State of Nevada
Department of Administration

Purchasing Division

515 E. Musser Street, Suite 300
Carson City, NV 89701

Brian Sandoval
Governor

Patrick Cates
Director

Jeffrey Haag
Administrator

State of Nevada

Purchasing Division

Request for Proposal: 3509

For

PROVIDER NETWORK ADEQUACY ANALYSIS

Part IA – Technical Proposal	
RFP Title:	***Network Carrier Adequacy Analysis***
RFP:	***3509***
Vendor Name:	***Quest Analytics, LLC***
Address:	***4321 W. College Ave, Suite 300*** ***Appleton, WI 54914***
Opening Date:	**January 3, 2018**
Opening Time:	**2:00 PM**

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For

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VENDOR INFORMATION SHEET FOR RFP 3509

Vendor Shall:

A) Provide all requested information in the space provided next to each numbered question. The information provided in Sections V1 through V6 shall be used for development of the contract;

B) Type or print responses; and

C) Include this Vendor Information Sheet in Section III of the Technical Proposal.

V1	Company Name	Quest Analytics, LLC

V2	Street Address	4321 W. College Ave, Suite 300

V3	City, State, ZIP	Appleton, WI 54914

V4	Telephone Number		
	Area Code: 920	Number: 739.4552	Extension: 102

V5	Facsimile Number		
	Area Code: 920	Number: 739.4902	Extension:

V6	Toll Free Number		
	Area Code:	Number: N/A	Extension:

V7	***Contact Person for Questions / Contract Negotiations, including address if different than above***
	Name: John P. Weis
	Title: CEO
	Address: 4321 W. College Ave, Suite 300, Appleton, WI 54914
	Email Address: john.weis@questanalytics.com

V8	Telephone Number for Contact Person		
	Area Code: 920	Number: 739.4552	Extension: 102

V9	Facsimile Number for Contact Person		
	Area Code: 920	Number: 739.4902	Extension:

V10	***Name of Individual Authorized to Bind the Organization***	
	Name: John P. Weis	Title: CEO

V11	Signature ***(Individual shall be legally authorized to bind the vendor per NRS 333.337)***	
	Signature: John P. Weis	Date: 12/29/17

CONFIDENTIAL

State of Nevada
Department Administration
Purchasing Division
515 E. Musser Street, Suite 300
Carson City, NV 89701

Brian Sandoval
Governor

Jeffrey Haag
Administrator

SUBJECT:	Amendment 01 to Request for Proposal 3509
RFP TITLE:	Provider Network Adequacy Analysis
DATE OF AMENDMENT:	December 19, 2017
DATE OF RFP RELEASE:	November 29, 2017
OPENING DATE:	January 3, 2018
OPENING TIME:	2:00 PM
CONTACT:	Gail Burchett, Purchasing Officer

The following shall be a part of RFP ***3509.*** If a vendor has already returned a proposal and any of the information provided below changes that proposal, please submit the changes along with this amendment. You need not re-submit an entire proposal prior to the opening date and time.

---

1. Regarding Section 2.2.1.1, Will the vendor be granted access to download data from SERFF or will there be API's available to automate the collection of data?

   The vendor will be granted access to download data from SERFF. The Division does not currently work with API's for automating data collection; however, if the vendor is aware of a process for automating the data collection the Division would be willing to consider adding these efficiencies to the process moving forward.

2. Regarding Section 1.3.2 and 1.3.3, What has been the historical frequency of ad hoc examination requests outside of the annual review time?

   Ad hoc examination requests average about 2 a year.

3. Regarding Section 2.1.8.2, Will the vendor need to track when exceptions have been approved?

   The vendor will not be responsible for tracking the exceptions. The Division will be responsible for any exceptions made outside of Nevada's Network Adequacy standards.

4. Regarding Section 2.2.1.2 Can you please provide examples of submission errors? Are errors limited to formatting?

The CMS ECP/Network Adequacy template provides the framework for submitting the data; however, carriers have inadvertently omitted providers or facilities for a given service area or did not verify the address information to identify errors that may exist.

5. Regarding Section 2.2.1.2 Will the carriers be using the exact same format, including specialty descriptions when submitting data through SERFF?

   All of the carriers are required to submit the data using the uniform templates provided by CMS. A copy of the 2018 ECP/Network Adequacy Template can be found on the Division website.

   http://doi.nv.gov/uploadedFiles/doi.nv.gov/Content/Insurers/Life_and_Health/EcpNetworkAdequacyTemplatev7.3.xlsm

6. Regarding 2.1.9.4 Will the state supply the population file for the determination of 90% or will the vendor create a proxy population file for measuring adequacy?

   The vendor will be responsible for creating the population file.

7. Regarding Attachment G- Cost Schedule What are the current Dental standards by county classification?

   Currently Dental is not part of the network adequacy review conducted by the Division.

8. Regarding Attachment G- Cost Schedule, Is the current individual cost assigned per company or per network review?

   The invoices are normally generated by company with a breakdown for each network.

9. What is the current and desired communication flow and delivery of the analysis?

   The current communication flow occurs primarily through email and telephone. The analysis is uploaded to a secure file share website provided by the vendor.

10. Will the vendor be working directly with the companies on submission errors and network reviews or will the communication flow thru the State? Or a combination of both?

    The communication will flow through the State.

11. Will there be finalist presentations during the week of 01/04/2018 -01/18/2018?

    No.

12. Do we have to use the resume format?

Yes.

13. My we provided work related resume bios?

    Yes; however, they must be in the resume format.

14. Section 8.1.2, page 23 discusses submission requirements. If we chose not to include proprietary and/or confidential information in our response do we need to submit 8.1.2.2 Confidential Technical and 8.1.2.4 Confidential Financial responses?

    No.

15. Just to clarify the state only wants a CD or flash drive delivered via mail service. No hard copies.

    Yes, this is correct.

16. Will portions of the examination be permitted to be conducted remotely, when appropriate, in order to minimize travel expenses?

    Historically all of the examinations have been handled remotely.

17. What are the definitions for sufficient numbers of providers within the network for each region type (Metro, Micro, Rural, etc.)?

    The current standards require that 90% of the population have access to at least one provider within either the time or distance standards specified under 2.1.9.6 through 2.1.9.9 for the appropriate region designation.

18. What sizes are the companies being examined in terms of insured?

    The vendor will be responsible for the examination of all companies in the individual and small group market in Nevada which meet the requirements for annual network adequacy certification under NRS 687B.490. The number of insureds for each company varies from year to year but ranges from a few hundred to close to 50,000.

19. Will the analysis of websites and datasets (historical and current) containing provider information be included?

    Based on the current network adequacy standards, the analysis will center on the provider and facility data provided by the carrier through the CMS ECP/Network Adequacy Template.

20. In what formats may these datasets be presented to the vendor?

All of the carriers are required to submit the data using the same Excel template. The template is provided by CMS. A copy of the 2018 ECP/Network Adequacy Template is located on the Division website.

http://doi.nv.gov/uploadedFiles/doi.nv.gov/Content/Insurers/Life_and_Health/EcpNetworkAdequacyTemplatev7.3.xlsm

21. Will the vendor be able to review desensitized referral and reimbursement data in cases of insufficient providers?

    The Division does not anticipate that it will be necessary to review this dat. To date none of the previous examinations conducted have required a review of this data.

22. 2.2.2 Section II – Analysis ☒2.2.2.1 The vendor must use the data collected in section 2.2.1 to analyze the adequacy of the network. The current standards outlined in section 2.1 use time and distance metrics however these metrics are subject to change and additional metrics could be added.

    a. How is the time metric calculated? (Online map sources, governmental data for transit times, etc.)

       The Division does not require a specific methodology for determining the time between a provider/facility and a population sample point. The only requirement is that the time be representative of how long it would take for someone to drive from the provider/facility to the population sample point.

    b. How are distance units determined (aeronautical or ground-speed)?

       The distance units are determined by ground-speed.

    c. Are there any current changes to the metrics outlined in the RFP?

       With the exception of the Essential Community Providers, there were no changes to the plan year 2019 network adequacy standards. The change was to 2.1.7.1 (A) which for plan year 2019 will require that a carrier must contract with at least 30% of available Essential Community Providers (ECP) in each plan's service area instead of the 20% for plan year 2018.

23. 2.2.3 Section III – Analysis Output and Reports ☒2.2.3.1 The vendor must be able to provide output of the network adequacy analysis breaking down the results by a specific region, such as: state, service area, county, or zip code. ☒2.2.3.2 The vendor may be required to provide additional reports, as well as, summary reports on an as needed basis based on the needs of the Division. ☒

    a. How will the data used in the analysis be presented/given to the vendor?

All of the carriers are required to submit the data using the same template. The template is provided by CMS. A copy of the 2018 ECP/Network Adequacy Template is located on the Division website.

http://doi.nv.gov/uploadedFiles/doi.nv.gov/Content/Insurers/Life_and_Health/EcpNetworkAdequacyTemplatev7.3.xlsm

b. Is there an authoritative list of Zip Codes, Cities, Service areas, etc. that a vendor must use for the analysis report?

