



August 31, 2017

REQUEST FOR PROPOSALS

Health Benefit Program & Associated Services

1. Overview

Miami County Ohio (hereinafter referred to as the County) is requesting proposals for general TPA/ASO services and pharmacy benefit management services for its health benefit plan. The County currently purchases ASO services from United Health Care and PBM services from Optum. Approximately 500 employees and their families are receiving benefits under the County's plan. The County currently uses UHC as its provider network.

SHERRILL MORGAN will be coordinating this Request for Proposals.

2. Purpose and Evaluation Method

The County is seeking general third party administrative or administrative services only (ASO) services and pharmacy benefit management services. The County feels it is prudent to request proposals at this time in order to ensure that it receives the best price and service for its employees, and is able to control the cost of its medical and pharmacy benefits. The Respondent's ability to demonstrate help with managing health care costs will be considered. The County is also interested in obtaining exceptional customer service.

The County will contract directly with organizations capable of performing the requirements of this Request for Proposals. Respondents must be represented directly.

Participation by brokers or commissioned agents will not be allowed during the proposal process or during the term of the proposed contract. Respondents may submit a partial proposal. If a partial proposal is being submitted, the services being proposed must be clearly defined and all sections of this Request for Proposals pertaining to those services must be completed. Respondents submitting a proposal for all of the services described in this Request for Proposals must specifically address all of the requirements in Section 3 of this Request for Proposals and must also complete Sections 5 and 6 of this Request for Proposals. Section 6 should be completed separately for each PBM proposed, if more than one. Section 3.3 should be completed separately for each PPO proposed if more than one.

Some of the services requested will be evaluated on a point system. The points allotted to each service are listed throughout this document. There are **100** total points possible. **Partial points may be awarded** based upon the strengths and abilities of the respondent to provide some portion of the desired services. Other services, such as customer service and the overall cost for the services offered will be evaluated on a subjective basis.

A summary of current and proposed plans will be provided upon request. Requests for data will not be considered an addendum request for clarification. Any questions or requests for clarification must be directed to:

Robin Curry
SHERRILL MORGAN
859-291-6600
Robin@sherrillmorgan.com

A Letter of Intent to Respond should be sent to Robin Curry no later than September 7, 2017. The intent to submit a proposal may be sent in the form of an e-mail message or an MS Word document attachment that is e-mailed. Briefly state the respondent's understanding of the work to be done and make a positive commitment to perform the work. Respondents may withdraw their Letters of Intent to submit at any time before the deadline for submittal of proposals. While a letter of intent to respond is not required to submit a proposal, it is necessary if you wish to receive any RFP notifications or addendums.

RFP TENTATIVE SCHEDULE

<u>EVENT #</u>	<u>DATE</u>	<u>DESCRIPTION</u>
1	8/31/17	County Issues RFP
2	9/7/17	Submittal of Letter of Intent to Respond
3	9/15/17	Deadline for Written Questions
4	9/22/17	Addendum Issued to Answer Questions
5	9/28/17	Deadline for Submittal of Proposals
6	10/10/17	Meet with Commissioner's to discuss
7	10/12/17 – 10/13/17	Interview Respondents
8	10/17/17	Commission Approval
9	10/30/17	Estimated Contract Award

3. General Requirements *(Evaluated on the point system described above)*

3.1 Plan Design (Point Value: 5 Points)

A complete plan document re-write must be completed by the successful respondent and any costs associated with preparation of this document must be included in the fees quoted. Also, respondents must demonstrate the ability to administer ERISA-exempt plans and the regulations of the State because of this exemption. Please describe your ability to assist the County in these and other compliance issues, including those relating to federal health care reform legislation and associated regulations.

3.2 Pharmacy Program (Point Value: 10 Points)

The County is seeking a pharmacy benefit manager (PBM) to administer its prescription drug program. **Pharmacy pricing must be stated on a fully transparent and pass-through basis. Proposals must include 100% of rebates retained by the County.** Please complete the attached Pharmacy Benefit Manager Questionnaire for each PBM option submitted. Points will be given for employee on-line access to the participating pharmacy list, formulary lists, and personal pharmacy information. Points will also be given for access to a pharmaceutical consultant, preferably a licensed pharmacist, who can analyze the County's pharmacy program and make recommendations. The County may also negotiate PBM services outside of the scope of this RFP or directly with pharmacy benefit vendors.

