i.e., fees/premiums are inclusive of run-out administration. Fees shall be quoted for 2021, 2022 and 2023. If the fee for one of the listed services is included in the fee for another service (e.g. if the utilization Management fee is included in the ASO fee), the enter "included" in the cell for that fee.

	2021	2022	2023
<b>Expected Paid Claims</b>			
<b>Expected Change in Claim Reserves (PEPM)</b>			
<b>ASO Fees (PEPM)</b>			
<b>Access Fees (PEPM)</b>			
<b>Utilization Review/Medical Management Fees</b>			
<b>PBM Interface Fees (PEPM)</b>			
<b>Disease Management/Wellness Fees (PEPM)</b>			
<b>Disease Management</b>			
<b>Lifestyle Management</b>			
<b>Behavioral Health/Substance Abuse Fees (PEPM)</b>			
<b>Cobra Administrative Fees (PEPM)</b>			
<b>HIPAA Administrative Fees (PEPM)</b>			
<b>Drug Utilization Review Fees (PEPM)</b>			
<b>Claim Fiduciary Fees (PEPM)</b>			
<b>Credentialing</b>			
<b>Quality Assurance</b>			
<b>Customer Service</b>			
<b>Grievance/Appeals Administration</b>			
<b>Coordination of Benefits</b>			
<b>Subrogation Services</b>			
<b>Telehealth Services (PEPM/PPPM)</b>			
<b>Standard Reporting</b>			
<b>Ad hoc Reporting</b>			
<b>Interface with Other Carve-out Vendors</b>			
<b>Conversion Plan</b>			
<b>Run-Out Fees</b>			
<b>Other Fees (PEPM)</b>			
<b>Total Administrative Fees</b>			

1. Are you willing to provide rate guarantees/rate caps for years four and five? Yes\_\_\_ No\_\_\_ If yes, describe the rate guarantees/ rate caps you are proposing.
2. Describe what products and services are included in your disease management fees.
3. Identify any other fees or costs that are not stated above, that would be included in your pricing. Include the amount of fee(s), cost(s), purpose for fee(s)/cost(s) and how the fee(s)/cost(s) is billed to SBBC. Also include any capitated claim expenses.
4. Identify all fees, savings programs, percentages of savings, etc. and if these are fixed for 36 months.
  - a) What was your average revenue (total recoveries retained by your organization) for your South Florida self-insured book of business for the following. State a dollar amount including total claims paid for the year.
    - Subrogation
    - Standard facility charge review
    - Code review (own or third party)
    - Audits such as hospital claims, specialty drugs, DRG, etc. (list separately)
    - Duplicate bills
    - Contract compliance
    - Out-of-network negotiated rates
    - Large inpatient claim review
    - Other (list any missing from the list)
  - b) Are or can the amounts retained by your organization be reported with each wire transfer request?
  - c) List every third party vendor that will be involved in the administration of the School Board's plans including name of vendor, amount paid to the vendor for services rendered including minimum and how long this vendor has been working with your organization.
5. Is there a difference in the stated ASO fees for sole carrier versus dual carrier? Yes\_\_\_ No\_\_\_ If yes, provide both sole carrier and dual carrier fees.
6. Describe how you develop your administrative pricing for self-funded accounts.
  - What do administrative costs (including network charges) represent?
  - As a percent of claims?
  - As a capitated dollar amount per employee?

**FINANCIAL RESPONSE FORMS – SELF-FUNDED MODELS**  
**High Deductible Health Plan WITH A Health Saving Account**

SBBC is requesting a 36-month rate guarantee for the ASO fees, as outlined below, for each self-funded option. The Proposer shall state its proposed prices for providing all services as stated in the RFP. Note that fees in the initial Calendar Year (2021) shall be quoted on a Mature basis, i.e., fees/premiums are inclusive of run-out administration. Fees shall be quoted for 2021, 2022 and 2023. If the fee for one of the listed services is included in the fee for another service (e.g. if the utilization Management fee is included in the ASO fee), the enter "included" in the cell for that fee.

	2021	2022	2023
<b>Expected Paid Claims</b>			
<b>Expected Change in Claim Reserves (PEPM)</b>			
<b>ASO Fees (PEPM)</b>			
<b>Access Fees (PEPM)</b>			
<b>Utilization Review/Medical Management Fees</b>			
<b>PBM Interface Fees (PEPM)</b>			
<b>Disease Management/Wellness Fees (PEPM)</b>			
<b>Disease Management</b>			
<b>Lifestyle Management</b>			
<b>Behavioral Health/Substance Abuse Fees (PEPM)</b>			
<b>Cobra Administrative Fees (PEPM)</b>			
<b>HIPAA Administrative Fees (PEPM)</b>			
<b>DUR Fees (PEPM)</b>			
<b>Claim Fiduciary Fees (PEPM)</b>			
<b>Credentialing</b>			
<b>Quality Assurance</b>			
<b>Claims Administration</b>			
<b>Customer Service</b>			
<b>Grievance/Appeals Administration</b>			
<b>Coordination of Benefits</b>			
<b>Subrogation Services</b>			
<b>Telehealth Services (PEPM/PPPM)</b>			
<b>Standard Reporting</b>			
<b>Ad hoc Reporting</b>			
<b>Interface with Other Carve-out Vendors</b>			
<b>Conversion Plan</b>			
<b>Run-Out Fees</b>			
<b>Other Fees (PEPM)</b>			

<b>HAS Administration and debit cards</b>			
<b>Total Administrative Fees</b>			

1. Are you willing to provide rate guarantees/rate caps for years four and five? Yes\_\_ No\_\_ If yes, describe the rate guarantees/ rate caps you are proposing.
2. Describe what products and services are included in your disease management fees.
3. Identify any other fees or costs that are not stated above, that would be included in your pricing. Include the amount of fee(s), cost(s), purpose for fee(s)/cost(s) and how the fee(s)/cost(s) is billed to SBBC. Also include any capitated claim expenses.
4. Identify all fees, savings programs, percentages of savings, etc. and if these are fixed for 36 months.
  - a) What was your average revenue (total recoveries retained by your organization) for your South Florida self-insured book of business for the following. State a dollar amount including total claims paid for the year.
    - Subrogation
    - Standard facility charge review
    - Code review (own or third party)
    - Audits such as hospital claims, specialty drugs, DRG, etc. (list separately)
    - Duplicate bills
    - Contract compliance
    - Out-of-network negotiated rates
    - Large inpatient claim review
    - Other (list any missing from the list)
  - b) Are or can the amounts retained by your organization be reported with each wire transfer request?
  - b) List every third party vendor that will be involved in the administration of the School Board's plans including name of vendor, amount paid to the vend
5. Is there a difference in the stated ASO fees for sole carrier versus dual carrier? Yes\_\_ No\_\_ If yes, provide both sole carrier and dual carrier fees.
6. Describe how you develop your administrative pricing for self-funded accounts.
  - What do administrative costs (including network charges) represent?
  - As a percent of claims?
  - As a capitated dollar amount per employee?



## FINANCIAL RESPONSE FORMS – SELF-FUNDED MODELS

## Kids Plan Options

SBBC is requesting a 36-month rate guarantee for the ASO fees, as outlined below, for each self-funded option. The Proposer shall state its proposed prices for providing all services as stated in the RFP. Note that fees in the initial Calendar Year (2021) shall be quoted on a Mature basis, i.e., fees/premiums are inclusive of run-out administration. Fees shall be quoted for 2021, 2022 and 2023. If the fee for one of the listed services is included in the fee for another service (e.g. if the utilization Management fee is included in the ASO fee), the enter "included" in the cell for that fee.

