Suite 401 DNA Building 238 Archbishop Flores St. Hagåtña, Guam 96910



TRANSMITTAL

	Mr. Edward M. Birn Director Department of Administration 590 South Marine Corps Drive, ITC Building, Suite 224 Tamuning, Guam 96913 Phone: (671) 475-1101/1250	From:	Benjamin J.F. Cruz Public Auditor Office of Public Accountability
То:	Fax: (671) 477-6788 Email: edward.birn@doa.guam.gov Mr. D. Graham Botha, Esq. Counsel for General Service Agency ITC Bldg., 2 nd floor 590 S. Marine Corps. Drive Tamuning, Guam 96913 Phone: (671) 475-2709/10 Fax: (671) 477-2493 Email: graham.botha@gsadoa.guam.gov	Pages:	15 (including cover page)
	Mr. Louie J. Yanza, Esq. Attorney for Appellant TakeCare Insurance Company, Inc. Law Office of Louie J. Yanza, P.C.	Date:	March 6, 2024
CC:	MVP Building 862 S. Marine Corps. Dr., Ste. 203 Tamuning, Guam 96913 Phone: (671) 989-3009 Email: <u>admin@jurisguam.com;</u> <u>lyanza@jurisguam.com</u>	Phone: Fax:	(671) 475-0390 x. 204 (671) 472-7951
Re:	OPA-PA-24-003 Decision		

□ For Review

Comments:

Please acknowledge receipt of this transmittal by re-sending this cover page along with your firm or agency's receipt stamp, date, and initials of receiver.

✓ Please Reply

□ Please Comment

Thank you, Jerrick Hernandez, Auditor jhernandez@guamopa.com

□ Please Recycle

This facsimile transmission and accompanying documents may contain confidential or privileged information. If you are not the intended recipient of this fax transmission, please call our office and notify us immediately. Do not distribute or disclose the contents to anyone. Thank you.



BEFORE THE PUBLIC AUDITOR PROCUREMENT APPEALS TERRITORY OF GUAM

In the Appeal of

TakeCare Insurance Company, Inc.,

Appellant.

Appeal No: OPA-PA-24-003

DECISION

I. INTRODUCTION

This is the Decision of the Public Auditor, pursuant to 2 G.A.R. § 12110, for Appeal No. OPA-PA-24-003. Appellant TakeCare Insurance Company, Inc. ("TakeCare") filed its appeal on September 18, 2024, for review of the Department of Administration's ("DOA") actions related to Request for Proposal No. DOA/HRD/EB-RFP-GHI-25-001, the FY 2025 Government of Guam Group Health Insurance (the "RFP"). The Appeal was heard on January 25, 2025, before Public Auditor Benjamin J. F. Cruz. Louie J. Yanza, Esq. appeared on behalf of Appellant TakeCare, and D. Graham Botha, Esq. appeared for Respondent DOA. Findings of Fact and Conclusions of Law were filed by TakeCare and DOA on February 10, 2025.

II. JURISDICTION: STANDARD REVIEW

The decision of the Public Auditor under appeal is authorized by 5 G.C.A. § 5703. The determination of an issue, the findings of fact, and the decision of the Public Auditor are as stated in 5 G.C.A. § 5704.

