

**REQUEST FOR PROPOSAL #13-1857FL
EMPLOYEE HEALTH PLAN CONSULTING SERVICES**

Manatee County, a political subdivision of the State of Florida (hereinafter "Manatee County" or the "County") will receive proposals from individuals, corporations, partnerships, and other legal entities authorized to do business in the State of Florida, for Employee Health Plan Consulting Services.

DEADLINE FOR CLARIFICATION REQUESTS: **August 23, 2013 at 5:00 PM** shall be the deadline to submit all inquiries, suggestions, or requests concerning interpretation, clarification or additional information pertaining to this Request for Proposal to the Manatee County Purchasing Division. This deadline has been established to maintain fair treatment for all potential bidders or Proposers, while ensuring an expeditious transition to a final agreement.

TIME AND DATE DUE: Proposals will be received until **September 10, 2013 at 4:00 P.M.** at which time they will be **publicly opened**. All interested parties are invited to attend this opening.

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Important Note: **A prohibition of Lobbying is in place. Please review paragraph A.17 carefully to avoid violation and possible sanctions.**

FOR INFORMATION CONTACT:

Frank G. Lambertson, Contracts Negotiator
(941) 749-3042, Fax (941) 749-3034

Email: frank.lambertson@mymanatee.org

Manatee County Financial Management Department
Purchasing Division

AUTHORIZED FOR RELEASE: 

SECTION A: INFORMATION TO PROPOSERS

PROPOSERS MUST COMPLY WITH THE FOLLOWING INSTRUCTIONS TO BE CONSIDERED FOR SELECTION.

A.01 OPENING LOCATION

These proposals will be publicly opened at Manatee County Purchasing Division, 1112 Manatee Avenue West, 8th Floor, Suite 803, Bradenton, Florida 34205, in the presence of County officials at the time and date stated on the cover sheet. All Proposers or their representatives are invited to attend.

A.02 PROPOSAL INFORMATION AND PROPOSAL DOCUMENTS

Bids and Proposals on <http://www.mymanatee.org>

Bid or Proposal documents and the Notices of Source Selection related to those Bids or Proposals are available for download in a portable document format (.PDF) file on the Manatee County web page on the Purchasing tab under "Bids and Proposals". You may view and print these files using Adobe Acrobat software. You may download a free copy of this software (Adobe) from the County's web page if you do not have.

Manatee County collaborates with the Manatee Chamber of Commerce on distributing solicitations using the RFP Tool web page on the Chambers website: <http://www.Manateechamber.com> to post Bid and Proposal documents in a portable document format (.PDF) file. This step is in addition to the posting on Manatee County Government web page.

Manatee County may also use an internet service provider to distribute Bids and Proposals. A link to that service <http://www.DemandStar.com>, is provided on this website under the Tab "MyDemandStar". Participation in the DemandStar system is not a requirement for doing business with Manatee County.

Note: The County posts the **Notice of Source Selection** seven (7) calendar days prior to COMMENCING NEGOTIATIONS with the selected firms.

IT IS THE RESPONSIBILITY OF EACH PROPOSER, PRIOR TO SUBMITTING THEIR PROPOSAL, TO CONTACT THE MANATEE COUNTY PURCHASING DIVISION (see contact information on page one of this document) TO DETERMINE IF ADDENDA WERE ISSUED AND TO MAKE SUCH ADDENDA A PART OF THEIR PROPOSAL.

A.03 REQUIREMENTS FOR FORMAT AND DELIVERY OF PROPOSALS

Any proposals received after the stated time and date will not be considered. It shall be the sole responsibility of the Proposer to have their proposal delivered to

the Manatee County Purchasing Division for receipt on or before the stated time and date. If a proposal is sent by U.S. Mail, the Proposer shall be responsible for its timely delivery to the Purchasing Division. Proposals delayed by mail shall not be considered, shall not be opened at the public opening, and arrangements shall be made for their return at the Proposer's request and expense.

Proposals must be submitted in the format specified in Section C hereof. The contents of each proposal shall be **separated and arranged with tabs in the same order as listed in the Subsections within Section C** identifying the response to each specific item thereby facilitating expedient review of all responses.

A.04 CLARIFICATION & ADDENDA

Each Proposer shall examine all Request for Proposal documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to the Request for Proposal shall be made in writing through the Manatee County Purchasing Division. The County shall not be responsible for oral interpretations given by any County employee, representative, or agent. The issuance of a written addendum by the Purchasing Division is the only official method whereby interpretation, clarification or additional information can be given.

Addenda shall be posted on <http://www.mymanatee.org>.

It shall be the responsibility of each Proposer, prior to submitting their proposal, to contact the Manatee County Purchasing Division at (941)748-4501, ext. 3014 to determine if addenda were issued and to acknowledge receipt of same on the Proposal Signature page (Attachment A).

DEADLINE FOR CLARIFICATION REQUESTS: August 23, 2013 at 5:00 PM shall be the deadline to submit all inquiries, suggestions, or requests concerning interpretation, clarification or additional information pertaining to this Request for Proposal to the Manatee County Purchasing Division.

This deadline has been established to maintain fair treatment for all potential bidders or Proposers, while ensuring an expeditious transition to a final agreement.

A.05 SEALED & MARKED

One signed Original (marked Original) and Four (4) Copies (marked Copy) and Two (2) CD's of your proposal shall be submitted in one sealed package, clearly marked on the outside "**Sealed Proposal #13-1857FL, Employee Health Plan Consulting**" and addressed to:

Manatee County Purchasing Division
1112 Manatee Avenue West, Suite 803
Bradenton, FL 34205

A.06 LEGAL NAME

Proposals shall clearly indicate the legal name, address and telephone number of the Proposer (company, firm, partnership, individual). Proposals shall be signed above the typed or printed name and title of the signer. The signer shall have the authority to bind the Proposer to the submitted proposal.

A.07 PROPOSAL EXPENSES

All expenses for making proposals to the County are to be borne by the Proposer.

A.08 EXAMINATION OF OFFER

The examination of the proposal and the Proposer generally requires a period of not less than ninety (90) calendar days from the date of the opening of the proposals.

A.09 DISCLOSURE

Upon receipt, all inquiries and responses to inquiries related to this Request for Proposal become "Public Records" and are subject to public disclosure consistent with Chapter 119, Florida Statutes.

