



RFP 2015-299

**INSURANCE, MEDICAL, DENTAL, VISION,
COBRA ADMINISTRATION,
FSA ADMINISTRATION, AND RETIREE HEALTH**

LEGAL NOTICE

By order of the Commissioners' Court of Collin County, Texas, sealed proposals will be received by the Purchasing Agent, 2300 Bloomdale Road, Suite 3160, McKinney, TX 75071, until **2:00 P.M., Thursday, October 8, 2015** for competitive proposals on **Insurance, Medical, Dental, Vision, Cobra Administration, FSA Administration, and Retiree Health RFP No. 2015-299**. Proposers should use unit pricing. Funds for payment have been provided through Collin County budget approved by the Commissioners' Court for this fiscal year only. Proposers may obtain detailed specifications and other documents at Office of the Purchasing Agent: Collin County Administration Building, Purchasing Department, 2300 Bloomdale Road, Suite 3160, McKinney, TX 75071, 972-548-4165, or by going to: www.Ionwave.net. Sealed proposals will be opened on **Thursday, October 8, 2015 at 2:00 P.M.** by the Purchasing Agent, Collin County Administration Building, Purchasing Department, 2300 Bloomdale Road, Suite 3160, McKinney, TX 75071. The Commissioners' Court reserves the right to reject any and all proposals.



ATTENTION: CLASSIFIEDS
BILL TO: ACCOUNT NO 06100315-00
COMMISSIONERS' COURT

NOTICE TO PUBLISHERS: Please publish in your issue on **Thursday, September 10, 2015** and **Thursday, September 17, 2015**. A copy of this notice and the publishers' affidavit must accompany the invoice when presented for payment.

NEWSPAPER: Plano Star Courier
DATE: September 8, 2015
FAX: 972-529-1684

Collin County, Texas

Bid Information

Bid Owner Geraldine Osinaike, CPPO,
CPPB Senior Buyer
Email gosinaike@co.collin.tx.us
Phone (972) 548-4107
Fax (972) 548-4694

Bid Number 2015-299
Title Insurance, Medical, Dental,
Vision, Cobra Administration, FSA
Administration, and Retiree Health

Bid Type RFP
Issue Date 09/09/2015
Close Date 10/8/2015 2:00:00 PM Central

Contact Information

Address 2300 Bloomdale Rd.
Ste. 3160
McKinney, TX 75071

Contact Geraldine Osinaike, CPPO, CPPB
Senior Buyer

Department Purchasing
Building Admin. Building
Floor/Room Ste.3160
Telephone (972) 548-4107
Fax (972) 548-4694
Email gosinaike@co.collin.tx.us

Ship to Information

Address 2300 Bloomdale Rd.
Ste. 4117
McKinney, TX 75071

Contact
Department Human Resources
Building Admin. Building
Floor/Room Ste. 4117
Telephone
Fax
Email

Supplier Information

Company Name _____
Contact Name _____
Address _____

Telephone _____
Fax _____
Email _____
Signature _____

Supplier Notes

Date ____ / ____ / ____

Bid Notes

Bid Activities

| Date | Name | Description |
|----------------------|-----------------------------|-------------|
| 9/30/2015 2:00:00 PM | Will you submit a proposal? | |

Bid Messages

Bid Attachments

The following attachments are associated with this opportunity and will need to be retrieved separately

| Line | Filename | Description |
|--------|---|--------------------------------|
| Header | Advertisement Insurance, Medical Health 2015-299.docx | Advertisement |
| Header | 2016 Medical RFP_Sent to Purchasing_09022015 Final.doc | Specification |
| Header | Terms of Contract_Proposals.docx | Terms of Contract_Proposals |
| Header | General Instructions_Proposals.docx | General Instructions_Proposals |

Bid Attributes

Please review the following and respond where necessary

| # | Name | Note | Response |
|---|------------------------|--|------------------|
| 1 | Exceptions | Do you take exceptions to the bid specifications. If so, by separate attachment, please state your exceptions. Valid Responses: [Please Select], Yes, No | _____ (Required) |
| 2 | Preferential Treatment | The County of Collin, as a governmental agency of the State of Texas, may not award a contract to a nonresident bidder unless the nonresident's bid is lower than the lowest bid submitted by a responsible Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located (Government Code, Title 10, V.T.C.A., Chapter 2252, Subchapter A). Is your principal place of business in the State of Texas?: Valid Responses: [Please Select], Yes, No | _____ (Required) |
| 3 | Preferential Treatment | If your principal place of business is not in Texas, which state is your principal place of business? | _____ (Optional) |
| 4 | Preferential Treatment | If your principal place of business is not in Texas, does your state favor resident bidders (bidders in your state) by some dollar increment or percentage? Valid Responses: [Please Select], Yes, No, N/A | _____ (Optional) |
| 5 | Preferential Treatment | If your state favors resident bidders, state by what dollar amount or percentage. | _____ (Optional) |
| 6 | Cooperative Contracts | As permitted under Title 8, Chapter 271, Subchapter F, Section 271.101 and 271.102 V.T.C.A. and Title 7, Chapter 791, Subchapter C, Section 791.025, V.T.C.A., other local governmental entities may wish to also participate under the same terms and conditions contained in this contract. Each entity wishing to participate must enter into an inter-local agreement with Collin County and have prior authorization from vendor. If such participation is authorized, all purchase orders will be issued directly from and shipped directly to the local governmental entity requiring supplies/services. Collin County shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by these entities. Each entity reserves the right to determine their participation in this contract. Would bidder be willing to allow other local governmental entities to participate in this contract, if awarded, under the same terms and conditions? | _____ (Optional) |

- | | | | |
|----|----------------------------|---|------------------|
| 7 | Proposer Acknowledgement | By signing and submitting this Proposal, Offeror acknowledges, understands the specifications, any and all addenda, and agrees to the proposal terms and conditions and can provide the minimum requirements stated herein. Offeror acknowledges they have read the document in its entirety, visited the site, performed investigations and verifications as deemed necessary, is familiar with local conditions under which work is to be performed and will be responsible for any and all errors in Proposal submittal resulting from Offeror's failure to do so. Offeror acknowledges the prices submitted in this Proposal have been carefully reviewed and are submitted as correct and final. If Proposal is accepted, vendor further certifies and agrees to furnish any and all products/services upon which prices are extended at the price submitted, and upon conditions in the specifications of the Request for Proposal. | Acknowledgement |
| 8 | Bidder Survey | <p>In order to better serve our bidders, the Collin County Purchasing Department is conducting the following survey. We appreciate your time and effort expended to submit your bid. Please take a moment to complete the below. Should you have any questions or require more information please call (972) 548-4165.</p> <p>How did you receive notice of this request? Valid Responses: [Please Select], Plano Star Courier, Plan Room, Collin County eBid Notification, Collin County Website</p> | _____ (Required) |
| 9 | Immigration and Reform Act | <p>By submitting a quote/bid/proposal I declare and affirm that my company is in compliance with the Immigration and Reform Act of 1986 and all employees are legally eligible to work in the United States of America.</p> <p>I further understand and acknowledge that any non-compliance with the Immigration and Reform Act of 1986 at any time during the term of this contract will render the contract voidable by Collin County.</p> | Immigration |
| 10 | Debarment Certification | By submitting a quote/bid/proposal bidder certifies that neither my company nor an owner or principal of my company has been debarred, suspended or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension," as described in the Federal Register and Rules and Regulations. | Debarment |

Line Items

| # | Qty | UOM | Description | Response |
|---|-----|-----|------------------------------|----------|
| 1 | 1 | | Please upload your proposal. | \$_____ |

Supplier Notes: _____

1.0 GENERAL INSTRUCTIONS

1.0.1 Definitions

1.0.1.1 Offeror: refers to submitter.

1.0.1.2 Vendor/Contractor/Provider: refers to a Successful Vendor/Contractor/Service Provider.

1.0.1.3 Submittal: refers to those documents required to be submitted to Collin County, by an Offeror.

1.0.1.4 RFP: refers to Request for Proposal.

1.0.1.5 CSP: refers to Competitive Sealed Proposal

1.1 If Offeror does not wish to submit an offer at this time, please submit a No Bid.

1.2 Awards shall be made not more than ninety (90) days after the time set for opening of submittals.

1.3 Collin County is always conscious and extremely appreciative of your time and effort in preparing your submittal.

1.4 Collin County exclusively uses ionWave Technologies, Inc. (Collin County eBid) for the notification and dissemination of all solicitations. The receipt of solicitations through any other company may result in your receipt of incomplete specifications and/or addendums which could ultimately render your bid non-compliant. Collin County accepts no responsibility for the receipt and/or notification of solicitations through any other company.

1.5 A submittal may not be withdrawn or canceled by the offeror prior to the ninety-first (91st) day following public opening of submittals and only prior to award.

1.6 It is understood that Collin County, Texas reserves the right to accept or reject any and/or all Proposals/Submittals for any or all products and/or services covered in a Request For Proposal (RFP) and Competitive Sealed Proposal (CSP), and to waive informalities or defects in submittals or to accept such submittals as it shall deem to be in the best interest of Collin County.

1.7 All RFP's and CSP's submitted in hard copy paper form shall be submitted in a sealed envelope, plainly marked on the outside with the RFP/CSP number and name. A hard copy paper form submittal shall be manually signed in ink by a person having the authority to bind the firm in a contract. Submittals shall be mailed or hand delivered to the Collin County Purchasing Department.

1.8 No oral, telegraphic or telephonic submittals will be accepted. RFP's and CSP's may be submitted in electronic format via Collin County eBid.

1.9 All Request for Proposals (RFP) and Competitive Sealed Proposals (CSP) submitted electronically via Collin County eBid shall remain locked until official date and time of opening as stated in the Special Terms and Conditions of the RFP and/or CSP.

1.10 Time/date stamp clock in Collin County Purchasing Department shall be the official time of receipt for all Request for Proposals (RFP) and Competitive Sealed Proposals (CSP) submitted in hard copy paper form. RFP's, and CSP's received in the Collin County Purchasing Department after submission deadline shall be considered void and unacceptable. Absolutely no late submittals will be considered. Collin County accepts no responsibility for technical difficulties related to electronic submittals.

1.11 For hard copy paper form submittals, any alterations made prior to opening date and time must be initialed by the signer of the RFP/CSP, guaranteeing authenticity. Submittals cannot be altered or amended after submission deadline.

1.12 Collin County is by statute exempt from the State Sales Tax and Federal Excise Tax; therefore, the prices submitted shall not include taxes.

1.13 Any interpretations, corrections and/or changes to a Request for Proposal or Competitive Sealed Proposal and related Specifications or extensions to the opening/receipt date will be made by addenda to the respective document by the Collin County Purchasing Department. Questions and/or clarification requests must be submitted no later than seven (7) days prior to the opening/receipt date. Those received at a later date may not be addressed prior to the public opening. Sole authority to authorize addenda shall be vested in Collin County Purchasing Agent as entrusted by the Collin County Commissioners' Court. Addenda may be transmitted electronically via Collin County eBid.

1.13.1 Addenda will be transmitted to all that are known to have received a copy of the RFP/CSP and related Specifications. However, it shall be the sole responsibility of the Bidder/Quoter/Offeror to verify issuance/non-issuance of addenda and to check all avenues of document availability (i.e. **Collin County eBid** <https://collincountytexas.ionwave.net/>, telephoning Purchasing Department directly, etc.) prior to opening/receipt date and time to insure Offeror's receipt of any addenda issued. Offeror shall acknowledge receipt of all addenda.

1.14 All materials and services shall be subject to Collin County approval.

1.15 Collin County reserves the right to make award in whole or in part as it deems to be in the best interest of the County.

1.16 Any reference to model/make and/or manufacturer used in specifications is for descriptive purposes only. Products/materials of like quality will be considered.

1.17 Offerors taking exception to the specifications shall do so at their own risk. By offering substitutions, Offeror shall state these exceptions in the section provided in the RFP/CSP or by attachment. Exception/substitution, if accepted, must meet or exceed specifications stated therein. Collin County reserves the right to accept or reject any and/or all of the exception(s)/substitution(s) deemed to be in the best interest of the County.

1.18 Minimum Standards for Responsible Prospective Offerors: A prospective Offeror must meet the following minimum requirements:

1.18.1 have adequate financial resources, or the ability to obtain such resources as required;

1.18.2 be able to comply with the required or proposed delivery/completion schedule;

1.18.3 have a satisfactory record of performance;

1.18.4 have a satisfactory record of integrity and ethics;

1.18.5 be otherwise qualified and eligible to receive an award.

Collin County may request documentation and other information sufficient to determine Offeror's ability to meet these minimum standards listed above.

1.20 Vendor shall bear any/all costs associated with its preparation of a RFP/CSP submittal.

1.21 Public Information Act: Collin County is governed by the Texas Public Information Act, Chapter 552 of the Texas Government Code. All information submitted by prospective bidders during the bidding process is subject to release under the Act.

1.22 The Offeror shall comply with Commissioners' Court Order No. 2004-167-03-11, County Logo Policy.

1.23 Interlocal Agreement: Successful bidder agrees to extend prices and terms to all entities that has entered into or will enter into joint purchasing interlocal cooperation agreements with Collin County.

