REQUEST FOR PROPOSALS (RFP) Provider Network in Administrative Services Only (ASO) Medical Plans

Project Manager: Michaele Williams-Riordon, HR Director

Address: 401 State Street
Human Resources Department
Hudson, NY 12534
Attn: Michaele Williams-Riordon

PH: (518) 828-4086
E-mail: michaele.williams-riordon@columbiacountyny.com

Key RFP Dates

RFP# HR 2019-1

The following table outlines the planned schedule of major activities related to the RFP distribution, response submission, evaluation and selection processes. Columbia County reserves the right to amend the schedule as necessary.

<table>
<thead>
<tr>
<th>Activity</th>
<th>Date/Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFP Issued</td>
<td>May 15, 2019</td>
</tr>
<tr>
<td>Pre-Proposal Vendor Questions Due</td>
<td>May 29, 2019 - 9:00 a.m</td>
</tr>
<tr>
<td>County Responses Due</td>
<td>June 12, 2019 - 9:00 am</td>
</tr>
<tr>
<td>Submit Proposals &amp; Public Opening</td>
<td>June 21, 2019 - by 4:00 pm</td>
</tr>
<tr>
<td>Final Selection</td>
<td>July 31, 2019</td>
</tr>
<tr>
<td>TPA of Record Inception Date</td>
<td>January 1, 2020</td>
</tr>
</tbody>
</table>

Any proposal received after the date and time listed above will be returned and will not be considered.

Copies of the Request for Proposal, questions, and answers, and any related documents are available on the Columbia County Website: www.columbiacountyny.com
Table of Contents

PAGE #

Section 1  Project Summary ......................................................... 3
Section 2  Scope of Work ............................................................ 5
Section 3  Proposal Preparation and Submittal............................ 6
Section 4  Selection and Contract Award.................................... 10
Section 5  Current EPO underwriting Information....................... 11
Section 6  Attachments ............................................................... 13
Attachment A  Confidentiality Agreement
Attachment B  Proposal Form
Attachment C  Questionnaire
Attachment D  Rate/Fee Schedule
Attachment E  Prior and Pending Lawsuits
Attachment F  Deviations
Attachment G  Insurance and Bonding Requirements
Attachment H  Terms and Conditions
Attachment I  Compliance with General Municipal Law Section 92-a(6)(c)

A disruption analysis, three years of claims experience rates reports, and a listing of Enrollment by Plan for all active and retired employees, not currently enrolled in a Medicare Advantage Plan, will be provided to vendors after completion and submission of the Confidentiality Agreement contained as Attachment A in this RFP.

The completed and signed agreement should be emailed to Michaele Williams-Riordon, HR Director at the following address: michaele.williams-riordon@columbiacountyny.com
Section 1
Project Summary

1. Request for Proposal Summary

Columbia County is seeking proposals from qualified firms for a **Provider Network Medical Benefit and Administrative Services Only** in accordance with the Scope of Work specified in this Request for Proposal (RFP).

2. Entity Submitting RFP

The terms “vendor”, “proposer”, “firm”, “consultant”, “company” or “contractor” used in this RFP or any subsequent documents or communications related to this RFP are interchangeable and mean the entity submitting a proposal and seeking to enter into a contract for the goods and/or services requested in this RFP.

3. Description of Columbia County

The County, with a land area of 643 square miles and an estimated population of 63,096 (2010 Census, U.S. Census Bureau), is located in east-central New York State and extends from the Hudson River on the west to the Massachusetts border on the east between the Counties of Dutchess and Rensselaer. While major portions of the County are rural and agricultural in character, the County includes the City of Hudson and its surrounding area, which serve as the commercial, industrial and governmental hub of the County. The leading products manufactured in the County include plastics, furniture and fixtures, building products, paper products, and a cement storage plant which is located just south of the City of Hudson. Agricultural products include dairy, poultry, livestock and fruit production. The County is also a haven for passive recreation enthusiasts from the New York City region.

Transportation facilities include rail passenger service by Amtrak, rail freight transportation by Conrail and major highways which include the Berkshire Spur of the New York State Thruway system, the Taconic State Parkway, New York State Routes 9, 9G, and 9H along with numerous County highways. Air transportation is available at nearby Albany County Airport, along with business flights from the local Columbia County Airport.

**Form of Government**

In New York State, local government services are generally provided by counties, cities, towns and villages. The County provides law enforcement services, economic assistance, health and nursing services, maintains county roads, co-sponsors a joint community college and provides numerous other services. The County Board of Supervisors is the main policy making body of the County. It has the power to levy taxes, adopt the County budget, make appropriations and adopt local laws. The County Board of Supervisors is a 23 member body consisting of one Supervisor from each of the 18 towns and one Supervisor from each of the five wards in the City of Hudson. Voting strength of each Supervisor is weighted to reflect population of that constituency. Supervisors are elected at large, within the area they represent, for two or four year terms in November of a given year. Annually, the Board of Supervisors elects a chairman from among its
members. The Chairman of the Board of Supervisors is the chief executive officer who also acts on behalf of the County Board of Supervisors. The County Treasurer, who is elected at large within the County for a four year term, is the chief fiscal officer of the County. The County Treasurer maintains the fiscal records, is responsible for receipt of, depositing of and disbursing of all funds of the County and issuance of bonds and notes of the County. The other administrative officials of the County, including the County Attorney, County Controller/Auditor, Compliance Officer, Budget Officer, Clerk of the Board and the various Commissioners, are appointed by the County Board of Supervisors. Other elected administrative officials of the County include the County Clerk, the District Attorney and the Sheriff, all elected to four year terms.

**Employees**

The County currently provides services to 624 full-time and 172 permanent part-time employees, some of whom are represented by the following units of organized labor, 566 of which have health insurance benefits. Also there are 100 retirees on the current ASO plan.

<table>
<thead>
<tr>
<th>Number of Employees</th>
<th>Organization</th>
<th>Contract Expiration Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>587</td>
<td>United Public Service Employees-Union Local</td>
<td>12/31/2021</td>
</tr>
<tr>
<td>57</td>
<td>Columbia County Sheriffs Benevolent Assoc.</td>
<td>12/31/2019</td>
</tr>
<tr>
<td>53</td>
<td>Columbia County Correctional Officers Benevolent Assoc.</td>
<td>12/31/2019</td>
</tr>
<tr>
<td>98</td>
<td>Managerial &amp; Non-Bargaining Employees</td>
<td>N/A</td>
</tr>
<tr>
<td>11</td>
<td>911 Dispatchers</td>
<td>12/31/2021</td>
</tr>
</tbody>
</table>
Section 2
Scope of Work

It is the intention of Columbia County to continue to offer the current EPO plan design for the January 1, 2020 through December 31, 2022 plan year.

The County is seeking proposals for the following scenarios:

- The County intends to keep their Pharmacy portion of their program self-funded PBM (Currently Pro-Act combined with CanRX). Vendors are not to propose bundling the Prescription Drug Benefit under the Fully-Insured Premium scenarios.

- The County is interested in Wellness Programs such as onsite flu shots, biometrics, dedicated wellness resources, a wellness budget funded by the vendor, case management, 24/7 nurse advice line, well style extras and rewards and health reimbursement arrangements. Describe your wellness programs and how they integrate into your medical management.

- Vendor will be responsible for all levels of claim appeals as required by law.

- The plan will have out-of area coverage with a national network.

- Right to Audit: The County reserves the right to an independent audit by an auditor of their choice. Bidder agrees to not charge for any expense incurred by the bidder for time necessary to prepare claim files. The cost of the third party to audit will be the responsibility of the Vendor.

- Please provide your estimated network administration expense on a per employee per month (PEPM) basis on the proposed Fee/Rate structure. Please provide your estimated network administration expenses on a per employee per month (PEPM) basis on the Fee/Rate proposal. (Schedule D)

- Vendor must provide a yearly guaranteed discount rate above two percent from the negotiated discount rates for inpatient, outpatient, ambulatory, professional services, and other services.

- Quarterly and annual analytical reports must show discounted rates from charges by type of services.

- Vendor must provide upcoming yearly increases in discounted rates by October 1 of each year.
Section 3
Proposal Preparation and Submittal

Proposals must conform to all requirements stated below and elsewhere in this RFP. Disregarding these requirements may result in disqualification of the proposal.

