

REQUEST FOR PROPOSALS

HIDALGO COUNTY
“THIRD PARTY ADMINISTRATION, INDIVIDUAL STOP LOSS FOR SELF-
FUNDED MEDICAL PLAN, GROUP TERM LIFE AND ACCODENTAL DEATH &
DISMEMBERMENT”

ACCEPTANCE DATE

JULY 24, 2019

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281
Edinburg, Texas 78539
(956) 318-2626



Form HCPD-04

- 1) Sealed proposals w/qualifications will be received for “Hidalgo County – Third Party Administration, Individual Stop Loss for Self-Funded Medical Plan, Group Term Life and Accidental Death & Dismemberment”, in accordance with the requirements attached hereto as Exhibit "A." Proposals should address all requirements set forth. Proposers (may also be referred to as proposer, bidder, contractor or vendors) may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall proposal.
- 2) One (1) original, three (3) copies, and three (3) USB's/CD's in pdf format of all RFPs are required, with the vendor's name and address clearly typed/printed on upper left-hand corner and the proper notation clearly typed/printed on the lower left-hand corner of the envelope and/or package, RFP No.: 2019-225-07-24-YZV Hidalgo County “Third Party Administration, Individual Stop Loss for Self-Funded Medical Plan, Group Term Life and Accidental Death & Dismemberment” and in County's Purchasing Department, physical address: 2802 S. Business Hwy. 281; mailing address: 2812 S. Hwy. Business 281, Edinburg, Texas, on or before 9:30 a.m., Wednesday, JULY 24, 2019.

No facsimiles, emails or late arrivals will be accepted. Any RFP received after that time will not be opened and will be returned. Overnight mail must also be properly labeled on the outside of express envelope or package with reference to RFP No.: 2019-225-07-24-YZV-Hidalgo County- Third Party Administration, Individual Stop Loss for Self-Funded Medical Plan, Group Term Life and Accidental Death & Dismemberment”.

Hidalgo County reserves the right to refuse and reject any/all proposals and to waive any/all formalities or technicalities or to accept the proposal considered the best and most advantageous to Hidalgo County.

Additionally, all forms listed below must be properly executed and included with your RFP:

1. Legal Notice (See page 9);
 2. Insurance pages with Acknowledgment Forms (See Exhibit “C”);
 3. Form CIQ-Conflict of Interest Questionnaire (See Exhibit “D”);
 4. Vendor Bidder Application & W-9 forms (See Exhibit “E”);
 5. Certification Regarding Debarment (See Exhibit “F”);
 6. (If applicable) – Required Contract Clauses for Contracts Under Federal Award-2CFR 20, Appendix II & FEMA (See Exhibit “H”);
 7. Proposer’s Affidavit (See Exhibit “J”); and
 8. SAMS.gov Registration Acknowledgement (See Number 18 below).
- 3) Hidalgo County reserves the right to A. separate and accept, or eliminate any item(s) listed under this proposal that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all proposals submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal for approval. Receipt of any proposal shall under no circumstances obligate County to accept the lowest dollar proposal and; C. Award of this contract shall be made to the responsible offeror whose proposal is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.
 - 4) Failure of the delivered item(s) to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible proposer or to reject all proposals and re-advertise.
 - 5) For work to be performed at a County owned or operated location, each proposer shall, in its sole discretion, visit the job site before preparing the proposal and thoroughly familiarize himself/herself with existing conditions. Proposer should take field dimensions and note all circumstances which affect the dollar amount of the proposal.

- 6) Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, proposers are required to include illustrations, specifications, explanation of warranties, and service data with their proposal including catalogue numbers and any necessary references.
- 7) Proposed prices are to remain firm for a minimum of ninety (90) days after priced proposal opening.
- 8) County reserves the right to accept or reject any or all proposals.
- 9) Any interpretations, amendments, corrections or changes to this proposal document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Proposals. Proposers shall acknowledge receipt of all addenda as a part of their proposal.
- 10) Costs are to be net F.O.B., County Prepaid.
- 11) County is exempt from Federal Excise Tax, State Tax, and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.
- 12) Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a proposal or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.
- 13) **DELIVERY INSTRUCTIONS:**
 - No deliveries accepted after 3:00 P.M., Monday-Friday.
 - At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, CPPB, Purchasing Agent before delivery will be accepted.
 - If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, CPPB, Purchasing Agent
(956) 318-2626

14) **BILLING AND PAYMENT INSTRUCTIONS**

- Invoices must include:
 - a) Name and address of successful proposer
 - b) Name and address of receiving department or official
 - c) Purchase Order Number and Contract Number (if any)
 - d) Notation -“Hidalgo County- Third Party Administration, Individual Stop Loss for Self-Funded Medical Plan, group Term Life and Accidental Death & Dismemberment ”
 - e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
- Discount payments will be considered when offered.
- Contact person for Billing and Payment questions:

Hidalgo County Auditor's Office

2808 S. Business Hwy. 281
Edinburg, TX 78539
(956) 318-2511

15) **SCHEDULE OF EVENTS**

Proposal Acceptance Date Opening, 9:30 A.M. July 24, 2019
Award of Contract: _____
Commence Service or Products: _____

16) **HIDALGO COUNTY HOLIDAYS:**

2019 YEAR	
New Year's Day	01/01/19
Martin Luther King Day	01/21/19
President's Day	02/18/19
Good Friday	04/19/19
Memorial Day	05/27/19
Independence Day	07/04/19
Labor Day	09/02/19
Columbus Day	10/14/19
Veteran's Day	11/11/19
Thanksgiving Day	11/28/19-11/29/19
Christmas Day	12/24/19-12/25/19
New Year's Eve	12/31/19

17) **BID OR PERFORMANCE BOND AND DEBARMENT CERTIFICATION; PAYMENT UNDER CONTRACT**

- If the contract proposed is for the construction of public works or is for a contract for goods and services exceeding \$100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed by a surety company authorized to do business in Texas.
- Together with the signing of a contract or issuance of a purchase order following the acceptance of a proposal, and prior to commencement of the actual work, the proposer shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds \$50,000.
- If the contract is for \$50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.
- If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars (\$25,000.00), as required by Tex. Govt. Code Ch. 2253.
- For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

- All respondents are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CRF76. Register at SAMs System for Award Management @ www.sam.gov

