

Request for Proposals

**Medical, Pharmacy, Dental and Stop-Loss
Insurance**

For

**Montgomery County Virginia
755 Roanoke Street
Christiansburg, VA 24073-3181
and**

**Montgomery County Public Schools
750 Imperial Street
Christiansburg, VA 24073**

RFP # 24-15

Issued Date: May 8, 2024



Prepared by:

REQUEST FOR PROPOSAL

**MEDICAL, DENTAL, PHARMACY AND STOP-LOSS INSURANCE FOR
MONTGOMERY COUNTY VIRGINIA**

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CONFIDENTIALITY AND OWNERSHIP NOTICE

Information contained in this Solicitation is proprietary and highly confidential. The request for proposal is provided to you solely for the purpose of preparing a proposal for the customer and coverage in question. Dissemination of the information contained herein shall be limited to your employees who are directly involved in the proposal preparation process. Under no circumstances is any of the information contained herein to be disseminated, disclosed, or otherwise communicated to any person or entity not involved in the proposal preparation process.

Mark III Brokerage, Inc prepared the presentation of specifications and significant issues provided in this Solicitation. Duplication or use of any part of the proposal specifications, questions, or material contained herein, without the explicit consent of Mark III Brokerage, Inc. is strictly prohibited.

I. PURPOSE

Montgomery County Virginia (County) and Montgomery County Public Schools (MCPS) are requesting sealed proposals from qualified Group Insurance Providers for medical, pharmacy, dental, and stop-loss coverage to County and MCPS employees, eligible retirees, and dependents. The County and MCPS are challenged to provide quality governmental services at a reasonable cost. As a result, County and MCPS leadership must ensure that all aspects of its financial operations are as competitive as possible. Given this, the County and MCPS want to ensure that all components of its medical, pharmacy, dental, and stop-loss insurance programs are competitively priced. The County and MCPS seek to identify Providers that can offer a high level of service at the most reasonable expense to administer the County and MCPS employee medical, pharmacy, dental, and stop-loss insurance program. Currently, the County and MCPS share a combined, self-funded, medical plan through Anthem. The County provides pharmacy coverage through Anthem which is included in this RFP, and MCPS has a carved-out pharmacy program that is not part of this RFP. The County and MCPS have stand-alone stop-loss plans for each entity. The County provides a self-funded dental program through Delta Dental, and MCPS has a fully insured plan through Ameritas. Each entity has their own unique benefits under the medical, pharmacy, dental, and stop-loss. Proposals should seek to match the current structure and benefits provided by each entity. In addition to a proposal matching the current structure and benefits, proposers are welcome to offer any additional options that they feel could be of benefit to the County or MCPS, such as a combined stop-loss plan. **Providers may submit proposals, net of commission, as a package which includes self-insured medical, pharmacy, dental, and stop-loss insurance. Please refer to question 4 in the Questionnaire.**

II. PROJECT OVERVIEW

The County requests proposals for the provision and administration of self-insured medical (combined with MCPS), pharmacy, and dental plans for its employees, eligible retirees, and

dependents. The County is currently insured for medical with Anthem, dental with Delta Dental (self-funded) and Voya is the Stop-Loss carrier. The current stop loss has a \$250,000 specific and no aggregate coverage. This plan does include a renewal rate cap.

Under the current program for the County, full-time employees are eligible for benefits on the first day of the month following date of hire. Employees are considered full-time if they work 30 hours per week or more. Retirees are eligible for medical and pharmacy coverage up to Medicare eligibility. Retirees can remain on the dental plan indefinitely.

MCPS requests proposals for the provision and administration of self-insured medical (combined with the County), and dental plans for its employees, eligible retirees, and dependents. MCPS is current self-funded medical plan is with Anthem, dental with Ameritas (fully-insured) and Tokio Marine is the Stop-Loss carrier. The current stop-loss has a \$275,000 specific and no aggregate stop loss coverage.

Under the current program for MCPS, you have a 30 day window from your date of hire to enroll in one of two (2) health insurance plans offered by Anthem. Your coverage effective date is driven by your hire date: a) Hired during the school year: If you are hired on or before the 15th of the month, your coverage will begin on the 1st of the next month (Example: hired 9/13 ◇ insurance starts 10/1). If you are hired after the 15th of the month, your coverage will begin on the 1st of the following month (Example: hired 9/16 ◇ insurance starts 11/1). b) Hired at the beginning of the school year: If you are hired at the beginning of the school year, your Anthem coverage will be effective September 1st . The district considers full time 6.5 hours per day.

Any proposal submitted in response to this Solicitation should answer each question presented in the Proposal Questionnaire (**Attachment D**) and provide reasons and/or examples of why your firm should be selected by the County and MCPS to provide medical, pharmacy, dental, and stop-loss coverage for its employees. Review all specifications stated in this Solicitation and provide a complete response including all mandatory forms and signatures.

TERM OF CONTRACT: Any contract awarded as a result of this Solicitation will be for a term of 12 months, with the option to renew on an annual basis for up to four additional 12-month terms, upon mutual agreement of both parties. The initial contract term will be October 1, 2024 to September 30, 2025. Within the contract term, the evaluation criteria and carrier performance will be reviewed and assessed no less than 150 days prior to the beginning of each new plan year to determine whether to renew for an additional term. During this review period, the County and MCPS may also consider optional services and enhancements to the current plan for delivery of greater value and service.

III. INSTRUCTIONS TO OFFERORS: PROPOSAL SUBMITTAL, QUESTIONS, FORM OF PROPOSAL, AND AWARD

1. Proposal Submittal

All proposals submitted in response to this Solicitation must adhere to the format of this Request for Proposals. This requirement includes completing all required forms and submitting all information requested. Incomplete information will inhibit the County's MCPS's ability to accurately evaluate your proposal. **All proposals are to be net of commission.**

NOTICE: THE GOAL IS TO RECEIVE FIRM PROPOSALS. QUOTES/RESPONSES THAT ARE CONTINGENT UPON RECEIVING ADDITIONAL CLAIMS DATA WILL BE VIEWED LESS FAVORABLY.

To be considered, one electronic copy of your proposal must be sent to Tom Cheswick at Mark III Employee Benefits – tom@markiiiieb.com by 3:00 p.m., local prevailing time, on May 29, 2024.

The County and MCPS reserve the right to reject any and all proposals in whole or in part and to waive any informality in the request for proposals. No late proposals will be accepted. It is the sole responsibility of the Offeror to ensure that its proposal is delivered to the tom@markiiiieb.com as noted above no later than the designated date and hour. Nothing herein is intended to exclude any responsible firm or in any way restrain or restrict competition. The County and MCPS shall not be responsible for any costs incurred by any Offeror in preparing, submitting, or presenting its response to this Solicitation.

The County and MCPS does not discriminate against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, status as a service-disabled veteran, or any other basis prohibited by state law relating to discrimination in employment.

2. Questions regarding this Solicitation

Please do not hesitate to request clarification of any information contained in this Solicitation or to ask questions necessary for preparation of your proposal. Questions must be submitted **by email no later than 5 p.m., May 18, 2024**, to the following individual, and the email must identify in the subject line: **"Question Regarding Montgomery County and Montgomery County Schools Virginia Medical/Pharmacy/Dental/Stop-Loss RFP"**.

- Primary contact:
Tom Cheswick, Mark III Brokerage
Email: tom@markiiiieb.com

All inquiries, responses, addendums, and revisions will be shared by email with all entities of which the County and MCPS are aware having interest in this Solicitation.

