TOWNSHIP OF WEST CALDWELL

Request For Proposals

For

TPA Services and

Group Medical Coverage

PROPOSAL FOR THE CALENDAR YEAR 2015
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Appendix - Available for review upon request
   A.  2012 & 2013 Claims Experience including 25% specific stop loss reports
   B.  Summary Plan Descriptions
   C.  Current Census (on diskette)
   D.  2013 Stop Loss Contract
   E.  Most Current TPA/Network billing Summary
Section I

Introduction

1. The Township of West Caldwell, a Municipal Corporation in the County of Essex and State of New Jersey, with offices located at 30 Clinton Road, West Caldwell, New Jersey 07006, seeks Proposals for the healthcare services contained herein, including rates for a one year contract (2015), a two year contract (2015 and 2016 rates) and a three year contract (2015, 2016 and 2017 rates). It is the intent of this provision to obtain a rate “guarantee” for the Township of West Caldwell for consideration. You may submit multiple year rates for any, all or none of the services described here.

Claims Administrative Services for its self-funded Group Medical Plan,

A national PPO Network with a strong concentration of physicians in Passaic, Morris and Essex Counties, NJ.

A separate hospital network, where such separate network provides enhanced hospital discounts as compared to a single combined network.

Specific and Aggregate Stop Loss coverage.

Case management and hospital pre-admission certification services on a voluntary basis.

Billing COBRA members and retirees directly to their respective residences.

Many of the employees and retirees are subject to a Collective Bargaining Agreement. Therefore, it is essential that the existing benefits be duplicated exactly as described in the plan on file, as amended. Please certify and attest that your firm has duplicated the benefits as described in that plan.

If you cannot match existing benefits equal to or better than, you must identify any provisions in a separate deviations section to your proposal.

The current PPO Plan is administered by Insurance Design Administrators (IDA). The PPO Plan has an in and out of network benefit and the primary network is Cigna. The hospital network is Cigna. The vendor must address the use of separate networks to provide the best possible benefits to the Township. The medical network must have the physicians currently available included in the plan, and must be a self-directed plan. The hospital network must have substantially the same facilities included in the Cigna network. The vendor must also establish that the network used encourages quality service to their patients and does not use practices that result in excessively long waiting times and/or unnecessary multiple visits by the insureds, which can result in higher costs even where a lower reimbursement schedule is used. The proposal must also include the ability for the Township to contract directly with providers and make payments to those providers as “in network.” We must also have the ability to amend our plan for inclusion of new covered services at will.

There are approximately 130 employees and retirees enrolled in the PPO Plan. A copy of a Township invoice from Insurance Design Administrators, (IDA) with the employee census, is available on request.
Submission Deadline: Friday, November 14, 2014 at 11:00 a.m.

Number of Qualification Statements to be sent: An Original and Seven (7) Copies

Address all Qualification Statements to:

Adam W. Brewer, Township Administrator
Township of West Caldwell
30 Clinton Road
West Caldwell, New Jersey 07006

Proposals must be returned in a sealed envelope bearing the name and address of the proposer written on the face of the envelope and clearly marked “RFP for TPA Services and Group Medical Coverage - Attn: Adam W. Brewer.”

Proposals may be hand delivered or mailed. In the case of mailed qualifications, the Township assumes no responsibility for Proposals received after the above-stated designated date and time. Proposals received after the designated date and time for receipt will not be accepted and will be returned unopened. Proposals will not be accepted by facsimile or e-mail.

Each Proposal and all required forms must be signed by a person authorized to do so. Proposals must cover all information requested in this RFP. Responses which in the judgment of the Township fail to meet the requirements of the RFP or which are in any way conditional, incomplete, obscure, contain additions or deletions from requested information, or contain errors may be rejected. All communications concerning this RFP or the RFP process shall be directed, in writing, to Administrator Brewer. The Administrator’s decision shall be final and conclusive.

During the period provided for the preparation of responses to this RFP, the Township may issue addenda or answers to written inquiries. Addenda will be noticed by the Township and will constitute part of the RFP. All responses shall be prepared with full consideration of any addenda issued. Proposer must complete and submit the Acknowledgement of Receipt of Addenda Form attached at Exhibit A.

