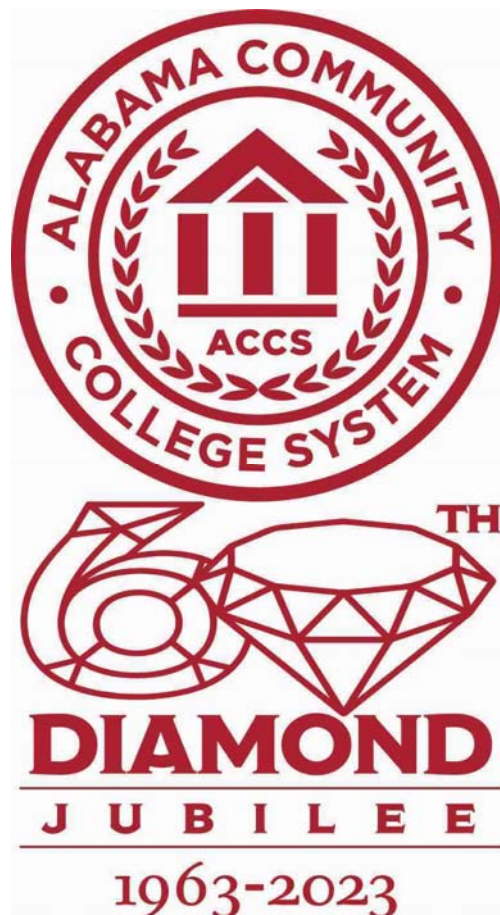


Title of RFP:	RFP2023-0004-ACCS
RFP Issue Date:	September 8, 2023
Purpose:	Select a qualified and experienced third-party administrator to provide services related to Health Care Flexible Spending Accounts (HCFSA) and Dependent Care Flexible Spending Accounts (DCFSA)
Procurement Method:	Invited competitive proposals.
Contract Term:	Three-year contract with two optional one-year extensions
Issuing Office:	Alabama Community College System, Fiscal Services
Issuing Office Point of Contact:	Billy Merrill, email: Billy.Merrill@accs.edu
Deadline for Receipt of Proposals:	September 22, 2023, at 3:00 p.m. Central Standard Time



I. GENERAL INFORMATION

A. Introduction

The Alabama Community College System (ACCS), or “the System Office”, will be accepting competitive sealed proposals to acquire third-party administrator (TPA) services described herein.

The ACCS is empowered by Title 36, Chapter 29 of the Code of Alabama, as amended, to provide cafeteria plans within the meaning of Sections 125, 129, and 223 of the Internal Revenue Code of 1986, as amended, and regulations promulgated by the Secretary of the Treasury.

The ACCS desires to offer two types of flexible spending accounts (FSAs) – a health care reimbursement account (HCRA) and a dependent care reimbursement account (DCRA) to approximately 140 employees. ACCS employees have participated in the Alabama Flexible Employees' Benefits Board's benefits program as employees of the State of Alabama as defined by the plan document.

The ACCS has approximately forty-four employees currently enrolled in the HCRA and five employees enrolled in the DCRA. With regard to the FSA (HCRA and DCRA), the ACCS enrolls the employees and transmits an eligibility file to the TPA. The TPA manages the claims adjudication process for the ACCS.

Throughout this Request for Proposal (RFP), the terms “ACCS” and “the System Office” shall refer to the Alabama Community College System.

Throughout this RFP, the terms Proposer, Contractor, or Vendor may be used interchangeably.

B. Single Point of Contact

From the date this RFP is released until a Contractor is selected and announced by the ACCS, all communication must be directed to:

Billy Merrill
(334)293-4720
billy.merrill@accs.edu

Third-Party Delivery:
135 South Union Street
Montgomery, AL 36104

U.S. Postal Service
P.O. Box 302130
Montgomery, AL 36130-2130

Subsequent to the opening of the sealed proposals, discussions for the purpose of clarification to assure full understanding of and responsiveness to the solicitation requirements may be conducted by the Point of Contact on behalf of the ACCS with responsive

Proposers who submit proposals determined to have reasonable expectations of being selected for an award.

In conducting any such discussion, there shall be no disclosure of any information derived from proposals submitted by competing proposers, including the name of a potential Vendor.

All documents and updates to the RFP including, but not limited to, the actual RFP, questions and answers, addenda, etc., will be posted at www.accs.edu.

C. Restrictions on Communication with Staff

From the issue date of this RFP until a Contractor is selected and the selection is announced, Proposers are not allowed to communicate concerning this RFP with any ACCS member or employee except as provided by existing work agreements. The ACCS reserves the right to reject the proposal of the violator for violation of this provision.

