MANATEE COMMUNITY COLLEGE

Invitation to Negotiate
For
Employee Health Plan

ITN # 2009-2 EMPLOYEE HEALTH PLAN

Proposal Return Date and Time
March 23, 2009 at 3:00 p.m.

Purchasing Department
Manatee Community College
5840 26th Street West
Bradenton, FL 34207
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MANATEE COMMUNITY COLLEGE

Section I

Introduction
SECTION I

INTRODUCTION

SCOPE OF INVITATION TO NEGOTIATE
Manatee Community College (the College) is requesting information for one or more of the following coverages/services as further described in this Invitation to Negotiate (ITN):

Section IV of the ITN: Fully Insured Medical

Section V of the ITN:  Self Funded Medical - Claims Administration
Claims Administration proposals should include network access for the proposed plans, medical claims management, utilization review services and the ability to use the College’s choice of stop-loss insurance vendors.

Section VI of the ITN: Self Funded Medical - Stop-Loss Insurance

Section VII of the ITN: Self Funded Medical - Pharmacy Benefits Management Services

Section VIII of the ITN: Flexible Spending Account (FSA) Administration (applies to either/both Fully Insured Medical and Self Funded Medical)

Section IX of the ITN: Agent Services (applies to either/both Fully Insured Medical and Self Funded Medical)

PROFILE OF MANATEE COMMUNITY COLLEGE
Manatee Community College is located in Bradenton, Florida with campuses in Bradenton, Venice and Lakewood Ranch, Florida. The College currently has over 10,000 enrolled students at three campuses.

CURRENT PLANS
The College currently participates in the Florida Community College Risk Management Consortium (FCCRMC). The College has approximately 530 employees, retirees and their eligible dependents participating. There are three plans offered: a PPO, an HMO and a high deductible plan.

The group medical plans include prescription drugs. For this ITN, the prescription drug coverage is separated from the group medical plan. Please see Section VII for further information. Blue Cross and Blue Shield of Florida is the current provider for medical benefits and prescription benefits.
The FCCRMC membership agreement and bylaws require that participants provide FCCRMC with notice of intent to leave the program prior to June 30 for a December 31 termination.

**SEPARATION AND DISTRIBUTION**
This ITN 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 College will utilize its website for distribution of ITN # 2009-2 Employee Health Plan:

http://www.mccfl.edu/pages/3217.asp

In addition, vendors may obtain an Excel version of the census and/or a Word version of the ITN Proposal Forms by submitting an Email request directly to:

Anthony Radomski, Coordinator of Procurement
radomst@mccfl.edu

**ROLE OF CONSULTANT**
The College 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.
MANATEE COMMUNITY COLLEGE

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. Fifteen completed responses to this ITN (one original and fourteen copies) shall be submitted to the Purchasing Office at Manatee Community College in sealed envelopes marked “ITN # 2009-2 Employee Health Plan.” Do not include more than one proposal per envelope. 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 College Purchasing Department 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:

Purchasing
Manatee Community College
Building 7, Room 141
5840 26th Street West
Bradenton, FL 34207

Proposals are due by 3:00 p.m. on Monday, March 23, 2009.

Proposals, once received, become the property of the College, 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 OPENING
The proposal opening shall be public, at the address indicated on the Invitation to Negotiate 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 retained, unopened, for the record. Proposals by fax or telephone will not be accepted.

PRE-PROPOSAL CONFERENCE
To respond to inquiries of proposers at a single time, to answer questions about this ITN and to furnish needed additional information, all interested parties are invited,
but not required to attend a pre-proposal conference to be conducted at 12:00 noon, on Thursday, March 5, 2009 at:

Purchasing Department
Manatee Community College
5840 26th Street West Building 7
Bradenton, FL 34207

PROPOSAL QUESTIONS
Any questions concerning conditions and specifications shall be directed in writing to Manatee Community College Purchasing office for receipt no later than seven (7) business days prior to the ITN opening. Inquiries must reference the date of ITN opening and ITN number. Failure to comply with this condition will result in proposer waiving his right to dispute the ITN conditions and specifications.

All questions concerning this ITN must be submitted, in writing, to:

Anthony Radomski, Coordinator of Procurement
Purchasing Department
Manatee Community College
5840 26th Street West
Bradenton, FL 34207
E-mail: radomst@mccfl.edu

Written responses, in the form of an addendum, will be provided via the College’s website at http://www.mccfl.edu/pages/3217.asp. No phone inquiries will be accepted. Questions must be submitted no later than 2:00 p.m. on March 11, 2009. Questions will not be accepted after this time.

ADDENDA TO THIS ITN
Prior to submitting the proposal, it will be the sole responsibility of each Proposer to review the College’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 College where insurance coverage is proposed by a person or organization which is not rated by at least one of the following rating firms or which has a rating from any one of the following rating firms which is less than the minimum rating specified below for that rating firm.

<table>
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<tr>
<td>A. M. Best</td>
<td>B+</td>
</tr>
<tr>
<td>Moody’s</td>
<td>Baa3</td>
</tr>
<tr>
<td>Standard &amp; Poor’s</td>
<td>BBB-</td>
</tr>
<tr>
<td>Weiss Ratings, Inc.</td>
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If claims administration services are to be provided by an organization not rated by one or more of the above designated rating firms, proposals will only be accepted if the organization providing the services:

1. Has, as of the proposal return date specified in the ITN, been successfully operating as a medical claims administrator for a minimum of five consecutive years; and

2. Submits with its proposal, its last audited financial statement issued by a certified public accountant, dated no earlier than 18 months prior to the proposal date specified in this ITN.

DEFINITIONS
COLLEGE: The term "College" refers to Manatee Community College.

PROPOSER: The term “Proposer” refers to the contractor/ business organization submitting a proposal to the College in response to this invitation. The terms "proposer/contractor/vendor" are interchangeable.

