



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

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

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

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

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

February 16, 2024

A. PURPOSE

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

B. SUBMITTALS

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

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

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

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

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

C. QUESTIONS and CLARIFICATIONS

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

D. ABOUT THIS DOCUMENT

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

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

E. BACKGROUND INFORMATION

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

GLOSSARY

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

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

CURRENT MEDICAL & PHARMACY PLAN

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

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

Sedgwick County’s Medical Benefits:

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

There are three benefit options:

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

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

Sedgwick County’s Pharmacy Benefits:

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

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

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

Current Rates and Contribution:

Contributions as of 1/1/2024

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

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

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

ELIGIBILITY & CURRENT ENROLLMENT INFORMATION

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

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

Eligible dependents are defined by Sedgwick County as:

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

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

OPEN ENROLLMENT INFORMATION

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

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

F. GOALS AND OBJECTIVES

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

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

G. TENTATIVE TIMELINE

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

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

H. SELECTION CRITERIA

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

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

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

Selection criteria will be scored as follows:

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

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

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

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

I. CONTRACT PERIOD

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

J. INSURANCE REQUIREMENTS

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

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

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

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

Special Risks or Circumstances:

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

K. INDEMNIFICATION

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

L. CONFIDENTIAL MATTERS and DATA OWNERSHIP

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

M. OTHER CONSIDERATIONS

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

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

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

N. SEDGWICK COUNTY RESPONSIBILITIES

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

Claims Payment

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

Administrative Fees Payment

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

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

O. MINIMUM FIRM REQUIREMENTS AND SCOPE OF WORK

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

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

Vendors must:

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

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

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

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

P. PROPOSAL WORKSHEETS and INSTRUCTIONS

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

Q. CURRENT PLAN WORKSHEETS – REQUIRED TO BID

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

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

All proposals should be net of commission.

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

Carrier/Independent Third-Party Administrator Bid:

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

Pharmacy Benefit Management Administrator Bid:

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

R. PROPOSAL CONTENT and FORMAT

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

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

S. PROPOSAL CONDITIONS

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

General Contract Provisions

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

Mandatory Contract Provisions

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

Independent Contractor

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

Sample Contract

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

Federal Certifications Addendum Sedgwick County

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

Suspension and Debarment

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

Payment and Invoice Provisions

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

T. ADDITIONAL INFORMATION

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

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

REQUEST FOR PROPOSAL

RFP #24-0019

EMPLOYEE MEDICAL AND PHARMACY BENEFITS

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

NAME _____

DBA/SAME _____

CONTACT _____

ADDRESS _____ CITY/STATE _____ ZIP _____

PHONE _____ FAX _____ HOURS _____

STATE OF INCORPORATION or ORGANIZATION _____

COMPANY WEBSITE ADDRESS _____ EMAIL _____

NUMBER OF LOCATIONS _____ NUMBER OF PERSONS EMPLOYED _____

TYPE OF ORGANIZATION: Public Corporation _____ Private Corporation _____ Sole Proprietorship _____

Partnership _____ Other (Describe): _____

BUSINESS MODEL: Small Business _____ Manufacturer _____ Distributor _____ Retail _____

Dealer _____ Other (Describe): _____

Not a Minority-Owned Business: _____ Minority-Owned Business: _____ (Specify Below)

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

_____ Native American (25) _____ Other (30) - Please specify _____

Not a Woman-Owned Business: _____ Woman-Owned Business: _____ (Specify Below)

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

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

_____ Other – Woman Owned (80) – Please specify _____

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

UEI (UNIQUE ENTITY IDENTIFIER) NO. _____

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

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

NO. _____, DATED _____; NO. _____, DATED _____; NO. _____, DATED _____

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

Signature _____ Title _____

Print Name _____ Dated _____



Request for Proposal – Sedgwick County

For Medical Administrative Services Only (ASO) & Third-Party Administrator

RFP #24-0019

Submitted by: IMA, Inc.
February 16, 2024

Submittals

1. Submit a full medical claims repricing analysis using source data file provided.
2. Submit a network disruption analysis
3. Answer all questions in the order shown and number accordingly. Restate each question and provide an answer. Do not refer to an attached document to answer a question. You may attach supplemental materials and label exhibits accordingly.
4. Detail the vendor's cost of services by completing the pricing schedule at the end of this RFP. The first pricing schedule is reflective of administrative fees with a PBM contract through a carrier. The second pricing schedule is to be completed for administrative fees if the PBM is carved out and is direct with a PBM.
5. Please include samples of the following with your proposal:
 - Administrative service agreements and/or contracts
 - Enrollment communication samples vendor proposes to utilize in enrollment reporting package

Commission

All proposed fees should be net of any commission.

Requirements for Proposers

In order for your proposal to be considered, your company must have the ability to:

1. Administer the current plan design as it stands today.
2. Provide a primary care physician network with no more than a 10% disruption of providers based on Top 20 from the current network
3. Provide a proposal with a three-year rate guarantee with continued rate guarantees or rate caps for years four and five for fixed costs
4. Accommodate and support an annual open enrollment in October
5. Please include within your proposal any services you cannot provide. The County will reserve the right to place a higher priority on vendors able to deliver the full scope of services.

Open Enrollment & Client Commitment Expectations

All vendor partners will be expected to be available monthly for meetings with the client, either in person or by phone. The County's open enrollment process occurs in October.

RFP Questionnaire

Organizational Structure

1. Provide a high-level description of your organization. List all separate legal entities and their relationships.
2. Provide your current ratings as published by A.M. Best, Moody's and Standard & Poor's. Has there been any change in your ratings in the last two years? If so, please explain.
3. Have there been in the past year, or are there any changes in your ownership, corporate structure or management during the next year that we should be aware of?

Client Service Team

4. Please identify your service team members and the role they will play in working with Sedgwick County. Will Sedgwick County have a dedicated service representative whose primary function is to escalate claims and customer service issues and facilitate resolution? Information should include: a brief bio of their career, office location, length of time in their current position, and experience with self-funded clients and public entities.
5. Please share your anticipated annual service plan for Sedgwick County. How many face-to-face meetings are included in your proposed fees?
6. Please provide an implementation timeline based off the award date of May 15, 2024.

