



FULTON COUNTY

Vision

*People Families
Neighborhoods*

Mission

*To serve, protect and govern in concert with
local municipalities*

Values

**PURCHASING DEPARTMENT
REQUEST FOR INVITATION TO BID NO. 05RFP45192C**

Employee Health Care and Benefits Plan

For

The Finance Department

**BID DUE TIME AND DATE: 11:00 A.M. July 5, 2005
PRE-PROPOSAL TIME AND DATE: 10:00 A.M. June 20, 2005
PROCEDURAL CONTACT: MALCOLM TYSON at (404)-730-5811
E-MAIL: malcolm.tyson@co.fulton.ga.us**

**LOCATION: FULTON COUNTY PURCHASING DEPARTMENT
130 PEACHTREE STREET, S.W., SUITE 1168
ATLANTA, GA 30303**

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Section 1: Introduction

1.1 OVERVIEW OR PURPOSE

Fulton County, Georgia (“County”) is one of the largest and most prominent counties in the State of Georgia. The Fulton County Board of Commissioners is responsible for providing health care to the County’s active and retired employees. Currently, the County provides health care for over 7,500 active and retired employees and their eligible dependents.

Through the issuance of this Request For Proposal (“RFP” and/or “Proposals”), the County is soliciting Proposals from qualified Proposers for Medical, Prescription Drug, Dental, Vision and EAP & Mental Health/Substance Abuse services.

Proposals provided in response to this RFP that comply with the submittal requirements set forth in Section 5.0, including all forms and certifications, will be evaluated in accordance with the criteria and procedures described in Section 4.0. Based on the results of the evaluation, the County will award the Medical, Prescription Drug, Dental, Vision and EAP & Mental Health/Substance Abuse services to the most advantageous Proposer/Proposers based on the cost and the evaluation factors set forth in the RFP.

1.2 DESCRIPTION OF THE PROJECT

This project involves the solicitation of Proposals from qualified Proposers for Medical, Prescription Drug, Dental, Vision and EAP & Mental Health/Substance Abuse services.

1.3 BACKGROUND

Fulton County currently utilizes Blue Cross Blue Shield of Georgia to administer its medical plans under a self-insured risk-sharing arrangement, as follows:

Through this arrangement, the County offers several medical options to its active and retired employees and their eligible dependents, as follows:

- A health maintenance organization (HMO), which is offered to all active employees and retirees, regardless of their age at enrollment
- A comprehensive medical plan (PPO), which is offered to all active employees and retirees under the age of 65, only
- A comprehensive medical plan (PPO Plus), which is offered to all retirees under the age of 65 who retired prior to January 1, 1992
- A Medicare Health Insurance Indemnity plan, which is offered to retirees over the age of 65 who elect Medicare coverage

Active employee enrollment in the medical plans is as follows:

Plan	Enrollment	Percentage of Total
HMO	5,451	89%
PPO	220	4%
Not Covered	452	7%
Total	6,123	100%

Retired employee enrollment in the medical plans:

Plan	Enrollment	Percentage of Total
HMO over 65	382	16%
HMO under 65	728	31%
Medicare Health Insurance/Indemnity	574	24%
PPO	154	7%
PPO Plus	15	1%
Not Covered	499	21%
Total	2,352	100%

In addition to Blue Cross Blue Shield of Georgia, Fulton County utilizes several other vendors to administer its prescription drug, dental, vision, and EAP & mental health/substance abuse plans on a self-funded basis. The County's current vendors/plan administrators are as follows:

Plan	Administrator
Prescription Drugs	PharmaCare
Dental	Group Insurance Administration, Inc.
Vision	Group Insurance Administration, Inc.
EAP/Mental Health	Horizon Behavioral Health

Since January 1, 1992, all the health plans, including the HMO, have been administered on a self-insured basis. It is the strong preference of the County to continue with a single contract for administrative services only (ASO) for all of its coverage – HMO, PPO, PPO Plus, Medicare Health Insurance, prescription drugs, dental, vision and EAP & mental health/substance abuse.

1.4 COUNTY OBJECTIVES

Since the current benefit contracts expire at the end of calendar year of 2005, Fulton County has decided to conduct a market assessment of the services provided under this arrangement. The primary objectives of this assessment are:

- Conduct a thorough review of the market that includes national and local service providers.
- Based on the findings of this review, consider changes in administration of the health plan.

The target date for the final selection of a service provider is August 23, 2005. Any changes to the administration or financing of the program will be effective January 1, 2006.

1.5 OBTAINING THE RFP

This document and supporting documents can be downloaded at the Fulton County Website, <http://www.co.fulton.ga.us/> under "Bid Opportunities".

1.6 PRE-PROPOSAL CONFERENCE

The County will hold a Pre-Proposal Conference, on Monday, June 20, 2005 at 10:00 A.M. legal prevailing time in the Bid Conference Room of the Purchasing Department, Fulton County Public Safety Building, Suite 1168, 130 Peachtree Street, S.W., Atlanta, Georgia 30303. Attendance at the Pre-Proposal Conference is voluntary for responding to this RFP; however Proposers are encouraged to attend. The purpose of the Pre-Proposal Conference is to provide information regarding the project and to address any questions and concerns regarding the services sought by the County through this RFP.

1.7 PROPOSAL DUE DATE

All proposals are due in the Purchasing Department of Fulton County located in the Public Safety Building, Suite 1168, 130 Peachtree St, S.W., Atlanta Georgia 30303 on or before July 5, 2005 at 11:00 A.M., legal prevailing time. All submitted proposals will be time and date stamped according to the clock at the front desk of the Fulton County Purchasing Department. The proposal due date can be changed only by addendum.

1.8 DELIVERY REQUIREMENTS

Any proposal received after the above stipulated due date and time will not be considered and will be rejected and returned. It shall be the sole responsibility of the Proposer to have his/her proposal delivered to the Fulton County Department of Purchasing for receipt on or before the above stipulated due date and time. If a proposal is sent by U.S. Mail, the proposer shall be responsible for its timely delivery to the Department of Purchasing.

1.9 CONTACT PERSON AND INQUIRIES

Any questions or suggestions regarding this RFP should be submitted in writing to the Purchasing Department contact person, Malcolm Tyson, Fulton County Government, Assistant Purchasing Agent, 130 Peachtree Street S.W. Suite 1168, Atlanta GA 30303; phone: (404) 730-5811, fax: 404-893-1744, email: Malcolm.Tyson@co.fulton.ga.us. Any response made by the County will be provided in writing to all Proposers by addendum. No verbal responses shall be authoritative.

Section 2: Instructions to Proposers

2.1 PROCUREMENT PROCESS

The procurement will be on a formally advertised basis. All technical requirements, unless otherwise specified, must be met, or be capable of being met by the Proposer or their proposal will be disqualified as being non-responsive.

2.2 CONTRACT DEFINITIONS

In addition to any other terms that may be defined in this solicitation, the following terms have the following meaning:

- Addendum – Revision to the RFP documents issued by the County prior to the receipt of proposals.
- Agreement – refers to the executed contract between the County and Contracting Entity.
- County – Fulton County Government and its authorized representatives.
- Contact Person – Purchasing staff designated by the Fulton County Department of Purchasing to submit any questions and suggestions to.
- Owner – Fulton County Government
- Scope of Work – All the services specified, indicated, shown, or contemplated by the Contract, and furnishing by the Contractor of all materials, equipment, labor, methods, processes, construction and manufacturing materials and equipment, tools, plants, supplies, power, water, transportation and other things necessary to complete such services in accordance with the Contract.

2.3 NO CONTACT DURING PROCUREMENT PROCESS

It is the policy of Fulton County that the evaluation and award process for County contracts shall be free from both actual and perceived impropriety, and that contacts between potential vendors and County officials, elected officials and staff regarding pending awards of County contracts shall be prohibited.

- A. No person, firm, or business entity, however situated or composed, obtaining a copy of or responding to this solicitation, shall initiate or continue any verbal or written communication regarding this solicitation with any County officer, elected official, employee, or designated County representative, between the date of the issuance of this solicitation and the date of the County Manager's recommendation to the Board of Commissioners for award of the subject contract, except as may otherwise be specifically authorized and permitted by the terms and conditions of this solicitation.
- B. All verbal and written communications initiated by such person, firm, or entity regarding this solicitation, if same are authorized and permitted by the terms and conditions of this solicitation, shall be directed to the Purchasing Agent.
- C. Any violation of this prohibition of the initiation or continuation of verbal or written communications with County officers, elected officials, employees, or designated County representatives shall result in

a written finding by the Purchasing Agent that the submitted bid or proposal of the person, firm, or entity in violation is “non-responsive”, and same shall not be considered for award.

2.4 CLARIFICATION & ADDENDA

Proposers may submit requests for clarifications or interpretations regarding this RFP and the Contract. Proposers must prepare such requests in writing for the County’s consideration as set forth in this section of this RFP. While the County has not placed an initial limitation on the number of requests which can be submitted, Proposers are cautioned that if Proposers do not request meaningful clarifications or interpretations in an organized manner (e.g., limited frequency of requests), the County will set restrictions on the frequency and number of requests permitted. The County will not respond to requests received after **June 20, 2005 at 5:00 PM**, local prevailing time. Proposers are advised that this section places no obligation on the part of the County to respond to any or all requests for clarification or interpretation, and that the County’s failure to respond to any such request will not relieve the Proposer of any obligations or conditions required by this RFP.

Requests for clarification or interpretation regarding this RFP shall only be submitted in writing (letter, fax or email) to:

**Fulton County Department of Purchasing
Attn: Malcolm Tyson
Public Safety Building
130 Peachtree Street S.W. Suite 1168
Atlanta GA 30303
Email: Malcolm.Tyson@co.fulton.ga.us
F: 404-893-1744**

RE: RFP# 05RFP45192C Employee Health Care and Benefit Plan

All responses to written requests for clarification, interpretation, or additional information will be distributed as addenda to this RFP to all persons registered with the County to have received a copy of the RFP.

No oral interpretation, instruction, or information concerning this RFP given by any employee or agent of the County shall be binding on the County. Proposers who submit a Proposal in reliance on any such oral information risk having their response to this RFP deemed non-responsive by the County. Only written responses issued by addendum to this RFP should be considered by the Proposers.

During the period provided for the preparation of Proposals, the County may issue addenda to this RFP. These addenda will be numbered consecutively and will be distributed to those who have been issued a copy of this RFP. Additionally, the addenda will be posted on the Fulton County website, www.co.fulton.ga.us. These addenda will be issued by, or on behalf of, the County and will constitute a part of this RFP. Each Proposer is required to acknowledge by submitting an executed acknowledgment form included as Technical Proposal Form 2. This acknowledgment shall include all addenda distributed prior to the Proposal Submission Date. All responses to this RFP shall be prepared with full consideration of the addenda issued prior to the Proposal Submission Date.

2.5 TERM OF CONTRACT

The initial term of the contract shall be for a one (1) year term, with two (2), one (1) year renewal options.

2.6 REQUIRED SUBMITTALS

- Technical Proposal
- Cost Proposal
- Certification of Acceptance of Proposal Requirements
- Receipt of Addenda
- Procurement Affidavits
 - Certification Regarding Debarment
 - Non-Collusion Affidavit of Prime Offeror
 - Non-Collusion Affidavit of Subcontractor
- Insurance and Risk Management Provisions
- Contract Compliance Forms
 - Exhibit A - Promise of Non-Discrimination
 - Exhibit B - Employment Report
 - Exhibit C - Schedule of Intended Subcontractor Utilization
 - Exhibit D - Letter of Intent to Perform As a Subcontractor
 - Exhibit E - Declaration Regarding subcontractor Practices
 - Exhibit F - Joint Venture Disclosure Affidavit
 - Equal Business Opportunity (EBO) Plan

2.7 PROPOSAL EVALUATION

All proposals will be evaluated using the criteria specified in Section 4 of this RFP. Selection will include an analysis of proposals by a selection committee composed of members from the Finance Department and members from the Purchasing Staff who will review the proposal submittals in accordance with the submittal requirements and the evaluation criteria set forth in Section 4 of this RFP. The committee may request oral interviews and/or site visits.

2.8 DISQUALIFICATION OF PROPOSERS

The submission of more than one (1) proposal to the County as the primary Proposer or member of a joint venture for the same work by an individual firm, partnership or corporation under the same or different names may be considered as sufficient for disqualification of a Proposer and the rejection of the proposal.

2.9 RESERVED RIGHTS

The County reserves the right to accept or reject any and/or all proposals, to waive irregularities and technicalities, and to request resubmission. Any sole response that is received may or may not be rejected by the County depending on available competition and timely needs of the County. There is no obligation on the part of the County to award the contract to the lowest proposer and the County reserves the right to award the contract to the responsible proposers submitting responsive proposals with resulting agreements most advantageous and in the best interest of the County. The County shall be the sole judge of the proposals and the resulting agreements that are in its best interest and its decision shall be final. Also, the County reserves the right to make such investigation as it deems necessary to

determine the ability of any proposer to perform the work or service requested. Information the County deems necessary to make this determination shall be provided by the proposer. Such information may include, but shall not be limited to, current financial statements by an independent CPA; verification of availability of personnel; and past performance records.

2.10 APPLICABLE LAWS

All applicable laws and regulations of the State of Georgia and ordinances and regulations of Fulton County shall apply. Protestors shall seek resolution of their complaints in the manner provided in the Fulton County Code of Laws §2-324 which is incorporated by reference herein.

2.11 MINIMUM PARTICIPATION REQUIREMENTS FOR PRIME CONTRACTORS

Pursuant to Fulton County Code 102-357, Prime Bidders on the project must perform no less than 51% of the scope of work required under the project.

2.12 INSURANCE AND RISK MANAGEMENT PROVISIONS

Insurance and Risk Management provisions and Indemnification and Hold Harmless provisions are outlined in Section 7 of this RFP.

2.13 ACCURACY OF RFP AND RELATED DOCUMENTS

The County assumes no responsibility that the specified technical and background information presented in this RFP, or otherwise distributed or made available during this procurement process, is complete or accurate. Without limiting the generality of the foregoing, the County will not be bound by or be responsible for any explanation or interpretation of the Proposal documents other than those given in writing as an addendum to this RFP.

Should a recipient of this RFP find discrepancies in or omissions from this RFP and related documents, the recipient of this RFP shall immediately notify the Purchasing Contact Person identified in Section 1.10 in writing at the following address: Fulton County Purchasing Department, Public Safety Bldg, 130 Peachtree Street S.E., Suite 1168 Atlanta, GA 30303. A written addendum, if necessary, then will be made available to each recipient of this RFP.

2.14 RESPONSIBILITY OF PROPOSER

Each Proposer is encouraged to conduct all necessary investigations and review all available and relevant data and information, which are necessary in its judgment in order to assume this responsibility prior to the submittal of its Proposal. Proposers are reminded of Fulton County's "**No Contact During Procurement**" policy and may only contact the person designated by the RFP.

2.15 CONFIDENTIAL INFORMATION

If any Proposal contains technical, financial, or other confidential information that the Proposer believes is exempt from disclosure, the Proposer must clearly label the specific portions sought to be kept confidential and specify on what the exemption is based. The County, at its sole discretion and subject to applicable law, will determine whether such exemption applies. The County has sole discretion to make such determination regarding the disclosure of information, and by responding to this RFP, Proposers waive any challenge to the County's decisions in this regard. Marking all or substantially all of a Proposal as confidential may result in the Proposer being deemed non-responsive to this RFP.

Notwithstanding the foregoing, Proposers recognize and agree that the County, its staff, and its Consultants will not be responsible or liable in any way for any losses that the Proposer may suffer from the disclosure of information or materials to third parties.

2.16 COUNTY RIGHTS AND OPTIONS

This RFP constitutes an invitation to submit Proposals to the County. Without limitation or penalty, the County reserves and holds at its sole discretion, the following rights and options:

- This RFP does not obligate the County to select, procure or contract for any services whatsoever
- The County reserves the right to change or alter the schedule for any events associated with this procurement and, if required, notify the Proposers. A Proposer, by submitting a Proposal, agrees to be bound by any modifications made by the County
- All costs incurred by a Proposer in connection with responding to this RFP, the evaluation and selection process undertaken in connection with this procurement, and any negotiations with the County will be borne by the Proposer.
- The County reserves the right to reject all Proposals and components thereof to eliminate all Proposers responding to this RFP from further consideration for this procurement, and to notify such Proposers of the County's determination.
- The County may cancel this RFP without the substitution of another RFP and terminate this procurement at any time without any liability whatsoever.
- The County reserves the right to waive any technicalities or irregularities in the Proposals.
- The County reserves the right to eliminate any Proposer who submits incomplete or inadequate responses or is not responsive to the requirements of this RFP.
- The County may request Proposers to send representatives to the County for interviews and presentations.
- To the extent deemed appropriate by the County, the County may select and enter into discussion and negotiations with the Proposer(s) submitting Proposal(s), which are found to be reasonably susceptible for award.
- The County reserves the right to discontinue negotiations with any selected Proposer.
- The County reserves the right, without prior notice, to supplement, amend, or otherwise modify this RFP.

- All Proposals (other than portions thereof subject to patent or copyright protection) become the property of the County and will not be returned, and the County reserves the right to utilize all such information contained in the Proposals without further cost to the County
- The County may add to or delete from the Project Scope of Work set forth in this RFP.
- Any and all Proposals not received by the Proposal Submission Date shall be rejected and returned unopened.
- Neither the County, its staff, its representatives, nor any of its consultants or attorneys will be liable for any claims or damages resulting from the solicitation, collection, review, or evaluation of responses to this RFP.
- The County, including its representatives and consultants, reserves the right to visit and examine any of the facilities referenced in any Proposal and to observe and investigate the operations of such facilities.
- The County reserves the right to conduct investigations of the Proposers and their responses to this RFP and to request additional evidence to support the information included in any such response.

By responding to this RFP, Proposers acknowledge and consent to the rights and conditions set forth in this RFP.

2.17 COST OF PROPOSAL PREPARATION AND SELECTION PROCESS

Each Proposal, including preparation of all information required to be included in a Proposal pursuant to this RFP, shall be prepared at the sole cost and expense (including, but not limited to, engineering and legal costs) of the Proposer. In addition, the Proposer shall be solely responsible for all costs (including engineering and legal costs) incurred by such Proposer in connection with this selection process, including any costs incurred by the Proposer in any subsequent negotiations entered into in connection with developing the Proposal. There shall be no claims whatsoever against the County, its staff, or its consultants for reimbursement for the costs or expenses (including, but not limited to, engineering and legal costs) incurred during the preparation of the Proposal or other information required by this RFP or procurement process or in connection with the selection process or any negotiations.

2.18 TERMINATION OF NEGOTIATIONS

The County at its sole discretion may, at any time, to the extent permitted by Applicable Law, exclude a Proposer from further participation in any negotiation process if the County determines that such Proposer is failing to progress in the negotiations or if the terms of its Proposal are less advantageous than those of other Proposers and such Proposer is deemed to be no longer susceptible of selection. The County will give written notice of its decision to the Proposer, which shall be sent in writing, signed by the County.

2.19 WAGE CLAUSE

Pursuant to 102-391, Each Contractor shall agree that in the performance of the Contract he will comply with all lawful agreements, if any, which the Contractor had made with any association, union, or other entity, with respect to wages, salaries, and working conditions, so as not to cause inconvenience, picketing, or work stoppage.

2.20 GENERAL RFP REQUIREMENTS

FULTON COUNTY PURCHASING DEPARTMENT

REQUEST FOR PROPOSAL (RFP) GENERAL REQUIREMENTS

RFP# 05RFP45192C, Request for Proposal for Employee Health Benefit Plan

The following information pertains to the submission of a proposal to Fulton County ("County"), and contains instructions on how proposals must be presented in order to be considered. If specific conditions or instructions in the text of the Request for Proposal ("RFP") conflict with the General Requirements as listed here, those conditions or instructions in the RFP shall prevail.

