



REQUEST FOR PROPOSALS
PROPOSAL NUMBER: 19-20-21

Employee Benefits Program Administration – Major Medical

Return Sealed Proposals to:
SAN JUAN COUNTY
Central Purchasing Office
213 S. Oliver Drive
Aztec, NM 87410

Attn: Jaime Jones
Contract Analyst
Phone: 505-334-4548
Fax: 505-334-4561
E-Mail: jjones@sjcounty.net

CLOSING DATE: March 31, 2020
TIME: 5:00 p.m. (Local Time)

NIGP Commodity/Services Code: 948.07 Administration Services, Health

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- **Proposal of Offerors Form must be completed in full and returned with the Proposal Offer.**
 - This proposal is subject to the Terms and Conditions shown on the following pages and any/all additional instructions.
 - Do not return the Request for Proposal (RFP) in case of "No Response".
 - Proposal must be received in the County's Central Purchasing Office by the Proposal Closing Date and Local Time as indicated above. **Any proposal received after the specified time and/or date will not be accepted and will be returned to the sender unopened. Faxed Proposals will not be accepted.**
 - **Submit Proposal Offer in an opaque, sealed envelope. Identify the envelope with Project Name, Proposal Number, Proposal Closing Date, and Offeror Name. Submit the Proposal Offer in accordance with the Request for Proposal.**

Failure to complete the proposal documents in accordance with all instructions provided is cause for this office to reject the proposal.

THE PROCUREMENT CODE SECTIONS 13-1-28 THROUGH 13-1-99 NMSA 1978, IMPOSES CIVIL AND CRIMINAL PENALTIES FOR ITS VIOLATION. IN ADDITION, THE NEW MEXICO CRIMINAL STATUTES IMPOSE FELONY PENALTIES FOR BRIBES, GRATUITIES AND KICKBACKS.

ACKNOWLEDGEMENT OF RECEIPT FORM

PROPOSAL NO.: **19-20-21**

Employee Benefits Program Administration – Major Medical

123 PAGES (INCLUDING ACKNOWLEDGEMENT, CAMPAIGN DISCLOSURE FORM AND ATTACHMENTS 1 THROUGH 3)

NOTE: ONLY POTENTIAL OFFERORS WHO COMPLETE AND RETURN THIS FORM WILL RECEIVE COPIES OF ADDENDUMS, IF ISSUED.

PROPOSAL INFORMATION:

In acknowledgement of receipt of the above referenced Proposal Packet, the undersigned agrees that he/she has received a complete copy.

OFFEROR NAME

SIGNATURE OF AUTHORIZED REPRESENTATIVE

PRINTED NAME OF AUTHORIZED REPRESENTATIVE

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

PHONE NO.: _____ FAX NO.: _____

E-MAIL: _____

RETURN TO:
Jaime Jones
Contract Analyst
SAN JUAN COUNTY
213 South Oliver
Aztec, NM 87410
(505) 334-4548
FAX (505) 334-4561
jjones@sjcounty.net

Faxed copies of the Acknowledgement of Receipt form will be accepted. Faxed Proposal responses will not be accepted.

TERMS AND CONDITIONS (Unless otherwise specified)

1. **GENERAL.** When the Chief Procurement Officer issues a purchase document in response to the Offeror proposal, a binding contract is created.
2. **FORM OF SUBMISSION.** Each proposal shall be typewritten, preferably on standard 8 ½" x 11" paper. One (1) original and four (4) copies of the Proposal shall be supplied. **Only one Proposal may be submitted by each individual Offeror. Proposals shall be submitted sealed. The outside package should clearly identify the Project Name, Proposal Number, Proposal Closing Date and Name of Offeror.**

In addition to the above requirements, the Offeror must provide one (1) electronic copy organized in the format requested with each tab's information as a separate file on a CD-R, CD-RW or Flash Drive in one of these formats: Adobe PDF (pdf), Microsoft Word (doc), or Microsoft Excel (xls). The electronic copy must be organized and laid out in the same format as outlined in Contents of Proposal Offer, pgs. 5-6, with each tab as a different folder.
3. **DEBARRED OR SUSPENDED CONTRACTORS.** A business (contractor, subcontractor or supplier) that has either been debarred or suspended pursuant to the requirements of §13-1-177 through §13-1-180, and §13-4-11 through §13-4-17 NMSA 1978 as amended, shall not be permitted to do business with San Juan County and shall not be considered for award of the contract during the period for which it is debarred or suspended.
4. **CONFLICT OF INTEREST.** The successful Offeror covenants that neither it nor its officers, directors, agents and employees, have any interest and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the required services.
5. **AMENDMENT.** An Offeror may submit an amended proposal before the due date and time. An amended proposal shall be complete, as it will be substituted for the earlier proposal(s) and shall be clearly identified as an amendment. The County will not merge, collate or assemble proposal materials.
6. **WITHDRAWAL.** An Offeror may withdraw its Proposal at any time prior to the deadline for receipt of proposals. An Offeror desiring to withdraw a proposal shall submit a written request to the Bid/Contract Administrator signed by the Offeror's duly authorized representative(s).
7. **PROPOSAL OFFER FIRM.** Responses to the RFP, including costs, shall be firm for ninety (90) days after the due date for receipt of proposals.
8. **COST OF PREPARING RFP.** Any cost incurred by the Offeror in preparation, transmittal, or presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Offeror.
9. **CONFIDENTIALITY.** Each proposal will be kept confidential until a contract is awarded. Following award of a contract, all documents pertaining to each proposal shall be open for public inspection, except for any material, which is designated by the Offeror as proprietary or confidential. Proprietary or confidential data is normally restricted to confidential financial information concerning the Offeror's organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, 57-3A-1 to 57-3A-7 NMSA 1978. The price of products offered, or the cost of services proposed shall not be designated as proprietary or confidential information. The County will not disclose or make public any pages of a proposal on which the Offeror has stamped or imprinted "proprietary" or "confidential." Such data shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion. If a citizen of this State requests disclosure of data for which an Offeror has made a written request for confidentiality, the Central Purchasing Department shall examine the Offeror's Proposal and make a written determination which specifies which portions of the proposal should be disclosed in accordance with applicable New Mexico law. Unless the Offeror takes action to prevent the disclosure, the proposal will be so disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.
10. **PUBLICATION.** Offeror shall secure from the County written approval prior to publication of any information that pertains to the potential work or activities, which are solicited in this procurement.
11. **LEGAL REVIEW.** Since Offerors will be bound by the specifications, terms and conditions herein, it is strongly recommended that each Offeror obtain legal advice concerning the proposal.
12. **GOVERNING LAW / VENUE.** The laws of the State of New Mexico shall govern this procurement and any

resulting contract. Any action to enforce terms and conditions herein shall be brought only in the Eleventh Judicial District Court, San Juan County, State of New Mexico.

13. CONTRACT DOCUMENTS. The Contract Documents shall consist of this Request for Proposal, the Response of the successful Offeror, a separate written contract and the County's Purchase Order.

14. CONTRACT TERMS AND CONDITIONS. A contract between the County and the successful Offeror shall follow the format specified by the County. The County reserves the right to impose, as it sees fit, additional terms and conditions upon the successful Offeror, should conditions warrant. The contents of this RFP, as revised and/or supplemented, and the successful Offeror's proposal, will be incorporated into and become part of the contract.

Should an Offeror object to any of the County's terms and conditions, as contained in the document, that Offeror shall propose specific alternative language that would be acceptable to the County. General references to the Offeror's terms and conditions or attempts at complete substitutions *are not* acceptable to the County and will result in disqualification of the Offeror's proposal. The Offeror shall provide a brief explanation of the purpose and impact, if any, of each proposed change, following by the specific proposed alternate wording.

Any additional terms and conditions, which may be the subject of negotiation, will be discussed only between the County and the selected Offeror and shall not be deemed an opportunity to amend the Offeror's proposal.

15. CONTRACT AMENDMENTS. The County reserves the right to make changes or revisions to the scope of work as required during the term of the contract if it determines it to be necessary or desirable. No changes, revisions, modifications, or amendments of any of the terms or conditions of the contract specifications and requirements shall be valid unless reduced to writing by the County. Verbal discussions or agreements shall not bind the County.