Networks and Discounts

7. Please provide a current listing of the provider network arrangements in place. Indicate which provider network arrangements are proprietary and the structure of any network arrangements that are not proprietary (leased networks for certain geographical areas, etc.).
8. Describe your narrow network options and how these can be structured with plan design.

9. Do your network arrangements offer:
 - a. Accountable Care Organization (ACO)
 - b. Patient Centered Medical Home (PCMH)
 - c. Other “New Models of Care”
 - d. How do these models connect to the plan design and claim payments? Please also include details regarding the physician reimbursement structure that are linked to each of these models.

10. Do you offer a tiered benefit design that offers the highest level of benefit to employees accessing care through designated providers? Will you allow this type of plan to coexist as a dual option with an “open” network plan?

11. Do you negotiate non-network claims?
 - a. If yes, who does this (is it outsourced?)? What fees do they retain?
 - b. If yes, what is your process? Is there a dollar threshold before the negotiation process is initiated? What fees are incurred by the employer?
 - c. If no, how are non-negotiated out-of-network claims adjudicated?

12. Will you allow Sedgwick County to direct contract with a provider?

13. What Centers of Excellence (COE) are you currently contracted with and for what services?

14. Do you have the flexibility to allow a dialysis carve-out at a percentage of Medicare regardless of network status?

15. Please provide hospital agreement structures for Sedgwick County, KS, to include the average discount for in-patient and out-patient services. Are agreements based on a percentage discount, DRG, and/or per diem?

16. Please describe any network discount guarantees you offer and include a copy of this agreement and confirm such network discount guarantees are being offered with this RFP.

17. Please confirm if the employer would have the ability to offer different network arrangements with different plan options (i.e., a narrow network for one plan and an open network for another plan).

18. Please provide a Geo-Access Report indicating the provided coverage on the proposed network based on the employee zip codes contained in the attached census. The report should be based on the following criteria:
 - a. Within 10 miles – 2 Primary Care Physicians, 2 Specialists, 2 Obstetricians/Gynecologists, and 2 Pediatricians
 - b. Within 10 miles – 1 Hospital
19. Please provide additional thoughts related to overall network discounts and network match based on the information provided and overall group demographics.

Reporting & Data

20. Please provide a sample reporting package and highlight in this package where the following information can be found.
 - a. Enrollment by coverage tier and plan and paid claims, by month
 - b. Preventive care compliance
 - c. Disease specific compliance
 - d. Monthly IBNR data
 - e. Deductible and coinsurance accumulators per member
 - f. Compare data against benchmarks? If so please provide benchmark source.
 - g. Track chronic conditions
 - h. Identify cost drivers
 - i. Payments by benefit type
 - j. Rx member cost sharing
 - k. Top facilities and providers by net paid and by volume
 - l. Top diagnosis in Emergency Room setting
21. Are you able to integrate the following data into the medical data in terms of reporting? If an outside vendor is utilized, can you integrate the data? Please list any fees associated with integrating the data.
 - a. PBM
 - b. Disease Management
 - c. Wellness (Health Risk Assessment Data, biometric screening data, etc.)
22. Beyond reporting, how do you utilize integrated data to help members manage their overall health?
23. Do you provide “real time data,” to the employer and if so, how do you define “real time?”

24. Does your reporting allow for the employer to customize, filter, drill down, and schedule reports, and are there additional fees for this?
25. The County's consultant utilizes outside vendors in which a claims data extract would need to be supplied on a monthly basis.
- Please confirm that you will provide this data
 - What are the fees associated with the set up and ongoing transmission of data per vendor?
 - Please provide your standard layout for a self-funded client data feed for Eligibility and Medical claims. Feed should include identifiable information as well as full medical claims details. If claim level detail is redacted, please identify fields that are not provided.
 - Please confirm your limitation or abilities to transfer data, including how your system accommodates prospective termination dates and dependents who age out of eligibility.
26. The following reports are needed on a monthly basis. Please advise if you are able to provide the following.
- Monthly enrollment by tier and by plan option
 - Monthly claims by plan option for Medical and Rx and claims applicable to stop loss reimbursement
 - Specific stop loss reporting for all claimants above 25% of specific stop loss level
 - Diagnosis information for all claimants above 25% of specific stop loss level
 - All reporting should meet the parameters of the specific stop loss contract in place (48/12 or otherwise)

Care Management Services

27. Describe your disease management, large case management, utilization review and maternity management programs. If any of these programs are outsourced to a separate vendor, provide a brief history of the organization.
28. Please describe the metrics that are used for identifying members for disease management outreach, and the method used for outreach to members.
29. How do members opt out of your disease management program? What is your average participation rate in the program?
- Include your definition of participation
 - Clarify if you base your participation figures upon those identified for disease management or the entire member population.

30. What is the name of the utilization review firm you utilize and are they URAC accredited?
31. Are utilization review and medical management services provided at the same service center as claims processing services or a separate location?
32. What is your fee structure for utilization review and case management services? Do you include this fee in your administration fee rates or a separate fee based on per occurrence or per month rate?
33. Do you have review processes in place to provide the following:
 - a. Medical necessity for proposed care
 - b. Medical necessity for admission
 - c. Necessity for continued stay
 - d. Length of stay
 - e. Maternity care
 - f. Mental health care
 - g. Chemical dependency treatment
 - h. Necessity for surgical procedures
 - i. Case management
 - j. Outpatient services
 - k. Durable medical equipment
34. How do these management programs integrate into the reporting data? Is year-over-year reporting available?
35. Describe how your utilization review system is integrated with claims payments.
36. What is your outreach process to members? What are your methods of communication? How many attempts do you make to contact them? How do they opt out?
37. Do you provide any member incentives to participate in voluntary programs?
38. What are the triggers for case management?
39. What is the average case load for case management nurses?
40. Are all health management programs on one integrated platform?

