



**CAMERON COUNTY
PURCHASING DEPARTMENT
INVITATION TO RFP**

RFP NUMBER # 1460 EH

RFP TITLE: INSURANCE EMPLOYEE HEALTH: SELF FUNDED, STOP LOSS AND ADMINISTRATION SERVICES, AND ANCILLARY PRODUCTS

DATE DUE: AUGUST 18, 2015

DUE NO LATER THAN 11:00 A.M.

Bids/ RFP's / RFQ's will be opened at the Cameron County Courthouse, 1100 East Monroe Street, Brownsville, Texas in the Purchasing Department – 3rd Floor – Room # 345 at 11:01 a.m. (as per Purchasing Dept. time clock) on deadline due date. RFPs received later than the date and time above will not be considered.

Please return RFP **ORIGINAL AND SIX (6) COPIES** in sealed envelope. Be sure that return envelope shows the RFP Number, Description and is marked "SEALED RFP".

RETURN RFP TO:

mailed or delivered to the office of Purchasing Dept., **County Courthouse (Dancy Bldg.)**
1100 E. Monroe St, 3rd Floor, Room 345, Brownsville, Texas 78520.

For additional information or to request addendum contact: Mike Forbes or Beverly Findley at (956) 544-0871, E-mail: mforbes@co.cameron.tx.us or purchasing@co.cameron.tx.us To ask specific questions on project requirements, please call: **Nick Long at (281) 773-8954** e-mail: nick_long@ajg.com

You must sign below in INK; failure to sign WILL disqualify the offer. All prices must be typewritten or written in ink.

Company Name: _____

Company Address: _____

City, State, Zip Code: _____

Telephone No. _____ Fax No. _____ e-mail _____

Historically Underutilized Business (State of Texas) Certification VID Number: _____

Print Name: _____ Signature: _____

How did you find out about this RFPBid? _____ (ex: Newspaper, Web, Mail)

Is Proposer's principal place of Business within Cameron County? Yes - No

(Your signature attests to your offer to provide the goods and/or services in this bid according to the published provision of this RFP. When an award letter is issued, this RFP becomes the contract. If a RFP required specific Contract is to be utilized in addition to this RFP, this signed RFP will become part of that contract. When an additional Contract is required an RFP award does not constitute a contract award and RFP / Contract is not valid until contract is awarded by Commissioners Court (when applicable) signed by County Judge) and Purchase Order is issued.

CHECK LIST

Offerors are asked to review the package to be sure that all applicable parts are included. If any portion of the package is missing, notify the Purchasing Department immediately. It is the Offeror's responsibility to be familiar with all the Requirements and Specifications. Be sure you understand the following before you return your bid packet.

- Cover Sheet**
Your company name, address and your signature (**IN INK**) should appear on this page.
- Instructions to Bidders**
You should be familiar with all of the Instructions to Bidders.
- Special Requirements**
This section provides information you must know in order to make an offer properly.
- Specifications / Scope of Work**
This section contains the detailed description of the product/service sought by the County.

Attachments

- Attachments A, B, C, D, E, F, G, H**
Be sure to complete these forms and return with packet.

Other - Final Reminders To double check before submitting BID/RFP/RFQ

- ___ Is your bid sealed with bid #, title, Bidder Name, & return address, on outside?
- ___ Did you complete, sign and submit page 1?
- ___ Did you provide the number of copies as required on the cover page?
- ___ Did you visit our website for any addendums?

[http://www.co.cameron.tx.us/administration/purchasing_department/bids_rfp\(q\)_and_addms_and_tabs.php](http://www.co.cameron.tx.us/administration/purchasing_department/bids_rfp(q)_and_addms_and_tabs.php)

If not interested in Bidding please let us know why [e-mail to: Purchasing@co.cameron.tx.us](mailto:Purchasing@co.cameron.tx.us)

INSTRUCTIONS FOR SUBMITTING RFP'S

These General Instructions apply to all offers made to Cameron County, Texas (herein after referred to as "County") by all prospective vendors (herein after referred to as "Proposers") on behalf of Solicitations including, but not limited to, Invitations to RFP and Requests for Quotes.

Carefully read all instructions, requirements and specifications. Fill out all forms properly and completely. Submit your bid with all appropriate supplements and/or samples. Prior to returning your sealed bid response / submittal, all Addendums - if issued - should be reviewed and downloaded by entering the County Purchasing web [http://www.co.cameron.tx.us/administration/purchasing_department/bids_rfp\(q\)_and_addms_and_tabs.php](http://www.co.cameron.tx.us/administration/purchasing_department/bids_rfp(q)_and_addms_and_tabs.php) Addendums Column (updated Addendums). These Addendums must be signed and returned with your bid in order to avoid disqualification. All Tabulations can also be viewed and downloaded at this site. Annual Bid award information can be accessed at: [http://www.co.cameron.tx.us/administration/purchasing_department/bids_rfp\(q\)_and_addms_and_tabs.php](http://www.co.cameron.tx.us/administration/purchasing_department/bids_rfp(q)_and_addms_and_tabs.php) Review this document in its entirety. Be sure your RFP is complete, and double check your Bid / RFP for accuracy.

Cameron County is an Equal Employment Opportunity Employer.

Review this document in its entirety. Be sure your RFP is complete, and double check your RFP for accuracy.

GOVERNING FORMS: In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, Cameron County's interpretation shall govern. Where substitutions are used, they must be of equivalent value or service, and specified by the Proposer as such, in the columns to the right on the "Minimum Specifications' Forms". The County's specifications may be exceeded and should be noted by the Vendor as such. Any bid NOT MEETING the Minimum Requirements specified will be rejected.

GOVERNING LAW: This invitation to RFP is governed by the competitive RFP requirements of the County Purchasing Act, Texas Local Government Code, §262.021 et seq., as amended. Offerors shall comply with all applicable federal, state and local laws and regulations. Offeror is further advised that these requirements shall be fully governed by the laws of the State of Texas and that Cameron County may request and rely on advice, decisions and opinions of the Attorney General of Texas and the County Attorney concerning any portion of these requirements.

Questions requiring only clarification of instructions or specifications will be handled verbally. If any questions results in a change or addition to this RFP, the Change(s) and addition(s) will be forwarded to all vendors involved (as quickly as possible) in the form of a written addendum only. Verbal changes to Bids/RFP's/RFQ's must be backed-up by written addendum or written Q/A clarifications which would be posted on County Purchasing Web site. Without written Addendum or written Q / A clarification, verbal changes to Bids / RFP / RFQ will not apply.

Sign the Vendor's Affidavit Notice, complete answers to Attachments A,B, C, D, E, F, G, H and return all with your RFP.

CONFLICT OF INTEREST QUESTIONNAIRE:

For vendor or other person doing business with local governmental entity

This questionnaire must be filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator (County Clerk's Office) of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed.

See Section 176.006, Local Government Code.

A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.

Please review this entire document, if for any reason there is any information to disclose, relative to any questions in this Conflict of Interest form, you must file with County Clerk's Office subject to above instructions.

can be downloaded at the following web site:

<http://www.co.cameron.tx.us/purchasing/docs/conflictinterest.pdf>

DISCLOSURE OF INTERESTS:

This questionnaire must be filed with the records administrator (County Clerk's Office) of the local government and no later than the 7th business day after the person becomes aware of facts that require this statement to be filed. Cameron County, Texas requires all persons or firms seeking to do business with the County to **provide the following information if the person becomes aware of facts that require this statement to be filed.** Every question must be answered. If the question is not applicable, answer with "N/A."

Please review this entire document. if for any reason there is any information to disclose, relative to any questions in this disclosure of interest form, you must file with County Clerk's Office subject to above instructions.

can be downloaded at the following web site:

<http://www.co.cameron.tx.us/purchasing/docs/DisclosureofInterest.pdf>

PROPOSER SHALL SUBMIT RFP ON THE FORM PROVIDED, SIGN THE VENDOR AFFIDAVIT, AND RETURN ENTIRE RFP PACKET. In the event of inclement weather and County Offices are officially closed on a RFP deadline day, RFP's will be received unit 2:00 p.m. of the next business day, for opening at up coming Commissioner's Court meeting.

RFP's SUBMITTED AFTER THE SUBMISSION DEADLINE SHALL BE RETURNED UNOPENED AND WILL BE CONSIDERED VOID AND UNACCEPTABLE.

BIDDERS / PROPOSERS MAY ATTEND PUBLICLY HELD COMM COURT MEETING FOR AWARD OF THIS SOLICITATION. All responding bidders/ proposers are welcome to attend the publicly held Commissioners Court meeting relative to the outcome / award of this solicitation. Court Meeting agenda date and times may be obtained at the following web site: http://www.co.cameron.tx.us/commissioner_s_court_agenda/index.php

SUCCESSFUL VENDOR WILL BE NOTIFIED BY MAIL. All responding vendors will receive written notification regarding the outcome of the award.

OPEN RECORDS ACCESS TO ALL INFORMATION SUBMITTED. All information included will be open to the public, other proposers, media as per the Open Records Act and not be confidential in nature. If you deem any information as confidential, it **should not** be made part of your RFP package.

PLEASE NOTE CAREFULLY

THIS IS THE **ONLY APPROVED INSTRUCTION** FOR USE ON YOUR RFP. ITEMS BELOW APPLY TO AND BECOME A PART OF TERMS AND CONDITIONS OF RFP. **ANY EXCEPTIONS THERETO MUST BE IN WRITING.**

1. **ORIGINAL AND SIX (6) COPIES OF RFP's MUST BE SUBMITTED** Each RFP shall be placed in a separate envelope completely and properly identified with the name and number of the RFP. RFP's must be in the Purchasing Department **BEFORE** the hour and date specified.
2. RFP's MUST give full firm name and address of the Proposer. Failure to manually sign RFP will disqualify it. Person signing RFP should show TITLE or AUTHORITY TO BIND THE FIRM IN A CONTRACT.
3. RFP's CANNOT be altered or amended after deadline time. Any alterations made before deadline time must be initiated by Proposer or his authorized agent. No RFP can be withdrawn after opening time without approval by the Commissioners Court based on a written acceptable reason.
4. The County is exempt from State Sales Tax and Federal Excise Tax. DO NOT INCLUDE TAX IN RFP. Cameron County claims exemption from all sales and/or use taxes under Texas Tax Code §151.309, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the Cameron County Purchasing Agent.
5. Written and verbal inquires pertaining to RFP's must give RFP Number and Company.
6. The County reserves the right to accept or reject all or any part of any bid, waiver minor technicalities. The County of Cameron reserves the right to award by item category or by total bid. Prices should be itemized. County also reserves the right to award either with or without trade-in, if applicable. Cameron County retains the option to re-bid at any time if in its best interest and is not automatically bound to renewal or re-bid. The County reserves the right to add additional County Departments (at a later time during this bid award) as the need arises. The County also reserves the right to consider CO-OP Interlocal Agreements / pricing.

7. RFP unit price on quantity specified – extend and show total. In case of errors in extension, UNIT prices shall govern. RFP's subject to unlimited price increase will not be considered.
8. This is a RFP inquiry only and implies no obligation on the part of Cameron County.
9. Acceptance of and final payment for the services will be contingent upon satisfactory performance of the product received by Cameron County.
10. Partial RFP's will be accepted by type of service. **To be awarded by type of service.**
11. It is expected that the Proposer will meet all state and federal safety standards and laws in effect on the date of the RFP for the item(s) being specified, and the particular use for which they are meant.
12. It is the responsibility of the proposer to ask any and all questions the bidder or proposer feels to be pertinent to the bid / proposal. Cameron County shall not be required to attempt to anticipate such questions for bidders or proposers. Cameron County will endeavor to respond promptly to all questions asked.

PURCHASE ORDER AND DELIVERY: The successful offeror shall not deliver products or provide services without a Cameron County Purchase Order, signed by an authorized agent of the Cameron County Purchasing Department. The fastest, most reasonable delivery time shall be indicated by the offeror in the proper place on the Pricing/Delivery Information form.

INVOICES AND PAYMENTS: (a) Seller shall submit separate invoices, in duplicate, on each purchase order after each delivery. Invoices shall indicate the purchase order number, shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight weigh bill when applicable, should be attached to the invoice. Mail to: Cameron County, ATTN: Auditor's Office, 1100 East Monroe Street, Brownsville, Texas 78520. Payment shall not be due until the above instruments are submitted after delivery or services rendered. Vendors should keep the Finance Department advised of any changes in your remittance addresses. (b) Buyer's obligation is payable only and solely from funds available for the purpose of the purchase. Lack of funds shall render this contract null and void to the extent funds are not available and any delivered buy unpaid for goods will be returned to Seller by Buyer. (c) Do not include Federal Excise, State or City Sales Tax. County shall furnish tax exemption certificate if required.

Any invoice, which cannot be verified by the contract price and/or is otherwise incorrect, will be returned to the offeror for correction. Under term contracts, when multiple deliveries and/or services are required, the offeror may invoice following each delivery and the County will pay on invoice. Contracts providing for a monthly charge will be billed and paid on a monthly basis only. Prior to any and all payments made for good and/or services provided under this contract, the offeror should provide his Taxpayer Identification Number or social security number as applicable. This information must be on file with the Cameron County Auditor's office. Failure to provide this information may result in a delay in payment and/or back-up withholding as required by the Internal Revenue Services.

Titles and Invoices: all titles and invoices will be in the name of **Cameron County, 1100 E. Monroe Street, Brownsville, Texas 78520**, and signed ONLY by the County Auditor's Office personnel.

Proposer shall submit an itemized invoice showing RFP number and purchase order number to:

**CAMERON COUNTY AUDITOR
ACCOUNTS PAYABLE
1100 EAST MONROE ST.,
BROWNSVILLE, TEXAS 78520**

Please note that any payment due under this RFP award will be applied towards any debt, including but not limited to delinquent taxes that is owed to Cameron County.

PAYMENT DISCOUNT: Indicate the payment discount (s) available depending on the when invoices are paid. For example, 1/30 means a 1% discount if paid within 30 days, 2/15 means a 2% discount if paid within 15 days, etc. Payment in full will be made within thirty (30) days of delivery, inspection, and receipt of invoice.

All costs quotations must include all the various features needed to satisfy the requirements. Note: No amounts will be paid for the items in this RFP in excess of the amounts quoted.

Request for Proposals (RFP) # 1460 EH

“INSURANCE EMPLOYEE HEALTH: SELF FUNDED, STOP LOSS AND
ADMINISTRATION SERVICES, AND ANCILLARY PRODUCTS ”

Date	Event
July 20, 2015	Issue Date
August 4, 2015	Due Date for Questions by 5:00 pm
August 10, 2015	Questions and Answers posted on Cameron County website
August 18, 2015	RFP opening at 11:00 am
August 27, 2015	Tentative recommendation presented to C. County Commissioners Court

- Questions must be submitted via e-mail to the contact persons listed.
In the e-mail subject line, type: Questions, RFP # 1460 EH, “Insurance Employee Health: Self funded, Stop Loss and Administration Services, and Ancillary Products”
- Q & A and Addenda will be posted on Cameron County’s website:
[http://www.co.cameron.tx.us/administration/purchasing_department/bids_rfp\(q\)_and_addms_and_tabs.php](http://www.co.cameron.tx.us/administration/purchasing_department/bids_rfp(q)_and_addms_and_tabs.php)
- Your proposal must be delivered in a **sealed envelope or carton** and received by the opening time and date listed.
- FAX, e-mail or other electronic proposals **will not be accepted**.
- Proposals must be plainly marked with the RFP Number and Title above.

Proposals submitted must be valid for ninety (90) days to allow evaluation and decision by The County.

Bid Bond as noted elsewhere in this RFP is waived for this RFP.

The initial term of the Contract formed from this RFP will be from Date of Award, for a 3-year period with the option to renew annually for 2 additional one-year terms for a total maximum contract length of 5 years. It is the intention of The County to enter into a long-term relationship, therefore, multi-year rate guarantees and/or rate caps will be given favorable consideration. If a multi-year rate guarantee cannot be provided, the Offeror shall indicate the maximum guaranteed rate increases which may be anticipated and the basis on which the increases will be determined. The County has the option to renew a Contract on an annual basis, based upon quality of care, services rendered and renewal rates. In the event The County has neither renewed this Contract nor secured alternative plans or services from another provider, on or before the initial termination date, this proposal as approved and awarded by The County shall continue upon mutual agreement on a month-to-month basis.

The attached "General Terms & Conditions"; "Representation and Certification" form; "Special Terms & Conditions"; and questionnaires/certifications identified elsewhere in this RFP are an integral part of this RFP and will become a part of any subsequent Contract(s) executed for this RFP. Purchases against this proposal, and subsequent Contract, if any, will be based upon the annual availability of funding. If funds are not available, The County may terminate the Contract without prejudice and without further financial liability.

