

February 14, 2024

# Request for Proposal (RFP) for Group Medicare Advantage and Prescription Drug (MA-PD)

LGHIB

# MA-PD RFP - Background

## Introduction

This Request for Proposal (RFP) is to facilitate the selection of a Vendor to administer a Medicare Advantage and Prescription Drug (MA-PD) plan for the Medicare eligible retirees, and the Medicare eligible dependents, of the Local Government Health Insurance Program (LGHIP), which is administered by the Local Government Health Insurance Board (LGHIB), for the three-year period of January 1, 2025 through December 31, 2027, with an option for the LGHIB to elect two additional one-year contract periods.

LGHIB is interested in proposals for services that include innovative retiree services and strategies; assertive trend controls; best in class cost management and financial terms; clinical, safety, and utilization management programs with proven ability to engage and influence members; proactive account management; quality member service; and detailed reporting.

LGHIB is requesting qualified Vendors to bid the MA-PD services on a fully insured basis. For additional information go to the LGHIB website: [www.lghip.org](http://www.lghip.org)

## Overview & Background

### Local Government Health Insurance Program

The LGHIB administers the LGHIP, which was created in 1993 by the Alabama legislature to provide Alabama counties and municipalities a robust, affordable health insurance program. The LGHIB is empowered by Title 11, Chapter 91A of the Code of Alabama (as amended) to provide health (including pharmacy) and dental benefits to employees and retirees of local agencies through the LGHIP. The program is overseen by a nine-member Board of Directors.

As of January 2024, the LGHIB provides health and dental benefits to over 670 counties, municipalities and quasi-governmental agencies throughout Alabama. These employer units can elect to provide retiree health care benefits to their Medicare eligible retirees. Currently, about 1,800 members are enrolled in the LGHIP MA-PD plan. The plan is fully insured through UnitedHealthcare (UHC). See section 6 of this RFP for more details on the current plan design. LGHIB also offers coverage to pre-Medicare retirees, but is not intending to change coverage for these retirees as part of the scope of this RFP. It is intended that only one carrier will cover the LGHIB MA-PD population.

If a member or dependent is Medicare-eligible due to age or disability at the time of the member's retirement, the MA-PD will become effective on the member's date of retirement for the Medicare-eligible member and any Medicare-eligible dependents. The Medicare-eligible retiree's other covered dependents who are not Medicare eligible will remain in the LGHIP non-Medicare medical and prescription drug plan, currently administered by Blue Cross and Blue Shield of Alabama and OptumRx.

All Medicare-eligible retirees and Medicare-eligible dependents of LGHIP retirees, and qualifying Medicare-eligible primary ESRD beneficiaries, who elect retiree coverage through the LGHIP, will automatically be enrolled in the MA-PD plan unless they choose to opt out. If a member opts out, he/she will lose their LGHIP MA-PD coverage altogether and will not be eligible to re-enroll in the LGHIP at a later time. If the member has family coverage, opting out will dis-enroll the entire family from all medical and prescription drug coverage.

Proposals cannot be conditional on any cost sharing arrangement. Currently, the LGHIB invoices employers who are a part of the LGHIP for the fully insured premiums of their former employees who are enrolled in the MA-PD plan. However, the LGHIB reserves the right to change their cost sharing and contribution strategies.

LGHIB's intent is to award administration of its Group MA-PD plan to a single vendor. LGHIB's determination of the finalists and the selected Vendor will include, but not be

- 2025, 2026, and 2027 premium rate guarantees.
- Any premium rate guarantees for optional years 2028 and 2029.
- Care management to mitigate future plan cost increases, improve member health, optimize member access to high-quality, lower cost providers, etc.
- Experience and demonstrated commitment to the Medicare Advantage market
- Performance guarantees: Agreement to proposed criteria and percentage of premium at risk
- Value-added or ancillary services included under your proposed MA plan (e.g., telemedicine, annual house calls, gym membership discounts, hearing aid discounts)
- Demonstrate ability and willingness to manage retirees' anticipated anxiety over change (e.g., concise, informative communications, recognizing challenges posed by
- Designated member service team with a dedicated toll-free number to the call center

The following services are requested to be performed by the vendor:

- Member Services
- Claims Adjudication
- Data Reporting
- Member Enrollment and Eligibility Maintenance
- Medical Management
- Network Access and Network Management
- Provider Advocacy and Assistance with Claims Issues
- Medicare Advantage and Part D Administrative Assistance
- Effective Member Communications
- Patient and Family/Caretaker Education and Assistance

The successful MA-PD Vendor will be an organization with extensive experience in handling large group MA-PD plans and a sophisticated claims adjudication system. Any proposing organization should have the size and resources to take over the LGHIB account without perceptible upset of service to this or other clients.

The Vendor's total organization must be committed to being an industry leader, supporting excellent service to the LGHIB and being prepared for rapid change in benefits issues, in the context of national health care reform. This commitment must be demonstrated through proactive, timely and effective actions which include, but are not limited to, the following:

- To promote and enhance quality to members and measure service;
- To identify new initiatives for cost management
- To stay current with ever-changing Medicare coordination issues and requirements;
- To provide proper response to possible health care reform; and
- To commit the people, systems, and financial resources necessary to be in the forefront of the MA-PD industry.

### Key Deliverables of the Service and Bid Requirements

- Completed Intent to Propose Form (Attachment 1)
- Completed Non-Disclosure Agreement (Attachment 2)
- Cover Letter
- Answers to Medical Questionnaire
- Completed Price Proposal Worksheet (Attachment 3)
- Completed Proposal Exceptions and Deviations Doc (Attachment 4)
- Completed Performance Guarantees (Attachment 5)

### Procurement Documents

The following documents are provided for reference only. In the event the Vendor is selected these documents must be signed AFTER contract award:

- Appendix A: LGHIB Contract
- Appendix B: Business Associate Agreement
- Appendix C: Disclosure Statement
- Appendix D: Immigration Status
- Appendix E: Beason-Hammon Certificate of Compliance
- Appendix F: Memorandum Regarding Reporting Requirements to Ethics Commission

## **Mercer's Role**

Mercer has been engaged by LGHIB for RFP management and consulting services to ensure that LGHIB's MA-PD program meets the LGHIB's goal of providing best-in-class benefits at an affordable, predictable cost. Mercer has worked with LGHIB to develop and release this RFP in accordance with their requirements and objectives. Mercer will evaluate the proposals and advise LGHIB of our findings and recommendations. The final award decision will be made by the LGHIB Board of Directors, upon recommendation by the LGHIB staff.

# MA-PD RFP – Instructions

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## Bidder Instructions

1. Vendors must comply with instructions as stated. Your responses should be succinct yet thorough, conforming to the requirements in each section.
  2. Please limit attachments and exhibits to those requested specifically by LGHIB in this RFP.
  3. Reference Documents (e.g., demographics, claims) will be provided only to Vendors that have submitted completed and signed Intent to Propose and Non-Disclosure Agreement (NDA) forms. The Intent to Propose and NDA forms are attached.
  4. All potential Vendors intending to quote and wishing to access the Reference Documents, must complete the Intent to Propose form and Non-Disclosure Agreement (NDA), and email both forms directly to Ben Rayburn (Ben.Rayburn@mercer.com), by February 21, 2024, at 5:00 PM Central Time. Medicare Membership Reports (MMR), 24 months medical/Rx claims, and enrollment information will be provided to those Vendors that submit Intent to Bid and NDA forms by the stated deadline. Premium rates should be based on the census provided. No commissions are allowed to be payable to any third party including, but not limited to, Mercer.
  5. Vendor agrees to be bound by its proposal from the date submitted until the effective date of the contract, during which time LGHIB may request clarification or correction of the proposal for evaluation purposes. Amendments or clarifications shall affect only that portion of the proposal so amended or clarified.
  6. Vendor shall be solely responsible for all costs and expenses incurred in the preparation and presentation of its response to this RFP, including without limitation, market research and attendance at meetings.
  7. Vendor's employees should not directly contact LGHIB staff about the subject matter of this RFP. Violation of this restriction may result in Vendor's disqualification at LGHIB's sole discretion.
  9. LGHIB encourages Vendors to ask questions necessary to ensure a clear understanding of the requirements of the RFP. Questions must be submitted via email to Ben Rayburn (Ben.Rayburn@mercer.com) by February 28, 2024, 5:00pm CST.
  - 10. All proposals are due via email submission, to ben.rayburn@mercer.com, on April 22, 2024 by 5:00pm CST. In addition to the complete proposal submission, the Vendor must also provide one copy of their proposal submission that has been redacted for proprietary information. Late proposals will not be accepted.**
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## Disclosure of Proposal

Proposals and supporting documents are kept confidential until the evaluation process is complete, and a contract has been awarded. Vendors should be aware that any information in a proposal may be subject to disclosure and/or production under Alabama law. Designation as proprietary or confidential may not protect materials included within the proposal from disclosure, if required by law.

If any items of this proposal are considered proprietary or confidential, Vendors must indicate on the questionnaire using the second response column indicating it is exempt from disclosure. Vendor should also provide any legal authority as to why that material should not be subject to public disclosure under Alabama open records law. Information contained in the Price Proposal Worksheet may not be marked confidential. The LGHIB assumes no liability for the disclosure of information not identified by the Vendor as confidential. If the Vendor identifies its entire proposal as confidential, the LGHIB may deem the proposal as non-compliant and may reject it.

The Vendor agrees to intervene in and defend any lawsuit brought against the LGHIB for its refusal to provide Vendor's alleged confidential and/or proprietary information to a requesting party. The LGHIB shall provide Vendor written notice of any such lawsuit within ten (10) days of receipt of service by the LGHIB. Vendor shall intervene within thirty (30) days of notice or will be deemed to have waived any and all claims that information contained in the proposal is confidential and/or proprietary and any and all claims against LGHIB for disclosure of Vendor's alleged confidential and/or proprietary information.

**In addition to the complete proposal submission, the Vendor must also provide one copy of their complete proposal submission that has**

All submissions shall be submitted as best and final offers. Bidders will not be allowed to make material alterations to their submissions. Each bidder shall include in their written offer all requirements, terms and conditions they may have, and shall not assume that an opportunity will exist to add such requirements, terms or conditions after the submission. Bidder's terms or conditions that are deemed unacceptable by LGHIB may be the basis for LGHIB's rejection of the proposal.

## Basis of Premium Quotes

MMR, 24 months medical/rx claims, and enrollment information will be provided to those Vendors that submit an NDA and Intent to Bid form by the stated deadline. Premium rates should be based on the census provided, and should not include any commissions payable to any third party, including but not limited to Mercer.