16. TERMINATION OF CONTRACT. In case of a breach on any provision of a contract, the County reserves the right to terminate the contract, procure the services from other sources, or take other steps, as it deems appropriate. Additionally, the County reserves the right to cancel a contract at any time, for any reason, without penalty, by giving at least thirty (30) days written notice to the successful Offeror. Written notice shall be deemed delivered when deposited in the United States Mail and certified.

In addition, any contract awarded as a result of the Request for Proposal may be terminated if sufficient appropriations or authorizations do not exist. The County's decision concerning whether sufficient appropriations or authorizations exist will be final.

17. SPECIFICATIONS. It is the intent of the County to make this Request for Proposal in such a manner as to be open to all qualified Offerors. Any specification that tends to limit or eliminate a qualified Offeror shall be brought to the attention of the County not less than ten (10) days before the date when responses are due. Failure to bring such a matter to the attention of the County shall bar the Offeror from asserting a later claim in this regard.

18. INDEMNITY. The Offeror awarded the contract agrees, as material consideration for this Agreement, to defend, indemnify, and hold harmless the County, its Elected Officials, agents, and employees from and against any and all claims arising out of any asserted negligent act, error or omission of the Offeror, its officers, directors, employees or agents or arising in any way from this agreement or the Offeror's activities hereunder. The indemnity agreed to in this paragraph shall not extend to liabilities, claims, damages, losses or expenses, including attorney fees arising out of: The preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications by the County, or the agents or employees of the County, or the giving of or the failure to give directions or instructions by the County, or the agents or employees of the County, where such giving or failure to give directions or instructions is the primary cause of bodily injury to persons or damage to property.

19. LICENSING. The Offeror awarded the contract shall possess a current license in the State of New Mexico and shall obtain and hold such additional licenses as are reasonably required to accomplish his or her duties under this Agreement.

20. STATUS OF OFFEROR. The successful Offeror and its officers, directors, agents and employees, are independent contractors performing services for the County and are not employees of the County. The Offeror and its officers, directors, agents and employees, shall not accrue leave, retirement, insurance, bonding, or any other benefits afforded to employees of the County. The Offeror shall perform his/her obligations under this Contract as necessary and appropriate under all Federal, State, and local laws, codes, ordinances, rules,

regulations, and standards applicable to this type of service. The County will not supervise the Offeror in the day-to-day performance of this Contract.

- 21. DISCRIMINATION / EQUAL EMPLOYMENT OPPORTUNITY / CIVIL RIGHTS.** The successful Offeror shall be an equal opportunity employer, and shall not discriminate with regard to race, age, religion, color, national origin, ancestry, sex, sexual orientation, gender identity, spousal affiliation, physical or mental handicap or serious medical condition as specified in N.M.S.A. 1978, §§ 28-1-7 (as amended) in the performance of this contract. The successful Offeror agrees to abide by all Federal and State laws, rules, and regulations pertaining to equal employment opportunity, discrimination, and civil rights.
- 22. NOTICE.** The New Mexico Procurement Code, N.M.S.A. 1978, §§ 13-1-28 through 13-1-199, imposes civil and criminal penalties for its violation. In addition, the New Mexico Criminal Statutes impose felony penalties for illegal bribes, gratuities and kickbacks.
- 23. TAXES.** The Offeror awarded the Contract shall be responsible for the payment of all federal, state, and local taxes on monies received pursuant to this Agreement.
- 24. ASSIGNMENT.** An Offeror shall not transfer, sell, assign, sublicense, pledge or otherwise dispose of in any way its interest in any contract which may result from this solicitation, or assign any claims for money due or to become due under any contract, without having first obtained the prior written consent of the County to do so. Any attempt by an Offeror to do any of the foregoing without such consent shall be null and void, and may result in disqualification of the Offeror or termination of any contract resulting from this solicitation. The County's consent to any of the foregoing shall not constitute consent to any other act, nor shall such consent relieve the Offeror from any of its duties to perform all agreements, covenants, and conditions set forth in this solicitation or any resulting contract.
- 25. RECORDS.** All records and documents are property of San Juan County and shall be returned to San Juan County upon termination of any contract.
- 26. PERFORMANCE BOND.** The County reserves the right to require a performance bond from the Offeror awarded a contract if deemed to be in the best interest of the County. The bond shall be acquired and paid for by the Offeror and shall be in form satisfactory to the County.
- 27. CODES LAWS / REGULATIONS.** The successful Offeror shall be properly licensed and shall meet and comply with all applicable Federal, State, and local government codes, laws, regulations, and requirements in the performance of the work described herein.
- 28. INSURANCE.** The successful Offeror is required to carry and maintain during the period of the contract General Liability, Auto and Workman's Compensation insurance from an insurance company or companies with a Best Rating of A, or better, licensed to do business in the State of New Mexico and admitted by the Department of the State of New Mexico. At a minimum, each Offeror must carry comprehensive General Liability Insurance and Automobile Insurance with combined single limits of not less than \$1,000,000.00 and Workman's Compensation in amounts as required by the New Mexico Workers Compensation Act.

The Offeror selected for an award under this solicitation shall provide the appropriate certificates of insurance to the County prior to award of a contract. The County shall be named as an Additional Insured on the General Liability policy required by this section.

CONTENTS OF PROPOSAL OFFER

The proposal Offer submitted by the Offeror shall, at a minimum, contain the following:

A. FORM OF PROPOSALS.

To be considered for award of a contract pursuant to this request for proposals, each proposal Offer shall contain the materials required herein, and comply with the format described. The Offer shall contain a response to the specifications and requirements, and address other items which may be identified within the Evaluation/Award section. Failure to provide required documentation and information as requested may result in rejection of the Offeror's Proposal.

B. PROPOSAL FORMAT/CONTENTS.

The proposal must be organized and indexed and must contain, at a minimum, all listed items in the sequence indicated.

SECTION 1. TRANSMITTAL / COVER LETTER.

- 1) IDENTIFY THE OFFEROR AND CONTACT PERSON. Offeror shall identify the organization submitting the proposal, and shall further identify its organizational structure (e.g. sole proprietorship, corporation, etc.), whether the organization is authorized to do business in the State of New Mexico, and where the organization is based, where its principal place of business is located and, if a corporation, where it is incorporated. Offerors shall include the names, titles and telephone numbers of persons whom the County may contact for clarification or further information.
- 2) BIND THE OFFEROR. Each Offeror shall identify, by title and/or position, the person authorized by the organization to enter into a Contract with the County. That person shall sign the proposal. If written authority exists (such as corporate minutes), a copy of that document shall be attached. The Proposal shall bind the organization to complete the work described in the Request for Proposal.
- 3) ACCEPTANCE OF TERMS. Each Proposal shall explicitly indicate the organization's acceptance of the additional terms and conditions set forth in this Request for Proposal. If the organization proposes alternative terms and conditions, it shall set each out with specificity in its Proposal. The County will not be obligated to accept any such terms and conditions and may consider submission of it to be an exception.

SECTION 2. REQUIRED FORMS.

The following forms are required and must be signed by an authorized representative, when applicable.

- A. Proposal of Offeror Form. Each Offeror shall acknowledge receipt and acceptance of any and all addendums.
- B. Proposal Form – Initial Information
- C. Third Party Administration Quotation Form
- D. Utilization management Quotation Form
- E. Prescription Drug Fee Quotation Form
- F. Wellness Initiative Quotation Form
- G. Current Certificate of Insurance.
- H. Campaign Contributions Disclosure Form.
- I. New Mexico Resident Business/Veterans Certificate.

SECTION 3. COST PROPOSAL.

Each Offeror shall provide a cost proposal with their Offer. The Offeror's pricing shall be inclusive of any additional costs necessary in providing the services, if applicable (i.e. travel time, mileage, supplies, etc.).

Prices, which are offered and accepted pursuant to this solicitation, shall be firm and fixed for the initial term of the contract.

SECTION 4. RESPONSE TO SPECIFICATIONS AND REQUIREMENTS.

Each Offeror shall provide detailed answers to the questions in the RFP and should be listed in the same order as presented.

SECTION 5. IN-STATE RESIDENT PREFERENCE.

Pursuant to section 13-1-21 NMSA 1978, to be considered for the 5% resident preference, the Offeror shall include its in-state resident preference number and a copy of the Certificate provided to it by the New

Mexico Taxation and Revenue Department.

Please be aware, all In-State Resident Preference Numbers issued by the New Mexico State Purchasing Division expired on December 31, 2011. All Offerors/Contractors must re-apply for a new In-State Resident Preference Number with the State of New Mexico Taxation and Revenue Department. For questions, please call the New Mexico Taxation and Revenue Department at 505-827-0951

SECTION 6. RESIDENT VETERANS PREFERENCE.

