



## **Health Transit Pool of Ohio**

### **“RFQ” REQUEST FOR QUOTES – MEDICAL and PHARMACY**

#### **CLAIMS AUDIT**

The Health Transit Pool of Ohio (HTPO) is requesting your firm's quote to conduct a virtual claims audit of our third-party claims administrator, United Healthcare.

This Request for Quotes (RFQ) arises out of HTPO's desire to:

1. Be assured from an independent source that its claims services and operations are being performed effectively.
2. Ensure that sound and accurate procedures are in place.
3. Verify compliance with applicable laws and regulations.

The Health Transit Pool of Ohio (HTPO) is a property/casualty pool which is formed under Ohio Statute. HTPO currently serves six (5) Ohio Public Transit Systems. The Pool was formed in 2014 for the purpose of managing and funding self-insured Health and Benefits claims incurred by their employees. HTPO's members have 1139 contracts, which includes dependents and spouses. The claims records are maintained by United healthcare and will be obtained directly from them once applicable releases have been signed.

## **Program Overview**

HTPO's program is conducted through a pooling arrangement, which allows for pooling both self-insurance and stop loss coverage.

The program is organized to allow each member of the pool to independently create their benefits profiles with different coverage profiles for each member.

All claims are adjusted by United Healthcare. HTPO has limited access to the details of specific files, and therefore wishes to retain an independent auditor to review a selection of files from each of our members.

## **Scope of Services Desired**

The virtual claims audit shall focus on United Healthcare's approach to claims services and operations and shall include:

1. Review 3 files from each of HTPO's 5 members with an incurred over \$75,000, plus an additional 10 high dollar claims from the pool.

2. Review 125 standard (not high dollar) claims selected from the five current members.

3. Include when relevant the following information for medical and pharmacy:

Timeliness

Accuracy

Cost Control

Provider Networks

Utilization Mangement

Pharmacy Review

Benefit Limits

Non-covered services

Duplicate Claims

Overlapping in-patient claims

Secondary Plan billing

Contracted Rates

Out of network limits

Medical Coding

Modifier Discounts

Stop Loss submission handled correctly

4. Produce a final report to be presented to HTPO's management and its Board of Trustees. This final report shall inform HTPO's leadership as to whether its claims program is properly managed and operated. Additionally, the final report will recommend any actions which may be called for to improve the program or bring it into legal compliance. The final report should be concise yet descriptive enough to advise HTPO as to the findings. It should not include any HIPAA information.

### **Estimated RFQ Timetable**

The following represents the proposed timetable:

Item Dates:

1. RFQ posted on May 8, 2024.
2. Quotes due at HTPO June 5, 2024.
3. In the event HTPO desires to contract the services, HTPO and contractor to finalize any agreement by July 15<sup>th</sup>
4. Work commences at a convenient time to be scheduled after completion of contract.
5. Finalized written audit report with digital copies is delivered to HTPO by November 1, 2024.

**Quote Requirements**

Your submitted quote shall clearly outline and reiterate where required:

1. Understanding of the scope of work to be completed and services to be provided;
2. Provide the timeframe for audit completion;
3. Provide qualifications on the firm as well as the names and backgrounds of the individuals who will be on-site to complete the work;
4. Provide references of at least one (1) client for whom you have provided similar auditing services;

5. Outline your fees and charges, including a not-to-exceed cost, for all work, travel, and expenses associated with providing the necessary auditing services for HTPO.

## **QUOTE SUBMISSION**

Please submit your quote **VIA E-MAIL** and/or any prior questions to:

**Lauray@healthtp.org.**

## **Additional Requirements**

### A. Confidentiality

Matters relating to the audit engagement shall not be discussed with anyone (other than officials of HTPO) without the written consent of HTPO. No opinions, reports, summaries, letters or other documents prepared with respect to the audit engagement shall be released without approval of HTPO, except as required by state or federal law.

### B. Assignment/Liability

No assignment of the contract shall be made without the written approval of HTPO. In the event that an assignment of this contract is approved by HTPO, the successful bidding auditor shall be and remain solely responsible to HTPO for the acts or faults of any subcontractor and of any subcontractor's officers, agents, or employees, each of whom shall, for this purpose, be deemed to be an agent or employee of the independent auditor to the extent of the subcontract. Each subcontractor shall jointly and severally agree that HTPO is not obligated to pay or to be liable for the payment of any sums due the subcontractor.

### C. Nondiscrimination

The independent auditor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, disability, sexual preference, or national origin. Such action shall include, but not be limited to, employment, upgrading, promotion, demotion, termination, rates of pay or other forms of compensation, and selection for training.