18. **TITLE VI NOTICE/ NONDISCRIMINATION**

- a) By submitting a bid, the bidder certifies that it will comply with the following nondiscrimination statutes and their implementing regulations. Title VI of the Civil Rights Act of 1964, as amended (78 Stat.252, 42 U.S.C. §§2000d to 2000d-4) provides that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives Federal financial assistance. Title VI has been broadened by related statutes, regulations and executive orders as found in Appendices “A” through “E” as delineated in the USDOT Standard Title VI/Non-Discrimination Assurances-Specific Assurances to prohibit discrimination on other grounds including, but not limited to, religion, sex, age, and disability. (Title VI-Appendices “A” through “E”) are hereby attached as **Exhibit “G”**. The County’s entire Title VI policy may be found at <https://www.hidalgocounty.us/2071/Title-VINondiscrimination-Plan> and is hereby incorporated by reference.
- b) The following required statement and the applicable provisions of the Title VI Appendices “A” through “E” expanding these protections to the categories described herein are hereby incorporated by reference as applicable.
 - “The County of Hidalgo, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat.252, 42 U.S.C. §§2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award”.
- c) The bidder will attach all applicable notices, including those referenced in Title VI – Appendices “A” through “E”, to which it is obligated to provide or submit as part of the bid.
 - If applicable, Form FHWA 1273 – “*Required Contract Provisions Federal-Aid Construction Contracts*”, must be physically attached to certain Federal-aid construction contracts. A contractor (or subcontractor) is required to insert Form FHWA 1273 in each subcontract and all lower tier subcontracts. Form FHWA 1273 is attached as **Exhibit “I”**, and, if applicable, its provisions are incorporated in and made part of the contract entered into between the County and the successful respondent related to the present procurement.

19) **ETHICAL STANDARDS**

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.
- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or

any person associated therewith, as an inducement for the award of a subcontract or order.

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

- **NOTICE:**

ALL COMMUNICATIONS BY A VENDOR TO THE COUNTY, ITS OFFICIALS, AND DEPARTMENT HEADS REGARDING THIS PROCUREMENT SHALL BE DONE THROUGH THE HIDALGO COUNTY PURCHASING DEPARTMENT.

No vendor, its representative, agent, or employee shall engage in private communication with a member of the Hidalgo County Commissioners Court or county department heads regarding any procurement of goods or services by the County from the date that the bid, RFP, or RFQ is released. No private communication regarding the purchase shall be permitted until the procurement process is complete and a purchase order is granted or a contract is entered into. Members of the commissioner's court are required to make a reasonable effort to inform themselves regarding potential procurements and have a duty to inquire of vendors, their representatives or employees, the nature of any private communication being sought prior to engaging in any communication. "Private Communication" means communication with any vendor outside of a posted meeting of the governing body, a regular meeting of a standing or appointed committee, or negotiation with a vendor which has been specifically authorized by the governing body.

20) DISCLOSURE OF CONFLICT OF INTEREST

- Effective January 1, 2016, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit "D", the vendor, person consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful Proposer fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

If applicable Complete Form CIQ must be submitted to the Hidalgo County Clerk's Office located at 100 North Clossner, Edinburg, Texas 78539-Hidalgo County Courthouse.

COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE PROPOSER. QUESTIONS REGARDING COMPLIANCE SHOULD BE DIRECTED TO YOUR LEGAL COUNSEL.

21) CERTIFICATE OF INTERESTED PARTIES (FORM HB1295)

- As of January 1, 2016, to comply with Texas Government Code Section §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, Section 46.1, 46.3 and 46.5 of the Texas Administrative Code, we have updated and revised our RFP packet. In accordance with these requirements, a business must submit a completed Certificate of Interested Parties Form 1295 to the County before the County may enter into a contract with the business entity. In box 3 of Form 1295, you will provide the RFP Project No. (2019-225), as shown on the packet. Once completed and filed with the Texas Ethics Commission, Form 1295 must be printed, filled out, signed and submitted to our office via email to yolanda.velasquez@co.hidalgo.tx.us. Hidalgo County cannot enter into a contract until Form 1295 is submitted, therefore, failure to timely submit a completed Form 1295 may result in the delay of award. Full instructions for completion and submittal of Form 1295 may be found on the Texas Ethics Commission website:

THE AWARDED VENDOR WILL HAVE THIRTY (30) DAYS FROM THE DATE THE HIDALGO COUNTY COMMISSIONER'S COURT APPROVES THIS AGREEMENT, TO SUBMIT THE SIGNED FORM 1295. HIDALGO COUNTY CANNOT ENTER INTO A CONTRACT UNTIL FORM 1295 IS SUBMITTED.

- 22) If during the life of any contract or proposal awarded, the successful proposer's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.
- 23) Proposals and all goods and services provided thereunder shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.
- 24) Minimum Standards for Responsible Prospective Proposers: A prospective proposer must affirmatively demonstrate proposer's responsibility. A prospective proposer, by submitting a proposal, represents to County that it meets the following requirements:
- Possess or is able to obtain adequate financial resources as required to perform under the proposal;
 - Be able to comply with the required or proposed delivery schedule;
 - Have a satisfactory record of performance;
 - Have a satisfactory record of integrity and ethics;
 - Be otherwise qualified and eligible to receive an award.
- 25) Successful proposer will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful proposers' officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.
- 26) Any contract award to a successful proposer will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.
- 27) County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County. In the event of breach or default by successful proposer; County reserves the right to terminate any contract immediately in the event a successful proposer fails to:
- A. Meet schedules;
 - B. Pay any required fees or taxes; or
 - C. Otherwise, perform in accordance with the requirements.
- 28) **Successful proposer shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful proposer, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful proposer indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful proposer shall pay any judgment with costs which may be obtained against County**

growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful proposer's indemnity hereunder shall include but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods or services provided by successful proposer.