1	III. FINDINGS OF FACT	
2	The Public Auditor shall have the power to review and determine de novo any matter	
3	properly submitted. 5 G.C.A. § 5703 (a), and in reaching this Decision, has considered and	
4	incorporates herein the procurement record and all documents submitted by the parties, and has	
5		
6 7	considered the testimony and arguments made during the hearing held on January 25, 2024. Based	
8	on the aforementioned record in this matter, the Public Auditor makes the following findings of fact:	
o 9	1. On May 23, 2024, DOA issued the RFP, which sought administrators or insurance	
9 10	companies to administer the Government of Guam's self-insured group health insurance	
10	program. DOA was seeking proposals for an exclusive Third Party Administrator ("TPA")	
12	to administer for medical (to include vision), pharmacy, and or dental services.	
13	2. The RFP was acknowledged by six potential TPAs, but proposals were only received from	
14	four (4) TPAs on June 18, 2024: NetCare Life & Health (NetCare), Calvo's SelectCare	
15	Insurance, Inc. (SelectCare), Island Home Insurance Company (StayWell) and TakeCare.	
16	All four TPAs submitted proposals for medical, pharmacy and dental.	
17	3. The RFP required "All offerors must submit a cost proposal for an exclusive proposal. This	
18	cost proposal would apply under an exclusive arrangement. Please see Exhibit E. All offerors are required to submit for a self-funded medical, to include pharmacy and	
19 20	vision, and/or self- funded dental premiums and rates at a minimum. This information will be used along with current enrollment information to assist the	
20	Negotiating Team and its consultant in analyzing the cost portion of the proposal."	
21 22	4. Exhibit E of the RFP indicated "Premium Retention Quotation See Attached", but there	
22	was no attachment.	
23	5. The RFP Proposal evaluation and negotiation procedure section identified five phases.	
25	6. In Phase I, proposals were initially screened to determine whether the minimum	
26	requirements specified in the RFP were met.	
27		
28		
	2	

1	7. In Phase II, the Negotiation Team evaluated and ranked proposals using a relative weight
2 3	assignment to the factors rated on a scale from zero (0) to one hundred (100), with zero (0)
4	for no response and one hundred (100) being the highest possible score. For purposes of
5	evaluations, exclusive proposals were evaluated and ranked together. The offerors were
6	ranked in accordance with the number of total points.
7	8. The Negotiating Team evaluated all proposals and voted to invite all four TPAs to advance
8	to Phase III due to close scores.
9	9. During Phase III negotiations, the Team evaluated the medical, pharmacy, and dental
10 11	proposals, including the financial terms.
12	10. Milliman Inc., the government actuarial consultant, conducted a financial analysis of the
13	TPAs' pricing terms, which the Negotiating Team members were instructed to consider in
14	the final ranking of the pricing terms
15	11. In Phase IV, proposals were evaluated with final ranking of exclusive contracts and
16	recommendation of the most economical and beneficial offer to the Governor. The RFP
17	states that "the negotiating team shall determine which of the TPAs offering exclusive
18 19	coverage will be best for the Government, and for the top two medical and dental TPAs to
20	the Governor for selection of one medical (inclusive of vision), contract, one pharmacy,
21	and one dental contract."
22	12. The negotiating team recommended that TakeCare be awarded the exclusive TPA contract
23	for medical, pharmacy benefits, and dental benefits, with the second option to award
24	SelectCare the exclusive TPA contract for medical and pharmacy benefits, and NetCare the
25 26	exclusive TPA contract for dental benefits, and this recommendation in the form of the
26 27	Health Insurance Team Recommendation was provided to the Governor on August 9, 2024.
28	

13. During Phase V, the contracting stage, the Governor decided whether to accept the recommendation of the Negotiating team. The Governor made a selection on August 13, 2024 and selected SelectCare for medical and pharmacy benefits, and NetCare for dental benefits. (Ex C, pgs. 1169-1187).

TPA Notices regarding selection and non-selection were sent out on August 14, 2024 (Ex E, pgs. 1241-1266).

15. TakeCare filed a protest on August 27, 2024, and the protest was denied by DOA on September 4, 2024. In its denial of protest letter, DOA stated "Lower costs are not solely based on TPA fees, but also expected claims costs. This total makes up the total funding rates that influence overall cost. The Negotiating Team's third-party actuaries conducted an independent evaluation of the cost of each proposal that included the overall costs."

16. TakeCare filed an appeal to the OPA on September 18, 2024.

17. On September 19, 2024, the Attorney General of Guam approved DOA's Declaration of Substantial Interest, which determined that the award of the contract without delay is necessary to protect substantial interests of the Territory in accordance with 5 GCA §5425(g), citing an imminent threat to public health, safety and welfare.

18. The formal evidentiary hearing was held on January 23, 2025, before the Public Auditor.

IV. ANALYSIS

A. TAKECARE'S ALEGATION THAT DOA UTILIZED CRITERIA NOT CITED IN RFP TO DETEMINE MOST RESPONSIVE AND RESOPINSIBLE BIDDER IS VALID.

