

GREATER TOMPKINS COUNTY MUNICIPAL HEALTH INSURANCE CONSORTIUM

Medicare Advantage Plan Request for Proposals (RFP)

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RFP Response Due Date: Friday, June 28, 2018 no later than 10 a.m.

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INTRODUCTION

The Greater Tompkins County Municipal Health Insurance Consortium (GTCMHIC), hereinafter referred to as “the Consortium”, is requesting insurance proposals from insurance companies to provide a Medicare Advantage Plan to the Medicare-Aged Retirees of the Consortium and their eligible spouses. Medicare Advantage Plans are health care options (like an HMO or PPO) for the Medicare program. These are programs approved by Medicare and run by private companies. They provide all Part A and Part B covered services, many times with extra benefits such as drug coverage. The Consortium currently provides Medicare-Aged Retirees with a Medicare Carve-Out Plan which is the same Medical Plan provided to Active Employees and a Medicare Supplement Plan. The Prescription Drug Plan for Medicare-Aged Retirees does vary depending on the individual’s retirement date. However, the overwhelming majority of the Retirees are in a Prescription Drug Plan which includes co-payments of \$10 Tier 1 / \$25 Tier 2 / \$40 Tier 3 for any 30-day supply of prescription medications purchased at the retail pharmacy and \$30 Tier 1 / \$75 Tier 2 / \$120 Tier 3 co-payments for any 90-day supply of prescription medications purchased through either the retail pharmacy or through the Mail-Order Program.

A comprehensive benefit listing is attached to this Request for Proposals (RFP) for your review and reference (Attachment A). It is imperative that the selected insurance company provide a program that is substantially comparable to the existing benefits. The evaluation of proposals will key in on three primary factors; premium rates, overall benefits, and geographical coverage area. The Consortium will play an integral part in the evaluation phase of this RFP Process.

The Consortium desires to review various insured options for the provision of medical benefits to its Medicare-Aged Population. The primary goal is to contain rising medical benefit costs, while maintaining a quality benefits package. At this time, the Consortium has retained Locey & Cahill, LLC to assist in obtaining the necessary information to select a qualified insurance company.

OVERVIEW OF THE GREATER TOMPKINS COUNTY MUNICIPAL HEALTH INSURANCE CONSORTIUM

The Consortium is a self-insured, Article 47 Plan, that offers medical and prescription drug coverage to its participants. Currently the Consortium covers more than 2,800 employees and retirees and is made up of the following municipalities:

City of Cortland	City of Ithaca	County of Tompkins
Town of Caroline	Town of Danby	Town of Dryden
Town of Enfield	Town of Groton	Town of Ithaca
Town of Lansing	Town of Ulysses	Village of Cayuga Heights
Village of Dryden	Village of Groton	Village of Trumansburg
Village of Homer	Town of Willet	Town of Marathon
Town of Virgil	Town of Truxton	Village of Union Springs
Town of Aurelius	Town of Montezuma	Town of Moravia
Town of Preble	Town of Springport	Town of Scipio
Town of Cincinnatus	Town of Owasco	Town of Newfield
Town of Homer	Town of Niles	Seneca County
Town of Mentz	Town of Big Flats	Village of Horseheads
Village of Freeville	Village of Lansing	Town of Sennett

The Consortium was awarded Article 47 certification on October 1, 2010 with an operational effective date of January 1, 2011. The Consortium initially consisted of thirteen municipal corporations within Tompkins County. Each year additional Municipal Corporations have joined the Consortium, bringing the total in 2019 to 39. In 2015, the Consortium expanded its market area to the six (6) contiguous counties to Tompkins.

DESIRED COVERAGE PARAMETERS

The Consortium currently insures 6,000 covered lives. Of that grand total, 670 are retired, over 65, and have Medicare as primary. These Medicare primary retirees are current covered by the Consortium's Medicare Supplement or PPO or Indemnity plan. In addition to the 670 retirees noted above, several of our municipal partners have their Medicare eligible retirees enrolled, 90 in all, with third party Medicare Advantage Plans. The predominant plan used by these municipal partners is Medicare Blue PPO Small Group Option 1 (PPO).

THE CONSORTIUM is seeking proposals for a pass-through Medicare Advantage Plan to offer to the current 90 Medicare eligible retirees that are covered by third-party Medicare Advantage plans. Most retirees covered by THE CONSORTIUM plans are done so by collective bargaining agreements. Their conversion to Medicare Advantage is not guaranteed, but certainly an option.

THE CONSORTIUM has grown its risk pool of covered lives since inception of 4,400 covered lives to 6,000 covered lives for 2019 (36% growth). The rate of growth has been accelerating in recent years with 2019 showing a growth in covered lives of 15%. Most of this growth is with municipal partners that either don't cover retirees or cover their retirees with a third-party Medicare Advantage plan. The bottom line is we expect continued growth in the number of retirees that could be subscribers to the proposed pass-through Medicare Advantage plan.

SELECTION CRITERIA

The Consortium's selection of an insurer and Medicare Advantage will be based on several critical areas (the following list is not necessarily ranked in any specific order):

1. Proposer Qualifications and References
2. Medical and Prescription Drug Plan Design
3. Insurer / Plan Geographical Coverage
4. Premium Rate Pricing

The selection of an insurance company and plan will be based upon each organization's abilities and capabilities as identified by the submitted proposals. Your response should follow each of the questions identified in the Request for Information (Section IV), repeating each question prior to giving your answer. Your responses should be direct and brief.

At the Consortium's request, interviews may also be conducted to better assess finalist's capabilities and limitations.

Any questions regarding this RFP should be directed in writing to:

Michelle Cocco, Administrative Clerk
GTCMHIC
125 E. Court Street
Ithaca, New York 14850
e-mail: Consortium@tompkins-co.org

All questions about the meaning or intent of the specifications must be submitted to the aforementioned designated person in writing. Answers to questions will be issued by the Addenda mailed or delivered to all parties recorded as having received the RFP documents and posted on the Consortium's. Questions received less than four (days) prior to the date of submission of proposals will not be answered. Only questions answered by formal written Addenda will be binding.

Required Documents

The Greater Tompkins County Municipal Health Insurance Consortium is utilizing the RFP/Bid processes utilized by the County of Tompkins.

The attached list of documents and all requested information must be submitted with your proposal. If you fail to provide any of the required documents or information, your proposal will be deemed incomplete and may be removed from consideration for this service.

Instructions to Bidders

1. Read all documents contained in this bid specification package.

Proposals and any other required documents shall be submitted online at the following location: www.bidnetdirect.com/new-york. Bidders who do not have, or cannot obtain internet access must contact the Purchasing Division, (607) 274-5500 for further submission instructions. ***NOTE: If you have difficulty submitting your bid or RFP please contact BidNet at 800-835-4603. If they cannot resolve the issue, please contact the Purchasing Division via email (preferred), purchase@tompkins-co.org or by telephone, (607) 274-5500 immediately for assistance or further instructions. If you do not receive a response from the Purchasing Division you may contact (607) 274-5544.**

2. Proposals shall be uploaded and responded to no later than the date and time indicated in the specifications.
 - (a) Once all files have been submitted bidders may contact the Purchasing Division by email to confirm that it has been received, purchase@tompkins-co.org.
3. Proposal responses are due no later than **Friday, June 28, 2019 @ 10 AM.**
4. The Consortium reserves the right to reject any or all bids in whole or in part, to waive all informalities, and to disregard all non-conforming, non-responsive or conditional bids.
5. Complete sets of RFP Documents must be used in preparing bids/proposals. The Consortium does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of RFP Documents.
6. All bidders shall submit the Vendor Responsibility Questionnaire, also included as part of the bid/RFP specifications, as part of their bid/proposal.
7. The Consortium may make such investigations it deems necessary to determine the ability of the bidder to provide the services and/or goods described within the specifications. The bidder shall furnish to the Consortium all such information and data for this purpose as may be requested within five (5) days of such request.
8. Bidders are responsible for reporting, in writing, any errors found in the bid specifications to Tompkins County Purchasing, 125 E. Court Street, Ithaca, NY 14850, or consortium@tompkins-co.org. Failure to report errors constitutes acceptance as written.
9. Questions about, or clarifications to, the technical specifications must be made in writing to Tompkins County Purchasing, address above, or email to consortium@tompkins-co.org prior to the bid opening. Such questions must be received by the buyer at least five (5) calendar days prior to the bid due date unless otherwise indicated. Verbal questions may not be entertained.
10. The Consortium reserves the right to "Revise" or "Amend" the bid specifications prior to the bid opening date by written "Addenda". It is the responsibility of the bidder to ascertain whether any addenda have been issued by checking with the Purchasing Division prior to submitting their bid.
11. No charge shall be allowed for federal, state, municipal sales, surcharges, or excise taxes from which the Consortium is exempt. Exemption certificates will be forwarded to the successful bidder upon request.

