

RFP 24-088V
ADDITIONAL RECOMMENDATION 4 OF 4
BOARD MEETING: JUNE 6, 2006

THE SCHOOL BOARD OF BROWARD COUNTY

ADDITIONAL RECOMMENDATION
RFP 24-088V
KID'S HEALTH INSURANCE FOR
SCHOOL BOARD EMPLOYEE DEPENDENTS

It is recommended that the contract with Vista Healthplan, Inc. be renewed for an additional year from January 1, 2007 through December 31, 2007, and that the Fourth Amendment to Agreement with Vista Healthplan, Inc. be approved. The purpose of the Fourth Amendment to Agreement is to provide a redesigned Basic Kid's Plan with a premium reduction and a zero percent increase on the Enhanced Kid's Plan. This amendment was approved by the Superintendent's Insurance Advisory Committee at its April 27, 2006 meeting. This insurance is paid for by the employee and is not a request for spending authority.



Carol E. Barker, CPPB
Purchasing Agent

Attachments:

Executive Summary
Fourth Amendment to Agreement
Additional Recommendation 3 of 3
Additional Recommendation 2 of 2
Additional Recommendation 1 of 1
Original Recommendation

EXECUTIVE SUMMARY

RFP 24-088V

KID'S HEALTH CARE INSURANCE FOR SCHOOL BOARD EMPLOYEE DEPENDENTS

The contract for the above-mentioned RFP was approved by the School Board on November 4, 2003 and expires on December 31, 2006. The contract allows for three additional one-year renewals. This is the first renewal.

The Superintendent's Insurance Advisory met on April 27, 2006 and voted to recommend approval of a one-year renewal for Vista Healthplans Inc. The Committee was able to negotiate a zero percent increase on the Enhanced Kid's Plan. The Committee was able to negotiate a re-designed Basic Kid's Plan with a premium reduction. The new Basic Kid's Plan for the 5 – 21 age group is \$98.18 a month.

FOURTH AMENDMENT TO

AGREEMENT

THIS FOURTH AMENDMENT TO AGREEMENT entered into on the _____ day of _____ 2006 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

VISTA HEALTHPLANS, INC.

AND VISTA INSURANCE PLAN, INC.

(hereinafter referred to as "Vista")

having its principal place of business at

300 South Park Road

Hollywood, Florida 33021

WHEREAS, SBBC and Vista entered into an Agreement dated November 4, 2003 (hereinafter "Agreement") for certain kids' health care insurance for SBBC employee dependents; and

WHEREAS, SBBC and Vista entered into a First Amendment to Agreement dated August 17, 2004 (hereinafter "First Amendment"); and

WHEREAS, SBBC and Vista entered into a Second Amendment to Agreement dated July 26, 2005 (hereinafter "Second Amendment"); and

WHEREAS, SBBC and Vista entered into a Third Amendment to Agreement dated October 11, 2005 (hereinafter "Third Amendment"); and

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

ARTICLES

1. **Recitals.** The Parties agree that the foregoing recitals are true and correct and that such recitals are herein incorporated by reference.
2. **Term of Agreement.** The term of this Agreement shall be extended for a period of one (1) year and the extended term shall commence on January 1, 2007, and continue through and including December 31, 2007.

3. **Premiums.** The premium rates for the period commencing January 1, 2007, and continuing through and including December 31, 2007 shall be:

<u>Ages 0 – 4</u>	<u>Basic Plan Rates</u> <u>(Without Mental Health Benefit)</u>	<u>Enhanced Plan Rates</u> <u>(With Mental Health Benefit)</u>
One Child	\$ 225.75	\$ 353.00
Two Children	\$ 448.85	\$ 705.96
Three or more Children	\$ 671.94	\$ 1,059.21

<u>Ages 5 – 21</u>	<u>Basic Plan Rates</u> <u>(Without Mental Health Benefit)</u>	<u>Enhanced Plan Rates</u> <u>(With Mental Health Benefit)</u>
One Child	\$ 98.18	\$ 153.42
Two Children	\$ 196.37	\$ 306.82
Three or more Children	\$ 299.00	\$ 460.50

4. **Basic Plan Design.** Vista agrees to provide a Basic Kids' Plan more fully described in Attachment "A".
5. **Over-The-Counter Medication.** Vista agrees to provide to all School Board members dependent's enrolled in all Kids' plans an Over-The-Counter (OTC) benefit. Said benefit shall not exceed ten dollars (\$10.00) in a calendar month.
6. **Priority of Documents.** In the event of a conflict between the documents, the following priority of documents shall govern:
- First: Fourth Amendment to Agreement
 - Second: Third Amendment to Agreement
 - Third: Second Amendment to Agreement
 - Fourth: First Amendment to Agreement
 - Fifth: The Agreement
 - Sixth: Addendum Number One [dated September 18, 2003] to the RFP;
 - Seventh: RFP 24-088V "Kid's Health Care Insurance for School Board Employee Dependents"; and
 - Eight: The Proposal submitted in response to the RFP by Vista.

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

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

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

FOR SBBC

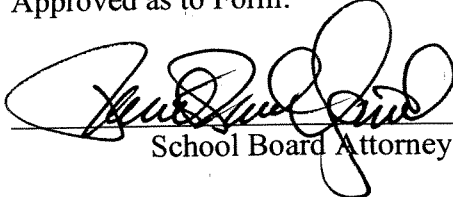
(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

ATTEST:

By _____
Benjamin J. Williams, Chair

Franklin L. Till, Jr., Superintendent of
Schools

Approved as to Form:


School Board Attorney

FOR VISTA

VISTA HEALTHPLANS, INC. AND
VISTA INSURANCE PLAN, INC.

(Corporate Seal)

Attest: _____
Secretary

By: *R. Joe Berding*
R. Joe Berding
Chief Executive Officer

-Or-

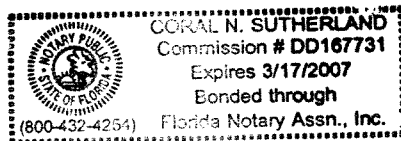
Ronald J. Berding
Witness
[Signature]
Witness

STATE OF Florida
COUNTY OF Broward

The foregoing instrument was acknowledged before me this 12 day of, May 2006,
by Ronald J. Berding of Vista Healthplans, Inc. and Vista Insurance Plan, Inc. He/She took an
oath and is personally known to me or has produced _____
_____ as identification.

My Commission expires: March 17, 2007

(SEAL)



Coral N. Sutherland
Signature – Notary Public

My Commission expires:

CORAL N. SUTHERLAND
Printed Name of Notary

School Board of Broward County- Kids Plan "Attachment A"

