**Table of Contents**

Introduction and General Information 2

Bidding Instructions and Reference to Standard Terms and Conditions 28

Proposal Requirements for All Benefits 31

General Questionnaire 32

Questionnaire: Core Medical TPA and Provider Network Services 37

Questionnaire: Carve-out Repricing and Clinical Services 92

Questionnaire: Benefit Administration Services 96

Certification Form 111

Intent to Bid Form 112

RFP Exhibits 112

# 1 Introduction and General Information

**1.1** **Please refer to the attached cover letter.**

Attached Document(s): UAS RFP Cover Letter.docx

**1.2** **Description of RFP**

You are invited to submit a proposal in response to the attached Request for Proposal. Proposals may cover:

1. core medical third-party administration (TPA) provider network and medical management services
2. a variety of specified benefit administration services
3. both the core medical services and the specified administrative services

Organizations quoting approach C are also asked to quote approaches A and B separately as the University may award A and B to different organizations or C to one organization.

**Approach A**

Approach A includes the following core service categories:

1. Medical TPA and Provider Networks (core and wrap)
2. Eligibility maintenance
3. Member Service and dedicated toll-free number
4. Preparation of ID cards and mailing to participant
5. Medical claims administration and payment
6. Coordination of Benefits Processing
7. Subrogation Recovery Services
8. Hospital and professional provider networks with negotiated payments of services
9. Coordination with domestic provider network (UAMS)
10. Transplant network and other Centers of Excellence (COE)
11. Telemedicine and tele-behavioral health network
12. Precertification, concurrent review, disease management, case management
13. Nurseline, general health coaching and tobacco cessation program
14. Tobacco use/non-use attestation administration as a part of the wellness incentive and surcharge
15. Stop Loss interface (currently with Tokio Marine HCC)
16. Level 1 and Level 2 claim appeal processing
17. Coordination with Independent Medical Review service organizations
18. Drafting of Plan Documents and Amendments
19. Compliance document and notice development; e.g., Summary Plan Description, Summaries of Benefits and Coverage, Women’s Cancer Rights Notice, HIPAA Notice of Credible Coverage provided to pre-65 retirees and active participants over age 63. Compliance documents and notices are posted on the University benefits website   
    Note: The only mailings to participant homes are ID cards, Credible Coverage Notices and some information about care management programs
20. Standard periodic reporting and data services
21. Coordination with Segal’s external data warehouse
22. New York surcharge filing and administration
23. Account management services
24. Annual stewardship meeting, review of health care costs and use over multiple time periods (inclusive of high level pharmacy benefit) with comparison to book of business results

Approach A also includes the following services that may carve-in to the core services or be carved-out of the contract with the TPA. You are asked to quote these services separately from other services:

* Out-of-network claims repricing
* Comprehensive weight loss program focused on lifestyle improvement. Include a fully recognized Centers for Disease Control (CDC) Diabetes Prevention Program (DPP)
* Innovative digital diabetes management platform that engages people to achieve their personal health goals. The program should focus clinical coaching on lifestyle improvement to reduce the dependence on insulin and improve compliance
* Comprehensive maternity benefits solution from preconception and pregnancy through return-to-work and parenthood
* Fertility benefits management program enabling and supporting members to pursue the most effective treatment to reduce the burden of high-risk pregnancy
* Precision mental healthcare that offers comprehensive live and on demand digital mental and emotional well-being support

Vendors may propose any or all of the Approach A carve-out services.

A contractor may subcontract some or all of these services.

**Approach B**

Approach B includes the following benefit administration services:

* Health Care and Dependent Care Flexible Spending Account Administration, Plan Document drafting, SPD drafting
* Non-discrimination testing under IRC S. 105/106, 125 and 129. IRC S 79 testing is not required as the public university does not have any key employees as defined in IRC 416(i)
* Health Savings Account Administration
* COBRA administration
* Retiree billing for Non-Medicare eligible Classic Medical Plan, Dental Plan and Vision Plan

Vendors may propose any or all of the Approach B services.

A contractor may subcontract some or all of these services.

**Approach C**

Approach C includes both Approach A and Approach B.

**Objectives**

The University is seeking proposals from TPAs and insurance carriers (collectively referred to as “TPA”) with demonstrated experience in the administrative services requested herein. The University seeks to:

* Evaluate the healthcare marketplace, ensuring its TPA offers the contract most advantageous to the University. The University wishes to understand how the healthcare marketplace (health benefit service organizations and health care delivery systems) is changing and optimize its financial arrangements throughout the state of Arkansas and nationally.
* Maintain the “SmartCare” arrangements that feature the University of Arkansas Medical Sciences (UAMS) network as well as the employee health services programs at UA Fayetteville and UALR. Maintain the “HealthNow” telehealth network arrangement with UAMS.
* Offer a provider network that is responsive to employees’ needs throughout and beyond the State.
* Continue to strengthen its focus on health plan risk management.
* Deliver value-adding clinical interventions.
* Deliver excellent service.

The University will retain risk, so all bids should be administration services only (ASO). The University may be interested in capitated arrangements that cover specific disease categories such as Type 2 diabetes.

**1.3** **Background Information**

The University of Arkansas System (“UAS” or “the University”) is a public institution of higher education, created by the Arkansas constitution, to provide post-secondary education to the citizens of Arkansas.  It is governed by a ten-member Board of Trustees, appointed by the Governor for ten-year terms.  The Board has delegated authority to the President of the UAS for oversight for all employee benefit plans.  As a public entity, the UAS is not subject to ERISA.

The University of Arkansas System includes 24 educational entities dispersed throughout the State of Arkansas. UAS’ benefit programs cover more than 20,000 eligible employees. UAS offers an extensive array of benefit programs to its eligible employees and their dependents. Benefits are funded by UAS and participant contributions.

* It has been 5 years since UAS has evaluated the health care marketplace. UAS wants to ensure that its TPA has the most advantageous contracts with health care providers. UAS wants to understand how the health care marketplace (health benefit service organizations and health care delivery providers) is changing and optimize its financial arrangements.
* UAS continually strengthens its approach to health plan risk management. For example:
  1. Stop-loss insurance is one part of the strategy; it has a $1.4 million specific policy with an aggregating specific deductible of $375,000.
  2. UAS has developed a formal self-insured reserve policy for IBNR, high cost claims and working capital.
  3. Health-contingent wellness incentives are in place with out-of-pocket limits changing based on whether wellness qualification requirements are met. Wellness qualification requirements generally relate to tobacco non-use and cessation efforts. A preventive medical exam was part of the wellness qualification requirement prior to COVID but has been suspended.
  4. Claims paid in excess of $100,000 are reported as they occur from the claims administrator to the University System Office.
  5. High cost cases are supported with an array of management efforts: transplant network, Maternity Management, UM, CM and DM. UMR’s DM program for the University has focused on these core diseases: Asthma, Congestive Heart Failure, Chronic Obstructive Pulmonary Disease (COPD), Coronary Artery disease, Diabetes, Hypertension and Depression. UMR is expanding the variety of diseases managed.
  6. Claims projected to cost more than $250,000 are discussed in depth on a monthly basis. Diagnoses, prognosis, treatment plans and case management activity are discussed between the TPA CM function and the System office.
  7. The University of Arkansas Pharmacy Advisory Committee, comprised of physicians, pharmacists and benefit specialists makes all formulary, quantity and days’ supply limitations decisions after careful consideration based upon published evidence-based medical data. It has also established a reference-based pricing structure for select therapeutic classes, introduced step therapy and prior authorization requirements.
  8. UAS has an actively managed, specific formulary for specialty injectable drugs paid through the medical plan. UAS wants to continue with active management of this medical benefit formulary.
  9. UAS has asked Segal to provide its health data warehouse service and analytics to help manage medical and pharmacy risks.
  10. UAS maintains involvement in the subrogation process. UAS requires its vendors to submit all settlement proposals, for a review of costs, expected ongoing expenses and the settlement proposal. UAS may accept or reject / modify the proposal based on its evaluation process.
* UAS offers active employees three medical plans: Classic (an EPO), Health Savings Plan (a qualified high deductible health plan with a Health Savings Account and Premier (a PPO). Non-Medicare eligible retirees are eligible for the Classic Plan only.
* Current provider networks include SmartCare (tier 1), UnitedHealthcare Choice Plus (tier 2), wrap networks, Transplant Network via Optum Centers of Excellence, Optum Kidney Resource Services and Teladoc for general medicine and behavioral health. The Teladoc service will terminate December 31, 2021 due to very low use and due to local in-network providers offering telemedicine services.
* Pharmacy benefits are not part of this RFP. These benefits are provided through MedImpact and the custom formulary and second level appeals are managed by EBRx. Third level pharmacy appeals (the final level of appeal) must be handled by the same Independent Review Organization (IRO) that handles third level medical appeals.
* Medical benefit drug rebates are shared 80% for UAS and 20% for their existing TPA which is UMR.
* A Health Flexible Spending Account and a Dependent Care Flexible Spending Account are offered.
* The University has transitioned from on campus, open enrollment meetings to virtual open enrollment meetings. Attendance has increased dramatically with the virtual format. Participation from vendors in the virtual open enrollment meetings is encouraged. Text and video content are helpful; prizes for plan participants are appreciated, links to vendor conducted events are also desired.
* The University has transitioned from paper intensive benefit communications to predominately electronic communications.

For the purpose of this project, the UAS employee benefits-participating campuses consist of the following campuses, divisions, and affiliated entities, as well as the total number of benefits-participating employees by location:

| **UAS Locations Eligible for Benefits** | **Total Eligible Employees** |
| --- | --- |
| **Campuses and Core Entities** |  |
| 1.     Arkansas School for Mathematics, Sciences, and the Arts (ASMSA) | 78 |
| 2.     Cossatot Community College of the University of Arkansas (CCCUA) | 128 |
| 3.     Phillips Community College of the University of Arkansas (PCCUA) | 175 |
| 4.     University of Arkansas Clinton School of Public Service (UACS) | 18 |
| 5.     University of Arkansas Community College Batesville (UACCB) | 110 |
| 6.     University of Arkansas Community College at Hope/Texarkana (UACCHT) | 119 |
| 7.     University of Arkansas Community College at Morrilton (UACCM) | 156 |
| 8.     University of Arkansas Community College Rich Mountain (UACCRM) | 86 |
| 9.     University of Arkansas, Criminal Justice Institute (CJI) | 33 |
| 10.  University of Arkansas Division of Agriculture (UADA) | 1,122 |
| 11.  University of Arkansas, Fayetteville | 3,974 |
| 12.  University of Arkansas Fort Smith (UAFS) | 524 |
| 13.  University of Arkansas Little Rock (UALR) | 1,211 |
| 14.  University of Arkansas for Medical Services (UAMS) | 10,895 |
| 15.  University of Arkansas Monticello (UAM) | 378 |
| 16.  University of Arkansas Pine Bluff (UAPB) | 634 |
| 17.  University of Arkansas Pulaski Technical College (UAPTC) | 330 |
| 18.  University of Arkansas System Office | 79 |
| 19.  University of Arkansas eVersity (UASYSEV) | 17 |
| Sub-total | 20,067 |
| **Affiliates** |  |
| 20.  Walton Art Center | 74 |
| 21.  Winthrop Rockefeller Foundation | 53 |
| 22.  University of Arkansas Foundation | 9 |
| 23.  Razorback Foundation | 14 |
| 24.  Technology Development Foundation | 2 |
| Sub-total | 152 |
| **GRAND TOTAL** | **20,219** |

Combined, these campuses represent approximately 20,219 benefits-eligible employees, which include active employees and Pre-Medicare retirees.

All benefit plans covering employees at UAS campuses can be viewed at <https://benefits.uasys.edu/>. In the upper right-hand corner of the Benefits welcome page, the viewer can toggle between various campuses to discover how the benefits vary by campus.

The University System is nearing its transition from multiple legacy systems to Workday. The final remaining campus will transition to Workday on July 1, 2022. Employee enrollment and status changes are conducted through Workday for 19 of the 24 entities above. The chart below outlines the eligibility for system benefits by UAS affiliates and their employee enrollment approach.

|  | Eligibility for System Benefits | | | | Enrollment Appproach |
| --- | --- | --- | --- | --- | --- |
| UAS Affiliates | Health Savings Plan | Classic Plan | Premier Plan | Spending Accounts |
| 1. Walton Art Center | No | Yes | No | Yes | Each affiliate manages the open enrollment process and census data on its own and coordinates directly with the TPA. Affiliates are not using Workday. |
| 1. Winthrop Rockefeller Foundation | No | Yes | No | Yes |
| 1. University of Arkansas Foundation | No | Yes | No | Yes |
| 1. Razorback Foundation | No | Yes | No | Yes |
| 1. Technology Development Foundation | No | Yes | No | Yes |

Note that participants at the affiliates are deemed to have earned the Classic Plan wellness incentive without meeting any wellness program qualification requirements.

This Request for Proposal (RFP) is issued by UAS with Segal supporting the RFP process and providing coordination of responses.  Segal will serve as the sole point of contact for this RFP.  Bidder questions regarding all RFP matters should be addressed to Mr. John Hardy. Questions can be submitted either via the "Ask Question" feature in the left-hand side menu or through the "QAs" tab under an individual question in the RFP. If you are unable to send questions through Proposal Tech, then questions can be submitted via email to: [jhardy@segalco.com](mailto:jhardy@segalco.com).

Information about this RFP will also be posted on the University’s procurement website called “Hogbid” at https://hogbid.uark.edu/.

**1.4** **Projected** **Timetable of Activities**

| **Project Milestone** | **Timing** |
| --- | --- |
| 1. RFP Released, Posted on Hogbid, Opened on ProposalTech, | November 10, 2021 |
| 1. First Round of Bidder Questions Due | Nov 15 |
| 1. Respond to First Round of Bidder Questions and Post on Hogbid | Nov 19 |
| 1. Intent to Bid Reply Due | Nov 23 |
| 1. Census and Experience Information Sent to Bidders\* | Nov 29 |
| 1. Second Round of Bidder Questions Due | Dec 6 |
| 1. Respond to Second Round of Bidder Questions with Post on Hogbid | Dec 10 |
| 1. Proposals Submission Deadline by 5:00 p.m. CST | Dec 21 |
| 1. Proposal Opening Event at 10:00 a.m. CST   Note: Attendance at proposal opening is not required. No award will be made. Only names of respondents and a preliminary determination of proposal responsiveness will be made at this time. | Dec 22 |
| 1. Proposal Evaluations | December 22 to January 28 |
| 1. Proposal Scoring by UAS | February 11 |
| 1. Virtual Finalist Meetings (If Necessary) | Week of Feb 21 |
| 1. Best and Final Bid Process (if necessary) | Feb 28 – Mar 4 |
| 1. Notice of Intent to Award | March 7 |
| 1. Review and Execution of Contracts and Agreements | Mar 7 to Apr 29 |
| 1. Implementation Planning | Mar 7 to Sept 30 |
| 1. Anticipated Contract Effective Date | January 1, 2023 |

\*As soon as the Intent to Bid is confirmed, Segal will submit, via secure file transfer, the census, claims and other data for you to use to complete your proposal response. This data contains some protected and proprietary information and must be kept secure. Segal is holding this data on behalf of UAS.  UAS does not have access to this data.

**1.5 Bid Opening Event**

Information regarding access to the Proposal Opening will be posted on HogBid five (5) business days prior to the date of the Proposal Opening.

**1.6** **Instructions to Bidders**

1. UAS will require all rates and fees proposed to remain firm through the initial three- (3) year term of the contract. In anticipation of annual extensions, if any, UAS will require renewal proposal rates for no less than two years.
2. All bidders submitting a proposal response are required to respond to the “General Questionnaire”.  In addition, vendors must respond to all questionnaires applicable to the coverages being proposed. A written response is required to each applicable question.  Responses that reference a separate attachment in lieu of a direct response may not receive a score.
3. Respondents are required to address each of the requirements of this RFP. Bidder’s responses should contain sufficient information and detail for UAS to further evaluate the merit of the bidder’s response. Failure to respond in this format may result in bid disqualification.
4. Exceptions to any of the terms, conditions, specifications, protocols, and/or other requirements listed in this RFP must be clearly noted by reference to the page number, section, paragraph, or other identifying reference in this RFP. All information regarding such exceptions to content or requirements must be noted in the same sequence as its appearance in this RFP.
5. The proposal response is required to be received by Segal and UAS no later than 5:00 p.m. Central Time, December 21, 2021 (i.e., the proposal due date). **For proposals delivered to Segal,** **it is preferred your proposal response be submitted electronically using ProposalTech, the web-based proposal tool. You will receive an email with an invitation and instructions to complete the proposal response on ProposalTech (www.proposaltech.com). In the event you are unable to access ProposalTech electronically, hard copies are acceptable. If you are submitting a hard copy to Segal, please send it to:**

**Mr. John Hardy**

**Senior Health Consultant**

**Segal**

**101 North Wacker Drive, Suite 500**

**Chicago, IL 60606**

**Phone: (312) 560-8047**

**jhardy@segalco.com**

**For proposals delivered to UAS, Respondents must submit one (1) signed original, and two (2) soft copies of their Proposal (i.e., CD-ROM or USB Flash drive)** labeled with the Respondent’s name and the Bid Number, readable by UAS, with the documents in Microsoft Windows versions of Microsoft Word, Microsoft Excel, Microsoft Visio, Microsoft PowerPoint, or Adobe PDF formats; other formats are acceptable as long as that format’s viewer is also included or a pointer is provided for downloading it from the Internet. **Proposals must be received at the following location prior to the time and date specified within the timeline of this RFP:**

**University of Arkansas System**

**2404 North University Avenue**

**Little Rock, AR 72207**

**Attn: Steven Wood**

**Assoc VP Employee Benefits and Risk Services**

1. **IMPORTANT:** Late bids will NOT be accepted. All bidders, regardless of the method of submission (electronic or hard copy), should respond to the RFP in its entirety on or before the proposal due date. **Should there be a difference in the delivery time and/or date of the proposal to Segal and to UAS, the delivery time and/or date of the proposal to UAS will determine whether the proposal has been received timely.**

1. For a bid submission to be considered responsive, an official authorized to bind the respondent to a resultant contract is required to sign the cover sheet of the University of Arkansas System Request for Proposal form attached in Section 10.2 of this RFP.
2. All official documents and correspondence shall be included as part of the resultant contract.
3. UAS intends to award contracts consistent with the approaches identified at the beginning of this RFP. However, UAS reserves the right to award a contract or reject a bid for any or all line items of a bid received as a result of this RFP, if it is in the best interest of UAS to do so. Bids will be rejected for one or more reasons including, but not limited to, the following:

A. Failure to complete the Intent to Bid and meet Minimum Essential Requirements.

B. Failure of the bidder to submit the bid(s) and bid copies as required in this RFP on or before the deadline established by the issuing agency.

C. Failure of the bidder to respond to a requirement for oral/written clarification, presentation, or demonstration.

D. Failure to provide the bid security or performance security, if required (this is not required).

E. Failure to supply bidder references, if required.

F. Failure to sign an Official Bid Document, if required.

G. Failure to sign each questionnaire to confirm the proposed rates.

H. Any wording by the respondent in their response to this RFP, or in subsequent correspondence, which conflicts with or takes exception to a bid requirement in this RFP.

**GENERAL INFORMATION FOR RESPONDENTS**

**1.7 Distributing Organization**

This RFP is issued by the University of Arkansas System Office. The contact listed in this section is the sole point of contact during this process. Only written communication is considered formal and can be supported throughout this process.

**Respondent Questions and Addenda:** Respondent questions concerning all matters of this RFP should be sent through ProposalTech. Questions can be submitted either via the "Ask Question" feature in the left-hand side menu or through the "QAs" tab under an individual question in the RFP. If you are unable to send questions through Proposal Tech, then questions can be submitted via email to:

Mr. John Hardy

jhardy@Segalco.com

Questions received via Proposal Tech and email will be directly addressed via Proposal Tech l, and compilation of *all* questions and answers (Q&A), as well as any revision, update and/or addenda specific to this RFP solicitation will be made available on HogBid, the UA bid solicitation website: <https://hogbid.uark.edu/>. During the time between the bid opening and contract award(s), with the exception of Respondent’s questions during this process, any contact concerning this RFP will be initiated by the issuing agency and not Respondent. Specifically, the persons named herein will initiate all contact.

Respondents shall not rely on any other interpretations, changes, or corrections. It is Respondent's responsibility to thoroughly examine and read the entire RFP document and any Q&A or addenda to this RFP. Failure of Respondents to fully acquaint themselves with existing conditions or information provided will not be a basis for requesting extra compensation after the award of a Contract.

**1.8 Agency Employees and Agents**

Contractor shall be responsible for the acts of its employees and agents while performing services pursuant to the terms of any Contract. Accordingly, Contractor agrees to take all necessary measures to prevent injury and loss to persons or property while on the UAS premises. Contractor shall be responsible for all damages to persons or property on and off campus caused solely or partially by Contractor or any of its agents or employees. Contractor’s employees shall conduct themselves in a professional manner and shall not use UAS’s facilities for any activity or operation other than the operation and performance of services as herein stated. UAS reserves the right to deny access to any individual. The following conduct is unacceptable for Contractor’s employees and agents: foul language, offensive or distasteful comments related to age, race, ethnic background or sex, evidence of alcohol influence or influence of drugs, refusal to provide services requested, refusal to make arrangements for additional services needed and general rudeness. Contractor shall require standard criminal background checks on all employees of the Contractor’s business in advance of the performance of any on-campus duties. Employees whose background checks reveal felony convictions of any type are to be either removed from all support activities on the UAS campuses or reported to UAS for review and approval in advance of the performance of any on-campus duties.

**1.9 Tobacco Free Campus**

Smoking and the use of tobacco products (including cigarettes, e-cigarettes, cigars, pipes, smokeless tobacco, and other tobacco products) by students, faculty, staff, contractors, and visitors, are prohibited at all times on and within all property, including buildings, grounds, and facilities, owned or operated by UAS, including all vehicles on UAS properties.

**1.10 Disputes**

Contractor and UAS agree that they will attempt to resolve any disputes in good faith. Contractor and UAS agree that the State of Arkansas shall be the sole and exclusive jurisdiction and venue for any litigation or proceeding that may arise out of or in connection with any Contract. The Respondent acknowledges, understands and agrees that any claims, demands, suits, or actions for damages against UAS may only be initiated and pursued in the Arkansas Claims Commission, if at all. Under no circumstances does UAS agree to binding mediation or arbitration of any disputes or to the payment of attorney fees, court costs or litigation expenses.

**1.11 Conditions of Contract**

Contractor shall at all times observe and comply with federal and Arkansas State laws, local laws, ordinances, orders, and regulations existing at the time of or enacted subsequent to the execution of the Contract which in any manner affect the completion of work. Contractor shall indemnify and hold harmless UA and all its trustees, officers, employees, volunteers, students, and agents against any claim or liability arising from or based upon the violation of any such law, ordinance, regulation, order or decree by an employee, representative, or subcontractor of the Contractor.

To the extent Contractor shall have access to, store or receive student education records, Contractor agrees to abide by the limitations on use and re-disclosure of such **records** set forth in **the Family Educational Rights and Privacy Act** (FERPA), 20 U.S.C. § 1232g, and 34 CFR Part 99. Contractor agrees to hold student record information in strict confidence andshall not use or disclose such information except as authorized in writing by UAS or as required by law. Contractor agrees not to use the information for any purpose other than the purpose for which the disclosure was made. Upon termination, Contractor shall return all student education record information or provide evidence that it was destroyed within thirty (30) days.

When procuring a technology product or when soliciting the development of such a product, the State of Arkansas is required to comply with the provisions of Arkansas Code Annotated § 25‐26‐201 et seq., as amended by Act 308 of 2013, which expresses the policy of the State to provide individuals who are blind or visually impaired with access to information technology purchased in whole or in part with state funds. Contractor expressly acknowledges and agrees that state funds may not be expended in connection with the purchase of information technology unless that system meets the statutory requirements found in 36 C.F.R. § 1194.21, as it existed on January 1, 2019 (software applications and operating systems) and 36 C.F.R. § 1194.22, as it existed on January 1, 2019 (web‐based intranet and internet information and applications), in accordance with the State of Arkansas technology policy standards relating to accessibility by persons with visual impairments.

**ACCORDINGLY, CONTRACTOR SHALL EXPRESSLY REPRESENT AND WARRANT** to the State of Arkansas through the procurement process by submission of a Voluntary Product Accessibility Template (“VPAT”) or similar documentation to demonstrate compliance with 36 C.F.R. § 1194.21, as it existed on January 1, 2019 (software applications and operating systems) and 36 C.F.R. § 1194.22, as it existed on January 1, 2019 (web‐based intranet and internet information and applications) that the technology provided to the State for purchase is capable, either by virtue of features included within the technology, or because it is readily adaptable by use with other technology, of:

‐ Providing, to the extent required by Arkansas Code Annotated § 25‐26‐201 et seq., as amended by Act 308 of 2013, equivalent access for effective use by both visual and non‐visual means;

‐ Presenting information, including prompts used for interactive communications, in formats intended for non‐visual use;

‐ After being made accessible, integrating into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired;

‐ Providing effective, interactive control and use of the technology, including without limitation the operating system, software applications, and format of the data presented is readily achievable by nonvisual means;

‐ Being compatible with information technology used by other individuals with whom the blind or visually impaired individuals interact;

‐ Integrating into networks used to share communications among employees, program participants, and the public; and

‐ Providing the capability of equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

If the information technology product or system being offered does not completely meet these standards, the Respondent must provide an explanation within the VPAT detailing the deviation from these standards.

State agencies cannot claim a product as a whole is not reasonably available because no product in the marketplace meets all the standards. If products are reasonably available that meet some but not all of the standards, the agency must procure the product that best meets the standards or provide written documentation supporting selection of a different product, including any required reasonable accommodations.

For purposes of this section, the phrase “equivalent access” means a substantially similar ability to communicate with, or make use of, the technology, either directly, by features incorporated within the technology, or by other reasonable means such as assistive devices or services which would constitute reasonable accommodations under the Americans with Disabilities Act or similar state and federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands or other means of navigating graphical displays, and customizable display appearance. As provided in Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, if equivalent access is not reasonably available, then individuals who are blind or visually impaired **shall** be provided a reasonable accommodation as defined in 42 U.S.C. § 12111(9), as it existed on January 1, 2019.

If the information manipulated or presented by the product is inherently visual in nature, so that its meaning cannot be conveyed non-visually, these specifications do not prohibit the purchase or use of an information technology product that does not meet these standards.

**1.12 Contract Information**

Respondents should note the following regarding the State’s contracting authority and amend any documents accordingly. Failure to conform to these standards may result in rejection of Respondent’s bid:

A. The State of Arkansas may not contract with another party to perform any of the following:

1. Pay any penalties or charges for late payment or any penalties or charges which in fact are penalties for any reason.

2. Indemnify or defend that party for liability or damages. Under Arkansas law UAS may not enter into a covenant or agreement to hold a party harmless or to indemnify a party from prospective damages.