Questions concerning this solicitation document should be addressed, in writing, to Mike Forbes or Beverly Findley at (956) 544-0871, E-mail: mforbes@co.cameron.tx.us or purchasing@co.cameron.tx.us To ask specific questions on project requirements, please call: Nick Long at (281) 773-8954 e-mail: nick_long@ajg.com Questions should be submitted not later than Tuesday, August 4, 2015 at 5:00 PM (Central) to allow sufficient time for responses prior to receipt/opening date/time. Responses to questions, other than administrative questions, will be provided to all potential Offerors by means of an addendum to the solicitation.

Contract(s) will be put into effect by means of a letter of acceptance, or some other written notification of acceptance by The County, within thirty (30) days of acceptance by The County. The document of acceptance, this RFP, the Offeror's proposal, and possibly the Offeror's "binder" will comprise the Contract Documents. The Offeror's "binder" and/or standard contract may become a part of the Contract Documents, but the terms/conditions of the RFP take precedence unless deviations/exceptions are specifically identified in a separate document that is executed by Offeror and The County's Purchasing Director and noted as an attachment to the Contract.

ALTERNATE PROPOSALS WILL BE ACCEPTED PROVIDED THEY ARE WITHIN THE STATEMENT OF WORK OUTLINED IN THIS RFP; HOWEVER, OFFERORS ARE CAUTIONED TO NOT DEVIATE TOO EXTREMELY FROM THE REQUIREMENTS NOTED IN THE STATEMENT OF WORK. EVALUATION AND/OR ACCEPTANCE OF AN ALTERNATE PROPOSAL WILL BE AT THE SOLE DISCRETION OF THE COUNTY.

Signature below represents that Offer is submitted.

OFFER MUST BE SIGNED

Company Name: _____

Submitter's Name/Title: _____

Address: _____

City, State and Zip Code: _____

Email Address: _____

Telephone No. _____

Submitter's Signature: _____

Date: _____

PROPOSAL INSTRUCTIONS AND REQUIREMENTS

Organization and Format

A title page for the proposal must show The County's name, RFP #, name of Offeror's firm, address, telephone number, fax number, name of contact person, and date. A table of contents with section numbers must be provided to clearly identify the specified material by section as specified below. The body of the proposal must be tabbed as described in this section.

The proposal should be organized in the following format using Section numbers.

- I. Transmittal Letter, Representation and Certification Form and copy of Errors and Omissions Certificate
- II. Response to Questionnaires and Worksheets (See RFP list of attachments)
- III. Required forms—i.e., W9, CIQ, Certifications and Representations, Felony Conviction, etc.

Transmittal Letter

In Section I of the proposal, the Offeror must submit a transmittal letter that accomplishes the following:

1. Identifies the Offeror.
2. A commitment by your company to provide the services required by The County.
3. States the proposal is firm and effective until the effective date of the plan.
4. Is signed by a person legally authorized to bind the Offeror to the representations in the response. In the case of a joint proposal, each Offeror must sign the transmittal letter.
5. Include a statement of acceptance of the terms and conditions of the contract resulting from this RFP. If an Offeror takes exception to any of the proposed benefits, terms and conditions stated in this RFP, those exceptions must be noted in the appropriate section of the response.

Representation and Certification Form

The proposal must include a signed Representation and Certification Form in Section I of your response.

Insurance Coverages

Proposers must have insurance coverages as noted elsewhere in this RFP. Certificates of insurance must be included in Section I of response.

Questionnaires and Worksheets

The questionnaires and worksheets provided in this RFP are designed to verify the Offeror's ability and willingness to meet various requirements and expectations about the services provided to The County.

When responding to the questionnaires/worksheets please be concise yet specific with answers. If a numbered question is adequately addressed in a section of your proposal, please reference that section, but still respond to question on the questionnaire. The response could be highlighted in the body of the proposal for further clarification. Place responses to the questionnaires/worksheets in Exhibit B of the RFP.

General Information

Cameron County has engaged Gallagher Benefits ("Gallagher") to solicit and evaluate proposals for its medical benefit program on both a fully-insured and self-insured basis as well as several voluntary employee benefit plans. Your organization is asked to provide proposals for the above coverage which you are able to quote on. Please provide the following:

- Proposals for medical
 - Self-Insured
 - Proposals for Stop Loss
 - Proposals with and without the PBM included
 - Fully Insured Voluntary Dental
 - Fully Insured Voluntary Disability
 - Fully Insured Voluntary Group Life
 - Fully Insured Employer Paid Group Life
 - Fully Insured Voluntary Vision
 - Fully Insured Voluntary Group Based Worksite Products

The plans for the coverages listed above are to have an effective date of October 1, 2015. Please provide quotes for the plans listed based on plan designs that most closely match current options as well as alternative options your organization feels are attractive.

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SECTION A: BACKGROUND INFORMATION

INSURANCE EMPLOYEE HEALTH: SELF FUNDED, STOP LOSS AND ADMINISTRATION SERVICES, AND ANCILLARY PRODUCTS

RFP # 1460 EH

The County currently has a fully-funded Medical benefit program that provides benefits to its employees and dependents. The County has **Self funded Medical Plan** administered by BCBS of TX through the Texas Association of Counties (TAC). As of May 2015, there are approximately, 1,700 employees **and 636 dependents** enrolled in the medical plans. The County is currently using BCBS's PPO Network.

The bulk of this RFP is for differing types of administrative and insurance products. Proposers can submit proposals for all or selected services. The services are:

- Third Party Administrator Services for a low cost Self Insured Medical Program
 - Can include ACO, HMO, H-S-A, HRA or another unique alternative
 - Stop Loss Insurance

- Fully insured voluntary Dental Program
- Fully insured voluntary disability
- Fully insured voluntary group life insurance
- Fully insured Employer paid group life insurance
- Fully insured voluntary vision
- Fully insured voluntary group worksite products

Please note that your inability to quote any of the above options would not preclude you from being selected as a finalist. Should you have standard products which do not, in their entirety, meet the RFP, please feel free to quote based upon your standard package. However, you must specify any and all deviations in your quotation and the RFP on the "Exceptions to Terms, Conditions, and/or Statement of Work." It will be assumed that your proposal is in compliance if deviations are not noted in the "Exceptions to Terms, Conditions, and/or Statement of Work."

Any prospective proposer will be responsible for having qualified personnel and computerized systems capable of handling a case of this size and their plan of benefits. The proposer must provide references and proof of the provider's ability to satisfactorily serve the County. **All proposers must be completely HIPAA compliant - a Exceptions to Terms, Conditions, and/or Statement of Work is required with any proposals submitted to the COUNTY.**

Please include standard commissions in the voluntary benefit proposals only, no commission may be included in ANY employer paid product. Commissions, fees or other reimbursement arrangements must be fully disclosed. Gallagher Benefit Services is the agent of record.

SECTION B: GENERAL ADMINISTRATOR REQUIREMENTS
INSURANCE EMPLOYEE HEALTH: SELF FUNDED, STOP LOSS AND
ADMINISTRATION SERVICES, AND ANCILLARY PRODUCTS

RFP # 1460 EH

1. **PPO Network**

The current Preferred Provider Network is BCBS's PPO Network. The County will consider all network options that have adequate coverage in their area.

2. **Commission**

No commissions, bonuses, overrides or service fees shall be paid to any party without full disclosure.

3. **Compliance with the Request for Proposal**

All responses are to be prepared according to the Request for Proposal. Any item(s) your company cannot accommodate are to be disclosed in writing prior to binding acceptance by the consultant and the County. Any deviations from this request are to be discussed with the consultant in advance of the due date. After a commitment has been made by the County, the Proposer will be held responsible for all items contained in the specifications.

4. **Effective Date**

The effective date of the new contract(s) will be **October 1, 2015**.

5. **Enrollment**

The selected carrier will be responsible for enrollment support and informational meetings at the County during open enrollment to be held during the month of **September, 2015**.

6. Plan Design

Please provide your proposal based on the current plan designs.

7. Quoted Rates

A minimum rate guarantee of 12 (twelve) months is required. Please confirm this guarantee in your response to the proposal and denote any additional guarantees your company may wish to extend to the County. It is the County's desire to have a three-year rate guarantee with the new administrator with the option to renew for up to two (2) additional one year periods provided renewal rates are acceptable and can be given within your proposal. Multiple years, rate guaranteed contracts will receive preference.

- a) The guaranteed period of time. Any adjustments on an annual basis must have an acceptable negotiable cap; and
- b) Must include a clause retaining the County's continuing right to terminate the contract at the end of the County's budget period without penalty; and
- c) A clause conditioning the continuation of the contract on the County's best efforts to appropriate funds for the payment of the contract.

8. Renewal Rates

The selected administrator is asked to deliver a rate adjustment no later than **June 15th** prior to the anniversary date each year. An adjustment request will be effective after approval of Board of Trustees.

9. Ownership of Records

All records, member files and miscellaneous data necessary to administer the plan shall be the property of the County. The selected carrier will be asked to transfer records to the County within 30 days of notice of termination.

10. Master Contract

The County may choose to stipulate that an approved Contract must be negotiated and executed by the selected vendor prior to being presented to the Board of Trustees for approval. A sample contract with approved language may be provided upon award.

11. Plan Changes and Amendments

If changes in the plan of benefits or servicing requirements are needed, such changes will be made in writing and deemed as an amendment to the contract.

12. Administrator Selection

The selection of the administrator will be made on or by August, 2015.

13. Right to Audit

The County reserves the right to audit the claim records and other financial records of its insurers/providers, as they pertain to the employee benefit program whenever it is deemed appropriate using whatever methodology the County chooses. Such audits may include collections efforts and may be performed by the County's personnel or by outside auditors selected by the County. By submitting a proposal to the County, you are agreeing to this provision and agree to **not place any limitation** on the County with regard to this provision. Included in the requirements of the Proposal is a Post Implementation Audit. This **will be at the expense** of the selected proposer. If the selected proposer does not have a 95% procedural accuracy as a result of the Post Implementation Audit, the new proposer **will incur the cost of a focused claims audit at the end of year one**. The costs of such audit(s) are included in this document. Any deviations to this section must be clearly outlined on the "Exceptions to Terms, Conditions, and/or Statement of Work" Form.

14. Data Caveat

The data contained herein has been supplied by the County, BCBS. It has been gathered and coordinated by the consultant and reviewed as to accuracy on a "best effort" manner. This request for proposal is qualified to the extent the data provided is accurate. Consultant cannot be held liable for any data errors or omissions.

15. Data Files

The County will require that an electronic eligibility file be sent from the chosen administrator, in the format of the County's choice. The cost for the development of this data file should be included in the fees to the County and shall be sent to the consultant at least quarterly but not more frequently than once per month. All costs associated with this process must be included in the proposer's fees.

16. Biography

Please provide a brief biography or relevant experience on key personnel in management, claims, eligibility, and data processing.

17. Client Information

The Proposer data needed:

- 3 termed clients within last 3 years
- 2 new clients within last year
- 5 existing clients for 3 or more years
- County's preferred
- 500 to 2000 employees

18. Awards

The award to the successful proposer will be based upon responses to questions outlined in these specifications and an estimate of the quality and effectiveness of each proposer's services in the following areas:

1. Experience in servicing self-insured public entities - 25 points
2. Claims adjudication service(s) offered - 20 points
3. Quality of risk management information services and report capabilities - 20 points
4. Internal and external claims audit reports - 10 points
5. Performance guarantees - 10 points
6. Written and oral presentations and representations - 15 points

In addition, the County will consider:

1. The purchase price;
2. The reputation of the vendor and the vendor's goods or services;

3. The quality of the vendor's goods or services;
 4. The extent to which the goods or services meet the County's needs;
 5. The proposer's past relationship with the County;
 6. The total long-term cost to the County to acquire the proposer's goods or services; and
 7. Any other relevant factor that a private business entity would consider in selecting a vendor.
19. The selected administrator must agree to add their proposal response as an Addendum to the Administrative Service Agreement between the selected administrator and the County and agree to be bound contractually to all the requirements outlined in the Request for Proposal.

SECTION C: FEE QUOTATIONS – SELF INSURANCE

**INSURANCE EMPLOYEE HEALTH: SELF FUNDED, STOP LOSS AND
ADMINISTRATION SERVICES, AND ANCILLARY PRODUCTS**

RFP # 1460 EH

Give costs in your normal fashion. Show your cost separately for each category of service assuming (a) that the full range of administrative services is taken and (b) that each category may not be purchased. All carrier/administrators should assume that they will be responsible for claims that arrive after October 1, 2015.

Your Charge per Participant per Month

I. Claims Settlement and Statistics

	<u>First Year</u>	<u>Second Year</u>
A. Medical Claims Settlement	\$ _____	\$ _____
B. Dental Claims Settlement	\$ _____	\$ _____
C. Per Claim Basis	\$ _____	\$ _____
D. Run-Out (at termination)	\$ _____	\$ _____

II. Documentation and Plan Drafting

A. Plan Document (Contract Text)	\$ _____	\$ _____
B. Booklets/Packets	\$ _____	\$ _____
C. ID Cards	\$ _____	\$ _____

III. Start-Up Costs

\$ _____

IV. Conversion Plan for Terminating Employee

State your charge, if any, per subscribed plan (your charge may be on the basis of a flat dollar amount per conversion \$ _____ or on a per employee cost per month \$ _____).

V. Utilization Review

\$ Per Employee

A. Hospital Pre-Admission Review	\$ _____
B. Concurrent Review	\$ _____

C.	Out-Patient Surgery Review	\$ _____
D.	Second Surgical Opinion	\$ _____
E.	Ambulatory Procedure Review	\$ _____
F.	Maternity Management	\$ _____
G.	Large Case Management	\$ _____
	Per Case (Hourly)	\$ _____
	Medical Bill Audit	\$ _____
H.	Mental and Nervous	
	Chemical Dependency	\$ _____
I.	Comprehensive Rate	\$ _____
J.	Additional Charges	\$ _____
K.	Start-Up Costs	\$ _____
	TOTAL	\$ _____

Company Name: _____ /Submitter's Name/Title: _____

Address: _____ City, State and Zip Code: _____

Email Address: _____

Submitter's Signature: _____ Telephone No. _____

Fax No. _____ 800 # (if available) _____

Date: _____

SECTION C: FEE QUOTATIONS – FULLY INSURED

**INSURANCE EMPLOYEE HEALTH: SELF FUNDED, STOP LOSS AND
ADMINISTRATION SERVICES, AND ANCILLARY PRODUCTS**

RFP # 1460 EH

Plan	Low	High	Alt 1	Alt 2
EE				
EC				
ES				
EF				

Company Name: _____ /Submitter's Name/Title: _____

Address: _____ City, State and Zip Code: _____

Email Address: _____

Submitter's Signature: _____ Telephone No. _____

Fax No. _____ 800 # (if available) _____

Date: _____

SECTION D: MEDICAL, DENTAL & VISION CLAIMS ADMINISTRATION

INSURANCE EMPLOYEE HEALTH: SELF FUNDED, STOP LOSS AND ADMINISTRATION SERVICES, AND ANCILLARY PRODUCTS

RFP # 1460 EH

This section will detail the administrative services the County wishes to consider. In reviewing this section, please note the County may or may not wish to purchase each major category of service. In view of this desired flexibility, you will be required to quote a separate cost factor for each major service category. Therefore, make sure your costs quotes for each section are self-supporting and independent of each other.

The bulk of this section outlines the typical services provided by a claims administrator. Attached is an outline of the requested services to be provided by the administrator. Any proposer must consider this as a minimum level of service and must provide a cost estimate that is all-inclusive of the minimum services.

The administrator should prepare a quarterly financial report and attend quarterly staff and consultant meetings to review special reports and discussions on utilization review. These meetings are held at the County in Brownsville, Texas.

REQUIRED SERVICES

1. Provide information concerning Plan eligibility and benefits (including deductibles met as of date of inquiry) to all participants, beneficiaries, and health care providers by telephone during normal business hours, including toll-free access and by mail in response to written inquiries.
2. Administer claims in accordance with the terms of the Plan, including any summaries or "write-ups" as may be approved by the Plan Sponsor or Plan Administrator as the correct interpretation of Plan provisions.
3. Claims administration services shall include:
 - a. The receipt and review of claims and claim documents.