Proposals become subject to disclosure thirty (30) days after the Opening or if a notice of intended award decision is made earlier than this time as provided by Florida Statute 119.071(1)(b). No announcement of review of the offer shall be conducted at the public opening. If the County rejects all offers and concurrently notices its intent to reissue the solicitation, initial offers are exempt until the County provides notice of its intended decision or, thirty (30) days after the opening of the new offers.

A.10 ERRORS OR OMISSIONS

Once a proposal is submitted, the County shall not accept any request by any Proposer to correct errors or omissions in the proposal.

A.11 DISQUALIFICATION DUE TO NON-RESPONSIVENESS

Manatee County reserves the right to find that any proposal received which does not contain all of the information, attachments, verification, forms or other information, may be considered non-responsive and therefore be disqualified from eligibility to proceed further in the RFP process.

A.12 RESERVED RIGHTS

The County reserves the right to accept or reject any and/or all proposals, to waive irregularities and technicalities, and to request resubmission. Any sole response received by the first submission date may or may not be rejected by the County, depending on available competition and timely needs of the County. The County reserves the right to award the contract to a responsible Proposer submitting a responsive proposal, with a resulting negotiated agreement which is most advantageous and in the best interests of the County. The County shall be the sole judge of the proposal, and the resulting negotiated agreement that is in its best interest and its decision shall be final. Also, the County reserves the right to make such investigation as it deems necessary to determine the ability of any Proposer to perform the work or service requested. Information the County deems necessary to make this determination shall be provided by the Proposer. Such information may include, but shall not be limited to: current financial statements prepared by an independent CPA; verification of availability of equipment and personnel; and past performance records.

A.13 APPLICABLE LAWS

Proposer must be authorized to transact business in the State of Florida. All applicable laws and regulations of the State of Florida and ordinances and regulations of Manatee County will apply to any resulting agreement. Any involvement with any Manatee County procurement shall be in accordance with Manatee County Code of Laws Chapter 2-26. Procedures and deadlines concerning protests related to this Request for Proposal shall be those which are set forth in § 2-26-61 of the County Code.

A.14 CODE OF ETHICS

With respect to this proposal, if any Proposer violates, directly or indirectly, the ethics provisions of the Manatee County Purchasing Code and/or Florida criminal or civil laws related to public procurement, including but not limited to Florida Statutes Chapter 112, Part II, Code of Ethics for Public Officers and Employees, such Proposer will be disqualified from eligibility to perform the work described in this Request for Proposal, and may also be disqualified from furnishing future goods or services to, and from submitting any future bids or proposals to supply goods or services to, Manatee County.

By submitting a proposal, the Proposer represents to the County that all statements made and materials submitted are truthful, with no relevant facts withheld. If a Proposer is determined to have been untruthful in its proposal or any related presentation, such Proposer will be disqualified from eligibility to perform the work described in this Request for Proposal, and may also be disqualified from furnishing future goods or services to, and from submitting any future bids or proposals to supply goods or services to, Manatee County.

A.15 COLLUSION

By offering a submission to this Request for Proposal the Proposer certifies the Proposer has not divulged to, discussed or compared his proposal with other Proposers and has not colluded with any other Proposer or parties to this proposal whatsoever. Also, the Proposer certifies, and in the case of a joint proposal, each party thereto certifies, as to their own organization that in connection with this proposal:

- a. any prices and/or data submitted have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices and/or cost data, with any other Proposer or with any competitor;
- b. any prices and/or cost data quoted for this proposal have not been knowingly disclosed by the Proposer prior to the scheduled opening directly or indirectly to any competitor;
- c. no attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition;
- d. the only person or persons interested in this proposal as principal or principals is/are named therein and that no person other than therein mentioned has any interest in this proposal or in the contract to be entered into; and
- e. no person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees.

A.16 PUBLIC ENTITY CRIMES

In accordance with Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

In addition, Manatee Code of Laws Chapter 2-26 Article V prohibits the award of County contracts to any person or entity who/which has, within the past 5 years, been convicted of, or admitted to in court or sworn to under oath, a public entity

crime or of any environmental law that, in the reasonable opinion of the Purchasing Official, establishes reasonable grounds to believe the person or business entity will not conduct business in a reasonable manner.

To ensure compliance with the foregoing, the Code requires all persons or entities desiring to contract with the County to execute and file with the purchasing official an affidavit, executed under the pain and penalties of perjury, confirming that person, entity, and any person(s) affiliated with the entity, does not have such a record and is therefore eligible to seek and be awarded business with the County. **Proposer is to complete Attachment "B" and submit with your proposal.**

A.17 LOBBYING

After the issuance of any Request for Proposal, prospective Proposers, or any agent, representative or person acting at the request of such Proposer shall not contact, communicate with or discuss any matter relating in any way to the Request for Proposal with any officer, agent or employee of Manatee County other than the Purchasing Official or as directed in the Request for Proposal. This prohibition includes the act of carbon copying officers, agents or employees of Manatee County on email correspondence. This requirement begins with the issuance of a Request for Proposal, and ends upon execution of the final Contract or when the Proposal has been canceled. Violators of this prohibition shall be subject to sanctions as provided in the Manatee County Code of Laws Chapter 2-26.

A.18 EQUAL EMPLOYMENT OPPORTUNITY

In accordance with the provisions of Title VI of the Civil Rights Act of 1964 and Title 15, Part 8 of the Code of Federal Regulations, Manatee County hereby notifies all prospective Proposers that they will affirmatively ensure minority business enterprises will be afforded full opportunity to participate in response to this advertisement and will not be discriminated against on the grounds of race, color or national origin in consideration for an award of contract.

A.19 AMERICANS WITH DISABILITIES ACT

The Board of County Commissioners of Manatee County, Florida, does not discriminate upon the basis of any individual's disability status. This non-discrimination policy involves every aspect of the County's functions including one's access to, participation, employment, or treatment in its programs or activities. Anyone requiring reasonable accommodation for the **public meetings** specified herein (i.e. Information Conference or Proposal Opening), should contact the person named on the first page of this document at least twenty four (24) hours in advance of the activity to request accommodations.