3.3 PPO Network (Point Value: 10 Points)

The County currently utilizes United Health Care as its provider network. The TPA/ASO must either be able to continue the present network arrangements, or provide other network options.

TPA/ASO respondents proposing other network options should provide average discounts for the top five hospitals in the proposed network on both an inpatient and outpatient basis, and should also provide average provider discounts for the proposed network for providers in the 45373 zip code. Respondents proposing other network options should also submit a GeoAccess report with the following minimal parameters: 2 primary care physicians within a 5-mile radius; 2 specialists within a 10-mile radius; 2 pediatricians within a 10-mile radius; 2 OB/GYNs within a 10-mile radius, and 1 hospital within a 10-mile radius. A disruption report may be required of finalists.

3.4 Reference Based Pricing Plan (RBP) Administration (Point Value: 10 Points)

The County may consider a Reference-Based Pricing plan in the future, with this type of plan claims are paid on a "percentage above Medicare" basis, rather than utilizing a network. Please indicate whether you can administer this type of plan. If you are currently administering Reference-Based plans, please describe your experience with existing clients in this regard. Please note whether you utilize direct provider contracts in this regard. Please also provide information regarding the vendors you use for negotiating balance billing, drafting plan language, and negotiating direct contracts.

3.5 Stop Loss (Point Value: 10 Points)

The County currently has \$100,000 of specific stop loss coverage with UHC. The County will entertain proposals with higher stop loss deductibles, but a \$100,000 specific option must be quoted. A “paid” or 24/12 contract must be quoted. Currently, medical and prescription drug claims are covered under the specific deductible and the County is requesting that this remain with the same with new stop loss coverage.

If possible, please quote a no new laser contract with a rate cap. If necessary, further negotiation with successful respondents regarding stop loss will be permitted after the deadline. **Stop loss should be quoted net of commissions.**

3.6 Utilization Review/Medical Management (Point Value: 5 Points)

Please identify if your utilization review is a part of your services and whether it is an in-house service or provided by an outside vendor, and whether your UR /medical management is URAC-accredited. Also, please describe how individuals are reported to UR/medical management and the procedures involved.

3.7 Disease Management/Wellness Programs (Point Value: 5 Points)

Respondents should provide information on disease management and wellness programs they offer. Discuss ability to provide a “gaps in care” component to wellness programs offered.

3.8 Ability to Import/Export CareHere Clinic Data (Point Value: 5 Points)

The County may choose to open a wellness clinic in the future. The selected Respondent will be expected to coordinate with a future Clinic by importing data into their system that was collected by the clinic to be used for health and wellness biometrics, for any gap measurements/reporting, and eligibility reporting/uploading at least monthly. Please describe your ability to meet these criteria.

3.9 COBRA/HIPAA (Point Value: 5 Points)

The chosen TPA/ASO must be able to provide these services on behalf of the County. The TPA/ASO must also be compliant with HIPAA Title II regulations and be able to assist the County in the privacy policy area. Please indicate whether COBRA/HIPAA administration is provided in-house or through an outside vendor.

3.10 On-line Capabilities (Point Value: 5 Points)

The County would like as much on-line access as possible to the plan information for management purposes as well as, but not limited to, the ability to monitor claims, run reports and make enrollment changes online. Consideration will be given to whether vendors allow employees to check personal information on-line. Any additional cost for this service should be quoted separately.

3.11 Health Reimbursement Arrangement (HRA), Health Savings Account (HSA) (Point Value: 5 Points)

Respondents should indicate if they can administer an HRA and or HSA and whether members could view their account information on-line.

3.12 Section 125 (Point Value: 10 Points)

Respondents should describe their ability to administer these programs and whether members could view their account information on-line.

3.13 References (Point Value: 10 Points)

At least five references in total should be provided, and one of the five must be a former client. Representation of government agencies, especially those in Ohio, will receive significant regard.

3.14 Run-in/Run-out Claims

Run-in claims may be negotiated with successful respondents, and services for run-in should be quoted.