Pursuant to Sections 13-1-21 and 13-1-22 NMSA 1978, effective July 1, 2012, to be eligible for the 10% resident veterans preference, the Offeror shall include a copy of the resident veterans preference Certificate provided to the Offeror by the New Mexico Taxation and Revenue Department. This preference is separate from the in-state preference and is not cumulative with that preference.

All Offerors/Contractors may apply for a Resident Veterans Preference Number with the State of New Mexico Taxation and Revenue Department. For questions, please call the New Mexico Taxation and Revenue Department at 505-827-0951.

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NOTE: Each section asks for specific information and has questions which pertain to that section. Please answer the questions in each section along with the questions as listed on pages 23-24, the Proposal Form – Initial Information on page 26, the Proposal of Offerors form on page 32, and the Quotation Form(s) on the pages as indicated above.

SPECIFICATIONS / REQUIREMENTS.

The proposal must be as specific as possible and address the following specifications and requirements. In addition, each Offeror shall provide itemized, detailed pricing for the specified services with their response. *All answers to the questions in the RFP should be listed in the same order as presented.*

INTRODUCTION / SCOPE OF SERVICES

The County of San Juan (hereafter “the County”), New Mexico, is soliciting proposals for a third-party administrator to process the County’s claims for medical, prescription, dental, and vision as well as pay various vendors which include, but are not limited to, life insurance, re-insurance (stop-loss), and network carriers. Will print and mail or ACH transfer monies to any provider eligible for payment under the County’s benefit plan setups. The successful offeror will need to provide services or coordinate with existing vendors for services listed below:

- Third Party Administration to include:
 - Ensure our plan is compliant with all State of New Mexico and federal laws to include PPACA, COBRA, HIPAA, etc.
 - Must prepare and distribute IRS 1099 forms as needed and required by law (IRS Publication: states that 1099-MISC page 27 – **What to Report:** *Payments to a physician, physicians’ corporation, or other supplier of health and medical services. Issued mainly by medical assistance programs or health and accident insurance plans. Amount To Report: \$600 or more.* <https://www.irs.gov/pub/irs-pdf/i1099gi.pdf>)
 - Must work with staff to update and maintain compliant benefit plan documents.
 - Must process medical, dental, and vision claims.
 - Work with creative plan design.
 - Claims re-pricing and utilization management
 - COBRA processing, tracking, and payment coordination
 - Coordinate with Pharmacy Benefit Manager to ensure proper data updates
 - Receive and track member vitals and biometrics/ quality data
 - Tie member to a selected or attributed PCP
 - Allow County benefit personnel access and ability to update and enter member records as well as allow access to report pulling software
 - Analyze plan design and offer up trends or cost saving ideas each year
 - Provide a quarterly expenditure specific report of identified categories or areas in the Plan that should be further evaluated or corrected

TERM

The primary term of the proposed contract is to be one-year effective July 1, 2020 through June 30, 2021. Upon mutual agreement of the parties, the contract may be renewed for up to three (3) additional one-year terms. The primary term and all one-year renewal options shall not exceed four years (Section 13-1-150 NMSA). The contract may also be renewed for a period less than one full year. There are to be renewal options.

PRICE ADJUSTMENTS FOR ADDITIONAL YEAR TERMS

Pricing which is offered pursuant to this solicitation shall be firm and fixed through June 30, 2020.

For each annual renewal, price adjustments may be considered. Upon written request of the Contractor, and by mutual agreement of the parties, the contract prices may be renegotiated, prior to the end of one-year term or rate guarantee period. This request must be submitted in writing, along with documented reasons for the increase, and shall be submitted to the Central Purchasing Office, not later than sixty (60) days prior to the expiration of the term.

The Central Purchasing Office shall notify the Contractor, in writing, of the County’s acceptance and/or rejection of the requested price increase.

No retroactive price adjustment will be allowed. The Office of Central Purchasing shall notify the Contractor in writing of its acceptance and/or rejection of the said price increase. The Contractor shall also be required to pass along to the County any price decreases during the term of the contract.

The price adjustment, if required, shall not be more than the annual average percentage increase in the **Consumer Price Index (CPI), All Urban Consumers, Series ID CUUR0400SAM Area: West, Item: Medical Care.**

EVALUATION / AWARD

Responsive proposals will be evaluated in the following manner. Any proposal that is incomplete or deficient may be rejected before evaluation.

A. Evaluation Committee. Each responsive proposal shall be evaluated by an Evaluation Committee comprised of San Juan County personnel or representatives appointed by the County Central Purchasing Department.

B. Evaluation Criteria. The Evaluation Committee shall evaluate each proposal according to the following criteria:

	CRITERIA	POINTS
1	Cost	250
2	References / Comparable Clients	50
3	Operational procedures / Processes	100
4	1099 form capability	100
5	Customer services (Availability / Training)	100
6	Financial Strength / Stability	100
7	Internal controls / Workload / Accuracy	100
8	Reporting Capabilities	100
9	Rate Guarantees	100
10	Up to Additional 100 points to be added for In-State and/or Veteran's Preference	100
	TOTAL	1100

C. Method for evaluating the Cost Proposal: Price offered is responsive to the RFP requirements, instructions, and is realistic in respect to specifications and requirements. The Cost Score will be evaluated using the following equation.

$$\frac{\text{Price of Lowest Offeror} \times \text{Maximum Price Score (250)}}{\text{Price of this Offeror}} = \text{Price Score of this Offeror}$$

D. Committee's Recommendation. The Evaluation Committee shall rank each responsive proposal according to the numerical score achieved by the Offeror after evaluation according to the criteria. A responsive proposal with the most highly ranked proposal will be recommended to the Board of County Commissioners or its delegate for award or further consideration.

E. Negotiations. Award of a contract by the Board of County Commissioners or its delegate is subject to successful negotiation of the cost of services with the most highly ranked Offeror. No contract will be awarded if fair and reasonable compensation cannot be agreed to. If an agreement cannot be reached with the most highly ranked Offeror, negotiations will be terminated with that Offeror, and negotiations undertaken with the second most highly ranked Offeror. If an agreement cannot be reached with the second most highly ranked Offeror, negotiations will be terminated with that Offeror and negotiations undertaken with the third most highly ranked Offeror, and so on pursuant to N.M.S.A. 1978 § 13-1-122. If negotiations are successful with any Offeror, the County shall publicly announce the name of the Offeror selected for award.

F. Investigations. The County may, at its option, contact a given Offeror for clarification of its proposal or for additional information. The Offeror(s) SHALL NOT initiate discussions with the County. The County may make such investigations as necessary to determine the ability of the Offer to meet the specifications and adhere to the terms and conditions set forth within this Request for Proposals and in the accompanying documents. The County will reject the proposal of any Offeror who is not "responsible" as that term is defined in N.M.S.A. 1978. §§ 13-1-83.

G. Right to Discontinue Procurement. The County reserves the right to waive minor irregularities in an Offeror's proposal. The County also reserves the right to waive mandatory requirement(s) so long as all responding vendors fail to meet the mandatory requirement(s) and the failure to do so does not otherwise materially affect the procurement. The County reserves the right to cancel this Request for Proposals at any time, and to reject any or all proposals, or otherwise to proceed in the best interests of the County. This Request for Proposals in no manner obligates the County or any of its agencies to the eventual purchase of any product or service, whether explicitly described or implied herein, until confirmed by a written contract and/or Purchase Order.

H. QUESTIONS/SUGGESTIONS. Questions and/or suggestions concerning this Request for Proposal shall be submitted in writing no later than seven (7) days prior to the Proposal Closing Date and shall be directed to:

Jaime Jones, Contract Analyst
(505) 334-4548 | Fax (505) 334-4561
E-Mail jjones@sjcounty.net

Offerors are specifically notified that any attempt to contact any person other than the party listed above concerning this procurement, shall be cause to reject said respondent(s) from further consideration.

Note: Information provided in this Request for Proposal shall only be used for the purpose of submitting a Proposal Offer to the County and shall not be used, released, or disclosed for any other purpose or use.

