



**SEDGWICK COUNTY, KANSAS  
DIVISION OF FINANCE DEPARTMENT**

***Purchasing Department***

100 N. Broadway, Suite 610 ~ Wichita, KS 67202

Phone: 316 660-7255 Fax: 316 660-1839

[https://www.sedgwickcounty.org/finance/purchasing/  
requests-for-bid-and-proposal/](https://www.sedgwickcounty.org/finance/purchasing/requests-for-bid-and-proposal/)

**REQUEST FOR PROPOSAL  
RFP #24-0019  
EMPLOYEE MEDICAL AND PHARMACY BENEFITS**

February 16, 2024

**A. PURPOSE**

Sedgwick County, Kansas (hereinafter referred to as “County”) is seeking to obtain proposals from medical and/or pharmacy benefit administrators (hereinafter referred to as “Vendors”) to provide employee medical, and/or pharmacy coverage.

**B. SUBMITTALS**

Carefully review this document. If your firm is interested in participating in this selection process commensurate with the specifications, conditions, mandatory requirements and instructions as contained herein, submit one (1) original, 12 copies **and** a flash drive (Microsoft Word or PDF file format) of the entire document with any supplementary materials to:

Joseph Thomas  
Sedgwick County Purchasing Department  
100 N. Broadway, Suite 610  
Wichita, KS 67202

SUBMITTALS are due **NO LATER THAN 1:45 P.M. CST, March 19, 2024**. Responses must be sealed and marked on the lower left-hand corner with the firm name and address, proposal number, and proposal due date. Late or incomplete responses will not be accepted and will not receive consideration for final award.

Proposal responses will be acknowledged and read into record at bid opening which will occur at 2:15 P.M., CDT on the due date. No information other than the respondent’s name will be disclosed at bid opening.

The documents in this pdf formatted request for proposal are the official record in the event of conflicting language or information in the pricing sheets or the excel spreadsheet.

**C. QUESTIONS and CLARIFICATIONS**

All requests for clarifications of the RFP process and document content should be directed to Joseph Thomas at e-mail [joseph.thomas@sedgwick.gov](mailto:joseph.thomas@sedgwick.gov). All questions must be submitted in writing by 5:00 P.M. CST, February 28, 2024. Answers will be provided in written form as an addendum and will be posted on the county website at [www.sedgwickcounty.org/finance/purchasing.asp/](https://www.sedgwickcounty.org/finance/purchasing.asp/) by March 6, 2024. **Vendors are responsible for checking the website and acknowledging any addenda in their response.**

## **D. ABOUT THIS DOCUMENT**

This document is a Request for Proposal. It differs from a Request for Bid or Quotation in that the county is seeking a solution, as described on the cover page and in the following Background Information section, not a bid or quotation meeting firm specifications for the lowest price. As such, the lowest price proposed will not guarantee an award recommendation. As defined in Charter Resolution No. 68, Competitive Sealed Proposals will be evaluated based upon criteria formulated around the most important features of the product(s) and/or service(s), of which quality, testing, references, service, availability or capability may be overriding factors, and price may not be determinative in the issuance of a contract or award. The proposal evaluation criteria should be viewed as standards that measure how well a vendor's approach meets the desired requirements and needs of the county. Criteria that will be used and considered in evaluation for award are set forth in this document. The county will thoroughly review all proposals received. The county will utilize its best judgment when determining whether to schedule a pre-proposal conference before proposals are accepted, or meetings with vendors after receipt of all proposals. A Purchase Order/Contract will be awarded to a qualified vendor submitting the best proposal. **Sedgwick County reserves the right to select, and subsequently recommend for award, the proposed service(s) and/or product(s) which best meets its required needs, quality levels and budget constraints.**

The nature of this work is for a public entity and will require the expenditure of public funds and/or use of public facilities, therefore the successful proposer will understand that portions (potentially all) of their proposal may become public record at any time after receipt of proposals. Proposal responses, purchase orders and final contracts are subject to public disclosure after award. All confidential or proprietary information should be clearly denoted in proposal responses and responders should understand this information will be considered prior to release, however no guarantee is made that information will be withheld from public view.

## **E. BACKGROUND INFORMATION**

Sedgwick County, located in south-central Kansas, is one of the most populous of Kansas' 105 counties with a population estimated at more than 514,000 persons. It is the sixteenth largest in area, with 1,008 square miles, and reportedly has the second highest per capita wealth among Kansas' counties. Organizationally, the county is a Commission/Manager entity, employs nearly 2,500 persons, and hosts or provides a full range of municipal services, e.g. – public safety, public works, criminal justice, recreation, entertainment, cultural, human/social, and education.

## **GLOSSARY**

- Ad-hoc – Non-standard inquiry to obtain information as specific needs arise.
- Administrative Services Only (ASO) – An arrangement in which an organization funds its own employee benefit plan but hires an outside firm to perform specific administrative services to evaluate and process claims under its employee health plan while maintaining the responsibility to pay the claims itself.
- Disease Management – A system of coordinated interventions and communications for populations with conditions in which patient self-care efforts are significant.
- Health Risk Assessment (HRA) – Health questionnaire to collect information to provide individuals an evaluation of their health risks.
- Health Insurance Portability And Accountability Act (HIPAA) – Act that regulates the availability and breadth of group health plans and certain individual health insurance policies. Defines policies, procedures and guidelines for maintaining the privacy and security of individually identifiable health information as well as outlining offenses relating to health care and sets civil and criminal penalties for violations.
- Point of Service (POS) – Type of managed care health insurance system that combines aspects of a Health Maintenance Organization or HMO and a Preferred Provider Organization or PPO.
- Medical Case Management – is a collaborative process that facilitates recommended treatment plans to assure the appropriate medical care is provided to disabled, ill or injured individuals.
- Patient Protection Affordable Care Act (PPACA) – also referred to as the Affordable Care Act was enacted on March 23, 2010.