12. Bidders shall indicate on the cover page of their electronic bid the following information: A. Title of Bid B. Date & Time of Bid Opening C. Company Name Bidders submitting “alternate” pricing, products, or services must do so as a separate bid package unless otherwise specified, to be considered for award. Each bid must be submitted under separate cover and will be considered on its own merits.
13. In an effort to promote greater use of recycled and environmentally preferable products and minimize waste, all responses submitted should comply with the following guidelines:
 - A. All copies should be delivered electronically
 - B. Unnecessary samples, attachments or documents not specifically asked for should not be submitted.
14. The following forms are to be submitted with the bid package:
 - A. Tompkins County bid form, filled out in its entirety
 - B. Non-Collusive Affidavit, signed and dated
 - C. Insurance Certificate, completed and signed by insurance agent
 - D. Anti-Discrimination Clause, signed and dated
 - E. References as indicated in the bid specifications
 - F. W-9 Request for Taxpayer Identification Number and Certification
 - G. Bid Sign-Off Sheet, filled out in its entirety
 - H. Prevailing Wage Receipt Form
 - I. Vendor Responsibility Form
 - J. Iran Divestment Act Compliance Form
 - K. Livable Wage Form
 - L. Any other information required in the bid specifications

Under no circumstances is it necessary to return the technical specifications with the bid. The bidder should retain them for their records.

15. Bidders submitting a bid will be supplied with a copy of the bid tabulation, upon request, with the bid award information as soon as they become available.
16. Failure to submit any of the above data may result in the rejection of the bid as non-responsive. Furthermore, the Consortium reserves the right to require the vendor to supply any additional information it deems necessary to determine the successful responsive/responsible vendor and further to waive any minor informalities it deems to be in its best interest.
17. All bids submitted to the Consortium become the property of the Consortium and are subject to Public Information Policy. Any confidential information, such as a company’s financial status, if required by the specifications, shall be submitted in a separate sealed envelope with the word “CONFIDENTIAL” on the outside.
18. The apparent silence of the specifications as to any details or the omission from it of a detailed description concerning any point shall be interpreted as meaning that only the best commercial practices are to prevail and that only materials and workmanship of first quality are to be used, specified or accepted.
19. The Consortium reserves the right to consider a bid “incomplete” or “non-responsive” if it is not submitted in accordance with the provision of the specifications, or to waive informalities in any bid as received. The Consortium also reserves the right to reject any and all bids that do not prove to be in the best interest of the Consortium without cause.

INSURANCE PLAN SELECTION AND IMPLEMENTATION TIME-TABLE

TASK DESCRIPTION		DATE	JUN	JUL	AUG	SEP
1	Distribution of Request for Proposal (RFP)	June 10, 2019	X			
2	RFP Response Deadline <i>Friday <u>June 28</u> at 4:30 p.m.</i>	June 28,2019	X			
3	Responses Evaluated			X		
4	On-Site Interviews (if necessary)			X		
5	Recommendation to Audit and Finance Committee				X	
6	Consortium Board of Directors					X
7	Implementation	Oct-Dec 2019				
8	Effective Date	Jan. 1, 2020				

RFP DOCUMENT – MEDICARE ADVANTAGE PLAN

RFP DISTRIBUTION – IMPORTANT NOTICE

On behalf of the Consortium, the County of Tompkins is the lead agent in issuing the RFP and accepting responses. RFP documents are distributed through the Tompkins County Purchasing Division Office notification system which can be accessed via the following: www.bidnetdirect.com/new-york

Copies of RFP documents obtained from any other source are not considered official documents. Only those vendors who obtain bidding documents from either the Purchasing Division are guaranteed to receive addendum information, if such information is issued.

If you have obtained this document from a source other than the Tompkins County Purchasing Division, it is strongly recommended that you obtain an official copy.

Those submitting Proposals do so entirely at their expense. There is no express or implied obligation by the Consortium to reimburse any firm or individual for any costs incurred in preparing or submitting Proposals, preparing or submitting additional information requested by the Consortium, or for participating in any selection interviews.

ARTICLE 1: PURPOSE

- 1.1 The Consortium is seeking proposals from insurance companies to provide a Medicare Advantage Plan to the Medicare-Aged Retirees of the Consortium.

ARTICLE 2: RECEIPT OF PROPOSALS

- 2.1 The proposal submitted by the individual Proposer(s) is the document upon which Consortium will make its initial judgment regarding the Proposer's qualifications, understanding of the Consortium's scope and objectives, methodology, and ability to complete services under the contract.
- 2.2 Submission of any Proposal indicates acceptance of the conditions contained in the RFP, unless clearly and specifically noted otherwise in the Proposal.
- 2.5 The Consortium reserves the right to reject any and all Proposals, in whole or in part, submitted in response to its RFP.
- 2.6 The Consortium reserves the right to waive any and all informalities and to disregard all non-conforming, non-responsive or conditional Proposals.
- 2.7 The Consortium may, at any time by written notification to all Proposers, change any portion of the RFP described and detailed herein.

- 2.8 Proposals will be examined and evaluated by the **Consortium**.
- 2.9 During the evaluation of Proposals, the Consortium may require clarification of information or may invite Proposers to an oral presentation to amplify and/or validate Proposal contents.

ARTICLE 3: QUALIFICATION OF PROPOSER:

Provide a statement of Proposer qualifications including:

- 3.1 Provide the name, a brief history and description of your firm, including your firm's most recent annual report.
- 3.2 Identify your firm's professional staff members who would be involved in the Consortium's engagement and state the location of the office from which each works. Describe the experience each possesses and attach a copy of a resume for each.
- 3.3 Name and title of person(s) authorized to bind the Proposer, together with the main office address, telephone number (including area code), fax number, and e-mail address.
- 3.4 Detail your firm's experience, including a description of your firm's experience working with clientele similar to the Consortium.
- 3.5 Provide full disclosure relative to any government investigations, indictments, and/or convictions your firm has experienced relative to proven or suspected violations of the Laws of the State of New York and/or the United States of America.
- 3.6 Provide any additional information that would distinguish your firm in its services to the Consortium (e.g., electronic billing, on-line membership management, detailed reporting, etc.).
- 3.7 Provide at least five (5) references from similar projects including name, addresses and telephone numbers.
- 3.8 In addition, the Consortium may make such investigations it deems necessary to determine the ability of the Proposer to perform the work. The Proposer shall furnish to the Consortium, within five (5) days of a request, all such information and data for this purpose as may be requested. The Consortium reserves the right to reject any Proposal if the information submitted by, or investigation of, such Proposer fails to satisfy the Consortium that such Proposer is properly qualified to carry out the obligation of the contract and to complete the work contemplated therein. Conditional Proposals will not be accepted.

ARTICLE 4: TERM OF CONTRACT:

- 4.1 The initial contract period shall be for the term three (3) years. At the end of the initial term, the Consortium will retain the option to continue the contract for another term(s), as determined by the Consortium. Said contract shall contain a clause giving the Consortium the ability to terminate the agreement without cause or default and without recourse or damages against the Consortium, at any time upon thirty days notice.
- 4.2 The successful Proposer shall execute a contract with the Consortium in substantial conformance with this RFP.

ARTICLE 5: COST PROPOSAL:

- 5.1 Submit a cost proposal for the services described on the Cost Proposal Form included herein.
- 5.2 Provide any other relevant information that will assist the Consortium in evaluating your Proposal.

