



*Nueces County Appraisal District
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**NOTICE OF REQUEST FOR PROPOSALS
FOR
MEDICAL & PHARMACY CLAIMS AUDIT & PLAN DESIGN CONSULTING**

Solicitation Name: RFP 2019-02 Medical/Pharmacy Claims Audit & Plan Design Consulting

Issued: February 1, 2019

Closing Time: February 21, 2019, 4:00 PM Central Time

District Contact: Elias Sissamis, esissamis@nuecescad.net, Fax #361.887.6138

Through issuing this request for proposals (RFP), the Nueces County Appraisal District (District) is soliciting proposals from qualified Proposing Firms to provide certain audit and consulting services described further in Section 2. This solicitation process is intended to afford an equal opportunity to participate.

RFP contents:

RFP Notice	1
Section 1: RFP Conditions and Instructions	
<i>(The "playing rules" governing this process for soliciting proposals)</i>	2
Section 2: Scope of Work	
<i>(What we are looking for)</i>	6
Section 3: Submitting Proposals	
<i>(Guidance for submitting a proposal)</i>	9
Section 4: Resulting Contract	
<i>(Details of the contract the firm selected will be expected to sign)</i>	15

A complete proposal includes the following (more details in Section 3):

1. Cover letter;
2. Proposal specifics and related documents
3. Section 3 Forms

SECTION 1: RFP CONDITIONS AND INSTRUCTIONS

1. Solicitation Process and Anticipated Schedule (all times Central)

Date	Activity
02/01/19	RFP Issued (Publicly advertised on 02/03/19 and 02/10/19)
N/A	Pre-Proposal Conference: 9:00 am Board Room, 1st Floor, 201 N. Chaparral, Corpus Christi, Texas 78401
02/12/19	Written inquiries due by 4:00 pm - delivery, mail, fax or email
02/14/19	District responses due by 5:00 pm via Addenda posted to website
02/21 /19	Proposals due by 4:00 pm to District Contact (via email or in sealed envelope)

2. RFP Specifications

This RFP automatically incorporates all amendments (done via written Addenda) subsequently issued. Proposing Firms are expected to examine all RFP contents. Failure to do so is at the Proposing Firm's risk. Proposing Firms may propose products and services exceeding specifications as an "alternate" proposal. The apparent silence of the specifications about any detail or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail. In the case of ambiguities and interpretative differences, the District's interpretation prevails.

3. Communications

All communications regarding this solicitation must be in writing addressed to only the District Contact on Page 1. Other employees and officials are not authorized to respond and attempts to question others about this solicitation may result in disqualification from participating. Oral explanations or instructions are not binding.

4. Eligibility and Disqualification

Only responsive proposals from eligible, qualified, and responsible Proposing Firms will be considered. The District may make investigations as necessary to ascertain Proposing Firm's fitness for consideration.

A. Eligible Firms are those that meet the following minimum criteria.

- i. Must be objective and independent in all respect regarding these services.
- ii. Audit must be led by a licensed Certified Public Accountant (CPA) and experienced in performing similar audits for governmental clients.
- iii. Duly licensed and legally authorized to provide these services.
- iv. May use subcontractors in connection with work performed if awarded a contract. When using subcontractors, however, if not listed in the proposal at the time of selection, the Proposing Firm must obtain prior written approval from the District. In using subcontractors, the Proposing Firm is responsible for all their acts and omissions to the same extent as if the subcontractor and its employees were employees of the Proposing Firm. All requirements set forth as part of the Contract are applicable to all subcontractors and their employees to the same extent as if the Proposing Firm and its employees had performed the services.
- v. Must have operated continuously for a minimum of five years as an established firm in providing the subject services with expertise in all areas germane to the scope of work herein and possess excellent analytical capabilities and in-depth industry knowledge to provide expert advice on these services.
- vi. Has no outstanding lawsuits nor been involved in any lawsuits during the last five years that may materially affect its ability to provide the subject services. In addition, the Proposing Firm must not be currently nor in the last five years involved in litigation with the District.
- vii. Not have any outstanding regulatory issues nor has had any regulatory issues during the last five years that may materially affect its ability to provide the services described herein.
- viii. Must provide references to be used by the District to determine the extent to which the Proposing Firm is able to provide the services described herein, as well as the level of customer service exhibited.