The Township shall not be responsible for any expenditure of monies or other expenses incurred by the proposer in making its proposal.

This RFP is not intended to be an offer, order or contract and should not be recognized as such, nor shall any obligation or liability be imposed on the Township by issuance of this RFP.

The Township, in its sole discretion, reserves the right to reject any or all qualifications and to waive any and all irregularities as is in the best interest of the Township. A final award shall be made by Resolution adopted by a majority of the Mayor and Council based upon the proposal made to the Township that has been determined to be the most advantageous to the Township, all factors considered. The Mayor and Council reserve the right to negotiate the terms and conditions with any qualified proposer before making its determination and appointment.
Considerations
The major considerations that will enter into Township of West Caldwell’s decision-making process include the following:

- **Net Cost Considerations**
  - Competitive administrative fees
  - Ability to maximize managed care network and utilization management savings

- **Network Superiority**
  - Availability of your network to cover Township employees
  - Effectiveness of utilization management and large case management
  - Providers rating of proposed network
  - Provisions for out of state in network providers

- **Benefit Provisions**
  - Ability to duplicate the current benefits due to Collective Bargaining requirements. See plan document/plan design.

- **Administrative Services**
  - Superior Customer Service
  - Proven claims administration system
  - Willingness to dedicate experienced staff to West Caldwell’s account management function
  - Indication of an organized approach to program implementation and a willingness to customize procedures to meet the Township’s needs
  - Fraud prevention, over billing and billing review procedures

- **Capability of electronic enrollment and eligibility information management**

- **Ratings and historical stability of re-insurance provider**
Section II

Bidding Conditions

This section provides general bidding conditions and instructions for quoting on the current coverage and the alternatives described herein.

- The effective date of coverage is January 1, 2015, with no gap in coverage from 2014.

- Initial rates are to be guaranteed for 24 months. As an alternative, please include a 36 month rate guarantee. Please provide this information on the enclosed rate sheet.

- Your proposal must include a no loss no gain provision, exclude any pre-existing condition limitations and waive any actively at work requirements for employees, retirees, dependents and COBRA participants.

- Benefits must be duplicated exactly as described in the enclosed benefits booklets. Any deviations must be clearly defined in a separate deviations section of your proposal.

- Please include specific Stop Loss for individual claims in excess of $70,000 Aggregating Specific with a $50,000 Corridor.

- A full financial accounting must be completed within 120 days after the end of the policy year.

- All reserves for IBNR claims are to be accounted for within 12 months of termination. Any surplus reserves must be refunded to the client within 30 days of final accounting.

- Reasonable and Customary profile must be based on the 90th percentile of HIAA.

- Monthly experience reports must be provided with the following minimum information:
  - A summary of paid premiums and paid claims by line of coverage.
  - The number of employees and dependent units by coverage tier enrolled in each program.
  - A separate listing of individuals who have received $25,000 or more of benefits in that policy year.

- All bids are firm and final (first quote, best quote) and there is not any partial bidding permitting permitted.

- Contract, booklets and certificates are to be prepared by the insurer/administrator. Drafts will be required within prior to the effective date.

- The request for proposal, plan information, census data and specifications are proprietary and confidential. They are to be used for bidding purposes only.
Network

- Please quote access to a PPO network that is offered to participants as a regular PPO. The hospital network must be comprehensive in scope to maximize available facilities throughout New Jersey.

- Please provide cost comparisons between network providers including the incumbent, New Jersey State Health Benefits Program, and options in the general market.

Specific Stop Loss

- Please include a $70,000 aggregating specific stop loss with a $50,000 corridor.

- As an alternative, you may indicate the financial impact of a $50,000 and $60,000 specific stop loss deductible.

- The current contract terms are for claims incurred in the last 24 months and paid in the last 12 months. There is an unlimited specific plan year limit. Please quote the same contractual terms.