EXECUTION OF PROPOSAL
The proposal must contain a manual signature of an authorized representative in the space provided on the proposal submittal form. The proposal must be typed or printed in ink. No erasures are permitted. If a correction is necessary, draw a single line through the entered figure and enter the correct figure above it. Corrections must be initialed by the person signing the proposal. Any illegible entries, pencil proposals or corrections not initialed will not be tabulated.

NO BID
If not submitting a proposal, respond by returning the proposal submission form, marking it "NO BID," and explain the reason. Failure to respond may result in the removal of the supplier's name from the supplier mailing list.

NEGOTIATIONS & EVALUATION OF PROPOSALS
The evaluation committee will recommend that the District Board of Trustees of Manatee Community College (Board of Trustees) authorize College administration to negotiate a contract with one, or more, proposer(s) scoring the overall highest evaluation points. The College will select the proposer(s) it deems most qualified as finalist(s) and will conduct simultaneous negotiations with each vendor regarding qualifications, quality and price and will award the contract to the vendor that provides the best value to the College.

AWARD CRITERIA
The evaluation committee will recommend that the Board of Trustees authorize College administration to negotiate a contract with one, or more, proposer(s) based upon the evaluation criteria below. The College will select the group it deems most
qualified as finalists and will conduct simultaneous negotiations with each vendor regarding qualifications, quality and price and will award the contract to the vendor that provides the best value to the College.

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<td><strong>Cost</strong> - 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, services cost and claims cost, cost guarantees.</td>
</tr>
<tr>
<td><strong>Coverage</strong> - The amounts and breadth of coverage and extent of deductibles, co-payments, coinsurance, restrictions or exclusions.</td>
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<td><strong>Providers</strong> – 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.</td>
</tr>
<tr>
<td><strong>Service/Customer Service</strong> - The administration capabilities and experience of proposers. This includes such items as enrollment assistance, service responsiveness, communication with College staff on program administration, quality of billings and experience reports, Internet website, attendance at College meetings/events, willingness to engage in at-risk performance guarantees, etc.</td>
</tr>
<tr>
<td><strong>Wellness and Disease Management Programs.</strong> 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.</td>
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<td><strong>Reporting Services</strong> – Monthly and annual reports of paid claims, quality of experience reports, extent and quality of reports on wellness/disease management, etc.</td>
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<td><strong>Stability</strong> - Financial stability of the proposer, A.M. Best ratings (if applicable), the number of years in business, etc.</td>
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<td><strong>References</strong> – The input received from references contacted and the relevant experience such references display.</td>
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<td><strong>Interviews</strong> – For those chosen to be interviewed by the College (if interviews are conducted), the quality of the interview and the information provided about the proposal and expectations for service to the College.</td>
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**COST OF PREPARATION**

The College 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 in the preparation and submittal of any proposal.

**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 College or the Board of Trustees. 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 College or the...
Board of Trustees 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 College or the Board of Trustees 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 College or the Board of Trustees. 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 ITN.

PURCHASES BY OTHER ENTITIES
With the consent and agreement of the successful proposer(s), purchases may be made under this ITN by other community colleges, state universities, district school boards, political subdivisions, or state agencies within the State of Florida. Such purchases shall be governed by the same terms and conditions stated in the proposal solicitation as provided in State Board of Education Rule 6A-14.0734.

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 ITN hereto and the College 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.

DISPUTES
In case of any doubt or difference of opinion as to the specifications, equivalent products, or items to be furnished hereunder, the decision of the College shall be final and binding on both parties.

PROTEST
“Failure to file a protest within the time prescribed in S. 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.” All protests must be delivered to the Director of Business Services and Public Safety, Bldg. 7, Rm. 142, 5840 26th Street West, Bradenton FL 34207 within the time prescribed in Chapter 120, Florida Statutes, to be considered valid.

ADVERTISING
In submitting a proposal, proposer agrees not to use the results wherefrom as a part of any commercial advertising.
LIABILITY
The supplier shall hold and save the College, the District Board of Trustees of Manatee Community College, its members, its officials, officers, agents and employees harmless from liability of any kind in the performance of the contract resulting from this ITN.

PATENTS AND ROYALTIES
The proposer, without exception, shall indemnify and save harmless the College, the Board of Trustees, and its officers, agent and 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 the College. If the proposer uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the quoted prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.

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.”

PUBLIC RECORD LAW
Any material submitted in response to this ITN will become a public document pursuant to Section 119.07, F.S. This includes material which the responding proposer might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission, effective after opening pursuant to Section 119.07. Contractor’s refusal to comply with this provision shall constitute sufficient cause for termination of the contract resulting from this ITN.

AUDIT RECORDS
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 College under any contract resulting from the ITN, and agrees to provide a financial and compliance audit to the College 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 ITN.

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.

RETENTION OF RECORDS
Contractor agrees to retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertaining to any contract resulting from this ITN for a period of five (5) years. Copies of all records shall be made available to the College upon request. All invoices and documentation must be clear and legible for audit purposes. Documents must be retained by contractor within the State of Florida at an address to be provided, in writing, to the College within 30 days of the contract execution. Any records not available at the time of an audit will be deemed unavailable for audit purposes. The contractor will cooperate with the College to facilitate the duplication and transfer of any said records or documents during the required retention period. The contractor shall inform the College of the location of all records pertaining to the contract resulting from this ITN and shall notify the College by certified mail within ten (10) days if/when the records have been moved to a new location.

AMERICANS WITH DISABILITIES ACT
The contractor shall comply with the Americans with Disabilities Act. In the event of the contractor’s non-compliance with the non-discrimination clauses of the Americans with Disabilities Act, or with any other such rules, regulations or orders, any contract resulting from this ITN may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further contracts.

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.