41. Do you offer health coaching? Is there a separate fee for this service? Is this available to employees not enrolled on the health plan?
42. Do you offer programs for expectant mothers? Please describe.
43. How many RN reviewers and medical directors support your utilization review activities?
44. Describe any chronic condition case management programs.

Participant Experience

45. Do you offer a client-designated toll-free customer service number for employees? What customer service customization is available to Sedgwick County?
 - a. If so, is there an additional cost associated with these services?
 - b. Would reporting be available?
 - c. Is a “pre-enrollment” dedicated toll-free customer service number available for questions that may arise prior to effective date of coverage (post open enrollment/pre-effective date of coverage)?
46. What are the hours of operation for customer service? What are the arrangements in place for calls received after hours, during holidays and for emergency situations?
47. What is your average speed to answer and average hold time when contacting customer service? Do you offer guarantees for these?
48. Will customer service representatives make outbound calls to members to follow up on issue resolution? Do you track first call resolution and if so, what are the current standards and outcomes?
49. What online resources can members access to help them make informed decisions regarding providers, cost of services and care?
50. Do you offer members a mobile application that can be utilized through a smart phone? If yes, what information is accessible through the application? Does it integrate data based on the participant’s current benefit election and provide real time information based on network cost estimations? Please indicate if this is for both medical and Rx.

51. Are all member phone calls logged electronically? How long are they archived? Are calls recorded? Does the employer have access to this information upon request?
52. Do you offer a 24-hour nurse line for members to contact?
53. Do you offer TeleMedicine? If so, what are the fees associated with this? Is this outsourced through another vendor, and if so, what is the name of the vendor. What is the maximum amount members will pay for a visit? Is this available for employees' family members? Is this available to employees not on the health plan?
54. Provide samples of the EOB's that employees would receive.
- Are provider costs detailed?
 - Is the employee aware of all costs?
 - Are EOBs generated if there is a \$0 balance or no adverse determination?
 - Would there be an extra fee to generate these if you do not routinely generate them?
 - Is customization available and is there additional cost?

Pharmacy Benefit Manager

55. Will you allow Sedgwick County to use a PBM of their choice? If this is not your preferred PBM, what limitations does this create? Would there be a single medical/Rx ID card? Please describe what the County would gain by using your preferred PBM.
56. Sedgwick County currently utilizes OptumRx as their PBM. Who are your preferred PBM carrier(s) should the County choose to carve this out?
57. Are you able to use a PBM that is not your preferred carrier? Are there additional administration fees for this? Does the employer have additional responsibilities in this model? Are you able to manage accumulators for non-preferred PBM carriers?
58. If you are providing a solution for a carved-in PBM, you must also complete the separate PBM RFP questionnaire.

Stop Loss Insurance

59. Sedgwick County currently utilizes Optum as their stop loss provider. Who are your preferred stop loss carrier(s)?
60. Are you able to use a stop loss carrier that is not your preferred carrier? Are there additional administration fees for this? Does the employer have additional responsibilities in this model?
61. If the stop loss carrier provides Advance Funding for stop loss claims, are you able to coordinate with carrier to assure that advance funding is utilized for medical & Rx claims above the stop loss limit?
62. How do you handle run out at termination?
63. Please provide a detailed outline of the stop loss reimbursement procedure with an outside stop loss vendor. Include the responsible parties and supplemental forms that would be required to be completed by Sedgwick County.
 - a. Include any interface fees that you require for providing claims reporting details to outside stop loss vendors

Health Risk Management / Wellness

64. Describe your wellness offerings. Is your wellness program NCQA and/or URAC accredited?
65. Can the wellness program design and offerings be customized by the employer, and if so, to what degree?
66. Do you integrate the wellness data into your reporting capabilities? If so, what data? Please provide sample reporting.
67. Can you extend the wellness program to individuals who are not enrolled in the health plan? Can you extend the wellness program to spouses of employees?
68. Is your organization willing to provide Sedgwick County with a wellness fund? If so, please describe the amount included in the offer and the guidelines for use of the fund.

69. Is your platform able to design, track and fulfill an end-user incentive program?
70. Do you offer an online Health Risk Assessment (HRA) for employees? How many questions are included? Is the HRA available in other languages? Can it incorporate true screening data or self-reported data only?
71. Describe the frequency of updates to the HRA questionnaire content. When was the last time it was updated? Is the content customizable by the employer?
72. Are you able to administer a physician form to collecting screening results? If outsourced, with whom?
73. Can participants track their own activity, appointments and screening results online or through a mobile application connected to your wellness program offerings?
74. Are you able to send notices to members to remind of them of age/gender-specific preventive care? Is there an additional fee for this?
75. Does your wellness program model align well with a wellbeing model in which the domains of career, community, social, financial, and physical wellbeing are addressed?
76. Can your wellness portal/program integrate with one or more activity tracking devices? If so, which devices and explain how the data is integrated into the portal and overall program.

Plan Benefits

77. Are you able to support Direct Primary Care/Concierge medical programs?
- Describe how you work with these types of vendors/programs if they are in- or out-of-network?
 - Are you able to receive utilization data from these vendors and incorporate it into your reporting packages?
78. Describe how you can administer various levels of coverage for infertility programs?
- Are you able to administer IVF, IUI, etc. with annual or lifetime maximums or number of cycle limits?
84. Do you have support programs available for infertility for members? If so, are there any additional fees?
85. Describe how you handle hormone therapies.

86. How are weight loss medications handled?

Administration (Claims, Eligibility, Banking)

79. Please provide the following information with regards to claims processing.

- a. What is the location of the service center that would be processing claims for Sedgwick County?
- b. How many full-time employees work in this office?
- c. How many processors report to a single supervisor?
- d. Will Sedgwick County be assigned a dedicated claims processor?
- e. What additional responsibilities do the claim processors have (telephone inquiries, correspondence, filing, opening mail, etc.)
- f. What is the case load per processor?
- g. What type of training is provided to claims processors?
- h. What is the number of claims that each processor is expected to process?
- i. What is the average length of experience for claim processors?
- j. Is customer service and claim processing separated or is this job combined?
- k. Are claim processors limited to a specific dollar level of payment?
- l. Is there a dollar threshold in which you require supervisory approval prior to releasing claims?