Before submitting a proposal, each firm shall familiarize itself with the entire RFP, including Scope of Work, contract form and all laws, regulations and other factors affecting contract performance. The firm shall be responsible for fully understanding the requirements of a subsequent contract and otherwise satisfy itself as to the expense and difficulties accompanying the fulfillment of contract requirements. The submission of a proposal will constitute a representation of compliance by the firm. There will be no subsequent financial adjustment for lack of such familiarization.

All proposal materials must be placed in a sealed package (envelope, box, etc.) clearly marked with the proposal name and number and the firm’s name. It is the responsibility of the firm to ensure that proposals are received in the Human Resources Office by June 21, 2019 by 4:00PM. The firm is responsible for delivery of their proposal by the deadline notwithstanding any claims of error or failure to perform by a mail, courier, or package delivery service. No proposals or proposal modifications may be submitted orally, electronically, or via telephone, facsimile, electronic mail (email) or telegraph.

All proposals must be typewritten on standard paper size (8½ x 11 inches) and shall be in the required format incorporating the forms provided in this RFP package, if any. It is permissible to copy these forms as required. The authorized person signing the proposal shall initial erasures, interlineations or other modifications on the proposal.

The firm’s proposal should be organized in sections as outlined below:

1. **Cover Letter**

   All proposals must include a cover letter submitted under the firm’s name on the firm’s letterhead containing the signature and title of a person or an official of the firm who is authorized to commit the firm to a potential contract with the County. The cover letter must also identify the primary contact for this proposal and include the County’s RFP number found within this RFP. The cover letter should express the firm’s interest and serve as an executive summary of the proposal.

2. **Proposal Form**

   All proposals must include the complete Proposal Form Attachment B signed by a person or an official authorized to commit the firm to a contract with the County. Your proposal must include all requested attachments.
3. Proposal Copies

The firm must submit one (1) original copy of the proposal, clearly marked “Original”, one (1) copy of the proposal, clearly marked “Copy” and one (1) digital PDF copy (except certain exhibits noted below should be provided in native format) of the proposal on media suitable for copying and distributing electronically.

4. Qualifications

Please refer to the Questionnaire (Attachment C) for specific questions regarding your qualifications.

5. Response

Responses must be clear and thorough, but concise, and written in plain, easy to understand language. Responses must follow the numbering format used in this Request for Proposal.

6. Exceptions Requested

Any exceptions to the requirements of this RFP that the firm requests the County to consider must be placed in this section using the Deviations Attachment (Attachment F). Each alternate or exception should be addressed separately with specific reference to the requirement. If there are no proposed alternates or exceptions, a statement to that effect must be included in this section of the proposal. Any exceptions requested from the Contract Documents must also be included in this section. Exceptions that are not requested as part of the bid shall not be considered. Any proposed additional or alternate terms and conditions, contracts, waivers, licenses or agreements required by the firm should be included here with a brief explanatory introduction.

7. Cost Proposal

The Cost Proposal should be reflected in the appropriate Fee/Rate Schedule (Attachment D) that accompanies this RFP. The Cost Proposal is required to be included with the original proposal.

a. Prices shall be shown by item and individually extended, unless otherwise indicated. In case of a conflict between unit price and extension, unit price prevails.

b. The County is not exempt from paying State and local transaction privilege tax (sales tax).

   i. Proposals that include equipment or materials should include itemized sales tax in the amount of your proposal.

   ii. Proposals for services only, are not taxable.

c. Provide detailed explanations of any assumptions that the proposer made in calculating the project costs in order to provide sufficient information for the County to be able to
prepare a detailed cost analysis and comparison.

d. Identify when the proposer proposes to bill the County (e.g. progress payments, in advance, milestone, weekly, monthly, etc.)

e. Indicate if any items are optional and specify them in a separate section(s).

f. Underwriting caveats

Columbia County expects that all costs are included in the overall fee for services proposed, and that there will be no additional expenses billed to the County for any reason.

8. Award

The initial term of the contract shall be for three years. Two, one-year extensions of the contract may be affected by Purchase Order or an amendment to this Agreement approved by both parties.

9. Appendix

The Proposal Appendix must include:

a. All documents or forms required by the County to be completed by the firm including the required documents specified in the Appendix of this RFP.

b. Details of any past or pending litigation your company or any of its subsidiaries or affiliates has had in the past five years relating to the performance of services provided by your firm. Vendors to complete Attachment E detailing information related to Pending or Past litigation.

c. If a firm has had any previous contracts canceled or is currently debarred, suspended, or proposed for debarment by any government entity, the current status must be documented in this proposal. The firm agrees to notify the County of any change in this status. If any customer has stopped using the product(s) or service(s) you are proposing, provide details including customer name, date when product was installed, date when product was discontinued (usage) and reason for discontinuation, including contact details of the customer.

d. If the firm intends to use any cooperative, subcontract, third party agreement, or the like to perform under their proposal, the firm must supply the name, address, qualifications, and criteria used by the firm for selection of any third party, and the intended services to be performed. The services provided under the scope of work proposed, in part or in whole, shall not be subcontracted or assigned without prior written permission of the County, except that the contractor may, without prior approval and without being released from any of its responsibilities hereunder, assign the contract to any affiliate or wholly-owned subsidiary of the contractor.

e. Samples of any documentation or form that proposer will require the County to sign.

10. General
a. **Cost of Proposal Preparation** – The County shall not reimburse the cost of developing, presenting or providing any response to this solicitation; offers submitted for consideration should be prepared simply, and economically, providing adequate information in a straightforward and concise manner.

b. **Certification** – By signature on the Proposal Form included herein, the vendor certifies that the submission of the proposal did not involve collusion or other anti-competitive practices. The vendor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted proposal. In addition, vendor certifies whether or not an employee of the County has, or whose relative has, a substantial interest in any agreement subsequent to this document. Vendor also certifies their status with regard to debarment, or suspension by any governmental entity.

Failure to provide a valid signature affirming the stipulations required by this clause shall result in the rejection of the submitted proposal and, if applicable, any resulting agreement. Signing the certification with a false statement shall void the proposal and, if applicable, any resulting agreement. Any resulting agreement may be subject to legal remedies provided by law. Vendor agrees to promote and offer to the County only those services and/or materials as stated in and allowed for under resulting agreement(s).

A valid signature is defined as an officer or other individual with the authority to contract on behalf of the vendor.
Section 4  
Selection and Contract Award

Proposals shall be evaluated based on the requirements set forth in the RFP. Selection of the firm(s) will be at the discretion of the County as defined in the County’s adopted expenditure policy, and will be based on the proposal that the County deems to be the most responsive, responsible and serves the best interests of the County, and in accordance with Columbia County Local Law 1 of 2014 on the basis of best value. It is the intent of the County to negotiate and enter into a contract with the selected firm following a Notice of Intent of Selection.

The initial term of the contract shall be for three years. Two, one-year extensions of the contract may be affected by Purchase Order or an amendment to this Agreement approved by both parties.

Selected proposer(s) may be required to make on-site oral and visual presentations or demonstrations at the request of the County. The County will schedule the time and location for any presentations. Costs and equipment for such presentations are the responsibility of the proposer. Best and Final offers may be solicited from the pool of finalists prior to selection of the successful firm.

Provider Networks, and ASO proposals will be reviewed by the County Insurance Committee and will be evaluated based on the following criteria, listed in order of importance:

A. Discount rates on Schedule A

B. Responsiveness of the proposal in clearly stating and understanding the scope of work, and in meeting the requirements of the RFP including matching the requested plan designs, and meeting the contractual requirements.

C. Network size and disruption.

D. County’s assessment of the Proposer’s abilities to meet and satisfy the needs of the County, taking into consideration proposed services, or expertise offered, that exceed the requirements, or the vendor’s inability to meet some of the requirements of the specifications.

E. Qualifications of the Proposer’s financial resources to provide the County with these services for the required period of time, provide appropriate staffing, provide necessary resources and show a history of demonstrated competence.