1. Proposals submitted in response to the attached RFP must be formatted as specified in the RFP. Additional sheets, literature, etc., should be clearly identified.
2. The original and the required number of copies of the proposal must be returned to:

Fulton County Purchasing Agent
Fulton County Purchasing Department
130 Peachtree Street, S.W., Suite 1168
Atlanta, GA 30303
3. The envelope in which the proposal is submitted must be sealed and clearly labeled with the RFP project name and number, due date and time, and the name of the company or individual submitting the proposal. Proposals must be received by the opening date and time shown on this RFP in order to be considered. The Purchasing Agent has no obligation to consider proposals which are not in properly marked envelopes. The Technical Proposal, Cost Proposal and Contract Compliance submittals shall be submitted in separate sealed envelopes. The inclusion of any cost information in the Technical Proposal may result in such proposal being rejected by the County.
4. Proposals received after the time and date specified will not be opened or considered.
5. By submitting a signed proposal, Offeror agrees to accept an award made as a result of the submission of the prices and terms contained in that proposal. Prices proposed must be audited by the Offeror to insure correctness before the proposal is submitted. Person signing the proposal is responsible for the accuracy of information in it. The specifications, provisions, and the terms and conditions of the RFP and proposal shall become a valid contract between Fulton County and the Offeror upon notice of award of contract in writing and/or issuance of a purchase order.

6. Any contract awarded as a result of this proposal, shall comply fully with all Local, State, and Federal laws and regulations.
7. Absolutely no fax proposals or reproduction proposals will be accepted, except that if multiple copies of the proposal are required, photocopies of the original may be submitted as the additional copies, provided that they are clearly marked as such.
8. Type or neatly print company name, as well as the full legal name and title of the person signing the proposal, in all appropriate places. The Offeror's signature must be executed by a Principal of the company duly authorized to make contracts and bind the company to all terms being proposed.
9. Proposals may be withdrawn upon receipt of a written request prior to the stated due date and time. If a firm seeks to withdraw a proposal after the due date and time, the firm must present a notarized statement indicating that an error was made, with an explanation of how it occurred. The withdrawal request must be accompanied by documentation supporting the claim. Prior to approving or disapproving the request, an opinion will be obtained from Fulton County's Legal Counsel indicating whether the firm is bound by its proposal.
10. Show information and prices in the format requested. Prices are to be quoted F.O.B. destination, and must include all costs chargeable to the Offeror in executing the contract, including taxes. Unless otherwise provided in the Contract, Fulton County shall have no liability for any cost not included in the price. The Offeror shall provide Fulton County the benefit through a reduction in price of any decrease in the Offeror's costs by reason of tax exemptions based upon Fulton County's status as a tax-exempt entity.
11. Propose all items specified or indicate under each item what alternative is being proposed and why it should be considered in lieu of the original specification. Failures to indicate any exceptions shall be interpreted as the Offeror's intent to fully comply with the specifications as written. Conditional or qualified proposals (except as specifically allowed in the specifications) are subject to rejection in whole or in part.
12. Fulton County shall be the sole judge of the quality and the applicability of all proposals. Design, features, overall quality, local facilities, terms and other pertinent considerations will be taken into account in determining acceptability.
13. The successful Offeror must assume full responsibility for delivery of all goods and services proposed and agree to relieve Fulton County of all responsibility and costs for prosecuting claims.
14. The successful Offeror must assume full responsibility for replacement of all defective or damaged goods and/or performance of contracted services within thirty (30) days notice by the County of such defect, damage or deficiency.
15. The successful Offeror must assume full responsibility for providing warranty service on all goods, materials, or equipment provided to the County with warranty coverage. Should a vendor be other

than the manufacturer, the vendor and not the County is responsible for contacting the manufacturer. The Offeror is solely responsible for arranging for the service to be performed.

16. The successful Offeror shall be responsible for the proper training and certification of personnel used in the performance of the services proposed.
17. The successful Offeror shall not assign, transfer, convey, sublet, or otherwise dispose of any contract resulting from the RFP or of any of all of its rights, title or interest therein without prior written consent of the Fulton County Board of Commissioners.
18. Proposals must contain references which reflect successful completion of contracts for the types of goods, materials, equipment, or services for which the vendor is submitting a proposal to the County. In instances where that does not apply, the proposal must contain a statement and supporting documentation demonstrating such expertise, knowledge, or experience to establish the vendor submitting the proposal as capable of meeting the demands of the proposal should an award be made to them.
19. Offerors submitting proposals may be required to furnish evidence that they maintain permanent places of business of a type and nature compatible with their proposal, and are in all respects competent and eligible vendors, able to fulfill the terms of the specifications. Fulton County may make such investigations as it deems necessary to determine the ability of the Offeror to perform such work, and reserves the right to reject any proposal if evidence fails to indicate that the proposed vendor is qualified to carry out the obligation of the contract and to complete the work satisfactorily.
20. By submitting a signed proposal, Offeror certifies that there has been no collusion with any other Offeror. Reasonable grounds for believing Offeror has an interest in more than one proposal will result in rejection of all proposals in which the Offeror has an interest. Any party to collusion may not be considered in future proposals for the same or similar work.
21. Upon notice of selection, the Offeror submitting the proposal is obligated to perform. Should a successful Offeror refuse to enter into a contract subsequent to an award, a penalty may be assessed and/or the Offeror may be found to be "non-responsible" in the future.
22. In case of default by the successful Offeror, Fulton County may procure the articles or services from another source and hold the successful Vendor responsible for any resultant excess cost.
23. Successful Offerors contract directly with the County and are the party or parties obligated to perform. Contracts may not be assigned and any failure to perform the Contract in accordance with the specifications will constitute a breach of contract and may result in an Offeror being found to be "non-responsible" in the future.
24. Invoice(s) must list each item separately and must show Fulton County's purchase order number as well as the proper department and address to whom the service or product was provided.

25. Fulton County reserves the right to accept or reject any or all proposals, or any part thereof, and to waive any technicalities. Fulton County reserves the right to award a contract based on this RFP and the proposal(s) received (in whole or in part) to one or several Vendors.
26. Awards will not necessarily be based on cost alone. Other factors, as detailed in the RFP, will be considered in determining what proposal will be deemed to best meet the needs of Fulton County.
27. All proposals and bids submitted to Fulton County are subject to the Georgia "Open Records Act", Official Code of Georgia, Annotated (O.C.G.A.) § 50-18-70 et seq.
28. All proposals and bids submitted to Fulton County involving Utility Contracting are subject to the Georgia law governing licensing of Utility Contractors, O.C.G.A. §43-14-8.2(h). The Utility Contractor License number of the person who will perform the utility work shall be written on the face of the bid envelope.
29. Prior to beginning any work, the successful Offeror shall furnish to Fulton County (for the contracting firm and for any subcontractors) a certificate from an insurance company showing issuance of Workers' compensation coverage for the State of Georgia or a certificated from the Georgia Workers' Compensation Board showing proof of ability to pay compensation directly.
30. It is the policy of Fulton County that the evaluation and award process for County contracts shall be free from both actual and perceived impropriety, and that contacts between potential vendors and County officials, elected officials and staff regarding pending awards of County contracts shall be prohibited.
 - A. No person, firm, or business entity, however situated or composed, obtaining a copy of or responding to this solicitation, shall initiate or continue any verbal or written communication regarding this solicitation with any County officer, elected official, employee, or designated County representative, between the date of the issuance of this solicitation and the date of the County Manager's recommendation to the Board of Commissioners for award of the subject contract, except as may otherwise be specifically authorized and permitted by the terms and conditions of this solicitation.
 - B. All verbal and written communications initiated by such person, firm, or entity regarding this solicitation, if same are authorized and permitted by the terms and conditions of this solicitation, shall be directed to the Purchasing Agent.
 - C. Any violation of this prohibition of the initiation or continuation of verbal or written communications with County officers, elected officials, employees, or designated County representatives shall result in a written finding by the Purchasing Agent that the submitted bid or proposal of the person, firm, or entity in violation is "non-responsive", and same shall not be considered for award.
31. Any Offeror intending to respond to this solicitation as a Joint Venture must submit an executed Joint Venture Agreement with this offer. This agreement must designate those persons or entities

authorized to execute documents or otherwise bind the Joint Venture in all transactions with Fulton County, or be accompanied by a document, binding upon the Joint Venture and its constituent members, making such designation. Offers from Joint Ventures that do not include these documents will be rejected as being “non-responsive”.

32. Any Offeror intending to respond to this solicitation must complete all of the Procurement Affidavit Forms provided in Section 5. Proposals that do not include these completed documents will be rejected as being “non-responsive.”

Section 3: Proposal Requirements

3.1 SUBMISSION REQUIREMENTS

3.1.1 Proposal Submission Date and Submittal Format

All Proposals, including all attachments, must be received by the County in a sealed package no later than **July 5, 2005 at 11:00 A.M.** legal prevailing time and must be addressed to:

**REQUEST FOR PROPOSALS RFP # 05RFP45192C
Fulton County Department of Purchasing
Public Safety Building
130 Peachtree Street S.E. Suite 1168
Atlanta GA 30303**

The Proposal shall consist of a Technical Proposal, a Cost Proposal and executed Contract Compliance Exhibits (A-F) and Procurement Affidavits. The Technical Proposal shall include proposer information, technical information, business-related information, and any Technical Proposal forms requested. The Cost Proposal shall include the Cost Proposal Forms and any information describing the basis for pricing and must be separately, sealed, marked and packaged.

The required content of the Technical Proposal and Price Proposal is further specified in this section of the RFP. The Proposal must be signed and acknowledged by the Proposer, including certain information to be provided under oath as required under applicable law, in accordance with the instructions herein and the various proposal forms.

THE TECHNICAL PROPOSAL, THE COST PROPOSAL AND CONTRACT COMPLIANCE EXHIBITS SHALL BE SUBMITTED IN SEPARATE, SEALED ENVELOPES OR PACKAGES. THE INCLUSION OF ANY COST INFORMATION IN THE TECHNICAL PROPOSAL MAY RESULT IN SUCH PROPOSAL BEING REJECTED BY THE COUNTY.

Each envelope or package shall be clearly marked as follows:

**REQUEST FOR PROPOSALS RFP 05RFP45192C
Employee Health Benefit Plan
[Technical or Cost Proposal]
Proposer's Name and Address**

3.1.2 Number of Copies

Proposers shall submit one (1) original and five (5) copies each of the Technical and Cost Proposals. Proposers shall submit one (1) original and two (2) copies of the Contract Compliance Exhibits. All Proposals must be complete with all requested information.

3.2 OVERVIEW OF PROPOSAL REQUIREMENTS

Proposers shall submit Proposals in accordance with the content and format requirements set forth in this RFP. Proposals should be clearly organized and structured in a manner that allows materials included in the document to be located easily.

Each of the instructions set forth in this section must be followed for a Proposal to be deemed responsive to this RFP. In all cases, the County reserves the right to determine, at its sole discretion, whether any aspect of the Proposal meets the requirements set forth in this section. The County reserves the right to reject any Proposal, which in its judgment, does not comply with these Proposal submission requirements.

3.3 SCOPE OF WORK

Fulton County seeks proposals for its self-insured benefit plans. Please provide your proposal response based on the following scenarios:

Funding

Self-Insured

The administrator will administer the plans under a self-insured arrangement.

In conjunction, please propose specific stop loss on the medical.

Plans

Medical

Please provide quote(s) on the current medical plans.

Prescription Drug

Please provide quote(s) on the current prescription drug plan.

Dental

Please provide quote(s) on the current dental plan.

Vision

Please provide quote(s) on the current vision plan.

EAP & Mental Health/Substance Abuse

Please provide quote(s) on the current EAP and mental health/substance abuse plan.

If you cannot duplicate the current benefits, please match them as closely as possible and indicate any deviations from the current plan design.

Proposers may quote on one, several or all of the benefit plans requested.

3.4 TECHNICAL MANDATORY REQUIREMENTS

The Offeror MUST be able to meet the following Mandatory requirements. Inability to meet these requirements will result in no further evaluation of proposals. Offeror should indicate their understanding of these mandatory requirements and their agreement to satisfy these mandatory requirements by placing the word "Yes" by each requirement.

_____ A. Have a current business license and/or other required certifications necessary to operate in Fulton County and the State of Georgia.

_____ B. Have a minimum of three years experience providing health plan claims administration, utilization management and provider network.

_____ C. Provide a GeoAccess match of 90% of Members using the following standards (more detail is provided in Exhibit C):

Provider Group	Access Standard
Medical PCPs*	2 in 10 miles
Medical Specialists	2 in 10 miles
Hospitals	1 in 15 miles
Dental Providers	2 in 10 miles
Mental Health Providers	2 in 15 miles
Pharmacy	2 in 10 miles
Vision	1 in 20 miles

*Primary care physicians include internists, family practitioners, OB/GYNs, pediatricians, and generalists.

_____ D. Have account management personnel and office site within the metropolitan Atlanta area.

_____ E. Offeror will execute within thirty (30) days of receipt of the Contract, the Contract with the subcontractor if it is determined to be an apparent winning proposal.

_____ F. Comply with all State and Federal laws effective during the Contract period

_____ G. Disclose the names and roles of all subcontractors to the DCH and disclose any changes in roles and names of subcontractors in writing within sixty (60) calendar days of the change.

Authorized Signature

Print Name

Date

3.5 TECHNICAL PROPOSAL FORMAT AND CONTENT

The Technical Proposal shall include the appropriate and requested information in sufficient detail to demonstrate your firm's qualifications for providing Medical, Prescription Drug, Dental, Vision and EAP & Mental Health/Substance Abuse services.

The Technical Proposal shall be arranged and include content as described below:

Section 1 – Contract Compliance Documents

All Contract Compliance documents (Exhibits A – F and EBO Plan) are to be placed in a **separate sealed envelope** clearly marked "Contract Compliance".

Section 2 – General Requirement Forms/Insurance forms

This section shall include all required forms including applicable Procurement Affidavits, Insurance and Risk Management forms.

Section 3 – Questionnaire

Please refer to Exhibit D for the Questionnaire portion of the RFP. You are required to complete a questionnaire for all applicable lines of coverage. Read the questions carefully and be sure to answer the question being asked. The responses will be scored and clarification of responses may not be possible depending on the volume of responses. If you are proposing with contracted partners (e.g. using a free-standing network, or free-standing utilization review organization, those partners must complete the General Information section of the RFP.

Section 4 – Administrative Procedures

Please refer to Exhibit E for an outline of current and proposed administrative requirements. Please complete this document with your proposed administrative services for Fulton County for the specific categories outlined.

Section 5 – Network Access Exhibits

Please refer to Exhibit C for the Network Access analysis.

3.6 COST PROPOSAL FORMAT AND CONTENT

The Price Proposal shall be provided in a separate sealed envelope with the Fulton County RFP name and number. The Price Proposal shall include current information and shall be arranged and include content as described below:

Section 1 - Completed Price Proposal Forms

The Proposer is required to complete all of the Price Proposal Forms included in Exhibit B of the RFP. Failure to use the fee form(s) may result in your proposal being disqualified. You may add any comments related to your fee arrangements. All fees should be quoted net of commissions.

Section 2 – Performance Standards Form

The Proposer is required to complete the Performance Standards form included in Exhibit B of the RFP. Failure to use the Performance Standard form may result in your proposal being disqualified.

Section 4: Evaluation Criteria

4.1 PROPOSAL EVALUATION – SELECTION CRITERIA

A selection committee composed of members from the Finance Department and the Purchasing Staff shall review and rank the proposals and make recommendations to the Board of Commissioners for award of the contract. Determinations shall be based on the following considerations:

Criteria	Weight Factors %
Vendor Experience/Financial Solvency – Exhibit D, Questionnaire, General Information Number of years organization in operation Client references Financial rating(s)	5%
Qualifications of Account Management Team – Exhibit D, Questionnaire, Client Services Number of years working for organization Number of years of experience in general Implementation Support Communication	5%
Plan Administration – Exhibit D, Questionnaire Sections: Member Services Claims Administration/Technology Provider Network, Medical Only Provider Reimbursement, Medical Only Medical Management, Medical Only Case Management, Medical Only Disease Management, Medical Only Health and Wellness, Medical Only Quality Improvement, Medical Only Reporting/Communication, All Products Banking/Financial COBRA Administration Stop Loss Dental Prescription Drugs Mental Health	40%
Network Access/Network Development – Exhibit C Vendor is able to meet access standards specified	15%
Financials/Proposed Cost (provided in a sealed envelope) – Exhibit B Deviations, Discounts, Fees and Performance Guarantees	25%
Local Preference	10%
Total Weights	100%

Discussions may be made by the Purchasing Agent, in conjunction with the user department, with responsible offerors who submit proposals determined by the purchasing agent, and upon written recommendation of the Finance Department to be reasonably susceptible of being selected for award; such discussions shall be for the purpose of clarification to assure full understanding of the responsiveness to the solicitation requirements. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing offerors. Proposers who make offers shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals; and such revisions may be permitted after submission and prior to award for the purpose of obtaining the best and final offers; provided that the County may reject all proposals if it shall deem it best for the County to do so. Proposers are not to initiate the above discussions unless and when so notified by the Fulton County Purchasing Department during the evaluation and selection process.

BASIS OF AWARD

The award of the contract shall be made by the Board of Commissioners of Fulton County to the responsible offerors whose proposal is determined, upon written recommendation by the County Manager, the Purchasing Agent and the Finance Director, to be in the best interest of the County taking into consideration price and the evaluation factors set forth in the Request for Proposal.

INFORMATION TO BE SUBMITTED: Failure to submit any required data item may be cause for rejection. VENDORS may submit such other data as they deem appropriate; however, voluminous or overly elaborate proposals are discouraged.

Section 5: Proposal Forms

5.1 INTRODUCTION

To be deemed responsive to this RFP, Proposers must provide the information requested and complete in detail all Proposal Forms. The appropriate individual(s) authorized to commit the Proposer to the Project must sign the Proposal Forms. Proposers should reproduce each Proposal Form, as required, and complete the appropriate portions of the forms provided in this section.

Procurement Affidavits

Procurement Affidavit Form 1	Certification Regarding Debarment
Procurement Affidavit Form 2	Form A: Non-Collusion Affidavit (Prime) Form B: Sub-Contractor Non-Collusion Affidavit
Procurement Affidavit Form 3	Certificate of Acceptance of Request for Proposal Requirements

5.2 PROCUREMENT AFFIDAVIT FORMS DESCRIPTION

The following paragraphs present an overview of each Procurement Affidavit Form required.

5.2.1 Certification Regarding Debarment

Proposer shall complete and submit Form 1, which certifies that neither it nor its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from doing business with any government agency.

5.2.2 Non-Collusion Affidavit

The Proposal shall include a copy of Proposal Form 2A, executed by an authorized officer of the corporation. Proposals developed by a joint venture shall be similarly executed by all joint venture participants. Additionally, all sub-contractors shall execute a copy of Proposal Form 2B which shall also be submitted with the proposal.

5.2.3 Certificate of Acceptance of Request for Proposal Requirements

Proposer shall complete and submit Form 3, which certifies that Proposer has read the solicitation including all addenda, exhibits, attachments and appendices.

5.2.4 Certification Regarding Debarment

The Offeror certifies that neither it or its subcontractors is presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from doing business with any government agency. Any such exclusion may cause prohibition of your firm from participating in any procurement by the Fulton County Government.

If the Offeror is unable to certify to any of the statements in this certification, such Offeror or subcontractor shall attach an explanation to this bid or proposal.

INSTRUCTIONS FOR CERTIFICATION

By signing and submitting this certification, the Offeror is providing the certification set out below:

1. The certification in this clause is a material representation of fact upon which reliance will be placed. If it is later determined that the prospective vendor knowingly rendered a false certification, the Purchasing Agent may pursue all available remedies, including suspension and/or debarment, for withdrawal of award or termination of a contract.
2. The prospective Offeror shall provide immediate written notice to the Purchasing Agent if at anytime the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. Offeror shall be under a continuing duty to immediately inform the Purchasing Agent in writing of any changes, if as a result of such changes, the Offeror certification regarding debarment is affected.

DEBARMENT ORDINANCE

The following Section 2-322 of Fulton County Code of Laws establishes the procedure for the debarment of contractors.

Authority to suspend.

After reasonable notice to the entity involved and reasonable opportunity for that entity to be heard, the Purchasing Agent, after consultation with user department, the County Manager and the County Attorney shall have the authority to suspend an entity for cause from consideration for award of county contracts. As used in this section, the term entity means any business entity, individual, firm, contractor, subcontractor or business corporation, partnership, limited liability corporation, firm, contractor, subcontractor or business structured; provided, further, that any such entity shall also be subject to suspension under this section if any of its constituents, members, subcontractors at any tier of such entity's and the entity, or any constituent or member, knew or should have known of the commission of the act. The suspension shall be for a period not to exceed three (3) years unless cause is based on a felony conviction for an offense related or associated with fraudulent contracting or misappropriation of funds wherein the suspension shall not exceed seven (7) years.