- ix. At all times, conforms to all laws, rules and regulations pertaining to providing these services as set forth by local, state and federal governmental agencies and authorities having jurisdiction.
- x. Will assign a liaison to the District for this contract and timely notify District of any changes.
- xi. By submitting its proposal, Proposing Firm certifies that it is an equal opportunity employer.
- B. "Responsive proposals" are those complying with RFP in all material respects.
- C. "Responsible Proposing Firms" at a minimum must, in addition to the above:
 - i. Maintain adequate financial resources as required during the full term of service;
 - ii. Have a satisfactory record of past performance;
 - iii. Have the necessary management and technical capabilities to successfully perform;
 - iv. Be otherwise qualified and eligible to receive a contract award under applicable federal, state, county, or municipal laws and regulations; and
 - v. Certify that it is not on the U.S. Comptroller General's list of ineligible contractors – signing and submitting the proposal is so certifying.
- D. A Proposing Firm may be asked to submit proof verifying that it meets the minimum criteria necessary to be determined responsible. Refusal to provide such shall result in disqualification.
- E. Proposing Firms may be disqualified under any of the following circumstances:
 - i. There is reason to believe that collusion exists among the Proposing Firms;
 - ii. Proposing Firm is involved in any litigation against the District;
 - iii. Proposing Firm lacks financial stability;
 - iv. Proposing Firm has failed to perform under previous or present contracts with the District;
 - v. Proposing Firm has failed to adhere to the provisions established in this RFP;
 - vi. Proposing Firm has failed to submit its proposal in the format specified herein;
 - vii. Proposing Firm has failed to adhere to generally accepted ethical and professional principles during this solicitation process (i.e. attempting to lobby/influence District officials); and/or,
 - viii. Proposing Firm has failed to provide detailed fees in the proposal.

5. Pre-Proposal Conference and Written Inquiries (if indicated on Anticipated Schedule above)

- A. A Pre-Proposal Conference is for Proposing Firms to discuss and/or clarify the RFP with the District.
- B. Written inquiries about the RFP shall be submitted in writing according to the Anticipated Schedule.
- C. After A and/or B, District will respond in written Addenda form to be made available to all known prospective Proposing Firms via its website (<http://www.ncadistrict.com/Procurement>). Proposing Firms should also check the site for any Addenda that were not anticipated.

6. Preparing and Submitting Proposals

- A. Use only the RFP, Addenda and other information supplied by the District Contact to prepare proposals.
- B. Interested Proposing Firms should provide contact information to the District Contact and request being alerted about any Addenda and other communications. Otherwise, checking the District's website often for any Addenda is advised.
- C. Proposing Firms should submit their best offerings in the initial proposal.
- D. Proposals must be received at the District's office by the Closing Time. No Late proposals are accepted.
- E. No contract is implied obligated by District issuing this RFP and/or the submission of a proposal.
- F. All costs of proposal preparation will be borne by the Proposing Firm.
- G. By submitting its proposal, Proposing Firm affirms that its proposal is **firm for 90 days** from Closing Time.
- H. Paper submissions must be submitted to the District Contact in a sealed packaging marked on the outside with the Proposing Firm's name, address and the Solicitation Name from Page 1. Electronic submissions are emailed to the Contact Person on page 1.
- I. The RFP contains the District's anticipated needs. There may be instances in which it is in the District's best interest to permit exceptions to specifications and evaluate an alternative approach. It is vital that Proposing Firms clearly indicate where and why alternatives are proposed and explain the alternative approach to the item(s).

- J. Proposals submitted become property of the District. Although they are handled in a manner that avoids disclosure to competing parties during evaluations, all proposals are open for public inspection after the contract award. However, trade secrets and confidential information in the proposals are not open for public inspection. **Proposing Firms must identify any information contained in its proposal which it asserts is either a trade secret or confidential information.** Such material must be conspicuously identified by marking each page containing such information as "Confidential" or "Proprietary". **If such material is not conspicuously identified, then by submitting its proposal, a Proposing Firm agrees that such material shall be considered available public information.**
- K. FAILURE TO COMPLY WITH ALL REQUIREMENTS AND CRITERIA OR QUALIFICATIONS OF ANY KIND MAY RESULT IN PROPOSING FIRM'S PROPOSAL BEING ELIMINATED FROM CONSIDERATION.
- L. By submitting a proposal, Proposing Firm is committing to adhere to all provisions described in this RFP that will become part of any resulting contract. Any concerns over the terms and conditions must be resolved during the proposal process. **Proposals signed for a partnership** shall be signed in the Proposing Firm's name by at least one general partner or designee. **Proposals signed for a corporation** shall have the correct corporate name thereon and shall bear the president's, vice president's, or designee's original signature with the name and title written below the corporate name. Any other signature must be accompanied by a resolution of the board of directors authorizing such signature to contract in the corporation's name. The title of the office held by the person signing for the corporation shall appear below the signature of the officer.

7. Modifications, Withdrawals and Duplications of Proposals

Proposals may be modified or withdrawn prior to the exact hour and date of the Closing Time by a representative of the Proposing Firm provided that his/her identity is confirmed by the District. If duplicate proposals are received, the one received later (but before the Closing Time) will be evaluated.