Timeline	Date
RFP Opportunity posted	2/14/24
Vendors' provide completed Intent to Bid and NDA documents	2/21/2024 (5:00pm CST)
Vendors' questions due to Mercer	2/28/2024 (5:00pm CST)
RFP responses due to Mercer	4/22/2024 (5:00pm CST)
Finalist meetings	May 2024
Vendor selection	June 2024
Implementation and retiree communication processes begin	7/1/24
"Go live" date	1/1/25

## Order of Precedence

In the event of inconsistencies or contradictions between language contained in the RFP and a Vendor's response, the language contained in the RFP will prevail. Should the LGHIB issue addenda to the original RFP, then said addenda, being more recently issued, would prevail against both the original RFP and the Vendor's proposal in the event of an inconsistency, ambiguity, or conflict.

## LGHIB's Right's Reserved

While the LGHIB has every intention to award a contract as a result of this RFP, issuance of the RFP in no way constitutes a commitment by the LGHIB to award and execute a contract. Upon a determination such actions would be in its best interest, the LGHIB, in its sole discretion, reserves the right to:

- Cancel or terminate this RFP;
- Reject any or all of the proposals submitted in response to this RFP;
- Change its decision with respect to the selection and to select another proposal;
- Waive any minor irregularity in an otherwise valid proposal which would not jeopardize the overall program and to award a contract on the basis of such a waiver (minor irregularities are those which will not have a significant adverse effect on overall project cost or performance);
- Negotiate with any Vendor whose proposal is within the competitive range with respect to technical plan and cost;
- Adopt to its use all, or any part, of a Vendor's proposal and to use any idea or all ideas presented in a proposal;
- Amend the RFP (amendments to the RFP will be made by written addendum issued by the LGHIB and will be posted on the LGHIB website);
- Release a new RFP for the same or revised services; and
- Not award any contract.

## Selection of MA-PD Vendor

The Vendors, whose proposals are received by the deadline and meet the Minimum Vendor Requirements will be evaluated further. Each proposal may receive up to 100 maximum points, allocated as follows:

Technical Proposal: 35

Price Proposal: 45

Finalist Evaluation: 20

Total Possible Points: 100

The evaluation will be conducted in up to three phases:

- Phase I - Evaluation of Technical Proposal, based on the Vendor responses to each section of the RFP.
- Phase II - Evaluation of Price Proposal Worksheet. Points will be based on premium rate guarantees.
- Phase III – Finalist Evaluation. At any time during the finalist evaluation phase, the LGHIB may, at the LGHIB's discretion, contact a Vendor to:
  - provide further or missing information or clarification of their Proposal,
  - provide an oral presentation of their Proposal,
  - obtain the opportunity to interview the proposed key personnel, and/or
  - conduct an onsite visit of the Vendor's facilities.

Reference checks may also be made at this time. However, there is no guarantee that the LGHIB will look for information or clarification outside of the submitted written Proposal. Therefore, it is important that the Vendor ensure that all sections of the Proposal have been completed to avoid the possibility of failing an evaluation phase or having their score reduced for lack of information.

Oral presentations may be required as part of the evaluation criteria. Additionally, the LGHIB may ask for best and final offers. The evaluation team will make its final or conditional recommendation based on the above-described evaluation process. The final award decision will be made by the LGHIB Board of Directors, upon recommendation by the LGHIB staff.

Any contract awarded hereunder shall be subject to the approval of the LGHIB, in accordance with applicable state laws and regulations. Discussions, negotiations and requests for additional information regarding price and other matters may be conducted with the Vendor(s) who submit proposal(s) determined to be reasonably susceptible of being selected for award, but proposal(s) may be accepted without such discussions. The LGHIB reserves the right to further clarify and/or negotiate with the Vendor(s) on any matter submitted.

## RFP Contacts

Ben Rayburn (MAPD and Financial Lead): [Ben.Rayburn@Mercer.com](mailto:Ben.Rayburn@Mercer.com)



# MA-PD RFP – General Bid Conditions, Minimum Vendor Requirements,

General Bid Conditions
<p>Please respond in the yellow spaces provided as to whether you "agree" or "disagree". Any non-response could render a Vendor ineligible for consideration. Responses submitted by a Vendor to this RFP represent a firm offer to contract on the terms and conditions described in the Vendor's response and in the RFP. This RFP and the response to this RFP shall become part of the contract. Failure by any Vendor to comply with the specifications and requirements provided in this RFP may result in disqualification of such Vendor. Submission of a response to this RFP shall constitute Vendor's acknowledgment and acceptance of all of its provisions, including a warranty that such response and any contract negotiations will comply with all laws as well as judgments, orders, decrees or consent agreements with any governmental agency or court relating to the manufacture, promotion, advertising, marketing, sale or pricing of any product or service to be furnished to the client or its affiliates. If you wish to propose any changes in the language in this RFP, your requested changes must be included as a part of your response. Changes should be made only as you deem necessary, i.e., only substantive changes that are appropriate to reflect the terms and conditions of your response. You will not be permitted to request changes at a later date, other than to accommodate any mutually agreed changes. Please note, the fact that you may request a change to the requirements set forth in this RFP is no guarantee that such request will be accepted.</p> <p>Vendors will not be allowed to make material alterations to their submissions. Each Vendor shall include in their written offer all requirements, terms and conditions they may have, and shall not assume that an opportunity will exist to add such requirements, terms or conditions after the submission. The LGHIB may request best and final offers. Vendor's terms or conditions that are deemed unacceptable by LGHIB may be the basis for LGHIB's rejection of the proposal.</p>

		Answer	Confidential (Y)
1.	All proposals submitted must adhere to these conditions, unless otherwise noted in the proposal. Failure to meet any of LGHIB's terms or conditions may result in disqualification of the proposal.		
2.	Award or Rejection: The contract award will be made to the Vendor whose proposal is deemed to be in the best interest of LGHIB. LGHIB reserves the right to reject any or all proposals. Proposals will not be returned.		
3.	Confirm that you will agree to a three-year contract with two one-year options with LGHIB effective January 1, 2025.		
4.	Costs for Proposal Preparation: All costs incurred by Vendors in preparing and submitting proposals are the Vendors' sole responsibility.		
5.	No Commissions are to be included and all proposals must be submitted directly from the contracting company, without any intermediary.		

6.	Time for Acceptance: Vendor agrees to be bound by its proposal from the date submitted until the effective date of the contract, during which time LGHIB may request clarification or correction of the proposal for evaluation purposes. Amendments or clarifications shall affect only that portion of the proposal so amended or clarified.		
7.	Oral Explanations: LGHIB will not be bound by oral explanations or instructions given during the proposal evaluation process or after the award of the contract.		
8.	Vendor's Representative: The proposal must be signed by a legal representative of the proposing firm, who is authorized to bind the firm to a contract in the event of the award. All rates, fees, and terms presented will be considered legally binding.		
9.	Vendor understands and agrees that this proposal constitutes an offer, which when accepted in writing by the LGHIB, and subject to the terms and conditions of such acceptance, will constitute a valid and binding contract between the undersigned and the LGHIB.		
10.	Rights to Claims Data: All claims' data is the property of LGHIB and must be returned upon request. The Vendor confirms and agrees that the data and information provided ("Plan Data"), which may include protected health information related to LGHIB's participants and beneficiaries, provided under this RFP is and shall remain the property of LGHIB. The Vendor is not granted any right, title or interest in any Plan Data. The Vendor may use and disclose Plan Data solely as necessary to effectuate the purpose of this RFP and will not use, disclose, decompile, or reverse engineer, any Plan Data in support of LGHIB's other business activities. Specifically, the Vendor will not de-identify any Plan Data or aggregate Plan Data (whether or not de-identified) with data received from the Vendor's other clients, customers or data sources.		
11.	Vendor shall maintain or obtain (as applicable), with respect to the activities in which Vendor engages pursuant to this Agreement, professional liability (errors and omissions) insurance and general liability insurance in amounts reasonable and customary for the nature and scope of business engaged in by such party. Vendor shall deliver to the LGHIB evidence of such insurance on or before January 1, 2025 and annually thereafter and name the LGHIB as an additional insured. Please specify the liability coverage amounts you are offering for this account.		
12.	Confirm the Vendor has cybersecurity liability coverage in place. Please include name of insurer, per occurrence dollar limits and total policy coverage limits.		
13.	Vendor will accept liability for any mistakes, errors, or omissions it makes in providing services to the LGHIB and its members.		
14.	Vendor must notify the LGHIB within 30 days of purchase, acquisition and any other change in its ownership or partners or control affecting 10% or greater interest, any acquisition by it of 10% or greater interest in any subsidiary, and any new agreement with, by or between any affiliates that is relevant to the contract.		

15.	There are NO additional fees (beyond the yearly premium rate guarantees outlined in the Price Proposal Worksheet) required to provide the services outlined in this RFP. Any mandatory fees must be clearly outlined in the Price Proposal Worksheet. Under no circumstances will the LGHIB be liable to Vendor for fees not disclosed in Vendor's written proposal.		
16.	Exceptions: Any exceptions to terms, conditions, or other requirements in any part of these specifications must be clearly and fully documented in the appropriate section of the proposal and on the Proposal Exceptions and Deviations Document. Otherwise, it will be considered that all items offered are in strict compliance with the specifications.		

**Minimum Vendor Requirements**

The Vendor must have experience over the last (3) years providing MA-PD services to group health plans. The Vendor must have at least 200,000 total MA-PD covered lives in 2021, 2022 and 2023, with at least three group clients of 25,000 or more subscribers, and at least one public sector client. Select Agree if your company meets these requirements.

**Answer**

**Confidential (Y)**

**Company Overview**

**Answer**

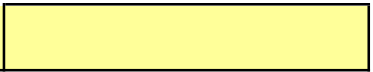
**Confidential (Y)**

17.	What are your company's financial ratings?		
18.	How many years have you been offering group MA-PD plans?		
19.	How many total group MA-PD clients do you serve?		
20.	How many total group MA-PD members do you serve?		
21.	How many total group MA-PD clients do you serve in the Public sector?		
22.	Please indicate in which of the 50 states your organization is licensed to offer employer-sponsored, network-based MA-PD solutions.		
23.	Provide names of all subcontractors along with type of services they will provide, the number of years your firm has utilized the subcontractor, and the contractual relationship between subcontractor and your company.		
24.	What is your outlook for MA-PD trend and funding levels (CMS subsidies that impact premium rates) over the next 5 years? Do you foresee any program changes that might result in you exiting the group MA-PD business during this time frame?		
25.	Describe any changes in the organizational structure (including, but not limited to demutualization, addition/deletion of claim offices, addition/removal of product lines, and staff reductions) that have occurred in your organization over the last twelve (12) months or are anticipated to occur in the next 24 months.		
26.	What, if any, pending lawsuits or regulatory investigations is your company currently facing related to your MA-PD business?		
27.	Have you been assessed any sanctions by CMS over the past 12 months? If yes, please explain.		