SECTION B: SCOPE OF SERVICES

B.01 INTRODUCTION AND BACKGROUND

Manatee County Board of County Commissioners (the County) is soliciting proposals from qualified firms experienced in for Employee Health and Welfare Consulting Services. The County is responsible for all medical plan functions for approximately 3,100 employees and 600 retirees. The County serves the Board of County Commissioners, Clerk of the Circuit Court, Tax Collector, Property Appraiser, Supervisor of Elections, Sheriff's Office, Port Authority, and Housing Authority.

The County's primary objective is to obtain the services of a qualified firm to assist with annual consulting for our benefit programs including its self funded health plans as well as any future insured products that we might offer. Currently the health plan has an ASO agreement with Aetna for medical, dental and flexible spending. The County offers a unique health plan designed to drive members to better care through preventative, evidence-based medicine. Additionally, the County provides an onsite, integrated Team of clinical professionals to offer coaching and guidance to the members of the plan. This same team also performs all Utilization Management, Care Management, Disease Management and Wellness functions, through the ASO agreement with Aetna.

Manatee County has been a leader amongst peers with a forward thinking plan design and approach to health management and wellness and is seeking a consulting firm that supports the model and the intention behind the model. Additionally, the County is seeking a firm that will be proactive in informing the County of significant or pertinent issues in the area of health and welfare that can benefit or impact the County. Additional consulting services for compensation strategies and retirement benefits may be requested. The County anticipates an agreement will be established to include five (5) one year terms renewable annually.

B.03 SCOPE OF SERVICE

- a. Basic Ongoing Services for Health and Welfare Consulting
 1. Plan Review: Quarterly
 2. On-site meetings and presentations with EHB and other senior management staff: As Needed
 3. Produce comprehensive reports, including cost trend components and their impact as well as areas of opportunity in controlling costs: Annually
 4. Recommend plan design changes, including actuarial impact, to improve performance: Annually
 5. Recommend redesigning benefit eligibility tiers (employee only and family) to provide improved plan performance: Annually

6. Incorporate healthcare reform into health care strategy: As Needed
- b. Financial Management
 1. Prepare financial experience reports and plan year projections, including the Incurred But Not Reported Analysis (IBNR) 112.08: Annually
 2. Provide 2018 PPACA excise tax forecast: As Needed
 3. Plan Design evaluation and benchmarking trends and state of the marketplace nationally and Florida based, including comparison of Florida public sector: Annually
 4. Cost benefit of grandfathered status: As requested.
 - c. Health and Wellness Programming
 1. Provide EHB with information related to wellness and health management that can enhance the existing programs: As Needed
 - d. Request for Proposal Services that may be requested in the future.
 1. Group Health Plan
 2. Stop Loss
 3. Pharmacy Benefit Management
 4. Dental
 5. Life and LTD
 6. For these services, the following would be requested:
 - Assist County staff with designing specifications for the RFP.
 - Assemble historical and census data for the purposes of providing to proposers via RFP's as new EHB requirements become necessary.
 - Review responses and provide a summary report to the County.
 - e. Project Services that may be requested in the future
 1. Develop plan design alternatives and recommendations as appropriate for future health care trends and/or regulatory changes for both active and retired employee populations.
 2. Work with the County to explore, and select a vendor to provide a single sign on wellness portal where employees can access medical, dental, and prescription claim data in addition to HRA and lab results.

3. Assist the County in exploring the opportunities to utilize and implement retiree exchanges.

SECTION C: FORM OF PROPOSAL

This section identifies specific information which must be contained within each proposal. The contents of each proposal shall be **separated** and **arranged with tabs** in the same order as listed in **Sections C.01, through C.03**, identifying the response to each specific item.

The information that you provide shall be used to determine those Proposers with perceived ability to perform the Scope of Services as stated in this Request for Proposal which may overall best meet the needs of Manatee County. A review with those Proposers reasonably susceptible of being selected for award may be conducted for the purposes of clarification of both ability and benefit to Manatee County. See Section D. Selection.

C.01 MINIMUM QUALIFICATIONS AND EXPERIENCE TO BE CONSIDERED

To qualify for any consideration, the Proposer(s) must present proof of any licensing or certification which will be required by law to perform the services set out in the scope of services required in this RFP and has provided these type services in the past.

Proposals may be presented by a single business entity, a joint venture, or partnership.

C.02 ADMINISTRATIVE SUBMITTAL

- a. Proposal Signature Form (Attachment A).
- b. Public Contracting and Environmental Crimes Certification (Attachment B).

C.03 INFORMATION TO BE SUBMITTED REGARDING PROPOSER(S)

Note: Tabs are required to identify each item defined in this Section.

C.03.1 Background and Size

Provide a description of each Proposers **background and size**. Provide a general statement of qualifications to include Proposers' professional credentials, legal status, and experience in providing the service enumerated in this Request for Proposal. Include a brief history of your organization specifically as it relates to managing a retiree insurance service, including relationships with any parent companies, subsidiaries, sister companies and reporting lines. Indicate which entities will administer each of the services requested in this RFP.

C.03.2 Legal Capacity

Provide an **explanation of the Proposers' legal capacity** to perform all parts of the scope of services. Include a description of corporate or other structure and governance, and detail the legal, financial, and technical capabilities of Proposer(s) relevant to performing the scope of services. If more than one

Proposer is teaming up to file a proposal, any prior work any two or more joint proposers have done before should be detailed.

C.03.3 Key Personnel

Identify each **principal of the firm and other “key personnel”** who will be professionally associated with the County. Do not include personnel that will not have a key role in providing services. Explain the role of each, list their qualifications and any special accomplishments which directly benefited client employers, and provide any other pertinent information which can demonstrate their value to the relationship.

For each identified person, provide the following:

- Full Name
- Title
- Professional credentials
- Area of expertise, individual’s roles and duties in providing services
- Office address
- Email address
- Telephone number
- Personalized resumes which identify the qualifications, training and experience of each key personnel

C.03.4 References

Provide a list of at least **five (5) references** with knowledge of your firm's past experience in providing the services as described in the Request for Proposal and contract performance with federal, state or local government. Include the name of the entity, a description of the contract project, the dates of service and the name(s) and telephone number(s) of the contact persons at a senior management level.

