



Midwestern Higher Education Compact's Request for Proposal for MHECare Student Insurance Solutions

I. Introduction

The purpose of this Request for Proposal (RFP) is to solicit proposals from Prospective Provider(s) that will offer institutions in the member states of the Midwestern Higher Education Compact services to support MHECare – its student health insurance solutions collaborative. MHEC is one of four statutorily created interstate compacts founded in 1991 and serves Illinois, Indiana, Iowa, Kansas, Michigan, Minnesota, Missouri, Nebraska, North Dakota, Ohio, South Dakota, and Wisconsin. For more information, visit <http://www.mhec.org>.

II. The Midwestern Higher Education Compact

MHEC is an instrumentality of twelve Midwestern states (Illinois, Indiana, Iowa, Kansas, Michigan, Minnesota, Missouri, Nebraska, North Dakota, Ohio, South Dakota, and Wisconsin). The Compact was established in 1991 through a common statute enacted into law by each of the member states. The purpose of the Compact is to promote higher education through interstate cooperation and resource sharing.

The Compact is governed by a 60-member Commission composed of five delegates from each state who are appointed by their respective Governors, House Speakers, and Senate Presidents. The Commission has been conferred very broad authority to enact solutions and enter into agreements on behalf of its member states. Once a state enacts the necessary legislation to become a member of the Compact, all of the public and private non-profit colleges, universities, community colleges, and technical colleges in the state are automatically accorded membership as well and are eligible to participate in the solutions established by the Compact. The Commission receives its primary financial support from member state appropriations, from administrative service fees, and from foundations having special interests in specific solutions.

The primary constituents served by MHEC are the approximately 1,000 public and private non-profit institutions in the member states whose combined enrollments total over 4 million students.

One of the Compact's top priorities is to establish public-private relationships to improve services to higher education and reduce administrative costs for both providers and institutions. Over the past 29 years, the Compact has engaged in several highly successful initiatives in cooperation with leading corporations. These relationships have been quite innovative and have produced financial benefits for all involved parties. MHEC brings together midwestern states to develop and support best practices, collaborative efforts, and cost-sharing opportunities. Through these efforts it works to

ensure strong, equitable postsecondary educational opportunities and outcomes for all. MHEC is comprised of member states from the midwestern United States. MHEC works with and for a variety of stakeholders within and across member states, including higher education system leaders, state policymakers, legislators, and institutional leaders, while always maintaining a focus on students and their success.

MHEC's strategic approach highlights member states' strong desire for collaboration, effectiveness, and efficiency. MHEC believes that collaborative actions informed by research and best practices are the catalyst for improving quality, accessibility, relevance, and affordability of postsecondary educational opportunities. MHEC does this primarily through the following approaches: convenings, programs, research, and cost-savings contracts. Increasingly, MHEC looks to leverage these approaches in conjunction with each other to serve its strategic priorities.

MHEC has signed agreements with the other three regional compacts – Western Interstate Commission for Higher Education (WICHE), New England Board of Higher Education (NEBHE), and Southern Regional Education Board (SREB) to extend its programs and services. Member states of these compacts can participate in the MHECare student health insurance solutions collaborative, serving 47 states (excludes NJ, NY, and PA).

III. The Midwestern Higher Education Compact's Student Health Benefits Advisory Committee

MHEC's Student Health Benefits Advisory Committee (SHBAC) was established through requests from key higher education and legislative leaders in MHEC. This committee is charged with exploring regional initiatives to improve higher education productivity for colleges and universities that face increasing costs for student health care. The committee consists of a wide cross section of experts in student health benefits from campuses across the MHEC states and beyond.

IV. MHECare

Created in conjunction with MHEC's Student Health Benefits Advisory Committee, in 2012-13 MHECare began providing student health insurance for campuses that offer students a school-sponsored plan with the flexibility to tailor plans specifically to meet the needs of their students underwritten by a national carrier. Today, 30 campuses across the country participate in MHECare covering approximately 38,000 students.

In addition, for institutions that are unable to offer a school-sponsored plan, MHEC also provides an option for private student health insurance exchanges. Through a private health insurance exchange, campuses can offer students multiple coverage options,

provide support from insurance experts, and save valuable administrative time. Today, six campuses participate in this option.

A growing concern among higher education professionals is the volume and complexity of mental health related diagnoses. The American College Health Association's (ACHA) Spring 2019 National College Health Assessment (NCHA) results showed that, in the last 12 months, college students reported: 65.7% felt overwhelming anxiety, 65.6% felt very lonely, 55.9% felt things were hopeless, and 45.1% felt so depressed it was difficult to function. Often, due to fragmented care, many of these students are managed by primary care providers.

Now more than ever, in light of COVID-19, access to mental health support remains critical for students. According to a recent ACHA and Healthy Minds survey, *The Impact of COVID-19 on College Student Well-Being*, 60% of students indicate that the pandemic has made it more difficult to access mental health care. Having adequate coverage to support this issue is imperative to supporting the overall health of college students. MHEC wishes to provide institutions with access to a provider than can serve students' mental health needs virtually given institutional staffing and geographic constraints.

The first purpose of this RFP is to review the capabilities of a primary carrier to underwrite fully insured student health insurance beginning with the 2021-22 plan year. Although 30 campuses participate in the fully insured MHECare option today, there is no commitment from these institutions to participate in the plan for 2021-22. In addition, MHECare is available to all eligible institutions in 47 states who may elect participation at any time. MHEC is looking to contract directly with a primary carrier and not through a brokerage or consulting firm.

The second purpose of this RFP is to obtain competitive proposals from Prospective Provider(s) who can offer assistance to students, through a private student health insurance exchange, regarding information on health plans available at no cost to the institution for those campuses unable to offer a school-sponsor plan beginning with the 2021-22 academic year. Although six campuses participate in the private exchange MHECare option today, there is no commitment from these institutions to participate in the plan for 2021-22. In addition, MHECare is available to all eligible institutions in 47 states who may elect participation at any time.

The third purpose is to solicit proposals from Prospective Provider(s) who can provide students with virtual mental health services. The Prospective Provider(s) should look to propose services that can be paid directly by students or by an institution on behalf of its students.

Although it may be possible, MHEC does not foresee a Prospective Provider responding to all three purposes of this RFP. It is expected that Prospective Providers will respond

to the purposes that align with existing capabilities. It should also be noted that participation in each purpose is mutually exclusive. Eligible Participants may only leverage one of the options, rarely all three. MHEC expects the participants in each purpose to differ.

V. Eligible Participants

All public and private non-profit colleges, universities, community colleges, and technical colleges in MHEC, NEBHE, SREB and WICHE member states shall be eligible to participate in the MHECare. The Eligible Participants shall make the determination to participate in MHECare based on its own needs and requirements. MHEC makes no promises or guarantees that any Eligible Participant will participate in the MHECare or will make any purchases under any Master Agreement resulting from this RFP.

VI. The MHEC Request for Proposal Process

a. Point of Contact

This RFP is issued by MHEC's SHBAC, which is the sole point of contact for MHEC during the selection process. The person responsible for managing the procurement process is Ms. Jennifer Dahlquist, Vice President (612/677-2762 or jenniferd@mhec.org).

b. Objective

The objective of the RFP process is to provide interested parties with information to enable them to prepare and submit a proposal which would allow MHEC to:

- i. Maintain its student insurance program, MHECare, which is available to undergraduate and graduate students of participating colleges and universities in MHEC, NEBHE, SREB, and WICHE;
- ii. Maintain a program that addresses a wide variety of networks, keeping in mind it is usual and customary for students to use out of network providers;
- iii. Maintain carrier that will allow campuses to work direct or through a broker or consultant of the campuses' independent choosing;
- iv. Offer a mechanism to assist students in purchasing insurance at campuses not able to offer sponsored insurance; and
- v. Expand the student insurance program by providing students with access to virtual mental health services.

