



**THE CENTER FOR HEALTH CARE SERVICES**

**REQUEST FOR PROPOSAL  
("RFP")  
(RFP-2024-004)  
for  
Employee Benefits**

Release Date: 05/13/2024

**Revised: 05/16/2024**

Proposals Due: 06/13/2024 by 12:00 PM Central Standard Time (CST)

**\* Proposals not received by deadline will be rejected and returned unopened.**

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### **003 - BACKGROUND**

The Bexar County Board of Trustees for Mental Health Mental Retardation Services d/b/a The Center for Health Care Services ("CENTER") is a multi-facility community mental health and mental retardation Center created under the authority of Section 534.001 of the Texas Health and Safety Code by its sponsoring agencies, Bexar County and the Bexar County Hospital District d/b/a University Health. The CENTER has been providing services to Bexar County residents experiencing mental health, intellectual developmental disabilities and/or substance use issues for over fifty-five years and is the Texas Health and Human Services Commission-designated Local Mental Health Authority for Bexar County, Texas. The CENTER is considered a quasi-governmental entity, a political subdivision of the state of Texas, but is not a Texas state agency. The CENTER'S administrative offices are located at 6800 Park Ten Blvd. Suite 200-S, San Antonio, Texas 78213.

## 004 - SCOPE OF SERVICES

The Center for Health Care Services (“Center, CHCS”) is seeking proposals from qualified and experienced organizations to provide health, dental, vision and related benefits that meet employee needs, manage insurance cost effectively and efficiently and claims processing. The Center is interested in providing a health program that has attributes that promote wellness, provide access to high-quality, cost-effective health care, and network accessibility for our employee population.

The Center is seeking proposals from organizations qualified to provide any, or all, of the Employee Benefits listed below:

Medical benefit plans\*  
Pharmacy benefit plans\*  
Dental plans\*  
Vision plans  
Life/AD&D  
Voluntary Life/AD&D  
Short Term Disability  
Long Term Disability  
Voluntary Accident  
Voluntary Critical Illness  
FMLA  
EAP  
FSA and HSA account administration  
COBRA administration

Interested vendors may submit proposals to one or all of the coverages or services.

\*Please note: For Medical and Pharmacy plans, interested vendors are asked to propose one or more of the following insurance coverages or services: (1) third party administration for self-funded medical plan (2) pharmacy administration (3) other alternate plan designs that might address CHCS’s objectives, such as Accountable Care Organizations, Medical Home, Network Tiered Benefit Plans, etc. Attendance at quarterly/other Committee meetings will be required, as needed.

Medical and Pharmacy plans are subject to change for 2025. Respondents should assume that CHCS will offer its employees two self-funded Medical/Pharmacy plans: (1) a base ACO plan with an individual deductible of \$2,000 and a family deductible of \$4,000, and (2) a buy-up PPO plan with \$1,500 individual deductible and a \$3,000 family deductible; both plans having an 80/20 co-insurance benefit. Assume THE CENTER funds 75% of the base plan and 75% of the buy-up plan for employee cost.

The following are key objectives CHCS is setting with the issuance of this RFP:

- Mitigating Costs – lowering our current medical and pharmacy trend.
- Accountability – improvement of accountability of healthcare costs between the employee and employer through education and communication.
- Customer Service – Improved customer service for CHCS employees to include a user-friendly website, mitigating the need or CHCS staff to address claim concerns.
- Population Health Management – improving the health risk of the overall population.
- Technology – partnering with a vendor that provides cutting-edge technology (interfacing with a potential employee clinic, wellness tools, mobile applications, etc.)
- Clinic Integration – CHCS may have an employee clinic and is looking for a partner that can interface with the clinic on both a claim and disease management basis.
- Innovative Ideas – partnering with a vendor that will bring innovative ideas to help reduce the overall medical spend while improving the risk of the overall population.

\*Please Note: Dental Plans are also subject to change for 2025. Respondents should assume that CHCS will offer it employees three self-funded dental plans to mirror the current fully insured plans (DHMO, and 2 PPO's). We have included the dental plan summaries for review and quote preparation. CHCS will continue with the current employer contribution. Provide DHMO Ded. \$0/\$0, PPO \$50/\$150 Max \$1,000 with Ortho Max \$1,000 & PPO \$50/\$150 Max \$5,000 with Ortho Max \$2,000.

**Dental Items to Address:**

- Where is your claims processing center?
- What is the normal claim processing timeframe?
- What steps does a member have to take to file a non-network claim and what is the standard timeframe to process those claims?
- What is your process for adding a new provider if such a request is made?
- Do you provide dental ID cards to members?
- Do you have a missing tooth clause in your dental contract?
- Please describe your contract as it relates to preventative cleanings. Is it 2 in 12, 1 in 6 or another arrangement?
- Do members with periodontal disease receive additional cleanings per year? If so, how many?
- Do pregnant members have access to additional cleanings per year?
- Please provide your administrative fees, expected claims, premium equivalents and PMPM cost with your proposal.

SWBC has been retained as the Consultant of Record by CHCS for all health and welfare plans. Once the proposals are received by CHCS, copies will be forwarded to SWBC. SWBC will participate in evaluation and negotiation of resulting contract. The Center will only accept responses/bids from carriers that are submitted through the Center's procurement process.

**Module A:**

**Medical TPA for Self-Funded Program to include processing of: Medical Claims, Healthcare and Dependent Care Reimbursement Claims, COBRA Administration & Spending Accounts**

**Module B:**

**Total Health Management (Wellness Program with Utilization Review Program/Large Case Management/Disease Management)**

**Module C:**

**Preferred Provider Organization (PPO)**

**Module D:**

**Prescription Drug Benefit Management Program**

**Module E:**

**Comprehensive employee wellness strategy and programs**

CHCS reserves the right to select an HMO and/or PPO network provider independent of the third party administrator. Vendor should indicate in its response whether it will require the use of Vendor's own network providers (if Vendor is proposing TPA services), or if Vendor will work with an independent network that offers CHCS better discount arrangements with the significant providers utilized by Center employees. CHCS' CenterCare must be in network that is offered to CHCS.

**A. MODULE A - THIRD PARTY ADMINISTRATION**

**A.1. THIRD PARTY ADMINISTRATION**

CHCS shall require that Vendor provide third party administration services for medical claims, healthcare reimbursement and dependent care reimbursement claims in compliance with all applicable federal, state and local laws, regulations, policies and procedures as well as COBRA administration. TPA services must be integrated with the services of the selected Preferred Provider Organization (PPO) network provider to ensure a comprehensive network with capabilities to integrate utilization review, large case, disease management and wellness program. CHCS shall require that the Vendor have no less than five years of experience in any of these areas.

Vendor shall work with CHCS' People Operations department to perform any and all related tasks required by CHCS in order to fulfill the purpose of the contract. It is CHCS's goal to significantly reduce the need for CHCS staff's day-to-day administrative functions and direct customer service functions. Vendor(s) must operate in such a manner to provide accurate and expedient access (defined as 90% of issues resolved within 72 hours of notice) for all employee inquiries.

CHCS shall require the Vendor to provide all necessary services including but not limited to the following:

A.1 Administer CHCS's medical, dental, healthcare and dependent care reimbursement claims in accordance with Plan Document and Contract beginning with claims incurred January 1, 2025.

A.2 Maintain a fully automated claims adjudication system in compliance with electronic transmission standards and security requirements and all other regulations as required by HIPAA; offer integration of systems (claim, provider network, utilization review) and provide WEB access to plan participants that allows for claim status, provides information on current health issues, and offers various customer service functions.

A.3 Maintain records and management reports, including claims and accounting information as required by the Contract.

A.4 Provide timely response to inquiries from Plan participants and providers regarding eligibility and status of claim, correspondence, payment and any other information requested by such parties in a manner that will limit CHCS's involvement in day-to-day inquiries.

A.5 Conduct review of disputed claims in accordance with the requirement of the Plan Document.

A.6 Prepare and print Summary Plan Documents, claim forms; and any other communication material as required by the Contract, and review same with Employee Benefits Division staff prior to release.

A.7 Develop, print and mail identification cards to the participant's home address as required by the Contract. Design of identification cards shall be approved by Employee Benefits Division staff prior to duplication and dissemination.

A.8 Prepare, print and mail participant quarterly and year end Flexible Spending Account (FSA) statements to the Plan participant's home address. Provide smart flexible-spending account cards which are merchant and barcode specific. CHCS staff shall have electronic access to all FSA activity.

A.9 Administer cost containment provisions in the Plan Documents such as pre-payment review for medical necessity, usual and customary review, assignment, third party and overpayment recoveries, coordination of benefits, identification of fraud and internal claims audits.

A.10 Submit electronic check register reports to the Finance Department on a daily basis with positive pay record-keeping.

A.11 Deliver standard monthly utilization reports, which result from its services to CHCS, in a report format satisfactory to CHCS. Reports will be furnished electronically and hard copy at no additional charge by the 15<sup>th</sup> of the following month. CHCS and its consultants need to be able to access standard reports online. Such reports shall be in a format satisfactory to CHCS and shall be provided at no charge to CHCS. CHCS may determine that one (1) or more of the standard reports is no longer desired. If such should occur, CHCS may, at its discretion, select another report from the Vendor's standard reports as substitution for the report that is no longer desired.

A.12 Provide a weekly report of total claims received, processed claims, pending claims and turnaround time.

A.13 Provide online access to additional standard or ad hoc reports as needed by CHCS. If a specific report cannot be generated online, prepare and provide such to CHCS electronically, at no additional cost to CHCS.