F. Cost, including network per employee per month discounts (based on the results of the Uniform Data Submission [UDS] analysis) – While cost is a significant factor in considering the placement of the awards, it is not the only factor. The award will not be based on price alone, nor will it be based solely upon the lowest fees/ rates submitted.

G. Information obtained by the County from Proposer’s references or other clients.

H. Reporting capabilities.

I. Performance Guarantees.
Section 5
Current EPO/ASO Plan Outline

Columbia County currently offers medical to 619 active and 363 retired employees.

The County Offers a Medical Plan through MVP with the Following Benefits:
A Certificate of Coverage or Summary of Benefits and Coverage is available upon request.
Annual Deductible per Contract Year: Not applicable
Lifetime Maximum Benefits: No maximum
Annual Out of Pocket Maximum: Not applicable
No referrals for Specialists

Preventive and Well Care Services: Covered in Full
Well Baby, Child Care and Immunizations
Adult Physical (one physical/contract year)
Mammography and Prostate Cancer Screening
Annual Pap Test & OB/GYN Exam
Immunizations for Adults
Colonoscopy & Sigmoidoscopy for Adults
Bone Density Tests

Other Services
Hospital Inpatient: $250
Physician Inpatient Care: Covered in Full
Hospital Outpatient Surgery: $75
Emergency Room: $50/visit
Ambulance: $100
Physician Office Visits: $25
Office Surgery: $25
Diagnostic X-ray and Other Imaging Services: $25
Physical/Occupational/Speech Therapy (office setting, 30 visits/contract year): $25
Chiropractor: $25
Home Health Care (60 visits/contract year): $25
Urgent Care Center: $25
Laboratory Services: Covered in Full
Skilled Nursing Facility: (60 days/contract year): Covered in Full
High Tech Imaging Services: $25/procedure
Diabetic Supplies & Equipment: (limited to 31 day supply): $25/item
Chemotherapy/Radiation $25
Cardiac Rehab: $25
Out Patient Dialysis: $25
Allergy Testing: $25

Maternity
Physician Pre/Post Natal office visits: Covered in Full
Inpatient Services: $250
Initial Newborn Exam: Covered in Full

Mental Health
Inpatient: $250
Outpatient Office Visits: $25

Substance Abuse
Inpatient Detoxification: $250
Outpatient Rehabilitation Office Visits: $25
Durable Medical Equipment/prosthetic devices/ostomy supplies: Coinsurance 20%. Lifetime Maximum of $25,000.

Health Insurance Waiver: Employees are allowed to waive medical coverage if they can provide proof of coverage in another qualified group health plan and complete the necessary form. Those employees who qualify for the waiver can receive up to $2,500 per plan year (prorated for effective dates after the beginning of the plan year).

Eligibility

Eligible Employees are defined as follows:
- Full-time regular classified employees
- Elected Supervisors and Elected Officials
- Regular employees working at least 30 hours per week
- Part-Time Attorneys
- Retirees
- Eligible Town Employees
- Part-time Site Managers

Eligible dependents are defined as the legal spouse, and dependent children up to age 26 regardless of student, marital, or tax-dependent status.

Employees have 90 days from their date of hire to enroll. Coverage begins on the ninetieth day of employment.

The County currently offers open enrollment twice a year for effective dates January 1 and July 1. The County benefit staff makes mid-year elections, changes, and updates via access to the vendor’s web portal for the employer. The vendor is required to provide ID cards with logo in addition to an electronic copy of the ID card.

Enrollment

The current enrollment breakdown by plan and coverage tier is as follows:

<table>
<thead>
<tr>
<th>Enrollment</th>
<th>Active</th>
<th>Retired</th>
<th>Combined</th>
</tr>
</thead>
<tbody>
<tr>
<td>Employee Only</td>
<td>200</td>
<td>60</td>
<td>260</td>
</tr>
<tr>
<td>Employee +</td>
<td>140</td>
<td>24</td>
<td>164</td>
</tr>
<tr>
<td>Employee +</td>
<td>210</td>
<td>15</td>
<td>225</td>
</tr>
<tr>
<td>Town Employees</td>
<td>16</td>
<td>0</td>
<td>16</td>
</tr>
<tr>
<td>Total</td>
<td>566</td>
<td>99</td>
<td>665</td>
</tr>
</tbody>
</table>
Section 6
ATTACHMENT CHECKLIST

Vendors submitting proposals should complete and sign all of the following documents:

☐ Attachment A Confidentiality Agreement
☐ Attachment B Proposal Form
☐ Attachment C Questionnaire
☐ Attachment D Rate/Fee Schedule
☐ Attachment E Prior and Pending Lawsuits
☐ Attachment F Deviations
☐ Attachment G Insurance Requirements
☐ Attachment H Terms and Conditions
☐ Attachment I Compliance with General Municipal Law Section 92-a(6)(c)
COLUMBIA COUNTY, NY
Request for Proposals
Provider Network in Administrative Services Only Medical Plans
RFP# HR 2019-1

Attachment A
Confidentiality Agreement

To be used by Entities Responding to the RFP Prepared by the County of Columbia

This confidentiality agreement is between Columbia County hereafter the “County” and ______________, on behalf of itself and all of its subsidiaries and affiliates, (hereafter “Bidder”) and is executed in connection with a bid that Bidder intends to submit to the County in response to an RFP prepared by the County on behalf of its employees (each hereafter “employee”).

In order to prepare a responsive bid, Bidder needs to receive certain client health plan information and data, including individually identifiable health information pertaining to health plans participants and beneficiaries, as well as other County Proprietary Information consisting of the RFP questionnaire/RFI specifications and any associated financial spreadsheets (collectively “The County’s Proprietary Information). The County and Bidder agree that the term “individually identifiable health information” refers to any health information that is not “de-identified,” as defined in 45 C.F.R. Section 164.514(b)(2). In addition, in order to evaluate the bids submitted by Bidder, the County and Employee may need to receive certain proprietary information from bidder including, but not limited to provider-specific network allowances or provider-specific reimbursement arrangements and Maximum Allowable Cost (“MAC”) list, including corresponding MAC pricing (Bidder’s Proprietary Information”). The County’s Proprietary Information and Bidder’s Proprietary Information are collectively referred to as “Proprietary information.”

Columbia County and Bidder agree to provide the necessary Proprietary Information in connection with the RFP and parties agree as follows:

1. Bidder will use the County’s Information only for the purpose of preparing Bidder’s bid/response to the RFP and subject to paragraph 5 of this Agreement. The County will use Bidders Proprietary Information only for the purpose of evaluating the bid/response submitted by Bidder and subject to paragraph 5 of this Agreement.

2. Bidder and The County agree that only those individuals employed by Bidder or The County (respectively) who have a need to know Proprietary Information to prepare the bid/response or evaluate the bid/response and have been made aware of the terms of this Agreement and have agreed to abide by its terms will have access to Proprietary Information of the other party (Bidder’s Representative” and “County’s Representatives”).

3. Neither Bidder nor any of its representatives will disclose The County’s Proprietary Information to any person or entity outside of Bidder, unless such a disclosure is: (a) necessary to prepare the bid/response, Bidder obtains the County’s prior written consent to the disclosure, which consent shall not be unreasonably withheld, and the recipient first executes a confidentiality agreement with provision substantially equivalent to this one’ or (b) required by law. Neither the County nor any of its representatives will disclose Bidder’s Proprietary Information to any person or entity outside of The County (other than client) unless such a disclosure is: (a) necessary to evaluate the bid/response, The County obtains Bidder’s prior written consent to the disclosure which consent shall not be unreasonably withheld, and the recipient first executes a confidentiality agreement with provisions substantially equivalent to this one; or (b) required by law.

4. Bidder and The County agree to use commercially reasonable efforts to maintain the security of the Proprietary Information of the other party.

5. Each party will return the other party’s Proprietary Information to the other party or destroy it upon completion of the RFP process if such return or destruction is feasible, except that each party may retain an archival copy of the other party’s Proprietary Information for its files, subject to its continued compliance with its obligations under this Agreement. If a party determines that return or destruction of some or all of the other party’s Proprietary Information is not feasible, such party agrees to: (a) extend the protections of this agreement to any retained information for as long as the party retains it; and (b) limit further uses or disclosures to those that make the return or destruction infeasible.
6. Each party will report to the other party any use and/or disclosure of the other party's Proprietary Information that is not permitted by this agreement.

