

REQUEST FOR PROPOSALS FOR

Providing Medical Benefit Plan in Western Pennsylvania

ISSUING OFFICE

Pennsylvania Turnpike Commission

Human Resources Department

RFP NUMBER

14-10380-4630

DATE OF ISSUANCE

January 23, 2014

REQUEST FOR PROPOSALS FOR
Providing Medical Benefit Plan for Western Pennsylvania

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COPIES OF APPENDICES B THROUGH I WILL BE PROVIDED BY WRITTEN REQUEST ONLY.

SEND REQUESTS FOR APPENDICES B THROUGH I TO RFP-Q@PATURNPIKE.COM WITH 14-10380-4630 IN THE SUBJECT LINE. YOU ALSO MUST INCLUDE YOUR COMPANY NAME, CONTACT PERSON AND EMAIL ADDRESS.

PART I

GENERAL INFORMATION FOR PROPOSERS

- I-1. Purpose.** This request for proposals (RFP) provides interested Proposers with sufficient information to enable them to prepare and submit proposals for consideration by the Pennsylvania Turnpike Commission (Commission) to satisfy a need for providing medical benefit plans and services.
- I-2. Issuing Office.** This RFP is issued for the Commission by the Human Resources Department.
- I-3. Scope.** This RFP contains instructions governing the proposals to be submitted and the material to be included therein; a description of the service to be provided; requirements which must be met to be eligible for consideration; general evaluation criteria; and other requirements to be met by each proposal.
- I-4. Problem Statement.** Provide medical benefits and services in Western Pennsylvania for the Commission within the guidelines explained in Part IV of this RFP.
- I-5. Type of Contract.** It is proposed that if a contract is entered into as a result of this RFP, it will be a fee for services contract based on the line of coverage. The Commission may in its sole discretion undertake negotiations with Proposers whose proposals as to price and other factors show them to be qualified, responsible, and capable of performing the work.
- I-6. Rejection of Proposals.** The Commission reserves the right to reject any and all proposals received as a result of this request, or to negotiate separately with competing Proposers.
- I-7. Subcontracting.** Any use of subcontractors by a Proposer must be identified in the proposal. During the contract period use of any subcontractors by the selected Proposer, which were not previously identified in the proposal, must be approved in advance in writing by the Commission.
- I-8. Incurring Costs.** The Commission is not liable for any costs the Proposer incurs in preparation and submission of its proposal, in participating in the RFP process or in anticipation of award of contract.
- I-9. Questions and Answers.** Written questions may be submitted to clarify any points in the RFP which may not have been clearly understood. Written questions should be submitted by email to RFP-Q@paturndpike.com with **RFP 14-10380-4630** in the Subject Line to be received no later than **2:00 PM local time on Monday, February 3, 2014**. All questions and written answers will be posted to the website as an addendum to and become part of this RFP.
- I-10. Addenda to the RFP.** If it becomes necessary to revise any part of this RFP before the proposal response date, addenda will be posted to the Commission's website under the original RFP document. It is the responsibility of the Proposer to periodically check the website for any new information or addenda to the RFP.

The Commission may revise a published advertisement. If the Commission revises a published advertisement less than ten days before the RFP due date, the due date will be extended to maintain the minimum ten-day advertisement duration if the revision alters the project scope or selection criteria. Firms are responsible to monitor advertisements/addenda to ensure the submitted proposal complies with any changes in the published advertisement.

I-11. Response. To be considered, proposals must be delivered to the Pennsylvania Turnpike Commission's Contracts Administration Department, Attention: Wanda Metzger, on or before **2:00 PM local time on Thursday, February 20, 2014**. The Pennsylvania Turnpike Commission is located at 700 South Eisenhower Boulevard, Middletown, PA 17057 (Street address). Our mailing Address is P. O. Box 67676, Harrisburg, PA 17106.

Please note that use of U.S. Mail, FedEx, UPS, or other delivery method, does not guarantee delivery to the Contracts Administration Department by the above listed time for submission. Proposers mailing proposals should allow sufficient delivery time to ensure timely receipt of their proposals. If the Commission office location to which proposals are to be delivered is closed on the proposal response date, due to inclement weather, natural disaster, or any other cause, the deadline for submission shall be automatically extended until the next Commission business day on which the office is open. Unless the Proposers are otherwise notified by the Commission, the time for submission of proposals shall remain the same.

I-12. Proposals. To be considered, Proposers should submit a complete response to this RFP, using the format provided in PART II. Each proposal should be submitted in six (6) hard copies of the Technical Submittal and six (6) hard copies of the Cost Submittal. In addition to the hard copies of the proposal, two (2) complete and exact copy of the entire proposal (Technical and Cost, along with all requested documents) on CD-ROM or Flash Drive in Microsoft Office or Microsoft Office-compatible format. The electronic copy must be a mirror image of the hard copy. Proposer should ensure that there is no costing information in the technical submittal. The CD or Flash drive should clearly identify the Proposer and include the name and version number of the virus scanning software that was used to scan the CD or Flash drive before it was submitted. The Proposer shall present the proposal to the Contracts Administration Department only. No other distribution of proposals will be made by the Proposer. Each proposal page should be numbered for ease of reference.

An official authorized to bind the Proposer to its provisions must sign the proposal. If the official signs the Proposal Cover Sheet (Appendix A to this RFP) and the Proposal Cover Sheet is attached to the proposal, the requirement will be met. For this RFP, the proposal must remain valid for at least **180** days. Moreover, the contents of the proposal of the selected Proposer will become contractual obligations if a contract is entered into.

Each and every Proposer submitting a proposal specifically waives any right to withdraw or modify it, except as hereinafter provided. Proposals may be withdrawn by written or fax notice (fax number (717) 986-8714) received at the Commission's address for proposal delivery prior to the exact hour and date specified for proposal receipt.

Overnight Delivery Address:
Contracts Administration Department
Attn: Wanda Metzger

US Mail Delivery Address:
Contracts Administration Department
Attn: Wanda Metzger

PA Turnpike Commission
700 South Eisenhower Blvd.
Middletown, PA 17057

PA Turnpike Commission
P.O. Box 67676
Harrisburg, PA 17106

However, if the Proposer chooses to attempt to provide such written notice by fax transmission, the Commission shall not be responsible or liable for errors in fax transmission. A proposal may also be withdrawn in person by a Proposer or its authorized representative, provided his/her identity is made known and he/she signs a receipt for the proposal, but only if the withdrawal is made prior to the exact hour and date set for proposal receipt. A proposal may only be modified by the submission of a new sealed proposal or submission of a sealed modification which complies with the requirements of this solicitation.

I-13. Economy of Preparation. Proposals should be prepared simply and economically, providing a straightforward, concise description of the Proposer's ability to meet the requirements of the RFP.

I-14. Discussions for Clarification. Proposers who submit proposals may be required to make an oral or written clarification of their proposals to the Issuing Office through the Contract Administration Department to ensure thorough mutual understanding and Proposer responsiveness to the solicitation requirements. The Issuing Office through the Contract Administration Department will initiate requests for clarification.