ARTICLE 6: RIGHT TO AUDIT:

- 6.1 The Consortium shall have access to and may examine such books, records, documents, accounts and other evidence pertinent to performance under the Agreement upon reasonable notice to the successful proposer, and at the successful proposer's office during regular business hours. The Consortium reserves the right to assign outside auditors to perform said examinations. Additionally, the successful proposer will be subject to an annual audit by an independent certified public accountant who shall provide an opinion with regard to accounting procedures and internal control procedures of the successful proposers.
- 6.2 The selected carrier may not charge extra fees for providing reports and/or data or for space and equipment utilized by outside auditors. Upon completion of the audits, the selected carrier's representatives should make themselves available to the Consortium in order to resolve any deficiencies and/or shortcomings of the selected carrier's services.

ARTICLE 7: CONFIDENTIALITY:

- 7.1 To protect the confidentiality of the information contained in this RFP, proposer shall take all necessary steps to ensure information relating to this RFP and any other Consortium information is not obtained by any persons within proposers organization or any third party, without the express written authorization of the Consortium.

ARTICLE 8: TRADE SECRET AGREEMENT:

- 8.1 A Trade Secret is a confidential practice, method, process, design or other information used by a company to compete with other businesses. The selected vendor(s)/carrier(s) may be required to sign a “Trade Secret Agreement” which protects the confidentiality of all data furnished by the Consortium and/or its agents (representatives).

ARTICLE 9: PROPOSAL SUBMISSION:

- 9.1 In order for the Consortium to conduct a uniform review process of all proposals, proposals must be submitted in the format set forth below. Failure to follow this format may be cause for rejection of a proposal because adherence to this format is critical for the Consortium’s evaluation process:

SECTION I:

Title Page - The Title Page should reflect the Request for Proposal subject, name of the proposer, address, telephone number, e-mail address, and contact person.

Table of Contents -The Table of Contents must indicate the material included in the proposal by the section and the page number.

SECTION II:

Qualifications / Experience - The Qualification / Experience Section must address proposer’s qualifications and experience to carry out the requested services, inclusive of, but not limited to: qualifications to do business in NYS, number of years in business and length of experience, and resumes of professional staff members who may be involved in the Consortium engagement. ***Proposer should address items 3.1-3.7 of Article 3: Qualification of Proposer of this RFP.***

SECTION III:

Plan Implementation - The Plan Implementation Section must address the Scope of Services in terms of the Proposer’s plan to carry out the requested service. This section must include a detailed transition plan outlining the steps necessary for an uneventful and seamless implementation of your company’s proposed plan.

SECTION IV:

Proposers Questionnaire - This section of your response should include the completed questionnaire found in Criterion 1 - 5 of this RFP (pages 20-26).

ARTICLE 10: PROPOSAL EVALUATION:

- 10.1 Proposals will remain valid until the execution of a contract by the Consortium, unless otherwise rejected consistent with this RFP.

- 10.2 All proposals must contain a detailed transition plan outlining the steps necessary to be undertaken for a smooth and order implementation of your company's proposed plan.
- 10.3 Proposals received will be evaluated and scored by the **Consortium** with the assistance of the Consortium's Consultant, Locey & Cahill, LLC. Proposals shall be evaluated based upon the following criteria.

<i>Criterion Description</i>		<i>Score Weight %</i>
1	Proposer Qualifications and References	10%
2	Medical and Prescription Drug Plan Design	40%
3	Insurer / Plan Geographical Coverage	20%
4	Premium Rate Pricing	30%
5	Mandatory Documentation	Required

- 10.4 Proposals will be examined and evaluated by the **Consortium** with the advice of the Tompkins County Purchasing Agent to determine whether the requirements of this RFP are met and to make a recommendation to the Consortium Board of Directors for a contract award.

ARTICLE 11: ALTERNATIVES:

- 11.1 Proposer should include in its Proposal items not specified in this RFP which it would consider pertinent. All such alternatives must be listed separately from the Proposal and the cost thereof must be separate and itemized.

ARTICLE 12: INDEMNIFICATION:

- 12.1 The successful Proposer shall defend, indemnify and save harmless the Consortium, its employees and agents, from and against all claims, damages, losses and expenses (including without limitations, reasonable attorneys' fees) arising out of, or in consequence of, any negligent or intentional act or omission of the successful Proposer, its employees or agents, to the extent of its or their responsibility for such claims, damages, losses and expenses.

ARTICLE 13: SPECIFICATION CLARIFICATION:

- 13.1 All inquiries with respect to this Request for Proposals must be directed to the Consortium as follows:

Michelle Cocco, Administrative Clerk
GTCMHIC
125 E. Court Street
Ithaca, New York 14850
e-mail: Consortium@tompkins-co.org

- 13.2 All questions about the meaning or intent of the specifications must be submitted to the aforementioned designated person in writing. Replies will be issued by the Addenda e-mailed to all parties recorded as having received the proposal documents and also posted on the Consortium's website.. Questions received less than four (days) prior to the date of submission of proposals will not be answered. Only questions answered by formal written Addenda will be binding.

ARTICLE 14: MODIFICATION AND WITHDRAWAL OF PROPOSALS:

- 14.1 Proposals may be modified or withdrawn at any time prior to the opening of proposals by an appropriate document duly executed (in the manner that a Proposal must be executed) and delivered to the place where proposals are to be submitted.
- 14.2 If within twenty-four (24) hours after the proposals are opened, any Proposer files a duly sworn notice with the Consortium and promptly thereafter demonstrates to the reasonable satisfaction of the Consortium that there was a material and substantial mistake in the preparation of its Proposal, that Proposer may withdraw its Proposal and the Proposal Security, if any, will be returned. Thereafter, that Proposer will be disqualified from making a further or additional proposal on the work contemplated by this RFP.
- 14.3 Each Proposal shall state that it is a firm offer for a period of not less than ninety (90) days from the Proposal opening date. After expiration of the firm offer period, if no contract award has been made, a Proposal may be withdrawn if the Proposer does so in writing directed to the Consortium; otherwise, proposals remain in effect consistent with the terms of this RFP.

ARTICLE 15: PROPOSAL SECURITY:

- 15.1 No Proposal Security is requested for this Proposal.

ARTICLE 16: INSURANCE AND SECURITY REQUIREMENTS:

16.1 In accordance with New York State General Municipal Law §92-a(iv), the successful proposer may be required to furnish a surety bond, irrevocable letter of credit or equivalent security, in a form and amount acceptable to the Consortium Board of Directors, to secure the contract administrator's or other service provider's performance under the agreement.

16.2 The successful Proposer will be required to produce and maintain, at its own expense, the following insurance coverage:

(a) **Workers' Compensation and Employer's Liability Insurance:** A policy or policies providing protection for employees in the event of job-related injuries.

(b) **Automobile Liability Insurance:** A policy or policies of insurance with the limits of not less than \$500,000 combined for each accident because of bodily injury, sickness or disease, sustained by any person, caused by accident, and arising out of the ownership, maintenance or use of any automobile for damage because of injury to or destruction of property, including the loss of use thereof, caused by accident and arising out of the ownership, maintenance or use of any automobile.

(c) **General Liability Insurance:** A policy or policies or comprehensive all-risk insurance with limits of not less than:

<u>Liability For:</u>	<u>Combined Single Limit</u>
Property Damage	\$1,000,000
Bodily Injury	\$1,000,000
Personal Injury	\$1,000,000

(d) **Errors and Omissions Insurance:** A policy or policies with limits not less than \$1,000,000.

16.3 Each policy of insurance required shall be of form and content satisfactory to the Consortium Attorney:

(a) The Consortium shall be named as an additional named insured.
Proposal number must appear on policy.

(b) The policy shall not be changed or canceled until the expiration of thirty (30) days after written notice to the Consortium. It shall be automatically renewed upon expiration and continued in force unless the Consortium is given at least thirty (30) days written notice to the contrary.

ARTICLE 17: CASH DISCOUNT:

- 17.1 Cash discounts may be offered by a Proposer for prompt payment of bills, but such cash discounts will not be taken into consideration in determining the low Proposer.
- 17.2 For purposes of any applicable cash discount, the payment date shall be calculated from the receipt of invoice or final acceptance of the goods, whichever is later.