<p>28. Please provide the following information:</p> <p>A. Whether the Vendor or any of the Vendor's employees, agents, independent contractors, or subcontractors have been convicted of, pled guilty to, or pled nolo contendere to any felony, and if so, an explanation providing relevant details.</p> <p>B. Whether there is any concluded or pending litigation against the Vendor or Vendor's employees related to a contract engagement; and if such litigation exists, an attached opinion of counsel as to whether the pending litigation will impair the firm's performance in a contract under this RFP.</p> <p>C. Whether the Vendor has ever been denied a state license, qualification or certificate of authority. If yes, please describe why.</p> <p>D. Whether the Vendor or any of the Vendor's business associates have reported a HIPAA breach involving 500 or more individuals in a given state or jurisdiction.</p> <p>E. Describe how Vendor vets employees and/or contract personnel to ensure workforce clearance procedures are followed under HIPAA.</p> <p>F. Whether, in the last ten years, Vendor or any of its subcontractors has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors; and if so, an explanation providing relevant details.</p>		
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References	Answer	Confidential (Y)
Please provide three client references – two current and one former client who terminated within the last 18 months. References should be of comparable size to LGHIB and/or an employer in the public sector.		
<b>Reference One</b>		
a. Number of years as a client		
b. Number of Medicare retirees covered		
c. Client name		
d. Contact name and email address		
e. Telephone number		
<b>Reference Two</b>		
a. Number of years as a client		
b. Number of Medicare retirees covered		
c. Client name		
d. Contact name and email address		
e. Telephone number		
<b>Reference Three – Former Client</b>		
a. Number of years as a client		
b. Number of Medicare retirees covered		
c. Client name		
d. Contact name and email address		
e. Telephone number		

Are any of these accounts serviced by the same account management person you plan to assign to LGHIB?



# MA-PD RFP –

	Bidder's General and Group MA-PD Background	Answer	Additional Answer (if additional space needed)	Confidential (Y)
1.	In which office(s) will you process claims?			
2.	Describe any wellness programs that are available to retirees at no additional cost. For any programs please include the percentage of retirees who participate.			
3.	Describe care management programs that assist retirees in proper utilization, health improvement, and			
4.	Please describe any value-added or ancillary services included under your proposed MA-PD plan (e.g., telemedicine, annual house calls, gym membership			
5.	Confirm that you will provide an MA-PD PPO plan with same in-network and out-of-network cost sharing for			
6.	Confirm that you will provide the requested plan design(s) identically in all states.			
7.	Confirm that you will provide the same fully insured rates throughout the country.			
8.	If you are offering supplemental benefits and/or enhanced benefits, please describe these.			
9.	How will you determine detailed plan provisions (i.e., what is covered and not covered) and identify the difference between the current contracts and what you			
10.	Please confirm that the plan designs you're quoting would comply with CMS and all other legislative			

# MAPD RFP – Pharmacy

<b>Account Management and Service Support</b>		<b>Answer</b>	<b>Additional Answer (if additional space needed)</b>	<b>Confidential (Y)</b>
1.	Vendor will assist LGHIB in plan design consultation, provide clinical and utilization management programs, and formulary modeling services at no charge. Vendor will provide detail to LGHIB on the financial benefit and potential member disruption of any clinical or utilization management rules that it proposes.			
2.	Vendor must provide LGHIB with a de-identified summary of pharmacy-related issues from the call center issue tracking database upon request.			
<b>Member Services</b>		<b>Answer</b>	<b>Additional Answer (if additional space needed)</b>	<b>Confidential (Y)</b>
3.	The member service team will be knowledgeable of LGHIB's specific pharmacy benefit program to respond to member questions.			
4.	Describe the escalation process for urgent drug claim issues where claims are rejecting at the pharmacy and members need immediate assistance and resolution.			
5.	Customer service representatives will always have access to a pharmacist in the event the call requires the attention of a clinician.			
<b>Claims Administration</b>		<b>Answer</b>	<b>Additional Answer (if additional space needed)</b>	<b>Confidential (Y)</b>
6.	Vendor will provide claims review and routine audit functions to detect and prevent mis-billed claims and fraud at retail (all prescriptions), along with mail specialty pharmacy.			
7.	Confirm Vendor uses electronic coordination of benefits (COB) for both commercial plans and Medicare Part B covered drugs.			
<b>Plan Design</b>		<b>Answer</b>	<b>Additional Answer (if additional space needed)</b>	<b>Confidential (Y)</b>

# MAPD RFP – Pharmacy

8.	Vendor will provide a quote based on the current Rx plan designs. If unable to provide an exact match, Vendor will provide a similar plan and highlight any differences from the current plan designs.			
9.	Please describe your "retail 90" program.			
10.	Vendor will provide for LGHIB's approval an initial plan design benefit coding document for internal quality control process to ensure accurate and ongoing administration of LGHIB pharmacy benefit program. This document will be provided to LGHIB during the implementation process, but no later than sixty (60) days prior to the effective date. Additionally, Vendor will maintain a documented quality control and pre-implementation document and provide it to LGHIB for review and approval prior to implementation of any benefit or program change.			
11.	Identify any program exclusions or exceptions that Vendor is unwilling or unable to implement for LGHIB (e.g., coverage of some durable medical equipment; coverage of OTCs). Please be specific. Vendor should assume that exclusions or exceptions are clinically safe, are prescribed by an authorized medical professional, and follow FDA guidelines.			
12.	Vendor must have the ability to override retail and mail order prescriptions due to out-of-stock and/or back-ordered medications, and provide up to a 12-month supply for overseas travel/vacation as allowed by an override from an appropriate LGHIB representative.			
<b>Therapeutic Interchanges</b>		<b>Answer</b>	<b>Additional Answer (if additional space needed)</b>	<b>Confidential (Y)</b>
13.	Vendor confirms that pharmacy pricing does NOT assume LGHIB will participate in brand-to-brand prescription substitution programs or therapeutic interchange programs.			



# MAPD RFP – Pharmacy

14.	Vendor confirms that therapeutic interchange or switching programs that may be elected by LGHIB are subject to the following requirements: (1) only to promote clinical outcomes, and (2) only in circumstances where substituted product results in a lower plan and member cost. Rebates may not be considered when determining plan or member cost.			
<b>Compliance</b>		<b>Answer</b>	<b>Additional Answer (if additional space needed)</b>	<b>Confidential (Y)</b>
15.	Vendor and subcontracted vendors, if applicable, will comply with all CMS, HIPAA and DOL regulations applicable to prescription benefits managers, including but not limited to: complaints, appeals, timeliness of responses and confidentiality. Any fines related to non-compliance will be the sole responsibility of the Vendor.			
<b>Clinical Services- Clinical Management and Formulary</b>		<b>Answer</b>	<b>Additional Answer (if additional space needed)</b>	<b>Confidential (Y)</b>
16.	Vendor agrees that drugs on formulary (tier 2/preferred) can be moved to non-formulary (tier 3/nonpreferred but covered) a maximum of once per calendar year or as required by the FDA.			
17.	Vendor agrees that drugs will not be excluded from coverage unless required by FDA or the plan sponsor.			
18.	Vendor agrees excluded drugs can be obtained through the standard prior authorization process rather than a medical exception process.			
19.	Based on LGHIB's current plan designs, what formulary is vendor proposing as part of this offer?			
20.	How are formulary deletions and exclusions communicated to members? Are all formulary deletions and exclusions communicated or only select deletions and exclusions?			
21.	Describe capabilities for tracking members' medication adherence and compliance rates, including the definition of adherence and methodology for calculating key metrics (e.g., MPR, late fills).			

# MAPD RFP – Pharmacy

22.	Confirm Vendor's ability to track drug adherence at a member-specific level and report aggregate results at a group, plan, drug, and/or therapy class level. Please note specifically which medications and/or therapies on which Vendor can report adherence. Provide a sample report.			
23.	How frequently are drugs added, up-tiered or excluded from formularies? What is standard timing for making these changes?			
24.	How does your organization use pharmacy data to identify high-risk, high-need populations?			
25.	Describe your Rx utilization management programs (Prior Authorizations, Step Therapy, Quantity Level Limitations, age and gender restrictions, Medication Therapy Management program, high-risk drug programs for the elderly, etc.) and any third party affiliations that assist in the administration of these programs.			
26.	Please outline any mandatory clinical programs as part of your formulary for this offering.			
	<b>Network Management</b>	<b>Answer</b>	<b>Additional Answer (if additional space needed)</b>	<b>Confidential (Y)</b>
27.	Vendor agrees that member copayment or coinsurance amounts will be collected by the dispensing pharmacy. LGHIB will never be charged for unpaid member balances or copayments.			
28.	Vendor will have the capability to accept and store member credit card data in a secure location.			
29.	Vendor will have the ability to accept new prescriptions from prescribers' offices via fax or approved e-tools, including mobile apps.			
30.	Vendor agrees to notify LGHIB at least 90 days in advance regarding termination of a current pharmacy chain or independent pharmacy.			
31.	Vendor must provide a toll-free number for pharmacy and physician inquiries that are answered 24/7/365 by the vendor.			

# MAPD RFP – Pharmacy

32.	Are all major pharmacy chains in-network for the Part D benefit? List any major pharmacy chains excluded from your network.			
33.	Describe your contracting strategy for independent pharmacies and how discounts differ between independent pharmacies and chain pharmacies.			
34.	What is the number of contracted independent pharmacies in your network in the State of Alabama?			
	<b>Specialty Pharmacy Services, Including Specialty Mail Order</b>	<b>Answer</b>	<b>Additional Answer (if additional space needed)</b>	<b>Confidential (Y)</b>
35.	Vendor will not charge LGHIB or members for expedited delivery if its organization causes a prescription delay. Vendor agrees to offer any member experiencing a delay in the delivery of its order the option of filling his/her prescription at a participating retail pharmacy.			
36.	Identify the location of the mail order facility and/or specialty pharmacy Vendor is proposing for LGHIB. If multiple facilities will be used, identify specifically the sites used and the reason for selection.			
37.	How are members notified when a mail order prescription is delayed due to the following circumstances? – A prescription requiring clarification from the physician or physician’s agent (i.e., missing quantity, illegible drug name)? – A clean prescription where the delay is due to the Vendor’s operational, capacity or drug supply issues? – A clean prescription where the delay is a result of the Vendor’s therapeutic switch intervention?			
38.	Describe the clinical support available for patients through Vendor's specialty pharmacy, including the number of nurses and pharmacists on staff at the proposed pharmacy.			
39.	Provide a brief description of how existing specialty drug patients will be transitioned over to Vendor's specialty pharmacy, including those patients whose medication is not considered a specialty drug by LGHIB's current Vendor and those taking medications with limited distribution rights.			