VII. Schedule of Events

The following schedule lists meetings and deadlines related to this RFP on the selection of Prospective Provider(s) to support MHECare. Deadline dates are as indicated unless otherwise changed by the SHBAC. In the event that the SHBAC finds it necessary to change any of the dates or activities listed in this calendar, it will do so by issuing an amendment to the RFP to Prospective Provider(s). All meetings will occur via the Zoom platform. It expected that Prospective Provider(s) participate with cameras on.

Event	Target Completion Date
Advertisements of RFP	September 3 2020
Effective issue date of RFP	September 3, 2020
Prospective Provider(s) deadline for submitting Intent to Respond Form – (Appendix A)	4 PM CT on September 16, 2020
Final Questions Due	4 PM CT on September 21, 2020
Mandatory Pre-Bid Virtual Meeting	10 AM CT September 24, 2020 Meeting details provided to those who submit Intent to Respond
Answers to Questions Send to Intended Respondents	September 28, 2020
Deadline for Submission of RFP	4 PM CT on October 5, 2020
Identification and Notification of Finalists	October 16, 2020
Virtual Interviews with Finalists	Week of October 26, 2020
Selection of Provider(s)	November 2, 2020
Contract Award and Assignment	November 9/10, 2020
Effective Date of Contract	TBD (No later than 8/1/2021 for Purposes One and Two, ASAP for Purpose Three)

VIII. Mandatory Pre-Bid Virtual Meeting

The RFP document and any appendices constitute the complete set of specifications and proposal response forms; see Appendix A for the Intent to Respond form. The Intent to Respond form is a required document and must be returned by 4 PM CT on September 16, 2020. Final questions must be submitted in writing via e-mail to Jennifer Dahlquist, Vice President, at jenniferd@mhec.org by 4 PM CT on September 21, 2020. All questions and responses will be shared with all firms that attend the pre-bid virtual meeting. A mandatory pre-bid virtual meeting will be held on September 24, 2020 at 10AM CT. Responses to the RFP from respondents that fail to attend the pre-bid meeting will not be accepted.

No verbal or written information that is obtained other than through this RFP or its addenda shall be binding on MHEC. No employee of MHEC is authorized to interpret any portion of this RFP or give information as to the requirements of the RFP in addition to that contained in or amended to this written RFP document or any formal written responses to submitted questions. In case of any doubt or difference of opinion as to the true intent of the RFP, the decision of MHEC's President shall be final and binding on all parties.

Proposals will be subject to the terms and conditions shown in Appendix C.

IX. Selection Process

Primarily, SHBAC intends to use the results of this process to enter into a Master Agreement with a single carrier to underwrite fully insured student health care coverage beginning with the 2021-22 plan year. Secondly, MHEC intends to enter into a Master Agreement with single Prospective Provider(s) to provide a private student health insurance exchange, beginning with the 2021-22 academic year. Lastly, MHEC intends to enter into a Master Agreement with a single Prospective Provider(s) to provide virtual mental health services beginning immediately. All these Master Agreements will be made available to Eligible Participants in the MHEC, NEBHE, SREB, and WICHE region.

SHBAC will conduct its evaluations of responses based on its assessment of the quality of the criteria set forth in the RFP. During this evaluation time, SHBAC may, at its option, initiate discussions with Prospective Provider(s) who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals, but proposals may be accepted and evaluated without such discussion. Discussion shall not be initiated by the Prospective Provider(s). SHBAC reserves the right to waive or modify any informalities, irregularities or inconsistencies in the responses received. Following initial evaluations, a Finalist(s) may be selected. Each Prospective Provider(s) Finalist may be invited to give a presentation and discuss their responses.

The Committee will evaluate each response based on the following criteria:

- a. Proposal meets the requirements of this RFP;
- b. Prospective Provider(s) demonstrates experience with projects like this one;
- c. Prospective Provider(s) possesses financial stability and strength;
- d. Prospective Provider(s) has the capacity to deliver the services requested;
- e. Prospective Provider(s) required costs and fees;
- f. Prospective Provider(s) displays innovation; and
- g. Any other quality or characteristic deemed in the best interests of the Compact.

An award may be granted to the highest scoring responsive and responsible proposer. Alternatively, the highest scoring proposer or proposers may be requested to submit

best and final offers. MHEC reserves the right to not choose solely based on price. The winning proposal will be the best value for services. MHEC reserves the right to grant more than one award based on the purposes outlined in the RFP.

Upon completion of the evaluation process, the Committee will recommend Prospective Provider(s) to the Commission, and the Commission will establish a Master Agreement with the recommended Prospective Provider(s). Once an Agreement is successfully consummated, the Committee will so notify all Prospective Provider(s) who responded to the RFP. The Committee reserves the right to not recommend any Prospective Provider(s) to the Commission, and the Commission reserves the right not to enter into an Agreement with a recommended Provider(s) at its own discretion.

X. No Contact

All questions with regard to the submission of proposals should be made in writing and directed to Jennifer Dahlquist, Vice President, at jenniferd@mhec.org. Only information supplied by MHEC in writing through Jennifer Dahlquist or this RFP or amended RFP should be used as a basis for the preparation of Prospective Provider(s) responses.

Any contact concerning this RFP should be limited and in writing. Ms. Jennifer Dahlquist is designated as the sole point of contact for the Compact, which specifically requests that no contact concerning this RFP be made with any other member of the Compact, or its respective employees or committee members, during the selection process. Failure to honor this request will be viewed negatively in the selection process.

XI. Request for Proposal Document

Respondents are expected to examine the complete RFP document and all appendices. The failure to do so is at the respondent's risk. It is the respondent's responsibility to ask questions, request clarifications, or otherwise advise MHEC if any language, specification or requirement of the RFP appears to be ambiguous, contradictory, and/or arbitrary, or appears to inadvertently restrict or limit the requirements stated in the RFP to a single source.

General Requirements for All Respondents

1. Provide the name, address, telephone number, fax number, and website address of Prospective Provider(s).
2. Provide names, addresses, telephone numbers, fax numbers, and e-mail addresses of the individuals who will coordinate all activities related to the services. Provide background and experience information on each individual.
3. Provide a minimum of three (3) references from current clients in a college health environment using Prospective Provider(s)'s services. Include contact name,

address, telephone, fax, e-mail address, length of relationship, number of participants, and services provided for each reference.