ARTICLE 18: FREEDOM OF INFORMATION LAW:

- 18.1 The New York State Freedom of Information Law as set forth in Public Officers Law, Article 6, Section 84-90, mandates public access to government records, however, proposals submitted in response to this RFP may contain technical, financial background or other data, public disclosure of which could cause substantial injury to the Proposer's competitive position or constitute a trade secret. Proposers who have a good faith belief that the information submitted in their proposals is protected from disclosure under the New York Freedom of Information Law must clearly identify the pages of the proposals containing such information by typing in bold face on the top of each page, "**THE PROPOSER BELIEVES THAT THIS INFORMATION IS PROTECTED FROM DISCLOSURE UNDER THE STATE FREEDOM OF INFORMATION LAW**". The Consortium assumes no liability for disclosure of information so identified, provided that the Consortium has made a good faith legal determination that the information is not protected under applicable law or where disclosure is required to comply with an order or judgement of a court of competent jurisdiction.

ARTICLE 19: REMEDY FOR BREACH:

- 19.1 In the event of a breach by CONTRACTOR, CONTRACTOR shall pay to the CONSORTIUM all direct and consequential damages caused by such breach, including, but not limited to, all sums expended by the CONSORTIUM to procure a substitute contractor to satisfactorily complete the contract work, together with the CONSORTIUM's own costs incurred in procuring a substitute contractor.

ARTICLE 20: MACBRIDE PRINCIPLES:

- 20.1 Contractor/Proposer hereby represents that said contractor/proposer is in compliance with the MacBride Principles of Fair Employment as set forth in Consortium Local Law No. [3] for 1993, in that said contractor/proposer either (a) has no business operations in Northern Ireland or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Principles, and shall permit independent monitoring of their compliance with such principles. In the event of a violation of this stipulation, the Consortium reserves all rights to take remedial measures as authorized under section 4 of Local Law No. [3] in 1993, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the contract/proposer in default and/or seeking debarment or suspension of the contractor/proposer.

- 20.2 In the case of a contract which must be let by competitive sealed bidding, whenever the lowest bidder has not agreed to stipulate to the conditions set forth in this section, and another bidder who has agreed to stipulate to such conditions has submitted a bid within five percent of the lowest bid for a contract to supply goods, services or construction of comparable quality, the contracting entity shall refer the contract to the Consortium, which shall determine whether the lowest bidder is responsible. In making such determination, the Consortium may consider, as a factor bearing on responsibility, whether the lowest bidder discriminates in employment in Northern Ireland.

As used in this section, the term “contract” shall not include contracts with government and non-profit organizations, contracts awarded pursuant to an emergency procurement procedure or contracts, resolutions, indentures, declarations of trust or other instruments of authorizing or relating to the authorization, issuance, award, sale or purchase or bonds, certificates of indebtedness, notes or other fiscal obligations of the Consortium, provided that the policies of this section shall be considered when selecting managing underwriters in connection with such activities.

- 20.3 The provisions of this section shall not apply to contracts for which the Consortium receive funds administered by the United States Department of Transportation, except to the extent Congress has directed that the Department of Transportation not withhold funds from states and localities that choose to implement selective purchasing policies based on agreement to comply with the MacBride Principles, or to the extent that such funds are not otherwise withheld by the Department of Transportation.

ARTICLE 21: PRIVACY OF PERSONAL HEALTH INFORMATION:

- 21.1 In order to comply with the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA), the CONTRACTOR, (deemed a BUSINESS ASSOCIATE as defined at 45 CFR § 164.501), its employees, administrators and agents shall not use or disclose Protected Health Information (PHI), (as defined in 45 CFR § 164.501) other than as permitted or required by this AGREEMENT with the CONSORTIUM (deemed a HYBID ENTITY as defined at 45 CFR § 164.504) or as Required By Law (as defined in 45 CFR § 164.501). The CONTRACTOR shall maintain compliance with all U.S. Department of Health and Human Services, Office for Civil Rights, policies, procedures, rules and regulations applicable in the context of this AGREEMENT.

21.2 OBLIGATIONS, ACTIVITIES AND PERMITTED USES AND DISCLOSURES

- a. Except as otherwise limited in this AGREEMENT, the CONTRACTOR may use PHI for the proper management and administration of the CONTRACTOR, to perform functions, activities or services for, or on behalf of CONSORTIUM as specified in the Scope of Services contained in this AGREEMENT or to carry out the legal responsibilities of the CONTRACTOR as required by the Scope of Services, provided that such use or disclosure would not violate the Privacy Rule (as defined in 45 CFR Part 160 and Part 164, subparts A and E) if done by the CONSORTIUM or the minimum necessary policies and procedures of the CONSORTIUM. Except as otherwise limited in this AGREEMENT, the CONTRACTOR may disclose PHI for the proper management and administration of the CONTRACTOR and to perform functions, activities or services for, or on

behalf of CONSORTIUM as specified in the Scope of Services of this AGREEMENT, provided such disclosures are Required By Law or reasonable assurances are obtained that the information will remain confidential, be used or disclosed solely for the purpose it was disclosed or as Required By Law, and that any violation of such confidentiality will be reported to CONTRACTOR.

- b. The CONTRACTOR agrees to use appropriate safeguards to prevent use or disclosure of the PHI other than as provided by this AGREEMENT, and, upon knowledge of a violation, to mitigate any known harmful effects of such a disclosure. The CONTRACTOR shall immediately report to the CONSORTIUM any use or disclosure of PHI not provided by this AGREEMENT of which it becomes aware. The CONTRACTOR shall ensure any agents and subcontractors of the CONTRACTOR to the extent allowed by this AGREEMENT, to whom PHI is supplied, created, used or maintained on behalf of the CONSORTIUM, shall be bound by the requirements of this Article.
- c. The CONTRACTOR shall provide access to PHI in a designated record set in accordance with 45 CFR § 164.524. The CONTRACTOR shall make any amendments to PHI in a designated record set that the CONSORTIUM directs or agrees to in accordance with 45 CFR § 164.526. The CONTRACTOR shall make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528.
- d. The CONTRACTOR shall make internal practices, books, records, including policies and procedures on PHI received from, or created or received by the CONTRACTOR on behalf of the CONSORTIUM available to the Secretary of the Department of Health and Human Services or his designee for the purposes of determining the CONTRACTOR's compliance with this Article.

21.3 TERMINATION

- a. Upon the CONSORTIUM'S knowledge of a breach or violation of this Article by the CONTRACTOR, the CONSORTIUM, pursuant to 45 CFR § 164.504(e)(2)(iii), may terminate the AGREEMENT if it determines that such a breach violated a material term of this Article. Notwithstanding that, the CONSORTIUM may provide an opportunity for the CONTRACTOR to cure the breach or end the violation within a time set by the CONSORTIUM and, if cure is not possible or does not occur within the time limit, immediately terminate the AGREEMENT without penalty. If neither termination nor cure is feasible, the CONSORTIUM shall report the violation to the Secretary.
- b. Upon termination of this AGREEMENT, if feasible, the CONTRACTOR, shall return or destroy all PHI received from, or created or received by the CONTRACTOR on behalf of the CONSORTIUM that the CONTRACTOR still maintains in any form and retain no copies of such information, or, if such return or destruction is not feasible, extend the protections of this AGREEMENT to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information not feasible.

ARTICLE 22: RECORD KEEPING & REPORTING REQUIREMENTS:

- 22.1 The records maintained by the successful proposer may be subject to the provisions of Article 6 of the New York State Public Officers Law (the Freedom of Information Law).
- 22.2 The successful proposer or service provider must establish, maintain, and retain for a period of at least six years following the expiration of the contract complete and accurate books, records, documents, accounts and other evidence pertinent to performance under the agreement.
- 22.3 The successful proposer will also be required to submit weekly, monthly, quarterly, and/or annual reports as determined by the Consortium, in a form acceptable to the Consortium, detailing the payment of claims and other activities of the successful proposer during the relevant period.