3. Pay all sums that become due under a contract upon default.

4. Pay damages, legal expenses, attorneys’ fees or other costs or expenses of any party.

5. Conduct litigation in a place other than the State of Arkansas.

6. Agree to be subject to or bound by governing law, jurisdiction, or venue of any state, country or province other than the State of Arkansas.

7. Agree to any provision of a contract that violates the laws or constitution of the State of Arkansas.

B. A party wishing to contract with UA should:

1. Remove any language from its contract which grants to it any remedies other than:

* The right to possession.
* The right to accrued payment.
* The right to expenses of de-installation.

2. Include in its contract that the laws of the State of Arkansas govern the contract and that the State of Arkansas is the exclusive jurisdiction and venue for any and all claims, disputes, actions or suits between the parties or related to the Contract.

3. Include in its Contract that the UAS is an instrumentality of the State of Arkansas entitled to sovereign immunity from suit and that all claims, demands, suits, or actions for loss, expense, damage, liability or other relief, either at law or in equity, against UAS or its trustees, officers, employees, volunteers, students, agents or designated representatives acting within the official scope of their position, must be brought before the Claims Commission of the State of Arkansas.

4. Include in its Contract all other terms and conditions stated in this RFP.

5. Acknowledge in its contract that contracts become effective when awarded by the UAS Purchasing Official.

**1.13 Reservation**

This RFP does not commit UAS to award a contract, to pay costs incurred in the preparation of a Proposal to this request, or to procure or contract for services or supplies. UAS reserves the right to accept or reject (in its entirety), any Proposal received as a result of this RFP, if it is in the best interest of UAS to do so. In responding to this RFP, respondents recognize that UAS may make an award to a primary Respondent; however, UAS reserves the right to purchase like and similar services from other agencies as necessary to meet operation requirements.

**1.14 Qualifications of Respondent**

UAS may make such investigations as it deems necessary to determine the ability of Respondents to meet all requirements as stated within this RFP, and Respondent shall furnish to UAS all such information and data for this purpose that UAS may request. UAS reserves the right to reject any bid if the evidence submitted by, or investigations of, such Respondent fails to satisfy UAS that such Respondent is properly qualified to carry out the obligations of the Contract.

**1.15 Non Waiver of Defaults**

Any failure of UAS at any time, to enforce or require the strict keeping and performance of any of the terms and conditions of the Contract shall not constitute a waiver of such terms, conditions, or rights, and shall not affect or impair same, or the right of UAS at any time to avail itself of same.

**1.16 Independent Parties**

Contractor acknowledges that under the Contract it is an independent vendor and is not operating in any fashion as the agent of UAS. The relationship of Contractor and UAS is that of independent contractors, and nothing in this contract should be construed to create any agency, joint venture, or partnership relationship between the parties.

**1.17 Governing Law**

This RFP, any resulting Contract and all performance thereunder, transactions and subsequent amendments thereto between Respondent(s) or Contractor(s) and UAS shall be governed and construed in all aspects in accordance with the laws of the State of Arkansas without regard to its choice of law principles (including without limitation any and all disputes, claims, counterclaims, causes of action, suits, rights, remedies, promises, obligations, demands, and/or defenses related thereto that may be asserted by either party). The parties agree that the State of Arkansas shall be the sole and exclusive venue and jurisdiction for any litigation or proceeding that may arise out of or in connection with this RFP or any Contract with UAS. The parties waive any objection to the laying of jurisdiction and venue of any claim, action, suit or proceeding arising out of the Contract or any transaction contemplated hereby, in the State of Arkansas, and hereby further waive and agree not to plead or assert that any claim, action, suit or proceeding has been brought in an inconvenient forum. Nothing contained herein shall be deemed or construed as a waiver of any immunities to suit available to UAS or its trustees, officials, employees and representatives. In no event shall UAS or any of its current and former trustees, officials, representatives and employees (in their official or individual capacities) be liable to Respondent(s) or Contractor(s) for special, indirect, punitive, or consequential damages, attorneys’ fees or costs or any damages constituting lost profits or lost business opportunities.

**1.18 Proprietary Information**

Proprietary information submitted in response to this bid will be processed in accordance with applicable UA procurement procedures. All material submitted in response to this RFP becomes the public property of the State of Arkansas and will be a matter of public record and open to public inspection subsequent to bid opening as defined by the Arkansas Freedom of Information Act. Respondent is hereby cautioned that any part of its bid that is considered confidential, proprietary, or trade secret, must be labeled as such and submitted in a separate envelope along with the bid, and can only be protected to the extent permitted by Arkansas law.

**Note of Caution**:  Respondents should not attempt to mark the entire Proposal as "proprietary" or submit letterhead or similarly customized paper within the proposal to reference the page(s) as "Confidential" unless the information is sealed separately and identified as proprietary.  Acceptable proprietary items may include references, resumes, and financials or system/software/hardware manuals. **Costs and pricing terms are not considered as proprietary**.

**1.19 Disclosure**

1. **Contract and Grant Disclosure**

Disclosure is a condition of the resulting Contract and UA cannot enter into any contract for which disclosure is not made. Arkansas’s Executive Order 98-04 requires all potential contractors disclose whether the individual or anyone who owns or controls the business is a member of the Arkansas General Assembly, constitutional officer, state board or commission member, state employee, or the spouse or family member of any of these. If this applies to Respondent’s business, Respondent must state so in writing.

1. **Respondent Conflict of Interest Form**

Only when applicable, for any RFP that requires the disclosure of existing conflict of interest circumstances, Respondent should complete the *Bidder Conflict of Interest Form* and submit with bid Proposal. It is the responsibility of Respondent desiring to be considered for a bid award to complete and return this form, along with the *Contract and Grant Disclosure and Certification Form*. The purpose of these forms is to give Respondent an opportunity to disclose any actual or perceived conflicts of interest. The determination of UAS regarding any questions of conflict of interest shall be final.

**1.20 Proposal Modification**

Proposals submitted prior to the Proposal opening date may be modified or withdrawn only by written notice to UAS. Such notice must be received by the UAS Purchasing Official prior to the time designated for opening of the Proposal. Respondent may change or withdraw the Proposal at any time prior to Proposal opening; however, no oral modifications will be allowed. Only letters or other formal written requests for modifications or corrections of a previously submitted Proposal that are addressed in the same manner as the Proposal and that are received prior to the scheduled Proposal opening time will be accepted. The Proposal, when opened, will then be corrected in accordance with such written requests, provided that the written request is contained in a sealed envelope that is clearly marked with the RFP number and “Modification of Proposal”. No modifications of the Proposal will be accepted at any time after the Proposal due date and time.

**1.21 Prime Contractor Responsibility**

Single and joint Respondent bids and multiple bids by Respondents are acceptable. However, the selected Respondent(s) will be required to assume prime contractor responsibility for the Contract and will be the sole point of contact with regard to the award of this RFP.

**1.22 Period of Firm Proposal**

Prices for the proposed services must be kept firm for **at least one hundred twenty (120) days** after the Proposal Due Date specified in Section 1.4. Firm Proposals for periods of less than this number of days may be considered non-responsive. The Respondent may specify a longer period of firm price than indicated here. If no period is indicated by the Respondent in the Proposal, the price will be firm for one hundred twenty (120) days or until written notice to the contrary is received from the Respondent, whichever is longer.

**1.23 INTENTIONALLY OMITTED.**

**1.24 Errors and Omissions**

The Respondent is expected to comply with the true intent of this RFP taken as a whole and shall not avail itself of any errors or omissions to the detriment of the services. Should the Respondent suspect any error, omission, or discrepancy in the specifications or instructions, the Respondent shall immediately notify the UAS Purchasing Official, in writing, and UAS shall issue written instructions to be followed. The Respondent is responsible for the contents of its Proposal and for satisfying the requirements set forth in the RFP.

**1.25 Award Responsibility**

The UAS Purchasing Official will be responsible for award and administration of any resulting Contract(s). UAS reserves the right to reject any or all bids, or any portion thereof, to re-advertise if deemed necessary, and to investigate any or all bids and request additional information as necessary in order to substantiate the professional, financial and/or technical qualifications of the Respondent(s).

Contract(s) will be awarded to the Respondent(s) whose Proposal adheres to the conditions set forth in the RFP, and in the sole judgment of UAS, best meets the overall goals and financial objectives of UAS. A resultant Contract will not be assignable without prior written consent of both parties.

**1.26 Confidentiality and Publicity**

From the date of issuance of the RFP until the opening date, the Respondent must not make available or discuss its Proposal, or any part thereof, with any trustee, official, employee or agent of UAS. The Respondent is hereby warned that any part of its Proposal or any other material marked as confidential, proprietary, or trade secret, can only be protected to the extent permitted by law. All material submitted in response to this RFP becomes the property of UAS.

News release(s) by a Respondent pertaining to this RFP or any portion of the project shall not be made without prior written approval of the UAS Purchasing Official. Failure to comply with this requirement is deemed to be a valid reason for disqualification of the Respondent’s bid. The UAS Purchasing Official will not initiate any publicity relating to this procurement action before the Contract award is completed.

Employees of the Contractor may have access to records and information about UAS processes, employees, including proprietary information, trade secrets, and intellectual property to which UAS holds rights. Contractor agrees to keep all such information strictly confidential and to refrain from discussing this information with anyone else without written authorization from an authorized official of UAS.

**1.27 Respondent Presentations**

UAS reserves the right to, but is not obligated to, request and require that final contenders determined by the Evaluation Committee provide a formal presentation of their Proposal at a date and time to be determined by the Evaluation Committee. Respondents are required to participate in such a request if the UAS chooses to engage such opportunity.

**1.28 Excused Performance**

Notwithstanding any other provisions in this RFP or any resultant Contract,in the event that the performance of any terms or provisions of this RFP or any resultant Contract shall be delayed or prevented because of compliance with any law, decree, or order of any governmental agency or authority, either local, state, or federal, or because of riots, war, acts of terrorism, public disturbances, unavailability of materials meeting the required standards, strikes, lockouts, differences with workmen, fires, floods, Acts of God, or any other reason whatsoever which is not within the control of the party whose performance is interfered with and which, by the exercise of reasonable diligence, such party is unable to prevent (the foregoing collectively referred to as “Excused Performance”), the party so interfered with may at its option suspend, without liability, the performance of its obligations during the period such cause continues, and extend any due date or deadline for performance by the period of such delay, but in no event shall such delay exceed six (6) months.

**1.29 Funding Out Clause**

If, in the sole discretion of UAS, funds are not allocated to continue any resultant Contract, or any activities related herewith, in any future period, then UAS will not be obligated to pay any further charges for services, beyond the end of the then current period. Contractor will be notified of such non-allocation at the earliest possible time. No penalty shall accrue in the event this section is exercised. This section shall not be construed so as to permit UAS to terminate any Contract awarded in order to acquire similar service from a third party.

**1.30 Indicia**

The Respondents and the Contractor acknowledge and agree that UAS owns the rights to its name and its other names, symbols, designs, and colors, including without limitation, the trademarks, service marks, designs, team names, facilities images, uniforms, nicknames, abbreviations, city/state names in the appropriate context, slogans, logo graphics, mascots, seals, color schemes, trade dress, and other symbols associated with or referring to UAS that are adopted and used or approved for use by UAS (collectively the “Indicia”) and that each of the Indicia is valid. Neither any Respondent nor Contractor shall have any right to use any of the Indicia, derivative, or any similar mark as, or a part of, a trademark, service mark, trade name, fictitious name, domain name, company or corporate name, a commercial or business activity, or advertising or endorsements anywhere in the world without the express prior written consent of an authorized representative of UAS. Any domain name, trademark or service mark registration obtained or applied for that contains the Indicia or any similar mark upon request shall be assigned or transferred to UAS or its Board of Trustees without compensation.

**1.31 RFP Interpretation**

Interpretation of the wording of this document shall be the responsibility of UAS and that interpretation shall be final.

**1.32 Time is of the Essence**

Respondent and UAS agree that time is of the essence in all respects concerning this RFP and any Contract and performance therein.

**1.33 Formation of the Contract**

At its option, UAS may take either one of the following actions in order to create a Contract between the UA and the selected Respondent:

**A.** Accept a Proposal as written by issuing a written notice to the selected Respondent, which refers to the Request for Proposal and accept the Proposal submitted in response to it.

**B.** Enter negotiations with one or more Respondents in an effort to reach a mutually satisfactory written agreement, which will be executed by all parties and will be based upon this Request for Proposal, the Proposal submitted by one or more Respondents and any negotiations concerning these documents.

Because UAS may use alternative (A) above, each Respondent shall accept the contents of this RFP which will be incorporated into any final Contract documents and will include standard UAS terms and conditions.

If the Respondent submits standard terms and conditions with the bid, and if any section of those terms is in conflict with the laws of the State of Arkansas, the State laws shall govern. Standard terms and conditions submitted may need to be altered to adequately reflect all the conditions of this RFP, the Respondent’s Proposals and Arkansas State law.

Notwithstanding any terms or conditions to the contrary, nothing within the Contractor’s proposal shall constitute a waiver of any immunities to suit legally available to UAS, its trustees, officers, employees or agents, including, but not limited to state and federal constitutional and statutory sovereign immunity of the State of Arkansas and its officials.

**NOTE:** The successful bidder may be required to enter into a State of Arkansas Services Contract that will require approval prior to any work conducted. See the following link for reference:

<https://www.transform.ar.gov/wp-content/uploads/2021/08/Services-Contract-SRV-1-Fillable-Form-V.2.pdf>

(Additional processing time must be allotted if subsequent contract is subject to this requirement).

**1.34 Permits/Licenses and Compliance**

Contractor covenants and agrees that it shall, at its sole expense, procure and keep in effect all necessary permits and licenses required for its performance of obligations under this RFP, and shall post or display in a prominent place such permits and/or notices as required by law. Contractor is responsible for compliance with all applicable laws and regulations, including but not limited to, OSHA requirements as well as any Fair Labor Standards Act requirements pertaining to compensation of Contractors employees or subcontractor (if any) working on the project; further, upon request, Contractor shall provide copies of all such permits or licenses to UAS.

**1.35 Web Site Accessibility**

Respondent represents that web-based services substantially comply with the accessibility guidelines of Section 508 of the Rehabilitation Act of 1973 and with Web Content Accessibility Guidelines (“WCAG”) Version 2.0 Level AA, and agrees to promptly respond to and resolve any accessibility complaints received from UAS.

**1.36 Prohibition Against Boycotting Israel**

In accordance with Ark. Code Ann. § 25-1-503, Respondent hereby certifies to UAS that Respondent: (a) is not currently engaged in a boycott of Israel; and (b) agrees for the duration of any Contract not to engage in any boycott of Israel. A breach of this certification will be considered a material breach of contract. In the event that Respondent breaches this certification, UAS may immediately terminate any Contract without penalty or further obligation and exercise any rights and remedies available to it by law or in equity.

**1.37** **Campus Restrictions**

Contractor shall not permit tobacco, electronic cigarettes, alcohol, or illegal drugs to be used by any of its officers, agents, representatives, employees, subcontractors, licensees, partner organizations, guests or invitees while on the campuses of UAS. Respondents further agrees that it will not permit any of its officers, directors, agents, employees, contractors, subcontractors, licensees, partner organizations, guests or invitees to bring any explosives, firearms or other weapons onto the campuses of UAS, except to the extent expressly permitted by UAS policies and the Arkansas enhanced concealed carry laws. Respondent shall not allow any of its officers, directors, agents, employees, contractors, subcontractors, licensees, partner organizations, guests or invitees that are registered sex offenders to enter the campus of the University. Respondent agrees that it will not permit any of its officers, directors, agents, employees, contractors, subcontractors, licensees, partner organizations, guests or invitees who have been convicted of a felony involving force, violence, or possession or use of illegal drugs to work on the campuses of UAS. Respondent will fully comply with all applicable UAS policies, and federal, state and local laws, ordinances, and regulations.

**1.38 Performance Standards**

Contractor acknowledges that the use of performance-based standards on any resultant Contract by UAS are required pursuant to Arkansas Code Annotated § 19-11-267. Contractor shall provide prompt, responsive, courteous and high-quality products, services and customer service in the performance of its obligations under this RFP and any resulting Contract with UAS. Contractor represents and warrants that it will provide all products and services related to any resulting Contract in a manner consistent with industry standards. In addition, Contractor shall respond to all production, service, maintenance and customer service and support requests in a polite and timely manner. Further, Contractor recognizes that failure to perform hereunder may cause UAS financial or reputational harm or damages or require it to acquire replacement services on short notice.  Therefore, any failure to provide the agreed upon products or services to UAS at the quality, times or in the manner specified, or for the duration required hereunder shall constitute a breach of any Contract between Contractor and UAS subject to termination.

**1.39 Background Checks**

Contractor shall be responsible to obtain and to pay for background checks (including, but not limited to, checks for registered sex offenders) for *all* individuals performing any services related to this RFP on the UAS campuses, whether on a paid or volunteer basis, in a manner requested by UAS and consistent with procedures established by UAS for its background checks. No person may perform any duties or services for Contractor on the UAS campuses under any circumstances whatsoever until a satisfactory background check has been completed for each individual and copies furnished to UAS.

**1.40 Service Expectations**

Contractor and its officers, employees, agents, volunteers, subcontractors and invitees understand that they are working at an institution of higher learning and are required to conduct themselves in a manner that is commensurate with that environment. Contractor, its officers, employees, agents, volunteers, subcontractors and invitees shall do all things reasonably necessary or required by UAS to maintain the high standard of quality and management for the products and services outlined in this RFP and any resulting Contract. Contractor agrees that it shall hire, train, supervise and regulate all persons employed by it in the conduct of the related services so that they are aware of, and practice, standards of cleanliness, courtesy and service required and customarily followed in the conduct of similar operations. Contractor shall not employ any current student-athletes. Contractor shall be responsible for the conduct of its officers, employees, agents, volunteers, subcontractors, vendors, guests and other representatives including, without limitation, training and informing them that violations of UAS policy, theft, violence, profanity, unlawful discrimination, boisterous or rude conduct, intoxication, mishandling funds, and offensive or disrespectful behavior toward UAS trustees, officials, employees, agents, licensees, contractors, subcontractors, vendors, students, alumni and guests is impermissible, will not be tolerated and could result in their removal from UAS’s campuses.

**1.41 No Assignment and Sublicensing**

Respondents may not assign or sublicense any resulting Contract without the prior written consent of an authorized representative of UAS as provided by UAS’s Board of Trustee Policy.

**1.42** **PCI DSS Compliance**

Any third-party service provider utilized by the Contactor that engages in electronic commerce on behalf of the UAS or other services contemplated under this RFP or any resulting Contract with UAS, shall protect all card holder data (“CHD”) and sensitive authentication data (“SAD”) in accordance with the Payment Card Industry Data Security Standard (“PCI DSS”), if applicable, or using secure standard financial industry practices, if PCI DSS standards are not applicable. UAS reserves the right at any time to request either proof of PCI DSS compliance or a certification (from a recognized third-party security auditing firm) verifying that the Contactor (and/or any third-party service provider utilized by the Contactor) uses secure standard financial industry practices in its financial transactions, and maintains ongoing compliance under PCI DSS standards and/or secure financial industry practices as they change over time. The Contactor will comply with all laws, rules and regulations relating to the access, transfer, storage, processing, collection, use, protection and breach of all CHD and SAD. The Contactor shall not share with the University or grant the University access to any CHD or SAD accessed, transferred, stored, processed, collected, used or transacted by the Contactor or any third-party provider utilized by the Contactor related to the purchase, sale, resale, offer to resell, return, credit, or reserving the rights to any services contemplated under the RFP or any resulting Contract with UAS. The Contactor further acknowledges that neither it nor any third-party service provider utilized by the Contactor shall be granted access to UAS’s system in connection with any financial transaction under the Contract, and will not access, transfer, store, process, collect, use or otherwise transmit CHD or SAD using UAS’s systems. The Contactor will provide their Attestation of PCI Compliance and network scans to UAS on an annual basis. The Contactor will give immediate notice to UAS of any actual or suspected unauthorized disclosure of, access to or other breach of the CHD or SAD. The Contactor will indemnify UAS for any third-party claim brought against UAS arising from a breach by the Contactor of the representations or obligations of this section. This section and its indemnity will survive the termination of this RFP and any resulting Contract between Contractor and UAS.

**1.43 INTENTIONALLY OMITTED.**

**1.44 Intergovernmental/Coopertive Use of Competitively Bid Proposals and Contracts**

In accordance with Arkansas Code Annotated § 19-11-249, any State public procurement unit, including any University of Arkansas System campus or unit, may participate in any contract resulting from this solicitation with a participating addendum signed by the contractor and approved by the chief procurement officer of the procurement agency issuing this solicitation.

**1.45 Contract Term and Termination**

The term (“Term”) of any resulting Contract will begin upon date of Contract award.  If mutually agreed upon in writing by the Contractor and UAS, the term shall be for an initial period of three (3) years, with option to renew at the end of the contract term for two (2) additional one-year terms, for a combined total of five (5) years (or 60 months). The UAS may terminate this Agreement without cause, at any time during the Term (including any renewal periods), by giving the other party thirty (30) days advance written notice of termination. Additionally, in the event of non-appropriation of funds necessary to fulfill the terms and conditions of this Agreement during any period of the Term (including any renewal periods), the parties agree that this Agreement shall automatically terminate without notice.

**a)** If at any time the services become unsatisfactory, UAS will give thirty (30) days written notice to the Contractor. If at the end of the thirty (30) day period the services are still deemed unsatisfactory, the Contract shall be cancelled by UAS. Additionally, the Contract may be terminated, without penalty, by UAS without cause by giving thirty (30) days written notice of such termination to Contractor.

**b)** Upon award, the agreement is subject to cancellation, without penalty, either in whole or in part, if funds necessary to fulfill the terms and conditions of this Contract during any biennium period of the Term (including any renewal periods) are not appropriated.

**c)** In no event shall such termination by UAS as provided for under this section give rise to any liability on the part of UAS, its trustees, officers, employees or agents including, but not limited to, claims related to compensation for anticipated profits, lost business opportunities, unabsorbed overhead, misrepresentation, or borrowing. UAS’s sole obligation hereunder is to pay Contractor for services ordered and received prior to the date of termination.

The terms, conditions, representations, and warranties contained in the Contract shall survive the termination of the Contract.

**1.46 Indemnification and Insurance**

The successful Respondent or Contractor shall indemnify, defend, and hold harmless University, its trustees, officers, directors, employees, agents and volunteers from and against any and all losses, costs, expenses, damages, and liabilities resulting from or relating to: (a) any breach by Contractor or Contractor’s members, officers, employees, subcontractors, vendors, and agents of any representation, warranty, or other provision of this RFP, any resulting Contract or any document delivered by Contractor in connection with the products and services contemplated by this RFP; (b) any damage to property or bodily injury, including, but not limited to illness, paralysis, dismemberment and death, arising from or relating to any products or services provided by the Contractor or uses of UAS by Contractor, its officers, employees, agents, volunteers, customers, subcontractors or guests under this RFP or any resulting Contract, or any other activities conducted on the UAS campuses (whether such activity is authorized or unauthorized by UAS); and (c) any act or omission of Contractor or any of its officers, agents, employees, invitees, or subcontractor’s employees and invitees.

The obligation to indemnify UAS shall include, but shall not be limited to, the obligation to pay any and all losses, costs, expenses, attorneys' fees, damages, and liabilities incurred, as well as any attorneys’ fees and court costs (including, but not limited to, any appellate or appellate-related proceedings). At no cost or expense to UAS, UAS’s in-house counsel may participate in any proceedings. The indemnification obligations under this RFP or any resulting Contract shall survive the expiration or termination of such RFP or resulting Contract.

The successful Respondent or Contractor shall purchase and maintain at Contractor’s expense, the following minimum insurance coverage for the period of any Contract. Certificates evidencing the effective dates and amounts of such insurance must be provided to UAS:

* Workers Compensation: As required by the State of Arkansas. Additionally, the Contractor shall maintain Employer's Liability Insurance with a policy limit of not less than $100,000 each accident, $500,000 disease, and $100,000 disease each employee.
* Comprehensive General Liability, with no less than $1,000,000 each occurrence/$2,000,000 aggregate for bodily injury, products liability, contractual liability, and property damage liability.
* Comprehensive Automobile Liability, with no less than combined coverage for bodily injury and property damage of $1,000,000 each occurrence.

Policies shall be issued by an insurance company authorized to do business in the State of Arkansas and shall provide that policy may not be canceled except upon thirty (30) days prior written notice to UAS. Any policy shall cover any vehicle being used in the management, operation, or delivery deriving from Contractor’s operations on UAS’s campuses. Contractor shall also be responsible for payment of workers’ compensation insurance for all Contractor’s employees as required by the State of Arkansas.

Contractor shall furnish UAS with a certificate(s) of insurance effecting coverage required herein. Failure to file certificates or acceptance by UAS of certificates which do not indicate the specific required coverages shall in no way relieve the Contractor from any liability under the Contract, nor shall the insurance requirements be construed to conflict with the obligations of Contractor concerning indemnification. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to UAS, its trustees, officials, employees, agents or volunteers.

Contractor shall, at their sole expense, procure and keep in effect all necessary permits and licenses required for its performance under the Contract, and shall post or display in a prominent place such permits and/or notices as are required by law.

**1.47 Best and Final Offer**

UAS reserves the right to request an official “Best and Final Offer” from bid Respondents if it deems such an approach is in the best interest of the institution.  In general, the “Best and Final Offer” will consist of an updated cost Proposal in addition to an opportunity for the Respondent to submit clarification response to specific questions or opportunities identified in subsequent discussions related to the original Proposal response submitted to UAS. If UAS chooses to invoke a “Best and Final Offer” option, all responses will be re-evaluated by incorporating the information as requested in the official “Best and Final Offer” document, including costs and answers to specific questions presented in the document. The specific format for the official “Best and Final Offer” request will be determined during evaluation discussions.

**INSTRUCTION TO RESPONDENTS**

**1.48** Respondents must comply with all articles of the Standard Terms and Conditions documents posted on the Hogbid website as counterpart to the RFP document, and any associated appendices, as well as all articles within the RFP document. UAS is not responsible for any misinterpretation or misunderstanding of these instructions on the part of the Respondents.

**1.49** Respondents must address each section of the RFP. An interactive version of the RFP document will be posted on the Hogbid website. Respondents can insert Proposals into the document provided, or create their own Proposal document making sure to remain consistent with the numbering and chronological order as listed in our RFP document. Ultimately, Respondents must “acknowledge” each section of our document in their bid Proposal.

In the event that a detailed Proposal is not necessary, the Respondent shall state ACKNOWLEDGED as the response to indicate that the Respondent acknowledges, understands, and fully complies with the specification. If a description is requested, please insert detailed response accordingly. Respondent’s required Proposal should contain sufficient information and detail for UAS to further evaluate the merit of the Respondent’s Proposal. Failure to respond in this format may result in bid disqualification.