A.15 Meet with representatives of CHCS's Employee Benefits Division as often as deemed necessary by CHCS, but at least quarterly.

A.16 Provide annual actuarial services to provide COBRA rates for participants by Plan.

A.17 Provide audited financial statements and a report on the processing of transactions as required by Statement on Auditing Standards (SAS) No. 70 Type II. These reports must be prepared by an independent certified public accountant and provided each year.

A.18 If there is any dispute in premiums paid to the Vendor, CHCS must be notified within ninety (90) days in writing from the date the check was submitted.

A.19 CHCS is allowed a ten (10) day grace period beyond the fifteen (15) working days to submit payment to the Vendor to allow for computer, mail, or other system malfunctions.

A.20 The successful Vendor agrees to allow CHCS to self-credit retroactively up to sixty (60) days.

A.21 Operate a proactive disease management program as part of an organized Wellness plan.

A.22 Perform all nondiscrimination testing required by the Internal Revenue Code for cafeteria plans and the applicable flexible spending and child care accounts.

A.23 Agree to one performance compliance audit per experience period at the discretion of CHCS to be paid for by CHCS according to executed contract. If performance expectation is not met, Vendor shall pay for all subsequent audits until Vendor is meeting expected performance levels.

A.24 Provide CHCS access to monitor, review and evaluate Vendor's performance in accordance with the CONTRACT measures and agree to administrative fee adjustments for failure to perform.

A.25 Accept eligibility from CHCS enrollment system and use the designated employee identification as the claims subscriber identification number.

A.26 Maintain automatic systems and processes for reconciliation of charges against agreed premiums. Reconciliation must be complete 60 days from monthly end date.

## **B. MODULE B - TOTAL HEALTH MANAGEMENT**

**Integration of all utilization management and wellness activity is critical to CHCS. CHCS's intent is to provide a cohesive, organized effort for total health management.**

CHCS shall require the third party administrator Vendor to provide all necessary services including but not limited to the following:

B.1 Compliance with HIPAA in regards to an employee's or dependent's pre-notification of hospital stays, inpatient surgical procedures, outpatient surgical procedures, and the reporting necessary to monitor compliance.

B.2 Pre-Admission Review of all inpatient admissions and outpatient surgery for medical necessity and evaluation of appropriateness of setting and length of stay according to requirements of plan documents with integrated communication with third party administrator.

B.3 Concurrent Review of all inpatient hospital confinements including interaction with the hospital utilization review department and attending physician to obtain medical criteria for admission and coordinate discharge plans.

B.4 Retrospective Review in the event that information to determine medical necessity on a pre-admission or concurrent review basis is not available upon admission.

B.5 Catastrophic/Large Case Management. Potential case management clients shall be identified through both the pre-admission review and the claim adjudication process. Individual case management files shall be created with progress and savings reports generated on a monthly basis.

B.6 Durable Medical Equipment Review - Durable medical equipment review will be performed to evaluate appropriateness of equipment and medical necessity.

B.7 Discharge Planning - Discharge Planning shall be considered throughout the entire review process and can begin during Pre-notification review when certain lengths of stay and/or convalescent services are strongly indicated and anticipated. The Discharge Planning process shall consider medically appropriate discharge, any indicated transfer to appropriate modality, facilitation of any appropriate outpatient service, facilitation of any appropriate home health care, and facilitation of any indicated diagnostic follow-up. Nurse Managers shall identify patients that can be safely treated on a home care basis. Vendor shall direct the facility's discharge planner to the appropriate PPO network to facilitate additional services after discharge.

B.8 Mental Health/Substance Abuse Review - All inpatient mental health/substance abuse patients shall be case managed. If a client does not meet criteria for continued inpatient care, the case shall be referred to a psychiatric advisor. Outpatient therapy shall be encouraged once the patient can be safely treated in this setting. Internal utilization review and the admitting physician shall be contacted to discuss alternative care options.

B.9 High Risk Pregnancy - Case Management shall be initiated on potential high-risk pregnancies. Preterm labor, hypertension, diabetes and placenta previa shall be some, but not all, of the complications that may be managed at home. Vendor will work with local and national companies to provide uterine monitoring and tocolytic therapy, if prescribed.

B.10 Hospice referrals shall be given when appropriate for the terminally ill.

B.11 Disease Management to coordinate healthcare intervention for plan participants with chronic conditions who could benefit from improved patient self-care education.

B.12 Wellness Program to provide active promotion of preventative health awareness for plan participants and track results through detailed reporting. Wellness program should include but is not limited to:

a. Establish regular wellness communication through meetings, promotional material, Web links, seminars and organized activities targeting various wellness topics.

b. Develop a long-term wellness strategy using data from health risk assessments and vendor clinical data.

### **C. MODULE C– SELF-FUNDED PREFERRED PROVIDER ORGANIZATION (PPO) and HEALTH MAINTENANCE PROVIDER ORGANIZATION (HMO)**

Currently CHCS offers its employees a self-funded PPO and HMO plan. **Vendor shall include in its proposal all necessary information and pricing to accommodate the following three scenarios:**

Scenario 1:

Exactly duplicate the current plan design and choices (this pricing will be used for comparison purposes to current cost only.);

Scenario 2:

Assume all employees will be in the selected PPO Plan - pricing may not exceed that proposed for Scenario 1;

Scenario 3:

Provide Vendor's recommendation of plan design and network utilizing HMO/PPO plan design(s) only and offering employees a choice of plans.

CHCS shall require the Vendor provide all necessary services including but not limited to the following:

C.1. Negotiate and execute contracts with certified healthcare providers at a lower, reduced or discounted rate to include but not limited to the following:

- acute care medical facilities, clinics and/or hospitals;
- outpatient surgical facilities, clinics and/or hospitals and/or facilities;
- psychiatric facilities, clinics and/or hospitals;
- physical rehabilitation facilities, clinics and/or hospitals;
- CHCS CenterCare – in network.
  - CHCS CenterCare is Outpatient Therapy and Medication Management for the CHCS staff, which includes services such as Medication Management, Counseling, and Therapeutic Services. CenterCare Health and Wellness specializes in helping CHCS staff work through significant life events, traumas, or stressors that can leave an individual feeling stuck, overwhelmed, or confused through effective therapy, which will include counseling, medication management, or a combination of both.
- ancillary medical services, including non-acute care and all related services; and
- physicians, including general practitioners and specialists.

C.2. Monitor contracts obtained with Health Care Service Providers in the HMO/PPO to ensure that such Provider is granting the agreed-upon discount represented to CHCS and plan participants.

C.3. Provide monthly management reports to CHCS as requested.



C.4. Meet with representatives of CHCS's Employee Benefits Division as often as deemed necessary by CHCS, but at least quarterly.

C.5. Provide printed and digital promotional materials, benefits guides and provider network directories to all CHCS Employees at no additional charge to CHCS.

C.6. Provide electronic notification of any changes to network within 30 days of change and supply hard copies of Provider Network directory updates to the Employee Benefits Division on a quarterly basis.

C.7. Allow review of the amount of the discount offered by each Health Care Service Provider within the HMO/PPO Network as required by CHCS during claim reviews. Subject to the provisions of the Open Records Act, CHCS agrees to maintain this information as confidential. Vendor may consider such information a trade secret.

C.8. Credentialing all physicians or surgeons in the Network who are licensed doctors of medicine or doctors of osteopathy. Facilities in the Network shall be approved by the Joint Commission on Accreditation of Healthcare Organizations (JCAHO).

C.9. Deliver to CHCS standard monthly reports and documents which result from its services to CHCS, including but not limited to the following:

- Network Charge Summary;
- Top Provider Report.
- Reconciliation Report.

Such reports shall be in a format satisfactory to CHCS and shall be provided at no charge to CHCS. CHCS may determine that one (1) or more of the standard reports is no longer desired. If such should occur, CHCS may, at its discretion, select another report from the Vendor's standard reports as substitution for the report that is no longer desired.

C.10. Provide real time web-based access to provider network for participants.

C.11. HMO/PPO network services must be integrated with the services of the TPA with capabilities to integrate utilization review, large case and disease management.

C.12. Accept eligibility from CHCS's enrollment system and use the designated employee identification as the claims subscriber identification number.

C.13 The Vendor shall guarantee that all Hospital, Health Care Service Provider and Ancillary/Allied Provider contracts negotiated by Vendor for its Network shall yield a combined savings of the Gross Eligible Claims ("minimum savings guarantee") as negotiated and approved by CHCS. If selected, Vendor will be required to execute a collateral pledge agreement or post a bond in an amount CHCS deems appropriate. CHCS will select the depository as custodian of collateral. Failure to meet the minimum savings guarantee in any annual expense period shall entitle CHCS to collect or draw down from the performance security an amount equal to the difference between the actual combined savings amount realized on the Gross Eligible Claims in the applicable experience period. Notwithstanding this right to draw down, the parties may mutually agree to meet any payment obligation that arises under the minimum savings guarantee through an alternative payment mechanism that does not require draw down or cashing in of the security. Vendor shall agree its risk is \$500,000 under the minimum savings guarantee, and if selected shall provide a performance security in that amount, in a form acceptable to CHCS for each annual experience period.

#### **D. MODULE D – PRESCRIPTION DRUG BENEFIT MANAGEMENT PROGRAM**

CHCS shall require that the Vendor provide all necessary services including but not limited to the following:

D.1. Deliver to CHCS standard reports and documents which result from its services to CHCS, including but not limited to the following:

- Utilization Reports;
- Prescription Savings Reports;
- Drug Reports;
- Top 25 Prescribers;

- Pharmacy Comparison;
- Member Reports; and
- Monthly Claim Reports.