3.15 Additional Criteria (Point Value: 5 Points)

All proposals must be submitted in writing. Criteria that will be used to determine award of the contract will include but will not be limited to the following:

- a. The cost per employee per month for all services. Cost quoted must be guaranteed for at least a one-year period following acceptance.
- b. References provided.
- c. The qualifications and experience of the Respondent's staff and associated vendors. **Please describe.**
- d. The scope and degree of services provided.
- e. Thoroughness and usefulness of reports provided to the County on a monthly basis. **Please describe your reporting package and provide examples.**
- f. Demonstrate competence and compliance with HIPAA Privacy regulations. **Please describe.**
- g. On-line services not already described above. **Please describe.**

- h. The ability to work with related vendors. **Please describe.**
- i. Demonstrated customer service. **Please describe.**
- j. Claims turnaround time. **Please state your average clean claim turnaround time.**
- k. Size/scope of the PPO network.
- l. Thoroughness of the response to the RFP.

4. Specifications

4.1 Procurement Process

- a. Proposals will be received by the County until 1:45 P.M., Eastern Time on **September 28, 2017.**
- b. An original hard copy, signed by an authorized representative and marked original, plus 6 hard copies are required to be submitted in a sealed manner to:

Medical TPA – RFP (Proposal) – **DO NOT OPEN**
Miami County Commissioners
201 West Main Street
Troy, OH 45373

- c. Also, one hard copy of the proposal and one electronic copy of the proposal on a flash drive, is required to be submitted in a sealed manner to:

Mr. Robin Curry
525 West 5th Street, Suite 310
Covington, KY 41011

No later than 1:45 P.M., Eastern Time on **September 28, 2017**

- d. Proposals, modifications, or corrections received after the scheduled closing time of the receipt of proposals will not be considered. The County is not responsible for delays in delivery by mail, courier, etc.
- e. No submitted proposal may be withdrawn for a period of sixty (60) days after the scheduled closing time of the receipt of proposals. The County reserves the right to accept or reject proposals, in part or in whole, and issue additional RFPs as necessary.
- f. No oral interpretation will be made to any Proposer as to the meaning of the proposal specifications or any part thereof. Each written request for clarification or interpretation shall be made to Robin Curry by email (robin@sherrillmorgan.com) or fax (859-291-7805).

NOTE – It is the intent of the County to issue one (1) addendum, if necessary. Written request for clarification and/or interpretation must be submitted in writing to

Robin Curry by email (robin@sherrillmorgan.com) by the end of the business day, **September 15, 2017**, and addendum will be issued by 4:00 P.M., Eastern Time, on **September 22, 2017**.

It shall be the Proposer's responsibility to make inquiry as to the addenda issued. Any and all addenda shall become part of the specifications and all Proposers shall be bound by such addenda, whether or not received by Proposer.

Nothing in this RFP or addenda shall create a contract or obligate the County to enter into any contract.

Successful respondents will need to be available for interview during the time period of **October 12–13, 2017**.

4.2 General Terms and Conditions

- a. Taxes – The County is exempted from Federal Excise Taxes, State of Ohio and local sales taxes and Proposer must quote prices which do not include such taxes, unless by law the taxes must be a part of the price. Exemption Certificates will be furnished upon request.
- b. Indemnification – Proposer agrees to indemnify and hold Miami County, Ohio, its directors, officers, agents and employees harmless from any liability, loss or damage they may suffer as a result of claims, demands, costs or judgments against them arising out of the activities to be carried out pursuant to the obligations of the agreement. The County will not indemnify the successful Proposer.
- c. Patent Liability – The successful Proposer, at his own expense, will defend any suit which may be brought against the County to the extent that it is based on a claim that the goods furnished through a contract/agreement infringes a United States patent, and in any such suit will pay those costs and damages which are attributable to such claims and finally awarded against the County.
- d. Limitation of Remedies – Any remedies in the Proposer's Proposal, to include Agreement, License Product Agreement, Terms and Conditions, Literature, etc., that may be considered in agreement to waive the legal rights of the citizens of the Miami County, Ohio may be considered cause for rejection.
- e. All agreements related to the purchase and sale of any product pursuant to this bid document will include the following conditions: "Notwithstanding anything in this section to the contrary, any provision or provisions of this Section will not apply to the extent they are (it is) finally determined by a court of competent jurisdiction, including Appellate review if pursued, to violate the laws or Constitution of the State of Ohio."
- f. Insurance – During any work performed by the successful Proposer(s) on the premises of the County or otherwise, the successful Proposer(s) agrees to take such measures as to effectually prevent any accident to persons or property

