



MINNEAPOLIS
PUBLIC SCHOOLS

Urban Education. Global Citizens.

**Request for Proposal (RFP) for
Medical Benefit Plan Administration, Stop Loss,
Network Management and Pharmacy Benefit
Services
RFP-25-18**

Minneapolis Public Schools - Special School District No. 1

1250 West Broadway Ave
Minneapolis, Minnesota 55413-2398
Total Compensation and Benefits
RFX@mpls.k12.mn.us
Issued: March 21, 2025

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SECTION I: OVERVIEW

A. Project Objective

Brown and Brown is assisting our client, Minneapolis Public Schools (“The District”), in seeking proposals from organizations wishing to provide Medical Benefit Plan Administration, Stop Loss, Network Management, and Pharmacy Benefit Services.

Minneapolis Public Schools or Special School District Number 1 (SSD #1) is a school district that is coterminous with the City of Minneapolis, Minnesota. With authority granted by the state legislature, the school board makes policy, selects the superintendent, and oversees the district's budget, curriculum, personnel, and facilities. Students speak ninety different languages at home and most school communications are printed in English, Hmong, Spanish, and Somali. The District covers over 70 school programs at 65 sites, with approximately 28,000 students and 3,000 teaching staff.

The District intends to select one or more organizations to provide the necessary Medical Benefit Plan Administration, Stop Loss, Network Management, and Pharmacy Benefit Services. To facilitate the submission and evaluation of proposals, this proposal provides additional background information regarding The District that is relevant to the proposal of these services.

RFP Primary Objective 1: Seeking proposals for a Medical Benefit Plan Administrator in accordance with the Health Insurance Transparency Act (HITA).

RFP Primary Objective 2: Gain a thorough understanding of your organizations capabilities in order to select and implement a Medical Benefit Plan Administrator, Stop Loss provider, Network Manager and Pharmacy Benefit Administrator that will meet the needs of the district for the next 5 years or more.

RFP Primary Objective 3: To select a Medical Benefit Plan Administrator, Stop Loss provider, Network Manager and Pharmacy Benefit Administrator with a product strategy and delivery/implementation history that will meet the District's needs (both for current use and future additional functionality). The selected providers will assist The District:

- Improve network efficiency, user experience, and administration of the medical and pharmacy program
- Access proven tools and managed care services that work to control claims costs
- Access quality, meaningful and timely data analytics
- Be well positioned for future changes in the market
- Provide superior service and quality of care to The District's staff and employees
- Work together with other District vendor partners to create efficiencies in managing employees' wellbeing

B. Schedule of Proposal

- | | |
|-----------------------------------|-----------------|
| 1. Issue RFP: | March 21, 2025 |
| 2. Intention to Submit: | April 4, 2025 |
| 3. Written Questions Due: | April 9, 2025 |
| 4. Pre-Bid Conference: | April 16, 2025 |
| 5. Responses to Questions: | April 23, 2025 |
| 6. Proposals Due: | April 30, 2025 |
| 7. Finalists Selected & notified: | May 21, 2025 |
| 8. Finalist Presentations: | May 28, 2025 |
| 9. Award bid – Selection: | May 30, 2025 |
| 10. District approval: | June 10, 2025 |
| 11. Implementation: | January 1, 2026 |

C. Mandatory Intention to Submit Proposals and Conflict of Interest Certification

In order for your organization to receive updates to this Request for Proposal, including responses to submitted questions from all participating firms, please complete Appendix 1a: Intention to Submit a Proposal, and Appendix 1b Conflict of Interest Certification by April 4, 2025. This document can be emailed to RFX@mpls.k12.mn.us. This will allow the District to provide timely information to interested parties. This document is a mandatory document, if this is not submitted in person or by email by April 4, 2025; the organization will not be able to participate in Medical Benefit Plan Administration, Stop Loss, Network Management and Pharmacy Benefit Services RFP. Once your organization has provided the District with your Intent to Submit, Brown and Brown will be providing you with the data necessary for you to complete your proposal.

D. Submission of Written Questions

All questions about the RFP shall be submitted by e-mail by 4:00 p.m. Central Standard Time on or before April 9, 2025 to RFX@mpls.k12.mn.us. The District will provide written responses to questions from prospective Proposers no later than April 23, 2025 EOD. There will be an opportunity at the Pre-Bid conference to ask additional questions; however, after April 23, 2025, no questions or inquiries will be allowed.

E. Mandatory Pre-Bid Conference

The District will hold a mandatory pre-bid conference on April 16, 2025, from 1:00-3:00 p.m. Central Standard Time, at room L3-305 at the District's administration offices at 1250 West Broadway Ave., Minneapolis, Minnesota. Security staff or a District staff member will direct attendees to the meeting room. The District will answer any additional follow-up questions at this time. No questions or inquiries will be allowed beyond the pre-bid conference. Any unauthorized contact with any other district official or employee in connection with this RFP is prohibited and shall be cause for disqualification of the proposer.

F. Changes to the RFP

Vendors who are registered with The District for this RFP will be notified by email of any changes in the specifications contained in this RFP. If any changes are issued to this RFP, a good faith attempt will be made to deliver the additional information to those persons or firms who, according to the records of The District, have previously received a copy of and are registered (on the Intent to Submit form) with the District for this RFP.

G. Preparation of Proposal

1. Careful attention must be paid to all requested items contained in this Request for Proposal. Please read the entire package before bidding. Each proposal shall be prepared simply and economically avoiding the use of elaborate promotional materials beyond what is sufficient to provide a complete, accurate, and reliable presentation.
2. For ease of review, the proposals must follow the outline in Section III and IV of this request for proposal. Each response should be clearly numbered, and the full question listed.
3. Each page of the proposal must be sequentially numbered and include the proposing organization's name.
4. RFP must be double-spaced, with at least than one-inch margins. Font must be at least 12-point. **Any RFP submitted that is not double-spaced, uses margins less than 1-inch, and smaller than 12-point font will not be reviewed. There will be no exceptions.**
5. Each response to questions in Section III and IV of the RFP must be appropriately labeled (e.g., Section III: General Business Questions, A. General Business Requirements, Question #1; etc.).
6. Some questions in this RFP will require organizations to submit documents as an Appendix. Applicants may wish to submit additional supplemental materials to support responses to questions in Section III and IV. If an applicant intends to include supplemental materials with responses to questions in Sections III and IV of the RFP, separate appendices for each part must be developed. Each appendix should be clearly labeled (e.g., Appendix A: Financial Records, etc.).
7. All appendix materials (e.g., sample communications, reports, etc.) must be labeled with the name of the organization and reference the appropriate section and question (e.g., Section C: Description of Expected Services 1a). **Although there is no page limitation for the Appendix, the appendix should not be excessive in length. Applicants should also ensure the appendix items are appropriately described and referenced in the narrative section of the RFP.**
8. The RFP must be submitted in the appropriate order. Each part of the RFP should be separated with a section divider page listing the *title* of the next part of the RFP that is enclosed. All RFPs should follow the order below:
 - a. Organization Information Cover Page (Provided in attached Appendix 2)
 - b. Table of Contents
 - c. Section III- General Business Information
 - d. Section IV- Project Scope
 - e. Appendix Materials
9. Additional circumstances that may lead to RFP not being reviewed and/or selected:
 - a. RFP was received after the deadline, which includes not only on the deadline date but also after the deadline time.
 - b. Applicant does not intend to complete criminal history checks on employees.
 - c. Applicant's previous clients have significant complaints regarding the quality of the Title services, communication issues, or other problems.
 - d. Any section of the RFP is missing or incomplete.
 - e. The RFP does not meet length, font, or other formatting requirements.

H. Submission of Proposals

In order to be considered for selection, organizations must submit a .pdf response to this solicitation no later than **2:00 p.m. on April 30th, 2025** to rfx@mpls.k12.mn.us. Late proposals shall not be accepted.

No other distribution of the proposal shall be made by the organization. It is the sole responsibility of the organization to assure that the proposal is delivered to the designated district office in Item H, above, prior to the deadline. No proposal received after the deadline will be considered. No unsolicited corrected or resubmitted proposals will be accepted after the proposal submission deadline. CD-ROMs and/or USB flash drives will not be returned.

I. Withdrawal of Proposals

A proposal may be withdrawn by the vendor prior to the date and time for submittal of proposals by means of a written request signed by the vendor or its properly authorized representative. Such written request must be delivered to Procurement Department at RFX@mpls.k12.mn.us. This written request can be either electronic or a hard copy format.

J. Finalists' Presentations

The District's RFP Evaluation Committee will invite finalists to meet with the evaluation team on May 28th, 2025. The District is requesting that all finalists provide program demonstrations. The Evaluation Committee will attend and score vendor presentations. This is a mandatory meeting for the finalists selected

K. Evaluation and Selection Process

1. The Medical Benefit Plan Administration, Stop Loss, Network Management and Pharmacy Benefit Services RFP Evaluation Committee members will include, but is not limited to, a minimum of one member from at least two departments to be named by the Director of Procurement & Supply Chain Development. Potential participating committee members from departments could include, but not be limited to:
 - a. Total Compensation
 - b. Brown and Brown (consultant)
 - c. Joint Labor Management Committee
 - d. Director, Procurement
2. Proposals, responses, presentations, and references will be included as the Evaluation Committee recommends a solution for the District. Upon approval from the authorized District signer, the District will then proceed with contract discussions with the selected vendor(s). The District has no liability to any vendor participating in this RFP process prior to when the authorized District signer signs a contract to that vendor.
3. Consensus on proposal selection will be determined by the Evaluation Committee reaching consensus on the selection. Medical Benefit Plan Administration, Stop Loss, Network

Management and Pharmacy Benefit Services RFP Evaluation Committee members will use a rubric to evaluate the responses to the questions outlined in this RFP.