	2021	2022	2023
<b>Expected Paid Claims</b>			
<b>Expected Change in Claim Reserves (PEPM)</b>			
<b>ASO Fees (PEPM)</b>			
<b>Access Fees (PEPM)</b>			
<b>Utilization Review/Medical Management Fees</b>			
<b>PBM Interface Fees (PEPM)</b>			
<b>Disease Management/Wellness Fees (PEPM)</b>			
<b>Disease Management</b>			
<b>Lifestyle Management</b>			
<b>Behavioral Health/Substance Abuse Fees (PEPM)</b>			
<b>Cobra Administrative Fees (PEPM)</b>			
<b>HIPAA Administrative Fees (PEPM)</b>			
<b>DUR Fees (PEPM)</b>			
<b>Claim Fiduciary Fees (PEPM)</b>			
<b>Credentialing</b>			
<b>Quality Assurance</b>			
<b>Claims Administration</b>			
<b>Customer Service</b>			
<b>Grievance/Appeals Administration</b>			
<b>Coordination of Benefits</b>			
<b>Subrogation Services</b>			
<b>Telehealth Services (PEPM/PPPM)</b>			
<b>Standard Reporting</b>			
<b>Ad hoc Reporting</b>			
<b>Interface with Other Carve-out Vendors</b>			
<b>Conversion Plan</b>			
<b>Run-Out Fees</b>			
<b>Other Fees (PEPM)</b>			
<b>Total Administrative Fees</b>			

1. Are you willing to provide rate guarantees/rate caps for years four and five? Yes\_\_\_ No\_\_\_ If yes, describe the rate guarantees/ rate caps you are proposing.
2. Describe what products and services are included in your disease management fees.
3. Identify any other fees or costs that are not stated above, that would be included in your pricing. Include the amount of fee(s), cost(s), purpose for fee(s)/cost(s) and how the fee(s)/cost(s) is billed to SBBC. Also include any capitated claim expenses.
4. Identify all fees, savings programs, percentages of savings, etc. and if these are fixed for 36 months.
  - a) What was your average revenue (total recoveries retained by your organization) for your South Florida self-insured book of business for the following. State a dollar amount including total claims paid for the year.
    - Subrogation
    - Standard facility charge review
    - Code review (own or third party)
    - Audits such as hospital claims, specialty drugs, DRG, etc. (list separately)
    - Duplicate bills
    - Contract compliance
    - Out-of-network negotiated rates
    - Large inpatient claim review
    - Other (list any missing from the list)
  - b) Are or can the amounts retained by your organization be reported with each wire transfer request?
  - c) List every third party vendor that will be involved in the administration of the School Board's plans including name of vendor, amount paid to the vend
5. Is there a difference in the stated ASO fees for sole carrier versus dual carrier? Yes\_\_\_ No\_\_\_ If yes, provide both sole carrier and dual carrier fees.
6. Describe how you develop your administrative pricing for self-funded accounts.
  - What do administrative costs (including network charges) represent?
  - As a percent of claims?
  - As a capitated dollar amount per employee?

## FINANCIAL RESPONSE FORMS – PHARMACY BENEFIT MANAGEMENT MODEL

SBBC is requesting a 36-month rate guarantee for ALL fees, as outlined below, for the stand-alone pharmacy model. The Proposer shall state its proposed prices for providing all services as stated in the RFP. Note that fees in the initial Calendar Year (2021) shall be quoted on a Mature basis, i.e., fees/premiums are inclusive of run-out administration. Fees shall be quoted for 2021, 2022 and 2023. If the fee for one of the listed services is included in the fee for another service (e.g. if the utilization Management fee is included in the fee), the enter "included" in the cell for that fee.

<b>Administrative Fee</b>	<b>Contract Year 1</b>	<b>Contract Year 2</b>	<b>Contract Year 3</b>
<b>Administrative Fee, if any, per final net paid retail, mail, retail 90, and specialty claim on a per net paid claim (PNPC) basis (expected to be \$0.00 for Traditional offers)</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Other Administrative fee on a per net paid claim (PNPC) basis (e.g., Medicare, Exchange, formulary admin, custom network Fee)</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Other Administrative fee on a per member per month (PMPM) basis (e.g., Medicare, Exchange, formulary admin, custom network Fee)</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Retail Network Pricing (1-83 days) - HMO</b>	<b>Contract Year 1</b>	<b>Contract Year 2</b>	<b>Contract Year 3</b>
<b>Name of Network:</b>			
<b>Number of Pharmacies in bidding vendor's proposed Network:</b>			
<b>Network Exclusions:</b>			
<b>Confirm that Retail Network Pricing applies to 1-83 days</b>			
<b>If, not confirmed, list days' supply.</b>			
<b>Brand Discount:</b> This will be the value of "X" in the lower of AWP - X%, U&C and MAC.	<b>0.00%</b>	<b>0.00%</b>	<b>0.00%</b>
<b>Generic Discount:</b> The aggregate annual guaranteed generic discount, as defined within this proposal.	<b>0.00%</b>	<b>0.00%</b>	<b>0.00%</b>
<b>Dispensing Fee:</b> The fixed dispensing fee per claim.	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Retail Network Specialty Product Pricing (max. 30 days' supply) - HMO</b>	<b>Contract Year 1</b>	<b>Contract Year 2</b>	<b>Contract Year 3</b>
<b>Brand Discount:</b> This will be the value of "X" in the lower of AWP - X%, U&C and MAC.	<b>0.00%</b>	<b>0.00%</b>	<b>0.00%</b>
<b>Generic Discount:</b> The aggregate annual guaranteed generic discount, as defined within this proposal.	<b>0.00%</b>	<b>0.00%</b>	<b>0.00%</b>
<b>Dispensing Fee:</b> The fixed dispensing fee per claim.	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Retail Extended Network Pricing (84+ days) - HMO</b>	<b>Contract Year 1</b>	<b>Contract Year 2</b>	<b>Contract Year 3</b>
<b>Name of Network:</b>			
<b>Number of Pharmacies in bidding vendor's proposed Network:</b>			
<b>Network Exclusions:</b>			
<b>Confirm that Retail Network Pricing applies to 84+ days</b>			
<b>If, not confirmed, list days' supply.</b>			
<b>Brand Discount:</b> This will be the value of "X" in the lower of AWP - X%, U&C and MAC.	<b>0.00%</b>	<b>0.00%</b>	<b>0.00%</b>

**ATTACHMENT E**

<b>Generic Discount:</b> The aggregate annual guaranteed generic discount, as defined within this proposal.	<b>0.00%</b>	<b>0.00%</b>	<b>0.00%</b>
<b>Dispensing Fee:</b> The fixed dispensing fee per claim.	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Retail Network Pricing (1-83 days) – HIGH DED</b>	<b>Contract Year 1</b>	<b>Contract Year 2</b>	<b>Contract Year 3</b>
<b>Name of Network:</b>			
<b>Number of Pharmacies in bidding vendor's proposed Network:</b>			
<b>Network Exclusions:</b>			
<b>Brand Discount:</b> This will be the value of "X" in the lower of AWP - X%, U&C and MAC.	<b>0.00%</b>	<b>0.00%</b>	<b>0.00%</b>
<b>Generic Discount:</b> The aggregate annual guaranteed generic discount, as defined within this proposal.	<b>0.00%</b>	<b>0.00%</b>	<b>0.00%</b>
<b>Dispensing Fee:</b> The fixed dispensing fee per claim.	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Retail Network Specialty Product Pricing (max. 30 days' supply) – HIGH DED</b>	<b>Contract Year 1</b>	<b>Contract Year 2</b>	<b>Contract Year 3</b>
<b>Brand Discount:</b> This will be the value of "X" in the lower of AWP - X%, U&C and MAC.	<b>0.00%</b>	<b>0.00%</b>	<b>0.00%</b>
<b>Generic Discount:</b> The aggregate annual guaranteed generic discount, as defined within this proposal.	<b>0.00%</b>	<b>0.00%</b>	<b>0.00%</b>
<b>Dispensing Fee:</b> The fixed dispensing fee per claim.	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Retail Extended Network Pricing (84+ days) – HIGH DED</b>	<b>Contract Year 1</b>	<b>Contract Year 2</b>	<b>Contract Year 3</b>
<b>Name of Network:</b>			
<b>Number of Pharmacies in bidding vendor's proposed Network:</b>			
<b>Network Exclusions:</b>			
<b>Brand Discount:</b> This will be the value of "X" in the lower of AWP - X%, U&C and MAC.	<b>0.00%</b>	<b>0.00%</b>	<b>0.00%</b>
<b>Generic Discount:</b> The aggregate annual guaranteed generic discount, as defined within this proposal.	<b>0.00%</b>	<b>0.00%</b>	<b>0.00%</b>
<b>Dispensing Fee:</b> The fixed dispensing fee per claim.	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Mail Pricing</b>	<b>Contract Year 1</b>	<b>Contract Year 2</b>	<b>Contract Year 3</b>
<b>Brand Discount:</b> This will be the value of "X" in the lower of AWP - X% or MAC.	<b>0.00%</b>	<b>0.00%</b>	<b>0.00%</b>
<b>Generic Discount:</b> The aggregate annual guaranteed generic discount, as defined within this proposal.	<b>0.00%</b>	<b>0.00%</b>	<b>0.00%</b>
<b>Dispensing Fee:</b> Expected to be \$0.00 for all claims.	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>[Formulary 1 - specify] Minimum Rebate Guarantees (Applies to all networks, including Specialty Pharmacy)</b>	<b>Contract Year 1</b>	<b>Contract Year 2</b>	<b>Contract Year 3</b>