C.03.5 Ownership Interest

Disclose **any ownership interest in other entities** involved in these services which might reasonably be selected to perform work under the scope of services set forth in this Request for Proposal. This ownership disclosure shall be included, whether such ownership occurs by the Proposer through a parent, subsidiary or holding company or any other form of business entity. Submit entity names and the percent of ownership for each.

C.03.6 Financial Audit

Provide authorization for a Manatee County auditor and/or financial analysts to have access to your financial records at the primary location of the business entity explained in response to item C.03.1, or such other location as may be agreed, for the purposes of verifying your financial representations, review and assessment of the historical and current financial capacity of your business entity and its expected ability to meet ongoing financial obligations to the County as proposed in this proposal to Manatee County. The County’s audit and /or financial analyst agents will report their findings in a summary report to the

Manatee County Purchasing Official, which will be placed in the proposal files for subsequent use and review.

C.03.7 Economic Benefit

Submit a narrative **explaining the direct economic benefit to Manatee County to be realized by selecting Proposer(s)**. Please include a discussion of the employment, subcontracting, and support services contracting which would be procured within Manatee County.

C.03.8 Questionnaire

All questions must be answered. Responses should be complete and provide sufficient information to allow the County to evaluate your capability and expertise. Responses must be in numbered order matching the question. If additional information is being provided in an exhibit or attachment to support a response, you must clearly state in your response where the information can be found.

1. Describe how your firm's senior consultants and assistant team members that would be assigned to Manatee County have improved the employee benefits program and costs of at least two organizations similar in size and nature to Manatee County during the past three years. Note: Emphasis should be on specific challenges the employer faced, the recommended solutions, and the results to the employer.
2. Describe your firm's experience with public sector consulting for Health Benefits. Include operational improvement strategies for total compensation and benefits. What resources and expertise can you provide for these services?
3. Describe your experience with large clients (2,500+ lives) that have self-funded medical and pharmacy plans.
 - a. What type of financial analysis services have you provided and how have these analyses specifically benefited the client?
 - b. For your team members that will be assigned to Manatee, include the names of at least three self-funded clients (preferably public entity) for whom you provide ongoing financial analysis.
 - c. For your team members that will be assigned to Manatee, include the names of at least three former self-funded clients, preferable public entity.
 - d. Provide samples of financial analysis, projections and experience reports that would be similar to what you would provide the County if successful proposer.

- e. Describe how you will incorporate the historical financial data from the current consultant on the County's plan into your documents.
4. Describe your access to and intended use of specialized technical experts.
 - a. Provide information on the capability of the experts.
 - b. State whether these individuals are your employees or provide services through some other arrangement and specify the arrangement.
5. Detail your firm's approach to evaluating self funded health plan RFP responses:
 - a. Fees and projected claims costs quoted by the health plan RFP respondents.
 - b. Network disruption.
 - c. Describe your firms benchmarking capabilities for both medical and pharmacy plans. State how you validate the client is getting the best "deal."
6. Describe your firm's recent experience with public sector retiree health plans.
 - a. Describe your experience at developing options for reducing OPEB liability and retiree health benefit cost control.
7. Provide information on your firm's capabilities in conducting medical claims audits.
 - a. Provide details on your different types of audit programs, advantages/disadvantages of each, and range of costs for each.
 - b. Provide any examples of client savings.
 - c. Provide any performance guarantees you may be willing to offer on client savings or return on investment.
8. Describe your operational experience with consulting on wellness and disease management programs:
 - a. Launching and communicating comprehensive wellness campaigns.

- b. Describe or include any tools you make available for employers use in measuring existing wellness program effectiveness, program enhancements and measures of program value to an organization.
 - c. Describe and/or provide details on any innovative technology solutions that can encourage employees to become more engaged in improving health status.
 - d. Describe and/or provide details on any technology solution that can manage lab data and subsequent improvements for the purposes of providing incentives.
 - e. Describe and/or provide details on any experience your firm has had with onsite wellness centers, telephonic medicine programs, clinics, or in-house pharmacies.
 - f. Describe successful case studies you have been involved with in assisting a client with implementing a comprehensive wellness and medical portal with single sign on capability to access all benefit portals (medical claims, pharmacy, enrollment, wellness, etc.)
9. Describe what type and frequency of client communications you provide to beside the specific project/financial reports.
10. Are you willing to disclose any and all financial arrangements your firm receives from all vendor sources associated with the County? If so please state. If not please explain your unwillingness.
11. Describe specifically how you will assist Manatee County is saving the tax payer dollars as it relates to the employee health benefit program.
12. Describe the proposed form of compensation (i.e. annual retainer, fee-for-service), include your labor category, fee schedule and hourly rates. Ensure that any potential cost to the County is reflected.

SECTION D: SELECTION

D.01 EVALUATION FACTORS

Evaluation of proposals will be conducted by an evaluation committee. The committee's goal will be to identify the proposal which will overall best meet the needs of Manatee County as determined from the proposals received and subsequent investigation by the County. General factors to be applied will be: (1) the perceived ability of the Proposer(s) to perform the Scope of Services as stated in this Request for Proposal in the most timely and efficient manner possible, (2) the legal, technical and financial capabilities of Proposer(s), and (3) the experience of Proposer(s).

These evaluation factors shall determine the successful proposal.

D.02 RELATIVE IMPORTANCE OF EVALUATION FACTORS

Unless noted, no weight will be assigned to the Evaluation Factors stated above.

D.03 PRELIMINARY RANKING

An evaluation committee shall determine from the responses to this Request for Proposal and subsequent investigation as necessary, the Proposer(s) most qualified to be selected to negotiate an agreement.

D.04 REVIEW OF PROPOSERS AND PROPOSALS

In-person reviews may be conducted with responsible Proposers who are deemed reasonably susceptible of being selected for award, for the purposes of assuring full understanding of: (a) conformance to the solicitation requirements, (b) the abilities of the Proposer, and (c) the proposal submitted.

Proposers shall be available for presentations to and interviews with the evaluation committee, upon reasonable notification from the Purchasing Division. The date(s) and time(s) of any such presentations / interviews shall be determined solely by the County, and may be closed to the public in the discretion of the Purchasing Official, and to the extent permitted by law.