I-15. Best and Final Offers. The Issuing Office reserves the right to conduct discussions with Proposers for the purpose of obtaining "best and final offers." To obtain best and final offers from Proposers, the Issuing Office may do one or more of the following: a) enter into pre-selection negotiations; b) schedule oral presentations; and c) request revised proposals. The Issuing Office will limit any discussions to responsible Proposers whose proposals the Issuing Office has determined to be reasonably susceptible of being selected for award.

I-16. Prime Proposer Responsibilities. The selected Proposer will be required to assume responsibility for all services offered in its proposal whether or not it produces them. Further, the Commission will consider the selected Proposer to be the sole point of contact with regard to contractual matters.

I-17. Proposal Contents. Proposals will be held in confidence and will not be revealed or discussed with competitors, unless disclosure is required to be made (i) under the provisions of any Commonwealth or United States statute or regulation; or (ii) by rule or order of any court of competent jurisdiction. All material submitted with the proposal becomes the property of the Pennsylvania Turnpike Commission and may be returned only at the Commission's option. Proposals submitted to the Commission may be reviewed and evaluated by any person other than competing Proposers at the discretion of the Commission. The Commission has the right to use any or all ideas presented in any proposal. Selection or rejection of the proposal does not affect this right.

In accordance with the Pennsylvania Right-to-Know Law (RTKL), 65 P.S. § 67.707 (Production of Certain Records), Proposers shall identify any and all portions of their Proposal that contains confidential proprietary information or is protected by a trade secret. Proposals shall include a written statement signed by a representative of the company/firm identifying the specific portion(s) of the Proposal that contains the trade secret or confidential proprietary information.

Proposers should note that “trade secrets” and “confidential proprietary information” are exempt from access under Section 708(b)(11) of the RTKL. Section 102 defines both “trade secrets” and “confidential proprietary information” as follows:

Confidential proprietary information: Commercial or financial information received by an agency: (1) which is privileged or confidential; **and** (2) the disclosure of which would cause substantial harm to the competitive position of the person that submitted the information.

Trade secret: Information, including a formula, drawing, pattern, compilation, including a customer list, program, device, method, technique or process that: (1) derives independent economic value, actual or potential, from not being generally known to and not being readily ascertainable by proper means by other persons who can obtain economic value from its disclosure or use; **and** (2) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy. The term includes data processing software by an agency under a licensing agreement prohibiting disclosure.

65 P.S. §67.102 (emphasis added).

The Office of Open Records has determined that a third party must establish a trade secret based upon factors established by the appellate courts, which include the following:

- the extent to which the information is known outside of his business;
- the extent to which the information is known by employees and others in the business;
- the extent of measures taken to guard the secrecy of the information;
- the value of the information to his business and to competitors;
- the amount of effort or money expended in developing the information; and
- the ease of difficulty with which the information could be properly acquired or duplicated by others.

See Crum v. Bridgestone/Firestone North Amer. Tire., 907 A.2d 578, 585 (Pa. Super. 2006).

The Office of Open Records also notes that with regard to “confidential proprietary information the standard is equally high and may only be established when the party asserting protection shows that the information at issue is either ‘commercial’ or ‘financial’ and is privileged or confidential, and the disclosure **would** cause substantial competitive harm.” (emphasis in original).

For more information regarding the RTKL, visit the Office of Open Records’ website at www.openrecords.state.pa.us.

I-18. Debriefing Conferences. Proposers whose proposals are not selected will be notified of the name of the selected Proposer and given the opportunity to be debriefed, at the Proposer’s request. The Issuing Office will schedule the time and location of the debriefing. The Proposer will not be compared with other Proposers.

I-19. News Releases. News releases pertaining to this project will not be made without prior Commission approval, and then only in coordination with the Issuing Office.

I-20. Commission Participation. Unless specifically noted in this section, Proposers must provide all services to complete the identified work.

I-21. Cost Submittal. The cost submittal shall be placed in a separately sealed envelope within the sealed proposal and kept separate from the technical submittal. **Failure to meet this requirement may result in disqualification of the proposal.**

I-22. Term of Contract. The term of the contract will commence on the Effective Date (January 1, 2015) and will end December 31, 2015, with one (1) year renewal option. The Commission shall fix the Effective Date after the contract has been fully executed by the Contractor and by the Commission and all approvals required by Commission contracting procedures have been obtained.

I-23. Proposer's Representations and Authorizations. Each Proposer by submitting its proposal understands, represents, and acknowledges that:

- a. All information provided by, and representations made by, the Proposer in the proposal are material and important and will be relied upon by the Issuing Office in awarding the contract(s). Any misstatement, omission or misrepresentation shall be treated as fraudulent concealment from the Issuing Office of the true facts relating to the submission of this proposal. A misrepresentation shall be punishable under 18 Pa. C.S. 4904.
- b. The price(s) and amount of this proposal have been arrived at independently and without consultation, communication or agreement with any other Proposer or potential Proposer.
- c. Neither the price(s) nor the amount of the proposal, and neither the approximate price(s) nor the approximate amount of this proposal, have been disclosed to any other firm or person who is a Proposer or potential Proposer, and they will not be disclosed on or before the proposal submission deadline specified in the response section of this RFP.
- d. No attempt has been made or will be made to induce any firm or person to refrain from submitting a proposal on this contract, or to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal or other form of complementary proposal.
- e. The proposal is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive proposal.
- f. To the best knowledge of the person signing the proposal for the Proposer, the Proposer, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last four (4) years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding or proposing on any public contract, except as disclosed by the Proposer in its proposal.
- g. To the best of the knowledge of the person signing the proposal for the Proposer and except as otherwise disclosed by the Proposer in its proposal, the Proposer has no outstanding, delinquent obligations to the Commonwealth including, but not limited to,

any state tax liability not being contested on appeal or other obligation of the Proposer that is owed to the Commonwealth.

- h. The Proposer is not currently under suspension or debarment by the Commonwealth, or any other state, or the federal government, and if the Proposer cannot certify, then it shall submit along with the proposal a written explanation of why such certification cannot be made.
- i. The Proposer has not, under separate contract with the Issuing Office, made any recommendations to the Issuing Office concerning the need for the services described in the proposal or the specifications for the services described in the proposal.
- j. Each Proposer, by submitting its proposal, authorizes all Commonwealth agencies to release to the Commission information related to liabilities to the Commonwealth including, but not limited to, taxes, unemployment compensation, and workers' compensation liabilities.

I-24. Insurance.

A. General Insurance Requirements

1. The Professional Services shall not commence until the Professional Service Contractor has obtained, at their own expense, all of the insurance as required hereunder and such insurance has been approved by the Commission; nor shall the Professional Service Contractor allow any Subcontractor or any Sub-Subcontractor or any tier (hereinafter referred to collectively as "Subcontractor") to commence work on any Commission projects until all insurance required of the Subcontractor has been so obtained and approved by the Professional Service Contractor. Approval of insurance required of the Professional Service Contractor will be granted only after submission to the Commission, original certificates of insurance signed by the representatives of the insurers or, at the Commission's request, certified copies of the required insurance policies. Certificates of insurance shall be provided to the Commission, evidencing the coverage listed below, ten days prior to the start of work of this Project and thereafter upon renewal or replacement of each coverage. The required coverage shall not include any exclusions or endorsements, which are not acceptable to the Commission. Failure of the Commission to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the Commission to identify a deficiency from evidence that is provided shall not be construed as a waiver of the Professional Service Contractor's obligation to maintain such insurance. With respect to insurance maintained after final payment in compliance with a requirement below, an additional certificate(s) evidencing such coverage shall be provided to the Commission with final application for payment and thereafter upon renewal or replacement of such insurance until the expiration of the time period for which such insurance must be maintained.

