

REQUEST FOR PROPOSAL TO PROVIDE MEDICAL AND DENTAL ADMINISTRATIVE SERVICES ONLY (ASO) LGHIB

1 Introduction/Purpose

1.1 Introduction

The Local Government Health Insurance Board (LGHIB) requests proposals for the procurement of medical and dental Administration Services Only (ASO) described herein.

In 1993, the Local Government Health Insurance Plan (Plan) was created 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 LGHIB also administers a work related injury program for Alabama counties as described later in this RFP. The Plan is overseen by a 9-member Board of Directors.

As of 2023, the LGHIB provides health and dental benefits to over 670 counties, municipalities and quasi-governmental agencies throughout Alabama. These benefits are available to all full-time employees and their eligible dependents. In addition, some of these local agencies elect to provide coverage to their eligible non-Medicare retirees. Currently, about 30,000 contracts (60,000 members) are covered. The plan is self-insured with administration services currently provided by Blue Cross and Blue Shield of Alabama (BCBS). BCBS provides comprehensive claims administration services for the plan. Services include providing networks with hospitals, physicians, and dental providers; providing medical services that include inpatient hospital precertification, concurrent review, case management, disease management, and outpatient certification of selected ambulatory surgical and diagnostic procedures.

BCBS also administers the LGHIB dental plan and work related injury program. OptumRx is the current pharmacy benefit manager.

For additional information go to the LGHIB website: www.lghip.org.

1.2 Purpose

The LGHIB is seeking an experienced Vendor that can provide comprehensive administration services for active employees and non-Medicare eligible retirees in the following areas:

- Claims Adjudication;
- Eligibility Maintenance;
- Patient and Provider Education;
- 100% Pass Through of Medical Drug Rebates;
- Data Reporting;
- Distribution of ID Cards;
- Complete Availability of IT Services, Including Online/Real Time Availability to LGHIB or its designee(s);
- Pricing Administration;
- Member Services, including Quality and Functionality of Member Website and Mobile App;

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- Clinical Programs;
- Provider Network Management;
- Medical Services;
- Utilization Management;
- Consultative Services; and
- Dental Services.

The Scope of Work is described in Section 5.

The LGHIB has retained Mercer Health & Benefits, LLC. to assist with the RFP process, including evaluation of proposals. Each proposal will be evaluated in accordance with the LGHIB's selection criteria, including but not limited to, the factors listed below:

- Qualifications of the firm, including experience with large membership bases, longevity, financial strength, and staffing;
- Flexibility and ability to customize;
- Value of programs and services, taking into consideration the requirements of the RFP, proposed services and any "value added" service levels, terms, and conditions;
- Proven track record of success, competence, and reputation; and
- Cost of the proposed services.

All Vendor must meet the minimum vendor qualifications, scope requirements, contractual requirements, and general conditions set forth in this RFP and respond thoroughly, yet succinctly, to the specific questions asked.

2 Response Instructions

2.1 Instructions for Submitting Proposal

Please read the entire RFP and submit an offer in accordance with the instructions. All forms in the RFP must be completed in full and submitted along with the technical response and price proposal which, combined, will constitute the offer. This RFP and your response, including all subsequent documents provided during this RFP process will be incorporated in the contract terms between the parties. As such, LGHIB will consider the proposal an integral part of the contract and all representations made in the proposal shall be honored.

Detailed instructions for completion and submission of your proposal are provided in the RFP. Questions regarding clarification or interpretation of any section within this RFP should be submitted via email to Keith Hanson at keith.a.hanson@mercer.com by March 11, 2024, at 5:00 P.M. Central Time. It is vendor's responsibility to understand the requirements of this RFP with the obligation to ask questions for any issue that it does not fully understand or for which it needs clarification as to meaning. Answers to questions regarding clarification or interpretation of any section within this RFP will be provided to Vendor's who have submitted an Intent to Propose form.

2.2 Timeline

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LGHIB reserves the right to amend the RFP and adjust this schedule as it deems necessary. The RFP, all updates and addenda, etc., will be available on the LGHIB website at www.lghip.org.

Activity	Date
Release of RFP	February 27, 2024
Deadline for Submitting Intent to Propose and Non-Disclosure Agreement (NDA) forms	March 5, 2024, 5:00 pm CST
Deadline for Submitting Vendor Questions	March 11, 2024, 5:00 pm CST
Proposal Submission Deadline	April 8, 2024, 5:00 pm CST
Finalist Interviews	April 29 th -May 2 nd
Award Contract	June 2024
Contract Effective Date	January 1, 2025

2.3 Intent to Propose and Data Non-Disclosure Forms

Reference Documents (e.g., demographics, claims) will be provided only to Vendors that have completed, signed and submitted the provided *Intent to Propose, Non-Disclosure Agreement (NDA forms to Mercer Health & Benefits, LLC*.

Vendor must email all forms directly to Keith Hanson at keith.a.hanson@mercer.com, by March 5, at 5:00 PM Central Time.

It is the Vendor's sole responsibility to assure delivery directly to the Consultant by the designated deadline. The *Intent to Propose* form should indicate your organization's primary contact, direct telephone number, and e-mail address. The NDA should include the name and email address of your designated data recipient. Reference documents will be provided via Proofpoint secure email by Mercer Health & Benefits, LLC.

2.4 Proposal Format and Delivery

Final proposals must be submitted only via email to keith.a.hanson@mercer.com, by April 8, 2024, at 5:00 P.M. Central Time. After that time, Vendors responses will not be accepted. In addition to the complete proposal submission, the Vendor must also provide one copy of their proposal submission with all proprietary and confidential information redacted.

From the date this RFP is released until a Vendor is selected and announced by the LGHIB, all communication must be directed to:

Mr. Keith Hanson
Principal
Mercer Health & Benefits, LLC.
Keith.a.hanson@mercer.com

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Vendors are not allowed to communicate concerning this RFP with any LGHIB member or employee except as provided by existing work agreements. For violation of this provision, LGHIB reserves the right to reject the proposal of the violator.

Regardless of cause, late proposals will not be accepted, and will be disqualified from further consideration.

In the event a proposal is jointly submitted by more than one organization, one of the organizations must be designated as the prime Contractor. This prime Contractor must perform not less than eighty percent (80%) of the work to be proposed (as measured by price). All other participants in such proposal shall be designated as subcontractors.

Subsequent to review of the proposals, discussions for the purpose of clarification to assure full understanding of and responsiveness to the RFP requirements may be conducted, by the Consultant on behalf of the LGHIB, with responsible Vendors who submit proposals determined to have reasonable potential for being selected for an award. In conducting any such discussion, there shall be no disclosure of any information derived from proposals submitted by competing Vendors, including the name of a potential Vendor.

A proposal may not be modified, withdrawn or canceled by the Vendor for a 180-day period following the deadline for proposal submission, or receipt of best and final offer, if required, and the Vendor so agrees in submitting the proposal. A proposal may be withdrawn, only prior to the proposal submission due date, by submitting to the Consultant a written request for withdrawal, signed by the Vendor.

2.5 Proposal Instructions

All sections must be answered. Many questions within the RFP do not require lengthy responses. When a question does require a written response, please provide a response that is concise and straightforward. Emphasis should be on clarity. DO NOT answer any of the questions by referring to a prior answer or by referring to an attachment. Any such answers will not be considered and will constitute sufficient grounds for proposal rejection. If you have additional information you would like to provide, include it as an appendix to your response. You must indicate in your written response the location of any additional material referenced.

Please address both medical and dental as applicable in your responses to requirements and questions.

All documentation submitted in response to this RFP and any subsequent requests for information pertaining to this RFP, shall become the property of LGHIB and will not be returned to the Vendor.

FAILURE TO PROVIDE ALL REQUESTED INFORMATION MAY RESULT IN DISQUALIFICATION OF YOUR PROPOSAL.

2.6 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 reproduction under Alabama law. Designation as proprietary or confidential may not protect materials included within the proposal from disclosure, if required by law.

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The Vendor should mark or otherwise designate any material that it feels is proprietary or otherwise confidential and state any legal authority as to why that material should not be subject to public disclosure under Alabama open records law. If you feel that a response to a question contains proprietary/confidential information, please redact this info on the "redacted" copy of your proposal with a reason for the exemption noted. If you do not provide a reason for exemption, the question will not be considered answered. Information contained in the Financial Proposal 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.

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 claim that information contained in the proposal is confidential and/or proprietary and any and all claims against the LGHIB for disclosure of Vendor's alleged confidential and/or proprietary information.

2.7 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.

2.8 LGHIB's Rights 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.

2.9 Selection of Vendor

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Vendors, whose proposals are received by the deadline and meet the Minimum Qualifications 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, which includes, but is not limited to, the following:
 - Responses to each section of the RFP; and
 - Analysis of network access and disruption.
- Phase II - Evaluation of Price Proposal Worksheet:
 - based on a network analysis of relative claims cost, plus proposed administration fees. The lowest total claims plus administration cost ("Cost") proposal will receive the maximum allowable 45 points.
 -
- 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; conduct an onsite visit of the Vendor’s facilities; and/or
 - provide best and final offer.

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, 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 decision on the final award 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. LGHIB reserves the right to further clarify and/or negotiate with the Vendor(s) on any matter submitted.

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3 Proposal Conditions

3.1 General

Below are the general conditions for submitting a proposal. By choosing "Agree", Vendor represents the proposal submitted adheres to these conditions, unless otherwise noted in the proposal. Failure to meet any of these conditions may result in disqualification of the proposal. This RFP and your response, including all subsequent documents provided during this RFP process, will become part of the contract terms and Agreement between the parties. If a Vendor takes exception to any of these conditions, it must be so noted in the Proposal Exceptions and Deviations Document of their proposal response. These requirements will also explicitly apply to any subcontractors used by the Vendor to deliver services to the LGHIB.

3.1.1 Any award will be made to the Vendor(s) whose proposal(s) is/are deemed to be in the best interest of the LGHIB. The LGHIB reserves the right to reject any and all proposals.

Single, Radio group.

1: Agree,

2: Disagree, explain: [Unlimited]

3.1.2 Any cost incurred by Vendor in preparing or submitting proposals is Vendor's sole responsibility. Proposals will not be returned.

Single, Radio group.

1: Agree,

2: Disagree, explain: [Unlimited]

3.1.3 Vendor will not be bound by oral explanations or instructions given during the competitive process or after the award of the contract(s). However, the LGHIB reserves the right to request that Vendor put any such oral explanations or instructions into writing and, once in written format, such documentation shall become part of Vendor's proposal for purposes of becoming part of the final agreement.

Single, Radio group.

1: Agree,

2: Disagree, explain: [Unlimited]

3.1.4 Vendor agrees to be bound by its proposal for a period of at least 180 days, during which time the LGHIB and/or Mercer Health & Benefits, LLC may request clarification or correction of the proposal for the purpose of evaluation. Amendments or clarifications shall not affect the remainder of the proposal, but only the portion as amended or clarified.

Single, Radio group.

1: Agree,

2: Disagree, explain: [Unlimited]

3.1.5 Any exceptions to terms, conditions, or other requirements in any part of these specifications must be clearly pointed out in the appropriate section of the proposal. Otherwise, it will be considered that all items offered are in strict compliance with the specifications.

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Single, Radio group.

1: Agree,

2: Disagree, explain: [Unlimited]

3.1.6 All Vendor services must adhere to relevant federal and state laws and regulations.

Single, Radio group.

1: Agree,

2: Disagree, explain: [Unlimited]

3.1.7 Vendor agrees there will be no initial or ongoing commissions or finder's fees payable on any plan or services as a result of this RFP.

Single, Radio group.

1: Agree,

2: Disagree, explain: [Unlimited]

3.1.8 There are NO additional fees (beyond those 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.

Single, Radio group.

1: Agree,

2: Disagree, explain: [Unlimited]

3.1.9 The Vendor agrees that the account will have no minimum participation or contribution requirements.

Single, Radio group.

1: Agree,

2: Disagree, explain: [Unlimited]

3.1.10 The Vendor guarantees the administration fees effective 1/1/25 for three (3) years and any additional optional years elected by LGHIB.

Single, Radio group.

1: Agree,

2: Disagree, explain: [Unlimited]

3.1.11 The Vendor agrees to administer the current medical and dental benefit structures, which can be found at www.LGHIP.org, without deviation.

Single, Radio group.

1: Agree,

2: Disagree, explain: [Unlimited]

3.1.12 The Vendor agrees to allow those employees covered under the LGHIB Work Related Injury Program to have access to its medical networks and receive the same discounted services as offered to other members of the LGHIB plans.

Single, Radio group.

1: Agree,

2: Disagree, explain: [Unlimited]

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3.1.13 The Vendor accepts subscribers (active employees and non-Medicare eligible retirees) and dependent eligibility definitions as defined by the LGHIB1: Agree,
2: Disagree, explain: [Unlimited]

3.1.14 The Vendor agrees to accept eligibility and coverage data file on a daily basis.

Single, Radio group.

1: Agree,
2: Disagree, explain: [Unlimited]

3.1.15 The Vendor must use the employee's contract number (assigned by the LGHIB) as the unique employee identifier.

Single, Radio group.

1: Agree,
2: Disagree, explain: [Unlimited]

3.1.16 Vendor agrees to make changes in a timely manner in such instances where the state or federal government enacts legislation or regulations that impacts the LGHIB and requires such changes.

Single, Radio group.

1: Agree,
2: Disagree, explain: [Unlimited]

3.1.17 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 the Effective Date and annually thereafter and name the LGHIB as an additional insured. Please specify the liability coverage amounts you are offering for this account.

Single, Radio group.

1: Agree, please specify coverage amounts: [Unlimited] ,
2: Disagree, explain: [Unlimited]

3.1.18 Vendor must defend, indemnify, and hold LGHIB harmless against any claim, demand, damages, or legal action which arise, or is alleged to arise, as a result of acts or omissions (i.e., not limited to gross negligence, willful misconduct or fraud) of the Vendor, its directors, officers, members, contract providers, or agents under the terms and conditions of the contract. LGHIB expects vendor to accept unlimited liability for its mistakes, errors, or omissions in the provision of services.

Single, Radio group.

1: Agree,
2: Disagree, explain: [Unlimited]

3.1.19 Vendor agrees to execute the contract within sixty (60) days following receipt, if its proposal is determined to be the apparent winner.

Single, Radio group.

1: Agree,
2: Disagree, explain: [Unlimited]

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3.1.20 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. LGHIB has the right to terminate the contract immediately in the event of 10% or greater change in ownership of Vendor.

Single, Radio group.

- 1: Agree,
- 2: Disagree, explain: [Unlimited]

3.1.21 Vendor agrees to provide its organization's last audited financial statement and the latest SSAE 18 report.

Single, Radio group.

- 1: Agree,
- 2: Disagree, explain: [Unlimited]

3.1.22 Vendor acknowledges and agrees that Vendor has a continuing obligation to disclose any change of circumstances that will affect its qualifications as a Vendor.

Single, Radio group.

- 1: Agree,
- 2: Disagree, explain: [Unlimited]

3.1.23 Vendor agrees that the LGHIB owns its data and that such data will be considered proprietary and will not be shared, except at the LGHIB's request, with full knowledge and express written consent.

Single, Radio group.

- 1: Agree,
- 2: Disagree, explain: [Unlimited]

3.1.24 The Vendor agrees to provide monthly paid claims "raw" data in such detail and format as approved by the LGHIB to the LGHIB's claims analysis Vendor(s).

Single, Radio group.

- 1: Agree,
- 2: Disagree, explain: [Unlimited]

3.1.25 Vendor must notify the LGHIB, in writing, immediately upon identification of system-related problems, programming problems or data transfer problems. Vendor must make every effort necessary to correct such problems within 48 hours regardless of the time or date in order to minimize any disruption to members.

Single, Radio group.

- 1: Agree,
- 2: Disagree, explain: [Unlimited]

3.1.26 Vendor must provide operational and system redundancy and disaster recovery procedures to ensure disruption-free service in the Required Documents section of the RFP.

Single, Radio group.

- 1: Agree,
- 2: Disagree, explain: [Unlimited]

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3.1.27 No covered LGHIB members shall lose or gain coverage as a result of vendor change. All transition-of-care-related issues and non-confinement provisions must be expressly waived for the initial enrollment for covered members that have already satisfied the limitations under the existing plan, unless otherwise specified in the eligibility rules established by the LGHIB.

3.1.28 Vendor agrees to provide Performance Guarantees as they are outlined in the Performance Guarantee tab.

3.1.29 Non-Medicare eligible retiree and active plans and services quoted are exactly the same.

3.1.30 A 60 day or more grace period will apply for payment of all fees.

3.1.31 Vendor agrees that fees must be on an "incurred" basis, meaning that if LGHIB chooses to terminate its contract with you at any point in the future, run-out claims will be adjudicated for 12 months, at no additional cost, or provide a quote for runout fee in the event LGHIB terminates its contract.

3.1.32 You will handle for LGHIB all Federal and state government reporting requirements on their behalf. i.e. New York State, RxDc reporting requirements

3.1.33 Vendor confirms their ability to integrate at no additional cost to a benefits administrator, carved out wellness or engagement platforms, carved out PBM, FSA/HSA vendor, and data warehouse vendor.

3.1.34 All Variable fee and revenue to Vendor are disclosed in the proposal.

3.1.35 Vendor confirms that they will provide an annual accounting and reconciliation that discloses full revenue, separated by program, received by your organization and your subcontractors from LGHIB plans. This information will include, but not be limited to, all variable fees.

3.1.36 The vendor confirms that LGHIB will have open access to their own claims data for use and review as needed.

3.1.37 The Vendor agrees to work with any other LGHIB partner, including but not limited to the LGHIB's PBM, in good faith to provide the LGHIB access to any of its partner's reporting system capabilities and will provide data and information necessary for said system to be implemented as long as reasonable safeguards and firewalls are in place.