Causes for Suspension. The causes for suspension include:

1. Conviction for commission of a criminal offense as an incident to obtain or attempting to obtain a public or private contract or subcontract, or in performance of such contract or subcontract;
2. Conviction of state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property or other offense indicating a lack of business integrity or business honesty which currently, seriously and directly affects responsibility as a county contractor.

3. Conviction of state or federal anti-trust statues arising out of the solicitation and submission of bids and proposals;
4. Violation of contract provisions, as set forth below, of a character which is regarded by the Purchasing Agent to be so serious as to justify suspension action:

Failure to perform in accordance with the specifications within a time limit provided in a county contract;

A recent record of failure to perform or unsatisfactory performance in accordance with the terms of one or more contracts; provided, that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for suspension;

Material representation of the composition of the ownership or workforce or business entity certified to the county as a minority business enterprise; or

Falsification of any documents.

5. For violation of the ethical standards set forth in Fulton County Code Chapter 9, Code of Ethics.
6. Knowing misrepresentation to the county, of the use which a majority owned contractor intends to make a minority business enterprise (a business entity at least 51 percent of which is owned and controlled by minority persons, as defined in Fulton County Code Chapter 6, Article B, Minority Business Enterprise Affirmative Action Program and certified as such by the county), as a sub-contractor or a joint venture partner, in performing work under contract with the county.

Failure to fully and truthfully provide the information required, may result in the disqualification of your bid/proposal from consideration or termination of the Contract, once awarded. This document must be completed and included as a part of the bid/proposal package along with other required documents.

Under penalty of perjury, I declare that I have examined this certification and all attachments hereto, if applicable, to the best of my knowledge and belief, and all statements contained hereto are true, correct, and complete.

On this _____ day of _____, 2005

 (Legal Name of Offeror) (Date)

 (Signature of Authorized Representative) (Date)

 (Title)

5.2.5 Non-Collusion Affidavit of Bidder/Offeror

STATE OF GEORGIA

COUNTY OF FULTON

NON-COLLUSION AFFIDAVIT OF BIDDER/OFFEROR

I, _____ certify that pursuant to Fulton County Code Section 2-320 (11), this bid or proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same work, labor or service to be done or the supplies, materials or equipment to be furnished and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences and civil damages awards. I agree to abide by all conditions of this bid or proposal and certify that I am authorized to sign this bid or proposal for the bidder.

Affiant further states that pursuant to O.C.G.A. Section 36-91-21 (d) and (e), _____ has not, by itself or with others, directly or indirectly, prevented or attempted to prevent competition in such bidding or proposals by any means whatsoever. Affiant further states that (s)he has not prevented or endeavored to prevent anyone from making a bid or offer on the project by any means whatever, nor has Affiant caused or induced another to withdraw a bid or offer for the work.

Affiant further states that the said offer of _____ is bona fide, and that no one has gone to any supplier and attempted to get such person or company to furnish the materials to the bidder only, or if furnished to any other bidder, that the material shall be at a higher price.

(COMPANY NAME)

(PRESIDENT/VICE PRESIDENT)

Sworn to and subscribed before me this _____ day of _____, 200__.

(SECRETARY/ASSISTANT SECRETARY)

(Affix corporate seal here, if a corporation)

Notary Public: _____

County: _____

Commission Expires: _____

NOTE:

IF THE OFFEROR IS A PARTNERSHIP, ALL OF THE PARTNERS AND ANY OFFICER, AGENT, OR OTHER PERSON WHO MAY HAVE REPRESENTED OR ACTED FOR THEM IN BIDDING FOR OR PROCURING THE CONTRACT SHALL ALSO MAKE THIS OATH.

IF THE OFFEROR IS A CORPORATION, ALL OFFICERS, AGENTS, OR OTHER PERSONS WHO MAY HAVE ACTED FOR OR REPRESENTED THE CORPORATION IN BIDDING FOR OR PROCURING THE CONTRACT SHALL MAKE THE OATH.

STATE OF GEORGIA

COUNTY OF FULTON

NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR

I, _____ certify that pursuant to Fulton County Code Section 2-320 (11), this bid or proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same work, labor or service to be done or the supplies, materials or equipment to be furnished and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences and civil damages awards. I agree to abide by all conditions of this bid or proposal and certify that I am authorized to sign this bid or proposal for the bidder.

Affiant further states that pursuant to O.C.G.A. Section 36-91-21 (d) and (e), _____ has not, by itself or with others, directly or indirectly, prevented or attempted to prevent competition in such bidding or proposals by any means whatsoever. Affiant further states that (s)he has not prevented or endeavored to prevent anyone from making a bid or offer on the project by any means whatever, nor has Affiant caused or induced another to withdraw a bid or offer for the work.

Affiant further states that the said offer of _____ is bona fide, and that no one has gone to any supplier and attempted to get such person or company to furnish the materials to the bidder only, or if furnished to any other bidder, that the material shall be at a higher price.

(COMPANY NAME)

(PRESIDENT/VICE PRESIDENT)

Sworn to and subscribed before me this _____ day of _____, 200__.

(SECRETARY/ASSISTANT SECRETARY)

(Affix corporate seal here, if a corporation)

Notary Public: _____

County: _____

Commission Expires: _____

NOTE:

IF THE OFFEROR IS A PARTNERSHIP, ALL OF THE PARTNERS AND ANY OFFICER, AGENT, OR OTHER PERSON WHO MAY HAVE REPRESENTED OR ACTED FOR THEM IN BIDDING FOR OR PROCURING THE CONTRACT SHALL ALSO MAKE THIS OATH.

IF THE OFFEROR IS A CORPORATION, ALL OFFICERS, AGENTS, OR OTHER PERSONS WHO MAY HAVE ACTED FOR OR REPRESENTED THE CORPORATION IN BIDDING FOR OR PROCURING THE CONTRACT SHALL MAKE THE OATH.

5.2.6 Certificate of Acceptance of Request for Proposal Requirements

**CERTIFICATE OF ACCEPTANCE OF REQUEST
FOR PROPOSAL REQUIREMENTS**

This is to certify that on this day, Offeror acknowledges that he/she has read this solicitation document, pages # _____ to # _____ inclusive, including any addenda # _____ to # _____ exhibit(s) # _____ to # _____, attachment(s) # _____ to # _____, and/or appendices # _____ to # _____, in its entirety, and agrees that no pages or parts of the document have been omitted, that he/she understands, accepts and agrees to fully comply with the requirements therein, and that the undersigned is authorized by the Offeror to submit the proposal herein and to legally obligate the Offeror thereto.

Company: _____

Signature: _____

Name: _____

Title: _____ Date: _____

(Affix Corporate Seal)

Section 6: Contract Compliance Requirements

6.1 NON-DISCRIMINATION IN CONTRACTING AND PROCUREMENTS

It is the policy of Fulton County Government that discrimination against businesses by reason of the race, color, gender or national origin of the ownership of any such business is prohibited. Furthermore, it is the policy of the Board of Commissioners ("Board") that Fulton County and all vendors and contractors doing business with Fulton County shall provide to all businesses the opportunity to participate in contracting and procurement paid, in whole or in part, with monetary appropriations of the Board. Similarly, it is the policy of the Board that the contracting and procurement practices of Fulton County should not implicate Fulton County as either an active or passive participant in the discriminatory practices engaged in by private contractors or vendors seeking to obtain contracts with Fulton County.

Equal Business Opportunity Plan (EBO Plan): In addition to the proposal submission requirements, each vendor **must** submit an Equal Business Opportunity Plan (EBO Plan) with their bid/proposal. The EBO Plan is designed to enhance the utilization of a particular racial, gender or ethnic group by a bidder/proposer, contractor, or vendor or by Fulton County. The respondent **must** outline a plan of action to encourage and achieve diversity and equality in the available procurement and contracting opportunities with *this solicitation*.

The EBO Plan **must** identify and include:

1. Potential opportunities within the scope of work of *this solicitation* that will allow for participation of racial, gender or ethnic groups.
2. Efforts that will be made by the bidder/proposer to encourage and solicit minority and female business utilization in *this solicitation*.

Fulton County encourages joint ventures, teaming, partnering and mentor-protégé relationships with minority and female businesses in an effort to achieve contracting and procurement diversity.

Prompt Payment: The prime contractor **must** certify in writing and **must** document on the Exhibit G Form (Prime Contractor/Subcontractor Utilization Report) that all subcontractors, sub-consultants and suppliers have been promptly paid for work and materials, (less any retainage by the prime contractor prior to receipt of any further progress payments). In the event the prime contractor is unable to pay subcontractors, sub-consultants or suppliers until it has received a progress payment from Fulton County, the prime contractor shall pay all subcontractors, sub-consultants or suppliers funds due from said progress payment within forty-eight (48) hours of receipt of payment from Fulton County. In no event shall a subcontractor, sub-consultant or supplier be paid later than fifteen (15) days as provided for by state law.

6.2 REQUIRED FORMS AND EBO PLAN

In order to be compliant with the intent and provisions of the Fulton County Non-Discrimination in Purchasing and Contracting Ordinance (99-0960), bidders/proposers **must** submit the following completed documents. Failure to provide this information **shall** result in the proposal being deemed non-responsive.

6.2.1 Exhibit A – Promise of Non-Discrimination

6.2.2 Exhibit B – Employment Report

6.2.3 Exhibit C – Schedule of Intended Subcontractor Utilization

6.2.4 Exhibit D – Letter of Intent to Perform as a Subcontractor or Provide Materials or Services

6.2.5 Exhibit E – Declaration Regarding Subcontractors Practices

6.2.6 Exhibit F – Joint Venture Disclosure Affidavit

6.2.7 Equal Business Opportunity Plan (EBO Plan) – This document is not a form. It is a statement created by the bidder/proposer on its company letter head addressing the EBO Plan requirements.

All Contract Compliance documents (Exhibits A – F and EBO Plan) are to be placed in a **separate sealed envelope** clearly marked “Contract Compliance”. The EBO Plan must be submitted on company letterhead. These documents are considered part of and should be submitted with the Technical Proposal.

The following document must be completed as instructed if awarded the project:

Exhibit G – Prime Contractor’s Subcontractor Utilization Report

EXHIBIT A – PROMISE OF NON-DISCRIMINATION

“Know all persons by these presents, that I/We (_____),

Name

_____ Title

_____ Firm Name

Hereinafter “Company”, in consideration of the privilege to bid on or obtain contracts funded, in whole or in part, by Fulton County, hereby consent, covenant and agree as follows:

- No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin or gender in connection with any bid submitted to Fulton County for the performance of any resulting there from,
- That it is and shall be the policy of this Company to provide equal opportunity to all businesses seeking to contract or otherwise interested in contracting with this Company without regard to the race, color, gender or national origin of the ownership of this business,
- That the promises of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption,
- That the promise of non-discrimination as made and set forth herein shall be made a part of, and incorporated by reference into, any contract or portion thereof which this Company may hereafter obtain,
- That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth herein shall constitute a material breach of contract entitling the Board to declare the contract in default and to exercise any and all applicable rights and remedies, including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract; and
- That the bidder shall provide such information as may be required by the Director of Contract Compliance pursuant to Section 4.4 of the Fulton County Non-Discrimination in Purchasing and Contracting Ordinance.

SIGNATURE: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

EXHIBIT B – EMPLOYMENT REPORT

The demographic employment make-up for the bidder/proposer **must** be identified and submitted with this bid/proposal. In addition, if subcontractors will be utilized by the bidder/proposer to complete this project, then the demographic employment make-up of the subcontractor(s) must be identified and submitted with this bid.

EMPLOYEES											
------------------	--	--	--	--	--	--	--	--	--	--	--

CATEGORY	NATIVE AMERICAN		AFRICAN AMERICAN		ASIAN AMERICAN		HISPANIC AMERICAN		CAUCASIAN AMERICAN		OTHER	
	M	F	M	F	M	F	M	F	M	F	M	F
Male/Female												
Mgmt/Official												
Professional												
Supervisors												
Office/Clerical												
Craftsmen												
Laborers												
Other (specify)												
TOTALS												

FIRM'S NAME: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

This completed form is for (Check one) _____ Bidder/Proposer _____ Subcontractor

Submitted by: _____ **Date Completed:** _____

EXHIBIT C - SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION

If the bidder/proposer intends to subcontract any portion of this scope of work/service(s), this form **must be** completed and **submitted with the bid/proposal**. All prime bidders/proposers **must** include Letter(s) of Intent (Exhibit D) in the bid document for all subcontractors who will be utilized under the scope of work/services.

Prime Bidder/Proposer: _____

ITB/RFP Number: _____

Project Name or Description of Work/Service(s): _____

1. My firm, as Prime Bidder/Proposer on this scope of work/service(s) is _____ is not _____ a minority or female owned and controlled business enterprise. (Please indicate below the portion of work, including, percentage of bid/proposal amount that your firm will carry out directly):

2. If the Prime Bidder/Proposer is a Joint Venture, please complete Exhibit F: Joint Venture Disclosure Affidavit and attach a copy of the executed Joint Venture Agreement.

3. Sub-Contractors (including suppliers) to be utilized in the performance of this scope of work/service(s), if awarded, are:

SUBCONTRACTOR NAME: _____

ADDRESS: _____

PHONE: _____

CONTACT PERSON: _____

ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____

WORK TO BE PERFORMED: _____

DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

***Ethnic Groups: African American (AABE); Asian American (ABE); Hispanic American (HBE); Native American (NABE); White Female American (WFBE); **If yes, please attach copy of recent certification.**

SUBCONTRATOR NAME: _____
ADDRESS: _____

PHONE: _____
CONTACT PERSON: _____
ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
WORK TO BE PERFORMED: _____

DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

SUBCONTRATOR NAME: _____
ADDRESS: _____

PHONE: _____
CONTACT PERSON: _____
ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
WORK TO BE PERFORMED: _____

DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

SUBCONTRATOR NAME: _____
ADDRESS: _____

PHONE: _____
CONTACT PERSON: _____
ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
WORK TO BE PERFORMED: _____

DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

SUBCONTRATOR NAME: _____
ADDRESS: _____

PHONE: _____
CONTACT PERSON: _____
ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
WORK TO BE PERFORMED: _____

DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

***Ethnic Groups: African American (AABE); Asian American (ABE); Hispanic American (HBE); Native American (NABE); White Female American (WFBE); **If yes, please attach copy of recent certification.**

Total Dollar Value of Subcontractor Agreements: (\$)

Total Percentage Value: (%)

CERTIFICATION: The undersigned certifies that he/she has read, understands and agrees to be bound by the Bid/Proposer provisions, including the accompanying Exhibits and other terms and conditions regarding sub-contractor utilization. The undersigned further certifies that he/she is legally authorized by the Bidder/Proposer to make the statement and representation in this Exhibit and that said statements and representations are true and correct to the best of his/her knowledge and belief. The undersigned understands and agrees that if any of the statements and representations are made by the Bidder/Proposer knowing them to be false, or if there is a failure of the intentions, objectives and commitments set forth herein without prior approval of the County, then in any such event the Contractor's acts or failure to act, as the case may be, shall constitute a material breach of the contract, entitling the County to terminate the Contract for default. The right to so terminate shall be in addition to, and in lieu of, any other rights and remedies the County may have for other defaults under the contract.

Signature: _____ **Title:** _____

Firm or Corporate Name: _____

Address: _____

Telephone: () _____

Fax Number: () _____

Email Address: _____

EXHIBIT D

**LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR
OR
PROVIDE MATERIALS OR SERVICES**

This form **must** be completed by **ALL** known subcontractor and submitted with the bid/proposal. The Prime Contractor **must** submit Letters of Intent for **ALL** known subcontractors at time of bid submission.

To: _____
(Name of Prime Contractor Firm)

From: _____
(Name of Subcontractor Firm)

ITB/RFP Number: _____

Project Name: _____

The undersigned is prepared to perform the following described work or provide materials or services in connection with the above project (specify in detail particular work items, materials, or services to be performed or provided):

Description of Work	Project Commence Date	Project Completion Date	Estimated Dollar Amount

(Prime Bidder)

(Subcontractor)

Signature _____

Signature _____

Title _____

Title _____

Date _____

Date _____

EXHIBIT E - DECLARATION REGARDING SUBCONTRACTING PRACTICES

If the bidder/proposer **does not intend to subcontract** any portion of the scope of work services(s), this form **must be** completed and submitted with the bid/proposal.

_____ hereby declares that it is my/our intent to
(Bidder)

perform 100% of the work required for _____
(ITB/RFP Number)

(Description of Work)

In making this declaration, the bidder/proposer states the following:

1. That the bidder/proposer does not customarily subcontract elements of this type project, and normally performs and has the capability to perform and will perform **all elements** of the work on this project with his/her own current work forces;
2. If it should become necessary to subcontract some portion of the work at a later date, the bidder/proposer will comply with all requirements of the County's Non-Discrimination Ordinance in providing equal opportunities to all firms to subcontract the work. The determination to subcontract some portion of the work at a later date shall be made in good faith and the County reserves the right to require additional information to substantiate a decision made by the bidder/proposer to subcontract work following the award of the contract. Nothing contained in this provision shall be employed to circumvent the spirit and intent of the County's Non-Discrimination Ordinances;
3. The bidder will provide, upon request, information sufficient for the County to verify Item Number one.

AUTHORIZED COMPANY REPRESENTATIVE

Name: _____ **Title:** _____ **Date:** _____

Signature: _____

Firm: _____

Address: _____

Phone Number: _____

Fax Number: _____

Email Address: _____

EXHIBIT F - JOINT VENTURE DISCLOSURE AFFIDAVIT

ITB/RFP No. _____

Project Name _____

This form must be completed and submitted with the bid/proposal if a joint venture approach is to be undertaken.

In order to evaluate the extent of small, minority and female business involvement being proposed by a Bidder/Proposer, certain relevant information must be provided prior to contract award. The information requested below is to clearly identify and explain the extent of small business participation in the proposed joint venture. All items must be properly addressed before the business entity can be evaluated.

1. Firms:

1) **Name of Business:** _____
Street Address: _____
Telephone No.: _____
Nature of Business: _____

2) **Name of Business:** _____
Street Address: _____
Telephone No.: _____
Nature of Business: _____

3) **Name of Business:** _____
Street Address: _____
Telephone No.: _____
Nature of Business: _____

NAME OF JOINT VENTURE (If applicable): _____

ADDRESS: _____

PRINCIPAL OFFICE: _____

OFFICE PHONE: _____

1. Describe the capital contributions by each joint venturer and accounting thereof.
2. Describe the financial controls of the joint venture, e.g., will a separate cost center be established? Which venturer will be responsible for keeping the books? How will the expense therefore be reimbursed? What is the authority of each joint venture to commit or obligate the order?
3. Describe any ownership, options for ownership, or loans between the joint ventures. Identify terms thereof.
4. Describe the estimated contract cash flow for each joint venturer.
5. To what extent and by whom will the on-site work be supervised?
6. To what extent and by whom will the administrative office be supervised?
7. Which joint venturer will be responsible for material purchases including the estimated cost thereof? How will the purchase be financed?
8. Which joint venturer will provide equipment? What is the estimated cost thereof? How will the equipment be financed?
9. Describe the experience and business qualifications of each joint venturer.
10. Submit a copy of all joint venture agreements and evidence of authority to do business in the State of Georgia as well as locally, to include all necessary business licenses.
11. Percent of Minority/Female Business Enterprises ownership by each joint venture in terms of profit and loss sharing: _____

12. The authority of each joint venturer to commit or obligate the other: _____

13. Number of personnel to be involved in project, their crafts and positions and whether they are employees of the Minority/Female Business Enterprises enterprise, the majority firm or the joint venture: _____

14. Identification of control and participation in venture; list those individuals who are responsible for day-to-day management and policy decision-maker, including, but not limited to, those with prime responsibility for areas designated below; (use additional sheets if necessary)

Name	Race	Sex	Financial	Supervision Field
------	------	-----	-----------	-------------------

			Decisions	Operation

In connection with any work that these firms, as a joint venture, might be authorized to perform in connection with above captioned contract, we each do hereby authorize representatives of the Fulton County Department of Contract Compliance, Departments of Purchasing and Finance, under the direction of the County Manger's Office, to examine, from time to time, the books, records and files to the extent that such relate to this County project.

WE DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING DOCUMENT ARE TRUE AND CORRECT, AND THAT WE ARE AUTHORIZED, ON BEHALF OF THE ABOVE FIRMS, TO MAKE THIS AFFIDAVIT AND GRANT THE ABOVE PRIVILEGE.