2. The Professional Service Contractor shall require all Subcontractors to maintain during the term of the Contract Insurance of the type and in the minimum amounts as described below and required of the Professional Service Contractor. Any obligations imposed upon the Professional Service Contractor as part of this contract shall be so imposed upon any and all Subcontractors as well.
3. All insurance required herein, with the exception of the Professional / Errors and Omissions Liability Insurance shall be written on an “occurrence” basis and not a “claims-made” basis. For Professional Liability “claims-made” coverage:
 - a. The retroactive date must be on or prior to the start of work under this contract; and
 - b. The Professional Service Contractor must purchase “tail coverage/an extended reporting period” or maintain coverage for a period of three years subsequent to the completion of their work / final payment.
4. The Commission, its commissioners, agents, servants, employees and representatives shall be named as additional insured on the Professional Service Contractor’s liability insurance program (except Workers Compensation and Professional Liability policies) for ongoing operations and completed operations on a primary noncontributory basis. Coverage to include ongoing and completed operations using ISO Endorsements CG 2010 and CG 2037, or their equivalents. Each of the Additional Insured’s respective members, employees, agents and representatives shall also be afforded coverage as an Additional Insured. Coverage should be provided for a period of three years subsequent to the completion of work/final payment. The Commission reserves the right to require the Professional Service Contractor to name other parties as additional insured’s as required by the Commission. There shall be no “Insured versus Insured Exclusion” on any policies; all policies will provide for “cross liability coverage”.
5. All insurance policies required hereunder shall be endorsed to provide that the policy is not subject to cancellation, non-renewal, or material reduction in coverage until thirty (30) days prior written notice has been given to the Commission. In the event of cancellation or non-renewal of coverage(s), it is the Professional Service Contractor’s responsibility to replace coverage to comply with the Contract requirements so there is no lapse of coverage for any time period. In the event the insurance carriers will not issue or endorse their policy(s) to comply with the above it is the responsibility of the Professional Service Contractor to report any notice of cancellation or non-renewal at least thirty (30) days prior to the effective date of this notice.
6. No acceptance and/or approval of any insurance by the Commission shall be construed as relieving or excusing the Professional Service Contractor or the Professional Service Contractor’s Surety (if applicable) from any liability or obligation imposed upon either or both of them by provisions of this Contract.

7. Any deductibles or self-insured retention's (SIR) of (\$10,000) or greater shall be disclosed by the Professional Service Contractor, and are subject to Commissions written approval. Any deductible or retention amounts elected by the Professional Service Contractor or imposed by the Professional Service Contractor's insurer(s) shall be the sole responsibility of the Professional Service Contractor. In the event any policy includes an SIR, the Professional Service Contractor is responsible for payment within the SIR of their policy(ies) and the Additional Insured requirements specified herein shall be offered within the SIR amount(s).
8. All insurance companies shall have an AM Best's rating of at least "A-, Class VIII" or better and be permitted to do business in the State of Pennsylvania.
9. There shall be no liability upon the Commission, public officials, their employees, their authorized representatives, or agents either personally or as officials of the Commission in carrying out any of the provisions of the Contract nor in exercising any power or authority granted to them by or within the scope of the Contract, it being understood that in all such matters they act solely as agents and representatives of the Commission.
10. Waiver of Rights of Recovery and Waiver of Rights of Subrogation:
 - a. The Professional Service Contractor waives all rights of recovery against the Commission and all the additional insured's for loss or damage covered by any of the insurance maintained by the Professional Service Contractor.
 - b. If any of the policies of insurance required under this contract require an endorsement to provide for the waiver of subrogation, then the named insured of such policies will cause them to be so endorsed.
11. Any type of insurance or any increase in limits of liability not described above which the Professional Service Contractor requires for its own protection or on account of statute shall be its own responsibility and at its own expense.
12. The amount of insurance provided in the aforementioned insurance coverages, shall not be construed to be a limitation of the liability on the part of the Professional Service Contractor.
13. Professional Service Contractor shall promptly notify the Commission and the appropriate insurance company(ies) in writing of any accident(s) as well as any claim, suit or process received by the insured Professional Service Contractor arising in the course of operations under the contract. The Professional Service Contractor shall forward such documents received to his insurance company(ies), as soon as practicable, or as required by its insurance policy(ies).

B. Professional Service Contractor Liability Insurance Requirements

- The Professional Service Contractor shall purchase the following insurance coverage's for the minimum limits specified below or required by law.
 - **Commercial General Liability** insurance for bodily injury, personal injury, and property damage including loss of use, etc. with minimum limits of:

\$1,000,000	each occurrence;
\$1,000,000	personal and advertising injury;
\$2,000,000	general aggregate; and
\$2,000,000	products/completed operation aggregate.

This insurance shall include coverage for all of the following

- Coverage is to be provided on ISO CG 00 01 12 07 or an equivalent form (“Occurrence Form”) including Premises - Operations, Independent Contractors, Products/Completed Operations, Broad Form Property Damage, Contractual Liability, and Personal Injury and Advertising Injury;
 - General aggregate limit applying on a per project basis;
 - Products/Completed Operations Coverage must be maintained for a period of at least three (3) years after final payment / completion of work (including coverage for the Additional Insured's as set forth in these Insurance Requirements);
 - No Exclusions for development, construction, building conversion, etc. with respect to the project's location and / or where the work is to be completed by the Professional Service Contractor;
 - Coverage for “Resulting Damage”;
 - No sexual abuse or molestation exclusion;
 - No amendment to the definition of an “Insured Contract”; and
 - The definition of an “Insured Contract” must be amended to provide coverage for all work on or within 50 feet of a railroad. A stand-alone Railroad Protective Liability policy may be required based on the scope of this project.
- **Business Auto Liability** insurance with a minimum combined single limit of \$1,000,000 per accident and including, but not limited to, coverage for all of the following:
 - Liability arising out of the ownership, maintenance or use of any auto;
 - Auto non-ownership and hired car coverage

- Contractual Liability Coverage (including Liability for Employee Injury assumed under a Contract as provided in the standard ISO policy form)
- For Professional Service Contractors involved in the transportation of hazardous material, include the following endorsements: MCS-90 and ISO-9948
- **Workers' Compensation** insurance with statutory benefits as required by any state or federal law, including standard "other states" coverage; **employer's liability** insurance with minimum limits of:

\$1,000,000 each accident for bodily injury by accident;
 \$1,000,000 each employee for bodily injury by disease; and
 \$1,000,000 policy limit for bodily injury by disease.