3.1.38 The Vendor agrees to create, provide and administer the biometric screening pharmacy network described hereinafter.

3.1.39 The Vendor agrees to directly contract with at least one vendor to perform the LGHIB Worksite Wellness Biometric Screenings.

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4 Vendor Information

4.1 Vendor Minimum Qualifications

The Vendor must meet all of the Vendor Minimum Qualifications to submit a valid proposal. The Minimum Qualifications are as follows:

Vendor4.1.1 The LGHIB account must not result in more than a (25%) twenty-five percent increase in total business or forty percent (40%) increase in the Vendor's current Alabama business, as measured by the number of covered contracts in existing medical claims administration accounts for services similar to those required in this RFP.

Single, Radio group.

1: Agree,

2: Disagree, explain: [Unlimited]

4.1.2 The Vendor must have experience adjudicating and paying health and dental claims for at least 100,000 covered lives in Alabama and 500,000 covered lives nationally.

Single, Radio group.

1: Agree,

2: Disagree, explain: [Unlimited]

4.1.3 The Vendor must have been licensed to transact and provide health insurance benefits for at least the past five (5) years in the state of Alabama. Provide the LGHIB the date your organization was licensed to transact medical claim administration services in the state of Alabama.

Single, Radio group.

1: Agree,

2: Disagree, explain: [Unlimited]

4.1.4 The Vendor must not be on probation with the Alabama Department of Insurance. Provide a written confirmation statement as to such.

Single, Radio group.

1: Agree,

2: Disagree, explain: [Unlimited]

1. Confirm that the 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.
2. Confirm that the Vendor's proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same services and is in all respects fair and without collusion or fraud. The Vendor must certify their understanding that collusive bidding is a violation of State and Federal Law and can result in fines, prison sentences, and civil damage award.

4.2 Value Propositions

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In order to provide LGHIB with the non-financial value story offered by your organization, please answer each of the following questions in 1000 words or less

4.2.1 What is unique about your proposal that distinguishes you from your competitors?

4.2.2 Please describe any innovation you have recently implemented.

a. Are in the process of developing

b. And are planning for the future

4.2.3 Please describe any cost savings and/or quality improvement measures you have recently implemented that may be a good fit for LGHIB.

4.2.4 Please provide any additional information specific to LGHIB that you feel is important to be included in the analysis of your strategic cost containment approach.

4.3 Company Overview

4.3.1 Please provide contact information for the individual authorized to answer questions regarding your response to the RFP.

	Response
Contact Name	500 words.
Contact Title	500 words.
Address	500 words.
Telephone Number	500 words.
e-Mail Address	500 words.
Company URL (web address)	500 words.

4.3.2 Please complete the following table:

	Response

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Year Organization Established	500 words.
Total Covered Lives in Your Book-of-Business (2023)	500 words.
Total Covered Lives in Alabama (2023)	500 words.
Percent Lives Covered from Top 10 Clients (2023)	500 words.
Total Number of Your Organization's Employees (2023)	500 words.

4.3.3 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.

Please provide the following information:

- All Subcontractors should be identified, and a statement included indicating the exact amount of work to be performed by the primary contractor (not less than 80%) and each Subcontractor, as measured by price. Also include in this statement the type of services the subcontractor will provide, the number of years your firm has utilized the subcontractor, and contractual relationship between subcontractor and your company

Please use the table below.

	Name and Address	Type of Service(s)	Years Utilizing this Contractor	Contractual Relationship
1.	<i>Unlimited.</i> Nothing required	<i>Unlimited.</i> Nothing required	<i>Unlimited.</i> Nothing required	<i>Unlimited.</i> Nothing required
2.	<i>Unlimited.</i> Nothing required	<i>Unlimited.</i> Nothing required	<i>Unlimited.</i> Nothing required	<i>Unlimited.</i> Nothing required
3.	<i>Unlimited.</i> Nothing required	<i>Unlimited.</i> Nothing required	<i>Unlimited.</i> Nothing required	<i>Unlimited.</i> Nothing required

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4.	<i>Unlimited.</i> Nothing required	<i>Unlimited.</i> Nothing required	<i>Unlimited.</i> Nothing required
5.	<i>Unlimited.</i> Nothing required	<i>Unlimited.</i> Nothing required	<i>Unlimited.</i> Nothing required

4.3.4 Describe your process for vetting the privacy, security, HIPAA compliance and readiness of your sub-contractors.

1000 words.

4.3.5 Has your organization recently undergone any workforce realignments and/or experienced recent merger or acquisition activity? If so, please describe. Are there any anticipated changes in ownership or business developments, including but not limited to mergers, stock issues, and the acquisition of new venture capital? Please explain.

500 words.

4.3.6 Provide the following financial information:

	Response
a. Current ratio	<i>Unlimited.</i>
b. Days cash on hand	<i>Unlimited.</i>
c. Debt to equity ratio	<i>Unlimited.</i>

4.3.7 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.

500 words.

4.3.8 Describe any staff relocations, computer system changes/upgrades, program changes, or telephone system changes in process at this time or proposed within the next 12-24 months.

500 words.

4.3.9 Describe any parent/subsidiary relationship.

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500 words.

4.3.10 Does your company have any administrative, regulatory, judicial actions or investigations regarding past or current activities? If yes, please explain.

Single, Radio group.

1: Yes: [500 words] ,

2: No

4.3.11 Please provide the following information:

- 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.
- 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.

Whether the Vendor has ever been denied a state license, qualification or certificate of authority. If yes, please describe why.

- 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.
- Describe how Vendor vets employees and/or contract personnel to ensure workforce clearance procedures are followed under HIPAA.
- 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.

Unlimited.

4.4 Experience

4.4.1 Provide statistics regarding membership that receives medical administration services from your firm. Provide statistics further split as requested in the grid, below.

	Total Group Covered Lives	Group Covered Lives in Alabama	Total Number of Employer Groups	Public Sector Covered Lives	Number of Public Sector Groups	Number of Clients with 50,000+ Covered Lives
2022	<i>Integer.</i>	<i>Integer.</i>	<i>Integer.</i>	<i>Integer.</i>	<i>Integer.</i>	<i>Integer.</i>
2023	<i>Integer.</i>	<i>Integer.</i>	<i>Integer.</i>	<i>Integer.</i>	<i>Integer.</i>	<i>Integer.</i>

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4.4.2 How many new groups did your organization add effective January 1, 2024?

Description	2024 New Groups
Actives and Early Retirees	<i>Integer.</i>

4.4.3 What percentage of your 2023 total group membership renewed for the 2024 plan year?

Description	2023 Total Group Member Percentage Renewed in 2024
Actives and Early Retirees	<i>Percent.</i>

4.5 References

4.5.1 Please provide references of three current clients of similar size and industry for which you provide similar services.

	Company Name	Contact Name	Contact Title	Telephone	Email Address	Contract Start Date	Products/Services Offered	Number of Lives Covered
Reference 1	<i>50 words.</i>	<i>50 words.</i>	<i>50 words.</i>	<i>50 words.</i>	<i>50 words.</i>	<i>To the day.</i>	<i>50 words.</i>	<i>Integer.</i>
Reference 2	<i>50 words.</i>	<i>50 words.</i>	<i>50 words.</i>	<i>50 words.</i>	<i>50 words.</i>	<i>To the day.</i>	<i>50 words.</i>	<i>Integer.</i>
Reference 3	<i>50 words.</i>	<i>50 words.</i>	<i>50 words.</i>	<i>50 words.</i>	<i>50 words.</i>	<i>To the day.</i>	<i>50 words.</i>	<i>Integer.</i>

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5 Scope of Work

5.1 General Requirements

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

If financial losses have been experienced during one or both Vendor’s last two fiscal years, the ratio of assets to liabilities must reflect sound financial conditions.

The Vendor must agree to set up a dedicated claims processing unit to provide services to the LGHIB.

The vendor's total organization must be committed to being a leader in the industry and providing excellent service to the LGHIB and its members during the period of the contract preparing for rapid changes in benefits issues, including in context of healthcare reform. This commitment must be demonstrated through proactive, timely, and effective actions, including, but not limited to, the following:

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

Single, Radio group.

1: Confirmed,

2: Not confirmed: [500 words]

5.2 Account Team

5.2.1 Identify the key account management team you propose to work on this account. At a minimum, your team should include an Account Executive, Account Manager, Onsite Service Representative, Member Service Manager, Implementation Coordinator, Claims Manager, Designated Clinical Representative and an IT Coordinator. For each team member listed, identify whether this staff member will be 100% dedicated to the LGHIB account. If the member is not 100% dedicated to the LGHIB, please indicate the percentage of time the staff member will designate to the LGHIB account as well as the number of other clients with which the staff member has responsibilities.

1000 words.

5.2.2 Provide the following information regarding the account service team that would be assigned to this account and confirm that vendor will allow LGHIB to interview and select account service team members if desired. Any planned change in the designated team personnel will be communicated to LGHIB by phone and in writing at least 45 calendar days prior to the effective date, including reason for the personnel change. New team members are expected to undergo the same level of training.

	Name	Location	Years of Industry Experience	Years with Your Firm	Years in Current Position	Number of Accounts	Brief Description of Staff Member’s Job Functions

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						Currently Assigned	
Account Executive	50 words.	50 words.	Integer.	Integer.	Integer.	Integer.	500 words.
Account Manager	50 words.	50 words.	Integer.	Integer.	Integer.	Integer.	500 words.
Onsite Service Representative	50 words.	50 words.	Integer.	Integer.	Integer.	Integer.	500 words.
Member Service Manager	50 words.	50 words.	Integer.	Integer.	Integer.	Integer.	500 words.
Implementation Coordinator	50 words.	50 words.	Integer.	Integer.	Integer.	Integer.	500 words.
Claims Manager	50 words.	50 words.	Integer.	Integer.	Integer.	Integer.	500 words.
Designated Clinical Representative	50 words.	50 words.	Integer.	Integer.	Integer.	Integer.	500 words.
IT Coordinator	50 words.	50 words.	Integer.	Integer.	Integer.	Integer.	500 words.
Other	50 words.	50 words.	Integer.	Integer.	Integer.	Integer.	500 words.

5.2.3 The Vendor agrees to provide a full-time customer service representative at the LGHIB office.

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Single, Radio group.

- 1: Agree,
- 2: Disagree, explain: [Unlimited]

5.2.4 Confirm your understanding and agreement that ALL on-site staff may be subject to a background check.

Single, Radio group.

- 1: Confirmed,
- 2: Not confirmed: [500 words]

5.2.5 Confirm your agreement that the LGHIB reserves the right to accept or decline the onsite service representative both initially and in future contract years.

Single, Radio group.

- 1: Confirmed,
- 2: Not confirmed: [500 words]

5.2.6 Confirm you will have dedicated staff available to the LGHIB staff during the hours of 8:00 a.m. through 5:00 p.m. CT, Monday through Friday and during emergencies as specified by the LGHIB. This will include a specific person(s) in the claim's office that LGHIB's benefits staff can contact for urgent claim and eligibility issues.

Single, Radio group.

- 1: Confirmed,
- 2: Not confirmed: [500 words]

5.2.7 Confirm that you will respond to all inquiries from the LGHIB's staff within one (1) business day.

Single, Radio group.

- 1: Confirmed,
- 2: Not confirmed: [500 words]

5.2.8 Do your services include legislative updates to plan sponsors?

Single, Pull-down list.

- 1: Yes - included in Standard Fees,
- 2: Yes - for Additional Charge,
- 3: No

5.2.9 Do you employ legal staff in order to respond to legal and legislative issues?

Single, Pull-down list.

- 1: Yes,
- 2: No

5.2.10 Vendor must effectively advance the interest of the LGHIB's staff through the corporate structure to facilitate resolution of issues. Describe your organization's process to escalate problems or concerns through the corporate structure to facilitate resolution of issues. Discuss how your organization will track this requirement and report your findings to the LGHIB's staff.

Unlimited.

5.2.11 Confirm that you will provide an annual score card to the LGHIB so that the LGHIB can assess Vendor's performance. Please provide a sample of your annual score card.

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Single, Pull-down list.

- 1: Confirmed, score card attached,
- 2: Not confirmed.

5.2.12 Confirm that at no additional cost to LGHIB your team will attend quarterly onsite meetings with the LGHIB to present current plan and service performance, address any recent issues/challenges encountered, suggest potential savings opportunities specifically applicable to the LGHIB's plan, and discuss other pertinent topics to be identified prior to each meeting. At a minimum, the LGHIB requests that the appropriate clinical and analytical team members closely involved in the daily operations of the LGHIB account and the Account Executive and Account Manager with oversight responsibility attend all meetings.

Single, Pull-down list.

- 1: Confirmed,
- 2: Not confirmed.

5.2.13 Confirm your agreement that a senior level executive at your organization with decision-making authority will meet with the LGHIB CEO at least once a year at the LGHIB offices at no additional cost to LGHIB to discuss the vendor's overall performance and future objectives of the LGHIB medical and dental benefit.

Single, Radio group.

- 1: Confirmed,
- 2: Not confirmed [500 words] .

5.2.14 Confirm that the Account Manager and Executive will prepare a dashboard showing in progress and proposed programs and cost savings initiatives. The dashboard will include a brief description and the LGHIB-specific data regarding member and cost impact. If any program is chosen by the LGHIB to be implemented, the Account Manager and Executive will provide an implementation checklist showing the periodic milestones until completion, responsible parties for each action item, and any relevant notes.

Single, Radio group.

- 1: Confirmed,
- 2: Not confirmed [500 words] .

5.2.15 Confirm the Account Manager will lead meetings with the LGHIB and maintain an accurate, up to date task log of current issues and discussion items. The Account Manager will be responsible for overseeing the task log and ensuring each identified issue is addressed until resolution is achieved. The Account Executive and Account Manager will be responsible for ensuring that all relevant parties to the specific issues will be present and prepared for each call.

Single, Radio group.

- 1: Confirmed [500 words] ,
- 2: Not confirmed

5.2.16 Confirm your team will attend requested in person meetings with LGHIB, including but not limited to LGHIB's Board meetings, at your expense.

Single, Radio group.

- 1: Confirmed,
- 2: Not confirmed [500 words]

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5.3 Member Communication

5.3.1 Vendor will prepare the SPD, Proof of Coverage, benefit booklets, ID cards, and other plan descriptive material, as specified by the LGHIB. Materials will be mailed directly to the participant at no cost to the LGHIB.

Single, Radio group.

- 1: Agree,
- 2: Disagree.

5.3.2 The LGHIB must review and approve all standard and LGHIB-specific communications pieces (letters, flyers, and inserts) before they are sent to LGHIB members. The Vendor agrees to provide the LGHIB two weeks to review and approve all communications before sending to LGHIB members.

Single, Radio group.

- 1: Agrees,
- 2: Disagrees, please explain: [50 words]

5.3.3 Vendor agrees not to charge the LGHIB for production costs, including postage, for standard communications.

Single, Radio group.

- 1: Agrees,
- 2: Disagrees, please explain: [50 words]

5.3.4 Vendor shall provide customization of member communication materials and/or enrollment materials as necessary at no additional cost.

Single, Radio group.

- 1: Agrees,
- 2: Disagrees, please explain: [50 words]

5.3.5 Vendor agrees to not display full Social Security numbers or contract numbers on any member communication materials.

Single, Radio group.

- 1: Agrees,
- 2: Disagrees, please explain: [50 words]

5.3.6 The Vendor's fee must include the cost of postage for services described in this RFP.

Single, Radio group.

- 1: Agrees,
- 2: Disagrees, please explain: [50 words]

5.3.7 Vendor agrees not to pass any increases in mailing/postage fees to the LGHIB or its members during the contract term.

Single, Radio group.

- 1: Agrees: [50 words],
- 2: Disagrees, please explain: [50 words]

5.3.8 Confirm that staff will be available and participate in the open enrollment communications campaign if requested by the LGHIB. Describe your involvement and how you will assist members in learning about their benefit options. Note that Open Enrollment is scheduled to begin each November 1 and ends on November 30.

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Single, Radio group.

1: Confirmed, Explain: [Unlimited],

2: Not confirmed, Explain: [Unlimited]

5.3.9 Confirm that your organization will conduct on-site, statewide educational sessions for the LGHIP's eligible members and dependents of eligible members beginning no later than each November 1, and throughout the remainder of the Open Enrollment Period if requested by the LGHIB. In addition, confirm that your organization will attend the LGHIB annual benefits' conferences.

Single, Radio group.

1: Confirmed: [500 words] ,

2: Not confirmed: [500 words]

5.3.10 Confirm you will provide communications in special format for members with visual or hearing impairment (e.g., large print, audio, braille, etc.). If you cannot provide member materials in special format, please describe limitations.

5.4 Customer Service

5.4.1 Please provide the following information regarding the proposed call center:

	CY 2023
Location	<i>Unlimited.</i>
Days of Operation	<i>Unlimited.</i>
Hours of Operation	<i>Unlimited.</i>
Turnover Rate	<i>Percent.</i>
Percent of Calls Abandoned	<i>Percent.</i>
Average Speed of Answer (in seconds)	<i>Decimal.</i>
Average wait time (in seconds)	<i>Decimal.</i>

5.4.2 The Vendor must demonstrate commitments to quality services through customer feedback surveys, focus groups, provider groups, or other appropriate means. Internally, the Vendor must demonstrate how

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teamwork is fostered, monitored, and rewarded. The Vendor must demonstrate commitment to and willingness to continuous improvement to enhance customer service and effectiveness.

Single, Radio group.