D. Objectives

The ACCS's objectives in conducting this RFP for administration services are to:

- Establish a flexible benefits plan for ACCS System Office Employees;
- Engage an external administrator of the HCRA and DCRA plans;
- Obtain the optimal mix of cost and benefits;
- Contract with a Vendor that can offer superior service to the ACCS staff and employees;
- Enhance communication processes to increase plan participation; and
- Enhance enrollment processes through the use of new technologies that may be available.

The successful Vendor(s) will be expected to work in a mutual partnership with the ACCS to ensure the achievement of these objectives, and to administer the program in accordance with the ACCS's requirements.

E. Procurement Timetable

The steps of the proposal process are outlined below:

- | | |
|---|--------------------|
| ● RFP Issued | September 8, 2023 |
| ● Last Date to Accept Questions | September 15, 2023 |
| ● Proposal Deadline | September 22, 2023 |
| ● Onsite Review of Finalists (If necessary) | October, 2, 2023 |
| ● Award Contract | October 19, 2023 |
| ● Contract Effective Date | January 1, 2024 |

Note: The ACCS reserves the right to adjust this schedule as it deems necessary.

F. Proposal Submission

All proposals must be submitted to the point of contact by September 22, 2023, 3:00 P.M. Central Time. Proposals received after the 3:00 P.M. deadline will be rejected. Please note that individual exceptions to the deadline will not be made. If the Vendor relies on

“overnight” delivery, this should be taken into consideration.

G. RFP Amendments

The ACCS reserves the right to amend the RFP prior to the date of the proposal submission deadline. Amendments will be posted on the ACCS website under the Vendors section of the Departments & Services menu (<https://www.accs.edu/vendors/>).

H. Proposal Offer and Withdrawal

A proposal cannot be modified, withdrawn, or canceled by the Vendor for a 120-day period following the deadline for proposal submissions as defined in the Procurement Timetable, or receipt of best and final offer, if required, and the Vendor so agrees by submitting the proposal. Prior to the proposal deadline, a submitted proposal may be withdrawn by submitting a written request for withdrawal signed by the Vendor to the Point of Contact.

I. Right of Negotiation

Discussions, negotiations, and requests for additional information regarding price and other matters may be conducted with the Vendor(s) who submit proposal(s) determined to be reasonably susceptible of being selected for award, but proposal(s) may be accepted without such discussions.

The ACCS reserves the right to further clarify and/or negotiate with the Proposer(s) on any matter submitted. The ACCS may ask for best and final offers. The ACCS also reserves the right to move to the next best Proposer(s) if negotiations do not lead to a final contract with the best Proposer(s).

J. Order of Precedence

In the event of inconsistencies or contradictions between language contained in the RFP and a Vendor's response, the language contained in the RFP will prevail. Should the ACCS issue addenda to the original RFP, then said addenda, being more recently issued, would prevail against both the original RFP and the Vendor's proposal in the event of an inconsistency, ambiguity, or conflict.

K. ACCS's Rights Reserved

While the ACCS has every intention of awarding a contract as a result of this RFP, issuance of the RFP in no way constitutes a commitment by the ACCS to award and execute a contract. Upon a determination such actions would be in its best interest, the ACCS, in its sole discretion, reserves the right to:

- Cancel or terminate this RFP;
- Reject any or all of the proposals submitted in response to this RFP;
- Change its decision with respect to the selection and select another proposal;
- Waive any minor irregularity in an otherwise valid proposal that would not jeopardize

the overall program and award a contract on the basis of such a waiver (minor irregularities are those which will not have a significant adverse effect on overall project cost or performance) ;

- Negotiate with any Vendor whose proposal is within the competitive range with respect to technical plan and cost;
- Adopt to its use all, or any part, of a Vendor's proposal and to use any idea or all ideas presented in a proposal;
- Amend the RFP (amendments to the RFP will be made by written addendum issued by the ACCS and will be posted on the ACCS website);
- Release a new RFP for the same or revised services; and/or
- Not award any contract.

L. Late Proposals

Regardless of cause, late proposals will not be accepted and will automatically be disqualified from further consideration. It shall be the Vendor's responsibility to ensure delivery to the point of contact by the designated deadline.