STATEMENT OF COMPLIANCE

Please submit as a part of your proposal the following information:

RE: The Consortium

We hereby acknowledge receipt of the Medicare Advantage Plan RFP for the Consortium and verify that our proposal conforms to the RFP except as detailed below:

Company Name: _____

Signature: _____

Print Name: _____

Title: _____

Date: ____/____/____

PROPOSER QUESTIONNAIRE – CRITERION DESCRIPTION

CRITERION 1 – PROPOSER QUALIFICATIONS AND REFERENCES

This section is designed to provide basic information about each proposer's corporate structure and to provide an overview of each proposer's qualifications and abilities to perform the work associated with the administration of the Consortium's Consolidated Health Insurance Plan. This criterion is given a weight of 10% in the overall scoring formula.

1. Legal Name of Organization: _____

DBA Name (if different than above): _____

Principal location (Administrative Office): _____

City: _____ State: _____ Zip Code: _____ - _____ Consortium: _____

Tel.#: _____ - _____ - _____ Fax #: _____ - _____ - _____

Alternate Address: _____

City: _____ State: _____ Zip Code: _____ - _____ Consortium: _____

Tel.#: _____ - _____ - _____ Fax #: _____ - _____ - _____

Please list all other office locations on an additional sheet (if necessary).

Account Executive: _____ Title: _____

Tel.#: _____ - _____ - _____ Fax #: _____ - _____ - _____

Other Key Personnel: _____ Title: _____

_____ Title: _____

2. Please indicate how this firm is organized (corporation, partnership, LLC, etc...): _____

What is your state of organization? _____ How long has your organization been in business? _____

3. Federal Tax ID number: _____ - _____

4. Does your firm carry Errors & Omissions Insurance and/or Professional Liability Insurance? **YES / NO**

If yes, please provide Carrier's Name: _____

Policy Limits: _____ Exp. Date: _____

Please provide a copy of the declaration page of the insurance policy summarized above.

Are your employees bonded? **YES / NO** What Amount? _____

Address what liability protections are built into the contract you will sign with The Consortium.
Specifically, what protections does The Consortium have against negligence and/or malpractice by your organization?

5. Provide copies of all current licenses and copies of insurance certificates your organization holds regarding the operation of your business.
6. Please list five similarly situated (e.g. minimum premium insurance, self-funded or self-insured) clients from whom we can obtain a recommendation.

Client Name: _____	Contact: _____
Principal work location: _____	City: _____ State: _____
Zip Code: _____ - _____ Consortium: _____	Tel.#: _____ - _____ - _____ Fax #: _____ - _____ - _____
Client Since: _____	# of Contracts: _____

Client Name: _____ Contact: _____

Principal work location: _____ City: _____ State: _____

Zip Code: _____ - _____ Consortium: _____ Tel.#: _____ - _____ - _____ Fax #: _____ - _____ - _____

Client Since: _____ # of Contracts: _____

Client Name: _____ Contact: _____

Principal work location: _____ City: _____ State: _____

Zip Code: _____ - _____ Consortium: _____ Tel.#: _____ - _____ - _____ Fax #: _____ - _____ - _____

Client Since: _____ # of Contracts: _____

Client Name: _____ Contact: _____

Principal work location: _____ City: _____ State: _____

Zip Code: _____ - _____ Consortium: _____ Tel.#: _____ - _____ - _____ Fax #: _____ - _____ - _____

Client Since: _____ # of Contracts: _____

Client Name: _____ Contact: _____

Principal work location: _____ City: _____ State: _____

Zip Code: _____ - _____ Consortium: _____ Tel.#: _____ - _____ - _____ Fax #: _____ - _____ - _____

Client Since: _____ # of Contracts: _____

CRITERION 2 – MEDICAL AND PRESCRIPTION DRUG PLAN DESIGN

This section is designed to provide information regarding each proposer’s ability to provide an overall benefit plan to Medicare-Aged Retirees which is substantially comparable to the current benefits afforded to this population. This criterion is given a weight of 30% in the overall scoring formula.

7. Included in this RFP is a benefit summary for the Consortium Consolidated Medical Benefits Plan as it relates to Medicare-Aged Members. Please populate this chart with the benefits associated with your proposal and describe below any potential loss of benefit associated with your proposal.

8. Specific to the Prescription Drug Plan, please respond to the following questions:

- a. Does your Prescription Drug Plan offer an open or closed formulary?

- b. Please list any legend pharmaceuticals not covered under your Plan, this list should include any medications not included in your formulary and any medications excluded by Medicare which are not covered by your Plan:

- c. Please provide a participating pharmacy network listing for the Consortium’s Region to include Cayuga, Chemung, Cortland, Schuyler, Seneca, Tioga, and Tompkins Counties.

CRITERION 3 – INSURER / PLAN GEOGRAPHICAL COVERAGE

This section is designed to provide information about each proposer’s overall service area as it pertains to Medicare Advantage Plans. Specifically, we are seeking information concerning the number of members, if any, who would not be eligible to participate in a Medicare Advantage Plan due to the fact that they reside outside or the insurance company’s service area. This criterion is given a weight of 20% in the overall scoring formula.

9. Include with your response to this RFP a complete listing of all the counties your particular plan is authorized to provide coverage in based on the Member’s permanent address.

10. What coverage options are available, if any, to Member’s who reside outside of your authorized service area?

11. In this RFP we have provided a complete Medicare-Aged Member Roster with city and zip code information. Please advise us of the number of Members who are not eligible to enroll in your Medicare Advantage. _____

CRITERION 4 – PREMIUM RATE PRICING

This section is designed to provide information about each proposer’s premium costs and any other administrative costs or fees associated with the provision of a Medicare Advantage Plan to the Medicare-Aged Retirees of the Consortium. Due to the importance of the cost of this Plan to the Consortium, any and all fees and/or reimbursements that will be charged to the Consortium **must** be identified in this section. All the information contained in this section will be considered as your organization’s full proposal and **THE CONSORTIUM WILL NOT MAKE ANY FUTURE PAYMENTS TO YOUR ORGANIZATION IF THEY ARE NOT CLEARLY IDENTIFIED AND QUOTED IN THIS SECTION**. For your Proposal to be accepted by The Consortium, a Corporate Officer of your organization, who has pricing approval authority, must sign off on the fees and/or reimbursements quoted in this section. This criterion is given a weight of 40% in the overall scoring formula.

12. Please list the medical and prescription drug premium per member below:

Medical Premium: _____
Prescription Drug Premium: _____
Total Premium: _____

13. Please provide any other costs for all applicable Administrative, Consulting/Actuarial, Utilization Management, Cost Reporting, Network Access, or any other services related to the provision of the Medicare Advantage Plan you are quoting. As noted above, the Consortium will not make any future payments to your organization if they are not clearly identified in this section.

CRITERION 5 – MANDATORY DOCUMENTATION (REQUIRED)

This section contains the documents which are required to be completed by each proposer. Failure to provide any of the required mandatory documents could result in the exclusion of your proposal from consideration by the Consortium.

CONSORTIUM

PROPOSAL FORM

PROPOSAL IDENTIFICATION:

Title: Medicare Advantage Plan

RFP #:

THE PROPOSAL IS SUBMITTED TO:

1. The undersigned Proposer proposes and agrees, if this Proposal is accepted, to enter into a Contract with the owner in the form included in the Contract Documents to complete all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Proposal and in accordance with the Contract Documents.
2. Proposer accepts all of the terms and conditions of the Instructions to Proposers, including without limitation those dealing with the Disposition of Proposal Security. This Proposal may remain open for ninety (90) days after the day of Proposal opening. Proposer will sign the Contract and submit the Contract Security and other documents required by the Contract Documents within fifteen days after the date of Consortium's Notice of Award.
3. In submitting this Proposal, Proposer represents, as more fully set forth in this Contract, that:

- (a) Proposer has examined copies of all the Contract Documents and the following addenda: (If none, so state)

Date

Number

(receipt of all of which is hereby acknowledged) and also copies of the Notice to Proposers and the Instructions to Proposers;