# MAPD RFP – Pharmacy

40.	Vendor agrees that LGHIB and its members are not responsible for the cost of lost, stolen, or damaged traditional or specialty medications. Vendor will expedite and assume the cost of expedited shipping of any replacement medication.			
41.	Vendor represents that product purchasing and inventory control procedures are designed and implemented to prevent the introduction of counterfeit products into the U.S. supply chain, and to create end-to-end audit trails in the event of drug product warnings or recalls. Specifically, upon receipt at Vendor mail order pharmacies, Inventory Control staff verifies that the proper manufacturer NDC number, drug name and expiration dates are received. In addition, vendor records all lot numbers of products and does not purchase repackaged products, thereby further limiting exposure to counterfeit drugs.			
42.	Vendor agrees that at the time of dispensing or as the product is being prepared for automatic dispensing it is visually inspected by a pharmacist for correct color, shape, and other identifying markings. Vendor will verify that all drugs from primary or secondary Vendors have either been purchased directly from the manufacturer or that the Vendor is capable of showing the trail to assure that they are not buying from secondary markets. Secondary wholesalers will only be used to cover for shortages that have occurred with the primary Vendor and/or for limited distribution products .			
43.	Vendor agrees to provide the option for a retail outlet to pick up mail order prescriptions. The prescription should process the same as mail-order from a pricing perspective (discount, dispense fees, rebates) and member copay experience.			
<b>Audit Rights</b>		<b>Answer</b>	<b>Additional Answer (if additional space needed)</b>	<b>Confidential (Y)</b>

# MAPD RFP – Pharmacy

44.	Vendor agrees to "hold harmless" LGHIB for audit liabilities as a result of Vendor's management of the retiree drug program including any penalties imposed by CMS.			
45.	The LGHIB, via its auditor, has the right to perform audits with different scopes at different times during the contract year at no costs to the LGHIB.			
46.	The LGHIB, via its auditor, has the right to perform additional audits during the year of similar scope if performed as a follow-up to ensure significant/material errors found in a previous audit have been corrected and are not recurring or if additional information becomes available to warrant further investigation.			
47.	The LGHIB shall have the right to audit for the duration of the agreement and for a period of three (3) years following expiration or termination thereof.			
48.	Vendor will provide a response to all findings received within 30 days of audit, or at a later date if mutually determined to be more reasonable based on the number and type of findings.			
49.	Confirm you will allow any party selected by the LGHIB to audit all provisions governed by the contract.			
50.	Confirm you agree not to charge the LGHIB for EOBs/claims issued as corrections due to audits.			
51.	If an audit identifies performance guarantees are not being met, the LGHIB will expect the Vendor to pay for follow-up audits to confirm resolution of any problem(s) that are uncovered during the initial audit.			
<b>Notifications</b>		<b>Answer</b>	<b>Additional Answer (if additional space needed)</b>	<b>Confidential (Y)</b>

# MAPD RFP – Pharmacy

52.	Vendor will notify LGHIB within 30 days of any major (defined as in LGHIB's top 100 brand drugs by number of prescriptions) brand drug patent expirations. In addition, at this time the account management team will proactively present LGHIB with plan design, member communication, and/or clinical program options to take advantage of any cost-savings opportunities associated with the launch of the generic.			
53.	Vendor will notify LGHIB, within 10 days of official court filings, of all class action suits related to covered prescription drugs and will proactively provide LGHIB with the required information to support their participation in any class action suits at no additional cost and for up to two years post LGHIB's termination.			
54.	Vendor agrees that LGHIB will be notified at least 60 days in advance of any change to the formulary, high deductible preventive drug list or clinical program causing member impact.			
55.	MA-PD Vendor agrees to send timely notification letters to members and their prescribing physicians of drug formulary changes or other changes where there is a negative impact on the member at no additional fee. Notifications must be 60 days in advance of change.			
	<b>Member Copayment</b>	<b>Answer</b>	<b>Additional Answer (if additional space needed)</b>	<b>Confidential (Y)</b>
56.	Vendor must adjudicate all retail claims according to the "lowest of" logic such that members always pay the lowest of the applicable copayment, the contracted price and/or the pharmacy's U&C amount (including the pharmacy's sale price, if any). vendor will not be allowed to adjudicate based on "zero balance logic" or on a minimum copayment amount, and retail pharmacies will not be allowed to collect a minimum payment.			

# MAPD RFP – Pharmacy

57.	Vendor must adjudicate all mail order specialty pharmacy claims according to the “lower of” logic such that LGHIB members always pay the lower of the applicable copayment or the contracted price. Vendor will not be allowed to adjudicate based on a minimum copayment.			
58.	Vendor agrees that LGHIB will not be responsible for any member contributions (e.g., deductible, coinsurance, copays) owed to Vendor. Collecting such fees will be the sole responsibility of Vendor.			
<b>Specialty Drug Program</b>		<b>Answer</b>	<b>Additional Answer (if additional space needed)</b>	<b>Confidential (Y)</b>
59.	Vendor will provide pricing for an open specialty benefit. Specialty drugs are covered at a network of retail pharmacies, which can include Vendor’s specialty pharmacy.			
60.	Vendor agrees to the following definition for specialty drugs added to the specialty drug list after January 1, 2025: The product must require a customized medication management program that includes medication use review, patient training, coordination of care and adherence management for successful use such that more frequent monitoring and training may be required and must meet at least one of the following four characteristics: <ul style="list-style-type: none"> <li>– Produced through DNA technology or biological processes</li> <li>– Target chronic or complex disease</li> <li>– Route of administration could be inhaled, infused, oral or injected</li> <li>– Unique handling, distribution and/or administration requirements.</li> </ul>			
61.	In addition, a follow-on-biologic or generic product will be considered a specialty drug if the innovator drug is a specialty drug and meets the criteria above.			
<b>General</b>		<b>Answer</b>	<b>Additional Answer (if additional space needed)</b>	<b>Confidential (Y)</b>

# MAPD RFP – Pharmacy

62.	Please provide a summary of clinical programs attached to your Response.			
63.	Does your company support a wrap or supplemental formulary to limit the disruption between what CMS requires to be covered and other drugs that may be covered today under the group retiree healthcare plan? (Yes / No)			
64.	If yes, please describe the wrap / supplemental options that your company supports and would be included in your quote for LGHIB.			
	<b>Implementation</b>	<b>Answer</b>	<b>Additional Answer (if additional space needed)</b>	<b>Confidential (Y)</b>
65.	Vendor will facilitate the transition of open mail order specialty and retail refills from UHC, using electronic transfer of refills, with the exception of controlled substances and expired prescriptions.			
66.	Vendor confirms that all required tasks associated with implementation will be performed at no additional cost.			



# MAPD RFP – Overall

	Network Access and Management	Answer	Additional Answer (if additional space needed)	Confidential (Y)
1.	Vendor will complete the attached GeoAccess template and provide disruption report.			
2.	Based upon LGHIB’s provided retiree census data, identify any areas where your provider network and network pharmacies may not have adequate capacity to meet the potential demand. - How many retirees will reside in service areas where you do not have adequate network access? - How is adequacy determined by your organization? - What are your plans for expansion in these areas? - What is your solution to meet the needs of members who live in areas where access is inadequate? - Indicate any areas where your network access does not meet the CMS-standard access requirements.			
3.	Describe your organization's approach for credentialing providers and pharmacies to participate in your network (your recruitment strategy). Please include information on your network growth and development plans, specifically for MA-PD providers.			
4.	Describe in detail your organization's approach to contract with providers currently utilized by LGHIB members. Include in your response how you outreach to providers, build and maintain relationships, work through contractual issues, etc. to bring them into your network.			

# MAPD RFP – Overall

5.	<p>Describe any provider advocacy services or programs you offer between your organization and providers including education, communication and support for providers including items such as:</p> <ul style="list-style-type: none"> <li>A. claim payment issues</li> <li>B. provider relations and outreach strategies</li> <li>C. types of providers included</li> <li>D. topic-specific education</li> <li>E. changes such as new products or policies</li> <li>F. practice-based support</li> <li>G. alignment with local and statewide provider societies</li> </ul> <p>continuous improvement</p>			
6.	<p>How many provider advocates do you have working in the state of Alabama? Please list those employees physically located and working in Alabama and those working telephonically in Alabama.</p>			
7.	<p>Describe any processes, interactions and resources you employ to support providers with payment services and policies including items such as:</p> <ul style="list-style-type: none"> <li>A. claims filing and processing</li> <li>B. coding</li> <li>C. clinical criteria and code editors</li> <li>D. coverage determinations</li> <li>E. prior authorizations</li> <li>F. rejected claims or claims denial outreach</li> <li>G. medical necessity denials versus admin denials</li> <li>H. other carrier policies</li> <li>I. escalated issues and quick/accurate issue resolutions</li> <li>J. review of trends for targeted and ongoing education</li> </ul>			
8.	<p>Please describe how your plan covers emergency services incurred outside of the United States.</p>			
9.	<p>Describe any provider incentive payments you include in your contracts with providers.</p>			
10.	<p>Does your organization provide satisfaction surveys to providers? If so, describe the survey and uses of results.</p>			

# MAPD RFP – Overall

11.	Vendor MUST agree to propose pricing based on its broadest national retail network, that includes ALL major national and regional pharmacy chains supplemented by independent pharmacies, and that satisfies the minimum network pharmacy access standards outlined in the Ongoing Performance Guarantee section of this RFP.			
12.	Vendor agrees to the following: – Retail Pharmacy Program – Vendor represents that contracts with participating pharmacies require them to be in compliance with all applicable local, state and federal laws and regulations and if a pharmacy is out of compliance with these contractual requirements (i.e. dispensing counterfeit drugs), the pharmacy would be subject to removal from its retail networks.			
13.	Does your organization meet CMS's MA coordinated care network adequacy requirement for LGHIB's Medicare-eligible retiree membership (the 51% rule)? Discuss how you are able to meet this requirement.			
14.	What is your percentage of network adequacy with regard to the 51% rule based on LGHIB's membership?			
15.	Given LGHIB's population, what percentage of LGHIB's claims do you anticipate will be with providers with whom you do not currently have a contract?			
16.	What methods do you use to help retirees find and use network providers/providers that accept Medicare?			
17.	Specifically, how are members assisted when seeking care from a non-contracted provider who is willing to treat Medicare patients, but not willing to submit claims to a MA-PD insurer?			
18.	Is there a way for the member to be alerted to these situations in advance?			
19.	Is the member able to pay the provider directly and seek reimbursement from the plan?			
20.	Is there a way to pay the provider directly to avoid a high out of pocket expense to the member?			