1. United States Longshore & Harbor Workers Act Coverage, where applicable;
2. Maritime Coverage under the Jones Act, where applicable;
3. Federal Employers Liability Act (FELA) coverage, where applicable;
4. Includes Sole Proprietorships and Officers of a Corporation who will be performing the work; and
5. Where applicable, if the Professional Service Contractor is lending or leasing its employees to the Commission for the work under this contract (e.g. crane rental with operator), it is the Professional Service Contractor's responsibility to provide the Workers Compensation and Employer's Liability coverage and to have their policy endorsed with the proper Alternate Employer Endorsement.

- **Professional Liability:** Professional Service Contractors (such as, but not limited to Architects, Engineers, Attorneys, Financial Advisors, Marketing Professionals, Physicians and Risk Management Consultants) shall provide professional liability and/or malpractice insurance with minimum limits of \$5,000,000. The definition of "covered services" shall include the services required in the scope of this contract.

- **Umbrella Liability or Excess Liability** insurance with minimum limits of:

\$5,000,000 per occurrence;
 \$5,000,000 aggregate for other than products/completed operations and auto liability; and
 \$5,000,000 products/completed operations aggregate.

Policy to apply on a Following Form basis of the Commercial General Liability, Commercial Automobile Liability and Employers Liability Coverage.

- **Crime**

- Include the Employee Theft and Theft, Disappearance and Destruction coverage parts.
- The Employee Theft Coverage part shall include the Clients' Property Endorsement (ISO Form CR 04 01, or its equivalent).
- Minimum Limits of Liability: \$1,000,000 Per Occurrence

- **Privacy Liability**

- Professional Service Contractor shall maintain coverage for third party liability arising out of breach of privacy, inclusive of confidential and proprietary business information, HIPAA violations and other breaches of personally identifiable information and/or protected health information, that may arise from their work with this contract.
- Minimum Limits of Liability: \$1,000,000 Per Claim / \$1,000,000 Aggregate
- Privacy Breach Notification and Credit Monitoring: \$250,000 Per Occurrence

C. Indemnification

To the extent that state and/or federal laws limit the terms and conditions of this clause, it shall be deemed so limited to comply with such state and/or federal law. This clause shall survive termination of this contract. The Professional Service Contractor shall protect, defend, indemnify and hold harmless the Commission, its commissioners, and their agents, servants, employees, and representatives (the "Indemnified Parties") from and against all liability (including liability for violation of any law or any common law duty), claims, damages, losses, and expenses including attorneys' fees arising in connection with, out of, or resulting from the performance of the work, provided that any such liability, claim, damage, loss or expense (i) is attributable to bodily injury, sickness, disease, or death, or to any statutory or regulatory rule designed to protect against such conditions, or to injury to or destruction of tangible property (other than the work itself), and including the loss of the use resulting there from, and (ii) is caused by or results from, in whole or in part, any act or omission of the Professional Service Contractor or any Subcontractor or anyone direct or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is also caused by or results from any act or omission of any party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights, obligations or indemnity which would otherwise exist as to a party or person described in this Indemnification.

In any and all claims against the Indemnified Parties by an employee of the Professional Service Contractor or any Subcontractor or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for any Professional Service Contractor or any Subcontractor under Workmen's Compensation Acts, Disability Benefits Acts, or other employee benefit act.

These Indemnification provisions shall survive the termination of this contract.

PART II

INFORMATION REQUIRED FROM PROPOSERS

Proposals must be submitted in the format, including heading descriptions, outlined below. To be considered, the proposal must respond to all requirements in this part of the RFP. Any other information thought to be relevant, but not applicable to the enumerated categories, should be provided as an appendix to the proposal. All cost data relating to this proposal should be kept separate from and not included in the Technical Submittal. Each proposal shall consist of the completed proposal cover sheet (use Appendix A) and two (2) separately sealed submittals. The submittals are as follows: (i) Technical Submittal, in response to Part II-1 through II-8 hereof; (ii) Cost Submittal, in response to Part II-9 hereof.

The Commission reserves the right to request additional information which, in the Commission's opinion, is necessary to assure that the Proposer's competence, number of qualified employees, business organization, and financial resources are adequate to perform according to the RFP.

The Commission may make such investigations as deemed necessary to determine the ability of the Proposer to perform the work, and the Proposer shall furnish to the Issuing Office all such information and data for this purpose as requested by the Commission. The Commission reserves the right to reject any proposal if the evidence submitted by, or investigation of, such Proposer fails to satisfy the Commission that such Proposer is properly qualified to carry out the obligations of the agreement and to complete the work specified.

II-1. Proposal Cover Sheet (Appendix A)

Show the name of your firm, Federal I.D. number, address, name of contact person, contact person's email and telephone number date and the subject: Providing Medical Benefit Plan for Western Pennsylvania, RFP 14-10380-4630. In addition it is required that all information requested in Appendix A be provided including information pertaining to location of office performing the work, contact information, listing of all Pennsylvania offices and total number of Pennsylvania employees, and location of company headquarters.

II-2. Statement of the Problem. State in succinct terms your understanding of the service required by this RFP.

II-3. Management Summary. Include a narrative description of the proposed effort and a list of the services to be provided.

II-4. Work Plan. Describe in narrative form your technical plan for accomplishing the work. Include responses to the Part IV-5 (Questionnaire) in this section.

II-5. Prior Experience. Include experience in administration of benefit programs and funding arrangements. Experience shown should be work done by individuals who will be assigned to this project as well as that of your company. Studies or projects referred to should be identified and the name of the customer shown, including the name, address, and telephone number of the responsible official of the customer, company, or agency who may be contacted.

II-6. Personnel. Identify the primary person(s) who will be responsible for managing the relationship with the Commission during the project. Provide the names, proposed roles, background and experience, office location of the personnel that would perform the services as described in Part IV of this RFP. Include through a resume or similar document education and experience in in administration of benefit programs and funding arrangements. Indicate the responsibilities each will have in this project and how long each has been with your company. Identify subcontractors you intend to use and the services they will perform.

II-7. Training. If appropriate, indicate recommended training of Commission personnel. Include the personnel to be trained, the number to be trained, duration of the program, place of training, curricula, training materials to be used, number and frequency of sessions, and number and level of instructors.

II-8. Commitment to Diversity and Inclusion

The Turnpike Commission is committed to the inclusion of disadvantaged, minority, and woman firms in contracting opportunities. Responding firms shall clearly identify DBE/MBE/WBE firms, expected to participate in the Contract, in their Proposal. Proposed DBE/MBE/WBE firms must be certified by the Pennsylvania Unified Certification Program (www.paucp.com) at the time of the submission of the proposal. The utilization of disadvantaged, minority and women-owned businesses are encouraged and will be considered a factor in the evaluation determination.

II-9. Cost Submittal. The information requested in this section shall constitute your cost submittal. **The Cost Submittal shall be placed in a separate sealed envelope within the sealed proposal, and on a CD-ROM, separate from the technical submittal.**

Proposers should **not** include any assumptions in their cost submittals. If the proposer includes assumptions in its cost submittal, the Issuing Office may reject the proposal. Proposers should direct in writing to the Issuing Office pursuant to Part I-9 of this RFP any questions about whether a cost or other component is included or applies. All Proposers will then have the benefit of the Issuing Office's written answer so that all proposals are submitted on the same basis.