1. Proposals must be made using the form provided with this Solicitation in **Attachment C**, Proposal Form.
2. Proposal must provide answers to the questions stated in the Proposal Questionnaire provided with this Solicitation in **Attachment D**. Upon request, the County and MCPS will

provide an electronic Word format version of the Proposal Questionnaire for the Offeror’s use to fill in its responses after each question. Responses to the questions must be provided in the order of the questions as presented in the Proposal Questionnaire. Offerors may provide additional documentation in support of its responses to the Proposal Questionnaire and, if provided, such additional documentation should be referenced within the responses to the Proposal Questionnaire.

3. If the Proposal includes deviations from the Specifications required by the Solicitation, such deviations should be listed and explained using **Attachment E**.
4. If Offeror wishes to designate as confidential any document or information provided in its proposal, then Offeror must specifically identify such document or information using **Attachment F**. Offeror should provide a separate redacted copy.
5. The Proposal must use **Attachment G** to provide the information requested regarding key personnel and other staff that will administer the program for the County and MCPS.
6. The Proposal must include references using the References form provided in **Attachment H**. References must include a minimum of three references for current contracts and three references for terminated contracts.
7. If Offeror wishes to provide documents in addition to the forms referenced above, Offeror should reference in the required forms the additional documents that are provided and state how such documents are relevant to the Proposal.

4. Rejection if proposal in improper form

Offeror’s failure to submit a proposal in the format as described above and including all information required by this Solicitation may be cause for rejection of the proposal. Modification of or additions to any portion of the proposal form may be cause for rejection of the proposal. The County and MCPS reserve the right to decide on a case-by-case basis, in its sole discretion, whether to reject a proposal as non-responsive.

5. Period allowed for County and MCPS acceptance of proposal

Any proposal resulting from this solicitation shall be valid for seventy-five (75) days after the proposal submittal deadline. At the end of the seventy-five (75) day period, the proposal may be withdrawn at the written request of the Offeror. If the proposal is not withdrawn at that time, it remains in effect until an award is made or the solicitation is cancelled.

6. Evaluation Criteria

Proposals shall be evaluated by a County and MCPS selection committee using the following criteria:

	Criteria	Point Value
1.	Overall qualification and experience of the carrier	20
2.	Quality of plan being offered	20
3.	Financial stability of the carrier—present and future	20
4.	Strength of network and availability of medical care providers	20

5.	Cost	20
	Most points (Total) one hundred	100

7. Interview

Prior to making an award pursuant to this solicitation, the County and MCPS reserve the right to require Offeror to interview with a County and MCPS review committee to determine whether Offeror is fully qualified, that Offeror’s services will be provided in a completely satisfactory manner, and that Offeror is competent to meet or exceed the performance specifications. Failure by an Offeror to comply promptly with a request for interview may result in its proposal being rejected.

8. Award

Following a thorough review and evaluation of all proposals presented, interviews will be conducted with the firm or firms which, in the sole opinion of the County and MCPS, best fulfills the requirements of this Solicitation. The County and MCPS will follow procedures for competitive negotiation as set forth in Virginia Code § 2.2-4302.2. Unless all proposals are canceled or rejected, the County and MCPS will select for negotiation two or more Offerors that the County and MCPS determines to be fully qualified and best suited among those submitting proposals on the basis of factors specified in this solicitation, including price. Negotiations may include modifications of the proposal price and of the specifications to be included. Price shall be considered but need not be the sole or primary determining factor. The County and MCPS shall initiate negotiations by written notice to the selected Offeror. The times, places, and manner of negotiating shall be agreed to by the County, MCPS, and the selected Offeror. Failure by an Offeror to comply promptly with a request to schedule negotiations may result in its proposal being rejected. After negotiations have been conducted with each Offeror so selected, the County and MCPS will select the Offeror which, in its opinion, has made the best proposal and provides the best value, and will award the contract to that Offeror. Failure of the successful Offeror to execute a Contract with the County and MCPS within 10 days of being notified of its selection may result in the County and MCPS awarding the contract to the next most qualified firm. Should the County and MCPS determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror. The County and MCPS reserves the right to make multiple awards as a result of this Solicitation.

9. Applicable laws and courts

This solicitation and any resulting contract shall be governed in all respects by the law of the Commonwealth of Virginia, and any litigation with respect thereto shall be brought in the court of appropriate jurisdiction in Montgomery County, Virginia. Offeror shall comply with all applicable federal, state and local laws, rules and regulations.

10. Ethics in public contracting

By submitting their proposal, Offeror certifies that its proposals are made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer, or subcontractor in connection with the proposal, and that it has not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

11. Debarment status

By participating in this procurement, Offeror certifies that it is not currently debarred by the Commonwealth of Virginia or the County and MCPS from submitting a response for the type of goods and/or services covered by this solicitation. Offeror further certifies that they are not debarred from filling any order or accepting any resulting order, or that it is not an agent of any person or entity that is currently debarred by the Commonwealth of Virginia, the County or MCPS. If a vendor is created or used for the purpose of circumventing a debarment decision against another vendor, the non-debarred vendor will be debarred for the same time period as the debarred vendor.

12. Investigation of qualifications of Offeror

Offeror agrees to cooperate with such reasonable investigation as the County and MCPS deems proper and necessary to determine the ability of Offeror to satisfy the terms of any contract that may be awarded pursuant to this Solicitation. Investigation may include inspection of Offeror's physical facilities prior to award to satisfy questions regarding Offeror's capabilities. Further, the County and MCPS reserve the right to reject any proposal if the evidence submitted by, or investigations of, such Offeror fails to satisfy the County and MCPS that such Offeror is properly qualified to fulfill the obligations of the contract.

IV. SPECIFICATIONS AND QUALIFICATIONS

Anticipated schedule of events

Deadline for emailed questions	5 p.m. on May 18, 2024
Deadline for Proposal Submittal	3 p.m. on May 29, 2024
Contract to be awarded	No later than June 30, 2024
Open enrollment	July-August, 2024
Plan year begins	October 1, 2024

ATTACHMENT A – TERMS AND CONDITIONS

Proposal for Montgomery County and Montgomery County Schools – Medical, Pharmacy, Dental and Stop-loss Insurance

SPECIAL TERMS AND CONDITIONS

By submitting a proposal in response to this Solicitation, Offeror agrees to the following terms and conditions that will be included in any contract formed as a result of this solicitation unless specifically revised or deleted by provisions stated in the Special Terms and Conditions negotiated in such contract. The headings included in the Special Terms and Conditions, below, are for general reference purposes only and shall have no effect on the interpretation of the Contract. The selected Offeror shall be referenced as “Contractor.”

1. **TERM OF CONTRACT.** Any contract awarded pursuant to this Solicitation shall be for a term of 1 year, with optional renewal upon written agreement of both parties for up to four additional successive 1- year terms. Price increases may be negotiated to begin only at the time of renewal and require 6 months advance written notice.
2. **CONTRACT ADMINISTRATOR:** The County Director of Human Resources and the MCPS Director of Human Resources or his/her designee shall serve as the Contract Administrator to use all powers under the contract to enforce its faithful performance. All orders from the County and MCPS shall be transmitted and communicated through the Contract Administrator. The Contract Administrator shall serve as the interpreter of the conditions of the contract and shall use all powers under the contract to enforce its faithful performance.
3. **WRITTEN NOTICE:** Written notices required by this Contract shall be delivered to the Director of Human Resources.
4. **CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION.** Contractor assures that information and data obtained as to personal facts and circumstances related to employees will be collected and held confidential, during and following the term of this contract, and unless disclosure is required pursuant to court order, subpoena or other regulatory authority, will not be divulged without the individual’s and the County’s and MCPS’s written consent and only in accordance with federal law or the Code of Virginia. Contractor shall safeguard this information and immediately notify the County and MCPS of any breach or suspected breach in the security of such information. Contractor shall allow the County and MCPS both to participate in the investigation of incidents and to exercise control over decisions regarding external reporting. Contractor and its employees may be required to sign a confidentiality statement.
5. **OWNERSHIP OF WORK PRODUCT.** Ownership of the originals of any reports, data, studies, surveys, charts, maps, drawings, specifications, figures, photographs, memoranda, and any other documents which are developed, compiled, or produced as a result of this contract, whether or not completed, shall be vested in the County and MCPS.