FOR _____
(Company)

Date: _____

(Signature of Affiant)

(Printed Name)

(Company)

Date: _____

(Signature of Affiant)

(Printed Name)

State of _____:

County of _____:

On this ___ day of _____, 20 _____, before me, appeared

_____, the undersigned known to me to be the person

described in the foregoing Affidavit and acknowledge that he (she) executed the same in

the capacity therein stated and for the purpose therein contained.

This report **must** be submitted by the **tenth day** of each month, along with a copy of your monthly invoice (schedule of values/payment application) to Contract Compliance. Failure to comply **shall** result in the County commencing proceedings to impose sanctions to the prime contractor, in addition to pursuing any other available legal remedy. Sanctions may include the suspending of any payment or part thereof, termination or cancellation of the contract, and the denial of participation in any future contracts awarded by Fulton County.

REPORTING PERIOD		PROJECT NAME:	
FROM:		PROJECT NUMBER:	
TO:		PROJECT LOCATION:	

PRIME CONTRACTOR		Contract Award Date	Contract Award Amount	Change Order Amount	Co P
Name:					
Address:					
Telephone #:					

AMOUNT OF REQUISITION THIS PERIOD: \$ _____
TOTAL AMOUNT REQUISITION TO DATE: \$ _____

SUBCONTRACTOR UTILIZATION (add additional rows as necessary)

Name of Sub-Contractor	Description of Work	Contract Amount	Amount Paid To Date	Amount Requisition This Period	St
TOTALS					

Executed By:

(Signature)

(Printed Name)

Notary: _____

Date:

My Commission Expires: _____

Should you have questions regarding any of the documents contained in Section 6, please feel free to contact the Office of Contract Compliance at (404) 763-6300, for further assistance.

Section 7: Insurance and Risk Management Provisions

Insurance and Risk Management Provisions

It is Fulton County Government's practice to obtain Certificates of Insurance from our Contractors and Vendors. Insurance must be written by a licensed agent in a company licensed to write insurance in the State of Georgia. Respondents shall submit with the bid/proposal evidence of insurability satisfactory to Fulton County Government as to form and content. Either of the following forms of evidence is acceptable:

- A letter from an insurance carrier stating that upon your firm/company being the successful Bidder/Respondent that a Certificate of Insurance shall be issued in compliance with the Insurance and Risk Management Provisions outlined below.
- A Certificate of Insurance complying with the Insurance and Risk Management Provisions outlined below (Request for Bid/Proposal number and Project Description must appear on the Certificate of Insurance).

Upon award, the Contractor/Vendor must maintain at their expense, insurance with policy limits equal to or greater than the limits described below. Any and all Insurance Coverage(s) and Bonds required under the terms and conditions of the contract shall be maintained during the entire length of the contract, including any extensions or renewals thereto, and until all work has been completed to the satisfaction of Fulton County Government.

Accordingly the Respondent shall provide a certificate evidencing the following:

1. **WORKERS COMPENSATION – STATUTORY (In compliance with the Georgia Workers Compensation Acts and any other State or Federal Acts or Provisions in which jurisdiction may be granted)**

EMPLOYER'S LIABILITY	BY ACCIDENT - EACH ACCIDENT	-	\$500,000.
INSURANCE	BY DISEASE - POLICY LIMIT	-	\$500,000.
(Aggregate)	BY DISEASE - EACH EMPLOYEE	-	\$500,000.

2. **COMMERCIAL GENERAL LIABILITY INSURANCE (Including contractual Liability Insurance)**

Bodily Injury and Property Damage Liability	Each Occurrence	-	\$1,000,000
(Other than Products/Completed Operations)	General Aggregate	-	\$2,000,000
Products\Completed Operation	Aggregate Limit	-	\$1,000,000
Personal and Advertising Injury	Limits	-	\$1,000,000
Fire Damage	Limits	-	\$100,000

-
3. **BUSINESS AUTOMOBILE LIABILITY INSURANCE**
Combined Single Limits Each Occurrence - \$1,000,000
(Including operation of non-owned, owned, and hired automobiles).

 4. **ELECTRONIC DATA PROCESSING LIABILITY**
(Required if computer contractor) Limits - \$1,000,000

 5. **UMBRELLA LIABILITY**
(In excess of above noted coverage's) Each Occurrence - \$2,000,000

 6. **PROFESSIONAL LIABILITY** Each Occurrence - \$1,000,000
(Required if respondent providing quotation for professional services).

 7. **FIDELITY BOND**
(Employee Dishonesty) Each Occurrence - \$ 100,000

Certificates shall state that the policy or policies shall not expire, be cancelled or altered without at least thirty (30) days prior written notice to Fulton County Government. Policies and Certificates of Insurance are to list Fulton County Government as an Additional Insured (except for Workers' Compensation) and shall conform to all terms and conditions (including coverage of the indemnification and hold harmless agreement) contained in the Insurance and Risk Management Provisions.

If Fulton County Government shall so request, the Offeror, Contractor or Vendor will furnish the County for its inspection and approval such policies of insurance with all endorsements, or confirmed specimens thereof certified by the insurance company to be true and correct copies.

Such certificates and notices shall be sent to:

Fulton County Government – Purchasing Department
130 Peachtree Street, S.W.
Suite 1168
Atlanta, Georgia 30303-3459

The Contractor/Vendor shall insure that the Request for Bid/Proposal number and Project Description appears on the Certificate of Insurance.

It is understood that **Insurance in no way Limits the Liability of the Contractor/Vendor.**

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

Contractor/Vendor hereby agrees to release, indemnify, defend and hold harmless the County, it's Commissioners, officers, employees, subcontractors, successors, assigns and agents, from and against any and all losses (including death), claims, damages, liabilities, costs and expenses (including but not limited to all actions, proceedings, or investigations in respect thereof and any costs of judgments,

settlements, court costs, attorney's fees or expenses, regardless of the outcome of any such action, proceeding, or investigation), caused by, relating to, based upon or arising out of any act or omission by contractor, it's directors, officers, employees, subcontractors, successors, assigns or agents, or otherwise in connection with it's acceptance, or the performance, or nonperformance, of it's obligations under this agreements.

THE OFFEROR ACKNOWLEDGES HAVING READ, UNDERSTANDING, AND AGREES TO COMPLY WITH THE ABOVE STATEMENTS, AND IS AUTHORIZED TO SIGN CONTRACTS ON BEHALF OF THE RESPONDING COMPANY.

COMPANY: _____ SIGNATURE: _____

NAME: _____ TITLE: _____ DATE: _____

Section 8: Sample Contract

(SAMPLE) CONTRACT BETWEEN FULTON COUNTY AND _____

THIS Contract, entered into this ___ day of _____ 2005, by and between **FULTON COUNTY** (hereinafter referred to as "County"), a political subdivision of the State of Georgia, acting by and through its duly elected Board of Commissioners, and _____ (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, the County, through its Finance Department, identified the need for Employee Health Care Plan;

WHEREAS, the County by and through its Finance Department, has determined that this need can best be met by retaining Employee Health Care Plan;

WHEREAS, the County requested a formal Request for Proposal for Employee Health Care Plan;

WHEREAS, the County and Contractor desire to enter into a contract for provision of such services, the scope of services, which is more specifically defined in paragraph III of the Contract;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the parties hereunto agree as follows:

ARTICLE I - ASSIGNMENT OF CONTRACT

Paragraph 1.0 This Contract shall inure to the benefit of the parties hereto and be binding to the extent allowable by law on the parties hereto, their heirs, successors, administrators, executors and assigns. Contractor shall not sell or in any way assign any duties, payments, rights, privileges, detriments, or benefits provided for in this Contract to any entity or person without the prior express written consent of the County. Such consent shall not be unreasonably withheld. Any attempted assignment or subcontracting by Contractor without the prior expressed written consent of Fulton County shall at Fulton County's sole option terminate this Contract without any notice to Contractor of such termination.

ARTICLE II - TERM

Paragraph 2.0 The term of this Contract shall commence on date of award until December 31, 2005 without further obligation of the County. The County reserves the right to renew this contract for three (3) additional twelve month renewal periods

ARTICLE III - SCOPE OF WORK

Paragraph 3.0 The County retains Contractor and Contractor accepts retention by the County to render **Employee Health Care Plan**, as specified by Fulton County Request For Proposal (RFP) #_____, Contractor's bid and any and all clarifications or amendments thereto, all of which are incorporated herein, made part of this Contract, and referred to collectively as the "Contract Documents". Contractor shall perform all such services, including any and all agreed upon in written amendments, in the manner and to the extent agreed to by the parties herein. RFP #_____ is hereby attached and incorporated herein as Attachment A. Contractor's Proposal is hereby attached and incorporated herein as Attachment B. Contractor is to furnish all labor, equipment, transportation,

material, insurance, and other requirements necessary to provide **Employee Health Care Plan** in Fulton County as specified in Attachment A. Fulton County reserves the right to add and/or delete facilities pursuant to a formal change order as required by Policy & Procedure 800-6 during the term of the Contract based upon addition/deletion requirements at any location as required by Fulton County.

Paragraph 3.1 Contractor shall commence providing **Employee Health Care Plan** as stated in the Request For Proposal (RFP # _____) and Contractor's own response to that Proposal (Attachments A & B respectively). In the event there is a conflict between the scope of work described in the Request For Proposal and the Contractor's own Proposal, the description in the Request For Proposal takes precedence. In the event that specifications in either the Request For Proposal or the Contractor's own proposal lack detailed descriptions concerning performance, the best commercial practices in the industry shall be used and only materials of the correct type, size and design are to be used. All workmanship and quality of materials shall be first quality as determined by the sole discretion of the County. Any equipment or supplies determined by the County to be improper or insufficient to the task to be performed shall be replaced immediately with County approved equipment/supplies. This will be done at no additional cost to the County.

Paragraph 3.2 Any additional services that are to be performed by Contractor and not included in the RFP must be approved by the County in advance pursuant to change order policy and procedure 800-6 of Contractor providing services and billed at the unit rate stated in the RFP response.

Paragraph 3.3 The silence of this Contract, or any of the documents incorporated into it by reference with regard to items or services typically a part of the contracted service, shall not relieve Contractor of the obligation to perform.

ARTICLE IV - AUDIT

Paragraph 4.0 The County shall have the right to review Contractor's records and documents, upon reasonable notice, to determine if number of hours worked and labor charges are consistent with Contract requirements. Contractor shall permit the County's Internal Audit Department to inspect and audit all files of Contractor relevant to its performance under this Contract for thirty-six (36) months after final payment. The Contractor file shall be retained by Contractor during the term of the Contract and for thirty-six (36) months after final payment for the purpose of such audit and inspection.

Paragraph 4.1 The County's authorized representative shall have the right to supervise the Employee Health Care Plan performed by the Contractor, with regard to the frequency and adequacy of services provided. For this purpose, the respective appointed supervisor(s) will be the County's authorized representative.

Paragraph 4.2 Contractor agrees to include audit requirements specified in Section 4.0 above in any and all contracts with subcontractors, consultants, or agents whose services will be charged directly or indirectly to the County under the Contract herein.

ARTICLE V - COMPENSATION FOR SCOPE OF WORK

Paragraph 5.0 The services described under "Scope of Work" herein shall be performed by Contractor for a total sum not to exceed \$ _____.

Paragraph 5.1 Any additional services requested by the County shall be performed by the Contractor and a detailed invoice submitted which references the written agreement, which must be approved by the County pursuant to change order policy 800-6 before the work is started.

Paragraph 5.2 Contractor shall submit monthly invoices for work performed during the previous calendar month to the Director of Finance or his appointed representative. No job, task, or duty may be

submitted to Fulton County for payment unless the work has been completed. Any invoice which attempts to change the terms of this Contract is null and void and Contractor shall be required to provide a proper invoice to Fulton County prior to payment.

Paragraph 5.3 Fulton County shall make payments to Contractor by U.S. mail approximately thirty (30) days after receipt of a proper invoice by the Fulton County General Services Department. Parties hereto expressly agree that the above contract term shall supersede the rates of interest, payment periods, and contract and subcontract terms provided for under the Georgia Prompt Pay Act, O.C.G.A. 13-11-1 et seq., pursuant to 13-11-7(b), and the rates of interest, payment periods, and contract and subcontract terms provided for under the Prompt Pay Act shall have no application to this Contract; parties further agree that Fulton County shall not be liable for any interest or penalty arising from late payments.

ARTICLE VI - RESPONSIBILITY FOR CLAIMS AND LIABILITY

Paragraph 6.0 **CONTRACTOR** shall indemnify and hold harmless the **COUNTY** and its agents, employees, successors, and assigns from and against all loss, cost, damage, claim, suit and judgment, including attorney's fees, arising out of or resulting from the negligent, intentional or willful performance or non-performance of the work. **CONTRACTOR'S** duty to indemnify applies in connection with, but is not limited to, injury to death of any person or persons, loss of or damage to property caused by or in any way connected with **CONTRACTOR'S** negligent, intentional or willful performance or non-performance of the work, whether such injury, death, loss or damage results from any cause whatsoever. The **CONTRACTOR'S** duty to indemnify shall extend to all claims, damages, losses or expenses caused in whole or in part by any act or omission of the **CONTRACTOR**, any Subcontractor, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. **CONTRACTOR** shall not hold harmless or indemnify the **COUNTY** for the sole acts or omissions of its employees or agents. **CONTRACTOR'S** obligation to protect, defend, indemnify, and hold harmless, as set forth hereinabove, shall also include but is not limited to any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or any actual or alleged unfair competition disparagement of produce or service, or other business tort of any type whatsoever, or any actual or alleged violation of trade regulations. **CONTRACTOR** further agrees to protect, defend, indemnify and hold harmless the **COUNTY** and its officers, agents and employees from and against any and all claims or liability for compensation under the Worker's Compensation Act arising out of injuries sustained by any employees of **CONTRACTOR**. These indemnities shall not be limited by reason of the listing of any insurance coverage.

ARTICLE VII – TERMINATION FOR CAUSE

Paragraph 7.0 If through any cause, Contractor shall fail to perform the Employee Health Care Plan as specified in herein, including the Proposal Documents in a satisfactory, timely and proper manner or in the event that any of the provisions or stipulations of this Contract are violated by Contractor, the County shall thereupon have the right to immediately terminate this Contract by serving written notice to Contractor of its intent to terminate the Contract. If the Contract is terminated by the County, Contractor will be compensated for the work satisfactorily performed up to the termination date.

ARTICLE VIII – TERMINATION FOR CONVENIENCE

Paragraph 8.0 In the event that the County determines that it is no longer in its best interest to provide these services through the use of an independent contractor, the County may terminate this Contract, without any liability whatsoever upon the County, by giving (10) days notice in writing (by hand

delivery or posting in the U.S. Mail) to Contractor, stating the reasons for such termination. If the Contract is terminated by the County, Contractor will be compensated for the work satisfactorily performed up to the termination date.

Paragraph 8.1 Upon termination of the Contract, the Contractor shall immediately turn over to the County all information, reports, data, equipment, etc, in its possession, respective of whether such information, report data, equipment is in a completed form.

ARTICLE VIX - SUSPENSION OF WORK

Paragraph 9.0 COUNTY may order CONTRACTOR in writing to suspend, delay or interrupt all or any part of the work for such period of time as it may determine appropriate for the convenience of COUNTY. The time for completion of the work shall be extended by the number of days the work is suspended. COUNTY shall not be responsible for any claims, damages or cost stemming from any delay of the project.

ARTICLE X - INDEPENDENT CONTRACTOR

Paragraph 10.0 Nothing contained herein shall be deemed to create any relationship other than that of an independent contractor between the County and Contractor. Under no circumstances shall Contractor, its subcontractors, directors, officers, employees, agents, partners, successors or assigns be deemed employees, agents, partners, successors, assigns or legal representatives of the County. Contractor acknowledges that its subcontractors, directors, officers, employees, agents and assigns shall have no right of redress pursuant to the personnel rules and regulations of Fulton County.

ARTICLE XI - PROVIDE COUNTY INSURANCE REQUIREMENTS

Paragraph 11.0 All insurance shall be provided to and accepted by the County in accordance with the requirements stated in the specifications of the Proposal Documents.

Paragraph 11.1 Contractor acknowledges that insurance meets all requirements under state law including solvency of surety and status of Georgia surety.

Paragraph 11.2 It shall be the Contractor's responsibility to monitor the status of the insurance company to be certain that the policies continue to be current and valid during the entire term of the contract. If a policy becomes invalid for any reason, the Contractor must provide the County with a current, valid policy within ten (10) days.

ARTICLE XII - VARIATIONS OR MODIFICATIONS TO CONTRACT

Paragraph 12.0 This Contract and the incorporated documents constitutes the entire agreement between the County and Contractor and there are no further written or oral agreements with respect thereto. No variation or modification of this Contract, and no waiver of this provision, shall be valid unless in writing, comply with change order procedure 800-6 and approved by the Board of Commissioners.

ARTICLE XIII - NON-DISCRIMINATION

Paragraph 13.0 Contractor agrees to comply with federal and state laws, rules and regulations and the County's policy relative to non-discrimination in employment practices and to non-discrimination in client and client services practices regarding political affiliation, religion, race, color, sex, disability, age or national origin.

ARTICLE XIV - SEVERABILITY OF TERMS

Paragraph 14.0 If any part or provision of this Contract is held invalid, the remainder of this Contract shall not be affected thereby and shall continue in full force and effect.

ARTICLE XV - CAPTIONS

Paragraph 15.0 The captions are inserted herein only as a matter of convenience and for reference and in no way define limits or describe the scope of this Contract or the intent of the provision thereof.

ARTICLE XVI - NOTICES

Paragraph 16.0 Any and all notices referred under this Contract shall be sent, via certified mail, to the following individual on behalf of Fulton County:

Finance Department
Attn: Gail Molock
141 Pryor St., S.W.
Atlanta, GA 30303

With copies to the Director of Finance and the County Attorney.

Furthermore, any and all notices required under this Contract shall be sent via certified mail, to the following individual on behalf of the Contractor.

Contractor's Name	Contractor's
Owner	Address
Contractor's Company Name	

ARTICLE XVII - WAIVER OF BREACH

Paragraph 17.0 The waiver by either party of a breach or violation of any provision of this Contract, shall not operate or be construed to be, a waiver of any subsequent breach or violation of the same or other provision thereof.

ARTICLE XVIII - COOPERATION WITH OTHER CONTRACTORS

Paragraph 18.0 **CONTRACTOR** will undertake the Scope of Services in cooperation with and in coordination with other studies, projects or related work performed for, with or by **COUNTY** employees, appointed with other contractors, **CONTRACTOR** shall fully cooperate with such other related consultants and **COUNTY** employees or appointed committees. **CONTRACTOR** shall provide within his schedule or work, time and effort to coordinate with other contractors under contract with **COUNTY**. **CONTRACTOR** shall not commit or permit any act, which will interfere with the performance of work by any other contractors or by **COUNTY** employees.

ARTICLE XIX - FORCE MAJEURE

Paragraph 19.0 Neither the County nor the Contractor shall be deemed in violation of this Contract if either is prevented from performing its obligations hereunder for any reason beyond its

control, including but not limited to, acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, or catastrophic failure of public transportation, provided however, that nothing herein shall relieve or be construed to relieve the Contractor from performing its obligations hereunder in the event of riots, rebellions, or legal strikes.

ARTICLE XX - PERSONNEL AND EQUIPMENT

Paragraph 20.0 CONTRACTOR shall identify in writing a project manager who shall have sole authority to represent **CONTRACTOR** on all manners pertaining to this Contract. **CONTRACTOR** represents that it has secured or will secure, at its own expense, all equipment and personnel necessary to complete Contractor's Services under the Contract, none of whom shall be employees of or have any contractual relationship with **COUNTY**. All of the services required hereunder will be performed by **CONTRACTOR** under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under law to perform such services.

ARTICLE XXI - GOVERNING LAW

Paragraph 21.0 This Contract shall be governed in all respects as to validity, construction, capacity, performance or otherwise by the laws of the State of Georgia.

In witness whereof, the parties have executed this amendment.

For Contractor's Company Name

Contractor's Name
Owner

(seal)

Approved as to Form:

Attest:

Office of the County Attorney

Mark Massey

Clerk to the Commission

(seal)

Approved as to Content:

For Fulton County

(Director)
Finance Department

Karen Handel, Chair
Board of Commissioners

Section 9: Exhibits

- **Exhibit A – Current Plan Designs**
- **Exhibit B – Financial Exhibits**
- **Exhibit C – Network Access**
- **Exhibit D – Questionnaire**
- **Exhibit E – Administrative Procedures**

EXHIBIT A. CURRENT PLAN DESIGNS & EXPERIENCE

ELIGIBILITY REQUIREMENTS

Fulton County allows participation in its health plans based on the following eligibility requirements. You are eligible to receive medical and dental benefits if you are an **active** employee who is:

- A full-time (FT) permanent employee,
- A department head,
- An elected official,
- A permanent part-time (PT) employee who works at least one-half of a scheduled work week and is employed in a position that would be required indefinitely and is continuous all year long,
- A full-time (FT) employee of any agency as approved by the Fulton County Board of Commissioners, and
- A full-time (FT) work test employee.