Name of Formulary:			
Structure of Formulary (exclusionary, open, or other)			
Confirm that 100% of Rebates will be passed through to the client			
Confirm that 100% of Manufacturer Administrative Fees will be passed through to the client			
Confirm that 100% of Inflation Protection Payments will be passed through to the client			
Minimum Annual Rebate Guarantee per Retail Network Brand Claim	\$0.00	\$0.00	\$0.00
Minimum Annual Rebate Guarantee per Retail Extended Brand Claim	\$0.00	\$0.00	\$0.00
Minimum Annual Rebate Guarantee per Mail Brand Claim	\$0.00	\$0.00	\$0.00
Minimum Annual Rebate Guarantee per Retail Network Specialty Brand Claim	\$0.00	\$0.00	\$0.00
Minimum Annual Rebate Guarantee per Specialty Pharmacy Brand Claim	\$0.00	\$0.00	\$0.00
[Formulary 2 - specify] Minimum Rebate Guarantees (Applies to all networks, including Specialty Pharmacy)	Contract Year 1	Contract Year 2	Contract Year 3
Name of Formulary:			
Structure of Formulary (exclusionary, open, or other)			
Confirm that 100% of Rebates will be passed through to the client			
Confirm that 100% of Manufacturer Administrative Fees will be passed through to the client			
Confirm that 100% of Inflation Protection Payments will be passed through to the client			
Minimum Annual Rebate Guarantee per Retail Network Brand Claim	\$0.00	\$0.00	\$0.00
Minimum Annual Rebate Guarantee per Retail Extended Brand Claim	\$0.00	\$0.00	\$0.00
Minimum Annual Rebate Guarantee per Mail Brand Claim	\$0.00	\$0.00	\$0.00
Minimum Annual Rebate Guarantee per Retail Network Specialty Brand Claim	\$0.00	\$0.00	\$0.00
Minimum Annual Rebate Guarantee per Specialty Pharmacy Brand Claim	\$0.00	\$0.00	\$0.00
Allowances	Contract Year 1	Contract Year 2	Contract Year 3
Implementation Allowance Provided (either lump sum or per member). If per member, member should be defined as employee + spouse + dependent = 3 members. Any amount entered below \$100 will be considered per member.	\$0.00	N/A	N/A
Indicate what expenses can be covered by the Implementation Allowance.			
OTHER Allowance Provided (either lump sum or per member). If per member, member should be defined as employee + spouse + dependent = 3 members. Any amount entered below \$100 will be considered per member.	\$0.00	\$0.00	\$0.00
Indicate what expenses can be covered by the Allowance.			
Other Contracting Items	Contract Year 1	Contract Year 2	Contract Year 3

Confirm that Compound Drug pricing applies the NCDP D.O standard. For each Compound Drug, the Participating Pharmacy shall provide the following: (a) compound indicator; (b) eleven-digit NDC, quantity, and submitted ingredient cost for each component in the recipe; (c) total quantity and total Usual & Customary price; and (d) level of effort value. PBM shall determine the appropriate ingredient cost, or NDC, for each component using the lower of (1) the AWP discount; (2) MAC; or (3) the submitted ingredient cost. PBM shall apply a level of effort charge to the Compound Drug in addition to the appropriate dispensing fee.	
Provide your Compound Level of Effort Fees.	
Confirm the Compound pricing and guarantee methodology will be included in your Master Agreement.	
Confirm that Vaccinations shall adjudicate at the lower of: Ingredient Cost plus Dispensing Fee plus a Vaccine Administration Fee.	
Provide your per claim Vaccination Administration Fee(s).	
Confirm the Vaccine pricing and guarantee methodology will be included in your Master Agreement.	
Frequency of Claims Invoices	
Business days to pay Claims Invoices	
Frequency of Administrative Invoices	
Business days to pay Administrative Invoices	
How long is the grace period allowed for late payments?	

Category	Non-Specialty Mail Discounts/ Dispensing Fee Guarantees		Non-Specialty Retail Discounts/ Dispensing Fee Guarantees		Non-Specialty Non-Standard Retail (if applicable) Discounts/ Dispensing Fee Guarantees		Specialty Discounts/ Dispensing Fee Guarantees		Rebate Minimum Guarantees	
	Included/Excluded	Pricing if Excluded	Included/Excluded	Pricing if Excluded	Included/Excluded	Pricing if Excluded	Included/Excluded	Pricing if Excluded	Included/Excluded	Pricing if Excluded
OTC										
Compounds										
Flu Vaccines										
Other Vaccines (please list)										
COB (Secondary Payor) claims										
Subrogation claims										
340B Eligible Claim										
Paper claims										
U&C Claims - Brand Guarantee										
U&C Claims - Generic Guarantee										
Single Source Generic Drugs - Brand Guarantee										
Single Source Generic Drugs - Generic Guarantee										
Non Standard Retail Pharmacies, if applicable (LTC, Infusion, ITU)										
LDD										
New to Market										
Hep-C										
PCSK9s										
Biosimilars										
Medical Supplies and Devices										
Diabetic Supplies and Devices										
Zero Balance Claims										
(e.g., Discount Card)										
100% Member Paid Claims										
Other:										

**Section 1: List items that CLIENT must select, in order to do business with your organization AND best mirror programs that CLIENT has in place currently.**

<b>Item</b>	<b>Rate / Charge per Unit</b>	<b>Per Unit Basis</b>	<b>Included in Administrative Fees noted on Financial Offer tab (Y/N)</b>
Ad Hoc Reports	\$0.00		Y
Pharmacy Call Center - 24/7 Support by Vendor	\$0.00	Per Claim	Y
Member Call Center - 24/7 Support by Vendor	\$0.00	Per Claim	Y
Pharmacy Call Center - After Hour Only Support by Vendor	\$0.00	Per Claim	Y
Member Call Center - After Hour Only Support by Vendor	\$0.00	Per Claim	Y
Welcome Kits including ID cards (For both production and shipping by Vendor)	\$0.00	Per Welcome Kit	Y
Coordination of Benefits	\$0.00		Y
Eligibility - Direct Access	\$0.00		Y
Manual Eligibility Maintenance	\$0.00		Y
Paid Claims Tape via FTP (Daily)	\$0.00		Y
Claims data transmission to third party vendors (daily/real-time)	\$0.00		Y
Systems Access Fee	\$0.00		Y
On-line Reporting (standard)	\$0.00		Y
On-line Reporting (custom)	\$0.00		Y
Concurrent DUR Programs	\$0.00		Y
Retrospective DUR Programs	\$0.00		Y
Other Drug Utilization Review Programs	\$0.00		Y
Step Therapy Programs	\$0.00		Y
Other Clinical Programs	\$0.00		Y
Formulary Management Services - Standard	\$0.00		Y
ePrescribing - Cost for Prescription Benefit transaction (including Patient Eligibility Data and Patient Formulary Data)	\$0.00		Y
ePrescribing - Implementation Fee	\$0.00		Y
ePrescribing - Additional Fees (Please list all)	\$0.00		Y
RDS Support Services	\$0.00		Y
Disease State Management Programs	\$0.00		Y
Clinical program member letters (production and shipping to members/CLIENT)	\$0.00		Y
Custom Prior Authorization criteria implementation fee	\$0.00		Y
Prior Authorization - Administrative Overrides	\$0.00		Y
Prior Authorization - Clinical Overrides	\$0.00		Y
Prior Authorization - Tool/Platform	\$0.00		Y
Pharmacy Auditing	\$0.00		Y
Fraud, Waste, and Abuse Program	\$0.00		Y
Formulary Management Services - Custom	\$0.00		Y
Custom Formulary Materials	\$0.00		Y
Custom Participant Communication (Letters, Fliers, etc.) - Printing by Vendor	\$0.00		Y