### D. Conflict of Interest

No officer, member or employee of HTPO shall participate in any decision relating to the agreement, which affects his personal interest, or have any personal or pecuniary interest, direct or indirect, in this contract, any subcontract or assignment thereof, or in the proceeds thereof.

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E. Integrated Agreement

The Contract represents the entire and integrated agreement between the independent auditor and HTPO and supersedes all prior negotiations, representations, or agreements, whether written or oral. The contract may be amended only by written agreement of the independent auditor and HTPO.

F. Cancellation or Breach

This contract may be terminated by mutual agreement of the independent auditor and HTPO. In the event of termination by mutual agreement, the independent auditor shall be compensated for all hours worked at the specified contractual rate.

If, through any cause other than acts of God, floods, fires, storms, strikes, lockouts, riots, insurrections, acts of the public enemy, war or other like restrictions beyond the control of the parties rendering performance under the contract impossible, the independent auditor fails to fulfill in a timely and proper manner obligations under the contract, HTPO shall have the right to terminate the contract on 30-days written notice to the independent auditor specifying the effective date of termination. The independent auditor shall not be relieved of liability to HTPO for damages sustained by virtue of any breach of the contract by the independent auditor.

HTPO may withhold or require to be withheld any payment to the independent auditor for the purpose of setoff until such time as the exact amount of damages due HTPO is agreed upon or is otherwise determined.

In the event of termination, for whatever reason, all property and finished or unfinished documents, data, studies and reports prepared by the independent auditor become HTPO's property. Nothing contained herein shall, however, prevent the independent auditor from preparing and maintaining a complete set of working papers relating to the actuarial engagement.

G. Indemnification

The independent auditor shall indemnify and save harmless HTPO, and its officers, employees, and agents from and against all claims or suits asserted or prosecuted by third parties based upon any injury to such third parties or damage to their property, to the extent arising directly out of a willful or negligent act of the independent auditor or its subcontractors. The independent auditor shall, at its own expense, pay all attorney's fees, damages, court costs and other expenses arising out of such litigation; and at its own expense, shall satisfy and cause to be discharged judgments and/or settlements as may be obtained against HTPO or any of its officers, employees or agents pursuant to such litigation. The independent auditor shall be given written notice of the assertion of such claims or suits promptly after such matters are brought to the attention of HTPO and shall be required to cooperate in the defense and settlement of any such claims or suits. Nothing contained herein, however, is intended to confer on any third party any rights or benefits hereunder; nor is the foregoing indemnification obligation intended to alter or extend the independent auditor's liability for failure to comply with the terms of the Contract or for professional negligence or misconduct.

H. Worker's Compensation

The independent auditor shall be required at all times during the term of this Agreement to subscribe and to comply with the Workers' Compensation Laws of the State of Ohio and pay such premiums as may be required hereunder and to save HTPO harmless from any and all liability from or under said act. It shall also furnish, at the time of delivery of the Agreement and at such other times as may be requested, a copy of the official certificate or receipt showing the payments herein before referred to.

I. Social Security

The independent auditor shall be and remain an independent contractor with respect to all services performed hereunder and shall accept full exclusive liability for the payments of any and all contributions or taxes for social security, unemployment benefits, pensions and annuities now or hereafter imposed under any state or federal laws which are measured by the wages, salaries or other remuneration paid to persons employed by independent auditor on work performed under the terms of this Agreement. The independent auditor further shall obey or satisfy all lawful rules, regulations and requirements issued or promulgated under said respective laws by any duly authorized state or federal officials. The Independent auditor shall indemnify, defend and save harmless HTPO from any contributions, taxes or liability referred to under this Article.

J. Applicable Laws

The Contract shall be construed, interpreted, and the rights of the parties determined in accordance with the laws of the State of Ohio.

**Selection Process**

Each of the submitted quotes will be reviewed and a select number of firms may be invited, at the firm's cost, to make a presentation of its quote. HTPO will then make a selection of the firm that in HTPO's sole opinion meets HTPO's needs. HTPO will then execute an agreement with the selected firm incorporating the provisions of this RFQ and the successful firm's quote. HTPO specifically reserves the right to make an award based solely on the submitted quotes or to reject any and all quotes or to accept other than the lowest price quote if it considers an alternative most advantageous. HTPO reserves the right to waive any requirements of this RFQ. All submitted quotes shall become the property of HTPO. Award of the contract will be made to the firm which in the sole opinion of HTPO will produce the services and results desired by HTPO.



\*\*\*\*\* END OF RFQ \*\*\*\*\*