A list of counties is provided in the CMS ECP/Network Adequacy Template. The service area is defined by each network plan and will be provided by the carrier.

c. Will any historical mapping be required to notate change in network adequacy over X amount of time?

Historical mapping has not been employed to date; however, this may be something the Division explores in the future.

d. Will any data visualization be required?

Current examinations do not include any visualization; however, the Division has utilized maps illustrating the data in prior years.

24. For the Technical Proposal – Section V states 'Vendors shall place their written response(s) to ***Section 2, Scope of Work*** in ***bold/italics*** immediately following the applicable RFP question, statement and/or section'. Section 2 is made up of 2 subsections (1. Network Adequacy Standards, and 2. Network Adequacy Analysis). Section 2.1 (Network Adequacy Standards) appears to be mostly informational material. Should this section still be included in Section V of the Technical Proposal, or is section 2.2 adequate?

Vendors are required to respond to all questions in the RFP.

25. Cost Proposal - The form appears to be meant for a total cost by year – Can this be done on a per/carrier basis or do we just state that the cost is based ONLY on the currently approximated carriers.

Vendors shall respond to the cost as requested in the form. Vendors must use the State form to respond to the cost.

26. Will the State review or negotiate the Standard Terms and Conditions which were attached to the RFP?

No, the State will not negotiate terms and conditions.

27. How many carriers does the Division of Insurance expect will need to be reviewed for network adequacy in Calendar Year 2018?

The number of carriers and networks varies by year. There were 7 carriers in the individual market and 12 carriers in the small group for plan year 2018.

28. Will the network adequacy assessment occur for all carriers in the June to September timeframe?

    The annual certification for plan year 2018 began June of 2017 and was completed by September of 2017. In past years, the Division began the submission process the first part of May. Note, this timeline is subject to change depending on CMS; however, the Division anticipates the certification process to occur between May and September annually.

29. With a turnaround time requirement of 90 days for the Division, how much time will the Division need for its own purposes related to network adequacy? In other words, will the Contractor be required to conduct its assessment within 60 days of receiving information?

    Please see the sample timeline provided under 2.2.4.2. The Division will require a turnaround time of roughly a week to a week and a half to meet the two week turnaround time.

30. Does the Division collect any claim-level or enrollment-level information from each carrier related to assessing network adequacy?
    a. If yes, is a standard file layout available?
    b. If no, is it possible for the Division to request this information on behalf of the Contractor?

    This data is not currently collected for the purposes of network adequacy certification; the Division does not anticipate collecting this data.

31. With respect to proposal submission requirements, should Sections II and II be resubmitted in their entirety? If not, in Section III, should the respondent enclose the questions or grid information in a separate response and fill this in? For example, Section 3.1.1 or 3.1.5.

    Vendors are required to respond to all questions in the RFP. The responses should be in the State format as provided in the RFP document.

32. What is the page limit for responding to Section II Scope of Work?

    There is no page limit however vendors are requested to be clear and concise when responding.

33. May respondents include example work products in an Appendix?

    Per Section 8.1.11, Proposals are to be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFP. Expensive color displays, promotional materials, etc., are not necessary or desired. Emphasis shall be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.

34. How many corrective action plans were required from carriers in the previous year?

To date the Division has not required any corrective action plans from carriers.

<u>ALL ELSE REMAINS THE SAME FOR RFP 3509.</u>

Vendor must sign and return this amendment with proposal submitted.

Vendor Name: Quest Analytics, LLC

Authorized Signature: [signature]

Title: CEO Date: 12/29/2017

This document must be submitted in the "State Documents" section of vendors' technical proposal.

ATTACHMENT A – CONFIDENTIALITY AND CERTIFICATION OF INDEMNIFICATION

Submitted proposals, which are marked "confidential" in their entirety, or those in which a significant portion of the submitted proposal is marked "confidential" **shall not** be accepted by the State of Nevada. Pursuant to NRS 333.333, only specific parts of the proposal may be labeled a "trade secret" as defined in NRS 600A.030(5). All proposals are confidential until the contract is awarded; at which time, both successful and unsuccessful vendors' technical and cost proposals become public information.

In accordance with the submittal instructions of this RFP, vendors are requested to submit confidential information in separate files marked "**Part IB Confidential Technical**" and "**Part III Confidential Financial**".

The State shall not be responsible for any information contained within the proposal. If vendors do not comply with the labeling and packing requirements, proposals shall be released as submitted. In the event a governing board acts as the final authority, there may be public discussion regarding the submitted proposals that shall be in an open meeting format, the proposals shall remain confidential.

By signing below, I understand it is my responsibility as the vendor to act in protection of the labeled information and agree to defend and indemnify the State of Nevada for honoring such designation. I duly realize failure to so act shall constitute a complete waiver and all submitted information shall become public information; additionally, failure to label any information that is released by the State shall constitute a complete waiver of any and all claims for damages caused by the release of the information.

This proposal contains Confidential Information, Trade Secrets and/or Proprietary information.

Please initial the appropriate response in the boxes below and provide the justification for confidential status.

Part IB – Confidential Technical Information			
YES		NO	*X*
Justification for Confidential Status			

Part III – Confidential Financial Information			
YES	*X*	NO	
Justification for Confidential Status			
As a privately held company, we do not release our financial information to the general public.			

Quest Analytics, LLC

Company Name

Signature

John P. Weis

Print Name

12/29/2017

Date

This document shall be submitted in Section IV of vendor's technical proposal

ATTACHMENT B – VENDOR CERTIFICATIONS

Vendor agrees and shall comply with the following:

(1) Any and all prices that may be charged under the terms of the contract do not and shall not violate any existing federal, State or municipal laws or regulations concerning discrimination and/or price fixing. The vendor agrees to indemnify, exonerate and hold the State harmless from liability for any such violation now and throughout the term of the contract.

(2) All proposed capabilities can be demonstrated by the vendor.

(3) The price(s) and amount of this proposal have been arrived at independently and without consultation, communication, agreement or disclosure with or to any other contractor, vendor or potential vendor.

(4) All proposal terms, including prices, shall remain in effect for a minimum of 180 days after the proposal due date. In the case of the awarded vendor, all proposal terms, including prices, shall remain in effect throughout the contract negotiation process.

(5) No attempt has been made at any time to induce any firm or person to refrain from proposing or to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal. All proposals shall be made in good faith and without collusion.

(6) All conditions and provisions of this RFP are deemed to be accepted by the vendor and incorporated by reference in the proposal, except such conditions and provisions that the vendor expressly excludes in the proposal. Any exclusion shall be in writing and included in the proposal at the time of submission.

(7) Each vendor shall disclose any existing or potential conflict of interest relative to the performance of the contractual services resulting from this RFP. Any such relationship that might be perceived or represented as a conflict shall be disclosed. By submitting a proposal in response to this RFP, vendors affirm that they have not given, nor intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or any employee or representative of same, in connection with this procurement. Any attempt to intentionally or unintentionally conceal or obfuscate a conflict of interest shall automatically result in the disqualification of a vendor's proposal. An award shall not be made where a conflict of interest exists. The State shall determine whether a conflict of interest exists and whether it may reflect negatively on the State's selection of a vendor. The State reserves the right to disqualify any vendor on the grounds of actual or apparent conflict of interest.

(8) All employees assigned to the project are authorized to work in this country.

(9) The company has a written equal opportunity policy that does not discriminate in employment practices with regard to race, color, national origin, physical condition, creed, religion, age, sex, marital status, sexual orientation, developmental disability or handicap.

(10) The company has a written policy regarding compliance for maintaining a drug-free workplace.

(11) Vendor understands and acknowledges that the representations within their proposal are material and important, and shall be relied on by the State in evaluation of the proposal. Any vendor misrepresentations shall be treated as fraudulent concealment from the State of the true facts relating to the proposal.

(12) Vendor shall certify that any and all subcontractors comply with Sections 7, 8, 9, and 10, above.

(13) The proposal shall be signed by the individual(s) legally authorized to bind the vendor per NRS 333.337.

Quest Analytics, LLC

Vendor Company Name

Vendor Signature

John P. Weis ***12/29/2017***

Print Name Date

This document shall be submitted in Section IV of vendor's technical proposal

THIS SOFTWARE LICENSE AGREEMENT ("Agreement") is hereby made and entered into as of the _____ day of _____, 2018 ("Effective Date"), by and between:

Quest Analytics, L.L.C. ("Quest"), a Delaware Limited Liability Company, having its principal place of business at 4321 West College Avenue, Suite 300, Appleton, WI 54914, and

State of Nevada ("Licensee"), having its principal place of business at 515 E. Musser St, Suite 300, Carson City, NV 89701.

RECITALS

Quest is the owner of, or has acquired rights to, the Software and Documentation (as defined below).

