



REQUEST for PROPOSAL #876
PROFESSIONAL, TECHNICAL AND EXPERT SERVICES

Clark County Washington

RELEASE DATE: WEDNESDAY, NOVEMBER 8, 2023
DUE DATE: WEDNESDAY, DECEMBER 6, 2023 by 1:30 pm

Request for Proposal for:

SELF-INSURED HEALTH CLAIMS AUDITOR

SUBMIT:

One (1) Original
Four (4) Complete Copies

of the Proposal to:

<u>Shipping Method of your Choice or Hand Delivery</u>	<u>United States Postal Service</u>
Clark County ATTN: Office of Purchasing 1300 Franklin Street, 6 th Floor, Suite 650 Vancouver WA 98660 564-397-2323	Clark County ATTN: Office of Purchasing PO Box 5000 Vancouver WA 98666-5000 564-397-2323

Office Hours: 8:00 am – 3:00 pm, Monday – Friday, except Legal Holidays.

No electronic submissions.

****Proposals must be delivered to the Purchasing office – No Exceptions**

****Proposals must be date and time stamped by Purchasing staff by 1:30 pm on due date.**

****Proposal shall be sealed and clearly marked on the package cover with RFP #, Title & Company Name**

Refer Questions to Project Manager:

Amie Johnson
Sr. HR Rep / Human Resources
Amie.Johnson@clark.wa.gov
564-397-2465

General Terms and Conditions

ADMINISTRATIVE REQUIREMENTS - Contractors shall comply with all management and administrative requirements established by Washington Administrative Code (WAC), the Revised Code of the State of Washington (RCW), and any subsequent amendments or modifications, as applicable to providers licensed in the State of Washington.

ALL proposals submitted become the property of Clark County. It is understood and agreed that the prospective Proposer claims no proprietary rights to the ideas and written materials contained in or attached to the proposal submitted. Clark County has the right to reject or accept proprietary information.

AUTHORSHIP - Applicants must identify any assistance provided by agencies or individuals outside the proposers own organization in preparing the proposal. No contingent fees for such assistance will be allowed to be paid under any contract resulting from this RFP.

CANCELLATION OF AWARD - Clark County reserves the right to immediately cancel an award if the contractual agreement has not been entered into by both parties or if new state regulations or policy make it necessary to change the program purpose or content, discontinue such programs, or impose funding reductions. In those cases where negotiation of contract activities are necessary, Clark County reserves the right to limit the period of negotiation to sixty (60) days after which time funds may be unencumbered.

CONFIDENTIALLY - Proposer shall comply with all applicable state and federal laws governing the confidentiality of information.

CONFLICT OF INTEREST - All proposals submitted must contain a statement disclosing or denying any interest, financial or otherwise, that any employee or official of Clark County or the appropriate Advisory Board may have in the proposing agency or proposed project.

CONSORTIUM OF AGENCIES - Any consortium of companies or agencies submitting a proposal must certify that each company or agency of the consortium can meet the requirements set forth in the RFP.

COST OF PROPOSAL & AWARD - The contract award will not be final until Clark County and the prospective contractor have executed a contractual agreement. The contractual agreement consists of the following parts: (a) the basic provisions and general terms and conditions, (b) the special terms and conditions, (c) the project description and goals (Statement of Work), and (d) the budget and payment terms. Clark County is not responsible for any costs incurred prior to the effective date of the contract. Clark County reserves the right to make an award without further negotiation of the proposal submitted. Therefore, the proposal should be submitted in final form from a budgetary, technical, and programmatic standpoint.

DISPUTES - Clark County encourages the use of informal resolution to address complaints or disputes arising over any actions in implementing the provisions of this RFP. Written complaints should be addressed to Clark County – Purchasing, P.O. Box 5000, Vancouver, Washington 98666-5000.

DIVERSITY IN EMPLOYMENT AND CONTRACTING REQUIREMENTS - It is the policy of Clark County to require equal opportunity in employment and services subject to eligibility standards that may be required for a specific program. Clark County is an equal opportunity employer and is committed to providing equal opportunity in employment and in access to the provision of all county services. Clark County's Equal Employment Opportunity Plan is available at <http://www.clark.wa.gov/hr/documents.html>. This commitment applies regardless of race, color, religion, creed, sex, marital status, national origin, disability, age, veteran status, on-the-job injury, or sexual orientation. Employment decisions are made without consideration of these or any other factors that are prohibited by law. In compliance with department of Labor Regulations implementing Section 504 of the rehabilitation Act of 1973, as amended, no qualified handicapped individual shall be discriminated against in admission or access to any program or activity. The prospective contractor must agree to provide equal opportunity in the administration of the contract, and its subcontracts or other agreements.