- (b) Proposer has examined the site and locality where the Work is to be performed, the legal requirements (federal, state, and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress, or performance of the Work and has made such independent investigation as Proposer deems necessary;
 - (c) This Proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Proposer has not directly or indirectly induced or solicited any other Proposers to submit a false or sham Proposal; PROPOSER has not solicited or induced any person, firm or a corporation to refrain from Proposing; and Proposer has not sought by collusion to obtain for himself any advantage over any other Proposer or over the owner.
4. Proposer will complete the Work for the following price(s): (Attach Proposal)
5. Proposer agrees to commence the Work within the number of calendar days or by a specific date indicated in the Contract. Proposer agrees that the Work will be completed within the number of calendar days or by the specific date indicated in the contract.
6. The following documents are attached to and made a condition of this Proposal:
 - (a) Non-Collusion Form
 - (b) Acknowledgment by Proposer

7. Communication concerning this Proposal shall be addressed to:

8. Terms used in this Proposal have the meanings assigned them in the Contract and General Provisions.

**CONSORTIUM
COST PROPOSAL FORM**

PROPOSAL IDENTIFICATION:

Title: Medicare Advantage Plan

RFP #:

This form is designed to provide information about each proposer's premium costs and any other administrative costs or fees associated with the provision of a Medicare Advantage Plan to the Medicare-Aged Retirees of the Consortium. Due to the importance of the cost of this Plan to the Consortium, any and all fees and/or reimbursements that will be charged to the Consortium **must** be identified on this form. All the information contained on this form will be considered as your organization's full proposal and **THE CONSORTIUM WILL NOT MAKE ANY FUTURE PAYMENTS TO YOUR ORGANIZATION IF THEY ARE NOT CLEARLY IDENTIFIED AND QUOTED IN THIS SECTION.** For your Proposal to be accepted by The Consortium, a Corporate Officer of your organization, who has pricing approval authority, must sign off on the fees and/or reimbursements quoted on this form.

1. Please list the medical and prescription drug premium per member below:

Medical Premium: _____

Prescription Drug Premium: _____

Total Premium: _____

2. Please provide any other costs for all applicable Administrative, Consulting/Actuarial, Utilization Management, Cost Reporting, Network Access, or any other services related to the provision of the Medicare Advantage Plan you are quoting. As noted above, the Consortium will not make any future payments to your organization if they are not clearly identified in this section.

Name of Organization: _____

Principal Address: _____

City: _____ State: _____ Zip Code: _____ - _____

Tel.#: _____ - _____ - _____ Fax #: _____ - _____ - _____ E-Mail: _____

Date: ____/____/____

Signature and Title: _____

**NON-COLLUSIVE BIDDING CERTIFICATE PURSUANT TO
SECTION 103-D OF THE NEW YORK STATE GENERAL MUNICIPAL LAW**

A. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organizations, under penalty of perjury, that to the best of knowledge and belief:

- (1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.
- (2) Unless otherwise required by law, the prices which have been quoted in this bid have not knowingly been disclosed by the bidder and will not knowingly be disclosed by the bidder, directly or indirectly, prior to opening, to any bidder or to any competitor.
- (3) No attempt has been made or will be made by the bidder to induce any other person, partnership, or corporation to submit or not to submit a bid for the purpose of restricting competition.

A bid shall not be considered for award nor shall any award be made where (1), (2), and (3) above have not been complied with; provided, however, that in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reason thereof. Where (1), (2), and (3) above have not been complied with, the bid shall not be considered for any award nor shall any award be made unless the head of the Purchasing Unit to the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customer of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of paragraph "A" above.

B. Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, local law, and where such bid contains the certification referred to in paragraph "A" of this section, shall be deemed to have been authorized by the Board of Directors of the bidder, and such authorization shall be deemed to include the submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

Signature

Title

Date

Company Name

ACKNOWLEDGMENT BY PROPOSER

If Individual or Individuals

STATE OF: _____)
COUNTY OF: _____) SS.:

On this _____ day of _____, 20____ before me personally appeared _____, to me known to be the same person(s) described in and who executed the within instrument, and he/she (or they severally) acknowledged to me that he/she (or they) executed the same.

Notary Public, State of: _____
Qualified in: _____
Commission Expires: _____

If Corporation

STATE OF: _____)
COUNTY OF: _____) SS.:

On this _____ day of _____, 20____ before me personally appeared _____, to me known, who, being by me sworn, did say that he resides at _____;
(Give Address)

: that he/she is the _____ of the _____ the corporation
(Give Title) (Give Name of Corporation)

described in an which executed the above instrument; that he/she knows the seal of the corporation, and that the seal affixed to the instrument is such corporate seal; that it was so affixed in order of the board of directors of the corporation, and that he/she signed his/her name thereto by like order.

Notary Public, State of: _____
Qualified in: _____
Commission Expires: _____

If Partnership

STATE OF: _____)
COUNTY OF: _____) SS.:

On this _____ day of _____, 20____ before me personally appeared _____, to me known to be the individual who executed the foregoing, and who, being duly sworn, did depose and say that he/she is a partner of the firm of _____ and that he/she has the authority to sign the same, and acknowledged that
(Give Name of Company)
he/she executed the same as the act and deed of said partnership.

Notary Public, State of: _____
Qualified in: _____
Commission Expires: _____

Contractor's Representation—Livable Wage Policy

Livable Wage Policy: By policy, Tompkins County must “consider the wage levels and benefits, particularly health care, provided by contractors when awarding bids or negotiating contracts, and to encourage the payment of livable wages whenever practical and reasonable.”

Paying the living wage rate to all employees directly involved in providing the contracted County service is not mandatory. However, the attainment of a broadly-applied living wage is a County goal and is therefore an important consideration applied by the County when reviewing contract proposals.

The Current Living Wage: The Living Wage in Tompkins County is computed by the Alternatives Federal Credit Union and is currently \$13.90 per hour if the employer contributes at least half the cost of an employee's health insurance/benefit cost and \$15.11 per hour if the employer does not make such a contribution. The rate will be adjusted again in May 2019.

Requirement of All Contractors: As a part of its proposal or contract representations, a prospective service contractor must advise the County whether it will pay the AFCU livable wage rate to all Covered Employees directly involved in the provision of the contracted service, including employees of any subcontractor engaged to assist in providing the service.

Additionally, contractors are asked to estimate the number of employees who will be directly involved in the provision of the contracted service. If not all employees are going to be paid the Living Wage, contractors are asked to estimate how many full-time, and how many part-time, covered employees will NOT be paid the living wage.

Covered Employees include all full- and part-time employees, other than those Excluded Employees described below, who are directly involved in the provision of the contracted service, including employees of sub-contractors engaged to assist in providing the service.

Excluded Employees are:

- Employees under the age of 18
- Seasonal or temporary employees (90 days or less)
- Employees in a probationary status (90 days or less)
- Those employed in a sheltered or supported work environment
- Employees participating in a limited-duration (90 day) job training program
- Employees participating in an academic work-study or academic internship program
- Volunteers
- Employees participating in mandated welfare-to-work programs
- Employees paid pursuant to a collective bargaining agreement

Contractor's Living Wage Representation

1. Approximately how many Covered Employees, including employees of any subcontractor involved in providing the service, will be involved in the provision of the contracted service? _____

2. Will all Covered Employees, including employees of any subcontractors directly involved in the provision of County services, be paid at least the living wage?

☐ Yes ☐ No

3. If the answer is “No”, approximately how many covered employees will NOT be paid at the living wage?

Full-time _____ Part-time _____

Contractor Name: _____

If you answered “Yes” to the Living Wage Representation and are awarded the County contract, you will be expected to maintain all employees directly involved in the provision of services under this contract at or above the living wage as of the time of execution of the contract for the duration of the contract.

If you answered “No,” your response will be among the considerations applied by the County in making its contract award. As a part of contract negotiations, the County may request additional information from you regarding the basis of this response.

BID/PROPOSAL SIGN-OFF SHEET

BID/PROPOSAL TITLE:

Please check off and sign for items below and submit this required sheet with your bid/proposal response; the bid/proposal may be rejected if the required documents are not included with the response.