1.24 Bid Openings: All bids submitted will be read at the county's regularly scheduled bid opening for the designated project. However, the reading of a bid at bid opening should be not construed as a comment on the responsiveness of such bid or as any indication that the county accepts such bid as responsive.

The county will make a determination as to the responsiveness of bids submitted based upon compliance with all applicable laws, Collin County Purchasing Guidelines, and project documents, including but not limited to the project specifications and contract documents. The county will notify the successful bidder upon award of the contract and, according to state law; all bids received will be available for inspection at that time.

2.0 TERMS OF CONTRACT

2.1 A proposal, when properly accepted by Collin County, shall constitute a contract equally binding between the Vendor/Contractor/Provider and Collin County. No different or additional terms will become part of this contract with the exception of an Amendment.

2.2 No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All Amendments to the contract will be made in writing by Collin County Purchasing Agent.

2.3 No public official shall have interest in the contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171.

2.4 The Vendor/Contractor/Provider shall comply with Commissioners' Court Order No. 96-680-10-28, Establishment of Guidelines & Restrictions Regarding the Acceptance of Gifts by County Officials & County Employees.

2.5 Design, strength, quality of materials and workmanship must conform to the highest standards of manufacturing and engineering practice.

2.6 Proposals must comply with all federal, state, county and local laws concerning the type(s) of product(s)/service(s)/equipment/project(s) contracted for, and the fulfillment of all ADA (Americans with Disabilities Act) requirements.

2.7 All products must be new and unused, unless otherwise specified, in first-class condition and of current manufacture. Obsolete products, including products or any parts not compatible with existing hardware/software configurations will not be accepted.

2.8 Vendor/Contractor/Provider shall provide any and all notices as may be required under the Drug-Free Work Place Act of 1988, 28 CFR Part 67, Subpart F, to its employees and all sub-contractors to insure that Collin County maintains a drug-free work place.

2.9 Vendor/Contractor/Provider shall defend, indemnify and save harmless Collin County and all its officers, agents and employees and all entities, their officers, agents and employees who are participating in this contract from all suits, claims, actions, damages (including personal injury and or property damages), or demands of any character, name and description, (including attorneys' fees, expenses and other defense costs of any nature) brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of Vendor/Contractor/Provider's breach of the contract arising from an award, and/or any negligent act, error, omission or fault of the Vendor/Contractor/Provider, or of any agent, employee, subcontractor or supplier of Vendor/Contractor/Provider in the execution of, or performance under, any contract which may result from an award. Vendor/Contractor/Provider shall pay in full any judgment with costs, including attorneys' fees and expenses which are rendered against Collin County and/or participating entities arising out of such breach, act, error, omission and/or fault.

2.10 If a contract, resulting from a Collin County RFP/CSP is for the execution of a public work, the following shall apply:

2.10.1 In accordance with V.T.C.A. 2253.021, a governmental agency that makes a public work contract with a prime contractor shall require the contractor, before beginning work, to execute to the governmental entity a Payment Bond if the contract is in excess of \$25,000.00. Such bond shall be in the amount of the contract payable to the governmental entity and must be executed by a corporate surety in accordance with

Section 1, Chapter 87, Acts of the 56th Legislature, Regular Session, 1959 (Article 7.19-1 Vernon's Texas Insurance Code).

2.10.2 In accordance with V.T.C.A. 2253.021, a governmental agency that makes a public work contract with a prime contractor shall require the contractor, before beginning work, to execute to the governmental entity a Performance Bond if the contract is in excess of \$100,000.00. Such bond shall be in the amount of the contract payable to the governmental entity and must be executed by a corporate surety in accordance with Section 1, Chapter 87, Acts of the 56th Legislature, Regular Session, 1959 (Article 7.19-1 Vernon's Texas Insurance Code).

2.11 Purchase Order(s) shall be generated by Collin County to the vendor. Collin County will not be responsible for any orders placed/delivered without a valid purchase order number.

2.12 The contract shall remain in effect until any of the following occurs: delivery of product(s) and/or completion and acceptance by Collin County of product(s) and/or service(s), contract expires or is terminated by either party with thirty (30) days written notice prior to cancellation and notice must state therein the reasons for such cancellation. Collin County reserves the right to terminate the contract immediately in the event the Vendor/Contractor/Provider fails to meet delivery or completion schedules, or otherwise perform in accordance with the specifications. Breach of contract or default authorizes the County to purchase elsewhere and charge the full increase in cost and handling to the defaulting Vendor/Contractor/Provider.

2.13 Collin County Purchasing Department shall serve as Contract Administrator or shall supervise agents designated by Collin County.

2.14 All delivery and freight charges (FOB Inside delivery at Collin County designated locations) are to be included as part of the proposal price. All components required to render the item complete, installed and operational shall be included in the total proposal price. Collin County will pay no additional freight/delivery/installation/setup fees.

2.15 Vendor/Contractor/Provider shall notify the Purchasing Department immediately if delivery/completion schedule cannot be met. If delay is foreseen, the Vendor/Contractor/Provider shall give written notice to the Purchasing Agent. The County has the right to extend delivery/completion time if reason appears valid.

2.16 The title and risk of loss of the product(s) shall not pass to Collin County until Collin County actually receives and takes possession of the product(s) at the point or points of delivery. Collin County shall generate a purchase order(s) to the Vendor/Contractor/Provider and the purchase order number must appear on all itemized invoices.

2.17 Invoices shall be mailed directly to the Collin County Auditor's Office, 2300 Bloomdale Road, Suite 3100, McKinney, Texas 75071. All invoices shall show:

2.17.1 Collin County Purchase Order Number;

2.17.2 Vendor's/Contractor's/Provider's Name, Address and Tax Identification Number;

2.17.3 Detailed breakdown of all charges for the product(s) and/or service(s) including applicable time frames.

2.18 Payment will be made in accordance with V.T.C.A., Government Code, Title 10, Subtitle F, Chapter 2251.

- 2.19 All warranties shall be stated as required in the Uniform Commercial Code.
- 2.20 The Vendor/Contractor/Provider and Collin County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.
- 2.21 The Vendor/Contractor/Provider agree to protect Collin County from any claims involving infringements of patents and/or copyrights.
- 2.22 The contract will be governed by the laws of the State of Texas. Should any portion of the contract be in conflict with the laws of the State of Texas, the State laws shall invalidate only that portion. The remaining portion of the contract shall remain in effect. The contract is performable in Collin County, Texas.
- 2.23 The Vendor/Contractor/Provider shall not sell, assign, transfer or convey the contract, in whole or in part, without the prior written approval from Collin County.
- 2.24 The apparent silence of any part of the specification as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of the specification shall be made on the basis of this statement.
- 2.25 Vendor/Contractor/Provider shall not fraudulently advertise, publish or otherwise make reference to the existence of a contract between Collin County and Vendor/Contractor/Provider for purposes of solicitation. As exception, Vendor/Contractor/Provider may refer to Collin County as an evaluating reference for purposes of establishing a contract with other entities.
- 2.26 The Vendor/Contractor/Provider understands, acknowledges and agrees that if the Vendor/Contractor/Provider subcontracts with a third party for services and/or material, the primary Vendor/Contractor/Provider (awardee) accepts responsibility for full and prompt payment to the third party. Any dispute between the primary Vendor/Contractor/Provider and the third party, including any payment dispute, will be promptly remedied by the primary vendor. Failure to promptly render a remedy or to make prompt payment to the third party (subcontractor) may result in the withholding of funds from the primary Vendor/Contractor/Provider by Collin County for any payments owed to the third party.
- 2.27 Vendor/Contractor/Provider shall provide Collin County with diagnostic access tools at no additional cost to Collin County, for all Electrical and Mechanical systems, components, etc., procured through this contract.
- 2.28 Criminal History Background Check: If required, ALL individuals may be subject to a criminal history background check performed by the Collin County's Sheriff's Office prior to access being granted to Collin County. Upon request, Vendor/Contractor/Provider shall provide list of individuals to Collin County Purchasing Department within five (5) working days.
- 2.29 Non-Disclosure Agreement: Where applicable, vendor shall be required to sign a non-disclosure agreement acknowledging that all information to be furnished is in all respects confidential in nature, other than information which is in the public domain through other means and that any disclosure or use of same by vendor, except as provided in the contract/agreement, may cause serious harm or damage to Collin County. Therefore, Vendor agrees that Vendor will not use the information furnished for any purpose other than that stated in contract/agreement, and agrees that Vendor will not either directly or indirectly by agent, employee, or representative disclose this information, either in whole or in part, to any third party, except on a need to know basis for the purpose of evaluating any possible transaction. This agreement shall be binding upon Collin County and Vendor, and upon the directors, officers, employees and agents of each.

2.30 Vendors/Contractors/Providers must be in compliance with the Immigration and Reform Act of 1986 and all employees specific to this solicitation must be legally eligible to work in the United States of America.

2.31 Certification of Eligibility: This provision applies if the anticipated Contract exceeds \$100,000.00 and as it relates to the expenditure of federal grant funds. By submitting a bid or proposal in response to this solicitation, the Offeror certifies that at the time of submission, he/she is not on the Federal Government's list of suspended, ineligible, or debarred contractors. In the event of placement on the list between the time of proposal submission and time of award, the Offeror will notify the Collin County Purchasing Agent. Failure to do so may result in terminating this contract for default.

2.32 Notice to Vendors/Contractors/Providers delivering goods or performing services within the Collin County Detention Facility: The Collin County Detention Facility houses persons who have been charged with and/or convicted of serious criminal offenses. When entering the Detention Facility, you could: (1) hear obscene or graphic language; (2) view partially clothed male inmates; (3) be subjected to verbal abuse or taunting; (4) risk physical altercations or physical contact, which could be minimal or possibly serious; (5) be exposed to communicable or infectious diseases; (6) be temporarily detained or prevented from immediately leaving the Detention Facility in the case of an emergency or "lockdown"; and (7) subjected to a search of your person or property. While the Collin County Sheriff's Office takes every reasonable precaution to protect the safety of visitors to the Detention Facility, because of the inherently dangerous nature of a Detention Facility and the type of the persons incarcerated therein, please be advised of the possibility of such situations exist and you should carefully consider such risks when entering the Detention Facility. By entering the Collin County Detention Facility, you acknowledge that you are aware of such potential risks and willingly and knowingly choose to enter the Collin County Detention Facility.

2.33 Delays and Extensions of Time when applicable:

2.33.1 If the Vendor/Contractor/Provider is delayed at any time in the commence or progress of the Work by an act or neglect of the Owner or Architect/Engineer, or of an employee of either, or of a separate contractor employed by the Owner, or by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Vendor/Contractor/Provider's control, or by delay authorized by the Owner pending mediation and arbitration, or by other causes which the Owner or Architect/Engineer determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Owner/Architect/Enginner may determine.

2.33.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time and could not have been reasonably anticipated, and that the weather conditions had an adverse effect on the scheduled construction.

NOTE: All other terms and conditions (i.e. Insurance Requirements, Bond Requirements, etc.) shall be stated in the individual RFP/CSP Solicitation documents as Special Terms, Conditions and Specifications.

3.0 INSURANCE REQUIREMENTS

3.1 Before commencing work, the vendor shall be required, at its own expense, to furnish the Collin County Purchasing Agent with certified copies of all insurance certificate(s) indicating the coverage to remain in force throughout the term of this contract.

3.1.1 **Commercial General Liability** insurance including but not limited to the coverage indicated below. Coverage shall not exclude or limit Products/Completed Operations, Contractual Liability, or Cross Liability. Coverage must be written on occurrence form.

- Each Occurrence: \$1,000,000
- Personal Injury & Adv. Injury: \$1,000,000
- Products/Completed Operation Aggregate: \$2,000,000
- General Aggregate: \$2,000,000

3.1.2 **Workers Compensation** insurance as required by the laws of Texas, and Employers' Liability.

Employers' Liability

- Liability, Each Accident: \$500,000
- Disease-Each Employee: \$500,000
- Disease – Policy Limit: \$500,000

3.1.3 **Commercial Automobile Liability** insurance which includes any automobile (owned, non-owned, and hired vehicles) used in connection with the contract.

- Combined Single Limit – Each Accident: \$1,000,000

3.1.4 **Professional/Errors & Omissions Liability** insurance with a two (2) year extended reporting period. If you choose to have project coverage endorsed onto your base policy, this would be acceptable.

- Each Occurrence/Aggregate: \$5,000,000

3.2 With reference to the foregoing insurance requirement, the vendor shall endorse applicable insurance policies as follows:

3.2.1 A waiver of subrogation in favor of Collin County, its officials, employees, volunteers and officers shall be provided for General Liability, Commercial Automobile Liability, and Workers' Compensation.

3.2.2 The vendor's insurance coverage shall name Collin County as additional insured under the General Liability policy.

3.2.3 All insurance policies shall be endorsed to require the insurer to immediately notify Collin County of any decrease in the insurance coverage limits.