4. The Evaluation Committee shall evaluate all proposals to determine which meet the minimum service/product requirements, without regard to price. This evaluation may, at the Evaluation Committee's discretion, be augmented by verbal or written requests for clarification, or additional information as necessary to determine whether the technical requirements can be met. The Evaluation Committee can contact references supplied in vendor proposals. Findings from these inquiries will be included in the assessment of products for selecting finalists.
5. The Evaluation Committee will then only consider those proposals that meet the minimum service requirements for further evaluation. The Evaluation Committee will evaluate and score the vendor with regard to the scoring rubric that will be provided at the Pre-Bid Conference or no later than when the Responses to Questions are due.

L. Effective Period of Proposals

Proposals must state the period for which the proposal shall remain in effect (i.e., how much time does the District have to accept or reject the proposal under the terms proposed). Such period shall not be less than 120 days from the proposal date.

M. Bid Reservations

Notwithstanding any other provisions of this RFP, the District reserves the right to award this contract to the organization(s) that best meet the requirements of the RFP, and not necessarily, to the lowest cost Proposer. Further, the District reserves the right to reject any or all bids, to award in whole or part, and to waive minor immaterial defects in bids. The District may consider, at its sole discretion, any alternative bid.

N. Notifications of Unsuccessful Vendors

The Evaluation Committee through the Director of Procurement and Supply Chain Development, Girish Bhatnagar, shall notify all Vendors after the Finalists' Presentations but no later than the award recommendation and approval to proceed being placed on the School Board agenda.

O. Contract Negotiations

Negotiations may include all aspects of services and fees. After a review of the proposals, and in-person presentations, the District intends to enter into contract negotiations with the selected organization(s). If a contract with the selected organization is not finalized within 90 days, the District reserves the right to open negotiations with the next ranked organization(s).

P. Award of Contract

The District reserves the right to award by Service Area or as a whole, whichever is deemed most advantageous to the District.

The selected firm(s) shall be required to enter into a written contract or contracts with the District in a form approved by legal counsel for the District. This RFP and the proposal, or any part thereof, may be incorporated into and made a part of the final contract(s). The District reserves the right to negotiate the terms and conditions of the contract(s) with the selected Proposer(s).

Q. Contract Term

It is the intent to award the contract(s) for an initial 2 year period with the option to renew it for 2, one-year periods for a possible total contract term of 4 years. The decision to renew the contract(s) will be at the sole discretion of the District and agreed upon by both parties.

Proposers must agree to fix contract fees for the first year. If the organization intends to revise its fee schedule after the initial year, it must give written notice to the District 90 days in advance of any fee change. Fees may be changed only on the contract expiration date with 90 days' notice. These fees are subject to negotiation and approval by the District.

R. Disposition of Proposals

All materials submitted in response to this RFP will become the property of the District. All information submitted is considered public and may be disclosed to third parties.

S. Cost Incurred in Responding

This solicitation does not commit the District to pay any costs incurred in the preparation and submission of proposals or in making necessary studies for the preparation thereof, nor to procure or contract for services.

T. Assignment

The successful proposer shall not assign, transfer, convey, or otherwise dispose of the contract, or right, title of interest, or power to execute such a contract to any person, firm, or corporation without the previous consent in writing by the District.

U. Claims Administration

The insurer will indemnify, hold harmless and save the district, its agents, officers, employees and retirees from liability of any nature, (including costs, expenses and attorney's fees), for damages suffered by any entity or person as a result of error, negligence, reckless or willful acts of omission, fraudulent criminal acts or bath faith by the organization and or its officers, agents or employees acting alone or in collusion with others.

V. Professional Liability

The insurer shall maintain, as its sole cost and expense, in full force and effect during the term of this agreement, a valid current policy or policies of general and professional liability increase with an insurance company acceptable to the district, whose acceptance shall not be unreasonably withheld, insuring the administrator, agents and employees against any liabilities for any services provided or failed to be provided, any negligence, and/or judgment. The policies shall contain a provision that such coverage will not be determined, reduced, or materially changes without at least a 30-day notice to the District. The District retains the right to annually adjust the liability limits and level of insurance to be procured for such coverage to be effective on the anniversary of this agreement.

The insurer agrees to notify the district immediately upon any change in professional liability coverage status for the insurer as a partnership or corporation as well as for individual practitioners, and any direct service provider must provide proof of appropriate bonding.

W. Causes for Termination

Causes for termination of the agreement may include any of the following: Failure to promptly and faithfully provide the services required at the prices indicated in the Proposal; violation of any law governing services provided to the District; failure to cooperate upon receiving any reasonable request for information or service; or improper actions of the officers or employees, which in the

opinion of the District, would adversely affect its interest, or endanger the structure of the proposing organization such as a spin off or merger which materially affects the terms of this agreement. The District may terminate the agreement without cause on 90-days' notice. The District may terminate the agreement with cause on 30 days' notice.

SECTION II: SCOPE OF SERVICES

A. Project Background

The Minneapolis Public Schools is the third largest K-12 District in Minnesota. Minneapolis, located in Hennepin County, is the largest city in the state of Minnesota, and is the 48th largest in the United States. The District covers 70 school programs at 65 sites, with approximately 28,000 students and 3,000 teaching staff.

70 school programs include:

- ✓ K-5 Schools: 19
- ✓ K-8 Schools: 17
- ✓ Middle Schools (6-8): 5
- ✓ High Schools (9-12): 7
- ✓ Special Education Schools: 2
- ✓ Specialty Schools: 1
- ✓ District Alternative Schools: 4
- ✓ Contract Alternative Schools: 12

Growth projection: Stable

Superintendent: Dr. Lisa Sayles-Adams

Senior Financial Officer: Ibrahima Diop

Executive Director, Human Resources: Scott Weber

Director, Procurement & Supply Chain Management: Girish Bhatnagar

Current Medical Benefit Plan and Population Health Management Program:

At the time of this RFP, Minneapolis Public Schools has 6,013 number of benefit eligible employees. The population consists of both union and non-union members as well as early retirees. Employees scheduled to work more than 20 hours a week are eligible to participate in the benefit plan on their date of hire. Employee's spouse, same or opposite sex domestic partner and dependent children are also eligible to participate in the plan.

The district currently offers its employees three self-insured medical plans through United Health Care. The plans renew January 1. Benefits vary within each plan if an employee and their spouse or domestic partner participate in a wellness program. The Wellness Program is offered through Vitality

Please note HealthPartners currently administers the onsite clinic for the district. The onsite clinic is not a part of this RFP.

There is a high level of interest among all user groups in a comprehensive Medical Benefit Plan Administrator, Stop Loss Provider, Network Manager and Pharmacy Benefit Provider with enhanced capabilities and functionality. The highest interest is in:

- ✓ Medical Plan Administration
- ✓ Ability to Match Current Plan Design and Eligibility Requirements
- ✓ Claims Service

- ✓ Member Customer Service
- ✓ Account Management
- ✓ Network and Provider Access
- ✓ Care Management
- ✓ Financial Savings
- ✓ Performance guarantees
- ✓ Rate guarantees

Medical Benefit Plan Vision

The key success factor for this selection and installation of a vended solution is:

- ✓ A vendor (or vendors) who will partner with the district in the management of its Medical Benefit Plan Administration, Stop Loss, Network Management and Pharmacy Benefit Services to meet the needs of a large and diverse employee population in a cost-effective manner.

Medical Benefit Plan Stakeholders

Users of the Medical Benefit Plan include:

- ✓ **All District Employees and their families**
- ✓ **Eligible District Retirees**
- ✓ **COBRA Qualified Individuals**
- ✓ **MPS Total Compensation Team**

B. Medical Benefit Plan and Population Health Management Services Program Goals

Employee Wellness Program Details:

Minneapolis Public Schools (MPS) currently provides two employee wellness programs – one integrated with our health insurance vendor and another through a third party. While participation is voluntary, employees are encouraged to take part, as those who do can benefit from lower co-pays or deductible rates on their insurance, as well as earn rewards like gift cards and various health and wellness products.

The MPS employee wellness offerings are accessible to all benefit-eligible employees, including those who work more than 20 hours per week, as well as their enrolled spouses.

Power of Vitality Wellness Program:

The Power of Vitality Wellness Program is a platform designed to promote overall well-being among individuals by offering resources, tools, and incentives to encourage healthy lifestyle choices. It includes access to fitness programs, nutrition education, stress management resources, and wellness challenges, and aims to enhance physical, mental, and emotional health. It offers a supportive community and provides personalized wellness plans, the program empowers employees to take charge of their health, improve productivity, and increase engagement in their personal and professional lives.

Here are some of the offerings within the platform.

- Gym rebate program: Employees who complete at least 150 standard or advanced workouts within the calendar year and have a qualifying gym membership can receive a gym rebate up to \$250 towards their membership fees.
- Challenges: There are online challenges offered through the Vitality portal. These challenges can be both individual and team based.
- Device tracking: Participants can sync their mobile device or smartwatch with the Vitality platform to track their steps and earn points for physical activity based on a variety of metrics.
- Online tracking: Participants also have the ability to self-report their physical activity if they do not have a smart device to connect.
- Rewards: Participants earn Vitality Bucks by participating in a variety of healthy activities offered through the Vitality platform. The earned bucks can then be redeemed for gift cards, fitness devices, or services and subscriptions.

Wellbeats

Wellbeats offers employees a variety of benefits, including access to a diverse range of on-demand virtual fitness classes and wellness programs that promote physical health, mental well-being, and overall work-life balance. This flexibility allows employees to engage in fitness at their convenience, helping to reduce stress, enhance productivity, and foster a culture of wellness within the workplace. Additionally, Wellbeats can support team-building efforts by encouraging group classes and activities, leading to improved morale and camaraderie among employees.

