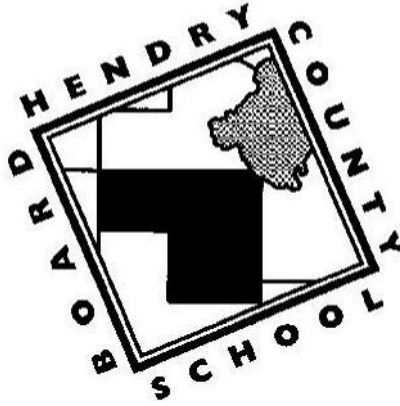


SCHOOL DISTRICT OF HENDRY COUNTY, FL



Request for Proposals For Fully Insured Group Medical Insurance

RFP # 18-0004

**Proposal Return Date and Time
March 29, 2018 at 3:00 p.m.**

TABLE OF CONTENTS

Page Number

SECTION I - INTRODUCTION

Scope of Request for Proposal.....	I-1
Profile of the School District of Hendry County	I-1
Current Medical and Rx Plans	I-1
Separation and Distribution	I-1
Role of Consultant	I-2

SECTION II - GENERAL CONDITIONS

Proposal Submission and Withdrawal	II-1
Proposal or Public Opening	II-2
Proposer Questions	II-2
Addenda to This RFP.....	II-2
Minimum Qualifications of Proposer	II-3
Insurance Requirements.....	II-3
Late Proposals, Late Modifications and Late Withdrawals.....	II-4
Cost Incurred by Proposers.....	II-4
Oral Presentation	II-4
Proprietary Information	II-4
Waiver/Rejection of Proposals	II-5
Negotiations of Proposals	II-5
Rules, Regulations and Licensing Requirements	II-5
Records/Audit	II-6
Investigation of Alleged Wrongdoings, Litigation/Settlements/Fines/Penalties.....	II-6
Conduct of Proposers.....	II-6
Evaluation Criteria for Medical Insurance.....	II-7
Evaluation Criteria for Agent/Broker (if applicable).....	II-8
Conflict of Interest	II-8
Legal Requirements	II-9
Public Entity Crimes Statement.....	II-9
Anti-Discrimination Clause	II-9
Discriminatory Vendor’s List	II-9
State Licensing Requirement	II-9
Drug Free Work Place	II-10
Use of Proposal Forms	II-10
Irrevocability of Proposal	II-11
Contract Awards	II-11
Agent/Broker Services.....	II-11
Agent of Record.....	II-12
Medical Insurer and HRA/HSA Administrator References	II-12
Agent/Broker References.....	II-12
Exception to the RFP	II-13
Deviations from Model Program	II-13

TABLE OF CONTENTS – cont.

Page Number

SECTION III – COMMON CONTRACT PROVISIONS

Provisions Incorporated by Reference	III-1
Prohibition of Warranty Endorsement	III-1
Sole Agent Endorsement	III-1
Hold Harmless/Indemnification Provision	III-1
Termination and Non-Renewal Endorsement.....	III-2
Rating Endorsement.....	III-2

SECTION IV – MODEL PROGRAM FOR FULLY INSURED MEDICAL INSURANCE

Provisions Incorporated by Reference	IV-1
Contract Period	IV-1
Rate Guarantee Period	IV-1
Remuneration.....	IV-1
Access to Claim Files	IV-1
Ownership of Claim Data	IV-2
Audit Requirement.....	IV-2
Eligibility & Enrollment.....	IV-2
Continuity of Coverage (No Loss/No Gain Provision)	IV-3
Scope of Coverage	IV-3
Telemedicine.....	IV-4
Pooling Point.....	IV-4
Scope of Services.....	IV-4
Managed Care Services	IV-5
Administrative Services.....	IV-9
Healthcare Reform Services	IV-12
Prescription Benefit Services.....	IV-13
Health Reimbursement Account and Health Savings Account Administration	IV-14
Medical & Prescription Reporting & Data Services.....	IV-15
Wellness Program and Disease Management Services	IV-16
Performance Guarantees	IV-17

SECTION V – MODEL PROGRAM FOR AGENT/BROKER SERVICES

Provisions Incorporated by Reference	V-1
Applicability of this Section	V-1
Contract Period	V-1
Scope of Services.....	V-2
Remuneration	V-3
Wellness Program and Disease Management Services	V-3

TABLE OF CONTENTS – cont.

Page Number

SECTION VI – EXPOSURE, LOSS DATA AND CONTRACT PROVISIONS

Source of Information VI-1
Exhibit 1 – Historical Plan Information
Exhibit 2 – Historical Medical Rates and Monthly Contributions for 2014-2018
Exhibit 3 – Medical and Prescription Experience Reports
Exhibit 4 – Benefits Match-Up – a,b,c (In Word format)
Exhibit 5 – Most Utilized Provider Comparison Match-Up (In Excel format)
Exhibit 6 – Florida Blue Wellness Information
Exhibit 7 – Medical Census (In Excel format)

SCHOOL DISTRICT OF HENDRY COUNTY



Section I

Introduction

SECTION I

INTRODUCTION

SCOPE OF REQUEST FOR PROPOSAL

The School District of Hendry County (the School District) is requesting information for the following coverages/services as further described in this Request for Proposals (RFP):

Section IV: Fully Insured Group Medical Insurance

Self-insurance proposals and proposals from consortiums/pools will not be considered.

PROFILE OF THE SCHOOL DISTRICT OF HENDRY COUNTY

The School District of Hendry County is located in south central Florida, east of Ft. Myers, in the Lake Okeechobee area.

CURRENT MEDICAL AND RX PLANS

Approximately 1,000 employees, COBRA and retirees (and their additional eligible dependents) participate in three (3) Florida Blue plans:

1. Florida Blue Plan 1 – 03564
2. Florida Blue Plan 2 – 05302
3. Florida Blue Plan 3 – 05903/05173 (Employee HRA and Family HSA HDHPs)

The group medical plans include prescription drugs. The School District does not offer a Medicare Advantage plan. This RFP will not request any additional retiree options.

SEPARATION AND DISTRIBUTION

This RFP has been designed for transmittal as a complete document to interested parties. It is recommended that it not be separated; however, it may be reproduced in its entirety as additional distribution might dictate.

The School District will utilize its website as a resource for distribution of this RFP # 18-0004, Fully Insured Group Medical Insurance, at:

www.hendry-schools.org

In addition, vendors may obtain the RFP and Proposal Forms by submitting an Email request directly to:

James Sealey
Director of Human Resources
sealeyj@hendry-schools.net

ROLE OF CONSULTANT

The School District retains Siver Insurance Consultants as independent risk and insurance management consultants. Siver acts solely in its capacity as consultant. The consultant does not participate in commissions from any insurance company, agent or broker, nor does it accept any income from other than its clients.

SCHOOL DISTRICT OF HENDRY COUNTY



Section II

General Conditions

SECTION II

GENERAL CONDITIONS

PROPOSAL SUBMISSION AND WITHDRAWAL

All proposal sheets and forms must be executed and submitted in a sealed envelope. The completed responses to this RFP include: one (1) paper original and one (1) paper copy (total of two (2) paper proposals) and thirteen (13) Flash Drive copies (with all documents in their original format, Word, Excel, etc.) which shall be submitted to the Finance Office at the School District of Hendry County in sealed envelopes marked "RFP # 18-0004– Fully Insured Group Medical Insurance." Proposals not submitted on the attached forms may be rejected. All proposals are subject to the conditions specified herein. Those which do not comply with these conditions are subject to rejection. It is the sole responsibility of the proposer to deliver the proposal to the address contained herein on, or before, the closing hour and date indicated. The School District's Finance Office will not be responsible for the inadvertent opening of a proposal not properly sealed, addressed or identified.

Proposals properly labeled in sealed envelopes will be received at:

Physical Address:

**The School District of Hendry County
James Sealey
Director of Human Resources
111 Curry Street
LaBelle, Florida 33975**

or

Mailing Address:

**The School District of Hendry County
James Sealey
Director of Human Resources
P.O. Box 1980
LaBelle, Florida 33975**

Proposals are due by 3:00 p.m. on Thursday, March 29, 2018.
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Proposals, once received, become the property of the School District, cannot be withdrawn, and will not be returned to the Proposers. Upon opening, proposals become subject to public disclosure in accordance with Chapter 119, Florida Statutes.