- 29) Successful proposer shall warrant that all items/services shall conform to the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Proposals shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful proposer within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.
- 30) This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas and will be performable exclusively in Hidalgo County, Texas.
- 31) The successful proposer shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.
- 32) Proposers shall provide with the proposal response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.
- 33) CONTRACTS SUBJECT TO FEDERAL AWARD:
- The procurement standards of 2 CFR, Part 200, including, but not limited to 2 CFR 200.317-200.326, and applicable Hidalgo County Purchasing Policy (found at <https://www.hidalgocounty.us/805/County-Administrative-Policies>) address the County's requirements, as a non-Federal entity, in regards to contracts it enters into that are subject to federal award. Pursuant to 2 CFR 200.236, the County, as a non-Federal entity, is required to include into contracts subject to federal award, the applicable provisions and contract clauses described in Appendix II to 2 CFR 200, the provisions of Appendix II to 2 CFR 200 and the required contract clauses found in **Exhibit "H"** are incorporated by reference, whether specified explicitly or not, as part of this procurement packet and any resulting agreement.
 - In addition, should the County's contracts under Federal award be subject to assistance from the Federal Emergency Management Agency (FEMA), FEMA requires the inclusion of contract terms in addition to those under Appendix II to 2 CFR 200. **If applicable**, the additional contract clauses required by FEMA are found in **Exhibit "H"** and incorporated by reference, whether specified explicitly or not, as part of this procurement packet and any resulting agreement. Should the contract be subject to assistance from FEMA, it is the County's intention to comply with FEMA requirements; therefore, any conflict in terms should be resolved as such.
 - **If applicable**, in accordance with 2 CFR 200.319, Contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. (See 2 CFR 200.219). Additionally, Hidalgo County policy provides that for federal road projects, engineers, engineering firms, and/or a subsidiary, affiliate, or a consultant of the engineer or engineering firm who has received compensation from the County, that assist in the development of, or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals, will be excluded from competing for such procurements (i.e...subsequent construction engineering/management and/or inspection/testing) for all other phases of the project. (See Hidalgo County Policy: "*Procedures for Selection and Contracting of Professional Service Providers for Federal Road Projects*" found at <https://www.hidalgocounty.us/805/County-Administrative-Policies>, which, if applicable, is incorporated by reference, whether specified explicitly or not, as part of this procurement packet

and any resulting agreement for all purposes).

34) HISTORICALLY UNDERUTILIZED BUSINESS/DISADVANTAGED BUSINESS ENTERPRISES:

The County is committed to ensuring that Historically Underutilized Businesses (HUB) and Disadvantaged Business Enterprises (DBE) such as small business enterprises (SBE), minority and women-owned business enterprises (MWBE) receive a fair and equal opportunity for participation in the County's procurement process. The County encourages the use of these enterprises both as prime and subcontractors. (See **Exhibit "E"** for requirements).

When federal funds are expended by the County, the County will take affirmative steps set forth in 2 CFR 200.321 to assure that small, minority, women-owned businesses and labor surplus area owned firms are used when possible. Pursuant to 2 CFR 321, the County requires that a prime contractor who uses sub-contractors take affirmative steps set forth in 2 CFR 200.321, including:

- a) Placing qualified small and minority business and women's business enterprises on solicitation lists;
- b) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- d) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- e) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Nothing in this section is to be construed to require the County to award a contract other than as required by law and Hidalgo County policies and procedures.

- 35) Respondents must provide all applicable documentation requested with this Proposal in their response. Failure to provide this information may result in rejection of the qualification as non-conforming.

REQUEST FOR PROPOSAL LEGAL NOTICE

for

HIDALGO COUNTY

Third Party Administration, Individual Stop Loss for Self-Funded Medical Plan, Group Term Life and Accidental Death & Dismemberment ""

RFP No.: 2019-225-07-24-YZV

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281
Mailing/US Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

In accordance with the Requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned proposer proposes and commits to furnish all labor, equipment, material, software, and services as set forth in the documents hereinbefore mentioned. The undersigned proposer further agrees, upon acceptance of its proposal, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Proposer acknowledges receipt of all of the pages of the documents referenced in the Request for Proposal Checklist presented in connection with this procurement. Proposer understands that Hidalgo County reserves the right to reject any or all proposals and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal.

Proposer agrees that this proposal shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving proposals, as contained in the Requirements.

Respectfully submitted,

FIRM: _____

ADDRESS: _____

BY: _____
PRINT
NAME: _____

TITLE: _____

REQUEST FOR PROPOSAL
**“THIRD PARTY ADMINISTRATION, INDIVIDUAL STOP LOSS FOR SELF-FUNDED
MEDICAL PLAN, GROUP TERM LIFE AND ACCIDENTAL DEATH & DISMEMBERMENT”**
RFP NO: 2019-225-07-24-YZV
EXHIBIT A

OVERVIEW:

The County of Hidalgo is seeking to engage Proposer’s to furnish benefits for the **“Third Party Administration, Individual Stop Loss For Self-Funded Medical Plan, Group Term Life And Accidental Death & Dismemberment”** offered by Hidalgo County to its employees and the employees’ dependents. This process includes a Request for Proposal for **“Third Party Administration, Individual Stop Loss For Self-Funded Medical Plan, Group Term Life And Accidental Death & Dismemberment”** Coverage. The Hidalgo County Purchasing Department will receive sealed envelopes containing proposals for the provision of fully **“Third Party Administration, Individual Stop Loss For Self-Funded Medical Plan, Group Term Life And Accidental Death & Dismemberment”** Coverage as specified herein. Sealed proposals will be accepted until **9:30 A.M., Wednesday, July 24, 2019. ANY RFP RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.**

The Hidalgo County Drainage District No. 1 Board of Director’s may, at their option, utilize the **“Third Party Administration, Individual Stop Loss For Self-Funded Medical Plan, Group Term Life And Accidental Death & Dismemberment”** Provider(s) selected by Hidalgo County For Hidalgo County Drainage District No. 1. Should the Board of Director’s of Hidalgo County Drainage District No. 1 decide the firm selected as the Provider is the same as the one selected by Hidalgo County, the Provider shall offer Hidalgo County Drainage District No. 1 the same terms and provisions as it offer s Hidalgo County.

The Hidalgo County Appraisal District Board of Directors may, at their option, utilize the **“Third Party Administration, Individual Stop Loss for Self-Funded Medical Plan, Group Term Life And Accidental Death & Dismemberment”** Provider(s) selected by Hidalgo County For Hidalgo County Appraisal District. Should the Board of Director’s of Hidalgo County Appraisal District decide the firm selected as the Provider is the same as the one selected by Hidalgo County, the Provider shall offer Hidalgo County Appraisal District the same terms and provisions as it offer s Hidalgo County.