- b. Verification of eligibility and determination of medical necessity and amounts payable under the Plan in light of Plan provisions concerning reasonableness of charges and preferred providers or other service arrangements.
 - c. Correspondence with claimants to obtain any required additional information and to determine whether other coverage for the claim exists under subrogation rights or other benefit plans, insurance contracts, health maintenance organizations, or government-sponsored benefit programs.
 - d. Preparation and mailing explanations of benefits (or denial of benefits), and benefit payment checks drawn on designated demand deposit accounts.
 - e. Reasonable steps, in accordance with Plan provisions, to recover or offset erroneous payments of plan benefits.
 - f. Administration of claims review and appeals procedure in accordance with Plan provisions. Advise the Plan Administrator of all appeals of denied claims and the Plan Administrator shall make all final benefit determinations in such cases.
 - g. Quarterly claims review meetings.
 - h. Coordinate and provide any necessary information to the selected Disease Management, PBM, and Wellness providers for the County's plans to ensure continuity within the necessary components of the plan.
- 4. Provide one copy of the Plan Document and/or summary plan description and all related standard administrative forms and assist with the design and printing of claim forms, ID cards, and other supplies designed specifically for the Plan. These supplies include benefit plan books in printed and electronic form.
 - 5. Provide all reports included, from time to time, in standard comprehensive reporting package.
 - 6. Provide the Plan Sponsor with any data maintained by TPA that is required by the Plan in the preparation of required reports and filings.

7. Receive, Network re-pricing information and accurately re-price all Network claims.
8. Attend meetings with the Plan Sponsor as reasonably requested and necessary for the provision of services under this Agreement, including scheduled quarterly meetings.
9. The winning carrier must also supply a toll free nurse line as well as telephonic & online service capabilities.

PLEASE PROVIDE YOUR ABILITY AND WILLINGNESS TO PERFORM BASED ON THE FOLLOWING:

I. Claims Settlement and Statistics

A. Claims Settlement

1. ASO – A County account will be established and you will be given authority to draw benefit checks from this account. The County would like to operate a zero balance account for this plan. Please indicate if this is a problem for your organization.
2. It will be your responsibility to maintain computer eligibility. The County would like an adequate "direct" claim status system for review of claim processing as well. You will be responsible for training on the claim status system.
3. You will be responsible for the complete calculation of the benefits payable, including investigation, follow-up coordination of benefits, preparation and sending of Form 1099 to providers, and the drawing and mailing of checks. Other than PPO providers, checks are to be mailed directly to the employee unless he/she specifies on the claim form that payment should be sent directly to the medical/dental providers.

The TPA will be fully responsible for preparation and dissemination of any information to be sent to the I.R.S. If penalties are assessed because of incorrect or late filings by the TPA, the TPA will be responsible for any such assessments and will hold the County harmless.

4. If the County or an employee of the County has a question concerning the settlement or status of a claim, it is your responsibility to provide a satisfactory and timely answer to the question.

5. In settling the claim, you will be required to perform up to the following minimum standards:
 - a. All claims received in your office(s) in proper, complete order will be calculated and paid within 10 working days;
 - b. All benefit checks must reach the employee or provider within 30 days after submission of a claim, unless more information or C.O.B. is involved;
 - c. No claim shall go un-worked for more than 21 days. The status of a pending or C.O.B. claim must be updated on the system within this time;
 - d. No claim can be over 60 days old for any reason; and
 - e. The clerical error ratio on claims must be less than two percent and dollar ratio of one percent;
 - f. Meet all federal guidelines on claims turnaround and processing standards;
 - g. Meet all electronic standards for transmission of electronic claims;
 - h. Be completely compliant with all HIPAA requirements for claims administrators
 - i. Medical must meet PPACA standards/requirements
6. TPA will be responsible for re-pricing of all claims for PPO discounts.
7. A 1-800 number shall be provided to the employees for customer service from 6 a.m. to 10 p.m. Central Standard time. Please include a toll free nurse line as well
8. Administrative service personnel shall be available for on-site consultations with County personnel as necessary.
9. All records, member files and miscellaneous data necessary to administer the plan shall be the property of County. The selected administrator will be asked to transfer records to the County in an electronic format of their choice.

10. The administrator shall not charge against the plan experience any claim payment not authorized under the health policy (except those specifically authorized in writing by the County). **In the event of such an error, the administrator shall be responsible for all collections and/or plan reimbursement expenses.**
11. **THE ADMINISTRATOR SHALL INDEMNIFY, HOLD, AND SAVE THE COUNTY, THE CONSULTANT AND THEIR AGENTS, OFFICERS AND EMPLOYEES HARMLESS FROM LIABILITY OF ANY NATURE OR KIND, INCLUDING COSTS, EXPENSES, AND ATTORNEY'S FEES, FOR HARM SUFFERED BY AN ENTITY OR PERSON AS A RESULT OF THE NEGLIGENT, RECKLESS, OR WILLFUL ACTS OF OMISSIONS BY THE CARRIER, ITS OFFICERS, AGENTS OR EMPLOYEES.**
12. The proposals/proposers must quote a price for all services. The County does not wish to pay additional/separate fees under the contract for the following items, whether or not they are customized:
- ad hoc reports requested on as needed basis
 - enrollment materials
 - claim forms
 - identification cards
 - plan booklets
 - PPO savings reports
 - provider reports monthly, quarterly and annual
 - reasonable and customary information
 - dedicated service professional to assist the County with electronic claims status system
13. The County may conduct an annual written randomly selected employee satisfaction survey. The TPA must meet an employee satisfaction level of 90% as determined by the County.
14. Annual renewal prices will not exceed the percentage increase specified in the proposal. All proposals/proposers must sign and agree to this stipulation in order to be considered.
15. All proposals/proposers must sign and agree to the standard contract language regarding indemnification, ownership of records and databases, term of agreement, and no arbitration clause in order to be considered.
16. Please complete the chart in the Workbook about how the certain procedures are addressed.
17. Does your claims system have the following capabilities:
- | | Yes | No |
|--|-----------------------|-----------------------|
| a. to process in-network, out-of-network and out-of-area claims on the system; | <input type="radio"/> | <input type="radio"/> |

- | | | |
|--|-----------------------|-----------------------|
| b. integrated access to provider-specific data including contractual and financial arrangements; | <input type="radio"/> | <input type="radio"/> |
| c. to maintain historical eligibility information; | <input type="radio"/> | <input type="radio"/> |
| d. to separate eligibility dates for employees and each covered dependent; | <input type="radio"/> | <input type="radio"/> |
| e. flexibility to process benefits at different coinsurance and out-of-pocket levels for in-network, out-of-network and out-of-area plans? | <input type="radio"/> | <input type="radio"/> |
| f. to identify authorized referrals and admissions in-network? | <input type="radio"/> | <input type="radio"/> |
| g. to process hospital and all other medical plan related claims including prescription drugs and capture hospital revenue codes? | <input type="radio"/> | <input type="radio"/> |
| h. to apply stringent utilization and price controls for out of network usage? | <input type="radio"/> | <input type="radio"/> |
| i. to automatically match claims with utilization management information (both in- and out-of network)? | <input type="radio"/> | <input type="radio"/> |
| j. common database for edits, pricing, production of EOBs and reporting? | <input type="radio"/> | <input type="radio"/> |
| k. to customize EOB messages? | <input type="radio"/> | <input type="radio"/> |
| l. to report account specific per capita utilization and savings statistics by network site? | <input type="radio"/> | <input type="radio"/> |
| m. to show, on the EOB, the actual charge? | <input type="radio"/> | <input type="radio"/> |
| n. to show, on the EOB, the negotiated charge? | <input type="radio"/> | <input type="radio"/> |
| o. to show, on the EOB, both the actual and the negotiated charges? | <input type="radio"/> | <input type="radio"/> |
| p. to show the applicable procedure code? | <input type="radio"/> | <input type="radio"/> |
| q. to show the percentage of payment? | <input type="radio"/> | <input type="radio"/> |
| r. to show the amount of deductible satisfied? | <input type="radio"/> | <input type="radio"/> |
| s. automatic rollover of flexible spending account claims | <input type="radio"/> | <input type="radio"/> |
| t. if automatic rollover of flexible spending accounts claims is available, can it be accepted or rejected on an individual employee basis | <input type="radio"/> | <input type="radio"/> |

18. Besides on-line claims adjudication services, the Administrator must maintain a detailed eligibility file that includes date of birth, social security number, premium detail and address information for the employee and/or dependent(s). The Administrator should be able to calculate premium listings by line of coverage and disburse reinsurance payments for the clients. Claim checks must be run on a client directed schedule. The Administrator must be able to administer all of the benefits offered by the County accurately and timely. The Administrator must be capable of designing and assisting in booklet preparation, plan documents, custom claim forms, ID Cards, and worksheets. **Failure to fulfill these provisions on a consistent basis may result in termination of this contract for default.**

B. Statistics

1. The County has not designed nor developed an informational system. Therefore, the major portion of your statistical responsibilities will be to provide the County with monthly appropriate claims information they deem necessary for their operations.
2. The other type of statistical reporting you must provide for the medical benefits is a monthly total of the paid claims by plan. This monthly total must be provided by the 15th of the following month.
3. Daily, weekly and monthly check registers must be available.

II. Documentation and Plan Drafting

It is contemplated that the drafting assistance you may be asked to provide will be limited to assisting with the Plan Document and employee booklets. This assistance will most likely involve providing contract language and booklet wording for the plan selected by the County. The County will require assistance with the medical plans.

RFP includes a copy of the Medical Plan Document. It is Offeror's responsibility to thoroughly review these documents and explain in detail what areas of the plan that can and cannot be administered effectively by Offeror's organization. It is imperative for an administrator to clearly outline any and all deviations or their inability to administer the County's Plan's as written. The County will consider some alternative benefits given a valid reason for doing so, but the reasons must be clearly outlined in the proposal response. This is your one opportunity. If a proposer does not outline any deviations or alternatives, the County will assume acceptance to administer the plans as written and will hold the administrator responsible for any and all financial hardships that they may endure in changing the plan or finding another suitable administrator.

III. General Instructions

- A. In developing your proposal, we have not identified a separate section for the development of claim forms, etc., at the onset of the plan. You will be expected, however, to assist and cooperate in the development of all claim and reporting forms appropriate for both your needs and County's needs.
- B. Your proposal must be submitted as a flat monthly fee per enrolled employee per month. Payment will be remitted to you at the end of each month when the County has tallied the monthly participation.

While it is contemplated that the successful ASO proposer will enjoy a long-term relationship with the County, should the relationship be terminated, you will be required to settle all claims, your fee will be remitted on the claims you actually pay provided the County leaves run-out responsibility with you.

- C. With your quotation please enclose samples of your present claim drafts and other related required forms. Also include a listing of information required for the operation of your present claims system.

IV. Assistance with COBRA requirements as to eligibility or termination dates is requested.

Additional Information on New Plan:

- A. Coordination of Benefits - (COB)

The provider will be expected to follow-up diligently on COB claims and report savings on a regular basis.

- B. Take Over Provision

The provider will be expected to be responsible for claims on a "no loss, no gain" basis and full credit will be given for deductibles satisfied on the previous contract.

1. If any special banking arrangements are required, you should so state.

2. If any one-time start-up costs, so state.

3. The administrator will be expected to work with the County staff to provide administrator with format for electronic transfer of eligibility data.

V. Performance Guarantee's

Implementation/Plan Building

Total Fees at Risk \$100,000

- | | | |
|----|---|----------|
| 1. | ID Cards- 100% of id cards delivered prior to the effective date accurately | \$50,000 |
| 2. | Implementation- 100% client satisfaction with the implementation process. | \$25,000 |
| 3. | Plan Building- 100% accuracy on plan building to clients SPD | \$25,000 |

PPO Network Guarantee

Total Fees at Risk \$100,000

The maximum risk free corridor the client is willing to accept is 2% for all PPO Network Guarantees.

Is your organization also willing to agree to the following performance standards? The percentage at risk will be negotiated at a later date.

	Yes	No
Claim Processing Accuracy (95%)	<input type="radio"/>	<input type="radio"/>
Claim Turnaround (90% - 10 days)	<input type="radio"/>	<input type="radio"/>
Financial Payment Accuracy (99.5%)	<input type="radio"/>	<input type="radio"/>
Financial Coding Accuracy (97%)	<input type="radio"/>	<input type="radio"/>
Implementation	<input type="radio"/>	<input type="radio"/>
Employee Satisfaction	<input type="radio"/>	<input type="radio"/>

Guaranteed dedicated contact to assist with the COUNTY's Health Benefits?

Refusal to adhere to this provision may directly result in your company not being awarded this contract.

Yes No

MINIMUM REQUIRED MANAGEMENT REPORTS

Monthly

- Experience reports of paid and incurred claims by benefit (service) for employee and dependents in an electronic format.
- Check register of checks issued for bank reconciliation and a tape to be sent to bank.
- A claims problem report or claims pending report showing claims pending for such reasons as coordination of benefits, reasonable and customary, lack of information, or any other such items.
- List billing with separate bills for all medical/dental/vision plans.
- High claims report
- Other financial reporting required by the County's finance department.

Quarterly

- Summation of monthly reports and claims experience.
- Savings reports on C.O.B., R.C., duplicate charges, deductibles, coinsurance or eligibility.
- Utilization reports showing total number of hospital days and the average duration of stay by diagnosis, the total number of hospital days, the average duration of stay, and diagnosis by hospital. Provider information such as in-patient versus outpatient services, surgical procedures, accidents and PPO usage by number of patients and dollars incurred vs. charged by facility.
- A claims payment report on the timeliness of claims being submitted and paid.
- Area or provider comparisons such as hospital, doctors, drugs and diagnosis.
- Physician data including diagnosis coding.
- A quarterly data dump to be utilized on alternate software for claims utilization and must be provided in the file layout determined by the County.
- Top 100 provider list with TIN, Zip Code, Billed Amount, Paid Amount

Annual Reports

- A claims report showing the number of claims by dollar breakout such as \$500, \$1,000, \$2,000, \$10,000, \$15,000 and \$25,000.
- A list of the top 25 claims.
- Summary reports on quarterly information.

It is understood that the format of reports will vary by systems. The above outline illustrates the type of information the County wishes to receive. The administrator should provide, as an attachment, the format utilized for similar reports that are part of their services and/or any other illustrations it considers pertinent.

The County does not wish to incur extraneous charges for report generation or fees related to changes in the TPA enrollment system including programming and file feeds.

Due to the fact that it is the County's intention to enter into a multiple year relationship with the successful administrator, additional reports could become necessary in the future. The administrator shall provide the additional reports, if necessary on a timely basis provided the cost of additional programming is not cost prohibitive. Should the additional reports be obtainable from the proposer's system in a compatible format, the proposer shall not receive additional compensation. Should the nature of the additional reports warrant compensation beyond the bounds of this contract, the report shall be provided at a cost mutually agreeable between the County and the successful proposer.

MEDICAL ADMINISTRATION QUESTIONNAIRE

1. From what City will claims be administered?
2. Do you provide in-state and/or national 800 telephone service? What, if any, are the additional charges for this service? What hours is the service available? Can you offer a dedicated 800 number for the County?
3. Describe your company's performance standards with respect to:
 - a. employee inquiries (both written and telephonic);
 - b. claims turnaround; and
 - c. claims accuracy – both financial and procedural.
 - d. claims process with time frames for review

Please indicate the actual performance of the office indicated in item 1 above during 2013 and 2014 in attaining these standards.

4. Is your firm willing to incorporate guaranteed turnaround time, COB recovery and quality performance standards in its contract with the County?
5. Describe your company's quality assurance and/or internal audit procedures and programs. Are you willing to provide the client with quarterly audit reports on its claims? You will be required to allow an annual audit done by an external auditor; do you have any provisions surrounding audits that would in any way limit the County's ability to fully audit their claims?
6. Describe in detail your claims hardware and software systems, and in particular, your claims editing capabilities (code review). Specifically, address how it checks for procedural discrepancies based on diagnosis, diagnostic "creep", and procedural unbundling. What percent of claims are detected by these edits? What percent of dollars claimed? How do you treat claims detected as a result of these edits? Do you charge extra for this?
7. Please list the main contact and telephone number for your services.
8. What percentage of claims are currently auto-adjudicated by your system? Do you expect this percentage to increase or decrease over time?
9. What are normal business hours for participant questions or precertification?
10. Please describe the nature of the contract you would propose, indicating:
 - a. the length of time of the contract;
 - b. the length of time your fees are guaranteed beyond the required three years; and
 - c. termination notices required.