Gated HMO - PCP referrals ARE required for Specialty care and diagnostic testing

Outpatient Physician Services	
Primary Care Physician Office Visits	\$15 Co-pay
Specialist Office Visits and Consultations	\$30 Co-pay
The office visit includes routine lab tests, diagnostic procedures and radiology in the physician's office, annual adult check-ups and annual physical exams, well child care visits, annual well woman visits, hearing and vision screening in physician's office	All considered part of an office visit - see applicable OV Co-pay for physician providing the service
Routine lab tests and diagnostic procedures and/or their interpretation ordered by the physician but performed at a separate lab or drawing station	No Co-pay
Maternity PreNatal/PostNatal Care	Not Covered
Non-Surgical Spine and Back Services (20 visits)	See OV Co-pay
Second Opinion by in-plan physician	See OV Co-pay
Second Opinion by non-plan physician	40% of Allowed Amount
Annual Hospital Deductible (applies to all inpatient and outpatient services at hospital)	\$250
Hospital Inpatient Services	
Inpatient Hospital Facility Services (Rm & Board)	After Hospital Deduct, 20% Coinsurance
Inpatient X-Rays, Diagnostic Tests & Lab	After Hospital Deduct, 20% Coinsurance
Operating Room & Recovery Room	After Hospital Deduct, 20% Coinsurance
Rehabilitative Services in Hospital (30 days)	After Hospital Deduct, 20% Coinsurance
In-Hospital Maternity Care	Not Covered
Inpatient Physician Services	
Surgeon Services (including Asst Surgeon)	No Co-pay
Anesthesiologist Services	No Co-pay
Specialist Consultation in Hospital	No Co-pay
Other Physician Visits in Hospital	No Co-pay
Hospital Outpatient and Freestanding Treatment Facility Services	
Outpatient Surgery at Hospital	After Hospital Deduct, 20% Coinsurance
Outpatient Surgery at Ambulatory Surgical Center	\$100 Co-pay
Outpatient Speech, Phys and Occ Therapy Services (1)	\$30 Co-pay
Outpatient Cardiac and Respiratory Therapy	\$30 Co-pay
Outpatient Radiation & Chemotherapy	\$30 Co-pay
Outpatient Diagnostic Services at Hospital	After Hospital Deduct, 20% Coinsurance
Outpatient Diagnostic Services at Freestanding	\$30 Co-pay
Outpatient Dialysis	\$30 Co-pay
Skilled Nursing, Home Health and Hospice Care Services	
Skilled Nursing Facility Services (30 days)	\$25 Co-pay /Day (1-5)
Home Health Care Services (60 visits)	No Co-pay
Hospice	Not Covered
Emergency and Urgent Care Services	
Emergency Care in Hospital Emergency Room	\$100 Co-pay
Emergency Care in Urgent Care Center	\$30 Co-pay
Ambulance	No Co-pay
Family Planning Services	
Voluntary Counseling	Not Covered
Infertility Diagnosis/Treatment	Not Covered
Elective Abortion/Sterilization	Not Covered

School Board of Broward County- Kids Plan "Attachment A"

Other Services	
Durable Medical Equipment	No Co-pay
Breast Prosthetics	No Co-pay
Other External Orthotics and Prosthetics	No Co-pay
Hearing Aids	Not Covered
Vision Care Services (\$15 Copay plan built into plans)	
Dental Care Services (Preventive built into plans)	
Co-payment Maximums	
Copay Maximum - Individual	\$1,500
Optional Coverage Provided By Rider	
Mental Health Services	
Inpatient Treatment (30 days)	\$500/Day (1-3)
Outpatient Treatment (30 visits)	\$30 Copay
Substance Abuse Services	
Drug and Alcohol Detoxification (Limited to 5 days)	\$500/Day
Inpatient/Outpatient Treatment	Not Covered
Prescription Drugs	
Rx	\$7 Generic / \$45 Non-Generic Formulary Only
<p>(1) Speech, Physical, and Occupational Therapy - Combined limit of 60 visits per calendar year</p> <p>(2) Rx coverage tiering is generic/brand/non-formulary. In all plans, if member wants brand when generic is available, the member pays the brand co-pay plus the difference. Insulin and diabetic are covered as part of the RX benefit. One (1) month's supply of each insulin script will be dispensed for one (1) brand co-pay. One (1) month's supply of diabetic supplies (including needles and syringes) will be dispensed for one (1) brand co-pay. Self-Injectables are not covered.</p>	
<p style="text-align: center;">Dependent Coverage Ages 5-21 Only Up to Age 25 if a full-time student</p>	

Page 2 of 2

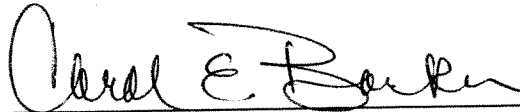
Built from CompCare Dependent Only Plan 1520 - Focus Deductible \$250

RFP 24-088V
ADDITIONAL RECOMMENDATION 3 OF 3
BOARD MEETING: OCTOBER 11, 2005

THE SCHOOL BOARD OF BROWARD COUNTY

ADDITIONAL RECOMMENDATION
RFP 24-088V
KID'S HEALTH INSURANCE FOR
SCHOOL BOARD EMPLOYEE DEPENDENTS

It is recommended that the Third Amendment to Agreement with Vista Healthplan, Inc. be approved. The purpose of the Third Amendment to Agreement is to provide Well Child Care visits with no co-payment. This amendment was approved by the Superintendent's Insurance Advisory Committee at its September 8, 2005 meeting. This recommendation is not a request for an additional expenditure.



Carol E. Barker, CPPB
Purchasing Agent

Attachments:

Executive Summary
Third Amendment to Agreement
Additional Recommendation 2 of 2
Additional Recommendation 1 of 1
Original Recommendation

RFP 24-088V
ADDITIONAL RECOMMENDATION 2 OF 2
BOARD MEETING: JULY 26, 2005

THE SCHOOL BOARD OF BROWARD COUNTY

ADDITIONAL RECOMMENDATION
RFP 24-088V
KID'S HEALTH INSURANCE FOR
SCHOOL BOARD EMPLOYEE DEPENDENTS

It is recommended that the Second Amendment to Agreement with Vista Healthplan, Inc. be approved. The purpose of the Second Amendment to Agreement is to provide rate guarantees from January 1, 2006 through December 31, 2006. The upcoming premium increase for Vista Healthplan, Inc. is 39.5%. Premiums are paid by the employees and, therefore, represent no cost to the School Board. This rate guarantee was approved by the Superintendent's Insurance Advisory Committee at its May 6, 2005 meeting.



Carol E. Barker, CPPB
Purchasing Agent

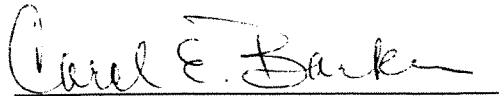
Attachments:
Executive Summary
Second Amendment to Agreement
Additional Recommendation 1 of 1
Original Recommendation

RFP 24-088V
ADDITIONAL RECOMMENDATION 1 OF 1
BOARD MEETING: AUGUST 17, 2004

THE SCHOOL BOARD OF BROWARD COUNTY

ADDITIONAL RECOMMENDATION
RFP 24-088V
KIDS'S HEALTH INSURANCE FOR
SCHOOL BOARD EMPLOYEE DEPENDENTS

It is recommended that the attached First Amendment to Agreement with Vista Healthplan, Inc. be approved. The purpose for the First Amendment to Agreement is to provide a rate guarantee from January 1, 2005 through December 31, 2005. The upcoming increase for Vista Healthplan, Inc. is 5.6%. This rate guarantee was approved by the Superintendent's Insurance Advisory Committee. This recommendation is not a request for an additional expenditure.



Carol E. Barker, CPPB
Purchasing Agent

Attachments:

Executive Summary

First Amendment to Agreement

Original Recommendation

The School Board of Broward County, Florida
Purchasing Department

RF No.: <u>24-088V</u>	Board Meeting <u>NOVEMBER 4, 2003</u>
Description: <u>KID'S HEALTH INSURANCE FOR SCHOOL BOARD EMPLOYEE DEPENDENTS TERM CONTRACT</u>	RFPs Sent: <u>20</u> Proposals Rec'd: <u>3</u> No Response: <u>0</u>
	Proposal Opening: <u>SEPTEMBER 30, 2003</u>
For: <u>BENEFITS DEPARTMENT</u> (School/Department)	Advertised Date: <u>SEPTEMBER 12, 2003</u>
Fund: <u>TO BE PAID BY EMPLOYEE</u>	Award Amount: <u>TO BE PAID BY EMPLOYEE</u>

POSTING OF PROPOSAL RECOMMENDATION/TABULATION:

Purchasing Department on OCTOBER 20, 2003 @ 3:00 P.M. RFP Recommendations and Tabulations will be posted in the Purchasing Department, and will remain posted for 72 hours. Any person desiring to protest the Proposal Recommendation/Tabulation shall file, in writing, a notice of protest within 72 hours after the time posted as stated herein, and shall file a formal written protest within ten days after filing the notice of protest. Saturdays, Sundays and legal holidays shall be excluded in the computation of the 72-hour time period. Filings shall be at the office of the Director of Purchasing, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351. Section 120.57(3)(b), Florida Statutes, states that "The formal written protest shall state with particularity the facts and law upon which the protest is based."