Quest desires to grant and Licensee desires to obtain a non-exclusive license to use the Software and Documentation in accordance with the terms and on the conditions set forth in this Agreement.

1. Definitions

The following are definitions of important words used in this Agreement:

a) "Agreement" means this Agreement and includes all Schedules and Appendices attached to it or incorporated in it by reference.

b) "Documentation" shall mean all manuals, user documentation, and other related materials pertaining to the Software which are furnished to Licensee by Quest in connection with the Software.

c) "Effective Date" means the date this Agreement comes into force being the date on which it is signed by both parties.

d) "End Users" shall mean the individuals the licensee has designated to utilize the software.

e) "License Fee" shall mean the fees set forth listed in Section 6 of this Agreement.

f) "Support Services" shall mean all services for each licensed product under the Quest Analytics Suite, including help desk support, enhancements and data updates.

g) "Software" shall mean the computer programs in machine readable object code and source code form listed in Section 3 of this Agreement and any subsequent error corrections or updates supplied to Licensee by Quest pursuant to this Agreement.

2. Grant of Rights

Quest hereby grants, and Licensee hereby accepts, a non-exclusive, nontransferable and nonassignable license to use the Products and Support Services defined herein.

3. Products

Quest agrees to provide Licensee with current and future versions of the following products:

a) License Configuration. Licensee's license under this Agreement includes the use of the specified number of copies of the Software as configured for the specific states as outlined below:

Quest Cloud Services	Copy(s)	Licensed State(s)
Quest Cloud Services – Network Management Suite™ - Data Management Services - Adequacy Compliance Monitoring Services	Enterprise	Nevada

b) Module Descriptions. The license granted under this Agreement includes the following modules of the Quest Cloud Services – Network Management Suite.™

Data Management Services

- **NPI Validation –** identifies NPIs in the database that are not valid
- **Deactivated NPI Validation –** identifies providers in the database that are no longer active (deceased, retired, disbarred, etc.)
- **Specialty Validation –** identifies providers in the database where specialty multiple specialties exist
- **Duplicate Specialty Validation –** identifies providers listed with more than 1 specialty
- **Multiple Address Validation –** identifies providers who have multiple practice locations

Adequacy Analysis Services - adequacy analysis cloud services provides for ongoing network adequacy compliance monitoring

c) Licensed Use. Licensee may use the Software only for the purpose of producing reports analyzing health plans and providers for access & network adequacy. Licensee agrees not to copy, reproduce, modify, adapt, translate, distribute, transmit, download, upload, post, sell, rent, license, transfer, mirror, frame, create derivative works of, reverse engineer, decompile or disassemble any aspect of this product (including, but not limited to, any underlying data), in whole or in part, in any form or by any means, without our prior written permission.

4. Support Services

Quest agrees to provide Licensee with the following Support Services for the term of the Agreement:

a) Product Support. Quest will provide Licensee with the product support services that Quest generally provides to other Licensees for this Software, including maintenance of the current version of the Software and updated data as it becomes available and is released to Licensees (at least annually, subject to change).

b) Software Upgrades. All new releases of the Software as Quest generally provides new releases to its other licensees of the Software, assuming Licensee has met its payment obligations to Quest.

c) Help Desk. Quest will provide Licensee with user and technical telephone support specifically related to the operation of the Software during the hours of 8:00 AM to 5:00 PM Central time, Monday through Friday, national holidays excluded. Telephone support consists primarily of answers to questions regarding installation, setup, design, and update. This service may not be used for training purposes.

Quest will provide these support services to Licensee, as long as Licensee is an active customer of the Software.

5. Term and Termination

a) Term of Agreement. This Agreement will begin on the effective date and continue with an initial two (2) year term.

b) Termination. Either party may terminate this Agreement after the initial two (2) year term upon sixty (60) days written notice prior to each anniversary of the original effective date. Licensee shall cease and desist all use of the Software and Documentation and shall return to Quest or destroy all copies of the Software in Licensee's possession or under its control by the end of the term. Furthermore, upon termination, both parties agree to continue to adhere to the confidentiality obligations of Section 8.

6. Fees

a) Licensee agrees to pay Quest the following annual subscription fees as set forth below, payable within 30 days after Quest invoices Licensee.

Item	Fees
Base Year	See pricing schedule
Year Two	See pricing schedule

Quest may increase the subscription fee on each anniversary of the Effective Date. Quest agrees to limit the annual increase to 5% of the previous year's annual subscription fee for the same number of licensed services.

c) Taxes and Other Charges. Licensee shall be responsible for paying all sales, use, excise, value-added, or other tax or governmental charges imposed on the licensing or use of the Software.

d) Payment of Fees. Licensee agrees to pay all amounts within 30 days of receipt of the invoice. Quest may assess a late payment charge on overdue amounts of 1.5% per month. Quest may discontinue a Service if fees for the Service are not paid within 60 days of the date they are billed.

7. Warranty

a) Quest represents and warrants that the Products produced and provided hereunder will be of original development by Quest and will operate substantially as described in Section 3.

b) Quest represents and warrants that the Software and Documentation delivered hereunder will conform to the currently published specifications. Quest will, use its best efforts to make such additions, modifications, or adjustments to the Software as may be necessary to correct any problems or defects discovered in the Software or Documentation and reported to Quest by the Licensee, excluding defects or problems arising from misuse by the Licensee.

c) This warranty shall be null and void in the event that all or any part of the Software is modified by the Licensee.

d) Disclaimer of Warranties. Except as specifically described above, Quest disclaims all other express or implied warranties regarding the Software including all implied warranties of fitness for any particular purpose, merchantability and performance.

e) Limitation of Liability. In no event will Quest be liable to Licensee or any third party for any direct, indirect, incidental, consequential, special or exemplary damages arising from the use of the Services, including without limitation, interruption or loss of business, loss of data, refunds of fees, loss of profits, loss of income or cost of replacement services. Quest's liability to the Licensee arising out of any claim for damages for any cause whatsoever will under no circumstances exceed, in aggregate,

the total amount of the sums actually paid by the Licensee to Quest limited to a pro-rata portion of the fees Licensee paid Quest during the preceding twelve months. Licensee's use of the Software constitutes your agreement with this limitation of liability.

f) Indemnity. Licensee agrees to defend, indemnify, and hold harmless Quest, and our affiliates, and our and their respective directors, officers, shareholders, proprietors, partners, employees, agents, representatives, servants, attorneys, predecessors, successors and assigns, from and against any and all claims, proceedings, damages, injuries, liabilities, losses, costs and expenses (including reasonable attorneys' fees and litigation expenses), relating to or arising from (i) the use of any product, (ii) any arrangements you make based on information obtained on or through any product, or (iii) any breach by you of this Agreement.

8. Confidentiality

Both parties agree that, unless they have the prior written consent of the other, or in relation to a valid subpoena they will not use or disclose to any third party (other than for the purpose of performing this Agreement) the terms and conditions of this Agreement or any information which is confidential to the other party. These obligations shall survive termination or cancellation of this Agreement.

a) Proprietary Information. Licensee acknowledges that Quest Software is proprietary and that Quest retains exclusive ownership of the Software.

b) Confidential Information. Confidential and proprietary information does not include information which is in the public domain, was obtained prior to this Agreement, unless the information was marked as confidential, is obtained from a source that is not under an obligation of confidentiality, or is required to be disclosed to a government authority.

9. Third Party Vendors

Licensee understands and acknowledges that data and technology included in the Quest Analytics Suite is provided by third party vendors whose services have been contracted by Quest and agrees that Quest is not liable, under any circumstances, for the accuracy or quality of third-party data or technology. In the event that a data or technology vendors fails to provide such data or technology as agreed between Quest and vendor, Quest will make every effort to continue to provide service to Licensee as described herein, including working in good faith to find an acceptable replacement. In the event Quest is unable to provide a replacement to the third party data or technology, Licensee and Quest may terminate this Agreement.

a) Pitney Bowes Software, Inc. (PBSI) Licensee understands and acknowledges that underlying geographic data and technology included in the Quest Analytics Suite is provided by PBSI North America, Inc., whose services have been contracted by Quest. Neither PBSI nor its suppliers shall be liable to the undersigned for any incidental, consequential, special, indirect or exemplary damages arising out of this Agreement, including lost profits or costs of cover, loss of use or business interruption or the like, regardless of whether the Licensee was advised of the possibility of such damages. Notwithstanding anything to the contrary contained herein, PBSI shall have no monetary liability to the undersigned for any cause (regardless of the form of action) under or relating to this Agreement. The PBSI licensed products included in the Quest Analytic Suite are provided on an "as is" and "with all faults" basis and PBSI and its suppliers expressly disclaim all warranties, express or implied, including but not limited to the implied warranties of non-infringement, merchantability, satisfactory quality, accuracy, title and fitness for a particular purpose. No oral or written advice or information provided by PBSI or any of its agents, employees or third party providers shall create a warranty, and Licensee is not entitled to rely on such advice or information. This disclaimer of warranties is an essential condition of this Agreement.