Deliver Submittal to:

RFP NO: 2019-225-07-24-YZV
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 South Hwy. 281
Hidalgo County New Administration Building
Edinburg, Texas 78539

The Submittal Envelope Must Show:

RFP NO.: 2019-225-07-24-YZV
**“THIRD PARTY ADMINISTRATION, INDIVIDUAL STOP LOSS FOR SELF-FUNDED MEDICAL
PLAN, GROUP TERM LIFE AND ACCIDENTAL DEATH & DISMEMBERMENT”**

The following outlines the Request for Proposal:

SECTION I - GENERAL TERMS AND CONDITIONS

INQUIRIES/QUESTIONS:

Hidalgo County is requesting that sealed proposals be routed to Martha L. Salazar, CPPB, Purchasing Agent, at 2802 South Hwy. 281, at Hidalgo County New Administration Building, Edinburg, Texas 78539. All inquiries must be directed to Hidalgo County Purchasing Agent, Martha L. Salazar. Hidalgo County Health Benefits Consultants, Alamo Insurance will assist Hidalgo County in addressing any and all inquiries. All responses will be distributed through Hidalgo County Purchasing Department. Proposers are not to directly contact Hidalgo County Health Benefits Consultant except through the Hidalgo County Purchasing Department.

WRITTEN QUESTIONS WILL BE ACCEPTED VIA EMAIL TO:
yolanda.velasquez@co.hidalgo.tx.us BY NO LATER THAN **Tuesday, July 09, 2019** at 5:00 P.M. Responses will be sent to all applicants via email by **Thursday, July 11, 2019**
TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

Any interpretation of the Request for Proposal, if made, will be made only by Addendum duly issued. A copy of such Addendum will be mailed or delivered to each person receiving the Request for Proposal. Hidalgo County will not be responsible for any other explanation or interpretation of the proposal made or given prior to the award of the contract. Any objections to the specifications or requirements as set forth in this Request for Proposal must be filed in writing.

Any deviation for the specifications set forth herein must be clearly pointed out; otherwise it will be considered that services proposed are in strict compliance with these specifications and the successful proposer will be held responsible thereof. Deviations shall be explained in detail. Proposers are to furnish all information requested in the Request for Proposal. Proposals not in compliance with these requirements may be subject to rejection. The contractor agrees to protect the County from claims involving infringement of patents or copyrights.

PROPOSER'S AFFIDAVIT:

Prior Contract award, respondents to this RFP must submit a signed Proposer's Affidavit (attached herein in **Exhibit E**) certifying that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION:

Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT:

Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF BIDS:

Hidalgo County's Purchasing Department will not accept telegraphic submissions. We request one (1) original, three (3) hardcopies and three (3) USB's in PDF format of all RFPs response.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:

Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the submitter's ability.

SUBMITTER DEFAULT:

Hidalgo County reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting submitter responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:

It is the responsibility of the submitter to review the Request for Proposal (RFP) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or proposers procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

HAND DELIVERED PROPOSALS:

Hidalgo County requires submitters, when hand delivering proposals, to make sure that it is stamped with date and time by the County Purchasing Staff.

SIGNING OF PROPOSALS:

In order to be considered all submittals **must** be signed. **Please sign the original in blue ink.**

WAIVING OF INFORMALITIES:

Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING:

The successful submitter **may not** subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

DURATION OF CONTRACT: **Effective date to commence is January 1, 2020.** The term of the contract is for a **Three (3) year period**, with County's option to renew on one of the following basis;

- Fixed Price for the Three (3) year period, or
- Two (2) Annual renewal adjustments determined by formula at the time the contract is awarded; or
- One (1) year contract with Two (2) annual renewal option for rate and premiums deemed to be favorable to Hidalgo County. Rates to be firm by October 1, (90 days) prior to anniversary date.

DAVIS BACON ACT: (If applicable)

All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing specifications.

ADDITIONAL INFORMATION TO TERMS AND CONDITIONS:

All costs and expenses with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the proposer and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.

Any contract awarded to a successful proposer will be in effect until (a) the contract expires, (b) delivery and acceptance of products and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

Section1: RFP REQUIREMENTS

REQUEST FOR PROPOSALS:

The required contents and limitations for the preparation of the RFP are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFP.

Proposers should apprise themselves of all available information. Proposers shall thoroughly examine the specifications, the schedule and all other contract documents.

Proposals should be in conformance with the specifications. Care should be taken to match the requested plan designs as closely as possible. The Request for Proposal specifications are not intended to be restrictive, but Proposals, not in conformance to the specifications, will not be considered unless such nonconformance is explained in detail. General discussion and plan comparison of competing proposals will be in regards to the specified in-force benefits.

Due care has been exercised in the preparation of these specifications, and the information is believed to be substantially correct. However, the responsibility for verification of all information presented herein shall rest solely on the proposer.

CONTENTS:

1. Conditions of Proposal
 - a. All information required by the proposal form shall be furnished.
 - b. Specification price sheets in **Exhibit A-1**. Specifications and information necessary to complete the Request for Proposal are included in the attachments provided. Review all attachments and incorporate the required items with your submission. Failure to do so may cause your response to be considered incomplete.
 - c. Alternate Proposal- Request for Proposal. Alternate Proposals will be considered. All alternate Proposals should be clearly marked "ALTERNATE PLAN I, ALTERNATE PLAN II., etc." Offerers are encouraged to be creative and to present their most competitive coverage and pricing Proposal.
 - d. The County reserves the right to revise and amend the specifications prior to the date set for the opening. Such revisions or amendments, if any will be announced by addenda or amendments to these specifications. Copies of these addenda so issued will be furnished to all prospective proposers.
 - e. **If you consider any portion of your proposal to be confidential information and that disclosure of its contents to competing proposers would be detrimental to your company, clearly identify those portions. It is the responsibility of the responding party to**

separate information it considers to be confidential and to place such confidential information on separate sheets of paper, each clearly labeled “CONFIDENTIAL”. The identified portions will be protected from disclosure to the extent possible under the law.

- f. Proposals will be opened so as to avoid disclosure of contents to competing proposers, and not be made public during the process of negotiation. However, all Proposals shall be opened for public inspection after the award to of the contract, except for any bonafide secrets and/or confidential information contained in the proposal and identified as such.
- g. Clarification of Objections to Proposal Requirements.
All such requests for information can only be made in writing sent by email on or before the deadline of **JULY 09, 2019** to:

Martha L Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
C/O Email to: yolanda.velasquez@co.hidalgo.tx.us

The required contents for the RFP are presented below in the order they should be incorporated into the submitted document.