ENVIRONMENTALLY RESPONSIBLE PURCHASING PROGRAM - Clark County has implemented an Environmentally Responsible Purchasing Policy with a goal to reduce negative impacts on human health and the environment. Negative environmental impacts include, but are not limited to, greenhouse gases, air pollution emissions, water contamination, waste from the manufacturing process and waste in packaging. This policy also seeks to increase: 1) water and energy efficiency; 2) renewable energy sources; 3) use of products with recycled content; 4) product durability; 5) use of products that can be recycled, reused, or composted at the end of its life cycle. Product criteria have been established on the Green Purchasing List <https://clark.wa.gov/sites/default/files/dept/files/general-services/Purchasing/ERP%20Policy.pdf>

INDEPENDENT PRICE DETERMINATION - The prospective contractor guarantees that, in connection with this proposal, the prices and/or cost data have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition. This does not preclude or impede the formation of a consortium of companies and/or agencies for purposes of engaging in jointly sponsored proposals.

INTERLOCAL AGREEMENT - Clark County has made this RFP subject to Washington State statute RCW 39.34. Therefore, the proposer may, at the proposers option, extend identical prices and services to other public agencies wishing to participate in this RFP. Each public agency wishing to utilize this RFP will issue a purchase order (or contract) binding only their agency. Each contract is between the proposer and the individual agency with no liability to Clark County.

LIMITATION - This RFP does not commit Clark County to award a contract, to pay any costs incurred in the preparation of a response to this RFP, or to procure or contract for services or supplies.

LATE PROPOSALS - A proposal received after the date and time indicated above will not be accepted. No exceptions will be made.

ORAL PRESENTATIONS - An oral presentation may be required of those prospective contractors whose proposals are under consideration. Prospective contractors may be informed that an oral presentation is desired and will be notified of the date, time and location the oral presentation is to be conducted.

OTHER AUDIT/MONITORING REQUIREMENTS - In addition, auditing or monitoring for the following purposes will be conducted at the discretion of Clark County: Fund accountability; Contract compliance; and Program performance.

PRICE WARRANT - The proposer shall warrant that the costs quoted for services in response to the RFP are not in excess of those which would be charged any other individual or entity for the same services performed by the prospective contractor, in a similar socioeconomic, geographical region.

PROTESTS - Must be submitted to the Purchasing Department.

PUBLIC SAFETY - May require limiting access to public work sites, public facilities, and public offices, sometimes without advance notice. The successful Proposer's employees and agents shall carry sufficient identification to show by whom they are employed and display it upon request to security personnel. County project managers have discretion to require the successful Proposer's employees and agents to be escorted to and from any public office, facility or work site if national or local security appears to require it.

ACCEPTANCE or REJECTION OF PROPOSALS - Clark County reserves the right to accept or reject any or all proposals received as a result of this RFP, to negotiate with any or all prospective contractors on modifications to proposals, to waive formalities, to postpone award, or to cancel in part or in its entirety this RFP if it is in the best interest of Clark County to do so.

SUBCONTRACTING - No activities or services included as a part of this proposal may be subcontracted to another organization, firm, or individual without the approval of Clark County. Such intent to subcontract shall be clearly identified in the proposal. It is understood that the contractor is held responsible for the satisfactory accomplishment of the service or activities included in a subcontract.

VERBAL PROPOSALS - Verbal proposals will not be considered in making the award of any contract as a result of this RFP.

WORKERS COMPENSATION INSURANCE – The contractor shall comply with R.C.W. Title 51- with minimum coverage limits of \$500,000 for each accident, or provide evidence that State law does not require such coverage.

FOR ALTERNATIVE FORMATS
Clark County ADA Office: V: 564-397-2322
ADA@clark.wa.gov

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**Request for Proposal #876
Self-Insured Health Claims Auditor**

Part I Proposal Requirements

Section IA	General Information
1. Introduction	<p>Clark County is requesting proposals from auditors qualified to perform an audit of the processing of medical/prescription and dental claims by our self-funded third-party administrators, Regence and Delta Dental.</p> <p>This RFP solicits proposals for the services of an Auditor with expertise in all areas related to claims auditing. The Auditor must possess excellent analytical capabilities and in-depth industry knowledge and provide expert advice.</p> <p>If your company contact details <i>are not</i> on the Plan Holder List at https://clark.wa.gov/internal-services/request-proposal-1 Attachment B, Letter of Interest must be submitted to participate in this RFP.</p> <p>Proposers shall respond to all sections to be considered.</p> <p>Clark County has made this Request for Proposal subject to Washington State statute RCW 39.34. Therefore, the proposer may, at the proposers' option, extend identical prices and services to other public agencies wishing to participate in this RFP. Each public agency wishing to utilize this proposal will issue a purchase order (or contract) binding only their agency. Each contract is between the proposer and the individual agency with no liability to Clark County.</p>
2. Background	<p>Clark County has two, third-party administrators that administer self-funded plans: Regence and Delta Dental. Regence provides a PPO and an HDHP medical plan with prescription coverage. Delta Dental provides a single dental plan.</p> <p>There are about 1,700 members enrolled in these plans. For 2022, medical claims totaled \$15,837,228 and dental claims \$1,174,140.</p> <p>We will provide plan booklets and contracts during the audit.</p>
3. Scope of Project	<p>Clark County is requesting proposals from qualified vendors to provide a claims audit of the Regence Blue Cross/Blue Shield of Oregon, medical and pharmacy claim services, and Delta Dental of Washington, dental claim services to meet the claims management standards under WAC 200-110-120. We anticipate the successful vendor will begin work on this project in April 2024.</p>
4. Project Funding	<p>Allocation of funds for this RFP will be established based on the funds requested in the selected proposal.</p> <p><u>Title VI Statement</u> Clark County, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.</p> <p>El Condado de Clark, de acuerdo con las disposiciones del Título VI de la Ley de Derechos Civiles de 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d a 2000d-4) y el Reglamento, por la presente</p>