4. Provide references from two (2) accounts that have terminated for reasons other than merger or acquisition. Include contact name, address, telephone, fax, e-mail address, length of relationship, number of participants, and services provided for each reference.
5. Furnish a copy of the Prospective Provider(s)'s annual report and audited financial statements for the Prospective Provider(s)'s fiscal years 2017, 2018, and 2019. Prospective Provider(s) should be AAA bond rated to address financial security.
6. List similar programs that the Prospective Provider(s) has undertaken - either currently, or within the last three (3) years. Include the following information:
 7. Length of time of Prospective Provider(s)'s involvement in college health;
 8. Types of services offered; and
 9. Name, address and telephone number of the government official or other person who could be contacted as a reference.
10. Cite any pending or prior litigation against the Prospective Provider(s), its officers, directors, principals or key personnel related to participation in company, employer or government sponsored programs over the past three (3) years. Also cite any other litigation that could impair the Prospective Provider(s)'s ability to perform the required services described in this RFP.
11. Cite any contracts with state or national-level agencies over the preceding three (3) years in which the Prospective Provider(s) has failed to meet contract deadlines, or has faulted on key contract provisions, or has had financial performance penalties applied. Please outline the circumstances involved, and the Prospective Provider(s)'s response to those circumstances.
12. It is the responsibility of the Prospective Provider(s) to comply with all purchasing laws and guidelines of the twelve MHEC member states, where possible.

a. Purpose One/Primary Carrier – *this section is only required/applicable to those vendors wishing to respond as a Primary Carrier.*

SHBAC will evaluate primary carrier proposals received on the following criteria:

- Flexibility in providing an alternative solution for this collective program
- Competitive retention/expenses
- Network access and provider contracts
- Accurate, timely claims administration
- Quality of customer service
- Reporting capabilities
- Expertise in student plans
- Ability to administer enrollment/ waivers

i. Administrative Requirements

1. You agree to sign a contract with MHEC. The effective date of the contract will be August 1, 2021.
2. The effective date of coverage will be the plan year determined by the MHECare Participating Institution.
3. The policy will cover all eligible full-time, part-time, resident, and international (on F-1 or J-1 visas) students and their dependents (spouses, domestic partners and children). Eligibility and coverage requirements will be determined by MHECare Participating Institutions. A separate policy will be provided for each MHECare Participating Institution.
4. Confirm that your firm is an admitted carrier in all 50 states. If not, please indicate those states where you cannot provide coverage.
5. For any new MHECare Participating Institutions, you are required to take over all current eligible participants on a no-loss/no-gain basis. Any claims incurred prior to the effective date will be the liability of the prior carrier.
6. Newly eligible dependents will be enrolled within 31 days of the qualifying event with a retroactive effective date.
7. MHEC reserves the right to periodically audit, either directly or through its authorized agent(s), your compliance with the terms of the contract. MHEC will further reserve the right to perform a chart audit or other appropriate review to assess the quality of any clinical or other services performed by you or your affiliated health care providers upon reasonable advance notice to you. Upon providing appropriate assurances as to compliance with applicable HIPAA and other relevant privacy standards, you will agree to provide MHEC or its authorized agent(s) with medical records as well as any data needed to perform audits or other reviews.
8. You will demonstrate adoption of arrangements to protect MHEC and plan participants from incurring liability for payment of any premium which are your legal obligation, including but not limited to:
 - a. Sufficient insolvency and liability insurance;
 - b. Contractual arrangement with medical providers affiliated with you that prohibits such providers from holding any participant liable for payment of any premium which are your obligation; and
 - c. Other protection from liability for participants as provided by applicable state or federal laws.

9. MHEC shall not be liable for any part of any overpayment of plan benefits, judgment, or settlement, including, but not limited to, attorneys' fees, compensatory, and punitive damages, caused by or arising out of any acts or omissions of you, your employees, or your agents. You will indemnify and hold harmless MHEC for any of these or related expenses caused by or arising out of such acts or omissions, including attorneys' fees.
10. To the extent applicable, you are and will remain duly licensed and in full compliance with all federal and statutory administrative requirements and mandates for each state, and will notify MHEC of any action or proceeding which could affect MHECARE plan participants within ninety (90) days of the initiation of such action or proceeding.
11. The plans offered must meet any health benefits specifications related to state or federal requirements.
12. You will act promptly in response to complaints made by students and dependents, maintain written records of such complaints, and make grievance appeal and ERISA-compliant procedures available where applicable when addressing such complaints. Upon providing appropriate assurances as to compliance with HIPAA and other relevant privacy standards, MHEC shall have the right to inspect such written records during normal business hours upon notice to you.
13. You will agree to commit personnel resources to physically be present on campus to assist students with claim questions for the first year of the contract, as needed.
14. You or your subcontractors, agents, and employees, including health care providers affiliated with you, shall at all times be acting as independent contractors of MHEC and not as their agents. Determination of the extent and nature of health care services to be provided to participants shall be made exclusively by you and your affiliated health care providers.
15. Your organization will draft, produce, and make available either in print or electronic form summary plan descriptions/brochures, ID cards, claim forms and provider directories. The cost of these materials must be included in your premium, and drafts must be finalized by a date determined by the MHECARE Participating Institution for the plan's next policy beginning date.
16. Claims reports, upon request, must be able to be broken out by multiple (but not more than 4) reporting levels for EACH plan; show utilization by student/dependent status, type of service; and benefit category by claim amount.

17. You must provide a system for students to waive or enroll in coverage, and the ability to accept premiums directly from students and/or dependents if needed.
18. You must be willing to provide 30 hours of ad hoc reporting each year at no additional charge.
19. You must have the capability to support several group numbers and various levels of benefits.
20. You will allow a grace period of at least 90 days for payment of premium.
21. You must agree to conduct regular account meetings with MHEC.
22. You will name at least one account executive and one service representative to be the central source of information and primary contact with MHEC.
23. You must be willing to conduct annual MHEC-specific customer satisfaction surveys. Such surveys will be pre-approved by MHEC.
24. Your network must include the specific facilities identified by each MHECare Participating Institution.
25. You must be willing to enter into performance guarantees with MHECare Participating Institutions.
26. You must notify MHEC and applicable MHECare Participating Institutions in writing at least sixty (60) days prior to any changes in network providers that will impact ten (10) or more MHEC students (e.g., elimination of hospital from network, reduction in number of contracted lab facilities).
27. You must fully comply with the provisions outlined by MHEC and MHECare Participating Institutions during implementation and once the plan is effective.
28. If required, you agree to assist with the implementation and/or transition of information from the prior or current vendors, including but not limited to pre-determination of benefits, deductibles, and plan and lifetime maximums.
29. Please provide copies of the following for MHEC's review:
 - a. Sample management reports (claims/utilization);
 - b. Implementation plan and (c) sample customer call documentation screen with data fields; and
 - c. Sample EOB. Please denote compliance with request below.
30. The carrier must have an A.M. Best rating of A- or better.
Rating:
Date:
31. While the focus of this section of the RFP is for a primary carrier to underwrite fully insured student health care coverage, MHEC recognizes that underwriters may offer additional coverage options to the broader MHEC higher education constituency, such

as faculty and staff, including populations not eligible for university-sponsored health coverage. The populations could include part-time staff, adjunct professors, and retirees. Additionally, many MHEC contracts are available for use by member state K-12 districts and schools; cities, counties, local subdivisions; state government; and non-profit organizations (education-related only). Please propose any additional services your organization could provide to the regional compact constituencies.