## ATTACHMENT E

Custom Participant Communication (Letters, Fliers, Etc.) - Mailing to Member by Vendor	\$0.00		Y
Direct Reimbursement (paper claims)	\$0.00		Y
Medicaid Subrogation	\$0.00		Y
Healthcare Reform Exchange Fees	\$0.00		Y
Other Exchange Fees	\$0.00		Y

[illegible]

1. Are you willing to provide rate guarantees/rate caps for years four and five? Yes\_\_\_ No\_\_\_ If yes, describe the rate guarantees/ rate caps you are proposing.
2. Describe what products and services are included in your disease management fees.
3. Identify any other fees or costs that are not stated above, that would be included in your pricing. Include the amount of fee(s), cost(s), purpose for fee(s)/cost(s) and how the fee(s)/cost(s) is billed to SBBC.
4. Identify all fees, savings programs, percentages of savings, etc. and if these are fixed for 36 months.
5. Is there a difference in the stated fees for sole carrier versus dual carrier? Yes\_\_\_ No\_\_\_ If yes, provide both sole carrier and dual carrier fees.
6. Describe how you develop your fee for self-funded accounts.
  - What do administrative costs (including network charges) represent?
  - As a percent of claims?
  - As a capitated dollar amount per employee?



# ATTACHMENT F

## Census Data

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

# **ATTACHMENT G**

## **Experience Data/Claims Data**

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

# **ATTACHMENT H**

## **Current SBBC and Aetna Agreements**

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

# **ATTACHMENT I**

## **ACH Payment Agreement Form**

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

**SEE WRITEABLE FORMS DOCUMENT**

# **ATTACHMENT J**

## **SBBC Enrollment Form**

**For your convenience, Attachment J is ONLY available as a separate downloadable PDF document.**

# **ATTACHMENT K**

## **Domestic Partners Information**

**For your convenience, Attachment K is ONLY available as a separate downloadable PDF document.**

# **ATTACHMENT L**

- L1      Small/Minority/Women Business Enterprise  
(S/M/WBE) Subcontractor Participation  
Schedule**
- L2      Statement of Intent to Perform as a S/M/WBE  
Subcontractor**
- L3      S/M/WBE Monthly Subcontractor Utilization  
Report**
- L4      S/M/WBE Participation Good Faith Form**
- L5      Supplier Diversity Outreach Policy 3330**

**For your convenience, Attachments L1, L2, L3, and L4 are  
also available as a separate downloadable  
document in a useable PDF format.**

**For your convenience, L5 is available at this website link**

**<http://www.broward.k12.fl.us/sbbcpolicies/docs/Policy%203330.pdf>**

## ATTACHMENT L


The following forms are due (if applicable) at the time of Bid submittal:

### 1. S/M/WBE MONTHLY SUBCONTRACTOR UTILIZATION REPORT

Document Link:

[https://www.browardschools.com/cms/lib/FL01803656/Centricity/domain/12708/sdop%20files/sdop%20forms%20-%20policies/00485%20SMWBEMonthlySubcontractorUtilizationReport%20082017\\_Finalv2.pdf](https://www.browardschools.com/cms/lib/FL01803656/Centricity/domain/12708/sdop%20files/sdop%20forms%20-%20policies/00485%20SMWBEMonthlySubcontractorUtilizationReport%20082017_Finalv2.pdf)

Document Preview:


 <b>Procurement &amp; Warehousing Services</b> Supplier Diversity Outreach Program Broward County Public Schools		Document Number 00485 Attachment _____						
<b>S/M/WBE MONTHLY SUBCONTRACTOR UTILIZATION REPORT</b>								
<b>SECTION I - GENERAL INFORMATION</b>								
Project Name:		Contract Number and Work Order Number (if applicable):						
Report #:	Reporting Period: _____ to _____	S/M/WBE Contract Goal:	Contract Completion Date:					
Prime Contractor Name:		Project Manager (PM) Name:						
Prime Contractor Street Address:								
Prime Contractor Phone #:	Prime Contractor Email Address:	PM Phone #:	PM Email Address:					
<b>SECTION II - UTILIZATION INFORMATION</b>								
Prime Contractor must list ALL Certified and non-certified subcontractors that will be utilized for the entire contract period. For assistance in completing this form, please call the Supplier Diversity Outreach Program at (754) 321-0505.								
ROLE	FEDERAL IDENTIFICATION NUMBER	BUSINESS NAME	S/M/WBE CERTIFIED BY SBBC (Y/N)	DESCRIPTION OF WORK	TOTAL PROJECT AMOUNT	AMOUNT PAID DURING REPORTING PERIOD	INVOICE #	TOTAL PAID TO DATE
PRIME CONTRACTOR					\$	\$		\$
SUBCONTRACTOR					\$	\$		\$
SUBCONTRACTOR					\$	\$		\$
SUBCONTRACTOR					\$	\$		\$

### 2. SMALL/MINORITY/WOMEN BUSINESS ENTERPRISE SUBCONTRACTOR PARTICIPATION FORM SCHEDULE

Document Link:

[https://www.browardschools.com/cms/lib/FL01803656/Centricity/domain/12708/sdop%20files/sdop%20forms%20-%20policies/ParticipationSchedule\\_082017\\_Final.pdf](https://www.browardschools.com/cms/lib/FL01803656/Centricity/domain/12708/sdop%20files/sdop%20forms%20-%20policies/ParticipationSchedule_082017_Final.pdf)

Document Preview:

 <b>Procurement &amp; Warehousing Services</b> Supplier Diversity Outreach Program Broward County Public Schools		Document Number 00475 Attachment _____				
<b>SMALL/MINORITY/WOMEN BUSINESS ENTERPRISE SUBCONTRACTOR PARTICIPATION SCHEDULE</b>						
		DATE <span style="border: 1px solid black; padding: 2px 20px;"></span>				
<b>SOLICITATION INFORMATION</b>						
Contract #:	Project Start Date:					
Project Name:						
Project Location:						
Bidder/Proposer:						
Address:						
Contact Person:	Email Address:	Phone #:				
<b>ORGANIZATION STATUS</b>						
Business Association	Business Name	Business Address	Business Phone #	Type of Work to be Performed	% of Work	\$ Amount
Prime Bidder/Proposer					%	\$
Non S/M/WBE Subcontractor					%	\$
S/M/WBE Subcontractor					%	\$



## ATTACHMENT L

### 3. STATEMENT OF INTENT TO PERFORM AS A S/M/WBE SUBCONTRACTOR

Document Link:

[https://www.browardschools.com/cms/lib/FL01803656/Centricity/domain/12708/sdop%20files/sdop%20forms%20-%20policies/00470%20StatementofIntent\\_082017\\_Final.pdf](https://www.browardschools.com/cms/lib/FL01803656/Centricity/domain/12708/sdop%20files/sdop%20forms%20-%20policies/00470%20StatementofIntent_082017_Final.pdf)

Document Preview:



Procurement & Warehousing Services  
Supplier Diversity Outreach Program  
Broward County Public Schools

Document Number 00470

Attachment \_\_\_\_\_

#### STATEMENT OF INTENT TO PERFORM AS AN S/M/WBE SUBCONTRACTOR

SOLICITATION #: \_\_\_\_\_

CONTRACT #: \_\_\_\_\_

A signed *Statement of Intent to Perform as a Small/Minority/Women Business Enterprise (S/M/WBE) Subcontractor* form must be completed by the owner or authorized principal of each S/M/WBE firm listed in the *S/M/WBE Subcontractor Participation Schedule*.