- Prescription Benefit Manager (PBM) – will be responsible for processing and paying prescription drug claims.
- Preferred Provider Organization (PPO) – A subscription-based medical care arrangement that provides a substantial discount below the regularly charged rates of the designated professionals partnered with the organization.
- Protected Health Information (PHI) - Also referred to as personal health information, generally refers to demographic information, medical histories, test and laboratory results, mental health conditions, insurance information, and other data that a healthcare professional collects to identify an individual and determine appropriate care.
- Personally Identifiable Information (PII) - Personally identifiable information (PII) is any data that could potentially identify a specific individual. Any information that can be used to distinguish one person from another and can be used for de-anonymizing anonymous data can be considered PII.
- Third Party Administrator (TPA) – A person or organization that processes claims and performs other administrative services in accordance with a service contract. Plan administration responsibilities include processing, adjudication, and negotiation of claims, record-keeping, and maintenance of the plan.
- Utilization Review (UR) – Evaluation of the appropriateness, medical need and efficiency of health care services procedures and facilities according to established criteria or guidelines and under the provisions of an applicable health benefits plan.
- Utilization Review Accreditation Commission (URAC) – a nonprofit organization promoting healthcare quality by accrediting healthcare organizations.

**CURRENT MEDICAL & PHARMACY PLAN**

These benefits are provided by Sedgwick County to the full-time active population of approximately 2,500 total eligible employees. The Self-Insured Medical Preferred Provider Organization (PPO) plan has been selected by 2,321 employees, 76 retired employees and 4 COBRA participants. Sedgwick County has four coverage tiers for health insurance coverage, Employee Only, Employee and Spouse, Employee and 1 or more children, Employee Only. Sedgwick County Member Counts by Plan Tier are listed below.

<b>Active</b>		<b>Cobra</b>		<b>Retiree</b>	
EE + Family	759	EE + Family	0	EE + Family	5
EE + Spouse	374	EE + Spouse	1	EE + Spouse	16
EE +1 or more Children	298	EE +1 or more Children	0	EE +1 or more Children	4
Employee Only	890	Employee Only	3	Employee Only	51
<b>TOTAL</b>	<b>2321</b>	<b>TOTAL</b>	<b>4</b>	<b>TOTAL</b>	<b>76</b>

**Sedgwick County’s Medical Benefits:**

Plan is administered by United Healthcare. The Preferred Provider Organization (PPO) medical plan is offered to local Sedgwick County employees.

There are three benefit options:

Plan	Premier	Base	High Deductible (HDHP)
Deductible	\$750 / \$1,500	\$1,250 / \$2,500	\$3,200 / \$6,400
Medical Out-of-Pocket Maximum	\$1,500 / \$3,000	\$2,500 / \$5,000	\$3,200 / \$6,400

A third-party vendor currently provides the administrative services for COBRA/Retired employees. The COBRA/Retired employees use the PPO plan at 102% of the monthly cost.

**Sedgwick County’s Pharmacy Benefits:**

Optum Rx, a subsidiary of UHC, provides pharmacy benefits for both retail prescription and mail order drugs. The three plans:

Plan	Premier	Base	High Deductible (HDHP)
Rx Out-of-Pocket Maximum	\$3,000 / \$6,000	\$4,400 / \$8,800	\$3,200 / \$6,400
Tier 1 – Retail	\$10	\$10	100% After Deductible
Tier 2 – Retail	\$40	\$40	100% After Deductible
Tier 3 – Retail	\$70	\$70	100% After Deductible
Tier 1 – Mail-Order	\$25	\$25	100% After Deductible
Tier 2 – Mail-Order	\$100	\$100	100% After Deductible
Tier 3 – Mail-Order	\$175	\$175	100% After Deductible

Diabetic supplies will be dispensed, up to a 90 day supply, with no cost share to the member.

**Current Rates and Contribution:**

Contributions as of 1/1/2024

Base Plan			
	Monthly Premium Equivalents	Sedgwick County Contribution Per Month	Employee Contributions per Month
Single	\$ 637.08	\$ 597.36	\$ 39.72
Two-Person	\$ 1,274.14	\$ 1,194.72	\$ 79.42
Family	\$ 1,847.50	\$ 1,732.38	\$ 115.12

Premier Plan			
	Monthly Premium Equivalents	Sedgwick County Contribution Per Month	Employee Contributions per Month
Single	\$ 668.98	\$ 594.72	\$ 74.26
Two-Person	\$ 1,337.96	\$ 1,189.46	\$ 148.50
Family	\$ 1,940.04	\$ 1,724.72	\$ 215.32

HDHP Plan			
	Monthly Premium Equivalents	Sedgwick County Contribution Per Month	Employee Contributions per Month
Single	\$ 586.48	\$ 572.18	\$ 14.30
Two-Person	\$ 1,172.98	\$ 1,144.40	\$ 28.58
Family	\$ 1,700.80	\$ 1,659.36	\$ 41.44

**ELIGIBILITY & CURRENT ENROLLMENT INFORMATION**

Eligible Employees (EE) are defined as any employee assigned to a permanent position of twenty (20) or more hours work per week.