GENERAL INFORMATION

San Juan County, New Mexico employs approximately 680 employees. San Juan County Communications Authority, New Mexico employs approximately 40 employees. The County is seeking proposals for the following service to complement their Employee Benefit Plan

- Third Party Administration for the Employee Medical Benefit Plan to include working with the stop-loss reinsurance company
- Utilization Management Services and Case Management Services
- Prescription Drug Administration and Integration with PBM
- Wellness Initiative to include Disease Management
- Local and Nationwide Network Access for Medical Only
- Pre-certification Authorizations
- Claims processing for dental and vision
- Administration and tracking of COBRA eligibility, payments, and claims

NOTE: Offerors may submit proposals for any part of or all of the coverages or services.

ELIGIBILITY FOR COVERAGE:

Newly hired employees are eligible for coverage under the County benefits programs on the 1st day of the sixth full pay period (70 days from date of hire or full-time employment). Important: the first date of eligibility rarely falls on the first (1st) day of the month since the County's pay period starts on Sunday (San Juan County 2020 Payday and Holiday Calendar on Page 36).

Employees may add outside of new hire or open enrollment when experiencing a life event as outlined in the IRS Section 125 plan guidance.

Full benefits are based on a 40-hour work week (offered to those working on 30 hours or as eligible per variable hour rules). Employees that work less than 20 hours per week are not eligible for benefits.

OTHER EMPLOYEE BENEFITS:

1. The County Administers and Funds the following benefits plans:
 - Short-term Disability plan (26 weeks at \$200/week)
 - Fitness Activities Reimbursement Program (\$100/fiscal year)
 - Tuition Reimbursement (\$1,500/fiscal year)
2. Dental Coverage.
3. Vision Coverage.

NOTE: The dental and vision benefits should be considered in claims processing.

RETIREES BENEFITS:

The only coverage offered to Retirees are COBRA regulated benefits. Please note that the State of New Mexico has a Health Program available for government retirees.

OTHER INFORMATION:

LENGTH OF OFFER:

Proposal offers shall be firm for ninety (90) days after the due date for receipt of proposals.

DISCLOSURE OF COMMISSIONS, COMPENSATION OR FEES:

All Commission, Compensation, Fees to Insurance Agents, Brokers or other parties are to be disclosed in the Proposal Offer.

CONTRACT AWARD:

The County reserves the right to award a single contract for all requested coverages/services or make multiple awards (Multiple Source Awards). For example, the County may select a single Offeror for all

coverages as a single award, or the County may select an Offeror for medical TPA administration, an Offeror for claims repricing and utilization review, and an Offeror for the prescription drug program and administration. Offerors are reminded that under this solicitation only one Proposal may be submitted. The Proposal may be for a single program/plan service or for all four program/plan services. However, each required service, i.e. third-party administration, utilization review, prescription drug administration, and wellness initiatives, shall be evaluated separately. As such, the Proposal shall be divided and separated by section and service to allow the County's evaluation committee to evaluate and score each service on a "per service" basis.

RENEWAL REQUIREMENT

The County requires a 90-day advance notice of renewal. Please refer to page 24, Premium and Rate Guarantees for other information about renewal requirements.

Medical Plan Enrollment Information

Count of Health Insurance Coverage

Fiscal Year	EMPLOYEE AND CHILD(REN)	EMPLOYEE AND FAMILY	EMPLOYEE AND SPOUSE	EMPLOYEE ONLY
Jul 2017/ Jun 2018	75	185	115	252
Jul 2018/ Jun 2019	92	196	122	242
Jul 2019/ Jun 2020	72	181	99	231

Eligibility By Tier

San Juan County

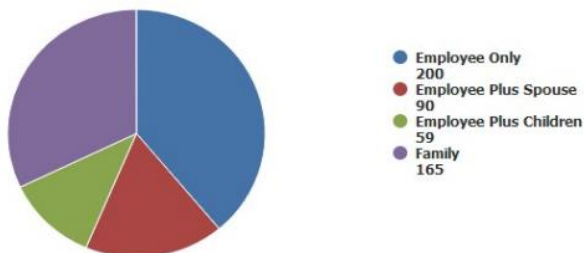
Created: 2/25/2020 12:59:34 PM (EST)

Eligibility Date: 1/1/2020

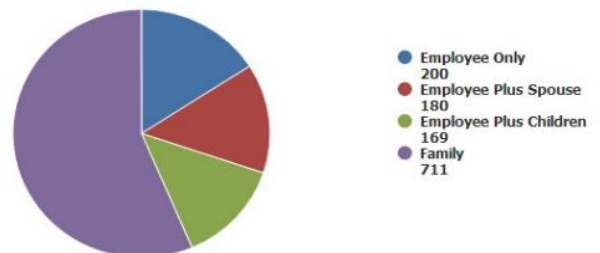
Enrollment Tier: 4-Tier(STD)

Breakdown Type: Location Identifier

Employee Eligibility By Tier



Member Eligibility By Tier



Employee Eligibility By Tier							
Employer	Location Identifier	Location Name	Employee Only	Employee Plus Spouse	Employee Plus Children	Family	Total
San Juan County	ORG 1	SAN JUAN COUNTY	184	84	52	161	481
	ORG 2	SAN JUAN COUNTY	16	6	7	4	33
Total:			200	90	59	165	514

Member Eligibility By Tier							
Employer	Location Identifier	Location Name	Employee Only	Employee Plus Spouse	Employee Plus Children	Family	Total
San Juan County	ORG 1	SAN JUAN COUNTY	184	168	148	694	1,194
	ORG 2	SAN JUAN COUNTY	16	12	21	17	66
Total:			200	180	169	711	1,260

Section I – Third Party Administration

The County is seeking proposals for Administration Services for their self-funded medical, prescription, dental, and vision plans. The County offers one (1) four-tiered medical including prescription option and one (1) each three-tiered dental and vision option. All plans are built around a PPO setup.

It is the intent of the County to offer the above benefits to our employees and their eligible dependents who have elected coverage so that they will have financial protection from the unexcepted cost of healthcare. It is further the intent to make accessing the County benefit plans a simple and efficient process for all involved parties.

The County is seeking the assistance from a Third-Party Administrator to meet the above intentions (goals) and the County is seeking the following services from the Third-Party Administrator:

- Administration, Processing, and Payment of Claims
- Tracking and Accounting of Claims Payments
- Reporting Services
- Preparing, issuing and transmitting IRS 1099 forms
- Assistance with preparing 1094/1095 B/C forms
- Ensure we are legally compliant with all laws HIPAA, PPACA, COBRA, ETC. (we are not an ERISA plan)
- Liaise between the County and our vendors (life, stop-loss, and net-work insurers)

The above current enrollment history provides averaged plan enrollments for each fiscal year. The medical program is available to approximately 680 San Juan County employees; 45 San Juan County Communication Authority employees; and 1 Criminal Justice Training Authority employee.

PREFERRED PROVIDER NETWORK (PPO)

The successful Offeror must be able to coordinate services for claims payment, Utilization Management, Pre-Certification/Authorization, Case Management Services and Wellness Initiatives with any IPA OR PPO network the County selects. Medical Only – Dental and Vision are self-built participating providers.

Network Requirements

1. Verify that all physicians have hospital staff privileges
2. A majority of the practicing physicians in San Juan County
3. A hospital agreement with San Juan Regional Medical Center and University of New Mexico Hospitals
4. Ancillary service agreements
5. Agreements with southwestern Colorado physicians and hospitals
6. Agreements with or linkages to out-of-area providers in New Mexico and nationally
7. On-line network directory services
8. Methodology for updating directories and on-line capabilities
9. Describe credentialing procedure and if network meets NCQA accreditation

MEDICAL COVERAGES

The attached San Juan County Plan Document and Summary Plan Description for Employee Medical, Dental, and Vision Benefit Plan | Effective: January 1, 2014 | Last Restated: July 1, 2019 (Attachment 1) outlines the coverages provided under each plan.

The current Specific Stop Loss Deductible is \$150,000. Aggregate is \$6,000,000. May be different depending on proposals received for services

Third Party Administration Service Requirements

The claims service is to provide claims administration including payment of medical claims and reporting services for the medical program pursuant to the County's Plan in effect on July 1, 2020, and

as amended from time to time.

The administrator that is chosen must be able to adjudicate network claims and may be required to administer multi-option or variable benefit plans. The County will provide eligibility.

The claims administrator must assume the responsibility of "Claims Run-Out" for any transition between plan years and administrators.