In its appeal, TakeCare alleges DOA issued an RFP that did not state that claims cost were to be part of the responsive bid. DOA required claims cost to be part of the responsive bid but did not specifically state anywhere that the RFP required claims cost, but only for TPA fees. Moreover, DOA's consulting group, Milliman Inc. improperly adjusted TakeCare's provider reimbursement cost by .02% without adjusting for SelectCare. Therefore, TakeCare was not on a level playing field with SelectCare.

Mr. Arvin Lojo, TakeCare's Health Plan Administrator, testified that during TakeCare's review of the RFP, nowhere did DOA require the bidder to provide what the claims cost will be. Rather, Exhibit E of the RFP only required what the bidder's TPA fees would be.

In Appellant's Exhibit 2, which contained the relevant pages of TakeCare's bid, they only submitted what TakeCare's TPA fees would be. For example, PPO 1500, HAS 2000, RSP, TakeCare proposed \$20.50 for medical and \$2.00 for pharmacy per employee per month ("PEPM"). In contrast, Mr. Lojo pointed out that in the 2024 RFP, DOA specifically required not only the TPA fees, but also the claims cost. As seen in Appellant's Exhibit 6, TakeCare's proposed bid for 2024 RFP, in section 3.a, the base diagnostic and preventative cost per covered life per month is \$68.75. In section 4.a, this base cost is adjusted by \$7.69 and \$1.73 for utilization and unit cost, respectively for both FY 2022 to FY 2023 and FY 2023 to FY 2024. Similarly, under the same exhibit 6, basic and restorative procedures had a base cost of \$36.76 and this was adjusted by \$4.12 and \$0.93, respectively for the same factors and period. See Appendix 1 of this decision.

The exhibits for Exhibit E of the 2025 RFP and Exhibit E of the 2024 RFP are different in that the 2024 RFP requires the bidder to submit its expected claims cost. Nowhere does Exhibit E inquire on what the claims costs will be. See Appendix 2 of this decision. As such, it was unreasonable for DOA to include claims costs without notifying the bidders or potential bidders to include claims cost in their bid. In addition, DOA did not determine TakeCare's bid was non responsive for providing the claims cost as required in the Exhibit E form for FY 2024 and not including claims cost in the required Exhibit E form for FY 2025.

In addition, Mr. Lojo testified that Milliman Consulting adjusted provider reimbursements on TakeCare's bid without adjusting for SelectCare. This resulted in TakeCare having a higher bid than what it should have been. For example, in Appendix B page 13 of the Governor's Briefing, Milliman adjusted at 1.02 for TakeCare but not for SelectCare and kept it at 1.00. As a result, TakeCare's bid was considerably higher, despite it being the lowest responsive bidder and the negotiating team recommending TakeCare be awarded the TPA.

Ms. Barbara Dewey of Milliman Consulting testified and acknowledged that TakeCare was adjusted for provider reimbursement. However, Ms. Dewey admitted that she did not know the actual provider reimbursement since bidders only provide the range of what their provider reimbursement fee is.

Mr. Edward Birn, the Director of DOA testified that the claims cost is always considered in awarding the bid, but nowhere did Mr. Birn point out that the RFP required the bidder to provide claims cost.

Adherence to the plain language of the RFP, is essential for bidders and the integrity of the procurement system. <u>Baldridge v. Government Printing Office</u>, 513 Fed. Appx. 965, 967 (Fed. Cir. 2013) ("If the plain language of the IFB unambiguously called for delustered laminate film, that language controls."); <u>Professional Bldg. Concepts, Inc. v. City of Cent. Falls Housing Authority</u>, 783 F.Supp. 1558, 1563 (U.S. Dist. R.I. 1992), aff'd <u>Professional Bldg. Concepts, Inc. v. City of Cent Falls</u>, 974 F.2d. 1 (1st Cir. 1992). ("Unless ambiguous, it is the language of the IFB which controls the form that a big guarantee must take").