GENERAL TERMS AND CONDITIONS

By submitting a proposal in response to this Solicitation, Offeror agrees to the following terms and conditions that shall be included in any contract formed as a result of this solicitation unless specifically revised or deleted by provisions stated in the Special Terms and Conditions negotiated in such contract. The headings included in the General Terms and Conditions, below, are for general reference purposes only and shall have no effect on the interpretation of the Contract. The selected Offeror shall be referenced as "Contractor."

General Terms and Conditions

Payment

1. Form of payment. All invoices shall be directed to the payment address shown on the purchase order/contract. All invoices shall show the County and MCPS purchase order number and Contractor's federal employer identification number.
2. Timing of payment. Any payment terms requiring payment in less than thirty (30) days will be regarded as requiring payment thirty (30) days after the invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than thirty (30) days, however.

Tax exemptions

3. Tax exemption. The County and MCSP is exempt from State sales tax. State sales and use tax certificates of exemption will be issued upon request.
4. Direct purchase agreements. Not applicable

Contractor Qualifications and Performance

5. Contractor licensure. Not applicable.
6. Independent Contractor. Contractor is an independent contractor and shall not be deemed the agent of the County or MCPS for any purpose whatsoever. No Contractor's employee or subcontractor shall hold them self out as an employee of the County or MCPS and none shall have power or authority to bind or obligate the County or MCPS in any manner. Contractor shall be liable for and pay all taxes required by local, state, or federal governments or any other taxes and permits required by law. Contractor shall adhere to any and all regulations and stipulations governing the operation and work of such Contractor for the duration of this contract. The County nor MCPS shall in no manner be held liable for the Contractor disregard for required work related regulations.
7. No subcontract or assignment. No portion of the work to be performed pursuant to this Contract shall be subcontracted or assigned without the written consent of the County and MCPS.
8. Contract performance. Not applicable.

9. Asbestos. Not applicable
10. Repair of damage. Not applicable.
11. Final inspection. Not applicable.
12. Record retention and audit. Contractor shall retain all books, records, and other documents relative to this contract for 5 years after final payment, or until audited by the County and MCPS or its authorized agent, whichever is sooner.
13. Indemnification. Contractor shall indemnify and hold harmless the County and MCPS against and from all liability, claims, damages and costs, including attorney's fees of every kind and nature and attributable to bodily injury, sickness, disease or death or to damage or destruction of property resulting from or in any manner arising out of or in connection with the project and the performance of the work under this contract.
14. Insurance requirement. Contractor shall maintain insurance to meet the minimum requirements specified below, including contractual liability as stated in these General Terms and Conditions. Within 15 days of award of a Contract, Contractor shall deliver to the County and MCPS a Certificate of Insurance from carriers acceptable to the County and MCPS specifying such limits. The Certificate shall show the County and MCPS named as an additional insured for Comprehensive General Liability. In addition, Contractor or its Insurer shall give the County and MCPS 30 days advance notice of its decision to cancel coverage, which shall be grounds for County and MCPS termination of contract.

Liability Insurance Coverage requirements:

1. Worker's Compensation and Employer's Liability
 - Coverage A - Statutory Requirements
 - Coverage B - \$100,000 Per Occurrence
 - Coverage C - \$100,000/\$100,000 Accident and/or Disease
 - All States Endorsement
2. Automobile Liability, including Owned, Non-Owned, and Hired Car Coverage Limits of Liability

Combined Single Limit	\$1,000,000
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3. Comprehensive General Liability Limits of Liability:

Per Occurrence	\$1,000,000
In Aggregate	\$2,000,000

Including:

- A. Completed Operations/Products
- B. Contractual Liability for Specified Agreement
- C. Personal Injury and Advertising Injury
- D. Bodily Injury and Broad Form Property Damage

4. Professional Liability (Errors and Omissions)

Per Occurrence	\$1,000,000
In aggregate	\$3,000,000

15. Insurance discretion of County and MCPS. If the insurance coverage and limits stated herein cannot be provided, the County and MCPS, in their sole discretion, may approve such other insurance coverage or limits that the County and MCPS deems acceptable.

County and MCPS constitutional limitation

16. Constitutional limitation. The County and MCPS obligations pursuant to this Contract are moral obligations subject to the limitations of the constitution and law of the Commonwealth of Virginia, subject to annual appropriation by the Board, and non-appropriation shall not constitute grounds for recovery against the County or MCPS. The covenants of the County or MCPS as stated herein shall not be interpreted to establish any pledge, security interest, lien, or other encumbrance of the full faith and credit or property of the County or MCPS. State law and constitution prohibit the County and MCPS from expenditure of funds unless appropriated by the County and MCPS and from obligating funds beyond the current fiscal year. Therefore, notwithstanding any provision in this contract to the contrary, if the County and MCPS Board of Directors does not appropriate funds for the continuance of this contract in any future fiscal year, this contract and all obligations hereunder shall automatically terminate upon depletion of the currently appropriated funds.

Contract

17. Binding effect. This Contract shall be binding upon all heirs, successors, and/or assigns to any of the parties to this Contract, subject to limitations of law for the County and MCPS as stated herein.
18. Modification and assignment. This Contract may be modified or assigned only by written agreement signed by all parties hereto.
19. Change orders. Any change in the scope of work to be performed, materials to be used, price of project, schedule for completion, or other aspect of performance of the contract shall require a written modification of the contract, which shall be called a Change Order. Unless it is not feasible to do so, Change Orders shall be prepared using the County and MCPS provided form for Change Orders. BEFORE proceeding with any additional work or variations in specified materials, Contractor shall obtain a written Change Order signed by both parties to the contract or, at minimum, email authorization from the County and MCPS. The only persons authorized to sign a Change Order on behalf of the County and MCPS shall be the County Administrator or the Superintendent of Schools. The County nor MCPS shall not pay any additional expense incurred by Contractor based on an oral-only change agreement. The Change Order shall become effective only after it has been signed on behalf of both parties to the Contract by the authorized representatives. Both parties to the contract agree to act in good faith and promptly when considering a Change Order requested by the other party but neither party is obligated to execute a Change Order.
20. Immunity. Nothing in this Contract shall be construed as an express or implied waiver of the County's or MCPS's immunity, as a political subdivision of the Commonwealth.
21. Governing laws. This Contract shall be governed by the laws of the Commonwealth of Virginia.

22. Litigation venue. Venue for litigation shall be in the Circuit Court of the County.
23. No Waiver. Any failure of the County and MCPS to demand rigid adherence to one or more of this Agreement's provisions, on one or more occasions, shall not be construed as a waiver nor deprive the County or MCPS of the right to insist upon strict compliance with the terms of this Contract. Any waiver of a term of this Contract, in whole or in part, must be in writing and signed by the party granting the waiver to be effective.
24. Complete agreement. This Contract sets forth all of the promises, contracts, conditions, and understandings between the parties respecting the subject matter hereof and supersedes all prior and contemporaneous negotiations, conversations, discussions, correspondence, memoranda, and contracts between parties concerning such subject matter.
25. Severance clause. If any provision of this Contract shall be determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable to any extent, the remainder of this Contract shall not be affected and shall be enforceable to the fullest extent permitted by law.
26. Counterparts and electronic signature. This Contract may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Facsimile signatures or signed copies sent by portable document format (PDF) shall be deemed originals.