# MAPD RFP – Overall

21.	Are you able to identify some of the higher profile providers in communities where LGHIB retirees are more likely to seek treatment that would fall into this category? Could you build a custom network for LGHIB retirees that included these providers?			
22.	How do you process claims from providers that are not in your network? A. What about providers that do not accept Medicare? B. What about providers that do not accept your MA-PD plan?			
<b>Account Management and Account Team</b>		<b>Answer</b>	<b>Additional Answer (if additional space needed)</b>	<b>Confidential (Y)</b>
23.	Confirm you will notify the LGHIB when you first identify issues that cause member disruption.			
24.	Confirm you will notify the LGHIB when you first identify issues that cause provider disruption.			
25.	Vendor agrees to provide an experienced designated account management team, including, but not limited to: 1) an appointed clinical pharmacist/clinical program manager 2) a day-to-day account manager 3) an account executive 4) designated member services representative and 5) a benefits analyst.			

# MAPD RFP – Overall

26.	<p>All must be knowledgeable on LGHIB's specific plan design, pharmacy benefit program and organizational structure. The experienced, dedicated account manager will assist with member issues and renewals/contract management. The member services representative will answer member service calls (consistent with the responsibilities of other member service representatives not on-site) and will also be available to work with the LGHIB management staff and have access to LGHIB systems for the purposes of resolving claim and member issues. The employee should have detailed knowledge of the plan benefits and have expertise in timely resolving complex medical and pharmacy claims issues. The employee should also be able to respond to member inquires. Please confirm and describe how your organization will train this employee to ensure high quality service to the LGHIB and its members.</p>			
27.	<p>The successful Vendor's account management team will provide consultative support to help LGHIB design programs, resolve outstanding issues, and keep them informed of market trends and issues. The team will be designated to LGHIB for the term of the contract, except where there is a change in employment conditions or there is an LGHIB-requested change.</p> <p>Vendor commits to having an account manager who will participate in health benefit fairs during the initial open enrollment and annually thereafter, as well as annual benefits conferences, to help support LGHIB. This participation will be provided at no additional cost to LGHIB.</p>			
28.	<p>Confirm that the clinical managers will have sufficient resources to efficiently and effectively handle the workload.</p>			

# MAPD RFP – Overall

29.	Please identify all of Vendor’s team that will be assigned to LGHIB’s account including the primary account service representative. For each team member, state that person’s: name, years of experience, and number of other clients currently serving.			
30.	Vendor agrees that the LGHIB will be consulted on a staffing change to the full-time customer service representative and have the opportunity to interview potential replacements with final right of approval.			
31.	Confirm the Vendor’s Account Team will meet with LGHIB quarterly to review utilization reports and service performance metrics. At least one of those meetings must be in person. Confirm the Vendor will include a Performance Guarantee on the Account Team's responsiveness.			
32.	The Vendor agrees to, at minimum, quarterly calls to review member service issues. The Vendor agrees to allow LGHIB to review member service quality issues to the resolution endpoint.			
33.	The Vendor agrees to a minimum of one annual meeting with call center executives to discuss services regarding enrollment and member issues.			
	<b>Member Services</b>	<b>Answer</b>	<b>Additional Answer (if additional space needed)</b>	<b>Confidential (Y)</b>
34.	By October 1, 2024, Vendor will activate the dedicated toll-free member service line for all LGHIB members. Vendor will provide all member and provider service staff with information and training relative to the LGHIB program at least 30 days prior to the activation date.			
35.	Please provide the customer service phone days/hours available. Confirm you are you proposing a dedicated 1-800 number and dedicated claims supervisor located in the United States? Is there a back-up location for customer service? Do you provide alternate language support? How many representatives will be on the assigned LGHIB team?			

# MAPD RFP – Overall

36.	Vendor’s member service representatives must be able to provide the following services to “prospective” members during LGHIB’s annual open enrollment period and year-round services to newly enrolled retirees and existing members: locating a participating pharmacy, information on LGHIB’s plan design, help determining whether a drug is on Vendor’s formulary, and applicable insurance benefit or copay. Vendor will also be expected to provide similar support for prospective members via Vendor’s member-facing web site and mobile app.			
37.	Vendor agrees that all customer service, pharmacy/physician service centers will be staffed within the United States. No services can be offshore.			
38.	Describe how your customer service team will access plan specific information? ie. SPD’s, policy?			
39.	The Vendor agrees to document 100% of LGHIB’s member service calls through call recordings and call notes. All recordings will be kept for 24 months and made available for LGHIB’s review upon request.			
40.	All member service call recordings and notes between the Vendor and LGHIB’s members will be LGHIB’s property. Vendor will forward written transcripts of calls at LGHIB’s request within two business days of the request being made and to allow LGHIB to listen to any recorded calls within 24 hours of LGHIB’s request.			
41.	Confirm that multi-language communication phone line support is included in the base administrative fee. List the languages available to LGHIB members speaking to your customer service representatives.			
42.	How are disabled (e.g., hearing-impaired) member calls facilitated through your member services area?			
43.	How do you track member complaints? List the top 5 member complaints related to retail, and the specialty pharmacy program. What processes/remedies have been put into effect to resolve these complaints?			

# MAPD RFP – Overall

44.	How large is your MA Member Service Department? How many employees work exclusively in this department?			
45.	Confirm that all Customer Service Representatives (CSR), clinical staff and other applicable team members are appropriately licensed or certified in the state in which they are employed. Describe the licensing requirements for your staff.			
46.	Describe the training that you conduct for customer service representatives.			
47.	What is the average years of experience of your member customer service representatives?			
48.	What is your Net Promoter Score or other indication of satisfaction level for your MA-PD business?			
49.	Provide the performance guarantee member service categories and levels that you will offer LGHIB, including the amount at risk for each.			
50.	The Vendor will provide LGHIB with a virtual tour of its CSR system and any custom messaging system.			
51.	IVR and web support will be available through the dedicated toll-free telephone line 24 hours a day, seven days a week, and 365 days a year.			
52.	Vendor will make available to members, by phone, website and mobile app, information about LGHIB’s plan design (including if a drug is covered, any coverage limitations and the applicable copay or coinsurance) and Vendor’s formulary.			
53.	Automated member calls can be suppressed at the individual member or group level by individual members or by LGHIB upon request.			
	<b>Communications</b>	<b>Answer</b>	<b>Additional Answer (if additional space needed)</b>	<b>Confidential (Y)</b>
54.	Please describe services you provide to assist with communications and change management?			



# MAPD RFP – Overall

55.	Provide the following communication materials related to the program at no charge. – Introduction letter – Pre-Notification letter – Welcome Kit (includes a welcome letter, ID card, formulary, pharmacy listing, and a benefit overview) – All communication pieces required by CMS			
56.	Please confirm the following: A. Production costs and postage for standard communication materials, including implementation materials and mail pharmacy return envelopes, will be provided at no additional cost, including required customization. B. LGHIB can review CMS required notices and can review and approve all LGHIB-specific communications pieces (letters, flyers, and inserts) before they are sent to LGHIB members. Vendor agrees to provide LGHIB two weeks to review and approve all communications before sending to members. C. Vendor agrees to not display Social Security numbers on any member communication materials. D. Vendor agrees to adhere to LGHIB’s branding requirements. E. Vendor will not contact plan members for purposes related to promotional campaigns without LGHIB’s advance knowledge and written approval. F. Vendor maintains multilingual electronic, print, and telephonic capabilities with no additional charges to LGHIB.			
57.	What is your process for first time Group MA-PD enrollees? Include in your submission any communications materials you might use.			
58.	Are there additional forms that you will file on behalf of retirees with Medicare/CMS, or will they have to do so on their own?			
59.	What communications support will you provide to help them in moving to a new Group MA-PD plan and understanding how it operates versus current plans?			

# MAPD RFP – Overall

60.	There will be an ongoing stream of new entrants into these plans as pre-Medicare retirees age into Medicare status. Please describe your process for communicating with these new Medicare-eligible retirees before they reach that status. Include in your submission any communications materials you might use.			
61.	Describe the communications support that you provide to retirees beyond the initial enrollment, both at annual enrollment and during the course of a plan year. Include in your submission any sample communication materials you might use.			
62.	Please outline any standard communications and support for communications that you are willing to provide to LGHIB at no additional cost (as part of the contract). Please provide samples of these communications (as separate attachments)			
63.	To what degree will the Vendor tailor standard correspondence, including those generated through IT interfaces, to meet the LGHIB’s needs and style of communication?			
	<b>Explanation of Benefits</b>	<b>Answer</b>	<b>Additional Answer (if additional space needed)</b>	<b>Confidential (Y)</b>
64.	All information, including but not limited to claims and Explanation of Benefits (EOB), must be identified as to date and time received, a permanent record made, and reviewed for completeness. Incomplete claims must be returned with the appropriate request for information.			
65.	Provide a copy of the Explanation of Benefits (EOB).			
	<b>ID Cards</b>	<b>Answer</b>	<b>Additional Answer (if additional space needed)</b>	<b>Confidential (Y)</b>
66.	Confirm vendor shall produce and send ID cards to members at no additional cost to the LGHIB.			