Wellbeats is a digit platform that offers a variety of wellness services including:

- Fitness: On-demand classes for all ages, abilities, and interests, including yoga, HIT, strength training, running, walking, cycling, kickboxing, and dance
- Nutrition: Recipes and classes to help learn about and prepare nutritious foods
- Mindfulness: Virtual access to meditation, yoga, and stress reduction classes
- Goal-based programs: Over 60 programs that are 1 to 8 weeks in length

C. Total Compensation Organization

Total Compensation Division, Human Resources Department

- ✓ Human Resources Department is composed of the following divisions: Total Compensation, Talent Acquisition, Professional Development and Employee Relations.
- ✓ The Total Compensation Division is responsible for Employee Benefits, Compensation Administration, Leave Coordination and ADA Coordination

D. Description of Expected Services

1. The District expects the highest level of quality, professionalism, and results from the vendor and product and the development and implementation of services provided by them, including, but not limited to the following:
 - a. Carrier shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, and regulations, including securing and maintaining in force such permits, and licenses as are required by law in connection with the furnishing of services pursuant to this agreement.

2. The District expects that success of the vendors' performance and product will be determined at the sole discretion of The District.
3. The District expects that success of the carrier's performance and product will be determined by both qualitative and quantitative means of data collection and analysis.

SECTION III: GENERAL BUSINESS INFORMATION

A. General Business Requirements

1. Provide a general overview and brief history of your company, including parent and/or subsidiary companies, number of employees, and number of years of experience in the field related to this RFP.
2. Do you have any existing or potential conflict of interest, direct or indirect, with The District? If yes, please state the potential conflict of interest.
3. Within the past seven years, has your company been and/or is involved as a defendant in any lawsuits or administrative charges/complaints? Include those filed by or for customers or employees of customer companies. If yes, provide a brief summary of the case and its current status.
4. In the past seven years, has your company experienced any major debt restructure or bankruptcy proceedings? If yes, provide a brief summary.
5. List any contracts or business arrangements currently and/or formerly in place between your company and The District.
6. The District wants to ensure that companies have sufficient cash flow to serve as a preferred District vendor. Please provide the following financial information in totality for the last 3 years: Total Assets, Earnings before Interest & Tax, Net Sales, Market Value of Equity, and Total Liabilities. In the absence of audited financial records, the applicant may attach federal income tax returns, balance sheets, and/or budget accounting for revenues, expenses, and cash flows. List the attachments in a cover sheet for Appendix A.
7. Provide your organization's financial rating.
8. Provide five (5) current (no more than three years old) K-12 preferred. If K-12 not available, provide non-K-12 customer references. For each reference, provide the following information in a table format in Appendix B:

Description	Response
Customer Name	
Customer Address	
Current Telephone # of a rep. most familiar with the project/program	
Description of services provided	
Length of time services were rendered	
Describe type of environment, audience and any other details that describes the type of work performed. I.E. Urban school district K-12	

9. Provide three (3) terminated client references. If possible, provide references for other school districts otherwise current clients with similar demographics of The District. For each reference, provide the following information in a table format in Appendix B.

Description	Response
Customer Name	
Customer Address	
Current Telephone # of a rep. most familiar with the project/program	
Description of services provided	
Length of time services were rendered	
Describe type of environment, audience and any other details that describes the type of work performed. I.E. Urban school district K-12.	

10. How many members do you currently have in your traditional healthcare plans excluding clients less than 50 employees? Provide average size.
11. How many clients exceeding 5,000 employees have you acquired in the past 3 years?
12. How many clients exceeding 5,000 employees have you lost in the past 3 years?
13. How many, if any, Minnesota school district clients does your organization administer benefits for?

B. Qualifications and Experience

- Describe the experience of your company in providing Medical Benefit Plan Administration, Network Management, Stop Loss Administration and Pharmacy Benefit Services. Please include the company name, date established and the address. Include a brief description of the company's history, growth, philosophy and culture, number of employees and number of years in business under the same name.
- Describe the most significant challenge your company faced in the past two years pertaining to the services in this RFP and the actions/steps your company took to address the challenge.
- Describe your company's most important success in the past 2 years pertaining to the services in this RFP.
- Please list your top three (3) competitors and detail out where your company has a competitive advantage over each.
- What is your company doing to stay competitive in the marketplace?
- Comment on your specific strengths, strategies, and any unique capabilities as it relates to this RFP.
- State and describe any accreditations your organization has received as it relates to this RFP.
- State your R&D budget for Medical Benefit Plan Administration, Network Management, Stop Loss Administration and Pharmacy Benefit Services. Provide a roadmap for the next 3 to 5 years and describe the strategy and benefit to the District.
- List the top 3 areas your organization is investing in.
- Do you outsource any of your services to a third party? If so, please describe.

C. Supplier and Employee Equity & Diversity, Sustainability and Community Engagement

1. One of the District's values is equity and diversity for employees, suppliers, and the products that are purchased. We support companies who support and exhibit equity and diversity in many different areas. Please explain, be specific, how your company supports and demonstrates this value in regard to Supplier Diversity and Employee Diversity.
2. Is your company a certified, through a formal certification process from a Diverse Supplier company i.e., MMSDC, WBENC, Quorum etc. or 51% owned or controlled by an individual who represents a diversity category? If yes, please state which one.
3. If yes, please provide a copy of your certification documentation. If yes, but you do not have a certification document please state that here; The District will also accept a notarized letter of affidavit.
4. Does your company subcontract to Diverse Suppliers? If yes, please provide your annual spend with subcontracted Diverse Suppliers. Do you plan to use subcontracted Diverse Suppliers in the provision of the services specified in this RFP?
5. One of the District's values is community engagement and involvement. Please describe, in detail, and provide some examples of how your company supports this District value.
6. One of the District's values is sustainability. Please describe, in detail, and provide some examples of how your company applies sustainable practices to your operations. I.e., Hybrid or Eco-Friendly fleet, sustainable sourced moving supplies etc.

D. Business Ethics

1. How does your company protect confidential employee and customer information in compliance with applicable privacy legislation?
2. Provide details of where all system processing will be performed and data stored, including information regarding your company's data practices and procedures for ensuring confidentiality.

E. Service Level Expectations

1. Describe your company's efforts and processes to ensure that services provided to us will completely satisfy or exceed our expectations.
2. Describe in detail your company's contingency plan for working around problems which may arise as a result of providing your services.
3. Can you provide your definition around incident priority and severity levels including response and remediation time frames?
4. What contract cancellations or non-renewals have your company experienced over the last five (5) years? Please explain.
5. What turnover has your company experienced at the executive level over the last three years?
6. State your staff turnover rate of staff area for the last three years related to the services in this RFP. How do you see your staff turnover rate affecting customer service to The District?
7. Do you conduct an annual client survey for monitoring plan sponsor satisfaction? If yes, describe. If not, why not?
8. Describe the standards and metrics used by your firm to measure provider quality and services. Provide specific examples.

9. How is the Client Service or Account Management structured for each of your clients? Is there a single point of contact, or is there a different contact for each line of administration?
10. Will the District have a dedicated account manager?
11. Describe your company's policy on changing the account manager in the event The District asks for a different representative or if it's at the discretion of the company.
12. Please describe your structure for employee and company relationship, i.e., how many account managers, project managers, technical engineers etc.? Include the names of all professional staff who will be assigned to work on the District's account and a brief resume of their background and experience with an emphasis on K-12 education organizations. Please include a company chart to illustrate.
13. On average, how many clients is a support team responsible for?
14. What level of training and experience does a team member have to have before they are assigned to an account of The District's size?
15. Are you willing to enter into a Performance Agreement with The District with monies at risk? Please describe the performance maximums your organization will be willing to guarantee and the maximum dollars or percent of fees you will place at risk.

F. Implementation

1. Provide an implementation timeline for The District assuming a January 1, 2026, effective date.
2. Describe types of District project resources needed.
3. Will The District have a dedicated Implementation Team? Please include biographies for each member of the implementation team.

G. Fees and Costs

1. Describe detail of your fee structure and additional costs listed in Appendix B
2. List all applicable fees associated with your services.
3. Are you willing to offer a multiple year rate guarantee? Or can you offer rate caps for a multiple year contract? If not, please explain.
4. Please confirm that this proposal is valid for a period of one hundred and twenty (120) days from the due date.

H. Billing and Payment

1. Does your company have automated invoicing and payment processes? If no, state below if your company is willing to transition to these methods for Minneapolis Public School invoicing.
2. What alternative payment and billing methods do you support (i.e., ACH and credit card)?
3. The District pays its companies on a net 30-day term. Is this acceptable? If not, what are your standard payment terms?
4. Does your company offer a discount if Minneapolis Public Schools pays in Net 20, Net 10? If so, please list rebate or price discount.
5. To manage our Vendor Master profile in our procurement system, we prefer to remit payments to one central location only. If you have several offices, can we remit to one central location? If no, provide an explanation as to why this is not possible.
6. List the different methods in which your company can accept a Purchase Order (i.e., electronically, fax, phone, or mail)
7. What kind of notice is provided prior to claims payment?

SECTION IV: MEDICAL PLAN ADMINISTRATION PROJECT SCOPE

A. Medical Plan Administration

1. Describe your claims department. Include hours of operations, staffing, average experience of staff and training.
2. Would The District be assigned a dedicated claims advocate?
3. Indicate claim turnaround time and claim accuracy by quarter for the past two years.
4. What are your claim processing goals for turnaround time, financial accuracy, and procedural accuracy?
5. What is the average experience level of your claim processors?
6. Describe your claims audit procedures.
7. How often do you conduct claim audits?
8. How often are your claims and eligibility systems upgraded?
9. What enhancements have you made to your claims and eligibility system over the past 24 months?
10. What enhancements to your systems are you planning over the next 24 months?
11. Provide a sample copy of your EOB. Is this sent for all claims, network, and non-network? Is it only sent when a member has an out-of-pocket expense that needs to be paid to a provider?
12. How is any claim denial communicated to the member and clinic / physician?
13. What U&C percentile do you use on a standard basis to determine U&C allowances for non-network services and how often are they reviewed?
14. Explain your process for adjudicating claims incurred outside the state and outside the country? How do you receive them and are they paid at the network level?
15. Do you pay hospital claims based on DRGs (Diagnostic Related Groupings) or based on what the actual cost of all services provided?
16. What was your average turnaround time between receiving eligibility data and issuing member packets/ID cards over the last 12 months?
17. How often is stop loss reconciliation processed if the pharmacy benefits are carved-out? Describe the data available to The District.
18. Please describe the fee if The District decides to carve-out the stop loss.