80. What is the claim processor turnover rate at your company?

81. Briefly describe the software that will be used to administer claims.

- a. What is the name of the software/hardware used to administer claim processing?
- b. How long has this system been operational?
 - 1) What percentage of claims are auto-adjudicated?
 - 2) What future enhancements or changes are planned for this system?
 - 3) Do you have automatic system edits for plan limitations?
 - 4) Can your system detect unbundling of services, upcoding, etc.?
 - 5) Is there an additional fee for claim editing? Percentage of savings?
 - 6) How are duplicate charges identified by the system?
 - 7) Are accumulators and claims history automatically updated by adjustments?

82. Can you support a plan design that specifies certain procedures will always be processed as preventive (i.e., colonoscopies, mammograms, etc.) even if they are done out of the normal age-driven cycle?

83. What will trigger a hospital claim audit? Who will perform the audit? Is this audit included in your fees?
84. Define turnaround time for claims processing. Are there performance guarantees tied to your turnaround time?
85. What is the claim processing accuracy for the service center that will process medical claims? Are there performance guarantees tied to accuracy? Are these guarantees based on % of total claims or impacted dollar thresholds?
86. Describe your internal or external third-party detection and recovery procedures in terms of subrogation and right of recovery provisions.
87. How long are member records (claim history and personal information) maintained on the member portal?
88. Please provide the procedure(s) you have in place for an external review/appeals program. What is the average response time for appeals?
89. Describe how you handle a “never” event
90. Confirm that you are able to receive funds as a “push” from Sedgwick County, as opposed to funds being “pulled” (pushed is required by the County)
91. How many weeks do you require in order to produce and distribute new member ID cards? Will you mail ID cards directly to employees? Are performance guarantees available?

Additional Information

92. Please list any external vendors that you partner with to provide services on behalf of clients and describe what services they provide.
93. Should Sedgwick County implement an onsite or near-site clinic, please confirm data could be exchanged with the clinic. Would there be additional fees associated with this? Do you agree to share claims and care management information with the clinic?
94. Beyond the performance guarantees included in the prior questions, what additional performance guarantees are available? Please describe in detail.

95. Please provide any additional information you would like to share regarding how you would partner with Sedgwick County and support the employer's long-term goals.

Administration Fees with PBM through Carrier

Please complete the below showing a breakdown of fees and how the fees are structured for the following items for each year:

Medical Administration	Years 1 - 3 PEPM (or specify fee)	Years 4 PEPM (or specify fee)	Years 5 PEPM (or specify fee)
Initial Set-up Fee			
Annual Renewal Fee			
Utilization Review			
Disease Management			
Large Case Management			
Maternity Management			
COBRA Administration			
Network Access			
Stop Loss Interface			
ID Cards/Mailing			
Create/Maintain Plan Documents			
Flexible Spending Account Admin			
Health Savings Account Admin			
TeleMedicine			
Wellness Program			
Biometric Screenings			
Incentive Management			
Advanced Reporting			
24-Hour Nurse Line			
Subrogation			
Fees to access Narrow Network			
Fees for 2 nd level appeals			
Data feeds to external vendors			
Rate Guarantees			
Other Fees (specify):			

If additional fees for your services or added value programs are not listed above, please add them to the table along with pricing.

Administration Fees with PBM Carved-out

Please complete the below showing a breakdown of fees and how the fees are structured for the following items for each year:

Medical Administration	Years 1 - 3 PEPM (or specify fee)	Years 4 PEPM (or specify fee)	Years 5 PEPM (or specify fee)
Initial Set-up Fee			
Annual Renewal Fee			
Utilization Review			
Disease Management			
Large Case Management			
Maternity Management			
COBRA Administration			
Network Access			
Stop Loss Interface			
ID Cards/Mailing			
Create/Maintain Plan Documents			
Flexible Spending Account Admin			
Health Savings Account Admin			
TeleMedicine			
Wellness Program			
Biometric Screenings			
Incentive Management			
Advanced Reporting			
24-Hour Nurse Line			
Subrogation			
Fees to access Narrow Network			
Fees for 2 nd level appeals			
Data feeds to external vendors			
Rate Guarantees			
Other Fees (specify):			

If additional fees for your services or added value programs are not listed above, please add them to the table along with pricing.

RFP Attachments

CLAIMS EXPERIENCE

- Sedgwick County Full Medical Claims files (*3 Excel Spreadsheets: 1 with totals, 1 with HCFA claims, and 1 with UB92 claims*) for repricing and network analysis

CENSUS/ENROLLMENT

- Sedgwick County Census Enrolled (*Excel Spreadsheet*)
 - Active
 - COBRA
 - Retiree

PLAN DESIGN

- Sedgwick County 2024 Summary Plan Descriptions



Request for Proposal – Sedgwick County

For Pharmacy Benefits Manager

RFP# 24-0019

Submitted by: IMA, Inc.
February 16, 2024

Submittals

1. Submit a full Rx claims repricing analysis using source data file provided.
2. Submit a network and pharmacy disruption analysis.
3. Answer all questions in the order shown and number accordingly. Restate each question and provide an answer. Do not refer to an attached document to answer a question. You may attach supplemental materials and label exhibits accordingly.
4. Detail the vendor's cost of services by completing the pricing schedule at end of RFP. The first pricing schedule is reflective of administrative fees with a PBM contract through a carrier. The second pricing schedule is to be completed for administrative fees if the PBM is carved out and is direct with a PBM.
5. Detail the vendor's cost of services by completing the pricing schedule. Please identify if the pricing changes based on medical vendor selected.
6. Please include samples of the following with your proposal:
 - Administrative service agreements and/or contracts
 - Enrollment communication samples vendor proposes to utilize in enrollment reporting package

Commission

All proposed fees should be net of any commission.