PROPOSAL OR PUBLIC OPENING

The proposal opening shall be public, at the address indicated on the Request for Proposal document, on the date and at the time specified. It is the proposer's responsibility to assure that the proposal is delivered at the proper time to the place of the opening. Proposals received after the date and time will be rejected and returned unopened to the offeror. Proposals by fax or telephone will not be accepted.

PROPOSER QUESTIONS

Any proposer questions shall be in writing for receipt no later than 2:00 p.m. on March 15, 2018. Questions will not be accepted after this time. Inquiries must reference the date of RFP opening and RFP number. Failure to comply with this condition will result in proposer waiving his right to dispute the RFP conditions and specifications.

All written questions concerning this RFP must be submitted to:

Theresa Conley
Siver Insurance Consultants
tconley@siver.com

with a CC to:

James Sealey
Director of Human Resources
sealeyj@hendry-schools.net

Written responses, in the form of addenda, will be provided via the School District's website at:

www.hendry-schools.org

ADDENDA TO THIS RFP

Prior to submitting the proposal, it will be the sole responsibility of each Proposer to review the School District's website to determine if addenda were issued and, if so, to obtain such addenda for attachment to the proposal.

MINIMUM QUALIFICATIONS OF PROPOSER

No proposal will be accepted by the School District where insurance coverage is proposed by a person or organization which is not rated by the following rating firm or which has a rating from the following rating firm which is less than the minimum rating specified below.

<u>Rating Firm</u>	<u>Minimum Rating</u>
A. M. Best	B+

INSURANCE REQUIREMENTS

The successful bidder shall furnish the School District with proof of:

- (1) Statutory Limits of Worker’s Compensation in compliance with Chapter 440, Florida Statute.
- (2) Employer’s Liability Insurance in an amount not less than \$1,000,000 per occurrence.
- (3) Commercial General Liability Insurance, including Contractual Liability and Products and Completed Operations, in an amount equal to or greater than \$1,000,000 per occurrence for any occurrence resulting in bodily injury or death, or personal injury or property damage to any one or group of persons, including any consequential damages that arise therefrom. If policy is on a “CLAIMS MADE” basis, contractor’s insurance carrier will identify policy as such and indicate in writing the amount of claims paid by this policy and reserves outstanding. Policy aggregates must equal at least two (2) times the occurrence limit.
- (4) Commercial Automobile Liability Insurance in an amount equal to or greater than \$1,000,000 per occurrence for bodily injuries and/or death to any person or persons caused by passenger automobiles or commercial vehicles.
- (5) Professional (errors and omissions) liability policy in the amount of not less than \$2,000,000 covering employees or representatives who provide services to the County.
- (6) Additional Insured Endorsement: The School District shall be named as an additional insured on all policies (except Workers Compensation and Professional Liability) that are required by these specifications.
- (7) Cancellation Notice: All policies in effect shall contain cancellation endorsements providing sixty (60) days written notice of such cancellation, non-renewal and/or reduction in coverage limits prior to the effective date of such cancellation, non-renewal and/or reduction.
- (8) Cyber Liability: Such insurance shall be on a form acceptable to the School District and shall cover, at a minimum, the following:
 - Data Loss and System Damage Liability
 - Security Liability
 - Privacy Liability
 - Privacy/Security Breach Response Coverage, including Notification Expenses

Such Cyber Liability coverage must be provided on an Occurrence Form or, if on a Claims Made Form, the retroactive date must be no later than the first date of this Contract and such claims-made coverage must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis. The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be: \$ 1,000,000 Each Claim/Annual Aggregate.

LATE PROPOSALS, LATE MODIFICATIONS AND LATE WITHDRAWALS

Proposals received after the Proposal Due Date and time are late and will not be considered. Modifications received after the Proposal Due Date are also late and will not be considered. Letters of withdrawal received after the Proposal Due Date or after contract award, whichever is applicable, are late and will not be considered.

COSTS INCURRED BY PROPOSERS

All expenses involved with the preparation and submission of proposals to the School District, or any work performed in connection therewith shall be borne by the proposer(s). No payment will be made for any responses received, nor for any other effort required of or made by the proposer(s) prior to commencement of work as defined by a contract approved by the School District.

ORAL PRESENTATION

The School District may require proposers to give oral presentations (or interviews) in support of their proposals or to exhibit or otherwise demonstrate the information contained therein.

PROPRIETARY INFORMATION

Please note: Proposers are requested to ensure that boilerplate language in both headers and footers (and any other places) on all proposal pages are accurate and do not assert proprietary and confidential information if not purposefully asserted.

Pursuant to chapter 119, Florida Statutes, proposals received as a result of this RFP will not become public record until thirty (30) days after the date of opening or until posting of a recommendation for award, whichever occurs first. Thereafter, all proposal documents or other materials submitted by all Proposers in response to this RFP will be open for inspection by any person and in accordance with Chapter 119, Florida Statutes. To the extent a Proposer asserts any portion of its proposal is confidential or exempt from disclosure under Florida's public records laws, the Proposer must expressly identify all portions of the proposal asserted to be confidential and exempt, along with specific citations of the Florida Statutes establishing the confidentiality or exemption. Failure to identify the portions of the proposal claimed to be exempt or the specific statutory

authority establishing the exemption shall be deemed a waiver by the Proposer that any unidentified portion of the proposal is confidential or exempt from disclosure under Chapter 119, Florida Statutes.

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

WAIVER/REJECTION OF PROPOSALS

All reasonably responsive proposals will be considered. However, the School District reserves the right to waive formalities or informalities in proposals, to reject, with or without cause, any or all proposals or portions of proposals, or to interview or not interview individual proposers, and to accept any proposal(s) or portions of proposals deemed to be in the best interest(s) of the School District.

NEGOTIATIONS OF PROPOSALS

Based on the written proposals, pursuant to Florida Statute 112.08, the School District may elect to enter into negotiations with one or more of the proposers. The School District reserves the right to negotiate with proposer finalist(s) on alternative medical plan designs.

RULES, REGULATIONS AND LICENSING REQUIREMENT

The proposer shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, including those applicable to conflict of interest and collusion. Proposers are presumed to be familiar with all Federal, State and local laws, ordinances, codes and regulations that may in any way affect the services offered.

RECORDS/AUDIT

Contractor shall maintain records sufficient to document their completion of the scope of services established by this Contract. These records shall be subject at all reasonable time to review, inspect, copy and audit by persons duly authorized by the School District. These records shall be kept for a minimum of three (3) years after completion of the Contract. Records which relate to any litigation, appeals or settlements of claims arising from performance under this Order shall be made available until a final disposition has been made of such litigation, appeals, or claims.

The contractor agrees to maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all revenues and expenditure of funds provided by the School District under any contract resulting from the RFP, and agrees to provide a financial and compliance audit to the School District or to the Office of the Auditor General and to ensure that all related party transactions are disclosed to the auditor. The contractor agrees to include all record keeping requirements on all subcontracts and assignments related to the contract resulting from this RFP.

INVESTIGATION OF ALLEGED WRONGDOINGS, LITIGATION/ SETTLEMENTS/FINES/PENALTIES

The School District specifically requests that responders to this document indicate in writing any investigations of wrongdoings, litigation and/or settlements, and fines or penalties (anywhere in the U.S) involving the Contractor and specific Contractors listed as projected to provide services to the School District. You may be required to respond to questions on this subject matter.

CONDUCT OF PROPOSERS

All submitters or individuals acting on behalf of submitters are hereby prohibited from lobbying or otherwise attempting to persuade or influence any member of the School District of Hendry County or any member of the Insurance Selection Committee at any time during the course of the solicitation process. Failure to comply with this procedure will result in rejection/disqualification of said submittal without exception.

All submitters or individuals acting on behalf of submitters are further prohibited from contacting or otherwise attempting to communicate with any member of the Insurance Selection Committee regarding the pending solicitation or its outcome until after the Committee has arrived at a recommendation of the most qualified submitters. Until such recommendation is disclosed, any contact with the Insurance Selection Committee shall be channeled through the School District's Finance Director. Failure to comply with this procedure will result in rejection/disqualification of said submittal without exception.