B. Member Services Administration

1. Describe your member services department. Include hours of operations, staffing, average experience of staff and training. Explain how staff is apprised of a new program and how members access customer service.
2. Would The District members have “dedicated” staff or does all staff respond to all your clients?
3. Would The District have a dedicated telephone number?
4. Describe your process for conducting background and reference checks on new hires including criminal checks.
5. How are your representatives’ performance evaluated? Is it based on client satisfaction?
6. Describe your staffing levels and back-up capabilities.

7. What percentage of calls into member services do you record? How often are calls reviewed?
8. What has been your turnover rate for the past three years?
9. Of those employees that are no longer with Member Services, what percentage were due to internal promotion or job changes vs. termination?
10. Do you offer phone services to non-English speaking and hearing-impaired participants? If yes, please describe.
11. What is the average hold time for incoming customer calls and phone abandonment rate?
12. Provide the daily number of calls received during the past twelve (12) months.
13. Are inquires by email or online live chat accepted?
14. Describe the different options members have to initiate help access resources.
15. Include different technology platforms (i.e. portal, social media, texting, tweeting, email, chat sessions, etc.)
16. Describe tools and resources available to members to assist them in making their health care decisions.

C. Provider Information

1. Provide a geo access and disruption report specific to The District.
2. Does your organization own or rent your provider network?
3. Does your organization have provider access outside of Minnesota?
4. Clearly define potential network discounts and access charges.
5. Do you use centers of excellence programs for transplants, gastric bypasses etc. and other services? If yes, briefly describe your centers of excellence programs.

D. Medical Care Management

1. Do you have a nurse line where members can call in 24 hours a day? Please describe their services. List any separate fees associated with this service.
2. Do you provide case management? If yes, describe your case management program as well as case managers' position requirements, job credentials and size of staff.
3. Is case management provided inclusive or exclusive of your administrative fees? If separate, describe fees.
4. Describe the criteria to identify large case management candidates.
5. Describe situations where pre-certification is required.
6. Do you use outside medical consultants for questionable medical claims? If yes, please state your medical consultant relationship with your organization.
7. Do you provide disease management? If yes, describe your disease management program as well as your staffs' requirements, job credentials and size of staff.
8. Is disease management provided inclusive or exclusive of your administrative fees? If separate, describe fees.
9. Describe the opt-out process for a participant/member.
10. How do you manage the transition of care if a member is currently being managed by a program through United Health Care?
11. Describe the various wellness programs and/or tools that will be available for the participants.
12. Please discuss your approach to participant identification and your ability to coordinate activities with the District's various vendors (i.e., Wellness, Disability) to avoid duplication

of effort and to maximize effectiveness. (i.e., employee wellness calendar communications, such as “cancer awareness month.”)

13. Do you offer online/teledoc services? Please describe fees.
14. Do you have offer care advocacy services? Please describe fees.
15. The District currently implements a copay/deductible differential for employees who participate in an optional wellness program. Please describe your experience, from a health plan perspective, implementing wellness program incentives.
16. The District currently uses a third-party platform for wellness offerings. Are you able to work with third party wellness programs to implement wellness incentives on health insurance?
17. Please describe any additional services or capabilities that you feel would be beneficial for The District to be aware of that have not been specifically addressed in this RFP.

E. Reporting

1. List and provide samples of all management and administrative reports you generate as part of your standard services. Also provide the time schedule for producing, delivering and method of receipt for these reports.
2. Are reports available online?
3. Can claim information be provided by school or division? If yes, would this require a separate policy number?

F. Banking Requirements

1. Please describe required banking arrangements including frequency of transfer of funds.
2. Will The District receive any claim payment reports prior to transfer of funds? If so, please indicate timeframe and method of receipt.
3. Please describe any web-based capabilities available to The District to view financial information.
4. What kind of notice is provided prior to claims payment?

G. Confidentiality/Privacy

1. Describe your policy relative to sharing, selling, or otherwise utilizing member usage and other member data. Do you share member information (blinded or otherwise) with anyone else, and if so, who?
2. What practices do you have in place to protect the confidentiality of individual information when electronically transferring or storing information?
3. What kind of HIPAA-compliant security measures do you have in place?
4. Describe any breaches you have had in security and how they were managed.
5. How quickly can you respond to a breach incident? When do you inform The District?

H. Compliance

1. Do you send Medicare Part D notices to participants?
2. Do you currently have capabilities, or do you plan to assist with the ACA required upcoming employer reporting?
3. Will you create the master plan documents and Summary Plan Descriptions (SPD)?
4. Will you create the Summary of Benefits and Coverage (SBC) for The District?

5. Will you provide SPDs, SBCs and/or other mailings directly to each members' home? If yes, indicate the cost of these services

I. Website/Mobile Applications

1. Do you provide a website for plan sponsors and members? If yes, identify the type of information that can be found on your website for both plan sponsors and members.
2. Describe any other online services you have available.
3. How customizable is your member website?
4. Is the website available in English, Spanish or other languages?
5. Is eligibility and enrollment on the site real-time?
6. Do you have the ability to push out electronic EOBs (vs just having them available on your website only)?
7. Describe any mobile applications you have available.

J. Communications

1. What types of communication materials will your organization provide to The District employees regarding the transition to another carrier (if applicable)? Please include information regarding communications to participants who may experience disruption by the change.
2. What types of open enrollment communication materials can you provide? To what extent can open enrollment communication materials be customized with no additional cost?
3. Are you willing to participate in onsite open enrollment meetings? If yes, please describe fees.
4. Please provide sample written/print communication materials that will aid members in plan usage and understanding the availability and capability of your resources.
5. Are any of your communication materials available in different languages?
6. Are their co-branding opportunities? (i.e., co-branded website, ID cards etc.)

K. Other Services offered to Employees and Members

1. The District has a direct customer service advocate who works directly with District members. If necessary, the Advocate meets onsite with member to resolve issues. Can your organization match this service?
2. The District has an Engagement Specialist who provides enhanced communications. The ES joins meetings, helps with custom communications and creating yearly communications.
3. The District has an Annual Coat Drive, and the current vendor supplies one school a year with coats and hats for their students
4. Special Needs Initiative a program designed specifically for the families who have children with special need.

V. Pharmacy Benefit Services Questionnaire

- Confirm that if there is any information, data, or pricing that is provided in a pricing supplement, RFP attachment, or any type of ancillary document to your RFP questionnaire response that is inconsistent or differs from the RFP questionnaire response, then the RFP response prevails.
- Confirm that you will provide a General Credit of \$45,000 that will be provided to MPS's consultant (Brown & Brown) for RFP and consulting services. The payment will be made upon award of business.

Network Information

Retail Network

- Confirm all chains (national and regional) are in the Retail 30 pharmacy network being proposed for MPS.
- Confirm all chains are in the Retail 90 pharmacy network being proposed for MPS.

Retail 30 and Retail 90 Disruption Analysis

- Using the claim file provided, identify any pharmacies that are not currently in your Retail 30 network, including a summary of the number of members and claims that would be disrupted.

Specialty Pharmacy

- Using the claim detail file provided, perform an impact analysis of Specialty medications. List any disruption in the drugs/drug classes you consider Specialty vs. current PBM. List any disruption on drugs/drug classes you include on your exclusive specialty list vs. those that can continue to be filled at retail.

Clinical Programs

Formulary

- Using the claim detail provided, provide a disruption analysis to your proposed formulary. Include the number of Rx's and number of unique members disrupted by both tier changes and exclusions in your response.

File Management

- Confirm that MPS and/or MPS's authorized designee will receive up to 5 claim files and at a frequency determined by MPS at no additional cost.

Required Definitions

Confirm your agreement that your proposal is based on the following required definitions:

- "340B Claim" means: 1) Claims submitted with a submission clarification code (420-DK) of "20" or submission type code (D17-K8) of "AA" and/or a basis of cost determination (423-DN) of "08" by the dispensing pharmacy under the applicable NCPDP format (or any successor format); or 2) claims identified as a 340B Claim by a 340B third party administrator.
- "Affiliate" means any entity that directly or indirectly, through one or more intermediaries, controls or is controlled by, or is under common control with PBM.
- "Brand Drug" means a single-source and/or multi-source non-Generic prescription drug or supplies. Brand Drug means a prescription drug identified by Medi-Span as having a Multi-Source Indicator code identifier of "M", "N", or "O" and a Medi-Span Brand Name Code of "T" on the date dispensed
- "Copayment" means "Cost Share", "Copay", "Coinsurance", "Deductible" or any other charge and/or any portion of the charge for each Prescription Drug Claim that is the responsibility of the Member to pay (e.g., copay, coinsurance, deductible, physician and member selection copay penalty, excess copay charges, and ancillary fees).
- "Covered Product" means those federal legend drugs, vaccines, diagnostic testing, OTC drugs, 510k medical devices and products, supplies, and other items covered under the Client's prescription drug plan.
- "Generic Drug" means single-source and multi-source drugs or supplies, that are therapeutically equivalent with drugs having an identical amount of the same active ingredient(s) and products with a Medi-Span Multisource Code ("MONY") indicator of "Y", or with a Medi-Span Brand Name Code of either "B" or "G".
- "Ingredient Cost" means the portion of a claim's cost attributed to the actual covered drug, after application of any claim adjudication rate or MAC or Specialty Drug discount, and excluding dispensing fees, ancillary fees, taxes, Rebates, and Administrative Fees using the lesser of logic and prior to the application of any Copayment.
- "Limited Distribution Drug" or "LDD" means Prescription drugs that are distributed by manufacturers through a limited number of pharmacies and wholesalers which have been selected by the manufacturer based on approved participation criteria.
- "Net Ingredient Cost" means the Ingredient Cost of the Prescription Drug Claim less Copayment.
- "New to Market Specialty Drugs" means Specialty Drugs that are within six (6) months or less of the product launch date.