11. Please describe the implementation process in detail. Provide a sample timeline assuming award is made August 15th and effective January 1st
12. How do you propose to collect claims data from the prior carrier to accommodate a smooth transition?
13. How would you determine "Days per 1000" by plan? Please explain in detail.
14. Are you able to administer on-line, electronic transfer, and tape-to-tape eligibility transfers? How does this impact your cost proposal?
15. Do you have the capability for the County to have access to your claims and eligibility system through an on-line system? Any cost for such a system should be included in your PEPM costs.
16. Does your system incorporate scanning capability and if so, is it incorporated into claims adjudication automatically?
17. Do you have physician and patient profiling/reporting capabilities? If so, please describe the standard reports available and *ad hoc* capability. Provide sample reports.
18. How would your organization determine usual, reasonable and customary charges for medical, surgical and anesthesia procedures? Answer this question in specific detail for both PPO and indemnity claims including what data source you utilize (e.g. HIAA, etc.) and how often it is updated.
19. If claims exceed the individual attachment point, how often are updated claim reports sent to the stop-loss carrier? Do you provide both clinical evaluations as well as claim costs with your standard updates to carriers for stop-loss claims? What carriers do you currently work with? Are there any carriers or MGU's that you have difficulty working with?
20. Please submit a sample of your proposed claim and Explanation of Benefits forms. Would you be willing to customize the information contained in these forms? Would there be an additional cost?
21. Please provide a list of all data elements which will be captured off of the claim forms and stored in your claims adjudication system. Do you capture DRG classifications? What information is coded off of a hospital U.B. 92? All revenue codes? How many levels of diagnosis codes are captured?
22. Please state what records (including the participant and data processing documents) would; in fact, belong to the County upon contract termination.
23. In the event of contract termination, when would records which are property of the County be released to the party or organization designated by the County? Describe your termination notice requirement.
24. It is required that all reporting requirements be included in your per capita administrative fee. Do you agree with this provision? Please provide copies of your standard reports for review by the County.
25. Are you willing to guarantee ASO fees beyond the initial term? If so, what are your proposed service renewal guarantees or terms?
26. Does your system, or can you, administer a program that identifies and coordinates deductibles/claims on a family basis for dual working spouses?

27. Please describe any insurance you carry for Fiduciary Liability and Errors and Omissions Insurance. Amount? Carrier?
28. Do you pay the printing of checks; E.O.B.'s, and claim forms? Do you process checks and/or EOB's in house or is this function outsourced?
29. Can you handle electronic transfer of prescription drug claims?
30. Please attach samples of standard reports or any special cost containment reports available. If there is a charge, please state.
31. What process do you have to ensure that claims are not paid after a termination of coverage, or if paid, recovery of payments?
32. Does the Administrator employ a full-time M.D. as a medical advisor? If not on a full-time basis, when are the advisors available?
33. Will you work with the County to design a tailor made claim form?
35. Is your system capable of tracking Unique Provider Identification Number (UPIN)?
36. Can your system track referrals made by the primary care physician? Is this information date sensitive to the change?
37. Can your system track and provide information by physician (PCP) as to all patients treated, any/all hospital admissions, any emergency treatment, laboratory and any/all physicians referred by PCP?
38. Can you guarantee the County that you will enter all ICD-9 and CPT codes to agreed upon number of digits? The COUNTY will insist upon complete and accurate coding entry.
39. Can your system track and process itemized hospital charges by code?

FULLY INSURED DENTAL ADMINISTRATION QUESTIONNAIRE

1. Where will claims be administered?
2. Do you provide in-state and/or national 800 telephone service? What, if any, are the additional charges for this service? What hours is the service available?
3. Describe your company's performance standards with respect to:
 - a. employee inquiries (both written and telephonic);
 - b. claims turnaround;
 - c. claims accuracy (statistical, payment, financial, technical);
 - d. number of claims received monthly by plan type;
 - e. number of claims processed monthly by plan type, and;
 - f. current average processing time and current backlog in days.

Please indicate the actual performance of the office indicated in item 1 above during 2013 and 2014 in attaining these standards.

4. Describe your company's quality assurance and/or internal audit procedures and programs. To who does your in-house audit/quality assurance person(s) report? What percentage of all claims processed are audited? Describe methodology used in computing processing time. Is the claim "receive date" the same for the claim and subsequent adjustments? Are you willing to provide the client with quarterly audit reports on its claims? Are you willing to allow an annual audit done by an external auditor?
5. Please list a contact and telephone number for your services.
6. Please list five references with names, titles, and telephone numbers. State number of employees covered.
7. What are normal business hours for participant questions or pre-determination?
8. Please describe the nature of the contract you would propose, indicating:
 - a. the length of time of the contract;
 - b. the length of time your fees are guaranteed beyond the required three years; and
 - c. termination notices required.

9. If your company is selected, describe in detail the steps and schedule that would need to occur to assume the claims payment functions effective October 1st 2015. Are you able to administer on-line, electronic transfer, and tape-to-tape eligibility transfers? How does this impact your cost proposal?
11. Do you have the capability for the County to have access to your claims and eligibility system through an on-line system? At what cost?
12. Please submit a sample of your proposed claim and Explanation of Benefits forms. Would you be willing to customize the information contained in these forms? Would there be an additional cost?
13. Please state what records (including the participant and data processing documents) would, in fact, belong to the COUNTY upon contract termination. Describe how and where claim records will be stored. Specify whether storage media is electronic or hard copy, on-site or off-site.
14. In the event of contract termination, when would records, which are property of the County, be released to the party or organization designated by the County? Describe your termination notice requirement. Are records stored in an easily retrievable manner?
15. Are you willing to guarantee cost beyond the initial three-year term?
16. Does your system, or can you, administer a program that identifies and coordinates deductibles/claims on a family basis for dual working spouses?
17. Please describe any insurance you carry for Fiduciary Liability and Errors and Omissions Insurance. Amount? Carrier?
18. Do you pay the printing of checks; E.O.B.'s, and claim forms?
19. What process do you have to ensure that claims are not paid after a termination of coverage, or if paid, recovery of payments?
21. Does the Administrator employ a full-time DDS as a dental advisor? If not on a full-time basis, when is the advisor available?
22. Are plan changes, discounts, fee schedules to be loaded into the computer system by Administrator employees or an outside support group? Are changes verified back to the County as to accuracy and implementation date?
23. Please explain in detail your refund process. How do you identify refunds? Are letters sent out? If so, how many? Is this a manual or automated process? Is the provider ever contacted by any other means than by a letter?
24. Do you have an on-line enrollment system? If so, please explain in detail how it functions (i.e. ability to transmit data back to the County in an electronic format).
25. Please explain in detail how you will assist the County during open enrollment.

SECTION E: PRESCRIPTION DRUG CARD

RETAIL & MAIL ORDER DRUGS

INSURANCE EMPLOYEE HEALTH: SELF FUNDED, STOP LOSS AND ADMINISTRATION SERVICES, AND ANCILLARY PRODUCTS

RFP # 1460 EH

Selection Criteria

To assist you in developing your response, we have summarized some of the other relevant factors (i.e., criteria) that will be used to evaluate proposals. The successful organization will exhibit the following elements:

General Program Characteristics

- Ability to administer an electronically integrated POS retail and mail service program;
- Ability to provide dedicated service to the individual handling the County's Health Benefits;
- Proven experience in administering integrated managed prescription drugs and DUR programs;
- Ability and willingness to administer plan design exactly as specified;
- Ability to administer the County's health plans in the most cost effective manner;
- Ability to offer cost effective alternatives to today's changing healthcare environment;
- Ability to offer on-line access to transfer of eligibility information;
- Ability to interface with medical claims payers and utilization review organizations as necessary;
- Proactive, responsive, and effective account management;

- Professional, complete, and timely response to RFP; and
- Favorable input from client references.

Retail Network Considerations

- Access to retail network providers;
- Ability to provide on-line, electronic POS capability to:
 - Verify eligibility;
 - Verify plan design;
 - Submit and adjudicate claims;
 - Perform concurrent DUR; and
 - Collect cost and utilization data.

Mail Service Characteristics

- Acceptable level of dispensing accuracy;
- Acceptable prescription turnaround time;
- Ability to provide on-line, electronic POS capability to:
 - Verify eligibility;

- Verify plan design;

- Submit claims;

- Perform concurrent DUR;

- Collect cost and utilization data; and

- Acceptable plan for transition from current mail service provider (if necessary).

DUR Programs

- Timely integration of mail service and retail data;

- Ability to offer comprehensive concurrent and retrospective programs;

- Extensive evaluation criteria and frequent product enhancement;

- Ability to monitor concurrent and retrospective review outcomes; and

- Ability to provide measurable results.

Quality Assurance Measures

- Thorough retail network provider credentialing including:
 - Professional qualifications;

 - Appropriate state and federal licensure;

- Adequate malpractice insurance;

- Disciplinary history; and

- Recredentialing/contract renegotiation.

Customer/Client Services (Applicable to Both Retail and Mail Order Service)

- Access to Customer Service Representative (CSR);

- Favorable CSR responsiveness:
 - Average speed of answer;

 - Abandonment rate;

 - Inquiry/complaint resolution;

- Ability to monitor customer service performance measures on a client-specific basis;

- Access to registered pharmacist;

- Access to electronically integrated mail service and retail cost and utilization data (on line, real time);

- Extensive, flexible reporting capabilities;

- Ability to provide on-line access to claims database; and

- Assistance in developing a broad range of education/introductory program materials/services.

Financial Considerations

- Stability of organization;
- Competitive administrative costs;
- Significant provider discounts; and
- Ability to negotiate network pharmacy reimbursement based upon the lesser of the pharmacy's usual and customary retail price, the negotiated contract price or Maximum Allowable Cost (MAC) pricing.

Offeror is encouraged to address other issues that may be deemed crucial to the competitiveness of proposal.

FEE FOR PRESCRIPTION DRUG/MAIL ORDER SERVICES

Administrative Service Fees

Please show your administrative service fees on the enclosed Rate/Fee Sheet assuming the existing benefit design for both the retail and mail service portions of the plan. Additionally, consider the following:

- Administrative fee quotations are to be provided on a per claim basis;
- Please note any additional administrative fees not accounted for in the quoted base rate (e.g., data integration, etc.); and
- Fees would be guaranteed for a minimum of three years. Please indicate if your guarantee will differ.
- The County is interested in for-going any Rebates in an effort to lower Administrative/Dispensing Fees. **Please propose your fees with and without Rebates.**

Drug Costs

Please quote retail and mail service drug costs assuming existing benefit design. Additionally, assume:

- Lesser of U&C price, MAC price, or negotiated contract rate for reimbursement. MAC Pricing is not the preferred pricing model that the County wishes to enter into. Guaranteed discounted amount offerings will receive preferential treatment.
- A generic enforcement program whereby patients refusing a generic substitute when available and appropriate, will be required to pay the difference between brand and generic prices in addition to the applicable co-payment. This program will apply for both retail and mail service prescription purchases;
- Use of voluntary formulary program to help drive drug product selection;
- All claims incurred by eligible participants on or after October 1, 2015 will be covered under these arrangements; and

PHARMACY BENEFIT MANAGER				
COST SHEET				
	Option 1	Option 1	Option 2	Option 2
	Retail	Mail Order	Retail	Mail Order
<u>Admin Fee</u>				
Electronic				
Paper				
<u>Dispensing Fee</u>				
Brand				
Generic				
<u>Discount</u>				
Brand				
Generic				
Generic w/MAC				
Generic w/o MAC				
Rebate				
Start-Up Fees				
Rate Guarantee				
Min. Charge/Presc.				
Notes				

** Please note: This form must be submitted within your proposal response to reflect the proposed fees.

Company Name: _____ /Submitter's Name/Title: _____

Address: _____ City, State and Zip Code: _____

Email Address: _____

Submitter's Signature: _____ Telephone No. _____

Fax No. _____ 800 # (if available) _____

Date: _____

GENERAL INFORMATION FOR PRESCRIPTION DRUG/MAIL ORDER

1. Who owns your organization?
 - a. If applicable, please describe the organizational relationship between your organization and its parent company.

2. When did your organization begin administering:
 - a. POS retail programs?
 - b. Mail service programs?
 - c. Integrated POS retail/mail service pharmacy programs?

3. Is the Quantity Level limits plans flexible or does the County have to abide by proposers set programs?

4. Please provide location for each of the following as they relate to the County's account:

State

Home Office

Regional Office

Claims Processing Facility

Mail Service Pharmacy

5. Is your organization authorized to do business in the state of Texas? What other states are you authorized to do business in?

6. Are premium taxes included in any fee shown?

7. Do the fees provided include any level of commissions, overrides or bonuses?

8. Does your organization agree that all records, member files, and miscellaneous data used in administration of this plan shall remain the property of the County?

9. Please provide three (3) references of current clients and three (3) terminated clients.

Name	Company	Telephone #	# of EE Lives
------	---------	-------------	---------------

Name	Company	Telephone #	# of EE Lives
------	---------	-------------	---------------

Name	Company	Telephone #	# of EE Lives
------	---------	-------------	---------------

Name	Company	Telephone #	# of EE Lives
------	---------	-------------	---------------

Name	Company	Telephone #	# of EE Lives
------	---------	-------------	---------------

Name	Company	Telephone #	# of EE Lives
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SECTION F - PRECERTIFICATION/LARGE CASE MANAGEMENT

INSURANCE EMPLOYEE HEALTH: SELF FUNDED, STOP LOSS AND ADMINISTRATION SERVICES, AND ANCILLARY PRODUCTS

RFP # 1460 EH

SERVICES TO BE PROVIDED

1. MEDICAL/SURGICAL UTILIZATION REVIEW

- a. Pre-authorization of services
- b. Pre-determination of physician fees
- c. Admission review (all in-patient admissions)
- d. Continued stay management
- e. Discharge planning
- f. In-patient behavioral case management
- g. Second opinion coordination
- h. Physician fee review
- l. Referrals to preferred provider physicians and hospitals
- j. Health information services via toll-free number (if necessary)
- k. Out-patient surgery coordination
- l. Home managed care
- m. Hospice care management
- n. Standard Activity Reports

2. PSYCHIATRIC AND CHEMICAL DEPENDENCY REVIEW

- a. Specialized case management provided by professional staff with experience in the behavioral sciences.
- b. Precertification and concurrent certification of services provided in a provider's office or facility based services.
- c. Standard Activity Reports

3. **CASE MANAGEMENT**

TPA reviews the specific needs of patients whose conditions are indicative of long-term or high dollar medical care to ensure appropriate use of medical care facilities, to improve quality of care, to control or reduce costs, and to manage the individual's care, disability, and rehabilitation. Saving reports are available according to client request.

4. **DISEASE MANAGEMENT**

To manage the County's population using advanced disease state management criteria the proposer must state what experience they have with this type of management service and what disease states they currently are managing.

UTILIZATION MANAGEMENT QUESTIONNAIRE

This is to be filled out by any organization desiring to provide precertification, second opinion and concurrent review.

I. **GENERAL**

A. **Basic Information about Your Firm**

1. Name of Firm, Headquarters Address and Phone Number.
2. Executive contact, name and title.
3. How many locations does your firm have working within its Utilization Review Program?
4. Include primary contact, number of professionals by category (M.D., R.N., etc.) number of para-professionals and size of support staff. Identify the location which would provide review services.
5. How long has your firm been providing Utilization Review services?
6. What is the present number of employees working in Utilization Review?
7. Approximately how many groups and covered persons does your firm presently serve?

Groups: _____ Covered Persons: _____

What were these totals 12 months ago?

Groups: _____ Covered Persons: _____

8. Please complete the Large Case Management service chart in the Workbook.

9. Can the above services be purchased separately?
10. Does your firm provide consulting advice or other services in regard to Wellness Programs?
11. Does your firm have any geographic restrictions regarding where it may provide services?
12. Please provide the most recent annual report for your firm. (Submit with your proposal.)

B. Client-Related Information

1. Please list 3 prominent Utilization Review clients. Please include addresses, the name of the contact person of each location, and the volume of employees for whom Utilization Review services are being provided.
2. Please list the client name, address and local or regional contact person for the largest two clients who have terminated your firm's services in the past twelve (12) months.

Utilization Review

1. Please complete UR Service Chart in the Workbook
2. Are these services provided by
 - a. Your company
 - b. A company owned/subsidiary
 - c. A vendor

II. PROCEDURES FOR VARIOUS PROGRAMS

A. Pre-Admission Certification

1. Are all hospitalizations, regardless of diagnosis, included in Utilization Review?
2. For each of the following, what is the timetable for certification? (Period of elapsed time from first request to point of approval.)

Number of Hours

- a. Emergency Admissions? _____
- b. Urgent Admissions? _____
- c. Elective Admissions? _____
- d. Normal Childbirth? _____
- e. Extended Stays? _____

3. How is each party kept informed?

- Patient?

- Physician?

- Employer?

4. Are certifications obtained by:
- | | |
|-----------|-------|
| Telephone | _____ |
| Mail | _____ |
| Both | _____ |

5. What specific information is submitted in the initial request for certification? (Include sample form. Complete on the back side of this sheet.)

6. Are length of stay guidelines provided with initial admission approval?

7. To what extent are nurses and/or physicians involved, step-by-step in the certification procedures? At what point is a physician called to review the nurse in the evaluation?

B. Concurrent Review and Discharge Planning

1. Are concurrent review and discharge planning normally included with your firm's pre-admission certification review?

2. Are length of stay extensions typically administered within this part of the program?
3. What procedures does your firm believe belong with concurrent review and discharge planning?
4. Is this procedure handled by your firm or delegated?
If delegated, do you contract with various Peer Review Organizations?
5. How are contracts made by your administrators with attending physicians to be certain estimated discharge dates are met?