# MAPD RFP – Overall

67.	Confirm you will re-issue the member an ID card within five business days of notification that a member has lost a card, or for any reason that results in a change to the information disclosed on the member ID card such as a name change at no additional cost.			
	<b>Reporting</b>	<b>Answer</b>	<b>Additional Answer (if additional space needed)</b>	<b>Confidential (Y)</b>
68.	The Vendor agrees to provide different levels of access to each of LGHIB's designees to the online, real time, claim system so that not all of LGHIB's designees are able to see all details related to member claims in the system.			
69.	LGHIB would like ongoing reporting on their plans. Please outline any meetings and reporting that you are willing to standardly provide to LGHIB at no additional cost (as part of the contract).			
70.	In your response, include the process for enrollment, targeting, reporting, and outcomes reporting.			
71.	Confirm that you agree to provide the MMRs and Model Output Reports (MORs) as detailed in this RFP.			
72.	Confirm you will submit the Part C and Part D MMR monthly, including all fields as received from CMS. The monthly MMR will be submitted by the end of the corresponding month.			
73.	Confirm you will submit the Part C and Part D MOR upon request, no more offer than annually, including all fields as received from CMS. The latest MOR will be submitted within 30 days of request.			
	<b>Billing</b>	<b>Answer</b>	<b>Additional Answer (if additional space needed)</b>	<b>Confidential (Y)</b>
74.	Describe your typical employer billing process, including timing for LGHIB to pay invoices upon receipt (at least 15 calendar days).			
75.	Confirm vendor will not require an advance deposit or other pre-fund amount.			

# MAPD RFP – Overall

76.	Please provide a sample of your invoice that would be sent to the LGHIB for enrolled participants.			
77.	Modified charges to an original invoice charge must occur within six months or during the reconciliation period for any contracted guarantee related charge. The Vendor will not seek additional charges from the LGHIB after an applicable reconciliation is finalized and communicated to the LGHIB.			
<b>Rates and Rating Experience</b>		<b>Answer</b>	<b>Additional Answer (if additional space needed)</b>	<b>Confidential (Y)</b>
78.	Confirm that your pricing is based on the LGHIB's actual claims data (claims line detail will be provided) provided to Vendors in connection with this RFP.			
79.	What has your "star rating" been each year over the last three years (ie: 2022 through 2024)?			
80.	Describe your plans for CMS Star Rating maximization.			
81.	How has the new star rating approach impacted your ability to deliver care for Group MA-PD participants?			
82.	What have your average rate increases for group MA-PD plans been over the past 5 years?			
83.	Confirm that if your organization does not achieve a star rating of 4 or better for each year of the LGHIB contract, you will be responsible for reimbursing LGHIB 100% of the lost CMS revenue associated with receiving less than a 4 star rating. Confirm that all pricing would reflect a minimum star rating of 4.			
84.	Describe your approaches to risk adjustment. Include in your response any innovative programs you use to improve the accuracy of the risk scores and any increase in scores you have been able to achieve.			
85.	How do your risk adjustment strategies impact the pharmacy risk score.			
<b>Member Website and Mobile App</b>		<b>Answer</b>	<b>Additional Answer (if additional space needed)</b>	<b>Confidential (Y)</b>
86.	Describe web-based tools and content available to retirees .			

# MAPD RFP – Overall

87.	<p>Please state whether your Member Website and Mobile App provides the following:</p> <ul style="list-style-type: none"> <li>- Plan design, including member copayments</li> <li>- Ability to print ID cards and request replacement cards</li> <li>- Ability to contact member services online</li> <li>- Star Ratings</li> <li>- Contact information for LGHIB, its other vendors, and links to their websites</li> <li>- Online access to forms</li> <li>- Ability to review/select incentives (i.e. gift cards) if/when they are available to the member</li> <li>- Formulary</li> <li>- Health and drug information</li> <li>- Claims history</li> <li>- Drug pricing tool</li> <li>- Provider directory and provider search for providers that accept Medicare</li> <li>- Directions to provider’s office provided by MapQuest or other mapping/directional apps</li> <li>- Online appointment scheduler</li> <li>- Pharmacy locator tool</li> <li>- Status of mail order (including Specialty) requests</li> <li>- Specialty pharmacy information</li> </ul>			
88.	<p>Confirm vendor’s mobile app allows members to submit prescriptions electronically and this technology will be available to LGHIB on January 1, 2025 at no additional cost.</p>			
89.	<p>The Vendor agrees to allow LGHIB with access to its member website with a dummy login prior to the go-live date.</p>			
	<b>Eligibility</b>	<b>Answer</b>	<b>Additional Answer (if additional space needed)</b>	<b>Confidential (Y)</b>
90.	<p>Eligibility Rules: The Vendor agrees to the specified eligibility rules, which can be located on the LGHIB website, established by LGHIB for covered parties.</p>			

## MAPD RFP – Overall

91.	Eligibility Questions. The Vendor agrees to communicate directly with LGHIB staff regarding any uncertain claimant eligibility situations before notifying the claimant directly of an ineligible status.			
92.	Confirm there will be no minimum participation requirements.			
93.	Vendor agrees that maintenance of eligibility will be compliant with the requirements of HIPAA standards.			
94.	Vendor will coordinate with the LGHIB and the LGHIB's benefits administration system vendor, on eligibility related issues. Vendor must accept various file formats, media, and schedules, including daily or even real-time updates at no additional cost.			
95.	Vendor agrees to provide an electronic file of all active subscribers and dependents to compare and validate the Vendors enrollment information against that maintained by LGHIB. This file will be made available daily, weekly, or monthly as requested by LGHIB. The Vendor will participate in the reconciliation of any mismatches and will make needed eligibility file updates to ensure only eligible subscribers and dependents have access to benefits.			
96.	Confirm that your present system is capable of handling more than one file in a day if requested by the LGHIB.			
97.	Confirm that you will be responsible for validating participant eligibility through CMS.			
98.	Does your system have the capability to store more than one address per Enrollee, not including a confidential mailing address?			
99.	Vendor must use the subscriber's contract number (assigned by the LGHIB) as the unique member identifier.			
100.	Confirm that members entering your plan that have been diagnosed with End Stage Renal Disease (ESRD) will be covered.			
101.	Confirm that you agree that retirees who are disabled and on Medicare, but who are under age 65, are eligible for the MAPD PPO plan(s) proposed.			

# MAPD RFP – Overall

	General Requirements	Answer	Additional Answer (if additional space needed)	Confidential (Y)
102.	Vendor will respond to member appeals, complaints and grievances in full compliance with applicable regulations.			
103.	Vendor agrees to assume fiduciary responsibility for all benefit claims and appeal decisions – urgent, first level, second level, and final level.			
104.	Vendor confirms that it will maintain all documents pertaining to plan design decisions and intent. If during an audit Vendor is not able to provide documentation of LGHIB intent, Vendor will agree to honor LGHIB's intent (verbal or through a member communication document).			
105.	Vendor agrees to act in compliance with all applicable regulations. Vendor agrees to notify LGHIB of any changes needed to remain in compliance with health care reform laws.			
106.	Vendor agrees to provide regulatory support to LGHIB (compliance, reporting, etc.) to help ensure plan offering is compliant with any reporting and other regulatory requirements mandated by law at no additional cost to the LGHIB.			
107.	Please confirm that you will provide detailed plan experience upon LGHIB's request and at each renewal, including monthly claims and enrollment (split between medical and Rx and broken out by plan), including reporting on CMS payments to the plan.			
108.	Vendor will adjudicate claims based on the LGHIB's plan design. Any claim payments or adjustments that the Vendor interprets as not in compliance with the approved plan or that require a policy decision shall be made only upon written authorization from the LGHIB management or as delegated in writing to authorized personnel by the LGHIB.			

# MAPD RFP – Overall

109.	The Vendor shall use its best efforts in the exercise of its authority and the performance of its duties under this Agreement. The Vendor shall defend, indemnify and hold harmless LGHIB, the medical plan, and their directors, officers, fiduciaries and employees from and against all liabilities, claims, lawsuits, settlements, judgments, costs, penalties and expenses (including attorney's fees and court costs) arising out of a breach of the Agreement by the Vendor or the negligence or dishonest, fraudulent or criminal acts or failure to act of or by the Vendor (including the Vendor's directors, officers, employees, agents or subcontractors, acting alone or in collusion with others).			
110.	Vendor agrees to absorb any programming or other administrative costs to meet any existing or future requirements of federal law or regulation.			
111.	Vendor processes, systems, and reporting will be in full compliance with federal and state requirements, and compliant with HIPAA for acceptance of claim transactions. Any fines related to non-compliance will be Vendor's sole responsibility.			
	<b>Implementation</b>	<b>Answer</b>	<b>Additional Answer (if additional space needed)</b>	<b>Confidential (Y)</b>
112.	Describe your implementation process, including a high level timeline.			
113.	If you will use an implementation manager, please provide name, years of experience and number of years with your firm.			
114.	The Vendor agrees to waive any charges to LGHIB or the LGHIB's vendors such as a set-up fee, a programming fee, or a monthly fee, for establishing a connection with a Third Party Administrator/Claims processor for real-time, bidirectional data integration, including non-standard data integration formats.			
115.	Vendor confirms that all required tasks associated with implementation will be performed at no additional cost.			



# MAPD RFP – Overall

116.	Vendor will provide a dedicated implementation manager who will provide assistance during the transition/pre-implementation and implementation process and participate in regularly scheduled status meetings (at least weekly) with LGHIB.			
117.	Vendor will maintain an implementation project plan and issue log documenting all implementation issues, actions, due dates and responsible parties. Implementations must be supported year round as required by LGHIB. Please provide a sample of what the implementation project plan may look like.			
118.	Vendor agrees to fully fund post-implementation audits to ensure a seamless transition for LGHIB retirees (please specify funding credit amount and any other information in the response).			
119.	The Vendor agrees to load all current prior authorizations, open refills, specialty transfer files, claim history files, and accumulator files that exist for current members from the existing Vendor at NO charge to LGHIB (with no charges being deducted from the implementation allowance for file loading or IT).			
120.	Describe your process for ensuring continuity of care during transition.			
<b>Contract Terms</b>		<b>Answer</b>	<b>Additional Answer (if additional space needed)</b>	<b>Confidential (Y)</b>
	The successful Vendor who is awarded the contract is expected to agree to the following contract terms and conditions. Please respond with Agree or Disagree. If disagree, please provide detail in column provided.			
<b>Term/Termination</b>		<b>Answer</b>	<b>Additional Answer (if additional space needed)</b>	<b>Confidential (Y)</b>

# MAPD RFP – Overall

121.	The Vendor agrees to a three-year Initial Term effective January 1, 2025. The LGHIB shall have two, one-year options for extending this contract. The Vendor will provide pricing for each year of the contract, including any extensions.			
122.	The Vendor acknowledges and understands that this contract is not effective until it has received all requisite state government approvals, and the Vendor shall not begin performing work under this contract until notified to do so by the LGHIB. The Vendor is entitled to no compensation for work performed prior to the effective date of this contract.			
123.	Termination for Convenience: The LGHIB may terminate performance of work under the Contract in whole or in part whenever, for any reason, the LGHIB, in its sole discretion determines that such termination is in the best interest of the LGHIB. In the event that the LGHIB elects to terminate the contract pursuant to this provision, it shall so notify the Vendor by certified or registered mail, return receipt requested. The termination shall be effective as of the date specified in the notice. In such event, the Vendor will be entitled only to payment for all work satisfactorily completed and for reasonable, documented costs incurred in good faith for work in progress. The Vendor will not be entitled to payment for uncompleted work, or for anticipated profit, unabsorbed overhead, or any other costs.			