STATEMENT OF INTENT			
The undersigned is certified as an S/M/WBE vendor by The School Board of Broward County, Florida's (SBBC) Supplier Diversity Outreach Program: <input type="checkbox"/> Yes <input type="checkbox"/> No			
_____ (Name of S/M/WBE Subcontractor) agrees to perform work on the above contract as a (check one):			
<input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation			
The S/M/WBE subcontractor will enter into a formal agreement with _____ (Name of Bidder/Proposer) conditioned upon the Bidder/Proposer executing a contract with SBBC.			
DESCRIPTION OF WORK & VALUE			
Please provide the details and value of the work to be performed:			
Item No.	Type of Work	Agreed Upon Price	% of Work

### 4. S/M/WBE PARTICIPATION GOOD FAITH EFFORT FORM

Document Link:

[https://www.browardschools.com/cms/lib/FL01803656/Centricity/domain/12708/sdop%20files/sdop%20forms%20-%20policies/GoodFaithEffortForm\\_101119\\_v5.pdf](https://www.browardschools.com/cms/lib/FL01803656/Centricity/domain/12708/sdop%20files/sdop%20forms%20-%20policies/GoodFaithEffortForm_101119_v5.pdf)

Document Preview:



Procurement & Warehousing Services  
Supplier Diversity Outreach Program  
Broward County Public Schools

#### S/M/WBE PARTICIPATION GOOD FAITH EFFORT FORM

DATE: \_\_\_\_\_

CONTACT INFORMATION			
Solicitation Title:			
Solicitation #:			
Prime Contractor:			
Contact Person:			
Phone #:		Email:	

GOOD FAITH EFFORT DOCUMENTATION
The purpose of this form is to demonstrate good faith efforts in meeting the required subcontracting goal. Respondents must obtain a total of <b>seventy (70) or more points in order to pass</b> , indicating that good faith efforts were

## ATTACHMENT L

- SBBC Diversity Policy 1.5 & Supplier Diversity Outreach Policy 3330 can be seen at website URL: <http://www.broward.k12.fl.us/sbbcpolicies>
- SDOP website with list of Certified S/M/WBE Vendors:  
<https://www.browardschools.com/Page/32119>
- FOR INFORMATION ON S/M/WBE CERTIFIED VENDORS, PLEASE CONTACT THE SUPPLIER DIVERSITY  
OUTREACH PROGRAM OFFICE  
(754) 321-0550, OR ONLINE AT <https://www.browardschools.com/Page/32544>

# **ATTACHMENT M**

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

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

**SEE WRITABLE FORMS DOCUMENT**

The School Board of Broward County, Florida  
FY21-016 GROUP MEDICAL BENEFITS FOR SCHOOL BOARD EMPLOYEES

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

**MUST BE COMPLETED BY ALL PROPOSERS AND SUBMITTED WITH PROPOSAL**

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
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>

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.

<hr/>	<hr/>
Signature	Company Name
<hr/>	<hr/>
Name of Official	Business Address
<hr/>	
City, State, Zip Code	

03/28/13

# **ATTACHMENT N**

## **CERTIFICATION OF DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION LOWER TIER TRANSACTIONS**

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

**SEE WRITABLE FORMS DOCUMENT**

The School Board of Broward County, Florida

**FY21-016 GROUP MEDICAL BENEFITS FOR SCHOOL BOARD EMPLOYEES**

**CERTIFICATION OF DEBARMENT, SUSPENSION, INELIGIBILITY,  
AND VOLUNTARY EXCLUSION LOWER TIER TRANSACTIONS**

**MUST BE COMPLETED BY ALL PROPOSERS AND SUBMITTED WITH PROPOSAL**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 45 CFR 1183.35, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211). Copies of the regulations may be obtained by going to this link: <http://www.gpo.gov/fdsys/granule/CFR-2011-title45-vol3/CFR-2011-title45-vol3-sec1183-35>

**(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)**

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Organization Name	FY21-016 RFP Number
Name(s) and Title(s) of Authorized Representative(s)	
Signature(s)	Date

**INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List (Telephone Number).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

# **ATTACHMENT O**

## **W-9 Form**

Please retrieve the latest version of the W-9 form from the IRS website listed below:

<https://www.irs.gov/pub/irs-pdf/fw9.pdf>

This form can be filled out online and printed for signature. Only page one (1) needs to be returned.



# **ATTACHMENT P**

## **Drug-Free Workplace**

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

**SEE WRITABLE FORMS DOCUMENT**

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

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

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

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

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

whose business address is \_\_\_\_\_

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

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

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

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. \_\_\_\_\_  
(Personally Known \_\_\_\_\_)  
OR Produced identification \_\_\_\_\_  
(Type of identification)

\_\_\_\_\_  
(Signature)  
Notary Public - State of \_\_\_\_\_  
My commission expires \_\_\_\_\_

\_\_\_\_\_  
(Printed, typed or stamped commissioned name of notary public)

**ATTACHMENT Q**

**SBBC Sample Agreement**

## (SAMPLE) AGREEMENT

**THIS AGREEMENT** is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, 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 EXACT LEGAL NAME OF OTHER PARTY**

(hereinafter referred to as “[*insert a short name here*]”),  
whose principal place of business is  
[*insert address here*].

**WHEREAS**, [*insert information in this portion of the document to explain the purposes and objectives for which the parties are entering into an agreement*];

**WHEREAS**, [*you may use as many of these recitals or “whereas clauses” as necessary to express the parties’ purposes and objectives*];

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

### ARTICLE 1 - RECITALS

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

### ARTICLE 2 – SPECIAL CONDITIONS

2.01 **Term of Agreement.** Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement shall commence on \_\_\_\_\_, 20\_\_ and conclude on \_\_\_\_\_, 20\_\_. The term of the Agreement may, by mutual agreement between SBBC and VENDOR be extended for two additional one-year periods and, if needed, 180 days beyond the expiration date of the renewal period. SBBC’s Procurement & Warehousing Services Department, will, if considering renewing, request a letter consenting to renewal from VENDOR, prior to the end of the term. Any renewal period shall be approved by an Amendment to this Agreement executed by both parties.

2.02 **Description of Services Provided.** VENDOR shall provide SBBC with the Scope of Services as proposed in its Proposal and in compliance with this Agreement and the RFP and its Addenda and as specified in **Attachment A1 – Scope of Services**.

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

- First: This Agreement, then;
- Second: *[Insert Any Addendums to this list]*
- Sixth: *[Insert RFP Number and Title]*, then;
- Seventh: Proposal submitted in response to the RFP by VENDOR.

2.04 **Cost of Services.** *[Insert the Cost of Services here]*

2.05 **SBBC Disclosure of Education Records.**

- (a) *[State the purpose(s) of the disclosure of the education records]*
- (b) SBBC will provide *[Insert Name]* with the following education records: *[Insert list of any and all education records that District staff will disclose or to which vendor will be allowed access.]*
- (c) SBBC will obtain consent from each student's parent/guardian or student age 18 or older whose education records are to be shared prior to disclosing or allowing access to the education records listed in \_\_\_\_\_. *(Should you believe that the vendor falls under an exception to obtaining consent, then consult with SBBC Privacy Officer on appropriate language.)*

2.04 c: OR

SBBC will obtain written consent from each student's parent/guardian or student age 18 or older prior to providing VENDOR with the education records (or access to the education records) listed in 2.04 (b).