- "Rebates" shall include base, incentive, portfolio, market share rebates, manufacturer administrative fees, price protection, value-based remuneration, indication-based remuneration, and all other monies collected by PBM or its affiliates, intermediaries, GPO, or rebate aggregators for Client from various pharmaceutical companies that are attributable to prescriptions dispensed to its Client members.
- "Usual and Customary" or "U&C" claim means the retail, non-PBM negotiated price charged by the dispensing pharmacy for a prescription medication on the date the drug is dispensed.
- "Zero Balance Claim", "ZBC", "Zero Balance Due", or "ZBD" means a claim for a covered product where outside of the Administrative Fee there is no balance due from client.

Audits and Contract Terms

- Confirm clients will have full, unrestricted audit rights at no cost to client for financial guarantees, rebates, and plan design audits.

Termination Triggers

- Confirm that MPS may terminate the agreement at any time without cause and without penalty upon 90 days prior notice.

Pricing and Performance Guarantees

Pricing Proposal

- Confirm that the Client will always pay the lower of 1) Gross Drug Cost, 2) MAC + Dispensing Fee, 3) U&C price, 4) Pharmacy Submitted Cost or 5) Discount Card Price (ex. GoodRx)
- Confirm that the Member will always pay the lower of 1) Gross Drug Cost, 2) MAC + Dispensing Fee, 3) Copayment/member cost share, 4) U&C price, 5) Pharmacy Submitted Cost or 6) Discount Card Price (ex. GoodRx).
- Confirm that you will provide an annual market check for price improvements in years 2 & 3 of the new contract term plus annually for any contract renewals.
- For the avoidance of doubt, for purposes of financial reconciliation, Brand, Generic and Specialty Guarantees will be calculated by drugs as classified and outlined in the pricing chart below regardless of PBM's standard Brand/Generic designation using the PBM's internal algorithms and regardless of the Copayment applied to the claim.

Complete the following chart for the Retail, Mail, and Specialty Brand and Generic Discount Guarantees:

<p>Confirm that Retail, Mail, and Specialty BRAND Discount Guarantees exclude the following claims:</p>	Retail Brand Excludes	Mail Brand Excludes	Specialty Brand Excludes

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Adjustment claims			
Brand Drugs with DAW 5 applied to the claim			
Generic Drugs			
340B Claims			
Claims adjudicated at pharmacy U&C			
Claims filled at VA pharmacies			
Compounds			
Subrogation claims (Medicaid and other types)			
Member-submitted claims (DMRs)			
Rejected claims			
Reversal claims (with matching original claim also excluded)			
Secondary (COB) claims			
Vaccines			

Confirm that Retail, Mail, and Specialty GENERIC Discount Guarantees exclude the following claims:	Retail Generic Excludes	Mail Generic Excludes	Specialty Generic Excludes
Adjustment claims			
Brand Drugs with exception of DAW 5 claims			
340B claims			
Claims adjudicated at pharmacy U&C			
Claims filled at VA pharmacies			
Compounds			
Subrogation claims (Medicaid and other types)			

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Member-submitted claims (DMRs)			
Rejected claims			
Reversal claims (with matching original claim also excluded)			
Secondary (COB) claims			
Vaccines			

Confirm that Retail, Mail, and Specialty BRAND Discount Guarantees include the following claims:	Retail Brand Included	Mail Brand Included	Specialty Brand Included
Biosimilars			
Client on-site/in-house pharmacies			
Brand Diabetes Syringes, Test Strips, Glucometers, Lancets, Swabs			
Non-Specialty LDDs that PBM does not have access to			
Non-specialty LDDs that PBM has access to via their owned Pharmacies			
Specialty LDDs that PBM does not have access to			
Specialty LDDs that PBM has access to via their owned Specialty Pharmacies			
Claims in states where a pharmacy may have state laws protecting their payment or mandating a minimum payment (also referred to as Most Favored Nation laws)			
Brand OTCs			

Confirm that Retail, Mail, and Specialty GENERIC Discount Guarantees include the following claims:	Retail Generic Included	Mail Generic Included	Specialty Generic Included
All Generic Drugs			
Brand Drugs with a DAW 5 applied to the claim			
Generic Diabetes Syringes, Test Strips, Glucometers, Lancets Swabs			

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Generic OTCs			
Claims in states where a pharmacy may have state laws protecting their payment or mandating a minimum payment (also referred to as Most Favored Nation laws)			

Confirm that Retail, Mail, and Specialty Rebates will include the following claims:	Confirm that the Rebate minimum guarantees will be calculated and reconciled including the following	Confirm the following are included in 100% Share of Rebates collected and shared with client
Biosimilar claims		
All Prescription Drug Claims where the product had a Medi-Span indicator or “M” “N” or “O” at the time of adjudication will always be included in the per Brand minimum Rebate guarantees.		
Brand claims approved via a copay exception		
Brand claims approved via a formulary exception		
Claims filled at 340B pricing		
Claims in indemnification type plans		
Claims in states where a pharmacy may have state laws protecting their payment or mandating a minimum payment (also referred to as Most Favored Nation laws)		
Client on-site/in-house pharmacies		
Covid-19 Tests		
Claims with a DAW penalty /ancillary penalty applied		
Brand Diabetes Syringes, Test Strips, Glucometers, Lancets, Swabs		

Non-Specialty LDDs that PBM does not have access to		
Non-Specialty LDDs that PBM has access to via their owned Specialty Pharmacies		
Specialty LDDs that PBM does not have access to		
Specialty LDDs that PBM has access to via their owned Specialty Pharmacies		
Medical Devices		
Member submitted claims		
Multi-Source Brands regardless of DAW code applied		
New to Market Drugs		
Brand OTCs		
U&C claims		
Vaccines		
ZBD claims		

Pricing Charts

- Confirm that Rebate guarantees are per Brand claim guarantees for all day supplies.
- Confirm that all pricing components listed in the charts below will be calculated and reconciled separately for all individual pricing components (Retail Brand, Retail Generic, Retail 90 Brand, Retail 90 Generic, Mail Brand, Mail Generic, Specialty Retail Brand, Specialty Retail Generic, Specialty Mail Brand, Specialty Mail Generic) with no offset between any of the individual price components, and/or no offsets within or across channels.
- Confirm all pricing guarantees are based on current plan design and clinical programs.
- Confirm you will provide pricing guarantees in the price chart for an open specialty arrangement.
- Confirm you will provide pricing guarantees in the price chart for a broad retail 90 network .
- Confirm which formulary was used as the basis for the price quote below.

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- Confirm your proposal is based on an exclusionary formulary.
- Complete the pricing chart(s) below for MPS. Pricing must be based on the current plan design and utilization and for a three year contract. Include improvements for years 2 and 3 in the chart below.
- For all rows (4-23) requesting fees/discounts, please complete pricing for Years 1 - Year 3 with the below format:
 - Year 1: \$ dollar amount/percent
 - Year 2: \$ dollar amount/percent
 - Year 3: \$ dollar amount/percent

Pricing Component	Broadest Retail Network	Retail90 Network	Mail Service	Specialty Retail	Specialty Mail Service
Administrative fee (paid)					
Consumer-driven/high deductible program administrative fee					
Brand AWP Discount (include ZBD)					
Brand Dispensing Fee					
Generic AWP Discount (include ZBD)					
Generic Dispensing Fee					
Biosimilar AWP Discount (include ZBD)					
Biosimilar Dispensing Fee					
Limited Distribution Drugs					
New to Market Specialty					
Vaccines					
Covid-19 Vaccines					

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Rebate per Brand claim					
Rebate percentage share					

- Provide your NDC level AMP Cap list used for the Contract Pricing Chart above. (Provide in Excel.)
- Confirm the discount guarantees AND minimum rebate guarantees were underwritten to reflect the lower list price and lower rebates offered by pharma. (ie. the pricing guarantees have been underwritten to account for shifts you anticipate occurring to the lower list priced drugs under the ARPA included on your formulary) and no rebate credit will be applied to AMP Cap products known as of the date of this proposal.
- Provide an NDC level list of biosimilars reflected in your preferred formulary. (Provide in excel)
- Confirm the discount guarantees AND minimum rebate guarantees were underwritten to reflect the lower list price and lower rebates on biosimilars. (ie. the pricing guarantees have been underwritten to account for shifts you anticipate occurring to the lower list price and lower rebates on biosimilars)
- Confirm rebate guarantees will include the greater of the minimum per Brand claim or Rebate percentage share as noted above.
- Confirm that the value of any coupons, copay assistance and/or patient assistance programs will not be counted toward any discount guarantees and/or rebate calculations.
- Provide your estimate of MPS's Total Drug Costs (Ingredient Cost + Dispensing Fee) and estimated Total Rebates

	Total Drug Costs (Ingredient Cost + Dispensing Fee) (estimated)	Rebates (estimated)
Year 1	<i>Dollars.</i>	<i>Dollars.</i>
Year 2	<i>Dollars.</i>	<i>Dollars.</i>
Year 3	<i>Dollars.</i>	<i>Dollars.</i>

Provide the claim counts for the brands in the CY 2024 data your PBM is seeing and predicting for the 2026-2028 period as well as the rebate guarantee amounts and rebate payments (100%) you are forecasting.

Brand Claim Counts	Baseline Data	Year 1	Year 2	Year 3
Category:	<i>For comparison</i>	<i>For comparison</i>	<i>For comparison</i>	<i>For comparison</i>
Retail 30 Brand				
Retail 90 Brand				
Mail Brand				

Retail Specialty				
Mail Specialty				
Total Claim Counts				

Rebate Forecast (Guaranteed Payments)	Baseline Data	Year 1	Year 2	Year 3
Category:	<i>For comparison</i>	<i>For comparison</i>	<i>For comparison</i>	<i>For comparison</i>
Retail 30 Brand				
Retail 90 Brand				
Mail Brand				
Retail Specialty				
Mail Specialty				
Total Rebate Forecast				

- Provide a fee schedule which outlines your organizations ancillary program/clinical program and fees associated with each program.