C. Retrospective Review and Hospital Bill Audit

1. Does your firm regard these two efforts as one or separate services?
2. What is your procedure regarding retrospective review?
3. What is your procedure regarding hospital audits?

D. Medical Case Management Program

1. Does your firm provide a medical case management program?
2. Indicate how your program states its objectives in view of typical goals of (a) identifying alternate care, (b) recommending accelerated care, and (c) reduction of medical complications.
3. Most MCM programs concentrate on a group of illness and injury cases which have proved successful candidates for MCM.

Has your firm identified a list of illnesses and injuries it considers best for MCM? If so, please list below:

4. If your firm were selected to administer the Utilization Review Program, do you believe your firm would be in a position to also administer the MCM program more efficiently than the primary claim administrator?

Explain.

5. Indicate what levels of Disease Management your firm currently provides by disease state.

MEDICAL MANAGEMENT

1. Number of local full-time equivalent Medical Directors on staff _____ nurses _____.
 Average number of year's clinical experience and utilization review experience.
 Do you have on-line access to claim payment function?
 Do you handle both in-network and out-of-network claims?
2. How are cases identified for potential case management? Describe specialized handling of catastrophic illnesses.
3. What guidelines do you use for in-patient pre-admission certification and concurrent review? To what extent is concurrent review performed on-site at the hospital?
4. Complete the following:

	Current Year update	1st Previous	2nd Previous
Hospital days per			
1,000 members:			
In-network	_____	_____	_____
Out-of-network	_____	_____	_____
Hospital admissions			
per 1,000 members:			
In-network	_____	_____	_____
Out-of-network	_____	_____	_____

5. How do you measure patient satisfaction?

6. Are you accredited by NCQA or any other accrediting organization? Please provide name of organizations and accreditation dates.

III. IMPLEMENTATION SCHEDULE

Based upon your firm's experience, what do you believe is typically a satisfactory lead time (stated in days) to implement a Utilization Review Program?

IV. COMMUNICATIONS

The employer recognizes the need for a comprehensive communication program for Utilization Review.

1. Will your firm be willing to provide a representative to attend meetings to explain your Utilization Review Program?

2. Please provide us with examples of your recent communication work, including:
 - Letters prepared for the employer to be sent to employees announcing the establishment of a pre-admission certification program.
 - Brochures outlining the goals of the program and the employee's role in the program.
 - Posters, payroll stuffers and other similar material.
 - Audio-Visual Aids

3. Does your firm issue ID cards or stickers to be used on existing ID cards?

4. Does your firm supply postage-paid envelopes for mail-in requests?

5. (a) How many hours per day and days per week are your firm's phone lines open?

Hours per day_____

Days per week_____

- (b) Do you provide a toll-free number for use by covered members, providers, and the COUNTY?

SECTION G: DISEASE MANAGEMENT QUESTIONNAIRE

**INSURANCE EMPLOYEE HEALTH: SELF FUNDED, STOP LOSS AND
ADMINISTRATION SERVICES, AND ANCILLARY PRODUCTS**

RFP # 1460 EH

Name of Organization: _____

Street Address: _____

COUNTY: _____ State: _____ Zip Code: _____

Telephone Number: _____ Fax Number: _____

Name of Contact: _____ Title: _____

GENERAL QUESTIONS

1. Please provide a *brief* description of your organization, including history, business philosophy, and target market?
2. Describe any unique qualifications that distinguish your company within the disease management industry.
3. How do you protect individual participant data? How are you addressing HIPAA-specific data privacy requirements? Are you up to date with HIPAA compliance with EDI and privacy requirements? Date first operational:
4. Describe service area:

ENROLLMENT PROFILE

NUMBER OF MEMBERS

Most Recent Count

(as of 04/01/2015)

Employee-Employer Groups _____

Individual _____

Medicare/Medicaid _____

Other (specify) _____

Total Number of Members _____

Percent Growth over last 24 months _____

Number of Employer Accounts _____

Percent Growth over last 24 months _____

Five largest Public groups in Texas:

	<u>Group Name</u>	<u>Current Number of Members</u>
1.	_____	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____
5.	_____	_____

Account Management/Implementation

- 1) Who are the individuals that would provide account management services to the County? What are their qualifications?
- 2) Provide a detailed description of the implementation process, including how you will work with the County, its plans and other programs.
- 3) How often will you meet in person with the County during implementation, including promotion and education of County beneficiaries regarding the availability of your program?
- 4) Once the program is implemented, how often will you meet with the County to provide feedback, updates and reports?
- 5) Describe your process to communicate the disease management program to employees.
- 6) Can communications materials be customized? If yes, identify what can be customized and if there would be any additional fees for customization.
- 7) Are multi-lingual materials available?
- 8) Please provide copies of all implementation AND communication materials.

- 9) List the diseases covered in your disease management programs and specify whether they are currently available or in development.
- 10) Do you use clinical practice guidelines? If yes, specify which guidelines are used and how they are applied.
- 11) Describe the types of interventions and methods of delivery used for the disease management programs you offer.
- 12) Explain how Disease Management interventions are targeted to individual participants' needs and motivation to change.
- 13) Do you use a readiness to change behavioral model in the delivery of your services? If so, describe.
- 14) How do you track and monitor patients over time?
- 15) Describe how you handle co-morbid conditions and provide a list of the co-morbid conditions you address.
- 16) Do you have an educational component to your program and educational materials?
- 17) What is the literacy level of your written materials?
- 18) What methods do you use to identify candidates for the disease management programs and the frequency of each method?
- 19) Describe your information technology infrastructure.
- 20) Describe the desktop system that is used in your Disease Management operations?
- 21) Do you any data mining software in your Disease Management?
- 22) Describe system security and back-up procedures.
- 23) Describe the process of Claims Data and Eligibility transfer from the Medical plan TPA.
- 24) How much data do you need initially?
- 25) What is the frequency of subsequent feeds?

- 26) Please provide the file feed format and any necessary specifications.
- 27) Enrollment
- 28) How does your organization encourage participation in Disease Management programs?
- 29) What is your program enrollment rate?
- 30) Do participants graduate from the program? If so, what is the graduation criteria?
- 31) How often are outbound calls made to participants?
- 32) Describe the makeup, qualifications, and experience of the Disease Management staff?
- 33) List the components that make up your staff training and indicate whether each component occurs during orientation or is ongoing.
- 34) Provide the hours of operation
- 35) Do you offer a 24-hour nurse line service?
- 36) Describe in detail how your organization will implement the current plan and what services your organization can provide to assist the County in managing the Diabetic Plan.
- 37) Describe how your organization collaborates with an employer's other health care initiatives to deliver integrated disease/condition management services.
- 38) How do you identify the participants' physician and how are they incorporated within the care of participant?
- 39) How do you handle physicians that are non-compliant with the necessary protocol for the patient's disease state?
- 40) Describe all care management services available through your organization to large employers. Which services, if any are outsourced to third parties?
- 41) Describe how your organization retrieves & reviews paid claim data when analyzing a prospective client's needs.

- 42) Are reporting tools available to clients electronically?
- 43) Do you utilize any statistical methodology for early disease detection (e.g. predictive modeling)?
- 44) Indicate which measures you use to determine program impact and cost savings.
- 45) Please provide a sample of standard client reports.
- 46) What data elements are captured and tracked in your Disease Management programs and which ones can you report back to the client?
- 47) Describe the types of client reports available. How often are reports provided?
- 48) Will you provide comparative data from your book of business?
- 49) Please provide copies of standard client reports.
- 50) Are you capable and will you provide customized client reports?
- 51) What services are included in your fees? Describe all potential extra fees in providing services.
- 52) List all Disease Management programs and services you propose to provide to the County and indicate your proposed fees.

SECTION H: PREFERRED PROVIDER NETWORK CONTRACTS

**INSURANCE EMPLOYEE HEALTH: SELF FUNDED, STOP LOSS AND
ADMINISTRATION SERVICES, AND ANCILLARY PRODUCTS**

RFP # 1460 EH

It is the County's intent to implement performance guarantees for PPO provider discounts. In order to best analyze the appropriateness of a given network for discounts and for provider coverage all proposer must complete the attached Workbook. In order to simplify the County's analysis, the file should include clear indication of whether a provider is in or out of network, allowed amount, and discount amount. In order to comply with the Texas Open Records Act any information deemed as proprietary must be clearly marked as such with clear explanation of how that information should be handled in case the County receives a request for this information. All proposers must be prepared to clearly state the performance guarantee for their provider discounts and any outliers that may apply.

NETWORK EVALUATION QUESTIONNAIRE

Name of Organization: _____

Street Address: _____

County: _____ State: _____ Zip Code: _____

Telephone Number: _____ Fax Number: _____

Name of Contact: _____ Title: _____

GENERAL QUESTIONS

- 1. Describe ownership and history of organization:
- 2. Date first operational:
- 3. Describe service area:

ENROLLMENT PROFILE

NUMBER OF MEMBERS

Most Recent Count

(as of 04/01/2015)

Employer Groups _____

Individual _____

Medicare/Medicaid _____

Other (specify) _____

Total Number of Members _____

Percent Growth over last 24 months _____

Number of Employer Accounts _____

Percent Growth over last 24 months _____

Five largest Public groups in Texas:

Group Name

Current Number of Members

1.	_____	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____
5.	_____	_____

HOSPITAL INFORMATION

1. Where do you provide the following tertiary care? What types of contracts do you have with these facilities (none, case to case, or blanket)?

Premature infants: _____

Cardiovascular care: _____

Burns: _____

Organ transplants: _____

Severe trauma: _____

Other tertiary: _____

2. Are hospital reimbursements at the lesser of billed charges or contracted price? Please complete the chart in the Workbook.

PHYSICIAN INFORMATION

Primary Care

Specialists

1. What is the number of physicians?

participating in your Network in

the Cameron County area

Cameron County? _____

Hidalgo County? _____

2. Are you able to track out-of-network charges? Yes No

If yes, what percentage of the physician charges reimbursed within medical plans you sponsor/administer are paid to participating physicians? _____%

3. Describe your reimbursement arrangement (e.g., McGraw-Hill M.D.R. - HIAA, R&C, etc.) and provide the CPT code allowable chart in the Workbook.

4. Are participating primary care physicians required to accept new patients?

5. Do primary care physicians have "gatekeeper" responsibilities within your system? Yes
 No

If not, how are specialty utilization and out-of-network referral costs controlled?

Are PCPs required to refer to network specialists? _____

What information/assistance for referrals does the Network provide PCPs?

6. Do physicians have risk-sharing arrangements (e.g., risk pools, withholds)?
 Yes No If yes, please describe:

7. Describe your physician selection and termination criteria. Describe your credentialing requirements for physicians. Are these requirements made prior to or after acceptance into the network? Who performs the credentials review and how often are physicians re-credentialed? This may be provided elsewhere on proposal.

8. How many physicians have been added and dropped out of the network over the last three years? _____
Describe and quantify reasons:

9. Provide a GeoAccess Map of Network Physicians and Hospitals in Cameron County & Hidalgo County. For an exact zip code match.

10. Clearly outline your proposed PPO Discount Performance Guarantee to include any claims which may be excluded and all caveats to above mentioned guarantee.

MEDICAL MANAGEMENT

1. Number of local full-time equivalent Medical Directors on staff _____ and nurses _____.
Average number of years in clinical experience and utilization review experience.

Do you have on-line access to claim payment function?

Do you handle both in-network and out-of-network claims?

2. How are cases identified for potential case management? Describe specialized handling of catastrophic illnesses.
3. What guidelines do you use for in-patient pre-admission certification and concurrent review? To what extent is concurrent review performed on-site at the hospital?
4. Complete the following:

	Current Year	1st Previous	2nd Previous
	2015	2014	2013
Hospital days per 1,000 members:			
In-network	_____	_____	_____
Out-of-network	_____	_____	_____
Hospital admissions per 1,000 members:			
In-network	_____	_____	_____
Out-of-network	_____	_____	_____

5. How do you measure patient satisfaction?
6. Are you accredited by the National Council for Quality Assurance (NCQA) or any other accrediting organization? Please provide name of organizations and accreditation dates.
7. Describe your quality assurance program and provide a copy of any guidelines utilized.

8. What data and education do you provide to providers? Do you have a provider "report cards" system (e.g., specialist referral rate, in-patient statistics) member feedback, comparisons to standards and peers? If so, describe.
9. Does a technology assessment process exist?
10. How are medical necessity guidelines developed and modified?
11. How are guidelines communicated to network providers?
12. Does network perform clinical outcome studies? ____ If so, describe:
13. Is a portion of physician compensation directly based on individual quality results?
14. What percentage of your statewide network is owned by you and what percentage is leased?
15. If you are utilizing a lease network, please list the areas of the state by County that you access via the lease network.

MISCELLANEOUS

1. Describe work flow. Does the network re-price claims prior to submission to payer? Is this data captured? (Please provide reports.)
2. What data is available and in what format?
 What census data, membership demographics is available?
 What frequency of service data is maintained and how often are reports run and reviewed?
 What charge data is captured and how often are reports run summarizing the results?
 What provider data is captured and how often are reports run summarizing the results?
3. How is hospital reimbursement calculated and who does it? The network or a third party?_____ Is payment accuracy verified?____ If so, how?
4. How is physician reimbursement calculated and who does it? The network or a third party?_____ Is payment accuracy verified?____ If so, how?
5. Is payment accuracy verified and if so, how?
6. Does network credential all participating providers and facilities?____ If not, which are?
 What hospital credentialing and re-credentialing criteria are required?
 How often are facilities re-credentialed?

7. What percent of physicians are credentialed? _____ What documentation is kept in network files?

Is the function delegated to a third party credentialer (e.g., IPA or hospital)? _____ If so, to whom? _____

Is each physician credentialed before being accepted into network?

8. What percent of your participating physicians are board certified?

Primary Care Physicians? _____

Specialists? _____

9. Do you contract with any entities such as prescription drug organizations, mental, nervous and chemical dependency companies, etc. which perform their functions at discounted and/or capitated rates? _____ Yes
_____ No Please describe these arrangements, the associated reimbursement contract, the utilization reporting capabilities and the generic substitution rate (for prescription drug arrangements).

FEES

1. What is your fee for accessing the network? What services are included in the fee?

2. What other services are available, and at what cost?

DOCUMENTATION

Please include copies of the following:

1. Financial statement or annual report __Attached
2. Current organizational chart __Attached
3. Background and profile of your management personnel __Attached
4. Sample hospital contract and reimbursement arrangement __Attached
5. Sample physician contract and reimbursement arrangement __Attached
6. Copies of standard data reports __Attached
(especially reports that demonstrate medical management capabilities and/or savings achieved)
7. Austin area provider directory __Attached

SELF INSURED PREFERRED PROVIDER ORGANIZATION FEE QUOTATIONS

Give costs in your normal fashion. State clearly attachment points, reserves, guarantees if provided and retention and insurance costs. Show your cost separately for each category of service assuming (a) that the full range of administrative services is taken and (b) that each category may not be purchased. All carrier/administrators should assume that they will be responsible for claims that arrive after October 1, 2015.

Please state the length of time your fees are guaranteed beyond the required three years _____.

Participation per Month

	<u>First Year</u>	Second <u>Year Cap</u>
I. Start-Up Costs	\$ _____	
II. Per Employee Per Month	\$ _____	\$ _____
III. Provider Directories	\$ _____	\$ _____
IV. Additional Charges	\$ _____	\$ _____
V. Percentage of Savings	\$ _____	\$ _____
TOTAL	\$ _____	\$ _____

SECTION I: Disability, Group Life & Worksite
INSURANCE EMPLOYEE HEALTH: SELF FUNDED, STOP LOSS AND
ADMINISTRATION SERVICES, AND ANCILLARY PRODUCTS

RFP # 1460 EH

Cancer Specified Disease Questionnaire

1. Describe organization submitting proposal:
 - a. Name of Firm
 - b. Address
 - c. Contact Person
 - d. Telephone & Fax Number
 - e. Email Address of RFP Contact
 - f. Year Founded
2. What is current A.M. Best rating for your Company? (Please include financial size category)
3. Provide three (3) Texas school County client references:

Name of Client	Contact Person	Phone Number	No. of Employees

4. Existing applications will be accepted with no reenrollment required?
5. Describe Claim Payment Services:
 - a. Where will claims be paid?
 - b. What is the normal claim processing time?
 - c. Describe documentation needed for payment of claim?
6. Do benefits include any type of return of premium provision, or other form of deferred compensation, that would prevent all of insurance premiums from being eligible under IRC Section 125 Cafeteria Plan?
 Are illnesses directly caused or aggravated by cancer covered?