Utilization Review Management

- Your quote must include the following utilization review management:
  - Pre-Admission Certification
  - Second Surgical Opinion
  - Continued Stay Review
  - Hospital Discharge Planning
  - Hospital and Provider Bill Auditing
  - Telephonic and On-Site Case Management
  - Utilization Review

Proposers must include the following information and documentation with their proposal:

- **Proof of Business Registration Certificate.** Proposer must furnish a copy of their New Jersey Business Registration Certificate prior to award of contract as required by N.J.S.A. 52:32-44.

- **Shareholder Disclosure Form.** Proposer must complete and submit the Shareholder Disclosure Form attached hereto as Exhibit B.

- **Affirmative Action.** In accordance with the laws of the State of New Jersey, all contracting entities must comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq. The proposer shall file a statement as to compliance with N.J.S.A. 10:5-1 et seq. (Laws against Discrimination) and P.L. 1975, c. 127 (Affirmative Action). Appendix A contains mandatory Affirmative Action Language which shall appear in any contract with the Township and which lists in subparagraph (j) thereof the acceptable documents that may be submitted to evidence compliance. Proposer must complete and submit the Affirmative Action Compliance Notice attached hereto as Exhibit C.

- **Affidavit of Non-Collusion.** Proposer shall properly execute and submit the Affidavit of Non-Collusion attached hereto as Exhibit D.
Township of West Caldwell

Request for Proposal

- **Pay to Play.** The successful proposer is advised of the responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-20.13 (P.L. 2005, c.271, s.3) if the successful proposer receives contracts in excess of $50,000 from public entities in a calendar year. It is the successful proposer’s responsibility to determine if filing is necessary. See Exhibit E.

- **Americans with Disabilities Act of 1990.** Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. Proposers are required to read Americans with Disabilities language attached to this RFP at Exhibit F and agree that the provisions of Title II of the Act are made a part of the contract. The successful Proposer will be obligated to comply with the Act and to hold the owner harmless.

- **Protected Information.** By submission of the proposal, the proposer certifies that the service to be furnished will not infringe upon any valid patent, trademark or copyright and the successful proposer shall, at its expense, defend any and all actions or suits charging such infringement, and will save the Township harmless in any case of any such infringement.

- **Signature Page.** Proposer shall complete and submit the signatory page attached as Exhibit G, which shall be signed by an authorized representative of the Proposer and evidence the Proposer’s acceptance of the terms and conditions of this RFP.

- **RFP Document Checklist.** Proposer must complete and submit the RFP Document Checklist attached hereto as Exhibit H.

**EVALUATION CRITERIA AND BASIS FOR AWARD OF CONTRACT**

The Township shall award all professional service agreements based upon qualifications, merit, references and experience with issues confronting the Township of West Caldwell. The specific evaluation criteria will include:

1. Cost;
2. Individual and Firm experience and reputation;
3. Knowledge of the TPA Services and Group Medical Coverage to be provided;
4. Availability to accommodate the required needs of the Mayor and Council and the Township’s Administrative Departments; and
5. Other factors the Mayor & Council deem to be in the best interest of the Township of West Caldwell and its taxpayers.

A final award shall be made by Resolution adopted by a majority of the Mayor and Council based upon the proposal made to the Township that has been determined to be **the most advantageous to the Township, all factors considered.** The Mayor and Council reserve the right to negotiate the terms and conditions with any qualified proposer before making its determination and appointment. All awards are and shall be subject to the availability of funds.
RETURN THIS FORM WITH YOUR PROPOSAL

Signature: _____________________________________________

Name/Company

☐ Claims Administration

☐ Network

☐ Specific Stop Loss Coverage

☐ Utilization Management Review

We comply with all of the above conditions, except as noted on the Section of our proposal titled “Deviations to Bid Specifications”.
Section III

Benefit Summaries

Following is a brief overview of the current benefit programs offered by Township of West Caldwell. A complete description of the current benefits can be found in the Appendix.

Medical Benefits

- It is important to note once again that these programs must be duplicated exactly as described due to the Collective Bargaining Agreement between the Township and the employees. If there are certain provisions you cannot match, you must identify them in the separate deviations section of your proposal.