**Census Information** – Active, Retirees, & COBRA participants as of February 12, 2024, attached

Eligible dependents are defined by Sedgwick County as:

- “Spouse” by marriage contract.
- “Spouse Common-Law” by a Kansas Common-Law affidavit.
- “Child” by natural birth or adoption.
- “Child-Special Court Order” by any court order for financial responsibility of the medical care expenses of the child.
- “Legal Guardianship” by court decree.
- “Stepchild” by present marriage.
- Each dependent child is eligible until the end of the month in which they turn 26.

Employee Benefit Eligibility policy of Sedgwick County is as follows: Employee is eligible the 1<sup>st</sup> of the month after they have been hired. He/she is to complete the enrollment process by the 1<sup>st</sup> of the month after they have been hired. If the employee did not complete the enrollment process before the 1<sup>st</sup> of the month after hire then the enrollment is effective the 1<sup>st</sup> of the next month. The employee has 30 days from hire date to enroll. This coverage ends the last day of the month the employee separates from employment.

**OPEN ENROLLMENT INFORMATION**

The Sedgwick County Division of Human Resources coordinates an annual open enrollment period for county employees. Annual enrollment takes place in October/November and has a plan year effective date of January 1st. Family status changes are handled by Sedgwick County outside the annual enrollment process and passed on to the appropriate carrier electronically on a weekly basis thereafter for eligibility maintenance. In addition, other outsource vendors are currently responsible for the flexible spending account, and COBRA/Retirement administration. Electronic transfer of information for all reports, billing, and enrollment is the preferred method.

<b>Medical/Rx (PPO)</b>					
<b>Year</b>	<b>Avg. Monthly Employee Count</b>	<b>Avg. Monthly Dependent Count</b>	<b>Gross Paid Medical Claims</b>	<b>Gross Paid Rx Claims</b>	<b>Total Net Claims</b>
January 1 – December 31, 2021	2,382	3,497	\$20,306,082	\$10,722,538	\$29,538,719
January 1 – December 31, 2022	2,253	3,276	\$20,417,748	\$11,413,131	\$29,909,625
January 1 – September 30, 2023	2,334	3,261	\$21,065,418	\$12,668,029	\$30,677,912

## **F. GOALS AND OBJECTIVES**

**Key Health Objectives/Philosophy:** Sedgwick County’s key objectives for this RFP process is to:

1. Obtain competitive proposals for the administration of the current medical and pharmacy benefit plans as a requirement of bid.
2. Consider administration vendors on an unbundled basis including carrier Third Party Administration and independent Third Party Administration options.

## **G. TENTATIVE TIMELINE**

The following dates are provided for information purposes and are subject to change without notice. Please contact Joe Thomas, Purchasing Department at (316) 660-7255 to confirm any/all dates.

Questions and clarifications submitted via email by 5:00 pm CST	<b>February 28, 2024</b>
Addendum Issued by 5:00 pm CST	<b>March 6, 2024</b>
Proposal due before 1:45 pm CDT	<b>March 19, 2024</b>
Evaluation Period	<b>March 20, 2024 – April 5, 2024</b>
Finalist Meetings	<b>April 18-19, 2024</b>
Board of Bids and Contracts Recommendation	<b>May 9, 2024</b>
Board of County Commission Award	<b>May 15, 2024</b>

## **H. SELECTION CRITERIA**

The selection process will be based on the responses to this RFP. Proposals will be screened by a Review Committee. This committee may select a limited number of prospective vendors to short-list for interview. The committee may also request a demonstration of reporting during the evaluation process if determined to be necessary based on the responses and supplemental information received.

The county will judge each response as determined by meeting the following criteria:

- Meeting or exceeding all Request for Proposal Conditions and miscellaneous instructions as outlined herein, and the clarity, completeness and comprehensiveness of the proposal.
- Proven ability to provide high quality service(s) and/or product(s) within the specifications, and meet or exceed minimum and mandatory requirements, as outlined in this and future related documents.
- Qualifications and expertise. Such ability will be determined by:
  - References provided verifying exemplary service.
  - Depth and variety of services available.
  - Providing the county with the most advantageous proposal as determined by the county.
  - Overall cost to the county.

Selection criteria will be scored as follows:

Criteria	Component	Points
A.	Meeting all proposal requirements and instructions, submitting clear, detailed information and providing all requested documentation	<b>20</b>
B.	Overall cost of solution	<b>15</b>
C.	Ability to manage pharmacy benefits	<b>15</b>
D.	Network access and ability to administer alternative or unique network solutions	<b>15</b>
E.	Account management and service support for both county administrative staff and members of the plan	<b>15</b>
F.	Experience and Qualifications working with government entities	<b>10</b>
G.	Ability to provide cost containment solutions that meet the needs of the county	<b>10</b>
	<b>Total</b>	<b>100</b>

Any final negotiations for services and terms and conditions will be based, in part, on the Vendor's method of providing the service and the fee schedule achieved through discussions and agreement with the County's Review Committee. The county is under no obligation to accept the lowest priced proposal and reserves the right to further negotiate services and costs that are proposed. The county also reserves the sole right to recommend for award the proposal(s) and plan(s) that it deems to be in its best interest.