\_\_\_\_\_ is considered a "school official" with a legitimate educational interest to receive the aforementioned types of information from SBBC student education records for the purposes listed above. Prior written consent of the parent or student age 18 or over is needed for any types or purposes of disclosures of education records beyond those listed above

2.06 *[Insert Name]* **Confidentiality of Education Records.**

(a) Notwithstanding any provision to the contrary within this Agreement, *[Insert Name]* shall:

1) fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222, Florida Statutes; the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g (FERPA) and its implementing regulations (34 C.F.R. Part 99), and any other state or federal law or regulation regarding the confidentiality of student information and records;

2) hold any education records in strict confidence and not use or redisclose same except as required by this Agreement or as required or permitted by law unless the parent of each student or a student age 18 or older whose education records are to be shared provides prior written consent for their release;

3) ensure that, at all times, all of its employees who have access to any education records during the term of their employment shall abide strictly by its obligations under this Agreement, and that access to education records is limited only to its employees that require the information to carry out the responsibilities under this Agreement and shall provide said list of employees to SBBC upon request;

4) safeguard each education record through administrative, physical and technological safety standards to ensure that adequate controls are in place to protect the education records and information in accordance with FERPA's privacy requirements;

5) utilize the education records solely for the purposes of providing products and services as contemplated under this Agreement; and shall not share, publish, sell, distribute, target advertise, or display education records to any third party;

6) notify SBBC immediately upon discovery of a breach of confidentiality of education records by telephone at 754-321-0300 (Manager, Information Security), and 754-321-1900 (Privacy Officer), and email at [privacy@browardschools.com](mailto:privacy@browardschools.com), and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes;

7) fully cooperate with appropriate SBBC staff, including Privacy Officer and/or Information Technology staff to resolve any privacy investigations and concerns in a timely manner;

8) prepare and distribute, at its own cost, any and all required breach notifications, under federal and Florida Law, or reimburse SBBC any direct costs incurred by SBBC for doing so, including, but not limited to, those required by Section 501.171, Florida Statutes;

9) be responsible for any fines or penalties for failure to meet breach notice requirements pursuant to federal and/or Florida law;

10) provide SBBC with the name and contact information of its employee who shall serve as SBBC's primary security contact and shall be available to assist SBBC in resolving obligations associated with a security breach of confidentiality of education records; and

11) securely erase education records from any media once any media equipment is no longer in use or is to be disposed; secure erasure will be deemed the deletion of the education records using a single pass overwrite Secure Erase (Windows) or Wipe (Unix).

(b) All education records shall remain the property of SBBC, and any party contracting with SBBC serves solely as custodian of such information pursuant to this Agreement and claims no ownership or property rights thereto and, upon termination of this Agreement shall, at SBBC's request, return to SBBC or dispose of the education records in compliance with the applicable Florida Retention Schedules and provide SBBC with a written acknowledgment of said disposition.

(c) *[Insert Name]* shall, 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. This section shall survive the termination of all performance required or conclusion of all obligations existing under this Agreement.

2.06 **HIPAA Compliance.** *[Insert Name]* acknowledges that the Health Insurance Portability and Accountability Act (“HIPAA”) and the Health Information Technology for Economic and Clinical Health Act of 2009 (“HITECH Act”) (HIPAA and HITECH Act are collectively referred to herein as “HIPAA”) protect the privacy of protected health information (“PHI”) and may be applicable to student records in certain circumstances; and shall enter into SBBC’s HIPAA Business Associate Agreement (“BAA”) attached as **Exhibit** *Insert appropriate Exhibit letter or number*. PHI may be used and disclosed only in compliance with HIPAA.

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

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

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

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

(d) **Audit Site Conditions.** SBBC’s agent or its authorized representative shall have access to *[Insert Name]*’s facilities and to any and all records related to this Agreement, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section.

(e) **Failure to Permit Inspection.** Failure by *[Insert Name]* to permit audit, inspection, examination, evaluation and/or reproduction as permitted under this section shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the denial of some or all of any *[Insert Name]*’s claims for payment by SBBC.

(f) Overcharges and Unauthorized Charges. If an audit conducted in accordance with this section discloses overcharges or unauthorized charges to SBBC by *[Insert Name]* in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by *[Insert Name]*. If the audit discloses billings or charges to which *[Insert Name]* is not contractually entitled, *[Insert Name]* shall pay said sum to SBBC within twenty (20) days of receipt of written demand under otherwise agreed to in writing by both parties.

(g) Inspection of Subcontractor's Records. *[Insert Name]* shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by *[Insert Name]* to include such requirements in any subcontract shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the exclusion of some or all of any Payee's costs from amounts payable by SBBC to *[Insert Name]* pursuant to this Agreement and such excluded costs shall become the liability of *[Insert Name]*.

(h) Inspector General Audits. *[Insert Name]* shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.08 Inspection of *[Insert Name]*'s Records by SBBC. *[Insert Name]* shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All *[Insert Name]*'s applicable 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 the applicable business records of *[Insert Name]* directly relating to this Agreement in order to verify the accuracy of invoices provided to SBBC. Such audit shall be no more than one (1) time per calendar year.

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

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

(c) Audit Site Conditions. SBBC's agent or its authorized representative shall have access to *[Insert Name]*'s facilities and to any and all records related to this Agreement, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section.

(d) Failure to Permit Inspection. Failure by *[Insert Name]* to permit audit, inspection, examination, evaluation and/or reproduction as permitted under this section shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for SBBC's denial of some or all of any *[Insert Name]*'s claims for payment.



(e) **Overcharges and Unauthorized Charges.** If an audit conducted in accordance with this section discloses overcharges or unauthorized charges to SBBC by *[Insert Name]* in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by *[Insert Name]*. If the audit discloses billings or charges to which *[Insert Name]* is not contractually entitled, *[Insert Name]* shall pay said sum to SBBC within twenty (20) days of receipt of written demand unless otherwise agreed to in writing by both parties.

(f) **Inspection of Subcontractor's Records.** If applicable, *[Insert Name]* shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by *[Insert Name]* to include such requirements in any subcontract shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the exclusion of some or all of any Payees' costs from amounts payable by SBBC to *[Insert Name]* pursuant to this Agreement and such excluded costs shall become the liability of *[Insert Name]*.

(g) **Inspector General Audits.** *[Insert Name]* shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

**2.09 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*  
*The School Board of Broward County, Florida*  
*Insert Address of District Representative*

To *[Insert Name]*: *[Insert Name] Provided by Other Party*  
*The School Board of Broward County, Florida*  
*Insert Address Provided by Other Party*

With a Copy to: *[Insert Name] Provided by Other Party*  
*Insert Address Provided by Other Party*

**2.10 Background Screening.** *[Insert Name]* shall comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of *[Insert Name]* or its personnel providing any services under the conditions described in the previous sentence. *[Insert Name]* shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to *[Insert Name]* and its personnel. The parties agree that the failure of *[Insert Name]* to perform any of the duties

described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. *[Insert Name]* agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from *[Insert Name]*'s failure to comply with the requirements of this section or with Sections 1012.32 and 1012.465, Florida Statutes.

2.11 **Public Records.** The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. *[Insert Name]* 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, *[Insert Name]* 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. *[Insert Name]* 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 *[Insert Name]* does not transfer the public records to SBBC. Upon completion of the Agreement, *[Insert Name]* shall transfer, at no cost, to SBBC all public records in possession of *[Insert Name]* or keep and maintain public records required by SBBC to perform the services required under the Agreement. If *[Insert Name]* transfers all public records to SBBC upon completion of the Agreement, *[Insert Name]* shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If *[Insert Name]* keeps and maintains public records upon completion of the Agreement, *[Insert Name]* shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.