8. Opening Proposals and Evaluations

- A. Unless on the Anticipated Schedule, no formal public opening of sealed proposals shall take place.
- B. The District will open proposals in a manner that avoids disclosure of the contents to competing Proposing Firms and keep the proposals secret during negotiations.
- C. The District will first review and evaluate proposals for compliance and completeness. Those proposals found, in the District's judgment, incomplete or failing to address the stated needs will be disregarded.
- D. Responsive Proposals shall be further evaluated based on "best value" to the District and not on fees/economic impact alone. To determine the best value, the District may consider:
 - a. the reputation of the Proposing Firm and its goods and/or services;
 - b. the quality of the Proposing Firm's goods and/or services;
 - c. the extent to which the goods and/or services meet the District's needs;
 - d. the Proposing Firm's past relationship(s) with the District;
 - e. impact on the District's ability to comply with laws and rules relating to contracting with historically underutilized businesses and nonprofit organizations employing persons with disabilities;
 - f. the total long-term cost to the District to acquire the Proposing Firm's goods or services; and
 - g. any other relevant criteria specifically listed in this RFP or proposals.
- E. Proposals will be evaluated and ranked in order of which provides best value to the District in the District's sole judgment. The primary evaluation factors and weighted values are as follows:

Proposing Firm Qualities	10%
Providing The Services	50%
Fees	40%
- F. The District may conduct additional interviews with selected Proposing Firms, check references and/or inspect the Proposing Firm's facilities or services in order to further explore and clarify the proposals.
- G. The District may then negotiate a contract with the highest-ranked Proposing Firm. If negotiations proceed unsatisfactorily in the District's judgment, the District will suspend those negotiations and

negotiate with the next highest ranked Proposing Firm and continue in such a manner until satisfactory negotiations have been achieved.

- H. Partial Awards. The District intends to award a single contact for all the goods and services in this RFP. However, Proposing Firms may propose on all or any portion of the RFP. Unless the Proposing Firm specifies otherwise, the District may award the contract for any item or group of items included in the RFP to different Proposing Firms.

9. Reservation of Rights

The District, at its sole option, expressly reserves the right to:

- Waive any immaterial defect, irregularity or informality in any proposal or proposal procedure;
- Reject any or all proposals, or parts thereof;
- Cancel and reissue the RFP at any time;
- Extend the proposal submission date and change Anticipated Schedule at any time;
- Suspend this solicitation process at any point and procure any item(s) by other means;
- Increase/decrease the actual quantities specified herein, unless Proposing Firm specifies otherwise;
- Eliminate and exclude any individual goods and services from contract award;
- Consider and accept an alternate proposal, as provided herein, when most advantageous to the District, in the event no proposal fully complies with all requirements and criteria used to determine the best proposal;
- Halt or suspend any part of all of this solicitation at any point in the process;
- Retain and own all proposals submitted, whether accepted or rejected;
- Further explore and negotiate with the Proposing Firm that, in the District's sole judgment, provides the best value for the services specified herein.
- The District may also suspend any negotiations if such is not progressing in a manner acceptable to the District, and commence negotiations with the next best rated Proposing Firm.

10. Proposing Firm's Ethical Behavior

By submitting its proposal, Proposing Firm assures that its officers, employees, agents, and affiliates will not attempt to lobby or influence a vote or recommendation related to any proposal submitted in response to this RFP, directly or indirectly, through any contact with District officials between the date this RFP is released to the public and the date a contract is executed. Such behavior will be cause for rejection of the Proposing Firm's proposal at the sole discretion of the District.

11. Conflicts of Interest

Proposing Firms must comply with the conflict of interest provisions dictated by the District and applicable law. Proposing Firm must file with the District a Disclosure of Interests on the form herein.

12. Historically Underutilized Business, Minority Business Enterprise and Other Business

The District encourages participation in this solicitation by DBE/HUB/Minority business and requires all those seeking to conduct business with the District to provide relevant information on the form included herewith.

13. Protests

In the event that a Proposing Firm desires to protest any procedure, the Proposing Firm should present such protest, in writing, to the Chief Appraiser within three (3) business days following the proposal due date. The protest shall state the name and address of the protestor, refer to this RFP, contain a statement of the grounds for protest and contain any supporting documentation.

14. Contract to be signed

The District's envisioned contract is shown in Section 4 and will incorporate the content of this RFP, any RFP Addenda, and Proposing Firm's proposal submission, all reflecting any negotiated terms.

SECTION 2: SCOPE OF WORK

"Proposing Firm" means firm submitting proposals. "Contractor" is the Proposing Firm awarded a contract.

District

The District was established in 1979 to appraise property within Nueces County for ad valorem tax purposes on behalf of various taxing entities within the County.

District Plans

Since 2002, the District has administered a self-funded healthcare program offering its employees health, dental, and vision benefits from two plan types (Plans A and B) with various coverage options (Self, Self-Spouse, Self-Child, and Family). The District's third-party administrator (TPA) is Entrust Inc. in Houston, Texas, which processes medical, dental, and vision claims. The District has an arrangement through Entrust with Southern Scripts in Natchitoches, Louisiana, which processes all Rx claims. Proposing Firms are strongly encouraged to become familiar with the District's plans by reviewing plan documents and the 2018 financial statement posted at <http://ncadistrict.com/Procurement> along with this RFP. As an indicator of claims processing volume, in 2018 Entrust issued 1,240 checks, which includes generally two payments each month to Southern Scripts for all Rx claims processed. All activities are conducted through a dedicated checking account that is governed by a trust agreement. All activities for 2018 are shown on the financial statement. For 2018, an average of 64 employees enrolled, translating into 103 average total covered individuals. The plan year is January 1 to December 31.