**1.****50** Any exceptions to any of the terms, conditions, specifications, protocols, and/or other requirements listed in this RFP must be clearly noted by reference to the page number, section, or other identifying reference in this RFP. All information regarding such exceptions to content or requirements must be noted in the same sequence as its appearance in this RFP.

**1.51** Proposals will be publicly opened at the University System Office. Information regarding access to the Proposal Opening will be posted on HogBid five (5) business days prior to the Opening. All Proposals must be submitted in a sealed envelope with the Proposal number clearly visible on the OUTSIDE of the envelope/package. No responsibility will be attached to any person for the premature opening of a Proposal not properly identified.

**Respondents must submit one (1) signed original, and two (2) soft copies of their Proposal (i.e. CD-ROM or USB Flash drive)** labeled with the Respondent’s name and the Bid Number, readable by UAS, with the documents in Microsoft Windows versions of Microsoft Word, Microsoft Excel, Microsoft Visio, Microsoft PowerPoint, or Adobe PDF formats; other formats are acceptable as long as that format’s viewer is also included or a pointer is provided for downloading it from the Internet. **Proposals must be received at the following location prior to the time and date specified within the timeline of this RFP:**

**University of Arkansas System**

**2404 North University Avenue**

**Little Rock, AR 72207**

**Attn: Steven Wood**

**Assoc VP Employee Benefits and Risk Services**

**NOTE:** No award will be made at bid opening. Only names of Respondents and a preliminary determination of Proposal responsiveness will be made at this time.

**Additional Redacted Copy REQUIRED**

Proprietary information submitted in response to this RFP will be processed in accordance with applicable State of Arkansas procurement law. Documents pertaining to the RFP become the property of UAS and shall be open to public inspection **after** a notice of intent to award is formally announced.

It is the responsibility of the Respondent to identify all proprietary information included in their bid Proposal. The Respondent shall submit one (1) separate electronic copy of the Proposal from which any proprietary information has been removed, i.e., a redacted copy (marked “REDACTED COPY”).  The redacted copy should reflect the same pagination as the original, show the empty space from which information was redacted, and should be submitted on a CD or flash drive, preferably in a PDF format. Except for the redacted information, the redacted copy must be identical to the original hard copy submitted for the bid Proposal to be considered.  The Respondent is responsible for ensuring the redacted copy on CD/flash drive is protected against restoration of redacted data.  The redacted copy may be open to public inspection under the Freedom of Information Act (“FOIA”) without further notice to the Respondent **after** a notice of intent to award is formally announced. If during a subsequent review process the University determines that specific information redacted by the respondent is subject to disclosure under FOIA, the Respondent will be contacted prior to release of the information.

Respondents may deliver their responses either by hand or through U.S. Mail or other available courier services to the address shown above.  **Include the RFP name and number on the outside of each package and/or correspondence related to this RFP.** No call-in, emailed, or faxed Proposals will be accepted. The Respondent remains solely responsible for insuring that its Proposal is received at the time, date, and location specified. UAS assumes no responsibility for any proposal not so received, regardless of whether the delay is caused by the U.S. Postal Service, University Postal Delivery System, or some other act or circumstance. Proposals received after the time specified in this RFP will not be considered. **All Proposals received after the specified time will be returned unopened**.

**1.52** For a Proposal to be considered, an official authorized to bind the Respondent to a resultant Contract must include signature in the blank provided on the cover sheet of the University of Arkansas System Request for Proposal form attached in Section 10.2 of this RFP. Failure to sign the Proposal as required will eliminate it from consideration.

**1.53** All official documents, including Proposals and any responses to this RFP, and correspondence shall be included as part of any resultant Contract.

**1.54** The UAS Purchasing Official reserves the right to award a Contract or reject a Proposal for any or all line items of a bid received as a result of this RFP, if it is in the best interest of UAS to do so. Bid Proposals may be rejected for one or more reasons not limited to the following:

* + - * 1. Failure of the Respondent to submit the bid Proposal(s) and bid Proposal copies as required in this RFP on or before the deadline established by UAS.
        2. Failure of the Respondent to respond to a requirement for oral/written clarification, presentation, or demonstration in the Proposal.
        3. Failure to provide the bid security or performance security if required (this is not required).
        4. Failure to supply Respondent references if required.
        5. Failure to sign an Official Bid Proposal Document.
        6. Failure to complete the Official Bid Price Sheet.
        7. Any wording by the Respondent in their Proposal or any response to this RFP, or in subsequent correspondence, which conflicts with or takes exception to a bid requirement in this RFP.

If the Respondent submits standard terms and conditions with the bid, and if any section of those terms is in conflict with the laws of the State of Arkansas, the State laws shall govern. Standard terms and conditions submitted may need to be altered to adequately reflect all the conditions of this RFP, the Respondent’s Proposals and Arkansas State law.

**1.55** **Important Information**  
Please note the selection will be based upon the expectation that there will be one primary contact representing and communicating to UAS on each benefit program.

Depending upon qualifications submitted, selection may be a function of the qualifications of one (or more) key Account Representative(s).  If, for any reason, the person(s) is no longer available to provide the services required, UAS reserves the right to cancel any agreement subsequent to this RFP and issue another Request for Proposal.  UAS also reserves the right to change any and all Agent of Record designations for any reason whatsoever if deemed in the best interest of UAS.

UAS reserves the right to reject all proposals submitted for any reason whatsoever and waive technicalities, if deemed in the best interest of UAS.

Sections 2 and 3 of this RFP outline instructions for submitting proposals.  These requirements may be modified or waived at UAS’ request.

Exhibit A provides the census as of November 2021. Exhibit B provides the summary plan descriptions for the Medical Plan and for the Flexible Spending Account Plan. Exhibit C summarizes the recent Medical claims experienced by UAS. Exhibit D outlines the Medical providers used.

Section 8 contains a Certification Form to be completed and returned with your proposal submission.

**1.56** **Evaluation Criteria**

A set of minimum standards will apply. These include:

|  |  |  |
| --- | --- | --- |
| **Requirement** | **Confirmed (Yes / No)** | **Comment** |
| 1. **Acceptable Plan Design Provisions**—must be able to match the current coverage levels. |  |  |
| 1. **Acceptable Rate Structure –** the basis used in the quoting of rates, fees or must conform to what is contained in the RFP, firm rates must be quoted – estimates are not acceptable. |  |  |
| 1. **Conformance to Initial Rate Guarantees-**3 years |  |  |
| 1. **Minimum Ratings by Agencies**—must have a rating of Baa by Moody’s, BBB by Fitch and BBB by Standard & Poor’s or other acceptable indication of financial strength. |  |  |
| 1. **Agree to Accept all Current Coverage Amounts on Each Covered Employee**—no currently enrolled employee will lose coverage through the transition. |  |  |
| 1. **Acceptable Account Management & Service Plan**—Named account manager that is professional and agreed upon by System staff with an annual plan designed to support UAS and its campus needs. |  |  |
| 1. **Appropriate licensing** – must be licensed to do business in Arkansas. |  |  |

EVALUATION AND SELECTION PROCESS

It is the intent of the UAS to award a Contract to the Respondent(s) deemed to be the most qualified and responsive firm(s), who submits the best overall Proposal based on an evaluation of all Proposal responses. Selection shall be based on UAS assessment of the Respondent’s ability to provide adequate service, as determined by the evaluation committee elected to evaluate proposals. UAS reserves the right to reject any or all Proposals or any part thereof, to waive informalities, and to accept the Proposal or Proposals deemed most favorable to UAS. Where Contract negotiations with a Respondent do not proceed to an executed Contract within a time deemed reasonable by UAS (for whatever reasons), UAS may reconsider the Proposals of other Respondents and, if appropriate, enter into Contract negotiations with one or more of the other Respondents. Proposals shall remain valid and current for the period of one hundred twenty (120) days after the due date and time for submission of Proposals. Each Medical TPA Proposal will receive a complete evaluation and will be assigned a score of up to 100 points possible based on the following items:

| **Category** | **Weighting** | **Sample of Criteria to be Analyzed** |
| --- | --- | --- |
| Service Pricing and Expected Claim Costs | 30 | 1. ASO Service Fees 2. Duration of Fee Guarantee (increase limit) 3. Implementation Credits and Audit Credits 4. Impact of negotiated provider payments on expected claim costs 5. Discount Guarantees (threshold, fees at risk, risk sharing) |
| Capability and Experience | 10 | 1. Ability to Meet Current Designs 2. Ability to Provide Requested Services 3. Stop loss carrier Interface 4. Experience providing services in Arkansas 5. Size of membership (group customers and covered lives) 6. # of university clients 7. Accreditation (NCQA, URAC) |
| Provider Network | 20 | 1. Inclusion of UAMS as Tier 1 Provider 2. Size of Hospital Network and Network Access Results 3. Size of Primary Care Provider Network and Network Access Results 4. Size of Specialist Provider Network and Network Access Results 5. Type of provider payment models 6. Secondary networks and OON negotiation results |
| Demonstrated Engagement Results for Clinical Program | 5 | 1. Engagement rates in diabetes management 2. Engagement rates in case management, 3. Engagement rates in maternity management |
| Demonstrated Outcomes and ROI for Clinical Programs | 5 | 1. Book of business results for DM, CM, MM and COE 2. Case study examples 3. Studies performed by independent parties 4. Precertification and concurrent review results |
| Service and Account Management | 10 | 1. Account Manager Experience 2. Servicing Team and Plan 3. Monthly large case management calls with UAS 4. Business process integration with Workday 5. Higher Education References 6. Hospital References 7. Performance standards and guarantees 8. Group client retention rates 9. COB and subrogation approaches |
| Participant Experience | 10 | 1. CAHPS Ratings 2. Mobile apps 3. Measures of participant satisfaction and results 4. Cost and quality transparency decision support tools 5. Claim payment performance statistics speed & accuracy 6. Website downtime |
| Financial Stability and Compliance | 10 | 1. Financial Ratings by Agencies 2. HIPAA data breaches and organizational response 3. Approach to No Surprise billing legislation |

Points shall be assigned for the pricing of specific categories of services as follows:

* Cost points will be assigned on the specific component basis for comparison and evaluation purposes.
* The bid with the lowest estimated cost will receive the maximum points possible for this section.
* Remaining bids will receive points in accordance with the following formula:

(a/b)(c) = d

a = lowest cost bid in dollars

b = second (third, fourth, etc.) lowest cost bid

c = maximum points for Cost category (30)

d = number of points allocated to bid

Failure of the Respondent to provide in its proposal any information requested in this RFP may result in disqualification of his/her proposal and shall be the responsibility of Respondent.

**1.57 Service Performance Standards**

|  |  |  |
| --- | --- | --- |
| **Service Criteria** | **Acceptable Performance** | **Compensation / Damages** |
| Adherence to University Requirements | Reference standard terms, conditions and all articles of RFP | **Termination of Contract:** Reference Section 1.45 of RFP. This termination clause will apply for insufficient performance of services by Contractor at the sole discretion of the University of Arkansas System. |
| Scope of Services | Reference Section 1.2 of RFP | **Termination of Contract:** Reference Section 1.45 of RFP. This termination clause will apply for insufficient performance of services by Contractor at the sole discretion of the University of Arkansas System. |
| Specifications, Goals and Deliverables | Reference Sections 3 and 4 of RFP | **Termination of Contract:** Reference Section 1.45 of RFP. This termination clause will apply for insufficient performance of services by Contractor at the sole discretion of the University of Arkansas System. |

# 2 Bidding Instructions and Reference to Standard Terms and Conditions

**2.1**

1. UAS is an entity of the State of Arkansas. As a public employer subject to the State of Arkansas Freedom of Information Act, please mark and separately note/section any information you deem to be proprietary and confidential.
2. **Award or Rejection:** Any award to the RFP will be made to the vendor whose proposal submission is deemed to be in the best interest of the UAS. UAS reserves the right to reject any or all proposals.
3. **Intent to Bid:** Any proposal respondent who receives a copy of the specifications is requested to ***complete and return the Intent to Bid form found in Section 9 via the instructions provided.***
4. **Certification Letter:** Any proposal respondent submitting a proposal must also complete and return the Certification Letter form in ***Section 8.***
5. **Costs for Proposal Preparation:** Any costs incurred by proposal respondents in preparing or submitting proposals are the sole responsibility of the vendor submitting the proposal. After award of the RFP, proposals will not be returned.
6. **Oral Explanations:** UAS will not be bound by oral explanations or instructions given at any time during the competitive process or after the award of the contract.
7. **Time for Acceptance:** The proposal respondent agrees to be bound by its proposal for a period of at least 120 days, during which time UAS and/or Segal may request clarification or correction of the proposal for the purpose of evaluation. Amendments or clarifications shall not affect the remainder of the proposal, but only the portion so amended or clarified. Late proposals will not be accepted.
8. **Eligibility Rules:** The proposal respondent agrees to the specified eligibility rules established for UAS. Modifications to the eligibility rules will not be considered.
9. **Maintenance and Ownership of Records:** The successful proposal respondent will be required to maintain all pertinent records for seven (7) years. This is in conjunction with prudent business practices. The successful bidder would be charged with the safekeeping of plan experience information and, in the event of contract termination, would be required to cooperate with UAS, or its representative, in the orderly transfer of this plan experience information to UAS or its designated succeeding health plan/carrier.
10. **Right to Audit**: UAS reserves the right to review and audit the vendor’s files and financial accounting data to assure that claims subject to each proposed coverage are processed in accordance with the plan provisions. Additionally, UAS may conduct regular and diligent internal audits to monitor quality. The proposal respondent should communicate the findings of these audits and similar QA procedures to UAS no less frequently than semi-annually. In addition, the respondent agrees to cooperate with any outside audit firm UAS selects to perform a claim administration audit. This might include the provision of space and system terminals for a reasonable period of time to accomplish audit objectives.
11. Once each year, or more frequently as reasonably determined by UAS, or within two (2) years following termination of this Agreement, UAS’s third party Auditor(s) (“Auditor”), as reasonably approved by Vendor (which approval shall not be unreasonably withheld), may inspect and verify claim data, eligibility, billing records, pricing discounts and terms, claims adjudication systems, healthcare benefits, clinical programs, subcontracted administrative services directly related to UAS’s Participant utilization and services, performance guarantees, and operational processes relating to the services provided to UAS pursuant to this Agreement to ensure Vendor’s compliance with the terms and conditions of this Agreement, as UAS deems appropriate.
12. Bidder agrees to grant the right of UAS or its representative(s) to audit claims at any time during and up to two years following termination of the business relationship with prior written notification.  UAS will have access to 100% of all valid claim records to complete the audit at no cost to the plan sponsor. Bidder agrees to provide all necessary claims details, data definitions and reasonable support to complete an independent claim audit for each completed year under the contract in effect. UAS will not be held responsible for time or miscellaneous costs incurred by the bidder in association with an audit including, but not limited to, the costs associated with providing audit reports, systems access, or onsite space.
13. Such audits may be based on either a 100% review of claims or a statistically representative sample thereof, or combination of methodologies. Auditor’s preliminary findings will be shared with Vendor. Any findings from a statistically representative sample of claims will be extrapolated to the total claims population for purposes of measuring overall financial dollar and incidence processing achievements; Vendor will produce financial impact reports for confirmed systemic errors. In the instance where Auditor has reviewed 100% of claims and identified suspect claims, Vendor may elect to review a mutually-agreed upon representative sample of the suspect claims.
14. The audit may include an onsite review of the sample claims by the Auditor at Vendor’s office. The Auditor will provide Vendor with the sample claims thirty (30) calendar days in advance of the onsite review. The onsite review will last up to five (5) business days.
15. The scope of such audits may include up to three (3) benefit plan years as determined by UAS.
16. Any and all costs and expenses of each party associated with UAS’s audit shall be borne by the party incurring the cost. The parties agree that the scope of audits by UAS or Auditor will not be duplicative of the SSAE-18 audit, but may include inspection and/or verification of certain information provided in the SSAE-18 audits to the extent necessary to give a more thorough understanding of and support for such information. Audit materials or documentation provided by Vendor will be confined to client-specific information.
17. If the audit discovers any validated overpayment of fees or claim payments by Vendor or other errors that result in economic losses to the client for failure to meet all vendor guarantees or performance standards, then Vendor shall pay the amount owed to UAS following completion of the audit, within 30 days of written confirmation from UAS as to the agreed upon settlement terms and amounts.
18. **Variance Provisions:** Any provisions, references, or guidelines relating to reevaluation (rate increase only) of proposal rates due to variation in enrollment in the plan should not be included as a condition of your proposal.
19. **Termination Provisions:** UAS may terminate the contract at any time by giving 30 days written notice. The successful proposal respondent may only terminate the contract prior to the date rates renew by giving notice 120 days in advance, except in the event of non-payment of premium.
20. **Effective Date and Plan Anniversary:** January 1, 2023 is the proposed effective date and anniversary dates will be consistent with the calendar year.
21. **Exceptions:** Any exceptions to terms, conditions, or other requirements in any part of these specifications must be clearly pointed out in the appropriate section of the proposal. Otherwise, it will be considered that all items offered are in strict compliance with the specifications of this RFP.
22. **Vendor Representative:** The proposal must be signed by a legal representative of the bidding firm, who is authorized to bind the firm to a contract in the event of award. All premiums, fees and terms presented will be considered legally binding.
23. **General Compliance:** All bidder services must adhere to relevant federal and state laws and regulations.
24. **Implementation:** The successful bidder must be able and fully committed to support UAS with all aspects of the installation process. To this end, your proposal must include a detailed implementation timetable and key task checklist should your company be awarded the RFP.
25. **Confidentiality:** Segal requests this document be kept in strictest confidence, and it is only under adherence to this request that we are delivering this document to prospective bidders. This document may be shared only within your organization for purposes of preparing your proposal response. As such, this document may not be copied or reproduced without prior written consent for other purposes and will not be disclosed to third parties to whom the UAS has not previously consented.

Segal assumes all proposals submitted adhere to the preceding conditions, unless otherwise noted in your proposal response.  Failure to meet any of these conditions may result in disqualification of proposal responses.  This Request for Proposal (RFP) and your proposal submission, including all subsequent documents provided during this RFP process, will become the contract between the parties until replaced by a final written contract approved and signed by both parties.

# 3 Proposal Requirements for All Benefits

**3.1** Please review the following instruction and conditions and note any conditions where your proposal deviates from the conditions.

1. **“Premium Rates” and Employee Contributions.** Medical plan premium rates are consistent across UAS. Employee contributions for medical coverage vary by campus, by family coverage category and by employment status. Detailed information is available on the UAS benefits website.
2. **Guarantees.** Fees for all coverages must be guaranteed for a minimum of three years.
3. Fees quoted must be valid for 120 days after receipt of quote.
4. List services not covered under the fees quoted (e.g., custom reports, etc.).
5. Identify separately any start-up or implementation costs.
6. **New Rate Classes.** If rates/fees are subject to change if the benefit plan is restructured or new classes of employees are added, detail how they may change along with any additional charges.
7. **Implementation.** Plan implementation must be guaranteed immediately upon notification.
8. **Pandemic Exclusions.** Ideally, there will be no exclusions for pandemics. Any such exclusions must be identified in the bidder response.
9. **Renewal Notice.** The bidder must provide any rate changes in writing with full justification at least 180 days prior to a contract anniversary date. The long lead-time is required due to the annual budget pricing, communications, and administration requirements associated with the UAS benefit program.

Segal assumes all submitted bids adhere to the preceding conditions, unless otherwise noted in the proposal submission.  Failure to meet any of these conditions may result in disqualification of the proposal submission.  This Request for Proposal (RFP) and your response, including all subsequent documents provided during this RFP process, will become the contract between the parties, until replaced by a final written contract signed by both parties.

# 4 General Questionnaire Applicable to All Proposals

In order for your proposal to be considered and accepted, your organization must provide answers to the questions presented in this section. Each question must be answered specifically and in detail. Do not make reference to a prior response, or to your contract, unless the question involved specifically provides such an option.

If your proposal is different in any way (whether more or less favorable) from that indicated in this RFP, clearly indicate where. If you do not, the submission of your proposal will be deemed a certification that you will comply in every respect with the requirements set forth in this RFP.

4.1 Organization and Ownership

4.1.1 State your organization's legal name, address and state of incorporation.

*Unlimited.*

4.1.2 Provide a description of your organization's core activities.

*Unlimited.*

4.1.3 How long has your organization been operational?

*Unlimited.*

4.1.4 How long has your organization been licensed to operate in Arkansas?

*Unlimited.*

4.1.5 Has your organization acquired, been acquired by, or merged with another organization in the past 24 months? If yes, please explain.

*Single, Radio group.*  
1: Yes, explain: [Unlimited],  
2: No

4.1.6 Provide the address of the principal office that will provide services to UAS. In addition, indicate the person(s) who would be the representative(s)/liaison(s), specifically stating their number of years with your organization and their level of experience.

*Unlimited.*

4.2 Critical Events

4.2.1 Have you had a reportable or a reported event related to breaches of your systems and/or breaches where individual information has been compromised?

*Single, Radio group.*  
1: Yes, please explain: [Unlimited],  
2: No

4.2.2 If your organization has experienced a security breach, describe the breach and how your organization achieved resolution.

*500 words.*

4.2.3 Do you have a system and data file backup policy? If yes, please outline. Does it include off-site storage? Describe your disaster recovery program and business resumption strategy.

*Single, Radio group.*  
1: Yes, explain: [Unlimited] ,  
2: No

4.2.4 Does your organization maintain cyber liability insurance covering your organization and your clients in the event of a data breach or compromise of computer system integrity?

*Single, Radio group.*  
1: Yes, please explain: [Unlimited],  
2: No

4.3 Contractual

4.3.1 UAS will require acceptance of all contracting conditions as described in the RFP document. Will you agree to this provision?

*Unlimited.*

4.3.2 UAS will require no less than 60-day advance notice of changes in practices, affiliations or staffing. Will you agree to this provision?

*Unlimited.*

4.3.3 Describe any termination provisions in your contract if UAS drops below any minimum required participation levels.

*Unlimited.*

4.3.4 Please describe any limitations or exclusions in your contracts as a result of the COVID-19 pandemic.

*Unlimited.*

4.3.5 Provide a sample of the contract you would ask the client to sign, in the event your organization is selected to provide the services outlined in the RFP.

*Single, Pull-down list.*  
1: Attached  
2: Not provided

4.3.6. Please indicate any provisions in your organization’s proposal that deviate from the specifications included in this letter. Otherwise, we will assume that your organization’s proposal complies with all outlined specifications.

*Unlimited.*

4.3.7 Please describe your company’s policies and procedures regarding uncashed checks.

*Unlimited.*

4.4 Financial Guarantees

4.4.1 Fees quoted must be valid for 120 days after receipt of quote.

*Single, Pull-down list.*  
1: Yes  
2: No

4.4.2 Confirm that your administrative fees quoted are guaranteed for at least 3 years.

*Single, Pull-down list.*  
1: Yes  
2: No

4.4.3 After the initial guarantee period, confirm that your administrative fees quoted are guaranteed for each succeeding full twelve-month period?

*Single, Pull-down list.*  
1: Yes  
2: No

4.4.4 Confirm that your administrative fees will be billed beginning in January 2023 and not earlier.

*Unlimited.*

4.4.5 Vendor initiated cancellation of the contract without cause before the fee guarantee has ended is not acceptable. Do you agree to include this provision in your contract?

*Unlimited.*

4.4.6 Are you willing to provide 180 days' notice for any change in fees and guarantees?

*Single, Pull-down list.*  
1: Yes  
2: No

4.4.7 When are administrative fees due and what is the grace period for payment of administrative fees under your policy? If administrative fee is paid subsequently, is a penalty and/or interest charge assessed? If yes, explain in detail.

*Single, Radio group.*  
1: Yes, please explain: [Unlimited],  
2: No

4.4.8 Would you transfer enrollment data, claim information and other administrative records to any carrier/TPA who replaced you at no charge?

*Single, Radio group.*  
1: Yes, explain: [ Unlimited ] ,  
2: No

4.5 Account and Member Services

4.5.1 Please identify the Account team, titles, credentials and the years of service for each team member that would serve UAS.

*Unlimited.*

4.5.2 Please include a brief professional biography of the lead account representative to UAS.

*Unlimited.*

4.5.3 Please confirm that you will be able to successfully implement the University's program effective January 1, 2023.

*Unlimited.*

4.5.4 Will you agree to guarantee complete implementation within 150 days of being awarded the contract? What is the minimum amount of time recommended to ensure a clean transition into the proposed program?

*Single, Radio group.*  
1: Yes, explain: [ Unlimited ] ,  
2: No

 4.5.5 UAS reserves the right to accept or decline the assigned account management personnel as well as other key staff designated for its program both initially and in future contract years. Confirm your acceptance of this requirement.

*Single, Pull-down list.*  
1: Confirmed,  
2: Not Confirmed

4.6 Measuring Satisfaction

4.6.1 What methods does your organization use to measure employer satisfaction? What are your firm's most recent customer satisfaction results?

*Unlimited.*

4.6.2 What methods does your organization use to measure member satisfaction? Do you use a Net Promoter Score measurement? What are your firm's most recent member satisfaction results?

*Unlimited.*

**4.7 References**

4.7.1Please provide as references the names, location, email addresses and telephone numbers of three Universities that currently use your organization.

*Unlimited.*

4.7.2 Please provide as references the names, location, email addresses and telephone numbers of three hospitals or academic medical centers that currently use your organization.

*Unlimited.*

# 5. Core Medical TPA and Provider Network Services

## 5.1 General Items

5.1.1 Which of the following sets of services are you quoting?

*Single, Radio group.*

1. Medical TPA quote without any carve-out services proposed

2. Medical TPA quote with carve-out services proposed

3. Medical TPA quote without any carve-out services proposed and Benefit Administration services

4. Medical TPA quote with carve-out services proposed and Benefit Administration services

5.1.2 Provide the total national membership (# of covered employees, # of employer clients, # of University clients and # of hospital clients) that receives fully insured medical or self-funded medical administration services from your organization and indicate how many of these are in Arkansas.

|  |  |  |
| --- | --- | --- |
|  | **Nationwide** | **Arkansas** |
| Total number of covered employees | *Integer.* | *Integer.* |
| Total number of employer clients | Integer. | *Integer.* |
| Total number of University clients | Integer. | *Integer.* |
| Total number of  Hospital clients | Integer. | *Integer.* |

5.1.3 Please complete the following table on client retention rates (Group Accounts Only):

|  |  |  |  |
| --- | --- | --- | --- |
|  | **2020** | **2019** | **2018** |
| Client Retention Rates | *Percent.* | *Percent.* | *Percent.* |

5.1.4 Indicate in the following table your most current ratings based on claims paying ability:

|  |  |  |
| --- | --- | --- |
| **Independent Rating Agency** | **Rating** | **Date** |
| A.M. Best | *10 words.* | *To the day.* |
| Standard & Poor | *10 words.* | *To the day.* |
| Moody’s | *10 words.* | *To the day.* |
| Fitch | *10 words.* | *To the day.* |

5.1.5 Has there been any change in your ratings in the last two years? If yes, explain the nature and reason(s) for the change.