In <u>DFS Guam LP v. GIAA</u>, 2020 Guam 20, one of the many Guam Supreme Court opinions concerning the years long dispute concerning the concession contract at the airport, the Court addressed the issue of whether additional benefits to GIAA could be considered as part of the award

of the concession contract. The additional benefits were not a part of the criteria contained in the

bid specifications. As part of its analysis upholding the trial court's denial of summary judgment,

the Court stated:

Regardless of whether GIAA was required to obtain a concessions contract pursuant to an IFB or an RFP-an issue that the parties continue to dispute-GIAA was obligated to evaluate the proposals only according to evaluation criteria set forth in the solicitation. See 5 GCA §§ 5211(e), 5216(c), 5216(e) (2005); see also 2 GAR Div. 4 §§ 3109(c)(2)(B), (n), 3114(f)(2); cf. 5 GCA § 5030(t) (as used in the Procurement Code, "[s]hall denotes the imperative"). "It is 'hornbook law that agencies must evaluate proposals and make awards based on the criteria stated in the solicitation." NEO, LLC v. United States, 88 Fed. Cl. 38, 47 (2009) (quoting Banknote Corp. of Am., Inc. v. United States, 56 Fed. Cl. 377, 386 (2003)). Doing so broadly supports the underlying policies and purpose of the Procurement Code. See 5 GCA § 5001(b); accord Fairbanks N. Star Borough Sch. Dist. v. Bowers Office Prods., Inc., 851 P.2d 56, 58 (Alaska 1992) ("[A] government agency which solicits bids for goods or services has an implied contractual duty to fairly and honestly consider bids"). Accordingly, if the evaluation criteria do not permit GIAA to consider the additional benefits included in Lotte's proposal, then GIAA would not be entitled to judgment as a matter of law on DFS's out-of-scope-benefit claims. In order to resolve this question, we therefore must analyze the RFP itself.

DFS Guam LP v. GIAA, 2020 Guam 20 ¶ 136.

In accordance with Guam law and as confirmed by DFS v. GIAA, DOA is required to only consider the criteria in the bid specifications when evaluating and ultimately awarding a contract. Guam law does not permit DOA to base its award of the GovGuam health insurance contract on an undisclosed specification. "No criteria may be used in bid evaluation that are not set forth in the Invitation for Bids." 5 GCA § 5211 (e). By relying on claims cost, which is not an item contained in the bid specifications, DOA prevented all bidders, including TakeCare, from making an intelligent evaluation and bid. By placing TakeCare at an unfair disadvantage, DOA did not "ensure the fair and equitable treatment of all persons who deal with the procurement system of Guam." 5 G.C.A. § 5001(b)(4) and 2 G.A.R., Div. 4 Chap. 1, § 1102(3)

A similar incident took place in Browning-Ferris Indus. v. City of Lakawanna, 204 A.D.2d 1047 (N.Y. App. Div. 1994). In that case, the city awarded a waste disposal contract to a company based

28

21

22

23

24

25

26

1 on a criterion that was not specified in the contract documents. Specifically, the city improperly 2 considered the distance from the Lackawanna City garage to each bidder's disposal site. The City 3 argued that the criterion was properly considered as mileage and travel time would factor into which 4 bid resulted in the lowest actual cost to the City. The Court was not convinced. 5 6 Relying on principles very similar to provisions in the Guam Procurement Law, the Court in 7 Browing-Ferris stated that: 8 It is well settled that a municipal service contract is governed by the provisions of article 5-A of the General Municipal Law, which are designed "with the dual purposes of fostering 9 honest competition and also to guard against favoritism, improvidence, extravagance, fraud 10 and corruption" (Le Cesse Bros. Contr. v Town Bd., 62 AD2d 28, 31, affd on opn below 46 NY2d 960). To promote those purposes, a municipality is obligated, "in advance of bidding, 11 to convey in precise terms to prospective bidders the exact basis on which the contract will be awarded, so that each such bidder will be enabled to make an intelligent evaluation and 12 bid" (Matter of Suffolk Roadways v Minuse, 19 AD2d 888, 889; see also, Matter of Progressive Dietary Consultants of N.Y. v Wyoming County, 90 AD2d 214, 217). 13 Furthermore, the municipality "is required to furnish specifications which state the nature of 14 the work as definitely as practicable and which contain all the information necessary to enable bidders to prepare their bids" and "it must award the contract on the basis provided 15 for in the specifications and determine the 'lowest responsible bidder' in accordance with the specifications" (Matter of Progressive Dietary Consultants of N.Y. v Wyoming County, 16 supra, at 217). 17 Browning-Ferris, 204 A.D. 2d at 1047-1048. 18 In the present case, DOA is making a similar argument with respect to the criterion of claims 19 costs. DOA is arguing that claims costs were properly relied upon when it awarded the contract as 20 it would help determine the lowest cost to the Government. The problem with this argument is that 21 22 claims costs were not specified in the bid specifications. As noted above, Guam law does not permit 23 DOA to award the contract based upon an undisclosed specification. By relying on an undisclosed 24 specification, DOA prevented TakeCare from intelligently evaluating all the criteria and submitting 25 a thorough and competitive bid. 26 27 28 8