The total cost you are proposing must be broken down but not limited to the following components:

A. Actual Cost

For self-insured plans: Please provide a specific breakdown of your administrative fees as proposed, for all subgroups in a per employee per month basis and as a percentage of claims.

For fully-insured plans: Please provide a specific breakdown of the monthly per employee per month premiums using a five-tier structure as well as a composite rate.

If a service listed below is not included in the administrative fees, or per employee per month basis listed above, please provide a breakout. Proposers must clearly identify any additional fees/costs including but not limited to, the following:

- a. Network access
- b. Utilization management
- c. Case management
- d. Hard copy directories
- e. Employee/Retiree communication materials
- f. Implementation

- g. Special billing charges
- h. On-line services
- i. Reporting and any special custom reporting
- j. Run-out and the length of time for the run-out
- k. HIPAA certificates
- l. Services other than what is listed above

B. Cost Questions

Please submit your response to the following:

- a. If there is a broker/consultant with your proposal, please list the percentage or commission amounts the broker will receive if you are awarded the Commission's contract.
- b. Please provide the expected maximum dollar value of the Performance Guarantees by category as outlined in your proposal.
- c. Please quote on an experience-rated basis and provide details (actual rate calculation) on how initial rates were calculated including a breakout of anticipated claims expenses (i.e. pure premium) and non-claims expenses (i.e. retention). Explain simply (verbally and through numeric example) how the proposed rates were developed from current claims experience including levels of discounts, assumed network utilization, etc.
- d. Please detail your experience rating methodology and provide an example of a renewal calculation assuming each of the following:
 - i. Claims are 25% lower than expected
 - ii. Claims are at the expected level
 - iii. Claims are 25% higher than expected
- e. List the earliest a renewal and COBRA rates can be provided and guaranteed.
- f. List your average loss ratio (paid and incurred) for each product offered over the past three years.
- g. Provide details on your "other party liability" functions including documentation of quantifiable savings.
- h. Provide details on your subrogation functions including documentation of quantifiable savings.
- i. Describe in detail how the credibility of the group's experience is determined.
- j. Describe your current pooling level and how any applicable charge is calculated.
- k. Describe the funding arrangements that you offer.
- l. Under an ASO arrangement, when does the settlement process take place?
- m. Under an ASO arrangement, is an advance deposit, cash advance, or letter of credit required? If so, how is the initial amount determined? How is each subsequent year determined?
- n. Are there any payment options available that would eliminate the need for an advance deposit, cash advance, or letter of credit (i.e., weekly billing)?

Any costs not provided in the cost proposal will be assumed as no charge to the Commission.

The selected Proposer shall only perform work on this contract after the Effective Date is affixed and the fully-executed contract sent to the selected Proposer. The Commission shall issue a written Notice to Proceed to the selected Proposer authorizing the work to begin on a date which is on or after the Effective Date. The selected Proposer shall not start the performance of any work prior to the date set

forth in the Notice of Proceed and the Commission shall not be liable to pay the selected Proposer for any service or work performed or expenses incurred before the date set forth in the Notice to Proceed. No Commission employee has the authority to verbally direct the commencement of any work under this Contract.

PART III

CRITERIA FOR SELECTION

III-1. Mandatory Responsiveness Requirements. To be eligible for selection, a proposal shall be (a) timely received from a Proposer; and (b) properly signed by the Proposer.

III-2. Technical Nonconforming Proposals. The two (2) Mandatory Responsiveness Requirements set forth in Section III-1 above (a&b) are the only RFP requirements that the Commission will consider to be non-waivable. The Issuing Office reserves the right, in its sole discretion, to (1) waive any other technical or immaterial nonconformities in the proposal, (2) allow the Proposer to cure the nonconformity, or (3) consider the nonconformity in the evaluation of the proposal.

III-3. Proposal Evaluation. Proposals will be reviewed, evaluated, and rated by a Technical Evaluation Team (TET) of qualified personnel based on the evaluation criteria listed below. The TET will present the evaluations to the Professional Services Procurement Committee (PSPC). The PSPC will review the TET's evaluation and provide the Commission with the firm(s) determined to be highly recommended for this assignment.

The Commission will select the most highly qualified firm for the assignment or the firm whose proposal is determined to be most advantageous to the Commission by considering the TET's evaluation and the PSPC's determination as to each firm's rating. In making the PSPC's determination and the Commission's decision, additional selection factors may be considered taking into account the estimated value, scope, complexity and professional nature of the services to be rendered and any other relevant circumstances. Additional selection factors may include, when applicable, the following: geographic location and proximity of the firm, firm's Pennsylvania presence or utilization of Pennsylvania employees for the assignment; equitable distribution of work; diversity inclusion; and any other relevant factors as determined as appropriate by the Commission.

Award will only be made to a Proposer determined to be responsive and responsible in accordance with Commonwealth Management Directive 215.9, Contractor Responsibility Program.

III-4. Evaluation Criteria. The following criteria will be used, in order of relative importance from the highest to the lowest, in evaluating each proposal:

1. Proposer and Personnel Qualifications and Experience

- a. Proposer's relevant experience and expertise in administrating benefit programs and funding arrangements.
- b. Qualifications, experience and competency of professional personnel who will be assigned to the contract by the Proposer including tenure with firm, length of time in the industry and type of experience.
- c. Financial ability of the Proposer to undertake a project of this size.
- d. Response of references.

2. Approach

- a. Understanding of the Commission's needs and scope of work.
- b. Soundness of proposed approach, methodology, and deliverables for administrating benefit programs and funding arrangements as it relates to the requirements discussed in Part IV of this RFP.
- c. Responsiveness to the Commissions desire for expeditious timeline for completion.
- d. Quality, completeness and applicability of sample deliverables and answers provided.
- e. Responsiveness, organization, and clarity of Proposal.

3. Cost.

While this area may be weighted heavily, it will not normally be the deciding factor in the selection process. The Commission reserves the right to select a proposal based upon all the factors listed above, and will not necessarily choose the firm offering the best price. The Commission will select the firm with the proposal that best meets its needs, at the sole discretion of the Commission.

- 4. Commitment to Diversity and Inclusion (D/M/WBE) Participation.** This refers to the inclusion of D/M/WBE firms, as described in Part II-8, participation may be measured in terms of total dollars committed or percentage of total contract amount to certified D/M/WBE firms.

PART IV

WORK STATEMENT

IV-1. Objectives.

- a. **General.** The Commission is soliciting proposals from qualified vendors for a one year with one-year renewable extension for the administration of its medical coverage and services.
- b. The Commission is soliciting competitive proposals for an additional medical option to match the current medical plan available to our Western Pennsylvania employees, retirees under 65 and dependents. Go-live for the medical benefit plans would be January 1, 2015, and the benefit plan year will be January 1 through December 31.