Specialty Pricing

- Provide your proposed Specialty Drug list by 11 digit NDC in Excel and include individual product pricing for these medications by retail and mail.
- Confirm all new to market FDA-approved Specialty medications that are added to the Specialty drug list after the client effective date will be included in the overall effective discount (OED) for Specialty.
- Confirm that Specialty minimum Rebate guarantees are based on allowing up to a 30 day supply
- Confirm if HIV medications are included in the Specialty or non-specialty pricing and Specialty or on-specialty Rebates.

Limited Distribution Drugs

- Provide a list of all medications on your Limited Distribution Specialty and non-specialty drug List.
- Provide a list of any Limited Distribution Non-Specialty medications PBM owned Mail pharmacy does not have access to and cannot dispense.

Allowances

List the following allowances that you will provide to the client:

Type	Amount	(Specify if flat \$ amount, PMPM, PEPM, etc.)	Annual Allowance or for Term of Agreement
Implementation			
Pre-implementation audit			
Clinical			
On-going/general			
Member communications			
IT/reporting			
Consulting Fees			
Annual audit			

- Confirm client may use the ongoing allowance for expenses which would include but not be limited to consulting fees, ongoing communications associated with new programs, clinical edits, member mailings, IT programming, custom formulary letters, auditing, and benefit and pricing set-up quality assurance.
- Confirm at a minimum MPS may use the implementation allowance for expenses incurred due to the preparation, and implementation of MPS's Prescription Drug Program which would include but not be limited to consulting fees, RFP fees, transition expenses, implementation costs, pre implementation audits, post implementation audits, and communications.

Performance Guarantees

- List each Performance Guarantee you are willing to offer MPS and provide a detailed description of the performance standard, guarantee threshold which is the amount you are willing to put at risk.

APPENDIX 1a

INTENTION TO SUBMIT A PROPOSAL

In order to provide timely updates to this Request for Proposal, including the responses to questions submitted, we ask that potential organizations complete the follow form and return it by email to Girish Bhatnagar at Girish.Bhatnagar@mpls.k12.mn.us.

Business Name:
RFP Point of Contact:
RFP Contact Email:
Physical Address:
Mailing Address:
Phone #
Fax #:
Diverse Organization? If no, please select "None of the Above." If yes, please select which classification: <ul style="list-style-type: none">- Disadvantage Business Enterprise- GLBT- Veteran Owned- Woman Owned and Controlled- Minority Owned and Controlled- Service-Disabled Veteran- Non-Profit- None of the Above

- Yes, we plan to submit a proposal to provide Medical Benefit Plan Administration and Population Health Management services. Please continue to provide updates to the individual named above.
- No, we do not plan to submit a proposal.

Reason: _____

Organization Name (Print name): _____

Signature of Authorized Individual: _____

Printed Name of Authorized Individual: _____

Printed Title of Authorized Individual: _____

Date: _____

APPENDIX 1 (b)

Conflict of Interest Certification

As part of our commitment to maintaining the highest standards of integrity and transparency, Minneapolis Public Schools requires all suppliers to complete this Conflict-of-Interest Certification. This certification is essential to ensure that there are no conflicts of interest that could affect our business relationship.

Please answer the following questions truthfully and to the best of your knowledge:

1. Financial Interests

- a. Do you possess any financial interests in any organization that conducts business with Minneapolis Public Schools?

i. Yes No

- b. If yes, please provide details:

2. Board Memberships and Positions

- a. Do you serve on the board of directors or hold any other position in any external organization that may create a conflict with your duties to Minneapolis Public Schools?

i. Yes No

- b. If yes, please provide details:

3. Family Relationships

- a. Do you have any family members who are employed by or have financial interests in any organization that conducts business with Minneapolis Public Schools?
 - i. Yes No

- b. If yes, please provide details:

4. Consulting and Advisory Roles

- a. Do you or any of your family members serve as a consultant or advisor to any organization that conducts business with Minneapolis Public Schools?
- b. If yes, please provide details:

5. Employment History with Minneapolis Public Schools

- a. Have you, or any of your employees, or immediate family members, been employed by Minneapolis Public Schools in the past?
 - i. Yes No

- b. If yes, please provide details:

6. Ownership Interests

a. Do you or any of your family members own any shares or have any ownership interests in any organization that conducts business with Minneapolis Public Schools?

i. Yes No

b. If yes, please provide details:

7. Partnerships and Joint Ventures

a. Are you or any of your family members involved in any partnerships or joint ventures with any organization that conducts business with Minneapolis Public Schools?

i. Yes No

b. If yes, please provide details:

8. Other Employment

a. Are you or any of your family members employed by any other organization that may have a business relationship with Minneapolis Public Schools?

i. Yes No

b. If yes, please provide details:

9. Subcontractors and Affiliates

- a. Do you use any subcontractors or affiliates that may have a business relationship with Minneapolis Public Schools?
 - i. Yes No
- b. If yes, please provide details:

10. Non-Financial Interests

- a. Do you have any non-financial interests (e.g., personal relationships, memberships in organizations) that could potentially influence your business dealings with Minneapolis Public Schools?
 - i. Yes No
- b. If yes, please provide details:

11. Previous Disclosures

- a. Have you previously disclosed any conflicts of interest to Minneapolis Public Schools? If so, please provide an update on the status of those disclosures.
 - i. Yes No
- b. If yes, please provide details:

12. Compliance with Policies

a. Are you aware of and in compliance with Minneapolis Public Schools conflict of interest policies and procedures?

i. Yes No

b. If no, please explain:

13. Other Potential Conflicts

a. Are you aware of any other situations that could create a conflict of interest with your duties to Minneapolis Public Schools?

i. Yes No

b. If yes, please provide details:

14. Other Potential Conflicts

a. Are you aware of any other situations that could create a conflict of interest with your duties to Minneapolis Public Schools?

i. Yes No

b. If yes, please provide details:

By signing below, you certify that the information provided is accurate and complete to the best of your knowledge. You also confirm that you have disclosed any potential conflicts of interest, including but not limited to, any financial, familial, or other relationships with employees or officials of Minneapolis Public Schools.

Failure to provide accurate information or falsifying any details will result in the immediate termination of any existing relationship or agreement with Minneapolis Public Schools. Furthermore, the supplier will be liable to refund any payments made by Minneapolis Public Schools for any executed contractual agreements.

Additionally, you agree to notify the district promptly of any changes in the information provided or any new conflicts of interest that may arise during the term of your engagement with Minneapolis Public Schools.

By signing below, you acknowledge and agree to these terms.

Supplier Name: _____

Authorized Representative: _____

Title: _____

Signature: _____

Date: _____

APPENDIX 2

Organization Information Cover Page

<u>Organization Information</u>
Name of Organization:
RFP Contact Person's Full Name and Title:
RFP Contact Person's Email Address:
RFP Contact Person's Phone Number:
Main Office Address:
Date (Month/Year) the organization was formed:

APPENDIX 3
MINNEAPOLIS PUBLIC SCHOOLS CONTRACT
SAMPLE TEMPLATE
DO NOT FILL THE TEMPLATE

CONTRACT FOR SERVICES

(\$25,000+)

This Contract is entered into between Special School District No. 1, "District", a special school district created and existing under the laws of Minnesota, and «CompanyName», "Contractor" (collectively "parties") to provide «ContractPurpose» to «ContractGroup».

1 TERM OF CONTRACT

- 1.1 This Contract is effective on «EffectiveDate» or the date of the last signature of the parties, whichever is later, and shall remain in effect until «OriginalExpirationDate», or until all obligations set forth in this Contract have been satisfactorily fulfilled, or the Contract has been terminated, whichever occurs first. Contractor shall have a continuing obligation, after said Contract period, to comply with any provision of this Contract intended for District's protection or benefit, or that that by its sense and context, is intended to survive the completion, expiration or termination of this Contract.
- 1.2 Contractor understands that **NO WORK SHOULD BEGIN UNDER THIS CONTRACT** until all required signatures on this Contract have been obtained and the Contract has been authorized and/or approved by the District's Board. Any work performed by Contractor prior to such time shall be considered as having been performed at Contractor's OWN RISK and as a volunteer.

2 SCOPE OF WORK

- 2.1 Contractor shall perform all of the services set forth herein and any exhibits attached hereto as Exhibit A ("Scope of Work"). Contractor understands that time is of the essence in this Contract and agrees to meet all milestones indicated in this section, in the Contract herein and any exhibits attached hereto.

3 CONSIDERATION AND TERMS OF PAYMENT

The consideration for all services (and goods if any) performed or supplied by Contractor under this Contract shall be paid by District as described below.

3.1 Total Obligation.

District's total obligation to Contractor under this Contract, including compensation for goods, services, and reimbursable expenses, shall not exceed \$«ContractValue». Contractor shall not receive any additional reimbursement for materials or subsistence expenses incurred in the performance of this Contract.

3.2 Frequency of Invoicing and Terms of Payment.

Subject to the conditions herein, payment shall be made by District within thirty (30) days upon receipt of Contractor's invoice for goods delivered or services rendered pursuant to this Contract. The Contractor's standard invoice shall be submitted after satisfactory completion of services on a monthly basis. District has no obligation to pay for services that are not satisfactorily performed or performed in violation of federal, state or local law, ordinance, rule or regulation. In the case of a dispute about satisfactory performance of services, the parties agree to work in good faith to resolve any disputes. If either party does not dispute an invoice in writing within 180 days of receipt of the invoice, no action challenging the invoice may be taken.

