

The Grady Memorial Hospital Corporation  
d/b/a

# GRADY HEALTH SYSTEM

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**Remarkable Service Exceptional Care**

**GRADY HEALTH SYSTEM**

**REQUEST FOR PROPOSAL  
(RFP)**

**FOR  
BENEFITS BROKER SERVICES**

**22008KW**

**Request for Proposal Posted: September 28, 2022  
Proposal Due: October 28, 2022 @ 2:00 p.m. EST**

## **SECTION 1: GRADY HEALTH SYSTEM BACKGROUND**

Grady Health System (GHS) is one of the largest safety net health systems in the nation. Grady consists of the 953-bed Grady Memorial Hospital, six neighborhood health centers, Crestview Health & Rehabilitation Center, and Children's Healthcare of Atlanta at Hughes Spalding, which is operated as a Children's affiliate.

With its nationally acclaimed emergency services, Grady is Atlanta's premier Level 1 trauma center – the metro area's only nationally verified Level 1 center. Grady EMS serves as the 911 ambulance provider for the city of Atlanta, South Fulton County communities, and numerous counties across Georgia. It also operates the state's first Mobile Stroke Unit, taking cutting-edge pre-hospital care directly to patients. Grady's American Burn Association/American College of Surgeons verified Burn Center is one of only two in the state. And the Marcus Stroke and Neuroscience Center is a Joint Commission designated Advanced Comprehensive Stroke Center.

Other key services/distinctions include Grady's Regional Perinatal Center with its Neonatal Intensive Care Unit, Georgia's first Cancer Center for Excellence, The Avon Comprehensive Breast Center, the Georgia Comprehensive Sickle Cell Center, and the Ponce de Leon Center - one of the top HIV/AIDS outpatient clinics in the country. Grady is one of an elite group of hospitals to earn the Baby-Friendly USA international recognition as a Baby-Friendly Designated birth facility. Grady has earned the prestigious Stage 7 on the HIMSS Analytics Electronic Medical Record Adoption Model - Georgia's first adult acute care hospital to earn the highest rating for improving patient care and safety through health information technology

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## **SECTION 2: OVERVIEW, QUALIFICATIONS & EXPERTISE**

### **Project Overview**

Grady Health System (GHS) is seeking to enter into an agreement with a well-qualified employee benefits brokerage to assist with the development and administration of an innovative benefits offering to attract and retain high-quality talent. GHS reserves the right to select more than one broker or proceed in any other manner it deems advisable.

The awarded service agreement will have a one (1) year term subject to the cancellation provisions indicated in contract. The service agreement may be renewed annually at the discretion of GHS and the selected brokerage.

### **Vendor Registration**

All vendors are required to complete a Vendor Registration Application through the GHS electronic vendor registration process prior to visiting any location or department of the health system. The registration allows GHS to have a complete profile of the vendors and all representatives that visit the health system to solicit products and services to GHS. The electronic Vendor Registration Application can be completed on the GHS website at [www.gradyhealth.org/suppliers](http://www.gradyhealth.org/suppliers).

### **Qualifications & Expertise**

GHS requires the successful Offeror to exhibit the highest standards of integrity and work ethics (e.g. confidentiality, diligence and professionalism) and possess specialized experience in providing the proposed service.

Within all responses to this RFP the Offeror must provide the following details:

1. Outline your firm's main differentiators from your competitors.
2. Describe what makes your firm uniquely qualified to work on our account.

3. Provide an example of how your firm is taking a leadership role in the employee benefits consulting industry.
4. Description of your firm's diversity initiatives, including recruitment efforts in the hiring of your firm's talent.
5. Any experience your proposed GHS service team has in the hospital employee benefits brokerage arena.
6. A brief history of your firm, with particular attention paid to the employee benefits division.
7. Biographies of each member of your proposed GHS service team, including their tenure with your firm and their primary role as it relates to our account.
8. Your firm's key service offerings.
9. How your firm will help differentiate GHS as an employer in the Atlanta healthcare marketplace.
10. How your firm's expertise in modern benefit plan design in health plan and ancillary benefit offerings will attract and retain high-quality employees for GHS. Note that this RFP does not include retirement plan consulting.
11. How your firm can improve and modernize GHS's employee communication delivery.
12. How your firm can provide resources and expertise in improving GHS employee wellness.
13. How your firm will provide support for resolving employee escalated claim and third-party vendor issues.
14. How your firm will provide claims analysis, cost modeling, and forecasting of GHS benefits costs.
15. How your firm will provide GHS open enrollment and onboarding support.
16. Your proposed compensation plan, including all direct and indirect sources (e.g., commissions, PEPM-based fee-for-service, annual retainer, etc. that would result from your work with GHS, including amount, basis, frequency, and transparency to GHS on an ongoing basis. If you are proposing fees, please include your fee schedule/hourly rates.
17. Your firm's position on accepting contingency/override compensation from insurers for the placement of insurance programs.
18. Confirmation of your compliance with the compensation transparency requirements of the Consolidated Appropriations Act of 2021 (CAA).
19. Confirmation acceptance of termination provision for GHS, i.e., our right to terminate a service contract with you with a minimum of 120 days' notice.
20. A list of three client references, preferably of similar size and service complexity. Please include contact name, job title, address, phone number, email, and length of time associated with your firm. Include number of covered lives on group medical plan and funding platform.

GHS shall make an assessment of each Offeror's response and whether in the opinion of GHS, the Offeror is capable of undertaking and completing the scope of work delineated within this RFP in a satisfactory and timely manner. GHS will award a contract only to a responsible Offeror that has the ability to successfully perform under the terms of this RFP. Offeror finalists will be invited to present and interview following a GHS review of RFP responses.

### **SECTION 3: PROPOSAL EVALUATION, SELECTION PROCESS, AND SCHEDULE**

**Questions Due: October 7, 2022 @ 2:00 PM EST**

**\*GHS response to questions posted to the GHS Website: October 12, 2022 @ 5:00 p.m. EST**

**RFP Response Due Date: October 28, 2022 @ 2:00 p.m. EST**

**\*Presentations and Interviews: TBD p.m. EST. (if applicable)**

**\*Award Recommendation: December 7, 2022**

**Vendor to start January 1, 2023**

*\* Date(s) are subject to change*

## SECTION 4: SPECIFICATIONS / DESCRIPTION

### § 4-A Scope of Services

#### **CURRENT PROGRAM STRUCTURE**

***Group Health Plans:*** [approximately 5,000 total employee enrollment]:

- **Four (4) partially self-insured options with stop-loss deductible**
  - Two (2) qualified high-deductible health plan options (HSA CDHPs) w/ annual employer contributions
  - One (1) point-of-service (POS) option with copays (current enrollees only)
  - One (1) HMO option with copays
  - Non-CDHP plan options offer enhanced benefits for care provided through GHS care system
  - Pharmacy benefits are enhanced when using Grady pharmacies
  - Telehealth, 24/7 nurse line, and dedicated service line for GHS covered members are included

