

# Master Agreement

THIS MASTER COOPERATIVE PURCHASING AGREEMENT (this "**Master Agreement**") is entered into by and between The Cooperative Council of Governments, Inc., the Winning Supplier, And Equalis. Throughout this Master Agreement, CCOG, Winning Supplier, and Equalis are referred to interchangeably as in the singular "**Party**" or in the plural "**Parties**."

## 1. RECITALS

**A.** CCOG is a Council of Governments formed under Chapter 167 of the Ohio Revised Code and serves as a lead agency (a "**Lead Public Agency**") for Equalis Group ("**Equalis Group**"), a national cooperative purchasing organization, by publicly procuring Master Agreements for products and services to be made available to current and prospective Equalis Group members ("**Equalis Group Member**" or "**Member**").

**B.** Equalis is the third-party procurement administrator for and duly authorized agent of CCOG, and in that role manages the procurement, contract management, marketing, sales, reporting, and financial activities of, for, and on behalf of CCOG at the direction and with the authorization of the CCOG Board of Directors.

**C.** To the extent that the laws of a state, region, territory, and/or country permit, any public sector entity may join Equalis Group as a Member. The term "**Public Sector Entities**" includes, but is not limited to, political subdivisions, municipal corporations, counties, townships, villages, school districts, special districts, public institutions of higher education or training, units of government, state/regional/territorial agencies, state/regional/territorial governments, federal/national agencies, federal/national governments, and other entities receiving financial support from tax monies and/or public funds.

**D.** Any organization that is exempt from federal income tax under Section 501(c)(3) of the IRS Code, and any other entity if permitted under the IRS Code and other applicable law, including for-profit companies, may also join Equalis Group as a Member.

**E.** Equalis Group makes its Master Agreements available through groups and associations ("**Association Partners**") that contract with Equalis for the purpose of providing additional benefits to the members of such Association Partners.

**F.** Members, Association Partners, and Association Partners' members are referred to throughout this Master Agreement as Equalis Group participants ("**Equalis Group Participants**").

**G.** CCOG issued this request for proposal ("RFP") on behalf of Equalis Group Participants for and awarded a contract to Winning Supplier as a lowest responsive and responsible bidder. The products and services made available in this contract are defined by the contents of the Winning Supplier's Cost Proposal submission ("**Products & Services**").

**H.** CCOG and Equalis agree to make the Products & Services from Winning Supplier available to Equalis Group Participants and Winning Supplier agrees to provide the same to Equalis Group Participants who purchase Products & Services ("**Program Participants**") subject to the terms of this Master Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties agree to the following terms and conditions:

## 2. TERMS & CONDITIONS

- 2.1. **Personnel & Equipment.** The Parties agree that the number and types of any subcontractors, dealers, distributors, personnel, or specialized equipment which may be required to furnish Products & Services to Program Participants will be determined by Winning Supplier. Winning Supplier agrees to engage the number and types of subcontractors, personnel, and/or specialized equipment necessary to furnish the types of Products & Services as specified in **Appendix B** to all Program Participants throughout the Term, as defined in **Appendix A**, of this Master Agreement and any Customer Agreement.
- 2.2. **Supplemental Agreements.** Winning Supplier may enter into separate supplemental agreements with an Equalis Group Participant to further define the terms and conditions of purchasing Products & Services as defined in **Appendix B** ("**Customer Agreement**"). Any Customer Agreement entered into as a result of this contract is exclusively between the Program Participant and Winning Supplier. Neither CCOG, Equalis Group, its agents, Member and employees shall be made party to any claim for breach of such agreement.
- 2.3. **Rates & Charges.** The rates, fees, and charges to be charged to and paid by Program Participants for Products & Services are set forth in **Appendix B**. Winning Supplier agrees that there are no other applicable rates, fees, charges, or other monetary incentives for Products & Services except those set forth in Winning Supplier's cost proposal.
- 2.4. **The Term.** This Master Agreement and the Appendices attached hereto will become effective as of effective date identified in the **Master Agreement Signature Form** (the "**Effective Date**"). This Master Agreement will remain in effect for two (2) years and will expire on the date identified in the **Master Agreement Signature Form** (the "**Termination Date**") unless extended, terminated, or cancelled as set forth in the Master Agreement (the "**Initial Term**"). This Master Agreement may be renewed for three (3) additional one (1) year periods by CCOG (a "**Renewal Term**") unless this Master Agreement is terminated as set forth herein. By mutual consent of the Parties, the Term of this Master Agreement may be extended beyond the Initial and Renewal Term (the "**Extended Term**"). The Initial Term together with all Renewal Terms and Extended Terms exercised are hereinafter collectively referred to as the "**Term.**"
- 2.5. **Formation of Contract**
- a. **Bidder Contract Documents.** CCOG and Equalis Group will review proposed Bidder contract documents. Bidder's contract document shall not become part of CCOG and Equalis Groups' contract with Bidder unless and until an authorized representative of CCOG and Equalis Group reviews and approves it.
- b. **Entire Agreement.** This Master Agreement, including its Recitals, together with all components of the RFP, attachments, appendices, and exhibits hereto, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior oral or written representations and agreements with regard to the same subject matter. The Parties acknowledge that this Master Agreement has been negotiated and incorporates their collective agreement as to the provisions to be contained herein. Therefore, no presumption will arise giving benefit of interpretation by virtue of authorship of any provision of this Master Agreement, and any ambiguity may not be construed for or against any Party.

Winning Supplier's complete and final RFP response is hereby incorporated into and made part of this Master Agreement.

- c. **Modification.** No release, discharge, abandonment, waiver, alteration, or modification of any of the provisions of this Master Agreement, or any of the Appendices incorporated herein, shall be binding upon any Party unless set forth in a writing signed by authorized representatives of the Parties.
- d. **Assignment.** This Master Agreement and the rights and obligations hereunder may not be assignable by any Party hereto without the prior written consent of the other Parties, which consent shall not be unreasonably withheld, conditioned, or delayed, provided, however, that Winning Supplier and Equalis may assign their respective rights and obligations under this Master Agreement without the consent of the other Parties in the event either Winning Supplier or Equalis shall hereafter effect a corporate reorganization, consolidation, merger, merge into, sale to, or a transfer of all or substantially all of its properties or assets to another entity. Subject to the preceding sentence, this Master Agreement will be binding upon, inure to the benefit of, and be enforceable by the Parties and their respective successors and assigns. Any instrument purporting to make an assignment in violation of this section shall be null and void. This Master Agreement may be extended to additional entities affiliated with the Parties upon the mutual agreement of the Parties. No such extension will relieve the extending Party of its rights and obligations under this Master Agreement.
- e. **Order of Precedence.**
  - (1) General terms and conditions
  - (2) Specifications and scope of work
  - (3) Attachments and exhibits
  - (4) Documents referenced or included in the solicitation

## 2.6. **Confidentiality.**

- a. **Obligation.** The nature and details of the business relationship established by this Master Agreement, and the business information regarding the other Party(ies) (the "**Disclosing Party**") to which a Party(ies) (the "**Receiving Party**") may become privy during the Term of this Master Agreement (collectively, the "**Information**") constitute confidential and proprietary information, the disclosure, copying, or distribution of which could result in competitive harm to the Disclosing Party. Each Party agrees to maintain the other Parties' Information in the strictest confidence and agrees not to disclose, copy, or distribute the other Parties' Information, whether orally or in writing, directly or indirectly, in whole or in part, except to those of the Receiving Party's employees, agents, subcontractors, and suppliers with a need to know the Information. The foregoing will not limit a Receiving Party, for purposes of marketing, from informing actual or potential Equalis Group Participants of the existence of a contractual relationship between the Parties. The Parties further agree that they will require that all of their employees, agents, subcontractors, and suppliers abide by the terms of these confidentiality obligations. The confidentiality obligations set forth in this section will continue in effect for the Term of this Master Agreement and for a period of two (2) years after the date this Master Agreement is terminated or expires.
- b. **Exceptions.** Nothing herein will apply to any information (a) which is or becomes generally available to the public other than as a result of a disclosure by a Receiving Party or its representatives, (b) which was available on a non-confidential basis prior to its disclosure by

the Disclosing Party or its representatives, (c) which becomes available to a Receiving Party on a non-confidential basis from a source other than the Disclosing Party or its representatives, provided that such source is not known to be subject to any prohibition against transmitting the information, (d) which is disclosed pursuant to an order of court; provided that in the event that proprietary information is disclosed or threatened to be disclosed pursuant to this clause (d), the Receiving Party will give the original Disclosing Party prompt, written Notice, as hereinafter defined, of such threatened disclosure and the right to defend against such disclosure, at Disclosing Party's expense, and provided further that the original Receiving Party will cooperate reasonably in such defense, or (e) which is subject to a Freedom of Information Act Request or other public records request to which a Party is, or may be, required to respond by applicable law.