- 3.2.4 All insurance policies shall be endorsed to the effect that Collin County will receive at least thirty (30) days notice prior to cancellation, non-renewal or termination of the policy.
- 3.2.5 All copies of Certificates of Insurance shall reference the project/contract number.
- 3.3 All insurance shall be purchased from an insurance company that meets the following requirements:
- 3.3.1 A financial rating of A-VII or higher as assigned by the BEST Rating Company or equivalent.
- 3.4 Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent, and shall contain provisions representing and warranting the following:
- 3.4.1 Sets forth all endorsements and insurance coverages according to requirements and instructions contained herein.
- 3.4.2 Sets forth the notice of cancellation or termination to Collin County.

4.0 GENERAL INFORMATION & SPECIFICATIONS

4.1 INTRODUCTION

Collin County is seeking a vendor to provide group benefits administration/insurance for Collin County's Medical, Dental, Vision, Consolidated Omnibus Budget Reconciliation Act (COBRA), Flexible Spending Accounts (FSA), and retiree health benefits. Interested vendors are asked to propose on one or more of the following coverages/services:

Medical claim administration, including:

- provider networks
- third party administrator (TPA) / administrative services only (ASO)
- Health Insurance Portability and Accountability Act (HIPAA), Patient Protection and Affordable Care Act (PPACA), and other legally required notifications, provided in English and Spanish (and any other language required under PPACA)
- case management
- pre-authorizations
- cost control programs including limited provider groups, bundled payments, value based insurance design, and other options not mentioned or that are new and innovative
- wellness initiatives including disease management programs
- customer service
- reporting
- subrogation

Dental claim administration, including:

- Health Insurance Portability and Accountability Act (HIPAA), Patient Protection and Affordable Care Act (PPACA), and other legally required notifications
- pre-authorizations
- customer service
- reporting

Vision claim administration, including:

- Health Insurance Portability and Accountability Act (HIPAA), Patient Protection and Affordable Care Act (PPACA), and other legally required notifications, provided in English and Spanish
- customer service
- reporting

COBRA Administration for medical, pharmacy, dental, vision, retiree plans, including:

- preparation and distribution of all required COBRA notification including initial notices, election notices, late payment notices, and end-of-COBRA notices
- collection and remittance of premiums
- customer service
- reporting

Flexible Spending Account (FSA) Administration, including:

- health care administration
- dependent care administration

Retiree health insurance – pre- and post-Medicare eligible, fully- or self-insured, medical, dental, and vision benefits. If a fully-insured product is bid, prescription coverage must be included. Vendors must include:

- enrollment
- collection of premiums
- claims processing
- customer service
- reporting

Collin County is requesting vendors to propose on medical, dental, vision, COBRA administration, FSA administration, and retiree health insurance. Retiree health coverage may be fully- or self-insured. All other plans are self-insured. Offerors may submit proposals for any or all services listed. Collin County desires to partner with vendors who demonstrate a commitment to helping Collin County meet our objectives. This RFP provides for a contract(s) commencing on 01/01/2016.

Collin County is a political subdivision of the State of Texas with positions in areas such as law enforcement, clerical, service/maintenance, skilled crafts, professional, technical, and para-professional.

UnitedHealthcare is the current administrator for the medical, dental, vision, COBRA, FSA plans, and retiree health insurance.

Active full-time and part-time employees, including some elected officials, of Collin County are eligible to participate in the medical, dental, vision, COBRA, flexible spending, and retiree health insurance. State, temporary (unless required by state or federal legislation), intern, contract employees, and volunteers are not eligible to participate.

Please see section 5.0 Plan Design Information for additional information regarding each plan.

The following documents are attached for the offerors review:

1. Attachment A – 2015 Dental Plan Summary
2. Attachment B – 2015 Vision Plan Summary
3. Attachment C – 2015 Employee Medical-Dental Rates
4. Attachment D – 2015 Retiree Premium Plan 1 Medical-Dental Rates
5. Attachment E – 2015 Retiree Premium Plan 2 Medical-Dental Rates
6. Attachment F – 2015 COBRA Medical-Dental Rates
7. Attachment G – 2015 Collin County Medical, Dental, COBRA, FSA, and Retiree Admin Fees
8. Attachment H – Active Employee Medical Census as of 7/1/2015
9. Attachment I – Active Employee Dental Census as of 7/1/2015
10. Attachment J – COBRA and Retiree Medical Census as of 7/1/2015
11. Attachment K – COBRA and Retiree Dental Census as of 7/1/2015
12. Attachment L – Collin County 2015 Large Loss Claims with Diagnosis thru 6/30/2015

13. Attachment M – Collin County 2014 Large Loss Claims with Diagnosis
14. Attachment N – Collin County 2013 Large Loss Claims with Diagnosis
15. Attachment O – Medical Claim Report (36 months) thru 6/30/2015
16. Attachment P – Dental Claim Report (36 months) thru 6/30/2015
17. Attachment Q – Provider Utilization Report
18. Attachment R – Medical Claim Repricing Report

4.2 CONDITIONS

4.2.1 Contract Term: The County wishes to enter into contract(s) for three (3) years with the option of annual renewals for two (2) years... The County requests a minimum rate guarantee for three (3) years. Any offeror providing definable limits on future renewals may receive preference.

Clearly indicate the method of calculating any increases for each period. The contract is to provide that changes in premium may only be instituted on a policy anniversary date and that the selected offeror must provide for notice of changes in premium at least one hundred and twenty (120) days before renewal.

As a governmental entity, Collin County adheres to a Request for Proposal (RFP) process and approval of Commissioners' Court. Therefore, changes and terminations to contracts require advance notice. If the offeror does not intend to continue the contract beyond the contract term, the offeror shall provide at least a 120-day notice of non-renewal.

4.2.2 Funding: Funds for payment have been provided through the Collin County budget, approved by the Commissioners' Court, for this fiscal year only. The State of Texas statutes prohibit the county from any obligation of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that arise past the end of the current Collin County fiscal year shall be subject to budget approval.

4.2.3 Price Considerations: If during the life of the contract, the vendor's net prices to other customers under the same terms and conditions for items/services awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to Collin County.

4.2.4 Changes in Services Provided: Collin County reserves the right to add or reduce any and all services provided. If such an addition or reduction occurs, the offeror agrees that this change will not affect the prices of any of the remaining services provided.

4.2.5 Termination: Collin County reserves the right to cancel the contract at any time for any reason. If the contract is cancelled by Collin County, services will terminate after a thirty (30) day termination notice has been provided by Collin County.

4.2.6 Negotiations: Discussions may be conducted with responsible offerors who submit proposals determined to be possibly selected for award. Offerors will be accorded fair and equal treatment with respect to an opportunity for discussion and revision of proposals. Revisions to proposals may be permitted after submission and before award for the purpose of obtaining best and final offers. Offerors may be required to submit additional data during the process of any negotiations. Collin County reserves the right to negotiate the price and any other term with the offerors. Any oral negotiations shall be confirmed in writing prior to award.

4.2.7 Rejection of Proposals: Collin County may:

- waive any defect, irregularity, or informality in any proposal;
- reject any proposal or any parts of any proposal;
- accept proposals from one or more offerors; or
- procure the services in whole or in part by other means.

4.2.8 Proposal Guidelines: Collin County will consider proposals from all responsible offerors. Under no circumstances should any employee of Collin County or any public official other than those indicated in this RFP, be contacted regarding this RFP between the initial receipt of the RFP and the awarding of the contract. Failure to follow this requirement may result in an automatic disqualification of proposal. Current carriers, in conducting current business, may not reference the RFP to any County employee or official other than those indicated in this RFP.

4.2.8.1 All offerors submitting proposals are expected to comply with federal, state, and local laws and regulations applicable to the plan design, services, and payments for services which are being proposed. All proposals submitted will be presumed to be in compliance with all applicable laws. The offeror is also expected to adjust the plan to comply with future legislation.

4.2.8.2 Any coverage or service you cannot provide but is requested in this RFP, shall be disclosed in writing in section 7, labeled Deviations, at the end of the proposal and shall reference the section number listed in the RFP. The County may consider alternative responses. If no deviations or alternate responses are listed in section 7, labeled Deviations, it is understood that the offeror has agreed to all requests as listed in the RFP even if discrepancies are listed in other sections. The offeror will be held strictly responsible for all items contained in the specific requirements. If there is a discrepancy between the RFP, the policy, or the contract, the RFP shall prevail.

It is imperative that any exclusions, limitations, or any other deviations be clearly outlined and detailed in section 7, labeled Deviations. Proposals received with no limitations may receive preference.

4.2.8.3 Do not include commissions or overrides in your quoted rates and fees. No commissions will be paid by Collin County to any individual or organization. Disclose the amount of any fees you are receiving or paying to a third party.

4.2.8.4 Each offeror may only submit one (1) proposal. Collin County will not accept multiple proposals from an offeror (i.e. ABC Company and DEF Company cannot both submit an Aflac proposal). If multiple proposals are submitted, the proposal that is received first will be the proposal that is considered.

4.2.8.5 The offeror shall indemnify, hold, and save the County, their agents, officers, and employees harmless from liability of any nature or kind, including costs, expenses, and attorney's fees, for harm suffered by an entity or person as a result of the negligent, reckless, or willful acts of omissions by the carrier, its officers, agents, or employees.

4.2.8.6 The offeror shall state any and all costs outside of the monthly administration fees such as one time startup costs. Services which are add-on and which have an additional fee must be clearly notated.

4.2.9 County Assertion of Estimates: Any information herein is provided as an estimate of volume based on past history. This data is provided for the general information of vendors and is not guaranteed to be relied upon for future volumes.

4.2.10 Samples/Demos: When requested, samples/demos shall be furnished at no expense to Collin County.

4.2.11 Offeror Communication: Offerors are prohibited from communicating directly with any employee of Collin County, except as described herein. Collin County will not be responsible for verbal information given by any Collin County employee. The issuance of an addendum is the only official method whereby interpretation, clarification or additional information will be communicated and authorized.

4.2.12 Audits and Records: The offeror agrees that at any time during normal business hours, and as often as the County may deem necessary, the offeror shall make available to representatives of the County for examination all of its records with respect to all matters covered by the resulting contract, and will permit such representatives of the County to audit, examine, copy, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data related to all matters covered by the resulting contract all for a period of three (3) years from the date of final settlement of contract or of such other or longer period, if any, as may be required by applicable statute or other lawful requirements.

4.2.13 Confidentiality: All completed and submitted proposals become the property of Collin County. Collin County may use the proposal for any purpose it deems appropriate. Prior to Collin County approval, the proposal material is considered as “draft” and is not subject to the Texas “Public Information Act”, Texas Government Code Chapter 552. After approval by Collin County, the proposal material becomes part of the contract between the vendor and Collin County. Upon signing of a contract, proposals and contracts are subject to the State of Texas “Public Information Act”. If any information is to be considered proprietary, the Vendor must place it in a separate envelope and mark it “Proprietary Information”. State of Texas Attorney General retains the final authority as to the extent of material that is considered proprietary or confidential.

4.2.14 Binding Effect: This resulting agreement shall be interpreted and enforced under the laws and jurisdiction of the State of Texas. Collin County’s RFP, the offeror’s proposal in response to the RFP and any additional negotiated conditions reduced to writing will become part of the final contract between the successful offeror and Collin County. This agreement then constitutes the entire understanding between the parties and is not subject to amendment unless agreed upon in writing by both parties hereto. By mutual agreement, the parties may, from time to time, promulgate scope of service documents to define the scope of services. Such scope of service documents will be incorporated into the contract agreement. Offeror acknowledges and agrees that it will perform its obligations hereunder in compliance with all applicable state, local or federal law, rules, regulations, and orders.

4.3 SUBMISSION REQUIREMENTS

4.3.1 Submission of Proposal: To be considered, proposals must be received by **October 8, 2015 at 2:00 p.m.** in the Purchasing Department or via www.collincountytx.ionwave.net/Login.aspx.

All hard copy proposals shall be addressed to:

Collin County Purchasing Department
Attn: Geri Osinaike, Senior Buyer
Collin County Administration Building
2300 Bloomdale, Suite 3160
McKinney, Texas 75071

The envelope in which the proposal is enclosed must be marked:

SEALED PROPOSAL

**INSURANCE, MEDICAL, VISION, DENTAL, COBRA, FLEXIBLE SPENDING ACCOUNT (FSA), AND
RETIREE HEALTH ADMINISTRATION**

RFP NO. 2015-299

To achieve a uniform review process and to obtain a maximum degree of comparability, offeror may submit proposals via <https://collincountytx.ionwave.net/Login.aspx> or if offeror chooses to submit a proposal manually. Collin County requires that proposals be submitted with a master (marked original) and three (3) copies.

NOTE: If submitting manually, offeror shall submit in addition to the hard copies of the proposal a CD copy. Microsoft Word format is preferred.

POINT OF CONTACT: Information regarding the purchasing process and the contents of this RFP may be obtained from the Collin County Purchasing Department, Attn: Geri Osinaike, Senior Buyer.

4.3.2 Clarification or objection to proposal specification: If any offeror contemplating submitting a proposal for this contract is in doubt as to the true meaning of the specifications or other documents or any part thereof, they may submit to the Purchasing Department send email to Geri Osinaike at gosinaike@co.collin.tx.us on or before SEVEN (7) DAYS PRIOR to the proposal due date a request for clarification. All such requests for information shall be made in writing and the offeror submitting the request will be responsible for its prompt delivery. Any interpretation of the RFP will be made only by RFP Addendum duly issued. A copy of such RFP Addendum will be posted at www.collincountytx.ionwave.net/Login.aspx.