7. Each party shall regard and preserve as confidential all of the other party's Proprietary Information that has been or may be obtained by such party during the course of the RFP process, whether Bidder or The County has such information in memory, or in writing in other physical form. Neither party shall, without written authority from the other party, use for such party's benefit or purposes, either during the RFP process or thereafter and Proprietary Information of the other party except as permitted herein.

8. With respect to the RFP and the Proprietary Information exchanged in connection therewith, the obligations assumed by the parties in this Agreement shall continue beyond completion of the RFP process.

9. Bidder shall and does hereby indemnify, defend and hold harmless The County and their respective officers, directors, employees and Board of Supervisors from and against any and all claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties, and reasonable attorney fees and costs, that the County may incur or suffer and that result from, or are related to, any breach or failure of Bidder and Bidder's representatives to perform any of the representations, warranties and agreements contained in this Agreement that pertain to individually identifiable health information.

10. Bidder recognizes that any breach of the covenants contained in this Agreement would irreparably injure the County. Accordingly, The County may, in addition to pursuing its other remedies, seek an injunction from any court having jurisdiction of the matter restraining any further violation and no bond or other security shall be required in connection with such injunction.

11. If any of the provisions herein become invalid or are declared invalid, such determination of invalidity as to the clause(s) shall not affect the other provisions of this Agreement. If any provision of this Agreement should be held invalid or unenforceable, the remaining provisions shall be unaffected by such a holding. If any provision is found inapplicable to any person or circumstance, it shall nevertheless remain applicable to all other persons and circumstances.

12. This Agreement shall be binding upon The County and Bidder and their respective successors, assigns, heirs, executors, and administrators.

13. This Agreement contains the entire understanding of the parties hereto and supersedes all previous communications, representations, or agreements, oral or written, with respect to the subject matter hereof. No failure to exercise nor any delays in exercising any right or remedy hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right or remedy. Neither this Agreement nor any of its provisions may be amended, supplemented, changed, waived or rescinded except by a written instrument signed by the party against whom enforcement thereof is sought. No waiver of any right or remedy hereunder on any one occasion shall extend to any subsequent or other matter.

14. This Agreement shall be governed by and consumed in accordance with the laws of the State of New York applicable to contracts made on and performed within the State of New York.

Intending to be legally bound, the Parties have executed this Agreement.

Bidder
Signed:
Print Name:
Title:
Date:

The County of Columbia, NY.
Signed:
Print Name:
Title:
Date:
Date: ______________

Proposal of
__________________________________________________________
(Name)
a corporation organized and existing under the laws of the State of ________________________________;
a partnership consisting of ________________________________; an individual trading as ________________________________.
(Name)

Request for Proposal: _________________________________________
[provide title or brief description]

To: Columbia County ("County")

1. In compliance with your Request for Proposal No. ________________, the undersigned hereby offers to furnish the services designated in the RFP, in strict accordance with the RFP, upon written notice of acceptance of this Proposal at any time within thirty (30) days after the date of opening of the Proposals, and to execute the Contract in accordance with the Proposal as accepted within five (5) days after the Contract is presented for signature.

2. The undersigned Proposer hereby acknowledges receipt of the following Addenda, if any:

<table>
<thead>
<tr>
<th>Addendum No.</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

3. The undersigned Proposer understands that the County reserves the right to reject any or all Proposals or to waive any formality or technicality, as determined by the County in its sole discretion, in any Proposal in the interest of the County.

4. The undersigned Proposer hereby certifies and affirms that this Proposal is genuine and not a sham or collusive, nor made in the interest or behalf of any person not herein named, and that the undersigned Proposer has not directly or indirectly induced or solicited any other Proposer to put in a sham bid, or any other person, firm, or corporation to refrain from bidding, and that the Proposer has not in any manner sought by collusion to secure for itself an advantage over any
other Proposer.

5. The undersigned certifies that to the best of his/her knowledge: **(check only one)**

( ) There is no officer or employee of Columbia County who has, or would have, or whose relative has, or would have, a substantial interest in any contract resulting from this request.

( ) The names of any and all public officers or employees of Columbia County who have, or would have, or whose relative has, or would have, a substantial interest in any contract resulting from this request, and the nature of the substantial interest, are included below or as an attachment to this Proposal.

6. The Proposer certifies, to the best of its knowledge and belief, that:

(i) The Proposer and/or any of its Principals or Owners:

(A) (check one) **are ( ) or are not ( )** presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any governmental agency.

(B) (check one) **have ( ) or have not ( )**, within a three year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) contract or subcontract; violation of federal or state antitrust statutes, rules or regulations relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion; or receiving stolen property; and

(C) (check one) **are ( ) or are not ( )** presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any other of the offenses enumerated in paragraph (i)(B) of this provision.

(ii) The Proposer (check one) **has ( ) or has not ( )**, within a three year period preceding this offer, had one or more contracts terminated for default by any governmental agency.
7. "Principals," for the purposes of this Proposal, means officers, directors, owners, partners and persons having primary or substantial management or supervisory responsibilities within a business entity.

8. The certifications in paragraphs 4, 5 and 6 of this Proposal are material representations of fact upon which reliance will be placed when making an award. If it is later determined that the Proposer knowingly rendered an erroneous certification, in addition to other remedies available to the County, the County may terminate the contract resulting from this solicitation for default.

(Official Name of Firm)

SEAL - If Bidder is a Corporation

(Signature)

(Print Name)

(Title)

(Complete Business Address)

(Email Address)

(Federal Taxpayer ID Number)
Part One: Please Check (✓) Answer Yes or No

Expanded answers are completed in Part Two.

| HIPAA Compliance: All bidder systems and services must comply with current HIPAA EDI, Privacy, and Security regulations at all times. Do you agree to maintain adherence to federal HIPAA Privacy and Security regulations as it relates to the personal health information you receive about the County’s plan participants during the proposal, implementation, contract, and post-contract periods? |
|-------------------------------------------------|---|---|
| Yes | No |

### I. Administration Services

1) Are Customer Service Representatives able to resolve issues with one call?  
2) Can you accept eligibility files in electronic format?  
3) Can the County upload initial enrollment electronically?  
4) Will the County have online access for additions, terminations, and status changes?  
5) Does your system support on line real time eligibility inquiries by the County?  
6) Have you noted on Attachment F - the Deviations Form, any provisions of the current benefit plan that you are not able to administer?

### II. Claims Processing

1) Does your EO8 include:  
   a. Diagnostic codes?  
   b. Discounts on services?  
   c. Specific instructions on how to appeal?  
   d. Specific information on the timeframes for appealing?  
2) Do you have an automated method to identify and recover overpayments?  
3) Do you use a subcontracted vendor to identify and recover overpayments? If yes:  
   a. Is the cost borne by the County?
<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>b. Is the cost a part of your administrative fee?</td>
<td></td>
</tr>
<tr>
<td>4) Do you have the ability to administer claims based on the County’s current plan design(s) and will not ask the County to alter any of their plan of benefits in order to accommodate your computer system?</td>
<td></td>
</tr>
<tr>
<td>5) Has your claim system been updated to comply with HIPAA’s most current regulations?</td>
<td></td>
</tr>
<tr>
<td>6) Do you capture/store the following data in your claim system:</td>
<td></td>
</tr>
<tr>
<td>a. Group policy number?</td>
<td></td>
</tr>
<tr>
<td>b. Employer ID number?</td>
<td></td>
</tr>
<tr>
<td>c. Employee ID Number or other unique identifier?</td>
<td></td>
</tr>
<tr>
<td>d. Claimant ID Number or other unique identifier?</td>
<td></td>
</tr>
<tr>
<td>e. Claimant relationship: employee, spouse, child?</td>
<td></td>
</tr>
<tr>
<td>f. Claimant gender?</td>
<td></td>
</tr>
<tr>
<td>g. Claimant date of birth?</td>
<td></td>
</tr>
<tr>
<td>h. Separate claims data for COBRA participants?</td>
<td></td>
</tr>
<tr>
<td>i. Provider name?</td>
<td></td>
</tr>
<tr>
<td>j. Provider ID number (TIN or NPI)?</td>
<td></td>
</tr>
<tr>
<td>k. Provider/service address, city, state, zip code?</td>
<td></td>
</tr>
<tr>
<td>l. Type of service?</td>
<td></td>
</tr>
<tr>
<td>m. Billed amount?</td>
<td></td>
</tr>
<tr>
<td>n. Allowed amount?</td>
<td></td>
</tr>
<tr>
<td>o. Deductible, coinsurance, co-pay amounts?</td>
<td></td>
</tr>
<tr>
<td>p. Discount amount?</td>
<td></td>
</tr>
<tr>
<td>q. Ineligible amount?</td>
<td></td>
</tr>
<tr>
<td>r. Paid amount?</td>
<td></td>
</tr>
<tr>
<td>s. Claim processed/date paid?</td>
<td></td>
</tr>
</tbody>
</table>

**III. Operating Area Network**

1) Does your organization contract directly with providers:
   a. In your operating area?
   b. Outside your operating area?