Requirements for Proposers

In order for your proposal to be considered, your company must have the ability to:

1. Administer the current plan design as it stands today. Including Step Therapy and OTC programs.
2. Accommodate and support an annual open enrollment in October
3. Should the plan terminated, PBM shall transmit claims data to the successor PBM, excluding pricing, with charging any fees
4. Please accept or decline all information listed in the "Terms" and "Drug Classification" section.
5. Respondent will provide all 3: Network GeoAccess analysis, detailed provider disruption, and Rx claims reprice & disruption results

6. Respondent will integrate data and eligibility with selected TPA
7. Respondent will provide information on additional/optional clinical management programs available

Open Enrollment & Client Commitment Expectations

All vendor partners will be expected to be available monthly for meetings with the client, either in person or by phone, provide representation the County's open enrollment fair for all days. The County's open enrollment process occurs in October.

RFP Questionnaire

Organizational Structure

1. Provide a high-level description of your organization. List all separate legal entities and their relationships.
2. Provide your current ratings as published by A.M. Best, Moody's and Standard & Poor's. Has there been any change in your ratings in the last two years? If so, please explain.
3. Have there been in the past year, or are there any changes in your ownership, corporate structure or management during the next year that we should be aware of?

Client Service Team

4. Please identify your service team members and the role they will play in working with Sedgwick County. Information should include: a brief bio of their career, office location, length of time in their current position, and experience with self-funded clients and public entities. Will Sedgwick County have a dedicated service representative whose primary function is to escalate claims and customer service issues and facilitate resolution?
5. Please share your anticipated annual service plan for Sedgwick County. How many face-to-face meetings are included in your proposed fees?
6. Please provide an implementation timeline based off the award date of May 15, 2024.

Networks and Discounts

7. Describe your narrow network options and how these can be structured with plan design.
8. Do you offer a tiered benefit design that offers the highest level of benefit to employees accessing care through designated providers? Will you allow this type of plan to coexist as a dual option with an "open" network plan?
9. Please describe any network discount guarantees you offer and include a copy of this agreement and confirm such network discount guarantees are being offered with this RFP.
10. Please confirm if the employer would have the ability to offer different network arrangements with different plan options (i.e., a narrow network for one plan and an open network for another plan).

11. Will you allow Sedgwick County to use a Medical Administrator of their choice? If this is not your preferred Medical Administrator, what limitations and/or fees does this create? Please describe what the County would gain by using your preferred vendor(s).
12. Please provide a network and formulary disruption report. Please list the % of disruption and list the providers and/or medications impacted, along with corresponding membership.
13. Please clearly identify if the formulary proposed is open or closed.
14. Please provide additional thoughts related to overall network match based on the information provided and overall group demographics.
15. How often do you modify the formulary? What advance notice do you provide members and Sedgwick County?

Reporting & Data

16. Please provide a sample reporting package and highlight in this package where the following information can be found.
 - a. Enrollment by coverage tier and plan and paid claims, by month
 - b. Deductible and coinsurance accumulators per member
 - c. Compare data against benchmarks? If so please provide benchmark source.
 - d. Identify cost drivers
 - e. Rx member cost sharing
 - f. Top providers by net paid and by volume
 - g. Top specialty drugs
17. Are you able to integrate the following data into the medical data in terms of reporting? If an outside vendor is utilized, can you integrate the data? Please list any fees associated with integrating the data.
18. Beyond reporting, how do you utilize integrated data to help members manage their overall health?
19. Do you provide “real time data,” to the employer and if so, how do you define “real time?”
20. Please provide your standard layout for a self-funded client for Eligibility and Prescription Drug claims. Feed should include identifiable information as well as full prescription drug details. If claims level detail is redacted, please identify those fields not provided.
21. Does your reporting allow for the employer to customize, filter, drill down, and schedule reports, and are there additional fees for this?

22. The County's consultant utilizes outside vendors in which a claims data extract would need to be supplied on a monthly basis (Cedargate).
 - a. Please confirm that you will provide this data
 - b. What are the fees associated with the set up and ongoing transmission of data per vendor?
 - c. Please provide your standard layout for a self-funded client data feed for Eligibility and Medical claims. Feed should include identifiable information as well as full medical claims details. If claim level detail is redacted, please identify fields that are not provided.
 - d. Please confirm your limitation or abilities to transfer data, including how your system accommodates prospective termination dates and dependents who age out of eligibility.
 - e. Please confirm that you are able to upload in .csv format and describe any familiarity or experience you may have with the SAP Success Factors.
23. The following reports are needed monthly basis. Please advise if you are able to provide the following:
 - a. Monthly enrollment by tier and by plan option
 - b. Monthly claims by plan option and claims applicable to stop loss reimbursement
24. All reporting should meet the parameters of the specific stop loss contract in place (48/12 or otherwise)

Care Management Services

25. Please confirm that your system will provide the pharmacy with appropriate messaging to advise of any issues identified during the drug utilization review at no additional fee, charges or cost.
26. Confirm that the PBM programs edits into PBM's computer system which are applied to Claims during a real-time adjudication process to identify the following: duplicate prescriptions; over-utilization/refill too soon; under-utilization; drug interactions; pediatric warnings; geriatric warnings; acute/maintenance dosing; formulary compliance; therapeutic duplication; drug inferred health state; drugs exceeding maximum dose; drugs below minimum daily dosage, and other financial and cost limitations which are specified by Sedgwick County.
27. Please confirm that there are no costs of any kind for retrospective review and reporting to determine drug utilization patterns of Covered Persons.
28. Do you have a pharmacist on staff to answer member and administrator questions?

29. What case management or care programs and/or resources do you have available (i.e., opioid management, diabetes care, etc.)?
30. Describe your options for administering and your prior authorization process for weight loss drugs and GLP-1s?
31. Describe your biosimilar solutions, for example but not limited to, Humira?
32. Do members have access to speak with pharmacists or clinical staff within your organization about their specific needs and issues?
33. Do you allow and are you able to coordinate with outside pharmacy sourcing vendors, such as Cost Plus or other Pharmacy Overlay programs?