Claims Services to be included:

1. Receive and process claims in a prompt and accurate manner for benefits as outlined in the San Juan County Plan Document and Summary Plan Description (Attachment 1).
2. Certification of eligibility for medical claims.
3. Verification and Adjustment of billings as needed.
4. Provide Explanation of Benefit (EOB) reports to medical providers and participants. Allow Human Resources, Benefits Division. at the County the ability to view EOBs through remote group management access.
5. Handle pending claims, including follow-up with hospitals or providers in order to obtain necessary information to settle claims. Send HR Benefits a monthly report of claims pended for OI, Accident Details, or other reason so we may assist in clearing the liability.
6. Coordinate Utilization Review/Pre-Certification and Case Management services as they relate to proper claims administration.
7. Screening of claims to assure accuracy and avoid duplicate payments.
8. Wellness Initiatives to include Disease Management
9. Ability to accept all claims electronically.
10. Ability to unbundle claims, i.e. chiropractic and physical therapy.
11. Ability to access utilization and data reports monthly and create our own Ad-Hoc reports as needed.
12. Describe the transition mid-year from current TPA to your TPA Claims run-in and any associated costs. Incurred but not paid claims must be included.
13. Coordinate external claim appeals with Independent Review Officers with availability of 3 IRO options.
14. Ability to allow providers access to check status of claims electronically.
15. Agreements or Linkages to out of area Providers and Tertiary Care Providers in New Mexico and nationally.
16. Need to meet federal health plan legislative changes or guidelines. Describe assistance TPA provides client re: PPACA compliance.
17. Ability to add and delete members into a Remote Group Management system.

Preferred Banking Arrangements

The County maintains a local bank account for the handling of funds to pay claims. The TPA is furnished with the checks and the ability to sign the checks. Every Friday the TPA will provide the County with a list of all payments to be made. The listing will include the participant, the medical provider and the amount of the payment. The listing will be totaled. The County will deposit the

necessary funds into the account and the TPA will release the claims drafts. The County will reconcile the bank account on a monthly basis.

Third Party Billings – The TPA will bill and collect from the following:

- Coordination of Benefits
- Subrogation
- Stop Loss Insurance
- Any other Third Parties

Reporting Services:

It is important to the integrity of the program that information be provided to the County and the Stop Loss Carrier in a timely and accurate manner. Monthly reports need to be provided that allow us to make choice decisions about plan design and usage.

TPA Proposal Requirements - Please complete the Rate Quotation form on page 27 and answer the following questions:

A. Organizational Information:

- a. Ownership: _____
- b. Business Type: _____
- c. No. Years in Business: _____
- d. Affiliated Organizations: _____

B. Location of:

- a. Claims Sent: _____
- b. Corporate HQ; _____
- c. Contact/Service Office to the County: _____
 - i. No. Years at Location: _____
 - ii. No. Staff at Location: _____
 - iii. Location Statistics:

	No. of Staff	Avg. Yrs. Experience
1. Processors:	_____	_____
2. Supervisors:	_____	_____
3. Case Managers:	_____	_____
4. Physician Reviewers:	_____	_____

C. Processing Statistics:

- a. Annual Volume of Claims Processed: _____
- b. Avg. No. of Claims per Processor: _____
- c. Avg. No. of Reprocessed Claims: _____
- d. No. of Annual Processing Errors: _____

- 3. Describe the staff who will be dedicated to the County; include contact e-mails, telephone numbers, and current position. Include staff member's years of service, positions held, and the experience each staff member.
- 4. Provide a statement, signed by an Officer of your company, indicating that your firm has adequate personnel and financial resources to provide the services as indicated in this Request for Proposal.

Medical Claims Administration

1. Describe your company's performance standards with respect to:
 - a. Employee inquiries (both written and telephonic)
 - b. Claim turnaround time (receipt to payment)
 - c. Claim accuracy
 - d. Electronic claim capabilities
 - e. Electronic provider fund transfers
 - f. HIPAA requirements
 - g. Electronic EOB capabilities.
 - i) Do you have any tools that allow the member to price out a medical incident?
 - h. Electronic employee inquiry capabilities
 - i. Utilization reports and appropriate claim and data reports
 - j. Ability to accept all claims electronically
 - k. Inpatient hospital reporting with admissions and days per 1000 reporting
 - l. Inpatient hospital bill audits

Please indicate your actual performance statistics during the 2019 calendar year in meeting these standards.

2. Please explain your workflow and policies/procedures regarding the handling of claims from the receipt of the first notice or billing to payment of the claim. Include details on turnaround times.
3. Is your firm willing to incorporate guaranteed turnaround time, COB recovery and quality performance standards in its contract with the County?
4. Describe your company's quality control and/or internal audit procedures and programs. Is your company willing to provide the client with quarterly audit reports on its claims? Is your company willing to allow an annual audit to be performed by an external auditor?
5. What data management or software system does your company use? What procedures are automated and what procedures are manual? You may use the chart below:

FUNCTION	AUTOMATED	MANUAL
Claim Inventory		
Member Eligibility		
Usual and Customary		
Tracking Excluded Charges		
Adjudication/Subrogation		
Coordination of Benefits		
Check Creation and Issuance		
EOB Issuance		
In-Patient Hospitalization Authorization		
Medical Necessity Determination		
Application of Plan Design (i.e. Deductible, Co-Pay, Co-Insurance and Maximum Out-Of-Pocket)		
Identification of Duplicate Claim/Charge		
Provider's Network Affiliation (INN/ONN)		
Unbundling Charges		
Coordination of Worker's Compensation		
Re-Insurance Company Reporting		

6. Please explain your back-up procedures and disaster recovery/business continuity procedures.
7. How do you propose to collect claims data from the prior third-party administrator to accommodate a smooth transition?
8. Present an implementation plan to begin adjudicating claims July 1, 2020 assuming a May 18, 2020 notification. In this implementation, please note that currently our budget and plan year is fiscal 7/1

through 6/30, but our members MOOP runs on the calendar year 1/1 through 12/31.

9. Provide copies of any form and/or paperwork that you prefer to utilize (i.e. Other Insurance Collection, Accident Information, Enrollment/Change Requests, etc.). Can you confirm that they are following all applicable laws? Are you willing to make changes as requested by the County?
10. Do you have the capability for the County to have access to your claims and eligibility system through an on-line system? What, if any, are the additional costs?
11. How would your organization determine usual and customary charges for procedures? Answer this question in specific detail for indemnity claims, and by the State of New Mexico and nationally. How often is this data updated?
12. If claims exceed the individual attachment point, how often are updated claim reports sent to the stop-loss carrier?
13. Describe your claims reporting and utilization data reporting.
14. Do you, as a TPA, provide a customer rebate at the beginning of each calendar year to members who complete "X" number of activities via your TPA wellness initiative? If so, describe how you implement, monitor and reward these activities, i.e. so many points for completing an HRA, additional points for walking each day, additional points for maintaining a healthy cholesterol and/or sugar level, etc. At what level does your rebate reward member participants?
15. Will a specific claims representative be assigned to the County?
16. Do you have the capability to reimburse physicians or providers on the Medicare RBRVS system or similar fee systems?
17. Do you have the capability of assigning a PCP? If so, are you capable of tracking that providers care standards to meet industry standards (i.e. blood pressure, A1C, cholesterol, annual wellness exams). Offeror has the ability to manage a program that has the selection or assignment of primary care physicians for all Plan participants. Offeror must confirm the ability to report Plan participant data by or for the participant's primary care physician.
18. Describe the process for addition of new employees/dependents in the system.
19. Describe the process for terminating an employee/dependent in the system and assurances that claims will not be paid on terminated employees/dependents
20. Should the County decide to implement a Health Savings Arrangement (HSA), do you have the capability to administer such a program? Do you have the tools necessary to start up an HSA?
21. Please complete the specific Third-Party Administration Quotation Form found on page 27.

Section II – Utilization Management

New Mexico Law Requirement:

New Mexico law requires the utilization review (UR) company to have a medical director and UR services in state. Please submit a proposal only if you are able to meet this requirement.

The UR Firm must be licensed to do business in the State of New Mexico and the Medical Director must be licensed to practice medicine in the State of New Mexico. The licensed physician does not need to physically reside in New Mexico.

Outline of Current Program

Pre-Certification and Utilization Review requirements are outlined in the San Juan County Plan Document and Summary Plan Description (Attachment 1).