A Committee recommendation will be made to the Board of Bids and Contracts at its regular meeting, Thursday, May 9, 2024 at 10:00 am., in the Ruffin Building, 6<sup>th</sup> Floor Finance Conference Room.

The Board of County Commissioners will award a contract at its regular meeting Wednesday, May 15, 2024, in the County Commission meeting room.

#### **I. CONTRACT PERIOD**

1. The contract period with the successful firm will begin January 1, 2025 for a period of three (3) years ending December 31, 2027 with two (2) one (1) year options to renew at the county's sole discretion. The county's insurance open enrollment process starts in October. Processing and payment of claims will begin at 12:01 am January 1, 2025.

#### **J. INSURANCE REQUIREMENTS**

Liability insurance coverage indicated below must be considered as primary and not as excess insurance. If required, contractor's professional liability/errors and omissions insurance shall (i) have a policy retroactive date prior to the date any professional services are provided for this project, and (ii) be maintained for a minimum of three (3) years past completion of the project. Contractor shall furnish a certificate evidencing such coverage, with county listed as an additional insured including both ongoing and completed operations, except for professional liability, workers' compensation and employer's liability. **Certificate shall be provided prior to award of contract.** Certificate shall remain in force during the duration of the project/services and will not be canceled, reduced, modified, limited, or restricted until thirty (30) days after county receives written notice of such change. All insurance must be with an insurance company with a minimum BEST rating of A-VIII and licensed to do business in the State of Kansas (**must be acknowledged on the bid/proposal response form**).

**NOTE:** If any insurance is subject to a deductible or self-insured retention, written disclosure must be included in your proposal response and also be noted on the certificate of insurance.

It is the responsibility of contractor to require that any and all approved subcontractors meet the minimum insurance requirements.

<b>Workers' Compensation:</b>	
Applicable coverage per State Statutes	
<b>Employer's Liability Insurance:</b>	\$500,000.00
<b>Commercial General Liability Insurance (on form CG 00 01 04 13 or its equivalent):</b>	
Each Occurrence	\$1,000,000.00
General Aggregate, per project	\$2,000,000.00
Personal Injury	\$1,000,000.00
Products and Completed Operations Aggregate	\$2,000,000.00
<b>Automobile Liability:</b>	
Combined single limit	\$500,000.00
<b>Umbrella Liability:</b>	
Following form for both the general liability and automobile	
<input checked="" type="checkbox"/> <b>Required</b> / <input type="checkbox"/> <b>Not Required</b>	
Each Claim	\$1,000,000.00
Aggregate	\$1,000,000.00
<b>Professional Liability/ Errors &amp; Omissions Insurance:</b>	
<input checked="" type="checkbox"/> <b>Required</b> / <input type="checkbox"/> <b>Not Required</b>	
Each Claim	\$1,000,000.00
Aggregate	\$1,000,000.00
<b>Pollution Liability Insurance:</b>	
<input type="checkbox"/> <b>Required</b> / <input checked="" type="checkbox"/> <b>Not Required</b>	
Each Claim	\$1,000,000.00
Aggregate	\$1,000,000.00

***Special Risks or Circumstances:***

*Entity reserves the right to modify, by written contract, these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.*

**K. INDEMNIFICATION**

To the fullest extent of the law, the provider, its subcontractor, agents, servants, officers or employees shall indemnify and hold harmless Sedgwick County, including, but not limited to, its elected and appointed officials, officers, employees and agents, from any and all claims brought by any person or entity whatsoever, arising from any act, error, or omission of the provider during the provider's performance of the agreement or any other agreements of the provider entered into by reason thereof. The provider shall indemnify and defend Sedgwick County, including, but not limited to, its elected and appointed officials, officers, employees and agents, with respect to any claim arising, or alleged to have arisen from negligence, and/or willful, wanton or reckless acts or omissions of the provider, its subcontractor, agents, servants, officers, or employees and any and all losses or liabilities resulting from any such claims, including, but not limited to, damage awards, costs and reasonable attorney's fees. This indemnification shall not be affected by any other portions of the agreement relating to insurance requirements. The provider agrees that it will procure and keep in force at all times at its own expense insurance in accordance with these specifications.



#### **L. CONFIDENTIAL MATTERS and DATA OWNERSHIP**

The successful proposer agrees all data, records and information, which the proposer, its agents and employees, which is the subject of this proposal, obtain access, remains at all times exclusively the property of Sedgwick County. The successful proposer agrees all such data, records, plans and information constitutes at all times proprietary information of Sedgwick County. The successful proposer agrees that it will not disclose, provide, or make available any of such proprietary information in any form to any person or entity. In addition, the successful proposer agrees it will not use any names or addresses contained in such data, records, plans and information for the purpose of selling or offering for sale any property or service to any person or entity who resides at any address in such data. In addition, the successful proposer agrees it will not sell, give or otherwise make available to any person or entity any names or addresses contained in or derived from such data, records and information for the purpose of allowing such person to sell or offer for sale any property or service to any person or entity named in such data. Successful proposer agrees it will take all reasonable steps and the same protective precautions to protect Sedgwick County's proprietary information from disclosure to third parties as with successful proposer's own proprietary and confidential information. Proposer agrees that all data, regardless of form that is generated as a result of this Request for Proposal is the property of Sedgwick County.