7. Is skin cancer covered?
8. Describe "guarantee issue" underwriting guidelines:
9. Describe preexisting condition limitations:
10. Describe underwriting procedures for applicants subject to medical review:
11. Is the policy portable?
12. Is the policy convertible to an individual policy?
13. Does the policy include Waiver of Premium provision?
14. Will "take over" be on a No Loss/No Gain basis for members currently enrolled?
15. Is COBRA administration for this product included and at no additional cost to the County?
16. Are rates guaranteed fixed for a three year period?

Group Term Life Questionnaire

1. Describe organization submitting proposal:

- a. Name of Firm
- b. Address
- c. Contact Person
- d. Telephone & Fax Number
- e. Email Address of RFP Contact
- f. Year Founded

- 1. What is the current A.M. Best rating of the Company?
- 2. Provide three (3) Texas school County client references:

Name of Client	Contact Person	Phone Number	No. of Employees

- 3. Existing applications will be accepted with no reenrollment required?
- 4. Describe Claim Payment Services:
- 5. Where will claims be paid? ____
- 6. What is the normal claim processing time?
- 7. Describe documentation needed for payment of claim?
- 8. All current elections exceeding guarantee issue and/or policy maximum amounts, if any, will be "grandfathered"?
- 9. Describe "guarantee issue" guidelines:

Guarantee issue at inception and subsequent annual enrollment periods is available for employees not enrolled?

10. Describe underwriting procedures for applicants subject to medical review:
11. If medical examination/labwork is required, will it be at company expense?
12. Is the policy portable?
If yes, at that same rates?
13. Is the policy convertible to an individual policy?
14. Does the policy include Waiver of Premium provision?
If yes, what is the definition of disability for Premium Wavier?
15. Does the policy include accelerated death benefit for terminal illness?
16. Age Band increases and Spouse rate are based on employee date of birth?
If No, please describe:
17. Describe any special benefit provisions?
18. Will the actively-at-work provision be waived for the effective date of the contract?
19. Are Rates are guaranteed for 3 years?
21. Annual percentage of rate for commission

Group AD&D Insurance Questionnaire

1. Describe organization submitting proposal:
 - a. Name of Firm
 - b. Address
 - c. Contact Person
 - d. Telephone & Fax Number
 - e. Email Address of RFP Contact
 - f. Year Founded

2. What is the current A.M. Best rating of the Company?

3. Provide three (3) Texas school County client references:

Name of Client	Contact Person	Phone Number	No. of Employees

4. Existing applications will be accepted with no reenrollment required:

5. Describe Claim Payment Services:
 - a. Where will claims be paid?
 - b. What is the normal claim processing time?
 - c. Describe documentation needed for payment of claim?

6. Existing applications on file will be accepted and no reenrollment of current insureds' will be required?

7. Employee has the option to elect Voluntary AD&D insurance coverage only for self and/or family without electing Voluntary Life insurance coverage?

8. AD&D is on a 24 hr and guarantee issue basis with no underwriting?

9. Guarantee issue at inception and subsequent annual enrollment periods is available for employees not enrolled?

10. Is the policy portable?

If yes, at that same rates?

11. Is the policy convertible to an individual policy?

12. Does the policy include Waiver of Premium provision?

What is the definition of disability for Premium Wavier?

13. Does the policy include accelerated death benefit for terminal illness?

14. Will "take over" be on a No Loss/No Gain basis for all members currently enrolled?

15. Does quote provide coverage for spouse?

16. Does quote provide coverage for children?

17. Describe any special benefit provisions?

18. Will the actively-at-work provision be waived for the effective date of the contract?

19. Are rates guaranteed for 3 years?

20. Annual percentage of rate for commission:

Voluntary Vision Plan

1. Describe organization submitting proposal:
 - a. Name of Firm
 - b. Address
 - c. Contact Person
 - d. Telephone & Fax Number
 - e. Email Address of RFP Contact
 - f. Year Founded

2. What is the current A.M. Best rating of the Company?

3. Provide three (3) Texas school County client references:

Name of Client	Contact Person	Phone Number	No. of Employees

4. What is the location of the claims payment office for this account?

5. Will there be a dedicated CSR assigned to this account?

6. Is there a toll free customer service number?
7. What are the customer service hours?

8. Is the product Portable?
If so, at the same rate?

9. Is the product Convertible?
If so, at the same rate?

10. Is the product IC §125 Cafeteria Plan Eligible?
If not, please explain.

11. Will benefit ID cards be produced and issued at the proposer's expense?
If Yes, will they issued to the members home address at no additional cost?

12. Can benefit ID cards be produced with a unique ID number other than SS#?
13. Please fill in the following table with the number of in-network providers and provide an electronic directory of network providers.

Provider	Cameron	Hidalgo	
Ophthalmologists			
Optometrists			

14. What is the network utilization percentage?
15. Is there an Out of Network Benefit for all services?
If so, at what level?
16. With respect to refractive procedures benefit, are all FDA approved procedures covered?
Please explain.
17. With respect to the contact lens benefit, are the benefits in addition to or in lieu of glasses and does it include all contact lens types, i.e., std daily wear, rig gas permeable, toric, bifocal, and disposable lenses, etc?
18. May the provider select where lenses are produced?
If not, please explain and include location of lab and production turn around time.
19. Please describe claim filing process and turnaround time:
20. Are rates guaranteed for 3 years?
21. Annual percentage of rate for commission

SECTION J: Stop Loss Insurance
INSURANCE EMPLOYEE HEALTH: SELF FUNDED, STOP LOSS AND
ADMINISTRATION SERVICES, AND ANCILLARY PRODUCTS

RFP # 1460 EH

Specific Stop-Loss

The requested specific is for \$100,000 Deductible and should be a 12/15 contract. The optional requests are for a \$150,000 and \$200,000 deductible and it should be a 12/15 contract. The specific policy should include all **prescription drug** claims. Proposals must clearly state any limitations in regards to an unlimited lifetime maximum benefit.

Note: Respondents are encouraged to give options for more than a single year contract. Any Lasers, Aggregating Specific or different contract periods, must be finalized after the receipt of updated materials. Non-acceptance of this requirement must be outlined on the **Exceptions to Terms, Conditions, and/or Statement of Work** Form in the Proposal.

Aggregate Excess Protection

Cameron County is currently self insured and would like to explore purchasing Aggregate Stop Loss. Please quote a 12/15 contract that covers both medical and Rx claims.

Transitional Process

The selected carrier shall be responsible for all claims incurred on/or after **October 1, 2015**. The County desires that covered employees and their dependents should not be adversely affected by a change in insurance carriers. A "no-loss/no-gain" approach will apply to all participants covered under the new plan. It is imperative that any exclusions, limitations, or any other deviation be clearly outlined and discussed. A Respondent is expected to explain, in detail, their approach and responsibilities for total disabilities, active at work clauses, or any other limitations.

Proposals received with full protection – no limitations – will receive preference.

Commission

It is not the intent of the County that commissions are built into the Proposals. Commissions, fees or other reimbursement arrangements are prohibited.

Compliance with the Proposal

All responses are to be prepared according to the Proposal. Any item(s) your company cannot accommodate are to be disclosed in writing prior to binding acceptance by the consultant and the County. Any deviations from this request are to be discussed, in writing, with the consultant in advance of the due date. After the County has made a commitment and awarded the Contract, the carrier will be held responsible for **All** items contained in the specifications.

Effective Date

The effective date of the new contract(s) will be **October 1, 2015**. Following the initial contract term from **October 1, 2015** to September 31, 2016, the County will have the option to renew the contract for two (2) one-year annual renewals.

Proposed Rates

A minimum rate guarantee of 12 (twelve) months is required. Please confirm this guarantee in your Proposal and denote any additional guarantees your company may wish to extend to the County. It is the County's intent to establish a one year contract with the new carrier(s) provided renewal rates are acceptable and can be given within your Proposal. Multiple year. rate guaranteed. contracts will receive preference. Multiple year contracts must include a not to exceed cap for rate increase in the additional years.

Renewal Rates

The selected carrier is asked to deliver a rate adjustment no later than 90 (ninety) days prior to the anniversary date each year.

Ownership of Records

All records, member files and miscellaneous data necessary to administer the plan shall be the property of the County. The selected carrier will be asked to transfer records to the County within 30 (thirty) days of notice of termination.

Master Policy

The master policy shall be provided to the County no later than 30 (thirty) days from effective date. Please confirm your ability to provide this service and meet the deadline in your Proposal.

Plan Changes and Amendments

If changes in the plan of benefits or servicing requirements are needed, such changes will be made in writing and deemed as an amendment to the Contract.

Carrier Selection

The selection of the carrier is tentatively scheduled to occur in **August 2015**.

Data Caveat

Cameron County, BCBS, and Gallagher Benefits have supplied the data contained herein. It has been gathered and coordinated by the consultant and reviewed as to accuracy on a "best effort" manner. This Request for Proposal is qualified to the extent the data provided is accurate.

Stop Loss Questionnaire

CARRIER INFORMATION

1. When did the insurer start writing Medical Stop Loss Insurance?
2. Please note any years in which the insurer ceased writing or renewing medical stop loss business.
3. Please provide the names, titles and phone numbers for key contact persons for claims, billing and eligibility.

FINANCIAL INFORMATION

1. Please provide information relative to your reinsurance arrangements for your medical stop loss coverage.
2. What percentage of the risk do you retain? Describe in detail.

UNDERWRITING INFORMATION

1. At renewal, what information do you require? Specifically address all disclosure requirements.
2. How far in advance of the anniversary date (October 1) can the group expect to receive renewal rates?

RATING PROCEDURES

1. Discuss your renewal philosophy. Be specific as it relates to known ongoing large claims, high deductibles, lasering, rating up, exclusion, etc.
2. Has a renewal ever been denied solely due to claim experience?
3. Does your contract allow you to limit or exclude coverage for an individual who becomes disabled or begins receiving treatment after you are awarded the contract but prior to the contract effective date?

CLAIMS INFORMATION

1. What information do you require to process a specific stop loss claim?
2. What information do you require to process an aggregate stop loss claim?
3. What kind of timeframe can we expect for you to pay both claim types?
4. What proof of payment is required for specific and aggregate claims?
5. What is your definition of a paid claim?
6. If you purchase reinsurance protection, does the reinsurer need to review all claims before they are paid, or are your decisions binding on the reinsurance?

7. If a claim is delayed beyond the end of the contract period, do you grant a waiver of the time limits for payments if the circumstances are reported to you prior to the end of the period? If not, how are such situations handled?
8. Do you require that large claim management services be used? Under what circumstances? Do you pay for such services?
9. Do you accept the reasonable and customary determinations made by the TPA, or do you have a database you use?

CONTRACT INFORMATION

1. Please provide a sample policy for our review.
2. Please list any exclusion(s) that are mandatory, regardless of the client's proposed plan document language or benefit design.
3. Do you have an "actively at work" provision? What are the procedures for waiving it?
4. What is the maximum time allowed for submission after the termination date of valid claims that were paid within the contract period?
5. Please provide the definition of experimental procedures and note how this provision is interpreted for a claim approved for payment under the medical plan.
6. Does the insurer assist in claim determination before reimbursement is requested?
7. Are there any circumstances where the insurer can deny reimbursement of a claim which has been approved by the UR program and/or the Large Case Manager and paid under the Plan?
8. Please specify all terms and conditions under which the insurer may terminate or modify its policy.
9. If the policy is issued through an MGU, delineate what happens when the reinsurer changes on a date other than the client's Plan anniversary.

The Respondents must meet the following mandatory criteria:

- Must have been rated by A.M. Best for at least the past three years as an A- rated company
- Insurance company is published in the current listing of insurance companies authorized to transact business in Texas; and
- Will consider waiving the Employee Actively at Work/Dependent Non-Confined Underwriting provision

Cameron County reserves the right to award a contract for any or all areas of this **RFP**.

It is the responsibility of the Respondent to provide sufficient information/data in a convincing manner to the County to assure all of the terms, conditions and expectations for satisfactory performance of the services requested herein will be met.

All contact during the evaluation phase shall be through the Cameron County Purchasing Department or the technical contact only. Successful Respondent shall neither contact nor lobby evaluators during the evaluation process. Attempts by Successful Respondent to contact and/or influence members of the Evaluation Committee may result in disqualification of Proposal.

REFERENCES

Please list three (3) references of current customers who can verify the quality of service your company provides. The County prefers customers of similar size and scope of work to this RFP.

REFERENCE ONE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ e-mail address: _____

Contract Period: _____ Scope of Work _____

REFERENCE TWO

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ e-mail address: _____

Contract Period: _____ Scope of Work _____

REFERENCE THREE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ e-mail address: _____

Contract Period: _____ Scope of Work _____

THIS FORM MUST BE RETURNED WITH YOUR RFP

STATE OF TEXAS
COUNTY OF CAMERON

AFFIDAVIT

The undersigned certifies that the RFP prices contained in this RFP have been carefully checked and are submitted as correct and final and if RFP is accepted (within 60 days), agrees to furnish any and/or all items upon which prices are offered, at the price(s) and upon the conditions contained in the Specifications.

BEFORE ME, the undersigned authority, A Notary Public in and for the State of _____, on this day personally appeared _____ who, after having first been duly sworn, upon oath did depose and say;

That the foregoing RFP submitted by _____ hereinafter called "Proposer" is the duly authorized agent of said company and that the person signing said RFP has been duly authorized to execute the same. Proposer affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this RFP in collusion with any other Proposer. The Proposer is not a member of any trust, pool, or combination to control the price of products or services RFP on, or to influence any person to RFP or not to RFP thereon. I further affirm that the Proposer has not given, offered to give, nor intends to give, at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discounts, trip, favor, or service to a public servant in connection with the submitted RFP. The contents of this RFP as to prices, terms or conditions of said RFP have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this RFP.

Name and Address of Proposer :

Telephone number _____ Fax number _____

Signature

Name: _____ Title: _____

SWORN TO AND SUBSCRIBE BEFORE ME THIS _____ day of _____ 20_____.

Notary Public in and for County _____ State _____

THIS FORM MUST BE RETURNED WITH YOUR RFP

RESIDENCE CERTIFICATION

Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Cameron County requests Residence Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

“Nonresident Proposer ” refers to a person who is not a resident.

“Resident Proposer ” refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

I certify that _____ is a Resident

(Company Name)

Proposer of Texas as defined in Government Code §2252.001.

I certify that _____ is a Nonresident

(Company Name)

Proposer as defined in Government Code §2252.001 and our principal place of business is

(City and State)

Print Name: _____ Signature: _____

THIS FORM MUST BE RETURNED WITH YOUR RFP

CAMERON COUNTY EXPRESSLY REQUESTS THAT BIDDERS / PROPOSERS NOT DISCUSS THIS ENGAGEMENT OR THIS BIDDER'S / PROPOSER'S PLANS, EXPERIENCE OR CREDENTIALS WITH OTHER BIDDERS / PROPOSERS OR ANY MEMBER OF COMMISSIONERS' COURT, ANY COUNTY OFFICIAL, OR ANY EVALUATION COMMITTEE MEMBER APPOINTED BY COMMISSIONERS COURT. EXCLUDED ARE PRE- RFP OR PRE-PROPOSAL CONFERENCES, EVALUATION COMMITTEE SCHEDULED VENDOR PRESENTATIONS OR VENDOR INTERVIEWS, OR EVALUATION COMMITTEE SCHEDULED EQUIPMENT OR SERVICES DEMONSTRATIONS. YOU MAY CONTACT THE PURCHASING AGENT /PURCHASING DEPARTMENT AT ANY TIME.

FROM RFP OPENING DATE THROUGH COMMISSIONERS COURT MEETING FOR SELECTION, VENDORS WILL NOT APPROACH THE COUNTY JUDGE OR COMMISSIONERS TO DISCUSS MATTERS PERTAINING TO THIS RFP.

01. Has any individual with the firm submitting this Proposal/Bid/Response made any contact with any member of Commissioners Court, any County Official, or an Evaluation Committee member concerning this Invitation to Bid/RFP/RFQ, other than questions to the Assistant County Auditor/Purchasing Officer?

02. Has any individual with the firm submitting this Proposal/Bid/Response made any contact with any other Bidder or Proposer concerning this Invitation to Bid/RFP/RFQ?