Such reports shall be in a format satisfactory to CHCS and shall be provided at no charge to CHCS. CHCS may determine that one (1) or more of the standard reports is no longer desired. If such should occur, CHCS may, at its discretion, select another report from the Vendor's standard reports as substitution for the report that is no longer desired.

D.2. Upon written request, the Vendor shall provide CHCS a list of brand name drugs which do not have a generic equivalent and each drug's average wholesale price and shall promptly provide CHCS a list of new drugs on the market with each drug's average wholesale price. Such lists shall be provided at no charge to CHCS.

D.3. Vendor shall provide CHCS with access to its Online Eligibility System, the system on which Vendor files CHCS's management reports ("Online Report System"), and/or any other electronic system maintained or operated by Vendor (all such foregoing systems, hereinafter collectively referred to as the "System").

D.4. Vendor shall meet monthly with representatives of CHCS's Employee Benefits Division, upon the request of CHCS. CHCS shall give Vendor at least 48 hours' notice of such meetings.

D.5. Upon request, the Vendor will prepare and distribute at its own cost, a list of formulary and non-formulary drugs, plan access and Prescription Drug Program brochures for employees.

D.6. Vendor shall maintain a minimum of ten (10) 24-hour pharmacies and at least fifty (50) pharmacies accessible throughout the City of San Antonio's geographical area.

D.7. The Vendor warrants and certifies that the Vendor and any other person designated by it to provide services herein has the requisite training, license and/or certification to provide said service.

D.8. CHCS's Prescription Drug Plan will be reviewed at least annually by the Vendor and CHCS representatives for the purpose of evaluating program design for maximum savings according to utilization and plan benefits.

D.9. The Vendor's participating pharmacies will dispense prescriptions to CHCS plan members according to CHCS's plan, adhering to applicable co-payments, plan coverage and negotiated discount rates.

D.10. The Vendor's participating pharmacies will retain applicable prescription records in accordance with state and federal law.

D.11. The Vendor shall provide customer service support for CHCS members twenty-four hours a day, seven days a week.

D.12. The Vendor, through its network of Participating Pharmacies and Participating Mail Service Pharmacy, will provide prescription usage information with each prescription filled.

D.13. The Vendor shall provide, at no charge to CHCS, quarterly quality review reports pertaining to CHCS's account, specifically call answering and mail service turnaround time reports and such other reports as may be agreed upon by CHCS and the Vendor.

D.14. The Vendor shall provide at no additional cost to CHCS, the following prescription benefit services:

- Retrospective Drug Utilization Review (RDUR)
- Drug/Drug Interaction Edits
- Over Utilization Review
- Therapeutic Duplication Monitoring
- Clinical Prior Authorization Program
- Step Therapy Program
- Specialty Pharmacy
- Direct Member Reimbursement

D.15. The Vendor shall not charge to CHCS any administrative fee resulting from its administration of prescription drug program services under any contract awarded as a result of this RFP; the network pharmacies are responsible for all such administrative fees as agreed between the Vendor and the participating network pharmacies.

D.16. The Vendor and its subcontractors, if any, shall properly, accurately, and completely maintain all books, documents, papers, accounting records, and other evidence pertaining to any contract awarded as a result of this RFP, and shall make such materials available at their respective offices at all reasonable times and as often as CHCS may deem necessary, during the contract period and any extension or renewal thereof for the purpose of accounting and audit inspections by CHCS and any of its authorized representatives to audit, examine and make excerpts and/or copies of same.

D.17. Accept eligibility from the Center's enrollment system and use the designated employee identification as the claims subscriber identification number.

D.18. The Vendor shall coordinate with CHCS on all enrollment transactions.

## **E. MODULE E- Comprehensive Employee Wellness strategy and programs**

Assistance in creating a comprehensive plan for employee wellness program(s) with measures to calculate the return on investment (ROI), based on the medical claims assessment submitted by CHCS employees. The programs may include: activity based wellness measurement program(s), wellness clinic, biometrics and/or health screenings/preventative exams, health coaching and nutrition based programs etc.

CHCS emphasizes on Health Promotion and Health Risk Management in all its future planning, as well as case and disease management. CHCS's evaluation will take a close look at the carriers' ability to provide worksite-based wellness activities, health education, activities, programs and services that manage health risks to minimize the probability that they will lead to disease, absence, disability, mortality and their related costs, as well as reduced "performance at work." The use of health and wellness coaching is expected as part of the overall program. Further suggestions and recommendations regarding the wellness program are desired as part of the response, including but not limited to: activity based wellness measurement program(s), biometrics and/or health screenings/preventative exams, health coaching and nutrition based programs.

All CHCS employees are located in multiple locations within the San Antonio city limits, hence examination and health promotion or disease management capabilities that a carrier may have in San Antonio is also desired.

Proposers shall submit complete data on each request for information contained in this RFP. Such data shall show and identify each company's name and the contract on which the proposal is based and be so marked as to be easily identified with the proposal item. FAILURE TO SUBMIT THE ABOVE INFORMATION WITH SEALED PROPOSAL WILL DISQUALIFY PROPOSAL.

The successful respondent agrees to send a personal representative with binding authority for the company to CHCS upon request to make adjustments and/or assist with the coordination of transactions as needed.

The selected offeror will be responsible for all claims incurred on or after the effective date and within the contract period. An appropriate transition program will need to be developed before the effective date.

CHCS requires a minimum rate guarantee of 12 months. Please confirm this guarantee in your response. CHCS prefers a multi-year contract. To enter into a multi-year contract, CHCS is required to include a method for calculating the increase for each option year in the contract. CHCS prefers a method of calculation based on an objective standard related to its performance. Clearly indicate a method of calculating the increase in your response for each option period. The contract is to provide that changes in the premium can only be instituted on a policy anniversary date and that the selected proposer must provide for notice in changes in premium at least 120 days before renewal.

Companies must have a willingness to commit to specified levels of performance for service and quality. CHCS is requesting performance guarantees for implementation, customer service, network utilization, and provider discounts.

Companies must have an organization that has demonstrated the ability to deliver cost-effective service, efficient loss control and claims processing.

The selected offeror for all services should have the capability of secure electronic data interchange for eligibility and other records for bi-directional transfer of data files upon transition and on an ongoing basis utilizing the latest industry standard encryption technologies. Currently CHCS is contracted with Munis to manage its open enrollment through their benefit administration system.

Companies submitting proposals must be licensed by the State of Texas and have a demonstrated level of good performance with public entities.

Respondent must comply with all applicable federal and state legislation.

**Please Note:** Any requests for Census, Claims, or Plan related data should be sent to Chelsey Turner, Contract Administrator at [CTurner@chcsbc.org](mailto:CTurner@chcsbc.org), with a Carbon Copy to [Contracts@chcsbc.org](mailto:Contracts@chcsbc.org). Following the request, instructions for obtaining secure data will be provided.

**005 - ASSURANCES**

The Proposer assures the following (signature required):

1. That all addenda and attachments to the RFP as distributed by CENTER have been received.
2. No attempt will be made by the Proposer to induce any person or firm to submit or not to submit a Proposal, unless so described in the RFP document.
3. The Proposer does not discriminate in its services or employment practices on the basis of race, color, religion, sex, sexual orientation, national origin, disability, veteran status, or age.
4. That no employee of CENTER or Health and Human Services Commission ("HHSC") and no member of CENTER'S Board of Trustees will directly or indirectly receive any pecuniary interest from an award of the proposed contract. If the Proposer is unable to make the affirmation, then the Proposal must disclose any knowledge of such interests.
5. Proposer accepts the terms, conditions, criteria, and requirements set forth in the RFP.
6. Proposer accepts CENTER'S right to cancel the RFP at any time prior to contract award.
7. Proposer accepts CENTER'S right to alter the timetables for procurement as set forth in the RFP.
8. The Proposal submitted by the Proposer has been arrived at independently without consultation, communication, or agreement with another party for the purpose of restricting competition.
9. Unless otherwise required by law, the information in the Proposal submitted by the Proposer has not been knowingly disclosed by the Proposer to any other Proposer prior to the notice of intent to award.
10. No claim will be made to CENTER for payment to cover costs incurred in the preparation of the submission of the Proposal or any other associated costs.
11. CENTER has the right to complete background checks and to verify information submitted by a Proposer.
12. The individual signing this document and the contract is authorized to legally bind the Proposer.
13. The address submitted by the Proposer to be used for all notices sent by CENTER is current and correct.
14. All cost and pricing information is reflected in the Proposal documents or attachments.
15. That the Proposer is not currently held in abeyance or barred from the award of a federal or state contract.
16. That the Proposer is not currently delinquent in its payments of any franchise tax or state tax owed to the state of Texas, pursuant to Texas Tax Code, Title 2, Subchapter F, Chapter 171, Subchapter H and Title 34 of the Texas Administrative Code, Part 1 Chapter 3, Subchapters A and F.
17. Proposer shall disclose whether any of the directors or personnel of Proposer has either been an employee or a trustee of CENTER within the past two (2) years preceding the date of submission of the Proposal. This requirement applies to all personnel, whether or not identified as key personnel. If such employment has existed, or term of office served as trustee, the Proposer shall state in an attached writing the nature and time of the affiliations as defined.
18. Proposer shall identify in an attached writing any trustee or employee of CENTER who has a financial interest in Proposer or who is related within the second degree by consanguinity or affinity to a person having such financial interest. Such disclosure shall include a complete statement of the nature of such financial interest and the relationship, if applicable. Moreover, Proposer shall state in an attached writing whether any of its directors or personnel knowingly has had a personal relationship with employees or officers of CENTER within the past two (2) years that may interfere with fair competition.
19. No current or former employee or officer of a federal, state, or local governmental agency, and/or the CENTER directly or indirectly aided or attempted to aid in the procurement of Proposer's services.
20. Proposer shall disclose in an attached writing the name of every CENTER key person with whom Proposer is doing business or has done business during the 365 day period immediately prior to the date on which the Proposal is due; failure to include such a disclosure will be a binding representation by Proposer that the natural person executing the Proposal has no knowledge of any CENTER key persons with whom Proposer is doing business or has done business during the 365 day period prior to the immediate date on which the Proposal is due.
21. Under Section 231.006 of the Texas Family Code, the vendor or Proposer certifies that the individual or business entity named in this Proposal is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.
22. Proposer has no conflict of interest and meets the standards of conduct requirements pursuant to Texas Administrative Code Section 412.54(c).
23. That all information provided in the Proposal is true and correct.