D.05 SELECTION FOR NEGOTIATION

The evaluation committee will make a recommendation to the County Administrator as to the proposer which the County should enter into negotiations. The County Administrator will act upon that recommendation and, if accepted, the successful Proposer will be invited to enter negotiations led by the Purchasing Division.

D.06 AWARD

Award of an agreement is subject to the successful negotiations and the approval of either the County Administrator or the Board of County Commissioners (as provided for in the current Purchasing Code and Procurement Procedures).

SECTION E: NEGOTIATION OF THE AGREEMENT

E.01 GENERAL

The following general terms and conditions apply to the proposal submitted for consideration and the subsequent negotiations:

- a. The proposal will serve as a basis for negotiating an agreement, but not compel adherence to its terms or conditions.
- b. Upon submission, all proposals become the property of the County which has the right to use any or all ideas presented in any proposal submitted in response to this Request for Proposal whether or not the proposal is accepted.
- c. All products and papers produced in the course of this engagement become the property of the County upon termination or completion of the engagement.

E.02 AGREEMENT

The selected Proposer shall be required to negotiate an agreement, in a form and with provisions acceptable to Manatee County.

Negotiated Agreements may or may not include all elements of this RFP or the resulting successful proposal where alternative terms or conditions become more desirable to the County, and the parties agree to such terms.

The parties will negotiate the term of the agreement, and the circumstances in which it may be renewed, assigned or terminated.

The parties will negotiate matters of insurance, liability, record-keeping, auditing, and all other relevant contractual matters.

ATTACHMENT A

**PROPOSAL SIGNATURE FORM
RFP #13-1857FL**

The undersigned represents that by signing the proposal, that he/she has the authority and approval of the legal entity purporting to submit the proposal, and that all of the facts and responses set forth in the proposal are true and correct. If the proposer is selected by the County to negotiate an agreement, the undersigned certifies that the proposer's negotiators will negotiate in good faith to establish an agreement to provide the services described in the Scope of Services of this Request for Proposal.

Print or Type Proposer's Information Below:

_____ Name of Proposer	_____ Telephone Number
_____ Street Address	
_____ Email Address	_____ Web Address
_____ Print Name & Title of Authorized Officer	_____ Signature of Authorized Officer
_____ Date Signed	
Acknowledge Addendum No. _____	Dated: _____
Acknowledge Addendum No. _____	Dated: _____
Acknowledge Addendum No. _____	Dated: _____

ATTACHMENT B

PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES CERTIFICATION

SWORN STATEMENT PURSUANT TO ARTICLE V,
MANATEE COUNTY PURCHASING CODE

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

This sworn statement is submitted to the Manatee County Board of County Commissioners by _____
[print individual's name and title]

_____ For _____
[name of entity submitting sworn statement]

whose business address is: _____

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

I understand that no person or entity shall be awarded or receive a county contract for public improvements, procurement of goods or services (including professional services) or a county lease, franchise, concession or management agreement, or shall receive a grant of county monies unless such person or entity has submitted a written certification to the County that it has not:

(1) been convicted of bribery or attempting to bribe a public officer or employee of Manatee County, the State of Florida, or any other public entity, including, but not limited to the Government of the United States, any state, or any local government authority in the United States, in that officer's or employee's official capacity; or

(2) been convicted of an agreement or collusion among bidders or prospective bidders in restraint of freedom of competition, by agreement to bid a fixed price, or otherwise; or

(3) been convicted of a violation of an environmental law that, in the sole opinion of the County's Purchasing Director, reflects negatively upon the ability of the person or entity to conduct business in a responsible manner; or

(4) made an admission of guilt of such conduct described in items (1), (2) or (3) above, which is a matter of record, but has not been prosecuted for such conduct, or has made an admission of guilt of such conduct, which is a matter of record, pursuant to formal prosecution. An admission of guilt shall be construed to include a plea of nolo contendere; or

(5) where an officer, official, agent or employee of a business entity has been convicted of or has admitted guilt to any of the crimes set forth above on behalf of such and entity and pursuant to the direction or authorization of an official thereof (including the person committing the offense, if he is an official of the business entity), the business shall be chargeable with the conduct herein above set forth. A business entity shall be chargeable with the conduct of an affiliated entity, whether wholly owned, partially owned, or one which has common ownership or a common Board of Directors.

For purposes of this Form, business entities are affiliated if, directly or indirectly, one business entity controls or has the power to control another business entity, or if an individual or group of individuals controls or has the power to control both entities. Indicia of control shall include, without limitation, interlocking management or ownership, identity of interests amount family

members, shared organization of a business entity following the ineligibility of a business entity under this Article, or using substantially the same management, ownership or principles as the ineligible entity.

Any person or entity who claims that this Article is inapplicable to him/her/it because a conviction or judgment has been reversed by a court of competent jurisdiction, shall prove the same with documentation satisfactory to the County's Purchasing Director. Upon presentation of such satisfactory proof, the person or entity shall be allowed to contract with the County.

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR MANATEE COUNTY IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT ANY CONTRACT OR BUSINESS TRANSACTION SHALL PROVIDE FOR SUSPENSION OF PAYMENTS, OR TERMINATION, OR BOTH, IF THE CONTRACTING OFFICER OR THE COUNTY ADMINISTRATOR DETERMINES THAT **SUCH PERSON OR ENTITY HAS MADE FALSE CERTIFICATION.**

[Signature]

STATE OF FLORIDA
COUNTY OF _____

Sworn to and subscribed before me this _____ day of _____, 200____ by _____.

Personally known _____ OR Produced identification _____
[Type of identification]

Notary Public Signature My commission expires _____.

[Print, type or stamp Commissioned name of Notary Public]

Signatory Requirement - In the case of a business entity other than a partnership or a corporation, this affidavit shall be executed by an authorized agent of the entity. In the case of a partnership, this affidavit shall be executed by the general partner(s). In the case of a corporation, this affidavit shall be executed by the corporate president.