UNAUTHORIZED EMPLOYMENT OF ALIEN WORKERS
The College does not intend to award publicly funded contracts to those entities or affiliates who knowingly employ unauthorized alien workers, constituting a violation of the employment provisions as determined pursuant to Section 274A of the Immigration and Nationality Act.
STATE LICENSING REQUIREMENT
All entities defined under Chapters 607, 608, 617 or 620, Florida Statutes, seeking to do business with the College shall be on file and in good standing with the State Of Florida’s Department of State.

SEVERABILITY OF CONTRACTS
This ITN solicits proposals for multiple coverages/services. Each proposal received will be severable unless the Proposal Forms indicate that coverages/services are required to be purchased together. It is the Proposer’s responsibility to explain such details on the Proposal Forms.

USE OF PROPOSAL FORMS
Proposers should complete the appropriate Proposal Form(s) included in Section XI through Section XVI of this ITN. 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, 2010, not subject to revocation, and shall be subject to the College’s acceptance.

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

The Proposer understands that this ITN 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 College and executed by all parties.
The College reserves the right to reject all proposals, to waive any informality, to negotiate with vendors, and to solicit and re-advertise for other proposals.

**COMPLIANCE WITH LAWS, RULES, AND REGULATIONS**
Each Proposer is responsible for full and complete compliance with all laws, rules, and regulations that may be applicable.

**AGENT/BROKER SERVICES**
The Proposal Forms for all proposals must identify any agents, brokers or intermediaries who will be receiving commissions or other similar compensation for the College’s plan(s). The Proposal Forms must disclose the commission basis and estimated annual commission amounts. Any agents/brokers that will be receiving commissions in connection with proposals submitted in response to this ITN should complete the Proposal Forms contained in Section XVI.

**AGENT OF RECORD**
The College reserves the right to replace the Agent of Record with another agent of the same company, if, in the opinion of the College, such Agent of Record is not rendering or is incapable or rendering the quality of service and cooperation required.

Please note that agents making proposals must be designated on the applicable Proposal Form(s). If an insurer is proposing with multiple agents, all must be shown on the Proposal Form(s), as these are the only agents that will be considered.

**REFERENCES**
Proposers should provide at least five references for whom similar coverage/services have been provided in the past three years. References from the College’s general geographic area and from similarly sized Florida colleges, universities and/or other governments are preferred.

**DEVIATIONS FROM MODEL PROGRAM**
The contract terms and conditions stipulated in this ITN are those desired by the College, 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.
MANATEE COMMUNITY COLLEGE

Section III

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 Manatee Community College, 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 Manatee Community College shall be the Sole Agent with respect to payment, cancellation, and notice with respect to the Contract between Manatee Community College and the successful proposer(s). Any notice with respect to the foregoing shall be sent in writing to:

Director of Human Resources
Manatee Community College
5840 26th Street West
Administration Building 7
Bradenton, Florida 34207

HOLD HARMLESS/INDEMNIFICATION PROVISION
The successful Proposer shall hold harmless, indemnify and defend Manatee Community College, the District Board of Trustees of Manatee Community College, 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 Manatee Community College, the District Board of Trustees of Manatee Community College, its members, officials, officers or employees, excluding only the sole negligence of Manatee Community College, the District Board of Trustees of Manatee Community College, 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 or 24] month anniversary of this Contract; and

B. then only when such action is to be effective at least one hundred and twenty (120) days after receipt by Manatee Community College, 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 Manatee Community College, 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:

Director of Human Resources
Manatee Community College
5840 26th Street West
Administration Building 7
Bradenton, Florida 34207

This Contract may be canceled at any time at the request of Manatee Community College, 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 Manatee Community College, 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 or 24] month anniversary of this Contract; and

B. then only when such increase is to be effective at least ninety (90) days after receipt by Manatee Community College, 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:

Director of Human Resources  
Manatee Community College  
5840 26th Street West  
Administration Building 7  
Bradenton, Florida 34207
Section IV

Model Program
For
Fully Insured Medical Plan
SECTION IV
MODEL PROGRAM FOR
FULLY INSURED MEDICAL PLAN

PROVISIONS INCORPORATED BY REFERENCE
The following provisions of this ITN are incorporated by reference into this
SECTION IV – MODEL PROGRAM FOR FULLY INSURED MEDICAL PLAN.

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
For fully insured services, an initial 12-month contract from January 1, 2010, through and including December 31, 2010, is required with the option of the College to renew the program for two (2) 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.

COMMISSIONS
Any commissions or other similar compensation included must be shown separately. Commission arrangements, if any, will be between the College, the successful proposer, and any agent, broker or other intermediary representing the successful proposer.

OWNERSHIP OF CLAIM DATA
The College 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 College, and upon fourteen (14) calendar days’ written notice, the successful Proposer shall provide such data to the College.

At the termination of the contract, the successful Proposer shall provide the College 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
At the sole option of the College, the successful Proposer shall submit to an audit by, or on behalf of, the College of the successful Proposer's files and procedures as they relate to the College.

ELIGIBILITY & ENROLLMENT
Coverage must match the College’s current eligibility requirements, including for retirees, as outlined in the College’s current plan documents, found in the Exposure Section of this ITN.

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.

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
The College is interested in proposals for plan designs that most closely match the College’s current plan designs: PPO, HMO and high deductible plan options.

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

POOLING POINT
Proposers are requested to provide details regarding the pooling point and pooling charges included in premium calculations.

SCOPE OF SERVICES
The successful Proposer shall perform all services indicated below, including Managed Care Services, Administrative Services, and Additional Services. Proposals must include claims administration, network access and utilization review services. Any sub-contracted services to be provided in connection with these requirements must be identified in the proposal.
Please note that this ITN includes a separate section (Section VII) for prescription drug benefits. This section should be completed if you are proposing fully insured medical benefits. **Fully insured proposals should include prescription drug benefits.** Rates need not be shown separately. Please indicate on your proposal forms that premium rates shown include prescription drug benefits.