during or in connection with the work; and especially to indemnify and save harmless the County from all loss, costs, damages, expense and liability for property damage and for bodily injuries to, or death of, any persons, including without limitation, as to both property damage and bodily injury, and the Proposer and the County and their representative agents and employees, occasioned in any way by the acts or omissions of the Proposer, or the Proposer's agents, employees, during or in connection with said work, excepting only property damage, bodily injury or death caused by the sole negligence of the County, its agents or employees.

The successful Proposer shall maintain such insurance as will protect it from claims under Workers' Compensation Acts and from any claims for bodily injuries, including death, either to its employees or others, and from all claims on account of property damage, which may arise in connection from said work.

All Certificates of insurance and policies shall contain the following clause: "The insurance covered by this Certificate will not be canceled or materially altered, except after thirty (30) days written notice has been received by the County."

The County shall be named as an additional insured on a primary and non-contributory basis on the general liability policy.

Insurance required with a minimum of One Million Dollars (\$1,000,000.00) limits are Comprehensive General Public and Professional Liability, Comprehensive Automobile Liability and Owner's Liability. Malpractice Insurance is required with a minimum limit of One Million Dollars (\$1,000,000.00) per occurrence, Five Million Dollars (\$5,000,000.00) aggregate.

This requirement will be effective for the life of any contract/agreement entered into by the Proposer and the County.

- g. F.O.B. – All prices will be quoted F.O.B. Troy Ohio delivery to the County's location shall be without additional charge, if applicable.
- h. By submission of a signed Proposal, the Proposer certifies total compliance with Title VI and Title VII of the Civil Rights Act of 1964, as amended, and all regulations promulgated thereunder.
- i. Pursuant to ORC, contracts and purchases will be made or entered into with the most responsible offeror whose proposal is determined to be the most advantageous to the County, based upon the evaluation factors set forth in this Request for Proposals and the reciprocal preference for resident bidders required by ORC, where applicable. Responsible Proposer is defined as a Proposer whose reputation, past performance, and business and financial capabilities are such that he would be judged by the appropriate the County authority to be capable of satisfying the County's needs for a specific contract or purchase order, and has warranted via affidavit that it is not in violation of the campaign finance laws of the state of Ohio.

- j. The County reserves the right to accept any item or group of items of any kind and to modify or cancel in whole or in part, its Request for Proposal.
- k. All contracts or purchase orders issued for this award will be governed by the laws of the State of Ohio. Arbitration is not permitted and if a dispute arises between the parties concerning any aspect of the contract or purchase order and it cannot be resolved by mutual agreement, any party may resort to resolution of the dispute by litigation in the state or federal courts for Miami County, Ohio. Mandatory and exclusive venue and jurisdiction for any disputes shall be in state or federal courts for Miami County, Ohio.
- l. The County, in accordance with its governing directives, reserves the right to reject any and all Proposals, to waive any informality or irregularities in Proposals and unless otherwise specified by the Proposer, to accept any item.
- m. All contracts, purchase orders, and any documents or material obtained by the County may be subject to disclosure in whole or in part pursuant to the Ohio Revised Code without regard to any provision contained in the document declaring information confidential.
- n. All contracts or purchase orders will include a provision that is not assignable by the Proposer without the written consent of the County.
- o. Vendor must provide the Miami County, Ohio with a recent SSAE 16 SOC 1 assessment ensuring your organization has developed and has in place all required information security and operational specific policies and procedures for SOC compliance.
- p. The vendor is considered a nonaffiliated third party of the Miami County, Ohio and agrees to comply with all personal information security and breach investigation procedures and practices related to nonaffiliated third parties as described in the Ohio Revised Code.
- q. Respondents shall be required to submit the campaign finance affidavit and non-collusion affidavit attached hereto.