10. General Provisions

a) Entire Agreement. This Agreement and any attached Schedules or Amendments constitute the entire agreement between Quest and Licensee. The parties acknowledge that this Agreement contains the whole of the contract and understanding between them. There are no conditions, warranties or other understandings affecting the arrangements between the parties other than those set out herein and this Agreement replaces all prior Agreements and understandings with respect to the subject matter of this Agreement. This contract shall be binding not only upon both parties but also any successor corporations.

b) Amendment. Any modification to or variation of this Agreement must be in writing and signed by authorized representatives of Quest and Licensee.

c) Assignment. Licensee may not assign this Agreement in whole or in part without Quest's prior written consent. Any attempted assignment without Quest's consent will be null and void. Quest will not unreasonably withhold its consent.

d) No Recommendations or Medical Advice. Quest and its third party vendors are not referral services and do not recommend or endorse any particular healthcare provider. Rather, we are only an intermediary that provides selected information about healthcare providers. We do not offer advice regarding the quality or suitability of any particular healthcare provider for specific treatments or health conditions, and no information in this product should be construed as health advice. Any healthcare provider rating information consists of statements of opinion and not statements of fact or recommendations to utilize the services of any specific healthcare provider. Licensee agrees to assume all responsibility in connection with contracting any healthcare provider. We assume no responsibility or liability for any advice, treatment or other services rendered by any healthcare provider, or for any malpractice claims and other claims that may arise directly or indirectly from any such advice, treatment or other services.

e) Breach and Cure. If either Quest or Licensee defaults in the performance of this Agreement or materially breaches any of its provisions, the non-breaching party may terminate this Agreement if the breaching party has failed to cure the breach within ten (10) days after receiving written notice of the breach. For the purposes of this provision, material breach of this Agreement includes, but is not limited to: (a) either party's material breach of any representation or provision contained in this Agreement; (b) either party engages in any unethical or questionable business practice; (c) either party threatens the safety or well-being of any employee or contractor of either party or any third party; or (d) either party breaches or threatens to breach the Confidentiality Agreement between the parties. Such right to terminate or cancel in accordance with the provision is in addition to and shall not limit or prejudice any other right or remedy available under this Agreement, at law, or in equity, except as provided herein.

f) Force Majeure. Neither party will be liable for any act, omission, or failure to fulfill its obligations under this Agreement to the extent that such act, omission or failure arises from any cause reasonably beyond its control including acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental action after the date of this Agreement, fire, communication line failures, power failures, earthquakes or other disasters (called "Force Majeure").

g) Governing Law. This Agreement shall be governed by the laws of the State of Wisconsin without reference to conflicts of law principles.

h) Notices. Any notice given pursuant to this Agreement will be sufficiently given if it is in writing and delivered, or sent by prepaid post or facsimile to the other party at the address as shown above.

i) Waiver. No delay, neglect or forbearance by either party in enforcing against the other any provision of this Agreement will be a waiver, or in any way prejudice any right, of that party.

State of Nevada Contacts:

Accounts Payable and Invoicing Contact:

- ☐ **Purchase Order - Required**
- ☐ **Purchase Order - Not Required**

Purchase Order Contact Name(s):

Name: _____

Email: _____

Phone: _____

Invoice Contact Name:

Name: _____

Email: _____

Phone: _____

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Agreement as of the date first set forth above.

Quest Analytics, L.L.C.		**State of Nevada**	
Accepted By:	_____	Accepted By:	_____
Printed Name:	John P. Weis	Printed Name:	_____
Title:	CEO	Title:	_____
Date:	_____	Date:	_____

2. SCOPE OF WORK

2.2 NETWORK ADEQUACY ANALYSIS

2.2.1 Section I – Data Collection

2.2.1.1 The vendor must be able to collect the necessary data through System for Electronic Rate and Form Filing (SERFF). This data includes, but is not limited to, the CMS ECP/Network Adequacy Template, Service Area Template, Plans and Benefits Template and Network ID Template. The data templates that carriers are required to submit for network adequacy analysis are subject to change based on the requirements of CMS and the Division.
Quest Analytics has direct experience in working with the templates from SERFF. In supporting the Network Adequacy reviews for both the Federal Marketplace and the State of California, California Department of Insurance we receive the ECP/Network Adequacy, Service Area, Plan and Benefits and Network ID Templates.

2.2.1.2 The Division will require carriers to review network data prior to submission for errors and proper formatting however the vendor may need to review and scrub the data to identify and remove potential errors which could impact the network adequacy analysis.
Because of our experience with these templates, we are familiar with the challenges they represent and have automated processes in place to handle the formatting as well as scrub the data. Quest Analytics has built into the analysis, checks and balances to review data that is suspect or incomplete. Some examples of these include:

- ***Flagging deactivated records and excluding from the analysis.***
- ***Identifying OIG excluded providers and removing from the analysis***
- ***Removing incomplete records (i.e. no valid address or specialty from the analysis).***

Additionally, our analysis will also provide insight for the State on provider records with a high number of addresses as well as multiple specialties.

2.2.2 Section II – Analysis

2.2.2.1 The vendor must use the data collected in section 2.2.1 to analyze the adequacy of the network. The current standards outlined in

section 2.1 use time and distance metrics however these metrics are subject to change and additional metrics could be added.
Quest Analytics is extremely familiar with the current standards, including the county designations, as these mirror those that are utilized by the Federal exchange and are maintained within our system to support the Federal exchange. The system also supports the flexibility for us to change and add metrics deemed important by the State of Nevada.

2.2.3 Section III – Analysis Output and Reports

2.2.3.1 The vendor must be able to provide output of the network adequacy analysis breaking down the results by a specific region, such as: state, service area, county, or zip code.
The Quest Cloud Services™ is designed to summarize the results by various geographic views, including state, county, service area as well as at the zip code level.

2.2.3.2 The vendor may be required to provide additional reports, as well as, summary reports on an as needed basis based on the needs of the Division.
In supporting the Division, Quest Analytics has off the shelf tools to support any ad-hoc requests.

2.2.4 Section IV – Network Adequacy Determination Timeline

2.2.4.1 As stated in the introduction to section 2.2 the Commissioner has 90 days from application to determine the adequacy of a network plan. Network adequacy determination is currently done during the rate review process which typically begins between May and July of each year. ***One of the key advantages of the Quest Cloud Services™ is the processing power, allowing us to exceed your expectation on turnaround times as well as the ability to interact with the results as they are completed.***

2.2.4.2 The following is an example of the network adequacy timeline for plan year 2018. The timeline is a representation of the process and may vary on a case by case basis. The Division normally allows a two week period for carriers to respond to objections and two weeks for the Division to provide a response to carriers.

June 12, 2017 - Binders due for all carriers

June 26, 2017 - DOI sends first network adequacy objection letter to carriers via SERFF

July 10, 2017 - Revised network adequacy data and documentation due in SERFF

July 24, 2017 - DOI sends second network adequacy objection letter to carriers via SERFF

August 07, 2017 - Revised network adequacy data and documentation due in SERFF

August 21, 2017 - DOI sends third network adequacy objection letter to carriers via SERFF

September 04, 2017 - Revised network adequacy data and documentation due in SERFF

September 10, 2017 - DOI makes final network adequacy determinations

3. COMPANY BACKGROUND AND REFERENCES

3.1 VENDOR INFORMATION

3.1.1 Vendors shall provide a company profile in the table format below.

Question	Response
Company name:	Quest Analytics, LLC
Ownership (sole proprietor, partnership, etc.):	Partnership
State of incorporation:	Delaware
Date of incorporation:	June 17, 2003
# of years in business:	14
List of top officers:	John P. Weis, CEO David H. Hill, CTO Linda E. Borths, COO
Location of company headquarters, to include City and State:	4321 W. College Ave, Suite 300 Appleton, WI 54914
Location(s) of the office that shall provide the services described in this RFP:	4321 W. College Ave, Suite 300 Appleton, WI 54914
Number of employees locally with the expertise to support the requirements identified in this RFP:	0
Number of employees nationally with the expertise to support the requirements in this RFP:	39
Location(s) from which employees shall be assigned for this project:	4321 W. College Ave, Suite 300 Appleton, WI 54914

3.1.2 A Nevada-based business may apply for a five percent (5%) preference on its proposal. This preference may apply if a business has its principal place of business within Nevada. This preference cannot be combined with any other preference, granted for the award of a contract using federal funds, or granted for the award of a contract procured on a multi-state basis. To claim this preference a business must submit a letter with its proposal showing that it qualifies for the preference.

3.1.3 **Please be advised**, pursuant to NRS 80.010, a corporation organized pursuant to the laws of another state shall register with the State of Nevada, Secretary of State's Office as a foreign corporation before a contract can be executed between the State of Nevada and the awarded vendor, unless specifically exempted by NRS 80.015.

3.1.4 The selected vendor, prior to doing business in the State of Nevada, shall be appropriately licensed by the State of Nevada, Secretary of State's Office

pursuant to NRS76. Information regarding the Nevada Business License can be located at http://nvsos.gov.