Disputes, failure to perform, termination

27. Failure to deliver. In case of failure to deliver goods or services in accordance with the contract terms and conditions, the County and MCPS, after due oral or written notice, may procure them from other sources and hold Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the County and MCPS may have.
28. Termination of contract:
 - a. County, MCPS, or Contractor may terminate this Contract for convenience upon giving the other party sixty (60) calendar days prior written notice. County and MCPS shall within debar calendar days after the date of termination pay Contractor for all services rendered and all costs incurred up to the date of termination in accordance with the applicable fee schedule.
 - b. County or MCPS may terminate the Contract for cause subject to the following provisions. Prior to termination of the contract, the County and MCPS shall give Contractor ten (10) calendar days prior written notice, during which Contractor may rectify the cause of the termination. County and MCPS may postpone the effective date of the termination, at its sole discretion. If rectified to the satisfaction of the County and MCPS within said ten (10) days or such other time as allowed by County and MCPS, County or MCPS may rescind the notice of termination. If it does not, then the County or MCPS may immediately terminate the contract for cause by giving written notice to Contractor.
 - c. Written notice of termination, whether initial or given after a period of postponement, may be served upon Contractor by U.S. mail or any other means at Contractor's last known place of business in Virginia or elsewhere, by delivery to any officer or management/supervisory employee of either wherever they may be found, or, if no such officer, employee or place of

business is known or can be found by reasonable inquiry within three (3) business days, by posting the notice at the job site. Contractor's failure to accept or pick up registered or certified mail addressed to the last known address shall be deemed to be delivery.

29. Termination for cause. Without limitation, the following are bases for termination for cause, County or MCPS may terminate the contract in the event Contractor fails to remain in compliance with applicable requirements for permitting, insurance, registration to do business in the Commonwealth of Virginia for the purposes required by the contract.
30. Immediate termination. In the event of Contractor conduct that exhibits reckless disregard for the consequences of its conduct and its performance of services pursuant to this Contract, County and MCPS, at its sole discretion, may immediately terminate the Contract upon written notice to Contractor. Additionally, in the event of voluntary or involuntary action that results in either Contractor coming under the jurisdiction of federal bankruptcy court or assignment to a receivership, the County and MCPS shall have sole discretion to terminate this contract immediately.
31. Contractual Claims Procedure:
 - a. Contractual claims, whether for money or other relief, except for disputes exempted by law from the procedure set forth herein, shall be submitted in writing no later than sixty (60) days after final payment, however, Contractor shall give written notice of Contractor's intention to file a claim at the time of the occurrence or beginning of the work upon which the claim is based. Any written notice of Contractor's intention to file such a claim need not detail the amount of the claim but shall state the facts and/or issues relating to the claim in sufficient detail to identify the claim, together with its character and scope. Whether or not Contractor files such written notice, Contractor shall proceed with the work as directed.
 - b. The County and MCPS, upon receipt of a detailed claim, may at any time render its decision and shall render such decision within ninety (90) days of final payment. Each such decision rendered shall be forwarded to the Firm by written notice. If the County and MCPS fails to render a decision within said ninety days (90), the claim shall be deemed denied and Contractor may proceed in accordance with paragraph C, below.
 - c. If Contractor disagrees with the decision of the County and MCPS concerning any pending claim, Contractor shall promptly notify the County and MCPS by written notice. Any claim not resolved, whether by failure of Contractor to accept the decision of the County and MCPS or under a detailed claim not acted upon by the County and MCPS, shall be specifically exempt by Contractor from payment requests, whether progressive or final. Pendency of claims shall not delay payment of amounts agreed due in the final payment.
 - d. The decision on contractual claims by the County and MCPS shall be final and conclusive unless Contractor appeals within six months of the date of the final decision on the claim by instituting legal action in the appropriate circuit court, however, no legal action may be commenced by Contractor concerning any such contractual claim prior to rendering of a decision by the County and MCPS, unless no decision has been rendered within ninety (90) days of final payment or submission of the claim, in which case Contractor's claim shall be deemed denied.

Compliance with laws

32. No illegal aliens. Contractor shall not during the performance of the contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
33. Drug-free workplace.
 - a. Contractor acknowledges and certifies that it understands that the following acts by Contractor, its employees, and/or agents performing services on County or MCPS property are prohibited: (i) The unlawful manufacture, distribution, dispensing, possession or use of alcohol or other drugs; and (ii) Any impairment or incapacitation from the use of alcohol or other drugs (except the use of drugs for legitimate medical purposes).
 - b. Contractor further acknowledges and certifies that it understands that a violation of these prohibitions constitutes a breach of contract and may result in default action being taken by the County and MCPS in addition to any criminal penalties that may result from the conduct.
34. Federal laws. Contractor shall conform to the provisions of the Federal Civil Rights Act of 1964 (as amended), the Americans with Disabilities Act (as amended), the Virginia Human Rights Act, and the Virginians with Disabilities Act.
35. In every contract over \$10,000.00, Contractor agrees as follows:
 - a. Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of Contractor. Contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. Contractor, in all solicitations or advertisements for employees placed by or on behalf of Contractor, will state that such Contractor is an equal opportunity employer.
 - c. Notices, advertisements, and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
 - d. Contractor will include the provisions of the foregoing paragraphs a, b and c in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
 - e. The requirements of this section are a material part of the contract. If Contractor violates one of these provisions, the County or MCPS may terminate the affected part of this contract for breach, or at its option, the whole contract. Violation of one of these provisions may also result in debarment from contracting regardless of whether the specific contract is terminated.
36. Faith Based Organizations. Pursuant to Section 2.2-4343.1 of the Code of Virginia of 1950, in all invitations to bid, requests for proposals, contracts, and purchase orders, the County nor MCPS does not discriminate against faith-based organizations. "Faith-based Organization" means a religious organization that is or applies to be a Contractor to provide goods or services for programs funded by the block grant provided pursuant to the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, P.L. 104-193. If Contract is made with a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with

public bodies to account for the use of the funds; provided, however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body.

If Firm is a faith-based organization, then Firm shall give to each individual who applies for or receives goods, services, or disbursements provided pursuant to this Agreement the following notice:

Pursuant to Section 2.2-4343.1 of the Code of Virginia of 1950, as an applicant for or recipient of goods, services, or disbursements provided pursuant to a contract between the County, MCPS, and a faith-based organization, you are hereby notified as follows:

Neither the County's or MCPS's selection of a charitable or faith-based provider of services nor the expenditure of funds under this contract is an endorsement of the provider's charitable or religious character, practices, or expression. No provider of services may discriminate against you on the basis of religion, a religious belief, or your refusal to actively participate in a religious practice. If you object to a particular provider because of its religious character, you may request assignment to a different provider. If you believe that your rights have been violated, please discuss the complaint with your provider or notify the Executive Director.

CONTENTS

- 1 Census Data for Health Insurance Consultant – 2024 – upon request from: tom@markiiieb.com
- 2 Current plan designs
- 2 Claims experience and renewal

ATTACHMENT B – CENSUS AND CURRENT PLANS

Proposal for Montgomery County and Montgomery County Schools – Medical, Pharmacy, Dental and Stop-loss Insurance

Enrollment census

A census of the employees and retired employees currently enrolled in County and MCPS medical insurance coverage is included in **Attachment B** and includes the employee date of birth, gender, Plan Election, Level of Coverage (EE Only, EE/Child, EE/Spouse, Family), and the zip code where the employee resides.

Current plans

The current medical, pharmacy (County only), dental, and stop-loss plans are included.