*Single, Radio group.*  
1: Yes, explain: [Unlimited],  
2: No

5.1.6 If not rated by any of the above agencies, please provide a copy of your audited income statement from 2019 and 2020. Are you submitting an attachment?

*Single, Radio group.*  
1: Yes  
2: No, explain: [Unlimited],

5.1.7 Are the health plans that you are proposing in Arkansas accredited by NCQA? If so, what is your accreditation status with NCQA?

*Single, Radio group.*  
1: Yes, explain: [ Unlimited ] ,  
2: No

5.1.8 Are the case management and utilization management services URAC accredited? If so, what is your accreditation status with URAC?

*Single, Radio group.*  
1: Yes, explain: [ Unlimited ] ,  
2: No

5.1.9 Please provide your organization's most recent Consumer Assessment of Healthcare Providers and Systems (CAHPS) scores in the following tables:

|  |  |
| --- | --- |
|  | **Your Organization’s Score** |
| **Access:  Getting Needed Care In the Last 12 Months** |  |
| How often was it easy to get an appointment with specialists | *10 words.* |
| How often was it easy to get the care, tests, or treatment you thought you needed through your health plan | *10 words.* |
| **Access:   Getting Care Quickly In the Last 12 Months** |  |
| When you needed care right away, how often did you get care as soon as you thought you needed? | *10 words.* |
| Not counting the times you needed care right away, how often did you get an appointment for your health care at a doctor’s office or clinic as soon as you thought you needed? | *10 words.* |
| **How Well Doctor’s Communicate in the Last 12 Months** |  |
| How often did your personal doctor explain things in a way that was easy to understand? | *10 words.* |
| How often did your personal doctor listen carefully to you? | *10 words.* |
| How often did your personal doctor show respect for what you had to say? | *10 words.* |
| How often did your personal doctor spend enough time with you? | *10 words.* |
| **Health Plan Customer Service in the Last 12 Months** |  |
| How often did your health plan’s customer service give you the information or help you needed? | *10 words.* |
| How often did your health plan’s customer service staff treat you with courtesy and respect? | *10 words.* |

5.1.10 How can University participants and administrators access and identify your organization's hospital quality and cost-efficiency ratings?

*Unlimited.*

5.1.11 Does your organization employ a transparency model whereby participants can research pricing and quality outcomes for procedures performed at network providers?

*Single, Radio group.*  
1: Yes, explain: [ Unlimited ] ,  
2: No

## 5.2 Network Size and Access

5.2.1 Is your organization in compliance with Arkansas Insurance Department-Rule 106?

*Single, Pull-down list.*  
1: Confirmed,  
2: Not Confirmed describe: [ 500 words ],

5.2.2 Please indicate the number of network providers in the Metropolitan Statistical Areas (MSA) and other areas shown below.

**Acute Care Hospitals** are defined as facilities providing a level of health care in which a patient is treated for a brief but severe episode of illness, for conditions that are the result of disease or trauma, and during recovery from surgery.

**Primary Care Physician** should include only Internal Medicine, Family Practice, General Practice, OB-GYNs and Pediatricians.

**Specialists** should include the following Allergy and Immunology, Anesthesiology, Colon and Rectal Surgery, Dermatology, Emergency Medicine, Medical Genetics and Genomics, Neurological Surgery, Neurology, Neurology with Special Qualification in Child Neurology, Nuclear Medicine, Ophthalmology, Orthopedic Surgery, Otolaryngology, Pathology, Physical Medicine and Rehabilitation, Plastic Surgery, Preventive Medicine, Radiology, Surgery (General Surgery), Thoracic Surgery, and Urology.

| **Geographic Area** | **Acute Care Hospitals** | **Primary Care Physicians** | **Specialists** |
| --- | --- | --- | --- |
| Little Rock-North Little Rock-Conway, AR MSA | *Integer.* | *Integer.* | *Integer.* |
| Fayetteville-Springdale-Rogers, AR MSA | *Integer.* | *Integer.* | *Integer.* |
| Fort Smith, AR-OK Metropolitan Statistical Area | Integer. | Integer. | Integer. |
| Jonesboro, AR MSA | *Integer.* | *Integer.* | *Integer.* |
| Hot Springs, AR MSA | *Integer.* | *Integer.* | *Integer.* |
| Pine Bluff, AR MSA | *Integer.* | *Integer.* | *Integer.* |
| All other areas in Arkansas not included in a MSA | *Integer.* | *Integer.* | *Integer.* |
| Statewide in Arkansas | *Integer.* | *Integer.* | *Integer.* |

Exhibit A provides a full census and summarizes the number of University participants by zip code. Please complete the following tables which will show the number of participants that have access to network providers within the indicated parameters. Do not include remote, telemedicine providers (this list should include access to in person provider visits).

**5.2.3 Geographic Area: All Employees in Census**

|  |  | **Target Standard** | | | **Rule 106 Standard** | | |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **Total # of EEs** | **Provider Type** | **# of providers  within area** | **Mileage from Home** | **# of EEs within Access Standard** | **# of providers  within area** | **Mileage from Home** | **# of EEs within Access Standard** |
| *Integer.* | Primary Care Physician | 3 | 10 miles | Integer. | 1 | 30 | Integer. |
| *Integer.* | Pediatrician | 3 | 10 miles | Integer. | 1 | 30 | Integer. |
| *Integer.* | OB/GYN | 3 | 10 miles | Integer. | 1 | 30 | Integer. |
| *Integer.* | Specialists | 3 | 10 miles | Integer. | 1 | 60 | Integer. |
| *Integer.* | Psychologists | 3 | 10 miles | Integer. | 1 | 60 | Integer. |
| *Integer.* | Psychiatrists | 3 | 10 miles | Integer. | 1 | 60 | Integer. |
| *Integer.* | LCSW | 3 | 10 miles | Integer. | 1 | 60 | Integer. |
| *Integer.* | Hospitals - Acute Care | 1 | 10 miles | Integer. | 1 | 30 | Integer. |
| *Integer.* | Hospitals - Mental Health | 1 | 10 miles | Integer. | 1 | 60 | Integer. |
| *Integer.* | Skilled Nursing Facilities | 1 | 10 miles | Integer. | 1 | 60 | Integer. |

**5.2.4 Geographic Area: Little Rock-North Little Rock-Conway, AR MSA**

|  |  | **Target Standard** | | | **Rule 106 Standard** | | |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **Total # of EEs** | **Provider Type** | **# of providers  within area** | **Mileage from Home** | **# of EEs within Access Standard** | **# of providers  within area** | **Mileage from Home** | **# of EEs within Access Standard** |
| *Integer.* | Primary Care Physician | 3 | 10 miles | Integer. | 1 | 30 | Integer. |
| *Integer.* | Pediatrician | 3 | 10 miles | Integer. | 1 | 30 | Integer. |
| *Integer.* | OB/GYN | 3 | 10 miles | Integer. | 1 | 30 | Integer. |
| *Integer.* | Specialists | 3 | 10 miles | Integer. | 1 | 60 | Integer. |
| *Integer.* | Psychologists | 3 | 10 miles | Integer. | 1 | 60 | Integer. |
| *Integer.* | Psychiatrists | 3 | 10 miles | Integer. | 1 | 60 | Integer. |
| *Integer.* | LCSW | 3 | 10 miles | Integer. | 1 | 60 | Integer. |
| *Integer.* | Hospitals - Acute Care | 1 | 10 miles | Integer. | 1 | 30 | Integer. |
| *Integer.* | Hospitals - Mental Health | 1 | 10 miles | Integer. | 1 | 60 | Integer. |
| *Integer.* | Skilled Nursing Facilities | 1 | 10 miles | Integer. | 1 | 60 | Integer. |

**5.2.5 Geographic Area: Fayetteville-Springdale-Rogers, AR MSA**

|  |  | **Target Standard** | | | **Rule 106 Standard** | | |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **Total # of EEs** | **Provider Type** | **# of providers  within area** | **Mileage from Home** | **# of EEs within Access Standard** | **# of providers  within area** | **Mileage from Home** | **# of EEs within Access Standard** |
| *Integer.* | Primary Care Physician | 3 | 10 miles | Integer. | 1 | 30 | Integer. |
| *Integer.* | Pediatrician | 3 | 10 miles | Integer. | 1 | 30 | Integer. |
| *Integer.* | OB/GYN | 3 | 10 miles | Integer. | 1 | 30 | Integer. |
| *Integer.* | Specialists | 3 | 10 miles | Integer. | 1 | 60 | Integer. |
| *Integer.* | Psychologists | 3 | 10 miles | Integer. | 1 | 60 | Integer. |
| *Integer.* | Psychiatrists | 3 | 10 miles | Integer. | 1 | 60 | Integer. |
| *Integer.* | LCSW | 3 | 10 miles | Integer. | 1 | 60 | Integer. |
| *Integer.* | Hospitals - Acute Care | 1 | 10 miles | Integer. | 1 | 30 | Integer. |
| *Integer.* | Hospitals - Mental Health | 1 | 10 miles | Integer. | 1 | 60 | Integer. |
| *Integer.* | Skilled Nursing Facilities | 1 | 10 miles | Integer. | 1 | 60 | Integer. |

**5.2.6 Geographic Area: Fort Smith, AR-OK Metropolitan Statistical Area**

|  |  | **Target Standard** | | | **Rule 106 Standard** | | |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **Total # of EEs** | **Provider Type** | **# of providers  within area** | **Mileage from Home** | **# of EEs within Access Standard** | **# of providers  within area** | **Mileage from Home** | **# of EEs within Access Standard** |
| *Integer.* | Primary Care Physician | 3 | 10 miles | Integer. | 1 | 30 | Integer. |
| *Integer.* | Pediatrician | 3 | 10 miles | Integer. | 1 | 30 | Integer. |
| *Integer.* | OB/GYN | 3 | 10 miles | Integer. | 1 | 30 | Integer. |
| *Integer.* | Specialists | 3 | 10 miles | Integer. | 1 | 60 | Integer. |
| *Integer.* | Psychologists | 3 | 10 miles | Integer. | 1 | 60 | Integer. |
| *Integer.* | Psychiatrists | 3 | 10 miles | Integer. | 1 | 60 | Integer. |
| *Integer.* | LCSW | 3 | 10 miles | Integer. | 1 | 60 | Integer. |
| *Integer.* | Hospitals - Acute Care | 1 | 10 miles | Integer. | 1 | 30 | Integer. |
| *Integer.* | Hospitals - Mental Health | 1 | 10 miles | Integer. | 1 | 60 | Integer. |
| *Integer.* | Skilled Nursing Facilities | 1 | 10 miles | Integer. | 1 | 60 | Integer. |

**5.2.7 Geographic Area: Jonesboro, AR MSA**

|  |  | **Target Standard** | | | **Rule 106 Standard** | | |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **Total # of EEs** | **Provider Type** | **# of providers  within area** | **Mileage from Home** | **# of EEs within Access Standard** | **# of providers  within area** | **Mileage from Home** | **# of EEs within Access Standard** |
| *Integer.* | Primary Care Physician | 3 | 10 miles | Integer. | 1 | 30 | Integer. |
| *Integer.* | Pediatrician | 3 | 10 miles | Integer. | 1 | 30 | Integer. |
| *Integer.* | OB/GYN | 3 | 10 miles | Integer. | 1 | 30 | Integer. |
| *Integer.* | Specialists | 3 | 10 miles | Integer. | 1 | 60 | Integer. |
| *Integer.* | Psychologists | 3 | 10 miles | Integer. | 1 | 60 | Integer. |
| *Integer.* | Psychiatrists | 3 | 10 miles | Integer. | 1 | 60 | Integer. |
| *Integer.* | LCSW | 3 | 10 miles | Integer. | 1 | 60 | Integer. |
| *Integer.* | Hospitals - Acute Care | 1 | 10 miles | Integer. | 1 | 30 | Integer. |
| *Integer.* | Hospitals - Mental Health | 1 | 10 miles | Integer. | 1 | 60 | Integer. |
| *Integer.* | Skilled Nursing Facilities | 1 | 10 miles | Integer. | 1 | 60 | Integer. |

**5.2.8 Geographic Area: Hot Springs, AR MSA**

|  |  | **Target Standard** | | | **Rule 106 Standard** | | |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **Total # of EEs** | **Provider Type** | **# of providers  within area** | **Mileage from Home** | **# of EEs within Access Standard** | **# of providers  within area** | **Mileage from Home** | **# of EEs within Access Standard** |
| *Integer.* | Primary Care Physician | 3 | 10 miles | Integer. | 1 | 30 | Integer. |
| *Integer.* | Pediatrician | 3 | 10 miles | Integer. | 1 | 30 | Integer. |
| *Integer.* | OB/GYN | 3 | 10 miles | Integer. | 1 | 30 | Integer. |
| *Integer.* | Specialists | 3 | 10 miles | Integer. | 1 | 60 | Integer. |
| *Integer.* | Psychologists | 3 | 10 miles | Integer. | 1 | 60 | Integer. |
| *Integer.* | Psychiatrists | 3 | 10 miles | Integer. | 1 | 60 | Integer. |
| *Integer.* | LCSW | 3 | 10 miles | Integer. | 1 | 60 | Integer. |
| *Integer.* | Hospitals - Acute Care | 1 | 10 miles | Integer. | 1 | 30 | Integer. |
| *Integer.* | Hospitals - Mental Health | 1 | 10 miles | Integer. | 1 | 60 | Integer. |
| *Integer.* | Skilled Nursing Facilities | 1 | 10 miles | Integer. | 1 | 60 | Integer. |

**5.2.9 Geographic Area: Pine Bluff, AR MSA**

|  |  | **Target Standard** | | | **Rule 106 Standard** | | |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **Total # of EEs** | **Provider Type** | **# of providers  within area** | **Mileage from Home** | **# of EEs within Access Standard** | **# of providers  within area** | **Mileage from Home** | **# of EEs within Access Standard** |
| *Integer.* | Primary Care Physician | 3 | 10 miles | Integer. | 1 | 30 | Integer. |
| *Integer.* | Pediatrician | 3 | 10 miles | Integer. | 1 | 30 | Integer. |
| *Integer.* | OB/GYN | 3 | 10 miles | Integer. | 1 | 30 | Integer. |
| *Integer.* | Specialists | 3 | 10 miles | Integer. | 1 | 60 | Integer. |
| *Integer.* | Psychologists | 3 | 10 miles | Integer. | 1 | 60 | Integer. |
| *Integer.* | Psychiatrists | 3 | 10 miles | Integer. | 1 | 60 | Integer. |
| *Integer.* | LCSW | 3 | 10 miles | Integer. | 1 | 60 | Integer. |
| *Integer.* | Hospitals - Acute Care | 1 | 10 miles | Integer. | 1 | 30 | Integer. |
| *Integer.* | Hospitals - Mental Health | 1 | 10 miles | Integer. | 1 | 60 | Integer. |
| *Integer.* | Skilled Nursing Facilities | 1 | 10 miles | Integer. | 1 | 60 | Integer. |

**5.2.10 Geographic Area: All other areas in Arkansas not included in a MSA**

|  |  | **Target Standard** | | | **Rule 106 Standard** | | |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **Total # of EEs** | **Provider Type** | **# of providers  within area** | **Mileage from Home** | **# of EEs within Access Standard** | **# of providers  within area** | **Mileage from Home** | **# of EEs within Access Standard** |
| *Integer.* | Primary Care Physician | 3 | 10 miles | Integer. | 1 | 30 | Integer. |
| *Integer.* | Pediatrician | 3 | 10 miles | Integer. | 1 | 30 | Integer. |
| *Integer.* | OB/GYN | 3 | 10 miles | Integer. | 1 | 30 | Integer. |
| *Integer.* | Specialists | 3 | 10 miles | Integer. | 1 | 60 | Integer. |
| *Integer.* | Psychologists | 3 | 10 miles | Integer. | 1 | 60 | Integer. |
| *Integer.* | Psychiatrists | 3 | 10 miles | Integer. | 1 | 60 | Integer. |
| *Integer.* | LCSW | 3 | 10 miles | Integer. | 1 | 60 | Integer. |
| *Integer.* | Hospitals - Acute Care | 1 | 10 miles | Integer. | 1 | 30 | Integer. |
| *Integer.* | Hospitals - Mental Health | 1 | 10 miles | Integer. | 1 | 60 | Integer. |
| *Integer.* | Skilled Nursing Facilities | 1 | 10 miles | Integer. | 1 | 60 | Integer. |

**5.2.11 Geographic Area: Statewide in Arkansas**

|  |  | **Target Standard** | | | **Rule 106 Standard** | | |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **Total # of EEs** | **Provider Type** | **# of providers  within area** | **Mileage from Home** | **# of EEs within Access Standard** | **# of providers  within area** | **Mileage from Home** | **# of EEs within Access Standard** |
| *Integer.* | Primary Care Physician | 3 | 10 miles | Integer. | 1 | 30 | Integer. |
| *Integer.* | Pediatrician | 3 | 10 miles | Integer. | 1 | 30 | Integer. |
| *Integer.* | OB/GYN | 3 | 10 miles | Integer. | 1 | 30 | Integer. |
| *Integer.* | Specialists | 3 | 10 miles | Integer. | 1 | 60 | Integer. |
| *Integer.* | Psychologists | 3 | 10 miles | Integer. | 1 | 60 | Integer. |
| *Integer.* | Psychiatrists | 3 | 10 miles | Integer. | 1 | 60 | Integer. |
| *Integer.* | LCSW | 3 | 10 miles | Integer. | 1 | 60 | Integer. |
| *Integer.* | Hospitals - Acute Care | 1 | 10 miles | Integer. | 1 | 30 | Integer. |
| *Integer.* | Hospitals - Mental Health | 1 | 10 miles | Integer. | 1 | 60 | Integer. |
| *Integer.* | Skilled Nursing Facilities | 1 | 10 miles | Integer. | 1 | 60 | Integer. |

**5.2.12 Geographic Area: Employees Living Outside of Arkansas**

|  |  | **Target Standard** | | | **Rule 106 Standard** | | |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **Total # of EEs** | **Provider Type** | **# of providers  within area** | **Mileage from Home** | **# of EEs within Access Standard** | **# of providers  within area** | **Mileage from Home** | **# of EEs within Access Standard** |
| *Integer.* | Primary Care Physician | 3 | 10 miles | Integer. | 1 | 30 | Integer. |
| *Integer.* | Pediatrician | 3 | 10 miles | Integer. | 1 | 30 | Integer. |
| *Integer.* | OB/GYN | 3 | 10 miles | Integer. | 1 | 30 | Integer. |
| *Integer.* | Specialists | 3 | 10 miles | Integer. | 1 | 60 | Integer. |
| *Integer.* | Psychologists | 3 | 10 miles | Integer. | 1 | 60 | Integer. |
| *Integer.* | Psychiatrists | 3 | 10 miles | Integer. | 1 | 60 | Integer. |
| *Integer.* | LCSW | 3 | 10 miles | Integer. | 1 | 60 | Integer. |
| *Integer.* | Hospitals - Acute Care | 1 | 10 miles | Integer. | 1 | 30 | Integer. |
| *Integer.* | Hospitals - Mental Health | 1 | 10 miles | Integer. | 1 | 60 | Integer. |
| *Integer.* | Skilled Nursing Facilities | 1 | 10 miles | Integer. | 1 | 60 | Integer. |

## 5.3 Network Management

5.3.1 Please provide the length of time that the EPO or PPO has been in operation in Arkansas and surrounding areas.

*100 words*

5.3.2 In Arkansas, how do your EPO and PPO networks compare:

*Single, Radio group.*  
1: Same in-network providers and same negotiated rates  
2: Same in-network providers and different negotiated rates  
3: Different in-network providers and different negotiated rates

5.3.3 Does your organization have any smaller, high-performing networks operating in Arkansas? If so, how are they determined?

*Single, Radio group.*  
1: Yes, explain: [ Unlimited ] ,  
2: No

5.3.4 Confirm that you will maintain an accurate online directory to which UAS members may refer.

*Single, Radio group.*  
1: Confirmed, describe: [ 500 words ],  
2: Not Confirmed

5.3.5 How often is your online directory updated?

*Single, Pull-down list.*

Twice Daily or more often

Daily

Weekly

Bi-weekly

Monthly

Less frequent

5.3.6 Is your provider directory available to the general public on your website or does a member have to log in with the member's log-on and password to access?

*Single, Pull-down list.*  
1: Available to the general public,  
2: Log-on and password

5.3.7 Confirm that the member can find a provider by calling the Customer Service line.

*Single, Pull-down list.*  
1: Confirmed,  
2: Not Confirmed

5.3.8 Do you wholly own, partially own or lease your network?

*Single, Pull-down list.*  
1: Wholly own,  
2: Partially own,  
3: Lease

5.3.9 How much notice is a provider contractually required to give if they elect to terminate a contract with your network(s)?

*Single, Pull-down list.*  
1: Less than 1 day,  
2: 1-15 days,  
3: 16-30 days,  
4: More than 30 days

5.3.10 How much notice will UAS be provided when providers are added to or leave a network?

*Single, Pull-down list.*  
1: Less than 1 day,  
2: 1-15 days,  
3: 16-30 days,  
4: More than 30 days

5.3.11 Please complete the following table which shows your organization's in-network provider turnover rates specific to the state of Arkansas.

|  |  |  |
| --- | --- | --- |
| **Provider Type** | **PPO Turnover Rate** | **EPO Turnover Rate** |
| Primary Care Physician | *Percent.* | *Percent.* |
| OB/GYN | *Percent.* | *Percent.* |
| Pediatrician | *Percent.* | *Percent.* |
| Other Specialists | *Percent.* | *Percent.* |
| Hospital | *Percent.* | *Percent.* |

5.3.12 Are any of the providers listed in Exhibit B currently undergoing contract renewal negotiations?

*Single, Radio group.*  
1: Yes, explain: [ Unlimited ] ,  
2: No

5.3.13 Please describe any preferred laboratory vendor arrangements you have.

*Unlimited.*

5.3.14 Will your contract include notification requirements that the Client will be notified within 30 days if the network loses any accreditation, licenses, or liability insurance coverage, security or bonding?

*Single, Radio group.*  
1: Yes, explain: [ Unlimited ] ,  
2: No

5.3.15 If a member is admitted to a network hospital but a non-network provider treats the patient, will all provider services rendered during that admission be treated as a network claim (such as for ER physician, radiology, pathology or assistant surgeon)?

*Unlimited.*

5.3.16 Does your organization agree that the Client will always pay the lesser of the negotiated fee or the billed charge? If no, please detail the types of services that "case over-charges" might occur (e.g., inpatient hospital DRG payment, lab work, DME, etc.).

*Single, Radio group.*  
1: Yes,  
2: No, explain: [ Unlimited ]

5.3.17 Confirm that you will cover benefits rendered by UAMS providers at the Tier 1 benefit level.

*Single, Radio group.*  
1: Confirmed,  
2: Not Confirmed, please explain: [ 500 words ]

5.3.18 What is your firm's current book-of-business in-network utilization percentage?

*Percent.*

5.3.19 Confirm that you will handle all provider quality issues.

*Single, Radio group.*  
1: Confirmed,  
2: Not Confirmed, please explain: [ 500 words ]

## 5.4 Network Contracting

Exhibit B contains, in Excel spreadsheets, lists of hospital and non-hospital providers that are highly utilized by University participants. Please indicate if each provider is included in your organization's networks (PPO and EPO) and state the average discount negotiated for each provider. Please return the completed information to us electronically.

*Single, Pull-down list.*  
1: Attached,  
2: Not provided

a. If a wrap network is used in addition to your PPO and EPO networks, please describe the network and what geographic area it covers.

*Unlimited.*

Indicate what percentage of provider reimbursement is through the following types of payments for the network being proposed:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | Primary Care Physicians (%) | Specialist Physicians (%) | Other Professionals (%) | Comments |
| a. Fee-for-Service/Billed Charges | *Percent.* | *Percent.* | *Percent.* | *500 words.* Nothing required |
| b. Discount from Charges | *Percent.* | *Percent.* | *Percent.* | *500 words.* Nothing required |
| c. Fee-for-service with Discount | *Percent.* | *Percent.* | *Percent.* | *500 words.* Nothing required |
| d. Fee-for-service with Withhold | *Percent.* | *Percent.* | *Percent.* | *500 words.* Nothing required |
| e. RBRVS | *Percent.* | *Percent.* | *Percent.* | *500 words.* Nothing required |
| f. Capitation | *Percent.* | *Percent.* | *Percent.* | *500 words.* Nothing required |
| g. Shared Savings Arrangement | *Percent.* | *Percent.* | *Percent.* | *500 words.* Nothing required |
| h. Other (specify in comments) | *Percent.* N/A OK. | *Percent.* N/A OK. | *Percent.* N/A OK. | *500 words.* Nothing required |
| i. Other (specify in comments) | *Percent.* N/A OK. | *Percent.* N/A OK. | *Percent.* N/A OK. | *500 words.* Nothing required |
| j. Other (specify in comments) | *Percent.* N/A OK. | *Percent.* N/A OK. | *Percent.* N/A OK. | *500 words.* Nothing required |
| k. Total | *Percent.* | *Percent.* | *Percent.* |  |

Indicate what percentage of inpatient and outpatient reimbursement is through the following types of payments for the network being proposed:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | Inpatient Hospital (%) | Outpatient Hospital (%) | Other Outpatient Facilities (%) | Comments |
| a. Discount from Charges | *Percent.* | *Percent.* | *Percent.* | *500 words.* Nothing required |
| b. Case Rate | *Percent.* | *Percent.* | *Percent.* | *500 words.* Nothing required |
| c. Per diem rate (by bed type) | *Percent.* | *Percent.* | *Percent.* | *500 words.* Nothing required |
| d. Per diem rate (global) | *Percent.* | *Percent.* | *Percent.* | *500 words.* Nothing required |
| e. DRG per case | *Percent.* | *Percent.* | *Percent.* | *500 words.* Nothing required |
| f. APG per case | *Percent.* | *Percent.* | *Percent.* | *500 words.* Nothing required |
| g. Other (specify in comments) | *Percent.* N/A OK. | *Percent.* N/A OK. | *Percent.* N/A OK. | *500 words.* Nothing required |
| h. Other (specify in comments) | *Percent.* N/A OK. | *Percent.* N/A OK. | *Percent.* N/A OK. | *500 words.* Nothing required |
| i. Other (specify in comments) | *Percent.* N/A OK. | *Percent.* N/A OK. | *Percent.* N/A OK. | *500 words.* Nothing required |
| j. Total | *Percent.* | *Percent.* | *Percent.* |  |

5.4.1 Does your company negotiate discounts with non-network providers and facilities on a case-by-case basis? Describe this program and indicate how you are compensated for this program (e.g., PEPM, percent of savings).