Question	Response
Nevada Business License Number:	Will register as a foreign corporation upon award
Legal Entity Name:	Quest Analytics, LLC

Is "Legal Entity Name" the same name as vendor is doing business as?

Yes	X	No	

If "No", provide explanation.

3.1.5 Has the vendor ever been engaged under contract by any State of Nevada agency?

Yes		No	X

If "Yes", complete the following table for each State agency for whom the work was performed. Table can be duplicated for each contract being identified.

Question	Response
Name of State agency:	
State agency contact name:	
Dates when services were performed:	
Type of duties performed:	
Total dollar value of the contract:	

3.1.6 Are you now or have you been within the last two (2) years an employee of the State of Nevada, or any of its agencies, departments, or divisions?

Yes		No	X

If "Yes", please explain when the employee is planning to render services, while on annual leave, compensatory time, or on their own time?

If you employ (a) any person who is a current employee of an agency of the State of Nevada, or (b) any person who has been an employee of an agency of the State of Nevada within the past two (2) years, and if such person shall be performing or producing the services which you shall be

contracted to provide under this contract, you shall disclose the identity of each such person in your response to this RFP, and specify the services that each person shall be expected to perform.

3.1.7 Disclosure of any significant prior or ongoing contract failures, contract breaches, civil or criminal litigation in which the vendor has been alleged to be liable or held liable in a matter involving a contract with the State of Nevada or any other governmental entity. Any pending claim or litigation occurring within the past six (6) years which may adversely affect the vendor's ability to perform or fulfill its obligations if a contract is awarded as a result of this RFP shall also be disclosed.

Does any of the above apply to your company?

Yes		No	X

If "Yes", please provide the following information. Table can be duplicated for each issue being identified.

Question	**Response**	
Date of alleged contract failure or breach:		
Parties involved:		
Description of the contract failure, contract breach, or litigation, including the products or services involved:		
Amount in controversy:		
Resolution or current status of the dispute:		
If the matter has resulted in a court case:	Court	Case Number
Status of the litigation:		

3.1.8 Vendors shall review and provide if awarded a contract the insurance requirements as specified in ***Attachment D, Insurance Schedule for RFP 3509.***

3.1.9 Company background/history and why vendor is qualified to provide the services described in this RFP. Limit response to no more than five (5) pages.

BACKGROUND:

Quest Analytics was formed by industry leaders, David H. Hill and John P. Weis in 2003 with the vision to evolve access analysis methods to a more sophisticated adequacy analysis of health care networks. David and John have been pioneers in healthcare software solutions for the last 20 years. Prior to forming Quest Analytics, David and John held senior leadership positions at GeoAccess, which created the industry's first access analysis tools.

In the early days of managed healthcare, provider network adequacy was measured by simply matching zip codes of members against zip codes of providers. The concept was if you had substantial overlap then you had adequate coverage, but this quickly evolved.

With the advent of desktop mapping technology in the late 80's and early 90's, zip code matching gave way to geographic network analysis with features such as maps and tabular reports calculating distances and levels of access with simple access standards such as 2 providers within 10 miles. Later, compound access standards such as 2 primary care providers within 10 miles, a specialist of any kind within 15 miles and a hospital within 30 miles became the norm.

The demand for more sophisticated tools has increased steadily over the past decade. Quest Analytics, the leader in Network Adequacy solutions has developed a proven solution, specifically for measuring and scoring health plans on Network Adequacy requirements. This solution has been utilized to approve health plan participation for Federal programs and has been vetted in every State over the past 10 years.

With the upholding of the Patient Protection and Affordable Care Act (PPACA), States are faced with creating or adopting a Network Adequacy model to approve and monitor Qualified Health Plans (QHPs) that participate in the Health Care Exchange. Consumer protections against adverse selection and limited networks, as well as accuracy of the represented network, are all factors for the Network Adequacy model. Additionally, with the release of Medicaid reform, States also must have a process in place to monitor network adequacy across their Medicaid program by 2019.

As the stakes get higher for health plans to diversify their participation across various programs, the concerns of self-reporting and narrow network concerns are heightened. In order to provide a consistent measurement, we deployed a solution that provides States with a fast-track approach to satisfy the Network Adequacy mandate that provides

both the necessary transparency and flexibility for an automated adequacy review that assures consistency across all plans and various State programs.

Along with eliminating the concerns of self-reporting, the Network Adequacy model was created with the realization that adequacy standards needed to be more sophisticated and designed around the patterns of care specific to each State to address geographic disparities within each State. As such, the model needed to move beyond basic access standards that applied to every geographic area of a State and instead create a variable standard based on the patterns of care in each State.

Understanding the market trends, Quest Analytics continues to expand our industry leading solutions to support automated cloud-based network adequacy for health insurance exchanges. This integrated solution provides States and/or Federal Agencies with the ability to approve plans for network adequacy and monitor ongoing compliance with the current standards.

The Affordable Care Act (ACA) requires certification and recertification of the Insurer as a Qualified Health Plan (QHP). The regulation includes specified criteria that a plan must satisfy in order to be certified as a QHP and, as such, become eligible to be offered on an Exchange. Some of those criteria are related to plan network adequacy requirements. Specifically, the ACA requires the following:

§ 156.230 Network adequacy standards.
(a) General requirement. A QHP issuer must ensure that the provider network of each of its QHPs, as available to all enrollees, meets the following standards:

(1) Includes essential community providers in accordance with § 156.235;
(2) Maintains a network that is sufficient in number and types of providers, including providers that specialize in mental health and substance abuse services, to assure that all services will be accessible without unreasonable delay; and,
(3) Is consistent with the network adequacy provisions of section 2702(c) of the PHS Act.

By evolving our technology, we can ensure consistency across the State of Nevada's solution.

Quest Cloud Services™

Quest Analytics' mission is to be on the leading edge of the latest technology trends. To help keep up with the demands for more data analysis, automation, and a web based interface, Quest Analytics will deliver the State of Nevada's network adequacy reviews via the Quest Cloud Services™ — the solution for you to solve your emerging business needs.

The value of this solution brings an automated process for monitoring network adequacy reporting and includes the following components:

- ***Adequacy Compliance Monitoring Services***
- ***Network Trending***
- ***Waiver Support***
  - ***Gap Aging Reviews***
- ***Data Management Services***
- ***Narrow Network Monitoring***

Adequacy Compliance Monitoring Services

With the Quest Cloud Services™ anyone within Nevada Insurance Administration can simply log in to view the latest results of any health plan and review their network adequacy score (analysis). With a few simple clicks of your mouse, you can drill into detailed analysis as well as the network and market provider listings to understand the availability of the market providers and which providers are represented across the various health plans. This powerful solution provides enterprise access for your team and best of all no additional resources are needed.

State of Nevada

Quest Analytics

Network: Network Providers (Plan A)
Template: State of Nevada
Census: Sample Population
Calculating Time and Distance
View Cloud Results

Active and Pending Service Areas

County			Access Requirements				Servicing Provider Requirements			Overall		Market Analysis
State	County	Specialty	With %	Without %	Avg Dist	Met	Required	Servicing	Met	Met	Gap Age	Pct of Market
Nevada	Douglas	Primary Care	95.6	4.4	3.6	Y	3	111	Y	Y	--	25.3
Nevada	Douglas	Endocrinology	100.0	0.0	34.9	Y	1	5	Y	Y	--	12.1
Nevada	Douglas	Infectious Diseases	100.0	0.0	41.0	Y	1	4	Y	Y	--	28.4
Nevada	Douglas	Oncology - Medical, Surgical	93.3	6.7	37.1	Y	1	2	Y	Y	--	7.1
Nevada	Douglas	Oncology - Radiation/Radiation Oncology	100.0	0.0	34.0	Y	1	9	Y	Y	--	62.3
Nevada	Douglas	Orthopedic Surgery	99.4	0.6	10.7	Y	1	27	Y	Y	--	33.1
Nevada	Douglas	Pediatrics	85.4	14.6	23.7	N	1	3	Y	N	691	17.5
Nevada	Douglas	Mental Health	100.0	0.0	14.1	Y	1	24	Y	Y	--	25.6
Nevada	Douglas	Rheumatology	7.4	92.6	83.9	N	1	3	Y	N	691	4.3
Nevada	Douglas	Acute Inpatient Hospitals	100.0	0.0	6.6	Y	19	377	Y	Y	--	65.8
Nevada	Douglas	Outpatient Dialysis	100.0	0.0	19.5	Y	1	5	Y	Y	--	43.2

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Trend Analysis

Networks change continuously, and delivering the analysis via the Quest Cloud Services™ makes it possible for the state to track and trend those changes over each of the four (4) submissions during the year. This

ongoing monitoring allows the state of Nevada to monitor the dynamic changes in a health plan's network over time and engage with them in a proactive fashion.