#### **Supplemental Voluntary Benefits:**

- Group Accident
- Hospital Indemnity
- Critical Illness

#### ***Group Dental Plans:***

- Two (2) fully-insured options offered: a Dental HMO and a Traditional Dental PPO option

#### ***Group Vision Plans:***

- Two (2) fully-insured options offered: a High Plan and a Low Plan option

#### ***Flexible Spending Accounts***

- Health care
- Dependent care (with employer contributions)
- Limited Purpose (for employees with Health Savings Accounts/CDHP enrollment)

#### ***Group Disability***

- Short-Term (STD), fully-insured (50% employee-paid premium)
- Long-Term (LTD), fully-insured (100% employee-paid premium)

#### ***Life AD&D Insurance***

- Base Life/AD&D – 100% GHS-paid
- Supplemental Life/AD&D – 100% employee-paid
- Dependent Life/AD&D – 100% employee-paid
- Spouse/Domestic Partner/ Child AD&D – 100% employee-paid

#### **Additional Benefits**

***Retirement Savings 401(k)***

***Tuition Support and Loan Relief***

***Grady Wellness Program***

- Biometric screenings
- Mobile health consumer phone app
- Access to on-site fitness center
- Lower employee contributions for health coverage
- Financial management guidance
- On-site access to healthy food options

**Employee Assistance Program (EAP)**

**Paid Time Off (PTO)**

**Extended Illness Bank (EIB)**

**Group Purchasing Preferred Pricing Access**

**Voluntary Legal Plan and Identity Theft Protection (100% employee-paid products)**

**On-site Credit Union**

**PROJECT GOALS**

GHS has identified the following project goals:

- A. Select a health and welfare (i.e., non-retirement savings benefit) employee benefits brokerage that will help differentiate Grady Health System as a preferred employer in the healthcare market via its benefit offerings, including HR technology, modernized program design, impactful wellness support with a particular emphasis on whole health, e.g., physical, emotional, and financial well-being, and employee communication delivery.
- B. Ensure the organization's brokerage arrangements are priced competitively.
- C. Assemble a broker service team that can assist GHS in the execution of its open enrollment and onboarding processes.
- D. Identify a broker partner that will proactively serve GHS in adjusting its benefits strategy with creative suggestions, benefits cost modeling and forecasting, and resolution of escalated member claim and third-party vendor performance issues.

**PROJECT SCOPE OF SERVICES**

GHS is conducting a selection process for insurance brokerage services for the employee benefits program listed above

**EXCEPT** the employee retirement savings plan 401(k). You are instructed **NOT** to approach any insurance markets or service providers on our behalf or in connection with this project.

While comments regarding the current program structure are welcome, they are not necessary. The selection will focus on the brokerage's capabilities, expertise of team members, ability to add value to GHS, and brokerage compensation. Services to be provided by the selected brokerage will include, but are not limited to, the following:

- A. Strategic Planning:
  1. Assist in the creative development of strategic Health & Welfare Plan objectives
  2. Evaluation of current GHS administrative and operational HR practices
  3. Evaluate and monitor third-party vendor partnerships related to the delivery of GHS employee benefits, recommending alternatives when appropriate
  4. Articulate and formalize long and short-term GHS benefits strategy through collaboration with GHS stakeholders
  5. Integrate relevant benchmarking and actuarial forecasting data into formalized strategy
  6. Lend expertise to decisions of when and how often key components of the Health & Welfare Plan should be marketed
  7. Keep GHS advised of conditions and developments in the group insurance and benefits administration services market and in the regulatory arena that have material impact on our program
- B. Financial and Actuarial Analysis:
  1. Perform financial review and analysis of claims and utilization data for all relevant aspects of the GHS employee benefits plan, including monthly (or quarterly) supervision and/or preparation of claims activity reports from insurance carriers, executive summary reports, underwriting analysis for annual renewals, financial projections for budgeting purposes, and alternate funding viability
  2. Evaluate current cost of benefits with the effectiveness of plan design, presenting alternative plan design cost modeling when appropriate
  3. Review population health management expense with associated plan savings, making alternative vendor recommendations when appropriate
  4. Provide expertise and advice regarding appropriate stop-loss coverage levels based on GHS group enrollment and risk tolerance

5. Assist in the preparation of monthly premium equivalent and COBRA rate calculations of self-insured plan fixed and variable cost projections using consistent methodology for annual enrollment and employee and retiree plan cost sharing purposes at least 120 days prior to contractual effective date
  6. Provide trend analysis and forecasting using GHS claims and region-specific cost and utilization data
  7. Provide or obtain GHS with Incurred-But-Not-Reported (IBNR) and Claim Lag reporting at least semi-annually
- C. Renewal Management:
1. Review and analyze insurance carrier and vendor service provider renewal offers for reasonability and accuracy
  2. Compare renewal results against your brokerage's projections
  3. Negotiate as a GHS advocate for competitive pricing, contractual provisions and terms, and vendor performance guarantees
  4. Market insurance products and benefits services as appropriate, analyzing RFP results which include contractual variations between product and service alternatives, value-added descriptions and providing recommendations to GHS at least 120 days prior to effective dates
  5. Keep GHS apprised of product and service innovations introduced in the market that differentiate available alternatives
  6. Project necessary GHS funding levels for employee benefits plan components for the upcoming renewal year
- D. Compliance Assistance:
1. Provide GHS with timely legislative updates of changes that impact our employee benefits programs that help us stay in compliance with state and federal law
  2. Review of all insurance carrier and administrator plan documents and benefit designs for compliance with state and federal laws
  3. Assist in the preparation of our Form 5500 and Summary Annual Reports
  4. Notification of online webinars that pertain to employee benefits plan compliance
- E. Marketing and Placement of Insurance Contracts and Benefits Support Services:
1. Prepare coverage specifications as directed by GHS
  2. Assist in the compilation of underwriting data and completion of required insurance and administrative services applications
  3. Solicit, evaluate and monitor carrier/vendor customer support services and operational accuracy standards and performance guarantees specific to GHS with defined financial penalties for substandard performance
  4. Review and evaluate carrier networks for employee and covered dependent accessibility for potential disruption prior to recommendations
  5. Analyze markets and report recommendations to GHS for each line of coverage
  6. Seek proposals for insurance contracts to assure best available terms and pricing
  7. Perform financial, contractual, and value-add analysis of marketing results
  8. Prepare executive summary and recommendations related to marketing results for GHS decision makers
  9. Assist in the notification of all responding bidders of marketing outcome
  10. Project manage new product implementation process
  11. Review and confirm sample and final contract and certificate language for accuracy
  12. Assist in the review and implementation of electronic data transfer processes with carriers and vendors
- F. Vendor Management
1. Act as GHS, GHS employee, and covered GHS dependent advocate in resolving ongoing claims issues
  2. Monitor vendor statistics relative to agreed-upon performance standard guarantees
  3. Monitor timely contract, plan document and amendment delivery, ensuring GHS receives fully-executed electronic copies following final vendor sign-off