*Single, Radio group.*  
1: Yes, explain: [ 500 words ],  
2: No

5.4.2 In the event that a network physician refers a member to a non-network specialist or utilized a non-network laboratory, confirm that you will adjudicate the non-network claim as a non-network claim.

*Single, Pull-down list.*  
1: Confirmed,  
2: Not Confirmed

5.4.3 In the event that a non-network physician admits a member to a network hospital, confirm that claims incurred at the network hospital will be adjudicated as network claims.

*Single, Pull-down list.*  
1: Confirmed,  
2: Not Confirmed

5.4.4 How do you monitor non-network utilization and what steps do you take to contract with these providers?

*500 words.*

5.4.5 If certain specialties (radiology, anesthesiology, etc.) or services (ambulance, etc.) are not represented in your network of providers, can you administer these claims at the in-network benefit level assuming network hospitals are used?

*Single, Pull-down list.*  
1: Yes,  
2: No

5.4.6 Please confirm that there will be no balance billing for in-network services.

*Single, Pull-down list.*  
1: Confirmed,  
2: Not Confirmed

5.4.7 Please explain how you will handle transition of care.

|  |  |
| --- | --- |
|  | Response |
| a. Hospitalized members | *500 words.* |
| b. Members in treatment | *500 words.* |
| c. Maternity members | *500 words.* |

5.4.8 Explain how a member is informed when his/her provider is no longer contracted by the network. Please include details regarding the method used to notify members, timing of notification, etc.

*500 words.*

5.4.9 Indicate your basis for removing a provider from your network involuntarily.

*Multi, Checkboxes.*  
1: Specific outcome of any malpractice claims,  
2: Based on review of irregular claims,  
3: Based on medical outcomes,  
4: Failure to meet contracting requirements,  
5: Specific number of malpractice claims,  
6: Based on review of possible claims abuse,  
7: Based on licensing issues

 5.4.10 Please provide your network provider turnover rate.

|  |  |
| --- | --- |
|  | Response |
| a. 2020 | *Percent.* |
| b. 2019 | *Percent.* |

## 5.5 Centers of Excellence

5.5.1 Do you utilize a Centers of Excellence network?

*Single, Pull-down list.*  
1: Yes,  
2: No

5.5.2 How do members access the Centers of Excellence and/or Transplant networks?

*Single, Radio group.*  
1: Physician Referral,  
2: UR/Med.Mgmt Referral,  
3: Direct Access,  
4: Other, please specify: [ 500 words ]

5.5.3 Confirm the existence of and describe the services and programs for each of the following Centers of Excellence:

|  |  |  |
| --- | --- | --- |
|  | Response | Describe |
| a. Bariatric surgery | *Single, Pull-down list.* 1: Confirmed, 2: Not Confirmed | *500 words.* |
| b. Cancer | *Single, Pull-down list.* 1: Confirmed, 2: Not Confirmed | *500 words.* |
| c. Cardiovascular | *Single, Pull-down list.* 1: Confirmed, 2: Not Confirmed | *500 words.* |
| d. Transplants | *Single, Pull-down list.* 1: Confirmed, 2: Not Confirmed | *500 words.* |
| e. End Stage Renal Disease | *Single, Pull-down list.* 1: Confirmed, 2: Not Confirmed | *500 words.* |
| f.  Any other Centers of Excellence | *Single, Pull-down list.* 1: Confirmed, 2: Not Confirmed | *500 words.* |

5.5.4 Describe your transplant program, including organ transplants available, criteria for provider eligibility, and list of Arkansas and Nationally contracted providers.

*Unlimited.*

5.5.5 Please list the criteria where travel costs are reimbursed for the patient and family members.

*Unlimited.*

5.5.6 Describe in detail your transition process for Enrollees currently in a transplant phase. If the University determines it wants to eliminate or minimize disruption for Enrollees, would your organization agree to negotiate individual contracts with the current medical transplant facilities for Enrollees currently in a course of care? What criteria are used to develop and maintain the transplant network?

5.5.7 Please indicate high-risk and high-technology services coordinated with the Centers of Excellence.

|  |  |
| --- | --- |
|  | Response |
| a. Bone Marrow transplants | *Single, Pull-down list.* 1: Coordinated, 2: Not Coordinated |
| b. Heart transplants | *Single, Pull-down list.* 1: Coordinated, 2: Not Coordinated |
| c. Lung transplants | *Single, Pull-down list.* 1: Coordinated, 2: Not Coordinated |
| d. Kidney transplants | *Single, Pull-down list.* 1: Coordinated, 2: Not Coordinated. |
| e. Other transplants (please specify) | *Single, Pull-down list.* 1: Coordinated, 2: Not Coordinated |
| f.  Burns | *Single, Pull-down list.* 1: Coordinated, 2: Not Coordinated |
| g. Cancer | *Single, Pull-down list.* 1: Coordinated, 2: Not Coordinated |
| h. HIV | *Single, Pull-down list.* 1: Coordinated, 2: Not Coordinated |
| i.  Joint Replacement | *Single, Pull-down list.* 1: Coordinated, 2: Not Coordinated |
| j.  Cardiac Surgery and Interventional Cardiac procedures | *Single, Pull-down list.* 1: Coordinated, 2: Not Coordinated |
| k. Other non-transplant procedures (please specify) | *Single, Pull-down list.* 1: Coordinated, 2: Not Coordinated. |
| l.  Disease Management | *Single, Pull-down list.* 1: Coordinated, 2: Not Coordinated |
| m. Wellness | *Single, Pull-down list.* 1: Coordinated, 2: Not Coordinated. |

5.5.8 Please complete the following for your top five (5) Centers of Excellence by volume.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
|  | Center #1 | Center #2 | Center #3 | Center #4 | Center #5 |
| Center Type | *500 words.* | *500 words.* | *500 words.* | *500 words.* | *500 words.* |
| Location | *500 words.* | *500 words.* | *500 words.* | *500 words.* | *500 words.* |
| Date of Participation | *To the day.* | *To the day.* | *To the day.* | *To the day.* | *To the day.* |

5.5.9 Do you support plan design steerage to Centers of Excellence?

*Single, Pull-down list.*  
1: Yes,  
2: No

5.5.10 What percentage of your book of business steers employees to Centers of Excellence? Answer separately for transplants and all other categories)?

|  |  |
| --- | --- |
|  | Response |
| a. Transplants | *Percent.* |
| b. All non-Transplant Categories | *Percent.* |

5.5.11 What are the financial arrangements for the Centers of Excellence? If “other”, please explain.

*500 words.*

5.5.12 Confirm that you will monitor variations in outcomes and quality for procedures performed in hospitals within your networks and develop and or expand Centers of Excellence. Confirm you will develop strategies for guiding UAS Health Plan participants to those hospitals with high quality performance ratings for those identified procedures. Confirm that procedures and services associated with your Centers of Excellence programs are bundled with regard to reimbursement.

*Single, Pull-down list.*  
1: Confirmed,  
2: Not Confirmed

## 5.6 Value Based Contracting

5.6.1 Please check the elements of Value Based Contracting which apply to your proposed network.

|  |  |
| --- | --- |
|  | Response |
| Tiered Networks | *Single, Pull-down list.* 1: Yes, 2: No |
| Narrow Networks | *Single, Pull-down list.* 1: Yes, 2: No |
| Pay for Performance | *Single, Pull-down list.* 1: Yes, 2: No |
| Patient Centered Medical Home | *Single, Pull-down list.* 1: Yes, 2: No |
| Accountable Care Organization | *Single, Pull-down list.* 1: Yes, 2: No |
| Centers of Excellence | *Single, Pull-down list.* 1: Yes, 2: No |

5.6.2 If you are proposing Tiered/Narrow Networks, please answer the questions below:

|  |  |
| --- | --- |
|  | Response |
| Identify the key hospital and physician groups that are included in your preferred tier in the [MSA]  MSA. | *500 words.* |
| If offered as a Tiered Network, describe the benefit incentive you propose offering the preferred tier. | *500 words.* |
| What, if any, specific quality of care metrics are incorporated into your Tiered/Narrow Network strategy?  If these vary by location, please describe for each. | *500 words.* |
| Identify the amount and timing of any and all provider fees which will be passed through to the Client other than Claims (e.g. care coordination fees, performance incentive fees, etc.), and the basis for determining payment. | *500 words.* |
| Provide the net estimated claim savings on the total medical spend relative to your broad network. | *Percent.* |

5.6.3 If you are proposing Pay for Performance Networks, please answer the questions below:

|  |  |
| --- | --- |
|  | Response |
| Identify the key hospital and physician groups that are included in your Pay for Performance networks in the [MSA] MSA. | *500 words.* |
| Are all providers eligible for Pay for Performance?  If not, identify the criteria by which they are selected and the key hospital and physician groups that are included in your Pay for Performance arrangement. | *500 words.* |
| What specific quality of care metrics are incorporated into your Pay for Performance strategy? | *500 words.* |
| Identify the amount and timing of any and all provider fees which will be passed through to UAS other than Claims (e.g. care coordination fees, performance incentive fees, etc.), and the basis for determining payment. | *500 words.* |
| Provide the net estimated claim savings on the total medical spend relative to your broad network. | *Percent.* |

5.6.4 If you are proposing Patient Centered Medical Homes, please answer the questions below:

|  |  |
| --- | --- |
|  | Response |
| Identify the key physician groups that you have negotiated Patient Centered Medical Homes with in the [MSA] MSA. | *500 words.* |
| What specific quality of care metrics are incorporated into your Patient Centered Medical Home strategy? | *500 words.* |
| Identify the amount and timing of any and all provider fees which will be passed through to the Client other than Claims (e.g. care coordination fees, performance incentive fees, etc.), and the basis for determining payment. | *500 words.* |
| Provide the net estimated claim savings on the total medical spend relative to your broad network. | *Percent.* |

5.6.5 If you are proposing Accountable Care Organizations, please answer the questions below:

|  |  |
| --- | --- |
|  | Response |
| Identify the key hospital and physician groups that have partnered with to form an Accountable Care Organization(s) in the [MSA] MSA. | *500 words.* |
| What specific quality of care metrics are incorporated into your Accountable Care Organization strategy? | *500 words.* |
| Identify the amount and timing of any and all provider fees which will be passed through to UAS other than Claims (e.g. care coordination fees, performance incentive fees, etc.), and the basis for determining payment. | *500 words.* |
| Provide the net estimated claim savings on the total medical spend relative to your broad network. | *Percent.* |

## 5.7 Network Pricing

### Reported Discounts

Please note that, for the questions in this section, we will not consider average discounts for anything other than the three-digit zips listed below (ex., discounts presented on a statewide basis will not be accepted).

5.7.1 Please indicate the average discounts from submitted charges for each provider type in the areas shown below.

**PPO Network:**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **3-Digit Zip Code** | **Hospital Inpatient** | **Hospital Outpatient** | **Physicians** | **Ancillary Providers** | **Blended Physician/ Ancillary** |
| 716 | *Percent.* | *Percent.* | *Percent.* | *Percent.* | *Percent.* |
| 717 | *Percent.* | *Percent.* | *Percent.* | *Percent.* | *Percent.* |
| 718 | *Percent.* | *Percent.* | *Percent.* | *Percent.* | *Percent.* |
| 719 | *Percent.* | *Percent.* | *Percent.* | *Percent.* | *Percent.* |
| 720 | *Percent.* | *Percent.* | *Percent.* | *Percent.* | *Percent.* |
| 721 | *Percent.* | *Percent.* | *Percent.* | *Percent.* | *Percent.* |
| 722 | *Percent.* | *Percent.* | *Percent.* | *Percent.* | *Percent.* |
| 723 | *Percent.* | *Percent.* | *Percent.* | *Percent.* | *Percent.* |
| 724 | *Percent.* | *Percent.* | *Percent.* | *Percent.* | *Percent.* |
| 725 | *Percent.* | *Percent.* | *Percent.* | *Percent.* | *Percent.* |
| 726 | *Percent.* | *Percent.* | *Percent.* | *Percent.* | *Percent.* |
| 726 | *Percent.* | *Percent.* | *Percent.* | *Percent.* | *Percent.* |
| 727 | *Percent.* | *Percent.* | *Percent.* | *Percent.* | *Percent.* |
| 728 | *Percent.* | *Percent.* | *Percent.* | *Percent.* | *Percent.* |
| 729 | *Percent.* | *Percent.* | *Percent.* | *Percent.* | *Percent.* |
| 755 | *Percent.* | *Percent.* | *Percent.* | *Percent.* | *Percent.* |

5.7.2 **EPO Network:**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **3-Digit Zip Code** | **Hospital Inpatient** | **Hospital Outpatient** | **Physicians** | **Ancillary Providers** | **Blended Physician/ Ancillary** |
| 716 | *Percent.* | *Percent.* | *Percent.* | *Percent.* | *Percent.* |
| 717 | *Percent.* | *Percent.* | *Percent.* | *Percent.* | *Percent.* |
| 718 | *Percent.* | *Percent.* | *Percent.* | *Percent.* | *Percent.* |
| 719 | *Percent.* | *Percent.* | *Percent.* | *Percent.* | *Percent.* |
| 720 | *Percent.* | *Percent.* | *Percent.* | *Percent.* | *Percent.* |
| 721 | *Percent.* | *Percent.* | *Percent.* | *Percent.* | *Percent.* |
| 722 | *Percent.* | *Percent.* | *Percent.* | *Percent.* | *Percent.* |
| 723 | *Percent.* | *Percent.* | *Percent.* | *Percent.* | *Percent.* |
| 724 | *Percent.* | *Percent.* | *Percent.* | *Percent.* | *Percent.* |
| 725 | *Percent.* | *Percent.* | *Percent.* | *Percent.* | *Percent.* |
| 726 | *Percent.* | *Percent.* | *Percent.* | *Percent.* | *Percent.* |
| 726 | *Percent.* | *Percent.* | *Percent.* | *Percent.* | *Percent.* |
| 727 | *Percent.* | *Percent.* | *Percent.* | *Percent.* | *Percent.* |
| 728 | *Percent.* | *Percent.* | *Percent.* | *Percent.* | *Percent.* |
| 729 | *Percent.* | *Percent.* | *Percent.* | *Percent.* | *Percent.* |
| 755 | *Percent.* | *Percent.* | *Percent.* | *Percent.* | *Percent.* |

### Claim Repricing

5.7.3 Exhibit C-2 contains a list of the University's claims for the most recent 12 months. In the column marked “Repriced Amount”, please reprice each line item based on the provider and services indicated according to your contracts as they exist today.

*Single, Pull-down list.*  
1: Attached,  
2: Not provided

5.7.4 In addition to your reprice report, please complete the chart below with your repricing results:

| **Claims Repricing Results** | | | |
| --- | --- | --- | --- |
| Hospital  Inpatient Discount | Hospital  Outpatient Discount | Professional Discount | Total  Discount |
|  |  |  |  |

5.7.5 Please describe any provider risk-sharing arrangements in effect and include a working example.

*Unlimited.*

5.7.6.1 Are there any providers listed in your organization's network, including those listed in Exhibit B where the contracted arrangement results in less than a 20% discount off charges? If yes, please identify.

*Single, Radio group.*  
1: Yes, explain: [ Unlimited ] ,  
2: No

5.7.6.2 Are there any providers listed in your organization's network, including those listed in Exhibit B where the contracted arrangement results in a discount off charges ranging from 20% to 35%? If yes, please identify.

*Single, Radio group.*  
1: Yes, explain: [ Unlimited ] ,  
2: No

### CPT-4 Pricing

5.7.7 Exhibit D contains a listing of common CPT-4 procedures. Provide your network reimbursement that will be in effect January 1, 2023, for each procedure for the areas indicated. If your firm is unable to provide its January 1, 2023 network reimbursement, please indicate the effective period of the network reimbursement that you are providing.

*Unlimited.*

### Uniform Data Submission

Segal is a participating member of the Uniform Data Submission (UDS) Task Force, a group of major carriers and consulting firms that have come together to simplify the collection of data for discount analysis so that all participating vendors provide the requested data in the same format to all participating consulting houses. This allows network comparisons to be completed on a uniform basis.

The details of the data agreed to be provided are as follows:

Summarized historical and projected data including billed charges, contracted charges, and utilization for inpatient, outpatient, and physician services.

The data is summarized down to the CPT level (top 300 codes with everything else in catch-all codes {7xxxx, 8xxxx, etc.}) for professional services, DRG (all) level for inpatient services, and type of service (some CPT level information) for outpatient services.

The data is provided at the 3-digit zip code level for each vendor’s entire network(s). NOTE: Based upon our contracts with participating carriers, Segal will not disclose the results beyond the MSA level.

To complete our discount analysis using the UDS data, please answer the questions below:

5.7.8 Which networks should be used in the database?

*Unlimited.*

5.7.9 Do we need to combine any networks in certain Arkansas locations?

*Single, Radio group.*  
1: Yes, explain: [ Unlimited ] ,  
2: No

5.7.10 Is there anything outside of the UDS system we should know about?

*Single, Radio group.*  
1: Yes, explain: [ Unlimited ] ,  
2: No

5.7.11 Based upon the outcome of this task force, Segal will use UDS data to analyze network discounts as part of our standard methodology to perform a discount analysis. If you are not currently part of the UDS Task Force, would you be willing to provide Segal with data in agreed upon format on behalf of UAS? If yes, please contact us and we will provide the data requirements and record layout.

*Unlimited.*

### Discount Guarantee

5.7.12 Please indicate in the chart below what discounts your organization is willing to guarantee.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | **Hospital Inpatient** | **Hospital Outpatient** | **Physicians** | **Ancillary Providers** |
| PPO -- Overall Guaranteed Negotiated Payments | *Single, Pull-down list.* 1: Yes, 2: No | *Single, Pull-down list.* 1: Yes, 2: No | *Single, Pull-down list.* 1: Yes, 2: No | *Single, Pull-down list.* 1: Yes, 2: No |
| PPO -- Overall Guaranteed Negotiated Payments as a Percent (%) of Medicare RBRVS | *Single, Pull-down list.* 1: Yes, 2: No | *Single, Pull-down list.* 1: Yes, 2: No | *Single, Pull-down list.* 1: Yes, 2: No | *Single, Pull-down list.* 1: Yes, 2: No |
| EPO -- Overall Guaranteed Negotiated Payments | *Single, Pull-down list.* 1: Yes, 2: No | *Single, Pull-down list.* 1: Yes, 2: No | *Single, Pull-down list.* 1: Yes, 2: No | *Single, Pull-down list.* 1: Yes, 2: No |
| EPO -- Overall Guaranteed Negotiated Payments as a Percent (%) of Medicare RBRVS | *Single, Pull-down list.* 1: Yes, 2: No | *Single, Pull-down list.* 1: Yes, 2: No | *Single, Pull-down list.* 1: Yes, 2: No | *Single, Pull-down list.* 1: Yes, 2: No |

## 5.8 Clinical Management

5.8.1 Indicate if you will have the following policies and procedures in your Care Management processes for UAS:

|  |  |
| --- | --- |
|  | Response |
| a. Pre-certification / Prior authorization | *Single, Pull-down list.* 1: Yes, 2: No |
| b. Concurrent Review and discharge planning for inpatient admissions. | *Single, Pull-down list.* 1: Yes, 2: No |
| c. Retrospective Clinical Review | *Single, Pull-down list.* 1: Yes, 2: No |
| d. Large Case Management provided, on a voluntary basis, to all members with the potential to benefit from the program. This includes not only members with select diagnoses, but also those who meet certain situational criteria. Potential candidates for case management include, but are not limited to: (1) Catastrophic conditions such as High risk obstetrics/neonatal, HIV/AIDS, Amputation, Asthma/COPD, Cardiovascular disease, Severe burns, Cerebrovascular accident with deficits, Infectious disease, Oncology including all metastatic cancer, complications of diabetes, traumatic injuries, neuromuscular disease, low back pain, end stage renal disease; (2) Members with complex care coordination needs; (3) Projected high dollar cases (>$250,000 incurred / year); (4) 3 or more ER visits within 6-month period for same or related condition; (5) 2 unscheduled admissions within 6-month period; (6) Inpatient length of stay > 10 days; (7) Inpatient rehabilitation or skilled nursing facility admission; (8) Members with 3 or more providers. | *Single, Pull-down list.* 1: Yes, 2: No |
| e. Ability to provide utilization statistics and savings reports, including utilization trends, care management interventions, and clinical and financial outcomes of not just individual claims but also episodes of care. | *Single, Pull-down list.* 1: Yes, 2: No |
| f. Use of an automated system for identification, tracking and management of care management activities. System is fully integrated with claims processing and benefits system, if separately maintained. Medical necessity and length of stay criteria is integrated within the system and Contractor's UR staff has access to online diagnostic and procedure codes. | *Single, Pull-down list.* 1: Yes, 2: No |
| g. DRG validation | *Single, Pull-down list.* 1: Yes, 2: No |
| h. Responses on all UR prior authorization/pre-certification requests are made to the attending physician, hospital, patient, and claim administrator within 24 hours of initial request. | *Single, Pull-down list.* 1: Yes, 2: No |
| i. A written appeals process, with a multi-level process for adverse UR review decisions. First-level appeals shall be available on an expedited basis (within 24 hours of request); second-level appeals shall be specialty-matched, with a decision rendered within 72 hours of receipt of all pertinent clinical information. | *Single, Pull-down list.* 1: Yes, 2: No |
| j. Medical director/physician advisor participates in day-to-day operations and is easily available to care management staff for consultation. | *Single, Pull-down list.* 1: Yes, 2: No |
| k. Licensed care management staff have an average of 5 years of clinical experience and a licensed clinician provides oversight to all non-clinical support staff participating in care management activities. | *Single, Pull-down list.* 1: Yes, 2: No |
| l. Documented comprehensive training program for all new care management hires, including non-clinical support staff. | *Single, Pull-down list.* 1: Yes, 2: No |
| m. Telephonic outreach services for the following designated chronic conditions – asthma, COPD, CAD, CHF, diabetes, hypertension, hyperlipidemia, musculoskeletal/low back pain, and others designated by UAS. | *Single, Pull-down list.* 1: Yes, 2: No |
| n. Telephonic counseling services to participants with designated chronic conditions in the high and medium acuity/severity level. | *Single, Pull-down list.* 1: Yes, 2: No |
| o. Your organization agrees to perform disease management and case management programs to facilitate cross referral and data integration to facilitate care coordination. | *Single, Pull-down list.* 1: Yes, 2: No |

5.8.2 Within the past twelve months, in what percent of all precertification/predetermination cases was a letter of non‑certification (denial) for medical necessity/appropriateness for the procedure/service issued?

*Percent.*

5.8.3 Will your organization agree to hold monthly conference calls with the system office and case management nurse unit to discuss identified large claimant's diagnosis, prognosis, treatment plan, and projected costs?

*Single, Radio group.*  
1: Yes,  
2: No

5.8.4 Describe your organization's case management approach to neonatal intensive care unit (NICU), claimants.

*Unlimited.*

5.8.5 Do members have access to a nurse-line for counseling/support? If yes, what hours is it available?

*Single, Radio group.*  
1: Yes, explain: [ 10 words ],  
2: No

 5.8.6 Indicate which of the following accreditations your Case Management program and/or Case Managers currently holds, or is in the process of pursuing.

*Multi, Checkboxes.*  
1: ASAM (American Society of Addition Medicine) Level of Care Certification,  
2: CCM (Certified Case Manager),  
3: JCAHO (Joint Commission on Accreditation of Healthcare Organizations),  
4: NCQA (National Committee for Quality Assurance),  
5: URAC (Utilization Review Accreditation Commission),  
6: Other, please specify: [ 50 words ]

5.8.7 Does your Medical Management program utilize the same system platform for all programs (Utilization Management, Case Management, and Disease Management)?

*Single, Radio group.*  
1: Yes,  
2: No, explain: [ 500 words ]

5.8.8 List any medical services categories your organization carves out on utilization management (e.g., high-tech imaging, oncology, spinal fusion, onsite clinical review).

*50 words.*

5.8.9 Describe how your Medical Management systems facilitate communication between various program components (UM, CM, DM, Nurse Line etc.)

*500 words.*

5.8.10 Describe the process for identification and referral to case management from the UM team including any integration criteria, algorithms, self-assessments, and automations. Detail what quality checks are in place to be sure referrals are completed by the UM team.

*500 words.*

5.8.11 Describe your predictive modeling and how it provides at-risk member identification.

*500 words.*

5.8.12 Describe how you target case management services for high-risk, moderate-risk, and low risk members. Describe your how your program will intervene to assist members in each category.

*500 words.*

5.8.13 Describe any specialty case management services provided to the following categories and how you address the unique needs of the population: High cost/high risk, Oncology, Transplant, Maternity, NICU, ESRD/CKD, Musculoskeletal, Cardiovascular, behavioral health, and substance use.

|  |  |  |
| --- | --- | --- |
|  | Specialty CM Services | Describe how needs are addressed |
| a. High cost/High Risk | *50 words.* N/A OK. | *50 words.* |
| b. Oncology | *50 words.* N/A OK. | *50 words.* |
| c. Transplant | *50 words.* N/A OK. | *50 words.* |
| d. Maternity | *50 words.* N/A OK. | *50 words.* |
| e. NICU | *50 words.* N/A OK. | *50 words.* |
| f. ESRD/CKD | *50 words.* N/A OK. | *50 words.* |
| g. Musculoskeletal | *50 words.* N/A OK. | *50 words.* |
| h. Cardiovascular | *50 words.* N/A OK. | *50 words.* |
| i. Behavioral Health | *50 words.* N/A OK. | *50 words.* |
| j. Substance Use | *50 words.* N/A OK. | *50 words.* |

5.8.14 What outcomes are measured in your standard clinical management programs?

*500 words.*

5.8.15 Describe in detail the methodology and policy for calculating case management savings.

*500 words.*

5.8.16 What percentage of a typical client population do you identify for case management? Of the identified population, what percentage do you anticipate engaging in your programs (express on a unique member, annualized basis)?

|  |  |
| --- | --- |
|  | Response |
| a. % of typical client population identified for case management | *Percent.* |
| b. % of part a. anticipated to engage in programs | *Percent.* |

5.8.17 What is your definition of engagement in case management?

*500 words.*

Describe your case management communication modalities, including any application based engagement.

*1,000 words.*

5.8.18 Describe your process when members decline case management.

5.8.19 Do members have access to a nurse-line for counseling/support? If yes, what are its hours of availability to members?