**2.7. Indemnification.** Winning Supplier shall protect, indemnify, and hold harmless both CCOG and Equalis Group and its Members, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of Winning Supplier, Winning Supplier employees or subcontractors in the preparation of the solicitation and the later execution of the contract, including any supplemental agreements with Members.

**2.8. Notice & Opportunity to Defend; Limitations & Thresholds.**

- a. Notice; Opportunity.** If any losses are asserted against an Indemnified Party, such Indemnified Party shall notify the Indemnifying Party as promptly as practicable and give it an opportunity to defend the same. The Indemnified Party shall reasonably cooperate with the Indemnifying Party in connection with such defense. In the event that the Indemnifying Party in connection with such claim fails to defend against the claim within thirty (30) days after Notice of such claim, the Indemnified Party shall be entitled to assume the defense thereof, and the Indemnifying Party shall be liable to repay the Indemnified Party entitled to indemnification for all its expenses reasonably incurred in connection with said defense (including reasonable attorneys' fees and settlement payments) until the Indemnifying Party assumes such defense. The attorneys prosecuting such defense on behalf of a Party must be acceptable to the Indemnified Party, which acceptance shall not be unreasonably withheld.
- b. Liability.** Notwithstanding any other provision of this Master Agreement, indemnity obligations entered into hereunder shall be due only to the extent of the Losses actually suffered by an Indemnified Party (i.e., reduced by any offsetting or related asset or service received and any recovery from any third party). The Indemnifying Party's insurance shall obtain all rights of the Indemnified Party against any third party with respect to any claim for which indemnity was paid.

**2.9. Winning Supplier Insurance.** During the Term of this Master Agreement, and for two (2) years following expiration or termination of this Master Agreement, Winning Supplier, at its own expense, shall maintain and shall require that its agents, subcontractors, and suppliers engaged in Winning Supplier's performance of its duties under this Master Agreement maintain general liability insurance, property insurance, and automobile insurance (at a minimum, in the amount of \$1,000,000 per occurrence/\$5,000,000 annual aggregate) applicable to any claims, liabilities, damages, costs, or expenses arising out of its performance under this Master Agreement, or any Appendix, and with respect to, or arising out of, Winning Supplier's provision of Products & Services to Program Participants. CCOG, Equalis, and their respective officers, directors, employees, and agents will be named as certificate holders on Winning Supplier's related insurance policies. All such insurance policies shall incorporate a provision requiring the giving of written Notice to CCOG and Equalis at least thirty (30) days prior to the cancellation, nonrenewal,

and/or material modification of any such policies. Winning Supplier shall submit to Equalis within ten (10) calendar days after the Effective Date of this Master Agreement, and prior to furnishing Products & Services to any Program Participants, valid certificates evidencing the effectiveness of the foregoing insurance policies. Winning Supplier shall provide such valid certificates on an annual basis until the terms of this section are no longer applicable.

**2.10. Termination Rights.** The Parties shall have the termination rights set forth below.

- a. **Insolvency.** If a petition in bankruptcy is filed by any Party, or if any Party is adjudicated as bankrupt, or if any Party makes a general assignment for the benefit of creditors, or if a receiver is appointed on account of the insolvency of any Party, then the other Parties, without prejudice to any other right or remedy, may terminate this Master Agreement upon giving at least five (5) business days prior written Notice of such termination.
- b. **Mutual Consent.** This Master Agreement, or any Appendix, may be terminated at any time by the mutual written consent of the Parties.
- c. **Breach.** In the event that any Party commits a material breach of its obligations under this Master Agreement, except for a payment obligation, the non-breaching Party(ies) may provide written Notice describing the material breach to the breaching Party. The breaching Party will have thirty (30) calendar days to cure such breach or provide acceptable reassurance to the non-breaching Party(ies), or, if the Parties agree that a cure or reassurance is not feasible within thirty calendar (30) days, such period of time for cure or satisfactory reassurance as the Parties may agree in writing. If the breach is not cured within such period or if satisfactory reassurance is not accepted by the non-breaching Party(ies) in such period, then the Party(ies) not in breach may terminate this Master Agreement upon ten (10) business days written Notice at the Addresses for Notices set forth in Appendix A.

**2.11. Effects of Termination.** Upon termination of this Agreement for any reason, all Customer Agreements entered into with Program Participants shall immediately terminate. Winning Supplier shall immediately cease any sales of Products & Services to any Program Participant under and through the terms of this Master Agreement. Following the date of termination, Winning Supplier shall not be precluded from selling its products and services to individuals, businesses, and entities that were Program Participants when this Master Agreement was in effect either directly or through some other contract vehicle. Following the date of termination, CCOG and Equalis shall not be precluded from transitioning individuals, businesses, and entities that were Program Participants when this Master Agreement was in effect to another agreement or Equalis Group supplier partner.

**2.12. Audit of Winning Supplier.** CCOG and Equalis, whether directly or through an independent auditor or accounting firm, shall have the right to perform audits, including inspection of books, records, and computer data relevant to Winning Supplier's provision of Products & Services to Program Participants pursuant to this Master Agreement, to ensure that pricing, inventory, quality, process, and business controls are maintained; provided, however, that such inspections and audits will be conducted upon reasonable notice to Winning Supplier and so as not to unreasonably interfere with Winning Supplier's business or operations.

**2.13. Force Majeure.** This Master Agreement will be temporarily suspended during any period to the extent that any Party during that period is unable to carry out its obligations under this Master Agreement or the Appendices by reason of an Act of God or the public enemy, act of terrorism, epidemic or pandemic, fire, flood, labor disorder not caused by Winning Supplier, civil commotion, closing of the public highways not caused by Winning Supplier, government interference, government regulations, or any other event or occurrence beyond the reasonable control of the affected Party (“**Event of Force Majeure**”). No Party will have any liability to the other Party(ies) for a delay in performance nor failure to perform to the extent this Master Agreement or any Appendix is so temporarily suspended; provided that nothing contained herein shall apply to payment obligations with respect to obligations which have already been performed under this Master Agreement. If the provision of Products & Services are impeded due to an Event of Force Majeure, then Winning Supplier may apportion the provision of Products & Services among its present and future customers on a fair and reasonable basis after consulting with Equalis and the Program Participants potentially affected and in a manner that would not reasonably be expected to disproportionately affect Program Participants.

**2.14. Notices.** All notices, claims, certificates, requests, demands, and other communications required or permitted hereunder (“**Notice**”) must be in writing and will be deemed given to the Addresses for Notices (a) when delivered personally to the recipient, (b) upon delivery by reputable overnight courier service (charges prepaid), or (c) upon delivery or refusal of delivery by certified or registered mail, return receipt requested, and addressed to the intended recipient. The Parties agree that the day-to-day business communications, including notification of a change of address, pricing updates, or revisions to any Appendix, may be made via electronic communication.

