This RFP issued on 2/21/2018



Bay District Schools REQUEST FOR PROPOSAL SELF-INSURED HEALTHCARE CLAIMS AUDITING SERVICES RFP No. 18-05

PURPOSE

Bay District Schools ("Client") is soliciting proposals from claims auditing firms to perform auditing services for the calendar year 2016-2017 paid claims, with the option of providing services for each of the next four (4) subsequent years. It is anticipated that the audit planning, fieldwork and the final report will be issued no later than July 1, 2018. The scope of these services would include auditing claims processed by Client's third party administrator.

INSTRUCTIONS TO PROPOSERS

Proposers desiring to provide services, as described in this RFP, must submit six (6) paper original and one (1) electronic copy (preferably as a pdf on a jump drive) no later than **2:00 PM Central Time on March 27, 2018.** Both copies must be received by the time stated. Proposals received after the specified time will not be considered.

Proposals should be submitted to:

The School District of Bay County, Florida ATTN: Rick Young, Purchasing Agent Purchasing Department 1150 West 17th Street Panama City, FL 32405

All proposals will be opened publicly, and **ONLY** the names of proposers will be read aloud.

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SECTION 1 - GENERAL INFORMATION

1.1 SUBMITTAL REQUIREMENTS

Proposals must be sealed and proposers should indicate on their proposal the following:

Request for Proposal (RFP) #18-05 Date of Opening: Tuesday, March 27, 2018

Name of Proposer

Responses by telephone, telegram, e-mail or fax will not be accepted. Such responses will be rejected as non-responsive regardless of where such responses are received. The responses to the RFP must be received no later than **2:00 PM Central Time on Tuesday, March 27, 2018.**

It is the sole responsibility of the Proposers to ensure their proposal reach the Client's address located at 1150 West 17th Street, Panama City, FL 32405, on or before the closing date and time. The Client will in no way be responsible for delays caused by any occurrence including deliveries made to any place other than the specified address.

All proposals, corrections, and changes must be signed by a designated signor having authority to bind the proposer (as noted in Appendix C).

1.2 GENERAL TERMS AND CONDITIONS

- A. The Client reserves the right to accept or reject any or all proposals, in whole or in part, with or without cause, to waive technicalities, or to accept the proposal which, in the Client's sole judgment, best serves the interests of the Client, or to award a contract to the next most qualified proposer if a successful proposer does not execute a contract within thirty (30) working days after the award of the proposal.
- B. The Client reserves the right to request clarification of information submitted, waive minor errors or omissions and to request additional information of one or more proposers.
- C. Any proposal may be withdrawn until the date and time set in 1.1 above. Any proposals not withdrawn will constitute an irrevocable offer for a period of sixty (60) working days to provide the services set forth in this RFP to the Client, unless released earlier by the Client.
- D. Any contract resulting from the acceptance of a proposal must be in a form either supplied by or approved by the Client and must contain, at a minimum, applicable provisions of the RFP and the proposer's response.

The Client reserves the right to reject any contract that does not conform to the RFP and any Client requirements for contracts.

- E. The winning proposer may not assign any interest in the contract and may not transfer any interest in the same without prior written consent of the Client.
- F. The Client will retain all proposals submitted and reserves the right to use any idea in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the proposer of the conditions contained in this RFP, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the Client and the proposer selected.
- G. A proposer may wish to sub-contract a portion of the work or combine its talents and resources with another proposer in responding to this RFP. However, in those instances, a prime proposer must be designated that will be accountable for the entire proposal and any contract that may result. Any sub-contractor must be disclosed by the proposer when responding to this RFP, including the work to be performed by the sub- contractor.
- Costs for preparation of a response to this RFP are solely those of the proposer. The Client assumes no responsibility for any such costs incurred by the proposer. All proposals become the property of the Client and are subject to applicable public records law. The Proposer's response to the RFP is a public record pursuant to Florida law, which is subject to disclosure by the Client under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). Client shall permit public access to all documents, papers, letters or other material submitted in connection with this RFP and the Contract to be executed for this RFP, subject to the provisions of Chapter 119.07 of the Florida Statutes. Any language contained in the Proposer's response to the RFP purporting to require confidentiality of any portion of the Proposers response to the RFP, except to the extent that certain information is in the Client's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Law"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. Client shall be the final arbiter of whether any information contained in the Proposer's response to the RFP constitutes a Trade Secret. Client's determination of whether an exemption applies shall be final, and the Proposer agrees to defend, indemnify and hold harmless the Client and the Client's officers, employees and agent against any loss or damages incurred by any person or entity as a result of the Client's treatment of records as public records. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of the Client.
- I. The Client is bound by statements made or information given during the procurement process and award <u>ONLY</u> when such statements or information are written and executed under authority of Bay District Schools. This provision exists solely for the convenience and administrative efficiency of the Client. No proposer or other third party gains any rights by virtue of this provision or the application thereof, nor will any proposer or third party have any standing to sue or have any cause of action arising from this section.