2) Does your organization contract indirectly with providers through another organization:
   a. In your operating area?
   b. Outside your operating area?

3) Are any fees associated with contracting with another organization billed to the County?

4) Do you offer coverage for members who travel outside the service area and need:
   a. Emergency treatment?
   b. Non-Emergency treatment?
5) Can your in network providers deliver services for the following specialized treatment conditions:
   a. Major burns
   b. Organ transplants
   c. Bone marrow transplants
   d. Other than surgery, radiation and chemotherapy, do you cover the specialized cancer treatments such as stem cell transplant, precision medicine based on genetic testing, hormone therapy for breast and prostate cancers, targeted therapy and immunotherapy?
   e. Neonatal care
   f. Fertility treatments
   g. Hemophilia treatments

6) Does your network contract with Centers of Excellence for organ transplants and other life-threatening diagnoses?

7) Do you anticipate a change in the size or location of your network in the next year that would affect the County’s population?

8) Are there any penalties incurred by the County when claims payments do not occur within a certain number of days (i.e., the discount is not valid if claims are not paid within 30 days of being submitted)?

9) Will surprise bills be the responsibility of the County or member to resolve?

10) Can bills from non-participating ER providers be adjudicated by returning the bill or EOB to our account representative?

11) Are all ER providers in participating facilities contracted with you?

12) Will we receive your negotiated discounts with direct contracting for surprise bills? (e.g. Bills from non-contracted ER providers)

13) Is any portion of the proposed network rented or leased?

---

**IV. Out of Area Network**

1) Does your organization contract directly with providers?

2) Does your organization contract indirectly with providers through another organization?

3) Are any fees associated with contracting with another organization billed to the County?

4) Can your network providers deliver services for the following specialized treatment conditions:
   a. Major burns?
   b. Organ transplants?
   c. Bone marrow transplants?
   d. Neonatal care?
   e. Fertility treatments?
<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>f. Hemophilia treatments?</strong></td>
<td></td>
</tr>
<tr>
<td><strong>5)</strong> Do you anticipate a change in the size or location of your network in the next year that would affect the County's population?</td>
<td></td>
</tr>
<tr>
<td><strong>6)</strong> Are there any penalties incurred by the County when claims payments do not occur within a certain number of days (i.e., the discount is not valid if claims are not paid within 30 days of being submitted)?</td>
<td></td>
</tr>
<tr>
<td><strong>7)</strong> Will surprise bills be the responsibility of the County or member to resolve?</td>
<td></td>
</tr>
<tr>
<td><strong>8)</strong> Can bills from non-participating ER providers be adjudicated by returning the bill or EOB to our account representative?</td>
<td></td>
</tr>
<tr>
<td><strong>9)</strong> Are all ER providers in participating facilities contracted with you?</td>
<td></td>
</tr>
<tr>
<td><strong>10)</strong> Will we receive your negotiated discounts with direct contracting for surprise bills? (e.g. Bills from non-contracted ER providers)</td>
<td></td>
</tr>
<tr>
<td><strong>11)</strong> Is any portion of the proposed network rented or leased?</td>
<td></td>
</tr>
</tbody>
</table>
Part Two: Narrative Response.

Please respond on separate paper.

I. GENERAL INFORMATION

1) Organization background:
   a. Organization’s name
   b. Corporate headquarters address
   c. City & state that will service the County’s account
   d. Does your firm have a local office?
   e. Date your firm became operational
   f. Date your firm became operational for the services requested in this RFP
   g. Ownership of your firm

2) Indicate your firm’s latest ratings by all the following agencies, and date of rating review:
   a. A.M. Best
   b. Standard and Poor’s (S&P)
   c. Fitch
   d. Moody’s
   e. Weiss

3) Implementation:
   a. What is the minimum amount of implementation lead-time needed to initiate the proposed services?
   b. List any transition issues the County should consider
   c. List any specific administrative procedures or information your firm will need from the County in order to implement your services?

4) Complete the following information about the individual from your organization who will be assigned as the OVERALL ACCOUNT MANAGER for this client: Name, Title, City/State, Length of Time in Current Position

5) Complete the following information about the individual from your organization who will be assigned as the PRIMARY DAY TO DAY CONTACT for this client: Name, Title, City/State, Length of Time in Current Position

6) Describe all tools that are available on your website to consumers, such as network provider quality, treatment estimates, deductible and out-of-pocket accumulators, etc.
7) Please provide a temporary login password to allow the selection committee to evaluate the tools.

8) With which PBM’s do you currently work with for other clients under your self-funded arrangements?

9) Would there be any additional charges to the County to establish a relationship with our PBM and to aggregate our Out of Pocket Maximum and our Stop Loss?

10) Please supply a sample report of someone approaching their OOP maximum.

II. CUSTOMER SERVICE OPERATIONS

1) Will there be a designated team of customer service representatives for the Client? Will you provide a toll-free customer service number for claim and benefit inquiries? Are questions regarding provider billing, benefits, or member grievances covered by the same phone number? If not, please explain.

2) What hours and days are live customer service representatives available in EST?

3) Are your customer service representatives in the continental US?

4) What alternative services do you provide? (i.e., Assistance for the hearing impaired, 24-hour toll-free automated benefits and eligibility, customer service accessible via the internet, etc.)

5) Please provide the following statistics for 2017 and 2018 YTD:
   a. Average speed to answer: _% within 30 seconds
   b. Busy rate: _____________ seconds
   c. Abandonment Rate: _%

6) Are plan participants able to access a web portal for:
   a. Status of claims
   b. Benefit brochure
   c. ID cards

7) What kind of web tools do you have for consumer engagement such as:
   a. Network provider quality
   b. Treatment estimator
   c. Deductible/out-of-pocket accumulator
   d. Modeling of plan options for members
8) Please provide a temporary login and password so the County can evaluate your tools.

9) What methods does your organization use to measure customer satisfaction?

10) Provide a copy of your most recent customer satisfaction survey statistics.

III. UTILIZATION MANAGEMENT

1) Explain your precertification/preauthorization process and list the most common services needing pre-authorization.

2) Explain what your preauthorization determination is based on, such as:
   a. Appropriate level of care
   b. Reasonable length of stay
   c. Actual medical necessity
   d. Appropriateness of the surgery or service being requested
   e. Necessity for a proposed pre-operative hospital day
   f. Necessity for proposed 23-hour observation stays following outpatient surgery

3) Who is responsible for submitting pre-authorization requests, the member or the provider?

4) State how your process of pre-authorization saves us money especially compared to competitors.

5) Do the following services require pre-authorization?
   a. Elective inpatient medical/surgical admissions
   b. Elective outpatient surgery
   c. Diagnostic services
   d. Durable medical equipment
   e. Corrective appliances/prosthetics
   f. Skilled nursing facility
   g. Home health/home enteral, infusion therapy
   h. Physical therapy
   i. Acute psychiatric admissions
   j. Residential psychiatric admissions
   k. Psychiatric outpatient therapy services
   l. Substance abuse
   m. Chiropractic care
   n. Other services (describe)

6) Do you agree to attempt to redirect pre-service member calls to an appropriate in-network provider?

7) If unable to redirect to an appropriate in-network provider, do you agree to document why?
8) If the service provider fails to obtain approval, is the member responsible?