**a. Addresses for Notices.** Written notices for the Winning Supplier will be sent to the remittance address provided the Winning Supplier’s proposal.

i. If to **CCOG**:

The Cooperative Council of  
Governments, Inc.  
Attn: Board President  
6001 Cochran Road, Suite 333  
Cleveland, Ohio 44139  
Facsimile: 440.337.0002

ii. If to **EQUALIS**:

Equalis Group, LLC.  
Attn: Eric Merkle, SVP  
5550 Granite Parkway,  
Suite 298  
Plano, Texas 75024

**2.15. Waiver.** Other than the rights and obligations with respect to payment provided by this Master Agreement, waiver by any Party(ies) of or the failure of any Party(ies) hereto to enforce at any time its rights with regard to any breach or failure to comply with any provision of this Master Agreement by the other Party(ies) may not be construed as, or constitute, a continuing waiver of such provision, or a waiver of any other future breach of or failure to comply with the same provision or any other provision of this Master Agreement.

**2.16. Governing Law; Invalidity.** This Master Agreement shall be construed and enforced in accordance with, and governed by, the laws of the State of Ohio without regard to rules of conflict of laws. If any provision of this Master Agreement is declared unlawful or unenforceable

by judicial determination or performance, then the remainder of this Master Agreement shall continue in force as if the invalidated provision did not exist. Any suits filed by any Party pursuant to this Master Agreement shall be brought in a court of competent jurisdiction located in Cuyahoga County, Ohio. In the event any Party initiates a suit and that suit is adjudicated by a court of competent jurisdiction, the prevailing Party shall be entitled to reasonable attorney's fees and costs from the non-prevailing Party in addition to any other relief to which the court determines the prevailing Party is entitled or awarded.

**2.17. No Third-Party Beneficiaries; Survival of Representations.** This Master Agreement is made solely for the benefit of the Parties to it, and no other persons will acquire or have any right under or by virtue of this Master Agreement. Except as otherwise provided herein, all representations, warranties, covenants, and agreements of the Parties shall remain in full force and effect regardless of any termination of this Master Agreement, in whole or in part.

**2.18. Execution in Counterparts.** This Master Agreement may be executed in one or more counterparts, each of which will be deemed an original. For purposes of this Master Agreement, a facsimile, scanned, or electronic signature will be deemed an original signature.

**2.19. Nondiscrimination & Intimidation.**

- a. Winning Supplier expressly agrees that in the hiring of employees for the performance of work or services under this Master Agreement or any subcontract that takes place in the State of Ohio, Winning Supplier, its subcontractors, or any person acting on a Winning Supplier's or its subcontractor's behalf shall not discriminate in the hiring of employees by reason of race, creed, sex, disability as defined in **Section 4112.01** of the Ohio Revised Code nor shall it discriminate against any citizen of the State of Ohio in the employment of labor or workers who are qualified and available to perform the Work to which the employment relates.
- b. Winning Supplier expressly agrees that Winning Supplier, any of its subcontractors, or any person on behalf of Winning Supplier or its subcontractors in any manner shall not discriminate against or intimidate any employee hired for the performance of work or services under this Master Agreement on account of race, creed, sex, disability as defined in **Section 4112.01** of the Ohio Revised Code, or color.
- c. Winning Supplier expressly agrees to include principally similar provisions of this section in each of its written subcontractor agreements for the Products & Services subject to this Master Agreement.



***REQUEST FOR PROPOSALS:***

Independent Third-Party Administration and Local Network  
Services

***RFP #:***

COG-2137

***ISSUED BY:***

The Cooperative Council of Governments  
On Behalf of Equalis Group

*6001 Cochran Road, Suite 333  
Cleveland, Ohio 44139*

***DATED:***

July 15, 2022

***SECTION TWO:***

Proposal Submission Documents, Technical Proposal, Cost  
Proposal and Other Required Forms



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# PROPOSAL FORM CHECKLIST

## The following documents must be submitted with the Proposal

The below documents can be found in Section 2; Proposal Submission and Required Bid Forms and must be submitted with the proposal. Please note Proposal Form 2 is a separate attachment (attachment B).

### TECHNICAL PROPOSAL

- ☒ **Proposal Form 1: Technical Proposal**

**PROPOSAL PRICING:** Attachment B is provided separately in a Microsoft Excel file and is required to complete your cost proposal.

- ☒ **Proposal Form 2: Cost Proposal**

### OTHER REQUIRED PROPOSAL FORMS:

- ☒ **Proposal Form 3: Diversity Vendor Certification Participation**
- ☒ **Proposal Form 4: Certifications and Licenses**
- ☒ **Proposal Form 5: Unresolved Findings for Recovery**
- ☒ **Proposal Form 6: Mandatory Disclosures**
- ☒ **Proposal Form 7: Mandatory Supplier & Proposal Certifications**
- ☒ **Proposal Form 8: Debarment Notice**
- ☒ **Proposal Form 9: Lobbying Certification**
- ☒ **Proposal Form 10: Boycott Certifications**
- ☒ **Proposal Form 11: General Terms and Conditions Acceptance Form**
- ☒ **Proposal Form 12: Equalis Group Administration Agreement Declaration**
- ☒ **Proposal Form 13: Master Agreement Signature Form**

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## PROPOSAL FORM 1: TECHNICAL PROPOSAL

1. <u>OVERVIEW &amp; QUALIFICATIONS</u>		
1.1. Company Information		
1.1.1. Company Name:	The Health Plan (THP)	
1.1.2. Corporate Street Address:	1110 Main Street, Wheeling, WV 26003	
1.1.3. Organizational Structure. Provide a description of your organizational structure.	501 c-4 Not-for-Profit Corporation	
1.1.4. Total Number of Employees:	560	
1.1.5. Total Number of Employees Dedicated to Health Care Claims Administration:	300	
1.1.6. Primary Point of Contact/Account Manager. Provide information about the Account Manager assigned to work with customers and Taylor-Oswald to manage this program.	Contact Name:	David Thomas
	Title:	Assistant Vice President National Accounts
	Phone:	847-345-9391
	E-Mail Address:	dt@healthplan.org
	Years of experience:	30+
1.1.7. Authorized Representative. Print or type the name of the Bidder representative authorized to address contractual issues, including the authority to execute a contract on behalf of Bidder.	Contact Name:	David Thomas
	Title:	Assistant Vice President National Accounts
	Phone:	847-345-9391
	E-Mail Address:	dt@healthplan.org
1.2. Financial Strength & Legal Considerations		
1.2.1. <b>Financial Strength.</b> Demonstrate your financial strength and stability with meaningful data. This could include, but is not limited to, such items as financial statements, SEC filings, credit & bond ratings, letters of credit, and detailed reference letters. Note: you may mark this information as a "Trade Secret" per the terms outlined in the RFP.	Approximately a \$900 Million company with little debt and strong financial reserves as required by state insurance requirements.	
1.2.2. <b>Bankruptcy &amp; Insolvency.</b> Describe any bankruptcy or insolvency for your organization (or its predecessors, if any) or any principal of the firm in the last three (3) years.	Not Applicable, has never occurred	

<b>1.2.3. <i>Litigation.</i></b> Describe any litigation in which your company has been involved in the last three (3) years and the status of that litigation.	No litigation issues over the last three years
<b>1.3. Industry Qualifications</b>	
<b>1.3.1. <i>Network Relationship.</i></b> Describe what networks you access through third parties. Also describe what proprietary networks you've built and maintained.	We would anticipate utilizing the Medical Mutual Network, possibly Cigna Network and accessing our direct contracts as well.
<b>1.3.2. <i>Experience.</i></b> How long have you been providing Third Party Administration and Network Services? How many group clients? How much annual revenue is generated from providing Third Party Administration and Network Services? What's your average annual retention rate amongst clients?	THP has been providing TPA services for 32 years. Currently about 450 clients. Approximately \$30 Million in TPA Administration Revenue. Average retention is 7-10 years
<b>1.3.3. <i>Industry Experience.</i></b> How long has your company provided the products and services outlined in your response to this RFP?	TPA services have been provided for 32 years, other insurance services for 43 years
<b>1.3.4. <i>Geographic Reach.</i></b> Provide an overview of your organization's service footprint in i) Ohio and ii) nationally.	We provide self-funded administration services, fully insured plans and Medicare Plans in Ohio and provide self-funded administration services to clients in all 50 states nationwide.
<b>1.3.5. <i>Certifications and Licenses.</i></b> Provide a detailed explanation outlining the licenses and certifications that are i) required to be held, and ii) actually held by your organization (including third parties and subcontractors that you use). Has your company maintained these certifications on an ongoing basis? If not, when and why did your company lose any referenced certifications?  <b>NOTE:</b> Provide copies of any of the certificates or licenses included in your response in <b><u>Proposal Form 5 - Certifications and Licenses.</u></b>	THP is licensed in all states that require a third-party administrators license. These are renewed upon termination date.
<b>1.4. Public Sector Experience</b>	
<b>1.4.1. <i>Council of Government.</i></b> Have you had any experience with COG's or similar types of cooperative arrangements?	THP has had several clients that participate in cooperative arrangements. Jefferson Health Plan, Directnet to name a couple.
<b>1.4.2. <i>Public Sector Cooperative Contracts.</i></b> Provide a list of the public sector	West Virginia Chamber of Commerce MEWA is a public sector cooperative contract. The Public Employee