M. Disclosure of Proposal Contents

Proposals and supporting documents are kept confidential until the evaluation process is complete, and a Vendor has been selected. The Vendor should be aware that any information in a proposal may be subject to disclosure and/or reproduction under Alabama law. Designation as proprietary or confidential may not protect any materials included within the proposal from disclosure if required by law. The Vendor should mark or otherwise designate any material that it feels is proprietary or otherwise confidential by labeling the page as "CONFIDENTIAL" on the bottom of the page. The Vendor must also state any legal authority as to why that material should not be subject to public disclosure under the Alabama open records law and is marked as Proprietary Information. By way of illustration but not limited, "Proprietary Information" may include trade secrets, inventions, mask works, ideas, processes, formulas, source and object codes, data, programs, other works of authorship, know-how, improvements, discoveries, developments, designs, and techniques. Information contained in the Pricing Section may not be marked confidential. It is the sole responsibility of the Vendor to indicate information that is to remain confidential. The ACCS assumes no liability for the disclosure of information not identified by the Vendor as confidential. If the Vendor identifies its entire proposal as confidential, the ACCS may deem the proposal as non-compliant and may reject it.

N. Cost of Preparing Proposal

The cost of developing the proposal is solely the responsibility of the Proposer. The ACCS will not provide reimbursement for such costs.

O. Use of Subcontractors

In the event a proposal is jointly submitted by more than one (1) organization, one (1) of the organizations must be designated as the prime Contractor. This prime Contractor must perform not less than eighty percent (80%) of the work to be proposed (as measured by price). All other participants in such proposal shall be designated as subcontractors.

P. Contract Term

The contract will take the form of a three (3) year contract and two (2) ACCS initiated one-year options to extend the contract. The anticipated start date of the contract, as denoted in the timetable in section E, is January 1, 2024.

Q. Payment

The ACCS shall pay to the Contractor(s), monthly, the price set forth in the Price Proposal (*Appendix B*). The price quoted shall be fixed for each contract year and include all costs associated with servicing this account, including the costs of interfaces with any subcontractor.

R. Implementation

The Proposer awarded the contract must designate an implementation team of the Proposer's experienced staff in the areas of data processing, finance, customer service, and claims adjudication.

S. Contract Termination

Upon termination or other expiration of a contract resulting from this RFP, all data, records, files, electronic media, and the like, along with the appropriate guides, instructions, manuals, etc. that are held for the purpose of performance under the contract, shall be surrendered in a current and updated form to the ACCS. With the exception of the foregoing, each party shall forthwith return any copyrighted or proprietary documents, documentation, or other materials of the other held by each for the purpose of performance under the contract.

The Contractor and the ACCS will assist the other in the orderly termination of the contract and the transfer of all aspects hereof, tangible and intangible, as may be necessary for the orderly, non-disruptive business continuation of each party.

T. Performance Standards –HCRA and DCRA

- a. Customer Service. 90% of all calls answered within 45 second wait time; No greater than 3% abandonment rate; 5% of the quarterly administrative fees at risk for each measure.
- b. Claims Processing Timeliness. 95% of claims processed within five business days; 5% of the quarterly administrative fees at risk.

- c. Claims Payment Accuracy. 98% of claims paid accurately; 5% of the quarterly administrative fees at risk.
- d. Report Production. Reports provided within 20 days after the end of the prior month's activity; 5% of the quarterly administrative fees at risk.

U. Proposal Evaluation

All responsive proposals received by the deadline will be evaluated by the ACCS. The proposals will be evaluated as specified below, using a 100-point scale (40 possible technical points, 40 possible price points, and 20 possible onsite/presentation points). The evaluation will be conducted in three phases:

- a. Phase I • Evaluation of Technical Proposal. The following criteria will be used in the evaluation:
 - i. Vendor's Experience;
 - ii. Administrative Services and Capabilities;
 - iii. Performance Standards; and
 - iv. Contract Conditions.
- b. Phase II • Evaluation of Price Proposal. The lowest cost proposal will receive the maximum allowable points for the administrative costs category. Points for the other proposals will be awarded using the formula below:
 - i. Administrative Costs (maximum of 30 points); plus
 - ii. Core Services Quoted (maximum of 5 points); plus
 - iii. Marketing (maximum of 5 points).
- c. Phase III • Onsite/Presentation of the Successful Proposal(s). At any time during the evaluation phases, the ACCS may contact a Vendor to: (1) provide further or missing information or clarification of their proposal; (2) provide an oral presentation of their proposal (possibly telephonic); (3) obtain the opportunity to interview the proposed key personnel (possibly telephonic or videophone); and/or (4) conduct an onsite visit of the Vendor's facilities. Reference checks may also be made at this time. However, there is no guarantee that the ACCS will look for information or clarification outside of the submitted written proposal. Therefore, it is important that the Proposer ensure that all sections of the proposal have been completed to avoid the possibility of failing an evaluation phase or having their score reduced for lack of information.