UNDERSTANDING OF THE PROJECT:

This section should demonstrate the proposers understanding of the project needs, the work required, and any local issues or concerns. Briefly explain how long you have been organized and your corporate business objectives. Explain how long you have been in business. This description should be concise, candid, and limited to 3 pages in length.

PERSONNEL AND STAFFING:

The proposers should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided. Information regarding the firm’s credentials, education and experience with other government entities is required and will be scored accordingly during the evaluation process.

REQUIRED CERTIFICATES AND SUBMITTAL:

This section will contain any licenses, registrations and certifications as required by the STATE OF TEXAS and HIDALGO COUNTY that you possess that deem you as a qualified provider.

If proposer/company cannot meet any of the following services/responsibilities, such exceptions must be noted on the company’s cover letter.

NUMBER OF COPIES TO BE SUBMITTED:

Hidalgo County requires one (1) original submittal, three (3) copies and three (3) RFP submittal on a USB in PDF Format.

SECTION III – RFP SELECTION AND SCHEDULES

SELECTION PROCEDURES: The RFP shall be submitted according to the schedule below. The County of Hidalgo is not required to select the proposal with the lowest rates, fees, but shall take into consideration other factors, including past experience, evidence of good organization, references, ability to provide requested services and any other factors found necessary for quality services.

PROPOSAL RANKING: Hidalgo County Health Benefit Consultant will evaluate the proposals utilizing the evaluation criteria outlined in “Exhibit B” attached herein. Thereafter, Hidalgo County Commissioner’s Court will rank and/or award this proposal.

NEGOTIATION PROCESS:

The number one ranked firm will be contacted to submit a draft contract for negotiation. If negotiations prove unsuccessful, the next highest ranked company will be contacted. The County of Hidalgo reserves the right to reject any and all RFPs.

EVALUATION: The evaluation consists of a **total point section system**. The participants will be ranked after evaluation. **RFP submittal evaluation will be based on the criteria outlined in Exhibit B contained herein.**

EXHIBIT A-1

SCOPE OF SERVICES/TERMS AND CONDITIONS THIRD PARTY ADMINISTRATION, INDIVIDUAL STOP LOSS AND AGGREGATE STOP LOSS FOR SELF-FUNDED MEDICAL PLAN, GROUP TERM LIFE AND ACCIDENTAL DEATH & DISMEMBERMENT

RFP No.: [2019-225-07-24](#)

Background Information

Hidalgo County (hereinafter referred to as HIDALGO COUNTY) is located in Hidalgo County, Texas. The majority of the approximately 3,900 insured employees, retirees and COBRA participants participating in HIDALGO COUNTY's self-funded health benefit plan use the services of providers located in Hidalgo County, the current enrollments in the Health Plans are available in the attachments provided with this RFP.

Blue Cross Blue Shield of Texas insured the Health Plan from February 1, 2008 through December 2016. Aetna has provided services from January 1, 2017 to current date. The health plans have conformed to the requirements of the PPACA legislation.

The information necessary to complete the RFP proposal is contained in the attachments provided with this RFP.

HIDALGO COUNTY desires to receive proposals for continuation of the self-funded health plan based on duplication of existing Plan of Benefits.

You may submit your proposal with the prescription portion of the RFP on a standalone basis or combined the medical.

Finalist Presentations will be July 30th to August 1st. Finalist will be presented with an agenda and specific questions to be answered during the presentation. The presentations will be recorded for future reference.

HIDALGO COUNTY
Request for Proposals
RFP No.:2019-225-07-24-YZV

Individual Stop Loss Insurance (ISL)/
Request for Proposal Submission Form

RFP ASSUMPTIONS:

1. Proposal is to be based on duplication of the existing Plan of Benefits, unless otherwise specified, any deviation must be clearly identified and explained. All proposals will be assumed to have been submitted without any deviations unless clearly noted.
2. Proposal is to be based on the provided census.
3. Contract effective date is to be **January 1, 2020**. All participants enrolled in the insurance plan as of December 31, 2019 are to be covered on a "no loss/no gain" basis. "No loss/no gain" for participants are to include credit for accumulated deductible carry over and coinsurance.
4. HIDALGO COUNTY desires to receive proposals for a Three (3) year period on one of the following basis:
 - Fixed price for the Three (3) year period, or
 - Fixed price for year one (1) with Two (2) annual renewal adjustments determined by formula at the time the contract is awarded, or
 - One (1) year contract with Two (2) annual renewal options at rate and premiums deemed to be favorable to HIDALGO COUNTY. Rates to be firm by October 1 (90 days prior to anniversary date)
5. HIDALGO COUNTY will only consider stop loss insurance policies meeting the following:
 - a) Specific Policy on a paid/12; or paid/15 basis for Medical and Drug (Rx). We do not wish to see an aggregating specific; however: a 24/15, Contract proposal may also be provided on 24/12 plus a Terminal Liability Option..
 - b) Medical and Drug (Rx) Specific Coverage with, \$300,000, \$325,000 deductible.
 - c) Final determination on all lasers, if any, including deductible amounts and conditional lasers should be clearly identified and provided with RFP response based on provided claims data. The County will waive the requirements of HB 1627 (Title 8, Subtitle H Chapter 1550, and Subchapter B Texas Insurance Code. **However, the County is seeking firm and final quotes on Specific Coverage and Lasers.****
 - d) Completion of Insurance Company Quotation Document with all terms clearly listed
 - e) Waive Actively at Work Provisions.

6. Renewal rates must be received by HIDALGO COUNTY at least 90 days prior to anniversary date.

7. Describe the business entity submitting the proposal:

Insurance Company Name: _____

Address: _____

Contact Person: _____ Phone _____

Describe Financial Stability of Insurance Company:

Financial Rating Service	Current Rating	Prior Year Rating
A.M. Best		
Standard & Poors		
Moody's		

8. Provide three (3) Texas client references (preferably public entities):

Name of Client	Contact Person	Telephone Number	Number of Employees

The business entity must provide satisfactory evidence of existing insurance coverage in the amount of \$3,000,000.00 for Errors and Omissions or other fiduciary liability. If the business entity is selected to provide services it must provide evidence that such coverage will be in effect for the duration of the agreement.