32. Propose any additional services you provide institutions that may be accessed by students on a stand-alone or imbedded basis such as vision, dental, or study abroad coverage.

ii. Financial Requirements

1. You agree that all rates will include MHECare administrative fees and will be guaranteed for a minimum of 12 months.
2. Annual renewals must be provided by dates set by the MHECare Participating Institutions every year.
3. Quarterly and annual claims and utilization summary reports shall be delivered to MHECare Participating Institutions within 30 days following the end of the reporting period.

iii. Financial Considerations

1. Assuming you had a pool of students in MHECare, what efficiencies are you willing to offer MHECare Participating Institutions that would result in a more competitive rate than an institution would receive on a direct basis? What would be the minimum number of students? Indicate how that would change over time as more students are added. For example, will either the retention per student per year (PSPY) be lower, or the target loss ratio? Please describe in detail the financial value that your company would see if you were underwriting a block of MHECare Participating Institutions. Explain in detail.
2. MHEC desires to bring consistency to MHECare Participating Institutions with regards to the renewal process, specifically as it pertains to rate increase. MHEC would like the carrier to propose, to the extent possible, a standardized MHECare process for working with each Institution on projected rate increases. Items SHBAC would like to see address include:
 - a. Justification for rate increase through similar data points
 - b. Methodology for addressing impact of large claims

- c. Suggested benefit changes to mitigate rate increases
 - d. Forecast for long-term impact of benefit changes
 - e. Any additional strategies institutions can employ to stabilize premiums for students
3. What is your average target loss ratio for student plans? Specify.
 4. Do the provider reimbursement arrangements vary by network location? Specify the exact name of your network and any secondary networks that you are proposing.
 5. What pharmacy benefit manager do you propose? Are you willing to consider working with other PBMs?
 6. Please provide the following medical trend information for your student Book of Business.

	Book-of-Business
2020 trend	%
2021 projected trend	%
2022 projected trend	%

7. Please provide the Rx trend information for your student Book of Business

	Book-of-Business
2020 trend	%
2021 projected trend	%
2022 projected trend	%

iv. Program Structure

1. For each of the following services, please list the vendor(s) that will directly render the following services to MHECare Participating Institutions:
 - a. Insurance coverage for U.S. covered benefit claims
 - b. Insurance coverage for international (non-U.S.) covered benefit claims
 - c. Medical claims administration
 - d. Pharmacy claims administration
 - e. Travel assistance/medical evacuation/repatriation
 - f. Plan administration (eligibility, enrollment, billing, customer service, and account management)
 - g. Provider network(s)
 - h. Utilization and Care Management
 - i. SAP/Nurse Line?
2. Please indicate which vendor will assume local accountability and responsibility for plan coordination/account management

3. Please confirm that MHEC will reserve the right to substitute any of the above vendors for another mutually acceptable vendor if desired.

v. Claims Administration

1. What is your current rate of automatic adjudication for claims processing? %
2. What is your current rate of EDI claims receipts (count only those claims transmitted electronically, not claims converted to EDI by optical character recognition scanning)? %
3. Would the team handling the MHECare Participating Institutions' claims be dedicated or designated?
4. If designated, how many other clients will be serviced by the team?
5. Are you willing to ensure that the customer service team handling MHECare Participating Institutions' calls has no more than 30% of its staff with less than 2 years' experience?
6. How are fraudulent claims identified and recovered?
7. What is your procedure for recovery of overpayments from providers? From students?
8. What is your process and procedure for claims subrogation? What is the cost?
9. What cost management programs (e.g., ad hoc bill negotiation, service/cost sensibility test, hospital bill audit, reasonable and customary) are in place to monitor and manage the costs associated?
10. What programs are specifically available to manage the reimbursement of out-of-network providers?
11. What database or program are you currently using to limit certain services to reasonable and customary? How often are reasonable and customary rates updated? If using a percentile or a percent of Medicare, please indicate that percentile/percentage.
12. Regarding claims retention/electronic entry, are claims:
 - a. Scanned using optical character recognition (OCR), which creates an electronic claim?
 - b. Imaged for retention and viewing purposes by claims and customer service staff?
 - c. Microfilmed for retention and retrieval purposes (if used before claim is processed)?
 - d. Stored in paper files based on member history or date processed?
13. How are student health center claims submitted, ledger or individual billing?

14. What are the hours of operations CST? Please provide open and close times for each day of the week, including any holidays.

vi. Customer Service

1. Confirm that you will provide a dedicated 1-800-member service number to MHECare Participating Institutions,
2. Would the team handling the MHECare Participating Institutions' customer service calls be dedicated or designated?
3. Are you willing to ensure that the customer service team handling MHECare Participating Institutions' calls has no more than 30% of its staff with less than 2 years' experience?
4. If designated, how many other clients will be serviced by the customer service team?
5. Will the team handling the MHECare Participating Institutions' customer service inquiries be considered an enhanced service delivery model team; that is, a team that provides service to the MHECare Participating Institutions that exceeds the baseline service provided to your book of business clients?
6. If an enhanced service delivery model will be used, describe the enhancements specifically implemented to service MHECare Participating Institutions' students.
7. What were your FY 2012 and 2013 results in the following areas for the proposed claims/customer service center? Please list the % for the years of 2018 and 2019 for each category.
 - a. Turnaround time of claims processed within 14 calendar days
 - b. Percent of calls answered by a live voice within 30 seconds
 - c. Percent of issues resolved on the first call
 - d. Percent of telephone calls abandoned
 - e. Financial accuracy of claims processing
 - f. Incidence accuracy of claims processing
 - g. Overall accuracy of claims processing
8. Specify the call service center that will serve MHECare Participating Institutions.
9. What are the hours of operations CT? Please provide open and close times for each day of the week, including any holidays.
10. Will calls be routed to an alternate service center after regular hours of operation? If so, what center will be taking the roll-over calls?
11. Where will the calls be routed for contingency situations such as power outages, natural disasters, etc.? What is the routing process?

vii. General Administration

1. Please describe in detail your process for electronic or on-line administration of the enrollment waiver if each MHECare Participating Institution decides to outsource this either partially or fully. Include a description of the following:
 - a. Audit capability
 - b. Privacy and security
 - c. Cost
2. Confirm you will provide added value advisory services:
 - a. Educational programs
 - b. Interface with legal, financial and other consultants
 - c. Financial and benefit design modeling
 - d. HIPAA compliance issues and other regulatory issues
3. Is there a tracking system to monitor the types, frequency, progress and resolution of complaints and grievances? Also, is there a system to measure changes made in procedures, system edits, etc.? Please describe.
4. Who is responsible for following up and resolving student complaints? What systems support this function?
5. Due to the nature of student health plan, please describe your willingness to accommodate special needs for the following enrollment issues for each MHECare Participating Institution:
 - a. Early or late enrollees:
 - b. Mid-semester additions/cancellations:
 - c. Late waivers:
 - d. Retroactive enrollment adjustments:
6. Describe your standard coverage policy for mid-semester cancellations (i.e. coverage continues through the period paid, coverage ends on student's ineligibility date, partial refunds are made on the student's behalf, etc.)
7. Describe options for how premiums will be submitted to you.

viii. Eligibility

1. Describe how and where you will receive and download eligibility information from each MHECare Participating Institution.
2. Confirm your organization's ability to certify eligibility online.
3. Are your eligibility and claims processing systems integrated?

ix. Web-based Services

1. Does your website allow MHECare Participating Institutions to verify, change, add, and delete student/dependent eligibility?
2. Does your website allow each MHECare Participating Institution to change member addresses?
3. Does your website allow each MHECare Participating Institution to communicate on-line through e-mail with the administrator's claim, customer service and management teams?
4. Does your website allow each MHECare Participating Institution to process premium and billing statements?
5. Please provide a Web link to a demo of these capabilities. Include web address with login and password.

x. App and Web-based Services for Students

1. Does your app and/or website allow students to access provider information to identify and locate providers?
2. Confirm that students may receive electronic communications regarding plan coverage/activity to their personal e-mail address.
3. Confirm that students may check status of their claims.
4. Confirm that students may verify the status of applicable copays, deductibles and coinsurance levels.
5. Confirm that students may communicate on-line via e-mail with the customer service team.
6. Confirm that students may request new ID cards via the app or on-line.
7. Confirm that students may print or request forms via the app or on-line.
8. Confirm that students may review a summary of their benefit information via the app on-line.
9. Provide a Web link for a demo of these capabilities. Include web address with login and password.
10. Will you be able to provide MHEC with a custom own webpage for MHECare Participating Institutions?

xi. Plan Reporting and Auditing

1. You will provide at least quarterly claims and enrollment and annual utilization reports.
2. Quarterly reports should be delivered no later than the 15th of the preceding month. Quarterly reports should be delivered within 30 calendar days of the end of the quarter. Annual reports should be provided within 60 calendar days of the end of the year.