Or, if you are a **retired** employee who is:

- A former retired from Fulton County and you commence to receive a benefit other than a “vested pension benefit” from the Fulton County Retirement Systems (FCERS), General Employees, Public Safety or Judges and Solicitors, or
- A former employee of any entity of Fulton County that was covered under the plan at retirement and you immediately elected to continue under this plan as a retired employee, or
- A former employee retired from Fulton County and you meet any of the following requirements:
 - Age 65 and 10 years of creditable service
 - Age 60 and 15 years of creditable service
- Participates in the Defined Benefit plan and has a combined age and years of creditable service that equals at least 79 with at least 10 years of Fulton County Service, or
- Participates in the Defined Contribution plan and has a combined age and years of creditable service that equals at least 80 with at least 10 years of Fulton County Service, or
- In the case of an elected official or department head who resigns, fails to be re-elected or to run for re-election or whose office is abolished, 10 years of creditable service and age 55,
- Total and permanent disability (as defined in the Fulton County Defined Contribution and Defined Benefit plans) and 10 years of creditable service, or
- In the case of peace officers only, total and permanent disability due to an injury sustained in the line of duty.

CURRENT HMO PLAN

Fulton County offers **all** active and retired employees the following HMO benefits. Prescription drug benefits are carved out and will be discussed in a separate program specifications section. For additional detail, please see detailed plan designs in Appendix C*.

Annual Deductible (individual/family)	N/A
Office Visit Copay	\$20 PCP/\$20 Specialist
Inpatient Hospitalization	\$50 copayment, then 100%
Outpatient Hospitalization	\$50 copayment, then 100%
Emergency Room Copay	\$50, waived if admitted
Lifetime Maximum	Unlimited

CURRENT MEDICARE HEALTH INSURANCE PLAN

Fulton County offers retirees **age 65 and older**, who are enrolled in Medicare, a Medicare Health Insurance Indemnity Plan with the following supplemental benefits. Prescription drug benefits are carved out and will be discussed in a separate program specifications section. For additional detail, please see detailed plan designs in Appendix C*.

Annual Deductible (individual/family)	\$100/\$200
Inpatient Hospitalization	100%
Outpatient Hospitalization	100%
Emergency Room Copay	100%
Lifetime Maximum	\$1,000,000

* The SPD included in Appendix C does not reflect increases and introductions of copayments for the 2005 plan year.

CURRENT PPO PLAN

Fulton County offers all active employees and retired employees **under the age of 65**, the following PPO benefits. Prescription drug benefits are carved out and will be discussed in a separate program specifications section. For additional detail, please see detailed plan designs in Appendix C*.

	In-Network	Out-of-Network
Annual Deductible (individual/family)	\$200/\$400	
Out-of-Pocket Maximum (individual/family)	\$1,500/\$3,000	
Office Visit Coinsurance	80%	60%
Inpatient Hospitalization	\$50 copay, then 80%	\$50 copay, then 60%
Outpatient Hospitalization	\$50 copay, then 80%	\$50 copay, then 60%
Emergency Room Copay	80%	80%
Lifetime Maximum	\$1,000,000	

* *The SPD included in Appendix C does not reflect increases and introductions of copayments for the 2005 plan year.*

CURRENT PPO PLUS PLAN

Fulton County offers retired employees **under the age of 65, who retired before January 1, 1992**, the following PPO Plus benefits. Prescription drug benefits are carved out and will be discussed in a separate program specifications section. For additional detail, please see detailed plan designs in Appendix C*.

	In-Network	Out-of-Network
Annual Deductible (individual/family)	\$100/\$300	
Out-of-Pocket Maximum (individual/family)	\$1,500/\$3,000	
Office Visit Coinsurance	90%	80%
Inpatient Hospitalization	\$50 copay, then 90%	\$50 copay, then 80%
Outpatient Hospitalization (accidental injury)	\$50 copay, then 100%	\$50 copay, then 100%
Emergency Room Copay	90%	90%
Mental Health/Substance Abuse Coinsurance (inpatient)	90%	90%
Mental Health/Substance Abuse Copay (inpatient) (individual/family)	\$100	
Lifetime Maximum	\$1,000,000	

* The SPD included in Appendix C does not reflect increases and introductions of copayments for the 2005 plan year.

CURRENT PRESCRIPTION DRUG PLAN

The following table outlines the current prescription drug benefits that are available to all participants who are enrolled in one of Fulton County's medical plan options. Prescription drug benefits are the same, regardless of the medical plan selected. For additional detail, please see detailed plan designs in Appendix C*.

Retail	
- Generic	\$10 copay
- Brand	\$15 copay
- Non-Preferred Brand	\$25 copay
	Dispensed as written penalty apply
Mail Order	
- Generic	\$20 copay
- Brand	\$30 copay
- Non-Preferred Brand	\$50 copay

CURRENT DENTAL PLAN

The following table outlines the current dental benefits available to all participants who are enrolled in Fulton County's traditional dental plan. Dental benefits are the same, regardless of the enrollee's active or retired status. For additional detail, please see detailed plan designs in Appendix C*.

Calendar Year Deductible (individual/family)	\$50/\$150
Diagnostic and Preventive	100%
General Services	85%
Major Services	50%
Orthodontic Services	
- Lifetime Maximum	\$1,500
- Lifetime Deductible	\$50
- Percentage Payable	50%
Yearly Maximum	\$1,500

* The SPD included in Appendix C does not reflect increases and introductions of copayments for the 2005 plan year.

CURRENT VISION PLAN

The following chart outlines the current vision benefits available to participants who are enrolled in Fulton County's vision plan. Vision benefits are the same, regardless of the enrollee's active or retired status. For additional detail, please see detailed plan designs in Appendix C*.

Maximum Yearly Benefit	\$250/individual
Benefit	80% of R&C for exams, lenses, frames and contact lenses
Limitations (per participant)	\$250 annual maximum

CURRENT EAP AND MENTAL HEALTH/SUBSTANCE PLAN

The following table outlines the current EAP and mental health/substance abuse benefits that are available to all participants who are enrolled in one of Fulton County's medical plan options, **excluding participants in the PPO Plus Plan (see separate benefits)**. EAP and mental health/substance abuse benefits are the same, regardless of the medical plan selected. For additional detail, please see detailed plan designs in Appendix C*.

	In-Network	Out-of-Network
Outpatient		
- Maximum Visits/Year	30 visits	30 visits
- Benefit	80%	60%
Inpatient		
- Maximum Days/Year	30 days	30 days
- Benefit	80%	60%

CURRENT FUNDING

All current benefit plans are self-funded without specific or aggregate stop loss.

*** The SPD included in Appendix C does not reflect increases and introductions of copayments for the 2005 plan year.**

EXHIBIT B. FINANCIAL EXHIBITS

In this section, we provide you with seven financial exhibits that must be completed. Our intent is to conduct as fair and equitable an analysis as possible, and for that reason, it is essential you provide all requested information. **ALL PROPOSALS SHOULD BE COMPLETED AND RETURNED IN A CONFIDENTIAL AND SEALED ENVELOPE.** Following is a summary of the exhibits:

Exhibit B1 - Deviations from Specifications

All deviations from the specifications and other standards included in this RFP must be clearly defined. An Officer of your Company must sign Exhibit A. In the absence of any identified deviations, your Company will be bound to the terms of the RFP.

Exhibit B2 – Medical Fee Quotation Form & Network Discounts

This exhibit requests your medical self-insured fees, projections and stop loss fees and/or your proposed fully insured rates. All proposals should be provided exclusive of prescription drugs and mental health coverage.

Exhibit B3 –Network Experience

This exhibit requests your network reimbursement levels by procedure code for your medical and MH/SA network.

Exhibit B4 – Dental Fee Quotation Form

This exhibit requests your dental self-insured fees and projections and/or your proposed fully insured rates.

Exhibit B5 – EAP/Mental Health Fee Quotation Form

This exhibit requests your EAP and mental health self-insured fees and projections and/or your proposed fully insured rates.

Exhibit B6 – Pharmacy Benefit Management (PBM) Financial Information

This exhibit requests financial information specific to the PBM proposed.

Exhibit B7 – Performance Standards Form

This exhibit requests your ability to meet the standards set forth by Fulton County.

EXHIBIT B1 – DEVIATIONS FROM SPECIFICATIONS

I hereby certify that I, _____, have reviewed the terms of the Request for Proposal for Fulton County’s health & welfare programs outlined in the **FULTON COUNTY REQUEST**

FOR PROPOSAL (RFP) #02RFP005C and agree to honor those terms as described in the specifications. Any deviations to the proposal are noted below.

Name

Date

Title

EXHIBIT B2 – MEDICAL FEE QUOTATION FORM

All PROPOSALS SHOULD BE COMPLETED AND RETURNED IN A CONFIDENTIAL AND SEALED ENVELOPE.

Scenarios assuming each of the following:

- Current plan designs
- Proposal excludes prescription drug and mental health coverage
- Effective date of January 1, 2006
- **No commissions**
- Please specify your underwriting assumptions / restrictions.

SELF-INSURED HMO PLAN

Quote on a Per Employee Per Month Basis (PEPM)	1/1/2006 – 12/31/2006	1/1/2007 – 12/31/2007	1/1/2008 – 12/31/2008
Claims Administration			
Claim Target*			
Utilization Review			
Disease Management			
Network Access Fee			
Annual Set-Up Fee		N/A	N/A
Enrollment & Eligibility Maintenance Fees (if any)			
COBRA Administration			
HIPAA Administration			
Communication Materials: * Directories * Mailing of Directories * ID Cards			
Fee for 800 Number			
Does your plan have any other fees (that are not included in your base fee)? If so, please describe those fees here.			
Medical (First Year – Actual)			
Medical (Mature Year – Illustrative)			

Please Note: Annually, an HMO claim target is derived from claims paid plus capitation for both active and retired members for the contract period. Once the target is set, a percentage (%) retention corridor

above and below this target is applied whereby both Fulton County and Blue Cross Blue Shield of Georgia are not at risk. If actual PMPM claims costs plus capitation for the experience period fall below the lower limit of the retention corridor, a 50-50 risk-sharing agreement will take place to a set minimum PMPM amount. On the other hand, if actual PMPM claims costs plus capitation fall above the upper limit of the retention corridor, a 50-50 risk-sharing agreement will take place to a set maximum PMPM amount. If settlement is applicable, it will be presented no later than 60 days from the end of the settlement period with any amount due to either party payable no later than 90 days from the end of the settlement period.

SELF-INSURED MEDICARE HEALTH INSURANCE INDEMNITY PLAN

Quote on a Per Employee Per Month Basis (PEPM)	1/1/2006 – 12/31/2006	1/1/2007 – 12/31/2007	1/1/2008 – 12/31/2008
Claims Administration			
Claim Target*			
Utilization Review			
Disease Management			
Network Access Fee			
Annual Set-Up Fee		N/A	N/A
Enrollment & Eligibility Maintenance Fees (if any)			
COBRA Administration			
HIPAA Administration			
Communication Materials: * Directories * Mailing of Directories * ID Cards			
Fee for 800 Number			
Does your plan have any other fees (that are not included in your base fee)? If so, please describe those fees here.			
Medical (First Year – Actual)			
Medical (Mature Year – Illustrative)			

SELF-INSURED PPO

Quote on a Per Employee Per Month Basis (PEPM)	1/1/2006 – 12/31/2006	1/1/2007 – 12/31/2007	1/1/2008 – 12/31/2008
Claims Administration			
Claim Target*			
Utilization Review			
Disease Management			
Network Access Fee			
Annual Set-Up Fee		N/A	N/A
Enrollment & Eligibility Maintenance Fees (if any)			
COBRA Administration			
HIPAA Administration			
Communication Materials: * Directories * Mailing of Directories * ID Cards			
Fee for 800 Number			
Does your plan have any other fees (that are not included in your base fee)? If so, please describe those fees here.			
Medical (First Year – Actual)			
Medical (Mature Year – Illustrative)			

SELF-INSURED PPO PLUS PLAN

Quote on a Per Employee Per Month Basis (PEPM)	1/1/2006 – 12/31/2006	1/1/2007 – 12/31/2007	1/1/2008 – 12/31/2008
Claims Administration			
Claim Target*			
Utilization Review			
Disease Management			
Network Access Fee			
Annual Set-Up Fee		N/A	N/A
Enrollment & Eligibility Maintenance Fees (if any)			
COBRA Administration			
HIPAA Administration			

Quote on a Per Employee Per Month Basis (PEPM)	1/1/2006 – 12/31/2006	1/1/2007 – 12/31/2007	1/1/2008 – 12/31/2008
Communication Materials: * Directories * Mailing of Directories * ID Cards			
Fee for 800 Number			
Does your plan have any other fees (that are not included in your base fee)? If so, please describe those fees here.			
Medical (First Year – Actual)			
Medical (Mature Year – Illustrative)			

* **Note:** Please note what claim target you are guaranteeing under a risk-sharing agreement. Please be specific.

STOP LOSS

Please provide a specific stop loss quote for the following specific deductible level:

Contract Basis	Specific Stop Loss Level	PEPM
Paid	\$200,000	

EXHIBIT B3 – NETWORK DISCOUNTS

1. Please fill in the current percent distribution for your health plan’s type of hospital inpatient contracts for the Atlanta metropolitan area. (complete a separate table for each product type, if the same for more than one product, please indicate so):

By Plan	HMO	PPO
Per Diems, w/Outlier Provider		
Per Diems, w/o Outlier Provider		
DRGs, w/Outlier Provider		
DRGs, w/o Outlier Provider		
Percent Discount from Charges		
Capitation		
Other _____		
Total	100%	100%

2. Please fill in the current percent distribution for your health plan’s type of hospital outpatient contracts for the Atlanta metropolitan area (complete a separate table for each product type, if the same for more than one product, please indicate so):

By Plan	HMO	PPO
Percent Discount from Charges		
Ambulatory Payment Groups (APGs)		
Ambulatory Surgical Categories (ASCs)		
Other _____		
Total	100%	100%

3. Please provide your average 2004 per diem rates and average cost/day for the Atlanta metropolitan area (complete a separate table for each product, if applicable):

By Plan	HMO	PPO
Med/Surg		
ICU/CCU		
Maternity		
MH/SA		
SNF		
Other		
Composite Per Diem Rate		
Average Cost Per Day		

4. Please provide inpatient utilization for *each* product for the Atlanta metropolitan area (e.g. HMO, PPO):

By Plan	HMO	PPO
Membership		
Med/Surg - Admits/1000 - Days/1000 - ALOS		
ICU/CCU - Admits/1000 - Days/1000 - ALOS		
Maternity - Admits/1000 - Days/1000 - ALOS		
MH/SA - Admits/1000 - Days/1000 - ALOS		
SNF - Admits/1000 - Days/1000 - ALOS		

By Plan	HMO	PPO
Other - Admits/1000 - Days/1000 - ALOS		
Total - Admits/1000 - Days/1000 - ALOS		

5. Which of your products use physician fee schedules? What is the basis of your physician fee schedules (e.g. RBRVS, CRVS, McGraw Hill, etc)? Do the fee schedules vary by product? If so, how? Are they region-specific, medical group-specific, or other?

6. Provide the most prevalent or typical fee schedules used today.

By Plan	HMO	PPO
Fee Schedule #1 - Membership - Basis (e.g. CRVS) - Conversion Factor *		
Fee Schedule #2 - Membership - Basis (e.g. CRVS) - Conversion Factor *		

*Place the schedule name or number in the table above; then attach a copy of the conversion factors

7. Provide the following information for your Atlanta market network:

	2004			2005		
	HMO	PPO	IND	HMO	PPO	IND
Physician Fee Schedule /CPT-4						
Office Visit – Evaluate New Patient 99205						
Office Visit – Evaluate New Patient 99244						
Evaluation & Management 99385						
Office Visit – Evaluate Established Patient 99262						
Maternity – Routine Obstetric Care w/ Vaginal Delivery 59400						
Maternity – Routine Obstetric Care w/ Cesarean Delivery 59510						
Vaginal Hysterectomy 58260						
Vasectomy 55250						
X-Ray 76076						

8. Please provide the following information for your proposed **mental health/chemical dependency network**:

		2003	2004
Hospital			
Admits/1,000			
Days/1,000			
ALOS			
Average Cost/Day			
Physician Fee Schedule /CPT-4			
Diagnostic Interview Exam	90801		
Interactive Interview Exam	90802		
Pharmacological Management	90862		
Individual Psychotherapy	90804		
Family Psychotherapy	90847		

EXHIBIT B4 – DENTAL FEE QUOTATION FORM

ALL QUOTES SHOULD BE COMPLETED AND RETURNED IN A CONFIDENTIAL AND SEALED ENVELOPE.

Scenarios assume the following:

- Current plan design
- Effective date of January 1, 2006
- **No commissions**

Self-Insured (PEPM)

Traditional Dental	1/1/2006 – 12/31/2006	1/1/2007 – 12/31/2007	1/1/2008 – 12/31/2008
Rate Guarantee Period			
Claims Administration			
Other Fees (explain)			
Expected Dental Claims (First Year – Actual)			
Expected Dental Claims (Mature Year – Illustrative)			

EXHIBIT B5 – EAP/MENTAL HEALTH FEE QUOTATION FORM

ALL QUOTES SHOULD BE COMPLETED AND RETURNED IN A CONFIDENTIAL AND SEALED ENVELOPE.

Scenarios assume the following:

- Current plan design
- Effective date of January 1, 2006
- **No commissions**

Self-Insured (PEPM)

	EAP	Mental Health/ Substance Abuse
Rate Guarantee Period		
Claims Administration		
Other Fees (explain)		
Expected Mental Health Claims (First Year – Actual)		

EXHIBIT B6 – PHARMACY FEE QUOTATION FORM

Scenarios assume the following:

- Current plan design
- Effective date of January 1, 2006
- **No commissions**

Provide the following information for your **pharmacy** product or the proposed **PBM**:

SCENARIO I – SELF-INSURED

Pharmacy Benefit Manager

	Retail	Mail Order
AWP Discounts		
Brand	/claim	/claim
Generic	/claim	/claim
MAC Discount	/claim	/claim
Dispensing Fees		
Brand	/claim	/claim
Generic	/claim	/claim
Administrative Fees		
Electronic	/claim	/claim
Paper	/claim	/claim
Rebates		
Percentage	%	%
Guarantee	/claim	/claim
Claim Projections		
First Year Actual (PEPM)		N/A
First Year Illustrative (PEPM)		N/A

EXHIBIT B7 – PERFORMANCE STANDARDS FORM

Fulton County requires that performance standards be included in the contract and be used to manage and evaluate performance. These standards are divided into six categories. For each performance standard, indicate whether you are willing to be required to meet the level of performance identified. For any standard you are not able to meet, you must propose an alternative level of performance. For purposes of responding to the RFP, you should assume that Fulton County would work jointly with your organization to develop a measurement methodology.