- For the PPO plan most in-network services are covered at 100% after a $10 co pay. Please refer to page III-B-3 of the plan booklet for the maximum out-of-pocket payments per calendar year. The lifetime major medical maximum is unlimited for the PPO plan.

Prescription Drugs

- The Prescription Drug plan is currently administered by Select Solutions, Inc. and is part of the Major Medical. The losses for prescription drugs apply to the aggregate and stop loss provision. The plan shall provide a passive discount at the point of sale, with varying discounts for brand name, brand name without a generic equivalent, and generic drugs.
Major Medical Claim Payments

- Included below is a listing of the top CPT codes utilized by the Township of West Caldwell. Please provide the CPT-4 name and discount for each claim.

<table>
<thead>
<tr>
<th>CPT Code</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>99213</td>
<td>established office visit</td>
</tr>
<tr>
<td>99214</td>
<td>established office visit</td>
</tr>
<tr>
<td>85025</td>
<td>complete cbc</td>
</tr>
<tr>
<td>99212</td>
<td>established office visit</td>
</tr>
<tr>
<td>97140</td>
<td>manual therapy techniques</td>
</tr>
<tr>
<td>80061</td>
<td>lipid panel</td>
</tr>
<tr>
<td>80053</td>
<td>comprehensive metabolic panel</td>
</tr>
<tr>
<td>98941</td>
<td>chiropractic manipulative treatment</td>
</tr>
<tr>
<td>97110</td>
<td>therapeutic procedures one or more areas (15 minutes)</td>
</tr>
<tr>
<td>88142</td>
<td>cytopathology, cervical or vaginal</td>
</tr>
<tr>
<td>90806</td>
<td>individual psychotherapy</td>
</tr>
<tr>
<td>98940</td>
<td>chiropractic manipulative treatment (cmt) 1-2 regions</td>
</tr>
<tr>
<td>84443</td>
<td>thyroid stimulating hormone (tsh)</td>
</tr>
<tr>
<td>97010</td>
<td>application of a modality to one or more areas</td>
</tr>
<tr>
<td>99232</td>
<td>subsequent hospital care, per day</td>
</tr>
<tr>
<td>97014</td>
<td>electrical stimulation</td>
</tr>
<tr>
<td>90471</td>
<td>Immunization</td>
</tr>
<tr>
<td>99203</td>
<td>new patient office visit</td>
</tr>
<tr>
<td>99215</td>
<td>established office visit</td>
</tr>
<tr>
<td>99231</td>
<td>subsequent hospital care, per day</td>
</tr>
<tr>
<td>97530</td>
<td>therapeutic activities (15 minutes)</td>
</tr>
</tbody>
</table>

**TOTAL COMBINED CPT CODES AVERAGE:**

NOTE: Carriers consider information concerning fees negotiated with providers to be proprietary, commercially valuable information which is not in the public domain.

1. What are your discounts on average for participating specialists?
**Hospital Claim Payments**

2. What are your specific PPO Plan discount arrangements for the following hospitals?

<table>
<thead>
<tr>
<th>Hospital</th>
<th>In-Patient</th>
<th>Out-Patient</th>
</tr>
</thead>
<tbody>
<tr>
<td>St. Joseph’s at Wayne</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Barnert Hospital</td>
<td></td>
<td></td>
</tr>
<tr>
<td>St. Barnabus Medical Center</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Passaic Beth Med. Ctr.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>The General Hosp. Ctr. at Passaic</td>
<td></td>
<td></td>
</tr>
<tr>
<td>St. Joseph’s Hospital</td>
<td></td>
<td></td>
</tr>
<tr>
<td>St. Mary’s Hospital</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Chilton Memorial Hospital</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Holy Name Hospital</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hackensack University Med. Ctr.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Valley Hospital</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Englewood Hospital &amp; Med. Ctr.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Morristown Memorial Hospital</td>
<td></td>
<td></td>
</tr>
<tr>
<td>St. Clare’s Hospital Denville</td>
<td></td>
<td></td>
</tr>
<tr>
<td>St. Clare’s Hospital Dover</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pascack Valley Hospital</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