#### **M. OTHER CONSIDERATIONS**

1. For purposes of addressing questions concerning this RFP or for seeking alternative contract terms, the sole contact will be the County's Purchasing Department. Upon issuance of this RFP, employees and representatives (including elected officials) of the county must not be contacted regarding this RFP process. Failure to observe this restriction may result in disqualification of any vendor response. This restriction does not preclude discussions between affected parties for the purpose of conducting business unrelated to this procurement.
2. The county will not consider the submission of unsolicited additional terms after the response deadline. This RFP and all written material received from the successful vendor will be incorporated into the contract between the county and the firm unless specifically superseded in the signed contract. All information becomes the property of the county and will be subject to the Kansas Open Public Records Act.
3. A respondent submitting a proposal thereby certifies that no officer, agent or employee of the county who has pecuniary interest in this RFP has participated in the contract negotiations on the part of the county, that the proposal is made in good faith, without fraud, collusion or connection of any kind with any other respondent of the same call for proposals without disclosure, and that the respondent is competing solely on its own behalf, without connection with or obligation to, any undisclosed person or firm.
4. The county will not retain or work through an agent or broker to assist or to provide service for its Plan. Human Resources will work directly with insurance company representatives. Any submitted proposal by an insurance company must clearly state and identify any payment of any kind that will be made to any licensed agent, licensed broker, or other person that is not an employee of the insurance company. The proposal must clearly state to whom the payment is being made, why the payment is being made, and explain the added value received for the payment. The county may hire a consultant to provide services as needed, but any such consultant would not be the contact point for insurance companies submitting proposals.
5. The proposer shall make all investigations necessary to inform itself regarding the services to be performed under this RFP.
6. Issuance of this RFP and receipt of responses does not commit the county to award a contract, and the county reserves the right to reject any and all responses at any time with no penalty and/or waive immaterial defects and minor irregularities in responses. All firms are hereby notified that the execution of a contract pursuant to this RFP is dependent on the negotiation of an acceptable contract with the successful firm. If such a contract cannot be negotiated within a reasonable period, the county may enter into negotiations with another qualified firm.

7. The county will not be liable for any costs incurred by vendors in the preparation and presentation of information submitted in response to the RFP or for participation in demonstrations.
8. The county will not recognize any assignment or transfer of interest in the contract without written notice to and written acceptance by the county.
9. If Partnerships and/or subcontracting are used in order to meet the requirements and scope of work in this RFP, a prime vendor should be identified and the partners and subcontractors should be listed along with a statement of who will be responsible for providing what service, and a statement of the nature of any legal relationship. The proposal response should clearly delineate who will be the prime vendor for contracting purposes.
10. Alternate proposals (two or more proposals submitted) will be considered for an award. Sedgwick County reserves the right to make the final determination of actual equivalency or suitability of such proposals with respect to requirements outlined herein.
11. Sedgwick County may award a purchase contract, based on initial offers received, without discussion of such offers. **A vendor's initial offer should therefore be based on the most favorable terms available from a price, service and technical standpoint.** The county may, however, have discussion with those vendors that it deems in its discretion to fall within a competitive range. It may also request best and final offers from such proposers, and make an award and/or conduct negotiations thereafter.
12. Sedgwick County reserves the right to negotiate separately with any proposer after the opening of this Request for Proposal when such action is considered in its best interest. Subsequent negotiations may be conducted, but such negotiations will not constitute acceptance, rejection, or a counteroffer on the part of the county.
13. Sedgwick County will retain the right to reject any part of or any and/or all proposals received, or to accept any item or items in the proposal, if determined to be non-responsive in any form, or if determined to be in the best interest of Sedgwick County. It will further be understood that each responder's sureties and insurers are subject to the approval of the county.
14. **Prices proposed may not be withdrawn for a period of 120 days following the opening of this Request for Proposal.** Prices MUST also be free of duties, federal, state, and local taxes unless otherwise imposed by a governmental body, and applicable to the material on the proposal.
15. It will be understood that any proposal and any/all referencing information submitted in response to this Request for Proposal will become the property of Sedgwick County, and will not be returned. Sedgwick County will use discretion with regards to disclosure of proprietary information contained in any response, but cannot guarantee that information will not be made public. As a governmental entity, Sedgwick County is subject to making records available for disclosure after Board of County Commission approval of the recommendation. Any confidential or proprietary information should be clearly marked.
16. Sedgwick County reserves the right to cancel the work described herein prior to issuance and acceptance of any contractual agreement/purchase order by the recommended vendor even if the Board of County Commissioners has formally accepted a recommendation.
17. The successful contractor may have access to private or confidential data maintained by the county to the extent necessary to carry out its responsibilities under the contract. Contractor will be responsible for compliance with the privacy provision of the Health Insurance Portability and Accountability Act (HIPAA) and shall comply with all other HIPAA provisions and regulations applicable.

18. By submission of a response, the Proposer agrees that at the time of submittal, he or she: (1) has no interest (including financial benefit, commission, finder's fee, or any other remuneration) and will not acquire any interest, either direct or indirect, that would conflict in any manner or degree with the performance of Proposer's services, or (2) benefit from an award resulting in a "Conflict of Interest." A "Conflict of Interest" will include holding or retaining membership or employment on a board, elected office, department, division, bureau, or committee sanctioned by and/or governed by the Sedgwick County Board of County Commissioners. Proposers will identify any interests, and the individuals involved, on separate paper with the response and will understand that the county, at the discretion of the Purchasing Director in consultation with the County Counselor, may reject their proposal.
19. Pricing and service offered in the proposal document will be provided to other local government entities with whom Sedgwick County regularly enters into cooperative agreements. Any state, county, city or township that is interested in participating under the same plan will be responsible to implement their own contract with the successful vendor. There is no current cooperative plan with Sedgwick County. Each jurisdiction is responsible for its own contract.
20. The terms outlined in this RFP must be guaranteed up to and through the negotiation of the final contract.