4. Analyze and present to GHS vendor network management fees, member utilization, and discount performance
5. Evaluate vendor population health management metrics and fee structure validation
6. Ensure GHS is provided with requested and/or recommended management reporting and analytics, including claims reporting at agreed-upon intervals, predictive modeling and wellness program updates when appropriate
7. Schedule and facilitate carrier claims audits and reviews, as requested
8. Facilitate billing audits and billing issue resolution

**G. Broker/Account Management Services**

1. Review contracts, plan documents, certificates, and administrative services agreements for potential GHS risk exposure and assess the adequacy of coverage
2. Keep GHS advised of developments in the employee benefits market that may represent improved efficiencies in our benefit design, funding platform, and benefit delivery and administration
3. Review plan performance as directed
4. If needed, work with GHS to replace members of the broker's GHS service team that do not meet GHS's service expectation

**QUESTIONS**

Please provide responses to the following questions/requests:

**A. General Information and Qualifications**

1. Provide the following information for each individual on the brokerage service team who would be assigned to our account, including primary consultant, account executives, technical representatives, individuals responsible for benefits marketing, and others who would be actively involved with your service to GHS. Include detailed biographies, tenure with your firm, office location, and other relevant background information.
2. Describe the healthcare industry experience and specialty resources your firm has in providing benefits brokerage and related services.
3. Outline your main differentiators from your competitors.
4. Describe what makes your firm uniquely qualified to work on our account.
5. Provide an example of how your firm is taking a leadership role in the benefits brokerage industry.
6. In your opinion, what are the two major challenges employers our size face and how will your firm help GHS meet those challenges?
7. Describe at least two innovative strategic solutions you have implemented for clients similar to GHS that highlight your benefits consulting expertise.
8. Do your firm's diversity initiatives or program include diversity in recruiting candidates for hire? If so, please describe.

**B. Communication and Service**

1. Describe your plan for communicating with GHS representatives.
2. Do you provide ongoing employee education and communication services for your client's employees? If so, please provide a general description of your capabilities.
3. Please provide sample employee communications materials that you have distributed to other clients.
4. Do you have a process in place for tracking communication between you and your clients? If yes, please elaborate.

5. Describe the support you provide for managing employee and covered dependent claims escalation issues.
- C. Strategic Planning, Underwriting, and Actuarial Services
1. Describe your suggestions for anticipated strategy and planning sessions (prior to going to market or requesting benefit or feature alternates).
  2. Describe your plan design process for GHS to consider looking at benefit plan alternates and their estimated financial impact to future GHS costs.
  3. Describe any special analysis that you would provide to help manage our benefits programs.
  4. What sort of benchmarking data can you provide? What is its source?
  5. What resources do you use to analyze medical and pharmacy claims? Include elements of how an analysis of the claims data drives the renewal process.
  6. How will you help with the management of our benefits program, including monthly (or quarterly) supervision and/or preparation of claims activity reports from carriers, executive summary reports, underwriting analysis for annual renewals, annual financial projections for budgeting purposes, and alternative funding analyses?
- D. Compliance
1. How do you support your clients in ensuring their employee benefits programs remain in compliance with all federal and state laws?
  2. Do you provide webinars and training on frequently changing regulations as a part of your services?
  3. Do you assist your clients in the preparation of their Form 5500s and Summary Annual Reports? Is there a cost for these services?
  4. Do you assist your clients in ensuring their wellness programs are compliant?
- E. Wellness
1. Does your firm provide and/or support corporate wellness initiatives? If so, please describe some examples of how that might work with GHS.
  2. How can you help evaluate and refine our wellness program over time?
  3. As it relates to chronic diseases, describe an innovative approach you have used to help employers manage these expenses.
- F. Compensation
1. Describe your proposed form of compensation (e.g., commission, annual retainer, and fee-for-service). If you are proposing a fee, please include your fee schedule. Please include all sources, differentiating by product or service as needed. If you intend to receive commissions on any product as a percentage of premium, please provide a schedule of those products with corresponding percentages or sliding scales with premium level break points (if applicable).
  2. State your philosophy of compensation disclosure, including accepting contingency/override compensation from insurers relative to the placement of insurance programs.
  3. Is your firm currently compliant with all aspects of compensation disclosure transparency as defined by the Consolidated Appropriations Act of 2021 (CAA)?
  4. Describe our right to terminate a contract with you. Is there a minimum contract period?
- G. References
1. Please provide a list of at least three reference companies, preferably of similar size and/or need and complexity that are currently using your services. Please include contact name, job title,



address, phone number, email, and length of time associated with your organization. Also include number of lives on the health plan, type of medical plan(s) offered and funding platform.

H. Other/Miscellaneous

1. Provide an entire scope of services listing.
2. Describe any additional services offered by your firm that may be of interest to GHS.
3. Is there any question we failed to ask which you wish we had and how would you have answered?
4. Describe any other facets of your organization and your firm's experience that are relevant to the proposal which have not been previously described and that you feel warrant consideration?

**§ 4-C Records**

All documents prepared by the agency in connection with this project shall remain the exclusive property of GHS and shall be immediately surrendered to GHS upon request.

**§ 4-D Submission Guidelines**

Vendors are forbidden to contact, directly or indirectly anyone other than the GHS Resource Management Department. Kareem Wine, Senior Resource Specialist is the sole point of contact for this RFP during the solicitation process (see §6-A-2). Contact with any person other than Kareem Wine is grounds for disqualification from this process. Vendors are also strictly forbidden to attempt to influence, through internal or external third-party sources the outcome of this RFP. Your submission of this RFP serves as your confirmation that you, your firm and anyone acting as an agent, representative or influencer on behalf of your firm has not engaged in any action that may be construed as an attempt to influence the outcome of this RFP.

**§ 4-E Term**

The Term of the agreement shall be one (1) year with an option to renew for two (2) additional one (1) year terms upon written mutual agreement. GHS reserve the rights to term for convenience by providing 120 days written notice.