In recent years, with rising prices and the incurrence of several large claims, the District began exploring various plan design changes and possible programs to help boost participant health and to save costs while continuing to keep the program viable, competitive, and financially sustainable in the future. The District Board of Directors and staff decided that an independent third-party with expertise would help accomplish our objectives.

Services

The District is soliciting proposals from qualified Proposing Firms to provide (a) a non-contingency audit of claims processing, benefit design accuracy, pharmacy and related rebates review for the 2018 plan year and (b) plan direction consulting. Specifics of the services include the following:

(1) **Medical and Rx Audit.**

The Contractor selected will appropriately plan and perform a comprehensive and objective claims audit. The audit should consist of a comprehensive, objective review of received and processed claims to determine if the claims are being paid according to the contract and plan's intent, which includes but is not limited to the following:

Note: Claims selected for audit should be reviewed in such areas as: eligibility, coding, pricing, deductibles, application of benefit maximums, duplicate bills, application of plan benefits, third party liability, medical necessity, and compliance with the plan's master plan document, statutory regulations, ineligible/eligible charges, and timeliness of processing.

- a) **Audit Coordination and Management:** Contractor shall plan, schedule and organize all planned or requested audit project tasks, consistent with the timeline in this scope. This schedule may be amended as agreed to by the District.
- b) **Understanding Existing Program/Plan:** Contractor shall develop an understanding of the District's self-insured program and its administration sufficient to successfully support this work.
- c) **Operational Review:** Contractor shall review the operations maintained by Administrator(s) on behalf of the District from an efficiency, control and security perspective. At a minimum, this operations review will include areas such as:
 - a. Eligibility administration
 - b. Claim adjudication and claim workflow
 - c. Proper adjudication procedures including determination of applicable fee schedule

- d. Claims administration and controls
- e. Quality improvement activities
- f. Internal auditing / quality assurance
- g. Coordination of Benefits / Third party liability / subrogation
- h. Appeal process of claims
- i. Customer service administration
- j. Further exploration of operational weaknesses identified as potential sources of error trends.

d) Other Audit Specifics:

- a. Statistically valid random, stratified sample(s) are required. The sampled claims should be audited in detail to determine their accuracy relative to the benefit plan intent and governing documents, and to determine whether their handling is consistent with standard industry practices. The Contractor should compare and identify if the claim processing accuracy meets the Performance Guarantees as outlined in the related contracts.
- b. To the extent possible, within a reasonable timeframe for finalizing the project, the Contractor should discuss the errors / exceptions discovered with the Administrators, identify a recovery plan with the Administrators and note any specific areas of disagreement.
- e) **Pharmacy and Rebate Audit:** The Contractor shall identify and compare the rebates credited to the District the 2018 plan year. The Contractor should focus on, among other things in its audit, confirming that manufacturer administrative fees were passed at cost to the District.
- f) **Reports/Deliverables:** Contractor shall provide reports detailing the findings from the claims audit. The reports may be used by the District for review against performance standards and incentives. It is critical that the reports clearly identify the extent of potential financial recovery and any areas of disagreement with the Administrator(s). The Contractor will provide the following reports:
 - a. *Status Reports* - Provide periodic electronic status updates to the District.
 - b. *Final Draft Report* - Submit a draft report to staff to review before finalizing the report.
 - c. *Final Report* - Submit a specific detailed, written final report with recommendations. The written report must include, at a minimum:
 - i. Executive summary;
 - ii. Description of the audit process, including major audit components and key events associated with those components;
 - iii. Statement indicating the Contractor has observed all independence, objectivity, and conflict of interest requirements mandated by the District with respect to the audit process and has not received anything of value or any other direct or indirect benefit of any description relative to the services;
 - iv. Recommendations; and
 - v. Administrator(s)'s action plan in response to the Contractor's recommendations.

(2) Plan Directional Consulting.

Given the information obtained from the audit and Contractor's related expertise, the District desires strategic consulting to keep its benefit program viable, competitive, sustainable and inclusive of applicable "best practice" type program components in the future of anticipated rising costs. This work should involve innovative strategies with estimated financial impacts and implementation plans. Examples of the types of deliverables are strategies that support the following:

- Design changes and provide financial analysis of the cost impact of such.
- Introducing proven participant programs that help manage health and costs.
- Employer/employee cost-sharing and setting annual premium levels.
- Inform and recommend innovative ideas and new products, programs and services to ensure a competitive and cost-effective benefits program.
- Apprise the District on national benefit trends and help develop survey data to help calibrate program offerings with employee and employer costs compared to similar organizations.
- guidance to the District on any regulatory compliance, including reviewing employee notices and recommending changes.