EVALUATION CRITERIA FOR MEDICAL INSURANCE

The Insurance Selection Committee will select and recommend a firm based upon the evaluation criteria below for the fully-insured medical benefits. If more than one firm is designated qualified enough to be considered as a finalist, the committee will consider finalist interviews. The School District may also conduct simultaneous negotiations with vendors regarding qualifications, quality and price, prior to recommending to the School District of Hendry County award of the contract to the vendor believed to provide the most responsive and responsible proposal that is most advantageous to the School District.

	Criterion	Points
1.	Cost - Although cost will be a major consideration in evaluating proposals, it will not be the only consideration. Cost will include (but not be limited to) disclosure of rates/premiums, service costs (including HSA administrative services), provider discounts, retention and claims cost, pooling costs, any cost guarantees (if applicable) and other cost components.	30
2.	Coverage - The ability to administer the benefits as is, or as close as practical. The amounts and breadth of coverage and extent of deductibles, co-payments, coinsurance, restrictions or exclusions. For prescription benefits, this will also include the formulary list.	20
3.	Providers – The number and types of providers. For medical benefits, the hospitals and number of physicians under contract and the number of contracted physicians who will accept new patients, and the match-up between current top providers and the network providers proposed. For pharmacies, the extensiveness of the pharmacy network.	15
4.	Service/Customer Service - The administration capabilities and experience of proposers (including HSA administration). This includes such items as enrollment assistance, service responsiveness, communication with School District staff on program administration, quality of billings, Internet website, attendance at School District meetings/events, willingness to engage in at-risk performance guarantees, practices dealing with complaints, grievances and satisfaction, etc.	15
5.	Wellness and Disease Management Programs. This includes such items as breadth of wellness and disease management program and predictive modeling capabilities, health risk assessment and self-help tools, health coaching, Internet website, attendance at wellness meetings/events. Experience in developing and administering programs, including use of incentives and other methods to encourage participation.	5
6.	Reporting and Data Services – Monthly and annual reports of paid claims, quality of experience reports, developing adhoc reports, extent and quality of reports on wellness/disease management, etc.	5
7.	Stability - Financial stability of the proposer, A.M. Best rating, the number of years in business, etc.	5
8.	References – The input received from references contacted and the relevant experience such references display (including HSA administration services).	5
	Subtotal	100
9.	Interviews – For those chosen to be interviewed by the School District (if interviews are conducted), the quality of the interview and the information provided about the proposal and expectations for service to the School District.	50
	Total	150

EVALUATION CRITERIA FOR AGENT/BROKER (IF APPLICABLE)

The proposal review committee will evaluate proposals for agent/broker services based on the described criteria and points which follow to determine which general insurance agent is the first choice. However, the basic decision to utilize a general agent versus use of a company agent (direct) will be made by simple committee vote independently from the below. An agent may be considered only if the winning and/or shortlisted insurer or administrator names such agent in their RFP response.

	Criterion	Points
1.	Cost - Although cost will be a major consideration in evaluating proposals, it will not be the only consideration. Cost will be all remuneration to the agent including (but not be limited to) commission, fees and/or other compensation.	50
2.	Background and Experience – The size of the insurance agency, the experience in providing insurance for public entities and school districts, the personnel and qualifications (particularly of the agent who will serve the School District), number of years as an agent/agency, the breadth of experience in medical benefits.	20
3.	Service/Customer Service – Agreement to the Scope of Services included in the RFP. This also includes such items as enrollment assistance, service responsiveness, communication with School District staff on program administration, quality of billings and experience reports, Internet website, attendance at School District meetings/events, willingness to engage in at-risk performance guarantees, wellness/disease management services, etc.	20
4.	References – The input received from references contacted by the School District and/or the relevant experience such references display.	10
	Subtotal	100
5.	Interviews – For those short-listed to be interviewed by the School District (if interviews are conducted), the quality of the interview and the information provided about the proposal and expectations for service to the School District.	50
	Total	150

CONFLICT OF INTEREST

The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All proposers must disclose with their proposal the name of any officer, director, or agent who is also an employee of the School District. Further, all proposers must disclose the name of any employee who owns, directly or indirectly, an interest in the proposer’s firm or any of its branches. The proposer shall not compensate, in any manner, directly or indirectly, any officer, agent, or employee of the School District for any act or service that he/she may do, or perform for, or on behalf of any officer, agent or employee of the proposer. No officer, agent, or employee of the School District shall have any interest, directly or indirectly, in any contract or purchase made, or authorized to be made by anyone for, or on behalf of the School District. The proposer shall have no interest and shall not acquire any interest that shall conflict in any manner or degree with the performance of the services required under this RFP.

LEGAL REQUIREMENTS

Applicable provision of all Federal, State, county and local laws, and of all ordinances, rules, and regulations shall govern development, submittal and evaluation of all proposals received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a response to RFP hereto and the School District by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.

PUBLIC ENTITY CRIMES STATEMENT

Proposers are hereby notified about Section 287.133(2)(a), Florida Statutes, which requires 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 bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids 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 s. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.”

ANTI-DISCRIMINATION CLAUSE

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, and the implementing rules and regulations provided by the Secretary of Labor are incorporated herein.

DISCRIMINATORY VENDOR’S LIST

Any entity or affiliate who has been placed on the Discriminatory Vendors List may not submit a proposal to provide goods or services to a public entity, may not be awarded a contract or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity and may not transact business with any public entity.

STATE LICENSING REQUIREMENT

All entities defined under Chapters 607, 608, 617 or 620, Florida Statutes, seeking to do business with the School District shall be on file and in good standing with the State of Florida’s Department of State.

The offeror shall have, prior to making this offer, met the license, certification, and any other requirements of the state, county, city and/or other agency of authority with jurisdiction in such matters and should provide copies of documentation which evidence such qualifications with your response to this solicitation; and, that the offeror shall provide follow-up evidence that the contractor maintains such credentials throughout the period of the agreement.

A copy of a current certificate of authority from the Secretary of State authorizing your company to do business in the State of Florida; or other evidence of legal authority to do business in the state, county, city and/or any other agency of authority should be provided with your response to this solicitation; however, the School District may allow this responsiveness issue to be cured after submission of your offer within a reasonable period of time and prior to any recommendation for award. Information concerning certification with the Secretary of State can be obtained at <http://ccfcorp.dos.state.fl.us/index.html>.

Failure to provide evidence of current licensure, certification or other evidence of legal authority to do business in the matters of this solicitation may render your offer non-responsive.

DRUG FREE WORK PLACE

Chapter 287.087, F.S., Procurement of Personal Property and Services. Whenever two or more offers which are equal with respect to price, quality, and service are received by the School District for the purchase of commodities or contractual services, an offer received from a business that certifies that it complies fully with the requirements of the Drug-Free Workplace Program shall be given preference in the award process.

USE OF PROPOSAL FORMS

Proposers should complete the appropriate Proposal Form(s) included in Section VII through Section VIII of this RFP. All blanks on the Proposal Forms should be completed. If a question or confirmation is not applicable, it should be answered with an "N/A." Proposal Forms need not be completed for coverages/services not being proposed.

Supplemental information may be attached to the Proposal Forms. Failure to fully complete the appropriate Proposal Forms may result in disqualification of your proposal.

If additional space for a response is required, attach an additional page to the page on which the question is stated. Clearly identify the number of the question to which the response is attached. Further, if additional Proposal Form pages are needed, photocopy or replicate as appropriate, and attach such additional pages to the page on which the question or chart is stated.

The signature on the Proposer's Warranty(ies) must be that of an officer, partner or a sole practitioner of the company making the proposal. The original proposal, and each copy submitted, should contain an original signature on the Proposer's Warranty contained in each Proposal Form.

IRREVOCABILITY OF PROPOSAL

Each Proposer agrees that proposals shall remain open until the effective date of coverage, January 1, 2019, not subject to revocation, and shall be subject to the School District's acceptance.

CONTRACT AWARDS

The School District anticipates entering into a contract with the Proposer or Proposers who submit the proposals judged by the School District to be most advantageous.