As applicable, for all agreed upon work performed by Contractor or Contractor's personnel in the provision of goods and/or services stipulated herein, District shall pay Contractor at the hourly or per diem rates as set forth in the applicable Exhibit B. Payment shall be made to Contractor based on the hours recorded provided such hours are in accordance with the terms of this Contract. Notwithstanding anything to the contrary, and without limitation, District has not promised or guaranteed any minimum amount of work, and Contractor understands and acknowledges same. District has no obligation to pay for overtime or holiday work, nor will it pay premiums for overtime and holidays.

3.3 Taxes.

District is exempt from paying Minnesota sales and use taxes on certain purchases, as provided in Minnesota Statute, Section 297A.70. Contractor shall not charge District for such sales and use taxes. Alternatively, Contractor shall be responsible for the payment of any and all sales taxes to the Minnesota Department of Revenue relating to the following taxable items sold pursuant to this Contract; construction materials, leasing of motor vehicles, food and lodging, [See Minnesota Statute 297A.70]. Contractor shall promptly reimburse District for any and all such sales and use taxes paid by District to any governmental authority on behalf of Contractor including penalties and interest with respect thereto, and including any and all expenses (including attorneys' fees) or damages that result from a failure by Contractor to properly remit or reimburse District for any and all such sales and use taxes provided above.

District may be obligated by state and federal law to withhold state and federal taxes from the consideration stated herein. These taxes may consist of, but are not limited to, the Minnesota state entertainer tax, Minnesota state nonresident withholding tax, federal withholding on payments to foreign nonresident aliens, and federal backup withholding.

3.4 Fund Availability; Federal Funds Contingency.

Financial obligations of District payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available. If this Contract is funded in whole or in part with federal funds, District's payment obligations are subject to and contingent upon the continuing availability of federal funds for the purposes hereof.

4 GENERAL TERMS AND CONDITIONS

- 4.1 The terms and conditions contained in this Contract shall govern and shall take precedence over any different or additional terms and conditions which Contractor may have included in any documents attached to or accompanying this Contract. Any handwritten changes on the face of this document shall be ignored and have no legal effect unless initialed by all parties. If this Agreement was made pursuant to a Request for Proposal (RFP) or Request for Information (RFI), the following order of precedence shall apply: (1) this Contract and its Exhibits, (2) District's RFP or RFI, and (3) Contractor's Response to District's RFP or RFI.

5 AFFIRMATIVE ACTION, EQUAL EMPLOYMENT OPPORTUNITY

- 5.1 The District is committed to the policy that all persons shall have equal access to its programs, facilities, and employment without regard to race, color, creed, religion, sex, national origin, age, marital status, disability, public assistance status, veteran status, or sexual orientation and is committed to transacting business only with firms who follow these practices. Contractor must apply every good faith effort to ensure implementation of this policy in their practices of employment, upgrade, demotion or transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. As applicable, Contractor shall also develop and have on file for each of its establishments, written Affirmative Action Plans, as may be required by the rules and regulations of the Secretary of Labor. If applicable, Contractor certifies that it has received a certificate of compliance from the Minnesota Commissioner of Human Rights for its affirmative action plan. By accepting this Contract, Contractor certifies that it complies with all applicable federal and state laws as well as District policies related to non-discrimination, equal employment opportunity, and affirmative action.

6 BACKGROUND CHECKS

- 6.1 Contractor shall screen Contractor and all paid and volunteer employees and agents, including interviews, reference checks, credit history (if handling district funds), driving history and insurance coverage (if transporting district staff, students or families). And, Contractor shall conduct criminal background checks in accordance with state and federal law and District policy for Contractor and all paid and volunteer employees and agents who will have direct contact with children under this Contract. Background checks will be done prior to any contact with children, and shall be done in accordance with applicable state and federal laws, including but not limited to Minn. Stat. Sections 299C.61-.64; Minn. Stat. Section 123B.03; 42 U.S.C. Section 5119a and 42 U.S.C. Section 14501-05.
- 6.2 Contractor is responsible for ensuring that all paid and volunteer employees and agents who will be in contact with District staff and students are appropriate persons to conduct such work.

7 DATA PRIVACY

- 7.1 Contractor agrees that any information it creates, collects, receives, stores, uses, or disseminates during the course of its performance, which concerns the personal, financial, or other affairs of the District, its Board, officers, employees or students shall be kept confidential and in conformance with all state and federal laws relating to data privacy, including, without limitation, the Minnesota Government Data Practices Act, Minnesota Statute, Chapter 13. Contractor must comply with any applicable requirements as if it were a governmental entity. The remedies in Minn. Stat. § 13.08 apply to the Contractor. The Contractor will report immediately to the

District any requests from third parties for information related to this Contract. The District will respond to such data requests. All subcontracts, if allowed, shall contain the same or similar data practices compliance requirements.

8 OWNERSHIP OF MATERIAL

8.1 The Contractor expressly waives to the District any claim to copyright pertaining to all new materials, publications, and documents produced as a result of this Contract and agrees that the District shall have exclusive right to and responsibility for their distribution, publication, copyrighting (when applicable) and all other matters relating to dissemination of the materials. Contractor shall not use, willingly allow or cause to have such materials used for any purpose other than performance of Contractor's obligations under this Contract without prior written consent of the District.

9 USE OF DISTRICT NAME OR LOGO

9.1 Contractor agrees not to use the name, logo, or any other marks (including, but not limited to, colors and music) owned by or associated with the District or the name of any representative of the District in any sales promotion work or advertising, or any form of publicity, without the written permission of the District.

10 INDEPENDENT CONTRACTOR

10.1 Contractor shall perform its duties hereunder as an independent contractor and not as an employee of the District. Neither Contractor nor any agent or employee of Contractor shall be or shall be deemed to be an agent or employee of the District. Contractor shall pay when due all required employment taxes and income tax withholding, including all federal and state income tax on any monies paid pursuant to this Contract. Contractor acknowledges that Contractor and its employees are not entitled to tax withholding, worker's compensation, unemployment compensation, or any employee benefits, statutory or otherwise. Contractor shall have no authorization, express or implied, to bind District to any agreements, liability, or understanding except as expressly set forth herein. Contractor shall be solely responsible for the acts of Contractor, its employees and agents.

10.2 Contractor shall hold District completely harmless from and against any such contributions, premiums and taxes described above and from all claims and liability pertaining to those or any other item for which Contractor is responsible under this Contract, and from all attorney's fees and other costs incurred by District in contesting or defending against any responsibility therefore which is asserted against District.

11 WORKER HEALTH, SAFETY AND TRAINING

11.1 Contractor shall be solely responsible for the health and safety of its employees and/or self in connection with the work performed under this Contract. Contractor shall make arrangements to ensure the health and safety of all subagents and other persons who may perform work in connection to this Contract. Contractor shall ensure all personnel, subagents and/or self are properly trained and supervised and, when applicable, duly licensed or certified appropriate to the tasks performed under this Contract. Contractor shall comply with federal, state and local

occupational safety and health standards, regulations, and rules promulgated pursuant to the Occupational Health and Safety Act that are applicable to the work performed by Contractor. Contractor shall develop and implement an emergency plan and procedures to follow in emergencies.

12 BUREAU OF CITIZENSHIP & IMMIGRATION SERVICES REQUIREMENTS

12.1 Contractor shall comply with all applicable requirements of the BCIS relating to employment including but not limited to confirming nationality for all employees and complying with requirements for employing aliens if appropriate.

13 INSURANCE

13.1 At all times during its performance under this Contract, Contractor shall obtain and keep in force comprehensive general liability insurance, including coverage for death, bodily or personal injury, property damage, liability and automobile coverages, with limits of not less than \$1,500,000 each claim and \$1,500,000 each occurrence covering claims that arise out of its acts and operations in providing services to the District or at limits established for a municipal corporation by Minnesota Statute Section 466.04. All such certificates evidencing such insurance shall name District as additional insured. Contractor may meet the limits above \$1,000,000 per occurrence through umbrella or excess coverage.

13.2 Contractor represents that it has worker's compensation insurance to the extent required by law and agrees to furnish proof of such insurance for worker's compensation and the liability insurance, upon request. Contractor also represents that it has professional liability insurance with limits of not less than \$1,500,000 each claim and \$1,500,000 each occurrence covering claims that arise out of its acts and operations in providing services to the District, but shall not name the District as an additional insured to the coverage.

13.3 Contractor or its members shall also maintain property insurance coverage for the facility in which the program is located if it is not in a district building. Contractor and its members shall obtain and maintain insurance covering claims for the loss of or damage to its personal property that may be caused by students attending its programs.

13.4 Contractor shall provide all such certificates to District. Contractor shall not cancel or revise any insurance coverage required by this section during the term of this Contract, and shall require its insurer to mail the District a notice if the coverage is cancelled or revised.

14 INDEMNIFICATION

14.1 Contractor agrees to release, defend, indemnify, and hold harmless District, its board, officers, students, employees, and agents from all liability, injuries, claims, damages (including claims of bodily injury, property damage, or negligence), or loss, including costs, expenses, and attorneys' fees, which arise in connection with, in relation to, or as a result of Contractor's negligent acts or omissions or in connection with Contractor's breach of warranties. The foregoing agreement to release, defend, indemnify and hold harmless shall not apply to the extent such liability, injuries,

claims, damages, or loss was caused by the intentional, willful, or wanton acts of District. Contractor shall not settle or compromise any claim in which the District has been named a party and for which Contractor must indemnify the District without a signed agreement approved by the District.

15 LIMITATION ON LIABILITY

15.1 In no event shall the District be liable for any indirect, consequential, incidental, lost profits or like expectancy damages arising out of the Contract. District's maximum obligation under this Contract shall not exceed the amount set forth herein.

16 CONFLICT OF INTEREST/CODE OF ETHICS

16.1 Contractor agrees that it will not represent any other party or client which may create a conflict of interest in its representation with the District. Contractor agrees to be bound by the District's Code of Ethics. In particular, Contractor: (i) certifies that it has not paid kickbacks directly or indirectly to any District employee for the purpose of obtaining this or any other District Contract; (ii) agrees to cooperate fully with any investigation involving a possible violation; and (iii) agrees to report any suspected violations to the District. Contractor certifies that it has provided no fees, gifts, gratuities, compensation, or anything of value in violation any applicable laws or District policies.