# MAPD RFP – Overall

124.	Termination for Bankruptcy: The filing of a petition for voluntary or involuntary bankruptcy of a company or corporate reorganization pursuant to the Bankruptcy Act shall, at the option of the LGHIB, constitute default by the Vendor effective the date of such filing. The Vendor shall inform the LGHIB in writing of any such action(s) immediately upon occurrence by the most expeditious means possible. The LGHIB may, at its option, declare default and notify the Vendor in writing that performance under the contract is terminated and proceed to seek appropriate relief from the Vendor.			
125.	Termination for Default: The LGHIB may, by written notice, terminate performance under the contract, in whole or in part, for failure of the Vendor to perform any of the contract provisions. In the event the Vendor defaults in the performance of any of the Vendor material duties and obligations, written notice shall be given to the Vendor specifying default. The Vendor shall have 10 calendar days, or such additional time as agreed to in writing by the LGHIB, after the mailing of such notice to cure any default. In the event the Vendor does not cure a default within 10 calendar days, or such additional time allowed by the LGHIB, the LGHIB may, at its option, notify the Vendor in writing that performance under the contract is terminated and proceed to seek appropriate relief from the Vendor.			

# MAPD RFP – Overall

126.	Termination for Unavailability of Funds: Performance by the LGHIB of any of its obligations under the contract is subject to and contingent upon the availability of monies lawfully applicable for such purposes. If the LGHIB, in its sole discretion, deems at any time during the term of the contract that monies lawfully applicable to this agreement shall not be available for the remainder of the term, the LGHIB shall promptly notify the Vendor to that effect, whereupon the obligations of the parties hereto shall end as of the date of the receipt of such notice and the contract shall at such time be cancelled without penalty to the LGHIB or the state of Alabama.			
127.	Termination Procedures: Upon termination or other expiration of the contract as a result of this RFP, all data, records, files and the like along with the appropriate guides, instructions, manuals, etc. that are held for the purpose of performance under the contract, shall be surrendered in a current and updated form to the LGHIB. With the exception of the foregoing, each party shall forthwith return any copyrighted or proprietary documents, documentation, or other materials of the other held by each for the purpose of performance under the contract.			
128.	The Vendor and the LGHIB will assist the other in the orderly termination of the contract and the transfer of all aspects hereof, tangible and intangible, as may be necessary for the orderly, non-disruptive business continuation of each party.			

# MAPD RFP – Overall

129.	<p>The Vendor agrees to send at least 36 months of claims history data, all current prior authorizations, open refills, specialty transfer files, and accumulator files that exist for LGHIB participants to the next/successor Vendor at NO charge if LGHIB terminates the contract with or without cause or upon the expiration of the contract. Transition of data will begin immediately following notification of termination and must be complete within 90 days of that notification. Within 14 days of notification, Vendor must provide files as of the notification date. Vendor must provide all data on a rolling basis at least once every 30 days thereafter until all LGHIB data has been provided to the succeeding Vendor or to LGHIB as directed.</p>			
<b>Contract Requirements</b>		<b>Answer</b>	<b>Additional Answer (if additional space needed)</b>	<b>Confidential (Y)</b>
130.	<p>Contract: This RFP and the Vendor’s response thereto shall be incorporated into a contract by the execution of a formal agreement (Appendix A – LGHIB Contract). The contract shall include the following:                      A.Executed contract;                      B.RFP, attachments, and any amendments thereto; and                      C.Vendor’s response to the RFP.                      D.Compliance with State and Federal Regulations</p>			
131.	<p>Compliance with State and Federal Regulations: The Vendor shall perform all services under the contract in accordance with applicable federal and state statutes and regulations. The LGHIB retains full operational and administrative authority and responsibility over the LGHIB, as the same may be amended from time to time.</p>			
132.	<p>Contract Amendments: No alteration or variation of the terms of the contract shall be valid unless made in writing and duly signed by the parties thereto. The contract may be amended by written agreement duly executed by the parties. Every such amendment shall specify the date its provisions shall be effective as agreed to by the parties.</p>			

# MAPD RFP – Overall

133.	Equitable Adjustment: The contract shall be deemed to include all applicable provisions of the LGHIP and of all state and federal laws and regulations applicable to the LGHIB, as they may be amended. In the event of any substantial change in such Plan, laws, or regulations, that materially affect the operation of the LGHIP or the costs of administering such Program, either party, after written notice and before performance of any related work, may apply in writing to the other for an equitable adjustment in compensation caused by such substantial change.			
134.	HIPAA Compliance: All Vendor systems and services must be in compliance with the HIPAA Electronic Data Interchange (EDI), Privacy, and Security regulations on the appropriate dates established by the Department of Health & Human Services.			
135.	The Vendor shall indemnify, defend and hold harmless LGHIB, its officers, directors, employees and agents and affiliates from and against any and all claims, actions, demands, costs, and expenses, including reasonable attorney fees and disbursements, as a result of a breach by the Vendor, or any of its subcontractors, of any of its obligations under the Agreement or arising out of the negligent act or omission or willful misconduct of the Vendor or its employees or agents.			
136.	The indemnification set forth above shall cover a breach of protected health information.			
137.	The Vendor acknowledges that it is compliant with the EDI, Privacy and Security Rules of the Health Insurance Portability and Accountability Act (“HIPAA”) and will execute the appropriate Business Associate Addendum (“BAA”). Vendor also agrees that in the event of a privacy violation or data breach, that the Vendor will notify LGHIB and the impacted members to a breach and provide any required remedies.			

# MAPD RFP – Overall

138.	The Vendor shall maintain written security policies and safeguards that meet industry standards for an entity of the size and resources of the Vendor and for the nature of the protected health information that the Vendor receives, accesses, stores and transmits. The Vendor agrees to notify LGHIB within ten (10) business days of any breach of protected health information.			
139.	Pursuant to requirements of the HIPAA, the successful Vendor shall sign and comply with the terms of a Business Associate Agreement with the LGHIB (Appendix B – Business Associate Agreement)			
140.	Security and Release of Information: The Vendor shall take all reasonable precautions to ensure the safety and security of all information, data, procedures, methods, and funds involved in the performance under the contract, and shall require the same from all members so involved. The Vendor shall not release any data or other information relating to the LGHIB without prior written consent of the LGHIB. This provision covers both general summary data as well as detailed, specific data. The Vendor shall not be entitled to the use of LGHIB data in its other business dealings without prior written consent of the LGHIB.			
141.	Contract a Public Record: Upon signing of this contract by all parties, the terms of the contract become available to the public pursuant to Alabama law. The Vendor agrees to allow public access to all documents, papers, letters, or other materials subject to current Alabama law on disclosure. It is expressly understood that substantial evidence of the Vendor 's refusal to comply with this provision shall constitute a material breach of contract.			
142.	Proration of Funds: In the event of proration of the funds from which payment under this contract is to be made, this contract will be subject to termination.			

# MAPD RFP – Overall

143.	Employment of LGHIB Staff: The Vendor shall not knowingly engage on a full-time, part-time, or other basis during the period of the contract any professional or technical personnel, who are or have been in the employment of the LGHIB during the previous twenty-four (24) months without the written consent of the LGHIB. Certain LGHIB members may be subject to more stringent employment restrictions under the Alabama Code of Ethics, §36-25-1 et seq., code of Alabama 1975.			
144.	Immigration Compliance: The Vendor will not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Vendor represents and warrants that it is in compliance with the provisions of the Beason-Hammon Alabama Taxpayer and Citizen Protection Act (Ala. Code § 31-13-1, et seq., (1975)) and must execute and submit a Certificate of Compliance, attached hereto as Appendix E - Beason-Hammon Certificate of Compliance. Pursuant to Ala. Code §31-13-9(k), by signing any resulting contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.			



# MAPD RFP – Overall

145.	<p>Novation: In the event of a change in the corporate or company ownership of the Vendor, the LGHIB shall retain the right to continue the contract with the new owner or terminate the contract. The new corporate or company entity must agree to the terms of the original contract and any amendments thereto. During the interim between legal recognition of the new entity and LGHIB execution of the novation agreement, a valid contract shall continue to exist between the LGHIB and the original Vendor. When, to the LGHIB's satisfaction, sufficient evidence has been presented of the new owner's ability to perform under the terms of the contract, the LGHIB may approve the new owner and a novation agreement shall be executed.</p>			
146.	<p>Employment Basis: It is expressly understood and agreed that the LGHIB enters into this agreement with the Vendor and any subcontractor as authorized under the provisions of this contract as an independent contractor on a purchase of service basis and not on an employer-employee basis and not subject to the Alabama State Merit System law.</p>			

# MAPD RFP – Overall

147.	<p>Disputes and Litigation: Except in those cases where the proposal response exceeds the requirements of the RFP, any conflict between the response of the Vendor and the RFP shall be controlled by the provisions of the RFP. In the event of any dispute between the parties, senior officials of both parties shall meet and engage in a good faith attempt to resolve the dispute. Should that effort fail, and the dispute involves the payment of money, a party's sole remedy is the filing of a claim with the Board of Adjustment of the State of Alabama. For any and all other disputes arising under the terms of this contract which are not resolved by negotiation, the parties agree to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation. Such dispute resolution shall occur in Montgomery, Alabama, utilizing where appropriate, mediators selected from the roster of mediators maintained by the Center for Dispute Resolution of the Alabama State Bar.</p>			
148.	<p>The Vendor's sole remedy for the settlement of any and all disputes involving the payment of money arising under the terms of this contract shall be limited to the filing of a claim with the Board of Adjustment for the State of Alabama. Pending a final decision of a dispute hereunder, the Vendor must proceed diligently with the performance of the contract in accordance with the disputed decision. In no event shall Vendor undertake unilateral offset against any monies due and owed LGHIB.</p>			

# MAPD RFP – Overall

149.	Records Retention and Storage: The Vendor shall maintain financial records, supporting documents, statistical records, and all other records pertinent to the LGHIB Program for a period of three years from the date of the final payment made by the LGHIB to the Vendor under the contract. However, if audit, litigation, or other legal action by or on behalf of the LGHIB has begun but is not completed at the end of the three-year period, or if audit findings, litigation, or other legal action have not been resolved at the end of the three-year period, the records shall be retained until resolution.			
150.	Inspection of Records: The Vendor agrees that representatives of the LGHIB and their authorized representatives shall have the right during business hours to inspect and copy the Vendor's books and records pertaining to contract performance and costs thereof. The Vendor shall cooperate fully with any such requests and shall furnish free of charge copies of all requested records. The Vendor may require that a receipt be given for any original record removed from the Vendor 's premises.			
151.	Notices to Parties: Any notice to the LGHIB under the contract shall be sufficient when mailed to the Chief Executive Officer. Any notice to the Vendor shall be sufficient when mailed to the Vendor at the address given on the return receipt from this RFP or on the contract after signing. Notice shall be given by certified mail, return receipt requested.			
152.	Disclosure Statement: The successful Vendor shall be required to complete a financial disclosure statement (Appendix C - Disclosure Statement) with the executed contract.			