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

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Signature: \_\_\_\_\_

\_\_\_\_\_  
Printed Name of Signing Authority

\_\_\_\_\_  
Date

## 006 - TERM OF CONTRACT

The anticipated term for a contract awarded in response to this RFP is one (1) year. The CENTER shall have the option to renew under the same terms and conditions for up to four (4) additional one (1) year extensions. All renewals shall be in writing and signed by President/CEO, or their designee, after approval by the CENTER'S Board of Trustees. The CENTER may terminate a contract at any time if funds are restricted, withdrawn, not approved or for unsatisfactory service.

## 007 – PRE-SUBMITTAL CONFERENCE

A Pre-Submittal Conference will be held at the Center for Health Care Services, located at 6800 Park Ten Blvd. Suite 200-S, 2<sup>nd</sup> Floor, San Antonio, Texas 78213 at 10:30 AM Central Standard Time (CST), on 05/21/2024.

This meeting place is accessible to disabled persons. The Center for Health Care Services is wheelchair accessible. The accessible entrance is located at 6800 Park Ten Blvd. Suite 200-S. Accessible parking spaces are located at 6800 Park Ten Blvd. Suite 200-S. Respondents that are unable to attend in person may participate by Conference Call. Respondents may call the toll-free number listed below and enter access code to participate the day of the conference.

Dial-In Toll Telephone Number: (210) 714-4201

Dial-In Toll-Free Telephone Number: 1(800) 717-4201

Access Code: 18015 #

Proposers are encouraged to prepare and submit their questions in writing in advance of the Pre-Submittal Conference in order to expedite the proceedings.

Respondents may submit their Questions pertaining to this RFP to Chelsey Turner, Contract Administrator by email to [CTurner@chcsbc.org](mailto:CTurner@chcsbc.org), please carbon copy [Contracts@chcsbc.org](mailto:Contracts@chcsbc.org) before May 28, 2024, at 12:00 P.M. Central Standard Time (CST). Please refrain from contacting the CENTER'S Board of Trustees members during the search process and direct all inquiries to the contact person listed above. Only those written questions received prior to the May 28, 2024, at 12:00 P.M. CST deadline will be addressed.

Any oral response given at the Pre-Submittal Conference that is not confirmed in writing and posted with this solicitation shall not be official or binding on the CENTER. Only written responses shall be official and all other forms of communication with any officer, employee or agent of the CENTER shall not be binding on the CENTER. Respondents are encouraged to resubmit their questions in writing, to the CENTER staff identified in the Restrictions on Communication section, after the conclusion of the Pre-Submittal Conference.

## 008 - PROPOSAL REQUIREMENTS

Respondent's Proposal shall include the following items in the following sequence, noted with the appropriate heading as indicated below. Submitted proposals should include information in sufficient detail to address the respondent's ability to perform the services being requested and provide the CENTER with enough information to properly evaluate proposals.

Respondents must submit a hard copy proposal. Submit one (1) original, signed in ink and ten (10) copies of the proposal and two (2) USB containing a copy of the entire proposal in Microsoft Word or PDF format. **Any information deemed to be confidential by Respondent should be clearly noted on the page(s) where the confidential information is contained.**

### TABLE OF CONTENTS

**EXECUTIVE SUMMARY.** The summary shall include a statement of the work to be accomplished, how Respondent proposes to accomplish and perform each specific service and unique problems perceived by Respondent and their solutions.

**ASSURANCES.** Respondent must complete, sign in ink and submit the Assurances Page found in this RFP under Section 005 – Assurances.

GENERAL INFORMATION FORM. Use the Form found in this RFP as Attachment A, Part One.

EXPERIENCE, BACKGROUND & QUALIFICATIONS. Use the Form found in this RFP as Attachment A, Part Two.

PROPOSED PLAN. Use the Form found in this RFP as Attachment A, Part Three.

PRICING SCHEDULE. Use the Pricing Schedule that is found in this RFP as Attachment B.

PROOF OF INSURABILITY. Respondent shall submit a copy of their current insurance certificate.

SIGNATURE PAGE. Respondent must complete, sign and submit the Signature Page found in this RFP as Attachment C. The Signature Page must be signed by a person, or persons, authorized to bind the entity, or entities, submitting the proposal. Proposals signed by a person other than an officer of a corporate respondent or partner of partnership respondent shall be accompanied by evidence of authority.

PROPOSAL CHECKLIST. Complete and submit the Proposal Checklist found in this RFP as Attachment D.

Respondent is expected to examine this RFP carefully, understand the terms and conditions for providing the services listed herein and respond completely. FAILURE TO COMPLETE AND PROVIDE ANY OF THESE PROPOSAL REQUIREMENTS MAY RESULT IN THE RESPONDENT'S PROPOSAL BEING DEEMED NON-RESPONSIVE AND THEREFORE DISQUALIFIED FROM CONSIDERATION.

The Contractor shall, at its own expense, conduct criminal background checks on all personnel and subcontractors assigned to provide services on CENTER property. The background checks must satisfy the requirements of the CENTER'S licensing and regulatory agencies. Proof that such checks have been conducted will be provided by the Contractor to the CENTER upon request.

The Proposer must indicate whether or not it will be subcontracting portion(s) of services contained in this RFP's Scope of Services. If so, indicate the name of the subcontractor and the portion of the work, which will be subcontracted. Provide the subcontractor's qualifications that meet the requirements of the Scope of Services. The CENTER reserves the right to refuse the selection of any subcontractor(s) by Contractor for reasonable cause.

Invoices shall be issued on a time and material basis for services rendered. The CENTER will pay invoices within 30 days of receipt (commercial credit) only after services have been performed. The CENTER is a tax-exempt entity.

## **009 - SUBMISSION OF PROPOSAL**

Please complete all questions in the order that they are presented in this Request for Proposal ("RFP"). Include all questions and question numbers in your responses. Any additional comments or information may be provided at the end of your answers to all proposal questions. If a question does not apply to the Proposer, simply and clearly document "N/A". Scoring and evaluation is based on completed questions. Unanswered questions will be considered omissions. The CENTER reserves the right to review only completed Proposals. The CENTER reserves the right to hold subsequent face to face or telephone interviews for clarification and/or negotiation purposes. Interviews will not be solicited for the purpose of completing incomplete Proposals. Multiple omissions and/or incomplete responses may result in disqualification.

### **Instructions for Submitting Proposals**

Respondent shall submit one (1) original, signed in ink, ten (10) hard copies and two (2) USB drives which contains the Proposal in Microsoft Word or PDF format in a sealed package clearly marked with the project name, "**Employee Benefits, RFP 2024-004**" on the front of the package or by **no later than 12:00 P.M. CST on June 13, 2024.** Responses may be delivered by regular mail, special carrier, or hand delivery to the CENTER'S administrative offices at 6800 Park Ten Blvd. Suite 200-S, San Antonio, Texas, 78213. Submission of Proposals by telephone, facsimile transmission or e-mail will not be accepted. **Untimely proposals will be rejected and/or returned unopened. Proposals may be withdrawn at any time prior to actual contract award.** The CENTER reserves the right to reject any and all proposals, to waive technicalities, and to accept any advantages deemed beneficial to the CENTER and its consumers. It is the CENTER'S intent to evaluate proposals, and/or services in order to achieve the best value for CENTER employees and operations. Interviews or site visits may be conducted to further evaluate competitive proposals, and to select one (1) or more proposals as finalists for consideration for award of a contract. Each firm which submits a complete proposal but is not awarded a contract will be notified in writing that the proposal is no longer being considered. Any information contained in the proposal that is deemed to be proprietary in nature must clearly be so designated in the proposal. Such information may be subject to disclosure under the Public Information Act on opinions from the Texas Attorney General's office.

Modified Proposals. Proposals may be modified provided such modifications are received prior to the due date for submission of proposals and submitted in the same manner as original proposal. For hard copy proposals, provide a cover letter with the proposal, indicating it is a modified proposal and that the original proposal is being withdrawn.

Correct Legal Name. Respondents who submit proposals to this RFP shall correctly state the true and correct name of the individual, proprietorship, corporation, and/or partnership (clearly identifying the responsible general partner and all other partners who would be associated with the contract, if any). No nicknames, abbreviations (unless part of the legal title), shortened or short-hand, or local "handles" will be accepted in lieu of the full, true and correct legal name of the entity. These names shall comport exactly with the corporate and franchise records of the Texas Secretary of State and Texas Comptroller of Public Accounts. Individuals and proprietorships, if operating under other than an individual name, shall match with exact Assumed Name filings. Corporate Respondents and limited liability company Respondents shall include the 11-digit Comptroller's Taxpayer Number on the General Information form found in this RFP as Attachment A.