3. Reports that are provided are completely accurate and the information included is validated before release.
4. Additional custom reporting is available given reasonable time and cost to implement.
5. Please list all standard reports that are available at no additional charge.
6. MHEC data warehouse – MHECare Participating Institutions request that MHEC build MHECare data warehouse. The Institutions wish to have the ability to benchmark their data against their peers. As an interstate compact, MHEC will be able to craft data sharing agreements to enable this data warehouse across Participating Institutions. Please provide details on your ability to offer this service. MHEC is open to models that are either hosted by the Prospective Provider or that the Prospective Provider supply MHEC with the necessary data feeds to generate consistent reporting for Participating Institutions. Please provide sample reporting.
7. MHEC Reporting – MHEC requires the carrier to provide detailed census reporting for all MHECare Participating Institutions by campus as well as detailed premium reporting to correspond to any MHEC administrative fee. Please provide sample reporting and your proposed report cadence. MHEC operates on a July 1 fiscal year.

xii. Appeals

1. How do you monitor and track appeals and complaints, payment issues or case management issues (student, provider, business or supplier)? Please describe the differences, if any, in the process for case management and/or payment.

b. Request for Proposal Document – Purpose Two/Private Student Health Insurance Exchange – *this section is only required/applicable to those vendors wishing to respond as a Private Student Health Insurance Exchange provider.*

MHEC recognizes that within the higher education community there are institutions that for a variety of reasons are unable to offer a university-sponsored student insurance plan. These campuses recognize that students may require assistance in navigating the various options for health coverage. In many cases, these individuals can obtain health coverage through public exchanges at affordable rates.

MHEC is seeking proposals from organizations that can provide assistance at no

cost to the institution. Describe your financing model and include a means for MHEC to receive a small administrative fee. At a minimum the services should include:

- Access to information on health plans both on and off the public exchanges
- Coverage available in all states
- Online and call center support
- Communications assistance

Please describe your proposed offering and indicate the length of time you have been providing services.

SHBAC will evaluate private student health insurance exchange proposals received on the following criteria:

- Flexibility in providing an alternative solution for institutions unable to offer a school-sponsored plan
 - Diversity of insurance options offered to students
 - Quality of customer service
 - Reporting capabilities
 - Ability to provide college and university students with an easy-to-understand means of selecting insurance
 - Expertise working with college and university students
- i. Administrative Requirements
- a. You agree to sign a contract with MHEC. The effective date of the contract will be August 1, 2021.
 - b. The effective date of participation will be determined by the MHECare Participating Institution.
 - c. You should be able to cover all eligible full-time, part-time, resident, and international (on F-1 or J-1 visas) students and their dependents (spouses, domestic partners and children).
 - d. Confirm that your firm is licensed in all 50 states. If not, please indicate those states where you are not licensed to offer insurance.
 - e. MHEC reserves the right to periodically audit, either directly or through its authorized agent(s), your compliance with the terms of the contract.
 - f. You will demonstrate adoption of arrangements to protect MHEC and plan participants from incurring liability for payment of any premium which are your legal obligation, including but not limited to:

- i. Sufficient insolvency and liability insurance; and
 - ii. Other protection from liability for participants as provided by applicable state or federal laws.
- g. MHEC shall not be liable for any part of any overpayment of plan benefits, judgment, or settlement, including, but not limited to, attorneys' fees, compensatory, and punitive damages, caused by or arising out of any acts or omissions of you, your employees, or your agents. You will indemnify and hold harmless MHEC for any of these or related expenses caused by or arising out of such acts or omissions, including attorneys' fees.
- h. To the extent applicable, you are and will remain duly licensed and in full compliance with all federal and statutory administrative requirements and mandates for each state, and will notify MHEC of any action or proceeding which could affect MHECARE plan participants within ninety (90) days of the initiation of such action or proceeding.
- i. The plans offered must meet any health benefits specifications related to state or federal requirements.
- j. You will act promptly in response to complaints made by students and dependents, maintain written records of such complaints, and make grievance appeal and ERISA-compliant procedures available where applicable when addressing such complaints. Upon providing appropriate assurances as to compliance with HIPAA and other relevant privacy standards, MHEC shall have the right to inspect such written records during normal business hours upon notice to you.
- k. You must agree to conduct regular account meetings with MHEC.
- l. You will name at least one account executive and one service representative to be the central source of information and primary contact with MHEC.
- m. You must be willing to conduct annual MHEC-specific customer satisfaction surveys. Such surveys will be pre-approved by MHEC.
- n. While the focus of this section of the RFP is for a primary carrier to offer a private student health insurance exchange, MHEC recognizes that Prospective Providers may offer additional coverage options to the broader MHEC higher education constituency, such as faculty and staff, including populations not eligible for university-sponsored health coverage. The populations could include part-time staff, adjunct professors, and retirees. Additionally, many MHEC contracts are available for use by member state K-12 districts and schools; cities, counties, local subdivisions; state government; and non-profit organizations (education-related only). Please propose any

additional services your organization could provide to the regional compact constituencies.

- ii. Customer Service
 - a. Confirm that you will provide a dedicated 1-800-member service number to MHECare Participating Institutions.
 - b. Would the team handling the MHECare Participating Institutions' customer service calls be dedicated or designated?
 - c. If designated, how many other clients will be serviced by the customer service team?
 - d. Specify the call service center that will serve MHECare Participating Institutions.
 - e. What are the hours of operations CST? Please provide open and close times for each day of the week, including any holidays.
 - f. Will calls be routed to an alternate service center after regular hours of operation? If so, what center will be taking the roll-over calls?
 - g. Where will the calls be routed for contingency situations such as power outages, natural disasters, etc.? What is the routing process?
- iii. General Administration
 - a. Is there a tracking system to monitor the types, frequency, progress and resolution of complaints and grievances? Please describe.
 - b. Who is responsible for following up and resolving student complaints? What systems support this function?
 - c. Describe options for how students pay premiums.
- iv. App and Web-based Services for Students
 - a. Provide information on the services students can receive on your website and/or app.
 - b. Provide a Web link for a demo of these capabilities. Include web address with login and password.
 - c. Will you be able to provide MHEC with a custom own webpage for MHECare Participating Institutions?
- v. Plan Reporting and Auditing