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	<p>notifica a todos los postores que se asegurará afirmativamente de que cualquier contrato celebrado de conformidad con este anuncio, las empresas comerciales desfavorecidas tendrán la oportunidad plena y justa de presentar ofertas en respuesta a esta invitación y no serán discriminadas por motivos de raza, color u origen nacional en consideración a un laudo.</p>																		
<p>5. Timeline for Selection</p>	<p>The following dates are the intended timeline:</p> <table border="1" data-bbox="423 464 1513 1052"> <tr> <td>RFP Release</td> <td>November 8, 2023</td> </tr> <tr> <td>Deadline for Questions and Answers</td> <td>November 15, 2023</td> </tr> <tr> <td>Last Date an Addendum Issued</td> <td>November 20, 2023</td> </tr> <tr> <td>Proposals Due</td> <td>December 6, 2023</td> </tr> <tr> <td>Proposal Review Period</td> <td>December 7 – 29, 2023</td> </tr> <tr> <td>Finalist Interviews / Demonstrations</td> <td>January 5 – 17, 2024</td> </tr> <tr> <td>Selection Committee Recommendation</td> <td>January 18 – 31, 2024</td> </tr> <tr> <td>Contract Negotiation / Implementation Finalization / Signatures</td> <td>February 1 – March 29, 2024</td> </tr> <tr> <td>Contract Effective Date</td> <td>April 1, 2024</td> </tr> </table>	RFP Release	November 8, 2023	Deadline for Questions and Answers	November 15, 2023	Last Date an Addendum Issued	November 20, 2023	Proposals Due	December 6, 2023	Proposal Review Period	December 7 – 29, 2023	Finalist Interviews / Demonstrations	January 5 – 17, 2024	Selection Committee Recommendation	January 18 – 31, 2024	Contract Negotiation / Implementation Finalization / Signatures	February 1 – March 29, 2024	Contract Effective Date	April 1, 2024
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<p>6. Employment Verification</p>	<p>To be considered responsive to this formal Clark County RFP, all proposers shall submit before, include with their response or within 48 hours after submittal, a recent copy of their E-Verify MOU or proof of pending enrollment. The awarded contractor shall be responsible to provide Clark County with the same E-Verify enrollment documentation for each sub-contractor (\$25,000 or more) within thirty days after the sub-contractor starts work. Contractors and sub-contractors shall provide a report(s) showing status of new employees hired after the date of the MOU. The status report shall be directed to the county project manager at the end of the contract, or annually, whichever comes first. E-Verify information and enrollment is available at the Department of Homeland Security web page: www.dhs.gov/E-Verify</p> <p>How to submit the MOU in advance of the submittal date:</p> <ol style="list-style-type: none"> 1. Hand deliver to 1300 Franklin St, Suite 650, Vancouver, WA 98660, or; 2. E-mail: koni.odell@clark.wa.gov or priscilla.ricci@clark.wa.gov <p><i>Note : Sole Proprietors shall submit a letter stating exempt.</i></p>																		
<p>Section IB</p>	<p>Work Requirements</p>																		
<p>1. Required Services</p>	<p>The selected claims auditing firm is expected to perform the following services:</p> <ol style="list-style-type: none"> 1. Meet with the Clark County benefits contact, in person or by conference call, to review the timeline and gather/understand data and discuss: <ol style="list-style-type: none"> a. audit components (i.e. eligibility, no duplicate claims, coordination of benefits, claims within the effective date, etc.) 																		

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	<ul style="list-style-type: none"> b. audit points for operational assessment (i.e. assessment of claims processing system, policies that directly impact claims operations, etc.) c. submit a detailed work plan that presents key activities, milestones, and timing for completion of the project. <ol style="list-style-type: none"> 2. Conduct a performance audit of paid claims and evaluate the claims process and administration practices. The performance audit of paid claims should include: <ul style="list-style-type: none"> a. A detailed description of the sampling method and sample of the financial reports. b. Testing claims for financial accuracy and procedural compliance. c. A statistical projection of the entire amount of dollars paid and frequency of errors during the entire audit period. 3. Evaluate the fiscal controls in place at Regence BCBS and Delta Dental of Washington as they apply to the Clark County medical plans and dental plan, including compliance with national industry standards. 4. Verify plan provisions affecting claim payments and the correct interpretation (i.e. “lag time” in claim payments affecting individual stop loss). 5. Review the claims system capabilities, controls, and procedures used to adjudicate claims according to benefit plan specifications. 6. Evaluate subrogation procedures. 7. Evaluate coordination of benefits with Medicare and commercial carriers. 8. Recommend any policies and/or procedures that could be implemented to improve the claims process. 9. Comply with WAC 200-110-120 Standards for claims management – Claims administration, subsection (1) and (5). <p><u>Vendor Qualifications</u></p> <ul style="list-style-type: none"> • Licensed to do business in the state of Washington. • Professional Liability or Errors & Omissions insurance in effect and current. • Experience providing medical/pharmacy claims audit in support of public sector agencies. • Thorough knowledge and expertise in applicable state rules and laws related to self-insured medical plan claims audits. • A representative as the primary contact and a “backup” representative.
<p>2. County Performed Work</p>	<p>The county understands that we have an obligation to partner with vendors that provide the best service for our employees at a competitive price. We have taken the steps to prepare and release this request to fulfil this obligation. In addition, we have identified a panel of employee representatives that are qualified to review the proposals we receive and choose the most qualified vendor that meets our needs.</p>