Standards	Response
1. Account management	
<ul style="list-style-type: none"> Satisfactory completion of all account management activities to be assessed by Fulton County 	Yes/No
<ul style="list-style-type: none"> Appropriate member of account team to perform a service and operational audit for Fulton County at each managed care location within the first 6 months of program 	Yes/No
2. Network plan development/maintenance	
<ul style="list-style-type: none"> Satisfactory expansion of current plans in agreed upon locations 	Yes/No
<ul style="list-style-type: none"> Maintenance of satisfactory level of providers in all implemented locations 	Yes/No
<ul style="list-style-type: none"> Fulton County will be given 60 days advance notice of all material changes in any network including: <ul style="list-style-type: none"> Sale or closing of a specific network site/location An aggregate change of 10% or more in the provider network base (from contract date) The introduction of capitation 	Yes/No
3. Member/customer service	
<ul style="list-style-type: none"> Phone accessibility <ul style="list-style-type: none"> Satisfactory response time – 90% in 30 seconds between menu selection and human voice Satisfactory abandon rate <5% Satisfactory result of Fulton County member satisfaction survey – 95% satisfied or very satisfied 	Yes/No
4. Enrollment/eligibility	
<ul style="list-style-type: none"> Accuracy of ID cards – 99% of all cards Timeliness of ID card turnaround – 5 days Timeliness of ongoing monthly eligibility updates - within 2 working days Accuracy of ongoing eligibility updates – 95% of eligible are accurate 	Yes/No
5. Claim processing service (in addition to state requirements)	
<ul style="list-style-type: none"> Turnaround time for non-network claims – 87% within 15 calendar days; 94% within 30 calendar days; 99% within 45 calendar days 	Yes/No

Standards	Response
<ul style="list-style-type: none"> Financial accuracy rate (overpayments plus underpayments not on a net basis) – 99% 	Yes/No
<ul style="list-style-type: none"> Claims coding accuracy for each item – 99% 	Yes/No
6. Data reporting and analysis	
<ul style="list-style-type: none"> Claims and other data released to a vendor designated by Fulton County on agreed upon dates. Detailed standards are included in the contract. 	Yes/No
7. Risk-sharing agreement	
<ul style="list-style-type: none"> Annual claim targets will be developed for self-insured plans and results measured retrospectively 	Yes/No

- Describe any additional performance standards and penalties you propose.
- Describe the percentage of fees you are willing to place at risk under a self-insured arrangement.
- Describe the percentage of fees you are willing to place at risk under a fully insured arrangement.
- If the results of an independent audit by a firm chosen by Fulton County do not confirm that performance standards have been met, your organization will pay for the audit. Do you agree?
- Fulton County reserves the right to renegotiate any or all performance standards annually. However, the performance standards described in this section will remain in effect unless specifically modified by Fulton County. Do you agree to this?

EXHIBIT C. NETWORK ACCESS – MEDICAL, DENTAL, MENTAL HEALTH AND PHARMACY

Using the enclosed census, please provide the following GeoAccess reports. When completing the exhibits, please note and include the following:

- Accessibility summary for all plan participants with and without access
- Accessibility summary for all eligible employees with and without access
- Please provide a listing of network providers for the Atlanta market
- Special emphasis on Fulton County

The access standard for the reports is as follows:

Provider Group	Access Standard
Medical PCPs	2 in 10 miles
Medical Specialists	2 in 10 miles
Hospitals	1 in 15 miles
Dental Providers	2 in 10 miles
Mental Health Providers	2 in 15 miles
Pharmacy	2 in 10 miles
Vision	1 in 20 miles

Please provide a separate report for each line of coverage you are proposing.

EXHIBIT D. QUESTIONNAIRE

All vendors proposing are required to answer the questions in the questionnaire section. Medical vendors are required to respond to ALL sections of the questionnaire. Dental, Prescription Drug, Vision and Mental Health vendors need only complete those sections indicated.

A. General Information – Medical, Prescription Drugs, Dental, Vision and Mental Health

If your organization is bidding with a partner, each partner must complete Section A. (Entire General Information Section)

1. Is your organization willing to administer the current medical plans (HMO, Medicare Health Insurance, PPO and PPO Plus) as described in this document?

- No
- Yes
- Yes, with deviations
- Please *specify all plan deviations in Exhibit A.*

2. Please provide a sample of the master contract and any attendant agreements that would be issued to Fulton County by your organization.

3. Please identify the account management team that will be servicing Fulton County.

Name	Title	Address	Phone	Fax	Email

4. Is your organization bidding with partners?

- No. This bid does not include use of any outside partners
- Yes. This bid does include use of the following outside partners:

Name of Partner	Type of Company (Freestanding Network, Prescription, Utilization Management, Reinsurance, etc.)

5. Check your organization's ownership type:

- Privately held
- Publicly traded
- Mutual holding company
- Other, please describe

6. List your organization's internet or WEB address: _____

7. Is your organization involved in any mergers/acquisitions as of June 1, 2005?

- No
- Yes, a merger
 - Name of company merging with: _____
 - Expected date of completion: _____
- Yes, an acquisition
 - Name of company acquiring: _____
 - Expected date of acquisition: _____

8. Is your organization planning any major organizational changes, or mergers/acquisitions that would affect Fulton County in the first year of their contract with your organization?

- No
- Yes, please describe below.

9. Please provide the following information about your organization including:

Most recent Annual Report
Most recent Annual Financial Statement

10. Complete the following table for your national book of business, as well as for your Georgia business:

	HMO/PPO Nationwide	HMO/PPO Georgia
Number of Years in Operation for Organization	<input type="checkbox"/> > 5 Years <input type="checkbox"/> 1-5 Years <input type="checkbox"/> <1 Year	
Number of Years in Operation for Product Line		<input type="checkbox"/> > 5 Years <input type="checkbox"/> 1-5 Years <input type="checkbox"/> <1 Year

a. Average 2004 Plan Membership		
A/ Total Covered Employees	_____	_____
B/ Family Multiplier	_____	_____
C/ Total Covered Lives (or Members) (A) X (B)	_____	_____
b. YTD Average 2005 Plan Membership		
A/ Total Covered Employees	_____	_____
B/ Family Multiplier	_____	_____
C/ Total Covered Lives (or Members) (A) X (B)	_____	_____
c. Percent Change in Plan Membership between 2004 and 2005		
(Total Covered Lives 5b / Total Covered Lives 5a) – 1	_____%	_____%

11. Please provide the most recent organization ratings for:

Report	2005 Rating
Best's	<input type="checkbox"/> A++ through A- <input type="checkbox"/> B++ through B+ <input type="checkbox"/> Below B+ <input type="checkbox"/> Not Rated
Standard & Poor's	AA – AAA A – BBB BB – D Not Rated
Moody's	Aaa – Aa A – Baa Ba – C Not Rated

12. Please provide three client references similar in size and/or industry to Fulton County:

	Reference #1	Reference #2	Reference #3
Company			
Covered Employees			
Industry			
Contact Name			
Title			
Phone			

B. Client Services – Medical, Dental, Prescription Drugs, Vision and Mental Health

13. Please provide a brief biography of the account management team that will be servicing Fulton County:

Name	Title	Number of Years At Organization	Number of Years in Business	Responsibility on Account	Number of Accounts Person is Responsible For

C. Member Services – Medical, Dental, Prescription Drugs, Vision and Mental Health

14. Please indicate which locations will be serving Fulton County:

	Geographic Location(s)	Hours of Operation (Specify PST/ CST/EST)	Is this service Outsourced? Yes or No? <i>If Yes, provide name of company to which the function is outsourced</i>
Member Service Center			Yes Specify Company Name: _____ No
Claims Administration Office			Yes Specify Company Name: _____ No
Account Management Office			Yes Specify Company Name: _____ No
Utilization Management			Yes Specify Company Name: _____ No
Case Management			Yes Specify Company Name: _____ No
Disease Management			Yes Specify Company Name: _____ No
Other (Specify functional area)			Yes Specify Company Name: _____ No

15. Provide standards and actual results for the following Member Service performance standards (If standard is different than what is listed, please note):

	2004		2005 YTD	
	Standard	Actual	Standard	Actual
Response Time (% in sec.)	3 Rings or 30 Sec.	Met Standard Did not meet standard	3 Rings or 30 Sec.	Meets Standard Does not meet standard
% Abandonment Rate	Less than 5%	Met Standard Did not meet standard	Less than 5%	Met Standard Did not meet standard
Time on Hold (sec.)	< 30 Sec.	Met Standard Did not meet standard	< 30 Sec.	Met Standard Did not meet standard

16. Do you use an automated tracking system to track member inquiries and problems? (check one)

- Yes Name of system _____
Date of last system upgrade _____
Date of next system upgrade _____
- No If no, describe how member inquiries are handled and tracked?

17. What percentage of inquiries is handled on the first call?

- Over 80%
- 75 – 80%
- 70 – 75%
- <70%

18. What is your standard primary method for responding to member inquiries? (Check only ONE)

- By phone
- By written correspondence
- By e-Mail
- Organization does not have a standard required method for handling member communications

19. What is the number of member service representatives per 1,000 members?

_____ member service representatives serve 1,000 members

20. What is the targeted number of telephone calls each member service representative handles each day?

- > 56 Calls Per Day
- 40-55 Calls Per Day
- < 40 Call Per Day

21. What is the procedure when a member calls after business hours?

- Member has 24 hour/7 day a week access to "live" customer service representative
- Member can leave voicemail and it will be answered within next business day
- Member can leave voicemail and it will be answered within two business days
- Other: Please describe _____

22. How many menu options does a member have to go through to get to a live operator?

- 2 – 3 Options
- 3 – 4 Options
- 5 or More Options

23. To which other service areas can member service representatives transfer a call (without a member having to hang up and call back a different number)? ("☑" Response)

Service Area	Member can be automatically transferred	Member CANNOT be transferred
Claims		
Medical Management / UM		
Sales / Account Management		
Grievance Department		
Other – Please Specify _____		

24. Are member service representatives responsible for the following activities? (“☑” Yes or No)

Responsibility	Yes	No
Phone coverage for member inquiries		
Phone coverage for provider inquiries		
Online claim re-adjudication		
Act as back log claim adjusters		
Telephonic correspondence with member		
Written correspondence with members		
Other – Please Specify _____		

25. How are calls from providers handled?

- Providers call directly to Provider Relations (They have their own #800)
- Providers call member service representatives and are transferred to Provider Relations
- Provider issues are handled by member service representatives

26. Do member service representatives have access to utilization management decisions on-line?

- Yes, member service representatives have on-line access
- No, member service representatives do not have on-line access

27. Does your training program include the following components? (“☑” Yes or No)

Training Focus	Yes	No
Formal classroom training		
If yes, how many weeks of formal classroom training do new reps participate in?	_____ Weeks	
Training on customer service system		
Monitoring of learning (tests, homework, etc.)		
Conflict resolution training		
Initial auditing of work <i>(If yes, also specify the number of weeks that auditing of work continues.)</i>		

Training Focus	Yes	No
Describe any other special features your training program includes here: *		

28. Are your member service representatives required to do so many hours of continued education each year?

- Yes
- No

If yes, describe the types of training they have participated in this past year.

29. What are the average years of experience for your member service representatives?

- Over 5 Years
- 3-5 Years
- Less than 3 Years

30. What is your average staff turnover rate for 2004?

- Less than 10%
- More than 10%

31. What is your average staff turnover rate for YTD 2005?

- Less than 10%
- More than 10%

32. Is there a formal member grievance procedure for members to use if they have an issue?

- No formal grievance procedure in place.
- Yes there is a grievance procedure in place.

33. What is the response time to a member if a grievance is filed?

- No formal grievance procedure in place.
- Organization's written policy is to resolve issue and respond to member within 15 days
- Organization's written policy is to resolve issue and respond to member within 30 days
- Organization's written policy is to resolve issue and respond to member between 30 – 60 days

34. What is your process for getting information back to grievants?

- Formal Letter
- Phone Call
- E-Mail
- Other: Please describe _____

35. Please provide a copy of your formal grievance process.

36. What role would you expect Fulton County to play in the grievance process?

37. Do member service representatives have on-line access to ("☑" Yes or No):

	Yes	No	N/A
Eligibility of all family members			
Actual claims (scanned claim form)			
Claims status (receipt date, reason code)			
Member History			
Benefit descriptions of plan			
Status of questions/complaint			
Hospital and physician status/information			
Medical Management / UR Decisions			
Vendor Information (i.e. Rx Formulary)			
Other (list)			

38. Describe your quality improvement program for member services operations. Do you include/ track ("☑" Yes or No):

Area	Yes	No
Supervisor daily review <i>(If yes, how many calls do you monitor per month per rep.?)</i>		
If yes, how many calls to you monitor per month per customer service representative?	_____ Calls Per Month Per Rep	
Silent monitoring of calls for accuracy and service		
Percentage of resolutions on first call within range		
Review of member correspondence		

D. Claims Administration - Medical, Dental, Prescription Drugs and Vision (certain questions are specific to the medical plan only)

39. Please describe, in detail, how your claim system would handle the specific administrative requirements for Fulton County. Would system enhancements/ modifications need to be made?

40. Fulton County currently utilizes a **fill in** system to update Blue Cross Blue Shield's eligibility system real time and would prefer to continue this. Can you duplicate this process?

- Yes
- No

41. Blue Cross Blue Shield currently provides eligibility data to dental/vision/cobra/Rx vendors. Can you duplicate this process?

- Yes
- No

42. Are you willing to allow Fulton County to conduct an annual/bi-annual claim audit?

- Yes – please describe the procedure utilized when a client conducts an independent claim audit.
- No

43. Would you be willing to help cover the cost if/when an audit is conducted?

44. Briefly describe your claim administration system by completing the following table:

Name of System	
Date of Last Upgrade	
Date of Next Upgrade	
How is the system maintained?	System is maintained internally System is maintained externally
How often is data backed up?	Daily Weekly Monthly Other – Please Specify
Are there back – up systems in place?	Yes No
How long has organization been using this system?	< 1 Year 1 – 3 Years 3 – 5 Years > 5 Years

45. Does your system accommodate the following? (“☑” Yes or No):

System Feature	System has Capability?
Electronic claim payments	
Multiple fee schedules	
Interface with utilization management system	
Interface with member service system	
Rebundling software	
System edits	
Ability to pend and bundle claims from the same episode of care (EOC)	
In and out-of-network claims paid on same system	

46. What types of enhancements do you anticipate to the system within the next 2-3 years?

47. What percentage of *Hospital* Claims is submitted electronically?

- Above 50%
- 40 - 49%
- Below 40%

48. What percentage of Physician Claims is submitted electronically?

- Above 30%
- 15 – 29%
- Below 15%

49. What percentage of Hospital Claims are auto adjudicated?

- Above 45%
- 39 – 45%
- Below 39%

50. What percentage of Physician Claims are auto adjudicated?

- Above 45%
- 39 – 45%
- Below 39%

51. Does your system have the ability to accept electronic claims from Medicare?

- Yes
- No

52. Based on the proposed plan design, are there any benefits that will have to be paid manually?

- Yes
- No

If yes, please specify what features of the design would need to be handled manually

53. Are the following audited for your claim processing quality improvement program for individual processors? (Check all that apply)

- Daily monitoring of calls
- Random phone audits
- Member correspondence
- Accuracy of calls
- Customer management skills
- Follow through on claim issues
- If applicable, accuracy of claim adjustment activity
- Other – Please Specify _____

54. Are the following audited for your claim processing quality improvement program for internal operations? (Check all that apply)

- Compliance with State and Federal regulations
- Training program for member service representatives
- Member service representative manuals are maintained and updated often
- Audits are being performed on regular basis
- Hiring and promotional practices
- Other – Please Specify _____

55. What is the percentage of claims audited?

- 1% or more of claim volume
- Less than 1% of claim volume
- Audited claims are not tracked

56. What is the frequency that these audits are performed?

- Daily
- Monthly
- Quarterly
- Semi-Annually or Annually

57. Have you implemented any electronic workflow systems such as:

Imaging	Yes No
Electronic Work Flow Management	Yes No

Electronic Inventory Management	Yes No
Other - Please Specify _____	

58. What types of training are provided for the claim processors? (Check all that apply)

Training Focus	Yes	No
Formal classroom training		
If yes, how many weeks of formal classroom training do new reps participate in?	_____ Weeks	
Training on customer service system		
Monitoring of learning (tests, homework, etc.)		
Conflict resolution training		
Initial auditing of work (If yes, also specify the number of weeks that auditing of work continues.)		
Describe any other special features your training program includes here: * * *		

59. What are the average years of experience for your claims administration staff?

- > 5 Years
- 3 – 5 Years
- < 3 Years

60. What was your average staff turnover rate for 2004?

- Less than 10%
- More than 10%

61. What is your average staff turnover rate for YTD 2005?

- Less than 10%
- More than 10%

62. Provide standards and actual results for the following performance standards (If standard is different than what is listed, please note):

	2004		2005 YTD	
	Standard	Actual	Standard	Actual
Average Claim Processing Turnaround Time (% in # days)	90% within 10 Business Days	<input type="checkbox"/> Met Standard <input type="checkbox"/> Did not meet standard	90% within 10 Business Days	<input type="checkbox"/> Met Standard <input type="checkbox"/> Did not meet standard
% Financial Accuracy (% of dollars paid accurately)	99% Accuracy	<input type="checkbox"/> Met Standard <input type="checkbox"/> Did not meet standard	99% Accuracy	<input type="checkbox"/> Met Standard <input type="checkbox"/> Did not meet standard
% Procedural Accuracy	98% Accuracy	<input type="checkbox"/> Met Standard <input type="checkbox"/> Did not meet standard	98% Accuracy	<input type="checkbox"/> Met Standard <input type="checkbox"/> Did not meet standard
% Payment Accuracy (% of claims paid correctly)	97.5% Accuracy	<input type="checkbox"/> Met Standard <input type="checkbox"/> Did not meet standard	97.5% Accuracy	<input type="checkbox"/> Met Standard <input type="checkbox"/> Did not meet standard

63. Please describe how you comply with Georgia state laws concerning claims payment, processing, etc.

64. Complete the following table identifying your claim system capabilities (“” yes or no):

	Yes	No
Capture \$ amount (i.e., total charges, covered charges, discount adjustments)		
Identify providers by Tax ID#		

	Yes	No
Track deductibles, co-payments and out-of-pocket maximums		
Adjudicate claims based on per diems or DRGs		
Produce reports by DRGs or other acuity measure		

E. Provider Network – Medical, Only

65. Is any part of your network leased?

- No
- Yes. 10% or less is leased
- Yes. 10 – 25% is leased
- Yes. > 25% is leased

If yes, identify owner of the network and the geographic service area.

66. Do you include the following in your selection process for your provider network? (Check all that apply)

- Physician Profiling
- Hospital Profiling
- GeoAccess of members to providers
- Distribution of specialists in network
- Other – Please Specify _____

67. Do you have a system for maintaining credentialing information?

- Yes
- No

If yes, is this system:

- Paper Files
- Electronic
- Both paper files and electronic
- Other – Please Specify _____

68. Do you have a process for verifying primary source information for applicants for your provider network?

- Yes
- No

69. Do you have a credentialing committee that gives the final approval of an applicant for your provider network?

- Yes
- No

70. Do you have the ability to track the diversity and/or demographics of your provider population?

- Yes. If yes, please share this information.
- No

71. Please provide a sample of your current physician and hospital application.

72. Please provide a listing of your current network hospitals.

73. Does your selection and credentialing process allow you to decline an individual physician of a medical group or an IPA?

- Yes
- No

74. On average, how long is the process to add an individual physician to your network panel?

- < 1 Month
- 2 – 3 Months
- 3 – 4 Months
- > 4 Months

75. On average, how long is the process to add a medical group to your network?

- < 1 Month
- 2 – 3 Months
- 3 – 4 Months
- > 4 Months

76. How often is each physician re-credentialed?

- Once a year
- Every 2 years
- Every 3 years
- Less frequently than every 3 years

77. How often is each hospital re-credentialed?

- Once a year
- Every 2 years
- Every 3 years
- Less frequently than every 3 years

78. What information is verified during physician/hospital re-credentialing?

	Physician	Hospital
State License	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
DEA	<input type="checkbox"/> Yes <input type="checkbox"/> No	
JCAHO		<input type="checkbox"/> Yes <input type="checkbox"/> No
Board Status	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Hospital Privileges	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Malpractice	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Site Visits	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Practice Patterns	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Mortality		<input type="checkbox"/> Yes <input type="checkbox"/> No
Morbidity		<input type="checkbox"/> Yes <input type="checkbox"/> No
Readmission Rates		<input type="checkbox"/> Yes <input type="checkbox"/> No
Other (list)	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

79. Complete the preceding table with the provider turnover rates (percentages). Please indicate if you do not track data separately:

	2004 Voluntary Turnover			2004 Involuntary Turnover		
	Hospitals	PCPs	Specialists	Hospitals	PCPs	Specialists
2004	<input type="checkbox"/> < 1%	<input type="checkbox"/> < 5%	<input type="checkbox"/> < 5%	<input type="checkbox"/> < 1%	<input type="checkbox"/> < 5%	<input type="checkbox"/> < 5%
	<input type="checkbox"/> 1-2%	<input type="checkbox"/> 5-10%	<input type="checkbox"/> 5-10%	<input type="checkbox"/> 1-2%	<input type="checkbox"/> 5-10%	<input type="checkbox"/> 5-10%
	<input type="checkbox"/> >2%	<input type="checkbox"/> > 10%	<input type="checkbox"/> > 10%	<input type="checkbox"/> >2%	<input type="checkbox"/> > 10%	<input type="checkbox"/> > 10%
2005	<input type="checkbox"/> < 1%	<input type="checkbox"/> < 5%	<input type="checkbox"/> < 5%	<input type="checkbox"/> < 1%	<input type="checkbox"/> < 5%	<input type="checkbox"/> < 5%
YTD	<input type="checkbox"/> 1-2%	<input type="checkbox"/> 5-10%	<input type="checkbox"/> 5-10%	<input type="checkbox"/> 1-2%	<input type="checkbox"/> 5-10%	<input type="checkbox"/> 5-10%
	<input type="checkbox"/> >2%	<input type="checkbox"/> > 10%	<input type="checkbox"/> > 10%	<input type="checkbox"/> >2%	<input type="checkbox"/> > 10%	<input type="checkbox"/> > 10%

80. Are providers in your network accepting new patients?

- Yes
- No

Please indicate the percentage of providers who are accepting new patients.