AWARD RECOMMENDATION

IT IS THE SUPERINTENDENT'S RECOMMENDATION AND IT IS THE BOARD'S INTENDED DECISION TO AWARD TO:

- VISTA HEALTHPLAN

THE FOLLOWING PROPOSER HAS SUBMITTED M/WBE PARTICIPATION BY THE FIRMS LISTED:

VISTA HEALTHPLAN
BUCKNER & BUCKNER SOLUTIONS, INC.
EMILY K. EVANS CLEANING SERVICES, INC.
EXECUTIVE PRINTING
MEDICAL SCREENINGS UNLIMITED
SOLO PRINTING

AWARD PERIOD: JANUARY 1, 2004 THROUGH DECEMBER 31, 2006.

By: Carol E. Barker Date: 10/20/03
(Buyer/Purchasing Agent)



THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

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

DONNIE CARTER
Director of Purchasing

SCHOOL BOARD

Chair
Vice Chair

LOIS WEXLER
CAROLE L. ANDREWS
JUDIE S. BUDNICK
DARLA L. CARTER
BEVERLY A. GALLAGHER
STEPHANIE ARMA KRAFT, ESQ.
DR. ROBERT D. PARKS
MARTY RUBINSTEIN
BENJAMIN J. WILLIAMS

DR. FRANK TILL
Superintendent of Schools

September 18, 2003

ADDENDUM NO. 1

RFP No. 24-088V

Kids Health Insurance for School Board Employee Dependents

CALLED FOR 2:00 P.M., SEPTEMBER 30, 2003

TO ALL PROPOSERS:

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

1. **Delete** - Attachment C **Insert** - Attachment C - In Total
2. **Delete** - Attachment H **Insert** - Attachment H - **REVISED** -
3. Answers to questions received.
4. This Addendum is for information purposes only and need not be returned with your RFP. By virtue of signing the "Required Response Form", Page 1 of RFP 24-088V, proposer certifies acceptance of this Addendum.

Sincerely,

Carol E. Barker, CPPB
Purchasing Agent IV

Attachments

➤ **QUESTION #1:**

Attachment H (Sample Plan Designs) – Please clarify SBBC's intention's regarding the Summary of Benefits for prescription drugs. Is SBBC's intention to have a \$500 limit on generic drug coverage? Or is it SBBC's intention to have an unlimited benefit for drug coverage?

ANSWER TO QUESTION #1:

Refer to revised Attachment H of this Addendum. Immunization is included in the office copay. Prescription drug coverage has no maximum.

➤ **QUESTION #2:**

Will you accept AAAHC accreditation coverage as an accrediting body in place of JACHO or NCQA?

ANSWER TO QUESTION #2:

SBBC may consider other accreditation agencies that are approved by the Florida Department of Insurance.

➤ **QUESTION #3:**

May we have the actual proposal, pages 1 – 21 in Microsoft Word format?

ANSWER TO QUESTION #3:

No, these are only available in a PDF format.

➤ **QUESTION #4:**

Attachment C, Census Information, is incomplete. Is there a complete census available?

ANSWER TO QUESTION #4:

Yes, Refer to Revised Attachment C of this Addendum.

➤ **QUESTION #5:**

Are Attachments H and K available in Microsoft Word format?

ANSWER TO QUESTION #5:

No, these attachments are available through DemandStar in an Excel format.

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

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

DONNIE CARTER
Director of Purchasing

SCHOOL BOARD

Chair LOIS WEXLER
Vice Chair CAROLE L. ANDREWS
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DARLA L. CARTER
BEVERLY A. GALLAGHER
STEPHANIE ARMA KRAFT, ESQ.
DR. ROBERT D. PARKS
MARTY RUBINSTEIN
BENJAMIN J. WILLIAMS

DR. FRANK TILL
Superintendent of Schools

DATE: September 8, 2003
TO: Prospective Proposers
FROM: Carol Barker, Purchasing Agent
754-321-0506
SUBJECT: Instructions to Proposers
Request for Proposals (RFP) 24-088V, Kid's Health Care Insurance
for School Board Employee Dependents

The School Board of Broward County, Florida (SBBC) is interested in receiving proposals, in response to the attached RFP, for Kid's Health Care Insurance for School Board Employee Dependents. Any questions regarding this RFP should be addressed to me, in writing, at the address stated above or via facsimile at 754-321-0533. No other School Board staff member should be contacted in relation to this RFP. Any information that amends or supplements any portion of this RFP, which is received by any method other than an addendum issued to the RFP should not be considered and is not binding on SBBC.

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

REQUIRED RESPONSE FORM

Section 1, Required Response Form must be completed in full and executed by a representative.

PROPOSAL SUBMITTAL FORMAT

Proposers are requested to organize their proposals in accordance with Section 3.0. SBBC reserves the right to reject and not consider any proposal not organized and not containing all the information outlined in Section 3.0.

DUE DATE

Proposals are due in the Purchasing Department on the date and time stated on **September 30, 2003**. In order to have your proposal considered, please make sure that it is received on or before the date and time due. SBBC reserves the right to reject any proposal not received on or before the date and time due.

STATEMENT OF "NO" RESPONSE

If you are **not** submitting a proposal in response to this RFP, please complete Attachment B, Statement of "No" Response, and return via facsimile to 754-321-0533. Your responses to the Statement of "No" Response are very important to the Purchasing Department when creating future RFPs.

Thank you for your interest in Broward County Public Schools. Again, if you have any questions, please contact me at the telephone number stated above.

REQUEST FOR PROPOSALS (RFP)

RFP 24-088V

Kid's Health Care Insurance for School Board Employee Dependents



RFP Release Date: September 8, 2003

Written Questions Due: On or Before September 15, 2003
in Purchasing Department

Proposals Due: On or Before 2:00 p.m. September 30, 2003
in Purchasing Department

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

* These are public meetings. In accordance with Title II of the Americans with Disabilities Act, any person requiring an accommodation at the RFP conference because of a disability must contact the Equal Educational Opportunities Department at 954-765-6187 or TDD 954-765-6188.

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REQUEST FOR PROPOSALS (RFP) 24-088V
1.0 REQUIRED RESPONSE FORM

RELEASE DATE: September 8, 2003

TITLE: Kid's Health Care Insurance for School Board Employee Dependents

This Proposal must be submitted to the Purchasing Department of The School Board of Broward County, Florida, 7720 W. Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351-6704, on or before 2:00 p.m. September 30, 2003 and plainly marked RFP 24-088V, Kid's Health Care Insurance for School Board Employee Dependents. Proposals received after 2:00 p.m. on date due will not be considered.

One complete, original proposal (clearly marked as such) one electronic version in Word 6.0 or higher and 30 copies, including this **REQUIRED RESPONSE FORM** (Page 1 of RFP 24-088V), must be fully executed and returned on or before 2:00 p.m. on date due to the Purchasing Department in accordance with the submittal requirements. Proposal must contain all information required to be included in the proposal as described herein. Completed proposals must be submitted in a sealed envelope (package, box, etc.) with the RFP number and name clearly typed or written on the front.

PROPOSER INFORMATION

PROPOSER'S NAME: _____
STREET ADDRESS: _____
CITY AND STATE: _____
PROPOSER TELEPHONE: _____ PROPOSER FAX: _____
PROPOSER TOLL FREE: _____
CONTACT PERSON: _____
CONTACT PERSON'S ADDRESS: _____
CONTACT TELEPHONE: _____ CONTACT FAX: _____
CONTACT TOLL FREE: _____
INTERNET E-MAIL ADDRESS: _____ INTERNET URL: _____
PROPOSER TAXPAYER IDENTIFICATION NUMBER: _____

Proposal Certification

I hereby certify that: I am submitting the following information as my firm's (proposer) proposal and am authorized by proposer to do so; proposer agrees to complete and unconditional acceptance of the contents of Pages 1 through 21 inclusive of this Request for Proposals, and all appendices and the contents of any Addenda released hereto; proposer agrees to be bound to any and all specifications, terms and conditions contained in the Request for Proposals, and any released Addenda and understand that the following are requirements of this RFP and failure to comply will result in disqualification of proposal submitted; proposer has not divulged, discussed, or compared the proposal with other proposers and has not colluded with any other proposer or party to any other proposal; proposer acknowledges that all information contained herein is part of the public domain as defined by the State of Florida Sunshine and Public Records Laws; all responses, data and information contained in this proposal are true and accurate.