9) Do you review scheduled inpatient admissions, redirect to in-network providers, and refer to case management for follow-up?

10) During case management, do you agree to direct the patient and/or their health care providers to use the lowest cost option?

11) Do your contracts include outcome-based reimbursements? Explain.

12) What is your health management model to engage disease states to avoid catastrophic outcomes? Fully detail.

13) How does your model drive patients to Primary Care vs. Specialists? Include any evidence you have to show how that compares to industry averages.

14) Explain if Value Based Pricing has changed medical trend in your book of business.

15) Do you offer incentives to physicians for your model of payment?

16) Explain how your payment model gauges the level of care for each member.

17) Do your PCP providers receive a capitated payment each month? If so how is that determined?

18) Explain if you have implemented any methods that expand the use of primary care.

19) Explain any enhanced care management methods or options available to reduce inappropriate use of emergency room services.

20) Do you notify us of any pending pre-authorizations?

21) Explain how you identify cases which you assign case management?

22) Describe the method and frequency of notification about cases under review.

IV. DISEASE MANAGEMENT

1) Outline your Disease Management programs highlighting how they save money. Specify Disease States.

2) Did you propose your Disease Management Program as a line item?

3) Are you willing to include performance guarantees based on the effectiveness of your Disease Management Programs?
4) What enhanced medical management programs are available to us and what are the costs?

V. SELF FUNDING GENERAL

1) Will the County have a dedicated or designated team to help with questions?

2) Indicate any minimum checking account balance you require to pay claims.

3) Please describe any banking requirements.

4) Run-Out
   a. Do you agree to process the run-out upon contract termination?
   b. If so, what is the fee that would be charged to the County?

5) How long would you administer run outs?

VI. OPERATING AREA NETWORK

1) What is the name of your network? Please attach a map of your Counties of Operation.

2) If you directly or indirectly contract with another network inside New York:
   a. What is the vendor and network name?
   b. If there is a fee, is it included in your administration fee or billed to the County?

3) If billed to the County, what is the fee?

4) Provide a list of the Centers of Excellence included in your network in New York and disease state treated.

5) Outline any anticipated network changes or outside vendors for:
   a. Physicians
   b. Hospitals
   c. Labs
   d. PBM
   e. Radiology
   f. Mental Health

6) Indicate major hospital contracts scheduled for renewal in the next 12 months for:
   a. Columbia County
b. New York (other than Columbia County

c. Fairfield and Litchfield Counties, CT

d. Berkshire County, MA

7) Indicate your self-reported discounts (using billed less ineligible as the denominator) within your operating area.

VII. OUT OF AREA NETWORK

1) What is the name of your network?

2) If you directly or indirectly contract with another network:
   a. What is the network name and fee you pay?
   b. If there is a fee, is it included in your administration fee or billed to the County?

3) If billed to the County, what is the fee?

4) Provide a list of the Centers of Excellence included in your network outside your NY service area and disease state treated at each of these facilities.

5) Outline any anticipated network changes, based on the employee zip codes outside New York for:
   a. Physicians
   b. Hospitals

6) Indicate major hospital contracts scheduled for renewal in the next 12 months based on employee zip codes outside New York.

7) List any provider specialties in your network that are compensated on a capitation basis.

8) Indicate your self-reported discounts (using billed charges less ineligible as your denominator) outside your operating area.

VIII. CLAIMS PAYMENT

1) What penalties are included in your provider contracts related to untimely claim payment?

2) How do you audit to identify and recover overpayments?

3) What percentage will the County keep?

4) Subrogation: What vendor do you use for subrogated claims?
a. What percentage of the recovered monies do we keep?

b. How far back do you go to recover overpayments?

5) If you plan any changes to your claims system in the next 24 months, how will that affect the County?

6) List discounts for medications purchased under the medical contract.

7) List all of the scenarios in which your discounts cannot be applied to bills submitted by network facilities or physicians.

8) Please attach a sample of your Explanation of Benefits.

9) Please provide sample claim reports you will provide.
   a. How frequently will the group receive these reports?
   
   b. Are non-standard and ad-hoc reports available?
   
   c. If so, what is the cost associated with the production of such reports?
   
   d. What is the name of the system you use?

10) Describe your reporting capabilities. Please provide examples.

11) Do you have a High Cost Claims trigger to pend claims for review? If so, what is the dollar amount set at?

12) Will the County be consulted before paying High Cost Claims? And what access will the County have to auditing claims?

13) Explain how non-network claims are negotiated (e.g. emergency services such as ambulance and air ambulance)?

14) Explain how discounts are applied to non-network claims, especially to those providers that do not participate in any networks.

15) For providers that do not accept any insurance but must be paid (again, emergency services are an example) do you use a percentage of Medicare to calculate fair payment and is this on a per occurrence case or is there a formula you use in order to prevent overpayment?

16) Can you meet quarterly to review how our High Cost Claims are paid and managed?

17) Are you going to re-price our past claims to show your competitive advantage? If so, please send us a format of the information you will need.
IX. WELLNESS SERVICES

1) Have you included information in your response regarding all of the Wellness Services and Programs that you are offering to the County?

2) Are you willing to include performance guarantees based on the effectiveness of your Wellness Services Program? If so, please describe.

3) How do you measure your program's effectiveness?

4) Describe any Wellness Allowance you have included in your proposal.

5) Will a Wellness Allowance be provided annually?
   a. If so, how much?

6) Describe what items the County can pay for with the Wellness Allowance.

7) Do you agree to allow the County to roll over any unused funds from one year to the next?

8) Describe any type of dedicated wellness resources you are willing to offer the County.

X. STOP LOSS COVERAGE

1) Has your organization read and agreed to administer stop loss insurance in accordance with the plans as described in the attachments? If no, explain any deviations.

XI. PERFORMANCE GUARANTEES

For the following categories, provide the performance standard you are willing to offer, the financial penalty (maximum dollar amount or % of administrative fees) you will agree to pay if the standard is not met, and the method of measuring the penalty for each funding type proposed.

1) Vendor attendance at County meetings: Attendance by vendor representatives when requested at meetings scheduled by the Client during the contract period and implementation phase.

2) Vendor call (or e-mail) return timeliness: The County or designated consultant’s calls (or e-mails) to vendor are returned within 24 clock hours.
3) Processing eligibility updates: All updates to eligibility or enrollment records will be made within 3 business days after the information is received by the vendor.

4) Telephone call availability & answering speed: 90% of all calls are answered within 30 seconds, and telephone service is available between 8:00 am and 6:00 pm New York Time Zone on business days.

5) Telephone call on-hold (in-queue) time: An average of less than 2 minute(s) on hold before a human being answers.

6) Telephone Abandonment Rate: An abandonment rate of less than 3% is maintained during standard business hours.

7) Claims Processing Accuracy: 99% of claims dollars submitted for payment will be accurately processed and paid. Regardless of whether or not these standards of performance are satisfied, the vendor must reimburse the County for all overpayments that are not recovered from the recipient within 60 days after the overpayment is discovered. The County will assign its right to recover any such overpayments to the vendor.

8) Turnaround Time on Claims Payments: 95% of all claims received will be completely processed (paid, denied, or pended for additional information) within 14 calendar days after they are received. 100% of claims will be processed within 30 calendar days of receipt.

9) Elevated Claim Issues: When the County contacts you with an elevated claim issue via telephone or email directly or through their consultant you will respond within 24 hours and provide progress reports every 48 hours until the issue is resolved.

10) Timeliness of Claim Reports: Each report the vendor will supply the County will be provided within a mutually agreed upon timeframe.

11) Claims Coding: 99% of all claims will be coded with no errors.

12) Implementation: Successful implementation as defined by key milestones. Include measurable milestones in your proposal.

13) Data Exchange: Receive and transmit the County’s data with vendors based on a frequency defined by the business needs of the County.

14) Network Discounts: Achievement of self-reported discounts (as responded to in the Network Composition section of this Questionnaire).