Western Pennsylvania counties included are:

Allegheny	Crawford	McKean
Armstrong	Elk	Mercer
Beaver	Erie	Potter
Bedford	Fayette	Somerset
Blair	Greene	Venango
Butler	Huntingdon	Warren
Cambria	Indiana	Washington
Clarion	Jefferson	Westmoreland
Clearfield	Lawrence	

IV-2. Nature and Scope of the Project.

Background:

The Pennsylvania Turnpike Commission is an independent agency of the Commonwealth of Pennsylvania. As a government agency, the Commission is not governed by the rules, regulations or legislative requirements of ERISA.

The Pennsylvania Turnpike Commission is a key transportation route within the Commonwealth of Pennsylvania and a vital link in the network of the eastern United States. The Pennsylvania Turnpike is 552 miles in length with 67 fare collection facilities, 20 service plazas and 2 welcome centers, 22 maintenance buildings, 5 tunnels, and 8 police barracks. For more information go to www.paturndpike.com.

As of January 1, 2014, there are approximately 860 employees and retirees under age 65 residing in Western Pennsylvania. You will need to refer to the census for the actual location in which they reside.

Scope. The Commission provides medical benefit plans to approximately 3,000 employees and retirees, and additionally to their eligible family members; including the 860 employees and retirees in Western Pennsylvania. The Commission offers a PPO medical plan for active employees and retirees under the age of 65. This proposal will provide additional plan options to the existing plans in Western Pennsylvania and is not intended to replace them.

The Commission also offers two Medicare Advantage plans to retirees and a signature 65 Medicare wrap-a-round plan for retirees age 65 and over; however, they will not be included in this RFP. The administration of COBRA continuation coverage is currently outsourced and will also not be included in this RFP.

IV-3. Requirements. You must be able to complete the tasks exactly as specified in Part IV-4 below. Your proposal should include a performance guarantee covering the quality, timeliness and accuracy of your processes for the contracted services.

IV-4. Tasks. The chosen vendor(s) must provide efficient, accurate and prompt implementation to ensure that the plan selected are ready for Effective Date of January 1, 2015. Implementation includes but is not limited to the prompt attention to the following; notification to employees, plan set up in vendor's system, ID cards mailed, contract signed, interface set up (if applicable). Following implementation, plan(s) must be administered and managed accurately and effectively, claims must be processed accurately and swiftly, and customer service to both Human Resources and retirees must be accessible and reliable.

Current medical plan/carrier has been in place since January 1, 2013, with agreements ending December 31, 2017. All benefit options listed below are **self-insured**, and are provided on a calendar year basis. **Current administrative fees, policies and agreements will not be provided.** Most employees and under age 65 retirees do not currently pay any premium contributions for the plan. Benefit plans are as follows:

➤ Medical

- Applies to non-union and union employees, as well as non-union and union retirees.
- PPO Plan with wellness.
- Active employees and retirees under age 65 are on the PPO plan.
- Non-union employees are eligible on the first of the month following their hire date. Union employees are eligible on the 91st day of employment. Supplemental union employees are eligible after 90 days of employment with contribution, if elected, and fully paid after 12 months.

The Commission's health plans are considered to be "grandfathered health plans" under the Patient Protection and Affordability Care Act (PPACA), which exempts the Commission from many, but not all, of the coverage mandates under PPACA.

Detailed plan information is included in in the appendices. Please be sure to match the benefits presented. The benefits must be matched precisely to the current plans. If you are unable to match any provision of the plans, please clearly state any variations, and highlight the variances.

Eligibility

Selected benefit plan and contract will cover eligible employees/retirees of the Commission, as well as eligible spouse/dependents of employees/retirees. Eligibility is determined by the Commission and simply passed along to the carriers for enrollment/disenrollment purposes. Dependents that meet the following criteria will be eligible for coverage under the benefit plans:

- a. A contract holder's spouse.
- b. Children under 26 years of age, including:
 - 1. Stepchildren.
 - 2. Newborn children.
 - 3. Legally adopted children of the contract holder or the spouse. An adopted child is considered acquired on the date when the member takes active or constructive possession of the child.
 - 4. Children legally placed for adoption.
 - 5. Any child for whom the member is a legal guardian
- c. Grandchildren of an employee/retiree are excluded as eligible dependents except where:
 - 1. Employee/Retiree has legally adopted the grandchild;
 - 2. Employee/Retiree has obtained legal custody of the grandchild in accordance with a court order signed by a judge; or
 - 3. Employee/Retiree is responsible for the sole support of the grandchild as a result of the death of his/her parents.
- d. Unmarried children to any age if the child is incapable of self-support due to mental retardation, physical handicap, mental illness or developmental disability, where the disability began before age 19. The disability must be medically certified by a physician through the medical carrier. The plan may require proof of such member's disability from time to time.
- e. A newborn child of a member will be considered a dependent under this program for 31 days immediately following birth. If the member wishes to continue coverage for the newborn beyond that date, the infant must be enrolled for coverage.

Financing

All plans should be quoted on a fully insured basis and on a self-insured basis. For self-insured proposals, please outline the different financial methods you can offer to accomplish a self-insured plan.

All future benefit plan renewals are to be effective January 1st, and should include a minimum 120-day notice of annual renewal.

Assume that the current administrator will handle any claims run out if necessary.

Please indicate your ability to provide multiple year administrative fee guarantees.

Timeline*

Item Description	Due Date
RFP available for issuance	January 23, 2014
Questions due from vendors	February 3, 2014
Proposals due from vendors	February 20, 2014
Vendor Award/Approval	June, 2014
Contract Execution	August, 2014
Implementation	September – December, 2014
Plan Effective Date	January 1, 2015

*Any changes to the above timeline prior to the award of the RFP, will be at the discretion of the Commission. It is the responsibility of the Proposer to check the website for updates.

Proposal Requirements

The following information is prepared for your use. The Commission expects these conditions to be reviewed and signed by an official authorized to bind the Proposer to its provisions (D. Acceptance of Requirements). Failure to properly execute and return this document with your proposal will affect your standing as a finalist.

A. Administrative Requirements

- 1) No participant will lose benefits as a result of a change in carrier (no loss/no gain). Evidence of Insurability will not be required of any individual on this plan.
- 2) There is no actively at work requirement or pre-existing condition limitation.
- 3) You will act in accordance with the documents and instruments governing the Commission's Plan and comply with all applicable state and federal laws and regulations, including but not limited to:
 - Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA")
 - Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), including the nondiscrimination, special enrollment, coverage certification, and other HIPAA requirements;
 - Mental Health Parity Act of 1996;
 - Newborns' and Mothers' Health Protection Act of 1996; and the
 - Women's Health and Cancer Rights Act of 1998.

As part of these obligations, you will provide continuation of coverage to qualified beneficiaries as required under the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), track and provide former participants with HIPAA prior coverage certifications. You will store, transmit, and communicate protected health information and protect the privacy of individually-identifiable health data as required under applicable federal and state law.

- 4) You will demonstrate adoption of arrangements to protect the Commission and its affiliates and plan participants from incurring liability for payment of any fees which are your legal obligation, including but not limited to (i) sufficient insolvency and liability insurance, (ii) a contractual

arrangement with medical providers affiliated with you that prohibits such providers from holding any participant liable for payment of any fees which are your obligation, and (iii) other protection from liability for participants as provided by applicable state or federal laws.