<p>cooperative contracts (e.g., state term contracts, public sector cooperatives, etc.) you currently hold and the annual revenue through those contracts in each of the last three (3) calendar year.</p>	<p>Insurance Agency is a government sponsored contract for public sector employees. Approximately, \$5 Million annually in revenue.</p>
<p><b>1.4.3. Public Sector Clients.</b> How many public entities and related covered employees does your organization currently provide administrative services to?</p>	<p>Approximately 50 public entities with approximately 50,000 members</p>
<p><b>1.4.4. Customer References.</b> If applicable, provide references of at least three (3) local government or educational institution customers for which your company has provided products and services similar in nature and scope to those defined in this RFP in the last three (3) years. Each reference should include:</p> <ul style="list-style-type: none"> <li><b>a.</b> Customer contact person and their title, telephone number, and email address;</li> <li><b>b.</b> A brief description of the products and services provided by your company;</li> <li><b>c.</b> Customer relationship starting and ending dates; and,</li> <li><b>d.</b> Notes or other pertinent information relating to the customer and/or the products and services your company provided.</li> </ul>	<ol style="list-style-type: none"> <li>1. CITY OF CHARLESTON, WV – MARIA CHURCH – BENEFITS MANAGER – <a href="mailto:MARIA.CHURCH@CITYOFCHARLESTON.ORG">MARIA.CHURCH@CITYOFCHARLESTON.ORG</a>  FULL SERVICE CLAIMS ADMINISTRATION INCLUDING VISION AND DENTAL.  EFFECTIVE JANUARY 1, 2018</li> <li>2. CITY OF SHERMAN, TX – MARIA BOREN – HR GENERALIST  <a href="mailto:MARIAB@CITYOFSHERMAN.COM">MARIAB@CITYOFSHERMAN.COM</a>  FULL SERVICE MEDICAL ADMINISTRATION, ANCILLARY BENEFITS, COBRA, BILLING AND COLLECTION  EFFECTIVE JANUARY 1, 2017</li> <li>3. PUBLIC EMPLOYEE INSURANCE AGENCY – CHARLESTON, WV – JASON HAUGHT, INTERIM DIRECTOR/CFO – <a href="mailto:JASONHAUGHT@PEIA.HELP@WV.GOV">JASONHAUGHT@PEIA.HELP@WV.GOV</a>  MEDICAL PLAN OFFERING TO ALL ELIGIBLE MEMBERS  EFFECTIVE JULY 1, 2010  ALL ARE STILL ACTIVE ACCOUNTS</li> </ol>

<b>2. <u>Products &amp; Services</u></b>	
<b>2.1. General</b>	
<b>2.1.1. <i>Council of Governments.</i></b> Are you able to support a Council of Government (“COG”) program that leverages the <b><u>O.R.C Section 167</u></b> regulation to allow public entities to purchase third party administration and network services?	Yes, THP is able to support this program
<b>2.1.2.</b> Are you willing to work with other service providers?	Yes, THP will work with other service providers
<b>2.1.3. <i>Actively-at-Work and Non-Confinement Rules.</i></b> Will your organization agree to waive all actively-at-work and non-confinement rules for the existing group when the initial enrollment takes place?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>2.1.4.</b> Can you support varied contract lengths amongst various groups within a COG?	Yes, contract lengths are up to the client
<b>2.1.5.</b> List any states where you cannot perform third party administration and network services.	THP is licensed in all states that require a TPA license
<b>2.1.6. <i>Administrative Services Agreement.</i></b> Please provide, as an attachment to your proposal submission, a copy of your standard Administrative Services Agreement template.	This is provided as an attachment
<b>2.2. Medical</b>	
<b>2.2.1. <i>Balance Billing.</i></b> Are providers prohibited by contract from balance billing? Explain how claims are adjudicated for hospital-based non-network providers working in a network hospital.	Networks that we contract with for access prohibits balance billing. Client benefit design dictates how claims are adjudicated for non-network providers
<b>2.2.2. <i>Access Fees and Other.</i></b> Confirm that all access fees and other administrative or	Confirmed

required reserve charges are included in your rates as quoted.	
<b>2.2.3. Indemnification.</b> Confirm that participants will be held harmless under your provider agreements for amounts owed by the plan to the provider.	Network contracts include hold harmless agreements
<b>2.2.4. Employee Assistance Program ("EAP").</b> Indicate if your medical plan comes with an EAP option and what is the visit model and services available.	THP currently does not offer an EAP Program but is willing to discuss vendors that provide this service.
<b>2.3. Network</b>	
<b>2.3.1. Physician Turnover.</b> What is the percentage of turnover of physicians in your network?	THP would propose MMO as a network and Cigna as a network option however these answers would be held by the network
<b>2.3.2. Network Changes.</b> Have there been any changes to your hospital network within the last two years or are there pending terminations or additions to your network?	N/A as these questions would have to be answered by the network that is selected
<b>2.3.3. ACO &amp; PCMH.</b> What percentages of Physicians/Hospitals in your network are contracted using some sort of Accountable Care Organizations ("ACO") or Patient Control-Centered Medical Homes ("PCMH") capital methodology?	N/A as these questions would have to be answered by the network that is selected
<b>2.3.4. ACO &amp; PCMH Reporting.</b> What reporting can be provided to identify ACO and PCMH cost and estimated bonus payments? Additionally, how does your organization estimate and value an ROI on these provider relationships?  Please provide, as a separate attachment, sample reports.	N/A as these questions would have to be answered by the network that is selected
<b>2.3.5. Network(s).</b> What are your primary and secondary networks?	Cigna, HealthSmart, MMO, First Health, PHCS, Multiplan
<b>2.3.6. Backup Network(s).</b> What backup networks does your plan utilize if any, should a member seek care outside of a network environment? And how are the discounts calculated for a self-funded client?	Cigna, HealthSmart, MMO, First Health, PHCS, Multiplan
<b>2.3.7. Hospital Contracts.</b> Can you adjudicate an outside hospital contract if we decide	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

to contract directly with a hospital? If yes, then what restrictions, if any, need to be considered?	THP can access our own network agreements where needed and also administer client specific contracts
<b>2.3.8. Remote Patient Monitoring.</b> What Remote Patient Monitoring (“RPM”) providers do you currently interface with and are you willing and able to add others at our request?	Bowtie Health , Directnet and yes THP can interface with others
<b>2.4. Claims Information</b>	
<b>2.4.1.</b> Can employees view current and historical claim information online? If so, what are the security guidelines and how far back can members view claim data?	THP website allows members to view current and historical claim information. Security is built within the website. Members can view claims for the last three years.
<b>2.4.2.</b> What is your process for handling large claims in excess of \$25,000, including oversight and approval?	Large claims in excess of \$25,000 must be reviewed by a Senior Claims Examiner prior to release. Clients can be notified of a large claim if desired.
<b>2.4.3.</b> What percentage of claims are auto-adjudicated (i.e., paid by the system after data entry is complete)?	Approximately 40% of claims are auto adjudicated. The remaining claims are reviewed for errors, medical appropriateness by Nurses and Senior Claims Examiners.
<b>2.4.4.</b> Describe your internal audit procedures. Your response may/should include, but is not limited to, audit frequency, samples sizes, and selection process	Every Claims Examiner is audited daily and follow-up training is required when audits indicate the need.
<b>2.4.5.</b> Confirm your willingness to pay for an outside audit of claims by an auditor of the participant’s choice.	Fees can be included in our quote for the ability to engage an outside audit, advance discussion would be required.
<b>2.4.6.</b> What is your administrative process to identify and pursue subrogation claims, including any related fees or charges? If subrogation is outsourced, provide the name of the firm.	THP outsources its subrogation services to the Phia Group. Claims are paid and data is sent to the vendor who identified potential subrogation. See fee schedule for fees.
<b>2.4.7.</b> Outline the performance and discount guarantees you are proposing. Include the formula for how they are calculated and how often credits are paid for performance below the guarantee.	Discount guarantees are the responsibility of the network utilized.
<b>2.4.8.</b> What is your utilization review process and how does it integrate with your medical management and wellness programs?	Utilization review is performed by our in-house Nurse Staff. All clinical services are integrated within THP. A standard set of criteria is in place to determine what services require pre-certification.
<b>3. <u>Business Operations</u></b>	
<b>3.1. Customer Service</b>	