If an entity is found to have incorrectly or incompletely stated its name or failed to fully reveal its identity on the General Information form, the Senior Director of Contracting & Procurement shall have the discretion, at any point in the contracting process, to suspend consideration of the proposal.

Firm Offer. All provisions in Respondent's proposal, including any estimated or projected costs, shall remain valid for one hundred and fifty (150) days following the deadline date for submissions or, if a proposal is accepted, throughout the entire term of the contract.

Confidential or Proprietary Information. The entire response to this Request for Proposal shall be subject to disclosure under the Texas Public Information Act, Chapter 552 of the Texas Government Code. If the applicant believes information contained therein is legally excepted from disclosure under the Texas Public Information Act, the applicant should conspicuously (via bolding, highlighting and/or enlarged font) mark those portions of its response as confidential or proprietary and submit such information under seal. Such information may still be subject to disclosure under the Public Information Act depending on determinations of the Texas the Attorney General's office.

Cost of Proposal. Any cost or expense incurred by the Respondent that is associated with the preparation of the Proposal, the Pre-Submittal conference, if any, or during any phase of the selection process, shall be borne solely by Respondent.

## 010 - RESTRICTIONS ON COMMUNICATION

**Respondents are prohibited from communicating with: 1) CENTER Board of Trustees regarding the RFP or proposals from the time the RFP has been released until the contract is posted as an agenda item; and 2) CENTER employees from the time the RFP has been released until the contract is awarded.** These restrictions extend to "thank you" letters, phone calls, emails and any contact that results in the direct or indirect discussion of the RFP and/or proposal submitted by Respondent. **Violation of this provision by Respondent and/or its agent may lead to disqualification of Respondent's proposal from consideration.**

Exceptions to the Restrictions on Communication with CENTER employees include:

Respondents may submit written questions concerning this RFP to the staff person listed below until 12:00 PM, CST on May 28, 2024. Questions received after the stated deadline will not be answered. All questions shall be sent by e-mail to:

**Chelsey Turner**  
**Contract Administrator**  
**Center for Health Care Services**  
[CTurner@chcsbc.org](mailto:CTurner@chcsbc.org) (Carbon Copy [Contracts@chcsbc.org](mailto:Contracts@chcsbc.org))

Questions submitted and the CENTER'S responses will be posted to the CENTER'S website.

CENTER reserves the right to contact any Respondent to negotiate if such is deemed desirable by CENTER. Such negotiations, initiated by CENTER staff persons, shall not be considered a violation by Respondent of this section.

## 011 - EVALUATION OF CRITERIA

The CENTER will conduct a comprehensive, fair, and impartial evaluation of all Proposals received in response to this RFP. The CENTER may appoint a selection committee to perform the evaluation. Each Proposal will be analyzed to determine overall responsiveness and qualifications under the RFP. Criteria to be evaluated may include the items listed below. The



CENTER may also request additional information from Respondents at any time prior to final approval of a selected Respondent. The CENTER reserves the right to select one, or more, or none of the Respondents to provide services. Final approval of a selected Respondent is subject to the action of the Center for Health Care Services CENTER'S Board of Trustees. It should be understood that while the total score is a significant factor, the CENTER reserves the right to consider other factors in making a final selection.

Evaluation criteria:

Experience, Background, Qualifications (35 points)

Proposed Plan (45 points)

Price Schedule (15 points)

Certified Small Business Enterprise, Minority/Women Owned Business Enterprise, Historically Underutilized Business or Veteran Owned Business Enterprise (1 point each; up to 5 points)

## **012 - AWARD OF CONTRACT AND RESERVATION OF RIGHTS**

The CENTER reserves the right to award one, more than one or no contract(s) in response to this RFP.

The Contract, if awarded, will be awarded to the Respondent(s) whose Proposal(s) is deemed most advantageous to CENTER, as determined by the selection committee, upon approval of the CENTER'S Board of Trustees.

The CENTER may accept any Proposal in whole or in part. If subsequent negotiations are conducted, they shall not constitute a rejection or alternate RFP on the part of CENTER. However, final selection of a Respondent is subject to CENTER'S Board of Trustees approval.

The CENTER reserves the right to accept one or more proposals or reject any or all proposals received in response to this RFP, and to waive informalities and irregularities in the proposals received. CENTER also reserves the right to terminate this RFP, and reissue a subsequent solicitation, and/or remedy technical errors in the RFP process.

The CENTER reserves the right to reject, for any reason and at its sole discretion, in total or in part, any and/or all proposals, regardless of comparability of price, terms or any other matter, to waive any formalities, and to negotiate on the basis of the proposals received for the most favorable terms and best service for the CENTER. If a firm is selected, the firm will be required to execute a contract. If CENTER funding is materially decreased during the contract term, the contract may be amended and/or terminated.

No work shall commence until CENTER signs the contract document(s) and Respondent provides the necessary evidence of insurance as required in this RFP and the Contract. Contract documents are not binding on CENTER until approved by the CENTER'S General Counsel. In the event the parties cannot negotiate and execute a contract within the time specified, CENTER reserves the right to terminate negotiations with the selected Respondent and commence negotiations with another Respondent.

This RFP does not commit CENTER to enter into a Contract, award any services related to this RFP, nor does it obligate CENTER to pay any costs incurred in preparation or submission of a proposal or in anticipation of a contract.

If selected, Respondent will be required to comply with the Insurance and Indemnification Requirements established herein.

The successful Respondent must be able to formally invoice the CENTER for services rendered.

Independent Contractor. Respondent agrees and understands that, if selected, it and all persons designated by it to provide services in connection with a contract, are and shall be deemed to be an independent contractors, responsible for their respective acts or omissions, and that CENTER shall in no way be responsible for Respondent's actions, and that none of the parties hereto will have authority to bind the others or to hold out to third parties, that it has such authority.

## 013 - SCHEDULE OF EVENTS

Following is a list of **projected dates/times** with respect to this RFP:

RFP Release Date:	05/13/2024
Pre-Submittal Conference	10:30 A.M. on 05/21/2024
Final Questions Accepted:	12:00 P.M. on 05/28/2024
Proposal Due:	12:00 P.M. on 06/13/2024

## 014 - INSURANCE REQUIREMENTS

If selected to provide the services described in this RFP, Respondent shall be required to comply with the insurance requirements set forth below. The Insurance requirements are non-negotiable and must be adhered to.

### INSURANCE

Prior to the commencement of any work under this Agreement, Respondent shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to the CENTER'S Contract & Procurement Division, which shall be clearly labeled "**Employee Benefits**" in the Description of Operations block of the Certificate. The Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The CENTER will not accept a Memorandum of Insurance or Binder as proof of insurance. The certificate(s) must have the agent's signature and phone number, and be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to the CENTER. The CENTER shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by the CENTER'S Contract & Procurement Department. No officer or employee, other than the CENTER'S Senior Director of Contracting & Procurement, shall have authority to waive this requirement.

The CENTER reserves the right to review the insurance requirements of this Article during the effective period of this Agreement and any extension or renewal hereof and to modify insurance coverage and their limits when deemed necessary and prudent by CENTER'S Senior Director of Contracting & Procurement based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement. In no instance will CENTER allow modification whereby CENTER may incur increased risk.

A Respondent's financial integrity is of interest to the CENTER ; therefore, subject to Respondent's right to maintain reasonable deductibles in such amounts as are approved by the CENTER , Respondent shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at Respondent's sole expense, insurance coverage written on an occurrence basis, unless otherwise indicated, by companies authorized to do business in the State of Texas and with an A.M Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below:

<u>TYPE</u>	<u>AMOUNTS</u>
1. Workers' Compensation	Statutory Limits
2. Employers' Liability	\$500,000/\$500,000/\$500,000
3. Broad form Commercial General Liability Insurance to include coverage for the following: a. Premises operations b. Independent Contractors c. Products/completed operations d. Personal Injury e. Contractual Liability f. Damage to property rented by you	For <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage  f. \$100,000
4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	Combined Single Limit for Bodily Injury and Property Damage of \$1,000,000 per occurrence
5. Errors & Omissions	Minimum \$1,000,000

Respondent agrees to require, by written contract, that all subcontractors providing goods or services hereunder obtain the same insurance coverage required of Respondent herein, and provide a certificate of insurance and endorsement that names the Respondent and the Center of Health Care Services as additional insured. Respondent shall provide the CENTER with said certificate and endorsement prior to the commencement of any work by the subcontractor. This provision may be modified by CENTER'S Senior Director of Contracting & Procurement, when deemed necessary and prudent, based upon changes in statutory law, court decisions, or circumstances surrounding this agreement. Such modification may be enacted by letter signed by CENTER'S Senior Director of Contracting & Procurement, which shall become a part of the contract for all purposes.

As they apply to the limits required by the CENTER, the CENTER shall be entitled, upon request and without expense, to receive copies of the policies, declaration page, and all endorsements thereto and may require the deletion, revision, or modification of particular policy terms, conditions, limitations, or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). Respondent shall be required to comply with any such requests and shall submit a copy of the replacement certificate of insurance to CENTER at the address provided below within 10 days of the requested change. Respondent shall pay any costs incurred resulting from said changes.

Center for Health Care Services  
Attn: Contracting & Procurement Division  
6800 Park Ten Blvd.  
Suite 200-S  
San Antonio, Texas 78213

Respondent agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following provisions:

- Name the CENTER, its Board of Trustees, employees, and volunteers as additional insured by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the CENTER, with the exception of the workers' compensation and professional liability policies;
- Provide for an endorsement that the "other insurance" clause shall not apply to the Center for Health Care Services where the CENTER is an additional insured shown on the policy;
- Workers' compensation, employers' liability, general liability and automobile liability policies will provide a waiver of subrogation in favor of the CENTER.
- Provide advance written notice directly to CENTER of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.

Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, Respondent shall provide a replacement Certificate of Insurance and applicable endorsements to CENTER. CENTER shall have the option to suspend Respondent's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.

In addition to any other remedies the CENTER may have upon Respondent's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the CENTER shall have the right to order Respondent to stop work hereunder, and/or withhold any payment(s) which become due to Respondent hereunder until Respondent demonstrates compliance with the requirements hereof.

Nothing herein contained shall be construed as limiting in any way the extent to which Respondent may be held responsible for payments of damages to persons or property resulting from Respondent's or its subcontractors' performance of the work covered under this Agreement.

It is agreed that Respondent's insurance shall be deemed primary and non-contributory with respect to any insurance or self-insurance carried by the Center for Health Care Services for liability arising out of operations under this Agreement.

It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement and that no claim or action by or on behalf of the CENTER shall be limited to insurance coverage provided.

Respondent and any Subcontractors are responsible for all damage to their own equipment and/or property.

## **INDEMNIFICATION REQUIREMENTS**

If selected to provide the services described in this RFP, Respondent shall be required to comply with the indemnification requirements set forth below. The Indemnification is non-negotiable and must be adhered to.

### **INDEMNIFICATION**

**RESPONDENT covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, the CENTER and the employees, officers, trustees, volunteers and representatives of the CENTER , individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the CENTER directly or indirectly arising out of, resulting from or related to RESPONDENT' activities under this Agreement, including any acts or omissions of RESPONDENT, any agent, officer, trustees, representative, employee, respondent or subcontractor of RESPONDENT, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CENTER, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT RESPONDENT AND CENTER ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CENTER UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.**

The provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. RESPONDENT shall advise the CENTER in writing within twenty-four (24) hours of any claim or demand against the CENTER or RESPONDENT known to RESPONDENT related to or arising out of RESPONDENT' activities under this AGREEMENT and shall see to the investigation and defense of such claim or demand at RESPONDENT's cost. The CENTER shall have the right, at its option and at its own expense, to participate in such defense without relieving RESPONDENT of any of its obligations under this paragraph.

015 - RFP ATTACHMENTS

RFP ATTACHMENT A, PART ONE

GENERAL INFORMATION FORM

1. **Respondent Information:** Provide the following information regarding the Respondent. Please tell us about your Business. If your Business is affiliated with a large firm that includes multiple teams around the country, please tell us about your local team/operation.

Respondent Name: \_\_\_\_\_  
(NOTE: Give exact legal name as it will appear on the contract, if awarded.)

Doing Business As: (other business name, if applicable): \_\_\_\_\_

Business Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

Website address: \_\_\_\_\_

Year established: \_\_\_\_\_

Provide the number of years in business under present name: \_\_\_\_\_

Social Security Number or Federal Employer Identification Number: \_\_\_\_\_

Texas Comptroller's Taxpayer Number, if applicable: \_\_\_\_\_  
(NOTE: This 11-digit number is sometimes referred to as the Comptroller's TIN or TID.)

UEI NUMBER: \_\_\_\_\_

Is Business a certified HUB, SBE, M/WBE, or VBE?  Yes  No (If yes, attach all applicable current certifications.)

Business Structure: Check the box that indicates the business structure of the Respondent.

- Individual or Sole Proprietorship If checked, list Assumed Name, if any: \_\_\_\_\_
- Partnership
- Corporation If checked, check one:  For-Profit  Nonprofit  
Also, check one:  Domestic  Foreign
- Other If checked, list business structure: \_\_\_\_\_

List the name and business address of each person or legal entity, which has a 10% or more ownership or control interest in the Business (attach additional pages as necessary).

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

Printed Name of Contract Signatory: \_\_\_\_\_

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

(NOTE: This RFB solicits Proposals to provide services under a contract which has been identified as "High Profile". Therefore, Respondent must provide the name of person that will sign the contract for the Respondent, if awarded.)

Provide any other names under which Respondent has operated within the last 10 years and length of time under for each:

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

Provide address of office from which this project would be managed:

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone No. \_\_\_\_\_ Fax No: \_\_\_\_\_

Annual Gross Revenue:  \$100K or less  \$101K–\$500K  \$501K–900K  \$901K–\$2.5M  \$2.5M or more

Total Number of Employees: \_\_\_\_\_

Total Number of Current Clients/Customers: \_\_\_\_\_

**2. Contact Information:** List the one person who the CENTER may contact concerning your Proposal or setting dates for meetings.

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

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone No. \_\_\_\_\_ Fax No: \_\_\_\_\_

Email: \_\_\_\_\_

**3.** Does Respondent anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months?

Yes  No

List the name and business address of each person or legal entity, which has a 10% or more ownership or control interest in the Business (attach additional pages as necessary).

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

**4.** Is Respondent authorized and/or licensed to do business in Texas?

Yes  No If “Yes”, list authorizations/licenses.

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

**5.** Where is the Respondent’s corporate headquarters located? \_\_\_\_\_

**6. Local/County Operation:** Does the Respondent have an office located in San Antonio, Texas?

Yes  No If “Yes”, respond to a and b below:

a. How long has the Respondent conducted business from its San Antonio office?

Years \_\_\_\_\_ Months \_\_\_\_\_

b. State the number of full-time employees at the San Antonio office.

If "No", indicate if Respondent has an office located within Bexar County, Texas:

Yes  No If "Yes", respond to c and d below:

c. How long has the Respondent conducted business from its Bexar County office?

Years \_\_\_\_\_ Months \_\_\_\_\_

d. State the number of full-time employees at the Bexar County office. \_\_\_\_\_

7. **Debarment/Suspension Information:** Has the Respondent or any of its principals been debarred or suspended from contracting with any public entity?

Yes  No If "Yes", identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension.

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

Are there any proceedings relating to the Business' responsibility, debarment, suspension, voluntary exclusion or qualification to receive a public contract?  Yes  No

If "Yes", state the name of the individual, organization contracted with and reason for proceedings.

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

8. **Surety Information:** Has the Respondent ever had a bond or surety canceled or forfeited?

Yes  No If "Yes", state the name of the bonding company, date, amount of bond and reason for such cancellation or forfeiture.

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

9. **Bankruptcy Information:** Has the Respondent ever been declared bankrupt or filed for protection from creditors under state or federal proceedings?

Yes  No If "Yes", state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets.

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

10. **Disciplinary Action:** Has the Respondent ever received any disciplinary action, or any pending disciplinary action, from any regulatory bodies or professional organizations?

Yes  No If "Yes", state the name of the regulatory body or professional organization, date and reason for disciplinary or impending disciplinary action.

\_\_\_\_\_

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**11. Previous Contracts:**

a. Has the Respondent ever failed to complete any contract awarded?

Yes  No      If "Yes", state the name of the organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.

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b. Has any officer or partner proposed for this assignment ever been an officer or partner of some other organization that failed to complete a contract?

Yes  No      If "Yes", state the name of the individual, organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.

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c. Has any officer or partner proposed for this assignment ever failed to complete a contract handled in his or her own name?

Yes  No      If "Yes", state the name of the individual, organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.

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Have liquidated damages or penalty provisions been assessed against the Business for failure to complete the work on time or for any other reason?       Yes  No

**12. Background Checks:** Has the Respondent completed criminal history background checks on all current employees?

Yes  No



## REFERENCES

Provide three (3) references that Respondent has provided services related to the RFP Scope of Services to within the past three (3) years. The contact person named should be familiar with the day-to-day management of the contract and be willing to respond to questions regarding the type, level, and quality of service provided.

### Reference No. 1:

Firm/Company Name \_\_\_\_\_

Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone No. \_\_\_\_\_ Email: \_\_\_\_\_

Date and Type of Service(s) Provided: \_\_\_\_\_

\_\_\_\_\_

### Reference No. 2:

Firm/Company Name \_\_\_\_\_

Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone No. \_\_\_\_\_ Email: \_\_\_\_\_

Date and Type of Service(s) Provided: \_\_\_\_\_

\_\_\_\_\_

### Reference No. 3:

Firm/Company Name \_\_\_\_\_

Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone No. \_\_\_\_\_ Email: \_\_\_\_\_

Date and Type of Service(s) Provided: \_\_\_\_\_

\_\_\_\_\_

## **RFP ATTACHMENT A, PART TWO**

### **EXPERIENCE, BACKGROUND, QUALIFICATIONS**

Prepare and submit narrative responses to address the following items. If Respondent is proposing as a team or joint venture, provide the same information for each member of the team or joint venture.

1. Background of Respondent and support personnel, including professional qualifications and length of time working in Respondent's capacity. Include résumés.
2. Relevant experience of Respondent as it relates to the scope of services contemplated by the RFP.
3. Specific experience with public/private entity clients.
4. Other resources, including total number of employees, number and location of offices, number and types of equipment available to support this project.
5. Identify the number and professional qualifications (to include licenses, certifications, associations) of staff to be assigned to the project and relevant experience on projects of similar size and scope.
6. State the primary work assignment and the percentage of time key personnel will devote to the project if awarded the contract.
7. Additional Information. Identify any additional skills, experiences, qualifications, and/or other relevant information about the Respondent's qualifications.
8. Brochures: Include brochures and other relevant information about Respondent you wish the CENTER to consider in its selection.

## RFP ATTACHMENT A, PART THREE

### PROPOSED PLAN

Prepare and submit the following items.