#### **N. SEDGWICK COUNTY RESPONSIBILITIES**

Human Resources will coordinate an annual open enrollment period for county employees. Human Resources will process and tabulate all plan enrollments, terminations and changes and forward enrollment information to the insurance company on a weekly basis through an electronic format to a secure website by encryption.

#### **Claims Payment**

The County will negotiate the preferred method of claim processing with the successful vendor. Human Resources requires all reporting and billing to be executed by electronic transfer. The vendor will be responsible for reconciliation of reporting and billing. The county's preferred method of money transfer is by ACH transfer to the insurance company. Insurance company will e-mail claim report to Human Resources within 5 work days to verify the claim payment.

#### **Administrative Fees Payment**

Human Resources will determine the number of employees enrolled in the Plan on a weekly basis and as of the first day of each month will expect an invoice from the vendor and pay appropriate administrative fees based on the determined Plan enrollment.

Payment for all specified services to the successful vendor(s) will be made as scheduled on an appropriate basis following Board of County Commissioners approval of the recommended insurance company and completion of any necessary training by the insurance company.

## **O. MINIMUM FIRM REQUIREMENTS AND SCOPE OF WORK**

This section lists the criteria to be considered in evaluating the ability of vendors interested in providing the service(s) and/or product(s) specified in this RFP. **All requirements along with the questionnaires must be addressed as part of the vendor's proposal response.**

a. The following qualification requirements are at minimum and must be met or exceeded to be considered for award.

Vendors must:

1. Have proper certification(s) and/or license(s) for the services specified in this RFP.
2. Provide documentation of good standing with the Kansas Insurance Department.
3. Have a minimum of three (3) years' experience providing similar services.
4. Have the capacity to acquire all required bonds, insurances, permits and coordinate with approving and/or monitoring agencies.
5. Must have knowledge of and comply with all applicable federal, state and local laws, statutes, ordinances, rules and regulations. All laws of the State of Kansas, whether substantive or procedural, shall apply to the contract, and all statutory, charter, and ordinance provisions that are applicable to public contracts in the county shall be followed with respect to the contract.
6. Upon award of the contract, the successful vendor shall be duly qualified to do business in the State of Kansas. Domestic (Kansas) corporations shall furnish evidence of good standing in the form of a Certificate signed by the Kansas Secretary of State. Foreign (non-Kansas) corporations shall furnish evidence of authority to transact business in Kansas in the form of a Certificate signed by the Kansas Secretary of State. In addition, the successful firm shall furnish a Corporate Resolution evidencing the firm's authority to execute the contract documents and be legally bound by same.

b. The following requirements outline the design and performance requirements for this RFP. Requirements are provided to assist vendors in submitting a thorough response that meets the county's objectives. Content in this section consists of the minimum required to cover the scope of work and includes a series of questions that vendors are required to respond to.

1. Provide a conversion privilege for benefited employees, without restriction.
2. Provide coverage without restriction by residence, 24 hours per day, on a worldwide basis.
3. Provide benefit information booklets/packets and cards to county employees via mail.
4. Provide coordination of benefits administration.
5. Provide a Vendor website that is accessible to all employee members and their dependents for access to medical/Rx information with the plan provider directories, provider facilities, plan coverage, plan eligibility, plan claims and appeals, and registration to a personal medical/Rx account of employee and dependent service activity and payment.
6. Provide annual Certificates of Coverage or Benefit Description to the county. Certificates of Coverage or Benefit Description must be maintained on Vendor websites for employee members and their dependents to review.
7. Provide in-network pricing for covered persons who live out of state, but in other networks maintained by company.
8. Begin processing and paying claims from 12:01 am., January 1, 2025.
9. Provide processing of all claims run-out incurred during term of contract for six months following termination date of the contract.
10. Accept all current eligible county employees, without restriction as to total disability, pre-existing physical conditions, or requirement of evidence of insurability (subject to HIPAA, GINA, regulations).

11. Provide at no cost and in a timely manner all data and written or recorded material pertaining to this contract, provider payment information and premium construct by medical service code and category as well as administrative expenses of bidder, e.g. such as report progress of the benefits plan on a quarterly basis, coordinating with benefit providers to obtain relevant performance data, provide analysis of benefit plan performance, premiums vs. claims, clinical data analysis, and wellness programs. Provide all open enrollment presentations and materials such as Certificates of Coverage or Benefit Summary with a dedicated team of marketing or customer service representatives that will meet with employees and their dependents during open enrollment meetings and open enrollment periods.
12. Provide complete plan administration, accounting, data processing, and cost control, quality assurance, utilization review, marketing, claims processing, customer service, fiscal services, and other services related to the medical/Rx care plan. Furnish a monthly accounting of all payments of claims and utilization data for the medical/Rx plan in a mutually agreed upon secure electronic format.
13. Provide complete banking arrangements for claims, plan design savings account, and payment, including the printing and issuing of checks and preparation and filing of 1099 forms with the IRS. Kansas banks are preferred; the county banking is currently done through INTRUST Bank.
14. Advise and assist in a consultative capacity with regard to the benefits under the medical/Rx plan and related benefit programs and any revisions of the medical/Rx plan design as deemed appropriate from time to time, including advice and assistance with respect to provisions relating to eligibility, effective dates, coverage and cessation of coverage under the plan or related programs.
15. Provide for all levels of unbiased review of claims, claim denials and appeals made by employee/dependents. Determination of payment or denial of claims or appeals of claims shall be made by the vendor following appropriate analysis and review. Employer retains the right to uphold, overturn or modify any denial of a claim by vendor.
16. Provide legitimate utilization management programs and services and review or audit such programs for appropriate delivery, i.e., timeliness, effectiveness, quality, or without any abuse or misuse.