QUESTIONNAIRE

1. May HIDALGO COUNTY's Insurance Department speak directly to a claim examiner for questions related to payment of a claim? Yes _____ No _____

2. Are hospital audit charges, medical records, etc – considered eligible expenses related to investigation of claim? Yes _____ No _____

3. May Hidalgo County independently negotiate with providers? Yes _____ No _____

4. Will any claimant be excluded or assigned a higher deductible (lasered)?
Yes _____ No _____

If so, please describe: _____

5. Did you provide a Specimen Stop Loss Contract? Yes _____ No _____

6. Does your Stop Loss insurance contract have any exclusions or limitations that are more restrictive than those used in HIDALGO COUNTY's medical plan document?
Yes _____ No _____

If so, please describe: _____

7. Are the active-at-work and disabled dependent provisions waived for the effective date of the contract? Yes _____ No _____

8. Are Centers of Excellence required to be utilized for transplant coverage? Please provide specific information about facility locations and the procedures that are required.

If so, please describe: _____

9. Are quoted rates net of agent commission, incentives, bonus overrides? Yes _____ No _____

OPTION 1: Hidalgo County is seeking bids that do not include agent commissions, incentive payments, or overrides.

OPTION 2: Vendor may select one or two agents to provide bid response to RFP. If two (2) agents are selected by Vendor the County will assume they are co-agents and not select a single agent representative. The Vendor shall provide full

disclosure of all fee, credits, awards, bonus, and any other payments made either directly or indirectly to agent(s). The total of which is not to exceed \$80,000. If Hidalgo County Commissioner's Court decides to utilize agents the selected agent(s) will:

- a) Provide enrollers to aid the County in the annual enrollment process. The number of enrollers to be determined by the County to adequately service the County's needs.
- b) Provide full time access to a service representative to aid the County in resolving employee or County issues with the County's medical provider
- c) The Service Representative may be required to provide additional services as determined by Hidalgo County Commissioner's Court.
- d) Provide a summary of the agency and recognition of the services required describing the agency's ability to perform the services.

- 10. Do quoted rates include advance funding for Specific Claims? Yes ___ No ___
- 11. Have you provided an in network discount guarantee? Yes ___ No ___
- 12. Are you using a rental (wrap) network to fill gaps in your network? Yes ___ No ___
- 13. Do you consider the use of the wrap network as in network utilization or out of network utilization, i.e., do you report the wrap network utilization as PPO savings? Yes ___ No ___
- 14. What percentage of out of network savings is retained by use of the wrap network? ___%
- 15. Have you used the savings of the wrap network to reduce your administration fees? Yes ___ No ___
- 16. Are your discount guarantees based on exclusion of the wrap network experience? Yes ___ No ___
- 17. Do you use capitated contracts in your network? Yes ___ No ___
- 18. Are your fees and expenses based on a shared savings of in or out of network savings?
- 19. If a PBM other than your corporately owned PBM is selected what adjustments would you make to your administrative fees?
 - a. Increase administrative fees by ___%
 - b. Increase PEPM by \$_____.
- 20. **Do you accept Fiduciary Responsibility for claim payments?**
- 21. **Complete the Medical claim repricing model. Include network disruption analysis and complete repricing model with exceptions to report noted. Password protected file. Password will be provided upon request to Yolanda Velasquez. yolanda.velasquez@co.hidalgo.tx.us**

Reference Based Pricing

1. Describe your current network utilization in Hidalgo County.
2. Do you use a specific payment for each procedure with balance billing to employees?
3. Do you use a specific payment for each procedure and negotiate balance billing if there is a balance bill issued?
4. Do you use a third party to negotiate the balance billing issue?
5. Describe the cost and the relationship with the third party negotiator.
6. Describe your plan design reimbursement model?
 - a. Medicare percentage payment recommendations.
 - i. Primary Care Physicians
 - ii. Tertiary (labs, standalone walk in clinics, etc.)
 - iii. Hospitals
 1. In Patient
 2. Out Patient
 - b. Other Reference Method than Medicare Plus?
7. How does your stop loss policy treat negotiated fees that are above the standard fixed reimbursement set by the plan?
8. What do you do to make certain the providers who accept RBP meet reasonable quality standards?
9. Do you disclose a list of the providers who accept RBP as full payment of services rendered?
10. Does you plan comply with ACA standards of reporting for charges in excess of the reference based price reimbursement?
11. Does your plan include the excess billed charges as part of the maximum out of pocket as defined by the ACA?
12. Describe your educational introduction of the RBP plan to Employees.
13. Complete the repricing request for all claims.

**BASIC
PLAN**

	Number of Participants	Rates	Monthly Premium	Annual Premium
Incurring _____ Paid _____				
\$ Specific Deductible				
Single Family Composite				
Incurring _____ Paid _____				
\$ Specific Deductible				
Single Family Composite				
Incurring _____ Paid _____				
\$ Specific Deductible				
Single Family Composite				
Incurring _____ Paid _____				
\$ Specific Deductible				
Single Family Composite				

**HIGH
PLAN**

HIGH PLAN				
	Number of Participants	Rates	Monthly Premiums	Annual Premium
Incurring _____ Paid _____				
\$ Specific Deductible				
Single Family Composite				
Incurring _____ Paid _____				
\$ Specific Deductible				
Single Family Composite				
Incurring _____ Paid _____				
\$ Specific Deductible				
Single Family Composite				
Incurring _____ Paid _____				
\$ Specific Deductible				
Single Family Composite				

THIRD PARTY ADMINISTRATION QUESTIONNAIRE

TPA ORGANIZATION:

1. Name, Address, City, State, Zip Code and Telephone Number of Firm. Is this a branch facility? If so, please identify the main office location.
2. Is your firm owned or operated by a parent company? If yes, please identify the parent and its primary business.
3. How long has your firm been in business doing medical claim adjudication?
4. Who are the principal officers in your firm? How long have they been in their positions?
5. How many claims processors are Full Time employees in your firm?
 - a. How many claim processors will be appointed to service this account?
 - b. How many years of experience do each have with medical claims processing?
6. Do you have bilingual claims personnel available to plan participants who call your office for customer service and/or claims processing?
7. How many clients do you perform claim administration services for?
 - a. How many clients over 2,500 employees? ____
 - b. How many clients over 500 employees? ____
8. Provide a copy of your Errors & Omissions coverage? A minimum of \$3,000,000 is required.