The ACCS may submit a list of detailed comments, questions, and concerns to one or more of the Proposers after the initial evaluation. This may include requesting one or more of the Proposers' "Best and Final" offers on price or technical requirements, or both. The total scores for those Proposers selected to submit additional information may be revised as a result of the new information.

The evaluation team will review the proposal scores in making its recommendations of the successful proposal(s). A Proposer's total score will be the sum of the scores received for

the Technical Proposal, the Price Proposal, and Onsite/Presentation.

The evaluation team will make its recommendation based on the above-described evaluation process. The final award decision will be made by the ACCS.

V. General Terms

- a. All responses become a matter of public record at award. The ACCS accepts no responsibility for maintaining confidentiality of any information submitted with a response whether labeled confidential or not.
- b. The Alabama Community College System reserves the right to reject any or all responses and to waive informalities in the best interest of ACCS. The Alabama Community College System reserves the right to not make any awards and re-issue this RFP at any time if it serves the ACCS' best interest.
- c. The successful proposer shall, at its sole expense, procure and keep in effect all necessary permits and licenses required for its performance of the requested work or service.
- d. The successful proposer shall be required to complete a State of Alabama Disclosure Statement. Alabama Act# 2001-955 requires the disclosure statement to be completed and filed with all proposals, responses, contracts, or grant proposals to the State of Alabama in excess of \$5,000. Any changes to the status of the information on this form will require the submission of an updated form to the ACCS.
- e. All selected vendors are required to complete the Certificate of Compliance with Beason-Hammon Act, the State and Local Tax Certification, the Alabama Immigration Law Compliance documents and IRS Form W-9.
- f. Verification of enrollment in the E-verify program will be required prior to any award to a vendor who employs one or more employees within the State of Alabama. Failure to provide documentation within 5 calendar days of notification will result in the rejection of your response. To enroll in the E-verify program visit <https://www.e-verify.gov/mye-verify>.
- g. The ACCS reserves the right, for its convenience and without cause or penalty, to terminate any contract for services at any time with 30 days written notice. This provision may not be changed by subsequent contract.
- h. Notwithstanding any other provision in this RFP, the proposing vendors acknowledge and agree that the terms and commitments contained herein shall not constitute a debt of the State of Alabama in violation of Section 213 of the Constitution of Alabama of 1901, as amended by Amendment No. 26.
- i. Any contract resulting from an award in connection with this RFP shall include the following terms:
 - i. This agreement shall be governed and construed in accordance with the laws of the State of Alabama without giving effect to any choice or conflict of laws, provisions, or rules (whether of the State of Alabama or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Alabama.

- ii. It is further agreed that the terms and commitments contained herein shall not constitute a debt of the State of Alabama in violation of Section 213 of the Constitution of Alabama of 1901, as amended by Amendment Number 26.
- iii. If any provision of this agreement shall contravene any statute or constitutional provision, either now in effect or which may be enacted during the term of this agreement, then the conflicting provision of this agreement shall be deemed null and void.
- iv. Contractor understands, acknowledges, and agrees that its sole and exclusive remedy for any claim which may arise from or relate to this agreement is to file a claim with the Board of Adjustment of the State of Alabama.
- v. By signing this agreement, the parties affirm, for the duration of this agreement, that they will not violate federal immigration law or knowingly employ, hire, for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of this agreement and shall be responsible for all damages resulting there from.
- vi. This agreement constitutes the sole and entire agreement of the parties to this agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, negotiations, and agreements, both oral and written, with respect to such subject matter.
- vii. In compliance with Act 2016-312, the parties hereby certify that they are not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.
- viii. This agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement.
- ix. The Contractor shall provide all materials, supplies, workspace, personnel, and equipment that it deems necessary to perform the services provided for herein.
- x. The relationship between the parties is that of independent contractors. Nothing contained herein shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

II. SCOPE OF WORK

A. Summary of Benefits

The successful Proposer will be expected to administer the established benefit structures without deviation.

B. Services

The TPA will be responsible for services beginning with the scheduled dates provided below.

Service	First month when work will be performed under the new contract	First period for which the work applies
Payroll Deduction	1/1/2024	First January payroll
Administration (Claims Payment)	1/1/2024	Claims incurred on or after 1/1/2024

*Note: The 1/1/2024 dates shown above do not reflect the work, prior to 1/1/2024 required to implement the account.