Signature of Proposer's Authorized Representative

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 3.4).

2.0 INTRODUCTION AND GENERAL INFORMATION

The School Board of Broward County, Florida (hereinafter referred to as "SBBC") has offered a Kid's HMO plan since 1995 and desires to receive proposals for Kid's Health Care Insurance. Currently, SBBC offers a Kid's health plan to dependent children of SBBC employees and significant others and/or domestic partners dependents. Participation in the Kid's plan does not require the employee or parent to participate in any of the SBBC medical programs. Currently, SBBC offers both an HMO and PPO Kid's plan. This RFP is for a Kid's HMO plan only.

SBBC is the fifth largest school district in the United States and has approximately 27,000 active, full-time employees. All children up to the age of 21 of full-time employees are eligible to participate which includes active employees, domestic partners and significant others. As of April 2003, there were 3,638 children enrolled in the Kid's HMO plan and 400 enrolled in the Kid's PPO plan.

SBBC is soliciting proposals for a fully-insured Kid's HMO health insurance and any plan proposed should be on a group contract basis. SBBC request that the proposal match the proposed Sample Plan Design outlined in Attachment H and the Current Certificate of Insurance in Attachment J. In order to properly evaluate the financial impact of these options, this RFP requests data necessary to properly evaluate the plan proposed. Proposers who do not provide the requested information "may" be negatively impacted during the scoring process.

SBBC reserves the right to contract for one or more models independently or contract for multiple models from the same vendor(s). SBBC will contract directly with carriers and companies that provide these services. SBBC will not contract with independent agents or brokers to provide these services and would request that the fees/premiums be net of commission but must be in compliance with Section 624.428, Florida Statute.

SBBC reserve the right to negotiate benefit levels and plan deviations at each renewal, including but not limited to:

- Single/Family Deductibles
- Office Visit, Hospital and/or Prescription Drug Copayments
- Emergency Room Copayment
- Annual Out-of-Pocket Limits
- Formulary Composition
- Eligibility Requirements

SBBC allows coverage of significant others and/or domestic partners and their dependents.

3.0 INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL

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

- 3.1 **Title Page:** Include RFP number, subject, the name of the proposer, address, telephone number and the date.
- 3.2 **Table of Contents:** Include a clear identification of the material by section and by page number.
- 3.3 **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.
- 3.4 **Required Response Form:** (Page 1 of RFP) with all required information completed and all signatures as specified. 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.
- 3.5 **Notice Provision:** When any of the parties desire to give notice to the other, such notice must be in writing, sent by US Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of the paragraph. **This information must be submitted with the proposal or within three days of request.** For the present, the parties designate the following as the respective places for giving notice:

To School Board:

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

With a Copy to:

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

Name of Proposer:

(Name of Proposer, Corporation and Agency)

(Address)

With a Copy to:

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

(Address)

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

3.6 **Minimum Eligibility Requirements:** In order to be considered for award, proposer must meet or exceed the following criteria. The proposer is responsible for providing the following information in their responses. The proposer should also include a statement of acknowledgement for the item below.

3.6.1 Insurance carriers or HMO's must be licensed in the State of Florida.

3.7 **Experience and Qualifications of the Proposer:**

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

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

3.7.3 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.

3.7.4 Provide a statement of any litigation or regulatory action that has been filed 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.

3.8 **Addenda:** Proposer has determined that their firm has received all Addenda released prior to their firm's proposal submittal.

3.9 **Questionnaire:** Proposer shall complete the questionnaire in Attachment E. 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.

3.10 **Scope of Services Provided:** Clearly describe how the proposer can accomplish each of the following Scope of Services provided below. Minimum must include the following:

3.10.1

	Yes, Can Comply	Yes, Can Comply But With Deviations	No, Cannot Comply
Provide customer service lines with a 754/954 Area Code for employees, as well as a toll-free line for employees residing outside the 754/954 area code. Within the schools themselves, employees do not have access to dial a 1-800 number; the number must be a 754/954 number.			

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

3.10.1 (Continued)

	Yes, Can Comply	Yes, Can Comply But With Deviations	No, Cannot Comply
Participate and share in the cost of independent employee satisfaction survey. The cost of the survey will be pro-rated between awardee(s) and will be based on enrollment. The timing of the surveys will be determined by SBBC, but will not be more than once per year.			
Accept SBBC's self-billing statement. The process is as follows: Each month a deduction register is generated reflecting all employees enrolled in the medical plan and the amount of their deduction. On the summary page of the register/disk/tape, total employee contributions are reflected as well as the number of employees in each level of coverage (i.e., employee only, employee + 1 or family). The School Board will submit properly completed applications and other forms regarding enrollment changes in a timely manner. Refunds will be made provided written termination is received from SBBC no later than ninety (90) days after the Effective Date of the change.			
Use SBBC Enrollment Form (See Attachment I). The printing cost of the enrollment forms will be pro-rated between the awardee(s) based on enrollment.			
If selected as an awardee, you will need to participate in open enrollment and share in the cost of the materials for open enrollment. The cost of the materials will be pro-rated between the awardee(s) based on enrollment.			
Your rate quotation shall include a minimum rate guarantee period of 12 months.			
Your proposal should assume an Effective Date of Jan. 01, 2004			
Your proposal should assume that you will provide a toll-free customer service/claim office telephone number. Hours of operation should be 8:00 a.m. to 8:00 p.m. EST. Your organization shall be able to provide adequate on-site service at SBBC to support the members enrolled in your plan.			

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

3.10.1 (Continued)

	Yes, Can Comply	Yes, Can Comply But With Deviations	No, Cannot Comply
Computer terminals are to be installed at SBBC's Benefits Department for medical claims data inquiry and verification of employee eligibility to support the members enrolled in your plan, at no additional cost to SBBC.			
If selected as a proposer, you will be required to provide a provider directory file, in a format outlined by SBBC.			
The Benefits Department shall review and approve all communication materials prior to mailing directly to the employee's home, by the proposer. Postage costs are to be paid by the awardee(s).			
I.D. cards, member handbooks and certificate of coverage are to be mailed, in a timely manner, directly to the employee's home, with postage costs to be paid by the awardee(s). The format and any additions or changes to I.D. cards shall be approved by the Benefits staff.			
You are required to maintain compliance with appropriate Federal and State statutes.			
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 proposers, number of plan designs or outcome.			
The Contract situs will be the State of Florida.			
A no-loss/no-gain provision shall apply to all current plan participants.			
All current participants must be offered coverage. Any new participants should be offered coverage on a guarantee issue basis.			
There shall be no exclusion provisions for pre-existing conditions, except for late entrants.			
The proposer shall agree that if a grievance or appeal is denied by said proposer, the employee will be permitted to meet with the selected proposer(s) in person, which will include the attendance of SBBC personnel.			
Awardee agrees that there will be no balance billing to any SBBC participant above and beyond the contracted fees.			

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

3.10.1 (Continued)

	Yes, Can Comply	Yes, Can Comply But With Deviations	No, Cannot Comply
The proposer shall agree to provide approval for a 60-day supply of prescription medication to those members leaving the service area for an extended time period, which shall be defined as a period exceeding 30 days. This approval shall be given in a manner sufficient to ensure the employee's ability to obtain said 60-day supply of medication before he or she leaves the service area.			
The proposer shall agree to supply SBBC with standardize reports upon request. These reports will include, but will not be limited to member-specific information, member enrollment information and/or utilization reports.			
Provide full COBRA and HIPAA administration services.			
Awardee(s) will assist and maintain a benefits portion of the Benefits video for all new hires and employees at no cost to SBBC. The video is produced by SBBC and the awardee(s) is responsible for providing information, presentations and speakers to be included in the video.			
Awardee(s) will assist/support and maintain a benefits portion of the Benefits website at no cost to SBBC. On the SBBC website the awardee(s) will be responsible for providing SBBC with a link to the awardee(s) website that is customized to SBBC employees providing, but not limited to plan designs and provider directories.			
SBBC will be given access to review claim payments for timely payment and correctness.			