Qualifications

The award of a contract as a result of this Solicitation will be based upon the following significant qualifications:

1. A strong network, which provides excellent access to hospitals and physicians in the locations where employees reside. Offerors that have not established a local physician and hospital network including 90% of the physicians on or before January 1, 2023 are ineligible for consideration.
2. Sound financial status.
3. Outstanding service, including, but not limited to, strong client service support, home office underwriting, contracts, and legal service departments, claims processing, and related customer service.
4. Quality of care provided to the employees and their dependents.
5. Competitive provider discounts.
6. Assistance in employee wellness strategies.
7. Utilization management/utilization review expertise.
8. Competitive fee structure.
9. Future stability of cost.
10. Providing comprehensive experience reports on a monthly basis for plan performance evaluation.

11. Vendor flexibility when plan design changes are necessary to meet the needs of the employees and the employer.
12. Ongoing quality service and a service team that is dedicated to solving problems that arise during the plan year.
13. An ongoing employee education program to assist the employees' understanding of the plan's nuances.
14. The ability to provide a firm proposal by May 29, 2024, for coverage to be effective October 1, 2024.

Overall qualification and experience of the carrier:

15. Demonstrated ability to evaluate and process claims promptly and accurately for an organization of the County's and MCPS's size and nature.
16. Demonstrated ability to solve problems and work as a member of a team.
17. Favorable references of current and former local government clients, preferably similar to County and MCPS in types of plans offered and enrollment numbers.
18. Demonstrated character, integrity, reliability, reputation, judgment, experience, and efficiency.

Quality of the plan being offered:

19. The degree to which the carrier can match or exceed the requested coverages.
20. The degree to which the carrier can match or exceed the existing prescription drug program.
21. The number of providers and hospitals in or within close proximity to Christiansburg, Virginia.

Financial stability – present and future.

22. Demonstrated stability and listing of ratings from A.M. Best, Moody's, NCQA, Standard and Poor, and/or Weiss.

23. Provider network arrangements and the ability to obtain discounts from health care providers, where applicable.

Attachment C – PROPOSAL FORM

Proposal for Montgomery County and Montgomery County Schools – Medical, Pharmacy, Dental and Stop-loss Insurance

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By signature, below, the undersigned certifies the following:

1. The only person or persons interested in this proposal as principal or principals is or are named herein and no other person or firm herein mentioned has any interest herein. This proposal is made without connection with any other person or company or parties and is in all respects fair and in good faith without collusion or fraud.
2. By my signature below, I certify compliance with Federal, State and Local laws and regulations applicable to the performance of the services described herein and resulting contract for services.
3. The undersigned has examined the specifications of the materials and services sought by this solicitation and informed themselves fully in regard to all the conditions pertaining to the materials and services; that they have read all special provisions furnished prior to the opening of the proposals; and that they have satisfied themselves relative to the materials and services provided.
4. The entity represented by this proposal is not currently debarred by the Commonwealth of Virginia or by the County or MCPS from submitting a response for the type of goods and/or services covered by this solicitation. Contractor further certifies that it is not debarred from filling any order or accepting any resulting order and that it is not an agent of any person or entity that is currently debarred by the Commonwealth of Virginia, the County, or MCPS.
5. If this proposal is accepted, the Offeror shall furnish all necessary materials and services as provided in this solicitation in full and complete accordance with the shown, noted, described and reasonably implied requirements of this solicitation to the full and entire satisfaction of the County and MCPS with the definite understanding that no money will be allowed for extra work, goods, or services except as set forth in the attached solicitation and any contract that may result therefrom. The statement on this Proposal Form shall apply to each element of each Proposal submitted to the County and MCPS.
6. Offeror certifies that by submission of the Proposal, he/she has read and agrees to the Terms and Conditions set forth in this Request for Proposal.

AGREED and I, HEREBY CERTIFY THAT I AM AUTHORIZED TO SIGN AS A REPRESENTATIVE FOR THE FIRM:

(Signature of Authorized Person)

Signatory's Name (Printed): _____

OFFEROR'S NAME (Business Entity): _____

ADDRESS: _____

ADDRESS: _____

ADDRESS: _____

FEDERAL IDENTIFICATION NUMBER: _____

VA STATE CORPORATION COMMISSION IDENTIFICATION NUMBER: _____

EMAIL ADDRESS: _____ TELEPHONE NUMBER: _____

Attachment D – PROPOSAL Questionnaire

Proposal for Montgomery County and Montgomery County Schools – Medical, Pharmacy, Dental and Stop-loss Insurance

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INSTRUCTIONS: Please provide responses to the requests for information stated below. A response to each item, below, is mandatory. Your responses should be numbered and listed in the same order as the questions and requests for information are stated below, and you may attach additional pages or materials as referenced in your responses. Upon request, the County or MCPS will provide copies of this document in Microsoft Word to assist you with preparation of your response.

If vendors, other than your firm, would provide any services if you are awarded the Contract pursuant to this Solicitation, they must also complete this Proposal Questionnaire (where applicable) in addition to any specific questionnaires and cost illustration forms pertaining to their specific services.

1. Provide a narrative summary of your proposal. The summary should be no more than two pages and should include, at a minimum, the following: an overview of the plan design, identification of deviations compared to the County's and MCPS's current plans, and reasons why your proposal should be selected.
2. Include with your proposal the following:
 - a. A Provider Access Report using the following criteria: a primary care physician within five miles and a network hospital within ten miles of the employee.
 - b. A "Geo Access Map" covering at least a 100-mile radius of Christiansburg, Virginia, and a current list of network physicians in the local cities/counties of Montgomery County, Roanoke City, Roanoke County, Blacksburg, Salem City, Franklin County, Bedford County, Bedford City, Botetourt County, Craig County, Radford City, Salem City, Pulaski County, Giles County, and Floyd County. The "Geo Access" report should be sorted by specialty:
 - Primary Care
 - Specialist Care
 - Hospital
3. Describe the plans that you can provide for the County and MCPS. Please provide options that equal or exceed the current plan options for medical, pharmacy, dental and Stop-Loss.
4. Please quote the current medical, pharmacy (County only), and dental plan (County – Self-Funded, MCPS – Fully Insured). A quote for Stop-Loss Insurance is also requested.
5. Please provide options for a self-insured plan for the medical and pharmacy coverage. Please note any vendors, other than your firm, which will be used to provide any service (Utilization Review, Utilization Management, Network, Pharmacy, Mental Health/Substance Abuse, etc.).
6. The effective date of coverage is October 1, 2024. Confirm that your costs are guaranteed until September 30, 2025. If you are willing to guarantee your rates for a longer period, please indicate the maximum guarantee period.

Attachment D – PROPOSAL Questionnaire

Proposal for Montgomery County and Montgomery County Schools – Medical, Pharmacy, Dental and Stop-loss Insurance

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7. Please confirm that you will provide a 180-day advance notice of renewals, rate increases, and/or provisional changes as required.
8. Will you agree to waive the "actively at work" provision? That is, anyone who is eligible for coverage on the effective date of the contract, but is not actively at work due to vacation, leave, sickness, etc., will become covered?
9. Will you agree to "no-loss/no-gain" for all persons currently covered? That is, no one will be placed in a less favorable position due to a change in carriers than if there had been no change, including giving credit for waiting periods partially or completely met and for current treatment practices.
10. Confirm that pre-existing conditions are not to be applicable for any current employee or covered dependent.
11. Confirm that you will provide the County and MCPS with a monthly paid claims report by product line that includes the number of covered employees, administrative fees, and paid claims. Please describe in detail any charges for providing this service, if any.
12. Are there any administrative costs built into your claims data? For example:
 - a. Capitation
 - b. Network Access Fees
 - c. Mental Health/Substance Abuse
 - d. Vision
 - e. Nurse Line
13. Please describe any administrative costs that are outside a pure claim.
14. Any current or future COBRA participants must be covered in your proposal. Indicate whether you can provide COBRA administration, and any charges to do so.
15. Indicate whether you can provide HIPAA administration, and any charges to do so. Indicate if your firm is compliant with HIPAA standards for Privacy of Individually Identifiable Health Information; Final Rule.
16. County and MCPS retirees are covered on both the medical and dental plans. Please confirm you will cover these retirees.
17. Describe in detail the location and account management representative(s) assigned to this account.