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3. Deliverables & Schedule	The implementation schedule will be finalized with the successful vendor for an April 1, 2024 effective date.
4. Place of Performance	Contract performance may take place in the County's facility, the Proposer's facility, a third-party location or any combination thereof.
5. Period of Performance	<p>A contract awarded as a result of this RFP will be for three (3) years and is intended to begin on April 1, 2024 and end March 31, 2027.</p> <p>Clark County reserves the right to extend the contract resulting from this RFP for a period of three (3) years, with the same terms and conditions, by service of a written notice of its intention to do so prior to the contract termination date.</p> <p>Compensation rates for additional option year(s) shall be reviewed prior to extension of the contract. The county also reserves the right to terminate the contract, with thirty (30) days written notice, at any time if the requirements of the contract are not being met satisfactorily, solely in the county's judgment.</p>
6. Prevailing Wage Applicable to all public work as defined in RCW 39.04.010(4) Public Works Definition	<p>Pursuant to Washington State RCW 39.12 PREVAILING WAGES ON PUBLIC WORKS all work identified in this project as a public work requires the contractor to pay Washington State prevailing wages and file all affidavits of intent to pay with the WA State Dept of Labor & Industries.</p> <p>Contractors shall meet the requirements for Prevailing Wage and public works requirements, per RCW 39.04.350 BIDDER RESPONSIBILITY CRITERIA – SWORN STATMENT – SUPPLEMENTAL CRITERIA.</p> <p>For this project select the Clark County rates that apply on the proposal closing date from either of these sites:</p> <p>http://www.wsdot.wa.gov/Design/ProjectDev/WageRates/default.htm http://www.ini.wa.gov/TradesLicensing/PrevWage/WageRates</p> <p>Before payment is made by the Local Agency of any sums due under this contract, the Local Agency must receive from the Contractor and each Subcontractor a copy of "Statement of Intent to Pay Prevailing Wages" (Form L & I Number 700-29) approved by the Washington State Department of Labor and Industries.</p> <p>A fee of \$45.00 per each "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" is required to accompany each form submitted to this Department of Labor and Industries. The Contractor is responsible for payment of these fees and shall make all applications directly to the Department of Labor and Industries. These fees shall be incidental to all the proposed items of this contract.</p>
7. Debarred/Suspended	<p>Federally or Washington State debarred or suspended suppliers may not participate in this Request for Proposal.</p> <p>All proposer's must fill out, sign and submit the "Certification Regarding Debarment, Suspension, and Other Responsibility Matters" form with their proposal to be eligible to participate.</p>

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<p>8. Americans with Disabilities Act (ADA) Information</p>	<p>Clark County in accordance with Section 504 of the Rehabilitation Act (Section 504) and the Americans with Disabilities Act (ADA), commits to nondiscrimination on the basis of disability, in all of its programs and activities. This material can be made available in an alternate format by emailing ADA@clark.wa.gov or by calling 564-397-2322.</p>
<p>9. Public Disclosure</p>	<p>This procurement is subject to the Washington Public Records Act (the "Act"), chapter 42.56 RCW. Once in the County's possession, all of the RFP Submittals shall be considered public records and available for public records inspection and copying, unless exempt under the Act.</p> <p>If a Respondent or Proposer considers any portion of an RFP Submittal to be protected under the law, whether in electronic or hard copy form, the Respondent or Proposer shall clearly identify each such portion with the word "PROPRIETARY". The County will notify the Respondent or Proposer in writing of the request and allow the Respondent or Proposer ten (10) days to obtain a court order enjoining release of the record(s). If the Respondent or Proposer does not take such action within the ten (10) day period, the County will release the portions of the RFP Submittal deemed subject to disclosure. All Respondents and Proposers who provide RFP Submittals for this procurement accept the procedures described above and agree that the County shall not be responsible or liable in any way for any losses that the party may incur from the disclosure of records to a third party who requests them.</p>
<p>10. Insurance/Bond</p>	<p>A. <u>Waiver of Subrogation</u> All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against County, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of subrogation prior to a loss. Contractor hereby waives its own right of subrogation against County and shall require similar written express waivers and insurance clauses from each of its subcontractors.</p> <p>B. <u>Proof of Insurance</u> Proof of Insurance shall be provided prior to the starting of the contract performance. Proof will be on an ACORD Certificate(s) of Liability Insurance, which the Proposer shall provide to Clark County. Each certificate will show the coverage, deductible and policy period. Policies shall be endorsed to state that coverage will not be suspended, voided, canceled or reduced without a 30-day written notice by mail to the County. It is the Proposer's responsibility to provide evidence of continuing coverage during the overlap periods of the policy and the contract.</p> <p>C. <u>Worker's Compensation</u> As required by the industrial insurance laws of the State of Washington.</p> <p>D. <u>Automobile</u> If the Proposer or its employees use motor vehicles in conducting activities under this Contract, liability insurance covering bodily injury and property damage shall be provided by the Proposer through a commercial automobile insurance policy. The policy shall cover all owned and non-owned vehicles. Such insurance shall have minimum limits of \$1,000,000 per occurrence, combined single limit for bodily injury liability and property damage liability with a \$1,000,000 annual aggregate limit. If the Proposer does not use motor vehicles in conducting activities under this Contract, then written confirmation to that effect on Proposer letterhead shall be submitted by the Proposer.</p> <p>E. <u>Commercial General Liability (CGL) Insurance</u> Written under ISO Form CG0001 or its latest equivalent with minimum limits of \$1,000,000 per occurrence and in the aggregate for each one-year policy period. Personal and Advertising Injury \$1,000,000 and General Aggregate \$2,000,000. This policy must renew annually. This</p>