3.10.2 Disclose if any commission and/or service fees are included in proposer's rate quotation, proposer shall specify the amount of the commissions and/or service fees, to whom they may be paid and proposer's reason(s) for including them.

3.10.3 Describe any additional services that proposer is able to provide with relation to the scope of this RFP.

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

3.11 **Cost of Services:** Proposer shall complete Attachment F, Financial Response Form.

3.12 **M/WBE Information:**

3.12.1 Is your firm a certified Minority/Women Business Enterprise (M/WBE) by SBBC?

If yes, provide certification number: _____

If no, identify the M/WBE firm or firms who will be working with you on this engagement and respond to the items below. At a minimum, include the following for each M/WBE firm submitted for participation on this proposal.

Indicate the extent and nature of the M/WBE's work with specificity, as it relates to the services as described in this RFP, including the percentage of the total costs which the M/WBE firm in connection with this proposal will receive (see Attachment A3).

3.12.2 **Diversity**

SBBC recognizes that diversity is important in providing competent services in an inclusive setting (see SBBC Diversity Policy 1.5 and Minority Business Enterprise Policy 7007, Attachment A4). As part of your proposal, describe the following:

The diversity of your personnel in the regional office that will be responsible for servicing this contract. Provide a breakdown of employees by racial/ethnicity, gender and job classification (see Attachment A2). **Note: Personnel should be employees of the proposing company.**

Describe how diversity is incorporated into your company's operations and service providers. Include in your submittal, a description of your service provider's diversity as it relates to ethnicity/race, national origin, gender and language (i.e., Spanish, Creole, Portuguese, etc.). Attached are the M/WBE policy and the Diversity policy.

3.12.3 **Community Outreach**

Proposer shall submit evidence of its involvement in the minority community. Such evidence may include, but not be limited to, minority sponsored events, purchases made from minority and women owned companies, scholarships funds targeting minority and underprivileged students, financial contributions and/or providing other corporate resources for minority community projects.

The awardee will be required to submit a monthly M/WBE utilization report (see Attachment A1) which will track payments to M/WBE(s). This report is required 15 days after the end of each month, whether the M/WBE(s) received payments or not, until all committed remuneration has been received by the M/WBE. State your willingness to comply with this requirement.

Awardee must provide the M/WBE office a 30-day written notice for substitution of an M/WBE vendor. State your willingness to comply with this requirement.

Note: Please provide SBBC certification number for all M/WBE firm(s) identified who will be working with you on this engagement. If the M/WBE firm(s) are not an SBBC certified M/WBE, provide a copy of the M/WBE firm(s) certification for any other governmental entity within the State of Florida. Be advised that consideration for evaluation will be given to firms who are not SBBC M/WBE certified; however, greater consideration in evaluation will be given to SBBC M/WBE firms participating on this engagement.

4.0 INTERPRETATIONS

Any questions concerning any condition or requirement of this RFP must be received in the Purchasing Department, in writing, on or before September 15, 2003. Submit all questions to the attention of the individual stated in Special Condition 7.3 of this RFP. 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.

5.0 CALENDAR

September 8, 2003	Release of RFP 24-088V
September 15, 2003	Written questions due in the Purchasing Department
September 30, 2003	Proposals due on or before 2:00 p.m. in Purchasing Department. Proposal opening will be at 7720 West Oakland Park Blvd., Suite 323, Sunrise, Florida 33351-6704. *
October 16, 2003	Evaluation Committee reviews proposals and makes Recommendation for award. Meeting to be held at Kathleen C. Wright Administration Center, Board Room 600 SE 3 Avenue, Fort Lauderdale, Florida 33301 *
October 20, 2003	Posting of Recommendation

* These are public meetings. In accordance with Title II of the Americans with Disabilities Act, any person requiring an accommodation at the RFP opening because of a disability must contact the Equal Educational Opportunities Department at 954-765-6187 or TDD 954-765-6188.

6.0 EVALUATION OF PROPOSALS

- 6.1 The Superintendent's Insurance Advisory Committee (hereinafter referred to as "Committee"), SBBC, or both reserve the right to ask questions of a clarifying nature once proposals have been opened, interview any or all proposers that respond to the RFP, or make their recommendations based solely on the information contained in the proposals submitted. The Committee shall evaluate all proposals received, which meet or exceed Section 3.6, Minimum Eligibility Requirements. The Committee reserves the right to ask questions of a clarifying nature and interview any or all proposers that meet or exceed Section 3.6. Proposals that meet or exceed Section 3.6 shall be evaluated by the Committee according to the following criteria:

<u>CATEGORY</u>	<u>MAXIMUM POINTS</u>
A. Experience and Qualifications	30
B. Scope of Services	
B.1 General Services (e.g. Performance Guarantees, Formulary, etc.)	10
B.2 Plan Designs	10
B.3 Network	10
C. Minority/Women Business Enterprise	
C.1 Participation	6
C.2 Diversity	2
C.3 Outreach	2
D. Cost of Services	30
TOTAL	100

Except for those requirements stated in Section 3.6, the failure to respond, provide detailed information or to provide requested proposal elements may result in the reduction of points in the evaluation process.

- 6.2 Based upon the results of Section 6.1, the Committee, at its sole discretion, may: Interview, recommend award to the top-ranked proposer; may recommend award to more than one top-ranked proposer; may short list the top-ranked proposers (short list number to be determined by the Committee) for further consideration; or, may reject all proposals received.
- 6.3 In the event that the Committee chooses to short list proposers, the list of short listed proposers may be further considered by the Committee, SBBC or both. The Committee, SBBC or both may re-interview the short listed proposers in order to make an award recommendation (by the Committee) or an award (by SBBC). During the interview process, no submissions made, after the proposal due date, amending or supplementing the proposal shall be considered.
- 6.4 In the event that an Agreement between the Committee, SBBC or both and the selected proposer(s) is deemed necessary, at the sole discretion of the Committee, SBBC or both, the Committee will begin negotiations with the selected proposer(s). The Committee reserves the right to negotiate any term, condition, specification or price with the selected proposer(s). In the event that mutually agreeable negotiations cannot be reached, the Committee, SBBC or both may negotiate with the next ranked proposer, and so forth. An impasse may be declared by the Committee, SBBC or both at any time. Any agreement resulting from these negotiations must be approved by the School Board Attorney, must be governed by the laws of the State of Florida, and must have venue established in the 17th Circuit Court of Broward County, Florida or the United States Court of the Southern District of Florida. The School Board Attorney approved agreement will be submitted to SBBC for approval.

7.0 SPECIAL CONDITIONS

- 7.1 The complete original proposal properly completed and signed must be submitted in a sealed envelope and received **on or before 2:00 p.m., September 30, 2003** at the following address in order to be considered:

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

Attention: RFP 24-088V, Kid's Health Care Insurance for School Board Employee Dependents

- 7.2 Proposer shall submit one original proposal with an original manual signature. Proposer should also submit one electronic version in Word 6.0 or higher and 30 additional copies of proposal. The proposal containing the original manual signature should be clearly identified as the original proposal. All proposals shall be submitted in sealed packaging with RFP number and the proposers' firm name clearly marked on the exterior of package.
- 7.3 **QUESTIONS AND INTERPRETATIONS:** Any questions concerning any portion of this RFP must be submitted, in writing, to **Carol Barker, Purchasing Agent, 754-321-0506, Purchasing Department, at the address listed in Section 7.1, facsimile 754-321-0533 or via e-mail carol.barker@browardschools.com.** Any questions, requiring a response, which amends the RFP document in any manner, will be answered via Addendum by the Purchasing Department to all proposers. No information given in any other matter will be binding on the School Board.
- 7.4 **CONTRACT TERM:** The purpose of this RFP is to establish a contract **beginning January 1, 2004 through December 31, 2006.** The term of the contract may, by mutual agreement between SBBC and the awardee, upon final School Board approval, be extended for three additional one year periods and, if needed, 90 days beyond the expiration date of the final renewal period in accordance with Section 8.1. The Board, through its Purchasing Department, will, if considering to renew, request a letter of intent to renew from awardee, prior to the end of the current contract period. The awardee will be notified when the recommendation has been acted upon by the School Board. All prices shall be firm for the term of the contract. The awardee agrees to this condition by signing its proposal.
- 7.5 **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, have overall and complete accountability to resolve any dispute arising within this contract. Only a single contract with one proposer shall be acceptable. Prime Proposer responsibilities shall include, but not be limited to, performing of overall contract administration, preside over other proposers participating or present at SBBC meetings, oversee preparation of reports and presentations, and file any notice of protest and final protest as described herein. Prime Proposer shall also prepare and present a consolidated invoice(s) for services performed. SBBC shall issue only one check for each consolidated invoice to the Prime Proposer for services performed. Prime Proposer shall remain responsible for performing services associated with response to this RFP.