The table below outlines the administrative services provided for each plan.

Service	DCRA	HCRA
Enrollment	No	No
Payroll Deduction	No	No
Administration (Claims Payment)	Yes	Yes

1. The Contractor(s) must be experienced in administering HCRA and DCRA plans.
2. The TPA must regularly engage in reconciliation processes between the TPA and the System Office.

III. PROPOSAL FORMAT AND CONTENT

This section describes the format and requirements for submission of the proposal. The proposals that do not meet the requirements listed below will be rejected. Each Proposer shall submit the proposal in two (2) separately bound parts as described below:

A. Technical Proposal

The Technical Proposal shall include the following sections:

- The Proposal Certification Form in *Appendix A*;
- The Transmittal Letter as described in Section IV;
- Documentation of compliance with the Minimum Vendor Requirements as detailed in Section V ; and
- Answers to the Questionnaire in Section VI.
- Two (2) bound copies containing this information must be furnished to the Point of Contact. Two additional copies of the Technical Proposal must be submitted electronically (PDF format) as follows: One complete version; and
- One version that redacts any information considered confidential or proprietary.

B. Price Proposal

The Price Proposal must contain the documents as described below and be marked "Price Proposal" on the outside cover. Two (2) bound copies must be submitted to the Point of Contact.

The price proposal(s) shall present a firm, guaranteed fixed price for the Calendar Year 2024 and for each of the subsequent four (4) full calendar years. The price must include the total services as shown in this RFP. The Proposer must follow the instructions and complete the price proposal as described in *Appendix B* by entering the prices/fees for all services proposed.

IV. TRANSMITTAL LETTER

The Proposer is required to submit a transmittal letter, which shall be in the form of a standard business letter on the Proposer's letterhead and shall be signed by an individual authorized to legally bind the Proposer. It shall include:

- A. A statement indicating that the Proposer has been licensed to transact business as an Administrator of HCRA's and DCRA's for at least five (5) years. All subcontractors should be identified, and a statement included indicating the exact amount of work to be done by the prime Contractor (not less than 80%) and each subcontractor, as measured by price.
- B. A statement that the Proposer does not discriminate in its employment practices with regard to race, color, religion, age (except as provided by law), sex, marital status, political affiliation, national origin, or disability.
- C. A statement that the proposal will meet the requirements set forth in the RFP plus any amendments. Amendments, if any, must be specifically identified.
- D. A statement that the person signing the proposal certifies that he/she is the person in the Proposer's organization responsible for, or authorized to make, decisions as to the prices quoted and that he/she has not participated, and will not participate, in any action contrary to the above.
- E. If the use of subcontractor(s) is proposed, a statement from each subcontractor must be appended to the transmittal letter signed by an individual authorized to legally bind the subcontractor stating:
 - 1. The general scope of work to be performed by the subcontractor;
 - 2. The subcontractor's willingness to perform the work indicated; and
 - 3. The subcontractor does not discriminate in their employment practices with regard to race, color, religion, age (except as provided by law), sex, marital status, political affiliation, national origin, or disability.
- F. The name and phone number of the individual(s) who can be contacted from 8:00 a.m. to 5:00 p.m. during business days for questions.

If the proposal deviates from the detailed requirements of this RFP, the transmittal letter should identify and explain these deviations. The ACCS reserves the right to reject any proposal containing such deviations or to require modifications before acceptance.

V. MINIMUM VENDOR REQUIREMENTS

The following proposal requirements are mandatory. Failure to meet any of these requirements shall result in disqualification of the proposal submitted by your organization. Please respond by restating each requirement listed below and providing documentation that proves specifically how your organization meets that requirement.

1. Currently provides third party administration (TPA) services for HCRA and DCRA accounts, similar to those requested in this RFP, to employer clients with at least 100 eligible employees. Provide client references with the following information for each client you list to document your organization meets this requirement:

- a) Name
- b) Address
- c) Contact
- d) Contact title
- e) Telephone number
- f) Email address
- g) Fax number
- h) Number of covered lives
- i) Scope of services provided (BE SPECIFIC)
- j) First contract effective date
- k) Total number of years the agreement has been in place with your organization

Client references that cannot be contacted for verification will not be considered.