1. Provide a description of your firm's understanding of the project and a detailed scope of services. Discuss your firm's methodologies used and/or approaches taken. Indicate features, skills, and/or services which distinguish your firm and make it the better choice for the CENTER.
2. Provide Strategies and demonstrable results in developing and negotiating networks, discounts and companies underwriting lines of coverage.
3. Describe technology capabilities including electronic enrollment, claims processing, reporting and invoice reconciliation. Include information on any existing relationships with HRIS providers.
4. Provide implementation/conversion and enrollment process, timelines and resources, claims problem resolution procedures.
5. Describe capabilities and services available to help keep employer strategically positioned for changes in benefits legislation and proactively compliant.
6. Provide detailed description of qualifications, experience, ratings and administrative service capabilities of all parties potentially being recommended to participate in plan offerings.
7. Detail any litigation or investigation by a regulatory authority to which your firm and/or employees have been a party in the last three years related to the services solicited in this RFP (if none, please state so).
8. Indicate how the resources of your firm will be allocated for this project (e.g., number and type of personnel allocated by hours).
9. Technology Plan: The Respondent shall indicate how they will utilize technology to improve service and quality of their operations. Please also include your firm's capabilities for secure data transfer, including the name of software/system utilized. Please indicate if your firm's bi-direction transfer of data files is able to be completed directly with the CENTER'S benefits administration system, Munis.
10. Reporting Plan: The Respondent shall indicate how they will utilize reports to inform CENTER of metrics.
11. Provide a project schedule identifying start and end dates – include milestones, submittal of deliverables, and each task required for the successful and timely completion of the project.
12. What was your total self-funded enrollment in Texas as of:
  - January 1, 2021
  - January 1, 2022
  - January 1, 2023
13. How is large case management handled? Where is it located? What happens in case an employee needs to access care outside the network? Out of area?
14. The CENTER would like networks to have access to Centers of Excellence. How do you contract with the Centers? Through your own network or another type of arrangement? How will our employees access needed treatment?

### ***Membership/ Eligibility***

1. Please respond to the following questions regarding your eligibility system.
  - a. What data elements are stored? Required?

- b. Please briefly describe your disaster recovery plan.
2. How is the confidentiality of eligibility information secured? What data would be released to outside parties and under what circumstances?
  3. How does the computer system confirm/verify dependent eligibility?
  4. Will you agree to accept electronic data transmission?
    - a. What is your turnaround time for having eligibility updated data on file?
    - b. Is there a charge for the file feed?
  5. Will you feed eligibility files to the third-party Rx PBM, to ensure continuity of file data integrity?
  6. Please provide a copy of your standard eligibility layout. Will you accept a custom file format?

### ***Claims Administration***

1. What claim office (which city and state) would be responsible for administration of the CENTER'S plan?
  - a. Total number of processors, full vs. part-time (separately identify the number of supervisors).
  - b. Average length of service.
  - c. Experience required to be hired by your firm.
  - d. Rate of turnover of claims processors.
  - e. Average number of claims processed by a claims processor each day.
2. What claim administration services do you subcontract, if any? To whom?
3. Indicate the hours of operation for this office and the time zone in which they are based.
4. Is your claims system capable of administering reference-based pricing?
5. Does your system capture discharge diagnoses? If so, is this done routinely or only upon client request? Does your system capture discharge status? Will you be able to integrate this information into monthly high claim reports?
6. Provide your definition of medical claim payment turnaround time.
7. Will your firm provide external appeals services? If so, please indicate the pricing on a PEPM basis.
8. What percentage of claims do you audit each month? Describe the client specific audit process. Will you supply routine audit findings to the CENTER and SWBC?
9. If the CENTER elects to conduct a claim audit using third-party resources, what are your rules and criteria for allowing such an audit?
10. Indicate the claim processing accuracy rates for medical claims in the office that will administer the CENTER claims (definition follows):

“Overall claim accuracy rate” is defined as the number of claims processed accurately (financial and coding) divided by the total number of claims audited. “Financial accuracy rate” is the dollar amount of correctly paid claims (minus the absolute value sum of all dollar payment errors [over and underpayments] divided by the total dollars paid). “Procedural accuracy” rate is the number of claims processed accurately (excluding those with only financial errors) divided by the number of claims audited.

	Overall Claim Accuracy		Financial Accuracy		Procedural Accuracy	
	Target	Actual	Target	Actual	Target	Actual
4Q 2023						
3Q 2023						
2Q 2023						
1Q 2023						

11. Complete the following table by providing your claim turnaround standards for all claims and the performance over the most recent four quarters of the claim office you propose for processing the CENTER'S claims.

Standard	Performance				
	4Q 2023	3Q 2023	2Q 2023	1Q 2023	4Q 2022
Percent completed within 14 calendar days					
Percent completed within 30 calendar days					
Number of days' work on hand					

12. How is claim information accessed when employees make inquiries (e.g. by Social Security number, by employee name)? How are individual medical identification numbers assigned? Are they reflected on the member ID card
13. When are hospital precertification/concurrent review decisions made available to your claim processors? For example; are decisions input to your online claim system in real time (i.e., when the review work is being performed), or is this data input at a later date?
14. What percentage of your claims are received electronically? What percentage of your claims automatically adjudicates with no examiner involvement?
15. What procedures are in place to detect possible fraud by providers, employees or claims personnel?
16. Will your firm agree, if asked to do so, pend any claim payments above a pre-determined threshold until such time as the CENTER staff can review such payment? Doing so will not impact any performance guarantee calculations.
17. Do you have a person responsible for going after subrogation claims information and following up on subrogation reimbursement due to the plan sponsor? How are subrogation claims handled? Is there an additional fee?
18. Describe the appeal process of a contested claim.

**Member Services**

1. Do you have a separate customer service (CS) telephone unit to handle claim inquiries, or are they handled by the claim processors?
2. If you employ a separate CS unit, please respond to the following questions:
  - a. Will representatives be specifically assigned to handle CENTER clients? Will the CENTER HR staff have an assigned CS manager with whom they may contact daily if necessary?
  - b. Where is the member services unit located? (City/State)
  - c. Will back-up for overflow be provided?

- d. Will CS representatives assigned to the CENTER'S account have the ability to amend claim payments, up to a certain dollar threshold?
  - e. Are you able to construct a CS telephone response process that significantly limits the number of prompts that a member must make prior to reaching a live representative? Can they be eliminated entirely?
  - f. Will your organization agree to a dedicated CS team for the CENTER? If so, please describe its characteristics.
  - g. Is there an after-hours provision? If yes, please describe.
3. Do you currently have an Automatic Call Distribution (ACD) system at the location where you will handle The CENTER'S claims and inquiries? If yes, please provide the following:
    - a. Abandonment rate: Target\_\_\_\_\_ 2022 Actual\_\_\_\_\_
    - b. Average wait time: Target\_\_\_\_\_ 2022 Actual\_\_\_\_\_
    - c. Criteria used to determine average wait time (e.g., time on hold, from first ring, from fifth ring).
    - d. If you have a pre-recorded message, how long is it and is this time included in the average wait time?
  4. Do you conduct quality monitoring of telephone calls? Are you able to pull specific calls?
  5. What Information Services support does the customer service unit have? Do representatives have on-line access to claims information?
  6. Do you keep a log of participant complaints and how they were resolved?
  7. Will you agree to do so on an aggregate basis, reporting to the CENTER the findings each month?
  8. Will you agree to mail ID cards to the homes of plan members?
  9. Will you agree to a client specific toll-free number for claims/customer service?
  10. Is your automated answering (intake) system able to be configured so as to limit the number of prompts (or to bypass) that plan member must process through prior to obtaining a live CS agent?
  11. Is online and/or mobile access available to network provider listings and locations to assist members with provider selection?
  12. The CENTER would like you to survey our employees (not all employees each time) to monitor the employee's satisfaction with your product and service. What methods would you use to self-evaluate?
  13. The CENTER requires the right to approve any correspondence sent to our employees. Do you agree to the prior approval requirement?
  14. Is a nurse advisory toll-free number available? Is there any associated cost?
  15. The CENTER expects to be notified if a large provider group or a hospital in our service area drops out or joins the network. Will this present a problem?
  16. The CENTER holds annual open enrollment meetings, as well as new hire orientations throughout the year. It may be required that the winning Proposer be present to educate employees and answer questions. Please explain how your firm will accomplish this.

### ***Utilization Management***

1. Please provide a brief description of UM systems including:
  - a. Hospital admissions pre-certification, including basis for approving confinements

- b. Outpatient services pre-certification, including procedures
  - c. Ancillary services pre-certification, including procedures
  - d. Inpatient concurrent management (indicate if on-site or by phone)
  - e. Inpatient ease management (indicate if on-site or by phone)
  - f. Discharge planning
2. Explain the criteria and process employed to identify medical/surgical/OB case management situations.
  3. Briefly describe the role, availability (hours on-site per week) and type/extent of interaction between review nurses and physician advisors during pre-admission certification and case management review activities.
  4. Please briefly explain how you assist your clients in early identification and involvement in high cost/long-term cases.
  5. Do you provide on-site case management services?
  6. Provide the UM results for your commercial book of business, excluding retirees, for your Texas book of business:

	Admissions Per 1,000		Days Per 1,000		Average Length of Stay	
	Target	Actual	Target	Actual	Target	Actual
2023						
2022						
2021						

### ***Disease Management***

The CENTER currently uses United Healthcare for Disease/Case Management (DM) and contemplates using your integrated services for the same if selected. Please attach your DM literature to the RFP. Note that specific disease states not covered in your base ASO fee (sec rate page) must be noted and priced separately.