1.3 QUESTIONS REGARDING THIS RFP

Except as specified below, a proposer must not direct any queries or statements concerning its proposal to the Purchasing Department during the selection process, from the time of release of this RFP until the execution of a contract, unless contact is initiated by the Purchasing Department. Failure to comply with this provision may result in the disqualification of the proposer.

Proposers may submit questions no later than the day and time listed herein. The Purchasing Department shall not respond to any questions submitted through any other formats or mediums than the one specified. The purpose of the question period is to promote a proposer's full understanding of solicitation requirements by providing binding answers to the questions submitted. The Purchasing Department shall not be bound by any verbal or written information that is not contained within the solicitations documents or formally notices issued by the District. All questions shall be submitted in writing no later than March 14, 2018 @ 4:00 PM CT with answers to questions submitted being issued via addendum no later than March 16, 2018 @ 2:00 PM CT. NOTE: The Client's offices will be closed March 19-23, 2018 for Spring Break.

The Client may provide clarifying information or issue an addendum in response to questions or concerns regarding this RFP for distribution to all known prospective proposers, either by mail, fax, email, and/or posting on the District Purchasing website http://www.bay.k12.fl.us/business/Purchasing/BidRequests.aspx.

1.4 INSURANCE COVERAGE

The proposer will obtain or possess the following insurance coverage, and will provide Certificates of Insurance to the Client to verify such coverage.

- Workers' Compensation Workers' Compensation Insurance shall be maintained and shall include Employers Liability coverage with minimum limits of bodily injury by accident, \$100,000; bodily injury by disease, \$500,000 policy limit; bodily injury by disease, \$100,000 per employee.
- <u>Public Liability</u> Public Liability Insurance (Comprehensive General Liability Form) shall be maintained against bodily injury, personal injury and property damage in limits of not less than\$250,000 per occurrence with a minimum of \$1,000,000 aggregate.

1.5 ACCESS AND AUDITS

The Proposer must maintain complete and accurate books, records, and documents to justify all services performed and all charges pursuant to the contract in accordance with standard and acceptable accounting practices. Such records and documents must be maintained for a minimum of five (5) years after completion of all services under contract. The Client and/or her authorized employees or designees must have reasonable access to such books, records, subcontract(s), and documents of the proposer or its subcontractors as needed in the opinion of the Client for the purpose of inspection or audit during normal business hours at the proposer's facility. This right to audit must include the Proposer's subcontractors used to procure goods or services under the contract with the Client. Proposer must ensure the Client has these same rights with subcontractor(s) and suppliers. Proposer will provide copies of all such books, records and documents to Bay School Distract at proposer's expense, if requested.

1.6 PUBLIC RECORDS REQUESTS

In accordance with Bay District Schools, the Proposer must comply with public records laws, specifically to:

- A. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
- B. Provide the public with access to public records on the same terms and conditions that the public agency would provide the records or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- D. Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

1.7 CONVICTED VENDOR LIST

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of any applicable threshold amount for a period of 36 months following the date of being placed on the convicted vendor list.

1.8 TOBACCO FREE CAMPUS

Virtually all Client operations are designated as tobacco free. This policy applies to parking lots, parks, break areas and worksites. It is also applicable to contractors and their personnel during contract performance on Client property. Tobacco is defined as tobacco products including, but not limited to, cigars, cigarettes, electronic cigarettes, pipes, chewing tobacco and snuff.

1.9 DRUG FREE WORKPLACE

Whenever two or more bids, proposals or replies that are equal with respect to price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. The Drug-Free Workplace Form, Appendix A, must be executed by the proposer, if applicable, and submitted with this proposal.

1.10 PROPOSER'S WARRANTY

The Proposer is to complete and sign the Proposer's Warranty, Appendix B, as part of the proposal submitted.

1.11 EQUAL EMPLOYMENT OPPORTUNITY

There will be no discrimination against any person in recruitment, hiring, examination, appointment, training, promotion, retention, or any other personnel action based on race, color, sex, gender, age, religion, national origin, ancestry, marital status, political affiliation or belief, disability, sexual orientation or any other reason prohibited by law. The Proposer must abide by these provisions as noted in Appendix D.