4.3.3 Incurred Expenses: There is no expressed or implied obligation for Collin County to reimburse offerors for any expense incurred in preparing proposals in response to this request, and Collin County will not reimburse anyone for these expenses.

4.3.4 Schedule of Events

| | |
|--|---------------------------------|
| RFP released: | September 9, 2015 |
| Deadline for submission of vendor questions: | September 30, 2015 at 2:00 p.m. |
| Proposals due: | October 8, 2015 at 2:00 p.m. |
| Vendor(s) selected contract approved: | October 26, 2105 estimated |
| Effective date of contract: | January 1, 2016 |

Collin County reserves the right to change the schedule of events as it deems necessary.

4.3.5 Required Documents: The following documentation must be submitted with the proposal. **Please note that this section does not address all documentation required by the RFP. The offeror is cautioned to read the entire RFP to determine all requirements.**

COLLIN COUNTY RESERVES THE RIGHT TO REJECT A PROPOSAL THAT DOES NOT CONTAIN ALL INFORMATION REQUIRED BY THIS RFP.

All proposals are to include the following:

4.3.5.1 Title Page

Title page must show the RFP subject; the offeror's name; the name, address, email and telephone number of a contact person; the date of the proposal; and a list of all benefits which your organization is bidding on with this proposal.

4.3.5.2 Transmittal Letter

A signed letter must briefly address the offeror's understanding of the medical, dental, and vision coverage and the COBRA and FSA administration services being requested, the commitment to provide the services required, and a statement explaining why the offeror believes itself to be best qualified to provide the services detailed within this RFP.

4.3.5.3 Financial Information

Please submit the following financial documents with your proposal:

- Copies of your last two (2) audited financials including balance sheets and income statements.
- Plans for merger/divestiture or a major capital investment or divestment or major claims administration conversion during the next twelve (12) months.
- S/P and AM Best ratings

4.3.5.4 Detailed Proposal

The detailed proposal must address the ability to provide services for each requirement as set forth in section 6.0 the Proposal Response Plan Administration Requirements and Questionnaire sections of this Request for Proposal. You must submit your responses in the order that is provided.

4.3.5.5 Offeror References

The offeror must furnish the following reference information for each of the forms of coverage for which bids are being submitted:

- The name and address of the organization, as well as the name, position, email and telephone number of the contact in the referred organization, for the last five (5) clients, with at least 1,000 lives, who have terminated coverage with your organization in the last six (6) months. If there have been less than five (5) terminations in the last six (6) months, please provide information on the last five (5) terminated clients.
- The name and address of the organization, as well as the name, position, email and telephone number of the contact in the referred organization, for five (5) new clients, with at least 1,000 lives, who have added coverage with your organization between January and May of this year. If there have been less than five (5) new clients in this time frame, please provide information on the last five (5) new clients who added coverage.

- The name and address of the organization, as well as the name, position, email and telephone number of the contact in the referred organization, for the three (3) public sector clients similar to Collin County (using employee size as the primary criteria) who have had coverage for at least one (1) year.

Collin County may contact or visit any listed representative to evaluate the services proposed.

4.3.5.6 Sample Policy

The offeror is required to submit with their proposal a sample policy that would be issued to Collin County if their proposal is selected. Please clearly notate any changes that will need to be made on the sample policy.

4.3.5.7 Errors and Omissions Coverage

A copy of the offeror's errors and omissions coverage should be provided.

4.3.5.8 Offeror Staff

The offeror must provide a resume and other related data for each of the key personnel proposed to be assigned to Collin County's account. Information provided should accurately reflect how long the staff member has been employed by the offeror, the experience and expertise of the proposed staff, including the number of accounts managed, how many of those accounts are public sector, the location of the account manager and how many years of experience they have managing public sector accounts. Please note that Collin County reserves the right to have a new account manager assigned to our account at any time, for any reason.

4.3.5.9 Experience

Please detail the length of time your organization has provided medical, dental, vision, COBRA, FSA, retiree health coverage and/or administration services as well as the number of accounts serviced annually in a specific area for which you are submitting a proposal. Information should be broken down into the following categories: accounts less than 1,000 lives, 1,000 – 5,000 lives, and more than 5,000 lives.

4.3.5.10 Litigation

Identify by court and case number any litigation against your organization, or in which your organization is a party, involving the same or similar services your organization would be providing to Collin County which has been filed within the last three years.

4.3.5.11 Company Ownership

4.3.5.11.1 Describe your company ownership/controlling interest. Describe the process for how your company partners or aligns with other organizations. This should include whether or not your organization is owned by or aligned with any other organizations such as hospital/medical care groups.

4.3.5.11.2 Please include any subsidiaries or other organizations that are owned by your

organization.

4.3.5.12 Additional Information

Offerors should submit information describing in detail their qualifications, experience, and capabilities. Brochures, fact sheets, etc. may be submitted as appropriate to describe capabilities, experience, or any other pertinent information.

Please include any additional information which may be pertinent to this RFP. Collin County intends to consider all aspects of the proposed services in determining what the best overall package is for Collin County.

NOTE: FAILURE TO PROVIDE ALL INFORMATION REQUESTED MAY RESULT IN DISQUALIFICATION OF THE PROPOSAL.

4.4 STATEMENT OF WORK

Proposers should fully answer each question, giving complete information. Provide a response directly after each item. Do not skip items. Responses shall include a statement of “agree”, “confirmed”, “will provide”, “not applicable”, or “exception taken” along with any additional information. If an item is “not applicable” or “exception taken”, so state and give the reason. Responses of “not applicable” or “exception taken” must be detailed in section 7, labeled Deviations. If a response of “not applicable” or “exception taken” is not detailed in section 7, Deviations, the response will be considered as confirmed even if it is listed elsewhere as an exception.

4.5 EVALUATION PROCESS

The award of the contract shall be made to the responsible offeror, whose proposal is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other factors set forth in the RFP in accordance with Vernon’s Texas Code Annotated, Local Government Code 262.030.

The evaluation committee will review all proposals received by the proposal due date as part of a documented evaluation process. For each decision point in the process, the County will evaluate offerors according to specific criteria and will elevate a certain number of offerors to compete against each other.

Functionality, the ability to follow plan design, implementation support, on-going support, integration with County and other vendor services and technology, reliability, ease of use of software and other resources, innovative cost-saving programs such as limited networks, and adaptability to new legislation, processes, and customer requirements will be extremely important in the evaluation/decision process. A strong track record for accurate and timely delivery of services to organizations comparable in size to Collin County, Texas, will be a significant factor in the award process.

The County reserves the right to determine the suitability of proposals on the basis of all of these criteria.

The County will use a competitive process based upon “selection levels”. The County recognizes that if an offeror fails to meet expectations during any part of the process, it reserves the right to proceed with the remaining offerors or to elevate another offeror that was not elevated before. The selection levels are described in the following sections.

Level 1 - Procurement Requirements Assessment

Criteria assessed during Level 1:

- Conformance with RFP guidelines and submittal requirements.

The first part of the elevation process is to validate the completeness of the proposal and ensure that all the RFP guidelines and submittal requirements are met. Those offerors who do not meet all the requirements for the RFP may, at the discretion of the County, be contacted to submit the missing information within two business days. Incomplete or noncompliant RFPs may be disqualified.

Level 2 – Detailed Proposal Assessment

The evaluation committee will conduct a detailed assessment of all proposals elevated to this Level. Criteria evaluated in Level 2:

| Factors | Points |
|--|---------------|
| Competitiveness of pricing and firm price duration for services proposed. This includes overall cost of the plan including claims. | 20 |
| Available resources including innovative concepts such as limited networks; network capability including network size, employee accessibility, and access to centers of excellence. | 20 |
| Technology including the extent of electronic capability such as electronic billing, electronic enrollment, websites (for employee and employer) and the quality and accessibility of proposed analytic reporting. | 15 |
| Demonstrated effectiveness of services provided, including but not limited to references. | 10 |
| Ability to administer Collin County's plan. | 15 |
| Availability of a qualified dedicated customer service unit, with dedicated toll free telephone assistance and the extent of service offered. | 10 |
| Stability and insurance coverage experience. | 10 |
| Total | 100 |

It is anticipated that no more than three offerors will advance to Level 3; however Collin County reserves the right to adjust the number as necessary.

Level 3 - Demonstrations and Interviews

The evaluation committee may hear oral presentations (if desired). Offerors are cautioned, however, that oral presentations are at the sole discretion of the committee and the committee is not obligated to request a demonstration or interview. The oral presentation is an opportunity for the evaluation committee to ask questions and seek clarification of the proposal submitted. The presentation is not meant as an opportunity for the offeror to simply provide generic background information about the corporation or its experience. Thus, the time will be structured with a minimum time for the offeror to present and the majority of time dedicated to addressing questions from the evaluation committee. The oral presentations, if held, will be scheduled accordingly and all presenting offerors will be notified of time and date. The County reserves the right to bypass Level 3 in the evaluation process and move directly to Discovery Sessions.

Level 4 – Discovery Sessions/Best and Final Offer

Offerors elevated to Level 4 will be asked for a best and final offer to include responses to issues and questions raised by the County, as well as any other cost and implementation planning considerations in the proposal, and may be invited to present their responses on-site. The County may choose to do site visits during this stage.

Based on the information collected in this phase, a single offeror will be identified as the finalist for contract negotiations. If a contract cannot be reached after a period of time deemed reasonable by the County, it reserves the right to contact any of the other offerors that have submitted bids and enter into negotiations with them.

5.0 PLAN DESIGN INFORMATION

5.1 GENERAL PLAN DESIGN

Listed below is information on the County's current plan design. Collin County requests the proposal(s) be made on the current plan design.

5.1.1 Collin County allows eligible employees participating in the County's Advantage Plus and Advantage medical plans and dental plans to enroll the following family members:

- lawful spouse (we do not recognize domestic partnerships)
- dependent children to the age of 26.

Once an eligible dependent child reaches age 26, their coverage terminates at the end of the month in which they turn 26.

Coverage for an eligible dependent child may continue beyond age 26 if:

- the child is unmarried and mentally or physically handicapped;
and
- the child is unable to earn a living and is dependent on the employee for support;
and
- the child became incapacitated prior to age 26.

5.1.2 Employees must enroll in the Advantage Plus or Advantage medical plan and/or dental plans in order to enroll their eligible dependents. Covered eligible dependents must be enrolled in the same plan as the employee.

5.1.3 Employees may make medical elections independent of dental elections and may change plans, drop, or enroll in coverage every year during annual enrollment or if they experience a qualifying life event.

5.1.4 Employees are given the option to pay for certain benefit costs on a pre-tax basis under Collin County's Internal Revenue Code (IRC) Section 125 cafeteria plan.

5.1.5 Full-time employees contribute to the cost of their medical, dental, and vision coverage. Part-time employees are responsible for the entire cost of their medical, dental, and vision coverage.

5.1.6 Medical and dental coverage becomes effective on the first day of the month following fifty nine (59) days of eligible service.

5.2 MEDICAL PLAN DESIGN INFORMATION

5.2.1 Collin County currently offers two self-insured medical plans with the following plan features:

5.2.1.1 Both plans utilize the UnitedHealthcare Choice Plus Network for hospitals and physicians. Collin County desires to continue to offer active and retired employees a PPO network. Of high importance are low contracted rates and flexibility in offering a limited network.

5.2.1.2 Family practitioners, internist, OB/GYN's, and pediatricians are considered primary care physicians.

5.2.1.3 Out-of-network coverage is not provided under either medical plan except in specific circumstances such as for emergency health care or out-patient mental health treatment.

5.2.1.4 There are no pre-existing condition limitations on the medical plans.

5.2.1.5 Neither plan is grandfathered with regards to Patient Protection and Affordable Care Act (PPACA). Therefore, there are no plan lifetime limits (there are some specific benefit annual and/or lifetime limits for some benefits such as lasik, TMD, and sleep apnea). Preventive services are covered at 100% including female contraceptives. The state chosen for essential health benefit purposes is Utah. Participation in clinical trials are covered to the extent required by the law. Co-pays, pharmacy, co-insurance, and deductibles apply to the annual out-of-pocket maximum.

5.2.1.6 The plans do not provide secondary coverage for dependent children and spouses who have primary coverage under another plan.

5.2.1.7 Dependents, spouses, and children, who are also an employee, cannot be carried as a dependent of another employee.

5.2.2 There are 1,389 participants, composed of employees (1,378), retirees (5), and COBRA participants (6) enrolled in the medical insurance as of 06/30/2015. Coverage is broken down into the following categories:

- employee only: 498 (includes retirees and COBRA)
- employee and child(ren): 266 (includes retirees and COBRA)
- employee and spouse: 211 (includes retirees and COBRA)
- employee and family: 414 (includes retirees and COBRA)

5.3 DENTAL PLAN DESIGN INFORMATION

Collin County currently offers one self-insured dental indemnity plan. There are 1,390 full-time and 3 part-time employees, 102 retirees, and 4 COBRA participants enrolled in the dental insurance as of 06/30/2015. Coverage is inclusive of employees, retirees, and COBRA participants and is broken down into the following categories:

- member only: 552
- member and eligible dependents: 947

5.4 VISION PLAN DESIGN INFORMATION

Currently vision benefits are provided by the medical insurance carrier. They are being bid separately in this Request for Proposal. Under the current plan, the Advantage Plus plan contains a vision care rider that is not limited to a specific network of providers and is a reimbursement process. The Advantage plan utilizes the UnitedHealthcare vision plan administered by Spectera. Collin County desires that the vision plan provides at least one option to utilize a provider of their choice. The County requires the insured to be covered by the medical plan in order to be covered by the vision plan. See Attachment D.