The College is also interested in the insurer’s ability to administer Flex Benefits. Fees and availability of services are requested in section VIII and should be shown separately.

All proposals should include copies of any contract which the College 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 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.

a. The College desires the network to include the following most utilized hospitals:

(1) Sarasota Memorial Hospital
(2) Blake Medical Center
(3) Manatee Memorial Hospital
(4) Venice Regional Medical Center
(5) Lakewood Ranch Medical Center
(6) Doctors Hospital of Sarasota
(7) H. Lee Moffitt Cancer Center
(8) Florida Hospital Medical Center

In addition, proposers should include a detailed list that includes all participating hospitals in the following counties: Manatee, Sarasota, Hillsborough, Pinellas and Charlotte.

b. The College 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 College 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

(3) Complementary and alternative medical practitioners, including the following practice areas, e.g., acupuncture, nutritionist, dietician and herbal medicine.

5. 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.
6. Provide employees with current directories on an annual basis with quarterly updates, and provide on-line access to current directory information.

7. Require that network providers hold the employees/dependents and the College 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.

8. Prohibit network providers from balance billing the patient for any excess of contracted amount, except for deductibles, co-payments and coinsurance.

9. 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 $25,000 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 $10,000 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.

10. 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 the need for such;
      
      (4) Retrospective Utilization Review (after delivery of service, but prior to payment) of all unusual claims plus all claims over $25,000; 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 ITN, 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 College.

3. Mail/deliver booklets, ID cards, or certificates directly to the College, after the College has reviewed a draft and approved it. This review and approval by the College 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 College.

6. Provide enrollment assistance, including educational materials pre-approved by the College in advance of distribution, to the College 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 College’s account representative.

8. Meet with the College, at a minimum, quarterly, to discuss the status of the plan, performance, audits, reports, and planning.

9. Attend meetings, if requested by the College.

10. Verify claimant’s eligibility for benefits based on eligibility requirements furnished by the College.

11. Maintain covered dependent information by dependent’s name, date of birth, gender, and relationship to insured and social security number.

12. Prepare a monthly report on any covered dependents (excluding dependents who are mentally and physically handicapped) who will be turning age 19 the following month. Provide a copy of this report to the College within five (5) working days from the end of the reporting period.

13. Verify dependent status at least once per benefit year for dependents over age 19 (excluding dependents who are mentally and physically handicapped) by pending the first claim of the benefit year and requesting verification from insured regarding status of dependent (to establish if the covered dependent lives at home or is a full/part-time student). [Procedures regarding dependents over age 19 may be amended due to recent changes to Florida law.]

14. Use a fully automated online clinically-oriented claims adjudication and auditing system that analyzes coded claims data to ensure correct identification.
15. Screen for and deny workers’ compensation claims.

16. 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 $10,000.

* Supervisory review shall include, as appropriate, at a minimum, review of itemization of invoices exceeding $10,000 and review of case management notes.

17. Identify and maintain separate COB information for each applicable claimant, as well as distinguish between the various types of COB.

18. Maintain the confidentiality requirements of Florida law by having adequate systems security features.

19. 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.

20. Issue EOBs to the claimant within five working days of processing claims.

21. Prepare and furnish the College 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, POS, HMO), 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 College 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 and prognosis.

22. 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.

23. Conduct semi-annual internal audits for claim accuracy and occurrence of mispayments. Report results to the College within ten (10) working days from the end of the reporting period.

24. Identify and pursue claims that should be properly payable through automobile insurance and/or coordination of benefits (COB). Additionally, report on the savings produced.

25. Provide COBRA and HIPAA administration and pay COBRA beneficiary claims.

26. 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.

27. Maintain access to a Medical Director to evaluate appealed claims.

28. Administer the plan on a detail billing remittance basis by division, separated by active employee, retiree and COBRA beneficiary.

29. Conform accounting procedures and practices to generally accepted accounting principles.

30. Maintain proper records for tax reporting purposes; e.g., 1099s.

31. Retain medical claims history online for minimum of 24 months.

32. 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.

33. 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., Form 5500, COBRA, etc.
34. 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.

35. 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.

**ADDITIONAL SERVICES**

1. Provide the College with evidence that an errors and omissions liability policy in the amount of not less than $1,000,000 is maintained covering those employees or representatives of the successful proposer who provide services to the College.

2. Supply all postage required to service the College’s account.

3. Create an EOB that meets with the College's approval that uses a format and terminology such that a person not of a medical or insurance background can easily understand the content.

4. Review evidence of insurance on late enrollees.

5. Send correspondence using College 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.

6. The College will have first review and pre-approval of any correspondence that will be send to claimants or providers that includes changes/amendments to the plan.

7. Maintain all records of business transacted in accordance with this ITN. At the end of the contract period, all documents, papers, records, canceled checks and claims history shall be captured in such a manner for media storage and delivered to the College.

8. Provide access to archived data within ten (10) working days of a request by the College.

9. Provide reports inclusive of data elements specified by the College, 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.

WELLNESS PROGRAM AND DISEASE MANAGEMENT SERVICES
The College is interested in all Wellness and Disease Management services offered by proposers. Please provide details in your proposal of all current program offerings including, if applicable, any additional cost.

The College 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.

PERFORMANCE GUARANTEES
Proposers should confirm that they are willing to offer performance guarantees and that they are willing to permit the College 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:

- Timely delivery of finalized contracts for the selected program.
- Timely delivery of identification cards, at and subsequent to initial enrollment.
- Timely delivery of provider directories, at and subsequent to initial enrollment.
- Timely delivery of plan documents.
- 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.

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.
Section V

Model Program
For
Self Funded Medical –
Claims Administration
SECTION V

MODEL PROGRAM FOR
SELF FUNDED MEDICAL - CLAIMS ADMINISTRATION

PROVISIONS INCORPORATED BY REFERENCE
The following provisions of this ITN are incorporated by reference into this
SECTION V – MODEL PROGRAM FOR SELF FUNDED MEDICAL CLAIMS ADMINISTRATION.