SECTION 2 - BACKGROUND

2.1 DESCRIPTION OF REQUESTED SERVICES

A firm is needed to perform healthcare claims (claims) auditing services for the Client for the calendar year 2016-2017 paid claims, with the option of providing services for each of the next four subsequent years. The scope of these services would include auditing claims processed by Client's third party administrator.

2.2 OBJECTIVES

Since Client has a self-funded health plan and uses a claims administrator, part of the fiduciary responsibilities to plan members and other stakeholders includes performing an annual claims audit. The objective of this RFP is to select the best qualified firm that has the appropriate technical knowledge to select a sample of medical and pharmaceutical claims for review to ensure our claims administrator is adequately processing our claims.

2.3 BACKGROUND OF PLAN

For the 2016-2017 plan year there were 2,443 employees (subscribers) plus approximately 4,100 dependents in the program. Florida Blue is contracted to be the claims fiduciary for Client. Florida Blue provides the Administrative Services Only (ASO) for medical and pharmaceutical coverage. Bay District Schools offers medical and pharmaceutical to its employees and dependents. Total annualized claim spend for medical plan year 2016-2017 was \$14,100,000.00 and \$3,600,000 for pharmacy.

SECTION 3 - SCOPE OF WORK

3.1 REQUIRED SERVICES

A. Medical and Pharmaceutical Claims Processing and Payments

Provided is a list of areas that would be expected to be covered in the audit. The proposer may recommend additional areas as appropriate.

- Verify eligibility of claimants by comparing Client's eligibility to paid claims.
- Electronically analyze 100% of medical claims paid. Tests should include, but not be limited to verifying accurate plan design, exclusions, and limitations such as maximum visits per month, prior authorization, dollar limits, and others. Check for areas of fraud, waste, or abuse, adherence to industry best practices/standards, and investigations of other party liability.

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- Electronically analyze 100% of pharmacy claims paid. Pick a sample of pharmaceutical claims to test against provisions within the contract/summary plan descriptions. Tests should include, but not be limited to exclusions, limitations, copay, coinsurance and deductible.
- Verify that sufficient documentation was provided to support the sampled claim payment and an adequate review was performed, taking into consideration the claim dollar amount.
- Identify potential duplicate payments, including claims for the same services with different procedure codes. Where applicable, verify medical necessity, appropriate discounts and correct reimbursement procedures were followed.
- Identify common errors and determine the causes and effects and provide recommendations to correct the errors.
- Provide sufficient evidence (such as copies of billing errors, coding errors, etc.) to substantiate any errors.
- Review the results with Client's consultant, Mike Carraway and insurance committee members, meet (conference call is acceptable) with the Client to present the results of the audit and assist with securing any corrective action necessary. Help secure any agreed upon corrective action for a period of up to 120 days.

B. Communication and Collaboration with the Client

Client staff may accompany the Proposer to the audit site. Client will expect progress reports throughout the engagement.

C. Deliverables

A final report will be presented to the Client, which should include, although not be limited to the following:

- Methodology used in selecting the claims tested.
- A schedule of known errors with sufficient detail to present to Bay District Schools for refund or settlement, including the cause(s) of the error, if determinable. The dollar amount of the error should be presented in a format that will indicate a detailed description of the claim and explanation of the error.
- Specific recommendations on processes and procedures to prevent and detect future errors.

SECTION 4 - SELECTION PROCESS

4.1 PROPOSAL REQUIREMENTS

The following information, including forms listed in Section 5, must be submitted with your proposal. Proposer must respond to the information requests below, with each specification clearly identified. Failure to provide this information will negatively impact the evaluation of your proposal or may render your proposal non-responsive.

Each proposal should include an executive summary of not more than two (2) pages which highlights each key area listed below in 1 through 5 and which summarizes the Proposer's case as to why the Proposer should be selected to perform claims auditing services. Sample reports including the deliverables stated in Section 3.1C should be provided with the proposal. Alternatives to the deliverables stated may also be presented for consideration.