ATTACHMENT C

**Manatee YourChoice Health Plan
In-Network – Aetna POSII (Open Access)**



2013 Levels of Reimbursement

	Ultimate Plan	Best Plan	Better Plan	Basic Plan
<u>A. Physician Services and Other Benefit</u>				
Individual Cost Sharing				
Deductible	None	\$250	\$500	\$1,000
Coinsurance* (after Deductible)	None	20%	25%	50%
Annual Individual Out-of-Pocket (after Copay & Deductible, except Inpatient)	\$1,400	\$1,800	\$2,400	\$5,000
Primary Care and Specialty Physicians				
Office Visit	\$25 Co-pay	\$25 Co-pay	Ded. & Coin.	Ded. & Coin.
Lab & X-ray	100% covered	Ded. & Coin.	Ded. & Coin.	Ded. & Coin.
Alternative Care Benefits- Nutritional Therapy				
Maximum Annual Benefit per Service	20 Visits per calendar year**			
Copay per Visit	\$0-visits 1-5 \$25/visit beyond	\$0-visits 1-5 \$25/visit beyond	\$0-visits 1-5 \$25/visit beyond	\$0-visits 1-5 \$25/visit beyond
Alternative Care Benefits- Physical Therapy				
Maximum Annual Benefit per Service	20 Visits per calendar year**			
Copay per Visit	\$0-visits 1-5 \$25/visit beyond	Ded. & Coin	Ded. & Coin	Ded. & Coin
Alternative Care Benefits- All Other				
Maximum Annual Benefit per Service	20 Visits per therapy per calendar year**: Chiropractic, Acupuncture, Massage, and Occupational Therapy			
Copay per Visit	\$25.00 per visit	Ded. & Coin	Ded. & Coin	Ded. & Coin
<u>B. Hospital Benefits (Facility Only)</u>				
Individual Cost Sharing	Ultimate Plan	Best Plan	Better Plan	Basic Plan
Deductible per Confinement	None	\$250	\$250	\$1,000
Coinsurance	None	20%	25%	50%
Maximum out of Pocket after Deductible, per confinement	None	\$1,000	\$1,200	\$3,000

Note: Physician Services and Hospital Benefits per confinement are separate Deductible, Coinsurance and Out of Pocket Maximums.

** 20 Visits per calendar year is for in-network and out-of-network combined



Out of Network Benefits

2013 Levels of Reimbursement



	Ultimate Plan	Best Plan	Better Plan	Basic Plan
<u>A. Physician Services and Other Benefit</u>				
Deductible	\$500	\$750	\$1,000	\$2,000
Coinsurance* (after Deductible)	20%	20%	25%	50%
Annual Individual Out-of-Pocket (after Deductible)	\$2,800	\$5,000	\$7,200	\$10,000
Primary Care and Specialty Physicians				
Office Visit	Ded. & Coin.	Ded. & Coin.	Ded. & Coin.	Ded. & Coin.
Lab & X-ray	Ded. & Coin.	Ded. & Coin.	Ded. & Coin.	Ded. & Coin.
Alternative Care Benefits- Nutritional Therapy				
Maximum Annual Benefit per Service	Not Covered	Not Covered	Not Covered	Not Covered
Alternative Care Benefits- Physical Therapy				
Maximum Annual Benefit per Service	20 Visits per calendar year**			
	Ded. & Coin.	Ded. & Coin.	Ded. & Coin.	Ded. & Coin.
Alternative Care Benefits- All Other				
Maximum Annual Benefit per Service Copay per Visit	20 Visits per therapy per calendar year**: Chiropractic, Massage, and Occupational Therapy. Acupuncture not covered			
	Ded. & Coin.	Ded. & Coin.	Ded. & Coin.	Ded. & Coin.
<u>B. Hospital Benefits (Facility Only)</u>				
	Ultimate Plan	Best Plan	Better Plan	Basic Plan
Individual Cost Sharing				
Deductible per Confinement	\$250	\$750	\$1,000	\$2,000
Coinsurance	20%	20%	25%	50%
Maximum out of Pocket after Deductible, per confinement	\$2,550	\$2,450	\$2,600	\$3,000

*Coinsurance is the percentage of the cost for a covered service. A coinsurance of 20% means 80% of the covered cost is the Plan's responsibility and 20% is the member's responsibility (80%/20%, 75%/25%, 50%/50%).

** 20 Visits per calendar year is for in-network and out-of-network combined

Note: Physician Services and Hospital Benefits per confinement are separate Deductible, Coinsurance and Out of Pocket Maximums.





ATTACHMENT D



Qualifying Event Guidelines and Health and Lifestyle Management Incentive Program

Qualifying Year: 9/1/2012 through 8/31/2013

Plan Year 2013

As approved by the County Administrator

The YourChoice Health Plan is a self-funded health plan providing medical benefits based upon the completion of evidenced-based preventative care coupled with on-site clinical and wellness programs to assist employees and their family members in achieving better health. The innovation is how the premiums, benefits, requirements and incentives all work together to create a motivational system driving employees and their dependents to better health.

We know that chronic conditions are the leading causes of death in the US and that modifiable health risk behaviors contribute to the majority of those chronic conditions. The YourChoice Health Plan was designed to drive employees and their families towards preventative care and ultimately progressively less preventable diseases with a "carrot and stick" approach.

The YourChoice Health plan's foundation is similar to other plans that reward employees for healthy behavior; however, Manatee County has adapted that concept to also include accountability, integrated, onsite clinical resources to coach and advocate for employees and a system that requires employees to attend to their health all year long, not just during annual enrollment.

The intention behind the Plan is to set up a system that will motivate members to attend to their health throughout the year in order to earn a generous health plan. Additionally, the County believes in addressing the "whole person" when it comes to health care. It was important to have an integrated clinical program in place that allowed for genuine relationships to be built with a team of professionals that were working together to help members become healthier and who were incorporated into the County culture so they understand the population. This team of professionals, or Advocates include registered nurses, clinical pharmacist, registered dietician who is certified in diabetes education, exercise science professionals, wellness specialists, substance abuse professionals, licensed mental health therapist, psychiatrist and medical director.

As part of the Employee Health Benefits budget, funds are allocated for various professional and contracted services that support employees in making healthier lifestyle changes. Many of these services also have a member responsibility applied to them in the form of a copay that is revenue to the County. These services include, but are not limited to an onsite fitness center, personal training, group exercise, worksite team sport participation, wellness coaches, behavioral health services, and chronic disease coaching and resources.