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.

CONTRACT PERIOD
An initial Third Party Administrator (TPA) Services contract from January 1, 2010
through and including December 31, 2011, a period of twenty-four (24) months, is
required with Manatee Community College, having the option of renewing the
program for two (2) additional plan years thereafter.

Proposals are requested to provide pre-determined fees forrun-out claims
administration charges in the event of cancellation/non-renewal of the plan.

RATE GUARANTEE PERIOD
Regardless of actual enrollment, the initial rates shall be guaranteed for 24 months.
Changes after the initial 24 month period shall be subject to the Rerating
Endorsement.

COMMISSIONS
Any commissions or other similar compensation included must be shown separately.
Commission arrangements, if any, will be between the College, the successful
proposer, and any agent, broker or other intermediary representing the successful
proposer.

ACCESS TO CLAIM FILES
The proposer agrees that Manatee Community College 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 College. Further, upon written request of the College,
the successful Proposer shall make available to the College at the College’s offices
and within ten (10) days after the written request, a complete copy of selected files identified by the College.

**OWNERSHIP OF CLAIM FILES**
The College shall have all right, title, interest and ownership to all loss statistics and claim files created as a result of the services to be provided by the successful Proposer. Further, at the sole option of the College, and upon fourteen (14) calendar days’ written notice, the successful Proposer shall furnish such files to the College.

At the termination of the contract, the successful Proposer shall provide the College 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**
At the sole option of the College, the successful Proposer shall submit to an audit by, or on behalf of, the College of the successful Proposer's files and procedures as they relate to the College.

**ELIGIBILITY & ENROLLMENT**
Coverage must match the College’s current eligibility requirements, including for retirees, as outlined in the College’s current plan documents, found in the Exposure Section of this ITN.

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

**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**
The College is interested in proposals for plan designs that most closely match the College’s current plan designs: PPO, HMO and high deductible plan options.

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

All proposals should include copies of any contract which the College 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.

**SCOPE OF SERVICES**

The College is seeking proposals for claims administrative services from a qualified Third Party Administrator (TPA) to support the College's group plan.

The College recognizes that as a public entity, it is subject to Florida Statute 112.08 requiring procurement of actuarial services for self-insured plans to assure that funding levels are set to cover current and future liability of the benefits plan. Actuarial services (actuarial certification) will be separately procured by the College.

The successful Proposer shall perform all services indicated below, including Managed Care Services, Administrative Services, and Additional Services. Proposals must include claims administration, network access and utilization review services. The College expects to contract with a vendor which may sub-contract with various necessary vendors, such as a provider network. Such sub-contracted vendors must be identified in the Proposal Forms.

Please note that this ITN includes a separate section (Section VII) for prescription drug benefits. If your firm can sub-contract with a preferred prescription drug benefit vendor, please complete Section XIV and clearly indicate the sub-contract arrangement.

The College is also interested in the claims administrator’s ability to administer a flexible spending account. Fees and availability of services are requested in the section VIII.

**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 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.
   a. The College desires the network to include the following most utilized hospitals:
      (1) Sarasota Memorial Hospital
      (2) Blake Medical Center
(3) Manatee Memorial Hospital
(4) Venice Regional Medical Center
(5) Lakewood Ranch Medical Center
(6) Doctors Hospital of Sarasota
(7) H. Lee Moffitt Cancer Center
(8) Florida Hospital Medical Center

In addition, proposers should include a detailed list that includes all participating hospitals in the following counties: Manatee, Sarasota, Hillsborough, Pinellas and Charlotte.

b. The College 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 College 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

Section V – Page 5
- 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

(3) Complementary and alternative medical practitioners, including the following practice areas, e.g., acupuncture, nutritionist, dietician and herbal medicine.

5. 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.

6. Provide employees with current directories on an annual basis with quarterly updates, and provide on-line access to current directory information.

7. Require that network providers hold the employees/dependents and the College 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.

8. Prohibit network providers from balance billing the patient for any excess of contracted amount, except for deductibles, co-payments, and coinsurance.

9. Provide Medical Case Management that:

   a. Uses Florida Registered Nurses and vocational counselors to provide all the services described under (c). 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 $25,000 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 $10,000 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.

10. Provide Utilization Review that:

a. Uses Florida licensed Registered Nurses to provide all the services described below under (c). 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 the need for such;

(4) Retrospective Utilization Review (after delivery of service, but prior to payment) of all unusual claims plus all claims over $25,000; 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 ITN, 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 judgement, 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 College.

3. Mail/deliver booklets, ID cards, or certificates directly to the College, after the College has reviewed a draft and approved it. This review and approval by the College 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 College.
6. Provide enrollment assistance, including educational materials pre-approved by the College in advance of distribution, to the College 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 College’s account representative.

8. Meet with the College, at a minimum, quarterly, to discuss the status of the plan, performance, audits, reports, and planning.

9. Attend meetings, if requested by the College.

10. Verify claimant’s eligibility for benefits based on eligibility requirements furnished by the College.

11. Maintain covered dependent information by dependent’s name, date of birth, gender, and relationship to insured and social security number.

12. Prepare a monthly report on any covered dependents (excluding dependents who are mentally and physically handicapped) who will be turning age 19 the following month. Provide a copy of this report to the College within five (5) working days from the end of the reporting period.

13. Verify dependent status at least once per benefit year for dependents over age 19 (excluding dependents who are mentally and physically handicapped) by pending the first claim of the benefit year and requesting verification from insured regarding status of dependent (to establish if the covered dependent lives at home or is a full/part-time student). [Procedures regarding dependents over age 19 may be amended due to recent changes to Florida law.]

14. Use a fully automated online clinically-oriented claims adjudication and auditing system that analyzes coded claims data to ensure correct identification.