- Any other advice that Contractor will provide to help enhance program viability.

(3) **Schedule:** The work is to be completed with finalized reports issued by May 15, 2019 in time for possible inclusion in the District's 2020 budget development process. After work is completed, Contractor will make a formal presentation to the District's Board discussing the outcomes from their work.

Proposing Firm / Contractor Insurance

(1) Contractor (and its subcontractors) shall maintain in full force and effect for the duration of this Contract, and any extension hereof, at Contractor's sole expense, insurance coverage written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and with an A.M. Best's rating of no less than A- VII. Contractor will furnish to the District evidence of such coverage and inform the District if such changes.

Commercial General Liability \$1 million per occurrence, \$2 million aggregate

Professional Liability \$1 million per occurrence

Workers compensation complying with statutory limits on its employees (same for subcontractors)

Auto liability owned/hired/non-owned/rented/leased \$1 million combined single limit

Fees:

Proposing Firms are to quote their best price for the services on a "not to exceed" fixed-fee basis. Please see Section 3 for more instructions.

SECTION 3: SUBMITTING PROPOSALS

The District desires uniformity between proposals to enhance fairness of evaluations. Please submit the following items in the order listed. Submit three complete, identical, binder-bound copies of your proposal if submitting on paper in sealed packaging or email one complete electronic copy in pdf format via email in a password protected file. Submit your proposal to the District Contact by the Closing Time listed on page 1. Do not reveal the password at the time of submitting. Instead, please have a representative available 8am-10am the next business day after Closing Time for the District to contact in order to obtain the password.

Note that all technical and operational specifications, equipment descriptions and marketing material submitted or made available will be incorporated by reference into any contract(s). The District discourages the inclusion of general marketing material or equipment manuals unless they are used to provide specific information or specifically requested by the District.

Proposing Firms are expected to examine the entire RFP including all specifications, standard provisions, instructions and attachments. Failure to do so will be at the Proposing Firm's risk. **The Proposing Firm shall define the capabilities of their organization to supply and maintain the subject services in this RFP. The response should be specific and complete in every detail and prepared in a simple and straightforward manner.**

(1) Cover letter, which includes the following at a minimum.

- i. On Proposing Firm's letterhead;
- ii. Identify the submitting organization and any affiliated parties to take part in this work;
- iii. Acknowledge receipt of RFP and list all Addenda by number that you read;
- iv. Confirm meeting the scope of services or describe any variations;
- v. Identify name and title the contact person(s) for your proposal and provide telephone number;
- vi. State that the Proposing Firm is duly licensed and possesses all of the qualifications to perform the subject services as outlined in Section 1.
- vii. State that you will adhere to all the requirements outlined in the RFP. Describe any exceptions.
- viii. Letter to be signed by a person duly authorized to obligate the Proposing Firm contractually.
- ix. State any exceptions to the terms of the intended contract in Section 4.

(2) Completed Proposal Attachments A, B, and C (forms are at the end of this Section).

(3) Proposing Firm

- i. Provide a brief description of your firm, its operation, and its specific expertise for this work.
- ii. Describe the experience of your firm in providing the types of subject work in this RFP for governmental entities.
- iii. Provide a brief description of the work product from prior contracts of your firm that are relevant to this work, specifically including this work for a governmental entity.
- iv. Provide information on any outstanding regulatory issues that would materially affect your ability to provide the work with your proposal.
- v. Provide three references which represent same or similar completed projects within the last two years. Include the name, title, telephone number, and address of each person, firm, or entity you wish us to use as a reference.
- vi. Explain your firm's written code of conduct or standards for professional and ethical behavior. Describe how they are monitored and enforced.
- vii. Explain how the firm identifies and manages conflicts of interest. Explain any conflicts of interest with the District's project.

- viii. Provide information on any lawsuits that would materially affect your ability to provide the work with your proposal.
- ix. Describe any aspects of your audit process that are unique to your firm and that distinguish you from your competitors.

(4) Team

- i. Provide the name and hourly rate of the primary individual(s) who is/are proposed to provide services for this project and how each individual(s) will be involved in the project, including an estimate of the number of hours each will devote to the project, a summary of the reasons why the individual proposed to be assigned to the project can provide the District with the best assistance available, and resumes for each person that describe their relevant experience and work on similar projects.
- ii. Describe how you will ensure personnel consistency throughout the audit.