15) Network Size: Agree to maintain the size of the network as provided by your Geo Access report.
1. **NETWORK FEE**: (per enrolled contracts per month)
   - Standard Administrative Services: $_______
   - Network Access Fees – Primary Network: _______
   - Pharmacy – Coverage for Mandated Medical RX only: _______
   - Administrative of Stop Loss Contract: _______
   - Wellness: _______
   - Lifestyle Coaching: _______
   - Wellness Extras & Rewards: _______
   - Radiology Management Program: _______
   - Radiation Management Program: _______
   - **Total ASO Fee**: _______

2. **PROVIDER CONTRACTED DISCOUNTED RATE PERCENTAGES:**
   - Inpatient Services: %_______
   - Outpatient Services: _______
   - Ambulatory Services: _______
   - Professional Services: _______
   - Other Services: _______

3. **OPTIONAL AVAILABLE SERVICES:**
   - $_______

4. **OTHER FEES:**
   - $_______

---

(Official Name of Firm)

(Signature)

(Print Name)

(Title)
Name of Company: ____________________________________________

Signature: __________________________________________________

Date: __________________________

Describe any pending or closed lawsuits against your organization in the past five (5) years.

Authorized Signature

__________________________________________

Firm Name

__________________________________________

Date
Attachment F
Deviations

Directions – Indicate all areas where your proposal may differ from the requested services or contract and insurance language (Attachments G and H). In particular, clearly list all plan benefit features that you cannot administer with the current plan design or any contract or insurance deviations. Do not say “see proposal” or include your standard benefit summary and expect the County to determine where differences exist. Do not indicate that “your standard contractual provisions will apply beyond basic plan design features” without indicating differences. The County needs to thoroughly understand any differences you are proposing. If you do not have any deviations please mark N/A. If nothing is indicated on this form, then it will be assumed your proposed benefits match the current benefits exactly even if you include a benefit summary that states differently. Use additional pages as necessary.

Name of Company:

______________________________________________________________

Signature:

______________________________________________________________

Date: ______________________

DEVIATIONS FROM SPECIFICATIONS
1. 
COLUMBIA COUNTY, NY
Request for Proposals
Provider Network in Administrative Services Only Medical Plans
RFP# HR 2019-1

Attachment G
Insurance and Indemnification

Vendor agrees to hold harmless and indemnify the County of Columbia, and the officers, agents, and employees of said County from and against all loss, damage, claims, demands, causes of action, judgments, losses, damages, liabilities, penalties and other obligations and expenses (including, without limitation, to reasonable attorneys’ fees) arising out of bodily injury or property damage of whatever kind or nature, caused by Vendor and/or its employees, and arising out of Vendor’s performance of this Agreement. Additionally, Vendor agrees to procure and maintain, at its own expense, insurance of the kinds and in the amount hereinafter provided, with insurance companies authorized to do business in the State of New York, covering all operations under this Agreement, whether performed by Vendor, its employees, or its subcontractor (if any).

Before commencing work on behalf of the County of Columbia, Vendor shall furnish Certificates of Insurance that have complied with these requirements, which certificates shall provide:

1. Coverage shall not be cancelled or reduced until thirty (30) days written notice has been given to the County of Columbia.

2. Underwriters will have no rights of recovery or subrogation against the County of Columbia, it being the intention of the parties that the insurance policies so affected shall protect both parties.

3. The insurance company(ies) issuing the policy(ies) shall have no recourse against the County of Columbia for payment of any premiums or assessments under any form of the policy.

4. Any and all deductible and self-insured retentions in the above-described insurance policies shall be assumed by and at the risk of Vendor in the amounts indicated in such policies.

The coverage parts and amount of insurance required are those checked as follows:

☐ Commercial General Liability insurance with minimum limits of $1,000,000 per occurrence, subject to a $2,000,000 annual aggregate. Coverage shall include bodily injury, property damage, personal injury, and blanket contractual liability. The County of Columbia shall be named additional insureds.

☐ Automobile Liability insurance with minimum limits of $1,000,000 each accident. Coverage shall provide for any vicarious liability of the County of Columbia and be applicable to all owned, non-owned, hired, borrowed or temporarily used vehicles by Vendor.

☐ Statutory Workers’ Compensation, Employer’s liability, and New York State Disability in accordance with the Workers’ Compensation and disability benefits laws of the State of New York.

☐ Professional liability insurance with minimum limits of $1,000,000 per occurrence and a $3,000,000 annual aggregate.
1) Legal Remedies – All claims and controversies shall be litigated in either the Supreme Court of the State of New York, County of Columbia or in the Federal District Court, Northern District, located in Albany, New York.

2) Agreement – The Agreement shall constitute the entire agreement between the County and the Vendor relating to this requirement and shall prevail over any and all previous agreements, contracts, proposals, negotiations or master agreement in any form.

3) Agreement Amendments -The Agreement shall be modified only by a written amendment signed by persons duly authorized to enter into agreements on behalf of the County and Vendor.

4) Provisions Required by Law – Each and every provision of law and any clause required by law to be in the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Agreement shall forthwith be physically amended to make such insertion or correction.

5) Severability – The provisions of the Agreement are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the Agreement which may remain in effect without the invalid provision or application.

6) Records – The Vendor shall retain, and shall contractually require each subcontractor to retain, all books, accounts, reports, files and other records relating to the acquisition and performance of the Agreement for a period of six (6) years after the completion of the Agreement. All such documents shall be subject to inspection and audit at reasonable times. Upon request a legible copy of any or all such documents shall be produced at the offices of the Controller of the County of Columbia or at the Office of the Columbia County Attorney.

7) Advertising – Contractor shall not advertise or publish information concerning the Agreement, without prior written consent of the County.

8) Preparation of Specifications by Persons Other than County Personnel – All specifications shall seek to promote overall economy for the purposes intended and encourage competition and not be unduly restrictive in satisfying the County’s needs. No person preparing specifications shall receive any direct or indirect benefit from the utilization of specifications, other than fees paid for the preparation of specifications.

9) Americans With Disabilities Act - The Vendor shall comply with all applicable provisions of the Americans with Disabilities Act and applicable federal regulations under the Act. The Vendor expressly agrees:
   a. that in the hiring of employees for the performance of work under this Agreement or any subcontract hereunder, no contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall by reason of race, creed, color, sex, age, physical disability or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates; and
   b. that no contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this Agreement on account of race, creed, color, sex, age, physical disability or national origin; and
   c. that there may be deducted from the amount payable to the contractor by the County under this Agreement a penalty of fifty dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the Agreement; and
   d. that this Agreement may be cancelled or terminated by the County, and all moneys due or to become due hereunder may be forfeited, for a second or any subsequent violation of this section of the Agreement.
e. Whenever the term "contractor" appears in this paragraph it shall be deemed to read "vendor."

10) Conflict of Interest - The Vendor expressly understands and agrees that the Vendor is and shall in all respects be considered an independent contractor. The Vendor, its employees, partners, associates, subcontractors, sub consultants and any others employed by the Vendor to render services hereunder, are not and shall not hold themselves out as, nor claim to be, an officer or employee of the County, nor make claim to any rights accruing thereto, including but not limited to Workers' Compensation, disability benefits, Unemployment Benefits, Social Security coverage, application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, or retirement plan membership or credit. Vendor shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Consultant activities and responsibilities hereunder. Vendor agrees that it is a separate and independent enterprise from the County, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This agreement shall not be construed as creating any joint employment relationship between Vendor and the County, and the County will not be liable for any obligation incurred by Vendor, including but not limited to unpaid minimum wages and/or overtime premiums.

11) Federal, State and Local Taxes, Licenses, and Permits – Vendor is solely responsible for complying with all laws, ordinances, and regulations on taxes, registrations, licenses, and permits, as they may apply to any matter under this document. The Vendor must demonstrate that they are duly licensed by whatever regulatory body may so require during the performance of the Agreement. Prior to the commencement of Agreement, the Vendor shall be prepared to provide evidence of such licensing as may be requested by the County. Vendor shall, at no expense to the County, procure and keep in force during the entire period of the Agreement all such permits and licenses. The Vendor shall comply, at its own expense, with the provisions of all federal, state and local laws, rules and regulations applicable to the Vendor as an employer of labor or otherwise. The Vendor specifically represents and agrees that it and its members, officers, employees, agents, servants, consultants and subcontractors have and shall possess the appropriate licensure, experience, knowledge and character necessary to qualify them individually for the particular duties they perform hereunder.