15. Screen for and deny workers’ compensation claims.
16. 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 $10,000.

*Supervisory review shall include, as appropriate, at a minimum, review of itemization of invoices exceeding $10,000 and review of case management notes.

17. Identify and maintain separate COB information for each applicable claimant, as well as distinguish between the various types of COB.

18. Maintain the confidentiality requirements of Florida law by having adequate systems security features.

19. 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.

20. Release benefit checks within 48 hours of fund transfers.

21. Issue EOBs to the claimant within five (5) working days after final action of the claims.

22. Prepare and furnish the College 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. Sample loss data reports should be included in proposal. These 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, POS, HMO), 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 client 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 and prognosis.

23. 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.

24. Conduct semi-annual internal audits for claim accuracy and occurrence of mispayments. Report results to the College within ten (10) working days from the end of the reporting period.

25. Identify and pursue claims that should be properly payable through automobile insurance and/or coordination of benefits (COB). Additionally, report on the savings produced.

26. Provide COBRA and HIPAA administration and pay COBRA beneficiary claims.

27. 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.

28. Maintain access to a Medical Director to evaluate appealed claims.

29. Administer the plan on a detail billing remittance basis by division, by active employee, retiree and COBRA beneficiary.

30. Conform accounting procedures and practices to generally accepted accounting principles.

31. Maintain proper records for tax reporting purposes; e.g., 1099s.

32. Retain medical claims history online for minimum of 24 months.

33. 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.
34. 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., Form 5500, COBRA, etc.

35. 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.

36. 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.

ADDITIONAL SERVICES
1. Provide the College with evidence that a fidelity bond in the amount of not less than $1,000,000 is maintained covering those employees or representatives of the successful Proposer who handle or have possession of monies of the Plan.

2. Provide the College with evidence that an errors and omissions liability policy in the amount of not less than $1,000,000 is maintained covering those employees or representatives of the successful Proposer who provide services to the College.

3. Supply all postage required to service the College account.

4. Create an EOB that meets with the College's approval that uses a format and terminology such that a person not of a medical or insurance background can easily understand the content.

5. Review evidence of insurance on late enrollees.

6. Report claims to the College's stop-loss insurer in accordance with the requirements of said insurer. Provide a copy of this report to the College on the same day as the insurer is notified.

7. Send correspondence using College 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.

8. The College will have first review and pre-approval of any correspondence that will be send to claimants or providers that includes changes/amendments to the plan.

9. Outline the claims payment checking account arrangement for the College, to be utilized in making authorized payment of benefits under the plan.
10. Fax a check register to the College twice a month.

11. Reconcile the statements of the payment account on a monthly basis and maintain canceled checks, unclaimed check detail, and other records relating to bank reconciliation. Prepare an unclaimed check report for presentation to the State of Florida.

12. Provide the College, on a monthly basis, a copy of the statement accompanied by a copy of the completed reconciliation within five (5) working days from receipt of bank statement.

13. Maintain all records of business transacted in accordance with this ITN. At the end of the contract period, all documents, papers, records, canceled checks, and claims history shall be captured in such a manner for media storage and delivered to the College.

14. Provide access to archived data within ten (10) working days of a request by the College.

15. Provide reports inclusive of data elements specified by the College, 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: check stop-pay listing, check registers, 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: claim lag, benefit payment summaries, inpatient (utilization) reports, paid claims by coverage and diagnosis types, COB savings, claims that exceed $50,000 (to flag for specific claims), and service inquiries.
WELLNESS PROGRAM AND DISEASE MANAGEMENT SERVICES
The College is interested in all Wellness and Disease Management services offered by proposers. Please provide details in your proposal of all current program offerings including, if applicable, any additional cost.

The College 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.

PERFORMANCE GUARANTEES
Proposers should confirm that they are willing to offer performance guarantees and that they are willing to permit the College 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:

- Timely delivery of finalized contracts for the selected program.
- Timely delivery of identification cards, at and subsequent to initial enrollment.
- Timely delivery of provider directories, at and subsequent to initial enrollment.
- Timely delivery of plan documents.
- 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.

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.
Section VI

Model Program
For
Self Funded Medical Stop-Loss Insurance
SECTION VI

MODEL PROGRAM FOR
SELF FUNDED MEDICAL STOP-LOSS INSURANCE

PROVISIONS INCORPORATED BY REFERENCE
The following provisions of this ITN are incorporated by reference into this
SECTION VI - MODEL PROGRAM FOR SELF FUNDED MEDICAL STOP-
LOSS 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.

SCOPE OF COVERAGE
The College is interested in proposals for stop-loss insurance for plan designs that
most closely match the College’s current plan designs: HMO, PPO and high
deductible plan options. The College reserves the right to negotiate with proposer
finalist(s) on alternative plan designs.

Stop-loss proposals should be based on a 12/15 contract basis with a specific
deductible of $100,000. Coverage should include specific and aggregate coverage
for medical and prescriptions. The aggregate limit should be $1,000,000 and
attachment points should be at 125% of expected claims.

Proposals with enhancements to the contract basis, aggregate limit and/or attachment
point will be favored. If your proposal is contingent upon use of a specific
administrator and/or network, please make sure this is clearly stated.

All proposals should include copies of any contract which the College will be
required to execute.

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.

**CURRENT RATES**
The College does not currently purchase stop-loss insurance because they purchase coverage via the FCCRMC.

**CLAIMS HISTORY**
Refer to the Exposure Section of the ITN.

**LARGE DOLLAR CLAIMS**
Refer to the Exposure Section of the ITN.

**COBRA PARTICIPANTS**
Refer to the Census contained in the Exposure Section of this ITN.

**CENSUS DATA**
If not provided previously, a census can be provided in Excel data format available via Email request, directed to:

Anthony Radomski, Coordinator of Procurement
radomst@mccfl.edu

**CONTRACT PERIOD**
For Stop-Loss Insurance (specific and aggregate), an initial contract from January 1, 2010, through and including December 31, 2010, (12 months) is required, with the College having the option of renewing the option of the program for two (2) additional plan years thereafter. (Note, above contract period dates do not include run-out period.)