A. Firm Qualifications

- 1. The proposal should state the legal name and form of organization of the proposing firm, the number of the firm's claims audit staff, and the number and nature of the professional staff (including certifications and/or licenses) employed that has performed reviews as described in this RFP.
- The Proposer should identify the principal supervisory and management staff, including engagement partner, manager, other supervisors and specialists, and the auditor in-charge of fieldwork, as applicable, assigned to the engagement.
- The Proposer must submit a list of all firms with which it intends to subcontract
 and provide the same information for each subcontractor as set forth herein, if
 applicable.
- 4. Firms should list any prior work within the past five (5) years where the firm either engaged in business with Bay District Schools or any subsidiaries or organizations related to Bay District Schools. The firm should detail the services performed. This should be noted within the proposal in addition to the completion of the Conflict/Non-Conflict of Interest and Litigation Statement in Appendix E.
- 5. Describe any aspects of your audit process that are unique to your firm and that distinguish you from your competitors.

B. Experience & References

Proposers should list separately all relevant past engagements of healthcare claims auditing, hospital bill audits, fraud and abuse investigations, subrogation recoveries, and similar Claim Administration services with other entities. Particular emphasis should be placed on local government entities. Indicate any relevant past engagements with Bay District Schools also. For each engagement, the Proposer should indicate the scope of work and the name and telephone number of the principal client contact. The Client plans to obtain reference information from past clients.

C. Price

- 1. All professional fees and other non-travel expenses for the engagement.
- 2. Travel expenses for the Proposer's team (i.e. transportation, lodging, and subsistence) will not be reimbursed.

A final NOT TO EXCEED proposed contract amount should then be clearly stated.

D. Timeliness

Preference will be given to firms that can begin the audit planning and field work during April 1, 2018 – May 31, 2018 with the final report issued no later than July 1, 2018. The Proposer will have up to ten (10) business days onsite to complete the audit. Additional time not onsite is anticipated and allowed. The Proposer should state reasons for their ability to perform the required services within this specified timeframe in Section 3.1.

E. Technology & Security

- 1. Describe the technology used throughout the audit process.
- 2. How does your firm's technology compare to competitors with respect to medical claim audit services?
- 3. Is your firm's technology/software commercially available?
- 4. Please describe your firm's IT systems security certification and disaster recovery process.

4.2 CRITERIA

The submitted proposals will be evaluated based on the weighted award criteria as follows:

<u>Criteria</u>	<u>Weight</u>
Firm Qualifications	30
Similar Projects	30
Price	30
Timeliness	10

4.3 PROPOSAL EVALUATION

A selection team made up of representatives from the Client will evaluate all submitted proposals on the above criteria within approximately thirty (30) working days. The Client reserves the right to request clarification of information submitted and additional information of one or more Proposers. To facilitate the evaluation process, Proposers may be invited to make oral presentations to the Evaluation Committee; however, this is not initially expected. The award will be made to the highest rated Proposer as determined by the evaluation committee in accordance with the award criteria.

4.4 NEGOTIATION

The Client will appoint a negotiation representative(s) to enter into contract negotiations with the Proposer selected by the Evaluation Committee. If a contract with the first ranked Proposer cannot be executed, the Client's representative(s) may enter into contract negotiations with the second ranked Proposer and so forth. The Client may reopen negotiations with any of the Proposers or select additional proposers for negotiation. It is the intent of the Client to negotiate a not to exceed contract. It is expected that hourly rates, by staff level, for claims auditing services will be part of the negotiation and listed in the contract for each Proposer for any additional claims auditing services that may arise after the engagement is completed.

4.5 CONTRACT PERIOD

The Contract may be terminated by the Contractor upon thirty (30) days prior written notice to the Client. It may also be terminated, in whole or in part, by the Client, with or without cause, immediately upon written notice to the contractor. In the event of termination by the Client for any cause, the contractor will not have any claim against the Client for lost profits or compensation for lost opportunities. Unless the contractor is in breach of the contract, the contractor shall be paid for services rendered to the Client's satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the Client, the contractor shall stop work on the date and to the extent specified, terminate and settle all orders and subcontracts relating to the performance of the terminated work, and continue and complete all parts of that work that have not been terminated.

4.6 CONFLICT OF INTEREST

Proposer(s) must be free of any obligations and interests, which might conflict with the interests of the Client. In addition to listing in the proposal any prior work with Bay District Schools or any subsidiaries or organizations related to Bay District Schools in the Proposal Requirements section above, the Conflict/Non- Conflict of Interest and Litigation Statement, Appendix E, is to be executed and submitted with the proposal. Any conflict or potential conflict must be described in the proposal. This statement combined with the prior work performed listed in the proposal along with any additional due diligence review of the Proposer's independence deemed appropriate by the Client will be used to determine whether the Proposer has a potential conflict of interest. This decision is solely the responsibility of the Client. By submitting a proposal, the Proposer(s) agrees to these terms.