Attachment D – PROPOSAL Questionnaire

Proposal for Montgomery County and Montgomery County Schools – Medical, Pharmacy, Dental and Stop-loss Insurance

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18. Do you agree to provide all processing and settlement of claims data? From what office would you pay claims? Would there be a dedicated unit? If so, what is the size of that unit? Is there a toll-free number to the claim office available to employees? Describe in detail.
19. Please describe the procedures that a claimant would use when claim problems need to be resolved. Would you have a designated person(s) for the insured to contact regarding claims questions? How many? Would the person(s) answering questions from the insured be the actual person who processes the claims for the group? Describe in detail.
20. If your services are terminated, how do you handle coverage for an employee who is disabled or hospitalized on the date of termination? What are the extended benefits under your contract?
21. How do you define an open enrollment on the anniversary date? Do you require evidence of insurability to obtain coverage?
22. The Coordination of Benefits provision is currently based upon 100% allowable expenses. Please confirm that you will use COB and all other prudent cost control procedures in adjudicating claims. How do you determine whether other benefits are payable due to COB and/or subrogation? What procedures do you follow? Please describe your procedures for recovering duplicate payments. Describe your internal claims audit procedures.
23. How soon will you be able to provide the SPD upon award of the case? How soon will the cards be provided once the enrollment data is received in your offices?
24. Confirm that you will prepare and distribute all necessary forms where required.
25. If there are additional modest printing costs associated with the open enrollment period, will you be willing to pay for those printing costs.
26. Please provide a copy of your most recent financial statement and your current rating for as many of the following services as you have acquired such ratings (include date of each rating):
 - a. A.M. Best
 - b. Moody's
 - c. NCQA
 - d. Standard & Poor
 - e. Weiss
27. Will you give deductible and out of pocket credit for a transition from the existing providers to your company? Does the County and MCPS have the flexibility to choose whether the deductible and out of pocket maximums run calendar year or contract year?
28. In the event you are chosen as the medical provider, please describe your transition of care services for those employees and dependents that are currently receiving medical treatment (i.e., last trimester of a pregnancy, scheduled surgery) from a physician that is not in your network?
29. Please describe your implementation process. What guarantees are you willing to provide regarding implementation?

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Proposal for Montgomery County and Montgomery County Schools – Medical, Pharmacy, Dental and Stop-loss Insurance

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30. Are you prepared to place a percentage of your remuneration at risk as a penalty for substandard performance relating to member services or patient satisfaction? If so, please explain, including how your performance will be evaluated.
31. Please provide a list of three of your Local Government clients that have between 500 and 2,000 employees who have medical coverage with your firm.
32. Describe any deviations from these specifications in the Deviation from Specifications Form. Points not addressed will be construed to comply with these specifications.
33. Do you provide an Internet based administrative system for the employer to use for eligibility? Does this system allow the employer to retrieve claims reports? What Internet tools does the employee have?
34. Describe any potential for County and MCPS financial obligations at the end of the twelve-month contract period, including the cost for administration of run-out claims.
35. Please describe in detail any outstanding lawsuits pending against your organization.

Network

36. Please describe your network, is it local or part of a national chain? Is it hospital or physician based (i.e., IPA, Group Model, Staff Model), or other? Please explain.
37. Indicate the method used to reimburse providers.
 - a. Are hospitals reimbursed on a per diem, fee-for-service, discount off charges, DRG, capitation, or other method?
 - b. Are primary care physicians reimbursed on a per diem, fee-for-service, discount off charges, DRG, capitation, salaried, withhold, bonus structure, combination, or other method?
 - c. Are specialists reimbursed on a per diem, fee-for-service, discount off charges, DRG, capitation, salaried, withhold, bonus structure, combination, or other method?
 - d. Are there discounts for other types of providers within your network such as pharmacy, lab, and X-rays? If so, which providers and what discounts?
38. What is the overall average discount of normal billed rates for your physicians and for your hospitals in the area?
39. How do you calculate network savings? Do you include deductibles, copays, and coinsurance? Do you calculate the savings based on when first adjudicated or when they are finally adjudicated?

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40. What hospitals are in your network? Please enclose a complete listing of all providers in the network. Enclose a current physician directory clearly indicating which are not accepting new patients. In the case of hospitals, indicate whether full services are provided, or limited specialized services.
41. Please provide a complete employee zip code match for your zip code service area. Use one primary care physician within 20 miles and a network hospital within 50 miles as your criteria. Give the number of primary care physicians in the network area. Give the number of primary care physicians taking patients.
42. Do you require an on-site inspection of the physicians' offices as part of the initial credentialing?
43. If an IPA is in the network, will each individual physician automatically be accepted?
44. Do you require covering physicians (weekend, holidays, etc.) to meet the same credentialing criteria as network physicians?
45. How often do you re-credential physicians/providers?
46. Do you independently verify the following credentials with the issuer?
 - a. State licensure
 - b. American Board of Medical Specialist Board Certification
 - c. Hospital staff privileges
 - d. Drug Enforcement Agency License
 - e. National Practitioner data bank
 - f. Professional liability insurance
47. Will you contract with specific providers and tailor the network to meet specific client needs?
48. How will out of network area care be handled? What are the procedures and penalties?
49. What is your procedure for handling referrals to specialists? Describe how the patient referral process works from the primary care physician to the specialist? Is there any financial penalty to the primary care physician for making a referral to the specialist?
50. How do you monitor the number of referrals made by your physicians and how do you encourage them to refer to other preferred providers?
51. What mechanisms do you use to channel patients to preferred hospitals if the proposed admission is to a non-preferred hospital? Are you able to provide data on a routine basis showing proposed admissions to non-preferred hospital, which were channeled by you to preferred hospital? Are you able to provide this data by hospital?

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52. Explain in detail your network provider selection criteria for both physicians and hospital (i.e., Board certification, malpractice history, range of services offered, etc.) What are the minimum criteria that hospitals, providers, and physicians must meet before being admitted to your network?
53. When a physician drops from the network (for any reason), what are the procedures to notify the patient and employer?
 - a. How and when are they notified?
 - b. Who notifies the plan and the physician's office?
 - c. How often are provider lists updated to reflect these changes?
 - d. Is the update provided via reprinting of the provider directory booklet or by issuing amendments?
54. Identify how you monitor the following areas to ensure quality of care:
 - a. Outcomes
 - b. Frequency of service (i.e., x-rays, lab tests, etc.)
 - c. Intensity of services
55. For the last three years, please provide the following based on your Virginia data:
 - a. The number of hospital days per 1,000 participants
 - b. The number of admissions per 1,000 participants
 - c. The average length of stay
 - d. A breakdown of hospital admissions by type of admission (medical/surgical, obstetrical, psychiatric, etc.)
 - e. The number of office visits per 1,000 participants
56. Do you periodically visit the provider's offices? If so, what aspects of the setting are evaluated?
57. Do you conduct employee satisfaction surveys free of charge to the client? Are they client specific or based on your book of business? If so, how frequently are they conducted? Please provide a copy of your latest employee satisfaction survey.
58. Confirm that your quoted fees for your network include:
 - a. Combined hospital and physician network
 - b. Inpatient and outpatient utilization review and large case management
 - c. Provider credentialing
 - d. Quality monitoring program
 - e. Custom print provider directories for each employee
 - f. Identification cards for each employee and family
 - g. Recruiting additional providers at client request
 - h. Network performance reports
 - i. Initial Rights Notice
 - j. Creditable Coverage Notice
 - k. Other (Please list any charges that is not listed)