**RATE GUARANTEE PERIOD**
Regardless of actual enrollment, the initial rates shall be guaranteed for twelve (12) months. Changes after the initial 12 month period shall be subject to the Rerating Endorsement.

**COMMISSIONS**
Any commissions or other similar compensation included must be shown separately. Commission arrangements, if any, will be between the College, the successful proposer, and any agent, broker or other intermediary representing the successful proposer.
MANATEE COMMUNITY COLLEGE

Section VII

Model Program
For
Self Funded Medical Pharmacy Benefits Management Services
SECTION VII

MODEL PROGRAM FOR
SELF FUNDED MEDICAL –
PHARMACY BENEFITS MANAGEMENT SERVICES

PROVISIONS INCORPORATED BY REFERENCE
The following provisions of this document are incorporated by reference into this
SECTION VII – MODEL PROGRAM FOR SELF FUNDED MEDICAL -
PHARMACY BENEFITS MANAGEMENT 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.

CONTRACT PERIOD
An initial contract from January 1, 2010, through and including December 31, 2011,
a period of twenty-four (24) months, is requested.

RATE GUARANTEE PERIOD
Regardless of actual enrollment, the initial rates shall be guaranteed for 24 months.
Changes after the initial 24 month period shall be subject to the Rerating
Endorsement.

COMMISSIONS
Any commissions or other similar compensation included must be shown separately.
Commission arrangements, if any, will be between the College, the successful
proposer, and any agent, broker or other intermediary representing the successful
proposer.

ACCESS TO CLAIM FILES
The proposer agrees that Manatee Community College, 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 College. Further, upon written request of the College,
the successful Proposer shall make available to the College at the College’s offices
and within ten (10) days after the written request, a complete copy of selected files
identified by the College.

OWNERSHIP OF CLAIM FILES
The College shall have all right, title, interest and ownership to all loss statistics and claim files created as a result of the services to be provided by the successful Proposer. Further, at the sole option of the College, and upon fourteen (14) calendar days’ written notice, the successful Proposer shall furnish such files to the College.

At the termination of the contract, the successful Proposer shall provide the College 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
At the sole option of the College, the successful Proposer shall submit to an audit by, or on behalf of the College, of the successful Proposers files and procedures as they relate to the College. The successful Proposer will make available to the named auditor, claims reports necessary for the audit process, system access, system codes, procedure manuals, contractual agreements, and assistance by a member of the Proposer’s staff, within ten (10) business days of a written request by the College.

SCOPE OF COVERAGE
The prescription card benefit should be proposed as similar as possible to the current copays by plan, shown in the plan documents relevant to this ITN. Deviations should be noted.

All proposals should include copies of any contract which the College 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.

REBATES AND DISCOUNTS
Proposals should include details regarding discounts and rebates for prescriptions for both retail and mail order services.

SCOPE OF SERVICES
The College desires to continue a prescription drug plan similar to the current plan design and, as a component of a self funded medical plan option, desires a pharmacy benefits manager (PBM) that can deliver cost effective pharmacy benefits management services and prescription benefits to the College’s medical benefits plan participants through an extensive pharmacy network, supplemented by a mail order service, and with experience partnering with the College’s medical plan administrator.
SEPARABILITY
The College requests the proposal for self-funded pharmacy benefits management services and prescription drug benefits clearly state whether they are totally separable from claims administration services. Proposals should clearly indicate if PBM services will be separately contracted or if they will be provided as a subcontract type arrangement by the claims administrator.

Proposers offering PBM services and pharmacy benefits should state if their PBM services and pharmacy benefits can be offered in conjunction with claims administration services from any other proposers.

PBM ADMINISTRATION SERVICES
Proposer should have staff available whom will serve the College and its employees. State the experience of personnel assigned and indicate if a toll-free telephone number will be available.

Proposer should maintain a provider network consisting of pharmacy providers available for emergency services 24 hour a day, 7 days a week and provide a network(s) consisting of providers that have the capacity to provide prescriptions throughout the State of Florida.

Additionally, the proposer must provide employees with on-line access to current directory information and prohibit network providers from balance billing the patient for any excess of contracted amount, except for any applicable deductibles, co-payments, and coinsurance.

ADMINISTRATIVE SERVICES
Except for the collection of premium/fees to the successful Proposer and, as except otherwise noted in this ITN, 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 prescription claims.

2. Design, print, and furnish descriptive literature and enrollment material in a sufficient quantity, an amount equal to, at a minimum, 125% of the current number of employees enrolled. Additionally, benefits I.D. cards and certificates/booklets are to be provided as needed, or coordinated with the medical claims administrator.

3. Provide appropriate literature to describe the benefits being offered by the College 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.
4. Establish claims reporting procedures that are compatible with the needs and organizational structure of the College and the claims administrator.

5. Attend meetings, as requested by the College.

6. Develop procedures and coordinate eligibility data with the claims administrator.

7. Use a fully automated online clinically-oriented claims adjudication and auditing system that analyzes coded claims data to ensure correct identification.

8. Screen for and deny workers’ compensation claims.

9. Maintain the confidentiality requirements of Florida law by having adequate systems security features.

10. Prepare and furnish the College with monthly exposure and loss data statistics. These loss data reports should include, but not be limited to, premium and claims paid, by month.

11. Conduct monthly internal audits for claim accuracy and occurrence of mispayments. Report results to the College within ten (10) working days from the end of the reporting period.

12. 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.

13. Administer plan on a detail billing remittance basis by division, by active employee, retiree and COBRA beneficiary.

14. 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 College 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 College elect to change vendors in the future.