4.3 Approval by Regulatory Authorities

Respondents shall be approved by the appropriate regulatory authorities in the State of Ohio to provide the services herein described.

4.4 Compliance with Laws

Respondent's contracts shall comply with applicable Federal, State, and Local statutes, rules, ordinances, and regulations.

4.5 Financial Statements

Respondents shall furnish the latest statements showing the Respondent's financial condition at the County's request, as well as any subsidiary statements or explanations that the County may request. Please provide financial ratings for any stop loss carriers included in your proposal.

4.6 Consequence for Unsatisfied Requirements

Failure to meet specifications as outlined or failure to provide any of the information asked for or addressed in this request in a manner which will permit thorough assessment of a provider's program may be grounds to reject any proposal.

4.7 Assignment

The successful Respondent shall not assign, transfer, convey, sublet or otherwise dispose of any award or any or all of its rights, title or interest therein, without prior written consent of the County. Such consent by the County shall not relieve the assignor of liability in the event of default by the assignee.

4.8 Contract Term and Effective Date

The contract for the County will cover a two-year period and will commence on JANUARY 1, 2018. The contract may be renewed for like terms on the anniversary date upon written notice by the County. The contract can be terminated by the County with at least thirty days' prior written notice of termination.

4.9 Contact Information

Questions regarding this Request for Proposals should be directed to:

Mr. Robin Curry
SHERRILL MORGAN
525 West 5th Street, Suite 310
Covington, Kentucky 41011
859-291-6600
E-mail address: robin@sherrillmorgan.com

No other persons other than Robin Curry should be contacted in regard to this RFP.

5. Additional Quote Requirements for TPA/ASO & Associated Vendors

Please attach this form to the front of your proposal

ATTACHMENT TO RFP: ADMINISTRATIVE SERVICES

Third Party Administrator or ASO Provider: _____

Contact Information: _____

- This form must be completed according to how administrative fees are applicable to your organization.*
❖ *All rates should be provided as a PEPM (per employee per month) charge unless otherwise indicated.*

Base Administration _____

COBRA Administration _____

HIPAA Administration _____

Utilization Review/Medical Management _____

Name of UR/Case Management Organization

Disease Management Fee _____

PPO Administration/Coordination Fee _____

PPO Access Fee _____

Reference Based Pricing Fee _____

Rx Administration/Coordination Fee _____

Medicare Part D Notices & Testing _____

HRA Administration Fee _____

Section 125 Administration Fee _____

Other Fee _____

TOTAL MONTHLY FEES _____

Other Annual Fees (if applicable) _____

Setup (One-time fee) _____

Are on-line administrative services available? _____

Is a copy of your EOB included? _____

Rate guarantees (please specify) _____

6. Pharmacy Benefit Manager Questionnaire
Please complete for each PBM offered as part of this proposal

The County requests that each Pharmacy Benefit Manager confirm its stance on the following contractual and administrative issues.

Pricing must be stated on a fully transparent and pass-through basis.
Proposals must include 100% of rebates retained by the County.

Please Insert the Name of PBM: _____

1. Pricing

a. Affirmatively state whether the proposed PBM's pricing is quoted on a fully transparent and pass-through basis, and whether 100% of rebates will be passed through to the County.

b. Does the proposed PBM own its pharmacy network? If not, please identify the network it uses and state whether the network passes through all discounts to the PBM.

c. Does the proposed PBM own its claims processor? If not, please identify the claims processor it uses and state whether the processor passes through all discounts to the PBM.

d. Does the proposed PBM own its mail order vendor? If not, please identify the mail order vendor it uses and state whether the mail order vendor passes through all discounts to the PBM. Please also state whether the County may use a mail order vendor other **than** the one used by the PBM.

e. Does the proposed PBM own its specialty drug network? If not, please identify the specialty drug network it uses (if any) and state whether the specialty drug network passes through all discounts to the PBM. Please also state whether the County may use a specialty drug network other than the one used by the PBM

2. Corporate Capabilities

a. Identify the staff that would be directly involved with the County's contract, along with their titles and responsibilities with respect to the group.

b. Identify three references of clients similar to the County.

3. Maximum Allowable Costs

Describe your MAC program including discounts and maintenance procedures.