<b>3.1.1.</b> Will this account have a dedicated claim service team? If so, list the team members and their qualifications.	The self-funded division has its own dedicated team of CSR's. A dedicated service team can be established if the volume of business warrants it. All calls are answered by a live CSR with no phone tree to go through
<b>3.1.2.</b> Provide the following performance statistics for your latest quarter: <ul style="list-style-type: none"> <li>• Average speed to answer</li> <li>• Call abandonment rate</li> <li>• Average time to abandon</li> <li>• Average time in the queue</li> </ul>	<ul style="list-style-type: none"> <li>• 10 seconds currently</li> <li>• 2% currently</li> <li>• 30 seconds currently</li> <li>• 10 seconds currently</li> </ul>
<b>3.1.3.</b> Do the customer service representatives also perform claims processing functions, or is claims processing a function performed by dedicated claims processors?	Customer Service Reps only answer client and provider calls. Dedicated claims processors process claims
<b>3.1.4.</b> Is there a toll-free number available to answer questions from the group contact and/or members? Does it include access to provider listings? Are incoming calls recorded and/or logged? Provide your customer service phone number, location and hours of operation.	Yes, there is a toll-free number. Customer Service Reps have access to provider listings depending on the network. All calls are recorded and logged into a database tool for tracking and researching. 888-816-3096. Wheeling, WV. 8:00 am to 8:00 pm EST.
<b>3.1.5.</b> Do you have Interactive Voice Response ("IVR") capabilities before and/or after hours? If yes, during what times is the service available? What information is available to employees via the IVR system?	Yes, there is an IVR available after hours, 8:00 pm – 8:00 am. Employees can leave a message and their call is returned within 24 hours.
<b>3.1.6.</b> What is your quality assurance or audit program for customer service?	All CSR's are audited daily. Recorded calls are audits against information entered into the database to verify accuracy.
<b>3.2. Quality Assurance</b>	
<b>3.2.1.</b> Does your plan have a quality assurance committee? If so, how often do they meet? Provide a listing of its membership.	THP has a quality assurance department that is involved with many of the government and CMS requirements. They are employed full-time.
<b>3.2.2.</b> Enclose a copy of your network quality improvement plan, if available.	Plan would be provided by the network selected to utilize
<b>3.3. Administration</b>	
<b>3.3.1.</b> Describe the services you provide for the initial enrollment and transition to your company? Your answer should include, but is not limited to, availability of your company representatives in the	THP Dedicated Implementation team will assist with initial enrollment and the transition. IT staff will be involved to assist with any programming needed to build interfaces with our system. Assigned staff to the account will be

<p>enrollment process and employee meetings.</p> <p><b>NOTE:</b> Please include a sample employee communication and material packet as part of your proposal submission package.</p>	<p>available to attend enrollment and employee meetings if necessary.</p>
<p><b>3.3.2.</b> Will representatives of your company be available in the enrollment process and employee meetings?</p> <p>Include (as an attachment) a sample employee communication and material packet.</p>	<p>Yes, assigned staff will be available to attend enrollment and employee meetings if needed.</p>
<p><b>3.3.3.</b> Identify any administrative functions, which can be handled via the Internet and what is the level and method of client access to eligibility and claim systems.</p>	<p>THP has a robust website where a client can perform administrative tasks related to enrollment, claims review, obtain reports, print ID Cards, upload benefit design and Plan Documents.</p>
<p><b>3.3.4.</b> Explain in detail the steps you anticipate will be needed to ensure a smooth implementation. Include a definition of specific activities and a detailed timetable of events. Provide an implementation timeline. The timetable should include dates for employee meetings, the issuance of ID cards, claim forms, contracts, and administration forms, etc.</p>	<p>See the attached implementation timeline</p>
<p><b>3.3.5.</b> Does your system maintain both employee and dependent eligibility data? Please confirm your agreement to accept the electronic eligibility in a format established by the Participant.</p>	<p>Yes, both are maintained within our system. Our implementation team will work with the client to develop any electronic eligibility data files needed to load into our system.</p>
<p><b>3.4. Data and Reporting</b></p>	
<p><b>3.4.1.</b> Indicate whether the following reporting is available with your system, at no additional charge for all lines of coverage.</p>	<p>Response below:</p>
<p><b>3.4.2.</b> At a minimum, can you provide the following Monthly claims experience by the COG as a whole and sub-group (group and plan)</p> <ul style="list-style-type: none"> <li>Monthly contract counts by sub-group (group and plan)</li> <li>Monthly large claims more than \$10,000 with</li> </ul>	<p>Claims experience can be provided for a whole client group and sub-groups if they are setup within the group structure.</p> <ul style="list-style-type: none"> <li>Yes</li> <li>Yes</li> </ul>

<p>diagnosis/prognosis/name/ID number</p> <ul style="list-style-type: none"> <li>• Summary experience by sub-group and procedure code, MDG and DRG.</li> <li>• Aggregate and detail utilization reports for non-network, as well as in-network.</li> <li>• Comparison of actual plan performance to network goals or other comparative data.</li> <li>• What is the source of the comparative data? Provide samples.</li> <li>• Top 100 providers reported quarterly by dollar, volume, code, number of claimants and members</li> <li>• Claims by relationship class</li> <li>• Disease management</li> <li>• Case management</li> <li>• Specific “data slices” to ascertain the answer to a specific question/problem</li> <li>• Eligibility file weekly to PBM vendor at no additional cost (if applicable)</li> <li>• Attach samples of these required reports in your response.</li> </ul>	<ul style="list-style-type: none"> <li>• Yes</li> <li>• Yes</li> <li>• Actual plan performance can be done but would have to review the goals or comparative data to see if it can be programmed</li> <li>• Need to be discussed</li> <li>• Would require programming for a fee</li> <li>• Yes</li> <li>• Yes</li> <li>• Need to understand the need</li> <li>• Yes</li> <li>• See attached standard report package</li> </ul>
<p><b>3.4.3.</b> Can these reports be produced electronically on a monthly, quarterly, and annual basis? If so, in what format? Provide the standard reporting package that can be prepared for the employer and indicate what additional charges, if any, would be required for ad-hoc reports.</p>	<p>The majority of these reports can be produced electronically for the time period you would want.</p> <p>See attached standard reporting package</p> <p>Most ad-hoc reports would not have a charge, however, depending on the programming a fee could be charged</p>
<p><b>3.4.4.</b> Provide a sample of a stop-loss reporting package and confirm that the reports will be provided at no additional cost.</p>	<p>See attached stop loss report package that will be provided at no cost.</p>
<p><b>3.5. Flexible Spending Accounts (“FSA”) &amp; Health Saving Accounts (“HSA”) - Debit Cards</b></p>	
<p><b>3.5.1.</b> What financial institution do you use for debit cards?</p>	<p>Healthcare Bank</p>