3. Describe your current PPO Plan contractual arrangements with participating providers for the following services:

- Physicians
- Primary Care
- Specialists
- Clinical Lab & X-Ray
- Substance Abuse Facilities
- Skilled Nursing Facilities
- Hospitals

4. What are your discounts on average for Network hospitals?
Section V
Rate Format Response Worksheet

<table>
<thead>
<tr>
<th>Administration</th>
<th>2015</th>
<th>2016-2017</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Function</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Claim Administration</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Run In Claim Adjudication</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| Network                            |      |           |
| **Function**                       |      |           |
| PPO Network Access Fee             |      |           |
| Other                              |      |           |

| Stop Loss                          |      |           |
| **Function**                       |      |           |
| Specific coverage limit of $70,000, aggregating specific with corridor of $50,000 for claims incurred in the prior 24 months and paid in the current 12 months |      |           |

| Utilization Management Services    |      |           |
| **Function**                       |      |           |
| Pre-Admission Certification       |      |           |
| Second Surgical Opinion           |      |           |
| Continued Stay Review             |      |           |
| Hospital Discharge Planning       |      |           |
| Hospital and Provider Bill Auditing |      |           |
| Telephonic and On-Site Case Management |      |           |
| **Total**                          |      |           |
Section VI

Questionnaire

Administrative Information

1. Where will this plan be serviced:
   - Claims
   - Administration
   - Service

2. Discuss the account management function, describing the type of personnel that will be the contact person(s) for Township of West Caldwell on a routine basis. Include a brief biography of the individual(s) that would service this account.

3. Please include a detailed schedule and time frames to implement this program for January 1, 2015.

4. How long will your quotation be valid?

5. How will you assure that benefits will be duplicated exactly?

6. Please provide specimen contracts and financial agreements.

7. Have all of the proposed insurance programs received full approval and review from the applicable departments of Insurance and Health? Please note any exceptions.

8. For all insurance quotations, please note rating from the following services:
   - A.M. Best Company
   - Moodys' Investors Services
   - Standard & Poor's Corporation
   - Please provide the date of the most recent rating action

9. Provide a sample copy of all “standard” management reports that are presently available. What are the associated costs? (If costs are not specific, we will assume that the reports are available at no additional cost). Specify for each report whether the report would be generated quarterly, semi-annually or annually.

10. How long after the experience period will the reports be delivered? Please provide samples of your reports.

Claims

1. Define a claim transaction.

2. What is the current average claim turnaround time of the claim paying location assigned to our client?

3. Describe your "reasonable and customary" profiles including source, percentile and update frequency. The current medical reimbursement schedules are at the 90th percentile of HIAA and must be duplicated.
4. How do you assure that employees are given proper credit towards out of pocket expenses already incurred for the calendar year in which you take over?

5. Can you administer the Health Care Reimbursement Account? Describe how you will administer it.

6. How long has the current claims system been in operation? Do you have any plans for major changes to your system? If so, please describe what the changes entail, how this will impact your clients and timeframe for these changes.

7. Do you have any plans for closing down or consolidating the claims office that you have assigned to Township of West Caldwell?

8. Are trained back-up claim processors available to handle increases in claim volume? Please explain.

9. Describe how you challenge unusual or excessive claims.

10. Case Management:
    
    \ Describe current systems and procedures in effect to assist with medical case management.
    \ Identify what criteria, situations or other related events must occur before claims are targeted for case management.
    \ What steps are taken to control health care for these patients, what is the cost of the program (if any) and what are the expected savings?

11. Do special Customer Service Representatives answer employee inquiries or do Claim Processors answer them?

12. During what hours is your claims office available to verify eligibility?

13. What is the average turnaround time in processing medical claims? A clean claim? A COB claim?

14. What are your performance standards? How are they measured?

15. In how many days are 95% of your medical claims paid? 99%? When do you consider a claim received (i.e. when it reaches the mailroom, when it reaches the processor, other)?

16. Will Township of West Caldwell be able to audit your claims offices? What type of assistance would you provide during an audit and would you have charges for assisting during the audit? What is your charge for this and will the Township of West Caldwell share in any savings as a result of finding any claim errors.