- 1: Confirmed,
- 2: Not confirmed: [500 words]

5.4.3 How are calls "after hours" of operation handled? Is there a voicemail system or capability for caller to leave messages after normal business hours?

Single, Radio group.

- 1: Voice Mail,
- 2: No Service,
- 3: Full Service (24/7),
- 4: Some Extended hours for calls,
- 5: Other, please specify: [500 words]

5.4.4 Confirm the Member Services line will be dedicated solely to the LGHIB.

Single, Pull-down list.

- 1: Confirmed,
- 2: Not Confirmed

5.4.5 Confirm that the dedicated Member Services line will produce performance-reporting specific to the LGHIB only.

Single, Pull-down list.

- 1: Confirmed,
- 2: Not Confirmed

5.4.6 Do members reach a live representative or an interactive voice response unit (IVR) when calling Member Services?

500 words.

5.4.7 Do members have access to the claims/Member Service group via e-mail or internet? If yes, please specify each feature available (e-mail, live web chat, etc.).

Single, Radio group.

- 1: Yes: [500 words] ,
- 2: No

5.4.8 Confirm that the Member Service group is accessible by a toll-free number.

Single, Pull-down list.

- 1: Confirm,
- 2: Not Confirmed

5.4.9 Will this service be outsourced? If so, provide the name of the outsourcer.

500 words.

5.4.10 If the member services area uses a dedicated online call tracking and documentation system, check all characteristics below which describe the system:

System Characteristics	Response
------------------------	----------

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Date of initial call	<i>Single, Pull-down list.</i> 1: Does Track, 2: Does Not Track, 3: Not Applicable (No System Available)
Date inquiry closed	<i>Single, Pull-down list.</i> 1: Does Track, 2: Does Not Track, 3: Not Applicable (No System Available)
Representative who handled call	<i>Single, Pull-down list.</i> 1: Does Track, 2: Does Not Track, 3: Not Applicable (No System Available)
Call status	<i>Single, Pull-down list.</i> 1: Does Track, 2: Does Not Track, 3: Not Applicable (No System Available)
If and where issue was referred for handling	<i>Single, Pull-down list.</i> 1: Does Track, 2: Does Not Track, 3: Not Applicable (No System Available)
Reason for call (issue)	<i>Single, Pull-down list.</i> 1: Does Track, 2: Does Not Track, 3: Not Applicable (No System Available)
What was communicated to member	<i>Single, Pull-down list.</i> 1: Does Track, 2: Does Not Track, 3: Not Applicable (No System Available)

5.4.11 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.

Single, Radio group.

- 1: Yes,
- 2: No: [500 words]

5.4.12 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.

Single, Radio group.

- 1: Yes,
- 2: No: [500 words]

5.4.13 Describe your efforts and procedures to achieve one call resolution when members call Member Services.

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1000 words.

5.4.14 Can the MSRs access claims status online real-time?

Single, Radio group.

1: Yes,

2: No: [500 words]

5.4.15 How many months of claims history are available to MSRs?

Decimal.

5.4.16 Confirm that the member can find a provider by calling the Member Service line.

Single, Pull-down list.

1: Confirmed,

2: Not Confirmed

5.4.17 Confirm that multi-language communication phone line support is included in the base administration fee. List the languages available to LGHIB members speaking to your customer service representatives.

Unlimited.

5.4.18 How are disabled (e.g., hearing-impaired) member calls facilitated through your member services area?

Unlimited.

5.4.19 Do you use emerging technology such as artificial intelligence and machine learning to improve the caller experience? If yes, describe how this is used and provide any results achieved.

1000 words.

5.4.20 Describe the escalation process for Member Service satisfaction and complaints.

Unlimited.

5.4.21 Describe the information captured in your organization's member satisfaction surveys and your process and format for collecting survey data.

500 words.

5.4.22 Will you send a member satisfaction survey to the entire LGHIP membership? If not, please describe the percentage of the LGHIP membership targeted in your survey.

500 words.

5.4.23 What is your targeted survey response rate and what efforts do you employ to achieve that rate?

500 words.

5.4.24 Provide the most recent results of your annual Medical Plan survey.

500 words.

5.4.25 Confirm you offer a 24-hour nurse line with staff available 24-hours a day, 365 days a year.

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Single, Radio group.

- 1: Confirmed,
- 2: Not confirmed.

5.4.26 Is your 24-hour nurse line service in-house or subcontracted?

500 words.

5.4.27 Provide utilization statistics for 2022 and 2023 for your 24-Hour Nurse Line.

	2022	2023
Total number of member calls to the 24-Hour nurse line	<i>Integer.</i>	<i>Integer.</i>
Total number of unique member calls to the 24-hour nurse line as a percent of total covered membership	<i>Integer.</i>	<i>Integer.</i>

5.5 Member Website

5.5.1 Confirm that all web-based services and app-based services are included in the fees that you have provided and that no additional fees would apply.

Single, Pull-down list.

- 1: Confirmed,
- 2: Not Confirmed

5.5.2 Do your web-based and app-based products comply with all current and known future security and HIPAA requirements for both aggregate and individual transactions?

Single, Pull-down list.

- 1: Yes,
- 2: No

5.5.3 Briefly describe your member website and member smartphone app (if applicable) capabilities including whether your member website and smartphone app include the following:

- Accurate provider directory and provider search (physician, hospital, pharmacy, and ancillary providers)
- Directions to provider's office provided by Google maps, Waze, or other mapping/direction application
- Ability to make a doctor's appointment online
- Physician and hospital quality and outcomes data
- Physician and hospital pricing data by procedure by provider
- Physician and hospital reviews from other members
- Treatment cost estimator
- Information about diseases and conditions
- Ability to see a summary of the LGHIP's plan design and review the LGHIP's Evidence Of Coverage (EOC)

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- Ability to review the LGHIP's appeals process and file an appeal online
- Ability to review the waste, fraud and abuse notification process
- Contact information for the LGHIB, its other vendors, and links to their websites
- On-line access to forms
- Ability to review claims payment status online
- Ability to review a history of claims payments (medical and pharmacy), including deductible status, out-of-pocket maximum status
- Ability to review or print out a Health Statement with a history of claims payments
- Ability to print ID cards and request replacement cards
- Dependent information
- Ability to contact member services online

Unlimited.

5.5.4 Confirm that you will include the LGHIB's logo throughout your portal and that online tools can be customized, as requested by the LGHIB.

Single, Pull-down list.

- 1: Confirmed,
- 2: Not confirmed

5.5.5 The Administrator agrees to keep its website and smartphone app current, up-to-date, and LGHIB specific.

Single, Radio group.

- 1: Confirmed,
- 2: Not confirmed: [500 words]

5.6 ID Cards

5.6.1 Complete the table below regarding ID Cards:

	Response	Comments
Confirm that you will issue a member ID card and mail, via surface mail, to covered Members within five (5) business days following the enrollment period.	<i>Single, Pull-down list.</i> 1: Confirmed, explain in comments, 2: Not confirmed, explain in comments	500 words.
Confirm that all the LGHIP covered members will have a valid ID card in hand prior to January 1, 2025.	<i>Single, Pull-down list.</i> 1: Confirmed, explain in comments, 2: Not confirmed, explain in comments	500 words.

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Confirm that you will re-issue the member ID card within five (5) 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.	<i>Single, Pull-down list.</i> 1: Confirmed, explain in comments, 2: Not confirmed, explain in comments	<i>500 words.</i>
Confirm extra ID cards will be available for a dependent child away from home attending school or residing out of area.	<i>Single, Pull-down list.</i> 1: Confirmed, explain in comments, 2: Not confirmed, explain in comments	<i>500 words.</i>
Confirm that ID cards will be subject to final approval by the LGHIB.	<i>Single, Pull-down list.</i> 1: Confirmed, explain in comments, 2: Not confirmed, explain in comments	<i>500 words.</i>
Confirm ID cards will comply with the No Surprises Act, and all other federal regulations.		
How soon after eligibility data is successfully loaded will a member be able to access a temporary ID card from your web portal?	<i>500 words.</i>	
Indicate how many ID cards you will mail to subscribers who have family coverage, at no additional charge.	<i>500 words.</i>	

5.6.2 Do you use an outside vendor to print the ID cards? If yes, what security measures are in place to prevent a breach.

500 words.

5.6.3 If your organization has experienced a security breach as a result of an outside ID card vendor, describe the breach and how your organization achieved resolution.

500 words.

5.7 Federal No Surprises Act and Final Transparency Rule

5.7.1 General

5.7.1.1 Describe how your company will assure that LGHIB will be in compliance with federal law and regulations concerning surprise billing and transparency with respect to the services provided by your company.

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Explain:

5.7.1.2 List any technical specifications that LGHIB will need to meet in order to use any solution you intend to offer to comply with the law and regulations, including software, hardware, or other information technology.

Explain:

5.7.1.3 Are your existing fees inclusive of all services related to the law and regulations? If not, please explain what additional costs LGHIB may incur. Please also state when and how LGHIB would be notified of any fee modification proposals.

Select Answer

Explain:

5.7.1.4 Confirm the Vendor will respond to and timely incorporate future legislative changes, on the state or federal level, that impact the LGHIB or the provision of services under this RFP in full compliance with the law and at no additional cost to LGHIB.

Select Answer

Explain:

5.7.2 Gag Clause

5.7.2.1 Do any contracts you are a party to contain a claim prohibiting disclosure of pricing terms (“gag clause”) which are prohibited under the No Surprises Act? If yes, please describe and state how you will assure they are removed. Indicate your timeline for removing gag clauses from contracts.

Explain:

5.7.2.2 Confirm Vendor will provide and Submit a Gag Clause Prohibition Compliance Attestation for medical benefits on behalf of the Local Government Health Insurance Plan to the appropriate federal agencies.

Select Answer

Explain:

5.7.3 No Surprises Act

5.7.3.1 Describe your process for addressing participant or provider complaints that may be made against LGHIB under the Act.

Explain:

5.7.3.2 How will you assist LGHIB in reporting medical costs and other information to the federal government as required by federal law?

Explain:

5.7.3.3 Describe your process for reporting medical cost information to the federal government.

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Explain:

5.7.3.4 State which elements of the reporting requirements you will be responsible for and which requirements you expect LGHIB to be responsible for.

Explain:

5.7.3.5 Describe whether you will accept responsibility for fulfilling all cost reporting obligations and if not, which ones you will not fulfill.

Explain:

5.7.3.6 State any additional costs for this reporting service.

Explain:

5.8 Claims Processing - General

5.8.1 The Vendor must adjudicate claims and pay benefits to the member or provider according to LGHIB approved benefit schedules in www.lghip.org

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 LGHIB management or as delegated in writing to authorized personnel by the LGHIB.

The Vendor should minimize the number of persons handling a claim during the processing cycle. This goal for handling claims must not, however, conflict with accepted standards for internal control by the separation of various functions.

All information, including but not limited to claims and Explanations of Benefit (EOB), must include date and time received, a permanent record made, and reviewed for completeness. Incomplete claims must be returned with the appropriate request for information.

All claims must be coded and entered for type of service, place of service, provider, and all other information required for accurate claims processing, according to the approved benefit plan and for analysis of utilization and pricing.

The Vendor must inspect the claim for other carrier information.

The Vendor must inspect claims to determine if Medicare is or may be the primary payer.

The Vendor must review and research EOBs that are received separately from claims. If the EOB dates of service and amounts match a pended or denied claim, the Vendor must appropriately adjudicate the claim. If the EOB does not match a pended claim, the Vendor must correspond with the employee.

The Vendor must inspect claims to determine if a third-party, such as automobile or other casualty insurance, may have primary responsibility for paying the claim. If further information is needed to accurately complete the adjudication process, the Vendor must correspond with the employee or provider, as appropriate.

Upon determination that the claim is a valid claim under the benefit plan, the Vendor must issue a draft for the eligible benefits, to the member or the provider, according to appropriate contractual arrangements with

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providers and LGHIB regulations. Vendor must mail the corresponding EOB to the payee's home address, via first class postage, or the member can opt to obtain the EOB online from the vendor.

The Vendor must identify the reason for a returned draft. If the address is incorrect, the Vendor must resubmit the draft to the correct address; if the draft is returned for another reason (e.g., wrong payee, duplicate payment, incorrect amount) the Vendor must "void" the draft and re-issue or otherwise correct the payment.

The Vendor's Information Technology (IT) system must produce and issue an EOB to the employee that clearly identifies how the claim was processed and paid and what the employee's liability may be, even if the employee's liability is zero.

Select Answer

Explain:

5.8.2 The LGHIB has a combined deductible for members that is shared between the LGHIB's pharmacy and medical benefit. Confirm, that at no cost to LGHIB, vendor has the ability to provide to and receive from the LGHIB's PBM member out-of-pocket costs for deductibles and maximum out-of-pocket amounts (at both the individual and family levels) so that members' deductibles and MOOPs can be correctly tracked in real time. How do you accomplish this and ensure its accuracy on a regular basis? Describe how frequently this can occur.

Select Answer

Explain:

5.8.3 Confirm your system will automatically adjudicate the current schedule of benefits for the Medical Plan that has been provided with this proposal.

Select Answer

5.8.4 Confirm your system has the flexibility to administer the LGHIB's plan provisions without manual interventions. If not, describe which provisions require manual intervention.

Select Answer

Explain:

5.8.5 How is medical necessity defined? What tools are provided to the claims examiners to assist in their determination of medical necessity?

Explain:

5.8.6 Describe any automated utilization management edits or procedures your system utilizes for the following, as well as any other automated system quality assurance/claim appropriateness controls you employ and feel would be beneficial to the LGHIB.

Medical necessity

Pre-certifications

Claim accuracy

Physician administered specialty drug utilization management

Explain:

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5.8.7 Confirm that if any unapproved, non-medically necessary procedure is paid by the Medical Administrator, the Administrator will take full financial responsibility for the expense and reimburse the LGHIB for the charges.

Select Answer

5.8.8 How are claims, customer service, utilization review and case management systems linked?

Select Answer

Explain:

5.8.9 Does your claims system have the capability to automatically match claims with utilization management information both in- and out-of-network?

Select Answer

5.8.10 Does your organization have claims system changes planned (other than routine maintenance) during the term of the LGHIB's proposed contract. If yes, please describe the types of changes planned and anticipated timing of the changes.

Select Answer

Explain:

5.8.11 What percentage of total claims are auto-adjudicated for your national Book of Business?

Enter Answer here:

5.8.12 What percentage of total claims are auto-adjudicated for your State of Alabama Book of Business?

Enter Answer here:

5.8.13 How does your organization increase auto adjudication rates for rural areas?

Explain:

5.8.14 Does your organization process network, non-network, and out-of-area claims on the same system?

Select Answer

5.8.15 If a member visits an out of network provider and files for reimbursement via a paper claim, confirm that neither the member nor the LGHIB will be charged additional fees for processing a paper claim.

Select Answer

Explain:

5.8.16 Describe your process to review claims for billing irregularities by provider (such as regular overcharging, unbundling of procedures, upcoding or billing for inappropriate care for stated diagnosis, etc.)?

Explain:

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5.8.17 How are claims selected for internal audit? What triggers do you utilize?

Select all that apply

1: Random by system,

2: Set percent per day,

3: Set number per approver per day/week,

4: Diagnosis,

5: Dollar amount,

6: Other, please specify: [500 words]

Specify:

5.8.18 On average, what percentage of all claims are audited by internal audit group?

Enter Answer here:

5.8.19 What are the most typical errors uncovered by your internal auditors?

Explain:

5.8.20 On average, what percentage of all claims that are internally audited are then adjusted in some way as a result of the audit? Describe your procedure for adjusting the claim including any contact with the provider.

Explain:

5.8.21 The Vendor agrees to return 100% of all recovered monies from overpayments or duplicate payments (without a recovery fee) to the LGHIB.

Select Answer

5.8.22 Confirm you will comply with LGHIB's required policy that claims are handled on a PAY AND PURSUE basis.

Select Answer

5.8.23 Confirm you will request refunds, on a monthly basis, from members and/or providers with respect to a claim incurred after the cancel date. If the claim is adjudicated incorrectly, there is no time limit for the Medical Administrator to request refunds from the member and/or provider.

Select Answer

5.8.24 The LGHIB requires the Administrator to exercise a Claim Hold process. Claims are to be held (not processed) when certain scenarios arise, as specified by LGHIB. Confirm you will be able to administer the Claim Hold process in a timely manner, including the hold and release of the claim, as LGHIB requires.

Select Answer

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5.8.25 Confirm Vendor will be responsible for collecting any overpayments retroactively from the date a claim is paid, and that overpayments will be paid back to LGHIB even if the Administrator cannot recover from a provider.

Select Answer

5.8.26 Confirm that you will not engage in cross plan offsets related to LGHIB claims.

Select Answer

5.8.27 At what intervals are financial and claims payment accuracy tracked and reported?

Select Answer

5.8.28 Using most recent year-end data, complete the table below for the claim office that will have payment responsibility for this account:

	Target	Actual 2023 year end results
Total annual claim volume per year (in total number of claims)		
Average claims processed per processor per day		
Claims turnaround time (percent of clean claim transactions processed within 14 calendar days following receipt of claim)		
Average number of business days to process a clean claim from date received to date check/EOB issued		
Financial accuracy (percentage of claim dollars paid without error, relative to total claim dollars paid)		
Processing accuracy (percentage of claims processed without error, relative to the total number of claims processed)		

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<i>What percent of all non-clean claims submitted are processed (from date received to date check/EOB issued) within 14 calendar days?</i>		
<i>What percent of all non-clean claims submitted are processed (from date received to date check/EOB issued) within 30 calendar days?</i>		

5.9 Claims Processing - Coordination of Benefits (COB)

5.9.1 Members of plans offered by the LGHIB frequently have other group coverage for the spouse, stepchildren, natural children, and themselves through other employer groups. Some employees have active coverage through two (2) employers, simultaneously. Members may have other group coverage through the spouse.