- 5) You will act promptly in response to complaints made by participants and beneficiaries, maintain written records of such complaints, and make grievance appeal procedures available where applicable when addressing such complaints. The Commission shall have the right to inspect such written records during normal business hours upon notice to you.
- 6) Vendors must be licensed in Pennsylvania to provide the services proposed. Products regulated by the State Insurance Department must be fully approved for delivery. Vendors must provide a copy of certificate of authority from the Pennsylvania Department of Insurance.
- 7) Vendors must be able to receive an interface in the HIPAA-compliant 834 interface format.
- 8) The cost of producing and mailing Evidence of Coverage (EOC) to employees must be included in your rates.

B. Financial Requirements

- 1) Initial rates are guaranteed for a minimum of 12 months, beginning January 1, 2015. Future rates will be guaranteed for a minimum of 12 months.
- 2) Rates provided (for fully insured products, or for COBRA rates for self-insured products) will be composite and five-tier rate structures.
- 3) Annual rate renewals must be provided by September 1 for January 1 rate changes.
- 4) Annual accounting reports must be delivered to the Commission within 120 days after the end of the policy period.
- 5) Premiums will not be adjusted at any time during the plan year unless the Commission requests and agrees to off-anniversary benefit changes.
- 6) The Commission will pay premium payments or administrative fees based upon Commission enrollment numbers each month.

C. Administrative Service Expectations and Performance Guarantee

The Commission expects your benefit or insurance plan to provide premium service in administering benefits to our employees. To help accomplish that goal, we expect the plan to guarantee that the following administrative functions will be performed in a consistent and timely manner. Please ensure any guarantees offered are provided in Microsoft Word or Excel format, along with the rest of your proposal as required in Section I-12.

- 1) Generally, new enrollments, changes and cancellations will be processed the next business day following receipt. Situations may arise where enrollment changes will need to be made immediately.
- 2) 99% of ID cards for ongoing enrollment will be accurate and mailed to the appropriate plan participants within 15 days of notification.
- 3) Claims reports, upon request, must be able to breakout Commission Management and Union benefits; show utilization by age/sex, employee/dependent status, and type of service; show enrollment info for specific time periods; and show benefit category by claim amount. Reports must comply with HIPAA regulations and cannot disclose Protected Health Information of employees unless exclusively requested by the Commission.
- 4) You must be able to support several group numbers and various types of benefits for both active and retired employees at no additional charge. The Commission has different group numbers for different groups of employees for budgeting purposes.
- 5) You must be able to produce a customized handbook, customized ID cards, electronic enrollment and delivery of handbooks no later than the date of plan implementation.
- 6) You must provide dedicated customer service representatives with a dedicated toll free telephone number to answer questions for both employees and the Human Resources department of the Commission.
- 7) Commission contracts must be in accordance with requirements of the Attorney General of the state of Pennsylvania and the Commission. Contracts must be signed by both parties prior to the effective date of the contract.

D. Acceptance of Requirements

Insurer or Plan Administrator agrees to the provisions of the specifications:

_____ Without exception

_____ With exceptions described below

Exceptions:

Insurer or Plan Administrator: _____

Location: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____

IV-5. Questionnaire

A. GENERAL INFORMATION

Please respond to all items listed below. Follow the format provided below so your response to each item is distinguishable from other information.

COMPANY BACKGROUND

- a) Years in group benefit plan administration.
- b) Products offered.
- c) Area/Markets served (including counties).
- d) Number of total groups.
- e) Number of groups with over 1,000 lives covered.
- f) Number of members covered.
- g) Number of employees.
- h) Any Subsidiaries and/or Affiliates.
- i) Company financial information and ratings.
- j) Future plans for group benefit plan administration (i.e. where you see your organization going in the next five years; network development, contracting approaches, other changes, etc.).
- k) Explain what differentiates you from your competitor.

NETWORK

- a) Describe your national network service area.
- b) Describe how you recruit new providers and facilities.
- c) Describe last three years turnover rate for providers and facilities.
- d) Describe provider fee schedule methodology.
- e) Please submit a comprehensive disruption analysis report illustrating any members whose current providers are not within your network.
- f) Please provide an internet and telephone resource for network participation information.
- g) For in-network providers, provide details on your provider-negotiated contracts (specify percentage (%) difference between negotiated amounts vs. charges). Provide the basis for your in-network reimbursement levels and your definition of "reasonable and customary" charge.
- h) List any exceptions or restrictions (i.e. regions not covered, types of providers not covered, etc.)
- i) Explain in detail how members residing outside of your service area would be covered and how their benefits will be administered.
- j) Explain how a member would access your network while traveling; both in the United States and abroad.
- k) Please explain how emergencies are paid for an out-of-network provider, and if there will be any balance bill to the participant.
- l) Regarding an emergency service for an out-of-network provider, once the participant is stabilized, please explain the continuation of care process.

- m) Explain how the employee and employer are notified of provider changes, network changes and coverage changes. Will the Commission be able to opt out of changes that violate union-negotiated benefits?
- n) What are the financial arrangements if a provider terminates his or her contract with your organization in the middle of the course of treatment of a patient?
- o) What are the financial arrangements if a patient loses coverage in the middle of a course of treatment?
- p) Advise of your willingness and capability to develop networks in locations where you do not now have acceptable access. Under what conditions would you do so? What would be the time frame?
- q) How do you assess member satisfaction in your networks? How often do you conduct this assessment? To whom are the results made available? Please provide specifics on how this is tested, with current results.

CUSTOMER SERVICE

- a) Include information regarding location, days, hours of operation.
- b) Number of people handling the processing of claims.
- c) Describe employee experience and training requirements.
- d) Provide background on key personnel.
- e) Provide statistical data with regard to:
 - 1. Time to answer
 - 2. Abandonment rate
 - 3. Customer satisfaction rate
- f) Please outline the procedure an employee is to follow if satisfactory resolution is not received from your customer service staff.
- g) Are you willing to provide a toll free dedicated customer service phone number to the employees of the Commission? To the Human Resources department for employer inquiries?
- h) Who would be responsible for day-to-day service issues and problem resolution? Where is this individual located? Please provide a brief professional biography of the team leader responsible for daily issues regarding customer service, billing, claims and group related sales issues.

CLAIMS PROCESSING

- a) Describe your system capabilities.
- b) Describe the system edits, procedures, and internal and external audit processes used to ensure that only medically necessary claims, and valid claims based on plan provisions, are paid by the plan.
- c) Are network, customer service notes and utilization management information integrated with claims system?
- d) Describe your capabilities as they relate to the Administrative Simplification provisions of HIPAA. Are you capable of processing enrollment and record changes in accordance with HIPAA requirements?
- e) Describe transition of care for patients currently under care.
- f) Describe the appeals process if a member believes a denied claim should have been paid.

- g) Describe your means for obtaining Coordination of Benefits (COB) info, and COB procedures for in-network and out-of-network claims. For non-Medicare eligibles? How often is this information updated?
- h) Provide statistical data relative to turnaround time and accuracy.
- i) Advise if there will be any major system changes that could affect enrollment or claims in the next 12-24 months, and how you will ensure minimal disruption to the participant and the Commission.
- j) Please provide performance guarantees (timeliness, accuracy, etc.) and indicate any costing specifics separately in Part II-9.