<u>Significant Network Change</u> – in addition to showing changes to network adequacy over time, the analysis will help monitor and inform the Nevada Insurance Administration when a significant change occurs within the health plan, we will provide visibility to monitor changes.

Providers by Specialty

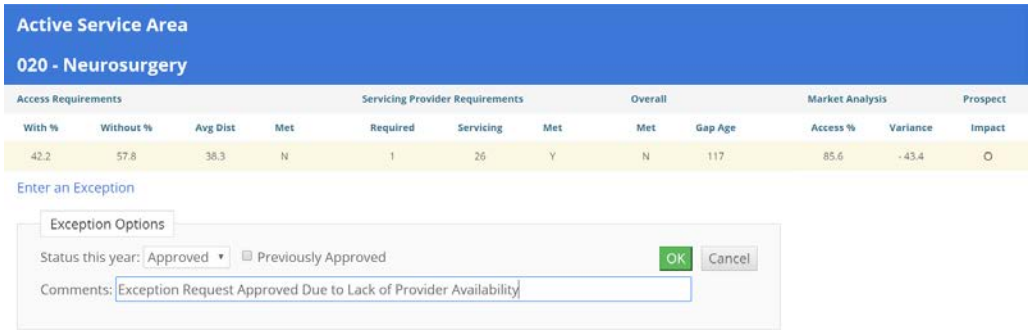
Specialty	May 31, 2017 3:13:58 PM	Aug 30, 2017 3:16:42 PM	Change	% Change
001 - General Practice	39	38	-1 ↓	-2.56% ↓
002 - Family Practice	4,735	5,155	420 ↑	8.87% ↑
003 - Internal Medicine	5,999	6,229	230 ↑	3.83% ↑
004 - Geriatrics	272	253	-19 ↓	-6.99% ↓
005 - Primary Care - Physician Assistants	464	614	150 ↑	32.33% ↑
006 - Primary Care - Nurse Practitioners	2,321	2,722	401 ↑	17.28% ↑
007 - Allergy and Immunology	231	232	1 ↑	0.43% ↑
008 - Cardiology	4,003	3,848	-155 ↓	-3.87% ↓
010 - Chiropractor	122	123	1 ↑	0.82% ↑
011 - Dermatology	636	645	9 ↑	1.42% ↑

Waiver Support

Determining health plan exceptions can take countless hours, resources and tracking. With the Quest Cloud Services™, your team has detailed information at their fingertips to identify if there are available providers for a health plan to contract with or if the market doesn't support the time/distance standards, allowing you to provide a granted waiver exception or to allow the health plan to cure the deficiency. Whenever a deficiency is identified we will introduce the following for ongoing monitoring:

<u>Gap Aging Analysis</u> – with every network provider churn is a constant aspect and attribute that every health plan needs to manage. The analysis will also support monitoring the gap aging to give your team insight to the length of time any deficiency has existed.

<u>Exceptions Approved or Denied</u> – when a deficiency has been identified, the Nevada Insurance Administration will be able to track within the system the approval or denial of the exception waiver.



Data Management Services

Many of the state regulators are concerned about the accuracy of the information of the online directories of the health plans. Part of our delivery will provide insight to the accuracy associated with the health plan's provider networks. Through the delivery vehicle of The Quest Cloud Services™ the analysis will also help with a validation process by highlighting events within the data allowing you to engage in a proactive discussion with the health plans. Some of these events include:

- ***deactivated and or deceased providers in the health plan's network data;***
- ***providers listed with multiple specialties;***
- ***providers listed as practicing at more locations than the industry maximum for that specialty.***

Status	May 3, 2017	Aug 1, 2017	Change
Valid	129,515	134,681	5,166 ↑
Deactivated	35	2	-33 ↓
Invalid	54	6	-48 ↓
Missing	0	0	0

Narrow Network Monitoring

In addition to providing network adequacy, our delivery of the analysis to the Nevada Insurance Administration will also provide insight to how each health plan compares against the universe of providers available within any given market/specialty. This allows the state to have an interactive dialog and provide an apples to apples comparison across various health plans in the same geographic footprint.

Our ability to deliver the analysis via a Cloud-based solution takes the Nevada Insurance Administration to a new level of monitoring health plans for network adequacy. It introduces efficiency and agility to the old reporting models, delivered via a spreadsheet. The Quest Cloud Services™ eliminates all the heavy lifting of network adequacy

validation, and it empowers the regulators with the information needed to monitor health plans. Below are some of the benefits:

- ***Scalable – if reviews ever needed to be done more frequently, the only requirement is for the health plans to submit their updated provider networks***
- ***Inter-changeable – if new specialties needed to be added, the model allows for adjusting to account for other specialties that are included on the network adequacy data templates***
- ***Transparent – the solution will provide the state with intelligence into the data impacting the analysis***
- ***Interactive – having access to the information in the Cloud allows for an interactive review of the results***

The Process

Quest Analytics will take the data from SERFF that will be uploaded into the Quest Cloud Services™ during the various review periods allowing for the state to consume the results. The Service would then process each of the requests and generate the Network Adequacy Scorecard (Analysis) for review and approval.

Prior to loading any health plan's network into an analysis Quest Analytics will flag and exclude those providers who have been deactivated (deceased) in addition to those who are on the OIG exclusion list in addition to any invalid addresses.

Quest Analytics will create a sample beneficiary file based on the population patterns in the state that will allow for fair comparisons between any health plan that participates in the same geographic region.

While the state's delivery of the information will be in a web-based browser, it also supports downloading the results for efficient communication to the health plans via excel.

The State of Nevada will benefit from Quest Analytics experience in developing the technology that is used at the Federal level by The Centers for Medicare & Medicaid Services (CMS), to approve and monitor health plans for Network Adequacy for Medicare Advantage, Dual Demonstration Programs and the Federal Marketplace.

VALUE – Network Adequacy is at the core of all that we do!

What positions Quest Analytics uniquely for this engagement is our history, experience and foresight. We will work in partnership and provide the State of Nevada with a solution that not only meets your

needs today, but provides the foundation for the future. Our Cloud-based solution is already implemented and in use by other States such as California, New Jersey and New York. The Quest Cloud Services™ will enhance your near-term goals of monitoring health plans as well as provide you with an adaptable automated solution for the future as additional or new measurements need to be reviewed. We are uniquely positioned and understand all aspects of the project, from consistent data delivery to a proven system to deliver the analysis.

3.1.10 Provide a brief description of the length of time vendor has been providing services described in this RFP to the public and/or private sector.

Quest Analytics has been providing Access and Adequacy solutions for the past fourteen years. We are uniquely positioned and provide these tools to health plans, Government Agencies and Consultant and Brokers. When you partner with Quest Analytics, you also get our years of industry insight in creating an efficient solution.

3.1.11 Financial information and documentation to be included in accordance with ***Section 8.5, Part III – Confidential Financial Information***.

3.1.11.1 Dun and Bradstreet Number ***- 189815942***

3.1.11.2 Federal Tax Identification Number ***- 300381293***

3.1.11.3 The last two (2) years and current year interim:

A. Profit and Loss Statement ***- Included in Part III Confidential Financial Information***

B. Balance Statement ***- Included in Part III Confidential Financial Information***

3.2 SUBCONTRACTOR INFORMATION

Subcontractors are defined as a third party, not directly employed by the contractor, who shall provide services identified in this RFP. This does not include third parties who provide support or incidental services to the contractor.

3.2.1 Does this proposal include the use of subcontractors?

Yes		No	***X***

If "Yes", vendor shall:

3.2.1.1 Identify specific subcontractors and the specific requirements of this RFP for which each proposed subcontractor shall perform services.

3.2.1.2 If any tasks are to be completed by subcontractor(s), vendors shall:

A. Describe how the work of any subcontractor(s) shall be supervised, channels of communication shall be maintained and compliance with contract terms assured; and

B. Describe your previous experience with subcontractor(s).

3.2.1.3 Provide the same information for any proposed subcontractors as requested in ***Section 3.1, Vendor Information***.

3.2.1.4 Vendor shall not allow any subcontractor to commence work until all insurance required of the subcontractor is provided to the vendor.

3.2.1.5 Vendor shall notify the using agency of the intended use of any subcontractors not identified within their original proposal and provide the information originally requested in the RFP in ***Section 3.2, Subcontractor Information***. The vendor shall receive agency approval prior to subcontractor commencing work.

3.3 BUSINESS REFERENCES

3.3.1 Vendors shall provide a minimum of three (3) business references from similar projects performed for private and/or public sector clients within the last five (5) years.

Requested references included:

STATE REFERENCES

- ***State of California, California Department of Insurance***
- ***State of New Jersey – Department of Banking & Insurance***
- ***State of New York – Department of Health***

HEALTH PLAN REFERENCES

- ***Ameritas***
- ***Health Care Services Corporation***
- ***United Healthcare***

3.3.2 Vendors shall submit ***Attachment E, Reference Questionnaire*** to their business references.

3.3.3 It is the vendor's responsibility to ensure that completed forms are received by the Purchasing Division on or before the deadline as specified in ***Section 7, RFP Timeline*** for inclusion in the evaluation process. Reference Questionnaires not received, or not complete, may adversely affect the vendor's score in the evaluation process.