The LGHIB will attempt to identify if new enrollees and their dependents have primary coverage through another group health plan and will forward new or revised information as it is received. However, responsibility for determination of primary and secondary coverage is placed with the Vendor. During the claims processing or adjustment cycle, the Vendor must verify and re-verify information about other coverage, as specified in this RFP.

The "other carrier" coverage information must be interfaced with the claims system for proper claims adjudication. The IT system must have the capability of maintaining separate COB information for each individual under the employee's contract (employee, spouse, and each dependent) with claim adjudication defaulting to the employee COB information, if no dependent-specific COB information is on file. The IT system must have the capability of calculating primary/secondary payment status of children in accordance with the birthday rules of the NAIC. The IT system must be capable of querying members regarding divorce decree requirements and custodial relationships, and storing information received for use in claims processing.

When a claim for a spouse or dependent is filed, the Vendor must edit the other coverage file to determine if a plan offered by the LGHIB is the secondary payer. COB information must be elicited and updated upon receipt of a claim for the spouse or dependent child when the IT file indicates that "no other coverage" was present at least six (6) months prior to such claim receipt.

The IT system must generate correspondence to the employee if the claim and COB information conflict in any way.

The Vendor must update information received from the employee (completed EOB or COB update) and automatically complete processing of any pending claims.

Select Answer

Explain:

5.9.2 Explain how your system:

Identifies existence of other insurance (e.g., from your book of business, another employer, workers compensation or motor vehicle insurance)

Questions/tracks COB

Handles COB conflicts

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Communicates with members and providers

Interfaces with other group carriers regarding COB.

Explain:

5.9.3 The Vendor's IT system must have the capability of linking any COB information for a member to the member's eligibility records. The IT system must also be capable of linking all dependent information, and any COB information for each dependent, to the member's eligibility records.

Select Answer

Explain:

5.9.4 The LGHIB incumbent Medical Administrator handles subrogation claims on behalf of the LGHIB, including sending up to three questionnaires to members, if they do not respond to the first or second, requesting more information. Any member who has not responded within 30 days of receiving the third questionnaire has their claims suspended until they have complied with the questionnaire. Confirm your organization will mirror the process as currently administered and as specified by LGHIB management.

Select Answer

5.9.5 Confirm you will provide a monthly subrogation report specific to the LGHIB.

Select Answer

Explain:

5.9.6 The LGHIB requires the Administrator pay secondary for dependents when the dependent(s) is the subscriber on another employer's plan in their own name as well. This includes spouse and non-spousal dependents. Confirm your ability to administer COB in this manner. Vendor agrees to load COB information for the LGHIB employee and dependents of the employee in their system and process claims according to the LGHIB's COB procedures.

Select Answer

Explain:

5.9.7 What are your average subrogation rates of return for 2022 and 2023?

Explain:

5.9.8 Confirm you will provide at least one full-time employee within the Administrator's subrogation department dedicated to the LGHIB.

Select Answer

5.10 Claims Processing - Other Third-Party Liability

5.10.1 The plans offered by the LGHIB have non-duplication clauses for third-party liability claims. In addition, the LGHIB incorporates a subrogation right for all third-party liability claims.

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The Vendor must be able to identify, and the IT system must have the capability to distinguish between various types of coordination with third parties.

The Vendor must identify possible third-party liability claims through proper query procedures. When third-party liability is involved, the Vendor must correspond with the member, establish the LGHIB's right of subrogation, and/or coordinate payment with the liable entity (or provider) as appropriate.

Select Answer

Explain:

5.11 Claims Processing - Medicare

5.11.1 Where appropriate, plans offered by the LGHIB include Medicare subrogation provisions when the patient is entitled to Medicare. The LGHIB and the Vendor exchange information via acceptable electronic media regarding enrollment for Part A, Part B, and Part D. Data for identifying Medicare Part A, Part B, and Part D enrollment, the effective dates of each option, an indicator that the member has group coverage other than Medicare, and a flag indicating that automatic reduction (without further correspondence) of benefits are shared between the LGHIB and Medicare.

The IT system must be capable of maintaining historical records for effective dates of enrollment in Medicare; identifying when the LGHIB plan is the primary payer (this is necessary because of grandfathering retirees without Medicare or in those situations where the determination has been made that the retiree/spouse is not entitled to Medicare); identifying and paying primary benefits for the entire month in which the member attains age 65 and automatically reducing benefits beginning the month following the member's 65th birthday; and identifying conflicts between claim information and Medicare information.

In cases where conflicts in information arise, the Vendor must correspond with the member. During the time when the information is to be verified, the claim should be suspended, although follow-up within a reasonable number of days is required.

The Vendor must maintain knowledge about Medicare processing and coverage. The LGHIB requires that the Vendor obtain itemized claim information for all Medicare related claims. The Medicare EOMB without itemized information must be returned to obtain complete information when Medicare is the primary payer.

Select Answer

Explain:

5.12 Claims Processing - Workers' Compensation

5.12.1 The Vendor must administer LGHIB Work Related Injury Program. The LGHIB, in conjunction with the current medical claims administrator, administers this program and provides discounted medical benefits for the treatment of work-related injuries and illnesses for members of the LGHIB Work Related Injury Program through the same contractual agreements the Claims Administrator has with the LGHIB. Benefits will not be subject to any deductibles, coinsurance, co-payments or maximums normally included as part of the LGHIP. The Vendor should be capable of providing case management, cost control programs, and return-to-work programs if requested by the LGHIB.

Select Answer

Explain:

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5.13 Claims Processing - Document Controls

5.13.1 The Vendor must establish a method of tracking claims from date of receipt until date paid or date of final disposition. A process must be maintained that will allow the Vendor to control and report to the LGHIB the claims inventory by each step (manual and computer) of the adjudication process. The control process must also differentiate between the types of claims received (i.e., electronic and paper).

Documents should be numbered, or otherwise uniquely identified, when received and that identifier must be used throughout the processing cycle. The document must be retrievable using this identifier. Document controls must also be established for correspondence, EOBs, adjustments and any other items used in the claim process.

Select Answer

Explain:

5.14 Claims Processing - Electronic Data Interchange (EDI)

5.14.1 The Vendor is to use a system of electronic data interchange for hospitals or other providers of medical service. Such system must be in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH). If the Vendor uses EDI claims entry for other clients, LGHIB data must be protected from access, including "read only" capability or entry upon request from the LGHIB. Proper controls must be implemented to require some types of claims to be submitted by paper only (e.g., transplant claims).

The Vendor must install security safeguards for any provider having access to the Vendor's computerized system to assure that only valid claims are entered.

Additionally, the IT system supporting such delegated claims entry must include safeguards against entry of claims for providers other than for the provider of the medical services and proper input controls for receipt of any other application for electronic submission.

The Vendor shall train provider staff in the proper use of the computerized system. The Vendor will train provider staff in the coding structures used for the LGHIB account. Training of provider staff must be completed prior to use of the computerized system.

The use of a delegated system of claims entry does not remove the requirement that permanent records be kept as described elsewhere in this RFP. The Vendor must maintain contracts with these entities for maintenance of supporting documentation (paper or electronic record) for proper audit trails, including documents to substantiate the patient's authorization for assignment. The Vendor must receive and forward copies of claim forms or other requested documents to the LGHIB within twenty-one (21) days of request.

The ability of a provider to perform claims entry must be revocable through the Vendor's software without physical access to the provider's office.

Select Answer

Explain:

5.15 Information Technology (IT) Systems - General

5.15.1

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The Vendor must use an IT environment that fully supports the requirements of this RFP. The IT environment must be covered by a disaster recovery plan that facilitates the restoration of the application software and data as well as the rapid replacement of hardware through reinstallation or use of an alternate site.

Select Answer

Explain:

5.16 IT Systems - Data Storage and Access Control

5.16.1 Data security requirements shall, at a minimum, consist of fully operational internal controls. All processing of and access to the LGHIB data must be through a system of security features that protect against invasion of privacy and unauthorized access.

Select Answer

Explain:

5.16.2 Do you have intrusion detection and monitoring tools, and are you conducting penetration testing and vulnerability scans?

Select Answer

Explain:

5.16.3 Do you have an incident response plan for network intrusions and virus incidents?

Select Answer

Explain:

5.16.4 The Vendor must have a dedicated team to assess and respond to security vulnerabilities reported in Vendor's IT systems.

Select Answer

Explain:

5.17 IT Systems - Inputs, Outputs, and Processing

5.17.1 The IT hardware and software environment must be capable of accurately adjudicating 3 million claims each year for this account in addition to the Vendor's regular business. The IT system must:

Be "on-line" or "real-time" with a proper balance of on-line and batch processing applications;

Use the employee's contract number (assigned by LGHIB) as the unique employee identifier. Access to information about an employee, dependents or their claims must be available through use of the assigned contract number;

Be capable of waiving office visit copayment or hospital deductible for patients' compliance with LGHIB wellness programs (i.e., Physician referral form, Maternity program);

Accept directly keyed and remotely keyed claims and must accept claims transmitted from authorized providers using electronic interchange/exchange techniques;

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Be capable of accepting information from a Subcontractor(s) and appropriately adjudicate claims as a result of compliance/non-compliance with policies of the plan;

Accept membership/eligibility information for members and dependents from the LGHIB on a daily basis. The records maintained by the LGHIB are the official records of eligibility and the Vendor must accept our data transmissions as accurate, overriding existing eligibility edits;

Provide for automated Coordination of Benefits with other carriers;

Provide for automatic suspension and referral of potential workers' compensation and other third-party liability claims;

Accept, process, store, and report claims data using the coding conventions;

Provide for the adjudication on a Usual, Customary, and Reasonable (UCR) and fee schedule basis. UCR-based adjudication of claims should be based on ZIP Code areas, including services provided outside the State of Alabama;

Have the ability to automatically complete processing a claim if it is previously suspended for any reason, such as awaiting the arrival of coordination information or dependent eligibility data;

Have the ability to process certain claims on a case-by-case basis, as in the case of transplants;

Be able to retain and display claim information in detail for a period of 24 months from date of claim filing. The system must be able to retain and display claim information in a pdf or electronic image for a minimum of an additional five (5) years;

Generate a notice to the employee to explain the reason for delay when a claim is not paid within fifteen work days after receipt;

Allow the LGHIB access to the Vendor's system for assistance in responding to members' inquiries about claims and coverage; and

Be capable of displaying sufficient information on claims, members, UCR, other coverage, Medicare information, providers, deductibles, and lifetime maximum benefits paid. Claim information must be accessible by patient, contract, summary, detail, date of service, and provider/date of service.

Select Answer

Explain:

5.17.2 How do you ensure that the LGHIB's information is treated distinct/separate from other customers' information? What protocols are in place within your company to ensure that only authorized individuals within your company can view and/or edit the LGHIB's information?

Explain:

5.18 IT Systems - Provider Files

5.18.1 The IT system must maintain a sub-system for identifying licensed and approved providers under the plans offered by the LGHIB. The system must be integrated with the claims adjudication system in such a manner to maximize efficiency in entry and minimize payments to the wrong provider. Recognizing that many provider group names are similar, the Vendor must utilize a tax identification number as the major identifier (unless the Vendor can demonstrate to the LGHIB that another identifier is equally as good).

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The provider sub-system must incorporate appropriate methods of cross-referencing individual providers with group practices, individual providers with multiple offices, and providers associated with more than one group practice.

The Vendor's IT system must have the capability of storing the type of provider (e.g., acute care hospital, psychiatric hospital, outpatient substance abuse facility), and specialty/sub-specialty of the physician. The LGHIB maintains specific contracts (e.g., mental health networks) that may conflict with the Vendor's contracts. In such cases, the IT system used for State processing must incorporate methods of handling "LGHIB-only" providers.

The Vendor's IT system must provide the capability of validating "LGHIB-only" provider contracted discounts, per diems, and a combination of payment methods, along with the effective dates of the contract and/or cancellation dates of the contract.

The current Vendor utilizes an in-house coding scheme for provider numbers. The Vendor must retain this coding scheme, convert the current Vendor's provider references on its history files to the Vendor's references or must provide a cross-reference to check for duplicate claim payments.

Select Answer

Explain:

5.19 IT Systems - Eligibility Information

5.19.1 The Vendor's IT system must include a subsystem (or other reference file) for processing, editing, and storing eligibility information for the member and each dependent. The initial file of all covered lives must be created using information electronically transferred from the LGHIB to the Vendor. The file will utilize the same format as that used for on-going eligibility updates.

The Vendor's IT system updates must incorporate basic data validity edits for submitted membership/eligibility transactions. The validity edits must be sufficient to assure proper updating of the eligibility records.

In addition to the automated updates to eligibility records, the Vendor must have the capability of accepting from authorized staff of the LGHIB either verbal or written information for use in updating eligibility records. This method of updating the Vendor's membership/eligibility system may be used for complex eligibility transactions, or to submit eligibility information to allow immediate claim processing.

The Vendor's IT system must have the capability to provide an electronic file of all active members and dependents to compare and validate the Vendor's membership information against that maintained by the LGHIB.

The Vendor's system must be capable of editing any claim filed for a dependent first, against the coverage history for the member to verify that family coverage is in effect for the service date; and second, against the coverage history for the dependent to verify that coverage for the specific dependent is in effect for the claim service date. When the member or dependent coverage history does not support payment of a claim for the service date, the Vendor's system must have the capability of automatically generating correspondence tailored to the LGHIB's needs to inform the member of the eligibility requirements.

Select Answer

Explain:

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5.19.2 Confirm 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.

Select Answer

Explain:

5.19.3 Confirm that you will update eligibility data within 24 hours from receipt of data.

Select Answer

Explain:

5.19.4 Confirm you will devote IT/data resources to the LGHIB account to oversee all eligibility files are accurately and timely loaded and processed.

Select Answer

Explain:

5.19.5 In the event an error is generated as a result of improper loading, confirm the devoted resources are responsible for researching and resolving the error within two business days.

Select Answer

Explain:

5.19.6 Describe your organization's process to identify errors through error reporting and how the IT/data resources will work the errors and communicate them to the LGHIB team.

Explain:

5.19.7 Confirm that you will provide direct same day confirmation that the eligibility file was received, properly loaded, processed, and that this confirmation will include the date of receipt.

Select Answer

Explain:

5.19.8 Can the LGHIB staff make eligibility changes online in real time?

Select Answer

Explain:

5.19.9 Confirm that your IT system has the capability to provide an electronic file of all active subscribers and dependents to compare and validate the eligibility information against that maintained by LGHIB. This file will be made available daily, weekly, or monthly as requested by LGHIB. Confirm that Vendor will participate in the reconciliation of any mismatches and eligibility file updates to ensure only eligible subscribers and dependents have access to benefits.

Select Answer

Explain:

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5.20 Data Integration

5.20.1 The Vendor agrees to load all current prior authorizations, claim history 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).

Select Answer

Explain:

5.20.2 The Vendor agrees to provide daily, weekly and/or monthly data transmissions (may include feeds to data warehouses) to the LGHIB and/or its third-party vendors at no charge. Vendor will also interact/exchange data, including raw claims data, with all vendors as requested by LGHIB at no additional charge.

Select Answer

Explain:

5.20.3 The Vendor agrees to waive any charges to the LGHIB, the LGHIB's PBM, the LGHIB's Benefit Administration System provider, the LGHIB's FSA Administrator or any other vendor of the LGHIB 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.

Select Answer

Explain:

5.20.4 Confirm that you will provide medical data to the LGHIB's Benefit Administration System provider, LGHIB data warehouse entity(ies) and/or FSA Administrator on a daily basis at no additional charge.

Select Answer

5.21 HIPAA Privacy and Security

5.21.1 The Vendor acknowledges that it is compliant with the Electronic Data Interchange ("EDI"), Privacy and Security Rules of the Health Insurance Portability and Accountability Act ("HIPAA"), and upon award, will execute the appropriate Business Associate Agreement (Appendix A). 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.

Select Answer

5.21.2 The Vendor must: (1) Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic Protected Health Information (ePHI) that it creates, receives, maintains, or transmits on behalf of the LGHIB as required by HIPAA and HITECH; and (2) Ensure that any agent, including a Subcontractor, to whom the Vendor provides such ePHI agrees to implement reasonable and appropriate safeguards to protect it. These administrative, physical, and technical safeguards should include, but not be limited to: Physical security requirements that shall at a minimum consist of a data center with access limited to authorized personnel; All processing of and access to

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LGHIB data must be through a system of security features that protect against invasion of privacy and unauthorized access; and devices may not be permitted access to LGHIB data without specific authorization from the LGHIB. Such access must be immediately revoked upon the LGHIB request.

Select Answer

5.21.3 The Vendor will attach a copy of its most recently completed HIPAA assessment in the Required Documents section of the RFP.

Select Answer

5.21.4 The Vendor will notify the LGHIB upon the completion of a new HIPAA assessment and upon request, the Vendor will supply LGHIB with a copy.

Select Answer

5.21.5 Upon request, Vendor will provide a copy of its Information Security Policy and Procedures within 10 business days. These policies must apply to the systems, processes and personnel directly related to the work included in this contract and not for other subcontractors or lines of business. Please note that this applies not only for how you will use and transfer data but, also, as it relates to employee sites, portal access, and mobile applications.