5.5 COBRA INFORMATION

There are currently 6 individuals who have elected COBRA medical coverage, as well as 4 individuals enrolled in COBRA dental. The offeror must assume administrative responsibilities for current COBRA participants. Collin County will provide the offeror with an initial list of employees and their beneficiaries as well as employee enrollment and termination information on a monthly, bi-monthly, or bi-weekly basis via an electronic file.

5.6 FLEXIBLE SPENDING ACCOUNT INFORMATION

Collin County offers employees the opportunity to take advantage of health and dependent care flexible spending accounts (FSA). Participation in the flexible spending plans begins the first day of the month following thirty (30) days of eligible service. There are 175 employees enrolled in the medical flexible spending account and 20 employees enrolled in the dependent daycare account. Collin County allows employees to incur eligible costs through March 15th for medical FSAs. Employees are permitted a 90-day extended filing period allowing claims incurred through March 15th to be submitted through close of business on March 31st.

5.7 RETIREE HEALTH INFORMATION

Collin County retirees participate in the same plans available to employees. For retirees over the age of 65, the plans are secondary to Medicare. Premiums are not reduced when the retiree becomes Medicare eligible.

Retirees are only eligible to enroll upon their retirement from the County and only if they are enrolled in the medical and/or dental plan the day prior to their retirement. Retirees are not allowed to add dependents to the plan at any time. If retirees do not elect retiree coverage when they first become eligible, they do not have the option of enrolling at a later date. There are two retiree premium groups. Premium rates for group 1 (retired on or before May 2010) are determined by the County budgeted rates. Premium rates for group 2 (retired on or after June 2010) are the actuarial determined rates for the retiree group. The number of retirees is:

- Medicare Eligible: 1
- Not Medicare Eligible: 4

Collin County will entertain proposals for self- or fully-insured retiree health insurance plans for pre- and post-Medicare eligible retirees. Proposals need not offer the same benefits available to employees but must be a viable cost effective option to Collin County's retiree population.

6.0 PROPOSAL RESPONSE - PLAN REQUIREMENTS & QUESTIONNAIRE

Please note that this section does not address all documentation required by the RFP. The offeror is cautioned to read the entire RFP to determine all requirements. Refer to Statement of Work addressed in section 4.4 and respond to each item in this section.

Answer all questions fully, clearly, and concisely. Each response must immediately follow the respective question. Do not refer to other parts of your proposal for the answers. You may not modify either the order or language of the question.

Any coverage or service you cannot provide but is requested in the RFP, must be disclosed in writing in section 7, labeled Deviations, at the end of the proposal. If no deviations are listed in the section labeled Deviations, it is understood that the offeror has agreed to all requests as listed in the RFP even if discrepancies are listed in other sections. The offeror will be held strictly responsible for all items contained in the specific requirements. If there is a discrepancy between the RFP, the policy, or the contract, the RFP responses shall prevail.

6.1 PLAN ADMINISTRATION REQUIREMENTS

6.1.1 List all plans contained in this RFP on which you are bidding: Medical, Dental, Vision, COBRA, Flexible Spending, Retiree Health. Each plan on which you are bidding should be priced separately.

6.1.2 The offeror will be fully responsible for preparation and dissemination of any information to be sent to the IRS. If penalties are assessed because of incorrect or late filings by the offeror, the offeror will be responsible for any such assessments and will hold the County harmless. Copies of information filed with the IRS must be provided to the County.

6.1.3 The offeror agrees to comply with any and all current and future HIPAA requirements. Please provide a copy of your business agreement and any documentation or agreements relating to HIPAA that would pertain to Collin County.

6.1.4 The offeror agrees not to give away or sell employee data, even “de-identified” data, with or without employee consent.

6.1.5 The offeror must be able to complete implementation of their plan for coverage to become effective 01/01/2016.

6.1.5.1 Please provide a detailed proposed timeline for each step of implementation that includes the action, the party responsible, member of your account team responsible for each action, and the proposed due date for completion of each action.

6.1.6 Collin County will be responsible for determining member eligibility. It will be the offeror’s responsibility to maintain accurate member eligibility records in their computer systems.

6.1.7 All covered employees and their covered dependents shall not lose or gain benefits as a result of a change in insurance carriers.

6.1.8 The offeror must provide coverage that includes all employees and dependents regardless of “actively at work” status. Offeror must also provide coverage to “late entrants”, such as new hires and those employees or dependents who experience a qualifying life event.

6.1.9 If enrollment or coverage is denied due to an unintentional error or omission on the part of Collin County, the offer will still provide enrollment or coverage if it would have been provided had the unintentional error or omission not occurred.

6.1.10 The selected offeror agrees that if an employee elects to discontinue coverage while on an extended unpaid leave, when the employee returns to a paid status, they will not be subject to a new waiting period. Coverage will resume upon the day in which they return to a paid status. The employee has thirty (30) days from the day in which they return to a paid status to make their election for coverage. If the employee does not make an election within thirty (30) days of returning to a paid status, they must wait until annual enrollment to make any elections unless they experience a qualifying life event.

6.1.11 The offeror is responsible for preparing and updating necessary administrative documents at no additional cost. These documents shall include a detailed administrative manual including procedural information on all agreed upon plan administration and claims procedures. The administrative manual should be submitted to Collin County within sixty (60) days after the contract becomes effective. Subsequent changes should be submitted within thirty (30) days of change.

6.1.12 Collin County requires the right to approve all communications and correspondence prior to being sent to our employees. The offeror may not send written materials to employees without the review and approval by Collin County unless a prior written release has been received.

6.1.13 Administrative service personnel shall be available for on-site consultations, as needed, with County personnel as necessary.

6.1.14 The County will establish a banking account for claims and the offeror will be given authority to draw funds for benefit payments from this account. The County will keep one week worth of funds, based upon previous claim levels, in the account. Offeror shall make available daily, weekly, and monthly check registers, including checks issued and cleared, as requested by the county. These registers shall be provided in an electronic file.

6.1.15 Collin County has a standard process for payment of all vendors which requires a sixty (60) day payment grace period from due date of payment. Payment may be made by either wire or check.

6.1.16 Collin County self-bills based upon our PeopleSoft payroll deductions. The offeror must agree to accept Collin County's self-billing each month. Any billing-related documents must be provided in electronic format.

6.1.17 The offeror must notify Collin County, in writing, of any billing/payment issues within one hundred twenty (120) from the date the payment was submitted to the offeror. Any billing/payment issues presented to the County after the one hundred twenty (120) day date will not be owed.

6.1.18 A notice of cancellation due to error, omission, payment, or other issue requires a detailed explanation and at least twenty (20) days for Collin County to remedy the situation.

6.1.19 The offeror agrees to utilize an identification number that is not the member's social security number. Although social security numbers may not be used on the identification card, participants must be searchable and reportable in your database. Describe how member identification numbers can be matched to employer records. The offeror shall maintain a detailed eligibility file that includes name, date of birth, social security number, address, coverage level, and effective date(s) information for the employee and dependent(s). Information shall be made available to Collin County at no charge as needed.

6.1.20 Please describe what communication you will provide to Collin County to advise us of changes in legislation and changes that must be made to the plan due to changes in state or federal legislation. Also describe services you will provide to help ensure compliance with legislative changes. Please provide specific services provided to Collin County to ensure compliance (including reporting requirements) with Patient Protection and Affordable Care Act (PPACA).

6.1.21 The offeror shall enter eligibility data into their system within three (3) business days of receipt. Identification cards must be mailed to employees within ten (10) business days of receipt of eligibility information.

6.1.22 There are several services in the plan that still have a benefit limit or lifetime maximum. Expenses incurred by a covered member toward these limits and maximums must be carried forward for consideration in processing new claims. For example, temporomandibular joint disorder (TMD), sleep apnea, Lasik, and prosthetics have benefit or lifetime limits. The offeror shall apply all past benefit limits incurred to the participants. Information required in order to administer this provision must be presented by the carrier in this section of the Request for Proposal. Provide specific details your organization requires for the electronic transmission of information to administer these limitations.

6.1.23 The offeror shall provide a toll free number to Collin County administration and our employees to be used for claims or other service issues. Collin County desires that customer service representatives be available to County employees at a minimum of between 8:00 am and 7:00 pm Central Standard Time Monday through Friday. If representatives are not available as specified above, please provide information on their availability.

6.1.24 Should an employee need to leave a message for customer service, a customer service representative will return the call to the employee within four (4) business hours.

6.1.25 Collin County would like our employees to be surveyed quarterly (a minimum of 10% per quarter selected on a defined basis) to monitor employee satisfaction with your product and service. Please provide a description of the process used for collecting responses and any checks and balances in place to avoid/minimize the skewing of results.

6.1.25.1 Results should be based strictly on Collin County data. Results of these surveys shall be provided to the County within forty five (45) days after survey completion. Please supply a sample satisfaction questionnaire and information on how you would provide the results of the questionnaire.

6.1.25.2 Describe if any selected participant would be excluded.

6.1.26 No later than May 15th of each year, the offeror will present an annual plan review. This review should compare Collin County's previous plan year data to our peer group and the offeror's standard book of business. Recommendations for cost saving actions should be provided. The plan review compares information from the last complete year to the previous complete year. Describe how you would make the comparison if that information was provided by a different carrier for the prior year?

6.1.27 The offeror shall administer claims in accordance with the terms of the plan.

6.1.28 The selected offeror will be responsible for all claims incurred on or after the effective date of 01/01/2016 and within the contract period. This includes any claims which occurred during the contract period but are filed after the contract has ended.

6.1.29 The selected offeror will be responsible for maintaining claim documents for the period of time as

designated by state and federal standard record retention requirements; after which the records will be destroyed at no additional cost to Collin County.

6.1.30 The offeror shall track retiree medical, dental, and vision claims separately from employee medical, dental, and vision claims. Claims for the Advantage Plus Plan and the Advantage Plan participants shall be tracked separately.

6.1.31 Claim information is the property of the County and the offeror shall provide the information, in electronic format, to the County at no charge within 15 days of the County's request.

6.1.32 In processing the claim, the offeror shall be required to perform a minimum of the following standards. These standards are specific to Collin County claims, not the offeror's entire book of business. At least once each quarter the offeror shall provide statistical data to Collin County showing that these standards have been met:

6.1.32.1 The offeror shall be responsible for repricing of all claims for PPO discounts.

6.1.32.2 All claims in proper and complete order shall be calculated and paid within ten (10) business days after receipt;

6.1.32.3 All benefit checks shall be mailed or electronically transferred to the employee or provider within twenty (20) days after submission of a claim, unless more information is needed or coordination of benefits is involved;

6.1.32.4 Members should be notified of claim issues in a timely manner. Describe how and when this notification will occur.

6.1.32.5 No claim shall go unworked for more than twenty one (21) days. The status of a pending or coordination of benefits claim must be updated on the system within this period, and the offeror must provide a report of pended claims when requested by the County;

6.1.32.6 No claim shall be over sixty (60) days old for any reason;

6.1.32.7 After a claim is processed, the offeror shall prepare and deliver the associated explanation of benefits. List all information your organization includes on an explanation of benefits. Provide an example of a standard explanation of benefits. Does the information on an electronic explanation of benefits differ from a paper explanation of benefits?

6.1.33 Any claims that are not paid according to the plan within the designated timeframe required in the RFP due to an error or negligence by the offeror shall not be charged to Collin County. In the event of such a situation, the offeror shall be responsible for all collections, plan reimbursement expenses, legal expenses, stop loss reimbursements, and any penalties or late fees charged to Collin County or the member, resulting from the error, or negligence.

For example, if, due to an error by the offeror, a claim is not paid within the designated timeframe required in the Request for Proposal, and Collin County would have been reimbursed for any part of the claim by the stop loss carrier, the offeror will be responsible for reimbursing Collin County for the amount that would have been paid by the stop loss carrier had the claim been processed timely.

6.1.34 The offeror shall not charge against the plan experience any claim payment not authorized under the plan

(except those specifically authorized in writing by the County). In the event of such an error, the offeror shall be responsible for all collections, plan reimbursement expenses, and any legal expenses resulting from claim payments not authorized under the County's plan.

6.1.35 Should the relationship be terminated, the offeror shall be required to settle all outstanding claims, including runout claims within ninety (90) days from termination date. Please list any costs that would be required such as administrative fees, costs per claim, and any other applicable fees for a plan termination.

6.1.36 Offeror shall provide the County with an eligibility listing of covered members showing the plan in which the member is enrolled and coverage description (employee, spouse, child) each month in electronic format. Offeror will provide monthly and cumulative year-to-date membership (employee and dependent) reports and supporting documentation (in electronic format) necessary for Collin County to meet reporting requirements under the Patient Protection and Affordable Care Act at no additional cost.