3.3.4 The State reserves the right to contact and verify any and all references listed regarding the quality and degree of satisfaction for such performance.

3.4 VENDOR STAFF RESUMES

A resume shall be completed for each proposed key personnel responsible for performance under any contract resulting from this RFP per ***Attachment F, Proposed Staff Resume. – Included in Attachment F.***

PROPOSED STAFF RESUME FOR RFP 3509

A resume must be completed for all proposed prime contractor staff and proposed subcontractor staff.

Company Name Submitting Proposal:	***Quest Analytics, L.L.C.***

Check the appropriate box as to whether the proposed individual is prime contractor staff or subcontractor staff.

Contractor:	***X***	**Subcontractor:**	

The following information requested pertains to the individual being proposed for this project.

Name:	***John P. Weis***	**Key Personnel: (Yes/No)**	***Yes***
Individual's Title:	***Co-Founder & CEO***		
# of Years in Classification:	***14***	**# of Years with Firm:**	***14***

BRIEF SUMMARY OF PROFESSIONAL EXPERIENCE

Information should include a brief summary of the proposed individual's professional experience.

John P. Weis is Co-Founder and President of Quest Analytics. He and his partner founded Quest Analytics in the summer of 2003. John has over 25 years of experience in health care analysis solutions. John's role in evolving simple access to adequacy at Quest Analytics has provided the market with a paradigm shift in how health plans are being evaluated and measured for program participation. He has been instrumental in expanding desktop solutions to fully integrated Server/API delivery tools to automated cloud-based solutions.

Prior to founding Quest Analytics, he was a senior member of the Sales and Consulting teams for GeoAccess. There he led the teams that developed software applications that became the industry standard for measuring healthcare network access, pioneered the industry's first online healthcare provider directories.

His understanding of the industry was created from his roots at Prudential Insurance Company, where he brings a deep understanding of the challenges faced by the carriers.

RELEVANT EXPERIENCE

Information required should include: timeframe, company name, company location, position title held during the term of the contract/project and details of contract/project.

2003-present: Quest Analytics, Appleton, WI - Co-Founder & President

1995-2003: GeoAccess, Overland Park, KS - Director of Sales and Consulting

1988-1995: Prudential Insurance Company, Phoenix, AZ, Minneapolis, MN, Atlanta, GA

EDUCATION

Information required should include: institution name, city, state, degree and/or Achievement and date completed/received.

University of Wisconsin – Marshfield, WI – 1984-1985
DeVry Institute of Technology, Lombard, IL – Business Administration - 1985.

CERTIFICATIONS

Information required should include: type of certification and date completed/received.

N/A

REFERENCES

A minimum of three (3) references are required, including name, title, organization, phone number, fax number and email address.

Greg Buglio
System Analyst - Health Insurance Specialist
Centers for Medicare & Medicaid Services
gregory.buglio@cms.hhs.gov
(410) 786-6562

Bruce Hinze
Attorney IV / Senior Health Policy Attorney
California Department of Insurance
bruce.hinze@insurance.ca.gov
(415) 538-4392

Erin Clem
Senior Director Network Integrity
WellCare
erin.clem@wellcare.com
(813) 206-1606

PROPOSED STAFF RESUME FOR RFP 3509

A resume must be completed for all proposed prime contractor staff and proposed subcontractor staff.

Company Name Submitting Proposal:	***Quest Analytics, L.L.C.***

Check the appropriate box as to whether the proposed individual is prime contractor staff or subcontractor staff.

Contractor:	***X***	**Subcontractor:**	

The following information requested pertains to the individual being proposed for this project.

Name:	***David H. Hill***	**Key Personnel: (Yes/No)**	***Yes***
Individual's Title:	***Co-Founder & CTO***		
# of Years in Classification:	***14***	**# of Years with Firm:**	***14***

BRIEF SUMMARY OF PROFESSIONAL EXPERIENCE

Information should include a brief summary of the proposed individual's professional experience.

David Hill is Co-Founder and Chief Technology Officer of Quest Analytics. He and his partner founded Quest Analytics in the summer of 2003. David has over 25+ years of experience in commercial software development.

Prior to founding Quest Analytics, he was a founding employee and Chief Software Architect for GeoAccess, started in 1991. There he developed software applications that became the industry standard for measuring healthcare network access, designed the systems that hosted the vast majority of online healthcare provider directories at that time and built architected online data management systems to collect, store and manage provider credentialing information.

From early 2000 to late 2001, Mr. Hill was the Director of Software Engineering for NetSales, an e-Commerce company, where he designed and built online B2B systems that integrated e-Procurement hubs with product suppliers and front-end client websites.

Prior to that, David worked for Towers Perrin, a nationwide healthcare consulting firm, where he pioneered many technologies that leveraged geographic information systems to assist large employers and consultants in selecting managed healthcare networks. His previous experience also includes developing database driven software applications for Kansas City Life Insurance.

RELEVANT EXPERIENCE

Information required should include: timeframe, company name, company location, position title held during the term of the contract/project and details of contract/project.

2003-present: Quest Analytics, Independence, MO - Co-Founder & CTO

2001-2003: GeoAccess/Ingenix, Lenexa, KS - Chief Software Architect

2000-2001: NetSales, Overland Park, KS - Director of Software Engineering

1991-2000: GeoAccess, Overland Park, KS - Director of Software Engineering

1988-1991: Towers Perrin, Overland Park, KS - Software Engineer

EDUCATION

Information required should include: institution name, city, state, degree and/or Achievement and date completed/received.

DeVry Institute of Technology, Kansas City, MO – B.S., Computer Information Systems – 02/1988.

CERTIFICATIONS

Information required should include: type of certification and date completed/received.

N/A

REFERENCES

A minimum of three (3) references are required, including name, title, organization, phone number, fax number and email address.

Anita Shields
Manager Group Business Systems
Ameritas Life Insurance Corp.
ashields@ameritas.com
(402) 309-2083

Sheryelee Loveall
Director, NDAR Medicare & Retirement Reporting
United HealthCare Services Inc
sheryelee_v_loveall@uhc.com
(813) 541-3617

Dharma Djajadi
Health Data Analysis Consultant
Blue Shield of California
dharma.djajadi@blueshieldca.com
(818) 228-2527

PROPOSED STAFF RESUME FOR RFP 3509

A resume must be completed for all proposed prime contractor staff and proposed subcontractor staff.

Company Name Submitting Proposal:	***Quest Analytics, L.L.C.***

Check the appropriate box as to whether the proposed individual is prime contractor staff or subcontractor staff.

Contractor:	***X***	**Subcontractor:**	

The following information requested pertains to the individual being proposed for this project.

Name:	***Linda Borths***	**Key Personnel: (Yes/No)**	***Yes***
Individual's Title:	***Chief Operations Officer***		
# of Years in Classification:	***1***	**# of Years with Firm:**	***10***

BRIEF SUMMARY OF PROFESSIONAL EXPERIENCE

Information should include a brief summary of the proposed individual's professional experience.

Since January of 2008, I have grown my professional career and expertise at Quest Analytics; starting as a sales professional to leading the sales and client services organization to my current position as Chief Operations Officer. My responsibilities have included growing sales thru a commitment to active listening and taking care of the needs of clients. I have worked directly with a wide range of clients who have a need for consulting services related to the Quest Analytics Suite and Network Adequacy solutions. Over time, I have become a subject matter expert in CMS Network Adequacy submissions, the CCIIO Federal Marketplace requirements and various state Medicaid & CHIP, State Marketplace and DOI requirements. In addition to working directly with clients, I also work with our internal client services, consulting and sales team to grow their knowledge and expertise of the Quest Analytics Suite and our niche in the industry. Lastly, I work with our software development and cloud development teams on new implementations and key product recommendations based on changing trends in the industry.

RELEVANT EXPERIENCE

Information required should include: timeframe, company name, company location, position title held during the term of the contract/project and details of contract/project.

January 2008-present Quest Analytics, L.L.C, Appleton, WI, Chief Operations Officer

During my tenure at Quest Analytics I have worked with the hundreds of health plan clients assisting and completing their network adequacy reviews and submissions. These plans include but are not limited to Aetna, AmeriHealth Caritas, Blue Shield of California, Elderplan, Gateway, Harvard Pilgrim, Humana, Network Health Plan, United Healthcare, etc.

I have also worked directly with Federal and State regulatory entities on their implementation and ongoing network adequacy and/or directory accuracy reviews with Quest Analytics. Most notably and recently, these include the Centers for Medicare & Medicaid Services, Center for Consumer Information and Insurance Oversight (CCIIO), the states of California, Florida, Massachusetts, New Jersey and New York.

EDUCATION

Information required should include: institution name, city, state, degree and/or Achievement and date completed/received.