Participant Experience

34. Do you offer a client-designated toll-free customer service number for employees?
What customer service customization is available to Sedgwick County?
 - a. If so, is there an additional cost associated with these services?
 - b. Would reporting be available?
 - c. Is a “pre-enrollment” dedicated toll-free customer service number available for questions that may arise prior to effective date of coverage (post open enrollment/pre-effective date of coverage)?
35. What are the hours of operation for customer service? What are the arrangements in place for calls received after hours, during holidays and for emergency situations?
36. What is your average speed to answer and average hold time when contacting customer service? Do you offer guarantees for these?
37. Will customer service representatives make outbound calls to members to follow up on issue resolution? Do you track first call resolution? And if so, what are the current?
38. What online resources can members access to help them make informed decisions?
39. Do you offer members a mobile application that can be utilized through a smart phone?
If yes, what information is accessible through the application? Does it integrate data based on the participant’s current benefit election and provide real time information based on network cost estimations?
40. Please confirm that you will provide ID cards directly to the member at no additional cost if requested by Sedgwick County and prior to the effective date of coverage. Are you aware of any limitations by administrator(s) to including PBM data on their ID cards?
41. Are all member phone calls logged electronically? How long are they archived? Are calls recorded? Does the employer have access to this information upon request?

42. Do you offer a 24-hour line for members to contact?
43. How do you notify members of formulary changes at implementation and throughout the year?

Claims Processing / Please confirm the following:

44. If any term, pricing, or guarantee is modified or updated subject to the terms of this Agreement, then details of the modification or update shall be provided to Sedgwick County in writing within ten (10) days of the effective date of such modification/update.
45. PBM guarantees that the Ingredient Cost for any Paid Claim shall not exceed the lowest calculated price method for each claim based upon the discounted Price Type (e.g. AWP), MAC, U&C, adjudicated Ingredient Cost, and subject to DAW definition including protocols set forth therein ("Lesser of Logic").
46. PBM shall charge the County a maximum dispensing fee amount on a per Claim basis, payable to the Participating Pharmacy or Mail Order Pharmacy for both Brand Drugs, Generic Drugs, Specialty Drugs, Compound or such other classification specified within the Claim Adjudication Rates section of the Pricing Proposal.
47. PBM's Mail Order Pharmacy MAC List shall, for each drug (at a GPI or GCN level), be equal to or lower than the unit price than the same drug would be priced on the Participating Pharmacy's MAC List.
48. At Participating Pharmacies, Members shall pay the lesser of: a) the adjudicated price of the Claim subject to the Pricing Proposal; or b) the Copayment.
49. At Mail Order Pharmacies, there will not be a minimum price for member payment. Members shall pay the lesser of: a) the adjudicated price of the Claim subject to the Pricing Proposal; or b) the Copayment.
50. PBM agrees to provide a comprehensive Specialty List by NDC with the associated discounts when submitting this Proposal.
51. Upon written consent of Plan Sponsor, PBM may change the Specialty List by adding Covered Drugs or updating pricing for Specialty Drugs. PBM may elect to exclude coverage of any Specialty Drug if Plan Sponsor unreasonably withholds consent for a requested change to the Specialty List.
52. PBM agrees that if a Covered Drug is eligible for pricing on both the Specialty List and on a MAC List, then the lesser of the two (2) prices shall be used.
53. Compound medications will adjudicate according to the NCPDP D.0 standards.

54. Explain how you manager hormone therapy treatments.
55. Explain how weight loss medications are covered in your formularies. Are there prior authorizations required?
56. Participating Pharmacy reimbursement rates may vary and the amount paid by PBM to the Participating Pharmacy may not be equal to the amount billed to Plan Sponsor and PBM shall retain the difference. (FOR TRADITIONAL BIDS ONLY)
57. PBM shall not charge Plan Sponsor a greater amount than the price paid to the Participating Pharmacy for the drug dispensed, including Ingredient Cost and dispensing fee, as determined without reclassification, mark-up, or “spread pricing” by PBM. This does not apply to Mail Order Pharmacies.
58. Covered Drugs that are Generic Drugs and not on PBM’s MAC list shall be billed to the County at a price that is less than Brand Drugs that are Covered Drugs and dispensed at retail.
59. PBM shall charge Ingredient Cost for Claims processed by Participating Pharmacies based upon the lesser of: a) the amount paid by PBM to the Participating Pharmacy, b) the applicable Claim Adjudication Rate (if any) specified in the Pricing Proposal, c) MAC (if any), or d) U&C charge.
60. PBM shall utilize the lowest MAC price paid by PBM to the dispensing pharmacy for the dispensed product on the dispense date of any Paid Claim.
61. For payment, reporting, rebate or performance guarantee purposes, drugs may not be reclassified outside of the Medispan definitions.
62. PBM shall accept, process and adjudicate claims for covered drugs received from third parties, directly from the member (DMR) and will adjudicate through the PBM’s computer system, maintaining records of each such Claims in NCPDP or X12 835 claims formats.
63. A DMR Form shall be provided on a member website and adjudicated within 10 days.
64. PBM shall provide automatic delivery of refill prescriptions through mail order, as requested.

Administration (Claims, Eligibility, Banking)

65. Briefly describe the software that will be used to administer claims.
 - a. What is the name of the software/hardware used to administer claim processing?
 - b. How long has this system been operational?
 - 1) What future enhancements or changes are planned for this system?
 - 2) Is there an additional fee for claim editing? Percentage of savings?

- 3) How are duplicate charges identified by the system?
- 4) Are accumulators and claims history automatically updated by adjustments?
66. What will trigger a claim audit? Who will perform the audit? Is this audit included in your fees?
67. Are you willing to provide a \$15,000 credit for an external audit to be performed at the County's discretion?
68. How long are member records (claim history and personal information) maintained on the member portal?
69. How long are claims history and eligibility data maintained on your system?
70. Please provide the procedure(s) you have in place for an external review/appeals program. What is the average response time for appeals?
71. How often do you invoice for administrative costs?