- a. Please list all standard reports that are available at no additional charge to Participating Institutions, along with samples.
 - b. MHEC requires Prospective Providers to provide detailed census reporting for all MHECare Participating Institutions by campus as well as detailed reporting to correspond to any MHEC administrative fee. Please provide sample reporting and your proposed report cadence. MHEC operates on a July 1 fiscal year.
- c. **Request for Proposal Document – Purpose Three/Virtual Mental Health Services – *this section is only required/applicable to those vendors wishing to respond as a Virtual Mental Health Services provider.***

SHBAC will evaluate virtual mental health services proposals received on the following criteria:

- Expertise working with college and university students
- Proven experience in providing virtual mental health services
- Quality of customer service
- Ability to provide college and university students with an easy-to-access platform for mental health support
- Cost-effective solution for the college and university student population

i. Administrative Requirements

- a. You agree to sign a contract with MHEC. The effective date of the contract is TBD, as soon as possible.
- b. The effective date of participation will be determined by the MHECare Participating Institution.
- c. You should be able to cover all eligible full-time, part-time, resident, and international (on F-1 or J-1 visas) students.
- d. Confirm that your firm is licensed in all 50 states. If not, please indicate those states where you are not licensed.
- e. MHEC reserves the right to periodically audit, either directly or through its authorized agent(s), your compliance with the terms of the contract.
- f. You will demonstrate adoption of arrangements to protect MHEC and plan participants from incurring liability for payment of any premium which are your legal obligation, including but not limited to:
 - i. Sufficient insolvency and liability insurance; and

- ii. Other protection from liability for participants as provided by applicable state or federal laws.
- g. MHEC shall not be liable for any part of any overpayment of plan benefits, judgment, or settlement, including, but not limited to, attorneys' fees, compensatory, and punitive damages, caused by or arising out of any acts or omissions of you, your employees, or your agents. You will indemnify and hold harmless MHEC for any of these or related expenses caused by or arising out of such acts or omissions, including attorneys' fees.
- h. To the extent applicable, you are and will remain duly licensed and in full compliance with all federal and statutory administrative requirements and mandates for each state, and will notify MHEC of any action or proceeding which could affect MHECare plan participants within ninety (90) days of the initiation of such action or proceeding.
- i. You agree to meet any health benefits specifications related to state or federal requirements.
- j. You will act promptly in response to complaints made by students and dependents, maintain written records of such complaints, and make grievance appeal and ERISA-compliant procedures available where applicable when addressing such complaints. Upon providing appropriate assurances as to compliance with HIPAA and other relevant privacy standards, MHEC shall have the right to inspect such written records during normal business hours upon notice to you.
- k. You must agree to conduct regular account meetings with MHEC.
- l. You will name at least one account executive and one service representative to be the central source of information and primary contact with MHEC.
- m. You must be willing to conduct annual MHEC-specific customer satisfaction surveys. Such surveys will be pre-approved by MHEC.
- n. While the focus of this section of the RFP is for virtual mental health services for students, MHEC recognizes that Prospective Providers may offer additional coverage options to the broader MHEC higher education constituency, such as faculty and staff, including populations not eligible for university-sponsored health coverage. The populations could include part-time staff, adjunct professors, and retirees. Additionally, many MHEC contracts are available for use by member state K-12 districts and schools; cities, counties, local subdivisions; state government; and non-profit organizations (education-related only). Please propose any additional services your organization could provide to the regional compact constituencies.

ii. Customer Service

- a. Confirm that you will provide a dedicated 1-800-member service number to MHECare Participating Institutions.
- b. Would the team handling the MHECare Participating Institutions' customer service calls be dedicated or designated?
- c. If designated, how many other clients will be serviced by the customer service team?
- d. Specify the call service center that will serve MHECare Participating Institutions.
- e. What are the hours of operations CST? Please provide open and close times for each day of the week, including any holidays.
- f. Will calls be routed to an alternate service center after regular hours of operation? If so, what center will be taking the roll-over calls?
- g. Where will the calls be routed for contingency situations such as power outages, natural disasters, etc.? What is the routing process?

iii. General Administration

- a. Is there a tracking system to monitor the types, frequency, progress and resolution of complaints and grievances? Please describe.
- b. Who is responsible for following up and resolving student complaints? What systems support this function?
- c. Describe options for how students pay premiums.

iv. Plan Reporting and Auditing

- a. Please list all standard reports that are available at no additional charge to Participating Institutions, along with samples.
- b. MHEC requires Prospective Providers to provide detailed census reporting for all MHECare Participating Institutions by campus as well as detailed reporting to correspond to any MHEC administrative fee. Please provide sample reporting and your proposed report cadence. MHEC operates on a July 1 fiscal year.

v. Technical Capabilities and Services

- a. Provide an overview of your virtual mental health solution's capabilities and features.

- b. Describe the student video visit experience. What are the technical requirements and do students require special equipment or connectivity?
- c. Describe both online and offline capabilities.
- d. Describe the system capabilities regarding camera use.
- e. The software should be intuitive and user friendly for non-technical users. Describe the contextual aids and other user resources offered to students throughout the application.
- f. What is your video uptime? In the event the video call is dropped, how does the student reconnect to the provider?
- g. Describe your system architecture and the general application framework. Is your platform hosted in the cloud or on premise? If on premise, include documentation on your data center(s) and how you ensure redundancy in your platform.
- h. Describe your business continuity and disaster recovery capability and backup procedures.
- i. Do you provide a dedicated environment (instance) for each client? Describe.
- j. List all operating systems that are supported by software. Include mobile operating systems.
- k. Which platforms do you provide native mobile apps for (OS, Android, iPad, Android Tablet)? Can the student connect without an app?
- l. Describe your company's Electronic Medical Record (EMR) integration capabilities and standards.
- m. Describe your EMR integration process and list previous EMR integrations.
- n. How do you handle student eligibility?
- o. Describe how you collect copayments. Do you accept debit/credit cards?
- p. List all content that can be shared during a video conference call and any limitations.
- q. Can primary care physicians access patient documents after virtual mental health sessions (for referrals)? If so, describe.
- r. Do you provide an administrative portal for Participating Institution student health center staff?
- s. Do you provide operational support? If so, list the types of services provided and if these services are insourced or outsourced.
- t. Do you provide marketing support?
 - i. What type of marketing assets do you provide as part of your standard package?
 - ii. Can marketing materials be white labeled? Describe.

- iii. Can the Participating Institution cobrand or customize communications and implement targeted marketing campaigns?
 - u. Do you provide an online marketing hub/toolkit?
 - i. What type of assets are provided?
 - ii. Can the materials be downloaded?
 - iii. Can the materials be private labeled?
 - v. Can the platform be private labeled? Describe.
 - w. Is customer service for patients/technical support part of the offering? If yes, do you have any non-English speaking staff (physicians and call center)? If yes, list other languages.
 - x. What happens if a student has poor connectivity or loses internet connection during a visit or while waiting for the provider?
 - y. Do you have a virtual waiting room? Can it be configured to include promotional content (e.g., student health center messaging, etc.)? Describe.
 - z. Does the solution provide e-prescribing functionality? Describe.
 - aa. Provide a Web link for a demo of these capabilities. Include web address with login and password.
 - bb. Will you be able to provide MHEC with a custom own webpage for MHECare Participating Institutions?
- vi. Implementation and Maintenance
 - a. Do you have a tool or process to help Participating Institutions in developing a strategy and roadmap to implement an enterprise student virtual mental health program? Describe.
 - b. Describe your implementation process. Provide a typical timeline.
 - c. Describe how your implementation and account management teams handle the transition from implementation to ongoing account management.
 - d. Describe the role and responsibilities of your team responsible for implementation, including the account executive and other implementation team members.
 - e. Describe the role and responsibilities of other implementation team members.
 - f. Describe Participating Institution resources required for implementing your virtual mental health solution. How much time will be required of the Participating Institution team members during implementation?
 - g. What type of training is provided with the software platform? Is additional training available (and at what cost, if any?)