- 70%
- 80%
- 90%
- Greater than 90%

81. Please indicate the criteria used to determine when a practice is "closed". Is this criteria determined by you or by the physician?

82. Please indicate the length of time it takes a member to receive a non-urgent/preventive care appointment from the time the member calls the provider's office.

- Less than a week
- One to two weeks
- Two to three weeks
- More than three weeks
- Other – Please Specify _____

83. Please indicate the length of time it takes a member to receive an urgent care appointment from the time the member calls the provider's office.

- Less than a 24 hours
- Greater than 24 hours

84. Do you have formal mechanisms in place for monitoring and following up on provider inquiries/problems?

- Yes
- No

85. If yes, please describe the mechanisms responsible for monitoring and responding to provider inquiries/problems (Check all that applies)

- Provider Relations Staff
- Access to Claims Representatives
- Access to Medical Director
- Other – Please Specify _____

86. If a Provider Relations Staff is utilized, what is included in their function? (Check all that applies)

- Educate providers on policies and procedures
- Help with claims issues
- Reviewing financial information with providers
- Reviewing utilization information with providers
- Reviewing enrollee satisfaction
- Other – Please Specify _____

87. Do you have specific provider relations staffing ratios?

- Yes
- No

If yes, please provide _____

88. Is there a formal provider grievance procedure?

- Yes
- No

If so, please provide.

89. Is performance data shared with participating providers?

- Yes
- No

90. If yes, what data is shared? (Check all that applies and provide sample data)

- HEDIS information
- Utilization information
- Financial Performance
- Pharmacy Utilization (i.e. Pharmacy prescribing patterns)
- Member satisfaction survey results
- Other – Please Specify _____

91. If data is shared with providers, how often is data shared?

- Monthly
- Quarterly
- Semi- Annually
- Annually
- Other – Please Specify _____

92. Do you provide any ongoing educational programs for providers?

- Yes. Provide training on a variety of topics, including how to file claims, how to improve care/service, etc.
- Yes. Provide minimal training and send out newsletters
- No ongoing educational programs are provided

93. Do you negotiate discounts for out-of-area claims?

- Yes
- No

94. If you have networks in out of state areas, will you allow access to network providers at discounted rates to out of town student members?

- Yes, access to discounts will be available
- No, access to discounts will not be available

95. What are your network development and re-contracting plans for the next two years?

96. Do you anticipate any major changes in your networking strategy?

- Yes, changes to the network are anticipated in the next 2 years
- No, changes to the network are not anticipated in the next 2 year

97. Do you have a “Centers of Excellence” Program?

- Yes, See chart below
- No, but are willing to work on developing one
- No

98. If yes, describe your “Centers of Excellence” program(s):

Centers	Location (City, State)	Procedures

99. What methods are available for selecting PCPs?

- Paper Directories
- Telephone
- Website
- All of the above
- Other _____

100. Do you maintain PCP selection in your system?

- Yes
- No

101. Can family members select different medical groups and PCPs?

- Yes
- No

102. How often is changing PCPs allowed?

- Daily
- Monthly
- Quarterly
- Less frequently than Quarterly

103. How often are provider directories updated?

- Monthly
- Quarterly
- Semi-annually
- Annually

104. Are provider directories updated to indicate closed practices?

- Yes
- No

105. Are provider directories available in any other languages?

- Yes
- No

106. Is your organization willing to provide your physician network on a silent/passive basis?

- Yes
- No

F. Provider Reimbursement (Please note if different for HMO vs. PPO) – Medical, Only

107. Enter the percentage of physicians that are reimbursed by the following methods:

	HMO/PPO	
	PCP	Specialist
Salary		
Discounted fee-for-service w/withhold		
Fee-for-service w/bonus		
Fee schedule		
Capitation		
Capitation w/withhold		
Percentage discount		
Other (specify)		
TOTAL	100%	100%

108. Enter the percent of inpatient hospitals that are reimbursed by the following methods:

	HMO/PPO
Discount of Charges	
Per Diem	
Capitation	
DRG Case Rates	
Global Fees	
Other	
TOTAL	100%

109. Have there been any changes to your provider or hospital reimbursement methodology within the past 18 months?

- Yes
- No

110. If yes, what changes and when? What have been the financial results realized from this change?

111. Do you anticipate any changes within the next 18 months?

- Yes
- No

112. If Yes, when? What reimbursement changes do you anticipate? What savings do you expect to realize from this change?

113. What percentage of RBRVS do you reimburse your primary care physicians?

114. What percentage of RBRVS do you reimburse your Specialists?

115. What UCR level do you use for out-of-network services?

116. What are the levels for out-of-area?

117. Can Fulton County specify UCR levels?

Yes

No

G. Medical Management Program – Medical, Only

118. Check the functions performed or provided by medical management organization.

("☑" Yes or No)

Function	Yes	No
Utilization Management		
Case Management		
Demand Management		
Disease Management		
Appeals/ Grievances		
Quality Improvement		
Other		

119. Are the medical management functions performed locally?

Yes

No

120. Is there a full time Medical Director that oversees the medical management functions?

Yes

No

121. Are physician specialty consultants available for utilization management? If so please provide a list of represented specialties.

Yes

No

122. Are all of the UM reviewers registered nurses?

- Yes
- No

123. Please provide staffing ratios for the following.

Function	# Of Staff	# Of Members
Utilization Management		
Case Management		
Disease Management		
	UM	CM
Administration to RN staff ratio		

124. Does the organization have case managers specifically dedicated to the senior/retiree population?

- Yes
- No

125. Does the organization staff case managers by any of the following product lines?

("☑" Yes or No)

Product Line	Yes	No
HMO		
PPO		
PPO Plus		
Medicare Health Insurance		
Indemnity		
Other		

126. For the following education and training questions please "☑" Yes or No.

Function	Yes	No
For new utilization/case managers does the organization provide an introductory course in insurance and managed care?		
Are the CM certified?		
Does the organization subsidize funding for certification exams?		
Does the organization support continuing education?		
Does the organization ensure utilization/case management keep skills are up to date? How is this accomplished?		

Utilization Management (UM)

127. Can the pre-certification process be customized per the clients needs? Provide a list of services that require pre-certification.

- Yes
- No

128. Is the turnaround time for pre-certification approval within one business day?

- Yes
- No

129. Indicate the type of UM included within your ASO/network management fees (“☑” those that apply). If any part is subcontracted, please indicate.

<input checked="" type="checkbox"/>	Program	Subcontractor
	Pre-admission Certification	
	Admission Review	
	Concurrent Stay Review	
	Retrospective UM	
	Discharge Planning	
	Ambulatory Review	

130. Are all UM functions telephonic?

- Yes
- No

131. Do UM functions include on-site review at high volume hospitals?

- Yes
- No

132. Is there weekend coverage for utilization/case management?

- Yes
- No

133. If no, how is the department notified of an admission and/or discharge requiring case management assistance?

134. Is the approval turnaround time within one business day of making the decision?

- Yes
- No

135. Complete the following table regarding your UM Review Criteria:

	Yes	No
Are any of the following review criteria used		
Milliman & Robertson		
Interqual		
Self developed		
Other _____		
If the criteria were developed by the organization, were practicing physicians used to develop the criteria?		
Are there case and disease management triggers in place for referral from UM activities? If so, please provide a list of triggers?		

136. What percentage of cases does a physician reviewer evaluate?

- 5% or Above
- Below 5%

137. Is there a formal denial and appeal process?

- Yes
- No

138. If yes please provide a copy of the policy for both processes.

139. If there is a denial, does the written or electronic response include how to initiate an appeal?

- Yes
- No

140. Please provide the following:

Denials (Annually)	2003	2004	2005
Total pre-certifications denied	<input type="checkbox"/> 0 - 5% <input type="checkbox"/> > 5%	<input type="checkbox"/> 0 - 5% <input type="checkbox"/> > 5%	<input type="checkbox"/> 0 - 5% <input type="checkbox"/> > 5%
% Of pre-certification denials reversed	<input type="checkbox"/> 0 – 10% <input type="checkbox"/> > 10%	<input type="checkbox"/> 0 – 10% <input type="checkbox"/> > 10%	<input type="checkbox"/> 0 – 10% <input type="checkbox"/> > 10%
% Of pre-certification denials not reversed	<input type="checkbox"/> 90-100% <input type="checkbox"/> < 90%	<input type="checkbox"/> 90-100% <input type="checkbox"/> < 90%	<input type="checkbox"/> 90-100% <input type="checkbox"/> < 90%

Appeals (Annually)	2003	2004	2005
Total pre-certifications appealed	<input type="checkbox"/> 0 - 5% <input type="checkbox"/> > 5%	<input type="checkbox"/> 0 - 5% <input type="checkbox"/> > 5%	<input type="checkbox"/> 0 - 5% <input type="checkbox"/> > 5%
% Of pre-certifications reversed	<input type="checkbox"/> 0 - 5% <input type="checkbox"/> > 5%	<input type="checkbox"/> 0 - 5% <input type="checkbox"/> > 5%	<input type="checkbox"/> 0 - 5% <input type="checkbox"/> > 5%
% Of pre-certifications not reversed	<input type="checkbox"/> 90-100% <input type="checkbox"/> < 90%	<input type="checkbox"/> 90-100% <input type="checkbox"/> < 90%	<input type="checkbox"/> 90-100% <input type="checkbox"/> < 90%

141. Please provide the following information:

Denials	2003	2004	2005
Total days/total admits denied			
% Of days denied			
% Of admits denied			
Appeals	2003	2004	2005
Total cases appealed annually			
% Of appeals reversed			
% Of appeals not reversed			

Data Reporting

142. Please provide the following information:

Days/1000	2003	2004	2005
Inpatient admissions	<input type="checkbox"/> 230 or < <input type="checkbox"/> > 230	<input type="checkbox"/> 230 or < <input type="checkbox"/> > 230	<input type="checkbox"/> 230 or < <input type="checkbox"/> > 230
Rehabilitation admissions	<input type="checkbox"/> 25 or < <input type="checkbox"/> > 25	<input type="checkbox"/> 25 or < <input type="checkbox"/> > 25	<input type="checkbox"/> 25 or < <input type="checkbox"/> > 25
Skilled nursing facility admissions	<input type="checkbox"/> 668 or < <input type="checkbox"/> > 668	<input type="checkbox"/> 668 or < <input type="checkbox"/> > 668	<input type="checkbox"/> 668 or < <input type="checkbox"/> > 668

Case management	Yes	No
Does the organizations case management department measure case management savings?		
Are the case managers aware of the organizations payment mechanisms and cost of services for each product line?		
Do the case managers conduct their own negotiations and manage their cost savings?		
If a contract team conducts negotiations is case management aware of the results?		

Does the nurse case manager prepare the cost benefit analysis reports for the client?		
Does the cost benefit analysis include any of the following?		
Overview of case management intervention		
Summary of intervention		
Case management fees		
Avoided charges		
Potential charges		
Discounts and/or negotiated reductions		
Reductions in services, products and equipment		
Actual charges		
Gross savings (potential charges minus actual charges)		
Net savings (gross savings minus case management fees)		
Status of case (open or closed)		

143. What is the average savings per case management case for the following years? Please provide a copy of a cost savings report.

2003	2004	2005
\$ _____	\$ _____	\$ _____

H. Case Management (CM) – Medical, Only

144. Does the organization perform case management? (“☑” Yes or No)

	Yes	No
100% telephonically		
100% on site		
A combination of both of the above		

145. Do you use any of the following for accepting a case into case management?
(Check all that apply)

- Case is pre-reviewed for appropriateness of case management intervention
- Triggers are in place and evaluated to indicate a need for case management
- Acuity levels are assessed
- Other – Please Specify _____

146. Prior to opening a case does the case manager identify the needs of the patient with the referral source?

- Yes
- No

147. Do the referral questions include any of the following? (“☑” Yes or No)

	Yes	No
Who at the referral source level is responsible for making authorizations?		
Expectations of the referral source		
Is the contact if applicable necessary with the employer?		
Request medical records		

148. Do the case managers perform the following functions? (“☑” Yes or No)

	Yes	No
Initial assessment		
Care plan		
Evaluation of care plan		
Case closure		

149. Does the initial gathering of information include assessing appropriateness of case management interventions?

- Yes
- No

150. Does the initial assessment include a thorough phone conversation with the following?

	Yes	No
Member/caretaker		
Primary care physician and or treating physician		
Referral source		
On-site visit		

151. Does the case manager close a case based on any of the following? (“☑” Yes or No)

	Yes	No
Further services not warranted or cost effective		
Patient reaching maximum medical improvement		
Goals met and no further goals identified		

	Yes	No
Policy or benefit limits have been reached		
Patient has reached stop loss under initial customer's plan and case referred to reinsurance		
Patient loses eligibility for coverage		
Customer requests closure		

152. Are acuity levels used to categorize the level of interaction needed by the case manager?

- Yes
- No

If yes, please provide a copy of the acuity levels

153. Are the cases disseminated to the case managers by level type?

- Yes
- No

154. Do the case management triggers include any of the following? (“” Yes or No)

	Yes	No
Member reports health is worse than last year		
Member reports difficulty remembering to take medications and lives alone		
Member reports difficulty feeding themselves		
Prescription list		

155. Is the turn around time for a new case based on the level of severity?

- Yes
- No

156. Does the case manager assess the ancillary service provider's capability for maintaining quality?

- Yes
- No

157. Does the case manager assessment/monitor for ancillary services include any of the following?
 (“☑” Yes or No)

	Yes	No
Client family satisfaction		
Outcomes effectiveness data		
Accreditation level		
Communication		
Reports		
Compliance with standards		

158. Does the organization perform internal quality audits on case management? Please provide a copy of the internal audit process for case management.

- Yes
- No

159. Do the audit standards for opening cases include any of the following?
 (“☑” Yes or No)

Function	Yes	No
Approval from referral source documented		
Screening criteria been properly applied		
Rationale for opening the case documented		

160. Do the audit standards for client consent forms include any of the following?
 (“☑” Yes or No)

Function	Yes	No
Copy in patient file		
Signed and dated by the client or his or her representative		
Appropriate time frames for obtaining the report		

161. Do the audit standards for timeliness of reports include any of the following? (“☑” Yes or No)

	Yes	No
Reports are written at appropriate intervals		
Completed and sent within a allotted time frame		

162. Do the audit standards accuracy and validity of cost savings calculations include any of the following? (“☑” Yes or No)

	Yes	No
Correct tabulations and format used		
Costs savings based on valid information		
Short term and long term savings documented separately		

163. Do the audit standards for content of reports include any of the following? (“☑” Yes or No)

	Yes	No
Information complete and relevant		
Information repetitious of previous reports appropriate and accurate		
Each major body system addressed in the initial assessment		
For progress reports have all authorized activities been completed or addressed		
Written justification if activities have not taken place		

164. Do the audit standards reports recommendations include any of the following? (“☑” Yes or No)

	Yes	No
Do the recommendations flow from the body of the report?		
Are the recommendations reasonable in terms of what is happening on the case?		
Reasonable in terms of costs, available alternatives, number of hours for completion and time frames.		
Authorizations of recommendations from the referral source documented.		

165. Do the audit standards for benefits expectations include any of the following? (“☑” Yes or No)

	Yes	No
Are reasonable benefits exceptions requested and authorized by the referral source?		
Are the benefits exceptions justified by the facts on the case?		
Is the authorization documented in the case notes?		
Are the time frames and duration of benefits expectations monitored appropriately?		

166. Do the audit standards for case notes include any of the following? (Yes or No)

	Yes	No
Are all-billable activities documented in the case notes?		
Do the case notes match the billing?		
Are the case notes sufficiently descriptive but not overly detailed unless requested by the client?		

167. Do the audit standards for placement and negotiations include any of the following? (Yes or No)

	Yes	No
Has client needs been adequately matched with a provider that has the resources to address them?		
Have reasonable rates been negotiated with the provider?		
Would it be beneficial to explore additional providers before making a recommendation?		

168. Do the audit standards for case closure include any of the following? (Yes or No)

	Yes	No
Has the recommendation for case closure been made in a timely manner?		
Is the case closure summary brief but descriptive?		
Are cost savings as a result of case management documented?		

169. When open cases have to be transferred to a new vendor is a consent form signed by the member before transferring medical records?

- Yes
- No

170. Are all case management system notes locked?

- Yes
- No

I. Disease Management – Medical, Only

171. Does the organization? (Yes or No)

	Yes	No
Have their own internal DM program		
Outsource DM services (if yes, indicate vendor)		

172. Is the DM strategy driven by any of the following? (Yes or No)

	Yes	No
Impact on utilization		
Quality of care		
Cost		

173. Is the DM program evaluated using any of the following studies? (Yes or No)

	Yes	No
Patient/employee and employer satisfaction		
Data on the programs administrative and clinical performance		
Cost benefit or cost effectiveness components		
Changes in disease-specific functional status measures		

174. Does the organization measure the direct medical costs that would have been incurred had the DM program not been implemented?

- Yes
- No

175. Does the organization cost benefit estimate the individual's income that would have been lost due to illness?

- Yes
- No

J. Health and Wellness – Medical, Only

176. Does the medical plan include, at no charge to Fulton County, any of the following? (“☑” Yes or No) Are any of these programs available for an additional charge? Can you provide these services on-site? Please provide any creative methods you have used to increase the overall member wellness for your clients.

	Yes	No
Smoking cessation classes		
Nutrition programs		
Women’s health		
High Cholesterol		
Preventative counseling		
Diabetes		
Weight management		
Asthma		
Hypertension		
Depression		

177. Are health risk assessments performed on all members?

- Yes
- No
-

178. Can any of the following information be accessed via Internet? (“☑” Yes or No)

	Yes	No
Disease specific information		
Educational services		
Dietary information		
Medication and drug information		

179. Are outcomes tracked?

- Yes
- No

180. Is the wellness program evaluated by? (“☑” Yes or No)

	Yes	No
Member participation		
Member satisfaction		

181. Will you provide Fulton County with a wellness coordinator to work with the County on wellness initiatives? Please explain.

K. Quality Improvement – Medical, Only

182. Does the organization have a department dedicated to QI?

- Yes
- No

183. Does the organization collect any of the following data? (“☑” Yes or No)

	Yes	No
Structure criteria		
Process criteria		
Outcome criteria		
HEDIS		

Member Satisfaction- Medical, Dental, Prescription Drugs, Vision and Mental Health

184. Is member satisfaction assessed by? (“☑” Yes or No)

	Yes	No
Evaluating member complaints and appeals.		
Evaluating requests to change practitioners and/or sites.		

185. Are practitioners and providers notified of the results of member satisfaction activities?

- Yes
- No

Consents

186. Does the organization inform members, practitioners, and providers of its policies and procedures on? (“☑” Yes or No)

	Yes	No
Obtaining consent for use of member medical information		
Allowing members access to their medical records		
Protecting access to member medical information		

187. Does the organization afford patients the opportunity to consent to or deny the release of identifiable medical or other information by the managed care organization, except when law requires such release?

- Yes
- No

188. Does the organization have written confidentiality policies and procedures to ensure the confidentiality of member information used for any purpose including policies for members who lack the ability to give consent?

- Yes
- No

189. Does the organization ensure that data shared with employers, whether fully insured or self-insured, are not implicitly or explicitly member identifiable, unless members provide specific consent?

- Yes
- No

Medical Records

190. Does the organization have medical record documentation standards? Please provide a copy of the policy.

- Yes
- No

L. Reporting/Communication – Medical, Dental, Prescription Drugs, Vision and Mental Health

191. Please furnish samples of standard claim, financial and utilization reports. What is the frequency of your standard reports?