The current pre-certification plan includes the following:

- In-Patient Hospital Admissions
- In-Patient Mental Health Admissions

The current utilization review/pre-certification includes the following:

- Inpatient pre-certification for hospital stays
- Concurrent review of hospital stays
- Discharge Planning
- Referral for large case management
- Retrospective review of case records
- Out-patient surgical procedures

Requested Services

The utilization review company will be required to provide the following utilization review and cost management program services.

1. Administrative Services. Administer the following health care utilization review program:
 - a. Pre-certification Authorization
 1. Review all proposed hospital, emergency hospital confinements, or treatment center admissions to determine the necessity of the confinement as well as the proposed length of such a confinement within 24 hours of proposed confinement.
 2. Review all requests for extensions of previously authorized hospital confinements to determine the necessity of continued hospital confinement.
 3. Utilize a standardized inpatient management guideline for inpatient stays.
 4. On large case management or tertiary care referrals, please describe how you would notify the County.
 - b. Concurrent Utilization Review. Provide services for a review of admission and review of the medical need for continued hospital stay while the patient is in the hospital and assure that the treatment plan is customary and appropriate.
 - c. Large Case Management. Please describe your catastrophic case management services.
 - i. On large case management or tertiary care referrals, please describe how you would notify the County.
 - d. Describe your Centers of Excellence or tertiary care network arrangements.
2. Reporting. Provide reports on a monthly and quarterly basis documenting the results of the health care utilization management program. The reports relating to the pre-admission authorization program must include the following:
 - a. The number of requests for hospital pre-authorization
 - b. The number of requests authorized and denied
 - c. The number of days requested
 - d. The number of days authorized and denied (what standards are used)
 - e. The number of extensions requested
 - f. The number of extensions authorized or denied
 - g. The number of days requested less total approved days
 - h. The number of days requested less total actual days
 - i. The inpatient days per 1000 with New Mexico comparative health plan data
 - j. The company and the physician relating to the health care cost management program.
 - k. Maintain a current electronic in-network provider listing for local, regional and national networks.

3. Employee Communication Material. As a minimum, the utilization review company will provide the following:
 - a. Employee brochures.
 - b. Informational stickers to be attached to Insurance I.D. Cards.
 - c. An introductory letter to all employees explaining your company's services.
 - d. A Toll-Free phone number for access to Pre-Certification and Utilization Questions.

Proposal Requirements:

Please complete the Quotation Form on page 28 and answer the following questions:

Pre-Certification Services

1. Explain your process and procedures for pre-certification of hospital admissions. The claims administrator would handle certification of participant eligibility and determination of coordination of benefits.
2. Please describe your electronic capabilities for pre-certification.
3. What are the criteria used for determining necessity of treatment, admission and/or length of stay? What are the qualifications of the personnel making the determinations?

Concurrent Utilization Review/Case Management

1. Explain your process and procedures for concurrent review and case management services. At what point in the hospital stay do you begin the concurrent review process? What are the qualifications of the personnel making the determinations?
2. Do you perform a hospital bill audit? Please explain your process and procedures for the audit.
3. Do you negotiate quick pay discounts with providers?

Electronic Medical Records

1. Explain how you will utilize electronic medical records in reference to utilization review and case management.

Psychiatric/Substance Abuse Review

1. Please explain any differences from other utilization review services.
2. What are the qualifications of the personnel making these determinations?

General Questions

1. Please explain the process and procedures if the patient or attending physician disagrees with the determination. How does the appeals mechanism work? What is the time frame for response?
2. Will your program contain any changes from the procedures the participants are currently familiar with?
3. Will your company prepare at no additional cost any forms and materials necessary for the ongoing administration of the health care utilization management program, including but not limited to:
 - a. Request for hospital pre-authorization forms.
 - b. Materials necessary to communicate to participants any changes to the programs.
 - c. Any other materials necessary to administer a program of this nature.
4. Please attach copies of the following:

- Sample Contract
 - Sample of any forms or paperwork that you will require
 - Information on Medical Director located in New Mexico as required by New Mexico law.
5. Describe your internal and external quality audit procedures.
 6. Please include an implementation plan for a July 1, 2020 effective date assuming a May 15, 2020 notification date.
 7. Does your system have capability of displaying combined medical and pharmacy maximum out-of-pocket amount on EOB?
 8. Can members view their claims on-line?

Section III - Prescription Drugs

The prescription drug plan is self-funded. The County is seeking proposals from third party administrators bundled with prescription benefit managers (PBMS) as well as stand-alone PBM proposals.

Specific Information

1. The County has one prescription drug plan, which is self-funded and carved-out.
2. Mail order services are offered.
3. The San Juan County Plan Document and Summary Plan Description (Attachment 1)
4. The co-pay is \$15.00 for generic drugs and \$25.00 for non-generic drugs and \$45.00 for non-formulary name brand drugs.

Services Requested

- Network Providers for pharmacy services
- Retail network auditing
- Pharmacy Help Desk
- Member Service/Toll Free Member Services
- Electronic Eligibility Services
- Claims Processing
 - Provider Submitted Claims
 - Member Submitted Claims
- Drug Utilization Review
- Mail order
- Non-covered drugs at contract rates
- Three Tiered co-pays
 - Generic
 - Name Brand formulary
 - Name Brand Non-Formulary
 - Non-Formulary
 - Specialty drugs
- Describe the ability to offer non-covered prescription drugs at the agreed upon pharmacy rate.
- Reporting services
 - Percentages of generic vs. name brand
 - A listing of prescription patterns in San Juan County compared to other areas
 - A listing of highly prescribed prescription drugs
 - Prescription profiles by physician

- A listing and recommendation of alternative prescription drugs

Proposal Requirements:

Please complete the Quotation Form on page 29 and answer the following questions:

1. Please provide a list of Retail Providers. Can the County nominate additional facilities to be included in the provider list?
2. Can you provide a Mail Order Option? How will it work?
3. Provide samples of your standard reports, which permit analysis of the retail drug program and which display the results of your drug utilization review program. Is there a charge for your standard reports? Are ad hoc reports available? Is there an extra fee?
4. Have you implemented innovative cost containment measures for any of your other clients in the last year? If yes, please elaborate upon the progress and what quantitative effect it had. How does this distinguish you from your competitors?
5. Will dedicated customer service representatives be assigned to this account? Are customer service representatives separated from the claim-processing unit, or do claim processors have customer service responsibilities? Do customer service representatives have on-line access to up-to-date claim processing information? Do customer service representatives have authority to approve claims?
6. Can you match the current plan design exactly? How do you handle overrides?
7. What is your standard policy with respect to the issuance of plastic identification cards? We would like to coordinate these with the Medical ID cards.
8. How do you handle complaints and problems presented by participants or the pharmacies?
9. Describe in detail the internal and external quality auditing program and procedures maintained by your organization. Will you permit an audit by an external auditor at the request of the client?
10. How often are the pharmacy directories updated and dispersed to plan members?
11. Are there financial incentives to network pharmacies that are tied to utilization rates, compliance goals, quality of care outcomes or other performance results? If so, please explain.
12. Do you track and collect data on reimbursements to specific pharmacies? What data are captured and tracked? Are pharmacies terminated for abusive or excessive billing practices?
13. How is eligibility verified? How often can eligibility be updated?
14. Please advise an implementation plan assuming a July 1, 2016 effective date assuming a May 15, 2016 notification date.
15. Please explain your pricing formula and procedures. What discounts are applied to generic drugs? Is there a dispensing fee?
16. Please explain the claims procedures to prevent duplicate claims payments.
17. Describe the administration fee.
18. Describe the rebate return policy for the County.
19. Please describe the pricing methodology (e.g. AWP, MAC, etc.)
20. Can you provide available services on a 24-7 basis?
21. Please describe the 30-day prescription filling fee; please describe 90-day prescription filling fee.

NOTE: Our plan allows a retail 90-day to fill at the 30-day co-pay if physician wrote the prescription that way.