6.1.37 The offeror shall provide the County, at no charge, statistical claims information, including actuarial calculations such as premium rate pricing and impact reports as requested.

6.1.38 The offeror shall provide standardized reports necessary for the efficient management of Collin County plans. These reports shall include enrollment, utilization, and large claim reports. Where more than one plan is provided by the offeror, reports must be separated by plan. Include a listing and sample of the standard management and financial reports that you will provide. Please identify which reports can be accessed or generated online by the County.

6.1.39 Please confirm that you will provide ad hoc reports at no additional cost and/or that the County can run ad hoc reports from your website.

6.1.39.1 the offeror must generate the requested reports, the offeror shall provide the reports, if necessary, on a timely basis, but in no case later than ten (10) working days after the request.

6.1.39.2 Should the nature of the additional reports warrant compensation beyond the bounds of this contract, the report shall be provided at a cost mutually agreeable between the County and the offeror. It is the offeror's responsibility to clearly communicate the cost of providing the requested report prior to producing the report. If the report is produced and the cost was not approved prior, Collin County will not be responsible for the cost of producing the report.

6.1.40 The offeror will be required, at any time during the contract/agreement, to supply the necessary current and historical data (as determined by Collin County) for inclusion in the next request for proposal at no cost to Collin County. Provision of such data will be provided according to the specifics requested by Collin County. The data must be provided within 15 business days of the request.

6.1.41 The offeror will be responsible for preparation and sending of Form 1099 to providers.

6.1.42 The selected offerors for all coverages should have the capability of electronic data interchange for eligibility and other records for bi-directional transfer of data files upon transition or upon request.

6.1.43 The offeror shall provide the required electronic file format for data transmission of participant information within twenty (20) days of the award to Collin County so that initial enrollment and future changes or annual enrollment information can be transmitted to the offeror electronically.

6.1.44 The offeror will provide electronic services such as electronic billing, reporting, eligibility, claims, forms, etc. The offeror is also responsible for providing training for county employees that is necessary to operate their computer software. This also includes any other training such as reporting training. Any costs associated with training must be clearly listed in your response.

6.1.45 The offeror shall provide a robust website that employees can access to check on pertinent information that relates to their benefits. For example, employees should be able to check on covered benefits, eligibility, claim status, claim history, explanations of benefits, print/request insurance cards, and access a provider directory that is current. List other services that are provided electronically such as cost estimators, status of deductibles and flexible spending accounts. Is there a demo site available where the site can be reviewed? If so, please provide the information for the county to access the demo site. If no demo site is available please provide detailed screen prints showing the website's ability to perform requested items.

6.1.46 The offeror will provide a robust, turnkey administrative website that Collin County can use to run reports and access to check on eligibility, benefits, claims status, explanation of benefits, and billing. Does the website allow for enrollment and changes in coverage?

6.2 MEDICAL, DENTAL, AND VISION PLAN QUESTIONNAIRE

6.2.1 List any companies to which you subcontract services. This includes specialty services, network, and/or facilities. Please provide details of arrangement, including length of contract.

6.2.2 Describe any information and resources you will need from the Collin County Human Resources department or other insurance providers (such as pharmacy and stop loss providers) to administer the plan and list the time frame in which you would need this information.

6.2.3 Describe your organization's process for interacting with pharmacy vendors to properly administer the county's benefit plan design efficiently, effectively, and accurately.

6.2.3.1 Describe how you will obtain pharmacy information that must be applied to the out-of-pocket maximum.

6.2.3.2 Please list any pharmacy benefit managers with which you cannot interface.

6.2.4 Collin County reserves the right to perform audits (or contract with a third party to perform the audits) for claims, premiums, eligibility, financial, and Collin County satisfaction. Do you agree to allow Collin County, or its designated representative, to audit claims, your provider contracts, and utilization management clinical criteria? Access to requested information should be provided within fifteen (15) days of the initial request.

6.2.4.1 Will you accept these findings?

6.2.4.2 What restrictions, if any, are related to the right to perform audits?

6.2.5 The selected offeror(s) for medical administration must provide a plan for continuity of care for participants currently undergoing critical or complicated medical treatment or who are due to give birth within three (3) months of the transition. Provide detailed information on the proposed transition plan. Please describe how you would manage any ongoing claims or claims occurring at the end of the plan year that would rollover into the new plan year. Please address the following situations:

- Participants with ongoing care such as pregnancy, cancer treatments, or inpatient hospital care where providers or facilities may no longer be covered. Is there a transition period of run-out date for benefits? This is particularly important since the County does not provide out-of-network benefits for most services.

6.2.6 Please describe in detail your case management process.

6.2.7 Describe the appeal procedures in place for plan participants.

6.2.7.1 If a denial of benefits is made, you must agree to provide the employee a written letter indicating the exact reason for the denial as well as the appeal process and timeframes. Describe your third-party review process.

6.2.7.2 Are there any additional costs associated with managing the appeal process?

6.2.7.3 What is the percentage of appeals you receive in a calendar year?

6.2.7.4 Of those, what percentage of the appeals is denied? What percentage is in litigation?

6.2.8 Do you have a fraud detection unit or program in place?

6.2.8.1 Describe your fraud detection processes to identify provider healthcare fraud such as billing for services not performed, misrepresenting procedures, upcoding, unbundling, and waiving co-payments or deductibles.

6.2.8.2 Describe your fraud detection process to identify consumer healthcare fraud such as filing for services not received, forging or altering bills or receipts, or using someone else's coverage or insurance cards.

6.2.8.3 What percent of claims submitted were denied as a result of misrepresentation and/or fraud?

6.2.9 Describe programs that you offer, such as exclusive provider networks, bundled payments, value-based insurance design, or accountable care organizations that are in place to help Collin County manage our medical costs.

6.2.9.1 What programs do you offer that are proven quantitatively, to reduce medical claims costs? Provide quantitative data supporting each program.

6.2.9.1.1 Describe how you ensure that high quality care is provided under each of these programs.

6.2.9.1.2 How do you incent members to utilize such programs?

6.2.9.1.3 How do you promote/communicate these programs?

6.2.9.2 Collin County is interested in implementing a low cost/high quality limited network for knee and back surgeries. Do you currently have or can you provide a plan where the lowest cost hospital for a procedure is determined? Do you currently have or can you establish a payment plan that incents insured individuals to utilize the preferred provider? Please describe the program.

6.2.9.2.1 How will you ensure members requiring knee or back surgery know to participate in this program?

6.2.9.3 Can you manage/administer a program where a rate is established for Collin County for a specific procedure and that rate is to be paid regardless of your standard agreed upon rate? If one or two hospitals are selected as preferred providers, can you pay their benefits differently than non-preferred providers?

6.2.10 Will you provide a licensed on-site nurse liaison to reduce employer costs by working with members who have, or will have, large claim costs or diseases that may be prevented or reduced through disease management programs or by improving employee engagement in health and wellness programs? List any additional costs. This individual shall utilize confidential resources/claims data available through your organization to identify potential participants.

6.2.10.1 Describe services offered.

6.2.10.2 How will cost savings/benefits be measured?

6.2.10.3 Describe information and resources that you will provide the nurse liaison that will contribute to the success of the program. Provide reference information for at least two (2) entities (if available) who have similar programs in place.

6.2.11 Do you provide access to an Employee Assistance Program (EAP)? Please provide an overall description of the plan offered.

6.2.11.1 Are there additional costs for this service?

6.2.11.2 Is the EAP available to employees and/or dependents not covered by Collin County's health insurance? Who can use this benefit?

6.2.11.3 How does a member contact the EAP if they need assistance?

6.2.11.4 Does the EAP coordinate with physicians/counselors within your provider network?

6.2.11.5 Are there any available reporting functions for the employer, e.g. number of calls a month, number of referrals, aggregate issues addressed, average length of time on a call, customer satisfaction surveys, etc.?

6.2.12 Describe any additional cost control services that are available to Collin County throughout the length of the contract. Provide specific details and supporting analytics for cost savings and costs of the program.

6.2.13 As a vendor do you agree to work with Collin County on wellness programs and initiatives (such as diabetes management, hypertension, heart disease, allergy clinics, health risk assessments, and healthy pregnancies) that target specific Collin County needs as identified by claims analysis and county objectives?

6.2.13.1 If so, provide a list of programs and a suggested plan or sample plans you have used for other employers for each program you would offer. Detail any additional costs required for each program. Provide any quantitative data you have available on the effectiveness and cost savings of these programs, including the formulas and time frames used in your determination of effectiveness and cost savings.

6.2.13.2 Describe how you measure the success of the wellness programs available.

6.2.13.3 One of Collin County's high cost claims drivers is diabetes. Can you offer a program that incents preventive care by processing primary care visits directly related to diabetes at 100% and process other expenses under normal plan guidelines?

6.2.14 Does your organization offer a health risk assessment?

6.2.14.1 Can the health risk assessment be completed electronically?

6.2.14.2 Explain how the results from the health risk assessment are used.

6.2.14.3 Can the health risk assessment be utilized to gather information on the success of employer administered wellness programs? (For example, if a smoking cessation incentive was implemented, would the health risk assessment be able to be utilized to see if there was a decrease in smoking?)

6.2.14.4 What health risk assessment information can be shared with Collin County and can be shared in an electronic format?

6.2.14.5 What individuals have access to the health risk assessment (i.e. employees, spouses)?

6.2.14.6 Provide a copy of the health risk assessment.

6.2.14.7 Does your organization have the ability to track and report changes in health risk assessment responses year to year?

6.2.14.8 Do you have the ability to associate claim dollars to health risk assessment responses from year to year in order to determine if there is a cost associated with various behavior changes; can this be done on an individual basis or on an aggregate basis?

6.2.14.9 Please describe in detail the various services you will provide to employees based upon the results of the health risk assessment.

6.2.14.10 If you do not offer a health risk assessment can you coordinate with another organization to provide a health risk assessment?

6.2.14.11 Are there any costs associated with health risk assessment or services as a result of health risk assessment information?

6.2.15 Do you provide toll free access to a nurse advisor who can assist members with care coordination, identifying appropriate treatment services, and answering member healthcare questions?

6.2.15.1 Is there any additional cost?

6.2.15.2 What hours is the nurse advisor available?

6.2.15.3 What types of services are offered?

6.2.16 Describe your checks and balances to ensure that 1) bills are paid according to the plan document, 2)

bills are audited and paid correctly based on physician provided information, and 3) bills are paid in accordance with the intent and the designated CPT code and is not an abuse of the coding system by the provider. What is the process that occurs if the county provides a concern regarding billing of a specific provider? How do you verify that the information supplied by a provider is correct for bill processing?

6.2.17 Both medical plans offer a smoking cessation benefit of \$500 per year, \$1,000 lifetime maximum. This includes both office visits and prescription medications. Do you have a system in place to track this benefit? Please describe how you propose to manage this benefit overall, for those that have previously met the lifetime maximum and while working with the pharmacy vendor.

6.2.18 Both medical plans offer an infertility benefit that is limited to a \$5,000 lifetime maximum. This includes both office visits and prescription medications. Do you have a system in place to track this benefit? Please describe how you propose to manage this benefit overall, for those that have previously met the lifetime maximum.

6.2.19 Both medical plans cover medically necessary related services provided by radiologist, anesthesiologists, pathologists, labs, and emergency room physician services provided while the patient is admitted to a network hospital/facility as network services – even if the provider is not a network provider. Describe your ability to effectively meet this requirement.

6.2.19.1 Can you auto-adjudicate these claims?

6.2.19.2 If you can't auto-adjudicate, describe how you identify and correctly process these claims.

6.2.20 Current reinsurance coverage is administered by VOYA with reimbursement beginning at \$100,000. Expected administration of reinsurance in 2016 is that it will be administered 12/12, January 1st to December 31st, with the same reimbursement level of \$100,000. The offeror agrees to work with the contracted stop loss carrier that the county selects.

6.2.20.1 Describe how your organization works with an outside reinsurance carrier. Describe your process for working with stop loss carriers to ensure timely and accurate reimbursement. Provide the timeframes in which you submit information to the reinsurance carrier.

6.2.20.2 Is there a fee to coordinate with a reinsurance carrier?

6.2.20.3 Describe the reimbursement process if a claim has been incurred but is not scheduled to be completed in order to process with the reinsurance carrier within the 12/12 contract.

6.2.20.4 Are there reinsurance carriers your organization does not work with, if so, please list each carrier and why you are unable to work with them, i.e. incompatible data transfer, etc.

6.2.21 Plan design changes may occur either because of legislation or Commissioners' Court decision. How do you track plan design history, and what changes are made and when they are made?

6.2.21.1 How do you ensure the plan remains as designed year to year and even when there are technology upgrades or changes to your organization's delivery platform?

6.2.21.2 What is the review and proofing process to ensure the claims under the county's plans are processed correctly after changes to the plan are made?

6.2.22 Provider Network

6.2.22.1 How many employers are enrolled in your PPO network in North Texas as of:

January 1, 2015 _____
January 1, 2014 _____
January 1, 2013 _____

6.2.22.2 What is your voluntary and involuntary provider turnover rate?

| | Voluntary | Involuntary |
|-------------------------------|-----------|-------------|
| Primary Care Physician | _____ | _____ |
| OB/GYN's | _____ | _____ |
| Specialist (exclude OB/GYN's) | _____ | _____ |

6.2.22.3 Who owns the provider network? Who maintains the provider network? Do your network providers and facilities agree not to balance bill Collin County participants for covered services?