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	<p>coverage may be any combination of primary, umbrella or excess liability coverage affording total liability limits of not less than \$1,000,000 per occurrence and in the aggregate. However, if other policies are added they must be a follow-form policy in language, renewal date, and have no more exclusions than the underlying coverage. Products and Completed Operations coverage shall be provided for a period of three years following Substantial Completion of the Work. The deductible will not be more than \$50,000 unless prior arrangements are made with Clark County on a case-by-case basis; the criterion is the Contractor's liquidity and ability to pay from its own resources regardless of coverage status due to cancellation, reservation of rights, or other no-coverage-enforce reason. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability. Clark County needs to be listed as additional insured.</p> <p>F. Professional Liability (aka Errors and Omissions) The Proposer shall obtain, at Proposer's expense, and keep in force during the term of this contract Professional Liability insurance policy to protect against legal liability arising out of contract activity. Such insurance shall provide a minimum of \$2,000,000 per occurrence. The deductible will not be more than \$25,000 unless prior arrangements are made with Clark County on a case-by-case basis; the criterion is the Proposer's liquidity and ability to pay from its own resources. It should be an "Occurrence Form" policy. If the policy is "Claims Made", then Extended Reporting Period Coverage (Tail coverage) shall be purchased for three (3) years after the end of the contract.</p> <p>G. Umbrella Liability Coverage Umbrella Coverage in the amount of \$1,000,000 shall be provided and will apply over all liability policies without exception, including Commercial General Liability and Automobile Liability.</p> <p>H. Additional Insured Clark County, its officers, employees and agents, will be named on all policies of contractor and any subcontractors as an additional insured, with no restrictions or limitations concerning products and completed operations. This coverage shall be primary coverage and noncontributory to any coverage maintained by Clark County. The contractor shall provide Clark County with verification of insurance and endorsements required by this agreement. Clark County reserves the right to require complete, certified copies of all required insurance policies at any time. All insurance shall be obtained from an insurance company authorized to do business in the State of Washington.</p> <p>All policies must have a Best's Rating of A-VII or better.</p>
<p>11. Plan Holders List</p>	<p>All proposers are required to be listed on the plan holders list.</p> <p>✓ Prior to submission of proposal, please confirm your organization is on the Plan Holders List below:</p> <p>To view the Plan Holders List, please click on the link below or copy and paste into your browser. Clark County RFP site: https://clark.wa.gov/internal-services/purchasing-overview</p> <ul style="list-style-type: none"> • If your organization is NOT listed, submit Attachment B - Letter of Interest to ensure your inclusion. • Proposals received by Clark County by proposers not included on the Plan Holders List may be considered non-responsive.

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Part II Proposal Preparation and Submittal

Section IIA	Pre-Submittal Meeting / Clarification
1. Pre-Submittal Meeting	There are no plans to hold a pre-submittal meeting or site visit for this project.
2. Proposal Clarification	<p>Questions and requests for clarification regarding this Request for Proposal must be directed in writing, via email, to the person listed on the cover page.</p> <p>The deadline for submitting such questions/clarifications is November 15, 2023 by 5:00 pm Pacific Standard Time.</p> <p>An addendum will be issued no later than November 20, 2023 to all recorded holders of the RFP if a substantive clarification is in order.</p> <p>The Questions & Answers/Clarifications are available for review at the link below. Each proposer is strongly encouraged to review this document prior to submitting their proposal.</p> <p>Clark County RFP site: https://clark.wa.gov/internal-services/request-proposal-1</p>
Section IIB	Proposal Submission
1. Proposals Due	<p>Sealed proposals must be received no later than the date, time and location specified on the cover of this document.</p> <p>The outside of the envelope/package shall clearly identify:</p> <ol style="list-style-type: none"> 1. RFP Number and; 2. TITLE and; 3. Name and Address of the Proposer. <p>Responses received after submittal time will not be considered and will be returned to the Proposer - unopened.</p> <p>Proposals received with insufficient copies (as noted on the cover of this document) cannot be properly disseminated to the Review Committee and other reviewers for necessary action, therefore, may not be accepted.</p>
2. Proposal	<p>Proposals must be clear, succinct and not exceed fifty (50) pages, <u>excluding</u> resumes, E-Verify, coversheet and debarment form. Proposer's who submit more than the pages indicated may not have the additional pages of the proposal read or considered.</p> <p>For purposes of review and in the interest of the County, the County encourages the use of submittal materials (i.e. paper, dividers, binders, brochures, etc.) that contain post-consumer recycled content and are <u>readily recyclable</u>.</p> <p>The County discourages the use of materials that cannot be readily recycled such as PVC (vinyl) binders, spiral bindings, and plastic or glossy covers or dividers. Alternative bindings such as reusable/recyclable binding posts, reusable binder clips or binder rings, and recyclable cardboard/paperboard binders are examples of preferable submittal materials.</p>