**SECTION 5: EVALUATION CRITERIA AND PROCESS**

The selection of the awardee to be engaged by GHS to accomplish the aforementioned scope of work will be based on the following criteria that are utilized by the Technical Evaluation Team. The Technical Evaluation Team is comprised of members of the GHS staff.

**§ 5-A Technical Proposal/Demonstrating an Understanding of the Services/Products Requested/Technical Modules**

Proposals submitted must demonstrate the capability to comply with all requirements and specifications contained in this RFP. Failure to demonstrate the ability to meet specifications may result in non-consideration.

**§ 5-B Previous Experience on Projects of a Similar Nature/References**

GHS will review and evaluate the information submitted related to the scope of services and similar sized projects your firm has successfully completed in the past. Particular attention will be paid to the capability, quality, timeliness, cost controls and references.

**§ 5-C Management Plan/Implementation/On Going Support**

GHS will review and evaluate an overview of the proposed project management team and plan. In this overview, please identify the consultants and other key staff who would be assigned to the project and involved in providing goods/services as specified in the RFP. Provide biographical data on these individuals, the roles that each will play, and indicate which senior level staff member(s) will represent your firm at meetings with GHS. It is also requested that you provide biographies of other key members in your firm whom you regard as key to the firm's governance or to a relationship with GHS.

**§ 5-D Cost Proposal**

GHS will review and evaluate the overall costs in the Proposal to determine if they are: (1) Realistic for the work to be performed; and (2) Consistent with various elements of the Offeror's scope of services/technical Proposal.

**SECTION 6: REPRESENTATIONS AND INSTRUCTIONS**

**§ 6-A-1 Response Guidelines**

The information required by this RFP is comprehensive and necessary for accurate Offeror selection. Please be concise with answers. Each applicable question must be answered. For questions deemed not applicable, please state "not applicable". The response to this RFP must be submitted **with one (1) original hard copy and six (6) printed copies and six (6) USB drives. Additionally, one (1) original hard copy, six (6) printed copies and six (6) USB drives of the Cost Proposal must be submitted under a separate cover along with the proposal response. No faxed nor e-mail copies will be accepted.**

Proposals must be completed and returned in the same format. Your RFP response, in its entirety, will be included in the subsequent contract negotiated between GHS and the selected Offeror. All documents shall be submitted in a sealed container sufficient to protect and maintain the confidentiality of the contents and/or to indicate loss of confidentiality. Container must indicate this **RFP#2208KW** and the name of the company submitting the Proposal on the outside of the container. All responses to the RFP must be delivered to **Kareem Wine, Senior Resource Specialist** no later than **October 28, 2022 @ 2:00 p.m. EST**. All forms in Appendices A, B and C must be signed by an officer of the firm having the authority to make such offers, verifying that the Proposal is valid and will remain valid.

Any cost incurred in the preparation and presentation of this response is to be absorbed by the Offeror. All documents submitted will become the property of GHS unless otherwise requested in writing by Offeror at the time of submission. Further, any materials submitted by Offeror that should be considered "**CONFIDENTIAL**" must be clearly marked as such. Submission of any materials, confidential or otherwise, will implicitly grant the right of use by the Corporation. All portions of the Proposal that are not designated as confidential will become part of the public record immediately following an award. Documents designated as confidential will be treated as such to the extent permitted by law, including but not limited to the Georgia Open Records Act.

**§ 6-A-2 Submission Guidelines**

Offerors are forbidden to contact, directly or indirectly anyone other than **Kareem Wine, Senior Resource Specialist. Ivan L. Mann** is the sole point of contact for this RFP during the RFP process. Contact with any person other than **Kareem Wine** is grounds for disqualification from this process. Offerors are also strictly forbidden to attempt to influence, through internal or external third party sources the outcome of this RFP. Your submission to this RFP serves as your confirmation that you, your firm and anyone acting as an agent, representative or influencer on behalf of your firm has not engaged in any action that may be construed as an attempt to influence the outcome of this RFP.

Failure to comply with any of the above stated guidelines may result in immediate disqualification. If you have any questions regarding this RFP, email your questions/concerns to **Kareem Wine, Senior Resource Specialist** at **Kwine@gmh.edu**.

**§6-A-3 RFP Terms and Conditions Posted on the Grady Website at the following address:**  
[www.gradyhealth.org/suppliers](http://www.gradyhealth.org/suppliers)

Compliance with GHS terms and conditions are required for any Offeror selected to provide goods, equipment, or services by the awarding of any RFP.

**§ 6-A-4 RFP Completion Instructions:**

**Acceptance of Offerors Proposals:** GHS reserves the right to accept or reject any Proposal, change these specifications or waive any formalities. Should it be necessary to modify an application to fulfill the needs of GHS, GHS will retain exclusive rights of ownership and use of all design documents, programs, and documentation developed. The Proposals, as submitted, will be the basis for contract negotiations and will be included in any contract between GHS and the selected Offeror. Representations made within the Proposals will be binding on responding Offeror. Offerors responses should be written in a concise and forthright manner. Offerors may be excluded from further consideration for failure to fully comply with the specifications of this RFP, including the failure to return ALL required documents, as well as, not using the forms and files as included. GHS will not be responsible for any costs associated with Proposals as submitted.

**Offeror Selection:** GHS reserves the right to make an award based solely on the Proposals as submitted, or any other basis, or to negotiate further with one or more Offerors. The Offeror(s) selected will be chosen on the basis of greatest benefit to GHS, as determined by GHS, and not necessarily on the basis of the lowest price. Award of a contract, if any, resulting from this RFP, will be subject to the terms and conditions of GHS purchasing policies. Upon completion of the initial review and evaluation of the Proposals, selected Offerors may be invited to participate in oral presentations.

**Full Right of Selection and Rejection:** The right to reject in its entirety or to select an Offeror providing other than the lowest cost product is reserved. GHS reserves the right to select and award, at its option, the runner-up's Proposal in the event the selected offer for award or Offeror receiving the award, upon further review and solely in the opinion of GHS, fails to meet all qualifications or specifications or proves to be a selection not in the best interest of GHS.

**Proposal Open Record:** If a request to inspect the Proposal, or any portion thereof, is made by a third party, GHS will endeavor to treat all materials requested to be kept confidential and non-disclosed to the extent provided by the Georgia Open Records Act. The Offeror understands that GHS may be subject to the provisions of such Act together with the Uniform Trade Secrets Act. GHS will endeavor to inform the Offeror of any third party request for disclosure of such information pursuant to the Georgia Open Records Act or as may be otherwise made to GHS.