Signature of person submitting this RFP

Date

THIS FORM MUST BE RETURNED WITH YOUR RFP

ORDER NO. 2007O2005

THE STATE OF TEXAS §
COUNTY OF CAMERON §

ORDER ADOPTING CONTRACTING RULES FOR PERSONS INDEBTED TO COUNTY

WHEREAS, pursuant to V.T.C.A., Local Government Code, Section 262.0276, a commissioners court is authorized to adopt rules permitting a county to refuse to enter into a contract or other transaction with a person indebted to the county;

WHEREAS, the Commissioners Court of Cameron County finds it is in the best interest of Cameron County to adopt such rules;

NOW THEREFORE, BE IT ORDERED by the Commissioners Court of Cameron County, that the following rules be adopted regarding Cameron County and persons interested in doing business with Cameron County:

- 1. Cameron County may refuse to enter into a contract or other transaction with a person with a past due debt to Cameron County, including delinquent ad valorem taxes, even if the person is the lowest bidder or successful proposer; and
2. For purposes of this Order, a debt is past due if it is not received in the County Treasurer's Office by the due date in a written agreement or notice, and ad valorem taxes are past due if not received in the County Tax Assessor/Collector's Office by February 1st following the January 1st on which the ad valorem taxes are due.
3. For purposes of this Order, a person includes an individual, sole proprietorship, corporation, nonprofit corporation, partnership, joint venture, limited liability company, and any other entity that proposes or otherwise seeks to enter into a contract or other transaction with Cameron County requiring approval by the Commissioners Court.

ADOPTED this 13 day of March, 2007.

Taxpayer Identification Number (T.I.N.):

Cameron County Acct #'s : Real Estate Personal Property

01. Is the person or the firm submitting this RFP current with all local and State taxes?

Signature of person submitting this RFP Date

THIS FORM MUST BE RETURNED WITH YOUR RFP

Certification Regarding Debarment, Suspension Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, in the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
- b. Have not within a three-year period preceding this bid/proposal and/or application 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) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, theory, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and
- d. Have not within a three-year period preceding this bid/proposal and/or application had one or more public transactions terminated of cause or default.

Signature: _____

Print Name: _____

Title: _____

Telephone Number: _____

Date: _____

If the Bidder / Proposer is unable to certify to all of the statements in this Certification, such Bidder / Proposer should attach an explanation to this Bid / Proposal.

THIS FORM MUST BE RETURNED WITH YOUR RFP

SWORN STATEMENT ON DEBARMENT

This SWORN statement is submitted with project number _____

By: _____
(PRINT INDIVIDUALS NAME AND TITLE)

For: _____
(PRINT NAME OF ENTITY SUBMITTING SWORN STATEMENT)

whose business address is:

CITY STATE ZIP VOICE PHONE

and if applicable its Federal Employee Identification Number (FEIN) is:

(INDICATE WHICH STATEMENTS APPLY)

- _____ Neither the entity submitting this SWORN statement, nor any of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime.
- _____ The entity submitting this SWORN statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity **HAS BEEN CHARGED WITH AND CONVICTED OF A PUBLIC ENTITY CRIME.**
- _____ The entity submitting this SWORN statement is not present on any Federal list of debarred contractors, nor been debarred from any other type of contracting.

AUTHORIZED SIGNATURE

(Printed Name) (Title)

Sworn to and subscribed before me this 8th day of September, 2011.

Personally known _____ OR Produced identification _____
SHOW TYPE OF IDENTIFICATION

Notary Public State of _____, County of _____ My commission expires _____

(PRINTED/TYPED/ OR STAMPED COMMISSIONED NAME OF NOTARY PUBLIC)

CONFLICT OF INTEREST QUESTIONNAIRE

MUST BE FILLED OUT AND SUBMITTED WITH THE BID/RFP/RFQ
IF DISCLOSING: BIDDER / PROPOSER MUST ALSO FILE WITH THE COUNTY CLERK'S OFFICE
THE PURCHASING DEPT. WILL NOT BE FILING ON THE BIDDER'S BEHALF

For vendor or other person doing business with local governmental entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator (County Clerk's Office) of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

1. Name of person doing business with local governmental entity.

OFFICE USE ONLY Date Received:

2. Check this box if you are filing an update to a previously filed questionnaire.
(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)
3. **Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money .**
4. **Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.**

**5. Name of local government officer with whom filer has affiliation or business relationship.
(Complete this section only if the answer to A, B, or C is YES.)**

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity?

Yes No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes No

D. Describe each affiliation or business relationship.

6. Describe any other affiliation or business relationship that might cause a conflict of interest.

7. Does any individual with the firm submitting BID, RFP, RFQ have any business relationship with any County Official or County employee within the third degree of Consanguinity kinship or the second degree of Affinity kinship? (see attached Nepotism Chart)

Signature of person doing business with the governmental entity

Date

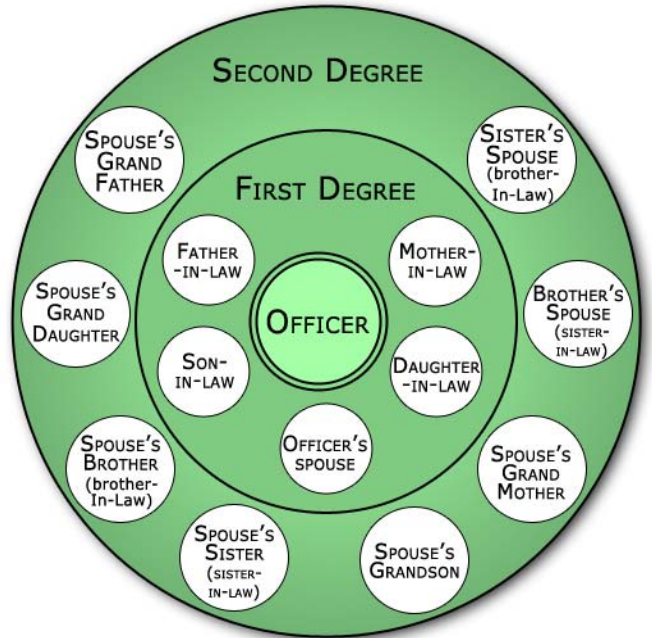
NEPOTISM CHART

AFFINITY KINSHIP

Relationship by Marriage

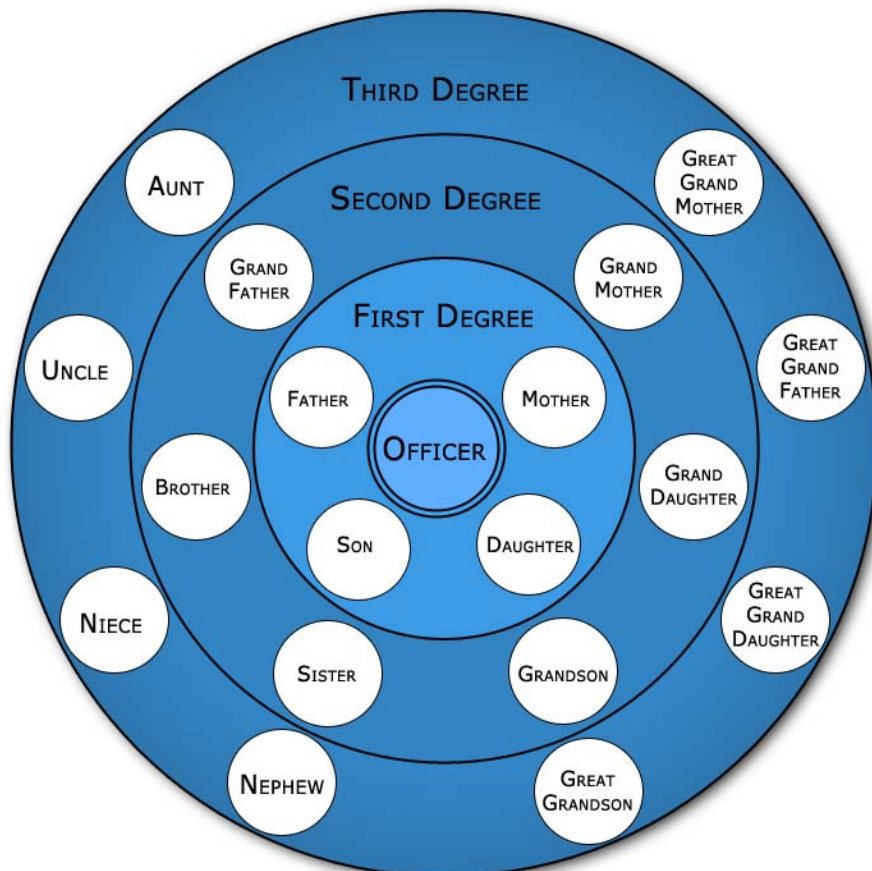
The chart below shows

- **Affinity Kinship** (relationship by marriage)
- **Consanguinity Kinship** (relationship by blood) for purposes of interpreting nepotism as defined in VTCA Government Code, Chapter 573, §§573.021 - .025



CONSANGUINITY KINSHIP

Relationship by Blood



DISCLOSURE OF INTERESTS

MUST BE FILLED OUT AND SUBMITTED WITH THE BID/RFP/RFQ
IF DISCLOSING: BIDDER / PROPOSER MUST ALSO FILE WITH THE COUNTY CLERK'S
OFFICE
THE PURCHASING DEPT. WILL NOT BE FILING ON THE BIDDER'S BEHALF

Cameron County, Texas requires all persons or firms seeking to do business with the County to provide the following information. Every question must be answered. If the question is not applicable, answer with "N/A." By law this questionnaire must be filed with the records administrator (County Clerk's Office) of the local government.

Date _____

FIRM NAME: _____

ADDRESS: _____

FIRM is: 1. Corporation () 2. Partnership () 3. Sole Owner ()
 4. Association () 5. Other () _____

DISCLOSURE QUESTIONS

If additional space is necessary, please use the reverse side of this page or attach separate sheet.

1. State the names of each "employee, elected official, or member of Commissioners Court" of Cameron County having Substantial Interest in Business Entity **Local Govt. Code 171.002**

DISCLOSURE OF INTERESTS (CONTINUED)

- a) For purpose of this chapter, a person has a substantial interest in a business entity if :
 - (1) the person owns 10 percent or more of the voting stock or shares of the business entity or owns either 10 percent or more or \$15,000 or more of the fair market value of the business entity; or
 - (2) funds received by the person from the business entity exceeds 10 percent of the person’s gross income for the previous year.
- b) A person has a substantial interest in real property if the interest is an equitable or legal ownership with a fair market value of \$2,500 or more.
- c) A local public official is considered to have a substantial interest under this section if a person related to the official in the first degree by consanguinity or affinity, as determined under Chapter 573, Government Code, has a substantial interest under this section.

Name	Title	Department

CERTIFICATE

I certify that all information provided is true and correct as of the date of this statement, that I have not knowingly withheld disclosure of any information requested; and that supplemental statements will be promptly submitted to the Cameron County as changes occur.

Certifying Person: _____ Title: _____
 (Type or Print)

Signature of Certifying Person: _____ Date: _____

Terms & Conditions

ADDENDA: When specifications are revised, the Cameron County Purchasing Department will issue an addendum addressing the nature of the change. Offerors must sign and include it in the returned RFP/RFQ package.

ADVERTISING: Seller shall not advertise or publish, without Buyer's Prior consent, the fact that Buyer has entered into this contract, except to the extent necessary to comply with proper request for information from an authorized representative of the federal, state or local government.

AWARD: Cameron County may hold all RFP/RFQ's for a period of sixty (60) days. Cameron County reserves the right to delete any item it considers too expensive. RFP/RFQ prices are to be F.O.B. Cameron County. All discounts will be considered in determining the lowest, responsible Proposer. Cameron County reserves the right to award this contract on the basis of EVALUATION CRITERIA (AS STATED IN RFP/RFQ) in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one offeror, to reject any or all RFP/RFQ's. Commissioners Court reserves the right to determine the method and procedures for the final award of all RFP's/RFQ's at any time they so choose, regardless of the Point System used by the Evaluation Committee.

BONDS: If this RFP/RFQ requires submission of RFP/RFQ guarantee and performance bond, there will be a separate page explaining those requirements. RFP/RFQ's submitted without the required RFP/RFQ bond or cashier's check are not acceptable.

CANCELLATION AND TERMINATION: Buyer shall have the right to cancel for default all or any part of the undelivered portion of this order if Seller breaches any of the terms hereof, including warranties of Seller or if the Seller becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to, and not in lieu of, any other remedies which Buyer may have in law or equity.

CHANGE ORDERS: No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by mutual consent of the Offeror and Purchaser.

TERMINATION: The performance of work under this order may be terminated in whole, or in part, by the Buyer in accordance with this provision. Termination of work hereunder shall be effected by the delivery to the Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to, and not in lieu of, rights of Buyer set forth. Cameron County reserves the right to terminate the contract for default if offeror breaches any of the terms therein, including warranties of offeror or if the offeror becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which Cameron County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to Cameron County's satisfaction and/or to meet all other obligations and requirements. Cameron County may terminate the contract without cause upon thirty (30) days written notice.

CONTRACT RENEWALS: Renewals may be made ONLY by Commissioners Court approval and agreement between Cameron County and the offeror. **To determine Annual / Anniversary renewal status - if renewed by Commissioners Court or terminated-please contact Elisa Cisneros at 956-982-5405 e-mail: Elisa.Cisneros2@co.cameron.tx.us Purchasing Dept. or Dylbia Jeffries 956-550-1340 djefferies@co.cameron.tx.us Bruce Hodge at 956-550-7229 at bhodge@co.cameron.tx.us at County Legal Dept..** Any price escalations are limited to those stated by the original RFP/RFQ. Annual RFP/RFQ renewal – Price Increases: All Annual RFP/RFQ's with a one (1) year renewal option requires that the awarded Proposer must notify Cameron County of any anticipated price increases to the current Annual

RFP/RFQ (in writing) at least two months prior to the annual renewal award date unless otherwise specified within the specific provisions of the RFP. This allows the County sufficient time to plan for re-advertising for Proposals due to a vendor required price increase. If Vendor fails to notify the County within time noted it shall be assumed that there will be no price increase for the following year's award period if renewed. This procedure does not apply to any Annual RFP/RFQ's which allow for Open Market Price increases or Cost allowance increases during the RFP/RFQ award period (as so specified in the RFP/RFQ documents).

DISCRIMINATION: In order to comply with the provisions of fair employment practices, the contractor agrees as follows: 1.) the contractor will not discriminate against any employee or applicant for employment because of race, sex, color, age, religion, handicap, or national origin; 2) in all solicitations or advertisements for employees, the contractor will state that all qualified applicants will receive consideration without regard to race, color, sex, age, religion, handicap or national origin; 3) the contractor will furnish such relevant information and reports as requested by the County for the purpose of determining compliance with these regulations; and 4) failure of the contractor to comply with these laws will be deemed a breach of contract and it may be cancelled, terminated or suspended in whole or in part.

DISQUALIFICATION OF OFFEROR: Upon signing this RFP/RFQ document, an offeror offering to sell supplies, materials, services, or equipment to Cameron County certifies that the offeror has not violated the antitrust laws of this state codified in Texas Business and Commerce Code 15.01, et seq., as amended, or the federal antitrust laws, and has not communicated directly or indirectly the RFP/RFQ made to any competitor or any other person engaged in such line of business. Any or all RFP/RFQ's may be rejected if the County believes that collusion exists among the offerors. RFP/RFQs in which the prices are obviously unbalanced may be rejected. If multiples are submitted by an offeror and after the RFP/RFQ's are opened, one of the RFP/RFQ's are withdrawn, the result will be that all of the RFP/RFQs submitted by that offeror will be withdrawn; however, nothing herein prohibits a vendor from submitting multiples for different products or services.

EVALUATION: All proposals will be evaluated in accordance with law and reviewed to assure they are in the best interest of Cameron County. Evaluations shall be based on criteria, bearing on price, and performance of the items/services in the user environment. Any specific criteria section or sections identified elsewhere in this request for proposals may be evaluated by one or more evaluators once the basis and details of this process has been approved by the Purchasing Officer and acknowledged by the Evaluation Committee. Detailed information pertaining to this selective evaluation process is available to offerors and the Commissioners Court upon request. Evaluation sheets and summary of all RFP/RFQ's are subject to review by the Cameron County Purchasing Department and Evaluation Committee's recommendation to Cameron County Commissioners Court. Compliance with all RFP/RFQ requirements, delivery and needs of the using department are considerations in evaluating RFP/RFQ's. Pricing is NOT the only criterion for making a recommendation (see criteria and relative importance of price and other evaluation factors, if any, specified elsewhere in this request for proposals.). The Cameron County Purchasing Department reserves the right to contact any offeror, at any time, to clarify, verify or request information with regard to any RFP/RFQ. The Cameron County Purchasing Department further reserves the right to hold negotiation discussions with any responsible offeror submitting proposals determined to be reasonably susceptible of being selected for award in accordance with law.

PROTEST PROCEDURES: Procedure - This protest procedure is available to vendors responding to this RFP requesting a debriefing conference.