<b>3.5.2.</b> Do you require claims substantiation for all debit card swipes? What is the form of substantiation?	Yes, however we can load standard co-pays and these will automatically substantiate. Members are required to submit itemized billing details or Explanation of Benefits to substantiate charges.
<b>3.5.3.</b> Discuss your methodology for updating current merchant codes for acceptable/approved merchants for debit card use.	We currently allow all approved IIAS merchant codes and system can limit based on plan coverages.
<b>3.5.4.</b> Will your firm accept a carrier claims feed for automatic substantiation? What, if any fees are required?	We can accept a claim file feed if there are more than 250 employee lives on the plan. The fee varies depending on the group size but starts around \$1,000 for implementation. No ongoing fees.
<b>3.5.5.</b> For an FSA, does your firm allow for an employer to elect either a grace period OR rollover? What are both options, if available?	This is a group plan option. We can administer either based on preferences and employer design. Grace period allows extended time for a member to incur charges (75 days after end of plan year) and submit them against remaining balances. Rollover allows members to roll funds forward into the new plan year if they are not used in the appropriate time frame. The amount is limited by IRS regulations (\$570 for PY starting in 2022) but can be less if the group wishes.
<b>3.6. FSA &amp; HSA - Funding Mechanisms</b>	
<b>3.6.1.</b> For FSA only, what is your standard response time to inquiries?	3 – 5 business days but typically less.
<b>3.6.2.</b> For FSA only, what is the year-end forfeiture and reconciliation process?	Is group specific. Can close plan and provide reporting as requested by group for forfeiture application and reconciliation.
<b>3.6.3.</b> For FSA only, how are Health Care FSAs (contributions, claims, etc.) handled during an employee's leave of absence?	Depends on group plan design. If they are not eligible for continuation, group must notify us of the LOA and that the member is not eligible. If they remain eligible, no updates are required.
<b>3.6.4.</b> What funding mechanisms are available (i.e., claims funding, contribution funding)?	This is really up to the group. We only pull funds from the funding account as they are used. If group just wants to keep a minimum amount in the account, they can. If they want to fund as contributions are received, this is acceptable as well, but they must ensure funds are available to cover applicable charges. Notifications are sent the day prior to the funding pulls, so groups should be aware of upcoming costs.
<b>3.6.5.</b> How often do you require reimbursement from the plan sponsor for FSA claims paid?	Weekly. If Debit Cards are being used, it is twice weekly, once for member submissions and once for debit cards.

<b>3.6.6.</b> What mechanisms are in place to receive reimbursements? (i.e., ACH, wire transfer, check)	Members have the option of a paper check or direct deposit for receiving requested reimbursements. Providers typically receive a check.
<b>3.6.7.</b> Do you offer the ability to pay the reimbursement directly to the provider?	Yes, we can pay direct to provider.
<b>3.6.8.</b> What is the claims turnaround time for clean claims?	3 -5 business days.
<b>3.6.9.</b> What web-based information/services are available (i.e., enrollment, claims submission, claims status, balance inquiries, etc.) for both participants as well as Plan Sponsors?	Members have access to the portal and mobile application to review account details, submit claims and check payment status. Plan Sponsor can view these, as well as overall group details. Enrollment changes should be sent direct to THP Team via email for processing and confirmation
<b>3.6.10.</b> What are the options available for the plan sponsor to update eligibility/enrollment information with your firm?	Email direct to contact and THP will update system. We can use a standard form or provide spreadsheet for use.
<b>3.6.11.</b> How are Dependent Care FSAs (contributions, claims, etc.) are handled during an employee's leave of absence?	Depends on group plan design. If they are not eligible for continuation, group must notify us of the LOA and that the member is not eligible. If they remain eligible, no updates are required.
<b>3.6.12.</b> What standard reporting is available?	FSA – Account Balances, Claims Paid, Member Statements, Funding Requests, Debit Card Reports, Refund Reports HSA – Account Detail, Contribution Reports
<b>3.6.13.</b> What ad-hoc reporting is available?	Enrollment, Payment, Demographic, and Plan Design (for renewals)
<b>3.7. COBRA</b>	
<b>3.7.1.</b> What are the options available for the plan sponsor to update COBRA eligibility/enrollment information with your firm?	THP Cobra services are fully integrated, as we receive new enrollments or terminated enrollments, Cobra notices are sent out automatically
<b>3.7.2.</b> What is your process for updating eligibility with insurance carriers?	Electronic interfaces are built for any vendors that we need to send eligibility to update their records
<b>3.7.3.</b> What is your COBRA takeover process?	Just need to be provided any current Cobra participants and any members currently in their grace period.
<b>3.7.4.</b> Indicate your guarantees for a turnaround time of the following: <ul style="list-style-type: none"> <li>• Turnaround time from receipt of COBRA Election to system enrollment.</li> <li>• Turnaround time from system enrollment to notification of carriers for new participants.</li> </ul>	Performance Guarantees can be discussed and negotiated

<ul style="list-style-type: none"> <li>• Turnaround time from system enrollment to notification of carriers for terminations.</li> <li>• Turnaround time from system enrollment to notification of carriers for family status changes.</li> </ul>	
<b>3.7.5.</b> What is your process to receive premium payments from participants?	THP Cobra can receive payments by credit card, ACH or by check
<b>3.7.6.</b> What is your process to remit premium payments to the employer?	Premium payments are sent at the end of each month to employer.
<b>3.7.7.</b> How do you handle partial payments?	Partial payments are not accepted as payment, notices are sent out to obtain the balance due
<b>3.7.8.</b> How do you handle payments received after the grace period?	Payments are returned to the member
<b>3.7.9.</b> What is your process for notifying carriers of COBRA coverage reinstatement?	Notices can be sent electronically as part of the standard interface file.
<b>3.7.10.</b> What is your process for notifying carriers of COBRA coverage termination?	Notices can be sent electronically as part of the standard interface file.
<b>3.7.11.</b> Outline your process to determine extended eligibility in the case of a second qualifying event or disability extension. What is the employer's involvement in that process?	Cobra staff will interact with the employee when determining one of these issues arise. Discussion could be needed with the employer to validate the event.
<b>3.7.12.</b> What role would your firm plan in a regulatory audit?	We would work closely with the employer if an audit occurs, making the appropriate staff available
<b>3.7.13.</b> What standard reporting is available?	There is a standard set of reports for Cobra administration
<b>3.7.14.</b> What ad-hoc reporting capabilities are available?	The Cobra system can generate some ad-hoc reports upon request.

## 4. GO-TO-MARKET STRATEGY

### 4.1. Bidder Organizational Structure & Staffing of Relationship

<b>4.1.1. Key Contacts.</b> Provide contact information and resumes for the person(s) who will be responsible for the following areas; <ol style="list-style-type: none"> <li>1. Executive Contact</li> <li>2. Contract Manager</li> <li>3. Sales Leader</li> <li>4. Reporting Contact</li> <li>5. Marketing Contact.</li> </ol>	See List <ol style="list-style-type: none"> <li>1. Richard Legg, Senior Vice President</li> <li>2. Jaime Leary, Chief Legal Counsel</li> <li>3. Dave Thomas, AVP National Sales</li> <li>4. Account Executive to be Determined</li> <li>5. Dave Thomas, AVP National Sales</li> </ol>
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Indicate who the primary contact will be if it is not the Sales Leader	Dave Thomas will be the primary contact
<b>4.1.2. Sales Organization.</b> Provide a description of your sales organization, including key staff members, the size of the organization, in-house vs. third-party sales resources, geographic territories, vertical market segmentation, etc.	THP does not contract with any outside sales entities other than broker and consultants. Our internal sales team is made up of 15+ sales and account executives. Some key sales leads at THP are Rick Legg and David Thomas
<b>4.2. Contract Implementation Strategy &amp; Expectations</b>	
<b>4.2.1. Contract Expectation.</b> What are your company's expectations in the event of a contract award?	Minimum three (3) year contract. Fees would be guaranteed for three (3) years.
<b>4.2.2. Five (5) Year Sales Vision &amp; Strategy.</b> Describe your company's vision and strategy to leverage a resulting contract with Equalis over the next five (5) years. Your response may include but is not limited to; the geographic or public sector vertical markets being targeted; your strategy for acquiring new business and retaining existing business; how the contract will be deployed with your sales team; and the time frames in which this will be completed.	THP sales strategy would be to grow organically. THP will continue to focus on national accounts in all states. Ohio is a key state for THP future growth. Both Private and public sector will be key to THP's future growth
<b>5. ADMIN FEE &amp; REPORTING</b>	
<b>5.1. Bidder Organizational Structure &amp; Staffing of Relationship</b>	
<b>5.1.1. Administrative Fee.</b> Are you willing to include a line-item PEPM for Oswald/Taylor Oswald advisory services that will be determined on a client-by-client basis?	<input checked="" type="checkbox"/> <b>Agree</b> to proposed Administrative Fee <input type="checkbox"/> <b>Negotiate</b> Administrative Fee. Provide additional information below if you opt to negotiate.
<b>5.1.2. Sales &amp; Administrative Fee Reporting.</b> Equalis Group requires monthly reports as detailed in <b>Attachment A – Sample Administrative Agreement.</b>	Pricing is determined by the size of the contracted client with THP. Our pricing can be sent upon request for each client.
<b>5.1.3. Self-Audit.</b> Describe any self-audit process or program that you plan to employ to verify compliance with your proposed contract with Equalis Group.	A SAS 70 is performed by THP every year and published. Our internal compliance department audits various aspects of all operations monthly.