Specialty

72. Provide the total number of mail order pharmacies in your exclusive specialty pharmacy network nationwide.
73. Provide the total number of retail pharmacies in your exclusive specialty pharmacy network nationwide.
74. Provide the shipping vendor for Specialty products.
75. How many days after a prescription is received for a specialty product will the member receive it via mail delivery?
76. PBM agrees that Specialty pharmacies will have access to complete patient profiles in support of DUR initiatives and other clinical programs.
77. PBM agrees that Specialty medications must be limited to a thirty-day (30) supply except for those specialty medications available only in larger days' supply.
78. PBM agrees that best efforts will be used to provide access to Limited Distribution drugs.
79. Provide a list of medications you cannot access and the process in place to assist members with obtaining those medications.
80. PBM agrees that if a Specialty drug package is lost, stolen, or not delivered, PBM will not charge the Member for the Specialty Drug. How will this impact the plan?

81. PBM agrees that Specialty medications filled through PBM owned or operated retail pharmacies shall be priced at the same rates as PBM owned or operated mail pharmacies. PBM agrees that consistent pharmacist led clinical support will be provided for specialty members, regardless of the channel their medications is filled. This includes side effect and adherence management, physician interactions as necessary, and questions regarding product administration.
82. PBM agrees that specialty pharmacy will contact the member prior to each specialty medication refill (no auto-fill).

Pricing and Guarantees

Please list any external vendors that you partner with to provide services on behalf of clients and describe what services they provide.

AVERAGE COST GUARANTEES

83. Average Ingredient Cost Discount Guarantees contained within the Pricing Proposal of this RFP will be based upon the Ingredient Cost of all Paid Claims applicable to the Guarantee category, before application of dispensing fees, taxes, and Copayments. In the event of Claims paid at U&C, Ingredient Cost will be calculated as U&C minus the guaranteed dispensing fee. In the event of Claims paid at Min Claim Price (if any is applicable), Ingredient Cost will be calculated as Min Claim Price minus the guaranteed dispensing fee.
84. PBM will provide Guarantees as set forth in the Pricing Proposal section of this RFP. Guarantees may be aggregated if outlined in writing and agree to prior to implementation.
85. PBM agrees that no clinical savings can be used to offset shortfalls on financial Guarantees. Guarantees may be aggregated if outlined in writing and agreed to prior to implementation.
86. PBM agrees that U&C claims are included in mail and retail pricing guarantees.
87. PBM agrees that Zero Balance Logic claims are included in mail and retail pricing guarantees.
88. PBM agrees that products subject to patent litigation are included in mail and retail pricing guarantees.
89. PBM agrees that Compounds are excluded in mail and retail pricing guarantees.
90. PBM agrees that Direct Member Reimbursements are excluded from mail and retail pricing guarantees.

91. PBM agrees that Over the Counter (OTC) claims are excluded from mail and retail pricing guarantees.
92. PBM agrees that Biosimilar products are excluded from mail and retail pricing guarantees.
93. PBM agrees that In-House pharmacy claims are included in mail and retail pricing guarantees.
94. PBM agrees that 340B pharmacy claims are excluded from mail and retail pricing guarantees.
95. PBM agrees that Subrogation claims are excluded from mail and retail pricing guarantees.
96. PBM agrees that Vaccines and Vaccine Administration claims are included in mail and retail pricing guarantees.
97. PBM agrees that Long Term Care (LTC) claims are included in mail and retail pricing guarantees.
98. PBM agrees that Home Infusion claims are included in mail and retail pricing guarantees.
99. PBM agrees that COB or secondary payor claims are excluded from mail and retail pricing guarantees.
100. PBM agrees that claims older than 180 days are excluded from mail and retail pricing guarantees.
101. PBM agrees that DAW 5 claims are included in mail and retail generic pricing guarantees.
102. PBM agrees that Military and Veterans Administration claims are included in mail and retail pricing guarantees.
103. PBM agrees that Indian Health Services and/or Tribal claims are included in mail and retail pricing guarantees.
104. PBM agrees that Out of Network claims are included in mail and retail pricing guarantees.
105. PBM agrees that claims with Ancillary Charges are included in mail and retail pricing guarantees.
106. PBM agrees that Supplies are included in mail and retail pricing guarantees.
107. PBM agrees there are no additional exclusions to the retail and mail pricing guarantees as set forth in the Pricing Proposal section of this RFP beyond those represented in the Average Cost Guarantees Terms.

108. Within the sixty (60) day period following the end of each Guarantee Period (each "Measuring Period"), PBM shall provide Plan Sponsor with a report showing the actual performance of each Guarantee for the Guarantee Period compared to the Guaranteed performance for the Guarantee Period.
109. If any amounts paid by Plan Sponsor for Claims subject to guarantees during the Guarantee Period are less favorable than amounts guaranteed in the Pricing Proposal, PBM shall credit Plan Sponsor within ninety (90) days of the end of the Guarantee Period.
110. All Claims included in or excluded from any guarantee calculation for a guarantee submitted in this RFP shall be determined based upon the terms agreed to by PBM within this RFP.
111. Average Ingredient Cost Discount shall be calculated as follows:
- a. $[1(\text{total discounted Price Type Ingredient Cost of applicable Paid Claims for the Guarantee Period divided by the un- discounted Price Type Ingredient Cost of the same Paid Claims (both amounts will be calculated as of the date of dispense)})]$.
 - b. Ingredient Cost used to calculate Guarantees will be based upon the actual Paid Claim, including any adjustments or credits to the Claim.
 - c. Average dispensing fee shall be calculated for each Guarantee Period as: $[\text{sum of dispensing fees} / [\text{count of Paid Claims}]]$
112. PBM agrees there will be no pricing adjustments from the proposal submission until such time there is a material change to the underlying population (i.e. an increase or decrease of 10% or more, in membership).
- a. PBM agrees there will be no changes required to the current pharmacy benefit design to qualify for the pricing submitted.