12) Liens – Each Vendor shall keep the County free and clear from all liens asserted by any person or entity for any reason arising out of the furnishing of services or materials by or to the Vendor.

13) Sexual Harassment – Federal law and the polices of the County prohibit sexual harassment of County employees. Sexual harassment includes any unwelcome sexual advance toward a County employee, any request to a sexual favor from a County employee, or any other verbal or physical conduct of a sexual nature that is so severe or pervasive as to create a hostile or offensive working environment for County employees. Vendor, subcontractor, and suppliers for this project are required to exercise control over their employees so as to prohibit acts of sexual harassment of County employees. The employer of any person whom the County is in reasonable judgment determines has committed an act of sexual harassment agrees as a term and condition of the Agreement to cause such person to be removed from the project site and from the County premises and to take such other action as may be reasonably necessary to cause the sexual harassment to cease.

14) Confidentiality - Any and all disclosure or requirements for examination and providing records as set forth in this contract are and shall be subject to the prohibitions, limitations and requirements of the Health Insurance Portability and Accountability Act (42 U.S.C.A. Section 210 et seq.), and any and all rules, regulations and agency requirements adopted or made there under. Any refusal to disclose information by any party asserting such prohibitions or limitations shall be subject to enforcement or interpretation as prescribed by said act.

15) Assignment-Delegation - Any purported delegation of duties or assignment of rights under this Agreement without the express written consent of the County is void. The Vendor shall not subcontract any part of the work without the prior written consent of the County. All subcontracts shall provide that subcontractors are subject to all terms and conditions set forth in the contract documents. All work performed by a subcontractor shall be deemed work performed by the Vendor. In the event an assignment is made with the consent of the County, it shall not constitute a violation and the Vendor shall not be released from its obligations to the County under this agreement.
16) Force Majeure - Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing under the Agreement if such delay or default is caused by conditions beyond its reasonable control including but not limited to wars, insurrections, fires, floods, government restriction and/or any other cause beyond the reasonable control of the party whose performance is affected.

17) Intellectual Property Rights – It is understood and agreed that ownership of intellectual property developed as a result of fulfilling the requirements of this agreement belongs solely and exclusively to the County. Documents provided in connection with the agreement belong to the County and are being used with permission. Intellectual property as used herein means all forms of legally protectable intellectual property, including copyrights, trademarks, inventions, patent applications, patents and mask works, drawings and or blueprints. It is also understood and agreed that any intellectual property created as a result of Vendor’s performance of this Agreement is considered a work for hire under the U.S. copyright laws and as such, the County will own the copyright.

18) Laws and Regulations – Vendors are solely responsible for keeping themselves fully informed of and faithfully observing all laws, ordinances, and regulations affecting the rights of their employees and shall protect and indemnify the County, its officers and agents against any claims of liability arising from or based on any violation thereof.

19) Payment Terms - Any and all requests for payment to be made, including any request for partial payment made in proportion to the work completed, shall be submitted by the Vendor on properly executed claim forms of the County and paid only after approval by the County. In no event shall final payment be made to the Vendor prior to completion of all services, the submission of reports and the approval of same by the County. Except as otherwise expressly stated in this Agreement, no payment shall be made by the County to the Vendor for out of pocket expenses or disbursements made in connection with the services rendered or the work to be performed hereunder. Prior to the making of any payments hereunder, the County may, at its option, audit such books and records of the Vendor as are reasonably pertinent to this Agreement to substantiate the basis for payment. The County shall provide payment pursuant to this paragraph within thirty (30) days after payment would otherwise be due pursuant to the provisions of this paragraph 3, but the County shall not be restricted from withholding payment for cause found in the course of such audit or because of failure of the Vendor to cooperate with such audit. The County shall, in addition, have the right to audit such books and records subsequent to payment, if such audit is commenced within one year following termination of this Agreement.

20) Price Adjustment – Price changes per “Attachment D” will normally only be considered at the end of one Agreement period and the beginning of another. Price change requests shall be in writing, submitted 180 days prior to the end of the current agreement period and shall be supported by written evidence of increased costs to the Vendor. The County will not approve unsupported price increases that will merely increase the gross profitability of Vendor at the expense of the County. Price change requests shall be a factor in the Agreement extension review process. The County shall in its sole opinion, determine whether the requested price increase or an alternate option is in the best interest of the County.

21) Prior Course of Dealings – No trade usage, prior course of dealing, or course of performance under other agreements shall be a part of this Agreement resulting from this RFP, nor shall such trade usage, prior course of dealing or course of performance be used in the interpretation or construction of such resulting agreement.

22) Right to Offset – The County shall be entitled to offset against any sums due the Vendor, any expenses or costs incurred by the County, or damages assessed by the County concerning the Vendors non-conforming performance or failure to perform the Agreement, or any other debt owing the County.

23) Insolvency – The County shall have the right to terminate the Agreement at any time in the event Vendor files a petition in bankruptcy; or is adjudicated bankrupt; or if a petition in bankruptcy is filed against Vendor and not discharged within thirty days; or if Vendor becomes insolvent or makes an assignment for the benefit of its creditors or an arrangement pursuant to any bankruptcy law; or if a receiver is appointed for Vendor or its business.

24) Lack of Funding - This agreement is entered into for the purpose of performing a governmental function, and it shall inure only to the benefit of the entities that are the parties hereto. This agreement is not intended to benefit any person or entity that is not a signatory to this agreement, and it does not create any rights in favor of, nor does it expand or enlarge any rights of, persons or
entities who are not signatories to this agreement. There are no third party beneficiaries to this agreement.

25) The parties hereto understand and agree that each and every provision of law, rules and regulations and clause required by law to be inserted in this Agreement shall be deemed to be incorporated herein by reference. Accordingly, if, through mistake, inadvertence, or otherwise, such provision is not inserted, or is incorrectly inserted, said law, rules, or regulations and/or clause shall be deemed to have been inserted herein and this Agreement shall be read and enforced as though such provision of law and/or clause were included herein.

26) The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

27) This Agreement shall be construed and enforced in accordance with the laws of the State of New York.
Compliance with General Municipal Law Section 92-a(6)(c)

1. In addition to the terms and conditions contained in the RFP, the agreement by and between the County and the vendor shall contain and meet the following requirements:
   a. a clear statement of the charges, fees or other compensation for the services provided under the agreement;
   b. a statement that payment for the services provided under the agreement shall be made only after the services are rendered;
   c. a provision stating that the contract administrator or other service provider to which functions are delegated shall be liable to the public corporation for all loss or damage that may result from any failure by the contract administrator or other service provider to discharge their duties, or from any improper or incorrect discharge of those duties, and a provision that expressly reserves to the public corporation all legal rights of set-off. The contract administrator or service provider shall save the public corporation free and harmless from any and all loss occasioned by or incurred in the performance of services under an agreement pursuant to this subdivision;
   d. a provision requiring the contract administrator or other service provider to furnish a surety bond in the amount of $250,000 to secure the contract administrator's or other service provider's performance under the agreement;
   e. a provision requiring the contract administrator or service provider to establish, maintain and retain for a specified period complete and accurate books, records, documents, accounts and other evidence pertinent to performance under the agreement, and to submit quarterly and annual reports, in a form acceptable to the governing board of the public corporation, detailing the payment of claims and other activities of the contract administrator or other service provider during the relevant period. The auditing body or official of the public corporation shall have access to and may examine such books, records, documents, accounts and other evidence pertinent to performance under the agreement upon reasonable notice to the contract administrator or service provider;
   f. a provision requiring an annual audit, and opinions thereon, by an independent certified public accountant, of the accounting procedures and internal control procedures of the contract administrator or other service provider;
   g. a provision by which the contract administrator or other service provider agrees to maintain the confidentiality of medical records in its possession and that such confidentiality may only be waived upon the written consent of the covered person; and
   h. a provision by which the contract administrator or other service provider acknowledges that those records maintained on behalf of the public corporation are subject to the provisions of article six of the public officers law.

2. A contract entered into pursuant to this section shall be for a term not to exceed five years, except that it shall be subject to cancellation by the municipal corporation at any time upon thirty days' notice.