6.2.22.4 Percentage of general practices which are:

Closed to new patients during the past year? _____
Are currently closed to new patients? _____

6.2.23 What percentage of physicians in our current network is also in your network?

| | |
|-------------------------------|-------|
| Primary Care Physician | _____ |
| OB/GYN's | _____ |
| Specialist (exclude OB/GYN's) | _____ |

6.2.23.1 Please provide an alpha list of providers.

6.2.23.2 Please provide a list by type of practice (ex: primary care, oncology, OB/GYN, etc.).

6.2.24 Please provide a geo-access study utilizing the following criteria:

Two (2) primary care providers accepting new patients within ten (10) miles of 75070 and 75071, and
One (1) hospital within fifteen (15) miles.

6.2.25 Provide a disruption analysis and a full disruption report based on the attached Provider Utilization Report. Please match based on provider tax ID number, provider name, and provider address. Please confirm if match is based on provider name, tax identification numbers, and address. Report the analysis without your wrap networks. Please make it clear what network is being used and if you were able to exclude wrap networks. Do not delete any rows in the claim file.

| Inpatient | | |
|--------------------|-------------------------|-----------------------|
| Total # of claims | Claim # in network | In network percentage |
| | | |
| Total paid charges | Paid charges in network | In network percentage |
| | | |

| Outpatient | | |
|--------------------|-------------------------|-----------------------|
| Total # of claims | Claim # in network | In network percentage |
| | | |
| Total paid charges | Paid charges in network | In network percentage |
| | | |

| Physician | | |
|--------------------|-------------------------|-----------------------|
| Total # of claims | Claim # in network | In network percentage |
| | | |
| Total paid charges | Paid charges in network | In network percentage |
| | | |

| Total | | |
|--------------------|-------------------------|-----------------------|
| Total # of claims | Claim # in network | In network percentage |
| | | |
| Total paid charges | Paid charges in network | In network percentage |
| | | |

6.2.26 Collin County will need to be notified if a large provider group or a hospital in our service area drops out of the network. What processes do you have in place that would ensure timely notification to the County?

6.2.26.1 Provide history of providers, groups, and hospitals that have left the network in the last three (3) years.

6.2.27 What notifications are made to employees who have utilized a provider when that provider leaves the network?

6.2.28 Please provide the following financial information, making sure to list all costs individually:

6.2.28.1 Provide a quote by completing the following section, indicating the rates on a monthly basis for each of the following rate categories and employee classes:

| | TPA Administrative Rate | Runout Claims at Contract Termination | PPO Network Access Fee | Other Fees – Detail Below |
|----------------------------|-------------------------|---------------------------------------|------------------------|---------------------------|
| Employee only | | | | |
| + 1 spouse | | | | |
| + 1 or more child (ren) | | | | |
| + 1 spouse and child (ren) | | | | |

| Retirement Plan | Under 65 | 65+ |
|---------------------------|----------|-----|----------|-----|----------|-----|----------|-----|
| Retiree only | | | | | | | | |
| + 1 spouse | | | | | | | | |
| + 1 or more child(ren) | | | | | | | | |
| + 1 spouse and child(ren) | | | | | | | | |

6.2.28.2 Multi-year Fee Guarantee

| | | | | |
|------|-----|-------|----|-------|
| 2016 | Yes | _____ | No | _____ |
| 2017 | Yes | _____ | No | _____ |
| 2018 | Yes | _____ | No | _____ |
| 2019 | Yes | _____ | No | _____ |
| 2020 | Yes | _____ | No | _____ |

If yes, please provide the formula or maximum increase guarantee for each year for each category listed above.

| | TPA Administrative Rate | Runout Claims from Prior Carrier | PPO Network Access Fee | Other Fees (Detail Below) |
|------|-------------------------|----------------------------------|------------------------|---------------------------|
| 2016 | | | | |
| 2017 | | | | |
| 2018 | | | | |
| 2019 | | | | |
| 2020 | | | | |

6.2.29 Customer Service/Account Management

6.2.29.1 Please provide the geographic location, the hours of operation, staff, and types of inquiries that the Customer Service staff will resolve.

6.2.29.1.1 How do you handle after hour inquiries (holidays, weekends, after hour emergencies)?

6.2.29.1.2 Is the service center staffed by personnel 24 hours a day? If not, please list the hours of the member service center and the hours when the service center is staffed.

6.2.29.1.3 Collin County prefers a dedicated senior customer service liaison familiar with our plans and organization to interact with our benefit department in answering benefit and claims questions, coordinating file reviews, and resolving other benefit issues.

6.2.29.1.4 Will you have dedicated representatives to assist Collin County employees?

6.2.29.1.4.1 If not, how many insured members are required in order to have a dedicated customer service representative?

6.2.29.1.4.2 Is there a dedicated individual responsible for assisting with claims disputes?

6.2.29.2 Specify the average telephone and written response times for your customer service center. All telephone calls that cannot be answered immediately must be returned within four (4) business hours. How often is your response time analyzed and reviewed?

6.2.29.2.1 In the previous year, what percentage of member service calls did a representative answer in thirty (30) seconds or less?

6.2.29.2.2 What was your call abandonment rate last year?

6.2.29.2.3 What percentage of calls received a busy signal in the prior year?

6.2.29.2.4 What percentage of calls to your customer service area are placed on hold and for how long?

6.2.29.2.5 What percentage of calls are answered immediately as opposed to those sent to another group or called back?

6.2.29.3 What are the average years of experience and average staff turnover rates for your customer service staff for 2013 and 2014?

6.2.30 Describe your claims process.

6.2.30.1 Please define how a “paid claim” is defined in your organization (please be specific, as to when a claim is received, processed, paid, and check cut).

6.2.30.2 Please define a “clean claim” as it pertains to your organization.

6.2.30.3 What are the authority levels of the claims processors? Supervisors?

6.2.30.4 From what location will our claims be processed?

6.2.30.5 Please provide the number of accounts and employees that the claims processors are required to support.

6.2.30.6 What percentage of claims are auto adjudicated?

6.2.30.7 What percentage of claims has to be reprocessed?

6.2.30.8 Please provide statistics on the percentage of claims denied by your organization for public sector entities between 1,000 and 5,000 lives over the last three years.

6.2.30.9 What is your average claims processing time for each of the last three (3) years?

6.2.31 What type of claim audit procedure is currently in place? Please indicate the percentage of total claims audited.

6.2.32 What is your claim audit accuracy percentage for the last year? Will you agree to provide claim audit statistics based strictly on Collin County data?

6.2.33 Does your claims system check for duplicate charges? What are the criteria used?

6.2.34 Below are several claims examples. Please describe in detail the process your claims administration and customer service teams would undertake to ensure an expedient claims processing and customer friendly experience for our members:

6.2.34.1 Collin County's current preventive care coverage is greater than that required by Patient Protection and Affordable Care Act. This includes physician services and laboratory services. Can you process wellness claims at a level different than the basic requirements of Patient Protection and Affordable Care Act?

6.2.34.1.1 What checks and balances do you have in place to ensure the correct processing with the first submission of the claim?

6.2.34.1.2 How does your system identify that a laboratory test performed at a site other than the physician's office is associated with an annual physical?

6.2.34.1.3 Can your system process a wellness visit as a preventive service at 100% when a medical condition is identified as a result of that wellness exam?

6.2.34.2 Lasik surgery is covered by Collin County at 50% up to a lifetime maximum of \$2,000. The same level of coverage is provided whether the provider is in-network or out-of-network. Please describe how you propose to manage this benefit for those who have met part of their maximum.

6.2.34.2.1 What capabilities does your claim department have to process lasik claims given our plan design?

6.2.34.2.2 If a claims form is received by your organization and is either incomplete or is coded incorrectly, what is your claims processing procedures for working with the provider and the member? Is the process different if the provider is out of network?

6.2.34.3 Describe your vision claims process.

6.2.34.3.1 Can claims be auto-adjudicated?

6.2.34.3.2 Can the provider complete a claims form and send it to your organization for processing?

6.2.34.3.3 If the member must submit the claim, do you acknowledge receipt of the claim and provide a timeline for reimbursement?

6.2.34.4 Acupuncture is a benefit currently covered on the Advantage Plus medical plan but not on the Advantage plan. These services may be provided by a doctor of medicine, doctor of osteopathy, chiropractor, or acupuncturist. Do you have the ability to administer such coverage?

6.2.34.4.1 Does your network include acupuncture providers?

6.2.34.4.2 What information would be necessary from each provider to efficiently process claims in an accurate and timely manner given the current benefit design?

- 75% of eligible expenses after satisfying \$250 deductible.
- Benefits are limited to \$1,000 per calendar year. Needle Therapy and all other services covered by acupuncturist covered up to \$1,000 max.

6.2.34.5 How would you ensure that you properly administer benefits to individuals that may have multiple dependents with the same name? Provide an example of your claims process for such a case and list any errors or issue that may be experienced by the participant or Collin County along with how you would rectify any issues and the time frame in which the issue would be successfully addressed.

6.2.34.6 As mentioned in 5.2.1.7, employees may not be covered as a dependent on another Collin County employee's coverage. Their claims may not be processed as a dependent of another employee. This applies to spouses and children. Can you administer this requirement? Describe what tools you have that would enable you to monitor and notify the County if such an enrollment were to occur.

6.2.34.7 Describe how a participant would know exactly what is going to be covered by the insurance before surgery or other major medical procedure.

6.2.34.7.1 How can a participant determine their exact cost before receiving such services?

6.2.34.7.2 Is there a concierge service? Do you offer pre-estimate or pre-certification of services, etc.?

6.2.34.7.3 Provide an example of materials and services available to the employee to better manage their healthcare choices and reduce costs. Include a demo website if applicable.

6.2.34.8 If an in-network provider has agreed not to balance bill participants, but the provider or facility start pursuing the participant for charges, what steps does your organization take to rectify the situation so the participant is not adversely impacted either through litigation or incidents on their credit reports?

6.2.34.8.1 If litigation is pursued by the provider or facility, what support do you provide to the participant?

6.2.34.8.2 Provide the step-by-step process your organization undertakes when/if this situation were to occur and provide detailed information about each step taken.

6.2.34.8.3 Please describe how you would administer the ongoing process of such situations should the contract be terminated for any reason. Also, describe in a situation that could impact reinsurance reimbursement.

6.2.35 Do you have a person/organization responsible for obtaining subrogation claims information and following up on subrogation reimbursements due to the plan sponsor? Is this through a third party or is it an integrated part of your business?

6.2.35.1 Describe how subrogation claims are handled.

6.2.35.2 How do you determine if a claim should be subrogated?

6.2.35.3 How do you handle a claim where an insured does not respond to a request for information on a claim that could be a subrogated claim?

6.2.35.4 Based on your current businesses, what percentage of subrogated Texas claims are returned to the insurer?

6.2.35.5 Describe your notification process so that Collin County knows what claims are being subrogated and their status.

6.2.35.6 If Collin County wants to manage subrogation claims that are over a designated threshold (for example \$250,000), are you able to make that accommodation?

6.2.35.7 What costs are associated if your organization administers the subrogation claims process? Please include an example of your subrogation form and any available subrogation reports.

6.2.36 Please re-price the claims information provided in the attached Medical Claim Report (attachment R), Facility and Non-Facility. Your proposal will not be considered unless the re-pricing is completed.

To get an accurate comparison, the offeror should observe the following guidelines:

6.2.36.1 Use “Total Eligible” column as your starting point for applying your contracted reimbursement rates.

6.2.36.2 Go claim line by claim line and apply your actual provider contracts based on the provider's Tax Identification Number. We will give preference to offerors who are able to do this accurately at the claim and provider Tax Identification Number level versus those substituting market average or 3 digit zip code averages. We recognize a small percentage of claims will not be able to be matched and thus market averages will be applied. Please indicate where this is applicable. Provide the percentage of claims to which you applied market averages in the space provided below.

6.2.36.3 Please do not lump together inpatient and outpatient claims. The appropriate contracted rates should be individually applied to inpatient and outpatient claims.

6.2.36.4 Use your actual stop loss/outlier provisions for each inpatient hospital claim; please do not substitute a market average for hospitals or any other claims. Do not remove any claims over a certain threshold.

6.2.36.5 Confirm your final answer below shows the allowed charges after applying your contracts, and just before member cost sharing is applied.

6.2.36.6 Disclose details of claims not re-priced, including dollar amount of each category.

6.2.36.7 Please complete the information below for the Facility and Non-Facility spreadsheet provided.

| Facility | | Non-Facility | |
|---|--|---|--|
| Total billed eligible claims (starting point) | | Total billed eligible claims (starting point) | |
| Total allowed dollars for those claims | | Total allowed dollars for those claims | |
| Percentage of claims for which market averages were applied | | Percentage of claims for which market averages were applied | |

6.2.36.8 Please describe any methodology departures from the requirements listed above.

6.3. COBRA PLAN ADMINISTRATION REQUIREMENTS

6.3.1 Offeror assumes full responsibility for the administration of the plan including legal responsibility for COBRA compliance and is responsible for any and all costs associated with any COBRA administration errors or mistakes. Offeror will be responsible for any penalties, levies, taxes, fines, or fees occurring as a result of a failure to follow legal requirements. The selected provider will be responsible for:

6.3.1.1 Complying with current and any future legal requirements related to COBRA. Describe communications made to Collin County of changes that occur in the law.