17. Do you use CPT-4 procedure and ICD-9 diagnosis codes? If not, what coding scheme is used?
18. What are the claim processing accuracy percentages as documented in your internal audits during 2013 and year-to-date for the claim office suggested for Township of West Caldwell, based on the following:

- Claims payment accuracy - The percentage of correct payments to the number of total payments made.
- Non-payment accuracy - The percentage of claims processed with errors not related to overpayments or underpayments compared to the total number of claims processed.

19. Will you be able to provide services for eligible employees for part D of Medicare?

Coordination of Benefits

1. How do you verify that a claimant has no other coverage? How often do you follow-up to reconfirm this information? Do you have a website? If so, what is the web address?

2. Do you coordinate all medical claims or only those above a certain dollar amount? What dollar amount? Explain how any dollar amount trigger is applied.

3. What management reports on COB recoveries can you provide?

Customer Service

1. Customer Service - Is there a toll-free number for employees to call? What hours are representatives available?

2. What on-site assistance will be provided for the initial transition if your company is chosen, i.e. Claims Office Personnel, Customer Service representation, Communications, Announcements, Meetings, etc.?

3. Please provide sample I.D. cards for Medical.

4. Please provide sample Claim Forms and E.O.B.’s.

Pricing and Financial

Assuming a January 1 to December 31 Plan Year:

1. Indicate the date final accounting for the preceding year will be available.

2. Describe your formula(s) for financial settlement with Township of West Caldwell.

3. Indicate the date we will be notified of a change in rates. (A 60-day rate renewal is required.)

4. Indicate the date the first rate change could occur.

5. What are your current medical trend factors for each of the plan options outlined?
6. Describe in detail your method for reimbursing Pooled claims (aggregate and specific).

7. Assuming claims meet expected levels and there are no extraordinary service requirements, will you guarantee your retention?

8. How are claim liability deficits recovered?

9. Please respond to the following questions regarding what would happen if your contract were terminated:
   \( \text{How would your normal retention be affected, if at all?} \)
   \( \text{Are there any differences in your treatment of the policyholder between on-anniversary cancellations versus off-anniversary?} \)
   \( \text{Would you have any reluctance or difficulty in providing employee claim data to an assuming carrier for items such as deductible accumulations or maximum benefit status? Are there any additional termination charges for this?} \)

10. Are your responses to the above questions described in your standard contract? If not, would you be willing to add a rider or issue administrative letter of agreement covering these issues?
Please complete the following chart by indicating the number of providers currently participating in your **Preferred Provider Organization (PPO)** network.

<table>
<thead>
<tr>
<th>COUNTY</th>
<th>ADULT PCP</th>
<th>PEDIATRICIANS</th>
<th>OB/GYN</th>
<th>SPECIALIST</th>
<th>HOSPITAL *</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bergen</td>
<td></td>
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<tr>
<td>Essex</td>
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<td>Hudson</td>
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<td>Hunterdon</td>
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<td>Mercer</td>
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<td>Middlesex</td>
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<tr>
<td>Monmouth</td>
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<td>Union</td>
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<td>Warren</td>
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<td><strong>TOTALS</strong></td>
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* Acute Care and Psychiatric Hospital
Section VII

Broker Response Form

You must clearly address all of the following points in your proposal for health insurance brokerage services. If you feel that an individual item is not applicable to your proposal, you must clearly indicate this in the proposal.

1. Name of firm.

2. Location of firm main office and branches.

3. How many years has the firm been in business?

4. Total number of employees dedicated to servicing group health insurance clients and the total number of service employees who hold a license in the life and medical authorities.

5. Total volume of group health premiums, for both corporate and governmental clients for the periods of 2011, 2012, 2013 and current clients.

6. Indicate the following for your five largest group health insurance clients, for both corporate and governmental clients (10 total):
   • Private or public sector
   • Number of plans administered by your firm for each (of the top five clients)
   • Number of employees
   • Number of years as your client
   • Type of funding for each plan

7. Include five current client references for the brokerage services that you are proposing on.

8. Describe the proposed management of the account as specifically as possible. Your response must indicate that overall coordination of the account will be placed with an identified account manager. This individual’s functions should be clearly described and any support personnel should also be identified and their roles defined. The credentials and experience of all members of your proposed account management team should be detailed. Also, the number of total clients serviced by the proposed management team must be included.