17 COMPLIANCE WITH LAWS AND DEPARTMENT

17.1 Contractor certifies that all goods or services furnished under this Contract shall comply with all applicable federal, state, and local laws and regulations, as well as District policies and procedures, regardless of whether such laws and regulations are specifically set forth in this Contract. Contractor represents that it is not currently debarred or suspended by any federal agency from doing business with the federal or state government. Contractor shall notify District if it becomes debarred or suspended during the term of this Contract. District may immediately terminate this Contract in the event of such termination or suspension and Contractor shall be responsible for any costs incurred by District in connection therewith.

18 TERMINATION

18.1 The District and/or Contractor may terminate this Contract at any time without cause, upon thirty (30) days written notice to the other Party. In the event of such termination, Contractor shall be entitled to payment, calculated on a pro rata or other equitable basis, determined by District in its sole discretion, for work or services satisfactorily performed. In no event shall Contractor be paid for work performed or costs incurred after termination, or for costs incurred by suppliers or subcontractors which reasonably could have been avoided.

18.2 District may terminate this Contract in whole or in part for cause upon seven (7) days written notice if Contractor fails to comply with any material term or condition of this Contract, becomes

insolvent or files for bankruptcy protection, or fails to comply in a material way with the requirements of this Contract. Late delivery of goods or services, or delivery of goods or services that are defective or do not conform to the Contract shall, without limitation, be causes allowing District to terminate for cause. If a determination is made that District improperly terminated this Contract for Cause, then such termination shall be deemed to have been for without cause.

18.3 Notwithstanding the above, Contractor shall not be relieved of liability to the District for damages sustained by the District as a result of any breach of this Contract by the contractor. The District, may, in such event, withhold payments due to the Contractor for the purpose of set-off until such time as the exact amount of damages due to the District is determined. The rights or remedies provided here shall not limit the District, in case of any default, error or omissions, by the Contractor, from asserting any other right or remedy allowed by law. Nothing in this Contract shall be construed as a waiver of any right, remedy, liability limit or immunity of the District under law.

19 RETURN OF DATA

19.1 Within fifteen (15) days of the completion or earlier termination of this Contract, or upon earlier request of the District, Contractor shall return all documents, data and other information provided by the District to Contractor, or Contractor's employees or agents in connection with this Contract. Additionally, Contractor, upon the request of the District, shall destroy all copies of such District provided data, documents, or information in Contractor's possession or control, and provide District with proof of such destruction.

20 RECORDS MANAGEMENT AND MAINTENANCE

20.1 District shall have the right to inspect and copy such books, records, and documents (in whatever medium they exist) as well as all accounting procedures and practices of Contractor, its agents, and subcontractors to verify Contractor's performance and all expenses submitted pursuant to the terms of this Contract. Contractor shall make such items available for inspection during normal business hours at Contractor's place of business. Such records may be subject to copy, review and/or audit by District, State Auditor and/or the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this Contract. All such items shall be retained by Contractor during the term of this Contract and for a period of six (6) years after the delivery of the goods and/or services. Any items relating to a claim arising out of the performance of this Contract shall be retained by Contractor, its agents and subcontractors, if any, until the claim has been resolved.

21 NOTICES/ADMINISTRATION

Except as otherwise provided in this Contract, all notices, requests and other communications that a party is required or elects to deliver shall be in writing and shall be delivered personally, or by facsimile or electronic mail (provided such delivery is confirmed), or by a recognized overnight courier service or by United States mail, first-class, certified or registered, postage prepaid, return receipt requested, to the other parties at the address set forth below or to such other address as such party may designate by notice given pursuant to this section.

«ContractGroupCO»

Attn: Dept. Manager First and Last Name

1250 W. Broadway Ave.

Minneapolis, MN 55411

Email:

Fax:

«CompanyNameVC»

Attn: _____

Address: _____

Email: _____

Fax: _____

22 ACKNOWLEDGMENT

22.1 In signing, Contractor certifies under penalties of perjury (see Section 6109 of the IRS Code for further penalties) that: (1) the taxpayer ID number (TIN) provided to District is correct; (2) it is not subject to backup withholding because (a) it is exempt from such withholding, (b) it has not been notified by the IRS that it is subject to backup withholding as a failure to report all interest or dividends, or (c) the IRS has notified it that it is no longer subject to backup withholding; (3) it is a U.S. person (including a U.S. resident alien); and (4) it has full authority to execute this Contract and perform its obligation under this Contract. Contractor must cross out and initial item (2) and notify District in writing if Contractor has been notified by the IRS that it is currently subject to backup withholding because of under reporting interest or dividends on its tax return. Contractor must cross out item (3) above if it is not a U.S. person for tax purposes or U.S. resident alien.

22.2 Notwithstanding this certification, Contractor hereby acknowledges that District has the right to withhold amounts for federal backup withholding if such withholding is required by written notice from the Internal Revenue Service issued subsequent to the date this Contract is executed.

23 NON-WAIVER

23.1 No waiver by any party of any default or nonperformance shall be deemed a waiver of any subsequent default or nonperformance.

24 ASSIGNMENT

24.1 Contractor may not assign any obligations of this Contract without the prior written consent of District. In the event of any assignment, Contractor shall remain responsible for its performance and that of any assignee under this Contract. This Contract shall be binding upon Contractor, and its successors and assigns, if any. Any assignment attempted to be made in violation of this Contract shall be void. Notwithstanding any notice of assignment, District's tender of payment to Contractor named herein, or to any person reasonably believed by District to be entitled to payment, shall satisfy District's obligation to pay, and in no event shall District be obligated to pay twice or be liable for any damages due to failure to pay the correct party.

25 CHOICE OF LAW, FORUM SELECTION, ENTIRE CONTRACT AND AMENDMENT

25.1 This Contract shall be construed under Minnesota law (without regard for choice of law considerations). Any action arising out of this Contract shall be heard by a state court in Minnesota. For this purpose, Contractor specifically consents to jurisdiction in Minnesota. This Contract constitutes the entire Contract and understanding of the parties and replaces any prior or contemporaneous agreement, whether written or oral. Any amendments to this Contract shall be in writing and executed by same parties who executed the original Contract, or their successors in office.

26 WARRANTY

26.1 Contractor expressly warrants and guarantees that the services performed under this Contract will be of the highest professional standards and quality. Contractor further represents that all services and goods (if any and as applicable) provided under this Contract: (i) are free from defects in material and workmanship; (ii) are of the quality, size and dimensions ordered; (iii) are fit for the particular needs and purposes of District as may be communicated to Contractor; (iv) comply with the highest warranties and representations expressed by Contractor orally or in any written document provided to or in the possession of District; (v) comply with all applicable laws, codes and regulations (including any published by any national or statewide association or groups); and (vi) are not restricted in any way by patents, copyrights, trade secrets, or any other rights of third parties. If any of the foregoing warranties are breached, Contractor agrees to correct all defects and nonconformities at Contractor's sole expense, to be liable for all direct damages suffered District and any other persons, and to defend, indemnify, and hold harmless District and its Board, officers, students, employees, and agents from any claim asserted by any person resulting in whole or in part from such breach. The foregoing warranties and guarantees shall not be deemed waived by reason of the acceptance of the goods or services or payment by District.

27 SEVERABILITY

27.1 If any provision of this Contract shall be invalid or unenforceable with respect to any party, the remainder of the Contract, or the application of such provision to persons other than those as to which it is held invalid or unenforceable, shall not be affected and each provision of the remainder of the Contract shall be valid and be enforceable to the fullest extent permitted by law.

28 SURVIVABILITY

28.1 The terms, provisions, representations, and warranties contained in this Contract that by their sense and context are intended to survive the performance thereof by any of the parties hereunder shall so survive the completion of performance and termination of this Contract, including the making of any and all payments hereunder.

[The remainder of this page intentionally left blank.]

SPECIAL SCHOOL DISTRICT NO. 1

By: _____

Name: «DistrictSigner» «DistrictSignerLast»
(Printed)

Title: _____

Date: _____

«CompanyNameSigBlock»

By: _____

Name: _____
(Printed)

Title: _____

Date: _____

SAMPLE CONTRACT

EXHIBIT A: SCOPE OF WORK

Description of Services and Service Delivery

Service Outcome

Method of Evaluation

EXHIBIT B: PAYMENT TERMS

SAMPLE CONTRACT

APPENDIX 4

Pricing Information

General Instructions

The organization's response must contain all prices listed below. Organizations choosing to propose more than one alternative must use a separate cost form for each of the sections of their respective proposals differing from one another.

Describe in detail your fee structure and additional costs, if any. The fee structure should include details how costs are calculated. Clearly state responsibility and if costs are one time, ongoing, or if responsible to/from 3rd party. Estimated costs should include but not limited to:

Proposal effective date: January 1, 2026

- A. Provide a partially self-funded proposal. Assuming current benefit structure. Clearly state any deviations from current plan design.
 1. 24/12 Contract
 2. \$300,000 (current) and \$400,000 specific stop loss levels with 120% aggregate
 3. Include expected claim factors for medical and pharmacy by plan
 4. Provide details of multi-year rate guarantees or caps, dividend eligible options
 5. Provide fees for services/programs:
 - i. Include network access fee as a fixed cost outside of the administration fee
 - ii. Any services (i.e., disease management, reporting etc.) not included in your administration fee

Identify and describe any and all other fee-based related services that are available from your organization.

Identify and describe any and all fees that may pertain to any integration between your organization and the Districts internal HRIS system.

Provide complete details of your pricing methodology.

Are there any other costs The District can anticipate that have not been identified in this RFP?

Please note, proposals should be valid for a period of one hundred and twenty (120) days from the due date.