The Proposer understands that this RFP does not constitute an agreement or a contract with the Proposer. An official contract or agreement is not binding until proposals are reviewed and accepted by the School District and executed by all parties.

The School District reserves the right to reject all proposals, to waive any informality, to negotiate with vendors, and to solicit and re-advertise for other proposals.

AGENT/BROKER SERVICES

Proposals are requested, but not required, to be submitted net of any agent or broker commissions.

Agents/Brokers shall recognize that the School District will be scrutinizing the amount of remuneration in relation to the expected level of service to be received. The School District wants to avoid payment of remuneration that may appear to be excessive. The School District may be interested in negotiating such remuneration, especially when two or more agents have similar or identical lowest cost proposals. Proposing agents/brokers shall state if they are willing to negotiate such remuneration.

The Proposal Forms for all proposals must identify any agents or other intermediaries who are not employees of the insurers being proposed, and who will be receiving remuneration for the School District's plan(s). The Proposal Forms must disclose the remuneration basis and estimated annual amounts. Any such agents that will be receiving remuneration in connection with proposals submitted in response to this RFP should complete the Proposal Forms contained in Section VIII.

Please note that such agents making proposals must be designated by their choice of insurer(s) on the applicable Proposal Form(s). Whether an insurer is proposing with one such agent or multiple agents, all must be shown on the Proposal Form(s) submitted by such insurer, as these are the only agents that will be considered.

The Proposal Forms must include details of the service to be provided by these agents who will be receiving remuneration. See the separate Model Program for Agent Services section.

Also, if an agent who is not an employee of the insurer is chosen, the School District reserves the right, based on its evaluation of the value of the service received, to continue such agent upon each renewal or to alternatively consider the direct services of the insurer through its employee agent.

AGENT OF RECORD

The School District reserves the right at any time to replace the Agent of Record (if there is one) with another agent of the same company, if, in the opinion of the School District, such Agent of Record is not rendering or is incapable or rendering the quality of service and cooperation required.

Please note that agents submitting proposals included or not included with an insurer must be designated on the insurer's applicable Proposal Form(s). If an insurer is proposing with multiple agents, all agents must be shown on the Proposal Form(s), as these are the only agents that will be considered.

MEDICAL INSURER AND HRA/HSA ADMINISTRATOR REFERENCES

Insurers and HRA/HSA administrators should provide at least four (4) references for which similar coverage and services have been provided in the past three (3) years. References from the School District's general geographic area and from similarly sized Florida school districts, counties, municipalities and/or other governments are preferred. Please note that References as an Evaluation Criteria will be scored based upon original submittal. Original Submittals which do not include reference details and purport to provide references upon shortlisting or upon request will be scored as "0".

AGENT/BROKER REFERENCES

Agent proposers should provide at least four (4) references for which similar coverage and services have been provided in the past three (3) years. References from the School District's general geographic area and from similarly sized Florida school districts, counties, municipalities and/or other governments are preferred. Please note that References as an Evaluation Criteria will be scored based upon original submittal. Original Submittals which do not include reference details and purport to provide references upon shortlisting or upon request will be scored as "0".

Note: In addition, unless factual, the same references used for the medical insurance references are not to be copied. The School District is requesting specific references for Agent/Broker services.

EXCEPTION TO THE RFP

Proposers may take exceptions to any of the terms of this RFP unless the RFP specifically states where exceptions may not be taken. Should a proposer take exception where none is permitted, the proposal may be rejected as non-responsive. All exceptions taken must be specific, and the proposer must indicate clearly what alternative is being offered to allow the School District a meaningful opportunity to evaluate and rank proposals.

Where exceptions are permitted, the School District shall determine the acceptability of the proposed exceptions and the proposals will be evaluated based on the proposals as submitted. The School District, after completing evaluations, may accept or reject the exceptions. Where exceptions are rejected, the School District may request that the proposer furnish the services or goods as described herein, or negotiate an acceptable alternative.

DEVIATIONS FROM MODEL PROGRAM

The contract terms and conditions stipulated in this RFP are those desired by the School District, and preference will be given to those proposals in full or substantial compliance with them. All deviations from the model program must be clearly stated on the Proposal Forms.

**SCHOOL DISTRICT OF
HENDRY COUNTY**

Section III

Common Contract Provisions

SECTION III

COMMON CONTRACT PROVISIONS

PROVISIONS INCORPORATED BY REFERENCE

This Section III contains requirements and endorsements, which are common to more than one coverage or service. The contract requirements and endorsements set forth in this Section III are incorporated by reference in such sections. Those provisions, which are identified as endorsements, are to be included verbatim in the insurance policy or contract.

PROHIBITION OF WARRANTY ENDORSEMENT

The Company acknowledges that School District, has made a reasonable attempt to provide the Company with relevant and appropriate rating exposures and loss data. The Company therefore waives any right of denial of coverage or voidance of the contract based upon any expressed or implied warranty or representation (whether written or oral) that the rating exposures and loss data provided disclose all exposures or data known to exist.

SOLE AGENT ENDORSEMENT

It is agreed that School District shall be the Sole Agent with respect to payment, cancellation, and notice with respect to the Contract between the School District and the successful proposer(s). Any notice with respect to the foregoing shall be sent in writing to:

James Sealey
Director of Human Resources
School District of Hendry County
P.O. Box 1980
LaBelle, FL 33975

HOLD HARMLESS/INDEMNIFICATION PROVISION

The successful Proposer shall hold harmless, indemnify and defend School District, its members, officials, officers and employees against any claim, action, loss, damage, injury, liability, cost and expense of whatsoever kind or nature (including, but not by way of limitation, attorneys' fees and court costs) arising out of or incidental to the performance of the contract or work performed thereunder, whether or not due to or caused by negligence of School District, its members, officials, officers or employees, excluding only the sole negligence of School District, its members, officials, officers and employees.

TERMINATION AND NON-RENEWAL ENDORSEMENT

Notwithstanding any provision in this Contract to the contrary, except with respect to cancellation of this Contract for non-payment (for which at least sixty (60) days' written notice shall be provided), the Company may not cancel, non-renew, restrict coverage, or restrict the Company's contractual obligations with respect to this Contract except:

- A. as of the end of the [12] month anniversary of this Contract; and
- B. then only when such action is to be effective at least one hundred and fifty (150) days after receipt by School District, of valid written notice from the Company of the Company's intention with respect to such cancellation, non-renewal, restriction of coverage, or restriction of the Company's contractual obligations.

The Company may not effect cancellation of this Contract for non-payment of premium until at least sixty (60) days after receipt by School District, of valid written notice from the Company of the Company's intention with respect to such cancellation.

The written notice of any cancellation, non-renewal or restriction of the Company's contractual obligations shall be delivered by certified mail to:

James Sealey
Director of Human Resources
School District of Hendry County
P.O. Box 1980
LaBelle, FL 33975

This Contract may be canceled at any time at the request of School District, by written notice to the Company stating when thereafter cancellation is to be effective. In the event of termination of this Contract, for whatever reason, the earned fees or other consideration shall be computed on a pro rata basis without penalty, and the Company shall refund the excess of paid fees or other consideration to School District, within thirty (30) days from the date of termination.

RERATING ENDORSEMENT

Notwithstanding any provision in this Contract to the contrary, the Company may not effect any increase of rates or other consideration applicable to this Contract except:

- A. as of the end of the [12] month anniversary of this Contract; and

- B. then only when such increase is to be effective at least one hundred fifty (150) days after receipt by School District, of valid written notice from the Company, stating specifically the amount of change proposed. Mere 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.

The written notice of any change in rates or other change in consideration shall be delivered by certified mail to:

James Sealey
Director of Human Resources
School District of Hendry County
P.O. Box 1980
LaBelle, FL 33975

**SCHOOL DISTRICT OF HENDRY
COUNTY**

Section IV

**Model Program
For
Fully Insured Medical Insurance**

SECTION IV

MODEL PROGRAM FOR FULLY INSURED MEDICAL INSURANCE

PROVISIONS INCORPORATED BY REFERENCE

The following provisions of this RFP are incorporated by reference into this SECTION IV – MODEL PROGRAM FOR FULLY INSURED MEDICAL INSURANCE.