7.0 SPECIAL CONDITIONS (Continued)

7.6 INSURANCE REQUIREMENTS:

Proof of the following insurance will be furnished by any awardee to the Board by Certificate of Insurance within 15 days of notification by SBBC. Such certificate must contain a provision for notification to the Board 30 days in advance of any material change in coverage or cancellation. **SBBC shall be named as an additional insured under the General Liability policy.** The insurance information must be submitted on an insurance carrier's Certificate of Insurance.

- 7.6.1 General Liability Insurance with limits of not less than \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
- 7.6.2 Professional Liability insurance with limits of not less than \$1,000,000 per occurrence.
- 7.6.3 Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with this RFP, with bodily injury limits of liability of not less than \$1,000,000 per person; and \$1,000,000 per occurrence and property damage limits of not less than \$1,000,000.
- 7.6.4 Worker's Compensation in accordance with Florida Statutory limits and Employer's Liability Insurance.

The insurance policies shall be issued by companies qualified to do business in the State of Florida and grant The School Board of Broward County, Florida thirty days of advanced written notice of a cancellation, expiration or any material change in the specified coverage. The insurance companies must be rated at least A- VI by AM Best or Aa3 by Moody's Investor Service. All policies must remain in effect during the performance of the contract.

Prior to the commencement of any work the awardee must provide SBBC Purchasing Department with a Certificate of Insurance which is evidence of the above coverage and with SBBC named as an additional insured.

8.0 GENERAL CONDITIONS

- 8.1 **EXTENSION:** In addition to any renewal 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 RFP or (b) the termination date under any applicable period of renewal under a contract entered into as a result of this RFP.
- 8.2 **IRREVOCABILITY OF PROPOSAL:** A proposal may not be withdrawn before the expiration of 90 days from the date of proposal opening.
- 8.3 **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.
- 8.4 **PROPOSAL PUBLIC RECORD:** Proposer acknowledges that all information contained within their proposal is part of the public domain as defined by the State of Florida Sunshine and Public Record Laws.
- 8.5 **NONCONFORMANCE TO CONTRACT CONDITIONS:** Services offered must be in compliance with RFP conditions and specifications and any resulting agreement at all times. Services not conforming to RFP conditions, specifications or time frames may be terminated at proposer(s) expense and acquired on the open market. Any increase in cost may be charged against the proposer. Any violation of these stipulations may also result in:
- 8.5.1 For a period of two years, any RFP submitted by proposer will not be considered and will not be recommended for award.
- 8.5.2 All departments being advised not to do business with vendor.
- 8.6 **APPLICABLE LAW:** This RFP and any agreement resulting from it shall be interpreted and construed according to the laws of the State of Florida.
- 8.7 **GOVERNING LAW:** This RFP, and any award(s) resulting from this RFP, shall be governed by and construed under the laws of the State of Florida and must have venue established in the 17th Circuit Court of Broward County, Florida or the United States Court of the Southern District of Florida.
- 8.8 **LEGAL REQUIREMENTS:** Federal, state, county and local laws, ordinances, rules and regulations that in any manner affect the goods or services covered herein apply. Lack of knowledge by the proposer will in no way be a cause for relief from responsibility.
- 8.9 **ADVERTISING:** In submitting an RFP, proposer agrees not to use the results therefrom as a part of any commercial advertising without prior written approval of SBBC.
- 8.10 **PAYMENT:** A purchase order will be released after award by SBBC for any services to be performed as a result of the RFP. Payment will be provided after services are in compliance with all the conditions of this RFP.
- 8.11 **EXPENDITURE:** No guarantee is given or implied as to the total dollar value or work as a result of this RFP. SBBC is not obligated to place any order for services performed with any awardee(s) as a result of this award. Order placement will be based upon the needs and in the best interest of SBBC.

8.0 GENERAL CONDITIONS (Continued)

- 8.12 **CONFLICT OF INTEREST:** The award of this RFP is subject to the provisions of Chapter 112, Florida Statutes, as currently enacted or as amended from time to time. All proposers must disclose with their proposal the name of any officer, director or agent who is also an employee of SBBC. In addition, *Gallagher Benefit Services, Inc.* will be providing consultant services to SBBC in relation to this RFP. All proposers must disclose with their proposal the name of any officer, director or agent who is also an employee of *Gallagher Benefit Services, Inc.*
- 8.13 **PATENTS AND ROYALTIES:** The proposer, without exception, shall indemnify and save harmless SBBC and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by SBBC. If the proposer uses any design, device, or materials covered by letters, patent, or copyright, it is mutually understood and agreed without exception that the RFP prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.
- 8.14 **DISPUTES:** In the event of a conflict between the documents, the order of priority of the documents shall be as follows:
- Any agreement resulting from the award of this RFP (if applicable); then
 - Addenda released for this RFP, with the latest Addendum taking precedence; then
 - the RFP; then
 - awardee's proposal.
- In case of any other doubt or difference of opinion, the decision of SBBC shall be final and binding on both parties.
- 8.15 **OSHA:** The proposer warrants that the product supplied to SBBC shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended, and the failure to comply with this condition will be considered as a breach of contract.
- 8.16 **ANTI-DISCRIMINATION:** The Vendor certifies that he or she is in compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin. SBBC prohibits any policy or procedure which results in discrimination on the basis of age, color, disability, gender, national origin, marital status, race, religion or sexual orientation.
- 8.17 **LIABILITY, INSURANCE, LICENSES AND PERMITS:** Where proposers are required to enter or go onto School Board property to deliver materials or perform work or services as a result of award, the proposer agrees to The Indemnification Provision stated herein and will assume the full duty obligation and expense of obtaining all necessary licenses, permits and insurance. The proposer shall be liable for any damages or loss to the Board occasioned by negligence of the proposer (or agent) or any person the proposer has designated in the completion of the contract.
- 8.18 **BILLING INSTRUCTIONS AND PAYMENT:** Invoices, unless otherwise indicated, must show purchase order numbers and shall be submitted in duplicate to the Accounts Payable Department of The School Board of Broward County, Florida, Suite 304, 7720 West Oakland Park Boulevard, Sunrise, Florida 33351-6704. Payment will be made a minimum of 30 days after delivery, authorized inspection and acceptance. When vendors are directed to send invoices to a school, the school will make direct payments to the vendor.
- 8.19 **RFP ABSTRACTS:** Proposers desiring a copy of RFP tabulation may request same by enclosing a self-addressed, stamped envelope with proposal.