(5) Audit

- i. Describe in detail your firm's understanding of the services requested. Please provide a narrative that supports why you believe you are qualified to perform the services requested in this RFP.
- ii. Describe and explain your sampling methodology in detail. Please include a description of the calculation/presentation of results and what performance measures will be calculated.
- iii. Describe any areas or processes, not included in the Scope of Work that your firm may examine in order to provide more complete audit services and consulting support on the project. Please explain your rationale for recommending these additional areas or processes.
- i. Provide a work plan to include the following:
 - 1. A detailed narrative description of the approach you will use for accomplishing each component of the scope of work. Detail the processes and evaluative methodologies you will use according to each component and indicate the number of iterative analyses included for each.
 - 2. A completed table showing detail work plan tasks, costs, time commitments, responsibility of each staff member and completion dates.
 - 3. A description of the project management and quality control procedures utilized to insure the timely completion and quality of all work performed.
- ii. Describe how your firm conducts a claims audit, rebate review and operations review. Be specific about activities, review criteria, review methods and process, required documentation, and the degree of involvement of Administrator(s) personnel.
- iv. Describe any aspects of your audit process that specifically address medical and pharmacy contractual discounts and pharmacy rebate review.
 - v. Describe limitations on the assurances provided by your audits, if any.
- vi. Provide sample (redacted) copies of audit reports that have resulted from the audit activities of the team proposed for this project.
- vii. Describe the audit tools that will be used in the engagement.
- viii. Provide real-life examples of specific recommendations for corrective action you have provided to a client as a result of a recent audit. Please include specific examples of recommendations that you feel were the most effective and produced the most tangible results for the client. Describe if you helped implement.
- ix. Describe how you handle the extrapolation of errors found in a claims sample (i.e., what do you recommend to a client?).
 - x. Describe how you work with the Administrator(s) to recover identified payment errors.
 - xi. Describe how you propose to address any potential issues with duplicate payments. How would you identify duplicate payments that have occurred across member/dependent files?
 - xii. Describe how you propose to evaluate how the Administrator(s) handles Coordination of Benefits with Medicare and other payers.
- xiii. Describe how you have addressed the inconsistencies in claims administration with similar projects.
- xiv. Describe the type of encryption and security procedures utilized for protected health information.

- xv. Does your fixed fee for this project include involvement in any follow-up implementation issues? Describe.
- (6) Strength of technology, analytical tools, expertise and innovative solutions:
- i. Describe your proposed use of technology, analytical tools or innovative solutions that you plan to utilize to complete the audit. Please include the number of analytical tests performed and whether demonstration of the software use is available.
- (7) Strategic Design Consulting
- i. Describe your understanding of and approach to providing these services as described in the Scope of Work.
 - ii. What are the major challenges that plans our size face and how will you help with such?
 - iii. Describe examples of successful strategies you recommended to clients. Please be specific.
 - iv. Describe your experience with wellness initiatives and strategies.
 - v. Does your fixed fee for this project include involvement in any follow-up implementation issues? Describe.
- (8) Submit for review any confidentiality or other agreements that you want to District to execute in relation to these services.
- (9) **Proposing Firms should provide their best pricing for the services set out herein.** State your “not to exceed” fixed fee for the services. Provide an outline how such fees were determined, including elements such as hours budgeted for various functions and hourly rates. If travel is included in your fees, please disclose such. You may quote a single price for all services or one fixed fee for the audit and one fixed fee for the strategic consulting.

PROPOSAL ATTACHMENT A - CERTIFICATION FORM

In submitting this proposal, I certify as follows:

- 1. **Non-Collusion Certification:** The undersigned Proposing Firm hereby certifies that it has made this proposal independently, without consultation, communication or agreement for the purpose of restricting competition as to any matter relating to this proposal, with any other Proposing Firm or with any other competitor;
- 2. **Proposal Validity Certification:** The undersigned Proposing Firm offers and agrees, if this offer is accepted within 120 calendar days from the proposal Closing Time, to furnish any or all services upon which fees are offered at the designated point within the time specified;
- 3. **Non-Debarment Certification:** The undersigned Proposing Firm hereby certifies that it is not included on the U.S. Comptroller General's Consolidated List of Persons or firms currently debarred for violations of various contracts incorporating labor standards provisions;
- 4. **Non-Conflict Certification:** The undersigned Proposing Firm hereby represents and warrants that no employee, official, or member of the District's Board of Directors is or will be pecuniarily benefited directly or indirectly, in the award of a Contract related to this RFP; and
- 5. **Non-Inducement Certification:** The undersigned Proposing Firm hereby certifies that neither it nor any of its employees, representatives, or agents have offered or given gratuities (in the form of entertainment, gifts, or otherwise) to any director, officer, or employee of the District with the view toward securing favorable treatment in the awarding, amending, or the making of any determination with respect to the performance of this Contract.

The undersigned hereby further certifies that s/he has read all of the documents and agrees to abide by the RFP and all related terms, certifications, conditions and addenda.