9. How will the designated account team work with the administrators and staff in implementing any new and/or existing programs?

10. Describe the services your firm routinely performs for its clients?
    • Indicate your firm’s involvement with the enrollment process, written communications, employee meetings, etc.

11. Does your firm provide a toll free number and Internet access? Will that access be available to administrators and employees?

12. Describe how your firm would develop specifications for competitive health insurance policy quotes and provide this information to the Business Administrator and/or Council?
13. Describe your firm’s involvement in the collective bargaining process.

14. Describe what other benefits and/or products your firm could provide the Township.

15. If a change of carrier were warranted, how would your firm outline the implication of the change on employees?

16. Describe how your firm reviews all plan documents for compliance with applicable laws and contracted agreements.

17. If required, will you be able to assist in the performance of a claims audit? If so, what is the charge for the service? How often will the Township share in the savings if errors are found?

Section VIII

Broker Commissions

Please indicate the Broker Commissions applicable to this Proposal:

☐ Administration Fee: ________ per employee per month.

☐ Stop Loss Coverage: ________ % of annual specific and aggregate premium.
TOWNSHIP OF WEST CALDWELL

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA
Exhibit A

The undersigned proposer hereby acknowledges receipt of the following Addenda:

<table>
<thead>
<tr>
<th>Addendum Number</th>
<th>Dated</th>
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☐ No addenda were received:

Acknowledged for: ____________________________________________
(Name of Proposer)

By: ____________________________________________
(Signature of Authorized Representative)

Name: ____________________________________________
(Print or Type)

Title: ____________________________________________

Date: ___________________________________________________________________
TOWNSHIP OF WEST CALDWELL

STOCKHOLDER DISCLOSURE CERTIFICATION
Exhibit B

Name of Business______________________________________________________

☐ I certify that the list below contains the names and home addresses of all stockholders holding
10% or more of the issued and outstanding stock of the undersigned.

OR

☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the
undersigned.

Check the box that represents the type of business organization:

☐ Partnership ☐ Corporation ☐ Sole Proprietorship
☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership
☐ Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: ______________________________ Name: ______________________________
Home Address: _______________________ Home Address: _______________________
____________________________________ ____________________________________

Name: ______________________________ Name: ______________________________
Home Address: _______________________ Home Address: _______________________
____________________________________ ____________________________________

Name: ______________________________ Name: ______________________________
Home Address: _______________________ Home Address: _______________________
____________________________________ ____________________________________

Subscribed and sworn before me this ____ day of ____________, 2____.

____________________________________
(Affiant)

(Notary Public) (Print name & title of affiant)

My Commission Expires

(Corporate Seal)
TOWNSHIP OF WEST CALDWELL

AFFIRMATIVE ACTION AFFIDAVIT

Exhibit C

STATE OF:  
ss
COUNTY OF:  

I, ____________________ of the (City, Town, Borough) of _______________ in the County of ______________, State of ______________, of full age being duly sworn according to law on my oath depose and say that:

1. I am (President, partner, owner, member) of the firm of _____________ a contractor of the State of New Jersey, County of Essex, Township of West Caldwell.

2. I am familiar with the affirmative action requirements of P.L. 1975, c. 127 and rules and regulations issued by the Treasurer, State of New Jersey, pursuant thereto.

3. _______________ has complied with all the affirmative action requirements of the State of New Jersey, including those required by P.L. 1975, c. 127 and rules and regulations issued by the Treasurer, State of New Jersey pursuant thereto.

4. I am aware that if _______________ does not comply with P.L. 1975, c. 127 and rules and regulations issued pursuant thereto, that no monies will be paid by the State of New Jersey, County of Essex, Township of West Caldwell, until an affirmative action plan is approved. I am also aware that the contract may be terminated and that _______________ may be debarred from all public contracts for a period of up to five (5) years.