	DONE	INITIALS
1. Bid/Proposal enclosed		
2. Non-Collusive Certificate enclosed		
3. Anti-Discrimination Clause enclosed		
4. Insurance Binder enclosed		
5. Vendor Responsibility Form enclosed		
6. Bidder Qualification Form enclosed		
7. Livable Wage Form enclosed		
8. Addenda (if issued) received		
List Addendum # and dates		

By signing below the respondent is certifying that:

1. All information provided herein is true and correct to the best of their knowledge.
2. The respondent has read and understands the specifications in their entirety and that the response is made in accordance therewith, and;
3. The respondent possesses the capabilities, resources, and personnel necessary to provide efficient and successful service to the Consortium, and;
4. The respondent will be held responsible for any and all discrepancies, errors, etc. in the discounts or rebates which are discovered during the contract term or up to and including three (3) fiscal years following the Consortium's annual audit.
5. The respondent agrees to all terms and conditions as provided within the specifications.

Name/Title of Person Submitting Bid: _____

Firm or Corporation Making Bid: _____

Company Address: _____

Telephone: _____ Email: _____

Remit to Address: _____

Do You Accept Credit Card as Payment? Yes _____ No _____

Authorized Signature: _____ Date: _____

ATTACHMENT A

MEDICARE CARVE-OUT

BENEFIT SUMMARY

Greater Tompkins County Municipal Health Insurance Consortium

Medicare Advantage Plans - Summary of Benefits

Plan Feature Highlights	Medicare Blue \$15/\$25 PPO Copay Plan		Medicare Blue \$20/\$40 PPO Copay Plan	
Type of Care/Benefits	In-Network	Out-of-Network	In-Network	Out-of-Network
Annual Deductible	None	\$250	None	\$250
Annual Out-of-Pocket Maximum (medical services only, does not include prescription drugs)	\$1,250 In-Network	\$8,000 Combined In-Network and Out-of-Network Annual Out-of-Pocket Maximum	\$4,000 In-Network	\$8,000 Combined In-Network and Out-of-Network Annual Out-of-Pocket Maximum
Out-of-Network Benefits	Not Applicable	Benefits are available, but additional costs may apply.	Not Applicable	Benefits are available, but additional costs may apply.
Lifetime Maximum	None	None	None	None
Physician Office Services	In-Network	Out-of-Network	In-Network	Out-of-Network
Office Visit Copay (PCP)	\$15 Copay Per Visit	\$25 Copay Per Visit	\$20 Copay Per Visit	\$25 Copay Per Visit
Office Visit Copay (Specialist)	\$15 Copay Per Visit	\$25 Copay Per Visit	\$40 Copay Per Visit	\$45 Copay Per Visit
Chiropractic Office Visit (manual manipulation to correct subluxation)	\$15 Copay Per Visit	\$25 Copay Per Visit	\$20 Copay Per Visit	\$25 Copay Per Visit
Podiatrist Office Visit (for medically necessary foot care)	\$15 Copay Per Visit	\$25 Copay Per Visit	\$40 Copay Per Visit	\$45 Copay Per Visit
Allergy Tests / Injections	\$15 Copay Per Visit (PCP) \$15 Copay Per Visit (Specialist)	\$25 Copay Per Visit (PCP) \$25 Copay Per Visit (Specialist)	\$20 Copay Per Visit (PCP) \$40 Copay Per Visit (Specialist)	\$25 Copay Per Visit (PCP) \$45 Copay Per Visit (Specialist)
Lifestyle and Wellness Benefits				
Ways to help you and your family live healthier everyday.	Silver&Fit® is an Exercise Program that gives you the choice of: - Membership in a fitness club/exercise center (\$25 annual fee) - Home Fitness Program (\$10 annual fee) - \$150 annual reimbursement toward paid membership at not-participating fitness clubs/exercise centers		Silver&Fit® is an Exercise Program that gives you the choice of: - Membership in a fitness club/exercise center (\$25 annual fee) - Home Fitness Program (\$10 annual fee) - \$150 annual reimbursement toward paid membership at not-participating fitness clubs/exercise centers	
Preventive Health Care Services (Office Visit Copay May Apply)	In-Network	Out-of-Network	In-Network	Out-of-Network
Annual Wellness Exam	Covered-in-Full (Limited to 1 Visit Per Year)	\$25 Copay Per Visit (Limited to 1 Visit Per Year)	Covered-in-Full (Limited to 1 Visit Per Year)	\$25 Copay Per Visit (Limited to 1 Visit Per Year)
Immunizations (Flu, Pneumonia, Hepatitis B, and Other Vaccines if Patient is at Risk)	Flu, Pneumonia, and Hepatitis B Covered-in-Full All Other Vaccines 20% Coinsurance	Flu, Pneumonia, and Hepatitis B Covered-in-Full All Other Vaccines 20% Coinsurance After Deductible	Flu, Pneumonia, and Hepatitis B Covered-in-Full All Other Vaccines 20% Coinsurance	Flu, Pneumonia, and Hepatitis B Covered-in-Full All Other Vaccines 40% Coinsurance After Deductible
Preventive Mammography	Covered-in-Full for Preventive (Limited to 1 Per Year)	20% Coinsurance After Deductible (Limited to 1 Per Year)	Covered-in-Full for Preventive (Limited to 1 Per Year)	40% Coinsurance After Deductible (Limited to 1 Per Year)
Pap Smear / Pelvic Exam	Covered-in-Full (Limited to 1 Every 24-Months)	20% Coinsurance After Deductible (Limited to 1 Per Year)	Covered-in-Full (Limited to 1 Every 24-Months)	40% Coinsurance After Deductible (Limited to 1 Per Year)
Routine GYN Exam	Covered-in-Full (Limited to 1 Per Year)	\$25 Copay Per Visit (Limited to 1 Per Year)	Covered-in-Full (Limited to 1 Per Year)	\$25 Copay Per Visit (Limited to 1 Per Year)

Greater Tompkins County Municipal Health Insurance Consortium

Medicare Advantage Plans - Summary of Benefits

Plan Feature Highlights	Medicare Blue \$15/\$25 PPO Copay Plan		Medicare Blue \$20/\$40 PPO Copay Plan	
Prostate Cancer Screening	Covered-in-Full (Limited to 1 Per Year)	20% Coinsurance After Deductible (Limited to 1 Per Year)	Covered-in-Full (Limited to 1 Per Year)	40% Coinsurance After Deductible (Limited to 1 Per Year)
Bone Density Screening	Covered-in-Full (Limited to 1 Per Year)	20% Coinsurance After Deductible (Limited to 1 Per Year)	Covered-in-Full (Limited to 1 Per Year)	40% Coinsurance After Deductible (Limited to 1 Per Year)
Colorectal Screening	Covered-in-Full for Preventive (Limited to 1 Per Year)	20% Coinsurance After Deductible (Limited to 1 Per Year)	Covered-in-Full for Preventive (Limited to 1 Per Year)	40% Coinsurance After Deductible (Limited to 1 Per Year)
Smoking Cessation	Covered-in-Full	\$25 Copay	Covered-in-Full	\$25 Copay
Routine Hearing Exam	\$0 Copay Per Visit (Limited to 1 Per Year) Must Use a TrueHearing Provider	\$75 Copay Per Visit (Limited to 1 Per Year) Non-TrueHearing Provider	\$0 Copay Per Visit (Limited to 1 Per Year) Must Use a TrueHearing Provider	\$75 Copay Per Visit (Limited to 1 Per Year) Non-TrueHearing Provider
Hearing Aid(s)	\$699 Copay for Advanced Hearing Aids \$999 Copay for Premium Hearing Aids (Limit of 2 Per Year) TrueHearing Copays are Not Included in the Out-of-Pocket Maximum.		\$699 Copay for Advanced Hearing Aids \$999 Copay for Premium Hearing Aids (Limit of 2 Per Year) TrueHearing Copays are Not Included in the Out-of-Pocket Maximum.	
Routine Vision Exam	\$15 Copay Per Visit (Limited to 1 Per Year)	\$25 Copay Per Visit (Limited to 1 Per Year)	\$15 Copay Per Visit (Limited to 1 Per Year)	\$25 Copay Per Visit (Limited to 1 Per Year)
Eyewear Allowance	\$100 Allowance Available Once Every Calendar Year		\$100 Allowance Available Once Every Calendar Year	
Inpatient Hospital Benefits	In-Network	Out-of-Network	In-Network	Out-of-Network
Hospital Benefits	\$250 Copay per Admission Unlimited Days (Maximum 3 Copays per Year)	20% Coinsurance After Deductible	\$600 Copay per Admission Unlimited Days (Maximum 3 Copays per Year)	40% Coinsurance After Deductible
In-Hospital Physician Visits	Covered-in-Full	20% Coinsurance After Deductible	Covered-in-Full	40% Coinsurance After Deductible
Anesthesia	Covered-in-Full	20% Coinsurance After Deductible	Covered-in-Full	40% Coinsurance After Deductible
Inpatient Chemical Dependence	\$250 Copay per Admission Unlimited Days (Maximum 3 Copays per Year)	20% Coinsurance After Deductible	\$600 Copay per Admission Unlimited Days (Maximum 3 Copays per Year)	40% Coinsurance After Deductible
Inpatient Mental Health Care	\$250 Copay per Admission Unlimited Days (Maximum 3 Copays per Year)	20% Coinsurance After Deductible	\$600 Copay per Admission Unlimited Days (Maximum 3 Copays per Year)	40% Coinsurance After Deductible
Skilled Nursing Facility	In-Network	Out-of-Network	In-Network	Out-of-Network
Skilled Nursing Facility	Days 1-20 No Copay Days 21-100 50% Coinsurance Days 101+ Not Covered	Days 1-100 50% Coinsurance After Deductible Days 101+ Not Covered	Days 1-20 No Copay Days 21-100 50% Coinsurance Days 101+ Not Covered	Days 1-100 50% Coinsurance After Deductible Days 101+ Not Covered
Emergency Care	In-Network	Out-of-Network	In-Network	Out-of-Network
Emergency Room	\$65 Copay Per Visit (waived if admitted within 23-hours)	\$65 Copay Per Visit (waived if admitted within 23-hours)	\$65 Copay Per Visit (waived if admitted within 23-hours)	\$65 Copay Per Visit (waived if admitted within 23-hours)
Urgent Care	\$15 Copay Per Visit	\$15 Copay Per Visit	\$40 Copay Per Visit	\$40 Copay Per Visit
Ambulance	\$65 Copay per Trip	\$65 Copay per Trip	\$65 Copay per Trip	\$65 Copay per Trip