- h. How do you support Participating Institution in administering the platform after go-live (e.g., day-to-day support for students, report generation, adjusting configurations, first-tier troubleshooting, etc.)?

vii. Pricing

- a. Please describe your pricing model.
- b. Are there economies of scale in your pricing as more institutions participate?
- c. Are you able to support multiple pricing models, such as?
 - i. Fee paid by institution for all students
 - ii. Fee paid directly by student
 - iii. Copay/bill primary insurance

XII. Evaluation and Award

Any clerical errors, apparent on its face, may be corrected by MHEC before contract award. Upon discovering an apparent clerical error, MHEC may contact the respondent and request clarification of the intended proposal. The correction shall be incorporated in the notice of award. MHEC reserves the right to request clarification of any portion of the respondent's response in order to verify the intent. The respondent is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.

MHEC reserves the right to make an award to the respondent who meets the terms, conditions, and specifications of the RFP and whose proposal is considered to best serve MHEC's interest. In determining responsiveness and the responsibility of the respondent, the following shall be considered when applicable: the ability, capacity, and skill of the respondent to perform as required; whether the respondent can perform promptly, or within the time specified without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the respondent; the quality of past performance by the respondent; the previous and existing compliance by the respondent with related laws and regulations; and the sufficiency of the respondent's financial resources.

MHEC reserves the right to accept or reject any or all proposals and to waive any technicality or informality. Any protest must be made to the MHEC President within ten (10) working days following notice of award. The decision of the MHEC President shall be final and binding.

XIII. Period of Firm Proposal

Offers must be kept firm for acceptance for at least ninety (90) days after the date the RFP is opened. Prospective Provider(s) with proposals that have acceptance periods of less than ninety (90) days must state with specificity the reasons why the offers cannot be kept firm for acceptance for at least ninety (90) days. Proposals with acceptance periods of less than ninety (90) days may be considered non-responsive. The Prospective Provider(s) may specify a longer period than indicated here. If the Prospective Provider(s) indicates no time period for acceptance, the proposal will be considered firm for ninety (90) days and thereafter until written notice to the contrary is received.

XIV. Certification of Independent Price Determination

By submitting a proposal, the Prospective Provider(s) certifies that in connection with this proposal:

- a. The proposal has been arrived at independently, without consultation, communication or agreement with any competitor for the purpose of restricting competition.
- b. Unless otherwise required by law, the offer cited in this proposal has not been and will not be knowingly disclosed by the Prospective Provider(s) prior to opening directly or indirectly to any other Prospective Provider(s); and
- c. No attempt has been made nor will be made by the Prospective Provider(s) to induce another person or firm to submit or not to submit a proposal for the purpose of restricting competition.

XV. Contract Award and Assignment

The successful respondent shall, within ten (10) days after the receipt of formal notice of program award and assignment of the contract, enter into contract negotiations with MHEC. The Contract Documents shall include the RFP and any appendices, any addenda to the RFP, Respondent's Proposal, and Letter of Award. The Contract will be awarded by November 9/10, 2020.

The contract to be awarded and any amount to be paid there under shall not be transferred, sublet, or assigned without the prior approval of MHEC. MHEC will enter into a master agreement with the term to be negotiated but not to exceed 10 years in total length at MHEC's discretion.

XVI. Contract Termination for Cause

In the event the Provider(s) violates any provisions of the contract, MHEC may serve written notice upon the Provider(s) setting forth the violations and demanding compliance with the contract. Unless within ten (10) days after serving such notice, such

violations shall cease and satisfactory arrangements for correction be made, MHEC may terminate the contract by serving written notice upon the Provider(s); but the liability of Provider(s) for such violation; and for any and all damages resulting there from, as well as from such termination, shall not be affected by any such termination.

XVII. Contract Termination for Convenience

MHEC reserves the right, in its best interest as determined by MHEC, to cancel the contract by given written notice to the Provider(s) thirty (30) days prior to the effective date of such cancellation.

XVIII. Accounting Practices

The Prospective Provider(s) shall maintain, during the term of the contract, all books of account, accounting records, reports, and records in accordance with generally accepted accounting practices and standard for records directly related to this contract. The Prospective Provider(s) agrees to make available to MHEC, member states, and MHECare Participating Institutions, during normal business hours, all books of account, reports and records relating to this contract for the duration of the contract and retain them for a minimum period of six (6) years beyond the last day of the contract term.

XIX. Disclaimer

This RFP is not an offer to purchase. It is a request for information and cost to assist MHEC and SHBAC in the selection of Prospective Provider(s) to support MHECare. Brokerage and consulting firms are NOT authorized to approach any markets on MHEC's behalf as MHEC is looking to contract directly with a primary carrier. Neither MHEC, the SHBAC, or potential MHECare Participating Institutions assume any financial responsibility for the cost of preparation of proposals by Prospective Provider(s), nor does MHEC make any commitment to enter into a contract for service based on responses to this RFP.

MHEC and the SHBAC make no guarantee that any institution or number of institutions will participate in MHECare. MHEC will not be liable for the failure of any institution to make any payment or for the breach of any term or condition by an institution under any agreement.

XX. Submission Deadlines

The deadline for submission of proposals and related information is 4 PM CT on October 5, 2020. All proposals must be submitted with the signature page (see Appendix B) and sent electronically in pdf or Word format. Pricing must be presented in a document

separate from the response to the RFP. The proposal should be emailed to Jennifer Dahlquist, Vice President at jenniferd@mhec.org.

Respondents assume full responsibility for the actual delivery of proposals. You will receive a confirmation email reply upon receipt of your electronic submission. The Prospective Provider(s) should designate one (1) person as its principal contact with respect to this RFP.

Proposals should be organized and presented in a manner that addresses all the RFP provisions and requirements. Unless otherwise specifically stated in the RFP, all specifications and requirements constitute minimum requirements. All proposals must meet or exceed the stated specifications or requirements.

XXI. Selection of Finalists and Best and Final Offers from Finalists

The SHBAC will select and notify the Finalists by October 16, 2020. Only Finalists will be invited to participate in the subsequent steps of the procurement. Prospective Provider Finalists may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers to be considered during the virtual interviews with Finalists to be held the week of October 26, 2020.

XXII. Conflict of Interest

In submitting a response to the RFP, the Prospective Provider(s) certifies that no relationship exists between the Prospective Provider(s) and the Midwestern Higher Education Compact or the members of its Student Health Benefits Advisory Committee that interferes with fair competition or is a conflict of interest, and that no relationship exists between the Prospective Provider(s), and other persons or firms that constitutes a conflict of interest that is adverse to the Midwestern Higher Education Compact.