If the Offeror requests that such information be held confidential and not disclosed by GHS, the Offeror will assume the defense of such position, up to and including litigation, and will indemnify, save and hold harmless GHS, its officers and employees, from any expense, fees, costs or liability associated with such third party request or such litigation. If the Offeror does consider the Proposal or any portion thereof to contain confidential information, it shall submit a letter on the Offeror's letterhead signed by the owner or Chief Executive Officer, requesting that GHS treat the Proposal confidential and private information to the extent possible under Georgia law. Otherwise, the Offeror agrees that its' submission may be deemed as public information.

**Regulatory and Ethical Compliance:** No Proposal shall be accepted from, and no contract will be awarded to, any person, firm or corporation that, within the past five years, has been found in non-compliance with Georgia statutes or the standards and rules set by the Ethics Commission of the State of Georgia. (<http://www.ethics.state.ga.us>).

Prior to any contract award, GHS will verify that the prospective Offeror's company, officers and/or principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transactions by any Federal department or agency. This will be verified through the Office of Inspector General (OIG). If the Offeror and/or its principles appear on the OIG list, GHS reserves the right to reject the Offeror's Proposal and refuse award of a contract.

**Notice of Award:** The notice of award is issued by the Resource Management Department. Unsuccessful Offerors shall be notified in writing, after award has been made.

## SECTION 7: SUPPLIER DIVERSITY

It is an overall objective of Grady Memorial Hospital Corporation d/b/a Grady Health System (“GHS”) to encourage involvement by Diverse Business Enterprises as contractors and suppliers in business activities generated by GHS, while assuring that such activities will be conducted in accordance with all applicable laws. It is the declared policy and intent of GHS to strive to maximize participation of Diverse Business Enterprises through all business contracting opportunities. GHS is committed to ensuring that Diverse Business Enterprises are given every opportunity to participate in contracting opportunities.

In adherence to GHS’s commitment to Supplier Diversity & Equity, contracted GHS suppliers must clearly as defined by GHS, demonstrate good faith efforts to achieve the Supplier Diversity goal set forth by reporting to GHS Direct Tier II goods and/or services purchased from Diverse Business Enterprises certified by one (1) or more of the third party certification agencies recognized by GHS. Such spend with Diverse Business Enterprises will be monitored. In connection with such monitoring, Contractor will be required to report Diverse Supplier Spend to GHS quarterly in a manner subject to GHS's sole discretion. Failure to meet the GHS Supplier Diversity objectives or to report in the manner prescribed by GHS shall be a material breach of any controlling contract between GHS and Contractor or vendor.

GHS prohibits discrimination on the basis of race, color, gender, sex, religion, sexual orientation, national origin, or disability in connection with employment of any person, or the award of any contract. GHS will provide equal opportunities without regard to race, color, gender, sex, religion, sexual orientation, national origin, or disability, by requiring that any vendor doing business with GHS provide equal opportunity to persons and businesses employed by, or contracting with the supplier of products and services to GHS. GHS expects that the policies, programs and practices of its vendors/Contractors are implemented in an equitable fashion and that Certified Diverse Business Enterprises are afforded an equitable opportunity to share in contract/subcontract opportunities.

**The Supplier Diversity Goal for this contract is 20% of the total contract value.**

**Past Performance:** Offeror shall (1) summarize in writing its past performance for client healthcare institutions in actively fostering the participation of Diverse Business Enterprises utilized by the institution, (2) provide three (3) or more client references for this purpose for whom it has provided applicable service to within the past two (2) years, with the name, phone number and e-mail address of a specific knowledgeable contact person for each such client reference.

**Present Commitment:** Offeror shall submit in writing its present commitment and business plan to facilitate and promote the participation of Diverse Suppliers by completion of the attached Diverse Supplier Subcontracting Plan (DSSP). Diverse Business Enterprises utilized as Tier II contractors and suppliers must be certified by one or more of the 3<sup>rd</sup> Party Certification Agencies recognized by GHS.

**Post-award performance:** The specific, measurable performance criteria included in the Proposal for present commitment to Diverse Suppliers shall, subject to negotiation and mutual consent, become part of the awarded contract as specific, measurable requirements of vendor performance for the duration of the contract. Such spend with Diverse Business Enterprises will be monitored. In connection with such monitoring Vendor will be required to report to GHS monthly, in a manner subject to GHS's sole discretion, all direct and/or indirect certified spend with Diverse Business Enterprises.

**Definition: Diverse Business Enterprises**

**(MBE) National Minority Supplier Development Council:** A minority-owned business is a for-profit enterprise, regardless of size, physically located in the United States or its trust territories, which is 51% owned, operated and controlled by minority group members, defined from the following:

*Asian-Indian* - A U.S. citizen whose origins are from India, Pakistan or Bangladesh.

*Asian-Pacific* - A U.S. citizen whose origins are from Japan, China, Indonesia, Malaysia, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Thailand, Samoa, Guam, the U.S. Trust Territories of the Pacific or the Northern Marianas.

*African American* - A U.S. citizen having origins in any of the Black racial groups of Africa.

*Hispanic* - A U.S. citizen of Hispanic heritage, from any of the Spanish-speaking areas of the following regions: Mexico, Central America, South America or the Caribbean Basin only.

*Native American* - A person who is an American Indian, Eskimo, Aleut or Native Hawaiian, and regarded as such by the community of which the person claims to be a part.

**(WBE) Women's Business Enterprise National Council:** A Woman-Owned Business Enterprise is an independent business concern that is at least 51% owned and controlled by one or more women who are U.S. citizens or Legal Resident Aliens; whose business formation and principal place of business are in the US or its territories; and whose management and daily operation is controlled by one or more of the women owners.

**(LGBT) National Gay and Lesbian Chamber of Commerce:** A Lesbian, Gay, Bi-Sexual or Transgender Business Enterprise is a business that is at least 51% owned, operated, managed, and controlled by a LGBT person or persons who are either U.S. citizens or lawful permanent residents; who exercises independence from any non-LGBT business enterprise; has its principal place of business (headquarters) in the United States; and has been formed as a legal entity in the United States.

**(DOBE) DisabilityIN:** A disability-owned business enterprise (DOBE) is a for-profit business that is at least 51% owned, managed and controlled by a person with a disability regardless of whether or not that business owner employs person(s) with a disability.

**Veteran Business Enterprise:**

***(VBE) Veteran-Owned Business*** - A small business that is at least 51% owned, operated and controlled by one or more veterans.

***(DVBE or SDV) Service-Disabled Veteran-Owned Business*** - A small business that is at least 51% owned, operated and controlled by one or more veterans with a service-connected disability.

***(DVE) Disadvantaged Veteran Enterprise*** – A business that is at least 51% owned by, and whose management and daily business operations are controlled by one or more veterans.