CLAIMS ADMINISTRATION:

1. What are your claim office performance standards for claim accuracy and turnaround time? Please provide your performance guarantees.
2. Describe your internal audit procedures?
3. What safeguards exist to protect against claims abuse and fraud?
4. Describe your procedures for professional medical claims review as required by PPACA
5. Explain your hospital bill audit procedures.
6. Describe your procedures for tracking and reporting specific excess claims?
7. Explain how you handle subrogation and third party disbursements?
8. Do you provide a toll free number exclusive to Hidalgo County for claim inquiries?
9. What are your normal hours of operation to answer calls for claim inquiries?
10. If you have a separate customer service unit, what are your standards for:

 Answer Time: _____
 Abandon Rate: _____
11. Does your fee assume a first year claim lag? If so, what is the cost to purchase mature claim year administration?
12. Does your fee assume any excess loss carrier overrides? Do you receive overrides from any insurance carrier or any other source who is a vendor for the County Contract?

The County requires that a TPA provider allow audits by County Personnel, or outside auditors to evaluate the performance of the administrator. The outside auditor shall be agreed to by both parties and may be fee paid or a contingency audit.

13. Do you allow audits by external auditors? What restrictions apply?

14. Do you allow contingency audits?

ELIGIBILITY SYSTEM:

1. How is an insured's eligibility assigned and maintained?
2. Do you maintain information on each of the family members separately, as well as the employee?
3. How do you verify dependent eligibility prior to paying a claim?
4. Will you accept claim eligibility files from the County's Benefits Administration System via weekly EDI feeds?
5. How much advance notice is required to establish an EDI eligibility file feed?

SYSTEM CAPABILITIES:

1. Are there any significant manual activities required to process claims?
2. Describe **briefly (one page)** your claims payment system, including hardware and software?
3. Do you own or rent your claim payment system software?
4. What percentage of your claims is currently 100% adjudicated?
5. What level (billed amount) is auto adjudicated?

BANKING ARRANGEMENTS:

1. Do you require the use of a specific bank for claim accounts? If so, please provide the name, address, and phone number of the bank.
2. Is an initial claims payment deposit required to establish banking arrangements?
3. Will you perform bank account reconciliations?
4. Are there any additional costs to the banking? (I.E.: — EFT charges, monthly charges, etc.)

5. ***The County reimburses carrier for claims paid via ACH on a biweekly basis according to available Commissioner's Court meetings. Typically, this translates in a 3-4 week delayed payment. This is because request to process ACH must be placed on the Agenda for Commissioner's Court approval and deadlines to place agenda items must be followed. In addition, Commissioner's Court meets every other Tuesday. Biweekly ACH must be initiated by the County. Carrier withdrawals are not permitted by the County.***
6. The County requires a grace period for claim reimbursements that is sufficient to avoid any late payment requirements of the carrier.

UTILIZATION REVIEW:

1. What U.R. services are performed in-house?
2. What outside U.R. provider do you use? How long have you used them?
3. Indicate which U.R. services you have assumed in your proposal?
 - Pre Notification
 - Preadmission Review
 - Concurrent Review — On Site or Off Site
 - Retrospective Review Large Case Management
 - Discharge Planning
4. Can you accommodate Pre-Notification for the following?
 - Home Health Care
 - Specialty Care referrals
 - Ancillary Services
 - Inpatient Surgical procedures
 - Outpatient Surgical procedures
 - Lab & X-ray procedures
 - Inpatient Mental Health and Substance Abuse
 - Outpatient Mental Health and Substance Abuse

PREFERRED PROVIDER ORGANIZATIONS:

1. Can you install PPO discounts for direct contracts with providers?
2. Complete the Medical Plan Repricing Model. Identify Provider as in-network (IN) or out-of-network (OON). **Password will be provided upon request to Yolanda Velasquez.**
yolanda.velasquez@co.hidalgo.tx.us

REPORTING:

In the attachments there is a list of required reports with examples of each. Please review each report and verify that you will provide the reports as requested. If there is a report that you cannot complete provide a full explanation of the reason why it cannot be provided.

GENERAL:

1. What is the cost for producing a plan document? Is it included in your cost assumptions?
2. What is the cost for producing a Summary Plan Description? Is it included in your cost assumptions?
3. Do you provide the SBC's as required by PPACA?
4. Do you provide the tax information required under PPACA?
5. Do you provide reporting for 1095 and 1094 ACA Reporting?
6. Do you provide the W2 information as required under PPACA?
7. What is the cost of having the Plan Document and SPDs changed due to regulatory changes? Is it included in your cost assumptions?
8. Do you provide ID cards electronically or printed individual ID cards?
9. What is the cost for printing ID cards? Is it included in your cost assumptions?
10. Is there an initial set-up fee charged for the installation of our plan?
11. Please disclose any additional fees or expenses that are borne by the client.

PHARMACY— ADMINISTRATION SERVICES ONLY (ASO)

Please find the current prescription drug plan design in the medical plan summary attachment.

1. Please describe your retail pharmacy network (number of independents and number of chains) including its relationship to you (e.g. owned or leased).
2. Please confirm that prescription drugs prescribed by any licensed health care provider, including dentists, will be covered by the pharmacy program.
3. Complete the PBM modeling using the formulary that you are recommending and the data provided in the Prescription Claim History attachment. Note in your analysis medications that are not included in your formulary. Identify the co-pay tier that is associated with each medication. Using the top 100 most expensive medications, identify the medications that are in a higher co-pay and lower co-pay and not covered in relation to current plan. Using the top 100 most frequently prescribed, identify the medications that are in a higher co-pay and lower co-pay and not covered in relation to current plan. Mark your submission "proprietary information do not disclose".
4. Does the retail brand discount include savings from formulary, network spread, clinical savings, DUR savings?
5. Is the brand discount a hard discount?
6. Is the brand discount an average? Is it based on 11 digit NDC?
7. Is the brand discount at mail order based on 100 units or actual acquisition NDC?
8. Is the mail discount based on 11 digit NDC?
9. Generic pricing must be expressed as a discount off of AWP for overall generic effective rate at retail. We will NOT accept as pricing the term "MAC" without quantifying what that number represents and what the blend of MAC and NON-MAC drugs represent overall.
10. Your quote must include a traditional pricing model and a transparency full pass-thru model.
11. What is the discount for specialty drugs? What is the dispensing fee? Is the specialty drug program a pass-thru under a transparency model? Are rebates paid on specialty drugs? Are supplies included in the pricing?
12. Please provide your definition of "generic". Also provide a definition of the generic included in the overall generic guarantee.
13. Does your plan include Step Therapy and a pre-authorization component to help control cost?