SECTION 5 - APPENDICES TO RFP #18-05

5.1 REQUIRED FORMS

The information in the appendices is a material part of this RFP. All associated forms must be completed and submitted as an Appendix to your proposal.

APPENDIX A	DRUG FREE WORKPLACE FORM
APPENDIX B	PROPOSER'S WARRANTY
APPENDIX C	AUTHORIZED SIGNATORIES/NEGOTIATORS
APPENDIX D	EQUAL OPPORTUNITY CERTIFICATION
APPENDIX E	CONFLICT / NON-CONFLICT OF INTEREST STATEMENT AND LITIGATION STATEMENT
APPENDIX F	ADMIN CONTRACT

APPENDIX A - DRUG-FREE WORKPLACE FORM

The undersigned Proposer hereby certifies that it does:	

(NIa maga of Duging aga)

(Name of Business)

- 1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.
- 4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 thru 5.

As the person authorized to sign this statement, I certify that this Proposal complies fully with above requirements.

Proposer's Signature	
Date	

APPENDIX B - PROPOSER'S WARRANTY

The undersigned person by his/her signature affixed hereon warrants that: (a) he/she is an officer of the firm submitting the proposal; (b) he/she has fully read and understands this RFP #18-05 and has full knowledge of the scope, nature, quantity, and quality of work to be performed; the detailed requirements of the services to be provided, and the conditions under which the services are to be performed; and (c) acknowledges that the firm has no objection to incorporating the Request for Proposal and its response to it as an attachment to any the contract entered into between Proposer and the Client for the claims auditing services.

	PROPOSI
Name of Firm	
Signature	
Name (Print or Type)	
Date	
Address	
City, State, and Zip Code	
•	
Telephone	
. 5.5656	
Fox Number	
Fax Number	

APPENDIX C - AUTHORIZED SIGNATORIES/NEGOTIATORS

The Proposer represents that the following persons are authorized to sign and/or negotiate contracts and related documents to which the bidder or proposer will be duly bound:

Name		Title	Telepho	ne Number
		_		
Signature				
		-		
Title				
Name of Business		-		
The Proposer must con	nplete and submit	the following info	mation with the p	oroposal:
Type of Organization				
	Sole Proprie	etorship	Partnership	
	Joint Ventur		Corporation	
State of Incorporation				
Federal Tax I.D				
F-mail Address				

APPENDIX D - EQUAL OPPORTUNITY CERTIFICATION

The Client's personnel policies states that all personnel actions will be based on merit and fitness of the individual under consideration. There will be no discrimination against any person in recruitment, hiring, examination, appointment, training, promotion, retention, or any other personnel action based on race, color, sex, gender, age, religion, national origin, ancestry, marital status, political affiliation or belief, disability, sexual orientation or any other reason prohibited by law. By affixing of the signature below, I am certifying the following:

- 1. The Proposer represents that the proposer has adopted and will maintain a policy of nondiscrimination as defined above throughout the term of this contract.
- 2. The Proposer will allow reasonable access to all business and employment records for the purpose of ascertaining compliance with the non-discrimination provision of the contract.
- 3. The provisions of this contract will be incorporated by the proposer into the contracts of any applicable subcontractors.

Signature	
Title	
Name of Business	_

APPENDIX E – CONFLICT / NON-CONFLICT OF INTEREST STATEMENT AND LITIGATION STATEMENT

CHECK ONE
To the best of our knowledge, the undersigned Proposer has no potential conflict of interest due to any other clients, contracts, or property interest for this project.
The undersigned Proposer, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts, or property interest for this project.
CHECK ONE
The undersigned Proposer has had no litigation and/or judgments entered against it by any local, state or federal entity and has had no litigation and/or judgments entered against such entities during the past ten (10) years.
The undersigned Proposer, by attachment to this form, submits a summary and disposition of individual cases of litigation and/or judgments entered by or against any local, state or federal entity, by any state or federal court, during the past ten (10) years.
Failure to check the appropriate blocks above may result in disqualification of your proposal. Likewise, failure to provide documentation of a possible conflict of interest, or a summary of past litigation and/or judgments, may result in disqualification of your proposal.
COMPANY NAME
AUTHORIZED SIGNATURE
NAME (PRINT OR TYPE)
TITI F

APPENDIX F - ADMIN CONTRACT

You are requested to provide a copy of your admin contract with your RFP submission.