SECTION II - GENERAL REQUIREMENTS - All the provisions of Section II are specifically incorporated by reference.

SECTION III – COMMON CONTRACT PROVISIONS – All provisions of Section III are specifically incorporated by reference.

CONTRACT PERIOD

An initial 12-month contract, from January 1, 2019, through and including December 31, 2019, is required. Further, it shall be the option of the School District to renew the program for additional plan years thereafter.

Renewal guarantees are encouraged and will be considered favorably.

RATE GUARANTEE PERIOD

Regardless of actual enrollment, the initial rates shall be guaranteed for 12 months. Changes after the initial 12 month period shall be subject to the Rerating Endorsement.

REMUNERATION

Any remuneration or other similar compensation included must be shown separately. Remuneration arrangements, if any, will be between the School District, the successful Proposer, and any agent, broker or other intermediary representing the successful Proposer.

ACCESS TO CLAIM FILES

The proposer agrees that the School District, shall have reasonable access to all claim files created as a result of the claims services to be provided by the successful proposer. For the purpose of this provision, reasonable access shall include making available, upon receipt of five (5) days advance written notice, all claim files for review by the School District. Further, upon written request of the School District, the successful Proposer shall make available to the School District at the School District's offices and within ten (10) days after the written request, a complete copy of selected files identified by the School District.

OWNERSHIP OF CLAIM DATA

The School District shall have all right, title, interest and ownership to all loss statistics created as a result of the services to be provided by the successful Proposer. Further, at the sole option of the School District, and upon fourteen (14) calendar days' written notice, the successful Proposer shall provide such data to the School District.

At the termination of the contract, the successful Proposer shall provide the School District with computer tapes or other computer media containing all of the data required to facilitate a smooth transition. Such data shall be made available within 30 days of written request, in a format generally importable into a commonly recognized database for loss statistics.

AUDIT REQUIREMENT

Proposers shall state to what extent they will allow the School District to audit or, to permit designees on behalf of the School District, to audit the proposer's files and procedures as they relate to the School District.

ELIGIBILITY & ENROLLMENT

Coverage must match the School District's current eligibility requirements. Coverage is effective on the 1st of the month following 30 days of full time employment, including for Board Members and for retirees, as outlined in the School District's current plan documents. These documents can be found in the Exposure Section of this RFP and applicable employee handbooks and manuals.

Eligible employees include full time equivalents (FTE) who work 20 hours or more per week, and Board Members.

For retirees, the School District specifically provides the following for the surviving spouse of a deceased retired employee:

Coverage is to be "continued indefinitely for the surviving spouse of a deceased retired employee, provided the spouse was covered as a dependent by the retiree at the time of death. When the spouse is eligible for Medicare, Medicare is Primary and School District's plan is secondary."

Proposers should be aware that it is impossible to predict how many employees will elect each plan design and monthly premiums rates for each plan design must be honored as proposed even if there is a substantial change in plan design choices at enrollment.

The Board currently contributes \$9,000 annually per employee for this insurance. Employees pay the remainder for the coverage tier selected. Enrollment is in October.

CONTINUITY OF COVERAGE (NO LOSS/NO GAIN PROVISION)

Notwithstanding any actively at work, waiting period, pre-existing condition, or other provision or limitation in the proposed plan to the contrary, if, but for the replacement of the current plan with the proposed plan, an insured would have been covered by the current plan, the insured shall be entitled to the lesser of:

- (1) the benefits which would have been payable had the current plan been continued; or
- (2) the benefits which would be payable under the proposed plan without the application of any actively at work, waiting period, pre-existing condition, or other provision or limitation in the proposed plan.

SCOPE OF COVERAGE

Currently, the School District offers the following three (3) plans:

- 1. Florida Blue Plan 1 – 03564
- 2. Florida Blue Plan 2 – 05302
- 3. Florida Blue Plan 3 – 05903/05173 (Employee HRA and Family HSA HDHPs)

The HDHP plan includes the following:

- 1. 05903 – Single only coverage with a Health Reimbursement Account (HRA). The District funds \$1,500 annually into the single only coverage.
- 2. 05173 – Family coverage with a Health Savings Account (HSA). The District does not fund anything into the HSA.
- 3. Only one (1) plan can be chosen, the 05903 HRA or the 05173 HSA. If an employee opts into the family coverage, no District funds are given.
- 4. The HRA and HSA vendor is Health Equity.
- 5. Members use a debit card for the HRA and HSA expenses.

Option 1

Propose the benefits as is: Plans 1 – 3 with the same benefits.

The prescription benefit should be proposed as is per Exhibit 4 a,b,c, the Benefits Match-ups. Deviations should be noted.

Option 2

For Option 2, the School District would like to consider moving to two (2) plans:

The plans to propose on will be:

- 1. Florida Blue Plan 03564 with increased deductibles and out-of-pockets.
 - 2. Florida Blue Plan 05903 and 05173 with decreased max out-of-pockets.
- (Please see Section VI for the specific plan details for the two (2) plans.)

The prescription benefit should be proposed as is on both current plans. The Florida Blue Plan 2 would be eliminated and some additional changes would be made to the other two (2) plans. Please see Exhibit 5 a,b,c, the Benefits Match-ups.

This RFP includes a Benefits Match-Up (a, b, c) Exhibit – 4, outlining the proposed benefits and asking proposers to respond “Match” or provide details regarding the benefits offered for the plan proposed.

The School District is interested in only fully insured proposals. Self-insurance proposals and proposals from consortiums and/or pools will not be considered.

The School District reserves the right to negotiate with proposer finalist(s) on alternative plan designs.

TELEMEDICINE

The District would like to include telemedicine as a benefit for employees and their dependents. Proposers are requested to provide details regarding the ability to offer a telemedicine benefit and its associated costs.

POOLING POINT

Proposers are requested to provide details regarding the pooling point and pooling charges included in premium calculations. Current pooling is at \$220,000.

SCOPE OF SERVICES

The successful Proposer shall perform all services indicated below, including:

- Managed Care Services,
- Administrative Services,
- Healthcare Reform Services,
- Prescription Benefit Services,
- Health Reimbursement Account (HRA) and Health Savings Account (HSA) Administration Services,
- Reporting and Data Services, and
- Wellness Program and Disease Management Services.

Proposals must include claims administration, network access and utilization review services. Any sub-contracted services (such as an HSA administrator) to be provided in connection with these requirements must be identified in the proposal.

The School District desires to continue a prescription drug plan similar to the current plan design that can deliver cost effective prescription benefits to the School District’s medical benefits plan participants through an extensive pharmacy network, supplemented by a mail order service and specialty pharmacy services.

All proposals should include copies of any contract which the School District will be required to execute. All proposals should include copies of standard communication materials that are sent to members, such as explanation of benefit (EOB) type forms.

MANAGED CARE SERVICES

Proposer should maintain a provider managed care network consisting of hospitals, physicians, allied and ancillary services, and durable medical equipment. This arrangement should:

1. Provide services with reasonable promptness with respect to geographical location, hours of operation, and after hours care; including emergency care available 24 hours a day, 7 days a week.
2. Contract with network physicians that:
 - a. Hold appropriate occupational and professional licenses;
 - b. Hold active and unrestricted privileges in their specialty;
 - c. Have a valid Drug Enforcement and Administration (DEA) number and hold unrestricted prescribing privileges (except chiropractors);
 - d. Have hospital privileges at participating hospitals;
 - e. Have not been convicted of a felony or greater crime;
 - f. Are specialty board certified (80% or greater); and
 - g. Have not been suspended, placed on probation or limited from any hospital privileges or restricted from receiving payments from Medicare, Medicaid, or other third party programs during the last five years.
3. Contract with network hospitals that:
 - a. Hold current Joint Commission on Accreditation of Hospitals (JCAH) accreditation without conditions and licensure;
 - b. Have at least 80% of staff physicians with full admitting privileges board certified;
 - c. Are free from disciplinary action for the last five years;
 - d. Are Medicare certified; and
 - e. Hold current accreditation with one of the following (in lieu of JCAH), if the hospital is primarily of a rehabilitative nature and lacks surgical facilities:
 - (1) American Osteopathic Hospital Association; or
 - (2) Commission on the Accreditation of Rehabilitative Facilities.
4. Provide a network(s) consisting of providers that have the capacity to provide treatment throughout the State of Florida.