*Single, Radio group.*  
1: Yes: [10 words],  
2: No

5.8.20 If you partner with any third party digital therapeutic disease state management companies (or if you provide your own), complete the following by condition (do not provide actual pricing in this section - pricing will be requested as an optional service in Attachment: Digital Therapeutics Pricing):

|  |  |  |  |
| --- | --- | --- | --- |
|  | Point Solution Provided? | Vendor Partner | Fee Arrangement |
| a. Weight Management | *Single, Pull-down list.* 1: Yes, 2: No | *10 words.* N/A OK. | *10 words.* N/A OK. |
| b. Physical Therapy | *Single, Pull-down list.* 1: Yes, 2: No | *10 words.* N/A OK. | *10 words.* N/A OK. |
| c. Physical Activity | *Single, Pull-down list.* 1: Yes, 2: No | *10 words.* N/A OK. | *10 words.* N/A OK. |
| d. Diabetes Prevention Program | *Single, Pull-down list.* 1: Yes, 2: No | *10 words.* N/A OK. | *10 words.* N/A OK. |
| e. Diabetes | *Single, Pull-down list.* 1: Yes, 2: No | *10 words.* N/A OK. | *10 words.* N/A OK. |
| f. Hypertension | *Single, Pull-down list.* 1: Yes, 2: No | *10 words.* N/A OK. | *10 words.* N/A OK. |
| g. Behavioral Health / Substance Abuse | *Single, Pull-down list.* 1: Yes, 2: No | *10 words.* N/A OK. | *10 words.* N/A OK. |
| h. Infertility / Maternity | *Single, Pull-down list.* 1: Yes, 2: No | *10 words.* N/A OK. | *10 words.* N/A OK. |
| i. Weight Management | *Single, Pull-down list.* 1: Yes, 2: No | *10 words.* N/A OK. | *10 words.* N/A OK. |
| j. Other | *Single, Pull-down list.* 1: Yes, 2: No | *10 words.* N/A OK. | *10 words.* N/A OK. |

5.8.21 Confirm that you will certify disability status of dependents turning age 19 and 26.

*Single, Radio group.*  
1: Confirmed,  
2: Not Confirmed, please explain: [ 500 words ]

5.8.22 Please identify the variety of diseases your organization can manage.

*Unlimited.*

5.8.23 Do you subcontract DM services to an outside vendor? If so, please indicate.

*Single, Radio group.*  
1: Yes, explain: [ Unlimited ] ,  
2: No

5.8.24 How do you define “Engagement' in your Disease Management program? Please list the criteria that determines whether a patient is engaged in your program.

*Unlimited.*

5.8.25 Do you allow individuals to self-refer into your DM program, even if they were not selected by your organization as an at-risk individual?

*Single, Radio group.*  
1: Yes, explain: [ Unlimited ] ,  
2: No

5.8.26 Since employees will typically be “cold called”, how many times does your organization try to call back? And can participants call back to reschedule?

*Unlimited.*

5.8.27 How does your organization go about getting accurate contact information?

*Unlimited.*

### Telemedicine

5.8.28 Please note if you currently work with a telemedicine vendor. If your organization does work with a telemedicine vendor please note the name of the vendor.

*Single, Radio group.*  
1: Yes, explain: [ 500 words],  
2: No

5.8.29 Please describe how your organization processes claims from a provider seeking reimbursement for providing services via telemedicine or tele-behavioral health.

*500 words.*

5.8.30 Can your organization provide reporting on the utilization of telemedicine providers that are part of a vendor arrangement?

*Single, Radio group.*  
1: Yes,  
2: No

5.8.31 Can your organization provide reporting on delivery of services remotely by in-network providers?

*Single, Radio group.*  
1: Yes,  
2: No

### Behavioral Health

5.8.32 What programs are available to the plan? Complete the following:

|  |  |
| --- | --- |
|  | Response |
| a. 24-hour 1-800 telephone access.  Please indicate if offering a dedicated line, answered line, and/or IVR. | *Multi, Checkboxes.* 1: Yes – Dedicated Line, 2: Yes – Answered Line, 3: Yes – IVR, 4: No |
| b. Telephone crisis intervention | *Single, Pull-down list.* 1: Yes, 2: No |
| c. On-site crisis intervention | *Single, Pull-down list.* 1: Yes, 2: No |
| d. Management/supervisor training | *Single, Pull-down list.* 1: Yes, 2: No |
| f. Provide information on how to use the offered programs | *Single, Pull-down list.* 1: Yes, 2: No |
| i. Member and Plan on-line access (provider directory, claims and eligibility information, educational material, etc.) | *Single, Pull-down list.* 1: Yes, 2: No |
| j. Inpatient and outpatient network of behavioral health providers (independent of medical plan) | *Single, Pull-down list.* 1: Yes, 2: No |

5.8.33 Do your behavioral health services include telephonic therapy visits?

*Single, Radio group.*  
1: Yes, explain: [ 500 words ],  
2: No

5.8.34 For your behavioral health services, describe your online resources for members that are included in your standard fees. Describe your mobile application resources for members that are included in your standard fees.

*500 words.*

5.8.35 Describe the procedures in place to audit the quality of care rendered by behavioral health providers.

*500 words.*

5.81 Please provide the following information regarding provider audits.

|  |  |  |
| --- | --- | --- |
|  | Number of Contracted Behavioral Health Providers | Percent of providers audited annually |
| On-Site | *Integer.* | *Percent.* |
| Total | *Integer.* | *Percent.* |

5.8.36 Is the right to audit included in your standard provider contracts?

*Single, Pull-down list.*  
1: Yes,  
2: No

5.8.37 How do you identify providers potentially engaged in abusive or excessive billing practices? What corrective measures do you take with such providers? Under what circumstances are such providers terminated?

*500 words.*

5.8.38 Describe safeguards in place to manage practices that are steering members to costly inpatient facilities, or facilities not necessarily in-network or of quality.

*500 words.*

5.8.39 Describe your experience with and programs, services, communication material, support, etc. that you can provide regarding the addiction aspects of opioids.

*500 words.*

5.8.40 What criteria are used to determine whether a patient should be treated for substance use disorder on an inpatient or an outpatient basis?

*500 words.*

5.8.41 Do you ever recommend outpatient detoxification? If so, under what circumstances do you do so and how is it monitored?

*Single, Radio group.*  
1: Yes, explain: [500 words ],  
2: No

5.8.42 Describe any efforts used to educate members of available behavioral health services.

*500 words.*

5.8.43 Are specialty case managers used to manage Mental Health/Substance Use Disorder cases? What are their credentials?

*Single, Radio group.*  
1: Yes, explain: [ 500 words ],  
2: No

5.8.44 Do Mental Health, Substance Use Disorder case managers routinely co-manage cases with medical and/or disease management case managers?

*Single, Radio group.*  
1: Yes, explain: [ 500 words ],  
2: No

5.8.45 Does the same case manager handle the member's care through all levels of care? For example, inpatient, intermediate, and outpatient?

*Single, Radio group.*  
1: Yes, explain: [ 500 words ],  
2: No

5.8.46 How long is a patient monitored after discharge?

*500 words.*

5.8.47 Confirm you offer a comprehensive behavioral health network that includes a variation of providers such as Psychiatrists (MDs), Psychologists, therapists, Counselors, Social Workers, DEA waiver providers, ABA Paraprofessionals, etc.

*Single, Pull-down list.*  
1: Confirmed, please explain: [500 words],  
2: Not confirmed

5.8.48 What percentage of your behavioral health providers are accepting new patients?

*Percent.*

 5.8.49 Across your book of business, for 2019, on average, how many days did it take for a first-time patient to get an appointment with a behavioral health provider?

*Integer.*

## 5.9 Claim Administration

5.9.1 Can your claims system administer the UAS plan of benefits as written?

*Single, Radio group.*  
1: Yes, explain: [ Unlimited ] ,  
2: No

5.9.2 Are your systems and processes compliant with the DOL requirements for Claims and Appeals procedures?

*Single, Radio group.*  
1: Yes, explain: [ Unlimited ] ,  
2: No

5.9.3 Can your existing system share and report deductible and out-of-pocket accumulator information with another system (i.e., a PBM's system) for CHDP's on a daily basis?

*Single, Radio group.*  
1: Yes, explain: [ Unlimited ] ,  
2: No

5.9.4 Please indicate how you will be converting any existing claim records that are needed in order for you to process claims on your system while the incumbent processes the run-out claims, including the methodology you will use and the cost involved. If this cost is not included in your quoted fees, please indicate the cost.

*Unlimited.*

5.9.5 With regard to the claim offices that will be used for UAS, provide the following:

|  |  |
| --- | --- |
|  | Response |
| a. Location | *500 words.* |
| b. Average Claims per processor per day | *Integer.* |
| c. Annual Claim Volume | *Dollars.* |
| d. Percentage of claims that are auto-adjudicated | *Percent.* |
| d. Answer speed | *Seconds.* |
| e. Abandonment rate | *Percent.* |

5.9.6 Complete the following table regarding your claim office(s) for UAS:

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
|  | Claims Processors | Claims Supervisors | Claims Managers | Auditors | Quality Control Managers | Clinical Review Staff |
| Number of Staff | *Integer.* | *Integer.* | *Integer.* | *Integer.* | *Integer.* | *Integer.* |
| Average Years of Claims Administration Experience With Your Firm | *Decimal.* | *Decimal.* | *Decimal.* | *Decimal.* | *Decimal.* | *Decimal.* |
| Annual Turnover (%) | *Percent.* | *Percent.* | *Percent.* | *Percent.* | *Percent.* | *Percent.* |
| Work Remotely or from Home (%) | *Percent.* | *Percent.* | *Percent.* | *Percent.* | *Percent.* | *Percent.* |

5.9.7 What is your policy regarding staff working from home or remotely? What safeguards are in place to monitor quality (including retrospective claims reviews) and HIPAA compliance?

5.9.8 Please confirm that claims processing is NOT subcontracted.

*Single, Pull-down list.*  
1: Confirmed,  
2: Not Confirmed

5.9.9 Confirm that network members never have to submit claim forms for in-network services.

*Single, Pull-down list.*  
1: Confirmed,  
2: Not Confirmed

5.9.10 Please provide your most recent claims processing performance statistics for the claims office/staff that you are proposing for UAS:

|  |  |
| --- | --- |
|  | **Statistic** |
| Claims processing turnaround time for clean claims (in working days) | *Integer.* |
| Financial accuracy | *Percent.* |
| Coding accuracy | *Percent.* |
| Overall processing accuracy | *Percent.* |
| Auto adjudication ratio | *Percent.* |

5.9.11 What percentage of clean claims is processed in 5, 10, 20 and 20+ business days? (Indicate % of claims paid in # of days)

|  |  |
| --- | --- |
|  | Response |
| a. % paid in under 5 days | *Percent.* |
| b. % paid in 5 - 10 days | *Percent.* |
| c. % paid in 11 - 20 days | *Percent.* |
| d. % paid in over 20 days | *Percent.* |

5.9.12 Does your claims system have the capability to process network, non-network, and out-of-area claims on the same system?

*Single, Pull-down list.*  
1: Yes,  
2: No

5.9.13 Describe your COB guidelines and the process for determining primary and secondary responsibility.

*500 words.*

5.9.14 How are claims selected for internal audit? What triggers do you utilize?

*Multi, Checkboxes.*  
1: Random by system,  
2: Set percent per day,  
3: Set number per approver per day/week,  
4: Diagnosis,  
5: Dollar amount,  
6: Other, please specify: [ 500 words ]

5.9.15 Do you review claims for billing irregularities by a provider (such as regular overcharging, unbundling of procedures, up coding or billing for inappropriate care for patient diagnosis, etc.)?

*Single, Radio group.*  
1: Yes - based on procedures,  
2: Yes - if provider flagged,  
3: Yes - using sampling of all claims,  
4: No,  
5: Other, please specify: [ 500 words ]

5.9.16 How are claims, customer service, case management, utilization review and case management systems linked?

*Single, Radio group.*  
1: Same system,  
2: Integrated, but different systems,  
3: Different systems, but accessible to all,  
4: Not linked,  
5: Some linked,  
6: Other, please specify: [ 500 words ]

5.9.17 Does your claims system have the capability to automatically match claims with utilization management information both in- and out-of-network?

*Single, Pull-down list.*  
1: Yes,  
2: No

5.9.18 The claims administrator must notify UAS of all new medical treatments as they are introduced. Coverage of the new medical treatments should not take place under UAS's Plan until written approval is received from UAS. Confirm that you will comply with this requirement.

*Single, Radio group.*  
1: Confirmed,  
2: Not Confirmed, explain: [ 500 words ]

5.9.19 Confirm that you will comply with the following requirement: If any unapproved, non-medically necessary procedure/charge is paid by the claims administrator, the claims administrator will take full financial responsibility for the expense and reimburse UAS for the charges.

*Single, Pull-down list.*  
1: Confirmed,  
2: Not Confirmed

5.9.20 How is medically-necessary defined? What tools are provided to the claims examiners to assist in their determination of medical necessity?

*500 words.*

5.9.21 Confirm you will provide claim accumulator data at contract termination at no additional cost.

*Single, Pull-down list.*  
1: Confirmed,  
2: Not Confirmed

5.9.22 Describe your claim appeal process. Specifically describe how the various types of appeals are handled. This should include, but may not be limited to, medical necessity, eligibility, plan limitations or exclusions, experimental / investigational procedures.

*500 words.*

5.9.23 What processes or programs do you have in place (other than PPO discounts) that identify and result in claims cost savings? (e.g., unbundling, passive/silent network, out-of-network claims negotiations, DME special pricing etc.)

*Unlimited.*

5.9.24 What types of programs do you have in place to investigate potential health care fraud and abuse? How do you identify cases for investigation? What procedures are followed once a case is identified?

*Unlimited.*

## 5.10 Finance and Banking

5.10.1 When are administrative fees due?

*Single, Radio group.*  
1: Prior to first of the month,  
2: First of the month,  
3: End of the month,  
4: Other: [ 500 words ]

5.10.2 What is the grace period for payment of administrative fees?

*Single, Radio group.*  
1: Less than 30 days,  
2: 30 days,  
3: 60 days,  
4: 90 days,  
5: Other, please specify: [ 10 words ]

5.10.3 For administration only services, please explain the claims funding process.

*500 words.*

5.10.4 Are funds requested from UAS when a check is issued or when it is cleared?

*Single, Pull-down list.*  
1: Funds are requested when the check is issued,  
2: Funds are requested when the check is cleared

5.10.5 What is the frequency for claim funding?

*Single, Radio group.*  
1: Once a day,  
2: Once a week,  
3: Every other week,  
4: Every three days,  
5: Once a month,  
6: Other, please specify: [ 500 words ]

5.10.6 Do you require an initial deposit and/or imprest amount?

*Single, Pull-down list.*  
1: Initial deposit only,  
2: Imprest amount only,  
3: Both,  
4: Neither

5.10.7 If you do not require an initial deposit and/or imprest amount, what is your interest charge on negative cash flow for any delay of wire transfer?

*Percent.*

5.10.8 How often are claims released for payment?

*Single, Radio group.*  
1: Daily,  
2: Weekly,  
3: Bi-Weekly,  
4: Monthly,  
5: Other, please specify: [ 500 words ]

5.10.9 Do the banking reports reflect issued or cleared checks?

*Single, Pull-down list.*  
1: Issued,  
2: Cleared

5.10.10 Please confirm that UAS will not be charged for reissued checks or drafts.

*Single, Pull-down list.*  
1: Confirmed,  
2: Not Confirmed

5.10.11 Can UAS utilize your organization's relationships for the external appeal process to comply with Health Care Reform requirements?

*Single, Radio group.*  
1: Yes, explain costs: [ 500 words ],  
2: No

5.10.12 Do you require that self-funded plans use a specific bank for funding claims? If yes, indicate the name of the bank.

*Single, Radio group.*  
1: Yes, explain: [ 10 words ],  
2: No

## 5.11 Data Sharing

5.11.1 Please confirm that you are able to work with UAS’ current ERP, Workday.

*Single, Radio group.*  
1: Yes  
2: No

5.11.2 Other than normal file transfer capabilities, what business processes with enhanced integration with Workday does your organization have that create new efficiencies for clients? How might these efficiencies reduce the workload for the University?

*Unlimited.*

5.11.3 Does your program/system have the capability to share applicable data with the following vendors or programs?

|  |  |  |  |
| --- | --- | --- | --- |
|  | Will submit to third party vendors/programs | Will accept from third party vendors/programs | Comments |
| a. Dental TPA | *Single, Pull-down list.* 1: Yes, 2: No | *Single, Pull-down list.* 1: Yes, 2: No | *500 words.* Nothing required |
| b. Vision carrier | *Single, Pull-down list.* 1: Yes, 2: No | *Single, Pull-down list.* 1: Yes, 2: No | *500 words.* Nothing required |
| c. Disability carrier | *Single, Pull-down list.* 1: Yes, 2: No | *Single, Pull-down list.* 1: Yes, 2: No | *500 words.* Nothing required |
| d. Case Management | *Single, Pull-down list.* 1: Yes, 2: No | *Single, Pull-down list.* 1: Yes, 2: No | *500 words.* Nothing required |
| e. Demand Management/Nurse Line | *Single, Pull-down list.* 1: Yes, 2: No | *Single, Pull-down list.* 1: Yes, 2: No | *500 words.* Nothing required |
| f. EAP/Behavioral Health vendor | *Single, Pull-down list.* 1: Yes, 2: No | *Single, Pull-down list.* 1: Yes, 2: No | *500 words.* Nothing required |
| g. FSA vendor | *Single, Pull-down list.* 1: Yes, 2: No | *Single, Pull-down list.* 1: Yes, 2: No | *500 words.* Nothing required |
| h. Maternity Management vendor | *Single, Pull-down list.* 1: Yes, 2: No | *Single, Pull-down list.* 1: Yes, 2: No | *500 words.* Nothing required |
| i. PBM | *Single, Pull-down list.* 1: Yes, 2: No | *Single, Pull-down list.* 1: Yes, 2: No | *500 words.* Nothing required |
| j. Other, please specify in comments: | *Single, Pull-down list.* 1: Yes, 2: No, 3: N/A | *Single, Pull-down list.* 1: Yes, 2: No, 3: N/A | *500 words.* Nothing required |
| k. Other, please specify in comments: | *Single, Pull-down list.* 1: Yes, 2: No, 3: N/A | *Single, Pull-down list.* 1: Yes, 2: No, 3: N/A | *500 words.* Nothing required |

5.11.4 Are there any additional costs for sharing data with the vendors noted?

*Single, Radio group.*  
1: Yes, explain: [ 500 words ],  
2: No

5.11.5 Are you capable of exporting a file to the FSA vendor to process FSA claims using medical claim data that is stored within your system?

*Single, Pull-down list.*  
1: Yes,  
2: No

5.11.6 Please confirm that you will be able to provide medical data to the FSA administrator on a daily basis at no additional charge.

*Single, Pull-down list.*  
1: Confirmed,  
2: Not Confirmed

5.11.7 You will provide UAS with online access to their enrollment information in real time.

*Single, Radio group.*  
1: Confirmed,  
2: Not Confirmed, please explain: [ 500 words ]

## 5.12 Member Services

5.12.1 What hours (Central Standard Time) will your firm's customer service telephone number be staffed?

*Unlimited.*

5.12.2 Do members reach a live representative or an interactive voice response unit (IVR) when calling Member Services?

*Single, Pull-down list.*  
1: Live Representative,  
2: Interactive voice response unit (IVR)

5.12.3 How are calls "after hours" of operation handled? Is there a voicemail system or capability for caller to leave messages after normal business hours?

*Multi, Checkboxes.*  
1: Voice Mail,  
2: No Service,  
3: Full Service (24/7),  
4: Some Extended hours for calls,  
5: Other, please specify: [ 10 words ]

5.12.4 Do your customer service representatives have multilingual capabilities?

*Unlimited.*

5.12.5 Do members have access to the claims/Member Service group via e-mail or internet? If yes, please specify features available (e-mail, web chat, etc.).

*Single, Radio group.*  
1: Yes, explain: [ 500 words ],  
2: No

5.12.6 Confirm that the Member Service group is accessible by a toll free number dedicated specifically for UAS

*Single, Pull-down list.*  
1: Confirmed,  
2: Not Confirmed

5.12.7 Please provide the geographic location of the Member Service unit(s) that will be servicing UAS's members.

*500 words.*

5.12.8 Will this service be outsourced? If so, provide the name of the outsourcer.

*Single, Radio group.*  
1: Yes, explain: [ 10 words],  
2: No

5.12.9 If the member services area uses a dedicated online call tracking and documentation system, choose the characteristic that best fits.

|  |  |
| --- | --- |
|  | Response |
| a. Date of initial call | *Single, Pull-down list.* 1: Does Track, 2: Does Not Track, 3: Not Applicable |
| b. Date inquiry closed | *Single, Pull-down list.* 1: Does Track, 2: Does Not Track, 3: Not Applicable |
| c. Representative who handled call | *Single, Pull-down list.* 1: Does Track, 2: Does Not Track, 3: Not Applicable |
| d. Call status | *Single, Pull-down list.* 1: Does Track, 2: Does Not Track, 3: Not Applicable |
| e. If and where issue was referred for handling | *Single, Pull-down list.* 1: Does Track, 2: Does Not Track, 3: Not Applicable |
| f.  Response for call (issue) | *Single, Pull-down list.* 1: Does Track, 2: Does Not Track, 3: Not Applicable |
| g. What was communicated to member | *Single, Pull-down list.* 1: Does Track, 2: Does Not Track, 3: Not Applicable |

5.12.10 Please check all items below which pertain to calls handled by the Member Service Representatives (MSR):

*Multi, Checkboxes.*  
1: All calls are recorded,  
2: MSRs document all calls,  
3: MSRs can make adjustments to claims during a call,  
4: Calls are documented verbatim,  
5: Calls are documented in summarization

5.12.11 Can the MSRs access claims status online real-time?

*Single, Pull-down list.*  
1: Yes,  
2: No

5.12.12 Can MSRs make adjustments to claims during a call real-time?

*Single, Pull-down list.*  
1: Yes,  
2: No

5.12.13 Indicate functions of your web-based product available to enrolled members.

*Multi, Checkboxes.*  
1: Check claim status,  
2: Swipe ID card with magnetic strips,  
3: Find network provider,  
4: View plan design information,  
5: Get estimated cost for a procedure/service,  
6: Get information about provider quality and/or outcomes,  
7: Read provider reviews from other members,  
8: Contact customer service,  
9: View and print an EOB,  
10: Plan design modeling/cost comparison for open enrollment

5.12.14 Does your web-based product comply with all current and known future security and HIPAA requirements for both aggregate and individual transactions?

*Single, Pull-down list.*  
1: Yes,  
2: No

5.12.15 Briefly describe your member website capabilities including whether your member website includes the following:

|  |  |
| --- | --- |
|  | Response |
| a. Accurate provider directory and provider search (physician, hospital, pharmacy, and ancillary providers) | *Single, Pull-down list.* 1: Yes, 2: No |
| b. Directions to provider's office provided by Map Quest or other mapping/direction applications | *Single, Pull-down list.* 1: Yes, 2: No |
| c. Ability to make a doctor's appointment online | *Single, Pull-down list.* 1: Yes, 2: No |
| d. Ability to review claims payment status online | *Single, Pull-down list.* 1: Yes, 2: No |
| e. Ability to review a history of claims payments (medical and pharmacy), including deductible status, out-of-pocket maximum status | *Single, Pull-down list.* 1: Yes, 2: No |
| f. Ability to review or print out a Health Statement with a history of claims payments | *Single, Pull-down list.* 1: Yes, 2: No |
| g. Ability to see a summary of UAS's plan design and review UAS's Evidence Of Coverage (EOC) | *Single, Pull-down list.* 1: Yes, 2: No |
| h. Ability to request replacement ID cards | *Single, Pull-down list.* 1: Yes, 2: No |
| i. Ability to contact member services online | *Single, Pull-down list.* 1: Yes, 2: No |
| j. Ability to review UAS's appeals process and file an appeal online | *Single, Pull-down list.* 1: Yes, 2: No |
| k. Ability to review the waste, fraud and abuse notification process | *Single, Pull-down list.* 1: Yes, 2: No |
| l.  Physician and hospital quality and/or outcomes data | *Single, Pull-down list.* 1: Yes, 2: No |
| m. Physician and hospital ranking or premium designation | *Single, Pull-down list.* 1: Yes, 2: No |
| n. Physician and hospital pricing data by procedure by provider | *Single, Pull-down list.* 1: Yes, 2: No |
| o. Information about diseases and conditions | *Single, Pull-down list.* 1: Yes, 2: No |
| p. Treatment cost estimator | *Single, Pull-down list.* 1: Yes, 2: No |
| q. Contact information for UAS, its other vendors, and links to their websites | *Single, Pull-down list.* 1: Yes, 2: No |
| r.  List of covered dependents | *Single, Pull-down list.* 1: Yes, 2: No |
| s. On-line access to forms | *Single, Pull-down list.* 1: Yes, 2: No |
| t. Other | *500 words.* |

5.12.16 Confirm that you will include UAS's logo throughout your portal and that online tools can be customized, as requested by UAS.

*Single, Pull-down list.*  
1: Confirmed,  
2: Not Confirmed

5.12.17 Do you utilize applications for mobile devices for messaging, provider lookup, general health information or other services? Please describe.

*Single, Radio group.*  
1: Yes, describe: [ 500 words ],  
2: No

5.12.18 Do you use an outside vendor to print the ID cards? If yes, what security measures are in place to prevent a breach?

*Single, Radio group.*  
1: Yes, explain: [ 500 words ],  
2: No

5.12.19 Confirm you are compliant with the Internal Claims and Appeals and External Review requirements under the Affordable Care Act (ACA).

*Single, Radio group.*  
1: Confirmed,  
2: Not confirmed: [ 500 words ]

## 5.13 Reporting

Does your standard reporting package include the following:

|  |  |
| --- | --- |
|  | Response |
| * Daily claim reports for funding | *Single, Pull-down list.* 1: Yes, 2: No |
| * A claims lag report. | *Single, Pull-down list.* 1: Yes, 2: No |
| * A monthly eligibility and paid claims summary | *Single, Pull-down list.* 1: Yes, 2: No |
| * A monthly medical management report. | *Single, Pull-down list.* 1: Yes, 2: No |
| * An annual comprehensive review | *Single, Pull-down list.* 1: Yes, 2: No |

5.13.1 Describe any other claim/management reports you would be able to supply to the plan sponsor regularly at no additional charge and the frequency with which it could be provided.

*Unlimited.*

How long are records maintained in the system? How far back can the plan sponsor go to obtain historical information on its medical plan?

*Unlimited.*

5.13.2 Provide as an attachment a sample annual report. Have you attached a document?

*Single, Pull-down list.*  
1: Yes,  
2: No

5.13.3 How soon after the plan year (calendar year) ends will the plan sponsor receive such reporting?

*50 words*

5.13.4 Please confirm that you will work with one or more outside Rx vendors in regards to downloading Rx data into your system to enable UAS to have combined Medical and Rx reporting capabilities through you. If there is an additional cost for this service, please explain.