<p>This process includes ensuring that Members obtain the correct pricing.</p>	
<p><b>5.1.4. <i>Total Cost of Acquisition.</i></b> Identify any total cost of acquisition costs that are <b><u>NOT</u></b> included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified in your pricing model. For example, list costs for items like set up, training, or proposal development. Identify any parties that impose such costs and their relationship to the Bidder.</p>	<p>All THP fees are guaranteed for at least 3 years and illustrated in our pricing proposal for each client. We do not have any additional pricing not listed in each client proposal. Sample pricing indications have been provided.</p>



## PROPOSAL FORM 2: COST PROPOSAL

Bidder are required to answer the questions provided here in **Proposal Form 2: Cost Proposal**. The responses to these questions will service as the basis for the Master Agreement's Contract Pricing. This Cost Proposal should accurately reflect the pricing of products, services, and solutions being offered to Equalis Group Members through PublicSmart.

Bidder's Cost Proposal must comply with the information provided in **Section One, Part C, Subsection 5 – Cost Proposal & Pricing**.

1. <u>PRICING</u>	
1.1. Cost Proposal	
1.1.1. <b>Standard Bundle of Services.</b> List, describe, and provide a PEPM pricing for the standard bundle of administrative services your organization plans to make available through the Master Agreement.	THP pricing is determined and agreed upon with each client. This can be line item or bundled pricing All pricing is based on size of contracted client as well as selected scope of work. Pricing indications have been provided in attached
1.1.2. <b>Ala Carte Services.</b> List, describe, and provided PEPM pricing for the ala carte services your organization plan to make available through the Master Agreement.	See Attached Proposal
1.1.3. <b>Network Access Fees.</b> List, describe and provide pricing for the network access fees that will be charged to a Program Participant.	Network Access Fee will be determined by the network accessed
1.1.4. <b>Auditable.</b> Describe how the proposed pricing model is able to be audited by public sector agencies or CCOG to assure compliance with pricing in the Master Agreement.	THP would suggest and annual audit be performed by the agency with assistance from THP.
1.1.5. <b>Total Cost of Acquisition.</b> Identify any total cost of acquisition costs that are <b>NOT</b> included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified in your pricing model. For example, list costs for items like set up, training, or proposal development. Identify any parties that impose such costs and their relationship to the Bidder.	THP pricing is determined and agreed upon with each client. This can be line item or bundled pricing All pricing is based on size of contracted client as well as selected scope of work. Pricing indications have been provided with line-item services that can be individually selected by each client that chooses THP services.

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### PROPOSAL FORM 3: DIVERSITY VENDOR CERTIFICATION PARTICIPATION

**Diversity Vendor Certification Participation** - It is the policy of some Members participating in Equalis Group to involve minority and women business enterprises (M/WBE), small and/or disadvantaged business enterprises, disabled veterans business enterprises, historically utilized businesses (HUB) and other diversity recognized businesses in the purchase of goods and services. Respondents shall indicate below whether or not they hold certification in any of the classified areas and include proof of such certification with their response.

**a. Minority Women Business Enterprise**

Respondent certifies that this firm is an MWBE: ☐Yes ☐No

List certifying agency: NO

**b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise ("DBE")**

Respondent certifies that this firm is a SBE or DBE: ☐Yes ☐No

List certifying agency: NO

**c. Disabled Veterans Business Enterprise (DVBE)**

Respondent certifies that this firm is an DVBE: ☐Yes ☐No

List certifying agency: NO

**d. Historically Underutilized Businesses (HUB)**

Respondent certifies that this firm is an HUB: ☐Yes ☐No

List certifying agency: NO

**e. Historically Underutilized Business Zone Enterprise (HUBZone)**

Respondent certifies that this firm is an HUBZone: ☐Yes ☐No

List certifying agency: NO

**f. Other**

Respondent certifies that this firm is a recognized diversity certificate holder: ☐Yes ☐No

List certifying agency: NO

## **PROPOSAL FORM 4: CERTIFICATIONS AND LICENSES**

Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing Bidder to provide the products and services included in their proposal which can include, but not limited to licenses, registrations or certifications. M/WBE, HUB, DVBE, small and disadvantaged business certifications and other diverse business certifications, as well as manufacturer certifications for sales and service must be included if applicable

Please also list and include copies of any certificates you hold that would show value for your response not already included above.

THP Team members hold Life and Health Licenses

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## PROPOSAL FORM 5: UNRESOLVED FINDINGS FOR RECOVERY

**O.R.C. Chapter 9.24** prohibits CCOG from awarding a contract to any entity against whom the Auditor of State has issued a finding for recovery, if such finding for recovery is “unresolved” at the time of award. By submitting a proposal, a Bidder warrants that it is not now, and will not become, subject to an “unresolved” finding for recovery under **O.R.C. Chapter 9.24** prior to the award of any contract arising out of this RFP, without notifying CCOG of such finding. The Proposal Review Team will not evaluate a proposal from any Bidder whose name, or the name of any of the subcontractors proposed by the Bidder, appears on the website of the Auditor of the State of Ohio as having an “unresolved” finding for recovery.

Is your company the subject of any unresolved findings for recoveries?

- ☐ Yes  
☒ No

## PROPOSAL FORM 6: MANDATORY DISCLOSURES

### 1. *Mandatory Contract Performance Disclosure.*

Disclose whether your company's performance and/or the performance of any of the proposed subcontractor(s) under contracts for the provision of products and services that are the same or similar to those to be provided for the Program which is the subject of this RFP has resulted in any formal claims for breach of those contracts. For purposes of this disclosure, "**formal claims**" means any claims for breach that have been filed as a lawsuit in any court, submitted for arbitration (whether voluntary or involuntary, binding or not), or assigned to mediation. For any such claims disclosed, fully explain the details of those claims, including the allegations regarding all alleged breaches, any written or legal action resulting from those allegations, and the results of any litigation, arbitration, or mediation regarding those claims, including terms of any settlement. While disclosure of any formal claims will not automatically disqualify a Bidder from consideration, at the sole discretion of Equalis Group, such claims and a review of the background details may result in a rejection of a Bidder's proposal. Equalis Group will make this decision based on the Proposal Review Team's determination of the seriousness of the claims, the potential impact that the behavior that led to the claims could have on the Bidder's performance of the work, and the best interests of Members.