Accordingly, this RFP includes a Most Utilized Providers Exhibit 5 (1 Tab, in Excel), listing the top providers and asking proposers to respond (yes or no) regarding whether the providers are included or not in the network for each plan proposed.

- a. Proposers should include a detailed list that includes all participating hospitals in the following counties: Hendry, Lee, Palm Beach, Charlotte, Glades, Highlands and Collier.
- b. The School District desires that the hospitals in the network(s), collectively, should offer the following services:
 - (1) Anesthesia
 - (2) Audiology
 - (3) Day Surgery
 - (4) Diagnostic, X-Ray, and Laboratory Services
 - (5) Emergency Services
 - (6) Medical/Surgical Intensive and Acute Care
 - (7) Neo-natal Care
 - (8) Neurology Services
 - (9) Obstetrical Care and High-Risk Obstetrical Care
 - (10) Pediatric Care
 - (11) Psychiatric Care
 - (12) Respiratory Care
 - (13) Social Service & Discharge Planning
 - (14) Speech Pathology
 - (15) Substance Abuse Treatment
 - (16) Therapies - Physical, Respiratory, Occupational
 - (17) Trauma Care
- c. The School District desires that the network(s) include the following providers:
 - (1) Primary care physicians who include physicians practicing in the field of General Practice, Family Practice, Internal Medicine, OB/GYN, and Pediatrics.
 - (2) Specialty physicians in the network(s), collectively, should provide the following medical practice areas:
 - Allergy/Immunology
 - Anesthesiology
 - Cardiology
 - Chiropractic Medicine
 - Endocrinology
 - Dermatology
 - Gastroenterology
 - Internal Medicine
 - Neurology
 - Obstetrics/Gynecology
 - Oncology

- Ophthalmology
- Orthopedic Medicine
- Otolaryngology
- Pediatrics
- Physical and Occupational Therapy
- Podiatry
- Pulmonary Medicine
- Radiology
- Rheumatology
- Speech Pathology and Audiology
- Urology

5. Provide benefits to employees/dependents that are referred to an out-of-network specialist due to the lack of in-network providers in that specialty, at the in-network benefit level. The School District's plan offers both in-network and out-of-network benefits, however, there is a limitation on ancillary provider services for Radiologists, Anesthesiologists and Pathologists. If these providers are out-of-network, even though the service was performed at an in-network facility, out-of-network benefits apply. Please address this in Section VIII where requested.
6. Include ancillary providers in the network(s) that are properly licensed and credentialed, and provide the following services: imaging centers, diagnostic x-ray and laboratory facilities, durable medical goods, home health care, skilled nursing facility, birth centers, and hospices.
7. Provide employees with current directories on an annual basis with quarterly updates, and/or provide on-line access to current directory information.
8. Require that network providers hold the employees/dependents and the School District harmless from any fees for services which are rendered that are plan eligible charges (except deductibles, co-payments and coinsurance), regardless of the reason for non-payment.
9. Prohibit network providers from balance billing the patient for any excess of contracted amount, except for deductibles, co-payments and coinsurance.
10. Provide Medical Case Management that:
 - a. Uses Florida Registered Nurses and vocational counselors to provide all the services described below. Refer more complicated cases and/or disputes with providers to physician consultants who are licensed and are board certified in their specialty.
 - b. Performs specific services that coordinate the provision of care and the management of benefits in cases of catastrophic illness or injury. Such a program should strive to ensure that patients receive the most appropriate, cost-effective care and derive maximum advantage from

available plan benefits. It may require covering expenses not normally covered by the plan (e.g., air conditioners, wheelchair ramps, etc.) in exceptional situations, to return a patient to a productive life.

- c. Follows specific medical/disability criteria to determine which claims may need medical/disability management intervention to include, but not be limited to, the following:
 - (1) Spinal cord injury
 - (2) Burns (third and fourth degree)
 - (3) Amputations
 - (4) Traumatic brain injury
 - (5) Renal failure
 - (6) Neo-natal single or multiple births
 - (7) Neoplasm of brain, bone, pancreas, liver
 - (8) At risk pregnancy
 - (9) Accidents involving multiple family members with multiple injuries
 - (10) All claims exceeding a \$50,000 threshold
 - (11) Organ transplants
 - d. Coordinates with Utilization Review and claims processing for effectiveness and efficiency.
 - e. Provides quarterly medical case management reports on all claims expected to exceed \$50,000 or otherwise identified as being the type of claim which will benefit from medical case management, in addition to reports that identify current and past case loads, prognoses and savings realized through case management.
11. Provide Utilization Review that:
- a. Uses Florida licensed Registered Nurses to provide all the services described below. Refer more complicated cases and/or disputes with providers to physician consultants who are licensed and are board certified in their specialty.
 - b. Includes the following specific services:
 - (1) Pre-admission certification for medical admissions, and determination of medical necessity;
 - (2) Continued stay review by telephone of all hospitalizations. Certification of the need for additional days beyond the initial pre-certification. Medical necessity of treatment and length of stay to be strictly observed. No benefits are to be payable if the treatment is not medically necessary;
 - (3) Concurrent Review of selected hospitalizations via personal visit by a Registered Nurse (RN) where conditions indicate a need for such;
 - (4) Retrospective Utilization Review (after delivery of service, but prior to payment) of all unusual claims plus all claims over \$50,000; and

- (5) Discharge planning for medical/surgical patients.
- c. Provides quarterly statistics on the effectiveness of Utilization Review.
- d. Coordinates with Medical Case Management for effectiveness and efficiency.

ADMINISTRATIVE SERVICES

Except for the collection of premium to the successful Proposer and, as except otherwise noted in this RFP, the successful Proposer shall be totally responsible for the administration of the plan. These activities should include, but are not limited to, the following:

- 1. Subject to the exercise of professional judgment, the winning Proposer shall accept and settle or deny all reported claims.
- 2. Design, print, and furnish descriptive literature and enrollment material in a sufficient quantity. Additionally, certificates/booklets are to be provided as needed. These certificates must have a readability level acceptable to the School District. In addition, furnish an electronic version of the certificates/booklets for the School District to use on their website. These documents must be provided at no additional cost to the School District.
- 3. Mail/deliver booklets, ID cards, or certificates directly to the School District, after the School District has reviewed a draft and approved it. This review and approval by the School District is to be completed prior to printing by the successful Proposer.
- 4. Issue ID cards within three (3) calendar weeks (plus four (4) days' mailing time) after completion of open enrollment periods or after enrollment papers are received for new hires.
- 5. Establish claims reporting procedures that are compatible with the needs and organizational structure of the School District.
- 6. Provide enrollment assistance, including educational materials pre-approved by the School District in advance of distribution, to the School District during open enrollment period on an annual basis. These tasks should include, but not be limited to, providing sufficient and properly trained enrollers employed by successful Proposer, and requiring that they attend all scheduled enrollment meetings.
- 7. Assign a staff person as the School District's account representative in each of the respective areas, including medical claims, medical eligibility and reporting and data services.

8. Meet with the School District, at a minimum, quarterly, to discuss the status of the plan, performance, audits, reports, and planning.
 9. Attend meetings, if requested by the School District.
 10. Verify claimant's eligibility for benefits based on eligibility requirements furnished by the School District.
 11. Maintain covered dependent information by dependent's name, date of birth, gender, and relationship to insured and social security number.
 12. Use a fully automated online clinically-oriented claims adjudication and auditing system that analyzes coded claims data to ensure correct identification.
 13. Screen for and deny workers' compensation claims.
 14. Target (flag) the following types of claims for supervisory review*:
 - a. Service required precertification, but certification not obtained;
 - b. Actual length of stay or level of service does not match the approved length of stay or level of service;
 - c. Dollar amount or diagnoses warrants potential referral to medical case management; or
 - d. Any one bill that exceeds \$50,000.
- *Supervisory review shall include, as appropriate, at a minimum, a review of itemization of invoices exceeding \$50,000 and review of case management notes.
15. Identify and maintain separate COB information for each applicable claimant, as well as distinguish between the various types of COB.
 16. Maintain the confidentiality requirements of Federal and Florida law by having adequate systems security features.
 17. Turnaround 95% of all "clean" claims within ten (10) working days and 100% of all claims within thirty (30) working days. A "clean" claim is a claim submitted with all needed information for proper processing and adjudication.
 18. Issue EOBs to the claimant within five working days of processing claims.