Guam law requires that an "RFP shall call for a plan that provides a level playing field with current and future private insurers ..." 4 G.C.A. § 4302(c)(11). A level playing field does not by definition exist if DOA adjusted TakeCare's costs without also adjusting SelectCare costs. By doing so, it gave the appearance that TakeCare's TPA fees and rates are higher than SelectCare.

As shown under Exhibit 3 of the submitted procurement appeal exhibits, the underlying claims cost for both SelectCare and TakeCare were the same amounts. However, under the same Exhibit 3, appendix B, TakeCare's claims cost were adjusted by .02% in FY 2022 and 1% in FY 2023 which were not included in SelectCare's claims cost. Apart from considering provider reimbursement, additional consideration should have included benefit design (preferred copayment to preferred providers), provider delivery system (lower copayment at preferred provider) and value-based benefits & services (robust wellness, fitness and disease management programs that are nationally recognized) that contributes to minimizing healthcare costs for the Government of Guam.

The Public Auditor finds that DOA issued an RFP that did not state that claims cost was to be part of the bid evaluation to determine the most responsive bidder. DOA required claims cost to be part of the bid but did not specifically state anywhere that the RFP required claims cost, but only for TPA fees. Moreover, DOA's consulting group, Milliman Inc. improperly adjusted TakeCare's provider reimbursement cost by .02% without adjusting for SelectCare. Therefore, TakeCare was not on a level playing field under 4 G.C.A. § 4302(c)(11), and the Public Auditor finds that DOA violated 5 G.C.A. § 5001(b)(4) and 2 G.A.R., Div. 4 Chap. 1, § 1102(3) and 5 GCA § 5211(e) and 2 G.A.R., Div. 4 Chap. 3, § 3109(n)(1).

B. RATIFYING AND AFFIRMING CONTRACT TO SELECTCARE IS IN THE BEST INTEREST OF THE GOVERNMENT OF GUAM

If after an award it is determined that a solicitation or award of a contract is in violation of law and the person awarded the contract has not acted in bad faith, then the contract may be ratified and affirmed provided that doing so is in the best interest of the Government of Guam. 5 G.C.A. § 5452(a)(1)(A) and 2 G.A.R., Div. 4 Chap. 9, § 9106(1)(a).

As set forth above, DOA used criteria not identified in the RFP, which applied an additional calculation to TakeCare that it did not apply to SelectCare, violating 5 G.C.A. § 5001(b)(4) and 2 G.A.R., Div. 4 Chap. 1, § 1102(3) and 5 GCA § 5211(e) and 2 G.A.R., Div. 4 Chap. 3, § 3109(n)(1). Further, it is undisputed that the RFP was awarded to SelectCare for medical and pharmacy benefits, and there has been no evidence in this matter showing that has acted in bad faith.

On September 19, 2024, the Attorney General of Guam approved a Declaration of Substantial Interest for the RFP to move forward, after TakeCare filed its protest. The contract with SelectCare is about to the reach the halfway mark of its contract period. The Public Auditor finds that the award to SelectCare should be ratified and affirmed for the same reasons as identified in the Declaration of Substantial Interest, and for the fact that switching insurance provides in the middle of the fiscal year could have a direct imminent threat to public health, safety and welfare. However, DOA is admonished for its actions in this RFP, and should ensure future RFPs will clearly include all calculations it will use as criteria when evaluating proposals.