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Self-Insured Health Claims Auditor

	<p>Proposers are encouraged to print/copy on both sides of a single sheet of paper wherever applicable; if sheets are printed on both sides, it is considered to be two pages. Color is acceptable, but content should not be lost by black-and-white printing or copying.</p> <p>All submittals will be evaluated on the completeness and quality of the content. Only those Proposers providing complete information as required will be considered for evaluation. The ability to follow these instructions demonstrates attention to detail.</p> <p>Additional support documents, such as sales brochures, may be included with each copy unless otherwise specified.</p>
Section IIC	Proposal Content
1. Cover Sheet	This form is to be used as your proposal Cover Sheet. See Cover Sheet - Attachment A
2. Project Team	Specify the proposed structure of the account management and customer service support functions.
3. Management Approach	Provide an implementation timeline and accompanying documents to identify a communication strategy and tools for use during initial education and open enrollment period.
4. Respondent's Capabilities	Respond to the attached questionnaire. Include any additional information about capabilities, including participant education, in your proposal.
5. Project Approach and Understanding	We will defer to the proposal and responses to the RFP questions.
6. Proposed Cost	<p>Your firms fee proposal, and a description of how the fee proposal would be structured, including:</p> <ul style="list-style-type: none"> • Hourly rate by audit team member (if applicable), bundled fee for claims audit, or other. • Identify fee by medical and dental claim sample size (e.g. fee for 100 claims, fee for 200 claims, etc.) • Travel expenses (if applicable) • Specify other expenses included in the medical and dental claims audit fees (e.g. report productions, postage, etc.) • Identify the markup for outside services (if applicable)

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7. Employment Verification	<p>Please refer to section 1A.6. – E-Verify</p> <p>IMPORTANT NOTE: Include this portion of the response immediately AFTER the cover page, if not already on file with Clark County. Current vendors on file can be viewed at: https://clark.wa.gov/internal-services/purchasing-overview</p>
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Part III Proposal Evaluation & Contract Award

Section IIIA	Proposal Review and Selection												
1. Evaluation and Selection:	Proposals received in response to this RFP will be evaluated by a Review Committee. The Committee review results and recommendations may be presented to an appropriate advisory board prior to the consent process with the Clark County Council.												
2. Evaluation Criteria Scoring	<p>Each proposal received in response to the RFP will be objectively evaluated and rated according to a specified point system.</p> <p>A one hundred (100) point system will be used, weighted against the following criteria:</p> <table border="1" data-bbox="402 684 1422 1121"> <tr> <td>Cost, fees and project deliverables</td> <td>30</td> </tr> <tr> <td>Auditor's approach including project timetable, responsiveness to this proposal, and work plan</td> <td>20</td> </tr> <tr> <td>Auditor's understanding, experience, and familiarity with projects of similar size, scope and population</td> <td>25</td> </tr> <tr> <td>Qualifications and related experience of individuals assigned</td> <td>20</td> </tr> <tr> <td>Strength of technology, analytical tools, expertise and innovative solutions</td> <td>5</td> </tr> <tr> <td style="text-align: right;">Total Points</td> <td>100</td> </tr> </table>	Cost, fees and project deliverables	30	Auditor's approach including project timetable, responsiveness to this proposal, and work plan	20	Auditor's understanding, experience, and familiarity with projects of similar size, scope and population	25	Qualifications and related experience of individuals assigned	20	Strength of technology, analytical tools, expertise and innovative solutions	5	Total Points	100
Cost, fees and project deliverables	30												
Auditor's approach including project timetable, responsiveness to this proposal, and work plan	20												
Auditor's understanding, experience, and familiarity with projects of similar size, scope and population	25												
Qualifications and related experience of individuals assigned	20												
Strength of technology, analytical tools, expertise and innovative solutions	5												
Total Points	100												
Section IIIB	Contract Award												
1. Consultant Selection	<p>The County will determine the most qualified proposer based on the evaluation criteria listed using predetermined weights, the attributes of the Proposers and the overall responsiveness of the Proposal. If the County does not reach a favorable agreement with the top Proposer, the County shall terminate negotiations and begin negotiations with the next qualified Proposer. If the County is unable to reach agreeable terms with either Proposer, they may opt to void the RFP and determine next steps.</p> <p>Clark County reserves the right to accept or reject any or all proposals received, to negotiate with any or all prospective contractors on modifications to proposals, to waive formalities, to postpone award, or to cancel in part or in its entirety this RFP. Clark County reserves the right to award the contract based on the best interests of the County.</p>												
2. Contract Development	The proposal and all responses provided by the successful Proposer may become a part of the final contract.												
3. Award Review	The public may view Request for Proposal documents by submitting a public records request at www.clark.wa.gov .												