Qualifying Event Guidelines

A Qualifying Event is a specific course of action to be completed by a Member to determine which "Your Choice" Health Plan the Adult Member or Family Child Group will be enrolled in for the next Plan Year. Qualifying is based on age according to Evidence Based Guidelines and may be adjusted annually upon the approval of the County Administrator.

The Qualifying Event Period runs from September 1st thru August 31st or as determined by the Plan Manager with the approval of the County Administrator.

Members enrolled in the medical plan for primary or secondary coverage, with the exception of retirees over age 65, are required to complete Qualifying Events.

Members who transfer from another employee's plan to their own plan do not need to re-qualify unless they wish to upgrade or if it is their Qualifying Year. (This could be a child that has gained employment with the County.)

The Qualifying Events that require a copayment are indicated, adjustments are determined by the Plan Manager.

It should be noted that Qualifying Events are requirements for enrollment into the specific plans but not exclusive of member's coverage for those procedures. Member's Physician may prescribe additional procedures at frequencies outside of the Qualifying Event rules that will be covered, when indicated, according to the member's enrolled Plan level at the time of service.

New Enrollee Members: Adults and Children Qualifying Event Requirements

BETTER Plan for Adults & Children- 6 Month Probation Period

All newly enrolled employees, spouses, and dependents enrolled in the plan will automatically be placed in the BETTER Plan for a 6 month period following their Benefits Effective Date: No Qualifying Events are required.

BETTER, BEST or ULTIMATE Plan – Upgrade

After a 6-month probationary period all newly enrolled employees, spouses, and dependents are eligible to upgrade to the BEST or ULTIMATE Plan or remain in the BETTER Plan by completing the applicable Qualifying Events (during their specified Qualifying Timeframe) listed below.

**Children age 18 and under will remain in the BETTER Plan if the ULTIMATE Plan Qualifying Events are not completed as they are not eligible for the BASIC or BEST Plan Levels.*

Newly enrolled employees, spouses, and dependents age 19 and over not completing the BETTER, BEST or ULTIMATE Plan Qualifying Events are automatically placed in the BASIC Plan until the next Qualifying Event Period.

The new Benefits Effective Date for the elected Plan is the 1st day of the 7th month from the original Benefits Effective Date. This qualifying process will qualify the member for the remainder of the current plan year as well as the following plan year.

Active Adult Members Age 19 and over Qualifying Event Requirements

Full Qualifying Events are required for members who, on January 1st of the Qualifying Year, are ages 19, 20, 25, 30, 35, 40, 43, 46, 49 and 50 and over every year thereafter or as determined by the Plan Manager.

Members may upgrade to a higher reimbursing Plan Level at any age, but may only do so during the Qualifying Event Period for the next Plan Year. In order to upgrade a Plan Level, all Qualifying Events outlined for a specific plan level must be completed in order to be eligible for that Plan level, regardless of what was completed the year prior.

All Members not of qualifying age and not wishing to upgrade must complete the online Qualifying Event process, and answer and complete, if applicable, the Diabetes and Tobacco criteria by the end of the Qualifying Period in order to maintain their current Plan level for the next Plan Year.

The following evidenced based practices/conditions are required for enrollment into the respective Plan Level

ADULTS AGE 19 AND OVER-QUALIFYING EVENTS	ULTIMATE PLAN	BEST PLAN	BETTER PLAN	BASIC PLAN
NICOTINE FREE	Yes	No	NA	NA
HEALTH RISK ASSESSMENT/LAB WORK	Yes	Yes	Yes	No
WELLNESS PROFILE EXAM	Yes	Yes	Yes	No
WELLNESS AND AGE-BASED SCREENINGS:	Yes	Yes	No	No
• Colonoscopy(Males and Females)	Yes	Yes	No	No
• Mammogram(Females)	Yes	Yes	No	No
• Pap Smear (Females)	Yes	Yes	No	No
• Clinical Breast Exam (Females)	Yes	Yes	No	No
• Pelvic Exam (Females)	Yes	Yes	No	No
• Testicular Exam (Males)	Yes	Yes	No	No
• Skin Screening (Males and Females)	Yes	Yes	No	No
• Tetanus Booster (Males and Females)	Yes	Yes	No	No
DIABETES QUALIFING EVENTS*	Yes	Yes	No	No
TOBACCO PROGRAM*	N/A	Yes	No	No
*Requires Copay at Plan Manager discretion, see Program Guidelines for details				

****Nicotine free is defined as tobacco/nicotine free for at least 90 consecutive days, tested through a blood draw.**

There is no copayment to the member for the Wellness Profile Exam as long as no other procedure or illness is addressed during that visit. The generic prep medication for the colonoscopy is paid for 100% at Preferred Pharmacies only. The brand follows Plan formulary.

Frequency for Age-Based Screenings

- Colonoscopy (males and females): Every 10 years starting at age 50. Higher risk individuals may need to be tested earlier per their Physician's order.
- Mammogram (females): Every 2 years starting at age 40, annually starting at age 50
- PAP (females): Every 2 years
- Clinical Breast Exam (females): Annually
- Pelvic Exam (females): Annually
- Testicular Exam (males): Annually during the Wellness Exam
- Skin Screening* (males and females): Annually
- Tetanus Booster (males and females): Every 10 years

*The Skin Screening is intended to be completed by the Wellness Physician as a preventative measure. Members who are referred to a specialist by the Wellness Physician for their Qualifying Skin Screening or additional follow up are subject to plan copay/deductible or coinsurance.

Diabetes Qualifying Guidelines

Annually, members (age 19 and older) must acknowledge their Diabetes status and those with Diabetes must complete the Diabetes Qualifying Guidelines in order to be eligible for the Best or Ultimate Plan Levels:

- HBA1C Value
- Physical Exam and Foot Exam by Primary Care Physician
- Dilated Eye Exam by an Ophthalmologist
- One of the Diabetes Educational choices for members with an elevated A1C value (see Diabetes Care Program for detail). Copayment may apply for this Qualifying Criteria

Newly diagnosed members or new enrollees with Diabetes must refer to the Diabetes Care Program for specific instructions.