15. Compare, 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., Form 5500, COBRA, etc.

16. Establish claim denial and grievance procedures which are clearly communicated to members. Grievance procedures should be consistent with all federal laws, rules and regulations.
ADDITIONAL SERVICES
1. Supply all postage required to service the College’s account.

2. Provide reports inclusive of data elements specified by the College, 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)

WELLNESS PROGRAM AND DISEASE MANAGEMENT SERVICES
The College is interested in all Wellness and Disease Management services offered by proposers. Please provide details in your proposal of all current program offerings including, if applicable, any additional cost.
Section VIII
Model Program
For
Flexible Spending Account Administration
SECTION VIII

MODEL PROGRAM FOR
FLEXIBLE SPENDING ACCOUNT ADMINISTRATION

PROVISIONS INCORPORATED BY REFERENCE
The following provisions of this ITN are incorporated by reference into this SECTION VIII – MODEL PROGRAM FOR FLEXIBLE SPENDING ACCOUNT ADMINISTRATION.

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.

CONTRACT PERIOD
An initial contract from January 1, 2010 through and including December 31, 2011, a period of twenty-four (24) months, is required with Manatee Community College, having the option of renewing the program for two (2) additional plan years thereafter.

RATE GUARANTEE PERIOD
Regardless of actual enrollment, the initial rates shall be guaranteed for 24 months. Changes after the initial 24 month period shall be subject to the Rerating Endorsement.

PLAN YEAR
The College’s Section 125 plan year anniversary is January 1st.

COMMISSIONS
Any commissions or other similar compensation included must be shown separately. Commission arrangements, if any, will be between the College, the successful proposer, and any agent, broker or other intermediary representing the successful proposer.

SCOPE OF SERVICES
The College’s current claims administrator contracts with Ceridian to provide flexible spending account administration. The College expects proposers for medical coverage (whether self-insured or fully-insured) to either: provide flexible spending account administration services or to coordinate these services through another vendor.
All proposals should include copies of any contract which the College 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.

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

1. Assure compliance with applicable law, regulations, etc.
2. Employee group seminars and individual enrollments.
3. Preparation of enrollment communications materials, including a letter explaining the program, FSA question/answers, examples of the benefits of FSAs, a worksheet for employees to determine amounts to place in their FSAs and an enrollment form.
4. A local area telephone number or “800” number that employees may call throughout the year for counseling, information or service regarding the flexible benefit plans.
5. Establishment of all records necessary for maintaining account balances.
6. Forms for reimbursement of claims, change of status, direct deposit, disbursement statements, etc.
7. The administrator shall be responsible for ongoing enrollment and for producing reports to the College as needed and to individual employees.
8. Payment of claims. The expected frequency will be bi-weekly.
9. Quarterly individual account status reports to participants.
10. Bi-weekly participation and account status reports to participants.
12. An annual forfeiture report to the College.
13. Federal report filing requirements, including issuing 1099s to providers.
14. 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 College audit upon request.
15. Establish claim denial and grievance procedures which are clearly communicated to members. Grievance procedures should be consistent with all federal laws, rules and regulations.

Debit cards for employees to access their flexible spending accounts is required. Please include details regarding the debit card.

**PAYMENTS/BILLINGS**
Please explain how the FSA accounts will be billed. The College is currently invoiced and remits bi-weekly to Ceridian by funds transfer.

**ENROLLMENT**
Please describe if your fees are contingent upon any minimum enrollments.

Current enrollment is: approximately 100 employees

**CURRENT RATES**
Currently, these services are provided without a separate and identifiable fee.

**ADDITIONAL SERVICES**
1. Provide the College with evidence that a fidelity bond in the amount of not less than $1,000,000 is maintained covering those employees or representatives of the successful Proposer who handle or have possession of monies of the Plan.

2. Provide the College with evidence that an errors and omissions liability policy in the amount of not less than $1,000,000 is maintained covering those employees or representatives of the successful Proposer who provide services to the College.
MANATEE COMMUNITY COLLEGE

Section IX
Model Program For Agent/Broker Services
SECTION IX

MODEL PROGRAM FOR
AGENT/BROKER SERVICES

PROVISIONS INCORPORATED BY REFERENCE
The following provisions of this ITN are incorporated by reference into this
SECTION IX – MODEL PROGRAM AGENT/BROKER 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.

CONTRACT PERIOD
An initial contract from January 1, 2010 through and including December 31, 2011, a
period of twenty-four (24) months, is required with Manatee Community College,
having the option of renewing the program for two (2) additional plan years
thereafter.

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 the implementation of changes, including preparation of
communication materials, as needed.

4. Respond to questions regarding the medical plan as submitted by the
College and by employees.

5. Be available on-site, as needed, for meetings. At the College’s request,
attend scheduled employee benefit meetings. Meet with the College at
least quarterly to review and discuss plan performance, premium/claims
history, market trends, medical insurance trends, and provide observations.

6. Provide, or coordinate with other vendors to provide, an estimated renewal
projection about 180 days in advance of renewal based upon standard
underwriting formulas.
7. Present, or coordinate with other vendors to present, final renewal pricing on a schedule agreed upon with College human resources staff.

8. If the College conducts a procurement process for health coverage or any related services, promptly assist in coordination of necessary documentation, background and rating data, premiums/claims history as needed.

9. Compare and contrast the College’s plan and performance with other similar plans, as requested by the College.

10. Provide, and/or coordinate with the College and other vendors to provide, annual benefit statements for employees.

11. Other services, as agreed between proposer and College.

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

**WELLNESS PROGRAM AND DISEASE MANAGEMENT SERVICES**
The College is interested in all Wellness and Disease Management services offered by proposers. Please provide details in your proposal of all current program offerings including, if applicable, any additional cost.

The College 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.

**COMMISSIONS**
Any commissions or other similar compensation included must be shown separately. Commission arrangements, if any, will be between the College, the successful proposer, and any agent, broker or other intermediary representing the successful proposer.