2. Possesses at least five (5) years of experience, as of January 1, 2023, as an organization providing TPA services similar to those requested in this RFP. Provide client references with the following information for each client you list to document your organization meets this requirement:

- a) Name
- b) Address
- c) Contact
- d) Contact title
- e) Telephone number
- f) Email address
- g) Fax number
- h) Number of covered lives
- i) Scope of services provided (BE SPECIFIC)
- j) First contract effective date
- k) Total number of years the agreement has been in place with your organization

Client references that cannot be contacted for verification will not be considered.

VI. QUESTIONNAIRE

In preparing your response to any RFP question or request for information, you must repeat each question followed by your response. The questions and answers must be in the same order as found in the RFP. The information contained in your response to this RFP will be used by the ACCS in determining whether or not you will be selected. “Will discuss” and “will consider” are not preferred answers. **If the Proposer is unable to answer a question, please indicate why the Proposer cannot.** If a particular question is not applicable, please so indicate for each question. If the Proposer is unwilling to disclose particular information asked in a question, please indicate the reasoning. If you cannot provide a direct response for some reason (e.g., your company does not collect or furnish certain information), please indicate the reason rather than providing general information which fails to answer the question.

The proposal the ACCS selects will be a working document. As such, the ACCS will consider the technical proposal an integral part of the contract and will expect that all representations made in the proposal will be honored. Please provide complete answers and explain all issues in a concise, direct manner. If you have additional information you would like to provide, include it as an *appendix* to your response. You must indicate in your written response to the questions the location of any additional material referenced in your response. All documentation submitted in response to this RFP and any subsequent requests for information pertaining to this RFP, shall become the property of the ACCS and will not be returned to the Vendor.

FAILURE TO PROVIDE ALL REQUESTED INFORMATION MAY RESULT IN DISQUALIFICATION OF YOUR PROPOSAL

The questions outlined in this Section are asked in terms of the proposed implementation for the ACCS account. In responding to the questions, please indicate whether or not the Proposer can and is currently performing in the manner described, to what extent any development activity is required to meet the requirement, or if the Proposer cannot meet the requirement.

Make sure that:

- All appendices, exhibits, attachments, or enclosures are numbered;
- The exhibits show cross-references to the printed material; and
- The page number where the response is contained is shown on the exhibit.

Provide responses to each of the following requests or questions (label each response so as to indicate which request or question is being addressed).

A. Corporate Background & Experience

1. Provide a description of your Organization, its corporate and organizational structure and ownership. Indicate the total number and dollar amount of HCRA and DCRA claims processed in Alabama and the total number and dollar amount of claims processed in the entire organization in calendar year 2022.
2. Provide a list of the three (3) largest organizations for which the Proposer currently provides HCRA and DCRA services. Indicate for each of these organizations the number of employees covered, the types of services being provided and the date upon which each contract began. Provide the name, address and phone number of a person in each organization who can be contacted as an informed reference.
3. Provide audited financial statements for the organization for each of the last two (2) fiscal years.
4. When was the company licensed in Alabama to conduct business?
5. Provide proof of professional and comprehensive general liability insurance coverage, including stated amounts and limits. Would you be willing to list the ACCS as an additional insured?
6. Has your organization ever been involved in a lawsuit involving any services covered by this RFP? If yes, provide details including dates and outcomes.
7. During the past five years, has your organization, related entities, principals or officers ever been a party in any criminal litigation, whether directly related to the services requested through this RFP or not? If so, provide details including dates and outcomes.

B. Organization and Staffing

1. Provide a current organizational chart of the company by function.
2. Provide a proposed organizational chart to reflect the functional placement of the ACCS account.
3. Will there be a dedicated or designated account team for the ACCS account? If so, please confirm that you have provided bios for these team members.
4. Provide resumes of key management, supervisory and professional personnel proposed for this contract.
5. Designate an individual in the Proposer's organization whose responsibility it will be to identify and research possible fraudulent claims and to provide documentation thereon to the ACCS.

6. Where will the servicing facility for this account be located?
7. Confirm that response time for inquiries made by the ACCS will be less than two (2) business days. If not, please explain.
8. What is the staffing turnover during the last two (2) 12-month periods?

C. IT Security Requirements and IT System Capabilities

1. Are you HIPAA and HITECH compliant?
2. What physical and logistical provisions will you make to separate ACCS data from that of other clients, or regular business accounts?
3. Explain how unauthorized attempts to access ACCS files will be monitored and controlled.
4. Do you have intrusion detection and monitoring tools, and are you conducting penetration testing and vulnerability scans? Please explain.
5. Do you have a dedicated team to assess and respond to security vulnerabilities reported in your IT systems?
6. Do you have an incident response plan for network intrusions and virus incidents?
7. Do you have a business continuity plan and a disaster recovery plan? If so, how frequently is it tested?
8. Will you defend, indemnify and hold harmless the ACCS, and, at your expense, notify our members and mitigate any harmful effects in the event you or one of your business associates uses or discloses PHI in violation of HIPAA, the HITECH Act, or any applicable regulations?