19. Create an EOB that meets with the School District's approval that uses a format and terminology such that a person not of a medical or insurance background can easily understand the content. This EOB must also comply with Health Care Reform requirements (example: Claims and Appeal procedure requirements).
20. Cooperate with the managed care organizations and the UR firm in resolving discrepancies for proper payment of benefits when compliance dictates the use of one or both of these programs.
21. Conduct semi-annual internal audits for claim accuracy and occurrence of mispayments. Report results to the School District within ten (10) working days from the end of the reporting period.
22. Provide COBRA and HIPAA administration and pay COBRA beneficiary claims.
23. Establish and maintain a toll-free line for employees. This line should be operational from at least 8 a.m. to 6 p.m. (Eastern Standard Time). A voice mail system or equivalent system should be available to take off-hour or weekend calls.
24. Maintain access to a Medical Director to evaluate appealed claims.
25. Coordinating with the School District to continue confirming enrollment/eligibility on a monthly basis by comparing the insurer's eligibility record to the School District's eligibility record in Excel format (as described above in the Billing and Eligibility section).
26. Administer the plan on a detail billing remittance basis by division, separated by active employee, retiree and COBRA beneficiary.
27. Conform accounting procedures and practices to generally accepted accounting principles.
28. Maintain proper records for tax reporting purposes; e.g., 1099s.
29. Retain medical claims history online for minimum of twenty-four (24) months.
30. Prepare, maintain, and file with any applicable federal, state or local governmental agencies, any forms or reports as may be required from time to time by law; e.g., New York Public Goods Pool, COBRA, CMS obligations, etc.

31. Provide assistance with regard to: (1) problems arising in connection with insurance laws, (2) tax aspects of the Plan, (3) litigation arising out of the administration of the Plan, and (4) any other legal matters that may arise in the course of the operation of the Plan.
32. Provide assistance with any regulatory employee notifications, both for Healthcare Reform and on an ongoing basis.
33. Establish claim denial and grievance procedures which are clearly communicated to members. Grievance procedures should be consistent with all applicable federal and state laws, rules and regulations, including but not limited to Healthcare Reform.
34. Supply all postage required to service the School District's account.
35. Send correspondence using School District approved pre-formatted letters to the claimant or provider. The content of these letters must be easily understandable by a person not of a medical or insurance background.
36. The School District will have first review and pre-approval of any correspondence that will be sent to claimants or providers that includes changes/amendments to the plan.

HEALTHCARE REFORM SERVICES

1. To the extent applicable, assist the School District in a timely manner in staying in compliance with the PPACA, or subsequent healthcare legislation.
2. As the effective and/or implementation dates of the PPACA become applicable to the School District, assist the School District in a timely manner in staying in compliance with the PPACA for their health plans (and if applicable, their prescription plan) by (at a minimum):
 - a. Reviewing the language in their plans in regards to the Guaranteed Availability of Coverage.
 - b. Providing plan testing, of each plan offered, of the Essential Health Benefits as defined by the PPACA.
 - c. Providing plan testing, of each plan offered, of the actuarial value of benefits (minimum value) as defined by the PPACA.
3. To the extent required, provide the School District a Summary of Benefits and Coverage (SBC).
4. Assist the School District with understanding the fees assessed by the PPACA. In addition, assist the School District in the assessment, cost and payment of any PPACA fees, including the Patient Centered Outcomes

Research (PCOR) fee and the Transitional Reinsurance Program fee, as applicable.

5. Assist the School District with other healthcare reform, or subsequent healthcare legislation, reporting.

PRESCRIPTION BENEFIT SERVICES

These activities should include, but are not limited to, the following:

1. Subject to the exercise of professional judgment, the winning Proposer shall accept and settle or deny all reported prescription claims.
2. Provide appropriate literature to describe the benefits offered by the School District to its employees and appropriate educational materials regarding use of generics versus brand names, the advantages of mail order service where it is the most efficient for all concerned, and formulary information.
3. Use a fully automated online clinically-oriented claims adjudication/auditing system that analyzes coded claims data to ensure correct identification.
4. Screen for and deny workers' compensation claims.
5. Maintain the confidentiality requirements of Florida and Federal law by having adequate systems security features.
6. Establish and maintain a toll-free customer service line for employees. This line should be operational from at least 8 a.m. to 6 p.m. (Eastern Standard Time). A voice mail system or equivalent system should be available to take off-hour or weekend calls, with call backs to occur within 24 hours of the next business day.
7. Retain claims history online for minimum of 24 months from the last date of any claim activity pertaining to services rendered. All prior claims history incurred during the course of this contract must be captured in such a manner compatible for media storage and delivered to the School District at their request. This data must be maintained for the full duration of the contract period, and must also be available for transfer to the subsequent vendor, should the School District elect to change vendors in the future.
8. Provide a comprehensive drug utilization review program (DUR).
9. Provide cost effective intervention programs, such as prior authorizations, step therapy, etc.

HEALTH REIMBURSEMENT ACCOUNT AND HEALTH SAVINGS ACCOUNT ADMINISTRATION

The administrator is expected to provide the School District with at least the following professional services:

1. Assure compliance with applicable law, regulations, etc.
2. Assist with employee group seminars and individual enrollments.
3. Establish billing procedures that are compatible with the needs and organizational structure of the School District.
4. Establish claims reporting procedures that are compatible with the needs and organizational structure of the School District.
5. Preparation of enrollment communications materials, including a letter explaining the program, HRA/HSA question/answers, examples of the benefits of HRAs/HSAs, a worksheet for employees to determine amounts to place in their HRAs/HSAs and an enrollment form.
6. Provide a local area telephone number or “800” number that employees may call throughout the year for counseling, information or service regarding the HRA/HSA benefit plan(s).
7. Establish all records necessary for maintaining account balances.
8. Provide forms for reimbursement of claims, change of status, direct deposit, disbursement statements, etc.
9. The administrator shall be responsible for ongoing enrollment and for producing reports to the School District as needed and to individual employees.
10. Payment of claims.
11. Provide quarterly individual account status reports to participants.
12. Provide bi-weekly participation and account status reports to participants.
13. Provide a summary Annual Report for employees.
14. Provide an annual forfeiture report to the School District.
15. Provide federal report filing requirements, including issuing 1099s to providers.

16. The administrator is required to maintain books, records, documents and any evidence on costs and expenses for services provided. Records must be maintained for three full years after this contract ends and records should be open to School District audit upon request.

MEDICAL & PRESCRIPTION REPORTING & DATA SERVICES

1. Establish claims reporting procedures that are compatible with the needs and organizational structure of the School District.
2. Provide the School District's designees direct access to claims data and reporting capabilities.
3. Provide the School District with aggregated data reporting capabilities.
4. Prepare and furnish the School District with monthly exposure and loss data statistics. Exposure data should include census data, such as name of employee, zip code and date of birth and employment status. Loss data reports should include, but not be limited to, the following information: (Data subject to compliance with HIPAA privacy guidelines.)
 - a. Claims data should be provided monthly (within 30 days after the end of the month) with cumulative totals for the plan year, separately for participants in each category of plan offered (e.g. PPO and HDHP), preferably in a format that will provide data separately for employees and their dependents, retirees and their dependents and COBRA and their dependents, and total for all participants and all dependents. The desire for separate premium/claims experience for employees, retirees, COBRA and dependents is to permit the School District to determine if the rates being charged are equitable. Claim reports should be provided additionally for 12 months after plan termination, or until there are no runout and/or extension of benefits claims.
 - b. Claims data should be provided monthly detailing all claims where more than \$25,000 has been paid in the current plan year. Data should include amount paid, type of plan participant (employee, dependent, retiree, etc.), diagnosis, prognosis and status of the claim (active, expired, etc.).
5. Provide reports inclusive of data elements specified by the School District, and in mutually agreed upon formats. The required standard reports include, but are not limited to, the following:
 - a. Monthly reports are due on the 15th workday following the end of the "report" month. These reports should include paid claims summaries (separated by employee, dependent, retiree, and COBRA beneficiary).
 - b. Quarterly and Year-to-Date Reports are due on the 15th working day following the "report" quarter. These reports should include: benefit payment summaries, inpatient (utilization) reports, paid claims by coverage and diagnosis types, COB savings, and service inquiries.