4. Rebate Management

a. The County requests the access and right to audit all records regarding rebates with drug manufacturers as it pertains to the County. Please describe your current policy and scope for outside audit procedures.

b. Do you utilize a rebate processor? If so, does your rebate processor pass through 100% of rebates to you?

c. Describe the process for recommending formulary changes in conjunction with rebate contracts in order to obtain the most cost effective net per member per month costs.

5. Price Proposal

a. Identify the administrative services fee per employee per month (PEPM). Identify all of the administrative services included in this fee. If there are any other charges that will be assigned to other services please identify these services and the associated fee. Any fees not identified will be assumed to be part of the administrative services included in the PEPM service fee.

b. Identify retail dispensing fees.

c. Identify mail order dispensing fees.

d. Identify proposed specialty pharmacy services reimbursement fees and/or current product list as applicable.

e. Identify drug ingredient cost discounts for your block of business for:

- All retail brand claims for the period January 1, 2015-December 31, 2015
- All mail order brand claims for the period January 1, 2015-December 31, 2015
- All retail generic claims for the period January 1, 2015-December 31, 2015
- All mail order generic claims for the period January 1, 2015-December 31, 2015
- All retail brand claims for the period January 1, 2016-December 31, 2016
- All mail order brand claims for the period January 1, 2016-December 31, 2016
- All retail generic claims for the period January 1, 2016-December 31, 2016
- All mail order generic claims for the period January 1, 2016-December 31, 2016

NON-COLLUSION AFFIDAVIT OF BIDDER

STATE OF _____:

SS:

COUNTY OF _____:

_____ being first duly sworn, deposes and says that he is

(Sole Owner/Partner/President/Secretary/Other Title)

of _____, who on _____,
(Name of Bidder) (Date Bid Submitted)

20__, submitted to _____

a bid as set forth in the attached copy; that all statements of fact in such bid are true; that such bid was not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization, or corporation; that such bid is genuine and not collusive or sham; that said bidder has not directly or indirectly, by agreement, communication of conference with anyone attempting to induce action prejudicial to the interests of the public body which is to award the contract, or of any other bidder or anyone else interested in the proposed contract; and further, that prior to the public opening and reading of bids, said bidder,

- (a) did not directly or indirectly, induce or solicit anyone else to submit a false or sham bid;
- (b) did not directly or indirectly, collude, conspire, connive or agree with anyone else that said bidder or anyone else would submit a false or sham bid, or that anyone should refrain from bidding or withdraw his bid;
- (c) did not, in any manner, directly or indirectly, seek by agreement, communication or conference with anyone to raise or fix the bid price of said bidder or of anyone else, or to raise or fix any overhead, profit or cost element of his bid price, or that of anyone else;

- (d) did not, directly or indirectly, submit his bid price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any individual or group of individuals, except to the awarding authority or to any person or persons who have a partnership of other financial interest with said bidder in his business; and
- (e) did not include in his bid price any fees, dues, charges, or assessments because required to do so by reason of his membership in or affiliation with any association, organization, corporation, partnership, company, individual or group of individuals, or because of any agreement or understanding with anyone that he would do so.

Signed: _____

Title: _____

Subscribed and sworn to before me this _____ day of _____, 20____.

(SEAL OF NOTARY HERE)

Notary Public in and for

My commission expires _____.

++ END OF NON-COLLUSION AFFIDAVIT OF BIDDER ++

CAMPAIGN FINANCE AFFIDAVIT OF BIDDER

STATE OF _____:

SS:

COUNTY OF _____:

_____ being first duly sworn, deposes and says that he is

(Sole Owner/Partner/President/Secretary/Other Title)

of _____, who on _____,
(Name of Bidder) (Date Bid Submitted)

20__, submitted to _____

a bid as set forth in the attached copy; that bidder has not knowingly violated any provision of the campaign finance laws of the Commonwealth and the award of a contract to the bidder would not violate any provision of the campaign finance laws of the Commonwealth.

Signed: _____

Title: _____

Subscribed and sworn to before me this ____ day of _____, 20__.

(SEAL OF NOTARY HERE)

Notary Public in and for

My commission expires _____.

++ END OF CAMPAIGN FINANCE AFFIDAVIT OF BIDDER ++