Provide statement here. Not Applicable

### 2. *Mandatory Disclosure of Governmental Investigations.*

Indicate whether your company and/or any of the proposed subcontractor(s) has been the subject of any adverse regulatory or adverse administrative governmental action (federal, state, or local) with respect to your company's performance of services similar to those described in this RFP. If any such instances are disclosed, Bidders must fully explain, in detail, the nature of the governmental action, the allegations that led to the governmental action, and the results of the governmental action including any legal action that was taken against the Bidder by the governmental agency. While disclosure of any governmental action will not automatically disqualify a Bidder from consideration, such governmental action and a review of the background details may result in a rejection of the Bidder's proposal at Group's sole discretion. Equalis Group will make this decision based on the Proposal Review Team's determination of the seriousness of the claims, the potential impact that the behavior that led to the claims could have on the Bidder's performance of the work, and the best interests of Members.

Provide statement here. Not Applicable

## PROPOSAL FORM 7: MANDATORY SUPPLIER & PROPOSAL CERTIFICATIONS

CCOG may not enter into contracts with any suppliers who have been found to be ineligible for state contracts under specific federal or Ohio statutes or regulations. Bidders responding to any CCOG RFP MUST certify that they are NOT ineligible by signing each of the statements below. **Failure to provide proper affirming signature on any of these statements will result in a Bidder's proposal being deemed nonresponsive to this RFP.**

I, The Health Plan, hereby certify and affirm that The Health Plan, has not been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions by the United States Department of Labor, the United States Department of Health and Human Services, or any other federal department or agency as set forth in 29 CFR Part 98, or 45 CFR Part 76, or other applicable statutes.

**AND**

I, The Health Plan, hereby certify and affirm that The Health Plan, is in compliance with all federal, state, and local laws, rules, and regulations, including but not limited to the Occupational Safety and Health Act and the Ohio Bureau of Employment Services and the following:

- Not penalized or debarred from any public contracts or falsified certified payroll records or any other violation of the Fair Labor Standards Act in the last three (3) years;
- Not found to have violated any worker's compensation law within the last three (3) years;
- Not violated any employee discrimination law within the last three (3) years;
- Not have been found to have committed more than one (1) willful or repeated OSHA violation of a safety standard (*as opposed to a record keeping or administrative standard*) in the last three (3) years;
- Not have an Experience Modification Rating of greater than 1.5 (a penalty-rated employer) with respect to the Bureau of Workers' Compensation risk assessment rating; and
- Not have failed to file any required tax returns or failed to pay any required taxes to any governmental entity within the past three (3) years.

**AND**

I, The Health Plan, hereby certify and affirm that The Health Plan, is not on the list established by the Ohio Secretary of State, pursuant to **ORC Section 121.23**, which identifies persons and businesses with more than one unfair labor practice contempt of court finding against them.


**AND**

I, The Health Plan, hereby certify and affirm that The Health Plan either is not subject to a finding for recovery under **ORC Section 9.24**, or has taken appropriate remedial steps required under that statute to resolve any findings for recovery, or otherwise qualifies under that section to enter into contracts with CCOG.

I, The Health Plan, hereby affirm that this proposal accurately represents the capabilities and qualifications The Health Plan and I hereby affirm that the cost(s) proposed to CCOG for the performance of services and/or provision of goods covered in this proposal in response to this CCOG RFP is a firm fixed price structure as described in the Cost Proposal, inclusive of all incidental as well as primary costs. (*Failure to provide the proper affirming signature on this item may result in the disqualification of your proposal.*)

**PROPOSAL FORM 8: DEBARMENT NOTICE**

I, the Bidder, certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations.

Respondents Name:	David Thomas
Mailing Address:	1110 Main Street, Wheeling, WV 26003
Signature	
Title of Signatory:	Assistant Vice President/National Accounts

## PROPOSAL FORM 9: LOBBYING CERTIFICATIONS

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by Section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.

The undersigned certifies, to the best of his/her knowledge and belief, on behalf of Bidder that:

1. No Federal appropriated funds have been paid or will be paid on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding one hundred thousand dollars (\$100,000) in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

Signature:



Date:

July 29, 2022



## **PROPOSAL FORM 10: BOYCOTT CERTIFICATION**

Bidder must certify that during the term of any Agreement, it does not boycott Israel and will not boycott Israel. "Boycott" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

Does Bidder agree? Yes

(Initials of Authorized Representative)

## PROPOSAL FORM 11: GENERAL TERMS AND CONDITIONS ACCEPTANCE FORM

Check one of the following responses to the General Terms and Conditions in this solicitation, including the Master Agreement:

☒ We take no exceptions/deviations to the general terms and conditions

*(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)*

☐ We take the following exceptions/deviations to the general terms and conditions. All exceptions/deviations must be clearly explained. Reference the corresponding general terms and conditions that you are taking exceptions/deviations to. Clearly state if you are adding additions terms and conditions to the general terms and conditions. Provide details on your exceptions/deviations below:

[Click or tap here to enter text.](#)

*(Note: Unacceptable exceptions shall remove your proposal from consideration for award. CCOG shall be the sole judge on the acceptance of exceptions/deviations and the decision shall be final.)*

## PROPOSAL FORM 12: EQUALIS GROUP ADMINISTRATION AGREEMENT DECLARATION

**Attachment A - Sample Administration Agreement of this solicitation is for reference only. Contracting with Equalis Group and the Winning Supplier will occur after contract award.**

Execution of the Administration Agreement is required for the Master Agreement to be administered by Equalis Group. **Attachment A - Sample Administration Agreement** defines i) the roles and responsibilities of both parties relating to marketing and selling the Program to current and prospective Members, and ii) the financial terms between Equalis Group and Winning Supplier.

Redlined copies of this agreement should not be submitted with the response. Should a respondent be recommended for award, this agreement will be negotiated and executed between Equalis Group and the respondent. Respondents must select one of the following options for submitting their response.


☒ Bidder agrees to all terms and conditions outlined in the **Attachment A - Sample Administration Agreement.**

☐ Bidder wishes to negotiate directly with Equalis Group on terms and conditions outlined in the Sample Administration Agreement. Negotiations will commence after CCOG has completed contract award.

## PROPOSAL FORM 13: MASTER AGREEMENT SIGNATURE FORM

BIDDERS MUST SUBMIT THIS FORM COMPLETED AND SIGNED WITH THEIR RESPONSE TO BE CONSIDERED FOR AWARD.

The undersigned hereby proposes and agrees to furnish Products & Services in strict compliance with the terms, specifications, and conditions contained within this RFP and the Master Agreement at the prices proposed within the submitted proposal unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this proposal in collusion with any other Bidder and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Company Name The Health Plan  
Address 1110 Main Street  
City/State/Zip Wheeling, WV 26003  
Phone Number 847-345-9391  
Email Address dt@healthplan.org  
  
Printed Name David Thomas  
Job Title Assistant Vice President/National Accounts  
  
Authorized Signature 

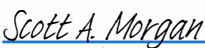
### Initial Term of the Master Agreement


Contract Effective Date: September 1, 2022  
Contract Expiration Date: August 31, 2024  
Contract Number: **COG-2137A**

*(Note: Contract Number will be applied prior to CCOG and Equalis Group countersigning.)*

The Cooperative Council of Governments, Inc.  
6001 Cochran Road, Suite 333  
Cleveland, Ohio 44139

Equalis Group, LLC.  
5550 Granite Parkway, Suite 298  
Plano, Texas 75024

By:   
Scott A. Morgan (Aug 16, 2022 15:12 EDT)  
Name: Scott A. Morgan  
As: CCOG Board President  
Date: Aug 16, 2022

By:   
Name: Eric Merkle  
As: SVP, Procurement & Operations  
Date: Aug 16, 2022










# Agreement - CCOG & The Health Plan (Master) - 2022.09.01

Final Audit Report

2022-08-16

Created:	2022-08-16
By:	David Robbins (drobbins@equalisgroup.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAvt4wyclQKPLML4nRj9bL9_FP52Oeh3aU

## "Agreement - CCOG & The Health Plan (Master) - 2022.09.01" History

-  Document created by David Robbins (drobbins@equalisgroup.org)  
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-  Document e-signed by Scott A. Morgan (smorgan@cuyahogalibrary.org)  
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-  Agreement completed.  
2022-08-16 - 7:12:15 PM GMT