XXIII. Public Information

After the contract is awarded and the contract document is executed, all proposals and documents pertaining to the proposals will be open to the public. If the Prospective Provider(s) submits information in response to this RFP that it believes to be trade secret materials as defined by the laws of the MHEC member states, the Prospective Provider(s) must:

- a. Clearly mark all trade secret materials in its response at the time the response is submitted;
- b. Include a statement with its response justifying, with particularity, the trade secret designation for each item; and

- c. Defend any action seeking release of the materials it believes to be a trade secret, and indemnify and hold harmless MHEC, its Commissioners, agents and employees from any judgments awarded against MHEC in favor of the party requesting the materials, and any and all costs connected with the defense. This indemnification survives MHEC's award of a contract. In submitting a response to this RFP, the Prospective Provider(s) agrees that this indemnification survives as long as the trade secret materials are in possession of MHEC.

In the event a request is made for information which the Prospective Provider(s) has identified as trade secret, MHEC agrees to notify Prospective Provider(s) of said request and provide its determination as to whether disclosure is legally required, in addition to anticipated disclosure dates, if any, and to allow the Prospective Provider(s) an opportunity, in its discretion and at its sole expense, to seek a protective order or otherwise protect the confidentiality of the information.

XXIV. Illegal Conduct

All responses must include a statement as to whether or not the responding firm has been convicted of bribery or attempting to bribe a public official, barred from contracting with a unit of local or state government as a result of bid rigging, or been convicted of a felony.

XXV. Incurring Costs

MHEC is not liable for any cost incurred by Prospective Provider(s) in replying to this RFP.

XXVI. Organization and Format

All proposals must be submitted with the signature page (see Appendix B) and sent electronically in pdf or Word format. Pricing must be presented in a document separate from the response to the RFP. The proposal should be emailed to Jennifer Dahlquist, Vice President at jenniferd@mhec.org.

Proposals should include a transmittal letter that includes the following:

- Summary of the Prospective Provider(s)'s ability and desire to supply the required products and services;
- Summary of Prospective Provider(s)'s work scope;
- Summary of charges proposed by Prospective Provider(s);
- Statement of the term during which the Prospective Provider(s)'s proposal is valid; and

- A signature by an authorized representative of the Prospective Provider(s).

XXVII. Contacting MHEC

XXVIII.

For further information about MHEC and its convening, research, contracts, or programs you are referred to the Compact web site at: <http://www.mhec.org>.

For further information about the Compact's SHBAC RFP Committee, contact:

Ms. Jennifer M. Dahlquist
Vice President
Midwestern Higher Education Compact
105 5th Avenue South, Suite 450
Minneapolis, MN 55401

Phone: 612/677-2762

Fax: 612/767-3353

E-mail: jenniferd@mhec.org

Web Site: <http://www.mhec.org>

Appendix A – Intent to Respond Form
Midwestern Higher Education Compact’s
Request for Proposal for MHECare Student Insurance Solutions

Name of Organization

Street Address

City State Zip Code

Name

Title

Telephone Number

Fax Number

E-mail Address Organization’s Website Address

Organization’s Federal Tax Identification Number

Signature Date

PLEASE RETURN THIS FORM ELECTRONICALLY BY 4PM CT September 16, 2020
Midwestern Higher Education Compact
Jennifer Dahlquist, Vice President
105 5th Avenue South, Suite 450
Minneapolis, MN 55401
E-mail : jenniferd@mhec.org

Appendix B – Signature Page
Midwestern Higher Education Compact’s
Request for Proposal for MHECare Student Insurance Solutions

Supplementary material on any of the questions below may be attached to this questionnaire. Note: this form may be either filled in or reproduced on your word processing system, however, please reproduce in the same order as it exists.

General information about your office

Name of Firm

Street Address

City State Zip Code

Name of Contact Person in Connection with this Proposal

Title

Telephone Number

Fax Number

E-mail Address Organization’s Website Address

Date submitting office was established

Also, please list subsidiary or associate companies of your firm which you wish to utilize in servicing the MHECare account.

If a subsidiary/branch/franchise of a national agency, provide the following information on the parent organization

Head Office

Date established

Number of offices in the U.S

The person signing below authorizes that:

1. He or she is the person in the respondent's firm responsible for the decision to offer the proposal in response to the RFP for Midwestern Higher Education Compact's Request for Proposal for MHECare Student Insurance Solutions; or
2. He or she is not the person in the respondent's firm responsible for the decision to offer but has been authorized in writing to act as agent to quote the persons responsible for such decisions.

Name Title

Organization Date

Appendix C – General Terms and Conditions
Midwestern Higher Education Compact's
Request for Proposal for MHECare Student Insurance Solutions

1. Purpose: The purpose of these specifications is to require the furnishing of the highest service in accordance with the specifications. These documents, and any subsequent addenda, constitute the complete set of specification requirements and proposal response forms.
2. Governing Laws and Regulations: Any contract issued as a result of this RFP shall be construed according to the laws of the State of Minnesota. Additionally, the Prospective Provider(s) shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.
3. Taxes: The Prospective Provider(s) shall assume and pay all taxes and contributions including, but not limited to, State, Federal and Municipal which are payable by virtue of the furnishing and delivery of item(s) specified herein. Materials and services furnished to MHEC are not subject to either Federal Excise Taxes or Minnesota Sales Tax.
4. Equal Opportunity and Non-Discrimination: In connection with the furnishing of services under the contract, the Prospective Provider(s) and all subcontractors shall agree not to discriminate against any recipients of services, or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status. The Prospective Provider(s) shall comply with federal laws, rules and regulations applicable to subcontractors of government contracts including those relating to equal employment of minorities, women, persons with disabilities, and certain veterans. Contract clauses required by the United States Government in such circumstances are incorporated herein by reference.
5. Applicable Laws and Regulations: The Prospective Provider(s) shall comply with federal laws, rules and regulations applicable to subcontractors of government contracts including those relating to equal employment opportunity and affirmative action in the employment of minorities (Executive Order 11246), women (Executive Order 11375), persons with disabilities (29 USC 706 and Executive Order 11758), and certain veterans (38 USC 4212 formerly [2012]) contracting with business concerns with small disadvantaged business concerns (Publication L. 95-507). Contract clauses required by the Government in such circumstances are incorporated herein by reference.
6. Inventions, Patents, and Copyrights: The Prospective Provider(s) shall pay for all royalties, license fees, patent or invention rights, or copyrights and defend all suits or claims for infringements of any patent or invention right or copyrights involved in the items furnished hereunder. The Prospective Provider(s) shall defend, protect, and hold harmless the Midwestern Higher Education Compact (MHEC), its officers, agents,

servants and employees against all suits of law or in equity resulting from patent and or copyright infringement concerning the Prospective Provider(s)'s performance or products produced under the terms of the contract.

Copyrights for any item developed for MHEC shall be the property of MHEC and inure to its benefit and the Prospective Provider(s) shall execute such documents as MHEC may require for the perfection thereof.

7. Insurance: The Prospective Provider(s) will be required to provide certificates of insurance evidencing the following coverages and minimum limits of liability:

- General Liability * Bodily injury and property damages
\$10,000,000 per occurrence
- Errors and Omissions * Professional liability
\$2,000,000 per claim
- Workers Compensation and Employers Liability
Statutory limits in state of hire
- Commercial Automobile Liability * owned, non-owned and hired vehicles
\$2,000,000 combined single limit for bodily injury and property damage

The insurance must be maintained throughout the term of the contract, except that any claims made policy must be maintained for 3 years following the last year of the contract. MHEC must be named as an additional insured on the Prospective Provider(s)'s general liability policy on a primary and non-contributory basis.