GDR GUARANTEE

113. PBM agrees to provide a dollar-for-dollar guarantee of Incremental Generic Dispensing Rates set forth within the Pricing Proposal of this RFP ("GDR Guarantee"). If for their retail or mail Guarantee categories the GDR Performance is less advantageous to Plan Sponsor than the associated GDR Guarantee, PBM will pay Plan Sponsor a performance shortfall payment calculated using the following formula:

*$[[\text{GDR Guarantee}] - [\text{GDR Performance}]] * [\text{The count of Brand Drug Paid Claims and Generic Drug Paid Claims for the Guarantee Period, excluding: DAW 1, 2 or 7 and OTC products}] * [\text{GDR Shortfall Factor (as defined below)}]$*

- a. For both categories of retail and mail, the "GDR Performance" will be calculated using the following formula:

- i. *[The count of Generic Paid Claims for the Guarantee Period, excluding: DAW 1, 2 or 7 and OTC products] / [The count of Brand Drug Paid Claims and Generic Drug Paid Claim for the Guarantee Period, excluding: OTC products]."*
- b. The "GDR Shortfall Factor" means the amount of savings foregone on average per script because the GDR Guarantee was missed. The GDR Shortfall Factor shall be calculated separately for mail order GDR Guarantees and retail GDR Guarantees as:
 - i. *[average Brand Drug Gross Cost per script] – [average Generic Gross Cost per script] – [average guaranteed Brand Drug rebate per script]*

Rebates

- 114. Plan Sponsor would like to maximize their rebates. PBM agrees to pass through to Plan Sponsor the percentage of negotiated Manufacturer Derived Revenue entered in Rebate Share on the Pricing Proposal tab.
- 115. Plan Sponsor has requested PBM to pass through 100% of Manufacturer Derived Admin Fee Revenue. PBM agrees to pass through to Plan Sponsor the percentage of negotiated Manufacturer Derived Admin Fee Revenue stated below.
- 116. PBM shall determine the counts of claims applicable to the calculation of each rebate guarantee detailed in the Pricing Proposal of this RFP by counting all Paid Claims where the channel and day supply correspond with the rebate guarantee and the dispensed product has a brand or trademark label name, as determined by the Drug Classification Source on the date dispensed.
- 117. PBM agrees that it will not enter into arrangements with pharmaceutical manufacturers for other revenues from pharmaceutical manufacturers in exchange for a reduction of Manufacturer Derived Revenue. Without limitation, PBM agrees that if PBM is provided any rebates or other financial benefits for any drug characterized as a Generic Drug, then the PBM shall be obligated to pass through all rebates and financial benefits to Plan Sponsor.
- 118. Manufacturer Derived Revenue payments shall be made to Plan Sponsor within ninety (90) days on the close of the quarter in which Manufacturer Derived Revenue is received by PBM.
- 119. How are test strip rebates calculated, reported and paid?

120. As soon thereafter as PBM has received all expected Manufacturer Derived Revenue related to Plan Sponsor's Claims for the prior contract year, but in no event later than six (6) months following the conclusion of the contract year, PBM shall provide Plan Sponsor with a report detailing Manufacturer Derived Revenue amounts earned by Plan Sponsor from contracted pharmaceutical manufacturers (including market share based amounts) during the contract year.
121. If the amounts for the contract year are, overall, lower than the Rebate Guarantees specified in the Pricing Proposal, PBM shall pay the difference to Plan Sponsor within thirty (30) days following such report.
122. PBM has reviewed the included Plan Design files and claims data and certifies the rebate guarantees offered will not require additional program edits or plan design changes. For the avoidance of doubt, there will be one set of rebate guarantees, and those rebate guarantees will be what has been included in the bidder's submission. Additional file uploads will not apply.
- *[average Brand Drug Gross Cost per script] – [average Generic Gross Cost per script] – [average guaranteed Brand Drug rebate per script]*

Administration Fees

Please complete the below showing a breakdown of fees and how the fees are structured for the following items for each year:

1. What is the pricing structure for Retail? Mail?
2. What is the drug information database used to calculate pricing?
3. What is the day supply break?
4. What is the Claim Adjudication Rate based on? Lesser of AWP, MAC or U&C? Retail 30/90 Brand/Generic?

Pharmacy Administration	Years 1 - 3 PEPM (or specify fee)	Years 4 PEPM (or specify fee)	Years 5 PEPM (or specify fee)
Initial Set-up Fee			
Annual Renewal Fee			
Average Cost Guarantee			
Retail Generic 30			
Retail Generic 90			
Retail Brand 30			
Retail Brand 90			
Mail Brand (1-999 days)			
Mail Generic (1-999 days)			
Dispensing Fee (Avg 12 month)			
Retail Generic 30			
Retail Generic 90			
Retail Brand 30			
Retail Brand 90			
Mail Brand (1-999 days)			
Mail Generic (1-999 days)			
Dispensing Fee (Max per Claim)			
Retail Generic 30			
Retail Generic 90			
Retail Brand 30			
Retail Brand 90			
Mail Brand (1-999 days)			
Mail Generic (1-999 days)			

If additional fees for your services or added value programs are not listed above, please add them to the table along with pricing.

PBM Administration	Years 1 - 3 PEPM (or specify fee)	Years 4 PEPM (or specify fee)	Years 5 PEPM (or specify fee)
Rebate Share % (Passing through)			
Rebate Guarantees			
Per Retail Brand Claim			
Per Mail Brand Claim			
Per Retail Specialty Claim			
Per Mail Specialty Claim			
Incremental Generic Dispensing Rate Guarantees (%)			
Retail			
Mail (1-999 days)			
MAC Coverage			
% of Retail Generic Claims			
% of Total Retail Generic I.C.			
% of Mail Generic (1-999 days) Claims			
% of Total Mail Generic (1-999 days) I.C.			
Performance Guarantees			
At-Risk Dollar Amounts			
Implementation Allowance			
Admin Fees			
Clinical Fee Amount			
Specialty Pricing			
New-to-Market Guarantee			
Retail			
Minimum Discount			
Maximum Dispensing Fee			
Mail			
Minimum Discount			
Maximum Dispensing Fee			

If additional fees for your services or added value programs are not listed above, please add them to the table along with pricing.

RFP Attachments

CLAIMS EXPERIENCE

- Rx claims file for repricing, network, and formulary disruption analysis (excluded vs. non-excluded)

CENSUS/ENROLLMENT

- Sedgwick County Enrolled Census
 - Active
 - COBRA
 - Retiree

PLAN DESIGN

- Sedgwick County 2024 Summary Plan Descriptions