22. Please describe if over-the-counter discounts are available

Drug Utilization Review

1. Please describe your prescription drug utilization review program for pharmacy network claims. In addition to a description of the program and how it functions, please advise how your drug utilization review program addresses the following issues:

- Quality and cost of patient's recommended therapy
- Physician prescribing patterns
- Pharmacy dispensing practices
- Therapeutic and dosing regimes
- Generic monitoring
- Member education
- Disease management
- Maintenance medication dispensing practices

Section IV – Wellness Initiative

Proposal Requirements:

Please complete the Quotation Form on pages 30 and answer the following questions:

1. Does your company offer wellness or health improvement programs? If yes, please provide details on services offered and fees through the remaining questions. If no, please skip to Section V.
2. How long has your company been providing the program(s) you are proposing?
3. Describe how your company would assist in developing a comprehensive wellness program, including goal setting, employee communication, incentive planning, etc.
4. Do you have the capability of administering a Health Risk Assessment (HRA)? What reports will be available to the employee? To the employer?
5. Please describe how would engage and work with our covered population at each level of health (i.e. healthy, low risk, moderate risk, high risk, chronic illness, etc.)
 - a. Please describe the programs and services that are available for individuals in each stratified level.
 - b. Include a list of specific conditions that are managed, coached, or that are included in educational/awareness efforts.
6. How is an individual identified as eligible for the program(s) (through claims data, self-referral, HRA, etc.)?
 - a. Once identified, how is the individual contacted and enrolled in the program?
7. Do you offer on-site services? If so, please include a list and provide fees.
8. Do you provide a website with wellness information?
9. What types of reports are available to the employer? Please provide a sample reporting package.
10. Is there a fee associated to access the wellness program? If yes, please provide the costs associated.
11. Do you guarantee a Return on Investment? If so, please explain how the ROI is calculated.
12. Describe the administrative processes that will be needed to support your wellness program.
13. Describe the implementation team and schedule for the wellness program.
14. What employee communication materials are available?
15. Do you offer a wellness coach to identified high risk members? If so, please describe the services offered.

QUESTIONS TO BE ANSWERED BY ALL OFFERORS

All proposals submitted must include answers to the following questions. If multiple vendors have responded on a bundled basis, each vendor must respond separately.

Customer Service

1. Identify the representative(s) that will be assigned to the County's account and describe how they will service our account.

Describe your policies and procedures for providing reports, data and following-up on customer service inquiries.

Financial Information

Provide documentation on the financial rating(s) and stability of your corporation and assurances relating to your financial capabilities to perform.

Administrative Agreements and General Information

1. We expect that Actively-at-Work restrictions or deferred for initially enrolled employees and dependents.
2. If your company is awarded this business, how soon after notification of the award would you be able to have a draft of the:
 - (1) Master policy?
 - (2) Certificate – booklet?
 - (3) Administrative agreement?
 - (4) Contracts?
 - (5) Summary of Benefit Coverage

*Provide sample contracts.

References

1. List three, current references for which you currently provide the coverages for which you are offering.
2. List three previous clients (including contact names and phone numbers) who may have left your organization for service reasons for which you are offering.
3. Provide samples of communication materials provided by your company at no additional cost. What customized materials are available and at what costs?

Record Keeping

1. Discuss how employee and dependent records are maintained.
2. What information will you require from the County in order to administer this program? Include sample copies of any forms you may require.
3. How will your organization verify eligibility?

Assuming you are awarded the contract by May 15, 2020 please provide a detailed implementation plan for a July 1, 2020 plan effective date.

Premiums and Rate Guarantees

1. These specifications request that any rates or fees quoted in your proposal be firm and guaranteed for 24 months and cannot be changed by recalculation based on actual enrollment. Please indicate your agreement to this requirement.
 - a. What is the maximum period for which your company will guarantee your premium rates or fees and under what conditions?
 - b. Will you guarantee rates in the 3rd and 4th years?
2. The County is requesting that formal renewal notice for all coverages be received no later than 120 days prior to the renewal date of the program. Please indicate your agreement to this stipulation.

3. When are premiums/fees due and what is the grace period for payment of premium under your policy?
 - a. If premium is paid subsequently is a penalty and/or interest charge assessed? If yes, please explain in detail.
4. How will premium payments be administered? Will your company maintain an on-going eligibility listing?
5. Is your company licensed in the state of New Mexico?
6. Is a toll-free telephone number available to the plan sponsor and participants to handle claims or other required services? Is it included in the pricing? If not, would you agree to establish a toll free 800, telephone line at no cost for this group? What hours will the telephone lines be serviced?
7. Please identify the individual responsible for the account in the event of claim disputes, service problems, etc.
8. Please certify that no real or potential conflicts of interest are known. If there is a perceived conflict of interest, please include a statement proposing remedial actions that would be taken to eliminate it. No conflict of interest should exist which would prevent the Offeror from representing the County with respect to this proposal. Each Offeror must disclose all potential conflicts of which he or she has knowledge, or which may, arise with respect to the representation of the County on this proposal, including, without limitation, any circumstances which would create the appearance of a conflict of interest. The County will disqualify potential Offerors if, in the County's sole judgment, such conflict would preclude effective representation by that Offeror.
9. If any commission, fees or other compensation is included to an Insurance Agent, Broker, Consultant or other third party, the compensation is to be indicated on page 26. Include the name, address, phone number and relationship of the firm or individual. Attach a copy of the insurance license. Explain in detail what services will be provided to the County by this firm or individual.

Quality Measurement and Control

1. Describe procedures that address internal and external audits for quality control and assurance that services are properly performed.

THIS FORM MUST BE COMPLETED BY ALL OFFERERS

SAN JUAN COUNTY

PROPOSAL FORM – INITIAL INFORMATION

THIRD PARTY ADMINISTRATION	UTILIZATION MANAGEMENT	PRESCRIPTION DRUGS	WELLNESS INITIATIVE

The rates contained in our proposal box are valid for 90 days from the opening of the proposals unless otherwise stated here.

Rate Guarantee (list separately for each coverage):

Standard & Poor's Rating: _____ AM Best Rating: _____

Commissions/Compensation: _____ Answer question #9 on page 25 in detail.

Carrier Name: _____

Contact Name and Telephone Number: _____

THIRD PARTY ADMINISTRATION

QUOTATION FORM

CLAIMS ADMINISTRATION

Please provide your fee quotation regarding the administrative services described in this section. The administrative services fee quotations (s) should be presented in the following format. **Fee proposals must be guaranteed for a minimum of two years.** A three-year guarantee is preferred.

Claims Processing Fees	Monthly Charges Per Eligible Employee
Medical Claims	\$
Prescription Claims	\$
Dental Claims	\$
Vision Claims	\$

**Have you ever based your fees for service on a factor other than Monthly Charges per Eligible? We are looking for other compensation methods that will award your efficiency and accuracy. We invite your ideas.

Note: The costs of postage, telephone service, and printing of forms must be included in your fees. If not, please so note.

Charges for all required reports are to be included in the monthly fees.

Indicate any start-up or implementation fee. \$_____

Please detail any other fees/costs that may be charged to the County.

Fees are guaranteed for ___ two or ___ three years (check one).

Please provide a separate rate page if better rates are applicable as a result of being awarded multiple coverages. Be sure to indicate coverages and any requirements.

UTILIZATION MANAGEMENT

QUOTATION FORM

Please provide your fee quotations to provide health cost management services requested. Your quotation should be in the following format:

Item	Monthly Fee Per Eligible Employee	Unit per Case Charges
1. Pre-Admission/ Concurrent Utilization Review		
2. Psychiatric/Substance Abuse Review (If separate from #1 above)		
Full Package (1 & 2 above)		
3. Case Management (1) *Excludes Medicare Retirees		
<u>Other Charges</u>		
1. Start-up Implementation Fee		
2. Basic Communication Package (brochure, stickers, and letters)		

(1) Indicate hourly rate if this is your standard arrangement.

Please provide a separate rate page if better rates are applicable as a result of being awarded multiple coverages. Be sure to indicate coverages and any requirements.

PRESCRIPTION DRUG FEE

QUOTATION FORM

Generic Dispensing Fee	\$ _____/RX
Brand Dispensing Fee	\$ _____/RX
Brand non-formulary Dispensing Fee	\$ _____/RX
Generic discount Below AWP* (AWP based on quantities of 30)	_____ %
Administration Fees MAC as applicable	\$ _____/RX
<u>Other Fees</u>	
Identification Cards	\$ _____/ee
DUR Program	\$ _____/ee
MAC Pricing	\$ _____/ee
Other fees (list in detail)	\$ _____/ee

* Indicate Source of AWP

Please provide a separate rate page if better rates are applicable as a result of being awarded multiple coverages. Be sure to indicate coverages and any requirements.