**U.S. Small Business Administration:** As defined by the Small Business Act, a small business concern is “one that is independently owned and operated and which is not dominant in its field of operation.” *Small Business* -- Depending on the industry, ‘small’ is defined by either the number of employees or average annual receipts of a business concern. Website reference for size standards by NAICS code is [www.sba.gov/services/contractingopportunities/sizestandardstopics/index.html](http://www.sba.gov/services/contractingopportunities/sizestandardstopics/index.html).

***(SDB) Small Disadvantaged Business*** - A small business that is at least 51 percent owned, operated and controlled by one or more individuals who are both socially and economically disadvantaged.

***(SBE) Small Business Enterprise*** - Includes businesses physically located in the United States or its trust territories that are independently owned and operated, not dominant in its field of operation, with 500 or fewer employees (maximum allowable employees to qualify as a Small Business Enterprise may be greater than 500, depending on your industry).

***HUB Zone Business*** - A small business operating in a "Historically Underutilized Business Zone." HUB zones are defined at <http://map.sba.gov/hubzone/init.asp>

*The Grady Memorial Hospital Corporation d/b/a Grady Health System  
Request for Proposal*

**BUSINESS IDENTIFICATION AND NONDISCRIMINATION**

(TO BE SUBMITTED WITH BID)

	Yes	No												
Small Business as defined by the US. Small Business Administration (SDB, SBE, Hub Zone)														
Minority Business Enterprise (MBE) If yes, please indicate the percentage of minorities who own, control or operate your company:														
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%;">African American</td> <td style="width: 10%; text-align: center;">%</td> <td style="width: 33%;">Asian American</td> <td style="width: 10%; text-align: center;">%</td> </tr> <tr> <td>Hispanic/Latino</td> <td style="text-align: center;">%</td> <td>Pacific Islander</td> <td style="text-align: center;">%</td> </tr> <tr> <td>Native American</td> <td style="text-align: center;">%</td> <td>Other</td> <td style="text-align: center;">%</td> </tr> </table>	African American	%	Asian American	%	Hispanic/Latino	%	Pacific Islander	%	Native American	%	Other	%		
African American	%	Asian American	%											
Hispanic/Latino	%	Pacific Islander	%											
Native American	%	Other	%											
WOMAN-OWNED BUSINESS ENTERPRISE (WBE)														
LESBIAN, GAY, BISEXUAL, TRANSGENDER BUSINESS ENTERPRISE (LGBTE)														
DISABLED-OWNED BUSINESS ENTERPRISE (DOBE)														
DISABLED VETERAN BUSINESS ENTERPRISE OR VETERAN BUSINESS ENTERPRISE (DVBE, VBE, SDV)														
IS YOUR COMPANY CERTIFIED AS ONE OF THE BUSINESS DESIGNATIONS ABOVE? If yes, please give the certifying agency and include a copy of your current certification with your bid response. The 3 <sup>rd</sup> party certifying agencies recognized and accepted by GHS are included.														
LOCAL SMALL BUSINESS If yes, please indicate in which county your company is located? Please include a copy of business license with address. ___ DeKalb ___ Fulton ___ Business location in both counties ___ Other														

**PART II - NONDISCRIMINATION POLICIES AND PROCEDURES**

	Yes	No
Are you an individual and do not employ anyone? If yes, you do not need to complete the remainder of the questions.		
Does your company have an Equal Employment Opportunity/Affirmative Action statement posted on company bulletin boards?		
Do you notify all recruitment sources in writing of your company's Equal Employment Opportunity/Affirmative Action employment policy?		
Do your company advertisements contain a written statement that you are an Equal Employment Opportunity/Affirmative Action employer?		
Do you belong to any unions? If yes, have you notified each union in writing of your commitments to non-discrimination?		
Does your company have a collective bargaining agreement with workers? If yes, do the collective bargaining agreements contain non-discrimination clauses and/or your Equal Employment Opportunity policy covering all workers?		
Does your company, at least annually, maintain a written record of and review the Equal Employment Opportunity policy and Affirmation Action obligations with all employees including those having any responsibility for employment decisions?		
Do you conduct, at least annually, an inventory and evaluation of minority and female personnel for promotional opportunities and encourage these employees to seek, train and prepare for such opportunities?		
Do you conduct, at least annually, a review, of all supervisors' adherence to and performance under the vendors, and Contractor's Equal Employment Opportunity policies and Affirmative Action obligations?		
Is there a person in your company who is responsible for Equal Employment Opportunity? If yes, please give name, phone, and email address.		

Please explain any no answers, use additional paper as necessary:

Authorized Representative Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**DIVERSE SUPPLIER SUBCONTRACTING PLAN (PROGRAM MANAGEMENT)**  
*(TO BE SUBMITTED WITH BID)- SUPPLIER DIVERSITY*

The following are questions concerning the efforts your company will make to ensure that Diverse Supplier's will have an equitable opportunity to compete for lower tier subcontracts associated with the Grady Health System agreement. **Proponents that fail to provide a completed package will be subject to disqualification:**

What product/service areas do you envision the inclusion of Diverse Suppliers and how is this determined? \_\_\_\_\_  
\_\_\_\_\_

How are Diverse Supplier capabilities determined by your company? \_\_\_\_\_  
\_\_\_\_\_

How will you ensure the maximum possible inclusion of Diverse Suppliers in all of your purchasing solicitations (i.e. Request for Proposals, Request for Information, and Request for Quotes, etc.)? \_\_\_\_\_  
\_\_\_\_\_

How will your company ensure that Diverse Suppliers are made aware of upcoming subcontracting opportunities and how will you prepare them to respond appropriately? \_\_\_\_\_  
\_\_\_\_\_

How will you monitor your company's Diverse Supplier subcontracting performance to this agreement and make any adjustments to achieve the subcontracting plan goals? \_\_\_\_\_  
\_\_\_\_\_

**Will your Diverse Supplier subcontracting administrator:**

Yes / No

\_\_\_\_\_ Develop and maintain bidders' lists of Diverse Suppliers from all possible sources

\_\_\_\_\_ Oversee the establishment and maintenance of your company's contract and subcontract award records associated with this Grady Health System agreement?

\_\_\_\_\_ Conduct or arrange the training of your company's purchasing personnel on the Grady Health System agreement goals and processes to achieve this goal?

\_\_\_\_\_ Review purchasing solicitation documents to remove statements, clauses, etc. which may tend to prohibit Diverse Supplier participation

\_\_\_\_\_ Screen proposed purchasing solicitation documents for subcontracting opportunities and implement appropriate procurement policies and procedures to improve and increase opportunities to Diverse Suppliers

\_\_\_\_\_ Introduce Diverse Suppliers to company purchasing personnel based on commodity or service in which these vendors may have a mutual or potential concern

\_\_\_\_\_ Maintain records demonstrating that procedures have been adopted and implemented to comply with the reporting requirements and supplier diversity goals within the Grady Health System

\_\_\_\_\_ Prepare and submit monthly, required Diverse Supplier reports to Grady Health System?