14. Are rebates paid quarterly? if not, when?
15. Under transparency pricing model, are rebates a 100% pass thru of Gross?
16. Will coverage of OTC impact rebates? If so, how much?
17. Do rebates survive termination? When are they paid after termination?
18. Do you contract directly with manufacturers for formulary rebates or do you use another aggregate PBM? If yes, who handles?
19. Please describe how the drugs for the formulary are selected, and who is responsible for the selection.
20. Do you own your own mail service? If not, who do you sub-contract with and do you retain revenue?
21. Do you own your own Specialty Pharmacy? Or subcontract? If yes, who handles specialty pharmacy?
22. What is the average turnaround time for mail order pharmacy?
23. Can mail order pharmacy be ordered on-line?
24. Does the PBM allow 90-day fills at retail in addition to mail order? If so, what contracted pharmacies participate? What is the discount to Hidalgo County for a 90-day network?
25. Do you offer alternatives in the pharmacy program that can help control or reduce the plan costs? If so, please provide details and approximate savings for each feature.
26. Please explain your Drug Utilization Review process for these programs:
 - a. Prospective
 - b. Concurrent
 - c. Retrospective
27. Please submit a sample of your standard reporting package. Attach samples of your standard reporting package that is included in your quote. Please note if your claims numbers are based on paid or incurred claim figures.
28. How do you propose getting members to look at alternative brands that have generics available and do your manufacturer contracts preclude you from providing this type of information to members?
29. What financial advantage would Hidalgo County gain if we limited the pharmacy network to several large chains? Could exceptions be made in outlying areas?

30 Is electronic billing available? Reports on line? Is an interactive website available? Can members compare pricing of drugs on line?

31. Do your administration fees include the following?

- a. Postage (in D below)
- b. Claim forms
- c. ID cards, (medical/Rx combo cards?)
- d. Mailing to participants homes
- e. Customer service representatives specific to Hidalgo County.
- f. Mail order forms
- g. 1- 800 number to call center
- h. Standard report packages

32. Does your plan currently offer on-line access to claims and eligibility information for employees?

33. Will any revenue be paid to a third party administrator for services, fees, disease state management or other vendor services by the PBM? Will all compensation to third parties be disclosed?

34. Will you audit the pharmacy data? What independent source will audit each and every claim? What are the fees associated with an independent audit?

35. Will you provide consultative modeling and forecasting annually?

36. In your transparent model will you provide a guaranteed rebate paid on a monthly basis with a true-up of guarantees be performed annually? If so, when can Hidalgo County expect payment of true-ups above guarantees under transparency model?

37. Will the mail service provider provide to Hidalgo County copies of their suppliers (wholesaler or manufacturer) invoices showing net invoice for medications?

38. Will your firm detail its total revenue from all sources for administering the Hidalgo County pharmacy benefit plan and allow an independent audit by Hidalgo County?

39 Does your company offer assistance programs to offset Specialty Drug cost?

40 How do you manage increased trend cost?

41 You must disclose all costs associated with the plan including any bonus, finder's fees, or any payments made to third parties not associated with direct administration of your plan.

PHARMACY - PROPOSED FEES

You must complete the requested cost comparison spread sheets provided.

DRAFT

GROUP TERM LIFE AND ACCIDENTAL DEATH & DISMEMBERMENT

RFP ASSUMPTIONS:

1. Proposal is to be based on the current benefits & coverage.
2. Quote is to be based on Active County Employees and all County Elected Officials.
Retirees do not participate.
3. Age Reduction formula is to be the same as current or better.
4. County pays 100% of cost for Basic Life/AD&D.
5. Effective date is to be January 1, 2020. All participants enrolled in the Basic Life Insurance Plan as of December 31, 2019, are to be covered on a "No Loss/No Gain" basis. The County's enrollment records are to be the basis for "take-over."
6. Life insurance contract must include Waiver of Premium provisions prior to attainment of age 60 for duration of the disability.
7. The County desires to receive proposals for a three (3) year period on one of the following basis:
 - Fixed price for the Three (3) year period, or
 - Fixed price for year one (1) with Two (2) annual renewal adjustments determined by formula at the time the contract is awarded, or
 - One (1) year contract with two (2) annual renewal options for rate and premiums deemed to be favorable to the CountyCounty must be notified at least ninety (90) days prior to effective date of rate change.
8. Insurance company must have an A.M. Best rating of A- or better.

QUESTIONS:

1. Describe organization submitting proposal.
 - a. Insurance Company Name: _____
 - b. Address: _____
 - c. Contact Person for Insurance Company: _____
 - d. Telephone Number: _____ Email Address: _____

e. Contract Person for Insurance Agency: _____

f. Telephone Number: _____ Email Address: _____

2. Describe Financial Stability or Insurance Company.

Financial Rating Service	Current Rating	Prior Year Rating
A.M. Best		
Standard & Poor's		
Moody's		

3. Will the actively-at-work provision be waived for the effective date of the contract?
Yes ___ No ___

Comment: _____

4. Does quote include Waiver of Premium? Yes ___ No ___

If so, please attach full description.

5. Does quote include accelerated death benefit for terminal illness? Yes ___ No ___

If so, please attach full description

6. Describe claim payment services:

Where will claims be paid?

Is a toll free number available for checking status of claim? Yes ___ No ___

7. For what period of time are quoted rates guaranteed?

8. Is a longer rate guarantee available? Yes ___ No ___

If so, please describe:

9. Is your policy convertible to a permanent life insurance product? Is the conversion rate based on standard policies offered to the general public or is it a special policy used for conversion purposes? Is there a charge back against the case for individuals who convert?

10. Please state any variations to RFP Assumptions or Qualifications in your proposal: Include any provisions favorable to County employees that other companies may not offer.

GROUP TERM LIFE AND ACCIDENTAL DEATH & DISMEMBERMENT

PREMIUM QUOTE:

Attach rate quote based on number of lives and insurance volume.

Company Name _____

Authorized Signature

Type (Print) Signatory's Name & Title

Email Address

DRAFT