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Utilization Management

60. Describe your utilization review process. Specifically discuss the use of pre-admission certification, concurrent review, retrospective review, unnecessary outpatient utilization and discharge planning. Please distinguish between in-network and out-of-network services if procedures differ in any way.
61. Describe how utilization management services will be provided, e.g., local, regional, etc. Does the level or intensity of utilization management service change by the type of product (HMO, POS, and PPO)? Can you change the intensity of utilization management as directed by the employer?
62. Please describe any programs that specifically address mental health or substance abuse utilization.
63. Please specify your hours of operation for customer service and utilization review services. What happens if a patient or provider calls at other times? Is there a single telephone number for all areas and is it toll-free for callers?
64. For your utilization management program, how are RNs, LPNs, or other medical or technical personnel used in the review process? Are all calls initially answered by an RN/LPN or screened by other personnel?
65. How many physicians are available to review cases that the review coordinator declines to certify? How many of these physicians are your company's employees? How are they selected?
66. What guidelines are in place for determining how quickly these physicians are contacted and how quickly they discuss the case with the attending physicians?
67. Who is responsible for notifying the UR unit of a pending hospitalization?
68. What threshold (dollars, days, and diagnosis) is used for case management intervention?
69. Who has the authority to deny certification of a proposed admission or continuing care? What processes are followed in such cases? Who is notified, and within what time frame?
70. Based on the utilization statistics included in the claims data, what level of improvement do you expect to achieve? Will you guarantee this result? How? Does your company guarantee that savings resulting from the UR program will exceed the administrative cost to the employer?

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71. What is the ratio of covered lives to number of case managers (e.g., referral and pre-authorization management)?
72. Does your organization provide self-care products (e.g., decision books) and demand management resources (e.g., nurse lines)? If yes, please provide information and pricing.
73. Does your organization provide specialized disease management programs (e.g., asthma, diabetes)? If yes, provide information and pricing by health plan. If subcontracted, what is the subcontractor's name?
74. Do you have Return on Investment (ROI) data to support these products or services? Will you guarantee these results?
75. Will you consider a proportion of the return (i.e., savings) as payment for these products/services?
76. Do you have any inside limitations on durable medical equipment or medical supplies such as self-administered catheters or colostomy bags?
78. How many members does your company cover in Virginia and nationally?
79. Describe your network coverage for dependents and retirees that are out of your service network?

Pharmacy – Rx Administration (County only)

80. If specific, local pharmacies will agree to your mail order pricing, will you contract with them for a 90-day supply?
81. Please describe your prescription drug program in detail. Address any subcontracting issues, enrollment/eligibility, member services, point-of-sale processing, paper/electronic claims filing, reporting capabilities, ID cards, etc.
82. Describe any pharmacy cost control programs.
83. Do you offer a program for "Lifestyle" drugs? If so, please describe. If not, indicate your plans, if any, to add.
84. Does your organization have a dedicated outcomes research group? Please describe the members and qualifications of this team and divulge whether your organization accepts external funding for research, and the sources of this funding, if any.
85. Do you accept ancillary (non-rebate) pharmaceutical manufacturing money or services?
86. How are rebates with manufacturers determined?

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87. Do you have bundled rebate contracts, or are drugs evaluated on a case-by-case basis? Will the County's rebates be based on market share targets?
88. Please provide specific details on how rebates are calculated and distributed.
89. What is the estimated annual value of rebates attributable to the County?
90. What rebates are returned to the customer?
91. Are you willing to engage in a transparently priced model with the County?
92. Do you use differential/spread pricing where the prices charged to the plan are higher than the contractual price with the pharmacy? If so, please describe in detail.
93. How do you define AWP?
94. How do you define MAC pricing? How is the MAC list developed and maintained? How many drugs are on your MAC list?
95. Does the MAC list include any multi-source brand drugs? If yes, provide a list.
96. What is the current generic fill rate for your organization's book of business?
97. What is the location of the customer service office you propose to use for the Retail and Mail Order services?
98. Provide an overview of your call center operations for Retail and Mail Order.
99. Pharmacy Mail Order Service
 - a. Describe your mail service pharmacy technology platform.
 - b. What is the current monthly volume and capacity of this facility?
 - c. Are your clinical programs and DUR edits integrated with your retail network?
 - d. What processes are in place to assure reasonable processing time from receipt of prescription to shipment of medication?
 - e. How do you track and report on mail order errors?
 - f. Describe how you can help the County promote mail service utilization.
100. Can plan sponsors maintain eligibility, check claim status, make plan design changes, and develop clinical rules online?
101. What is your system access security process?
102. Describe how you assure the confidentiality of patient and plan sponsor data.

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103. Are modeling tools (for plan design, formulary, clinical rules, etc.) available on the plan sponsor website?
104. Are there any special charges for access to and use of your Internet-based services?
105. Are all network pharmacies required to maintain online connectivity to your claims system?
106. Describe your trend management programs (e.g., step therapy) and include case studies to illustrate your success in managing trend.
107. Give the percentage of your plans or groups with generic fill rates above 50% by line of business (e.g., employer, union, public sector, managed care, TPA).
108. Describe the financial guarantees your organization currently provides for its trend management programs.
109. How do you communicate with members about new clinical programs that might become available? Provide samples of communications.
110. Please provide samples demonstrating how you communicate with physicians about new clinical programs that might become available.
111. Describe your concurrent DUR and retrospective DUR programs.
112. Describe your prior authorization programs.
113. How do you notify members of denials and expiration of prior authorizations?
114. What is your process for handling exceptions, emergency overrides, and appeals?
115. Describe your formulary management approach.
116. Provide a detailed description of your efforts to improve compliance with your formulary. Indicate which programs promote brand drugs, generic drugs, or both.
117. What strategies do you have in place to manage specialty pharmacy?
118. Do you have a specialty pharmacy network from which participants must purchase specialty medications?
119. Describe your specialty services to handle biologic medications such as Tracleer, Temodar, Gleevec, Iressa, etc.

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120. Define all fixed costs for pharmacy administration. Please complete the grids below:

	Administration Cost
Electronic Claim	
Paper Claim	

DISPENSING FEE	
Retail Brand	
Retail Generic	
Mail Order Brand	
Mail Order Generic	

Discounts from Average Wholesale Price	
Retail Brand	
Retail Generic	
Mail Order Brand	
Mail Order Generic	

121. If you have any charges that are not addressed in your quotation, please describe them fully.

Customer Service

122. Will you provide a dedicated customer service team?

123. List the names, positions, and responsibilities of the proposed account management team.

124. Describe the frequency with which you propose to hold account management meetings and discuss how you will conduct annual performance reviews with the County and MCPS.

125. Describe the scope of your analytical and consultative capabilities.

126. Provide an implementation timeline for an effective date of October 1, 2024.

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127. Please list in detail the account management performance guarantees you are offering the County and MCPS.
128. Do you provide client-specific training prior to the client's effective date?
129. Are all member inquiries — phone calls, written, e-mail, and Internet — integrated for tracking and reporting purposes?
130. Do you have the ability to track and measure participant-specific issues?
131. Is enrollment tied to the Employee SSN or a unique identifier?
132. Do you have the capability to enter corrections to eligibility records in real time?
133. How does your website compare to other healthcare-related websites? What are some distinguishing features? Is online reporting available to the plan sponsor?
134. Please describe the types of reports that can be downloaded from your online system.