IMPLEMENTATION

- a) Describe your experience with 834 interfacing.
- b) Please provide a detailed implementation transition plan and timetable including but not limited to: plan setup and 834 interfacing.
- c) Confirm your ability to provide COBRA tiered rates for each group under the plan, even for self-insured plans.

BILLING

- a) Describe your billing process.
- b) Is electronic billing available? Please describe your electronic billing capabilities including invoices, reports and payments
- c) How far back does your company accept terminations and additions?
- d) Is a detailed bill available each month?

WEBSITE FEATURES

- a) Describe your electronic capabilities with respect to electronic and/or online enrollment, maintenance of eligibility records and access to electronic reports.
- b) Describe your employee internet capabilities with respect to online directories, access to claims, view/change enrollment data and ability to order ID cards, the ability to change physicians if applicable and other services available to members of the Commission.
- c) Describe your employer internet capabilities with respect to online directories, access to claims, view/change enrollment data and ability to order ID cards, and other services available to Human Resources personnel of the Commission.

MISCELLANEOUS

- a) Describe your experience with the Systems, Applications and Products in Data Processing (SAP) system and confirm your ability to interface with SAP.
- b) Please list the percentage of eligible employees that must be enrolled under your group plans.
- c) Please provide specific information regarding Performance Guarantees especially as they pertain to claims turnaround and customer service problem resolution. Are you willing to provide a Performance Guarantee for both timeliness and accuracy with respect to Account Management and Claims Payment? What is the level of risk you are willing to place on a Performance Guarantee?

- d) Are you willing to provide a Performance Guarantee with respect to the timely issuance and accuracy of identification cards, employee benefits booklets and program contracts? What is the level of risk you are willing to place on a Performance Guarantee?
- e) Please describe in detail your wellness programs and how an employee would access these programs. Please include any additional costs if applicable.
- f) Explain what standard reports are available.
- g) Please describe in detail the reports that are available to the Commission. How much customization is available?

CONFIRMATIONS

Please CONFIRM that you would agree to the following, below. Provide details/explanation if not able to confirm.

- a) Retirees can change carriers at the beginning of each month as requested, in accordance with Medicare rules.
- b) No employee is to experience a loss of coverage as a result of a change of carriers. Evidence of insurability will not be required of any individual on this plan.
- c) Retiree communications that must be mailed to all eligible participants include but are not limited to; directories, benefits summaries, enrollment material, value added services, claims forms, etc. Retirees must receive plan information by October 15th of each year.
- d) We expect 120 day notice for renewal rates.
- e) The network should allow for significant access to quality medical providers in various states for the retiree population.
- f) The plan(s) you are proposing replicate or closely match the Commission's current Medicare Advantage plan(s). Please provide details on any deviations from the current plan(s), clearly.

DOCUMENTS

Please provide the following documents as part of your submission:

- a) Identification card sample
- b) Billing statement (detailed and summary)
- c) Explanation of benefits (EOB)
- d) Provider directory for each network quoted
- e) Sample of the reporting package included
- f) Most recent annual report
- g) HIPAA continuation certificate
- h) Employee benefit booklets
- i) Sample contract that would be used for the Commission if selected (if this document contains any cost information, please seal it with your cost proposal).
- j) Copy of appeal process.

REFERENCES

- Provide three references of current employer groups of similar size and scope. Include how long each has been a customer and the approximate number of employees.
- Provide three references of former employer groups of similar size and scope. Include how long each was a customer and the approximate number of employees.

B. MEDICAL INFORMATION

- a) How many networks can you offer to the Commission? Please include information (if applicable) regarding each network including the following:
 - i. Year network organized
 - ii. Type (PPO, POS, Indemnity etc.)
 - iii. Organization's relationship to network (i.e., owned, affiliated, etc.)
 - iv. Current number of Hospitals, Ancillary facilities, PCP's, and Specialists under contract
 - v. Number of the above that are JCAHO-accredited or board certified
 - vi. Number of Hospitals, Ancillary facilities, PCP's, and Specialists in network in each of the past 3 years
 - vii. Number of Hospitals, Ancillary facilities, PCP's, and Specialists in market area
 - viii. Hospital, PCP, and Specialist turnover numbers over the past 3 years (Network initiated and Provider initiated)
 - ix. Length of Contract (Hospital, Ancillary facilities, PCP, and Specialist)
 - x. Length of Termination Notice (Hospital, Ancillary facilities, PCP, and Specialist)
 - xi. Percentage (%) of providers that participate in market area
- b) Please provide a geo access report using the following standards: two Primary Care Physicians within an 8-mile radius; two Specialty Care providers within an 8-mile radius and one hospital within a 10-mile radius.
- c) Explain in detail any current plans you have to reconfigure your networks to meet the needs of the Commission. Include detailed timelines and work plans.
- d) Describe the process for certifying a disabled dependent.
- e) Are you able to provide the Commission with reports of Medicare eligible? How often?
- f) Describe the following programs/procedures that would be included in your proposal, and how a member would access these programs:
 - i. Large case management (high dollar cases)
 - ii. Case management
 - iii. Disease management
 - iv. New programs in development?
- g) Explain the criteria used to determine an emergency claim vs. an urgent situation claim. How are they covered under the plan?
- h) Describe how you will handle ongoing transition of care in the following situations where:
 - i. An eligible member is receiving treatment on the effective date of coverage
 - ii. Member is hospitalized
 - iii. Member is receiving major ongoing treatment (not hospitalized) for an acute condition
 - iv. Member is receiving major ongoing chronic care requiring specialized management
 - v. Member is receiving non-acute ongoing care

- vi. Member is pregnant
 - vii. Member is receiving ongoing treatment for outpatient mental health or substance abuse
 - viii. Member is receiving ongoing treatment for any of the above conditions with a non-participating provider (continuity of care)
- i) Describe your HIPAA Certification services and procedures.

APPENDIX A – PROPOSAL COVER SHEET
Pennsylvania Turnpike Commission
Providing Medical Benefit Plan in Western Pennsylvania

RFP# 14-10380-4630

Enclosed in two separately sealed submittals is the technical and cost proposal for the Proposer identified below for the above referenced RFP:

Proposer Information:	
Proposer Name	
Proposer Mailing Address	
Proposer Website	
Proposer Contact Person/Title	
Contact Person's Phone Number	
Contact Person's Fax Number	
Contact Person's Email Address	
Proposer Federal ID Number	
Location of Headquarters	
Location of Office(s) Performing the Work	
Listing of all Pennsylvania Offices and Total Number of Pennsylvania Employees	

Submittals Enclosed and Separately Sealed:

<input type="checkbox"/> Technical Submittal <input type="checkbox"/> Cost Submittal

Signature

Signature of an official authorized to bind the Proposer to the provisions contained in the Proposer's proposal: _____
--

Print Name

Title

FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM WITH THE PROPOSAL MAY RESULT IN THE REJECTION OF THE PROPOSAL.