#### **P. PROPOSAL WORKSHEETS and INSTRUCTIONS**

All vendors must complete the required proposal worksheets and provide the requested information. Any alternative proposals are at the vendors' option to submit and must be clearly identified. All services must be priced on a per-employee per month basis for three (3) years on the attached Request for Proposal Pricing Sheets. Vendors may provide multiple services for a base minimum fee (individual pricing not required). All services not provided for the base minimum fee should be indicated and priced individually. All proposal submittals will use the outlined format and pricing sheets.

#### **Q. CURRENT PLAN WORKSHEETS – REQUIRED TO BID**

To bid the proposal for the administration of the current medical administration, fill out the funding sheet you are including in your proposal for Sedgwick County. Third Party Administration proposal sheet is on pages 16 and 17 of the Medical ASO & Third Party Administrator document.

**Sedgwick County is seeking a three (3) year contract with two (2) one (1) year options to renew. Each proposal response willing to identify firm fixed pricing for multiple years should do so by using a copy of the appropriate proposal worksheet for each year of commitment.**

**All proposals should be net of commission.**

In addition to the current plan, Sedgwick County is interested in quality information and reporting to compare initiatives which work to identify and publish information for staff, employees, and providers to help make informed decisions about providing and seeking health care. Add to the current plan the services to collect and analyze claims and clinical data then present the data to Sedgwick County on a quarterly basis. Sedgwick County requires that reports and analysis be delivered electronically to Sedgwick County departments i.e., HR, Health, Risk, and Budget/Finance.

**Carrier/Independent Third-Party Administrator Bid:**

- Provide fixed costs for administrative services and network access fees including utilization and claims management type services as defined on the Third-Party Administration proposal sheet. Stop-loss is not to be marketed at this point in time or included in your proposal.

**Pharmacy Benefit Management Administrator Bid:**

- **A separate Pharmacy Benefit Manager (PBM) RFP and instructions has been sent as part of this RFP. If you would like to quote PBM services, please respond to the separate RFP.** Provide fixed costs for administrative services and network access fees including utilization and claims management type services as defined on the Pharmacy Benefit Manager proposal sheet.

**R. PROPOSAL CONTENT and FORMAT**

Proposals received should reflect in detail their inclusion and the degree provided. The Proposal should be organized in the following format and information sequence:

1. Organization's complete name and address.
2. Provide a description of your firm and include qualifications, experience, and depth of staff and quality control processes.
3. Provide copies of certification(s) and license(s) e.g., health, pharmacy, and stop loss.
4. Provide a bank reference statement and/or a copy of the most recent, audited, financial statement.
5. Provide four (4) references verifying exemplary service. These references MUST have received services similar to those proposed under this RFP. Provide the business name, address, contact name, phone number, e-mail address, and a brief description of products and services provided. The county expects all reference information to be current and accurate. Please verify that all contact information is correct.
6. Provide a list of clients, including contact information, for which like services have been performed and the services provided for each client during the last 3 years.
7. List five (5) plan transitions most similar in annual premium to Sedgwick County's Plan that have occurred in the last 10 years (the most recent transitions are preferable.) Please provide contact name, title and phone number.
8. Acknowledge and address in sequential order the requirements outlined in this document. Restate each question and provide an answer. Do not refer to attached document to answer a question. You may attach supplemental materials and label exhibits accordingly.
9. Provide the completed questionnaires outlined in this document.
10. Discuss any current local, state or federal (e.g. HIPAA) violations and any ongoing litigation that may cause conflicts or affect the ability of the vendor to provide service(s) and/or product(s).
11. Provide a list of office locations for local, regional and corporate entities. Location information should include, but not be limited to, address, phone number, services provided, and internet e-mail.
12. List any active or pending lawsuits and/or litigation related to the insurance agency and/or insurance company during the previous three years.
13. List any active or pending fines, penalties or sanctions against the insurance agent, insurance agency, and/or the insurance company from any State Insurance Department during the previous three (3) years.
14. Provide a project plan and timeline for implementation of each proposed system.
15. Provide a signed, completed Proposal Response Form.
16. Provide completed pricing worksheets.
17. Identify any other expectations of county responsibilities not addressed in the request for proposal document.
18. Provide any additional information relevant to expertise of the requested services that may assist the county in evaluating your proposal.
19. For the TPA RFP, submit a full medical claims repricing and analysis and network disruption using source data file provided.
20. For the PBM RFP, submit a full claims repricing and disruption analysis and network disruption using source data file provided.
21. For the PBM RFP, please accept or decline all information listed in the "Terms" and "Drug Classification" section.