WELLNESS INITIATIVE

QUOTATION FORM

Please provide your fee quotations to provide Wellness services as requested. Your quotation should be in the following format:

Item	Monthly Fee Per Eligible Employee	Unit or Case Charges
1. Health Screening and Health Risk Assessment		
2. Employee/ Counseling/ Education, Training and follow-up		
3. ONLINE Health Management / Web Access		
4. Fitness Center Services and Management		
5. Health Fairs		
6. Individual Progress Reports		
7. Physician or follow-up referral services		
8. Reporting / Progress Evaluation Report for County		
<u>Other Charges</u>		
1. Start-up Implementation Fee		
2. Basic Communication Package (brochure, Etc.,)		
3. Other Charges		

*Indicate package price, hourly rate or individual service costs if applicable
Describe Program implementation / Costs for Employee Dependents

LIST OF ATTACHMENTS

<u>Attachment Number</u>	<u>Description</u>
1	San Juan County Plan Document and Summary Plan Description: Employee Medical, Dental and Vision Benefit Plan (85 pages)
2	Resolution No. 18-19-59 (2 pages)
3	San Juan County 2020 Payday and Holiday Calendar (1 page) on page 36 of this proposal

PROPOSAL OF OFFERORS FORM

Proposal of Offerors Form must be completed in full and returned with Proposal Offer

The following proposal is made for furnishing the following service for San Juan County, New Mexico.

PROPOSAL NO. 19-20-21, Employee Benefits Program Administration – Major Medical

The undersigned declares that the amount and nature of the service to be furnished is understood and that the nature of this proposal is in strict accordance with the conditions set forth and is a part of this Proposal, and that the undersigned Offeror has read and understands the specifications and conditions of the Proposal.

The undersigned, in submitting this proposal, represents that the Offeror is an equal opportunity employer, and will not discriminate with regard to race, age, religion, color, national origin, ancestry, sex, sexual orientation, gender identity, spousal affiliation, physical or mental handicap or serious medical condition as specified in N.M.S.A. 1978, §§ 28-1-7 (as amended) in the performance of this contract.

The undersigned hereby proposes to perform necessary professional services upon the conditions stated in this proposal after notice of award and execution of a contract.

The rates/fees contained in our proposal are valid for ninety (90) days from the opening of the proposals unless otherwise stated here.

- If applicable, acknowledges receipt of the following Addendum(s):

Addendum No: _____ Date: _____ Addendum No: _____ Date: _____

Addendum No: _____ Date: _____ Addendum No: _____ Date: _____

Respectfully submitted, by (Individual authorized to contractually bind the Offeror), the Offeror expressly indicates their acceptance and agreement to incorporate the Terms and Conditions specified in this Request for Proposal:

Printed Name

Signature

Title

Date

Offeror/Contractor Name

Street Address

City, State & Zip Code

E-Mail Address

Contact Number

Fax Number

OFFERORS MUST PROVIDE RESPONSES FOR ALL QUESTIONS ON THIS FORM. PLEASE DO NOT REFERENCE ANOTHER SECTION OF THE PROPOSAL FOR YOUR RESPONSE.

Jack Fortner, Commission Chair
Jim Crowley, Commission Pro-Tem
John Beckstead, Commissioner
GloJean Todacheene, Commissioner
Michael Sullivan, Commissioner



Shane Ferrari, Sheriff
Tanya Shelby, Clerk
Mark, Duncan, Treasurer
Jimmy Voita, Assessor

SAN JUAN COUNTY
100 South Oliver Drive
Aztec, NM 87410-2432

January 2020

ATTN: SAN JUAN COUNTY VENDORS

Subject: Campaign Contribution Disclosure Law

To whom it may concern:

Effective May 17, 2006, state legislation requires that any prospective contractor seeking to enter into a contract with San Juan County, must file a Campaign Contribution Disclosure Form (copy enclosed) with the County. Campaign Contribution Disclosure Forms will be required for **each** Request for Proposal submitted, sole source award, or small purchase professional service contract with San Juan County.

The Campaign Contribution Disclosure Form must be filed by any prospective contractor whether or not they, their family member, or their representative has made any contributions exceeding two hundred and fifty dollars (\$250), to an applicable state or local public official **prior** to execution of a contract. Campaign contributions made during the two (2) years prior to the date on which the contractor submits a proposal, or in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, requires the filing of a Campaign Contributions Disclosure Form if the campaign contribution amount exceeded \$250.

A prospective contractor, family member, or representative of the prospective contractor shall not give a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or during the pendency of negotiations for a sole source or small purchase contract. Applicable local public officials for San Juan County are listed above.

Failure to timely complete and return the Campaign Contribution Disclosure Form may delay or prevent business transactions with San Juan County. Should you or a family member, as defined in the Campaign Contribution Disclosure Form, make a future campaign contribution exceeding the \$250 threshold, a Campaign Contribution Disclosure Form must be completed and returned to San Juan County's Central Purchasing Office located at 213 South Oliver Drive, Aztec, New Mexico 87410.

Please contact the Office of Central Purchasing at (505) 334-4551, Monday-Thursday, 7:00 a.m. to 5:30 p.m., should you have any questions or concerns.

Sincerely,

Diana Chapman
Chief Procurement Officer

Enclosure: Campaign Contribution Disclosure Form

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to NMSA 1978, § 13-1-191.1 (2006), any person seeking to enter into a contract with any state agency or local public body **for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources** must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the state agency or local public body shall void an executed contract or cancel a solicitation or proposed award for a proposed contract if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

"Applicable public official" means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

"Campaign Contribution" means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to either statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

"Family member" means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

"Pendency of the procurement process" means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

"Person" means any corporation, partnership, individual, joint venture, association or any other private legal entity.

"Prospective contractor" means a person who is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a small purchase contract.

“Representative of a prospective contractor” means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Signature

Date

Title (position)

Business Name

--OR--

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE TO AN APPLICABLE PUBLIC OFFICIAL BY ME, A FAMILY MEMBER OR REPRESENTATIVE.

Signature

Date

Title (Position)

Business Name

San Juan County 2020 Payday and Holiday Calendar

San Juan County 2020 Payday and Holiday Calendar

January '20							February '20							March '20							April '20						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
		1	2	3	4								1	1	2	3	4	5	6	7				1	2	3	4
5	6	7	8	9	10	11	2	3	4	5	6	7	8	8	9	10	11	12	13	14	5	6	7	8	9	10	11
12	13	14	15	16	17	18	9	10	11	12	13	14	15	15	16	17	18	19	20	21	12	13	14	15	16	17	18
19	20	21	22	23	24	25	16	17	18	19	20	21	22	22	23	24	25	26	27	28	19	20	21	22	23	24	25
26	27	28	29	30	31		23	24	25	26	27	28	29	29	30	31					26	27	28	29	30		

May '20							June '20							July '20							August '20						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
				1	2			1	2	3	4	5	6			1	2	3	4							1	
3	4	5	6	7	8	9	7	8	9	10	11	12	13	5	6	7	8	9	10	11	2	3	4	5	6	7	8
10	11	12	13	14	15	16	14	15	16	17	18	19	20	12	13	14	15	16	17	18	9	10	11	12	13	14	15
17	18	19	20	21	22	23	21	22	23	24	25	26	27	19	20	21	22	23	24	25	16	17	18	19	20	21	22
24	25	26	27	28	29	30	28	29	30					26	27	28	29	30	31	23	24	25	26	27	28	29	
31																					30	31					

September '20							October '20							November '20							December '20							
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	
		1	2	3	4	5					1	2	3	1	2	3	4	5	6	7				1	2	3	4	5
6	7	8	9	10	11	12	4	5	6	7	8	9	10	8	9	10	11	12	13	14	6	7	8	9	10	11	12	
13	14	15	16	17	18	19	11	12	13	14	15	16	17	15	16	17	18	19	20	21	13	14	15	16	17	18	19	
20	21	22	23	24	25	26	18	19	20	21	22	23	24	22	23	24	25	26	27	28	20	21	22	23	24	25	26	
27	28	29	30				25	26	27	28	29	30	31	29	30						27	28	29	30	31	1		



Wednesday, January 1-New Year's Day
 Monday, February 17-President's Day
 Friday, April 10-Good Friday
 Monday, May 25-Memorial Day
 Friday, July 3-Independence Day (Observed)
 Monday, September 7-Labor Day

Wednesday, November 11-Veteran's Day
 Thursday, November 26-Thanksgiving Day
 Friday, November 27-Martin Luther King Jr. Day (Observed)
 Thursday, December 24-Indigenous Peoples' Day (Observed)
 Friday, December 25-Christmas Day
 Friday, January 1, 2021-New Year's Day