University of Wisconsin - Green Bay
Green Bay, WI
Bachelor's Degree-Business Administration
May 1993

CERTIFICATIONS

Information required should include: type of certification and date completed/received.

N/A

REFERENCES

A minimum of three (3) references are required, including name, title, organization, phone number, fax number and email address.

Bob Tavernier
Manager, Government Programs Division/Dev. Planning and Business Solutions
Health Care Service Corporation
tavernierr@bcbsil.com
(312) 653-8682

Kate Bliss
Research Scientist III
New York State Department of Health
kate.bliss@health.ny.gov
(518) 486-1949

Kevin Beagan
Deputy Commissioner, Health Care Access Bureau
State of Massachusetts
kevin.beagan@state.ma.us
(617) 521-7323

STAFF RESUME FOR RFP 3509

A resume must be completed for all proposed prime contractor staff and proposed subcontractor staff.

Company Name Submitting Proposal:	***Quest Analytics, L.L.C.***

Check the appropriate box as to whether the proposed individual is prime contractor staff or subcontractor staff.

Contractor:	***X***	**Subcontractor:**	

The following information requested pertains to the individual being proposed for this project.

Name:	***Scott St.John***	**Key Personnel: (Yes/No)**	***Yes***
Individual's Title:	***Director of Software Engineering***		
# of Years in Classification:	***5***	**# of Years with Firm:**	***9***

BRIEF SUMMARY OF PROFESSIONAL EXPERIENCE

Information should include a brief summary of the proposed individual's professional experience.

25+ years working as a software engineer providing professional applications to the managed healthcare industry to improve accuracy and speed of processing analytical and statistical data results. Experienced with multiple desktop, server and online applications with proficiency in C#, C++ and .NET.

12 years in the United States Air Force as an Instrumentation Technician. Worked research and development of munition systems by building instrumentation systems using assembly programming language for embedded microprocessor systems.

RELEVANT EXPERIENCE

Information required should include: timeframe, company name, company location, position title held during the term of the contract/project and details of contract/project.

2008-Present: Quest Analytics: Senior Software Engineer and Director of Software Engineering architecting, developing and maintaining the Quest Analytics suite of products. Design and implemented the update of the Quest application from MFC C++ application to a WPF C# application. Lead a team of software engineers to update and maintain the Quest desktop, server, and cloud versions and the 3rd party data updates and processing.

2006-2008: Jack Henry & Associates: Senior Software Engineer in the NetTeller online banking software group. Lead the team developing the online electronic bank statement publishing and delivery system (ESI).

1993-2006: GeoAccess/Ingenix: Senior Software Engineer developing the GeoNetworks, DirectoryExpert and CAQH applications in addition to building and maintaining the MFC infrastructure components.

EDUCATION

Information required should include: institution name, city, state, degree and/or Achievement and date completed/received.

1982-85 Okaloosa Walton Junior College, Niceville, FL. Associate Degree program. No degree.
1985-87 Troy State University, Eglin AFB, FL campus. Computer Science program. No degree.

CERTIFICATIONS

Information required should include: type of certification and date completed/received.

N/A

REFERENCES

A minimum of three (3) references are required, including name, title, organization, phone number, fax number and email address.

Insert here a minimum of three (3) references with the above information.

Kalidas Karunamoorthy
Senior Operations Analyst
CGI Federal Inc
kalidas.karunamoorthy@cgifederal.com
(703) 227-4614

Bryan Parker
Consultant, Network Finance and Filing
Humana
bparker@humana.com
(502) 580-0344

Joel Portman
Manager, Network Development
Centene
jportman@centene.com
(314) 445-0268

PROPOSED STAFF RESUME FOR RFP 3509

A resume must be completed for all proposed prime contractor staff and proposed subcontractor staff.

Company Name Submitting Proposal:	***Quest Analytics, L.L.C.***

Check the appropriate box as to whether the proposed individual is prime contractor staff or subcontractor staff.

Contractor:	***X***	**Subcontractor:**	

The following information requested pertains to the individual being proposed for this project.

Name:	***Todd Majewski***	**Key Personnel: (Yes/No)**	***Yes***
Individual's Title:	***Implementation Consultant***		
# of Years in Classification:	***1***	**# of Years with Firm:**	***1***

BRIEF SUMMARY OF PROFESSIONAL EXPERIENCE

Information should include a brief summary of the proposed individual's professional experience.

January 2017 – Present
Cloud Implementation Consultant, Quest Analytics, LLC.

August 1999 – December 2016
Project Manager, Vice President/GIS Analyst, Silvics Solutions, LLC (Formerly Metsys Solutions, Inc.)

RELEVANT EXPERIENCE

Information required should include: timeframe, company name, company location, position title held during the term of the contract/project and details of contract/project.

I have served as the primary implementation consultant for a number of health plan customers including AmeriHealth Caritas, BlueCross BlueShield of Tennessee, Meridian Health Plan, Clover Health, Community Health Choice, Health Alliance Medical Plans, NextLevel Health and Providence Health & Services.

Most relevant, I am the project manager for the State of New Jersey Department of Banking and Insurance, overseeing the end to end process of health plan notifications, data collection and the quarterly network adequacy reviews.

EDUCATION

Information required should include: institution name, city, state, degree and/or Achievement and date completed/received.

University of Wisconsin - Whitewater
Bachelor of Science May 1999
Major: Geography Emphasis: Physical and Environmental
Minor: Individualized (Science)

CERTIFICATIONS

Information required should include: type of certification and date completed/received.

N/A

REFERENCES
A minimum of three (3) references are required, including name, title, organization, phone number, fax number and email address.

Holly Gaenzle
Chief, Office of Managed Care
State of New Jersey Department of Banking and Insurance
holly.gaenzle@dobi.state.nj.us
(609) 292-7272 x50308

Kevin Leonard
Sr. Provider Performance Analyst
AmeriHealth Caritas
kleonard@amerihealthcaritas.com
(215) 863-5874

David Schlosser
Senior Care Product Performance Manager
BlueCross BlueShield of Tennessee
david_schlosser@bcbst.com
(423) 535-7349

PROPOSED STAFF RESUME FOR RFP 3509

A resume must be completed for all proposed prime contractor staff and proposed subcontractor staff.

Company Name Submitting Proposal:	***Quest Analytics, L.L.C.***

Check the appropriate box as to whether the proposed individual is prime contractor staff or subcontractor staff.

Contractor:	***X***	**Subcontractor:**	

The following information requested pertains to the individual being proposed for this project.

Name:	***Chris Ciesla***	**Key Personnel: (Yes/No)**	***Yes***
Individual's Title:	***Senior Implementation Consultant***		
# of Years in Classification:	***2***	**# of Years with Firm:**	***5***

BRIEF SUMMARY OF PROFESSIONAL EXPERIENCE

Information should include a brief summary of the proposed individual's professional experience.

March 2013 – Current: Quest Analytics – Training/Supporting/Consulting clients on how to leverage Quest Analytics to best support their network adequacy and accuracy reporting requirements.

March 2010 – February 2013: Boston Financial Data Services – Assisted financial brokers and shareowners opening up and servicing Mutual Fund accounts.

RELEVANT EXPERIENCE

Information required should include: timeframe, company name, company location, position title held during the term of the contract/project and details of contract/project.

During my career at Quest Analytics, I have supported and trained clients on their day to day usage and implementation of the Quest Analytics Suite™. Over the last 2 years, I have worked with clients on their initial implementations and ongoing Network Adequacy reviews within the Quest Cloud Services™, serving as an extension of their network team. Some specific examples include:

Quest Cloud Services™ - Weekly or monthly network data inspections, trending and network adequacy reviews for clients like BlueCross BlueShield of South Carolina, Cambia Health Solutions, CareMore Health Plan, CareOregon, Harvard Pilgrim, Health Choice, Kaiser Permanente, Medica, Providence Health Plan and UPMC.

Ad Hoc Consulting Projects – Running reports with client data utilizing the Quest Analytics Suite™, including clients like AvMed, BlueShield California, Health Plan of San Mateo, Neighborhood Health Plan and Presbyterian Health Plan.

M.O.R.E. Analysis (Market Opportunity and Return on Expansion) – Created a tool, complimentary to our clients, to recognize and understand the potential return on investment for expanding their Medicare network into other counties for future filings.

EDUCATION

Information required should include: institution name, city, state, degree and/or Achievement and date completed/received.

B.A. Communication (2009) – University at Buffalo, Buffalo, NY.

CERTIFICATIONS
Information required should include: type of certification and date completed/received.

N/A

REFERENCES
A minimum of three (3) references are required, including name, title, organization, phone number, fax number and email address.

Bridgette Garcia
Executive Director Provider Network Relations
Presbyterian Health Plan
bgarcia5@phs.org
(505) 923-6677

Gina Higley
Provider Network Integrity
Providence Health Plan
gina.higley@providence.org
(503) 574-6685

Alyssa Diroll
Network Development Specialist
UPMC Health Plan
borisam@upmc.edu
(412) 454-8333