## **S. PROPOSAL CONDITIONS**

<https://www.sedgwickcounty.org/media/31338/proposal-terms-conditions.pdf>

General Contract Provisions

<https://www.sedgwickcounty.org/media/31337/general-contractual-provisions.pdf>

Mandatory Contract Provisions

<https://www.sedgwickcounty.org/media/31336/mandatory-contractual-provisions.pdf>

Independent Contractor

<https://www.sedgwickcounty.org/media/54780/independent-contractor-addendum.pdf>

Sample Contract

<https://www.sedgwickcounty.org/media/39236/sample-contract.pdf>

Federal Certifications Addendum Sedgwick County

<https://www.sedgwickcounty.org/media/59719/federal-certifications-addendum-updated-for-changes-to-ug-11-12-2020-no-signature-line.pdf>

Suspension and Debarment

<https://www.sedgwickcounty.org/finance/purchasing/suspension-and-debarment/>

Payment and Invoice Provisions

<https://www.sedgwickcounty.org/media/55477/payment-and-invoice-provisions.pdf>

## **T. ADDITIONAL INFORMATION**

Please refer to the county's website, the "Current Bids and Proposals" section under "Upcoming Requests" under the **Documents** header:

<https://www.sedgwickcounty.org/finance/purchasing/current-bids-and-proposals/>

**REQUEST FOR PROPOSAL**

**RFP #24-0019**

**EMPLOYEE MEDICAL AND PHARMACY BENEFITS**

The undersigned, on behalf of the proposer, certifies that: (1) this offer is made without previous understanding, agreement or connection with any person, firm, or corporation submitting a proposal on the same project; (2) is in all respects fair and without collusion or fraud; (3) the person whose signature appears below is legally empowered to bind the firm in whose name the proposer is entered; (4) they have read the complete Request for Proposal and understands all provisions; (5) if accepted by the county, this proposal is guaranteed as written and amended and will be implemented as stated; and (6) mistakes in writing of the submitted proposal will be their responsibility.

NAME \_\_\_\_\_

DBA/SAME \_\_\_\_\_

CONTACT \_\_\_\_\_

ADDRESS \_\_\_\_\_ CITY/STATE \_\_\_\_\_ ZIP \_\_\_\_\_

PHONE \_\_\_\_\_ FAX \_\_\_\_\_ HOURS \_\_\_\_\_

STATE OF INCORPORATION or ORGANIZATION \_\_\_\_\_

COMPANY WEBSITE ADDRESS \_\_\_\_\_ EMAIL \_\_\_\_\_

NUMBER OF LOCATIONS \_\_\_\_\_ NUMBER OF PERSONS EMPLOYED \_\_\_\_\_

TYPE OF ORGANIZATION: Public Corporation \_\_\_\_\_ Private Corporation \_\_\_\_\_ Sole Proprietorship \_\_\_\_\_

Partnership \_\_\_\_\_ Other (Describe): \_\_\_\_\_

BUSINESS MODEL: Small Business \_\_\_\_\_ Manufacturer \_\_\_\_\_ Distributor \_\_\_\_\_ Retail \_\_\_\_\_

Dealer \_\_\_\_\_ Other (Describe): \_\_\_\_\_

Not a Minority-Owned Business: \_\_\_\_\_ Minority-Owned Business: \_\_\_\_\_ (Specify Below)

\_\_\_\_\_ African American (05) \_\_\_\_\_ Asian Pacific (10) \_\_\_\_\_ Subcontinent Asian (15) \_\_\_\_\_ Hispanic (20)

\_\_\_\_\_ Native American (25) \_\_\_\_\_ Other (30) - Please specify \_\_\_\_\_

Not a Woman-Owned Business: \_\_\_\_\_ Woman-Owned Business: \_\_\_\_\_ (Specify Below)

\_\_\_\_\_ Not Minority -Woman Owned (50) \_\_\_\_\_ African American-Woman Owned (55) \_\_\_\_\_ Asian Pacific-Woman Owned (60)

\_\_\_\_\_ Subcontinent Asian-Woman Owned (65) \_\_\_\_\_ Hispanic Woman Owned (70) \_\_\_\_\_ Native American-Woman Owned (75)

\_\_\_\_\_ Other – Woman Owned (80) – Please specify \_\_\_\_\_

ARE YOU REGISTERED TO DO BUSINESS IN THE STATE OF KS: \_\_\_\_\_ Yes \_\_\_\_\_ No

UEI (UNIQUE ENTITY IDENTIFIER) NO. \_\_\_\_\_

INSURANCE REGISTERED IN THE STATE OF KS WITH MINIMUM BEST RATING OF A-VIII: \_\_\_\_\_ Yes \_\_\_\_\_ No

ACKNOWLEDGE RECEIPT OF ADDENDA: All addendum(s) are posted to our RFB/RFP web page and it is the vendor's responsibility to check and confirm all addendum(s) related to this document by going to [www.sedgwickcounty.org/finance/purchasing.asp](http://www.sedgwickcounty.org/finance/purchasing.asp) .

NO. \_\_\_\_\_, DATED \_\_\_\_\_; NO. \_\_\_\_\_, DATED \_\_\_\_\_; NO. \_\_\_\_\_, DATED \_\_\_\_\_

In submitting a proposal, vendor acknowledges all requirements, terms, conditions, and sections of this document. Proposal submission format should be by order in which sections are listed throughout the document. All minimum and general requirements should be specifically addressed and detailed in the proposer's response. **Exceptions to any part of this document should be clearly delineated and detailed.**

Signature \_\_\_\_\_ Title \_\_\_\_\_

Print Name \_\_\_\_\_ Dated \_\_\_\_\_