Select Answer

5.21.6 The Vendor agrees to notify LGHIB within ten (10) business days of any breach of protected health information.

Select Answer

5.22 Network Management

5.22.1 The Vendor must have established contracted provider networks that provide LGHIB members with broad statewide access. The proposed network must have at least one general practice provider within the appropriate Urban or Non-Urban mileage radius of any Zip Code in which an eligible member resides. Urban and Non-Urban mileage is specified in Attachment A – Network Access. The networks must also involve comprehensive chiropractic, lab, and dental provider arrangements throughout the state. In addition, the LGHIB has contracted independently with selected providers of mental health and chemical dependency services. The vendor must be able to administer that additional LGHIB benefit and provider contracts as well. In all cases, the resulting fee arrangements must represent substantial discounts from normally applicable "retail" charges. The successful Vendor(s) would be expected to duplicate or exceed current arrangements and be prepared to document prospectively how these commitments will be met with network providers currently contracted within the State of Alabama.

This RFP is based on a serious good faith effort to consider competitive alternatives to the present arrangements. To be competitive, your organizational response to the RFP must fully address provider access and favorable pricing. The Vendor should have comprehensive established networks in Alabama for the following provider types:

Hospital;

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Physician;
Mental Health/Substance Abuse;
Dental;
Lab Services;
Pharmacy Screening Network;
Physical Therapy
Durable Medical Equipment; and
Telemedicine
 Attached Document(s): Attachment A - Network Access - LGHIB.xlsx
 Select Answer
 Explain:

5.22.2 What is your firm's current book-of-business in-network utilization percentage?
 Enter answer here:

5.22.3 Please provide your network provider turnover rate.

	2023	2022
Provider Turnover Rate		

5.22.4 What has been your involuntary rate of removal of providers from your network?
 Select Answer

5.22.5 Describe separately the out-of-service area, out-of-state, and out-of-country coverage for your PPO products for routine, urgent and emergency care.
 Explain:

5.22.6 What criteria are used to identify the situations where there is no access to in-network providers?
 Select Answer
 Explain:

5.22.7 Are there any services or specialist categories that are not available in your physician networks in the service areas where there are plan participants?

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Select Answer

5.22.8 If yes, please identify them and explain what provisions are made for patients requiring these services.

Explain:

5.22.9 If a network gap or deficiency is identified by the Vendor or by the LGHIB, how do you address the need for additional providers including your process for approving use of non-network providers?

Explain:

5.22.10 The LGHIB maintains specific provider-direct contracts that may conflict with the Vendor's contracts. Describe your process for incorporating "LGHIB-only" providers seamlessly into your network offering for LGHIB members and Vendor managing these contracts for LGHIB Will this be handled as a CSN (Customer Specific Network) or another method?

Explain:

5.22.11 Describe your process for validating "LGHIB-only" provider contracted discounts, per diems, and a combination of payment methods, along with the effective dates of the contract and/or cancellation dates of the contract.

Explain:

5.22.12 Explain how the benefit files will permit waiver of deductibles or payment at a higher percentage when certified by the LGHIB.

Explain:

5.22.13 The current Vendor utilizes an in-house coding scheme for provider numbers. The Vendor must retain this coding scheme, or develop a method of cross-reference to check for duplicate claim payments. Confirm your ability to maintain this scheme.

Select Answer

Explain:

5.22.14 Confirm that you will maintain an accurate online directory of in-network providers to which the LGHIB members may refer and that this directory is updated at least weekly.

Select Answer

Explain:

5.22.15 Confirm that you are able to provide the following minimum data elements for the provider inquiries:

	Response

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<i>Provider or Facility Name</i>	<i>Select Answer Single, Pull-down list. 1: Confirmed 2: Not confirmed</i>
<i>Provider Address and telephone number</i>	<i>Select Answer Single, Pull-down list. 1: Confirmed 2: Not confirmed</i>
<i>Web address</i>	<i>Select Answer Single, Pull-down list. 1: Confirmed 2: Not confirmed</i>
<i>Medical Group</i>	<i>Select Answer Single, Pull-down list. 1: Confirmed 2: Not confirmed</i>
<i>Practicing Specialty(ies)</i>	<i>Select Answer Single, Pull-down list. 1: Confirmed 2: Not confirmed</i>
<i>Specialist Board Certified</i>	<i>Select Answer Single, Pull-down list. 1: Confirmed 2: Not confirmed</i>
<i>Providers that are not accepting new patients</i>	<i>Select Answer Single, Pull-down list. 1: Confirmed 2: Not confirmed</i>
<i>Age/gender limitations</i>	<i>Select Answer Single, Pull-down list.</i>

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	1: Confirmed 2: Not confirmed
--	----------------------------------

5.22.16 Please provide a general description on how you establish your organization's networks and the corresponding financial arrangements.

Explain:

5.22.17 Do you wholly own, partially own or lease your network?

Select Answer

Explain:

5.22.18 How much notice is a provider contractually required to give if they elect to terminate a contract with your network(s)?

Explain:

5.22.19 Vendor agrees to notify the LGHIB at least 60 days in advance regarding termination of a current network provider.

Select Answer

5.22.20 Vendor must notify the impacted members affected due to a provider termination, in writing and provide a list of nearby network providers.

Select Answer

5.22.21 Explain how the LGHIB will be informed of contract disputes or potential network disruption to its members.

Explain:

5.22.22 In the event that a network physician refers a member to a non-network specialist or utilizes a non-network laboratory, confirm that you will adjudicate the non-network claim as a non-network claim.

Select Answer

5.22.23 In the event that a non-network physician admits a member to a network hospital, confirm that claims incurred at the network hospital will be adjudicated as network claims.

Select Answer

5.22.24 If certain hospital based physicians (radiology, anesthesiology, ER, etc.) or services (ambulance, etc.) are not represented in your network of providers, can you administer these claims at the in-network benefit level when network hospitals are used?

Select Answer

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5.22.25 The LGHIB expects that network physicians be responsible for any precertification requirements and that the member will not be penalized if the physician does not follow the proper procedures. Confirm your organization can meet this requirement.

Select Answer

5.22.26 Please complete the table below regarding accreditation:

	Response	Comments
<i>Have you received URAC accreditation (your response should be applicable to the specific locations of this client's members)?</i>	Select Answer Single, Pull-down list. 1: Yes 2: No	
<i>If so, confirm you are willing to provide your written URAC report for each location accreditation (your response should be applicable to the specific locations of the LGHIB's members).</i>	Select Answer Single, Pull-down list. 1: Yes 2: No	
<i>Is your plan/network NCQA accredited (your response should be applicable to the specific locations of this client's members)?</i>	Select Answer Single, Pull-down list. 1: Yes 2: No	
<i>If so, confirm you will provide your written NCQA report for each location accreditation (your response should be applicable to the specific locations of the LGHIB's members)?</i>	Select Answer Single, Pull-down list. 1: Yes 2: No	
<i>If your plan/network is NCQA accredited, what was the accreditation date?</i>		
<i>If your plan/network is NCQA accredited, what is the next reevaluation date?</i>		

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5.22.27 Check off those elements that are included in the provider selection process and provide the estimated percentage of network providers that satisfy the following selection criteria elements:

	<i>In Selection Process</i>	<i>% of Providers</i>
<i>Require unrestricted state licensure</i>	<i>Select Answer Single, Pull-down list. 1: Yes 2: No</i>	
<i>Review malpractice coverage and history</i>	<i>Select Answer Single, Pull-down list. 1: Yes 2: No</i>	
<i>Require full disclosure of current litigation</i>	<i>Select Answer Single, Pull-down list. 1: Yes 2: No</i>	
<i>Require current DEA registration</i>	<i>Select Answer Single, Pull-down list. 1: Yes 2: No</i>	
<i>Review adherence to state and community practice standards</i>	<i>Select Answer Single, Pull-down list. 1: Yes 2: No</i>	
<i>Onsite review of office location</i>	<i>Select Answer Single, Pull-down list. 1: Yes 2: No</i>	

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<i>Review hours of operation and capacity</i>	<i>Select Answer Single, Pull-down list. 1: Yes 2: No</i>	
<i>Board eligibility</i>	<i>Select Answer Single, Pull-down list. 1: Yes 2: No</i>	
<i>Review practice patterns and utilization results</i>	<i>Select Answer Single, Pull-down list. 1: Yes 2: No</i>	

5.22.28 *Provided they meet your network's standards, are you willing to enroll non-network providers who currently treat the LGHIB's program participants and their dependents? If yes, describe your process to contract with such providers.*

Select Answer

Explain:

5.22.29 *How do you engage network physicians to work toward improved HEDIS requirements in patients?*

Explain:

5.22.30 *How closely do you monitor the performance of the DME network? Please include specifics regarding frequency of monitoring as well as measurements.*

Explain:

5.22.31 *Confirm that you will provide monthly DME reports to the LGHIB, which will provide complete details of paid claim dollars, equipment utilization details (types of equipment), and in- and out-of-network utilization savings.*

Explain:

5.22.32 *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:*

provider relations and outreach strategies

types of providers included

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topic specific education
changes such as new products or policies
practice-based support
alignment with local and statewide provider societies continuous improvement
 Explain:

5.22.33 *How many provider advocates do you have working in the state of Alabama? Please list those employees physically working in Alabama and those working telephonically in Alabama.*
 Explain:

5.22.34 *Describe any processes, interactions and resources you employ to support providers with payment services and policies including items such as:*
claims filing and processing
coding
clinical criteria and code editors
coverage determinations
prior authorizations
rejected claims or claims denial outreach
medical necessity denials verses admin denials
other carrier policies
escalated issues and quick/accurate issue resolutions
review of trends for targeted and ongoing education
 Explain:

5.22.35 *Describe your Transplant network.*
 Explain:

5.22.36 *Confirm the existence of and describe the services and programs for each of the following Centers of Excellence:*

	<i>Response</i>	<i>Describe</i>
<i>Bariatric surgery</i>	<i>Select Answer Single, Pull-down list. 1: Confirmed 2: Not Confirmed</i>	

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<i>Cancer</i>	<i>Select Answer Single, Pull-down list. 1: Confirmed 2: Not Confirmed</i>	
<i>Cardiovascular</i>	<i>Select Answer Single, Pull-down list. 1: Confirmed 2: Not Confirmed</i>	
<i>Transplants</i>	<i>Select Answer Single, Pull-down list. 1: Confirmed 2: Not Confirmed</i>	
<i>End Stage Renal Disease</i>	<i>Select Answer Single, Pull-down list. 1: Confirmed 2: Not Confirmed</i>	
<i>Any other Centers of Excellence</i>	<i>Select Answer Single, Pull-down list. 1: Confirmed 2: Not Confirmed</i>	

5.22.37 How do members access the Centers of Excellence (COE) and/or Transplant networks?

Select Answer

Explain:

5.22.38 How frequently do you monitor the quality of your COEs to ensure they continue to deserve the designation?

Explain:

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5.22.39 *What are your capabilities to provide actual outcome quality data regarding COEs to members so that they can make wiser choices regarding where they seek care and in turn realize better outcomes and lower cost for the Plan?*

Explain:

5.22.40 *What percentage of physician contracts contain performance metrics related to preventive care and screening activities both nationally and in Alabama?*

Explain:

5.22.41 *What are your goals for the percentage of dollars at risk based on these preventive and screening metrics?*

Explain:

5.22.42 *What percentage of physician contracts contain performance metrics for (1) generic, biosimilar or low-cost drug prescribing and (2) in-network referral for lab, imaging, and other medical services, both nationally and in Alabama?*

Explain:

5.22.43 *What are your goals for the percentage of dollars at risk based on these cost-containment metrics?*

Explain:

5.22.44 *What percentage of physician contracts contain performance metrics or incentives for improved clinical metrics i.e. lower A1C, cholesterol, blood pressure, improved physical activity and nutrition, etc., both nationally and in Alabama?*

Explain:

5.22.45 *What percentage of physician contracts contain performance metrics or incentives to refer patients that qualify for LGHIB clinical programs to those programs.*

Explain:

5.22.46 *What are your goals for the percentage of dollars at risk based on these clinical quality metrics?*

Explain:

5.22.47 *Describe any other value-based contracting practices you have in place both nationally and in Alabama.*

Explain:

5.22.48 *What are your capabilities to provide actual physician outcome quality data to members so that they can make wiser choices regarding where they seek care and in turn realize better outcomes and lower cost for the Plan?*

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Explain:

5.22.49 Describe your efforts to inform providers of their performance metrics and your strategies to help providers improve quality and clinical outcomes. If risk scores are part of process, please elaborate.

Explain:

5.22.50 Indicate what percentage of non-facility provider reimbursement is through the following types of payments for the network being proposed:

	<i>Primary Care Physicians (%)</i>	<i>Specialist Physicians (%)</i>	<i>Other Professionals (%)</i>
<i>Fee Schedule</i>			
<i>Discount off Charges</i>			
<i>Bundled Payment</i>			
<i>Capitation</i>			
<i>Other (specify in additional rows)</i>			
<i>Total</i>	<i>100%</i>	<i>100%</i>	<i>100%</i>

5.22.51 Indicate what percentage of facility reimbursement is through the following types of payments for the network being proposed:

	<i>Inpatient Hospital (%)</i>	<i>Outpatient Hospital (%)</i>	<i>Other Outpatient Facilities (%)</i>

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<i>DRG</i>			
<i>APC or other OP per case</i>			
<i>Discount off Charges</i>			
<i>Bundled Payment</i>			
<i>Per diem rate (by bed type)</i>			
<i>Per diem rate (global)</i>			
<i>Other (specify in additional rows)</i>			
<i>Total</i>	<i>100%</i>	<i>100%</i>	<i>100%</i>

5.22.52 Please fill in the average provider discounts off eligible charges and the corresponding % of Medicare reimbursements with contracts as of March 1, 2024

<i>Provider Type</i>	<i>Discount %</i>	<i>% of Medicare</i>
<i>Primary Care Physicians</i>		
<i>Specialists</i>		

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<i>Diagnostic Services</i>		
<i>Inpatient Hospital</i>		
<i>Outpatient Hospital</i>		
<i>Other Medical Services</i>		

5.22.53 Describe your ability to negotiate favorable reimbursements on behalf of the LGHIB and the members.

Explain:

5.22.54 Describe your reimbursement policy for non-network claims. What is your standard out of network UCR percentile for Medical and for Dental? Under what circumstances would you deviate from this?

Explain:

5.22.55 Does your company negotiate discounts with non-network providers and facilities on a case-by-case basis? Describe this program and indicate how you are compensated for this program (e.g., PEPM, percent of savings).

Explain:

5.22.56 How do you price HCPCS codes? What is your reimbursement on HCPCS codes?

Explain:

5.23 Medical Management - General

5.23.1 The Vendor must maintain an adequate number of medically trained staff in a unit dedicated to service this account. The dedicated unit will perform a variety of functions including provider credentialing support, network management, medical policy research, utilization management support, review of claims for abusive or excessive filings, specialized claim review, and appeals resolutions.

Select Answer

Explain:

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5.23.2 Complete the following staffing levels for calendar year 2023:

<i>Staffing – Full-time equivalent employees</i>	<i>Utilization Management Services</i>	<i>Mental Health</i>	<i>Case Management</i>	<i>Disease Management</i>
<i>Intake Personnel</i>				
<i>Clinical Staff</i>				
<i>Full-time equivalent RNs</i>				
<i>Full-time equivalent MDs</i>				
<i>Part-time MDs</i>				

5.23.3 The Vendor must also have available support staff to participate in on-site assessments of various facilities or providers. It is desirable that this staff have experience in provider credentialing and relations as well as hospital and medical audit experience.

Select Answer

Explain:

5.23.4 Describe your approach to managing the care and behavior of “super-utilizers” (patients whose utilization of emergency rooms and hospital inpatient services admissions is greater than the norm).

Explain:

5.23.5 Do you have customized, rigorous preservice programs for any specific medical procedures, currently in place with clients? Please describe.

Select Answer

Explain:

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5.23.6 Describe your approach to large case management and complex care.

Explain:

5.23.7 Describe identification and selection criteria for individual case management.

Explain:

5.23.8 Describe, in detail, how your case management program would facilitate continuity of care and support for participants while managing Plan benefits in a way that promotes high-quality, cost-effective outcomes.

Explain:

5.23.9 Who prepares and who authorizes the case management treatment plan? What follow-up procedures are there for case management?

Explain:

5.23.10 Describe the system access case managers have to medical and behavioral health records and imaged documents when handling telephonic and online inquiries.

Explain:

5.23.11 Describe your procedures to successfully contact members selected for case management. What are all the methods in which you attempt to reach a member? How many attempts are made? What services or efforts are used to obtain updated contact information?

Explain:

5.23.12 Describe your processes for inpatient care management and post-acute transitions including items such as:

clinical workflow process and timely information exchange with inpatient care management team to facilitate ongoing care coordination

peer-to-peer discussions during case reviews

inpatient care managers in the facilities for care coordination

discharge care planning to ensure coordination, alignment and appropriateness to meet member expectations

on-site nurse advocates for discharge planning and communication with members and families when appropriate in addition to hospital discharge planners

post-acute transitions

monitoring of recent case decisions including turn-around times, short-term and long-term clinical results

Explain:

5.23.13 Describe how you monitor the LGHIB's inpatient population in network facilities and out-of-network facilities on a real-time basis.

Explain:

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5.23.14 Please explain how you will handle transition of care whether to other facilities or to a patient's home.

<i>Hospitalized members</i>	
<i>Members in treatment</i>	
<i>Maternity members</i>	

5.23.15 How many hospital based case managers assisting with transition of care and discharge planning do you have in Alabama? Describe the typical services of these case managers in terms of transition of care.

Explain:

5.23.16 The LGHIB desires a robust and aggressive Case Management program. Confirm your willingness to work with the LGHIB to develop/customize a more flexible identification process for case management protocols, with the goal of optimizing care while eliminating excess cost that will be specific to the LGHIB and the LGHIB's needs.