Greater Tompkins County Municipal Health Insurance Consortium

Medicare Advantage Plans - Summary of Benefits

Plan Feature Highlights	Medicare Blue \$15/\$25 PPO Copay Plan		Medicare Blue \$20/\$40 PPO Copay Plan	
	In-Network	Out-of-Network	In-Network	Out-of-Network
Outpatient Benefits				
Surgical Care	\$50 Copay	20% Coinsurance After Deductible	\$50 Copay	40% Coinsurance After Deductible
Ambulatory Surgical Center	\$50 Copay	20% Coinsurance After Deductible	\$50 Copay	40% Coinsurance After Deductible
Hospital Observation Stay	\$50 Copay	20% Coinsurance After Deductible	\$50 Copay	40% Coinsurance After Deductible
Office Surgery	\$15 Copay (PCP Office) \$15 Copay (Specialist Office)	\$25 Copay (PCP Office) \$25 Copay (Specialist Office)	\$20 Copay (PCP Office) \$40 Copay (Specialist Office)	\$25 Copay (PCP Office) \$45 Copay (Specialist Office)
Diagnostic Tests and Laboratory Services	Covered-in-Full	20% Coinsurance After Deductible	Covered-in-Full	40% Coinsurance After Deductible
X-Rays (Film) and Radiation Therapy	\$15 Copay	20% Coinsurance After Deductible	\$40 Copay	40% Coinsurance After Deductible
Advanced Diagnostic Imaging (MRI, MRA, CT, PET, etc.)	\$15 Copay	20% Coinsurance After Deductible	\$40 Copay	40% Coinsurance After Deductible
Chemotherapy	\$15 Copay	20% Coinsurance After Deductible	\$40 Copay	40% Coinsurance After Deductible
Outpatient Mental Health Care	20% Coinsurance	20% Coinsurance After Deductible	20% Coinsurance	40% Coinsurance After Deductible
Partial Hospitalization	20% Coinsurance	20% Coinsurance After Deductible	20% Coinsurance	40% Coinsurance After Deductible
Outpatient Chemical Dependence Care	20% Coinsurance	20% Coinsurance After Deductible	20% Coinsurance	40% Coinsurance After Deductible
Other Services	In-Network	Out-of-Network	In-Network	Out-of-Network
Rehabilitative Therapy (Physical, Occupational, and Speech)	\$15 Copay Per Visit	\$25 Copay Per Visit	\$40 Copay Per Visit	\$45 Copay Per Visit
Cardiac Rehabilitation	\$15 Copay Per Visit	\$25 Copay Per Visit	\$40 Copay Per Visit	\$45 Copay Per Visit
Telemedicine	\$15 Copay Per Visit (PCP) \$15 Copay Per Visit (Specialist)	\$25 Copay Per Visit (PCP) \$25 Copay Per Visit (Specialist)	\$20 Copay Per Visit (PCP) \$40 Copay Per Visit (Specialist)	\$25 Copay Per Visit (PCP) \$45 Copay Per Visit (Specialist)
Acupuncture	20% Coinsurance (Limited to 10-Visits Per Year)	50% Coinsurance (Limited to 10-Visits Per Year)	50% Coinsurance (Limited to 10-Visits Per Year)	50% Coinsurance (Limited to 10-Visits Per Year)
Medicare Part B Drugs (Including Chemotherapy Drugs)	20% Coinsurance	20% Coinsurance After Deductible	20% Coinsurance	40% Coinsurance After Deductible
Diabetic Education	Covered-in-Full	\$25 Copay	Covered-in-Full	\$25 Copay
Diabetic Supplies (Meters and Test Strips)	\$5 Copay Per 30-Day Supply (Must be Purchased from Preferred Manufacturer)	20% Coinsurance After Deductible	\$5 Copay Per 30-Day Supply (Must be Purchased from Preferred Manufacturer)	40% Coinsurance After Deductible
Durable Medical Equipment	20% Coinsurance	20% Coinsurance After Deductible	20% Coinsurance	40% Coinsurance After Deductible
Prosthetic Devices	20% Coinsurance	20% Coinsurance After Deductible	20% Coinsurance	40% Coinsurance After Deductible
Home Care	Covered-in-Full	20% Coinsurance After Deductible	Covered-in-Full	40% Coinsurance After Deductible
Hospice	Covered by Original Medicare	Covered by Original Medicare	Covered by Original Medicare	Covered by Original Medicare
Kidney Dialysis	Covered-in-Full	Covered-in-Full	Covered-in-Full	Covered-in-Full
Prescription Drugs	In-Network	Out-of-Network	In-Network	Out-of-Network

Greater Tompkins County Municipal Health Insurance Consortium

Medicare Advantage Plans - Summary of Benefits

Plan Feature Highlights	Medicare Blue \$15/\$25 PPO Copay Plan	Medicare Blue \$20/\$40 PPO Copay Plan
Prior Authorization	Applicable	Applicable
Step-Therapy	Applicable	Applicable
Quantity Limits	Applicable	Applicable
Deductible	\$0	\$0
Initial Coverage (Up to \$3,820 in Covered Drugs)	30-Day Supply \$10/\$25/\$40 90-Day Supply \$30/\$75/\$120	30-Day Supply \$10/\$25/\$40 90-Day Supply \$30/\$75/\$120
Coverage Gap (Up to \$5,100 Out-of-Pocket) Coverage for generic drugs is provided by the Part D Plan. Coverage for brand name drugs is provided by a wraparound group health plan.	30-Day Supply \$10/\$25/\$40 90-Day Supply \$30/\$75/\$120	30-Day Supply \$10/\$30/\$50 90-Day Supply \$30/\$90/\$150
Catastrophic Coverage (Generic Drugs)	Greater of a \$3.40 Copay or 5% Coinsurance	Greater of a \$3.40 Copay or 5% Coinsurance
Catastrophic Coverage (All Other Drugs)	Greater of a \$8.50 Copay or 5% Coinsurance	Greater of a \$8.50 Copay or 5% Coinsurance

**Covered at In-Network
Cost Sharing in
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