D. Claims Processing System – General Process

1. How will the Proposer document the approved benefits and interpretations of the ACCS?
2. Describe how the Proposer will ensure that all payments are in accordance with the approved benefit design or have written authorization by the ACCS.
3. Provide a flowchart to demonstrate the detailed processing of each type of account-based claim (HCRA and DCRA). Please indicate each manual or computer system interface from the time a claim is received until it is paid, or payment rejected. Describe each step on the flowchart. Indicate the organizational unit and position as the claim is processed.
4. How many individuals handle a “clean” claim from receipt to payment? Identify any difference by account type (HCRA and DCRA).
5. Provide a sample of the currently used forms or form letters mailed to the employee/provider eliciting additional information when information is incomplete for claim adjudication. Please be sure to provide samples for each account type (HCRA and DCRA).
6. Do you offer a debit card to pay for eligible healthcare expenses at the point of purchase from HCRA accounts? If yes, detail requirements, capabilities, and any

additional costs.

7. Can you accept health plan carrier files to determine out-of-pocket expenses that are eligible for reimbursement by the HCRA and automatically reimburse participants (without filing a claim) and/or to substantiate debit card purchases? If yes, describe the process and identify the health plan carriers with which you have coordinated in the past.
8. Do you offer direct deposit capabilities, as to reimburse participants from HCRA, and DCRA accounts? If so, is there an additional charge for this service?
9. What steps are taken in the event that it is determined that additional documentation is required to process a reimbursement?
10. In 2022, what was your average claims turnaround time for HCRA and DCRA reimbursements?
11. How often do you reimburse claims (e.g., daily, weekly, semi-monthly, etc.) and does pricing depend on this frequency?

E. Eligibility System

1. List the employee data elements maintained in the Proposer's IT system.
2. List the dependent data elements maintained in the Proposer's IT system.
3. Describe or list the manual or computer edits for validating the claim is filed for an eligible employee; an eligible dependent.
4. Will the Proposer's IT system accept daily information transmitted via secure file transfer protocol (secure FTP)?
5. How many days are required to update the eligibility records?

F. Quality Control

1. Describe the Proposer's quality control procedures for assuring accurate claims payment.

G. Financial Requirements

1. Describe the proposed cash system. Include any proposed bank to be used, the method of accepting the drafts issued, and the proposed method of satisfying the bank for service costs.

H. Administrative Support

1. Describe the staff unit that will be assigned to support the IT requirements of the ACCS account. Identify the number of staff assigned by organizational placement, physical location, job title, and IT experience.
2. Describe the types and levels of other support staff, such as in the areas of eligibility/membership, cash disbursement, etc. Provide the number and location of support staff by function to be assigned to this account.

3. Identify the organizational level of the account executive to be assigned and designated to respond to the ACCS needs. Outline the range of decisions that may be made for servicing this account.
4. What authority will the dedicated manager be given for making changes to processing and to assigning additional resources? Who will have authority to add resources over and above that budgeted for this contract?

I. Employee Customer Service

1. Describe the telephone system proposed for customer service. Include the location of the system, monitoring and reporting capabilities, and automated messages provided to callers.
2. Does your phone system include an automated functionality such that participants can access account and claim information 24/7? If so, what information is available via the automated phone system?
3. Does your telephone system offer the ability for a caller to quickly and easily be transferred to a live representative? If so, describe.
4. Specify the days and hours of normal customer service access.
5. Describe how telephone calls are documented.
6. Describe your quality assurance program for customer service representatives.
7. Describe how claim problems can be resolved during a call. What types of problems do the customer service representatives have authority to resolve “on the spot?”
8. Provide detail around any online capabilities you offer related to the services requested. Please provide a username and password and instructions to access your participant portal.
9. Do you provide reminders for individuals who have remaining funds in their HCRA or DCRA accounts? If so, how and how often are these reminders communicated?

J. Marketing

1. How would your organization convince employees to enroll in the DCRA and HCRA plans? In addition to a general answer on this topic, also indicate any strategies you would use that have been particularly effective for a similarly sized company or agency. What would be the expected target participation levels in the DCRA and HCRA plans based on your organization’s communication strategy?