Select Answer

5.23.17 Confirm you will meet (in-person or via conference call) with the LGHIB monthly or as needed regarding progress in case management, cases worked, savings achieved, transmission problems and any other issues related to the plan.

Select Answer

Explain:

5.24 Medical Management - Medical Policy

5.24.1 The Vendor must maintain detailed medical policy guidelines for determining specific medical coverage issues. Such policy guidelines shall be updated and the LGHIB furnished with copies of recommended decisions as well as back-up documentation, which support the policy recommendation. This documentation shall cite the credentials of the review panel and the basis on which coverage recommendations have been made.

In addition, the Vendor must periodically review and assess new technologies and provide policy and coverage recommendations to the plan.

Recognizing that such information may be proprietary, it is desirable that the Vendor have basic knowledge of other large Group Plans' (Medicare, LGHIB, and private groups) coverage guidelines.

Select Answer

Explain:

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5.25 Medical Management - Medical Necessity/Utilization Management

5.25.1 The plans offered by the LGHIB include "medical necessity" requirements for reimbursement of medical and surgical expenses. The Vendor's IT system should identify suspect claims because of an excessive number of units, visits, days, or the like and suspend these claims for further review. The Vendor must also review claims for nursing services, durable medical equipment and other similar services for statements of medical necessity. The review must include checking for reasonableness and customary practices. The Vendor must provide utilization management services that include the following:

Precertification;

Concurrent review;

Discharge planning;

Case Management;

Disease management; and

Gaps in Care.

For more information on the Utilization Management programs see the LGHIP Health Handbook, in the website:

www.lghip.org

Select Answer

Explain:

5.25.2 Please describe your process for updating clinical protocols including the frequency of updates.

Explain:

5.25.3 What is your average turnaround time from receipt of complete clinical information to the rendering of a certification decision?

Explain:

5.25.4 While performing concurrent review, if it is determined that continued stay is not medically necessary, what is your procedure for notifying the member and the provider(s)?

Explain:

5.25.5 Describe your Utilization Management programs including your pre-service review process (i.e., precertification, prior authorization).

Explain:

5.25.6 Describe your methods for internally monitoring and evaluating the performance of utilization management activities.

Explain:

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5.25.7 Describe how you would identify service utilization problems and the corrective actions you would implement.

Explain:

5.25.8 Please provide the following utilization statistics for calendar year 2023: Hospital days / 1,000; outpatient physician visits / 1,000; emergency room visits / 1,000; and ambulatory surgery visits / 1,000; specifically, we are requesting your Alabama active book of business data only - without any Medicare information. Additionally, please specify the average age of this population.

Explain:

5.26 Medical Management - Unbundling and Upcoding Software

5.26.1 The Vendor must have a fully automated claims auditing system in place that is clinically-oriented and designed to analyze coded claims data to ensure that CPT codes are correctly identified and reimbursed. The editing capability should also include:

The determination of (and re-pricing where appropriate) procedure unbundling;

Separate billing for incidental services;

Simultaneous billing of mutually-exclusive procedures;

Identification and management of incorrect use of CPT coding rules;

Additional non-incident surgical procedures;

The denial of payment for same day care by physicians with same specialty;

The denial of payment for surgical follow-up care within a reasonably short follow-up period;

Age and sex appropriateness;

Cosmetic procedures; and

Assistant surgeon claims.

Select Answer

Explain:

5.27 Medical Management - Specialized Claims Review

5.27.1 The Vendor must have on staff (and be accessible to LGHIB personnel) an adequate number of medically trained personnel, whose primary duties include: assistance in evaluating claims for medical necessity and for conditions which may fall under the cosmetic procedure limitations of the plan, medical policy re-pricing, daily UR contact and bill verification, approval of DME, and applying specialized reimbursement guidelines on surgical claims.

The Vendor must have reasonable access to a physician advisor and in addition maintain contractual relationships with peer review organizations (medical, chiropractic, and dental) for determining (upon LGHIB request) medical necessity or price variances.

The Vendor must have the ability to provide some of these services on a prospective basis when necessary.

Select Answer

Explain:

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5.28 Medical Management - Administer Appeals

5.28.1 The Vendor must provide for the fair and timely hearing of member grievances to denied services. Each appeal should:

Ensure proper instruction from customer service;

Maintain health care professionals who have appropriate expertise; and

Ensure fair, proper and consistent adjudication of the claim.

Select Answer

Explain:

5.29 Medical Management – Incapacitated Dependent Determination

5.29.1 The Vendor will be responsible for approving/denying incapacitated dependent requests. In addition, the vendor will be responsible for reviewing those determinations upon request .

Select Answer

Explain:

5.30 Behavioral Health

5.30.1 Provide a brief overview of your program and address how your behavioral health interventions are integrated with your medical interventions.

Explain:

5.30.2 Which, if any, behavioral health services are subcontracted? Identify the program, the subcontractor, and background on your organization's relationship with them.

Explain:

5.30.3 Describe the process for plan participants to access behavioral health services in primary a care setting, during chronic condition case management, during an acute inpatient episode, and during post-discharge follow up.

Explain:

5.30.4 Describe any efforts used to educate members on available behavioral health services. Also describe education efforts to medical providers and facilities of your behavioral health services so that members who could benefit from those services can be referred if presenting at a medical provider.

Explain:

5.30.5 Are specialty case managers used to manage Mental Health/Substance Use Disorder cases? What are their credentials?

Select Answer

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Explain:

5.30.6 Does the same case manager handle the member's care through all levels of care? For example, inpatient, intermediate, and outpatient?

Select Answer

Explain:

5.30.7 How long is a patient monitored after discharge?

Explain:

5.30.8 What guidelines do you use to ensure appropriateness of treatment (utilization and duration for relevant medications and services)?

Explain:

5.30.9 Do Mental Health/Substance Use Disorder case managers routinely co-manage cases with medical and/or disease management case managers?

Select Answer

Explain:

5.30.10 Confirm you offer a comprehensive behavioral health network that includes a variation of providers such as Psychiatrists (MDs), Psychologists, Therapists, Counselors, Social Workers, DEA waiver providers, ABA Paraprofessionals, etc.

Select Answer

Explain:

5.30.11 What percentage of your in-network behavioral health providers are accepting new patients? And what is the typical wait time for an appointment?

Explain:

5.30.12 Do you have a clinically integrated delivery system that coordinates behavioral health services with medical services to improve the quality of care? Please describe.

Explain:

5.30.13 Describe your (or your behavioral health subcontractor's) philosophy for best practice treatment for members with opioid addiction needing inpatient substance use services.

Explain:

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5.30.14 Describe how the size and caliber of your network will effectively meet the LGHIB's behavioral health needs.

Explain:

5.30.15 Confirm you will provide a comparative analysis of nonquantitative treatment limits (NQTs) between mental health and substance abuse and medical or surgical benefits in accordance with the Mental Health Parity and Addiction Equity Act requirements.

Select Answer

Explain:

5.30.16 Confirm you will respond on the LGHIB's behalf to any request from a regulatory agency regarding Mental Health Parity compliance.

Select Answer

Explain:

5.30.17 If the plan is deemed to be out of compliance with Mental Health Parity requirements confirm you will assist the LGHIB in reaching compliance prior to any regulatory deadline.

Select Answer

Explain:

5.31 Specialized Programs and Networks

5.31.1 Do you currently work with clients to create clinical and utilization management programs for prescription drugs covered through the medical benefit? If yes, describe your programs.

Explain:

5.31.2 Describe how you monitor the accuracy of the administration of these drugs (i.e. how do you ensure the authorized drug and dosage mirrors the actual administration of the drug and dosage?).

Explain:

5.31.3 Confirm your organization will work with the LGHIB and its third party consultants to create custom clinical and utilization management programs for prescription drugs covered through the medical benefit that are clinically and financially sound, acknowledging that the program criteria the LGHIB is requesting is likely to be more robust and stringent than the standard program you normally implement.

Explain:

5.31.4 Confirm your Account Team will include a dedicated clinical resource to work with the LGHIB management to better manage prescription drugs covered through the medical benefit.

Select Answer

Explain:

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5.31.5 Confirm you will lead calls, as needed, to review all new drugs to market, high dollar calls, identifying high-cost, low-value outliers for exclusion, identifying the lowest cost site of care, etc.

Select Answer

Explain:

5.31.6 Describe how you manage and/or influence utilization of the most appropriate and cost-efficient site of care for administration of prescription drugs administered through the medical benefit.

Explain:

5.31.7 Do you currently have contracted rates with network providers for drugs administered through the medical benefit? Do they include rebates?

Explain:

5.31.8 Confirm that your organization will report to LGHIB quarterly the full value of rebates you receive for LGHIB members and pass along 100% of these rebates to LGHIB.

Explain:

5.31.9 Describe any programs or processes currently in place or being developed to contract with network providers for pricing on these drugs.

Explain:

5.31.10 Are you able to work with the PBM to secure aggressive rebates on claims processed under the medical benefit? If so, please explain your process.

Explain:

5.31.11 Do you agree to work with LGHIB and their PBM or other third party to block specific drugs to be managed by PBM (i.e. self-injected RA or MS medications)? Do you agree to review site of care for infused and injectable specialty medications and ensure member is directed to lowest site of care without jeopardizing member's overall health?

Explain:

5.31.12 Describe your reporting and monitoring of prescription drugs administered through the medical benefit. What information is tracked? What patterns and trends do you monitor? What steps do you take to ensure the appropriate specialty drugs are utilized (i.e. no off-label use unless supported by medical compendia). How will you collaborate with LGHIB's PBM for case management?

Explain:

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5.31.13 Do you have an agreement with a GPO to access rebates for drugs administered through the medical benefit? If so, please confirm you will pay LGHIB any remuneration you, or your GPO, receives from pharmaceutical manufacturers, or any other source, that is directly or indirectly associated with LGHIP utilization.

Explain:

5.31.14 Confirm you have a program in place, or a partner under contract, that allows LGHIB to access and maximize medical drug manufacturer's coupon/copay assistance.

Select Answer

Explain:

5.31.15 Confirm LGHIB or their selected third party will not be restricted in auditing Specialty Rx rebates paid for LGHIB members

Select Answer

Explain:

5.31.16 Confirm you will provide all NDC level and/or 14-character GPI codes associated with such medical claims in the claims file.

Select Answer

Explain:

5.31.17 Describe your approach to providing telemedicine services (e.g., immediate service, care coordination with PCP providers, etc.), and the advantages/disadvantages of this approach.

Explain:

5.31.18 What adjustments, if any, have you made to your telemedicine benefit since inception to make it more successful in truly redirecting utilization by treating members effectively and to their satisfaction?

Explain:

5.31.19 Describe what services are included in a typical telemedicine consultation fee.

Explain:

5.31.20 Describe your maternity management program's services and offerings, including the credentials of the care team.

Explain:

5.31.21 The LGHIB currently offers an incentive to encourage expectant mothers to enroll in and stay engaged in the program throughout the duration of pregnancy. Would you propose offering other or different incentives?

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Explain:

5.31.22 Describe how you track program outcomes and measure success for maternity management. Please share your program's outcomes for 2022 and 2023, respectively.

Explain:

5.31.23 Describe your network for ground ambulance providers? If so, how many providers are in the network, and what requirements are in the hospital contracts for them to use in-network providers when transporting from hospital to hospital?

Explain:

5.31.24 How many ground ambulance transportations (%) get denied (retroactively) each year? In case of denial, how do you administer those cases while holding the patient harmless?

Explain:

5.31.25 How do you manage ground ambulance transportation, so it is cost effective for the LGHIB in the event of a ground ambulance claim?

Explain:

5.31.26 For each of the specialty programs listed below, provide a brief description of: your program; specialty networks/centers of excellence services coverage available throughout the State of Alabama; number of providers in Alabama; precertification requirements; how members are directed; how quality and cost efficiency are improved; how outcomes are tracked and measured; outcomes for 2022 and 2023

	<i>Response</i>
<i>Hemophilia Management</i>	
<i>Opioid Management</i>	
<i>Dialysis Management and Clinic Support</i>	
<i>Oncology Management</i>	

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<i>Joint and Hip Replacement Management</i>	
<i>Applied Behavioral Analysis (ABA) Management</i>	
<i>Sleep Studies, In Lab and Home Management</i>	
<i>Genetic Testing and Utilization Management</i>	
<i>Other</i>	

5.31.27 If you offer an Opioid Management Program, describe how you monitor physician's prescribing patterns and identify potential over prescribers? What is your process to educate, track and follow up with potential over prescribers?

Explain:

5.31.28 If you offer Opioid Management, what reporting do you have in place to measure the overall effect for individual members affected by your utilization management?

Explain:

5.32 Diabetes Programs

5.32.1 For pre-diabetes and diabetes, provide a brief description of:

	<i>Response</i>
<i>your program(s)</i>	
<i>specialty networks/centers of excellence</i>	

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<i>services</i>	
<i>coverage available throughout the State of Alabama</i>	
<i>number of providers in Alabama</i>	
<i>Identification of candidates and/or precertification requirements</i>	
<i>how members are incented and directed</i>	
<i>how quality and cost efficiency are improved</i>	
<i>how outcomes were tracked and measured for 2022 and 2023</i>	

5.32.2 Describe how you will support and partner with the LGHIB in changing the culture around pre-diabetes and diabetes in the LGHIB plan. Include specific actions you can take in Alabama.

Explain:

5.32.3 What are the greatest areas of opportunity to impact member health with respect to obesity, pre-diabetes and diabetes?

Explain:

5.32.4 How will your organization encourage members to become more motivated and engaged in their personal health and well-being through continuous activity and learning? How can you get members to 'buy in'?

Explain:

5.32.5 How will your organization encourage providers to promote lifestyle change (i.e., through value-based contracting, other initiatives, etc.)?

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Explain:

5.32.6 What might an advertising and marketing campaign look like to 'get the word out' and influence a healthier culture? How could you leverage community and state leaders/influencers?

Explain:

5.32.7 What financial and non-financial resources are you willing to commit to this initiative?

Explain:

5.32.8 What dollar amount are you willing to commit for a marketing campaign?

Explain:

5.33 Dental Benefit Management

5.33.1 The Vendor must be able to administer the dental benefits outlined on www.lghip.org. The Vendor will be required to provide a comprehensive network of dental providers throughout the state. The Vendor will receive dental information electronically at the time of service, perform applicable review services, and subsequently provide claims adjudication services.

Select Answer

Explain:

5.34 Financial Management - General

5.34.1 The Vendor's IT system must be satisfactorily interfaced and integrated to minimize manual controls and transactions between the financial cash payment, reconciliation, and cash receivables systems.

The Vendor must establish acceptable internal controls and separation of duties (according to generally accepted accounting practices) for issuing drafts, controlling cash disbursement, canceling accounts receivable (claim refunds), voiding of drafts and reconciling bank statements.

The Vendor must have the capability of controlling adjustments to claim payments, such as returned drafts, voided drafts, and forged drafts. The Vendor must maintain documentation detailing the status and disposition of returned drafts. Voiding, re-issuing or other corrections to drafts must be made without changing the original claim data. Transactions for claim adjustments must be processed by:

*Reversing the previous reimbursement amounts and units of service in an exact image of the paid claim; and
Processing a positive record of adjustment to the claim, if any, indicating the same information as if the adjustment were an original claim.*

The Vendor must have the capability of transmitting daily, monthly and quarterly electronic media and paper reports of these adjustments to the LGHIB. Such adjustments must be reconcilable to the LGHIB's financial records.

The Vendor must have the ability to transmit, on a monthly basis, paper reports, and electronic media; as outlined in the report section, in order for the LGHIB to balance financial records and reconcile all differences in payments, receivables and outstanding drafts.

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The Vendor must prepare and submit reports to satisfy the requirements for payments to providers and/or members in accordance with federal law and regulations.

Select Answer

Explain:

5.34.2 What data/electronic information is needed to coordinate billing between you and the LGHIB for services provided?

Explain:

5.34.3 For administration only services, please explain the claims funding process.

Explain:

5.34.4 Are funds requested from the LGHIB when a check is issued or when it is cleared?

Select Answer

5.34.5 Currently, the LGHIB can remit payment for an invoice via check or EFT only. Confirm that you are able to accept both of these payment formats.

Select Answer

5.34.6 What is the frequency for claim funding?

Select Answer

Explain:

5.34.7 Confirm you do not require an initial deposit and/or imprest amount?

Select Answer

5.34.8 Confirm you will not charge interest on negative cash flow for any delay of wire transfer.

Select Answer

5.34.9 How often are claims released for payment? How often are EOBs produced and released to members and providers? Please also indicate if out-of-network providers are sent payments (e.g. in the form of a check) or if payment goes to the participant.

Select Answer

Explain:

5.34.10 Do the banking reports reflect issued or cleared checks? What is the process for returned checks and uncleared checks?

Select Answer

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5.34.11 Confirm that the LGHIB will not be charged for reissued checks or drafts.

Select Answer

5.34.12 Confirm that you will accept fiduciary responsibility for claims processing at no additional charge. Please describe your definition of fiduciary responsibility.

Select Answer

5.34.13 Do you require that self-funded plans use a specific bank for funding claims? If yes, indicate the name of the bank.

Select Answer

Explain:

5.34.14 Are there any other banking fees or claims processing fee that LGHIB will be responsible for?

Select Answer

Explain:

5.34.15 How do plan members file a claim when using a non-network provider?

Explain:

5.34.16 When overpayments are made to providers how are the overpayments recovered?

Explain:

5.34.17 What is the process for refunding claims paid in error?

Explain:

5.34.18 Confirm if your organization agrees to allow for retroactive adjustments to coverage and recalculation of fees for new hires, terminations, and status changes, if applicable.