Proposing Firm Name: _____

Physical Address: _____
Street Address, City, State, Zip Code

Mailing Address: _____
Street Address, City, State, Zip Code

Telephone: (Primary) _____ (Fax) _____

S.S.# or Tax ID #: _____

Proposing Firm Owner: _____

Proposing Firm CEO: _____

Date founded: _____

6. **Proposing Firm acknowledges receipt of the following Addenda by number):** _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____

PROPOSAL ATTACHMENT B - BUSINESS DESIGNATION FORM

PLEASE INDICATE WHETHER PROPOSING FIRM IS ANY ONE OF THE FOLLOWING:

YES **NO** - **CERTIFIED HISTORICALLY UNDERUTILIZED BUSINESS (HUB)**

Select all that are appropriate:

- ASIAN PACIFIC
- BLACK
- HISPANIC
- NATIVE AMERICAN
- WOMAN

Please visit the following website for information on becoming a Texas Certified HUB:
<http://www.window.state.tx.us/procurement/prog/hub/>

YES **NO** - **LOCAL SMALL BUSINESS (LSB)**

A for-profit entity employing less than 49 employees located within Nueces County, Texas.

YES **NO** OTHER (PLEASE SPECIFY):

THIS COMPANY IS **NOT** A CERTIFIED HUB or LSB

THE INFORMATION REQUESTED IN THIS FORM IS FOR STATISTICAL REPORTING PURPOSES ONLY AND WILL NOT INFLUENCE AWARD DECISIONS OR THE AMOUNT EXPENDED WITH ANY GIVEN COMPANY.

Proposing Firm:	_____	Telephone:	_____ - _____ - _____ Ext.
Address:	_____	Fax:	_____ - _____
District:	_____	State:	_____
	_____	Zip:	_____ - _____
		E-mail:	_____
		Date:	_____
Signature of Person Authorized to Sign Form			
Signer's Name:	_____	Title:	_____
	(Please print or type)		

PROPOSAL ATTACHMENT C - DISCLOSURE OF INTERESTS CERTIFICATION

PROPOSING FIRM NAME: _____

STREET: _____ DISTRICT: _____ ZIP: _____

Is a: Corporation ___ Partnership ___ Sole Owner ___ Association ___ Other _____

Completely respond to each. If additional space is necessary, please attach separate additional sheets.

- 1. State the names of each "employee" of the District having an "ownership interest" constituting 3% or more of the ownership in the Proposing Firm.

NAME	JOB TITLE AND DEPARTMENT (IF KNOWN)
_____	_____
_____	_____

- 2. State the names of each "official" of the District having an "ownership interest" constituting 3% or more of the ownership in the Proposing Firm.

NAME	TITLE
_____	_____
_____	_____

- 3. State the names of each "board member" of the District having an "ownership interest" constituting 3% or more of the ownership in the Proposing Firm.

NAME	BOARD, COMMISSION OR COMMITTEE
_____	_____
_____	_____

- 4. State the names of each employee or officer of a "consultant" for the District who worked on any matter related to the subject of this contract and has an "ownership interest" constituting 3% or more of the ownership in the Proposing Firm.

NAME	CONSULTANT
_____	_____
_____	_____

I certify that all information provided is true and correct as of the date of this statement, that I have not knowingly withheld disclosure of any information requested; and that supplemental statements will be promptly submitted to the Nueces County Appraisal District as changes occur.

Certifying Person: _____ Title: _____

Signature of Certifying Person: _____ Date: _____

Section 4: DRAFT OF CONTRACT

The Nueces County Appraisal District (District) issued a Request for Proposals (RFP) to obtain audit and consulting services as outlined in the RFP documents. The District selected [REDACTED] (Contractor, Proposing Firm, or other identifying names) to provide the services.

1. **Agreement.** District and Contractor intend to set forth the terms of their respective duties in the form of this Master Depository Agreement (Agreement, Contract) supplemented by series of documents as follows: RFP and any Addenda and Contractor's proposal, finalized after negotiations.
2. **Contractor.** Contractor assumes responsibility for its required duties and has asserted the necessary legal and other traits to do so through submitting its proposal.
3. **Performance.** Contractor shall perform all of its specified duties under this Agreement in a "first class" manner, consistent with all applicable regulations and industry standards. All performance shall be to the reasonable satisfaction of the District with any defective or substandard performance promptly remedied by Contractor.
4. **Compensation.** Contractor shall be compensated according to the terms and specified fees listed in its proposal response. Prior to any payment, Contractor agrees that it shall provide a duly executed IRS Form W-9. Any paper invoices for all work on a monthly basis shall be delivered to Nueces County Appraisal District, Attn: Accounts Payable, 201 N. Chaparral, Suite 206, Corpus Christi, Texas 78401.
5. **Independent Contractor.** At all times during the term of this Agreement, Contractor shall be an independent contractor to the District, and Contractor shall not in any event be deemed an employee or other representative of the District. Any persons employed by contractor shall at all times hereunder be deemed to be the employees of Contractor, and Contractor shall be solely liable for the payment of all wages and other benefits made available to such employees in connection with their employ. Contractor shall remain solely responsible for the supervision and performance of any such employees and its subcontractors in completing its obligations under this Agreement. Contractor warrants that any employees shall be fully covered by workers' compensation insurance and that each of such employees has been carefully screened as to character and fitness for the performance of his or her job.
6. **Entire Agreement.** This Agreement contains the entire understanding of the parties with respect to the matters covered by it.
7. **Amendments.** Amendments shall be in writing and signed by both parties and become incorporated into this Agreement.
8. **Precedence.** Conflicts between the various Agreement documents shall be decided in the following order of precedence: this fully executed Agreement, then RFP documents, then RFP addenda, then contractor's proposal (as negotiated). In the event a document is silent on a particular matter, such matter is governed by the document containing provisions on such matter.
9. **Severability.** Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.
10. **Termination.** Either party may terminate this Agreement upon 30 day written notice to the other. District shall further have the right to immediately terminate for default all or any part of this Agreement if Contractor breaches any of the terms hereof, becomes insolvent or files any petition in bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which the District may have in law or equity, specifically including, but not limited to, the right to sue for damages or demand specific performance.