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4. Orientation/Kick-off Meeting	Each vendor is expected to provide an implementation plan with their proposal and/or during the finalist interview. The vendor is responsible for initiating and driving the implementation to ensure activities are completed before the effective date.
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Attachment A: COVER SHEET

General Information:

Legal name of Proposing Firm	
Street Address	
City State Zip Code	
Contact Person	
Phone	
Program Location (if different than above)	
Email Address	
Tax Identification Number	

ADDENDUM:

Proposer shall acknowledge receipt of Addenda by checking the appropriate box(es).

None 1 2 3 4 5 6

NOTE: Failure to do so, shall render the proposer non-responsive and therefore be rejected.

I certify that to the best of my knowledge the information contained in this proposal is accurate and complete and that I have the legal authority to commit this agency to a contractual agreement. I realize the final funding for any service is based upon funding levels, and the approval of the Clark County Council and required approvals.

Authorized Signature of Proposing Firm

Date

Printed Name

Title

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Attachment B: LETTER OF INTEREST

Legal Name of Proposer Firm	
Street Address	
City State Zip Code	
Contact Person Title	
Phone	
Program Location (if different than above)	
Email Address	

- All proposers are required to be included on the plan holders list.
- If your organization is NOT listed, submit the ‘Letter of Interest’ to ensure your inclusion.

Email Letter of Interest to: Koni.Odell@clark.wa.gov and Priscilla.Ricci@clark.wa.gov

Clark County web link: <https://clark.wa.gov/internal-services/request-proposal-1>

This document will only be used to add a proposer to the plan holders list. Submitting this document does not commit proposer to provide services to Clark County, nor is it required to be submitted with proposal.

Proposals may be considered non-responsive if the Proposer is not listed on the plan holders list.

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Attachment C



Clark County, Washington

**Certification Regarding
Debarment, Suspension and Other Responsibility Matters**

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Company Name

Typed Name & Title of Authorized Representative

Signature of Authorized Representative

Date

I am unable to certify to the above statements. My explanation is attached.

Questionnaire

As part of your proposal, each vendor shall provide answers to the questions listed below. When answering these questions, please number your responses to correspond with the numbers listed in this questionnaire.

1. Give a brief history of your organization, including size, services, and resources available.
2. Describe your qualifications to provide the services outlined in this RFP. Include the following:
 - a. Date of your firm's first claims audit
 - b. Total number of claims audits administered since 2020
 - c. Number of claims audits you administered in 2022
 - d. Your experience working with government clients or other similar organizations
3. Please describe the work you did for another relevant client and how that created added value.
4. Provide a sample report.
5. Provide a list of data requirements you typically require from your client to complete medical claims audit.
6. Include a list of those team members who will be on the team servicing our account and a summary of their related experience.
7. Identify the location/office that will service our account.
8. Provide a list of three clients whom we may contact for references, and who you have worked for in the past three years. Include company name, contact name, and telephone number.

SAMPLE CONTRACT ONLY

Clark County, Washington

Contract Name

(For example Contract for Analysis of Rural Land Bank Potential with Jones Consulting)

Solicitation No. _____

*(the Purchase Order in Workday, or the name and number of your bid/small works quote/rfp
(i.e. Rural Land Bank RFP 674))*

THIS CONTRACT, entered this _____ day of _____ YEAR, by and between CLARK COUNTY, after this called "County," a political subdivision of the State of Washington, and (***)Insert Vendor Name), after this called "Contractor."

WITNESSETH

WHEREAS, the Contractor has been chosen through a competitive process by the County (RFP # XXX/or appropriate procurement method)) and has the expertise to provide services for Clark County and to perform those services more particularly set out in the proposal attached hereto and incorporated herein by this reference as Exhibit A.

WHEREAS, Clark County does not have available staff to provide such services for the benefit of the services of Clark County, NOW, THEREFORE,

THE COUNTY AND THE CONTRACTOR MUTUALLY AGREE AS FOLLOWS:

1. Services. The Contractor shall perform services as set forth in Exhibit A.
2. Time. The contract shall be effective beginning (insert beginning date) and ending (insert ending date). These dates must be the same you put inside your RFP. Are there extensions available? They must be listed here also, and they must be the same a you listed in your RFP.
3. Compensation. County shall pay the Contractor for performing said services upon receipt of a written invoice according to the schedule set forth in Exhibit B, which is attached hereto and incorporated herein by this reference. The parties mutually agree that in no event

may the amount billing exceed (the dollar amount in Exhibit "B") without prior approval of the County.