Debriefing Conference – A debriefing conference must be requested in writing to the Purchasing Department within five (5) business days from the date of the RFP award by the Cameron County Commissioners' Court. Debriefing questions must be submitted (in writing - to the Purchasing Department) no later than two (2) business days before the scheduled date for the Debriefing Conference. These questions will be answered at the debriefing conference. Follow-up question must be submitted (in writing) no later than one (1) business day after the date of the Debriefing Conference and answered no later than two (2) business days after the

date of the Debriefing Conference. Follow-up answers will be sent via e-mail or fax (if e-mail not available). For RFP/RFQ's proposers are given the opportunity to ask questions of the Evaluation Committee relative to their Proposal and scores received by their firm.

Protests are made -1. To the Purchasing Department after the debriefing conference. Vendor protests shall be received, in writing, by the Purchasing Department within five (5) business days after the vendor debriefing conference. 2. To the Protest Committee, only after the protest to the Purchasing Department was not resolved satisfactory to the protestor. Protests to the Protest Committee shall be made within five (5) business days after the vendor has received notification from the County Purchasing Department of his/her decision.

Grounds for protest – 1. Errors were made in computing the score. 2. The County failed to follow procedures established in the RFP, the Purchasing policy: Acquisition or applicable state or federal laws or regulations. 3. Bias, discrimination or conflict of interest on the part of an evaluator. Protests not based on these criteria shall not be considered.

Format and Content - Protesting vendors shall include, in their written protest to the Cameron County Purchasing Department, all facts and arguments upon which they rely. Vendors shall, at a minimum, provide: 1. Information about the protesting vendor; name of firm, mailing address, phone number and name of individual responsible for submission of the protest. 2. Information about the acquisition and the acquisition method. 3. Specific and complete statement of the County's action(s) protested. 4. Specific reference to the grounds for the protest. 5. Description of the relief or corrective action requested. 6. For protests to the Protest Committee, a copy of the Purchasing Department's written decision on the protest.

Review Process – 1. Upon receipt of a vendor protest, the Purchasing Department shall postpone further steps in the acquisition process until the vendor protest has been resolved. 2. The Department's internal protest review procedures consist of the following: a) The Purchasing Department shall perform an objective review of the protest by individuals not involved in the acquisition protested. The review shall be based on the written protest material submitted by the vendor. b) A written decision will be delivered to the vendor within five business days after receipt of the protest, unless more time is needed. The protesting vendor shall be notified if additional time is necessary.

Final Determination - The final determination shall 1. Find the protest lacking in merit and uphold the agency's action; or 2. Find only technical or harmless errors in the agency's acquisition process conduct, determine the agency to be in substantial compliance, and reject the protest; or 3. Find merit in the protest and provide the agency options which may include a) Correct its errors and reevaluate all proposals, and/or b) Reissue the vendor solicitation document; or c) Make other findings and determine other courses of action as appropriate.

Protest Committee Review Process - Protests to the Protest Committee may be made only for Protest Committee approved acquisitions, and only after review by County Purchasing Department. Protests of the decisions of County Purchasing Department shall be made by letter to the Protest Committee, who may establish procedures to resolve the protest. Protests shall be received by the Protest Committee, within five business days after the decision of Purchasing Department in order to be considered. The resulting decision is final, with no further administrative appeal available.

FISCAL FUNDING: A multi-year lease or lease/purchase arrangement (if requested by the Special Requirements/Instructions), or any contract continuing as a result of an extension option, must include fiscal funding out. If, for any reason, funds are not appropriated to continue the lease or contract, said lease or contract shall become null and void on the last day of the current appropriation of funds. After expiration of the lease, leased equipment shall be removed by the offeror from the using department without penalty of any kind or form to Cameron County. All charges and physical activity related to delivery, installation, removal and redelivery shall be the responsibility of the offeror.

GRATUITIES AND PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS: Any elected or appointed official who has any substantial interest, either direct or indirect, in any business entity seeking to contract with the County, shall, before any vote or decision on any matter involving the business entity, file an affidavit stating the nature and extent of interest and shall abstain from any participation in the matter. This is not required if the vote or decision will not have any special effect on the entity other than its effect on the public. However, if a majority of the governing body is also required to file, and do file similar affidavits, than the member is not required to abstain from further participation. Attached and included is a disclosure of all of this Company's business or pecuniary financial relationships with officers or employees of Cameron County or County entities (if any such relationships exists) must be attached and included with RFP/RFQ submitted. The Buyer may, by written notice to the Seller, cancel this contract without liability to Seller if it is determined by Buyer that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Seller, or any agent, or representative of the Seller, to any officer or employee of Cameron County with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or the making or any determinations with respect to the performing of such a contract. In the event this contract is cancelled by Buyer pursuant to this provision , Buyer shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities. Consistent and continued tie RFP's/RFQ's could cause rejection of RFP/RFQ's by the County and/or investigation for Anti-Trust violations. Proposer guarantees that he has not retained a person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the contractor for the purpose of securing business.

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) CERTIFICATION: If Proposer is a Certified Historically Underutilized Business (HUB), please include a copy of your HUB Certificate with your Proposal. This information will assist Cameron County in the percentage tracking of HUB utilization.

LOCAL BIDDER'S PRINCIPAL PLACE OF BUSINESS - 3% PREFERENCE: (consideration of location) **This local preference consideration is allowable for Equipment and Supplies but not allowed for Services and/or Construction related Bids. RFP's and RFQ's are also excluded unless there is a specific scoring category for local proposer preference with specific points assigned for such (per Local Govt. Code 271-905).** The County Commissioner's Court may award to the lowest bidder or the bidder whose principal place of business is within Cameron County if the Commissioner's Court determines, in writing, that the local bidder offers the County the best combination of contract price and additional economic development opportunities for Cameron County created by the contract award, including the employment of residents of Cameron County and increased tax revenues to Cameron County. This option exists only within 3% pricing of the lowest bid price. In order to provide the County Commissioner's Court adequate information for assisting in considering this option, the bidder should submit with each bid the following information for Commissioner's Court review with all information requested to be detailed and \$\$\$ current quantifiable numeric data. 1. Where is your principal place of business (ie: Corporate Headquarters) City, County, State, Signature of Bidder, Title, Date? Along with this information, submit information with responses to the following questions. 2. Why and how bidder believes that the local bidder offers the County additional economic development opportunities for Cameron County created by the contract award? 3. How will award to local bidder benefit the employment of residents of Cameron County? 4. How many employees does bidder employ within Cameron County and how many employees are affected financially by award/purchase? 5. How will award to local bidder increased tax revenues to Cameron County? This information should be provided and updated with each bid submitted to the County. If bidder is local and within 3% of the lowest bid, this information will be submitted to Commissioner's Court along with tabulation sheet. **There has been no mandatory requirement or Policy established by Commissioners Court which requires submitting answers to these questions or attending Commissioners Court meetings for the awarding of bids relative to 3% local preference, however individual Commissioners may or may not have preferences (relative to these issues) when making their decision. This paragraph will be revised upon policy change made by Commissioners Court.**

INSURANCE : The vendor shall secure and maintain, throughout the duration of the Contract, insurance of such types and in such amounts as may be necessary to protect the vendor and the interests of the Purchaser against all hazards or risks of loss as hereinafter specified. The form and limits of such insurance, together with the insurer, shall be acceptable to the Purchaser. It shall be the responsibility of the vendor to maintain adequate insurance coverage at all times. Failure of the vendor to maintain adequate coverage shall not relieve the vendor of any contractual responsibility or obligation.

MAINTENANCE: Maintenance required for equipment RFP/RFQ should be available in Cameron County by a manufacturer authorized maintenance facility. Costs for this service shall be shown on the Pricing/Delivery Information form. If Cameron County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.

MATERIAL SAFETY DATA SHEETS: Under the "Hazardous Communication Act", commonly known as the "Texas Right To Know Act", an offeror must provide to the County with each delivery, material safety data sheets which are applicable to hazardous substances defined in the Act. Failure of the offeror to furnish this documentation will be cause to reject any RFP/RFQ applying thereto.

NAME BRANDS: Specifications may reference name brands and model numbers. It is not the intent of Cameron County to restrict these RFP/RFQs in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Offerors may offer items of equal stature and the burden of proof of such stature rests with offerors. Cameron County shall act as sole judge in determining equality and acceptability of products offered.

PRICING: Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated on the Pricing/Delivery Information form. Prices shall be all inclusive: No price changes, additions, or subsequent qualifications will be honored during the course of the contract,. All prices must be written in ink or typewritten. Pricing on all transportation, freight, drayage and other charges are to be prepaid by the contractor and included in the RFP/RFQ prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, offeror MUST indicate the items required and attendant costs or forfeit the right to payment for such items. Where unit pricing and extended pricing differ, unit pricing prevails.

RECYCLED MATERIALS: Cameron County encourages the use of products made of recycled materials and shall give preference in purchasing to products made of recycled materials if the products meet applicable specifications as to quantity and quality. County will be the sole judge in determining product preference application.

SCANNED RE-TYPED RESPONSE - FLOPPY DISK: If in its RFP/RFQ response, offeror either electronically scans, re-types, or in some way reproduces the County's published RFP/RFQ package, then in event of any conflict between the terms and provisions of the County's published RFP/RFQ specifications, or any portion thereof, and the terms and provisions of the RFP/RFQ response made by offeror, the County's RFP/RFQ specifications as published shall control. Furthermore, if an alteration of any kind to the County's published RFP/RFQ specifications is only discovered after the contract is executed and is or is not being performed, the contract is subject to immediate cancellation.

SILENCE OF SPECIFICATIONS: The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be

experienced in design and construction of such items and shall be an established supplier of the item RFP/RFQ. Substitute items will not be accepted unless approved (in advance).

SUPPLEMENTAL MATERIALS: Offerors are responsible for including all pertinent product data in the returned RFP/RFQ package. Literature, brochures, data sheets, specification information, completed forms requested as part of the RFP/RFQ package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the offeror wishes to include as a condition of the RFP/RFQ, must also be in the returned RFP/RFQ package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire RFP/RFQ.

TITLE TRANSFER: Title and Risk of Loss of goods shall not pass to Cameron County until Cameron County actually receives and takes possession of the goods at the point or points of delivery. Receiving times may vary with the using department. Generally, deliveries may be made between 8:30 a.m. and 4:00 p.m., Monday through Friday. Offerors are advised to consult the using department for instructions. The place of delivery shall be shown under the "Special Requirements/Instructions" section of this RFP/RFQ package and/or on the Purchase Order as a "Deliver To:" address.

USAGE REPORTS: Cameron County reserves the right to request, and receive at no additional cost, up to two (2) times during the contract period, a usage report detailing the products and/or services furnished to date under a contract resulting from this RFP. The reports must be furnished no later than five (5) working days after written request and itemize all purchases to date by Cameron County department, description of each item purchased, including manufacturer, quantity of each item purchased, per unit and extended price of each item purchased, and total amount and price of all items purchased.

WARRANTY PRICE: (a) The price to be paid by the Buyer shall be that contained in Seller's RFP which Seller warrants to be no higher than Seller's current prices on orders by others for products of the kind and specification covered by this agreement for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty, the prices of the items shall be reduced to the Seller's current prices on orders by others, or in the alternative, Buyer may cancel this contract without liability to Seller for breach or Seller's actual expense. (b) The Seller warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. For breach or violation of this warranty, the Buyer shall have the right in addition to any other right or rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee. Offerors shall furnish all data pertinent to warranties or guarantees which may apply to items in the RFP. Offerors may not limit or exclude any implied warranties. Offeror warrants that product sold and services provided to the County shall conform to the standards and laws established by the U.S. Department of Labor, U.S. Department of Homeland Security, Occupational Safety and Health Administration and O.S.H.A. Act of 1970. In the event product does not conform to OSHA Standards, where applicable, Cameron County may return the product for correction or replacement at the offeror's expense. If offeror fails to make the appropriate correction within a reasonable time, Cameron County may correct at the offeror's expense.

Offerer warrants that product sold and services provided to the County shall conform to the standards and laws established by the U.S. Department of Homeland Security, Occupational Safety and Health Administration and O.S.H.A. Act of 1970.

WARRANTY ITEMS/PRODUCTS: Seller shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the Buyer. Seller warrants that the goods furnished will conform to the specifications, drawings and descriptions listed in the RFP/RFQ invitation and to the sample(s) furnished by Seller, if any. In the event of a conflict between the specifications, drawings and descriptions, the specifications shall govern. All items must be new, in first class condition, unless

otherwise specified. The design, strength, and quality of materials must conform to the highest standards of manufacturing practice. Items supplied under this contract shall be subject to the Purchaser's approval. Successful Offeror shall warrant that all items/services shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title. Any items found defective or not meeting specifications shall be picked up and promptly replaced by the successful Offeror at no expense to the Purchaser.

SAFETY WARRANTY: Seller warrants that the product sold to Buyer shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, Buyer may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within a reasonable time, correction made by Buyer will be at Seller's expense. Have you attached the required warranty information to the RFP/RFQ (if applicable)? Yes, No.

APPLICABLE LAW

This agreement shall be governed by the Uniform Commercial Code. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning "the Uniform Commercial Code" as adopted in the State of Texas as effective and in force on the date of this agreement.

ASSIGNMENT DELEGATION: No right or interest in this contract shall be assigned or delegation of any obligation made by Seller without the written permission of the Buyer. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph. Any contract entered into pursuant to this request is not assignable, nor the duties thereunder, by either party, without the written consent of the other party in the contract County Judge and County Auditor.

CONTRACT OBLIGATION: Cameron County Commissioners Court must award the contract and the County Judge or other person authorized by the Cameron County must sign the contract before it becomes binding on Cameron County or the offerors. Department heads are NOT authorized to sign agreements for Cameron County. Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.

ERRORS AND OMISSIONS: Errors and Omissions in the RFP / RFQ of any provision herein described will not be construed as to relieve the Vendor of any responsibility or obligation, requisite to the complete and satisfactory implementation, operation, and support of any and all equipment, systems or services.

FORCE MAJEURE: If, by reason of Force Majeure, either party hereto shall be rendered unable wholly, or in part, to carry out its obligations under this agreement, then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term "Force Majeure" as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely with the discretion of the party having

the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgement of the party having the difficulty.

HOLD HARMLESS AGREEMENT: Contractor, the successful offeror, shall indemnify and hold Cameron County harmless from all claims for personal injury, death and/or property damage resulting directly or indirectly from contractor's performance. Contractor shall procure and maintain, with respect to the subject matter of this RFP/RFQ, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover contractor's liability as may arise directly or indirectly from work performed under terms of this RFP/RFQ. Certification of such coverage must be provided to the County upon request.

INFRINGEMENTS: There will be no warranty by buyer against infringements. As part of this contract for sales, Seller agrees to ascertain whether goods manufactured in accordance with the specifications attached to this agreement will give rise to the rightful claim of any third person by way of infringement or the like. Buyer makes no warranty that the production of goods according to the specification will not give rise to such a claim, and in no event shall Buyer be liable to Seller for indemnification in the event that Seller is sued on the grounds of infringement or the like. If Seller is of the opinion that an infringement or the like will result,

they will notify Buyer to this effect in writing within two (2) weeks after the signing of this agreement. If Buyer does not receive notice and is subsequently held liable for the infringement or the like, Seller will hold Buyer harmless. If Seller in good faith ascertains that production of the goods in accordance with the specifications will result in infringement or the like, this contract shall be null and void, except that Buyer will pay Seller the reasonable cost of his/her search as to infringement. The contractor agrees to protect the County from claims involving infringement of patents or copyrights.

INTERPRETATION PAROLE EVIDENCE: This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in the agreement. Acceptance or acquiescence in a course of performance rendered under this agreement shall not be relevant to determine the meaning of this agreement, even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to Control.

LATE PROPOSALS: Proposals must be received by the Purchaser before the hour and date specified. Proposals received after the time and date specified will be disqualified and may be returned to sender. Purchaser is not responsible for lateness or non-delivery of mail, delivered to wrong office, carrier, etc.

MODIFICATIONS: This contract can be modified or rescinded only by a writing signed by both of the parties or their duly authorized agents.

O.S.H.A: Offeror must meet all Federal and State OSHA requirements.

REMEDIES: The successful Offeror and Purchaser agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

RIGHT TO ASSURANCE: Whenever one (1) party to this contract in good faith has reason to question the other party's intent to perform, he/she may demand that the other party give written assurance of their intent to perform. In the event that a demand is made, and no assurance is given within five (5) days the demanding party may treat this failure as an anticipatory repudiation of the contract.

SEVERABILITY: If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

VENUE: Both parties agree that venue for any litigation arising from this contract shall lie in Cameron County, Texas. These General Terms and Conditions shall be incorporated in this proposal. The Offeror shall specifically state acceptance of these terms and conditions as a basis for providing the Purchaser with the proposed commodities. The Offeror shall state exceptions to these terms and conditions and may suggest alternate wording that addresses the intent of the term or condition. The Purchaser may accept or reject any suggestions based on lawful and fair bidding practice.