**DIVERSE SUPPLIER SUBCONTRACTING PLAN (DSSP) PG.2**

**(DIRECT SUPPLIER DIVERSITY REPORTING)**

In adherence to GHS's commitment to Supplier Diversity, GHS suppliers must clearly as defined herein demonstrate good faith effort, for Tier II direct goods and/or services to be purchased from Diverse Business Enterprises certified by one or more of the 3rd party certification agencies recognized by GHS. Such spend with Diverse Business Enterprises will be monitored. In connection with such monitoring Contracted GHS Suppliers will be required to report to GHS monthly, in a manner in GHS's sole discretion, all direct spend with Certified Diverse Business Enterprises. The Supplier Diversity Goal for this Solicitation is 20% of the total contract value.

Company Name: \_\_\_\_\_ Agreement Term: \_\_\_\_\_  
 GHS Business Unit: \_\_\_\_\_ GHS Business Unit Contact Name: \_\_\_\_\_  
 Phone Number: \_\_\_\_\_ Vendor Contact e-mail: \_\_\_\_\_

Description of goods/services provided under this primary agreement (include name of project if applicable):  
 \_\_\_\_\_

Who will be responsible for coordinating your company's Diverse Supplier subcontracting activities during the period of this contract?

Name/Title: \_\_\_\_\_ Company: \_\_\_\_\_  
 Address: \_\_\_\_\_ Phone: \_\_\_\_\_  
 Fax: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

State the total dollar value planned to be subcontracted associated with this GHS agreement:  
 \_\_\_\_\_

**Please list all of the 3<sup>rd</sup> Party Certified Diverse Suppliers you have identified that will serve as Direct Tier 2 Subcontractors associated with this GHS project and the projected spend amounts with each company:**

Vendor Name	Address	Contact	Phone	E-Mail	Certification Type	Business Classification (Product/Service)	Direct Projected Spend in Dollars	Direct Projected Spend by Percentage

Submitted by:

\_\_\_\_\_  
 Authorized Representative Signature

\_\_\_\_\_  
 Title

\_\_\_\_\_  
 Date



**CERTIFICATION OF EFFORTS**  
**(TO BE SUBMITTED WITH BID) – SUPPLIER DIVERSITY**

**Vendor:** \_\_\_\_\_

**Solicitation Name:** \_\_\_\_\_ **Solicitation Number:** \_\_\_\_\_

I certify that the following efforts were made to achieve Certified Diverse Supplier participation.

- a) Provided written notices to certified diverse business enterprises who have the capability to perform the work of the contract or to provide the service **\_\_Yes \_\_No**
- b) Direct mailing, electronic mailing, facsimile or telephone requests **\_\_Yes \_\_No**
- c) Provided interested certified diverse business enterprises with adequate information about plans, requirements and specifications of the contract in a timely manner to assist them in responding to a solicitation **\_\_Yes \_\_No**
- d) Allowed certified diverse business enterprises the opportunity to review specifications and all other solicitation related items at no charge, and allowed sufficient time for review prior to the bid deadline **\_\_Yes \_\_No**
- e) Acted in good faith with interested certified diverse business enterprises, and did not reject certified diverse business enterprises as unqualified or unacceptable without sound reasons based on a thorough investigation of their capabilities **\_\_Yes \_\_No**
- f) Did not impose unrealistic conditions of performance on certified diverse business enterprises seeking subcontracting opportunities **\_\_Yes \_\_No**
- g) Additionally, I contacted the referenced certified diverse business enterprises and requested a bid. The responses I received were as follows:

Name and Address of certified diverse business enterprises	Type of work and Contract Items, Supplies or Services to be Performed	Response	Reason for Not Accepting Bid

*(If additional space is required this form may be duplicated)*

If applicable, please complete the following:

I hereby certify that certified diverse business enterprises were “Unavailable” or “Unqualified” to submit bids to provide goods and services for this Solicitation response. I further certify that efforts have been made to establish “Joint Ventures”, and said entities were also unavailable at this time.

Reasons for the “Unavailability” or being determined “Unqualified”;

Submitted by:

\_\_\_\_\_  
Authorized Representative Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**STATEMENT OF INTENT**

TO BE COMPLETED BY ALL KNOWN JOINT VENTURE PARTNERS/ SUBCONTRACTORS/CONSULTANTS  
(TO BE SUBMITTED WITH BID)- SUPPLIER DIVERSITY

Vendor: \_\_\_\_\_

Solicitation Name: \_\_\_\_\_

Solicitation Number: \_\_\_\_\_

\_\_\_\_\_ agrees to enter into a contractual agreement with  
Prime Supplier  
\_\_\_\_\_, who will provide the following goods/services  
Joint Venture Partner/Subcontractor/Consultant

in connection with the above referenced Solicitation as a certified diverse business enterprises:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

for an estimated amount of \$ \_\_\_\_\_ or \_\_\_\_\_ % of the total contract value.

\_\_\_\_\_  
Prime Supplier

\_\_\_\_\_  
Joint Venture Partner /Subcontractor/Consultant

Intend to work together in accordance with this Contract Compliance Section of the bid, contingent upon award and execution of a contract with Grady Health System with to the aforementioned Prime Supplier.

I hereby certify that this statement is true and correct:

Prime Supplier Signature:

Joint Venture/Subcontractor/Consultant Signature:

\_\_\_\_\_

\_\_\_\_\_

Print Name:

Print Name, Title and Date:

\_\_\_\_\_

\_\_\_\_\_

Title:

Address:

\_\_\_\_\_

\_\_\_\_\_

Date:

Phone

\_\_\_\_\_

\_\_\_\_\_

Fax:

**SUPPLIER DIVERSITY CERTIFICATION:**

I certify that the statements made by me in this Supplier Diversity Section are complete and true to the best of my knowledge and belief, and are made in good faith. I understand that if I knowingly make any misstatements of facts, I am subject to disqualification and debarment from participation in future GHS contracting opportunities, held liable for breach of contract and subject to the enforcement of any remedies available under the contract or as a matter of contract law. I agree that no changes shall be made to this section without the written consent of GHS.