5. I am aware that _______________ is required to submit one of the following three documents to the Township of West Caldwell along with the signed contract for goods or services: 1) a copy of a letter from the Office of Federal Contract Compliance Programs evidencing federal affirmative action plan approval; 2) a copy of a Certificate of Employee Information Report issued by the State of New Jersey; or 3) a completed Initial Affirmative Action Employee Information Report (Form AA302).

6. If I am submitting an Initial Affirmative Action Employee Information Report (Form AA302), in compliance with paragraph 5 above, I do hereby certify that I have never before applied for a certificate of employee information report in accordance with rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time; and I agree to submit immediately to the Division a Copy of the Employee Information Report.

Subscribed and Sworn to
Before me this _____ day
of __________ 20___.

Signature of Authorized Representative

Name and Title
Appendix A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

Each contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

- Appropriate evidence that the contractor is operating under an existing Federally approved or sanctioned affirmative action program;
- A certificate of employee information report approval, issued in accordance with N.J.A.C. 17:27-4;
- An employee information report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor, in accordance with N.J.A.C. 17:27-4.

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers’ representative of the contractor’s commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to afford equal employment opportunities to minority and women workers consistent with good faith efforts to meet targeted county
The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies, including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedure, if necessary, to assure that all personal testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractor shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.
TOWNSHIP OF WEST CALDWELL

NON-COLLUSION AFFIDAVIT
Exhibit D

State of New Jersey
County of ___________________________ ss:

I, ________________________________, residing in ___________________________________, (name of affiant)

of municipality) in the County of ___________________________ and State of ___________________________ of full age,

being duly sworn according to law on my oath depose and say that:

I am __________________________________, (title or position) (name of firm)

_____________________________________, the Proposer making this Proposal for the RFP

titled ________________________________, (title of RFP)

entitled ________________________________, and that I executed the said proposal with full authority to do so so that said Proposer has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the ___________________________ relies upon the truth of the statements contained in said Proposal (name of contracting unit) and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by

_Subscribed and sworn to

before me this day

Signature

________________, 2____

(Type or print name of affiant under signature)

Notary public of

My Commission expires ________________

(Seal)
Starting in January 2007, all business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 if they receive contracts in excess of $50,000 from public entities in a calendar year. Business entities are responsible for determining if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.
The contractor and the Township of West Caldwell, (hereafter “owner”) do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. §12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner’s grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor’s obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.
TOWNSHIP OF WEST CALDWELL

SIGNATORY PAGE

Exhibit G

The undersigned, having examined this RFP and having full knowledge of the conditions under which the services described herein must be performed, hereby accepts the terms and conditions of this RFP.

NAME OF THE PROPOSER: ______________________

NAME OF AUTHORIZED SIGNATORY: ______________________

AUTHORIZED SIGNATORY SIGNATURE: ______________________

DATE: ______________

CONTACT ADDRESS: ________________________________________________

Phone #: ________________________________

E-MAIL ADDRESS: ____________________________________
TOWNSHIP OF WEST CALDWELL

DOCUMENT CHECKLIST
Exhibit H

<table>
<thead>
<tr>
<th>Required</th>
<th>Submission Requirement</th>
<th>Initial each required entry and if required submit the item</th>
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<tbody>
<tr>
<td>✔</td>
<td>Stockholder Disclosure Certification</td>
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<tr>
<td>✔</td>
<td>Affidavit of Non-Collusion</td>
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<tr>
<td>✔</td>
<td>New Jersey Business Registration Certificate</td>
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<tr>
<td>✔</td>
<td>Acknowledgment of Receipt of Addenda</td>
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</tr>
<tr>
<td>✔</td>
<td>Evidence Demonstrating Proposer Meets Minimum Qualifications (See pages 9-20)</td>
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<tr>
<td>✔</td>
<td>Affirmative Action Affidavit and Mandatory Affirmative Action Language</td>
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<td>✔</td>
<td>Signatory Page</td>
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*This form should be submitted with the proposal. It is provided for proposer's use in assuring compliance with all required documentation.*