# MAPD RFP – Overall

153.	Not to Constitute a Debt of the State: Under no circumstances shall any commitments by the LGHIB constitute a debt of the State of Alabama as prohibited by Article XI, Section 213, Constitution of Alabama of 1901, as amended by Amendment 26 It is further agreed that if any provision of this contract shall contravene any statute or Constitutional provision or amendment, whether now in effect or which may, during the course of this Contract, be enacted, then that conflicting provision in the contract shall be deemed null and void.			
154.	Choice of Law: The construction, interpretation, and enforcement of this contract shall be governed by the substantive contract law of the State of Alabama without regard to its conflict of law provisions. In the event any provision of this contract is unenforceable as a matter of law, the remaining provisions will remain in full force and effect.			
155.	Force Majure: The parties shall be excused from performance hereunder for any period in which the parties are prevented from performing any services pursuant hereto in whole or in part as a result of an act of God, war, civil disturbance, epidemic, or court order; such nonperformance shall not be a ground for termination for default.			
156.	Non-Discriminatory Compliance: Vendor represents and warrants that it will comply with the requirements of the Americans with Disabilities Act (ADA) and with all applicable federal and state laws, rules and regulations implementing the foregoing statutes with respect to nondiscrimination in employment.			
157.	In compliance with Alabama Act 2023-409, Vendor provides written verification that Vendor, without violating controlling law or regulation, does not and will not, during the term of the contract engage in economic boycotts as the term “economic boycott” is defined in Section 1 of the Act.			

# MAPD RFP – Overall

158.	In accordance with Alabama Act 2016-312, Vendor represents and warrants that it is not currently engaged in and will not engage in the boycott of a person, or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.			
159.	Services Performed in the United States: Vendor will not render or administer services offshore, and all work performed will be in the United States. The transmission, transportation, or storage of LGHIB data outside the United States, or access to LGHIB data from outside the United States, is prohibited except on prior written authorization by the LGHIB.			
160.	Waivers: No covenant, condition, duty, obligation, or undertaking contained in or made a part of the contract shall be waived except by written agreement of the parties.			
161.	Workers Compensation: Vendor shall take out and maintain, during the life of this contract, Worker's Compensation Insurance for all of its employees under the contract or any subcontract thereof, if required by state law.			
162.	Assignment: The Vendor agrees that this Agreement or any of the functions to be performed hereunder shall not be assigned by either party to another party, absent advance notice to the other party, and written consent to said assignment, which consent shall not be unreasonably withheld. In the event either party shall not agree to an assignment by the other party, then this agreement shall terminate upon the effective date of said assignment.			

# MA-PD RFP - Privacy/Security

	Questions	Answer	Additional Answer (if additional space needed)	Confidential (Y)
1.	Does the bidder's network CONTAIN ANY LGHIB business data, regardless of data classification? If Yes, Does the bidder support Strong Authentication? The preferred method is to setup Federation with the bidder using SAML2.0, OAuth, etc., but we may allow a user ID, password, and an additional multifactor authentication method for remote access to their network? Approved forms of multifactor authentication are, but not limited to, SMS, Email, Phone Call, or Mobile application-based authenticators.			
2.	Audit: Will the Vendor allow LGHIB the right to audit the Vendor's disposition on all requirements contained in this document?			
3.	Describe your process for vetting the privacy, security, HIPAA compliance and readiness of your sub-contractors.			
4.	Encryption in Flight: Does the Vendor utilize TLS or IPSEC-based mechanisms for encrypting ANY LGHIB data in flight that egresses the Vendor's network? Email communications between LGHIB and Vendor are included.			
5.	Data at Rest: Does the Vendor utilize disk or device encryption for data at rest on mobile devices? Mobile devices include, but are not limited to, laptops, mobile phones, and USB storage devices.			
6.	Geographic Location: Are all assets located in approved countries/locations (including the disaster recovery locations)?			

7.	Verified Email: Can the Vendor set up an email verification protocol such as DKIM, DMARC, or SPF with LGHIB? TLS must be enabled to protect email during flight.			
8.	Email Controls: Does the Vendor implement appropriate email controls to prevent malicious emails from reaching users? Email controls include, but are not limited to, anti-spam, anti-phishing, antivirus.			
10a.	Endpoint Controls: Does the Vendor protect all workstations and servers with antivirus with current definitions and protections?			
10b.	Does the Vendor patch operating system and 3rd party applications in a timely manner?			
10.	Physical Access: Does the Vendor physically secure access to their IT systems (equipment) via badge or other mechanism?			
11.	Guest Network: Does the Vendor separate their guest network from their corporate network?			
13a.	Authorized Users: Can the Vendor limit access to LGHIB data to authorized users only?			
13b.	Can the Vendor audit authorized users access to LGHIB data no less than quarterly?			
13c.	Can the Vendor provide login and audit logs for LGHIB data access upon request within 24 hours?			
13.	Audit Logs: Does the Vendor maintain a minimum of 90 days of logging and audit information? Does the logging and audit information include authentication logs, remote access logs, and firewall logs at a minimum?			

14.	<p>Identity: Does the system only contain information which is not LGHIB-, employee-, or dependent-related? Examples include Library Information Services.</p> <p>If Not, Does the system CONTAIN ANY LGHIB business data, regardless of data classification?</p> <p>If Yes, Does the bidder support Strong Authentication by federation using SAML 2.0 for all services (web, mobile, or installed application)?</p> <p>Does the bidder support disabling user ID and password authentication to your services for all services (web, mobile, or installed application)? Is this system to be accessed by LGHIB personnel and dependents?</p> <p>If Yes, Does the bidder support Strong Authentication using user ID, password, and an additional multifactor authentication method? Approved forms of strong authentication are, but not limited to, SMS, Email, Phone Call, or Mobile application-based Authenticators.</p>			
15.	<p>Independent Audit Report: Can the Vendor provide SSAE16 SOC 2 Type 2 and/or Security Questionnaire, which will be reviewed annually and approved by a member of LGHIB's IT Security team?</p>			
16.	<p>Incident Response: Can the Vendor provide LGHIB notification of security incidents and data breaches within 24 hours of discovery?</p>			
17.	<p>Can the Vendor provide progress updates on remediation efforts for security incidents and data breaches on a no less than 24-hour basis?</p>			
18.	<p>Can the Vendor honor LGHIB's written request, at any time, to disable access to LGHIB data?</p>			



19.	Data Migration: Is the Vendor able to utilize ENCRYPTED storage via AES 256 when transferring data? Example of storage is USB stick or disk.			
20.	Login Audits: Can the Vendor provide LGHIB login audit log upon request within 24 hours, including at a minimum user ID, source IP address, and an indication of successful or failed login?			
21.	Confirm that if you are awarded the contract, you agree to complete LGHIB's regularly scheduled data security assessment questionnaires and to pass a data security evaluation together with those administered in this RFP process.			
22.	All new or renewing business relationships with Vendors who host LGHIB data must successfully complete a "Fit For Use" full system assessment prior to execution of a contract and prior to receiving LGHIB data. Confirm that if you are the successful Vendor, you will agree to complete such an assessment.			

# MA-PD RFP - Current Plan Designs

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Current Plan Designs	
1.	<p>A summary of current Medicare-eligible retiree benefits is attached in Exhibit A. The MA-PD PPO should function as a passive PPO that provides the same level of benefits for retirees when they see a provider outside the network that accepts Medicare. The national MA-PD PPO plan you propose must meet all CMS requirements, and any benefits not delineated in the plan design must be covered at least at the minimum requirement set by CMS. Vendors may not deviate downward from these plan designs in any manner other than to meet CMS requirements. You may offer supplemental benefits and/or enhanced benefits as long as they are at no cost to LGHIB and its membership.</p> <p>Visit <a href="https://www.lghip.org/member/retirees/medicare-retirees">https://www.lghip.org/member/retirees/medicare-retirees</a> an overview of the current plan designs.</p>

# MA-PD RFP - Requested Plan Designs

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Requested Plan Designs	
1.	LGHIB would like the bidding carriers to match the current plan designs as closely as possible. Any deviations must be noted, including justification for deviations.

# MA-PD RFP - Rate Quotes

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	Rate Quotes	Answers
1.	Please outline any implementation, communication and general program management credits that you would be willing to give to LGHIB for each of the contract years.	
2.	Will you be providing any cap or renewal guarantee beyond the initial 3-year term? If yes, please specify.	
3.	Please provide annual Gain Sharing arrangements, based on medical loss ratios for each year.	

# MA-PD RFP - Bidder Contacts

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Please list the name, phone, email address and other contact information for the <b>primary person responsible for this proposal:</b>	
<b>Name:</b>	
<b>Title:</b>	
<b>Address:</b>	
<b>Address:</b>	
<b>City, State, Zip:</b>	
<b>Phone</b>	
<b>Fax</b>	
<b>Email:</b>	
<b>Mobile Phone:</b>	

Please list the name, phone, email address and other contact information for a <b>back-up contact person:</b>	
<b>Name:</b>	
<b>Title:</b>	
<b>Address:</b>	
<b>Address:</b>	
<b>City, State, Zip:</b>	
<b>Phone</b>	
<b>Fax</b>	
<b>Email:</b>	
<b>Mobile Phone:</b>	

# MA-PD RFP – Proposal Sign-off Sheet

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I understand and agree to comply with the requirements identified within this proposal. Any exceptions are documented and attached to this sign-off sheet:

- The fees submitted in this proposal apply to retirees of LGHIB
- The plan intends to begin coverage for LGHIB retirees on January 1, 2025
- There are no stipulations, qualifiers or contingencies attached to the submitted fees

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Company Name

---

Job Title

---

Date

---

Telephone Number

---

Email Address