8.0 GENERAL CONDITIONS (Continued)

- 8.20 **PUBLIC ENTITY CRIMES:** Section 287.133(2)(a), Florida Statutes, as currently enacted or as amended from time to time, states that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit a proposal on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO [currently \$25,000] for a period of 36 months from the date of being placed on the convicted vendor list.
- 8.21 **TERMINATION/CANCELLATION:** Section 237.161, Florida Statutes, prohibits SBBC from creating obligations on anticipation of budgeted revenues for a period in excess of one year. As such, SBBC may, during the contract period, terminate or discontinue the items covered in this RFP. This written notice will release SBBC of all obligations, subsequent to the termination date, in any way related to the items covered in this RFP upon 30 days prior written notice to the awardee. These provisions must be included as part of any lease agreement between the parties. No lease will be considered that does not include these provisions.
- 8.22 **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 governmentwide system for nonprocurement 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 governmentwide effect. A lower tier covered transaction is, in part, any transaction between a participant [SBBC] and a person other than a procurement contract for goods or services, regardless of type, under a primary covered transaction; and any procurement contract for goods or services between a participant and a person, regardless of type, expected to equal or exceed the Federal procurement small purchase threshold fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 253(g) (currently \$100,000) under a primary covered transaction; or any procurement contract for goods or services between a participant and a person under a covered transaction, regardless of amount, under which that person will have a critical influence on or substantive control over that covered transaction. A participant may rely upon the certification of a prospective participant in a lower tier covered transaction that it and its principals are not debarred, suspended, proposed for debarment under 48 CFR part 9, subpart 9.4, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. Each participant shall require participants in lower tier covered transactions to include the certification for it and its principals in any proposal submitted in connection with such lower tier covered transactions.

CERTIFICATION

- 8.22.1 The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- 8.22.2 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.

8.0 GENERAL CONDITIONS (Continued)

- 8.23 **MINORITY/WOMEN BUSINESS ENTERPRISE (M/WBE) PARTICIPATION:** SBBC has a Minority/Women Business Enterprise (M/WBE) program. SBBC's M/WBE program has an overall minority/women participation goal of 22%. An M/WBE is defined by SBBC as any legal entity, other than a joint venture, which is organized to engage in commercial transactions and which is at least 51% owned and controlled by minority or women. If the proposer is a Certified M/WBE by SBBC or by the State of Florida, Office of Supplier Diversity, Department of Management, **proposer should indicate its certification number in its proposal.**

For information on M/WBE Certification, or to obtain information on location certified M/WBE, contact the School Board's M/WBE Office at 954-760-7470.

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

- 8.24 **PROTESTING OF RFP CONDITIONS/SPECIFICATIONS:** Any person desiring to protest the conditions/specifications in this RFP, or any Addenda subsequently released thereto, shall file a notice of protest, in writing, within 72 consecutive hours after the receipt of the RFP or Addenda and shall file a formal written protest within ten calendar days after the date the notice of protest was filed. The time provided for filing a notice of protest shall be based upon whenever a person receives this RFP, or any Addenda released thereto. Receipt of a copy of this RFP, or any Addenda released thereto, which is received in accordance with Chapter 119, Florida Statutes, or School Board Policy 1343, as currently enacted or as amended from time to time, shall not be used as a basis for filing a notice of protest as described herein. Saturdays, Sundays, legal holidays or days during which the school district administration is closed, shall be excluded in the computation of the 72 consecutive hours. If the tenth calendar day falls on a Saturday, Sunday, legal holiday or days during which the school district administration is closed, the formal written protest must be received on or before 5:00 p.m. of the next calendar day that is not a Saturday, Sunday, legal holiday or days 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, shall constitute a waiver of proceedings under School Board Policy 3320 and Chapter 120, Florida Statutes. The failure to post the bond required by School Board Policy 3320, Part VI, within the time prescribed by School Board Policy 3320, Part VI, as currently enacted or as amended from time to time, shall constitute a waiver of proceedings under School Board Policy 3320 and Chapter 120, Florida Statutes. Notices of protest, formal written protests, and the bonds required by School Board Policy 3320, Part VI, shall be filed at the office of the Director of Purchasing, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351 (fax 754-321-0936). Fax filing will not be acceptable for the filing of bonds required by School Board Policy 3320, Part VI.

8.0 GENERAL CONDITIONS (Continued)

8.25

POSTING OF RFP RECOMMENDATIONS/TABULATIONS: RFP Recommendations and Tabulations will be posted in the Purchasing Department on OCTOBER 20, 2003 at 3:00 p.m., and will remain posted for 72 consecutive hours. Any change to the date and time established herein for posting of RFP Recommendations/Tabulations shall be posted in the Purchasing Department and/or at www.demandstar.com (under the document section for this RFP). In the event the date and time of the posting of RFP Recommendations/Tabulations is changed, it is the responsibility of each proposer to ascertain the revised date of the posting of RFP Recommendations/Tabulations. Any person desiring to protest the intended decision shall file a notice of protest, in writing, within 72 consecutive hours after the posting of the RFP tabulation (or receipt of written notice of intended decision) and shall file a formal written protest within ten calendar days after the date the notice of protest was filed. A written notice of intended decision shall only apply when the Purchasing Department gives notice of an intended decision about this RFP. A written notice of intended decision received in accordance with Chapter 119, Florida Statutes, or School Board Policy 1343, as currently enacted or as amended from time to time, shall not be used as a basis for filing a notice of protest as described herein. Saturdays, Sundays, legal holidays and days during which the school district administration is closed shall be excluded in the computation of the 72 consecutive hours. If the tenth calendar day falls on a Saturday, Sunday, legal holiday or days during which the school district administration is closed, the formal written protest must be received on or before 5:00 p.m. of the next calendar day that is not a Saturday or Sunday, legal holiday or days during which the school district administration is closed. No submissions made after the proposal opening amending or supplementing the proposal shall be considered. Section 120.57(3)(b), Florida Statutes, as currently enacted or as amended from time to time, states that **"The formal written protest shall state with particularity the facts and law upon which the protest is based"**. Any person who files an action protesting an intended decision shall post with the School Board, **at the time of filing the formal written protest**, a bond, payable to The School Board of Broward County, Florida, in an amount equal to one percent (1%) of the Board's estimate of the total volume of the contract. The School Board shall provide the estimated contract amount to the vendor within 72 hours, excluding Saturdays, Sundays and other days during which the School Board administration is closed, of receipt of notice of intent to protest. The estimated contract amount shall be established on the award recommendation as the "contract award amount". The estimated contract amount is not subject to protest pursuant to Section 120.57(3), Florida Statutes. The bond shall be conditioned upon the payment of all costs which may be adjudged against the protestant in an Administrative Hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, the School Board may accept a cashier's check, official bank check or money order in the amount of the bond. If, after completion of the Administrative Hearing process and any appellate court proceedings, the School Board prevails, and then the School Board shall recover all costs and charges which shall be included in the Final Order or judgment, including charges made by the Division of Administrative Hearings, but excluding attorney's fees. Upon payment of such costs and charges by the protestant, the bond shall be returned. If the protestant prevails, then the protestant shall recover from the Board all costs and charges which shall be included in the Final Order or judgment, excluding attorney's fees.

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

8.26

ASSIGNMENT: Neither any award of this RFP nor any interest in any award of this RFP may be assigned, transferred or encumbered by any party without the prior written consent of the Director, Purchasing Department.

8.0 GENERAL CONDITIONS (Continued)

- 8.27 **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 board, other community college/state university system cooperative agreements, or to directly negotiate/purchase per School Board policy and/or State Board Rule 6A-1.012, as currently enacted or as amended from time to time, in lieu of any offer received or award made as a result of this RFP if it is in its best interest to do so.
- 8.28 **CANCELLATION:** In the event any of the provisions of this RFP are violated by the proposer, the Superintendent shall give written notice to the proposer stating the deficiencies and unless deficiencies are corrected within five days, recommendation will be made to SBBC for immediate cancellation. SBBC reserves the right to terminate any contract resulting from this RFP at any time and for no reason, upon giving 30 days prior written notice to the other party.
- 8.29 **REASONABLE ACCOMMODATION:** In accordance with Title II of the Americans with Disabilities Act, any person requiring an accommodation at the RFP opening because of a disability must contact the Equal Educational Opportunities Department at 954-765-6187 or TDD 954-765-6188.
- 8.30 **INDEMNIFICATION:**
- 8.30.1 By SBBC: SBBC agrees to be fully responsible for its acts of negligence, or its agents' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. Nothing herein is intended to serve as a waiver of sovereign immunity by SBBC. Nothing herein shall be construed as consent by SBBC to be sued by third parties in any matter arising out of any contract.
- 8.30.2 By VENDOR: VENDOR agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by the VENDOR, its agents, servants or employees; the equipment of the VENDOR, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of VENDOR or the negligence of VENDOR's agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by the VENDOR, SBBC or otherwise.
- 8.31 **SBBC PHOTO IDENTIFICATION BADGE:** SBBC photo identification badge will apply to all vendors other than those making deliveries. An awardee shall be required to have all its employees, sub-contractors or agents who will be entering onto School Board property as a result of this award wear, while on SBBC property, a photo identification badge issued by SBBC.