1. How will you work with The CENTER'S possible on-site employee clinic to help identify and refer participants to your disease management programs?
2. Please explain your disease management programs. Are these programs provided at an added cost? Which diseases do you target? What is the expected plan benefit and savings? How are savings identified and shared with policyholders? How do you determine which members are "at-risk". Is this integrated with your claims system? Stop Loss carriers? RX vendor? Do you provide on-line Health Risk Assessments at no additional cost? If so, does the assessment feed into your disease management program?

### ***Wellness***

1. What services does your firm provide with respect to Population Wellness? Describe how your firm will assist, design and produce custom wellness communications material specific to CENTER programs.
2. If a third-party vendor is utilized for wellness, please identify the organizations and the services outsourced and how you integrate them into your services. Please attach literature to the RFP. Please indicate if there is an additional fee and what is included in that fee.
3. Does your firm have a dedicated wellness design and implementation team? Are services of that person or team included in your fee? If not, what is the fee?
4. Describe your firm's wellness coaching program. Please attach any literature to the RFP.
5. Describe your firm's Onsite Biometric Screening capabilities. Please attach any applicable literature to the RFP.

6. Do you have or partner with an organization for Health Risk Assessment (HRA)? If so, can employees complete online, telephonic or paper? Please provide a copy. Can you track employee participation? How? How is data from the HRA aggregated?
7. If HRA data indicates two (2) or more risk factors, what wellness coaching options are available to the employee?
8. Please provide a suggested plan or sample plan you have used for other employers' wellness program initiatives. Are there additional services available for an additional cost? If so, please describe.
9. Please provide additional information for any other wellness program features or incentives that set your firm apart from its competitors.

### ***Pharmacy Program***

The CENTER may choose to contract directly for a pharmacy plan with a pharmacy benefit manager. A quality network of pharmacies in the San Antonio and surrounding areas, as well as quality administration of the pharmacy plan is of prime concern. With pharmacy costs rising, The CENTER is looking for a vendor to partner with to help control escalating costs and high utilization. We are interested in a long-term relationship with a Pharmacy Benefit Manager (PBM) that fits our needs. The CENTER reserves the right to review, negotiate, accept in part, or reject in part any provision of the PBM contract prior to January 1, 2026.

### **Questionnaire:**

1. Please describe your retail pharmacy network including its relationship to you (e.g. owned or leased)?
2. Please describe your relationship with the specialty pharmacy network you use.
3. Is the PBM owned by a pharmacy manufacturer, if so, who?
4. Please confirm that prescription drugs prescribed by any licensed health care provider, including a dentist, is covered by the pharmacy program.
5. Which nationally recognized pharmacies are in your network and what is their contracting arrangement? Do you have smaller/performance networks that provide a lower cost? If so, please describe?
6. Does the pharmacy plan proposed use a formulary or preferred-drug list? If so, how do you determine what drugs are on the formulary or preferred drug list?
7. What quantity is Average Wholesale Price (AWP) based on for mail order?
8. How are manufacturer rebates handled? Will the CENTER share in the rebates? If so, what percentage? Can you offset your medical administration fee if you maintain the rebates?
9. If a formulary is proposed, what are the average savings a group the size and composition of the CENTER might expect? Can this formulary be modified?
10. What is the process for an override or an exception?
11. Do you offer a mail order prescription drug program? If so, do you own your mail order facility? Where is the mail order facility located that would service employees in Texas?
12. What is the average turnaround time for mail order pharmacy?
13. Can mail order prescriptions be ordered on-line?
14. Do you offer alternatives in the pharmacy program (i.e. step therapy or mandatory generic) that can help control or reduce the plan costs? If so, please provide details and approximate savings for each feature.
15. Please explain your Drug Utilization Review process for these programs:
  - a. Prospective
  - b. Concurrent
  - c. Retrospective



16. You may be requested to attend annual open enrollments to help educate our employees in the best way to access services from the PBM. Would this present a problem?
17. Please submit a sample of your standard reporting package. Please submit a sample of non- standard reports that are available, and any associated costs, and how these are requested.
18. Please describe how average wholesale price is calculated.
19. Is there any case management to help avoid over utilization at different pharmacies, etc?

**Information Tracking and Reporting**

In this section, please respond to the data and reporting questions. Please identify any additional costs for special reports. the CENTER expects that the selected vendor will fully cooperate in providing any and all relevant claim, financial and utilization data for the Plan.

1. Please indicate if you can supply reports per the description provided. Please complete Frequency and Costs. Reporting is required no less than monthly, with semi-annual and annual consolidated reporting required.

Type of Report	Frequency and Training	Additional Cost (if any)
Physician Office Visit Utilization		
Emergency Room Utilization		
Utilization and Cost by Cause		
Payment Amounts by Dollar Range		
Paid Amounts by MDC		
Lifestyle Related Claims by Category and Patient Relation		
Inpatient/Outpatient Statistics by Provider Type		
Inpatient Service Profile		
Outpatient Service Profile		
Inpatient Hospital Networks Statistics - Excluding Outliers		
Network Discounts and Dollar penetration		
Top 25 Hospital Provider Ranked by Total Paid		
Top 50 Utilized Primary Care Physicians		
Data noted above by product and dependent type		
Domestic utilization and cost data		

2. Please complete the following table standard management reports that you would provide the CENTER. Describe the purpose of each report and provide sample copies to each report listed.

Type of Report	Frequency and Training	Additional Cost (if any)
HCM report >\$25K (age/sex/relationship/paid amount, open/closed, primary diagnosis, product type)		
Subrogation Report		
ESRD report (including Medicare eligibility date)		
Membership/Subscriber report by month		
Medical/Capitation/ASO (fees) claims by month		

3. Can you generate ad hoc reports at the CENTER’S request? If so, please respond to the following as they relate to your reporting capabilities:

- a. Data elements captured by your system.
  - b. Do you limit access to any data elements?
  - c. How many months of historical data are accessible?
  - d. Provide your charge schedule for producing ad hoc reports.
  - e. Are you able to provide reports by individual subgroup?
4. Are you capable of providing the CENTER and SWBC with the ability to make ad hoc queries?
  5. What standard UM reports are provided? How long do these reports take to produce? Include examples of these reports.
  6. Do you offer advanced claim reporting/predictive modeling? If so, will the CENTER and SWBC have direct access to these analytic tools?

### ***Billing/Claim Funding***

1. Describe your typical banking arrangements for a self-insured client, including any advance funding requirements and funding deadlines.
2. Walk through a typical claim funding week, including a description of funding to claims timing and stop-loss funding (if offered in conjunction with your ASO products).
3. Is your system set up to automatically pend stop loss claims, so an audit can be performed prior to issuing the check? What is the turnaround time for this to happen?

### ***Performance Guarantees / Financial Proposal:***

The CENTER is committed to providing an exceptional level of service to plan participants. The CENTER will require the selected vendor partners to agree to performance guarantees as part of the administrative agreement. The amount at risk will be equal to a fixed percentage of administrative base fees. Exact terms will be determined during finalist interviews.

1. Please indicate your willingness to place a fixed percentage of your ASO base fee at risk against mutually agreed upon performance standards. What percentage of your fee are you willing to put at risk?

**The CENTER is seeking a TPA/carrier and ancillary vendors that will partner with them on true cost containment for their program. The CENTER is requesting a trend guarantee / shared savings agreement be provided as part of your proposal, centered on a PMPM medical target, with meaningful financial incentives being placed at risk during each year of the proposed three-year contract.**

Additional Information - Provide any additional plans and/or relevant information about Respondent's approach to providing the required services.

## **RFP ATTACHMENT B**

### **PRICE SCHEDULE**

The proposal should include all fees to provide services listed in this RFP.

NOTE: The Center does not pay sales or use tax and such taxes cannot be passed on to the CENTER in any form. Please note that proposals should be net of commissions for all lines of coverage.

The CENTER has posted the Price Schedule as an editable Excel document on its Contracting Opportunities page located at <https://www.chcsbc.org/contracting-opportunities/>.

**RFP ATTACHMENT C**

**SIGNATURE PAGE**

I, individually and on behalf of the business named above, do by my signature below certify that the information provided in this questionnaire is true and correct and I am authorized to bind the Proposer contractually. I understand that if the information provided herein contains any false statements or any misrepresentations: 1) The CENTER will have the grounds to terminate any or all contracts which the CENTER has or may have with the business; 2) The CENTER may disqualify the business named above from consideration for contracts and may remove the business from the CENTER'S bidders list; or/and 3) The CENTER may have grounds for initiating legal action under federal, state, or local law. The signatory below is

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature of Owner  
(Owner, CEO, President, Majority Stockholder or  
Designated Representative)

\_\_\_\_\_  
Date

**RFP ATTACHMENT D**

**PROPOSAL CHECKLIST**

Use this checklist to ensure that all required documents have been included in the proposal and appear in the correct order.

Document	Initial to Indicate Document is Attached to Proposal
Table of Contents	
Executive Summary	
Assurances	
General Information and References RFP Attachment A, Part One	
Experience, Background & Qualifications RFP Attachment A, Part Two	
Proposed Plan RFP Attachment A, Part Three	
Pricing Schedule RFP Attachment B	
Proof of Insurability - Submit Copy of Current Certificate of Insurance	
*Signature Page RFP Attachment C	
Proposal Checklist RFP Attachment D	
One (1) Original, ten (10) copies and two (1) USB with entire proposal in Microsoft Word or PDF format	

**\*Documents marked with an asterisk on this checklist require a signature. Be sure they are signed prior to submittal of proposal.**