4. Termination. The County may terminate this Contract immediately upon any breach by Contractor in the duties of Contractor as set forth in Contract. The waiver by the County of one or more breaches shall not be construed as a waiver of any subsequent breach or breaches. Either party may terminate this Contract without cause upon ninety (90) days prior written notice. Further, County may terminate this Contract upon immediate notice to Contractor in the event that the funding for the project ceases or is reduced in amount. The Contractor will be reimbursed for services expended up to the date of termination. Within fourteen (14) days of any termination the Contractor will provide all work products and working documents developed within the effective term of the contract.

5. Independent Contractor. The Contractor shall always be an independent Contractor and not an employee of the County and shall not be entitled to compensation or benefits of any kind except as specifically provided herein.

6. Indemnification / Hold Harmless. The Consultant shall defend, indemnify and hold the County, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the negligent acts, errors or omissions of the Consultant in performance of this Contract, except for injuries and damages caused by the sole negligence of the County. Should a court of competent jurisdiction determine that this Contract is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the County, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and

cost to defend, hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Contract.

7. Wage and Hour Compliance. Contractor shall comply with all applicable provisions of the Fair Labor Standards Act and any other legislation affecting its employees and the rules and regulations issued thereunder insofar as applicable to its employees and shall always save County free, clear and harmless from all actions, claims, demands and expenses arising out of said act and the rules and regulations that are or may be promulgated in connection therewith.

8. Social Security and Other Taxes. The Contractor assumes full responsibility for the payment of all payroll taxes, use, sales, income or other form of taxes, fees, licenses, excises, or payments required by any city, federal or state legislation that is now or may during the term of this Contract be enacted as to all persons employed by the Contractor in performance of the work pursuant to this Contract and shall assume exclusive liability therefore, and meet all requirements thereunder pursuant to any rules and regulations that are now and may be promulgated in connection therewith.

9. Contract Documents: Contract documents consist of this Contract, Exhibit A, a scope of work which consists of a proposal based on (bid, quote, RFP & #, (i.e. RFP #675), and Exhibit B, budget documents. (add in additional Exhibits if needed). If there is a conflict between the provisions of these documents, the provisions of this Contract shall control.

10. Equal Employment Opportunity: The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, gender, gender identity, sexual orientation, age, disability, marital status or national origin.

11. Changes: County may, from time to time, require changes in the scope of the services to be performed hereunder. Such changes including any increase or decrease in the amount of the Contractor's compensation which are mutually agreed upon by and between County and the Contractor, shall be in writing, signed by both parties and incorporated in the written amendments to the Contract.

12. Public Records Act: Notwithstanding the provisions of this Contract to the contrary, to the extent any record, including any electronic, audio, paper or other media, is required to be kept or indexed as a public record in accordance with the Washington Public Records Act, RCW Chapter 42.56, as may hereafter be amended, Contractor agrees to maintain all records constituting public records and to produce or assist Clark County in producing such records, within the time frames and parameters set forth in state law. Contractor further agrees that upon receipt of any written public record request, Contractor shall, within two business days, notify Clark County by providing a copy of the request to the Clark County Public Records Officer/**Department of ?**.

13. Governing Law. This Contract shall be governed by the laws of the State of Washington. Venue for any litigation shall be in accordance with RCW 36.01.050.

14. Confidentiality. With respect to all information relating to County that is confidential and clearly so designated, the Contractor agrees to keep such information confidential.

15. Conflict of Interest. The Contractor covenants that it has had no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services hereunder. The Contractor further covenants that no person having such interest shall be employed by it or shall perform services as an independent contractor with it, in the performance of this contract.

16. Liability Insurance. The contractor specifically confirms and warrants that it has errors and omissions liability insurance with minimum limits of \$500,000 per occurrence and in the aggregate for each one-year period. Failure to provide proof of insurance within three (3) business days upon demand by the County is agreed by both parties to be a material breach of his Contract and may result in termination of this Contract pursuant to Paragraph four (4) above.

17. Consent and Understanding. This Contract contains a complete and integrated understanding of the Agreement between the parties and supersedes any understandings, contract, or negotiations, whether oral or written, not set forth herein or in written amendments hereto duly executed by both parties.

18. Severability. If any provision of this contract is held invalid, the remainder would then continue to conform to the terms and requirements of applicable law.

IN WITNESS THEREOF, County and the Contractor have executed this Contract on the date first above written.

Signatory blocks, use the signatories that apply based on the size of the contract and funding sources and your department.

County Manager signature block

CLARK COUNTY

(COMPANY – INC, LLC, CORP, ETC)

, County Manager

By

Printed Name

Title

Approved As To Form Only:
ANTHONY F. GOLIK
Prosecuting Attorney

By _____
Deputy Civil Prosecutor

County Council signature block IF NEEDED

COUNTY COUNCIL
CLARK COUNTY, WASHINGTON

Attest:

Clerk to the Council

By: _____
, Chair

Approved as to Form Only:
Anthony F. Golik
Prosecuting Attorney

By: _____
, Councilor

By _____
Deputy Civil Prosecutor

By: _____
, Councilor

By: _____
, Councilor

By: _____
, Councilor