If the District terminates Agreement under the foregoing paragraph, the District shall pay the Contractor for services actually performed prior to such termination, less such payments as have been previously made. Contractor shall not be entitled to any further compensation for work performed by the Contractor or anyone under its control or direction from the effective date of notice of cancellation including any and all costs related to the transferring of any files to another Contractor or any costs related to the electronic transfer of any information including, but not limited to: data transfers, downloads, uploads, CDs, etc.

Agreement may be terminated if sufficient appropriations or authorizations do not exist. Such termination will be effected by sending written notice to the Contractor. The District's decision as to whether sufficient appropriations and authorizations are available shall be accepted by the Contractor as final.

11. Assignment. Contractor shall not assign or subcontract any of its rights, duties or obligations under this Agreement without prior written consent of the District. Contractor shall be entitled to assign, pledge or encumber its right to receive payments under this contract pursuant to security interests created in conformity with the Uniform Commercial Code so long as the District shall never be obligated to negotiate with any such third party in respect to compliance with the terms and conditions of this Agreement. Any such assignment, pledge or encumbrance shall be limited by any rights of offset by the District for damages or claims arising under this Agreement or any other obligation owed by contractor to the District.
12. Tools, Equipment and Supplies. Contractor shall provide such software, equipment, supplies, materials, employees, management and any other items or services as may be necessary in order to enable Contractor to provide the services required or proposed.
13. Indemnification. Contractor fully indemnifies, saves and holds harmless the District, its officers, employees, agents, attorneys, representatives, successors and assigns from any and all liability, damage, account of personal injury (including, without limitation, workers compensation and death claims) and property loss or damage of any kind whatsoever arising out of or in connection with any act or omission of Contractor, its officers, employees and/or agents, in connection with this Agreement. Contractor shall assume on behalf of the District and the indemnified parties described above, and conduct with due diligence and in good faith, the defense of any and all such claims, whether or not the District joined therein, even if such claims be groundless, false or fraudulent.
14. Disputes and Interpretations. In the case of any doubt or difference of opinion with regard to the interpretation of provisions of the Agreement documents, the District's decision shall be final and binding upon all parties.
15. Advertising. Contractor shall not advertise or publish, without the District's prior consent, the fact that it has entered into this Agreement, except to the extent necessary to comply with proper requests by law.
16. Equal Employment Opportunity.
 - a. Contractor agrees that during the performance of this Agreement, it will treat all applicants and employees without discrimination as to race, color, religion, sex, national origin, marital status, age or handicap. Contractor further agrees that during the performance of this Agreement it will identify itself as an "Equal Opportunity Employer" in all help wanted advertising or requests.
 - b. Contractor shall be advised of any complaints filed with the District alleging that it is not an equal opportunity employer. The District reserves the right to consider such complaints in determining whether or not to terminate any portion of this Agreement for which the services have not yet been performed; however, Contractor is specifically advised that no equal opportunity employment complaint will be the basis for denial of payment for any services already completed.
17. Governing Law and Venue. To the extent that this Agreement is not governed by applicable federal laws and regulations, it will be governed by and construed in accordance with laws of the State of Texas. Any disputes shall be resolved and any lawsuits shall be tried in Nueces County, Texas.
18. Confidentiality, Audits and Inspections. All information assembled by Contractor under this Agreement shall be kept confidential and made available to no third parties without prior written approval by the District. Upon reasonable notice and at reasonable times, Contractor shall make records available to the District, its agents, auditors and other District-approved parties on the District's instruction.
19. Notices. Notices shall be given to the parties by delivering or mailing such notice to the addresses set forth in this Agreement, or using such other delivery methods as the parties may designate to each other in writing.
20. Term. This agreement will commence on _____ (Effective Date) and end when the work is complete according to the deadlines set forth in the RFP, unless such is mutually changed by the parties.

EXECUTED this ____ day of _____, 2019.

NUECES COUNTY APPRAISAL DISTRICT

NAME OF CONTRACTOR

By:

Ramiro "Ronnie" Canales, RPA, CTA
Chief Appraiser
201 North Chaparral, Suite 206
Corpus Christi, Texas 78401

By:

Printed Name of Authorized Signer
Title of Authorized signer
Street Address
City, State ZIP