Therefore, in accordance with 5 G.C.A. § 5452(a)(1)(A) and 2 G.A.R. Div. 4, Chap. 9, § 9106(1)(a)(i), DOA may ratify and affirm its RFP contract with SelectCare as it is in the best interest of the Government of Guam. However, the Public Auditor finds that TakeCare is entitled to its reasonable costs incurred in connection with the solicitation, including the bid preparation costs and August 27, 2024 protest, excluding attorney's fees, pursuant to 5 G.C.A. § 5425(h), because there

1	
1	was a reasonable likelihood that it may have been awarded the contract, but for DOA's violation of
2	5 G.C.A. § 5001(b)(4) and 2 G.A.R., Div. 4 Chap. 1, § 1102(3). TakeCare shall submit its costs to
3	DOA no later than thirty (30) days after the date of this decision is rendered, and DOA shall have
4	two (2) weeks to file an objection relating to said costs after the date DOA receives them.
5	
6	V. CONCLUSION
7	Based on the foregoing, the Public Auditor makes the following determinations:
8	A. TakeCare's allegation that DOA utilized criteria not cited in the RFP to determine
9	most responsive and responsible bidder is valid.
10	B. Ratifying and affirming contract to SelectCare is in the best interest of the
11	Government of Guam.
12	
13	C. TakeCare's appeal is hereby GRANTED in part and DENIED in part.
14	D. DOA is admonished for violating of 5 G.C.A. § 5001(b)(4) and 2 G.A.R., Div. 4
15	Chap. 1, § 1102(3) and 5 GCA § 5211(e) and 2 G.A.R., Div. 4 Chap. 3, § 3109(n)(1).
16	E. TakeCare is entitled to its reasonable costs incurred in connection with the
17	solicitation, including the bid preparation costs and August 27, 2024 protest,
18	
19	excluding attorney's fees, pursuant to 5 G.C.A. § 5425(h), because there was a
20	reasonable likelihood that it may have been awarded the contract, but for DOA's
21	violation of 5 G.C.A. § 5001(b)(4) and 2 G.A.R., Div. 4 Chap. 1, § 1102(3).
22	F. The parties shall bear their respective attorney's fees.
23	This is a Final Administrative Decision for Appeal No. OPA-PA-24-003. The Parties are
24	hereby informed of their right to appeal the Public Auditor's Decision to the Superior Court of Guam
24 25	hereby informed of their right to appeal the Public Auditor's Decision to the Superior Court of Guam
	hereby informed of their right to appeal the Public Auditor's Decision to the Superior Court of Guam in accordance with Part D of Article 9 of 5 G.C.A. §5481(a) within fourteen (14) days after receipt
25	

1 2 3 4 5	respective attorneys, in accordance with 5 G.C.A. §5702, and shall be made available for review on the OPA website at <u>www.opaguam.org</u> . DATED this 6th day of March 2025.
6	
7	Topoto
8	BENJAMIN J.F. CRUZ
9	Public Auditor of Guam
10	
11	
12	
13	
14	
15	
16	
17	
18	
19	
20	
21	
22	
23	
24	
25	
26	
27	
28	