6.3.1.2 Following COBRA laws including providing separate notification to all qualified beneficiaries (including dependents) within ten (10) days of notification of their eligibility.

6.3.1.3 Accepting COBRA applications (electronic and/or handwritten) from prospective COBRA participants.

6.3.1.4 Generating timely initial premium billing to COBRA participants as well as subsequent monthly billings. Including user friendly explanation of COBRA options with initial billing. Accepting and tracking any and all premium payments from COBRA participants.

6.3.1.5 Mailing notices as necessary regarding unpaid amounts (both significant and insignificant) and payment deadlines to the homes of COBRA participants. If a participant's payment is not accepted, immediately mailing the COBRA participant a letter, returning the payment and explaining why it was not accepted.

6.3.1.6 Accepting enrollment and termination information from Collin County or its administrators via electronic and/or written format.

6.3.1.7 Generating COBRA expiration notices prior to the end of eighteen (18), twenty nine (29), or thirty six (36) months (as appropriate) and mailing them to the homes of COBRA participants.

6.3.1.8 Generating COBRA expiration notices to dependent children when they reach the age of 26 and are no longer eligible to be covered as a dependent.

6.3.1.9 Generating timely warnings of potential termination of coverage under COBRA for the late premium payment prior to expiration of grace period.

6.3.1.10 Generating timely notice of termination of continued coverage for non-payment of premium.

6.3.1.11 Tracking all dates required for proper compliance including postmark dates. Retaining accurate records showing proof of compliance. Records must be provided to Collin County within five (5) days of request.

6.3.1.12 Providing Collin County with electronic monthly reports reflecting COBRA participants, account status, and communications made.

6.3.1.13 Transferring collected funds to Collin County via wire transfer on a monthly basis.

6.3.1.14 Providing the Collin County's Human Resources department with access to experts who can address all legislative and legal questions regarding the COBRA program and related issues.

6.3.1.15 Initiating communications to current COBRA participants advising them of the change in administrators and how their payments will be processed.

6.3.2 Offeror agrees to assume administrative responsibility for current COBRA participants. Describe any additional costs associated with transitioning existing COBRA participants.

6.3.3 Describe how you handle coordination between yourself, other plan administrators, and the Collin County Human Resources department in administering COBRA benefits.

6.3.4 Please provide samples of the communications and materials you would send to participants including initial notices, COBRA election forms, COBRA late payment notices, notices of termination, etc.

6.3.5 Please provide the following financial information, making sure to list all costs individually.

6.3.5.1 Provide a chart of all fees for each of the following years: 2016, 2017, 2018, 2019, and 2020. These fees must be all inclusive for services provided. Please list all services separately.

6.3.5.2 Provide a statement indicating for what years the fees are guaranteed. Provide the formula or maximum increase guarantee for each year.

6.4 FLEXIBLE SPENDING ACCOUNT (FSA) ADMINISTRATION REQUIREMENTS

6.4.1 Offeror assumes full responsibility for the administration of the plan including legal responsibility for compliance and is responsible for any and all costs associated with administration errors or mistakes. Offeror will be responsible for any penalties, levies, taxes, fines, or fees occurring as a result of a failure to follow legal requirements.

6.4.2 The selected provider will be responsible for the total administration of both the medical and dependent care flexible spending account plans including:

6.4.2.1 Complying with current and future legal requirements regarding flexible spending accounts. Describe communications made to Collin County regarding state and federal legislative changes as they occur.

6.4.2.2 Monitoring each account for maximum requirements. Must be able to administer accounts where married participants both work for the County.

6.4.2.3 Receiving the employee's election forms via electronic or written format.

6.4.2.4 Providing employees the option of receiving communications including confirmation notices and information on allowable expenses via electronic mail and/or mail to their homes.

6.4.2.5 Providing a website that employees can access in order to view account balance, claims history, and print claim forms. Is this website coordinated with the health care provider? Please describe any additional online services that would be available to flexible spending account participants.

6.4.2.6 Receiving information regarding participating employees' pre-tax payroll deductions, terminations, and leave status via electronic and written means.

6.4.2.7 Calculating and paying all claims in proper and complete order within ten (10) business days after receipt. Performing all claims processing functions, including, but not limited to: verification of proper documentation of the expense, screening for duplicate payment, calculation of reimbursement due, and payment directly to the participating employee.

6.4.2.8 If a claim is denied, immediately mailing the participating employee a letter explaining why the claim was denied. If a participating employee submits a reimbursement request for more than one expense and only one of the expenses is denied, the participating employee will be reimbursed for all approved eligible expenses, and the denied expense will be placed in a hold status pending additional information from the employee.

6.4.2.9 Notifying the Collin County Auditor's office before the day of payment of the total amount on the check run so that Collin County can transfer funds to the designated bank account.

6.4.2.10 Allowing participating employees to have their reimbursements direct-deposited into a checking or savings account. If a participating employee does not choose the direct-deposit option, the reimbursement checks will be mailed to the participating employee's home.

6.4.2.11 Automatically processing any dependent care amounts that are unpaid due to the expenses exceeding the amount in the account at the time of the claim, as money accumulates in the dependent care account without resubmission of the unpaid claim.

6.4.2.12 Mailing a notice by November 1st of each year reminding participating employees that the plan year is coming to a close.

6.4.2.13 Using a 90-day extended filing period for medical flexible spending accounts. Offeror must allow participants to submit for claims reimbursement until March 31st. Offeror must be able to process claims simultaneously for different plan years. Expenses incurred from January 1st through March 15th should first be applied to the remaining balance of the previous plan year. All reporting will be broken out by each plan year.

6.4.3 Please explain your debit card program in detail, including how it is administered, the cost to the employer, the cost to the employee, and how the employer is billed for costs.

6.4.4 Can a process be established to pay claims automatically without requiring the employee to file a paper claim? Please describe how this process would work, including coordination with the medical plan administrator.

6.4.5 Provide to Collin County the following electronic documents:

6.4.5.1 Check Register Report

6.4.5.2 Aggregate Report (Transaction Summary Report)

6.4.5.3 Reimbursement Reconciliation Report

6.4.5.4 Payroll Deduction Report (Contribution Report)

6.4.5.5 Financial Summary Report

6.4.5.6 Account Reconciliation Reports

6.4.5.7 Provide participation reports for both Health Care and Dependent Care Spending Accounts.

6.4.5.8 Provide samples of the communications and materials you would provide to participants.

Please provide a sample of each of the above reports with your proposal.

6.4.5.9 Please provide the following financial information, making sure to list all costs individually:

6.4.5.9.1 Provide a chart of all fees for each of the following years: 2016, 2017, 2018, 2019, and 2020. These fees must be all inclusive for services provided. Please list all services included.

6.4.5.9.2 Provide a statement indicating for what years the fees are guaranteed. Provide the formula or maximum increase guarantee for each year.

6.5 RETIREE MEDICAL INSURANCE

6.5.1 Collin County will consider the fully or self-insured plans listed below. Plans must provide coverage for eligible dependents for both pre- and post-Medicare options. Proposals should indicate if they are fully or self-insured, the plan design and pricing:

- Pre- and Post-Medicare, fully or self-insured medical plan options. Provide plan details for each.
- Medicare Supplement Plan F
- Medicare Advantage PPO Plan with prescription drug coverage
- Medicare Part D prescription drug plan that can be added to a Medicare Supplement

6.5.1.1 Does the plan allow dependent coverage?

6.5.1.2 Does the offer include prescription coverage?

6.5.1.3 Does the offer include dental coverage?

6.5.1.4 Does the offer include vision coverage?

6.5.2 The selected offeror must provide the following information, if applicable:

- Please list your license and certification information from the Centers for Medicare and Medicaid Services (CMS) which allows you to provide Medicare Advantage plans (which includes Medicare Part D), group Medicare Supplement plans, and Medicare Part D stand-alone plans.
- Please list your license and certification information from the Texas Department of Insurance which allows you to operate Medicare Advantage plans, group Medicare Supplement plans or Medicare Part D plans.

6.5.3 The offeror will be responsible for communicating directly with the retirees regarding all aspects of plan administration, including premium collection and claims issues.

6.5.4 All County medical plans must be considered as creditable coverage for all retiree plan options. If a plan does not qualify as credible coverage due to legislative or plan changes, offeror is to notify Collin County in writing within thirty (30) days of determination.

6.5.5 Please list your requirements, if any, regarding the minimum number of retirees required to enroll in your plan.

6.5.6 The selected offeror is required to accept all current and future retirees and their spouses and dependents that elect to enroll in selected offeror's plan.

6.5.7 The selected offeror is required to provide an ID card to enrolled retirees.

6.5.8 The selected offeror must provide a single point-of-contact to address member questions and issues.

6.5.9 The selected offeror must provide benefit communication materials such as summary plan documents, claim forms, and explanation of benefit forms as well as any other materials required by the Centers for Medicare and Medicaid Services (CMS) or other governing agencies.

6.5.10 Annual enrollment information, including premium rates, must be provided to enrolled retirees a minimum of ninety (90) days prior to the start of each year. One hundred twenty (120) days is preferred.

6.5.11 Please list all states in which you are licensed to offer the plans proposed.

6.5.12 Please explain your rating methodology for each of the plans quoted, i.e. community rating, individual rating, and experience rating.

6.5.13 Do you offer any type of discounts such as for non-smokers or married couples? If so, please list each type of discount available and the amount of each discount.

6.5.14 Please provide your premium increase history for the past 5 years.

6.5.15 Please list any extra charges for which Collin County would be responsible.

6.5.16 Please describe any information you may need from Collin County in order for you to administer these plans.

| |
|-----------------------|
| 7.0 DEVIATIONS |
|-----------------------|

Instructions for completing section

An individual deviations table should be completed for any deviation from requirements for medical, dental, vision, COBRA, FSA, and retiree health benefits. Please complete the following worksheet listing any and all deviations from the information requested in the Request for Proposal. Attach additional pages as needed. If no deviations are listed it is understood that the offeror has agreed to all RFP requirements, even if a notation is referenced in an individual section.

| Section Number/ Question Number | Required Service You are Unable to Perform | Steps Taken to Meet Requirement |
|--|---|--|
| | | |
| | | |
| | | |
| | | |

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information in this section is being disclosed.

Name of Officer

This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?

Yes No

D. Describe each employment or business and family relationship with the local government officer named in this section.

4

Signature of vendor doing business with the governmental entity

Date

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

| | | |
|---|--|--|
| Print or type See Specific Instructions on page 2. | 1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. | |
| | 2 Business name/disregarded entity name, if different from above | |
| | 3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ | 4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i> |
| | 5 Address (number, street, and apt. or suite no.) | Requester's name and address (optional) |
| | 6 City, state, and ZIP code | |
| | 7 List account number(s) here (optional) | |

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

| | | | | | | | | | | | |
|---------------------------------------|--|--|--|---|--|---|---|--|--|--|--|
| Social security number | | | | | | | | | | | |
| | | | | | | | | | | | |
| | | | | - | | | - | | | | |
| or | | | | | | | | | | | |
| Employer identification number | | | | | | | | | | | |
| | | | | | | | | | | | |
| | | | | | | - | | | | | |

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

| | | |
|------------------|----------------------------|--------|
| Sign Here | Signature of U.S. person ▶ | Date ▶ |
|------------------|----------------------------|--------|

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

| IF the payment is for . . . | THEN the payment is exempt for . . . |
|--|---|
| Interest and dividend payments | All exempt payees except for 7 |
| Broker transactions | Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012. |
| Barter exchange transactions and patronage dividends | Exempt payees 1 through 4 |
| Payments over \$600 required to be reported and direct sales over \$5,000 ¹ | Generally, exempt payees 1 through 5 ² |
| Payments made in settlement of payment card or third party network transactions | Exempt payees 1 through 4 |

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

| For this type of account: | Give name and SSN of: |
|---|---|
| 1. Individual | The individual |
| 2. Two or more individuals (joint account) | The actual owner of the account or, if combined funds, the first individual on the account ¹ |
| 3. Custodian account of a minor (Uniform Gift to Minors Act) | The minor ² |
| 4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law | The grantor-trustee ¹ The actual owner ¹ |
| 5. Sole proprietorship or disregarded entity owned by an individual | The owner ³ |
| 6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A)) | The grantor* |
| For this type of account: | Give name and EIN of: |
| 7. Disregarded entity not owned by an individual | The owner |
| 8. A valid trust, estate, or pension trust | Legal entity ⁴ |
| 9. Corporation or LLC electing corporate status on Form 8832 or Form 2553 | The corporation |
| 10. Association, club, religious, charitable, educational, or other tax-exempt organization | The organization |
| 11. Partnership or multi-member LLC | The partnership |
| 12. A broker or registered nominee | The broker or nominee |
| 13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments | The public entity |
| 14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B)) | The trust |

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.