- Monthly
- Quarterly
- Annually

192. Please describe your ability to provide reports provided to Fulton County.

193. Please describe your ability to provide “ad hoc” reports.

- Ad Hoc reports are available at no charge
- Ad Hoc reports are available at a charge
- No reports are available

194. If Ad Hoc reports are available:

- How much do you charge for such reports?
- What is your average turnaround time?

195. How are reports queried from your system? Is all information captured from the same system? Could Fulton County have access to your system?

196. Provide samples of the following communication materials in the Appendices of your proposal for your plans. Each set of your proposal should contain one copy of these materials.

- Provider directories
- Claim forms
- ID cards
- Enrollment forms
- Sample wellness/health promotion newsletter and program description
- Website address
- Sample Enrollment kits
- Other: (list)

197. Can members access directories, make PCP changes, inquire about plan design, referral status, etc. through your website?

- Yes
- No

198. What information do you provide on your Internet site? (Yes or No)

Member Can:	Yes	No
Check for a provider (Name, address and location)		
Check the status of a claim		
Check for their own EOB		
Print out (or request) an ID card		
E-mail a question		
Check to see which dependents are covered		
Create their own Personalized Health Page		
Review covered items under the plan on-line (i.e., On-line SPD)		
Other?		
Employer Can:	Yes	No
Print Reports		
Customize and Print Directories		
Order Supplies		
Ask a Question		
View Eligibility File		
Check Payment of Fees		
Other?		

Provider Can:	Yes	No
Check eligibility of member		
Submit a claim electronically		
Search for a specialist		
Check status of claim payment		
Check to see if an item is covered		
Review plan requirements (for Pre-Cert)		
Other?		

199. Are enhancements expected in the next year?

If yes, please describe all anticipated features.

M. Banking/Financial – Medical, Dental, Prescription Drugs, Vision and Mental Health

200. Please describe your banking requirements under a self-insured arrangement.

201. Are you willing to accept a delegation of fiduciary responsibility with respect to claim adjudication under your ASO contract?

- Yes
- No

202. Does your company undergo an annual financial audit? What was the result/opinion on the most recent audit?

203. Does your company undergo an annual audit of procedures and operating controls? If so, please provide results.

N. Questionnaire – COBRA Administration

204. How many years has your organization been providing COBRA compliance?

205. How many clients do you have as of 1/1/2005?

206. Do you have dedicated employees/unit to handle larger accounts?

- Yes
- No

207. What initial information is required from the employer for implementation?

208. If your organization's credit rating is low, what are your plans for accepting risk and maintaining archived COBRA documentation in the event that you cease operations?

-
209. Does your organization contractually accept liability for claims and penalties associated with compliance failures that are deemed to be your responsibility?
- Yes
- No
210. How many disputes and/or attempts at litigation are handled monthly?
211. Does your organization archive all information for a minimum of seven years?
- Yes
- No
212. If no, what is the minimum amount of time which your organization archive all information?
213. Does your organization archive the actual forms or is archiving outsourced to another organization?
- Yes
- No
214. What is your organization's method for tracking regulatory changes that may affect your clients?
215. How does your organization notify participants of their COBRA rights and obligations?
216. Does the Qualifying Event notice show what the qualified beneficiary is eligible to receive for benefits?
- Yes
- No
217. Does your organization provide monthly billing and collection, including return envelopes for premium payments?
- Yes
- No
218. How is the premium reimbursed to the employer?
219. Does your organization adjudicate elections and premiums payments by postmark or some other process?
- Yes
- No
220. Do your organization's CSRs handle disability and social security determination situations?
- Yes
- No

221. Does your organization send HIPAA certificates with proof upon loss of active employee coverage?

- Yes
- No

222. Does your organization send HIPAA certificates with proof when COBRA coverage terminates?

- Yes
- No

223. How is the employer notified of the coverage termination date?

224. For your organization's book of COBRA administration business, what is the average time a COBRA continuant remains on COBRA and what is the average number of COBRA continuants per 1,000 eligible employees?

O. Questionnaire - Stop Loss, Only

225. Please include a specimen contract with your proposal.

226. What is your maximum time for the submission of a specific stop-loss claim by the claims payer?

227. Please list any penalties for cancellation by Fulton County prior to the renewal date.

228. How long have you been actively engaged in insuring specific stop-loss?

229. Does your contract incorporate or require limitations for certain occurrences, e.g., transplant surgery, mental and nervous conditions, substance abuse, etc.?

230. Do you reserve the right to:

- Limit a particular participant/claimant as a condition of the renewal?
- Increase the specific deductible at time of renewal?

231. Do you underwrite your own specific stop-loss or do you use a third party intermediary?

- In-house
- Third Party

232. What is the maximum contractual time limit you allow for the payment of claims by the claims payer?

233. Will you reimburse cost-containment investigation expenses (e.g., hospital audits) if the claim penetrates into the specific stop-loss area?

234. Do you provide large case management? Is there a charge for this? Can you integrate with Fulton County's UM vendor?

-
235. Is life insurance required? If so, what is your minimum required coverage and associated premium rate?
236. Do you provide specific stop-loss coverage for COBRA beneficiaries?
- Yes
 - No
237. Existing COBRA beneficiaries on new business?
- Yes
 - No
238. What is your procedure for reimbursing Fulton County claims in excess of the specific stop-loss level?
239. What reports will you require from the claims administrator?
240. What reports will you provide to Fulton County?
241. What has been your average specific stop-loss premium rate increase for the deductible levels requested in 2005?
242. What will be your pre-existing condition limitation (PCL) provision for employees hired subsequent to the plan effective date? (Note: the PCL is to be waived for the initially enrolled group.)
243. What would be the decrement to your quoted premium rates to eliminate the PCL completely?
244. Please confirm that your quote does not include an actively-at-work (AAW) provision for current employees.
- Yes, provision included
 - No provision included
245. Are prescription drugs included in determining stop loss coverage?
- Yes
 - No

P. Questionnaire – Dental, Only

246. Are you able to administer the proposed scheduled dental plans currently offered by Fulton County?
- Yes
 - No - please note any plan deviations in Exhibit A.

247. Describe the selection process used for your dental provider network. Include:

- Sample of your current dentist application
- Procedures for verifying application information (do you use primary source verification?)
- Dentist profiling
- System for maintaining information
- Approval process for credentialing and selection
- Site visit procedures

248. How often is each dentist re-credentialed after the initial credentialing? How often are site visits conducted?

249. What information is verified during the dentist credentialing/re-credentialing?

- State license
- DEA
- Malpractice
- Site visits
- Primary source verification

250. What percent of practices in your network are not accepting new patients?

251. How is the need for additional providers identified? How are these needs filled and how long does this process take?

252. In the past, Fulton County members have not been aware of the portion of a dental claim for which the member will be responsible until after the procedure has been completed. What procedures can you recommend to ensure that members know their financial responsibility before the procedure is performed?

Q. Questionnaire – Prescription Drugs, Only

253. Please provide the following documents:

Document Requested		Yes	No
A	Copy of DUR edit reporting		
B	Copy of open formulary		
C	Copy of preferred drug list		
D	Copy of therapeutic quantity limitation list and protocols supporting limits		
E	Copy of therapeutic quantity limitation impact reporting		
F	Copy of recommended prior authorization drug products		
G	Copy of prior authorization reporting		
H	Samples of Utilization Management Reports		
I	Therapeutic Interchange Program Reporting (TIP List, YTD Statistics, and Outcomes Reports)		

Document Requested		Yes	No
J	Copy of mail order drug list		

254. What percent of your clients participate in your therapeutic interchange program? Please specify:

255. Is client participation in the TIP program voluntary?

- Yes
- No

256. What percent of requested interchanges result in a successful interchange (as defined by dispensing the new prescription at retail or mail)? _____%

257. How do you ensure that the TIP program provides financial benefit to plan sponsors and members?

258. Do you offer a generic sampling program?

- Yes
- No

259. What percent of clients participate in the program? Please specify:

260. What level of improvement (increase in generic dispensing %) have clients who participate in the generic sampling program realized?

261. Do you offer an academic detailing program?

- Yes
- No

262. How many physician visits resulted from the academic detailing program in 2004? Please specify:

263. What financial outcomes are associated with your academic detailing programs?

264. What percent of A/B rated generics are included in your MAC list? Please specify:

265. How quickly are newly approved generics (e.g. Prozac) added to the MAC list?

Drug Utilization Review

266. Please indicate if the following real time edits are performed, if the edits are “hard” or “soft” (can be overridden) and if reporting on frequency and dollar impact is provided to the client.

Edit	Check if Performed	Edit Type		Reporting Available	
		Hard	Soft	Yes	No
Therapeutic Duplicate					
Refill Too Soon					
Late Refill					
Drug-Drug Interaction					
Drug-Age					
Drug Pregnancy					
Drug – Disease Interaction					
Excessive Utilization					
High Daily Dose					
Low Daily Dose					
Other:					

267. Does your adjudication system allow the dispensing pharmacist to view all claims for a given patient filled at any pharmacy?

- Yes
- No

268. Does your organization perform retrospective DUR for all claims of a given client?

- Yes
- No

269. Please provide frequency of retrospective DUR:

- Quarterly
- Bi-annually
- Annually

Formulary

270. Please provide the following documents: (“” Yes or No)

Document Requested	Yes	No
Therapeutic class review for SSRIs, HMGs and Non-sedating anti-histamines		
Individual product reviews for Clariton, Lipitor, and Prozac		

271. Do you approve all new drugs for addition to your formulary on an immediate basis?

- Yes
- No

272. If you do not approve all drugs immediately upon release, how long do you wait until they are offered?

- 30 days
- 60 days
- 90 days
- Other (specify)

Exceptions: _____

273. How do you communicate changes to the formulary list to members?

274. Do you require manufacturers to detail any direct advertising plans before a drug is added to the formulary?

- Yes
- No

275. Do you perform medication compliance follow up with members?

- Yes
- No

276. What criteria do you use to target members for medication compliance checks?

277. Is your medication compliance programs funded by manufacturers?

- Yes
- No

278. Do you perform medication compliance interventions on only those drugs funded by manufacturers?

- Yes
- No

279. What is the average savings achieved by your prior authorization program per intervention?

280. What is the per-claim or per-intervention charge for administering a prior authorization intervention?

\$ Amount/claim _____

\$ Amount/intervention _____

Retail Network

281. Please provide the following documents: (“☑” Yes or No)

Document Requested	Yes	No
Copy of your network provider contract		
Copy of your criteria for selecting a pharmacy for an audit		
1. On-site Audit		
2. Desk Audit		
Sample report of a recent network audit		
Description of network incentive programs		

282. Frequency of network contract renewals:

- Annually
- Evergreen

283. How do you monitor network compliance in terms of their contract?

Questionnaire -- Mental Health, Only

284. Please complete the following exhibit for your proposed mental health services:

Service Offering	Proposed
Ability to match current plan	
Number of MH providers in network	
Toll free number included?	
Does your MH network include an EAP? Must Fulton County elect both the EAP and MH network?	
Member service hours: (please distinguish between the MH and EAP network) Standard hours After – hour access	
Average provider discount	
Are the MH providers the same as the EAP providers?	
What type of employee issues does the EAP help to address? (e.g., legal, financial, drug-related)	
Access match – MH	Please refer to Exhibit G
Access match – EAP	Please refer to Exhibit G
Proposed Fee – MH – PEPM	
Proposed Fee –EAP - PEPM	

EXHIBIT E. ADMINISTRATIVE PROCEDURES

SERVICES TO BE PROVIDED

As the administrator or insurer for Fulton County's benefit program(s), you will be required to provide, at a minimum, the following services. Please provide in **specific detail** all services provided in your administrative services fees.

In the event that you are unable to comply with one of the services requested, please specifically note that fact in your response.

Please indicate any items requiring additional charges and the charge amounts.

Legal Services, such as:

- Preparing and filing all legal documents necessary to implement and maintain the plan, including policies, amendments, contracts, required state filings, and development of booklet/certificate formats
- Necessary legal defense in the event of litigation, including all costs inuring thereto
- Claim fiduciary responsibilities under ERISA for claim adjudication
- Monitoring federal and state legislation affecting the plans
- Routine underwriting- and actuarial-related contract services
- Preparing annual Schedule A forms (Form 5500)
- Maintaining required provider network and any review services entailed

COBRA and HIPAA Administration

COBRA and HIPAA administration services are requested as well. You should note that there is a specific section of the RFP questionnaire with regard to these services.

Claim Adjudication

Claims will be submitted using a direct claim submission arrangement whereby employees or the provider of services will submit the claim directly to the carrier. You will certify eligibility, with benefit payments being sent directly to the provider and/or employee, as appropriate. Your claim administration services must include:

1. Receipt and maintenance of historical claim data and eligibility rosters from the current vendor. Liaison with the current vendor as needed.

-
2. Claim forms as deemed necessary.
 3. Appropriate Explanation of Benefits (EOB) paid or denied for PPO. Denied only for HMO.
 4. Printed instructions for completing any necessary forms as well as a description of whatever documentation must accompany the claim for processing. Initially, claim kits must be prepared.
 5. Review, adjudication, processing and payment of all claims including folding, stuffing, addressing, and mailing (including postage) of all drafts, EOBs and forms.
 6. A designated toll-free telephone number arrangement for Fulton County employee use in obtaining claim information.
 7. Proper administration of all COB, non-duplication, no fault, and other subrogation provisions.
 8. Administering and maintaining reasonable and customary data.
 9. Contact and communication with claimants and providers as required to resolve problems or respond to questions. Provider “flagging” should be initiated when required due to ongoing submission of questionable claims.
 10. Claim investigation and analysis prior to payment. This is especially true with regard to questionable claims or an instance where a fee or charge is in excess of your reasonable and customary profile. In the event that a claim is determined to be unusual or in excess of the R&C level, it will be your responsibility to obtain the necessary information for documentation of the claim from either the employee or provider.
 11. Determinations with respect to denied or partially denied claims, including review or suspect claims.
 12. Recoupment of overpayment to providers.

Management Reports

To provide a proper accounting for the ongoing management of the Fulton County plan, you must be able to provide the County with a standard and periodic reporting package. It is required that quarterly reports be available no later than three weeks following the end of the month in question. The report must be able to reflect experience by line of coverage, split between active and retired employees, including retirees under age 65 and retirees age 65 and older, dependents and COBRA participants, plus a total for all activity.

Currently Blue Cross Blue Shield provides Fulton County with a “standard” reporting package, including (but not limited to) monthly claims data, financial reports, utilization reports, beneficiary services report and a claims review report. Please provide **samples** of the types of reports your organization will prepare for Fulton County, and please indicate the frequency with which these reports will be provided.

Annual Financial Accounting Reports

It is required that you provide a year-end financial accounting for the Fulton County program within 150 days of the contract anniversary date.

This report should include premium and claim experience by line of coverage split between employee and dependent. Such experience is to be reflected on both an annualized and a month-by-month basis indicating claims paid, number of transactions/EOB's occurring in each month, and the number of employee and dependent lives exposed for each month of the plan year. The report must also provide a full disclosure of administrative costs as well as an identification of the required IBNR reserve. Retention and other expenses must be disclosed on a gross basis and also net after interest credits and charges.

Interest charges and credits attributable to the program must be detailed along with the applicable interest rates and the basis for interest computations.

Installation Services

If you are awarded this program, it will be your responsibility to:

1. Receive initial eligibility data and updates electronically.
2. Prepare, submit for approval, print, and distribute standard employee identification cards to covered employees and their eligible dependents.
3. Design, submit for approval, and print claim forms, which will be used by plan participants for the submission of claims in out-of-network and out-of-area plans.
4. Review all plans, draft plan abstracts, and confirm plan provisions with Fulton County.
5. Draft, revise, and finalize the policy and benefit summaries (SPDs/booklets) for review by Fulton County.
6. Distribute any benefits related materials including but not limited to SPDs, provider directories, communication pieces, etc., to employees by mailing such materials to the employee's home address. Postage should be included.
7. Provide employees with a means to access provider directories online.
8. Load all data for claim adjudication and ongoing plan management.
9. Provide all reasonable assistance as may be requested during the transition period, including participation at employee meetings.

Note: You will be responsible for drafting, printing, and distributing enrollment forms, ID cards, claim forms, claim instructive materials, claim envelopes, claim kits, and employee booklets with ERISA language.

Renewal Services

With regard to renewal activity, you will be asked to provide the following information:

1. A complete description of the methodology inherent in your renewal workup.
2. A definition of all terms and itemization of all assumptions used including projected claims, trend factors, and the formulae involved, plus a complete explanation of the logic inherent in the final renewal fee package.
3. Estimated or actual identification of expenses, including IBNR, claim administration expense, other expenses, and a detailed allocation of your administrative cost projections.
4. Premium and rate justification.
5. Comparison of old and new rates and factors.

Ongoing Services

Currently, Fulton County meets with Blue Cross Blue Shield on a monthly basis to discuss the current status of the account. The County meets with Eckerd Health Services, Group Insurance Administration, Inc. and Cameron & Associates, Inc. on a quarterly basis.

At the onset of the new contract, it is the County's intent to meet with the selected vendor on a monthly basis to ensure proper implementation of the account and to discuss administrative issues that may arise. Monthly meetings will continue for as long as the County deems necessary, to ensure the contract is performing above standard. At that time, and at the County's discretion, the County may change to meeting with the selected vendor on a quarterly basis or continue with monthly meetings.

It is also expected that your account executive or account manager will assist Fulton County in the ongoing administration of the program, including plan design and cost analysis in the event of new benefits being developed or a change in the existing benefit structure. Ongoing assistance is required in administration, claim adjudication, enrollment meeting assistance, and general problem solving.

Please use the following table to describe the administrative procedures you are willing to propose to Fulton County.

Procedure	Proposed
Open enrollment process <ul style="list-style-type: none"> • Materials • Support 	
Ongoing enrollment <ul style="list-style-type: none"> • Eligibility certification • new hire/term procedures • Other employee changes (e.g., address) 	
Banking process <ul style="list-style-type: none"> • Banking arrangement • Frequency of wiring • Reconciliation 	
Legal services <ul style="list-style-type: none"> • Fiduciary responsibility • Monitoring of legislation impacting the plan • Routine underwriting/ actuarial related services • Schedule A prep. 	
Network issues <ul style="list-style-type: none"> • Maintenance of current network arrangements/fee schedules • Provider contracting 	
Claim administration <ul style="list-style-type: none"> • direct claim submission • Receipt and maintenance of claim data/eligibility tapes • Claim forms • Appeals process • Review, adjudication, processing and payment of all claims including mailing and postage • Toll-free telephone number • Administration of COB, non-duplication, no fault and other subrogation 	

<p>Customer service</p> <ul style="list-style-type: none"> • Dedicated customer service reps • Toll-free telephone number • Hours (current?) • Language (e.g., English and Spanish?) • Contact and communication with claimants and providers as required to resolve problems • “Flagging” of questionable claims 	
<p>Account Representation/Support</p> <ul style="list-style-type: none"> • Meetings • Ongoing communication 	
<p>Technology support</p> <ul style="list-style-type: none"> • Web-based tools • Employee access 	
<p>Reporting services</p> <ul style="list-style-type: none"> • Banking reports • Monthly, quarterly and annual reports provided • Summary reports Fulton County specific data 	

Section 10: Appendices

- **Appendix A – Census Information**
- **Appendix B – Experience (Claims and Enrollment)**
- **Appendix C – Detailed Plan Designs**

APPENDIX A. CENSUS INFORMATION

File Name	Description
Active Census.xls	Census data for active employees currently participating in the medical/dental/vision plans and all eligible employees
Retiree Census.xls	Census data for retired employees currently participating in the medical/dental/vision plans and all eligible retirees

APPENDIX B. EXPERIENCE (CLAIMS AND ENROLLMENT)

The following information is provided to assist in the evaluation/proposal process:

File Name	Description
Paid Claims.xls, Active Medical Tab Paid Claims.xls, Retiree Medical Tab	Blue Cross Blue Shield claims data for 2003, 2004 and 2005 YTD
REV BCBS Large Claimants.xls	Blue Cross Blue Shield large claims data for 2003 and 2004
Paid Claims.xls, Prescription Tab	Eckerd Health Services claims data for 2003, 2004 and 2005 YTD
Paid Claims.xls, Dental Tab Paid Claims.xls, Vision Tab	Group Insurance Administrators data for 2003, 2004 and 2005 YTD
Paid Claims.xls, Mental Health Tab	Cameron & Associates data for 2003, 2004 and 2005 YTD

APPENDIX C. DETAILED PLAN DESIGNS