Each individual for whom a SBBC photo identification badge is requested will be required to fill out forms, show his/her driver's license and social security card, and be fingerprinted. A background check will then be conducted on each badge applicant. SBBC reserves the right to require additional information from any applicant and to deny a badge to any applicant. Any applicant denied a badge is prohibited from entering onto School Board property as an employee, sub-contractor or agent of an awardee. **The current total fee for a SBBC photo identification badge, including fingerprinting and FBI background check is currently \$75.00. Fingerprinting and FBI check is \$60.00 and must be in the form of a money order made payable to Fingerprinting Services, LLC or credit card payment may be made via the internet at <http://www.flprints.com> or by calling 877-357-7456. The photo identification badge is \$15.00 payable to The School Board of Broward County in the form of a money order or company check. These fees are not refundable and subject to change without notice. Vendor will be required to pay the rate current at the time of request of badge.**

8.0 GENERAL CONDITIONS (Continued)

- 8.32 **LOBBYIST ACTIVITIES:** 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.
- 8.32.1 For purposes of School Board Policy 1100B, as currently enacted or as amended from time to time, 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.
- 8.32.2 For purposes of this Policy, a lobbyist is not considered to be a person representing school allied groups (e.g., PTA, DAC, Band Booster Associations, etc.) nor a public official acting in her/his official capacity.
- 8.32.3 Lobbyists shall annually (July 1) disclose in each instance and for each client prior to any lobbying activities, their identity and activities by completing the lobbyist statement form which can be obtained from official School Board Records, School Board Member's Offices or the Superintendent's Office.
- 8.32.4 The lobbyist must disclose any direct business association with any current elected or appointed official or employee or any immediate family member of SBBC.
- 8.32.5 Senior-level employees (Pay Grade 30 and above) and School Board members are prohibited from lobbying activities for one year after resignation or retirement or expiration of the term of office.
- 8.32.6 The Deputy to the Superintendent shall keep a current list of persons who have submitted the lobbyist statement form.
- 8.33 **CONTACT AFTER PROPOSER'S SUBMITTAL:** Any proposer or a lobbyist for a proposer is prohibited from having any communication concerning this RFP or any response with any School Board Member, the Superintendent of Schools, or any Evaluation Committee Member after the submittal of their proposal and prior to the contract being awarded with the exception of communications with the office of the Director of Purchasing, unless so notified by the Purchasing Department. A proposal from any firm will be disqualified when the proposer or a lobbyist for the proposer violates this condition of the RFP.
- 8.34 **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.
- 8.35 **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.

8.0 GENERAL CONDITIONS (Continued)

8.36 ACCEPTANCE AND REJECTION OF PROPOSALS:

- 8.36.1 **Acceptance:** All proposals properly completed and submitted will be considered by SBBC. However, SBBC reserves the right to request additional information, reject any or all proposals that do not meet all mandatory requirements, or any or all proposals may be rejected when there are sound, documented business reasons that serve the best interest of SBBC.
- 8.36.2 SBBC also reserves the right to waive irregularities 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.
- 8.36.3 **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:
- 8.36.3.1 The proposal is time-stamped at the Purchasing Department after the deadline specified in the RFP.
 - 8.36.3.2 Failure to execute and return the enclosed original **REQUIRED RESPONSE FORM** as defined in Subsection 3.4 (see Section 1.0).
 - 8.36.3.3 Failure to respond to all subsections within the RFP.
 - 8.36.3.4 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.
 - 8.36.3.5 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.
 - 8.36.3.6 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.

8.37 **WITHDRAWAL OF RFP:** In the best interest of SBBC, SBBC reserves the right to withdraw this RFP at any time prior to the time and date specified for the proposal opening.

8.38 **DEFAULT AND VENUE:** In the event of a default on this contract, the defaulting party shall pay all attorney's fees and court costs incurred by the non-defaulting party, at both the trial and appellate levels, in any action brought to enforce and collect damages arising from the default. Any action by the non-defaulting party to enforce this contract shall be instituted and prosecuted in the court having jurisdiction in Broward County, Florida, and the defaulting party waives venue in any other jurisdiction.

8.0 GENERAL CONDITIONS (Continued)

- 8.39 **RE-RATING ENDORSEMENT:** Notwithstanding any provision in the Contract to the contrary, the proposer may not effect any increase of rates or other consideration applicable to this Contract prior to the latest of:
- 8.39.1 The end of any applicable rate guarantee period(s); or
 - 8.39.2 One year after the effective date of the last change in rates or other consideration; or
 - 8.39.3 At least 180 calendar days during the first year of the contract and 270 calendar days after receipt by SBBC of valid written notice from the proposer, stating specially the amount of change proposed. 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 this Contract, 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, The School Board of Broward County, Florida, 7770 West Oakland Park Boulevard, 1st Floor, Sunrise, Florida 33351.**
 - 8.39.4 Notice by an awardee of intent to effect any change in consideration shall thereby entitle the School Board to cancel the Contract without penalty.
- 8.40 **PERFORMANCE STANDARD:** SBBC will negotiate performance standards and performance guarantees with the selected proposer(s). These proposed standards and guarantees are contained in Attachment K. SBBC reserves the right to negotiate any and all performance standards at its discretion, but does not wish to entertain performance standards which do not meet those outlined in Attachment K.
- 8.41 It is the sole responsibility of the **PROPOSER** to assure it has received the entire proposal and any and all Addendum.
- 8.42 It is the sole responsibility of the **PROPOSER** to assure that its proposal is time stamped in the **PURCHASING DEPARTMENT on or before 2:00 p.m.** on the date due.
- 8.43 No verbal or written information which is obtained other than by information in this document or by Addenda to this RFP shall be binding on SBBC.
- 8.44 No submissions made after the proposal opening, amending or supplementing the proposal shall be considered.
- 8.45 The Committee and/or SBBC reserves the right to waive irregularities or technicalities in proposals received.

ATTACHMENT A

- A1 M/WBE Utilization Report**
- A2 Employment Diversity Statistics**
- A3 M/WBE Participation**
- A4 SBBC Diversity Policy 1.5 and Minority
Business Enterprise Policy 7007**

ATTACHMENT B

Statement of “No” Response

ATTACHMENT B, 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
Purchasing Department
Suite 323
7720 West Oakland Park Boulevard
Sunrise, Florida 33351

This information will help The School Board of Broward County, Florida in the preparation of future Bids/RFPs.

Bid/RFP Number: _____ Title: _____

Company Name: _____

Contact: _____

Address: _____

Telephone: _____ Facsimile: _____

✓	Reasons for "NO" Response:
<input type="checkbox"/>	Unable to comply with product or service specifications.
<input type="checkbox"/>	Unable to comply with scope of work.
<input type="checkbox"/>	Unable to quote on all items in the group.
<input type="checkbox"/>	Insufficient time to respond to the Request for Proposal.
<input type="checkbox"/>	Unable to hold prices firm through the term of the contract period.
<input type="checkbox"/>	Our schedule would not permit us to perform.
<input type="checkbox"/>	Unable to meet delivery requirements.
<input type="checkbox"/>	Unable to meet bond requirements.
<input type="checkbox"/>	Unable to meet insurance requirements.
<input type="checkbox"/>	Other (Specify below)

Comments:

Signature: _____ Date: _____

ATTACHMENT C - REVISED -
Census Data

ATTACHMENT D

Utilization/Claim Data

ATTACHMENT E

Questionnaire

ATTACHMENT F

Financial Response Form

ATTACHMENT G

Sample Agreement

ATTACHMENT H - REVISED -

Sample Plan Design

ATTACHMENT I

SBBC Enrollment Form

ATTACHMENT J

Current Certificate of Insurance

ATTACHMENT K

Performance Standards/Guarantees