6. Provide prescription data reports inclusive of data elements specified by the School District, and in mutually agreed upon formats. The required standard reports will include, but are not limited to: monthly reports of claims versus premium are due by the 15th business day following the end of the "report" month. These reports should include: paid claims summaries (separated by employee, dependent, retiree, and COBRA beneficiary).
7. Prepare and furnish the School District with periodic prescription reports included in the medical benefits reports that provide claims data. Reports on drug benefits costs should include appropriate data on utilization by category (such as retail and mail order, for generic, preferred brand, non-preferred brand, etc.).
8. Provide access to archived data within ten (10) working days of a request by the School District.

WELLNESS PROGRAM AND DISEASE MANAGEMENT SERVICES

The School District is interested in proactive wellness and disease management initiatives, including participation incentives. The School District's insurer, Florida Blue, provided a \$100,000 wellness incentive fund for 2017 only. This fund could be used for wellness related activities for the School District with their discretion. The School District would like proposers to state if they can at least match and/or increase the wellness fund and how the School District can use the fund specifically.

The School District also has Florida Blue's Wellness product, The Better You Health Promotion, which includes on-site biometric screenings. A Florida Blue Better You Program Manager works with the School District and attends health fairs and also provides open enrollment support as needed.

Please provide details in your proposal of all current program offerings including, if applicable, any additional cost. Proposals should detail the support staff and other assistance that will be provided. Additionally, please outline any wellness services that you think would advantageous to the School District and why.

PERFORMANCE GUARANTEES

Proposers should confirm that they are willing to offer performance guarantees and that they are willing to permit the School District access to claims offices, personnel and files to conduct audits necessary to verification of performance standards. Performance may be evaluated on a variety of issues, such as:

- If applicable, timely implementation of the School District's account.
- Timely delivery of finalized contracts for the selected program.
- Timely delivery of identification cards, at and subsequent to initial enrollment.
- For provider directories, timely updates either online or if a significant change that will affect a large portion of members, timely communication notices (s) (either verbal or via mail).
- Timely delivery of monthly reporting.
- Timely delivery of plan documents and HCR summaries (as applicable).
- Wellness program health guarantees.
- Claims turnaround time.
- Accuracy of claims coding and payments.
- Telephone response time, and abandonments.
- Quality of service to plan participants, as measured by periodic surveys.
- Quality and timeliness of claims experience reports.
- Network provider participation, with penalties for drops below pre-specified levels.
- Rate of provider turnovers.
- Access to standards of care.
- Collection or other threats to participants by providers not paid by the insurer.

State the extent to which these measurements will be applied specifically to the School District's account (account specific) versus your "book of business".

Suggestions on criteria for measuring performance and indications of how the organization is set-up to facilitate auditing of performance should be submitted. If the proposer has a performance guarantee agreement, provide a sample for review.

Please confirm your firm's willingness to enter into such an agreement and to negotiate appropriate terms, and recommend appropriate incentives or disincentives (meaningful penalties) to make the performance guarantee practical.

SCHOOL DISTRICT OF HENDRY COUNTY



Section V

Model Program For Agent/Broker Services

SECTION V

MODEL PROGRAM FOR AGENT/BROKER SERVICES

PROVISIONS INCORPORATED BY REFERENCE

The following provisions of this RFP are incorporated by reference into this SECTION V – MODEL PROGRAM FOR AGENT SERVICES.

SECTION II - GENERAL REQUIREMENTS - All the provisions of Section II are specifically incorporated by reference.

SECTION III – COMMON CONTRACT PROVISIONS – All the provisions of Section III are specifically incorporated by reference.

APPLICABILITY OF THIS SECTION

If the School District chooses to engage an agent who is not an employee of the insurer, rather than choosing a direct proposal by the insurer (utilizing an employee agent), the items in this section are applicable.

The School District does not currently have an agent/broker on the medical and prescription benefits plan.

Proposals are requested, but not required, to be submitted net of any agent or broker commissions. The Proposal Forms for all proposals must identify any agents or other intermediaries who are not employees of the insurers being proposed, and who will be receiving remuneration for the School District's plan(s). The Proposal Forms must disclose the remuneration basis and estimated annual amounts. Any such agents that will be receiving remuneration in connection with proposals submitted in response to this RFP should complete the Proposal Forms contained in Section VIII.

Please note that such agents submitting proposals must be designated by their choice of insurer(s) on the applicable Proposal Form(s). Whether an insurer is proposing with one such agent or multiple agents, all agents must be shown on the Proposal Form(s) submitted by such insurer, as these are the only agents that will be considered.

CONTRACT PERIOD

There will be an initial 12-month contract, from January 1, 2019, through and including December 31, 2019. Renewal of such contract will be at the School District's option, based on its evaluation of the value of the service received. The School District may opt to continue such agent upon each renewal or to alternatively consider the direct services of the insurer through its employee agent.

Renewal guarantees are encouraged and, depending on the type, may be considered favorably.

SCOPE OF SERVICES

The agent selected should provide the following services. Proposals should clearly state if any additional fees apply to any services.

1. Assist in the coordination of the implementation of the new medical program, including coordination of enrollment materials, planning of enrollment meetings, staffing enrollment meetings.
2. Assist in planning and staffing each annual enrollment process.
3. Assist with any Healthcare Reform items/issues.
4. Assist with the implementation of changes, including preparation of communication materials, as needed.
5. Respond to questions regarding the medical plan as submitted by the School District and by employees.
6. Be available on-site, as needed, for meetings. At the School District's request, attend scheduled employee benefit meetings. Meet with the School District at least quarterly to review and discuss plan performance, premium/claims history, market trends, medical insurance trends, and provide observations. Agent representation will not preclude the School District from gaining centralized electronic access to open enrollment services, claims administration, reporting, billing and customer service.
7. Provide, or coordinate with the medical insurer to provide an estimated renewal projection in May of each year based upon standard underwriting formulas.
8. Present, or coordinate with other vendors to present, final renewal pricing on a schedule agreed upon with School District Benefits/Risk Management staff.
9. If the School District conducts a procurement process for medical coverage, promptly assist in coordination of necessary documentation, background and rating data, premiums/claims history as needed.
10. Compare and contrast the School District's plan and performance with other similar plans, as requested by the School District.

11. Provide, and/or coordinate with the School District and other vendors to provide annual benefit statements for employees.
12. Other services, as agreed between proposer and School District.

All proposals should include copies of any contract which the School District will be required to execute. Please indicate if the contract terms are negotiable.

REMUNERATION

If the services of the chosen insurer will be supplemented by an agent who is not an employee of the insurer, remuneration of such agent in the form or commissions or other compensation must be shown separately by the proposing agent.

Insurance agents should recognize that the School District will be scrutinizing the amount of remuneration in relation to the expected level of service to be received. The School District is desirous of avoiding payment of remuneration that may appear to be excessive. The School District may be interested in negotiating such remuneration, especially when two or more agents have similar or identical lowest cost proposals. Proposing agents should state if they are willing to negotiate such remuneration.

Remuneration for the contract year January 1, 2019 through December 31, 2019 shall be specifically described by the submitting agent. If offering subsequent year remuneration guarantees that may be selected prior to future renewals, such guarantees shall be specifically described.

Remuneration arrangements, if any, will be between the School District, the successful insurance proposer and any agent or other intermediary representing the successful proposer.

WELLNESS PROGRAM AND DISEASE MANAGEMENT SERVICES

The School District is interested in all Wellness and Disease Management services offered by proposers. How and what can you provide to assist the School District in their wellness endeavors? Please provide details in your proposal of all current program offerings including, if applicable, any additional cost.

The School District is interested in proactive wellness and disease management initiatives, including participation incentives, including but not limited to health screenings, flu shot programs, health risk assessments and health fairs. Proposals should detail the support staff and other assistance that will be provided.