Select Answer

Explain:

5.35 Financial Management - Data Management

5.35.1 The Vendor must stay current with industry standards and use the latest version of Current Procedural Terminology codes for procedures (CPT and HCPCS).

The Vendor must use conventions acceptable by the health insurance industry when coding and storing the hospital claim information, including revenue code, discharge status and continued confinement.

The Vendor should use already established unique codes for identifying items of durable medical equipment, home care, hyper alimentation, and other similar types of care.

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The Vendor must be prepared to actively cooperate with other Subcontractors and provide data to the claims analysis Vendor in furtherance of its efforts to reduce and control costs of the LGHIB.

Select Answer

Explain:

5.36 Financial Management - Claim Refunds and Adjustments

5.36.1 Claim overpayments may be identified by the Vendor or the LGHIB. The Vendor shall be responsible for collecting all claim overpayments. The Vendor shall initiate the request for refund from the payee, or from the member if the provider has refunded the overpayment to the member. The LGHIB desires the Vendor's IT system to have the capability of reducing future benefit payments on behalf of the member by the amount of the overpayment.

The Vendor must adjust the member's claim history and all maximum and deductible accumulators to reflect the refund by:

*Reversing the previous reimbursement amounts and units of service in an exact image of the paid claim; and
Processing a positive record of adjustment (with explanation) to a claim, if any, indicating the same information as if the adjustment were an original claim.*

The Vendor must have established internal controls over returned drafts.

The Vendor's IT financial sub-system must have the ability to establish accounts receivable for requested claim refunds, record collection amounts, maintain balances, and control the claim history adjustment for unsolicited repayments.

Select Answer

Explain:

5.37 Financial Management - Audit Procedures

5.37.1 The awarded Vendor must supply the LGHIB with documentation of the IT system to meet the standards as outlined in this section for performing audits. Prior to implementing any subsequent system modification requested by the LGHIB and agreed to by the Vendor, the Vendor must document the modification and confirm the appropriateness of the design modification with the LGHIB. The system modification must be tested through acceptable user testing processes prior to installation. The system documentation provided to the LGHIB must be updated within thirty (30) days after implementation of the modification.

The Vendor must demonstrate the ability to control various approval levels based on staff assigned security codes.

The Vendor must maintain a structured internal review process using sampling techniques and conducted by supervisory staff for work performed by each claims adjudicator.

The Vendor must utilize its internal auditors to conduct a structured review of the work performed by each claims adjudicator. The Vendor will have completed by October 1 of each year an IT systems audit by an independent auditing firm which has had prior IT auditing experience with other fiscal agents. An independent auditing firm means an organization other than the CPA firm engaged as the Vendor's corporate auditor. The selection of, and contract with, the independent auditor shall be subject to the approval of the LGHIB. Since such audits are not intended to fully satisfy all auditing requirements of the LGHIB, the LGHIB reserves the right

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to fully and completely audit, at his/her discretion, all aspects of the Vendor's operation that have effect upon the LGHIB – either on an interim audit basis or at the end of the LGHIB fiscal year.

The independent auditing firm will simultaneously deliver identical reports of its findings and recommendations to the Vendor and to the LGHIB within one (1) month after the close of each review period.

This audit shall be conducted and the report shall be prepared in accordance with generally accepted auditing standards for electronic data processing audits as defined in the publications of the American Institute of Certified Public Accounts entitled Statements on Standards for Attestation Engagements (SSAE) No. 18, Reporting on Controls at a Service Organization. In addition to the usual and customary scope of this electronic data processing system audit, which includes the production of a report on both the design of the system and also, specific compliance tests that are directed to specific objectives of internal accounting control, the program for the audit must address all of the required features – but, not limited to the provisions for the operating system outlined in this RFP. The LGHIB will use the findings and recommendations of each such report as part of its ongoing LGHIB monitoring process.

The Vendor must respond to the audit findings and recommendations within 30 days of receipt of the audit and submit an acceptable proposed corrective action plan to the LGHIB. The Vendor must implement the corrective action plan within 40 days of its approval by the LGHIB.

The Vendor shall audit any organization utilizing EDI on a periodic basis and shall furnish the LGHIB with a copy of the results of such audit. The Vendor agrees to audit any hospital provider and large multi-specialty physician group on a scheduled and structured basis no less frequently than every two (2) years or at the request of the LGHIB. EDI claims entry must be conducted by an organizational unit independent of the Vendor's dedicated unit processing claims for LGHIB. Audits may be performed by the Vendor's Corporate Internal Audit function or by an independent auditing firm.

Select Answer

Explain:

5.38 Financial Management - Fraud and Abuse Controls

5.38.1 The Vendor must reimburse the LGHIB for all losses and judgments due to error, fraud, misuse, and abuse of the EDI claims entry system by the provider or provider's staff.

The Vendor must demonstrate through internal audits or other internal monitoring processes that processing controls are present and that the level of accuracy meets minimum standards. The Vendor must dedicate staff for detecting and documenting fraud and overutilization of benefits.

The Vendor must maintain medically trained staff to service this account.

The staff should be trained to look for signs of fraud including:

Hospital bills submitted directly by an employee;

Claim forms or medical bills with alterations (e.g., erasures, strikeouts or whiteouts);

Repeat accident claims of similar nature;

No assignment of benefits to provider for large amounts; and

Post office box address where payment is to be sent.

The LGHIB must have timely access to a full-time physician medical director in the employment of the Vendor.

The Vendor must also maintain contractual relationships with peer review organizations (medical, chiropractic, and dental) for determining (upon request) medical necessity or price variances.

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The Vendor must perform analyses on claim patterns and physician practice patterns to determine fraudulent and abusive filings. The Vendor must have the capability of performing statistical analyses of physician charges to look for potential areas of abuse. The Vendor must support the fact-finding efforts by researching claim histories, corresponding with providers and employees, and performing analysis of the findings. If the LGHIB pursues any legal action, the Vendor must assist the LGHIB and, if required, testify in such proceedings. The Vendor's obligations include information gathering, testifying, and analysis of findings.

It is desirable that the Vendor be a member of the National Health Care Anti-Fraud Association (NHCAA).

In addition to these basic elements, the Vendor must be able to satisfy the following cost control design requirements:

The automated ability to "flag" individual service providers' and/or employees' records so as to suspend all claims for cases potentially involving fraudulent and/or abusive filings based on internally detected patterns of behavior or based on notification from the State of Alabama; and,

The Vendor will cooperate with the LGHIB's independent claims auditing process.

Select Answer

Explain:

5.39 Audits

5.39.1 The LGHIB, via its auditor, has the right to perform audits with different scopes, including of specialty Rx rebates, at different times during the contract year at no costs to the LGHIB.

Select Answer

5.39.2 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.

Select Answer

5.39.3 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.

Select Answer

5.39.4 Your organization 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.

Select Answer

5.39.5 Confirm you will allow Mercer Health & Benefits, LLC., or any other party selected by the LGHIB, to audit all provisions governed by the contract.

Select Answer

5.39.6 Confirm you agree not to charge the LGHIB for EOBs/claims issued as corrections due to audits.

Select Answer

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5.39.7 The audit provision shall survive the termination of the agreement between the parties for a period of 3 years.

Select Answer

Explain:

5.39.8 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.

Select Answer

Explain:

5.40 Data and Reporting

5.40.1 The Vendor must submit raw claims data and standardized reports to the LGHIB. The LGHIB requires extensive reporting in the areas of cash, finance, claims statistics, types of claims cost/service utilization, areas of benefit payments, claims inventory, work statistics and every aspect of the claims processing/adjudication and financial systems. Reporting may be monthly, quarterly, semi-annually, annually or as required by the LGHIB. The reports m be via acceptable electronic media.

Select Answer

Explain:

5.40.2 Describe capabilities that are available to the LGHIB staff through your employer portal (i.e., view eligibility changes and validate eligibility data, view claims, pull standard reports, create customized ad hoc reports, etc.)?

Explain:

5.40.3 Does the online system allow the LGHIB to assign different levels of access, internally?

Select Answer

5.40.4 Confirm that your organization will provide to the LGHIB monthly claim data in a mutually agreed upon format by the 3rd working day of the month following the reporting month.

Select Answer

5.40.5 Confirm the monthly claims data will include member level detail using SSNs and the LGHIB-assigned Individual contract number.

Select Answer

Explain:

5.40.6 Indicate the reports you can provide on both a quarterly and an annual basis:

Check all that apply

1: Financial Claim Update,

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- 2: Utilization Review,
- 3: Network Utilization,
- 4: Clinical Review,
- 5: Preventive services,
- 6: Case Management,
- 7: Large Claimants,
- 8: Hospital Inpatient Review,
- 9: Maternity Program,
- 10: Hemophilia Management Program,
- 11: Other Programs

5.40.7 Please attach sample quarterly and year-end financial and clinical management reporting packages (all files must be zipped under one file).

Select Answer

Explain:

5.40.8 What tools do you offer clients to spot and identify trends in claim information?

Explain:

5.40.9 Confirm ad hoc or customized reporting (including utilization information) will be provided to LGHIB at no cost.

Select Answer

Explain:

5.40.10 Confirm that you will make available relevant and capable IT staffing to accommodate the reporting needs of the LGHIB in a timely manner.

Select Answer

Explain:

5.40.11 What is the normal turnaround time to fulfill ad hoc or customized reporting requests?

Explain:

5.40.12 Reports must be stratified by Plan, if applicable, and sub-stratified by: Actives, Retirees <65, and Dependent <65. Please confirm that you agree to this provision.

Select Answer

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5.40.13 Confirm that you will provide LGHIB with any information required to meet its reporting obligations in accordance with federal law and regulations including any future changes thereto (i.e. PCORI, Form 5500s) and you will provide all certification and reporting requirements mandated by federal regulations.

Select Answer

5.41 Other Services

5.41.1 What are your organization's categories of gaps in care and how do you quantify them?

Explain:

5.41.2 Describe how your organization identifies and monitors patient gaps in care.

Explain:

5.41.3 What is your organization's process to close the identified gaps in care and how do you track the closings? Describe outreach to members and/or providers, if any.

Explain:

5.41.4 Describe any member advocacy, navigation services, or programs you offer in addition to the traditional core member services center.

Explain:

5.41.5 Are there any additional charges for the advocacy or navigation services?

Explain:

5.41.6 What specific outcomes have you achieved with clients that utilize the advocacy and navigation programs?

Explain:

5.41.7 Please describe what differentiates the product/model you are proposing for LGHIB from other such offerings in the marketplace.

Explain:

5.41.8 Please provide your current customer Book of Business (BOB) membership for clients that have this proposed advocacy solution in place. If you have multiple health advocacy product offerings/models, please specify how many clients vs. total clients use the product/model you are proposing for LGHIB and how long this product/model has been in the market.

Explain:

5.41.9 Biometric screening network

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The LGHIB Wellness Program focuses on four risk factors that contribute to chronic conditions and/or diseases that may be preventable or treatable through improved diet/nutrition, lifestyle changes, or medication:

High Blood Pressure;

High cholesterol;

High glucose; and

Obesity.

In order for member units to receive a wellness premium discount, eligible subscribers must be screened annually between August 1 through July 31. The Vendor must be able to maintain and administer, or offer its own, the existing. Biometric Screening Network which is comprised of pharmacies throughout the state that conduct the Biometric Screenings and provide certain vaccination services. The Vendor must be able to capture the screening data and report it to the LGHIB on a weekly basis.

In addition, the LGHIB Wellness Program also includes biometric screenings conducted at the subscriber's worksite. The LGHIB requests its medical claims administrator process claims for these services at the LGHIB contracted rate. Vendor agrees to assume the vetting, billing, and payment processes for this service from LGHIB if desired by LGHIB. Will this be a CSN (Customer Specific Network) managed by Vendor or different arrangement?

Select Answer

Explain:

5.41.10 Please describe your capabilities regarding management and administration of the Biometric Screening Network:

	Response
Confirm that you will manage and administer the current Biometric Screening Network. Will this be using your own network, or a preferred partner's network? Who is your preferred lab partner(s)?	
Program(s)/service(s) offered along with confirming weekly reporting capabilities	
Contracted provider types, and fees for onsite, lab, PCP	
Number of providers/facilities/locations in the State of Alabama	

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Confirm that you guarantee reasonable access/coverage throughout the State of Alabama to all members	
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5.41.11 Weight Management Program
 For weight loss management a brief description of:

	Response
Your program(s)	
Specialty networks/centers of excellence	
Services	
Coverage available throughout the State of Alabama	
Number of providers in Alabama	
Identification of candidates and/or precertification requirements	
How members are incented and directed	
How quality and cost efficiency are improved	
How outcomes were tracked and measured for 2022 and 2023	

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Does a provider have any incentive to refer a patient to any program offered by the vendor	
Describe any guarantees associated with your program	

5.42 Services Under Consideration

The LGHIB is considering the following value-added services:

5.42.1 Near-Site Clinics

The LGHIB is considering expanding its preventive care and wellness program to include “near-site clinics”. The LGHIB is looking to establish 10 to 12 clinics, or access any of vendor’s existing clinics, in various localities around the state. The clinics could provide members with access to local physicians for primary medical services, plus basic preventive and wellness services that compliments the LGHIB wellness program. The clinics also offer basic lab and x-ray services. The LGHIB would like to provide the near-site clinic services to members with \$0 copayment per visit. The clinics would be paid on a PEPM basis. Confirm that you will manage these provider contracts for LGHIB.

Select Answer

Explain:

5.43 Implementation

5.43.1 The Vendor awarded the contract must designate an implementation team of the Vendor's experienced staff in the areas of IT, finance, and claims adjudication. During the transition period, a minimum of two (2) team members trained in health claim data processing must be on-site at the LGHIB offices a minimum of three days per week, or as required at the discretion of the LGHIB.

In order to assure full performance of all obligations imposed on a Vendor contracting with the LGHIB, the Vendor will be required to provide a performance guarantee in the amount of \$100,000.00. The performance guarantee must be submitted by the Vendor at least ten (10) calendar days prior to the contract start date. The form of performance guarantee shall be one of the following: (1) An irrevocable letter of credit or (2) Surety bond issued by a company authorized to do business within the State of Alabama. IThis performance guarantee shall be in force from the contract effective date through the term of the administration services contract and ninety (90) calendar days beyond and shall be conditioned on faithful performance of all contractual obligations. Failure of the Vendor to perform satisfactorily shall cause the performance guarantee to become due and payable to the LGHIB. The Chief Executive Officer of the LGHIB or his designee shall be the custodian of the performance guarantee.

Select Answer

Explain:

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5.43.2 Provide a detailed timetable assuming a Notice of Contract Award by 7/1/24 for a January 1, 2025 “go-live” date and an open enrollment period of November 1 to November 30. The implementation plan should provide details on the key roles of each member of the implementation team. Your firm’s implementation plan should assume that the LGHIB-specific communications to members and external stakeholders must be completed by October 1, 2024. At a minimum, the implementation plan must provide specific details on the following:

Identification and timing of significant responsibilities and tasks – the LGHIB and Vendor

Names, titles, of key implementation staff and time dedicated to the LGHIB during implementation

Data Interfaces – The Vendor will be required to transmit and receive data to and from the LGHIB and its vendors as determined necessary by the LGHIB.

Transition requirements with the incumbent vendor(s), including data needs and timing for transition of care (PA, current maternity cases, transplant patients, etc.)

Staff assigned to attend and present (if required) at open enrollment/educational sessions or other times as needed during the plan year

Member communication plan

Update the LGHIB’s current SPD with redlines to be presented to the LGHIB for approval

Update the LGHIB’s ID cards with redlines to be presented to the LGHIB for approval

Issuance of I.D. Cards

Select Answer

Explain:

5.43.3 Confirm any changes or additional detail to the Implementation Project Plan with timetable, will be submitted to the LGHIB within 5 business days of receiving Notice of Contract Award.

Select Answer

5.43.4 Confirm that, if awarded the business, you will be prepared to start implementation work within 10 days following the contract award date, due to the lead time needed for open enrollment.

Select Answer

5.43.5 Confirm your organization will provide weekly updates and/or meetings detailing all implementation activities and status, including a Final Report.

Select Answer

5.43.6 Are you willing to provide a one-time implementation allowance to fund, as approved by the LGHIB, implementation support, pre-implementation audits, readiness assessments, communication plans, outside printing costs, etc., for the Medical Plans? If so, what dollar amount are you willing to provide?

Select Answer

Specify:

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5.43.7 Identify the implementation team you propose to work on this account and provide an organization chart defining the implementation team roles. Include names and titles for the entire proposed implementation team including key positions and support staff.

Explain:

5.43.8 Does your Implementation Team conduct pre-implementation and post-implementation testing?

Select Answer

Specify:

5.43.9 What is your process or policy to confirm your internal reference source or sources are consistent with the LGHIB's (Employee Communication Materials, Open Enrollment Information, SPD and/or plan document)?

Explain:

5.43.10 Confirm you will provide a detailed eligibility and enrollment administration manual customized to the LGHIB's plan requirements at least 30 days prior to the effective date.

Select Answer

5.43.11 During the 3rd calendar quarter of 2024, the LGHIB requires an initial readiness review, including an on-site review of the Vendor's facilities. Vendor shall participate in all readiness review activities conducted by the LGHIB staff or it's agent to ensure the Vendor's operational readiness. Readiness review will include verification (by the LGHIB or its agent) that the Vendor has the system infrastructure and human capital to support the LGHIB's account. The LGHIB will provide the Vendor with a summary of findings as well as areas requiring corrective action. Describe in detail how your organization will comply with this requirement.