Authorized Representative Signature

\_\_\_\_\_

Title

\_\_\_\_\_

Date

**APPENDIX A: REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS**  
**\*\*REQUIRED INPUT WITH SUBMISSION\*\***

**CERTIFICATION**

The undersigned certifies that he/she has read, understands, and agrees to be bound by the terms and conditions of the Request for Proposal (**RFP#22008KW**). The undersigned further certifies that he/she is legally authorized by the Offeror to make the statements and representations on this form, and that said statements and representations are true and accurate to the best of his/her knowledge and belief. The undersigned understands and agrees that if the Offeror makes any knowingly false statements, or if there is a failure of the successful Offeror (i.e., contractor) to implement any of the stated agreements, intentions, objectives, goals, and commitments set forth herein without the prior approval of GHS, then the Offeror's act or omission shall constitute a material breach of the contract. The right to terminate shall be in addition to and not in lieu of any other rights and remedies GHS may have for defaults under the contract. Additionally, the Offeror may be prohibited from obtaining future contracts awarded by GHS. GHS reserves the right to terminate any contract where a material breach has occurred.

**NAME:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**COMPANY:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**TELEPHONE:** \_\_\_\_\_

**FACSIMILE:** \_\_\_\_\_

**E-MAIL:** \_\_\_\_\_

\_\_\_\_\_  
(SIGNATURE)

\_\_\_\_\_  
(DATE)

**APPENDIX B: COST PROPOSAL**

Offeror's Name: \_\_\_\_\_

Total contract value for ALL requirements, including \*G&A: \_\_\_\_\_ \*\*

\*G&A: All general and administrative costs, profits, travel, per diem, and ALL costs associated with this contract.

\*\*This figure is the figure that will be used in the evaluation. \_\_\_\_\_

Where there is reference in the RFP to deliverables, submission requirements, or other response and contract performance discussions, said reference may not include all requirements in the RFP. It is incumbent upon the Offeror to read this entire RFP carefully and respond to and price all requirements and ensure "Total contract value for ALL Requirements" above includes all requirements.

\_\_\_\_\_  
(Print Name of Authorized Company Officer)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date Signed)

**COST MUST BE SUBMITTED UNDER SEPARATE COVER AS INSTRUCTED**

**APPENDIX C: SOLICITATION/CONTRACT FORM**

**REQUEST FOR PROPOSAL NUMBER: RFP#22008KW**

**RFP DESCRIPTION: BENEFITS BROKER SERVICES**

PROPOSAL RESPONSES MUST ARRIVE NO LATER THAN **October 28, 2022 @ 2:00 PM EST.**

NOTE: Mark the outside lower-left corner of your submission with the RFP number shown above.

This document contains **25** pages. Questions regarding RFP#22008KW should be directed to **Kareem Wine no later than October 7, 2022 @ 2:00 PM EST.**

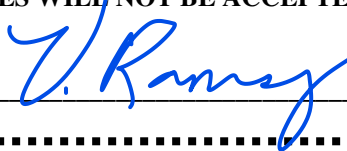
You are invited to submit your Proposal for the services listed within this RFP. Responses must arrive at:

<u>DELIVERY ADDRESS</u>	<u>MAILING ADDRESS</u>
Grady Health System Procurement Department 50 Hurt Plaza, Suite 1300 Atlanta, GA 30303	Grady Health System Procurement Department 50 Hurt Plaza, Suite 1300 Atlanta, GA 30303

**\*NOTE: FAXED RESPONSES WILL NOT BE ACCEPTED.**

Executive Director

Procurement & Strategic Sourcing: \_\_\_\_\_



DATE: \_\_\_\_\_

**PLEASE BE ADVISED:** Offerors must **complete and return all pages** required with Proposal submission. Failure to return these completed pages with responses may result in non-consideration of Proposal submission.

Please acknowledge receipt of the following Addenda to the solicitation documents below by entering the number and the date of each:

Addendum No.: \_\_\_\_\_ Date: \_\_\_\_\_

Addendum No.: \_\_\_\_\_ Date: \_\_\_\_\_

NAME OF RESPONDING FIRM: \_\_\_\_\_

NAME OF COMPANY OFFICER: \_\_\_\_\_  
(Company officer must have authority to legally bind the company)

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**(MANDATORY) SIGNATURE OF COMPANY OFFICER ABOVE (Certifying agreement with specifications, terms and conditions unless otherwise noted).**

\_\_\_\_\_  
*Signature*

**EXHIBIT A  
CONFIDENTIALITY/NONDISCLOSURE AGREEMENT**

This nondisclosure agreement (“Agreement”) is between Grady Health System and its subsidiaries and affiliates (GHS) and \_\_\_\_\_ (“Broker”).

**RECITALS**

WHEREAS Broker wishes to receive certain confidential, and proprietary information (hereinafter collectively “Information”) from GHS pertaining to a broker selection project. This receipt of information includes all communication of Information between the parties in any form whatsoever, including oral, written, and electronic form, pertaining to the above.

WHEREAS Broker wishes to receive the Information for the sole purpose of evaluating the insurance and risk management programs of GHS in connection with responding to a request for proposal for brokerage services.

WHEREAS GHS is willing to disclose the Information and Broker is willing to receive the Information on the terms and conditions set forth herein.

Therefore, GHS and Broker agree, as follows:

1. That the disclosure of Information by GHS is in strictest confidence and thus Broker will:
  - a. Not disclose to any other person or organization the Information and will use the highest degree of care to maintain the Information confidential;
  - b. Use the Information only for the above mentioned purpose;
  - c. Restrict disclosure of the Information solely to those employees of Broker having a need to know such Information in connection with responding to a request for proposal for brokerage services;
  - d. Advise each such employee, before he or she receives access to the Information, of the obligations of Broker under this Agreement, and require each such employee to maintain those obligations.
  
2. This Agreement imposes no obligation on Broker with respect to any portion of the Information received from GHS which (a)(1) was known to the Broker prior to disclosure by GHS and (2) as to which the Broker has no obligation not to disclose or use it, (b) is lawfully obtained by the Broker from a third party under no obligation of confidentiality, (c) is or becomes generally known or available other than by unauthorized disclosure, (d) is independently developed by the Broker or (e) is generally disclosed by GHS to third parties without any obligation on the third parties.
  
3. In the event of a breach or threatened breach or intended breach of this Agreement by Broker, GHS, in addition to any other rights and remedies available to it at law or in equity, shall be entitled to preliminary and final injunctions, enjoining and restraining such breach or threatened breach or intended breach.
  
4. The validity, construction, and performance of this Agreement are governed by the laws of the State of Georgia.

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*The Grady Memorial Hospital Corporation d/b/a Grady Health System  
Request for Proposal*

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This Agreement is binding upon GHS and Broker, and upon the directors, officers, employees and agents of each. This Agreement is effective as of the later date of execution and will continue indefinitely, unless terminated on thirty (30) days written notice by either party. However, Broker's obligations of confidentiality and restrictions on use of the Information disclosed by GHS shall survive termination of this Agreement.

Grady Health System

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Broker: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_