*Single, Radio group.*  
1: Confirm – no additional cost,  
2: Confirm – additional cost: [ 500 words ],  
3: Not Confirmed

5.13.5 To which of the following will UAS have access?

|  |  |
| --- | --- |
|  | Response |
| a. Online claims access | *Single, Pull-down list.* 1: Yes, 2: No |
| b. Online claims reports | *Single, Pull-down list.* 1: Yes, 2: No |
| c. Online eligibility access | *Single, Pull-down list.* 1: Yes, 2: No |

5.13.6 Are you able to accommodate requests for ad hoc or customized reporting (including utilization information)?

*Single, Radio group.*  
1: Yes,  
2: No

5.13.7 Do you charge for ad hoc or customized reports? If so, please fully explain.

*Single, Radio group.*  
1: Yes, explain: [ 500 words ],  
2: No

5.13.8 How many reports or hours per year are included for ad hoc or customized reports at no additional charge?

|  |  |
| --- | --- |
|  | Response |
| a. Number of Reports | *Integer.* Nothing required |
| b. Number of Hours | *Integer.* Nothing required |

5.13.9 If you are able to accommodate ad hoc or customized reporting, what is the normal turnaround time to fulfill such requests?

*Single, Pull-down list.*  
1: Less than 1 week,  
2: 1-2 weeks,  
3: More than weeks

5.13.10 In the following two tables, please provide following outcomes information on your National and Arkansas book of business, based on each individual Core Disease listed above.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Nationwide** | # Members | Allowed PMPM | ER Visits per 1,000 | Admits per 1,000 | Days per 1,000 |
| Asthma: |  |  |  |  |  |
| All Managed Cases with Disease | *Integer.* | *Dollars.* | *Decimal.* | *Decimal.* | *Decimal.* |
| Non Managed Cases with Disease | *Integer.* | *Dollars.* | *Decimal.* | *Decimal.* | *Decimal.* |
| Congestive Heart Failure: |  |  |  |  |  |
| All Managed Cases with Disease | *Integer.* | *Dollars.* | *Decimal.* | *Decimal.* | *Decimal.* |
| Non Managed Cases with Disease | *Integer.* | *Dollars.* | *Decimal.* | *Decimal.* | *Decimal.* |
| COPD |  |  |  |  |  |
| All Managed Cases with Disease | *Integer.* | *Dollars.* | *Decimal.* | *Decimal.* | *Decimal.* |
| Non Managed Cases with Disease | *Integer.* | *Dollars.* | *Decimal.* | *Decimal.* | *Decimal.* |
| Coronary Artery Disease |  |  |  |  |  |
| All Managed Cases with Disease | *Integer.* | *Dollars.* | *Decimal.* | *Decimal.* | *Decimal.* |
| Non Managed Cases with Disease | *Integer.* | *Dollars.* | *Decimal.* | *Decimal.* | *Decimal.* |
| Diabetes |  |  |  |  |  |
| All Managed Cases with Disease | *Integer.* | *Dollars.* | *Decimal.* | *Decimal.* | *Decimal.* |
| Non Managed Cases with Disease | *Integer.* | *Dollars.* | *Decimal.* | *Decimal.* | *Decimal.* |
| Hypertension |  |  |  |  |  |
| All Managed Cases with Disease | *Integer.* | *Dollars.* | *Decimal.* | *Decimal.* | *Decimal.* |
| Non Managed Cases with Disease | *Integer.* | *Dollars.* | *Decimal.* | *Decimal.* | *Decimal.* |
| Depression |  |  |  |  |  |
| All Managed Cases with Disease | *Integer.* | *Dollars.* | *Decimal.* | *Decimal.* | *Decimal.* |
| Non Managed Cases with Disease | *Integer.* | *Dollars.* | *Decimal.* | *Decimal.* | *Decimal.* |

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **In Arkansas** | # Members | Allowed PMPM | ER Visits per 1,000 | Admits per 1,000 | Days per 1,000 |
| Asthma: |  |  |  |  |  |
| All Managed Cases with Disease | *Integer.* | *Dollars.* | *Decimal.* | *Decimal.* | *Decimal.* |
| Non Managed Cases with Disease | *Integer.* | *Dollars.* | *Decimal.* | *Decimal.* | *Decimal.* |
| Congestive Heart Failure: |  |  |  |  |  |
| All Managed Cases with Disease | *Integer.* | *Dollars.* | *Decimal.* | *Decimal.* | *Decimal.* |
| Non Managed Cases with Disease | *Integer.* | *Dollars.* | *Decimal.* | *Decimal.* | *Decimal.* |
| COPD |  |  |  |  |  |
| All Managed Cases with Disease | *Integer.* | *Dollars.* | *Decimal.* | *Decimal.* | *Decimal.* |
| Non Managed Cases with Disease | *Integer.* | *Dollars.* | *Decimal.* | *Decimal.* | *Decimal.* |
| Coronary Artery Disease |  |  |  |  |  |
| All Managed Cases with Disease | *Integer.* | *Dollars.* | *Decimal.* | *Decimal.* | *Decimal.* |
| Non Managed Cases with Disease | *Integer.* | *Dollars.* | *Decimal.* | *Decimal.* | *Decimal.* |
| Diabetes |  |  |  |  |  |
| All Managed Cases with Disease | *Integer.* | *Dollars.* | *Decimal.* | *Decimal.* | *Decimal.* |
| Non Managed Cases with Disease | *Integer.* | *Dollars.* | *Decimal.* | *Decimal.* | *Decimal.* |
| Hypertension |  |  |  |  |  |
| All Managed Cases with Disease | *Integer.* | *Dollars.* | *Decimal.* | *Decimal.* | *Decimal.* |
| Non Managed Cases with Disease | *Integer.* | *Dollars.* | *Decimal.* | *Decimal.* | *Decimal.* |
| Depression |  |  |  |  |  |
| All Managed Cases with Disease | *Integer.* | *Dollars.* | *Decimal.* | *Decimal.* | *Decimal.* |
| Non Managed Cases with Disease | *Integer.* | *Dollars.* | *Decimal.* | *Decimal.* | *Decimal.* |

## 5.14 Implementation Plan

5.14.1 The anticipated effective date is January 1, 2023. Please provide an implementation schedule for the services you are proposing, assuming this effective date. Tentative open enrollment dates of October 25-November 15 are planned.

*Unlimited.*

## 5.15 Fees, Allowances, Audits and Performance Guarantees

1 **INSTRUCTIONS**

* Fees for Medical Plan Administration must be quoted on a 'per-employee, per-month' basis (PEPM).
* Fees for Potential Carve-out Services (other than Mental Health and Wellbeing Solution) must be quoted on per participant or per claimant basis.
* Fees for Mental Health and Wellbeing Solution must be quoted on a 'per-employee, per-month' basis (PEPM).
* Fees must be guaranteed through PY 2025. Quotes for PY 2026 and PY 2027 are optional.
* Fees must be all-inclusive except for the potential carve-out services. Exclude the following services from your all-inclusive fee.
  1. Out-of-network claims repricing
  2. Comprehensive weight loss program focused on lifestyle improvement. Include a fully recognized Centers for Disease Control (CDC) Diabetes Prevention Program (DPP).
  3. Innovative digital diabetes management platform that engages people to achieve their personal health goals. The program should focus clinical coaching on lifestyle improvement to reduce the dependence on insulin and improve compliance.
  4. Comprehensive maternity benefits solution from preconception and pregnancy through return-to-work and parenthood.
  5. Fertility benefits management program enabling and supporting members to pursue the most effective treatment to reduce the burden of high risk pregnancy.

Clarify if this proposal relates to a:

*Single, Pull-down list.*

*1: Carrier Full Service ASO Proposal*

*2: TPA Custom Proposal*

*3: Other, Describe 100 words*

|  |  |  |  |
| --- | --- | --- | --- |
| **MEDICAL ADMINISTRATION COSTS - All-inclusive Administration Fees on a Per-Employee, Per-Month Basis (PEPM)** | **PY 2023 thru PY 2005** | **PY 2026** | **PY 2027** |
| **Estimated number of Contracts (Actives and Retirees)** | *Integer.* | *Integer.* | *Integer.* |
| 1.) Plan Administration PEPM Fees | *Dollars.* | *Dollars.* | *Dollars.* |
| 2.) Network Access PEPM Fees (including core and wrap networks) | *Dollars.* | *Dollars.* | *Dollars.* |
| 3) Core clinical services (utilization management, disease management for non-diabetic conditions, case management) | *Dollars.* | *Dollars.* | *Dollars.* |
| 4.) Total PEPM Admin/Access Fees | *Dollars.* | *Dollars.* | *Dollars.* |
| POTENTIAL CARVE-OUT SERVICES |  |  |  |
| 5. Weight Loss with Diabetes Prevention Program |  |  |  |
| 6. Diabetes Management Solution |  |  |  |
| 7. Maternity Benefits Solution |  |  |  |
| 8. Fertility Benefits Management Solution |  |  |  |
| 9. Mental Health Care and Wellbeing Solution |  |  |  |
| 10. Out-of-all networks claim re-pricing |  |  |  |

5.15.1 Please complete the following table.

|  |  |  |
| --- | --- | --- |
| **Services/Items Included in Fees ("Included", N/A, or $X.XX)** | **PY 2023, PY 2024, PY 2025** | **Fee** |
| Claims Adjudication | *Single, Pull-down list.* 1: Included, 2: Not Included, provide fee, 3: N/A | *Dollars.* |
| Network Access in Arkansas | *Single, Pull-down list.* 1: Included, 2: Not Included, provide fee, 3: N/A | *Dollars.* |
| Network Access outside of Arkansas | *Single, Pull-down list.* 1: Included, 2: Not Included, provide fee, 3: N/A |  |
| Disease/Case/Utilization Management  including monthly calls with UAS to discuss high cost claimants | *Single, Pull-down list.* 1: Included, 2: Not Included, provide fee, 3: N/A | *Dollars.* |
| Centers of Excellence |  |  |
| Benefit Booklet/SPD drafting (initial and updates) | *Single, Pull-down list.* 1: Included, 2: Not Included, provide fee, 3: N/A | *Dollars.* |
| ID Cards mailed to participant residence |  |  |
| Toll-free Member Services Line | *Single, Pull-down list.* 1: Included, 2: Not Included, provide fee, 3: N/A | *Dollars.* |
| Minimum Member Services Hours of Operation, M-F, 8:00 am to 5:00 pm, [Time Zone] | *Single, Pull-down list.* 1: Included, 2: Not Included, provide fee, 3: N/A | *Dollars.* |
| Interactive Website | *Single, Pull-down list.* 1: Included, 2: Not Included, provide fee, 3: N/A | *Dollars.* |
| Electronic Eligibility Transmittal and Receipt of Updates and Monthly Reconciliation | *Single, Pull-down list.* 1: Included, 2: Not Included, provide fee, 3: N/A | *Dollars.* |
| Acceptance, Storage, and Tracking of the UAS assigned IDs for ALL Member-Level Reporting | *Single, Pull-down list.* 1: Included, 2: Not Included, provide fee, 3: N/A | *Dollars.* |
| Use of the UAS assigned IDs on Vendor-issued ID Cards | *Single, Pull-down list.* 1: Included, 2: Not Included, provide fee, 3: N/A | *Dollars.* |
| Stop Loss Reporting |  |  |
| Standard Reporting - Monthly, Quarterly, Annual | *Single, Pull-down list.* 1: Included, 2: Not Included, provide fee, 3: N/A | *Dollars.* |
| Annual Accounting of UAS’s Received vs Claims Paid | *Single, Pull-down list.* 1: Included, 2: Not Included, provide fee, 3: N/A | *Dollars.* |
| Subrogation Services | *Single, Pull-down list.* 1: Included, 2: Not Included, provide fee, 3: N/A | *Dollars.* |
| Weekly touch base call with account manager and UAS | *Single, Pull-down list.* 1: Included, 2: Not Included, provide fee |  |
| Bi-weekly group operations call | *Single, Pull-down list.* 1: Included, 2: Not Included, provide fee |  |
| Monthly high-cost claims discussion | *Single, Pull-down list.* 1: Included, 2: Not Included, provide fee |  |
| Annual Account Team Meeting with UAS | *Single, Pull-down list.* 1: Included, 2: Not Included, provide fee | *Dollars.* |
| Technical Review of Enrollment Communications | *Single, Pull-down list.* 1: Included, 2: Not Included, provide fee, 3: N/A | *Dollars.* |
| Collect tobacco attestations and determine eligibility for enhanced benefit, communicate surcharge status to UAS, offer tobacco cessation program and administer reasonable accommodation process related to tobacco cessation) | *Single, Pull-down list.* 1: Included, 2: Not Included, provide fee, 3: N/A | *Dollars.* |
| First and Second Level Appeal Processing | *Single, Pull-down list.* 1: Included, 2: Not Included, provide fee, 3: N/A | *Dollars.* |

5.15.2 Detail all additional services and supplies to be provided under your basic fees that are not noted in your response to the Medical Fee section.

*500 words*

5.15.3 Will there be any additional charges if plans/benefits are restructured or new classes of eligible members are added? If so, state the charges and describe how those charges are determined.

*Single, Radio group.*  
1: Yes, explain: [ 500 words ],  
2: No

5.15.4 List all data-related services anticipated to be associated with servicing UAS. Note whether the services are, or are not, included in the proposed base administration fee. For those services note included in the base administration fee, note the additional charge.

*500 words.*

5.15.5 Confirm that multi-language communication phone line support is included in the base administrative fee. List the languages available to members.

*Single, Radio group.*  
1: Confirmed, explain: [ 500 words ],  
2: Not Confirmed

5.15.6 Provide a list of services that are paid through the claims and the basis of the charges. Also please describe how these fees will be identified in bills provided to UAS.

*500 words.*

### Allowances

5.15.7 Are you willing to provide any financial allowances to support implementation support, pre-implementation audits, readiness assessments, communication plans, outside printing costs, postage, audits, etc., for the Medical Plans?

*Single, Radio group.*  
1: Yes  
2: No

Which of the following allowances do you propose to provide?

| Allowance Type | Included? (Y/N) | Suggested Range | Credit Amount ($) | Frequency |
| --- | --- | --- | --- | --- |
| Implementation Allowance | *Single, Pull-down list.* 1: Agree, 2: Disagree | *$0 to $50,000* | *Dollars.* | One-time |
| Communication Allowance | *Single, Pull-down list.* 1: Agree, 2: Disagree | *$0 to $75,000* | *Dollars.* | Annual |
| Credit for TPA not providing actuarial services | *Single, Pull-down list.* 1: Agree, 2: Disagree | *$0 to $35,000* | *Dollars.* | Annual |
| Credit for health care data warehouse and analytics | *Single, Pull-down list.* 1: Agree, 2: Disagree | *$0 to $40,000* | *Dollars.* | Annual |
| Claim Audit Allowance | *Single, Pull-down list.* 1: Agree, 2: Disagree | *$0 to $50,000* | *Dollars.* | One-time |
| Clinical Audit Allowance  (e.g. CM, DM) | *Single, Pull-down list.* 1: Agree, 2: Disagree | *$0 to $25,000* | *Dollars.* | One-time |
| Other 1 | *Single, Pull-down list.* 1: Agree, 2: Disagree |  | *Dollars.* | *Single, Pull-down list.* 1: One-time 2: Annual |
| Other 2 | *Single, Pull-down list.* 1: Agree, 2: Disagree |  | *Dollars.* | *Single, Pull-down list.* 1: One-time 2: Annual |

### Audits

5.15.8 Please indicate whether or not you agree with the following statements regarding audits.

|  |  |
| --- | --- |
| Question | Response |
| 1. You will allow auditing of your operations as they relate to the administration and servicing of this account. | *Single, Pull-down list.* 1: Agree, 2: Disagree |
| 1. Your organization will not charge for services rendered in conjunction with the audit. | *Single, Pull-down list.* 1: Agree, 2: Disagree |
| 1. If problems are discovered, the cost of follow-up audits will be paid by your organization. | *Single, Pull-down list.* 1: Agree, 2: Disagree |
| 1. Your organization will provide reasonable cooperation with requests for information, which include but are not limited to the timing of the audit, deliverables, data/information requests and your response time to auditor's questions during and after the process. | *Single, Pull-down list.* 1: Agree, 2: Disagree |
| 1. Auditor has the right to perform audits with different scopes at different times during the contract year. | *Single, Pull-down list.* 1: Agree, 2: Disagree |
| 1. Auditor has the right to perform additional audits during the year of similar scope if performed as a follow-up to ensure significant/material errors found in a previous audit have been corrected and are not recurring or if additional information becomes available to warrant further investigation. | *Single, Pull-down list.* 1: Agree, 2: Disagree |
| 1. Your organization will provide a response to all findings received within 30 days of audit, or at a later date if mutually determined to be more reasonable based on the number and type of findings. | *Single, Pull-down list.* 1: Agree, 2: Disagree |
| 1. Confirm you will allow Segal Consultants, or any other party selected by UAS, to audit all provisions governed by the contract. | *Single, Pull-down list.* 1: Agree, 2: Disagree |

5.15.9 Will you allow the University to conduct an audit of your provider contracts? Please explain.

*Single, Radio group.*  
1: Yes, explain: [ Unlimited ] ,  
2: No

### Performance Guarantees

5.15.10 The University of Arkansas will require specific minimum performance guarantees. In addition, you may provide other guarantees designed to differentiate your program. All guarantees shall be set and measured annually. Measurement of performance guarantees may be based on internal self-reporting, subject to independent audit.

|  |  |  |  |
| --- | --- | --- | --- |
| **Metrics** | **Standard** | **Penalty $$ at Risk** | **Timing of Payments** |
| 1.     Claim Payments: Financial accuracy | 99% or greater on annual basis | *Dollars.* | *Unlimited.* |
| 2.     Claim Payments: Coding Accuracy | 98% or greater on annual basis | *Dollars.* | *Unlimited.* |
| 3.     Claim Turnaround Time | 95% of clean claim transactions processed in 14 business days | *Dollars.* | *Unlimited.* |
| 4.     Telephone Response Time | 95% of all calls answered with 20 seconds | *Dollars.* | *Unlimited.* |
| 5.     Phone Abandonment Rate | Average abandonment rate as a percent of all calls will be less than 3% **for each month** the contract is in effect. *Do* ***NOT*** *include calls responded to by Integrated Voice Response (IVR) in your answer.* | *Dollars.* | *Unlimited.* |
| 6.     Implementation | Plan is operational prior to effective date. (e.g., eligibility loaded and tested, plan design loaded and tested, ID card delivered prior to effective date, client online access to all tools prior to effective date) | *Dollars.* | *Unlimited.* |
| 7.     Account Service Satisfaction | Client is satisfied with overall account management based on annual survey of client on matters related to representative responsiveness and problem solving | *Dollars.* | *Unlimited.* |
| 8.     Employee Satisfaction Survey | The vendor agrees to conduct an Employee Satisfaction Survey for each contract year and that the Satisfaction Rate will be 90% or greater | *Dollars.* | *Unlimited.* |
| 9.     Network Provider Discounts | Network will guarantee all proposed discounts on a dollar for dollar basis | *Dollars.* | *Unlimited.* |
| 10.  Compliance | The vendor will meet all relevant state and federal regulations during the life of the contract | *Dollars.* | *Unlimited.* |
| 11.  Provider Network Access | A minimum of 90% of plan members will have access to network providers as defined in the network access criteria section | *Dollars.* | *Unlimited.* |
| 12.  Provider Network Stability | No greater than 5% reduction in current network providers panel in any State where members reside by the end of each policy year | *Dollars.* | *Unlimited.* |
| 13.  Accuracy of Provider Directories | No wrongly identified network provider | *Dollars.* | *Unlimited.* |
| 14.  Data Reporting | Vendor provides proposed reports on agreed upon timing and frequency | *Dollars.* | *Unlimited.* |
| 15.  Hospital Discharge Planning | Vendor will contact or attempt to contact 95% of patients discharged from a hospital within 72 hours with clinical coaching and discharge planning assistance | *Dollars.* | *Unlimited.* |
| 16.  Case Management | 95% of claimants meeting clinical criteria for case management where contacted for case management services (must provide documentation) | *Dollars.* | *Unlimited.* |
| 17.  DM Engagement Rates | 85% of targeted claimants will be active participants in any chronic disease management program activated | *Dollars.* | *Unlimited.* |
| 18.  Implementation Allowance | Place the $ (dollar) per employee amount or the flat dollar amount you are offering the Client for costs related to legal review, consultants and communications | *Dollars.* | *Unlimited.* |
| 19.  Client Results | Do you agree that all standards will be measured based on the client's specific data? Yes ( ) No () If no explain source of measurement | *Dollars.* | *Unlimited.* |
| 20.  Total Penalties At Risk | Provide a total of penalties at risk (other than dollar for dollar discount guarantees) | *Dollars.* | *Unlimited.* |

5.15.11 What portion of the proposed ASO fee is your organization willing to put at financial risk relating to the discounts quoted? Please provide your parameters for a discount guarantee. How will this be measured?

*Unlimited.*

UAS is interested in securing a trend guarantee that places a portion of the fee at risk for meeting overall cost increases. Please provide a guarantee for the following three years assuming the Plan’s current plan design as well as assuming the Plan implements your specialized management or network initiatives.

|  |  |  |  |
| --- | --- | --- | --- |
|  | CY 2023 to  CY 2024 | CY 2024 to  CY 2025 | CY 2025 to  CY 2026 |
| Guaranteed Maximum Trend in Allowed Charges Calculated on an Incurred in 12 and Paid in 18 PEPM Basis removing claims in excess of $250,000 | *Percent.* | *Percent.* | *Percent.* |
| Amount at Risk (as a PEPM) | *Dollars.* | *Dollars.* | *Dollars.* |

# 6. Carve-out Repricing and Clinical Services

Vendors may quote any or all of the following services:

* Out-of-network claims repricing
* Comprehensive weight loss program focused on lifestyle improvement. Include a fully recognized Centers for Disease Control (CDC) Diabetes Prevention Program (DPP).
* Innovative digital diabetes management platform that engages people to achieve their personal health goals. The program should focus clinical coaching on lifestyle improvement to reduce the dependence on insulin and improve compliance.
* Comprehensive maternity benefits solution from preconception and pregnancy through return-to-work and parenthood.
* Fertility benefits management program enabling and supporting members to pursue the most effective treatment to reduce the burden of high risk pregnancy.
* Precision mental healthcare that offers comprehensive live and on demand digital mental and emotional well-being support.

## 6.1 Out-of-network Claims R**epricing** Specific Questions

1. When presented with an OON claim, what is the average charge as a % of Medicare?

*Percent*

1. What percentage of OON claims negotiated result in savings?

*Percent*

1. What is your average negotiated cost as a % of Medicare?

*Percent*

1. In what % of negotiations with providers, do you obtain a settlement agreement that eliminates balance billing to the patient?

*Percent*

1. As you review bills which of the following do you assess:

|  |  |
| --- | --- |
| Accurate DRG grouping | Single, Pull-down list.  1: Yes,  2: No |
| Reasonableness of number of units billed | Single, Pull-down list.  1: Yes,  2: No |
| Validity of revenue codes | Single, Pull-down list.  1: Yes,  2: No |
| Presence of hospital acquired conditions | Single, Pull-down list.  1: Yes,  2: No |
| Presence of unlikely medical events | Single, Pull-down list.  1: Yes,  2: No |

## Identify charges/costs to UAS for this solution.

*Unlimited*

## Identify performance guarantees that your organization will make available to UAS.

*Unlimited*

## 6.2 Clinical Carve-out Services

## For each separate clinical carve-out solution, address these two qualifying questions. Answers of “No” to both questions will not satisfy UAS minimum qualification requirements.

6.2.1 Comprehensive weight loss program focused on lifestyle improvement. Include a fully recognized Centers for Disease Control (CDC) Diabetes Prevention Program (DPP).

|  |  |
| --- | --- |
| A. Do you have any independent evaluations of the effectiveness of your solution that you are submitting as part of your proposal? | Single, Pull-down list.  1: Yes  2: No |
| B. Do you have any case studies with client names referenced and tangible results quantified that you are submitting as part of your proposal? | Single, Pull-down list.  1: Yes  2: No |

6.2.2 Innovative digital diabetes management platform that engages people to achieve their personal health goals. The program should focus clinical coaching on lifestyle improvement to reduce the dependence on insulin and improve compliance.

|  |  |
| --- | --- |
| A. Do you have any independent evaluations of the effectiveness of your solution that you are submitting as part of your proposal? | Single, Pull-down list.  1: Yes  2: No |
| B. Do you have any case studies with client names referenced and tangible results quantified that you are submitting as part of your proposal? | Single, Pull-down list.  1: Yes  2: No |

6.2.3 Comprehensive maternity benefits solution from preconception and pregnancy through return-to-work and parenthood.

|  |  |
| --- | --- |
| A. Do you have any independent evaluations of the effectiveness of your solution that you are submitting as part of your proposal? | Single, Pull-down list.  1: Yes  2: No |
| B. Do you have any case studies with client names referenced and tangible results quantified that you are submitting as part of your proposal? | Single, Pull-down list.  1: Yes  2: No |

6.2.4 Fertility benefits management program enabling and supporting members to pursue the most effective treatment to reduce the burden of high risk pregnancy.

|  |  |
| --- | --- |
| A. Do you have any independent evaluations of the effectiveness of your solution that you are submitting as part of your proposal? | Single, Pull-down list.  1: Yes  2: No |
| B. Do you have any case studies with client names referenced and tangible results quantified that you are submitting as part of your proposal? | Single, Pull-down list.  1: Yes  2: No |

6.2.5 Precision mental healthcare that offers comprehensive live and on demand digital mental and emotional well-being support.

|  |  |
| --- | --- |
| A. Do you have any independent evaluations of the effectiveness of your solution that you are submitting as part of your proposal? | Single, Pull-down list.  1: Yes  2: No |
| B. Do you have any case studies with client names referenced and tangible results quantified that you are submitting as part of your proposal? | Single, Pull-down list.  1: Yes  2: No |

If you have answered “Yes” to one of the qualifying questions, please provide the following:

1. Provide a two-page summary of your solution in a PDF.
2. On a one-page PDF, indicate why your solution is superior to other similar solutions.
3. Identify and provide copies of any independent evaluations of your solution in a PDF.
4. Provide a case study example of success with your solution in a PDF.
5. Provide a link to a demonstration of the solution from a user perspective.
6. Identify charges/costs to UAS for this solution.
7. Identify performance guarantees that your organization will make available to UAS.