Explain:

5.43.12 At least thirty (30) days after the beginning of each subsequent plan year, the Vendor shall perform an ongoing readiness review, which will include verification that the LGHIB's benefits have been correctly loaded and tested in your claims processing system. Upon completion of the readiness review, the Vendor shall provide confirmation to the LGHIB that all benefits have been accurately loaded and ready for processing of the claims. Describe in detail how your organization will comply with this requirement.

Explain:

6 Network Proposal

This section contains a number of worksheets and data files required to be submitted by the Vendor. Vendor shall submit network access in the format described below for the network proposed based on the terms and conditions set forth in this RFP. Attach additional pages if necessary.

6.1 Data For Network Access

6.1.1 Vendors will be provided the following data for development of Network Access and the Price Proposal:

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- The LGHIB’s medical data at the claims line detail level, with layout and control totals. This will represent calendar year 2023 paid claims.
- The LGHIB’s enrollment file, calendar year 2023 – Vendor will be able to link the enrollment file to the medical data file.

Once the letter of intent and Non-Disclosure Agreement are received, Mercer Health & Benefits, LLC. will release the data to the Vendor along with Network Access and Price Proposal response document worksheets. The process will be initiated through a secure process. The Mercer Health & Benefits, LLC. contact is: [Keith Hanson, keith.a.hanson@mercer.com](mailto:Keith.Hanson@mercer.com)

6.2 Network Access and Disruption

6.2.1 Vendors are required to submit an accessibility report (Optum™ GeoAccess®, GeoNetworks or comparable software) for the provider network being proposed. The report must be submitted by county. Note that failure to include all participants in the analysis will require that your organization re-produce the reports.

The Vendor will be required to provide a summary of participants with and without access to network health providers/facilities within the established mileage parameters for driving distance, listed below:

Provider Type	Urban	Non-Urban
<i>Facilities</i>		
<i>Hospitals</i>	<i>1 within 20-miles</i>	<i>1 within 35-miles</i>
<i>Ambulatory Surgical Center</i>	<i>1 within 20-miles</i>	<i>1 within 35-miles</i>
<i>Urgent Care facilities</i>	<i>1 within 20-miles</i>	<i>1 within 35-miles</i>
<i>Imaging Centers</i>	<i>1 within 20-miles</i>	<i>1 within 35-miles</i>
<i>Inpatient Behavioral Health Facilities</i>	<i>1 within 20-miles</i>	<i>1 within 35-miles</i>
<i>Primary Care</i>		
<i>General/Family Practitioner (includes Internal Medicine, Family Medicine, and General Medicine)</i>	<i>2 within 10-miles</i>	<i>2 within 20-miles</i>
<i>OB/GYN (female members, age 12 and older)</i>	<i>2 within 10-miles</i>	<i>2 within 20-miles</i>
<i>Pediatrician (birth through age 18)</i>	<i>2 within 10-miles</i>	<i>2 within 20-miles</i>
<i>Specialists</i>		
<i>Endocrinologist</i>	<i>2 within 20-miles</i>	<i>2 within 35-miles</i>
<i>Urologist</i>	<i>2 within 20-miles</i>	<i>2 within 35-miles</i>
<i>Cardiologist</i>	<i>2 within 20-miles</i>	<i>2 within 35-miles</i>
<i>Dermatologist</i>	<i>2 within 20-miles</i>	<i>2 within 35-miles</i>

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<i>Allergist</i>	<i>2 within 20-miles</i>	<i>2 within 35-miles</i>
<i>Psychologist/Psychiatrist</i>	<i>2 within 20-miles</i>	<i>2 within 35-miles</i>
<i>General Surgeon</i>	<i>2 within 20-miles</i>	<i>2 within 35-miles</i>
<i>Hematologist/Oncologist</i>	<i>2 within 20-miles</i>	<i>2 within 35-miles</i>
<i>Chiropractor</i>	<i>2 within 20-miles</i>	<i>2 within 35-miles</i>

Additionally, Vendor will be required to provide a summary of participants with and without access to network dental providers within the established mileage parameters for driving distance, listed below:

Provider Type	Urban	Non-Urban
<i>Primary Care</i>		
<i>General/Family Dentist</i>	<i>2 within 10-miles</i>	<i>2 within 20-miles</i>
<i>Pediatric Dentist (birth through age 18)</i>	<i>2 within 10-miles</i>	<i>2 within 20-miles</i>
<i>Orthodontist (birth through age 18)</i>	<i>2 within 10-miles</i>	<i>2 within 20-miles</i>
<i>Specialists</i>		
<i>Endodontist</i>	<i>2 within 20-miles</i>	<i>2 within 35-miles</i>
<i>Periodontist</i>	<i>2 within 20-miles</i>	<i>2 within 35-miles</i>
<i>Prosthodontist</i>	<i>2 within 20-miles</i>	<i>2 within 35-miles</i>
<i>Oral & Maxillofacial Surgeon</i>	<i>2 within 20-miles</i>	<i>2 within 35-miles</i>

The submitted access reports (mapping and accessibility analysis) must demonstrate provider availability for EACH provider type listed in the provider network access standard tables, above. In the production of the reports, please note the following:

- Vendor must utilize Optum TM, GeoAccess®, GeoNetworks or comparable software.
- The access reports must indicate those participants with access and those without access according to provider network access standards above, by county.
- Access must be based on driving distance from the center of the participants' home zip code.
- The access reports should include providers under contract as of March 1, 2024, and may also include providers that have entered a legally binding letter of intent or letter of agreement with the Vendor.

Single, Pull-down list.

- 1: Attached,
2: Not provided

6.2.2 Vendor must complete and submit the Network Access file - Attachment A, for the provider network being proposed. This file requires the number of members meeting access criteria, separately for Urban and Non-Urban, number of Providers by county, and a Provider Listing. Data should include providers under contract as of March 1, 2024, and may also include providers that have entered a legally binding letter of intent or letter of agreement with the Vendor.

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Single, Pull-down list.

- 1: Confirmed,
- 2: Not Confirmed

6.2.3 Vendor must provide a list of large physician groups and/or facilities in the network your organization is proposing for the LGHIB that will expire in the next twelve months?

Single, Pull-down list.

- 1: Confirmed,
- 2: Not Confirmed

6.2.4 Vendor must complete and submit the Dental Network Access file, for the provider network being proposed. This file requires the number of members meeting access criteria, separately for Urban and Non-Urban, number of Providers by county, and a Provider Listing. Data should include providers under contract as of March 1, 2023, and may also include providers that have entered a legally binding letter of intent or letter of agreement with the Vendor.

Single, Pull-down list.

- 1: Confirmed,
- 2: Not Confirmed

7 Price Proposal

7.1 The LGHIB is looking to contract with an organization(s) that has proven success in managing provider costs and can submit data timely in the required formats. The RFP submission was designed with knowledge of the capabilities of the market, and it is expected that each Vendor will comply with these requirements. If any issues or complications are expected, Vendors should submit questions. Vendor's price offer shall serve as the basis for compensation terms of the resulting contract. Failure to submit pricing as provided in this section may render Vendor's entire offer non-responsive and ineligible for award.

If your Network access fee is in terms of your discount savings then a PEPM equivalent is required along with information about how it would impact your discounts.

Please specify what other disease management programs are included as part of your DM fee in addition to the ones requested.

Please confirm that pricing for other services will not change if LGHIB carves out DM, UM or other similar programs.

Please submit your proposal with the full-time customer service representative requested in 5.2.3 as optional cost.

At LGHIB discretion there may be a BAFO process after the Finalist meetings.

Please submit a Trend Guarantee in your proposal

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7.1 Contract Allowance

7.1.1 Confirm the Vendor will provide a minimum annual \$6 PMPY contract allowance for the term of the contract for general expenses related to the management of the program such as independent audits, communication expenses, clinical programs, consulting fees. Any balance remaining at the end of the year may be rolled over to the following year or be used as a credit against claim invoices. Indicate amount of allowance/credit when completing item 4 of Attachment D1.

Single, Pull-down list.

- 1: Confirmed,
- 2: Not Confirmed

7.2 Administration Fees

7.3.1 For the current approximate 30,000 contracts (60,000 total members), provide the monthly per-employee (PEPM) administration fee, for all services included in this RFP. Basic Services include all other administration services described in this RFP. The totals in both sections should include all costs except actual claim payments to covered participants. Vendors are required to provide an administration fee for each year in the 5-year contract period.

If there are additional fees to be charged based on per service costs, list them under other costs and provide an explanation. This would include items that are not predictable and may be variable.

The last required component of this attachment includes questions allowing the Vendor to provide provider fee guarantees. This worksheet should be completed and should provide details on amount of fees at risk.

8 Performance Standards and Guarantees

8.1 General

8.1.1 The Vendor must agree to the Performance Standards and Guarantees described herein. Vendor's failure to meet the Performance Standards would result in financial penalties. Vendor is expected to place at least 30% of total annual administration fees at risk. The Vendor should propose the % of admin fees at risk for each standard; however, the LGHIB reserves the right to re-allocate the % at risk, with no more than 15% of total fees at risk assigned to one specific standard. Please review and complete both tabs, Plan Management Standards and Clinical Standards. Higher assessments than required are encouraged.

Single, Radio group.

- 1: Attached,
- 2: Not provided

8.1.2 Confirm your agreement with the proposed performance level targets, measurement methodology, and reporting and penalty assessment schedule. Vendor performance shall be assessed by an independent auditor.

Single, Radio group.

- 1: Confirmed,
- 2: Not confirmed

8.1.3 Indicate the maximum percentage of administration fees you will place at risk, to guarantee excellent service to the LGHIB.

Percent.

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9 Contract Terms and Conditions

The successful Vendor who is awarded the contract is expected to agree to the following contract terms and conditions.

9.1 Term/Termination

9.1.1 The Contractor agrees to a three-year Initial Term effective January 1, 2025. The LGHIB shall have two, one-year options for extending this contract. The Contractor will provide pricing for each year of the contract, including any extensions.

Yes/No.

9.1.2 The Contractor acknowledges and understands the Contractor shall not begin performing work under this contract until notified to do so by the LGHIB. The Contractor is entitled to no compensation for work performed prior to the effective date of this contract.

Yes/No.

9.1.3 The Contractor contract will not include automatic renewal language.

Yes/No.

9.1.4 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 Contractor 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 Contractor 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 Contractor will not be entitled to payment for uncompleted work, or for anticipated profit, unabsorbed overhead, or any other costs.

Yes/No.

9.1.5 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 Contractor effective the date of such filing. The Contractor 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 Contractor in writing that performance under the contract is terminated and proceed to seek appropriate relief from the Contractor.

Yes/No.

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9.1.6 Termination for Default

The LGHIB may, by written notice, terminate performance under the contract, in whole or in part, for failure of the Contractor to perform any of the contract provisions. In the event the Contractor defaults in the performance of any of the Contractor's material duties and obligations, written notice shall be given to the Contractor specifying default. The Contractor 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 Contractor 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 Contractor in writing that performance under the contract is terminated and proceed to seek appropriate relief from the Contractor.

Yes/No.

9.1.7 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 Contractor 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.

Yes/No.

9.1.8 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.

Single, Radio group.

1: Agrees,

2: Disagrees, please explain: [50 words]

9.1.9 The Contractor 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.

Single, Radio group.

1: Agrees,

2: Disagrees, please explain: [50 words]

9.1.10 The Contractor 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 Contractor 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, Contractor must provide files as of the notification date. Contractor 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 Contractor or to LGHIB as directed. In addition, the vendor will agree that all records, data, files, input materials, reports, forms, and all other data

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received, computed, or developed, used and/or stored pursuant to their agreement with LGHIB are property of LGHIB. Immediately upon termination of their agreement, all such records and other data shall be furnished without additional charge to LGHIB in a software format agreeable to LGHIB (together with the necessary documentation describing its organization and structure).

9.1.11 Subrogation/Recovery services will be provided for a period of two (2) years following agreement termination, unless such termination results from material default in the delivery of subrogation services.

9.2 Contract Requirements

9.2.1 Contract

This RFP and the Contractor's response thereto shall be incorporated into a contract by the execution of a formal agreement. The contract shall include the following:

1. Executed contract;
2. RFP, attachments, and any amendments thereto; and
3. Contractor's response to the RFP.

Yes/No.

9.2.2 Compliance with State and Federal Regulations

The Contractor shall perform all services under the contract in accordance with applicable federal and state statutes and regulations. The LGHIB retains full operational and administration authority and responsibility over the LGHIP, as the same may be amended from time to time.

Yes/No.

9.2.3 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.

Yes/No.

9.2.4 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 LGHIP, 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.

Yes/No.

9.2.5 Confidentiality

The Contractor shall treat all information, and in particular information relating to individuals that is obtained by or through its performance under the contract, as confidential information to the extent confidential treatment is provided under State and Federal laws. The Contractor shall not use any information so obtained in any manner except as necessary for the proper discharge of its obligations and rights under this contract.

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Yes/No.

9.2.6 The Contractor shall ensure safeguards that restrict the use or disclosure of information concerning individuals to purposes directly connected with the administration of the Plan.

Yes/No.

9.2.7 Pursuant to requirements of the Health Insurance Portability and Accountability Act (HIPAA) of 1996, the successful Contractor shall sign and comply with the terms of a Business Associate Agreement with the LGHIB.

Yes/No.

9.2.8 Security and Release of Information

The Contractor 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 Contractor shall not release any data or other information relating to the LGHIP without prior written consent of the LGHIB. This provision covers both general summary data as well as detailed, specific data. The Contractor shall not be entitled to the use of LGHIB data in its other business dealings without prior written consent of the LGHIB.

Yes/No.

9.2.9 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 Contractor 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 Contractor's refusal to comply with this provision shall constitute a material breach of contract.

Yes/No.

9.2.10 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.

Yes/No.

9.2.11 Employment of LGHIB Staff

The Contractor 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.

Yes/No.

9.2.12 Immigration Compliance

The successful Contractor will not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. If awarded, the Contractor will represent and warrant that it is in compliance with the provisions of the Beason-Hammon Alabama Taxpayer and Citizen Protection Act (Ala.

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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. The successful Contractor must also complete Appendix D – Immigration Status Form.

Yes/No.

9.2.13 Novation

In the event of a change in the corporate or company ownership of the Contractor, 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 Contractor. 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.

Yes/No.

9.2.14 Employment Basis

It is expressly understood and agreed that the LGHIB enters into this agreement with the Contractor 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.

Yes/No.

9.2.15 Disputes and Litigation

Except in those cases where the proposal response exceeds the requirements of the RFP, any conflict between the response of the Contractor 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.

Yes/No.

9.2.16 The Contractor'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 Board of Adjustment for the State of Alabama. Pending a final decision of a dispute hereunder, the Contractor must proceed diligently

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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.

Yes/No.

9.2.17 Records Retention and Storage

The Contractor 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 Contractor 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.

Yes/No.

9.2.18 Inspection of Records

The Contractor agrees that representatives of the LGHIB and their authorized representatives shall have the right during business hours to inspect and copy the Contractor's books and records pertaining to contract performance and costs thereof. The Contractor shall cooperate fully with any such requests and shall furnish free of charge copies of all requested records. The Contractor may require that a receipt be given for any original record removed from the Contractor's premises.

Yes/No.

9.2.19 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 Contractor shall be sufficient when mailed to the Contractor 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.

Yes/No.

9.2.20 Disclosure Statement

The successful Contractor shall be required to complete a financial disclosure statement (Appendix C - Disclosure Statement) with the executed contract.

Yes/No.

9.2.21 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.

Yes/No.

9.2.22 Choice of Law

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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.

Yes/No.

9.2.23 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.

Yes/No.

9.2.24 Nondiscriminatory Compliance

Contractor 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.

Yes/No.

9.2.25 Boycott Clauses

In accordance with Act 2016-312, Contractor 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.

Yes/No.

9.2.26 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.

9.2.27 Services Performed in the United States

Vendor, or any of it's subcontractors, will not render or administer services off-shore, and all work performed will be in the contiguous 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.

Yes/No.

9.2.28 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.

Yes/No.

9.2.29 Workers Compensation

Contractor 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.

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Yes/No.

9.2.30 Assignment

The Contractor 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.

Yes/No.

10 Proposal Documents

10.1 Response Documents

10.1.1

Attachment A	Medical Network Access
Attachment B	Medical Provider Disruption
Attachment C	ASO Fees and Discount Guarantees
Attachment D	Dental Network Access
Attachment E	Dental Provider Disruption
Attachment F	Performance Guarantees
Attachment G	Total Revenue Disclosure Statement – Medical
Attachment H	Total Revenue Disclosure Statement - Dental

10.2 Reference Documents

10.2.1 Note: The Reference documents will only be provided to Vendors that have submitted a completed and signed Non-Disclosure Agreement (NDA). Completed and signed NDA's should only be emailed to Keith Hanson, at keith.a.hanson@mercer.com.

www.lghip.org	2024 LGHIP Health Handbook
www.lghip.org	2024 LGHIP Dental Handbook
Exhibit C	2023 Summary Monthly Enrollment & Claims
Exhibit D	Medical Eligibility – CY 2023
Exhibit E	Medical Paid Claims Detail – CY 2023
Exhibit F	Dental Eligibility – CY 2023
Exhibit G	Dental Paid Claims Detail – CY 2023

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10.3 Additional Procurement Documents

10.3.1 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

10.4 Required Documents

10.4.1 Proof of Errors and Omissions (E&O) Insurance.

Select Answer

10.4.2 Your organization's last audited financial statement and the latest SSAE 18 report.

Select Answer

10.4.3 Annual Score Card/Account Management Satisfaction sample.

Select Answer

10.4.4 Sample quarterly and year-end financial and clinical management reporting packages (all files must be compressed into one Zip-file).

Select Answer

10.4.5 Sample monthly invoices.

Select Answer

10.4.6 Implementation Plan and time-table.

Select Answer