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

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

property including SBBC's property, and injury or death of any person whether employed by *[Insert Name]*, SBBC or otherwise.

2.13 **Insurance Requirements.** *[Insert Name]* shall comply with the following insurance requirements throughout the term of this Agreement:

(a) **General Liability.** *[Insert Name]* shall maintain General Liability insurance during the term of this Agreement with limits not less than \$1,000,000 per occurrence for Bodily Injury/ Property Damage; \$1,000,000 General Aggregate; and limits not less than \$1,000,000 for Products/Completed Operations Aggregate.

(b) **Professional Liability/Errors & Omissions.** *[Insert Name]* shall maintain Professional Liability/Errors & Omissions insurance during the term of this Agreement with a limit of not less than \$1,000,000 per occurrence covering services provided under this Agreement.

(c) **Workers' Compensation.** *[Insert Name]* shall maintain Workers' Compensation insurance during the term of this Agreement in compliance with the limits specified in Chapter 440, Florida Statutes, and Employer's Liability limits shall not be less than \$100,000/\$100,000/\$500,000 (each accident/disease-each employee/disease-policy limit).

(d) **Auto Liability.** *[Insert Name]* shall maintain Owned, Non-Owned and Hired Auto Liability insurance with Bodily Injury and Property Damage limits of not less than \$1,000,000 Combined Single Limit.

(e) **Acceptability of Insurance Carriers.** The insurance policies required under this Agreement shall be issued by companies qualified to do business in the State of Florida and having a rating of at least A- VI by AM Best or Aa3 by Moody's Investor Service.

(f) **Verification of Coverage.** Proof of the required insurance must be furnished by *[Insert Name]* to SBBC's Risk Management Department by Certificate of Insurance within fifteen (15) days of the date of this Agreement. To streamline this process, SBBC has partnered with EXIGIS Risk Management Services to collect and verify insurance documentation. All certificates (and any required documents) must be received and approved by SBBC's Risk Management Department before any work commences to permit *[Insert Name]* to remedy any deficiencies. *[Insert Name]* must verify its account information and provide contact details for its Insurance Agent via the link provided to it by email.

(g) **Required Conditions.** Liability policies must include the following terms on the Certificate of Insurance:

- 1) The School Board of Broward County, Florida, its members, officers, employees and agents are added as additional insured.
- 2) All liability policies are primary of all other valid and collectable coverage maintained by The School Board of Broward County, Florida.
- 3) Certificate Holder: The School Board of Broward County, Florida, c/o EXIGIS Risk Management Services, P.O. Box 4668-ECM, New York, New York 10163-4668.

(h) **Cancellation of Insurance.** *[Insert Name]* is prohibited from providing services under this Agreement with SBBC without the minimum required insurance coverage and must notify SBBC within two (2) business days if required insurance is cancelled.

(i) SBBC reserves the right to review, reject or accept any required policies of insurance, including limits, coverage or endorsements, herein throughout the term of this Agreement.

**2.14 Nondiscrimination.**

(a) As a condition of entering into this Agreement, *[Insert Name]* represents and warrants that it will comply with the SBBC's Commercial Nondiscrimination Policy, as described under, Section D.1 of SBBC's Policy No. 3330 – Supplier Diversity Outreach Program.

(b) As part of such compliance, *[Insert Name]* shall not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall *[Insert Name]* retaliate against any person for reporting instances of such discrimination. *[Insert Name]* shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the SBBC's relevant marketplace. *[Insert Name]* understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification of the company from participating in SBBC Agreements, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

**2.16 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.

**2.17 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.

**2.18 Incorporation by Reference.** Exhibit[s] *[Insert appropriate Exhibit letters or numbers]* attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

### 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 Agreement.

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 **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.

3.05 **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. In the event of such termination, SBBC shall be entitled to a *pro rata* refund of any pre-paid amounts for any services scheduled to be delivered after the effective date of such termination. 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 **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.

3.07 **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.

3.08 **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 exclusively to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida or to the jurisdiction of the United States District Court for the Southern District of Florida. Each party agrees and admits that the state courts of the Seventeenth Judicial Circuit of Broward County, Florida or the

United States District Court for the Southern District of Florida shall have jurisdiction over it for any dispute arising under this Agreement.

3.09 **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.

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

3.11 **Assignment.** Neither this Agreement 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.

3.12 **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.

3.13 **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.

3.14 **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.

3.15 **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.

3.16 **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 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.

3.17 **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.

3.18 **Survival.** All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

3.19 **Agreement 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.

3.20 **Counterparts and Multiple Originals.** This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Agreement.

3.21 **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 \_\_\_\_\_  
[[Insert Name] of current Board Chair here], Chair

\_\_\_\_\_  
Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

\_\_\_\_\_  
Office of the General Counsel

**[THIS SPACE IS INTENTIONALLY LEFT BLANK]**

**FOR [INSERT A SHORT NAME OF THE OTHER PARTY HERE]:**

(Corporate Seal)

[Insert Exact Full Legal Name of the other  
Corporation, Agency or Other Legal Entity]

ATTEST:

By \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_, Secretary

-or-

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

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

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

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

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of  
\_\_\_\_\_, 20\_\_ by \_\_\_\_\_ of

\_\_\_\_\_  
Name of Person

\_\_\_\_\_, on behalf of the corporation/agency.

\_\_\_\_\_  
Name of Corporation or Agency

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

My Commission Expires:

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

(SEAL)

\_\_\_\_\_  
Printed Name of Notary

\_\_\_\_\_  
Notary's Commission No.



# **ATTACHMENT R**

## **SAMPLE - BUSINESS ASSOCIATE AGREEMENT**

**(SAMPLE) 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 \_\_\_\_\_  
\_\_\_\_\_, Chair

ATTEST:

Approved as to Form and Legal Content:

\_\_\_\_\_  
Robert W. Runcie, Superintendent of Schools

\_\_\_\_\_  
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 S**

## **Performance Standards and Guarantees**

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

**SEE WRITABLE FORMS DOCUMENT**

**PERFORMANCE STANDARD GUARANTEES**

Please review the outlined Performance Standard Guarantees and liquidated damages. Fully explain all deviations and how your company will track and meet each of the below performance standards.

<b>Performance Standard Guarantees</b>	<b>Amount of Liquidated Damages</b>	<b>Yes, Can Comply</b>	<b>Yes, Can Comply with 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.	\$250.00 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 inquiries or complaints, and other contacts with the vendor by the Benefits Department, the Payroll Deduction Unit, or SBBC employees and their covered dependents must have a written response within ten (10) calendar days of receipt by the vendor.	\$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		
Average response time of 30 seconds or better. (Monthly)	\$2,000		
Abandonment rate of 5% or less. (Monthly)	\$2,000		
<b>Administration</b>			
Proposer agrees to liquidated damages for employee satisfaction ratings below 85%.	\$1,500 for each percentage point below 85%.		
The Supplier Diversity Outreach Program office will require a 30-day written notice for the substitution of an S/M/WBE vendor.	\$100 per calendar day for the first 30 calendar days, \$1,000 beyond		
The Awardee will be required to submit a monthly S/M/WBE Utilization Report, which will track payments to S/M/WBE(s).	\$100 per calendar day		
At a minimum, provide annual reporting metrics for each outlined performance standard.	If reporting is not provided the fully 7% penalty will apply.		
<b>Early Termination Provision</b>			
If the awardee cancels or terminates this contract within the initial contract period, awardee will provide SBBC, with the cost of replacement of such TPA services and any difference in ASO fees.			