# 7. Benefit Administration Services

## 7.1 General Information

7.1.1 Does your proposal contemplate providing these services

|  |  |
| --- | --- |
| **Service** | **Response:** |
| * Health Care and Dependent Care Flexible Spending Account Administration, Plan Document drafting, SPD drafting, | Single, Pull-down list.  1: Yes  2: No |
| * Non-discrimination testing under IRC S. 105/106, 125 and 129. IRC S 79 testing is not required as the public university does not have any key employees as defined in IRC 416(i). | Single, Pull-down list.  1: Yes  2: No |
| * Health Savings Account Administration | Single, Pull-down list.  1: Yes  2: No |
| * COBRA administration | Single, Pull-down list.  1: Yes  2: No |
| * Retiree billing for Non-Medicare eligible Classic Medical Plan, Dental Plan and Vision Plan | Single, Pull-down list.  1: Yes  2: No |
| All of the above | Single, Pull-down list.  1: Yes  2: No |

7.1.2 Provide the total national membership (# of covered employees, # of employer clients, # of University clients and # of hospital clients) that receives medical administration services from your organization and indicate how many of these are in Arkansas.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
|  | **Health Savings Account Response** | **Flexible Spending Account Response** | **COBRA Administration Response** | **Retiree Billing Response** | **Other (specify)** |
| Total number of covered participants | *Integer.* | *Integer.* | *Integer.* | *Integer.* | *Integer.* |
| Total number of employer plans | *Integer.* | *Integer.* | *Integer.* | *Integer.* | *Integer.* |
| Total number of Universities | *Integer.* | *Integer.* | *Integer.* | *Integer.* | *Integer.* |
| Total number of Hospital | *Integer.* | *Integer.* | *Integer.* | *Integer.* | *Integer.* |

## 7.2 Flexible Spending Account Questionnaire

The selected vendor will be responsible for the following administrative services:

* Discrimination testing
* Communication materials
* Attendance at virtual open enrollment meetings
* Handling of open enrollment information materials
* Processing participant requests for reimbursement according to plan and IRS rules
* Providing access to online web tools for submission of expense documentation and viewing of account balances
* Periodic employee statements
* Debit card issuance and administration

7.2.1 Confirm that your organization will provide the University with the information in its custody for use in preparing all returns and reports that are required by the Internal Revenue Service, the Department of Labor and any other federal, state, or other agencies. The selected vendor must agree to assist in the preparation of such returns and reports whenever called upon to do so by the University.

*Single, Radio group.*  
1: Confirmed,  
2: Not confirmed, explain: [ Unlimited ]

7.2.2 Confirm that your organization will set up and maintain custodian bank accounts for FSA benefit payments, and will assume responsibility for performing bank reconciliation procedures.

*Single, Radio group.*  
1: Confirmed,  
2: Not confirmed, explain: [ Unlimited ]

7.2.3 Please describe your ability to provide FSA administration services as outlined in this RFP.

*Unlimited.*

7.2.4 Will your organization provide seminars and other educational activities upon request to promote this program?

*Single, Radio group.*  
1: Yes, explain: [ Unlimited ] ,  
2: No

7.2.5 Please complete the following table of services required in administering the FSA program:

|  |  |  |
| --- | --- | --- |
| **Service** | **Will your organization perform the following services?** | **Explain the way in which you will provide each of these services** |
| Initial setup of employee accounts including 2023 balances and processing run-out claims | *Single, Pull-down list.* 1: Yes, 2: No | *Unlimited.* Nothing required |
| Communication to plan members | *Single, Pull-down list.* 1: Yes, 2: No | *Unlimited.* Nothing required |
| Web-based on-line tool for enrollment information and inquiries | *Single, Pull-down list.* 1: Yes, 2: No | *Unlimited.* Nothing required |
| Web-based on-line access to employee accounts | *Single, Pull-down list.* 1: Yes, 2: No | *Unlimited.* Nothing required |
| Virtual enrollment meetings | *Single, Pull-down list.* 1: Yes, 2: No | *Unlimited.* Nothing required |
| Processing of requests for reimbursement, including eligibility verification | *Single, Pull-down list.* 1: Yes, 2: No | *Unlimited.* Nothing required |
| Ongoing record keeping of accounts | *Single, Pull-down list.* 1: Yes, 2: No | *Unlimited.* Nothing required |
| Issuance of reimbursement drafts and pertinent documentation | *Single, Pull-down list.* 1: Yes, 2: No | *Unlimited.* Nothing required |
| Employee notification of account balances near year-end | *Single, Pull-down list.* 1: Yes, 2: No | *Unlimited.* Nothing required |
| Periodic accounting and statistical reports (include samples) | *Single, Pull-down list.* 1: Yes, 2: No | *Unlimited.* Nothing required |
| Annual Nondiscrimination testing to ensure Plan is in compliance with IRS Code Section 125.  If there is an additional cost for annual testing, please specify. | *Single, Pull-down list.* 1: Yes, 2: No | *Unlimited.* Nothing required |
| Banking arrangement for financing FSA program | *Single, Pull-down list.* 1: Yes, 2: No | *Unlimited.* Nothing required |
| Debit cards (specify brand) | *Single, Pull-down list.* 1: Yes, 2: No | *Unlimited.* Nothing required |
| Account statements | *Single, Pull-down list.* 1: Yes, 2: No | *Unlimited.* Nothing required |

7.2.6 Indicate how contributions, accounting and reimbursements are tracked.

*Unlimited.*

7.2.7 Can your system accommodate changes to an employee's election during the plan year due to employee status changes, family status changes and / or changes in eligibility?

*Single, Radio group.*  
1: Yes, explain: [ Unlimited ] ,  
2: No

7.2.8 Describe your process for dependent care reimbursements. What type of supporting documentation will you require?

7.2.9 If requested, can you administer FSA during the COBRA extension period?

*Unlimited.*

7.2.10 Can your system flag certain recurring expenses that have already been substantiated? (i.e., will you require substantiation of a recurring eligible expense each time the expense is submitted, or only the first time it is submitted?)

*Single, Radio group.*  
1: Yes, explain: [ Unlimited ] ,  
2: No

7.2.11 Describe your procedures for correcting overpayments and underpayments.

*Unlimited.*

7.2.12 Describe how forfeitures are handled for year-end accounting.

*Unlimited.*

7.2.13 Describe how your system processes requests that exceed a participant's account balance. Is the employee paid the balance of the account and the unpaid request amount is pended for future automatic payments?

*Unlimited.*

7.2.14 Will your system allow employees to submit reimbursement requests for eligible expenses incurred during the prior year, for a period of no more than 90 days after the end of the plan year?

*Single, Radio group.*  
1: Yes, explain: [ Unlimited ] ,  
2: No

7.2.15 Describe your banking arrangement, including the timing of the call for funds; any deposit amount required in the account; its term (weekly, monthly); and any interest earned on deposits or on amounts held in the account until checks are cashed.

*Unlimited.*

7.2.16 Do you offer ACH or direct deposit of reimbursements? If so, does an additional fee apply?

*Single, Radio group.*  
1: Yes, explain: [ Unlimited ] ,  
2: No

7.2.17 Provide samples of communication materials to be distributed to participants, including, but not limited to:

*Unlimited.*

## 7.3 Health Savings Account Questionnaire

1. Describe employers’ ability to perform aggregate HSA balances (detail ability to retrieve data on new versus rollover balances), current and in the past
2. Describe your practice for issuing tax-reporting forms to HSA account holders (if there is an associated cost, include in the Fee Section).
3. Describe and provide examples of documents employees will need to sign to participate in the HSA for purposes of pre-tax contributions, and any other attestations that employers will need to collect and supply to you.
4. Describe your services available for testing comparable contributions for comparable participating employees under IRC Section 4980G and applicable regulations.
5. Describe your HSA banking services or those of the custodian(s) you use. Name the custodian(s) and provide information about your partnership(s) with them. Describe any choices that HSA participants have in choosing investment options.
6. Detail the current investment options available to HSA participants and the associated rate of returns for the past five years.
7. Indicate if additional investment options are currently being planned and the associated implementation timeline.
8. What is the threshold balance in the account before a participant can invest funds?
9. Detail how the HSA fund balance can be accessed by the member and what administrative fees are associated with methods of access.
10. Detail whether or not the HSA accepts rollovers from other HSAs and Medical Spending Accounts. Describe the transfer process if applicable, including delays before funds are available.
11. Describe how post-tax HSA contributions are handled, compared to pre-tax HSA contributions. Are post-tax contributions available immediately to the participant?
12. Describe how your firm provides for direct deposit of participant reimbursements.
13. Can you provide the following reports:
    1. How many HSAs are open, current and in the past
    2. Total HSA contributions, current and in the past
    3. Aggregate HSA balances (detail ability to retrieve data on new versus rollover balances), current and in the past
    4. List any other standard HSA reports and the information available

## 7.4 Debit Card Services for FSA and HSA

7.4.1 Describe your debit card services and types of benefits handled. Do you provide a proprietary card, or do you use an outside vendor?

*Unlimited.*

7.4.2 With what other companies do you contract in order to provide debit card services (e.g., bank, credit card company, etc.). Describe the services provided by your company and those contracted to other companies, and describe the contractual arrangements.

*Unlimited.*

7.4.3 Describe when paper substantiation is required for a debit card expense that is not auto-substantiated and any substantiation the participant is required to retain for tax purposes.

*Unlimited.*

7.4.4 How do you assure that every claim, both electronic and paper, is properly substantiated in accordance with IRS guidelines?

*Unlimited.*

7.4.5 Is your organization in compliance with IRS Notice 006-69? If not, please describe your compliance program. What types of claims cannot be administered with your debit card?

*Unlimited.*

7.4.6 For each of the four requirements contained in Rev. Ruling 2003-43, describe how your program complies with IRS requirements:

|  |  |
| --- | --- |
|  | Response |
| Employee Certification requirements | *Unlimited.* |
| Limiting reimbursements to qualified vendors | *Unlimited.* |
| Review and substantiation of every claim | *Unlimited.* |
| Meaningful correction procedures | *Unlimited.* |

7.4.7 Describe which automatic electronic substantiation methods you use for:

|  |  |
| --- | --- |
|  | Response |
| Copayments | *Unlimited.* |
| Recurring claims | *Unlimited.* |
| Real-time substantiation | *Unlimited.* |
| Inventory Information Approval System (IIAS) | *Unlimited.* |

7.4.8 Describe your card’s multi-purse stacking features. What is the standard payment priority order (i.e., which account would pay first)?

7.4.9 Is there any coordination or automatic third-party substantiation between your program and a third-party payer or insurance carrier (e.g., medical plan)?

*Single, Radio group.*  
1: Yes, explain: [ Unlimited ] ,  
2: No

7.4.10 Describe your procedures and policies that prevent abuse of the debit card (e.g. purchase of items that are not qualified medical expenses).

*Unlimited.*

7.4.11 Confirm that all fees associated with the debit card are included in the base FSA and HSA administration fees.

*Unlimited.*

7.4.12 How many debit cards are issued to each participant? Do you agree to provide an initial set of 2 cards, at no additional cost? Do you require participants to activate their card?

*Unlimited.*

7.4.13 Describe the banking arrangements necessary to implement your debit card program. Will you agree to waive any pre-funding requirements? Include information about when and how often money transfers would be required.

*Unlimited.*

## 7.5 Additional Questions applicable to FSA and HSA Services

7.5.1 Are participants able to access their account information online? How frequently are transactions posted on the website? Does the website show whether a claim is pending while expenses are being substantiated?

*Single, Radio group.*  
1: Yes, explain: [ Unlimited ] ,  
2: No

7.5.2 Do you offer a mobile app for account management and claims / receipt submission?

*Single, Radio group.*  
1: Yes, explain: [ Unlimited ] ,  
2: No

7.5.3 Please confirm that your system can store alternate participant ID numbers in addition to Social Security Numbers (SSN), and that your system can perform search, sort and reporting functions using alternate participant IDs in lieu of SSN.

*Unlimited.*

7.5.4 Do you have a policy that addressed the handling of a client's data should the client wish to move to another service provider? If yes, please describe.

*Unlimited.*

7.5.5 Detail your reconciliation responsibilities and procedures. The University will require that all reconciliations be performed by the successful vendor.

*Unlimited.*

## 7.6 COBRA Administration

The selected vendor will be responsible for the following administrative services.

* Initial COBRA Notice
* Election Notice/Enrollment Applications
* Coupon mailing/billing statement
* Premium collection and tracking/ACH premium deductions
* COBRA termination letters, including early termination
* Mailing of rate change letters
* Updating of system for new plan year’s rates
* Vendor eligibility reporting (electronic)
* Distribution of unavailability of COBRA coverage
* Monthly reporting
* Self-pay premium administration for participants on leave
* Handles offers, tracking of offers and collection of premiums for ACA-eligible employees
  1. Each campus measures ACA eligibility on a rolling 12-month look back basis.  The COBRA vendor receives eligibility information from the home campus.  With that notice the COBRA vendor sends out the ACA eligibility offer and accepts the enrollment and payment from the employee.  When payment is received the COBRA vendor sends that payment to the UAS Office and notifies the home campus of the enrollment and notifies our health plan TPA of the enrollment.  The home campus then includes the employer portion of premium payments in the monthly remittance to the UAS Office.

7.6.1 Please describe your ability to provide COBRA administration services as described in this RFP.

*Unlimited.*

7.6.2 How do you identify, or how are you notified of Qualifying Events?

*Unlimited.*

7.6.3 Please confirm that you are able to provide the following and describe all functions that are automatically tracked and/or processed through your COBRA system:

|  |  |  |
| --- | --- | --- |
|  | Response | Description |
| Initial COBRA notice | *Single, Pull-down list.* 1: Confirmed, 2: Not confirmed | *Unlimited.* Nothing required |
| Election Notice/ Enrollment Application | *Single, Pull-down list.* 1: Confirmed, 2: Not confirmed | *Unlimited.* Nothing required |
| Coupon mailing / billing statement | *Single, Pull-down list.* 1: Confirmed, 2: Not confirmed | *Unlimited.* Nothing required |
| Premium collection and tracking / ACH premium deductions | *Single, Pull-down list.* 1: Confirmed, 2: Not confirmed | *Unlimited.* Nothing required |
| Multiple Qualifying Events | *Single, Pull-down list.* 1: Confirmed, 2: Not confirmed | *Unlimited.* Nothing required |
| COBRA termination letters, including early termination | *Single, Pull-down list.* 1: Confirmed, 2: Not confirmed | *Unlimited.* Nothing required |
| Notices of conversion privileges, if applicable | *Single, Pull-down list.* 1: Confirmed, 2: Not confirmed | *Unlimited.* Nothing required |
| Mailing of rate change letters | *Single, Pull-down list.* 1: Confirmed, 2: Not confirmed | *Unlimited.* Nothing required |
| Updating of system for new plan year’s rates and provision of mailing lists to the University for communicating plan design changes | *Single, Pull-down list.* 1: Confirmed, 2: Not confirmed | *Unlimited.* Nothing required |
| Monthly reporting | *Single, Pull-down list.* 1: Confirmed, 2: Not confirmed | *Unlimited.* Nothing required |
| Handling of offers, tracking of offers and collection of premiums for ACA-eligible employees | *Single, Pull-down list.* 1: Confirmed, 2: Not confirmed | *Unlimited.* Nothing required |

7.6.4 Describe how your company keeps its staff apprised of COBRA regulations. Indicate the scope of your company’s technical research ability, including staff and access to legal resources.

*Unlimited.*

7.6.5 Confirm your ability to send electronic eligibility files to the University’s vendors directly. Are you able to issue file feeds in the standard HIPAA 834 format and / or the vendor’s proprietary format? Are there additional fees for multiple eligibility feeds?

*Unlimited.*

7.6.6 What open enrollment materials are provided to COBRA eligibles, and at what additional cost?

*Unlimited.*

7.6.7 Describe your custom reporting and online reporting capabilities.

*Unlimited.*

7.6.8 Please describe your COBRA administration systems (hardware, platform, software, etc.). Describe how you would track terminations, qualifying events, allowable COBRA periods, etc. Please be specific.

*Unlimited.*

## 7.7 Retiree Billing Services

The selected vendor will be responsible for the following administrative services:

* Billing retirees for non-Medicare eligible medical plan, dental plan and vision plan coverage
* Produce and distribute payment coupons or invoices
* Premium collections and tracking/ACH premium deductions and the ability to pay via credit card online
* Determine and track premium payments, which includes a multi-step process for delinquent payments, including:
  1. Two late notice letters;
  2. Contacting home campus to check the status; and
  3. Sending a termination notice letter.
* Provide monthly census reports to each campus on the amounts collected by retiree by benefit plan
* Administer retiree premium changes when a participate moves from pre-65 retiree status to Medicare status at age 65
* Provide customer service
* Produce and distribute delinquency notification letters to participants
* Produce a monthly delinquency report

7.7.1 Do you send monthly statements or coupons? If sending monthly statements, what day of the month are they sent?

*Single, Radio group.*  
1: Yes, explain: [ Unlimited ] ,  
2: No, explain: [ Unlimited ]

7.7.2 Does a retiree have the option to receive statements and communications via email?

*Single, Radio group.*  
1: Yes, explain: [ Unlimited ] ,  
2: No

7.7.3 When would the previous month’s reports be available?

*Unlimited.*

7.7.4 Do you have the ability to customize reports? Will there be an extra charge and if so, what is the basis for determining the cost?

*Single, Radio group.*  
1: Yes, explain: [ Unlimited ] ,  
2: No

7.7.5 Will designated UAS staff have the ability to access and/or query data through your website?

*Single, Radio group.*  
1: Yes, explain: [ Unlimited ] ,  
2: No, explain: [ Unlimited ]

7.7.6 Will UAS staff have the ability to add participants online directly into your system, for emergency cases only? If so, how will your system handle a participant that was manually entered when it’s submitted in a file transfer?

*Single, Radio group.*  
1: Yes, explain: [ Unlimited ] ,  
2: No

7.7.7 Do members have the option to pay monthly bills online and/or via credit card?

*Single, Radio group.*  
1: Yes, explain: [ Unlimited ] ,  
2: No, explain: [ Unlimited ]

7.7.8 Do members have the ability to set up for monthly bills to be automatically paid via ACH debit and/or via credit card?

*Single, Radio group.*  
1: Yes, explain: [ Unlimited ] ,  
2: No, explain: [ Unlimited ]

7.7.9 Do retirees have the option to turn off statements if they do not wish to receive a reminder each month?

*Single, Radio group.*  
1: Yes, explain: [ Unlimited ] ,  
2: No, explain: [ Unlimited ]

7.7.10 Would your organization have the ability to notify UAS of any Statements or other correspondence that is returned? Notification is needed in order to research and verify the status of the retiree.

*Unlimited.*

7.7.11 Does your organization have the ability to notify vendors of enrollment prior to receipt of the first premium payment?

*Single, Radio group.*  
1: Yes, explain: [ Unlimited ] ,  
2: No, explain: [ Unlimited ]

7.7.12 Can you receive an electronic file with terminations to know when there is a new retiree member?

*Single, Radio group.*  
1: Yes, explain: [ Unlimited ] ,  
2: No, explain: [ Unlimited ]

7.7.13 Do you send out notifications to the retiree when benefits change due to age (i.e. Medicare or Life Insurance)?

*Single, Radio group.*  
1: Yes, explain: [ Unlimited ] ,  
2: No, explain: [ Unlimited ]

7.7.14 Can your organization process enrollments/changes within 2 days of receipt?

*Single, Radio group.*  
1: Yes, explain: [ Unlimited ] ,  
2: No, explain: [ Unlimited ]

7.7.15 Do you send out delinquency letters for non-payment? Confirm a retiree’s coverage should not be terminated without the express consent of UAS.

*Single, Radio group.*  
1: Yes, explain: [ Unlimited ] ,  
2: No, explain: [ Unlimited ]

7.7.16 How will you handle partial payments made by retirees?

*Unlimited.*

7.7.17 Can you list all retirees on the billing report and still show who have paid their premiums for that month and who have not?

*Single, Radio group.*  
1: Yes, explain: [ Unlimited ] ,  
2: No, explain: [ Unlimited ]

7.7.18 On the current month reports, can you include payments from members that were supposed to be made the month prior?

*Unlimited.*

7.7.19 If a member makes a payment for the current month and the two months following, will the payment be reflected on the report as each month paid goes by?

*Unlimited.*

7.7.20 Describe the options and procedures used in retiree billing. Does your firm provide for direct pay, bank draft, credit card and third-party payments? Does your firm provide for monthly, quarterly and annual pre-payment of premiums with a procedure to pro-rate and refund premiums if coverage is ended before that pre-paid period is completed?

*Unlimited.*

## 7.8 Fees for Benefits Administration Services

This section should disclose all charges to be assessed the University for the required services.  Describe any special services and/or benefits offered at no cost to the University.

7.8.1 Please confirm that:

|  |  |  |
| --- | --- | --- |
|  | Response | Comments |
| All fees are guaranteed for 36 months from contract inception. Fees are guaranteed for 12 months upon renewal after the initial contract expiration (at the University's option), and that all future rate adjustments will be subject to annual renewal (e.g., at least 12 months) in the absence of benefit revisions. | *Single, Pull-down list.* 1: Confirmed, 2: Not confirmed, explain in comments | *Unlimited.* Nothing required |
| All future rate adjustments will be communicated at least 120 days in advance of the effective date. | *Single, Pull-down list.* 1: Confirmed, 2: Not confirmed, explain in comments | *Unlimited.* Nothing required |
| Debit Card fees are included in the base FSA administration fees. | *Single, Pull-down list.* 1: Confirmed, 2: Not confirmed, explain in comments | *Unlimited.* Nothing required |
| Debit Card fees are included in the base HSA administration fees. | *Single, Pull-down list.*  *1: Confirmed,*  *2: Not confirmed, explain in comments* | *Unlimited.* Nothing required |

*Unlimited.*

7.8.2 Please complete the following tables outlining your proposed fees. Quotes are desired on the following bases:

|  |  |
| --- | --- |
| **Service** | **Quote Basis** |
| Flexible spending accounts | Per participant per month |
| Plan document services | Monthly aggregate fee |
| Discrimination testing services | Monthly aggregate fee |
| Health savings accounts | Per participant per month |
| COBRA administration – original notice and election processing | Monthly aggregate fee + postage |
| COBRA administration – participant recordkeeping | Per person electing COBRA coverage per month |
| Retiree billing | Per retiree with coverage per month |

**Table 1 – Summary of Fees**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | **PY 2023 thru PY 2025** | **PY 2026** | **PY 2027** | **Comments** |
| **FSA Administration** |  |  |  |  |
| Health Care | *Dollars.* | *Dollars.* | *Dollars.* | *Unlimited.* Nothing required |
| Dependent Care | *Dollars.* | *Dollars.* | *Dollars.* | *Unlimited.* Nothing required |
| **HSA Administration** | *Dollars.* | *Dollars.* | *Dollars.* | *Unlimited.* Nothing required |
| **Debit Cards** |  |  |  |  |
| Initial Card (Set of 2 cards) | **Included in base Fee** | **Included** | **Included** |  |
| Replacement Cards (Set of 2 cards) (For lost or stolen cards) | *Dollars.* | *Dollars.* | *Dollars.* | *Unlimited.* Nothing required |
| **Discrimination testing** | *Dollars.* | *Dollars.* | *Dollars.* | *Unlimited.* Nothing required |
| **Drafting of Plan documents including  Non-ERISA SPD, Amendments, SBC, Notices, etc.** | *Dollars.* | *Dollars.* | *Dollars.* | *Unlimited.* Nothing required |
| **Printing & postage for ID cards, Credible Coverage Notice, HIPAA Special Enrollment Notice and care management programs** | *Dollars.* | *Dollars.* | *Dollars.* | *Unlimited.* Nothing required |
| **COBRA administration – original notice and election processing** | *Dollars.* | *Dollars.* | *Dollars.* | *Unlimited.* Nothing required |
| **COBRA administration – participant recordkeeping** | *Dollars.* | *Dollars.* | *Dollars.* | *Unlimited.* Nothing required |
| Other (specify) | *Dollars.* | *Dollars.* | *Dollars.* | *Unlimited.* Nothing required |
| **Total Estimated Annual Fees** | *Dollars.* | *Dollars.* | *Dollars.* | *Unlimited.* Nothing required |

7.8.3 **Table 2 - First Year Set-Up Fees, If Any**

|  |  |
| --- | --- |
| **Service** | **Set-Up Fees (Year 1 Only)** |
| Initial set-up charge | *Dollars.* N/A OK. |
| Development of communication materials | *Dollars.* N/A OK. |
| Other (specify) | *Dollars.* N/A OK. |
| Total Set-up fees | *Dollars.* N/A OK. |

7.8.4 Provide a list of services included in fees.

*Unlimited.*

7.8.5 Provide any special fees, charges or expenses of any kind not included in fees.

*Unlimited.*

8 Certification Form

8.1 Complete the attached and upload as part of your response.

*Single, Pull-down list.*  
1: Attached,  
2: Not provided

Attached Document(s): [UAS RFP\_Certification Form.docx](file:///C:\Users\Heather%20Hein\AppData\Local\Temp\api\doc.php\UAS+Critical+Illness+RFP_Certification+Form.docx%3fdoc_id=67602333&filename=UAS+Critical+Illness+RFP_Certification+Form.docx&viachild=1&sessid=v5adminsegal49072_3502_05&popup=1)

9 Intent to Bid

9.1 Complete the attached and email directly to John Hardy ([jhardy@segalco.com](mailto:jhardy@sibson.com)).

**Instructions for submission: Click on the Messaging/History in the left-hand side menu and on the following page create a "New" message and select "Individual User" (John Hardy) to send to. Once your attachment is uploaded, be sure to check the box to include your attachment with the email and then click "Send."**

*Single, Pull-down list.*  
1: Completed and sent,  
2: Not completed

Attached Document(s): [UAS RFP\_Intent to Bid.docx](file:///C:\Users\Heather%20Hein\AppData\Local\Temp\api\doc.php\UAS+Critical+Illness+RFP_Intent+to+Bid.docx%3fdoc_id=67602334&filename=UAS+Critical+Illness+RFP_Intent+to+Bid.docx&viachild=1&sessid=v5adminsegal49072_3502_05&popup=1)

10 Exhibits

10.1 Reference Documents

10.1.1 Reference documentation is located on the Manage Documents page. A link has been provided in the left-hand side menu.  
  
The attached exhibits provide further details needed to complete the Medical bid evaluation.  
  
Exhibit A: Census as of November 2021  
Exhibit B: Medical Plan Summaries

Exhibit C-1: Monthly Medical Claims Experience and Eligibility (October 2019 – September 2021)

Exhibit C-2: Claims File for Repricing

Exhibit D: CPT Network Reimbursement

Exhibit E: Medical Provider List (October 2020 – September 2021, to be completed and returned with your proposal)

10.2 Other Required Forms

10.2.1 Complete the RFP No. 111021 University of Arkansas System Medical Plan Services 2021.docx and upload as part of your response.

*Single, Pull-down list.*  
1: Attached,  
2: Not provided

Attached Document(s): 12672.055 UAS [RFP 111021 UA Medical Services TsCs\_2021.docx](file:///C:\Users\hhein\OneDrive\Desktop\Clients\Segal\UAS%20LAD\api\doc.php\85060130%3fdoc_id=85060130&howname=0&viachild=1&sessid=v5adminsegal21888_5130_02&popup=1)