1	Appendix 1:	
2	Except from Appellant Exhibit 6	
3		
4	C . O . O	
5	FY 2024 Dental Plan Preparet Administration fais for Evolutive Neupoisal Contract Year Distaber 2023 to September 2020	
6	If lease provide your latitized allowed a casts and proposed admissionative for one are conclusion per accent) (PTPM) basis for denial expenses only Conclusion and proposed admissionative of the conclusion per accent) Per Controlled Compleyee per Month (PEPM) Examined General Administration Cont Cont	
7	Active Classes BLARS ACTIVE AC	
8	28. Please explain what time period you used for your bace period. October 1, 2021 - Minuk 33, 2023 29. Please explain what data you used for your bace period. TakeCare utilized its actual chains experiment for the bace period adjusted haven on the entire consultons and potential nik fame. 30. Please explain what data you used for your bace period. TakeCare utilized its actual chains experiment for the bace period adjusted haven on the entire consultons and potential nik fame. 30. Please period a breakform of your baseline benefit even by the following detece and exprises Active	
9	Clave Utilization per Utilization per Loor lines Offee automit per Auseage cox(5) Auseage cox(6) Auseage cox(6) Ause Auseage cox(5) month (5) per month (5)	
10	Disposition and Proventime 144.49 579:203 578:63 566.75 Basis and Relationative 272.85 518:643 556.81 548.29 588.76 Magor and Replacement 4.09 \$22.95 518:643 556.87 556.87 Dataw 0.00 \$0.00 \$50.00 \$50.00 \$50.00 Refine 0.00 \$50.00 \$50.00 \$50.00 \$50.00	
11	Digenetic and Prevention Induced as part of active/information Major and Registement Induced as part of active/information Obser State of active /information Fester 318.84 \$59.55 \$307.99 \$196.45	
12	Dispensitic and Proceeding 318.84 569.56 5196.45 Barci and Microardine 571.74 54.64 554.87 Major and Represent 66.84 512.16 554.67 554.87 Other 0.00 500.00 500.00 500.00 500.00 Jb, Peace explore what assumptions you have mode to distribute the expected base period utilization and cost among the service categories listed above. Jb, Peace explore what assumptions you have mode to distribute the expected base period utilization and cost among the service categories listed above.	
13	TakeCare utilited its actual dams experience adjusted based on the entire population and potential risk foctor to allocate the expected base period utilization. 4a. Place enter the trends you have used to livend your base period experience to IV 2024. Reset edd or remove columnal if you used a base poind other than 2007 FY 2022 to FY 2023 FY 2022 to FY 2024	
14	Trend classes Utilization Population Population Active/retirees Utilization Other Hillization Other Diapontic and Retworking 57.69 51.23 50.00 57.69 50.00	
15	Major and Replacement 59.86 60.35 59.00 50.00<	
16	Other Foster Dispensitio and Provinitive \$22.04 \$4.95 \$0.00 \$22.04 \$4.95 \$0.00 Bace and Rectorative \$4.13 \$1.18 \$50.00 \$50.20 \$50.00 \$50.00 Major and Retorative \$6.13 \$1.38 \$50.00 \$50.20 \$50.00 \$50.00	
17	Other \$0.00 <th< td=""><td></td></th<>	
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		

1	
2	Appendix 2:
3	Excerpt from RFP NO. DOA/HRD/EB-RFP-GHI-25-001
4	-
5	
6	FY 2025 Medical, Pharmacy, and Dental Administration Costs
7	Self-funded administration cost per employee per month (PEPM) Contract Year October 2024 - September 2025
8	Please provide your administrative fee on a per employee per month (PEPM) basis. Vision expenses should be included with medical expenses. Administration fees should not include PCORI fees.
9	PPO 1500, HSA 2000, RSP, and Foster
10	Proposed self-funded administration cost PEPM if bidder is awarded medical and pharmacy contract, but not dental contract:
11	Medical and Pharmacy Per enrolled
12	employee per Proposed administration cost month PEPM for:
13	Plan Subscriber class Medical Pharmacy PPO 1500, HSA
14	2000, RSP Actives and Retirees Foster
15	Proposed self-funded administration cost PEPM if bidder is awarded dental contract only:
16	Dental Per enrolled Proposed employee per administration cost
17	employee per month PEPM for: Subscriber class Dental
18	Actives and Retirees
19	Foster Proposed self-funded administration cost PEPM if bidder is awarded medical, pharmacy, and dental contracts:
20	Medical and Pharmacy
21	Per enrolled Per enrolled Proposed employee per Proposed administration cost employee per administration month PEPM for: month cost PEPM for:
22	Plan Subscriber class Medical Pharmacy Subscriber class Dental
23	PPO 1500, HSA Actives and 2000, RSP Actives and Retirees Foster Foster
24	
25	
26	
27	
28	