Tobacco (Nicotine Exposed) Qualifying Guidelines

Annually, members (age 19 and older) must acknowledge their Tobacco/Nicotine status and those who are nicotine exposed must complete one of the Qualifying Events offered through the Tobacco Cessation Program in order to qualify for the Best Plan. Note: Nicotine exposed members are not eligible for the Ultimate Plan Level. Copayments may apply for this Qualifying Event. See Tobacco Program Guidelines for more detail.

Tobacco/Nicotine cessation is considered successful after ninety (90) nicotine-free days. The Plan will require verification of tobacco cessation by use of lab testing for the presence of nicotine. Refer to the Tobacco Program Guidelines.

Child (ren) under Age 18 and Under

All children must complete the Qualifying Events annually year to qualify for the Ultimate Plan. **NEW THIS YEAR:** Just like adults, children will qualify for their own unique plan level and no longer be identified as a child group.

Children are eligible for the **ULTIMATE** or **BETTER** Plans only

Child Qualifying Events

Children under Age 19	ULTIMATE PLAN	BETTER PLAN
Child Wellness Profile Exam	Yes	No
Immunizations as required by Federal and State Statute	Yes	No
Annual Preventative Care Dental Exam, Prophylaxis, Radiology, Restorative (age 3 -18)	Yes	No

Health and Lifestyle Management Incentive Program

The Health and Lifestyle Management Program's goals are to develop awareness and educational values through Manatee Your Choice while instituting accountability on the part of the member to live a healthier lifestyle. To accomplish the goal in some incidences incentives are made available to participants.

The Health and Lifestyle Management Program including the Health Bucks Incentive Program are approved by the County Administrator on the recommendation of the Plan Manager

HEALTH AND LIFESTYLE MANAGEMENT ELIGIBILITY

Participants in the Health and Lifestyle Management Programs are known as Members.

Class 1– All active employees and their spouses enrolled the Manatee Your Choice Medical Plan are eligible to participate in the Health and Lifestyle Management Programs and earn Health Bucks for the successful completion of Health and Lifestyle Programs.

Class 2 – Retiree and their designated spouses enrolled in Manatee Your Choice Medical Plan are eligible to participate in the Health and Lifestyle Management Program until their termination of coverage or enrollment in Medicare Part A & B. Class 2 enrollees are not eligible to receive Health Buck Incentives.

Class 3 – Former employees electing COBRA enrolled in the Manatee Your Choice Medical Plan are eligible to participate in the Health and Lifestyle Management Program until their termination of coverage, however are not eligible to receive Health Buck Incentives

HEALTH BUCK ELECTION

Based upon the guidelines for earning Health Bucks, an eligible Member may elect to utilize the Health Bucks earned during the previous Qualifying Period and calculated during the Open Enrollment period and applied the following plan year in three ways:

1. To reduce dental premiums payroll deductions, or
2. To reduce, where applicable, payroll deduction for employee or dependent medical premiums, or
3. To place in the Employee's Health Care Spending Account and utilize according to Section 125 of the Internal Revenue Service rules governing a Health Care Spending Account.

The minimum amount to be placed in the Health Care Spending Account will be determined and approved by the County Administrator and communicated to participants prior to the annual open enrollment period.

HEALTH AND LIFESTYLE PLAN YEAR

The Plan year for earning Health Bucks is September 1 to August 31st. All programs must be fully completed by August 31st in order for the Health Bucks to apply to the following plan year. All documentation must be authorized and submitted to Employee Health Benefits (EHB) by September 15th to be credited for the next open enrollment.

HEALTH BUCKS FORFEITURE

Health Bucks earned and placed in a Health Care Spending Account and not submitted for payment to Manatee Service Center prior to March 31st of the following year are forfeited. Additionally, Health Bucks applied to reduce premiums will be forfeited when the member terminates from employment. Members planning on terminating or retiring would be encouraged to place Health Bucks in a Health Care Spending account to avoid losing those incentive dollars.

TERMINATED MEMBERS HEALTH BUCKS

A terminated member's Health Bucks placed in a Health Care Spending Account are available to pay eligible expenses according to Section 125, under the following conditions:

- The expense was incurred prior to the last date of the employee's employment, and
- The claim is submitted prior to March 31st, following the completion of the Flexible Spending Account Plan Year and the former employee elected to place the Health Bucks in a Health Care Spending Account.

HEALTH AND LIFESTYLE MANAGEMENT PROGRAM GOVERNANCE

The Plan Administrator will approve the Health Buck Incentives for the Health and Lifestyle Management Program based upon the recommendations of the Plan Manager.

The Plan Manager is responsible for the daily operations of the Health and Lifestyle Management Program.

The Health and Lifestyle Management Team and the Plan's Medical Director determine the program's guidelines and make recommendations to the Plan Manager. Health and Lifestyle Management Programs are determined and approved by the Plan Manager.

HEALTH AND LIFESTYLE MANAGEMENT PROGRAM HEALTH BUCKS

Class 1 – Eligible Active Employees and Adult Dependents are awarded Health Bucks for completing the various Health and Lifestyle Management Programs. To be eligible to participate in and to receive Health Bucks the program guidelines include the following:

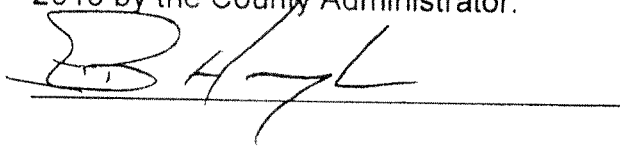
- Contractual arrangement by provider with the Plan, when applicable, and,
- Pre-approval by The Health and Lifestyle Management Program, and
- Member must adhere to the compliancy agreement for requested Health Buck program

Current Health and Lifestyle Management Health Buck offerings include*:

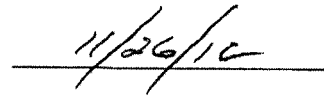
- Y Weight
- Cardiac Health for Life
- Exercise Management
- Call It Quits
- Biggest Loser Competition
- Diabetes Incentive Program

*Refer to the terms of the contract for specific criteria and eligibility for each program by calling The Center for Health and Lifestyle Management at 741-2963 or at www.ManateeYourChoice.com

The Qualifying Event Guidelines and Incentives have been reviewed and approved for Plan Year 2013 by the County Administrator.



Ed Hunzeker, County Administrator



Date