**Performance penalties will be capped at 7% of annual premium.**



	General Performance Guarantee Requirements	PBM Response (Confirmed, Not Confirmed)	Explanation (If Not Confirmed)
1	PBM will measure, report and pay implementation guarantees within 90 days after implementation		
2	For all other performance guarantees, PBM will agree to put an annual lump sum amount at risk on an annual basis (preferably measured on a Per Member basis, where "member" is counted as EE + Spouse + Dependent = 3. <b>(Confirm "Yes" or "No"; Amount at risk is requested within the "Financial Offer")</b>		
3	PBM agrees to allow CLIENT to flexibility to allocate in writing the total amount at risk among the various performance guarantees at least 30 days prior to the contract year start. PBM will proactively reach out to CLIENT each year to obtain the allocations. <b>(Confirm "Yes" or "No"; Amount at risk is requested within the "Financial Offer")</b>		
4	PBM agrees that the performance guarantees will be measured and reconciled on a quarterly basis within 45 days from the close of the quarter, with the exception of annual performance guarantees which will be measured and reconciled with 45 days from the close of the year. PBM will proactively measure and reconcile for the CLIENT, providing reporting without CLIENT request.		
5	PBM agrees that any penalties will be paid within 90 days from the close of the measurement period. Payments will be made proactively, without CLIENT request.		
6	PBM agrees that all performance guarantees must be measured and reported on a CLIENT specific basis. If any performance guarantee is not CLIENT specific, it must be noted below.		
7	<b>Performance Guarantees</b>	<b>PBM Response (Confirmed, Not Confirmed)</b>	<b>Explanation (If Not Confirmed)</b>
8	PBM will provide an Implementation Satisfaction guarantee that is separate from all other performance guarantees. The Implementation Satisfaction guarantee will be at the sole discretion of CLIENT, in that the CLIENT can determine, in good faith, between responses such as "Yes, CLIENT is satisfied with the implementation", "No, CLIENT is not satisfied with the implementation", or "CLIENT is x% satisfied with the implementation". <b>(Confirm "Yes" or "No"; Amount at risk is requested within the "Financial Offer")</b>		
9	PBM agrees to four (4) in person meetings with CLIENT annually, and up to weekly calls via phone (at client's discretion). Additionally, meeting materials delivered electronically to the client at least three (3) business days in advance of the meeting, and will follow-up on all open issues within three (3) business days after the meeting.		

	<b>General Performance Guarantee Requirements</b>	<b>PBM Response (Confirmed, Not Confirmed)</b>	<b>Explanation (If Not Confirmed)</b>
<b>10</b>	PBM will provide an annual Account Management Satisfaction guarantee. The Account Management Satisfaction guarantee will be at the sole discretion of CLIENT, in that the CLIENT can determine, in good faith, between responses such as "Yes, CLIENT is satisfied with the performance of the Account Team and related integral support", "No, CLIENT is not satisfied with the performance of the Account Team and related internal support", or "CLIENT is x% satisfied with the performance of the Account Team and related internal support".		
<b>11</b>	PBM will provide an annual Consultant Satisfaction guarantee. The Account Management Satisfaction guarantee will be at the sole discretion of the Consultant, in that the Consultant can determine, in good faith, between responses such as "Yes, the Consultant is satisfied with the performance of the Account Team and related integral support", "No, the Consultant is not satisfied with the performance of the Account Team and related internal support", or "The Consultant is x% satisfied with the performance of the Account Team and related internal support". While the Consultant will complete the survey, any financial penalties would go to CLIENT.		
<b>12</b>	PBM will guarantee that all inquiries and issues sent the Account Management team will be responded to within 1 business day. For inquiries and issues that cannot be resolved within 1 business day, the Account Team will add them to an issue tracking log and provide an update on weekly call (or more frequently via email is at CLIENT request). Updates will be made at least every 7 calendar days.		
<b>13</b>	PBM will guarantee that all responses to CLIENT contract inquiries, redlines, etc. will be provided within 10 business days of receipt, and all open issues will be resolved in good faith within 14 business days.		
<b>14</b>	PBM will conduct an annual benefit plan review 45 days prior to effective date of any plan benefit changes, i.e. copayments, co-insurance, clinical rules, etc.		
<b>15</b>	PBM will guarantee that all member communications will be sent to impacted members 90 days in advance of the plan change, including formulary changes		
<b>16</b>	PBM will guarantee to issue at least 99% of all new member ID cards within 4 business days following receipt of a clean eligibility file		
<b>17</b>	PBM will guarantee that 100% of retail direct reimbursement claims will be processed for payment or rejected and responded to within 5 business days		

	<b>General Performance Guarantee Requirements</b>	<b>PBM Response (Confirmed, Not Confirmed)</b>	<b>Explanation (If Not Confirmed)</b>
<b>18</b>	PBM will guarantee that the mail order turnaround time for prescription drugs requiring no intervention will be 99% shipped within 2 business days (measured in business days from the date the prescription drug claim is received by the vendor either paper, phone, fax or e-prescribed)		
	PBM will guarantee that the mail order turnaround time for prescription drugs requiring administrative/clinical intervention will be 100% shipped within 5 business days		
<b>19</b>	PBM will guarantee that 100% of member calls that are transferred to a pharmacist or supervisor will be answered within 5 minutes		
<b>20</b>	PBM will guarantee that, on average, 100% of calls will be answered by a live voice within 20 seconds or less. This is measured as the amount of time that elapses between the time a call is received into a member service queue to the time the phone is answered by a Customer Service Representative. Measurement excludes calls routed to IVR		
<b>21</b>	PBM will guarantee that 2% or less of calls will be abandoned before the call is answered by CSR.		
<b>22</b>	PBM will guarantee that at least 98% of all calls will be resolved at the first point of contact.		
<b>23</b>	PBM will guarantee to provide digital call recordings within 2 business days of request.		
<b>24</b>	PBM will promptly review and respond to requests for prior approval for specific drugs following receipt of all required information. PBM will guarantee a response no later than within 2 business days		
<b>25</b>	PBM will guarantee that 100% of all e-mailed member inquires will be responded to and resolved within 48 hours		
<b>26</b>	PBM will guarantee a result of 95% from a member satisfaction survey. Satisfied will be defined as achieving the 80% threshold or better. (i.e., a "4" on a "5" scale).		
<b>27</b>	PBM will guarantee delivery of standard financial and clinical reports within 30 days from the close of each reporting period		
<b>28</b>	PBM will guarantee that each quarterly report will be provided to the client 5 business days prior to the meeting		
<b>29</b>	PBM will calculate, report, and pay all financial settlements (including but not limited to formulary guarantee true-up, discount and dispensing fee guarantees for retail/mail/specialty, clinical program guarantees, minimum rebate guarantees, etc.) to CLIENT within 90 days from the close of each reporting period. The penalty for this standalone guarantee is \$100k for EACH reconciliation that is not provided within 90 days from the close of each reporting period.		

	General Performance Guarantee Requirements	PBM Response (Confirmed, Not Confirmed)	Explanation (If Not Confirmed)
30	<p>PBM will provide a Termination Satisfaction guarantee that is separate from all other performance guarantees.</p> <p>The Termination Satisfaction guarantee will be at the sole discretion of CLIENT, in that the CLIENT can determine, in good faith, between responses such as "Yes, CLIENT is satisfied with the termination process", "No, CLIENT is not satisfied with the termination process", or "CLIENT is x% satisfied with the termination process".</p> <p>The termination process will include PBM's performance from the point of notification of termination through post-termination deliverables.</p> <p><b>(Confirm "Yes" or "No"; Amount at risk is requested within the "Financial Offer")</b></p>		

# **ATTACHMENT T**

## **Top Utilized Physicians/Providers (including TINs) Disruption Worksheet**

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

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

# **ATTACHMENT U**

## **Statement of “No Response”**

**ATTACHMENT U, 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:

The School Board of Broward County, Florida  
Procurement & Warehousing Services  
7720 West Oakland Park Boulevard, Suite 323  
Sunrise, Florida 33351

This information will help SBBC in the preparation of future RFPs.

RFP Number: \_\_\_\_\_ Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

Contact: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_ Facsimile: \_\_\_\_\_ E-mail: \_\_\_\_\_

√	Reasons for “NO Response”:
	Unable to comply with product or service specifications.
	Unable to comply with the 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: \_\_\_\_\_