K. Performance Standards

1. Do you agree to the performance standards listed in Section I paragraph T of the RFP? If no, list the performance standards that are acceptable measures of performance for your organization.

2. What percentage of the administrative fee are you willing to put at risk?

L. Data Reporting

1. Demonstrate standard data reporting capabilities as follows:
 - a) Specify 5 key reports recommended for this account;
 - b) Provide an example of each key report;
 - c) Indicate the reporting cycle of each key report;
 - d) Explain the purpose of each key report and what it will monitor; and
 - e) Describe the usefulness of each key report and how it can be used to pinpoint problems.
2. What is the frequency of reporting and distribution to the ACCS?
3. Will you produce custom reports at no additional charge? If there is an additional charge, please identify.

M. Implementation

1. Provide a work plan and timetable for completing the transition and implementing the contract as a result of this RFP. What is the Proposer's average implementation time-table from start to finish for similarly sized accounts?
2. Describe how the Proposer will proceed to establish eligibility records for employees. Specify how much time is needed for programming and submitting test files.

N. Contract Termination

1. Does the Proposer agree to surrender records to the ACCS at contract termination? Specify any records the Proposer considers as proprietary or copyrighted material.
2. Provide a statement of assistance that the Proposer will provide to a new Contractor upon termination of the contract as a result of this RFP.

Appendix A

Proposal Certification Form - Request for Proposal

Alabama Community College System

PLEASE ENSURE THAT ALL REQUIRED SIGNATURE BLOCKS ARE COMPLETED. FAILURE TO SIGN THIS FORM WILL RENDER YOUR PROPOSAL INVALID.

Proposal

We propose to furnish and deliver the deliverables and services named in the attached Request for Proposal for which prices have been set. The price or prices offered herein shall apply for the period of time stated in the RFP. It is understood and agreed that this proposal constitutes an offer, which when accepted in writing by the Alabama Community College System, and subject to the terms and conditions of such acceptance, will constitute a valid and binding contract between the undersigned and the Alabama Community College System.

It is understood and agreed that we have read the Alabama Community College System's specifications shown or referenced in the RFP and that this proposal is made in accordance with the provisions of such specifications. By our written signature on this proposal, we guarantee and certify that all items included in this proposal meet or exceed any and all such Alabama Community College System specifications. We further agree, if awarded a contract, to deliver services which meet or exceed the specifications.

It is understood and agreed that this proposal shall be valid and held open for a period of one hundred and twenty (120) days from proposal due date.

PROPOSAL SIGNATURE AND CERTIFICATION (Proposer must sign and return with proposal)

I certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same services and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal Law and can result in fines, prison sentences, and civil damage award. I agree to abide by all conditions of the proposal and certify that I am authorized to sign this proposal for the proposer.

Authorized Signature

Date

Appendix B

HCRA and DCRA Price Proposal

Provide your cost proposal for the HCRA and DCRA administrative services on a per participant per month basis. Assume 44 HCRA participants and 5 DCRA participants. The contract will take the form of a three (3) year agreement, beginning on January 1, 2024, and two (2) ACCS initiated one-year options to extend the contract.

Plan:	FY2024	FY2025	FY2026	FY2027	FY2028	Additional Marketing Fees*
HCRA						
DCRA						

*List the marketing activities proposed for this contract.

Check yes or no if the services listed below are included in the above price quote. If not, can the service be provided for an additional fee?

Service:	Included in Administrative Fees? Yes or No	If no, explain.
Weekly claims processing and reimbursement		
Online employer and participant account access		
Quarterly participant account statements		
Direct deposit		
Debit card program		
Direct vendor payment		

*Please be sure to include any possible fee category that could be applicable to the services requested in this RFP.

Exhibit 1

2024 Pay Period Schedule

PAY DAY	PAY PERIOD	PAY PERIOD END
2024		
January 12	January 1	January 15
January 31	January 16	January 31
February 15	February 1	February 15
February 29	February 16	February 29
March 15	March 1	March 15
March 29	March 16	March 31
April 15	April 1	April 15
April 30	April 16	April 30
May 15	May 1	May 15
May 31	May 16	May 31
June 14	June 1	June 15
June 28	June 16	June 30
July 15	July 1	July 15
July 31	July 16	July 31
August 15	August 1	August 15
August 30	August 16	August 30
September 13	September 1	September 15
September 30	September 16	September 30
October 15	October 1	October 15
October 31	October 16	October 31
November 15	November 1	November 15
November 27	November 16	November 30
December 13	December 1	December 15
December 31	December 16	December 31