HDHP Questionnaire

135. Does your firm have experience administering CDHP/HSA plan designs? How many Consumer Driven Health Care/Health Savings Account customers does your firm have?
136. Do you have banking relationships for Health Saving Accounts? Who are your partners? Please provide contact information for your banking partners.
137. Do you have any physical office locations in Montgomery County? If so, where?
138. What are the current interest rates credited to the accounts?
139. What is the minimum balance?
140. What fees are charged to the account?
141. Can you provide reporting to the employer that tracks average HSA balances?
142. Can you provide reporting to the employer that tracks member out of pocket expenses that fall into the deductible corridor?
143. When a member incurs a claim, how is the claims activity communicated to the member (i.e., the procedure, claim amount, physician or facility seen, remaining balance, etc.)
144. Describe the consumer decision/educational tools that are available to the members. What is Internet based?

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- 145. Describe your onsite enrollment education support.
- 146. Are physicians and hospitals contractually limited in how much they can charge the member at the initial encounter?

Affordable Care Act Reporting

- 147. What options, if any, does your proposal include for Affordable Care Act reporting to the I.R.S.? Describe the option(s) and explain whether such reporting is included in your proposal or would require additional expense.
- 148. Will you assist with RxDC reporting?

Self-funded Claims Administration

- 149. For what dates are your claim administration fees guaranteed?
- 150. What is your deposit requirement? How is it calculated?
- 151. What would cause your claim administration fee to increase during the policy year?
- 152. For what time period is your quotation valid?
- 153. Do you have Professional Liability and Fidelity Bond coverage?
- 154. Will you release the name of claimants, dollar amounts of medical plan payments, dates paid and condition monthly for large claimants?
- 155. Explain and outline your estimated total dollar cost guarantees (plan administration and claims) for the first year and renewal years? If you cannot offer total dollar cost guarantees, what cost guarantees can you offer the first year and subsequent years?
- 156. If your services are terminated, describe how run-out claims administration would be handled and the cost for those services.
- 157. List two previous clients who have terminated during the past 24 months for reasons other than merger, acquisition, or the business closing. Furnish names, addresses, person to contact and phone number.
- 158. The renewal will be due to Mark III Brokerage, Inc. by February 1st yearly with any rate increases and/or provisional changes. Please confirm your agreement.
- 159. Do you offer terminal funding liability? If so, what is the cost?

Attachment D – PROPOSAL Questionnaire

Proposal for Montgomery County and Montgomery County Schools – Medical, Pharmacy, Dental and Stop-loss Insurance

Page **15** of **15**

Stop-Loss Coverage

160. Please quote aggregate (125%).
161. Please quote specific stop-loss with limits of \$225,000, \$250,000, and \$275,000 at 12/12 and 12/15.
162. Include medical and pharmacy in the specific stop-loss coverage.
163. Is your proposal firm, without any contingencies?
164. What dates are your quoted rates guaranteed?
165. Please quote with the expectation that the contract will transition to a paid basis at renewal.

EXCEPTIONS TO RFP

Name of Offeror: _____

Please list any deviations to RFP specifications below:

Section Title	Page Number	Explanation of exception and any proposed Language

RETURN THIS PAGE ONLY IF APPLICABLE

Attachment F – Proprietary / Confidential Information

Proposal for Montgomery County and Montgomery County Schools – Medical, Pharmacy, Dental and Stop-loss Insurance

Page 1 of 1

PROPRIETARY/CONFIDENTIAL INFORMATION

Trade secrets or proprietary information submitted by a bidder/offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the bidder/offeror must invoke the protections of 2.2-4342(f) of the Code of Virginia, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected including the section of the bid/proposal in which it is contained and the page numbers, and state reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures or paragraphs that constitute trade secrets or proprietary information. In addition, a summary of proprietary information shall be submitted on this form. The classification of an entire bid/proposal document, line item prices, and/or total bid/proposal prices as proprietary or trade secrets is not acceptable.

SECTION/TITLE	PAGE NUMBERS(S)	REASON(S) FOR WITHHOLDING FROM DISCLOSURE	VFOIA PROVISION FOR NONDISCLOSURE-VA CODE SECTION

You may attach additional copies of this page, as necessary.

Attachment G – Statement of Qualifications and Experience for Key Personnel

Proposal for Montgomery County and Montgomery County Schools – Medical, Pharmacy, Dental and Stop-loss Insurance

Page 1 of 1

STATEMENT OF QUALIFICATIONS AND EXPERIENCE FOR KEY PERSONNEL

Expressions of interest in response to this Request for Proposal must include a statement of qualifications, including background and experience of key personnel who would be assigned to the work, summary of other staff members who would be assigned to the work and a summary listing of similar contracts conducted by the firm. The firm must have a proven record of experience in providing similar services. When applicable to the category of services governed by the proposal, the Offeror should address the following criteria:

- Specific training, knowledge and experience relating to the provision of the requested services.
- Thorough knowledge, as applicable, of all relevant federal, state, and local codes, regulations, standards, and requirements relating to the proposed services, including if applicable knowledge of any standards required to ensure functionality of the project as a completed whole.
- Proven track record of success with similar services.

Each firm submitting a proposal for items included in this RFP shall prepare and submit the following information, in addition to addressing the qualifications stated above:

1. How many years have you been in business in Virginia and under what names? _____
2. General Character of services provided by your firm: _____

3. List places of operation.
4. Provide a clear statement of experience and qualifications relevant to the services proposed to be provided.

Attachment H – References

Proposal for Montgomery County and Montgomery County Schools – Medical, Pharmacy, Dental and Stop-loss Insurance

Page 1 of 2

References for: _____
Name of Offeror

CURRENT CONTRACTS

Offeror shall provide a list of at least three references where similar goods and/or services are provided. Each reference shall include the name of the organization, the complete mailing address, name of the contact person, email address and telephone number.

- 1. ORGANIZATION _____
ADDRESS _____
CITY, STATE, ZIP _____
CONTACT PERSON _____
TELEPHONE NO. (____) _____ Email address: _____

- 2. ORGANIZATION _____
ADDRESS _____
CITY, STATE, ZIP _____
CONTACT PERSON _____
TELEPHONE NO. (____) _____ Email address: _____

- 3. ORGANIZATION _____
ADDRESS _____
CITY, STATE, ZIP _____
CONTACT PERSON _____
TELEPHONE NO. (____) _____ Email address: _____

This form is required to be submitted to be considered a Qualified Offeror for this solicitation.

Attachment H – References

Proposal for Montgomery County and Montgomery County Schools – Medical, Pharmacy, Dental and Stop-loss Insurance

Page 2 of 2

References for: _____
Name of Offeror

TERMINATED CONTRACTS

Offeror shall provide a list of at least three references where similar goods and/or services were provided and terminated. Each reference shall include the name of the organization, the complete mailing address, name of the contact person, email address and telephone number.

1. ORGANIZATION _____
ADDRESS _____
CITY, STATE, ZIP _____
CONTACT PERSON _____
TELEPHONE NO. (____) _____ Email address: _____

2. ORGANIZATION _____
ADDRESS _____
CITY, STATE, ZIP _____
CONTACT PERSON _____
TELEPHONE NO. (____) _____ Email address: _____

3. ORGANIZATION _____
ADDRESS _____
CITY, STATE, ZIP _____
CONTACT PERSON _____
TELEPHONE NO. (____) _____ Email address: _____

This form is required to be submitted to be considered a Qualified Offeror for this solicitation.