



## REQUEST FOR PROPOSALS

# MANAGEMENT, ADMINISTRATION AND WELLNESS SERVICES RELATING TO THE PUBLIC INSURER UNDER THE NATIONAL HEALTH INSURANCE PLAN



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**THE GOVERNMENT OF THE  
COMMONWEALTH OF THE BAHAMAS**

August 22, 2016



## Notice

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This Request for Proposals (“RFP”) has been prepared by the Government of the Commonwealth of The Bahamas (the “Government”) and is being delivered to parties (“Recipients”) who may potentially submit a proposal for the provision of management, administration and wellness services of a long-term insurance company, carrying on long-term insurance business namely sickness or health insurance business, that is wholly owned by the Government (“Public Insurer”) further to the published Notice for RFP dated August 22, 2016.

This RFP is not a prospectus and does not constitute or form part of any offer or recommendation to submit a proposal nor shall it or any part of it form the basis of or be relied upon in any way in connection with any contract relating to any participation in the RFP process. The issuance of this RFP does not constitute any form of commitment on the part of the Government.

The information contained in this document is selective and does not include a description of any risks. It does not purport to contain all information that the Recipients may require and is subject to updating, expansion, revision and amendment.

By accepting or reviewing this document, each Recipient agrees to the conditions established herein. This includes the requirement that the Recipient will use this RFP for the sole purpose of evaluating its potential to provide management, administration and wellness services to the Public Insurer. Law may restrict distribution of this RFP. This RFP is for distribution only to the persons of the kind to whom this RFP may lawfully be issued. Persons to whom this RFP is provided are required to inform themselves about and observe any restrictions regarding the issuance of this document. This RFP is and will remain the property of the Government. The Government reserves the right to require the return of this RFP (together with any copies or extracts thereof) at any time.

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This RFP includes certain statements, estimates and projections provided by the Government with respect to future events. Any such statements, estimates and projections may reflect significant assumptions and subjective judgments by the Government. These assumptions and judgments may or may not prove to be correct. The Government does not assume responsibility for verifying any of such statements, estimates and projections, nor does the Government make any representation or warranty as to their accuracy or completeness.

Except where otherwise indicated, this RFP speaks as of the date hereof. Neither the delivery of this RFP nor the participation in this RFP shall, under any circumstances, create any implication that there has been no change in The Bahamas health care sector since the date hereof. The Government has no obligation to update, expand, revise or amend any information or to correct any inaccuracies contained in this RFP or provide the Recipients with any additional information.

The contents of this RFP are not to be construed as legal, financial, or tax advice. Each Recipient should consult his, her or its advisors. The Recipients are required to conduct their own due diligence and seek their own advice prior to making any decision to participate in this RFP.

The Government reserves the right, in its sole and absolute discretion, at any time and in any respect, with or without notice or reason to any Proposer, to (i) advance any Proposer to any phase of the process, (ii) amend or



substitute any written material furnished or information orally transmitted to a Proposer, (iii) amend or terminate any of the procedures and timing of events set forth herein or in any other communication, (iv) disqualify or terminate discussions with any one or more Proposers, (v) negotiate with any one or more Proposers, (vi) consummate an agreement(s) on any terms, whether or not they differ from the procedures disclosed herein or in any other communication, and (vii) abandon the process. The Government also reserves the right, in its sole and absolute discretion, to terminate any Proposer's access to additional information and the participation by any Proposer in any aspect of the process at any time with or without notice or reason.

Neither the Government nor any of its agents, officials, employees, affiliates, representatives or advisors has any obligation or liability to any person in respect of the process disclosed herein and/or in any other communication or any proposals from any person, rejection of such proposals or discussions relating thereto.



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# 1 EXECUTIVE SUMMARY

## 1.1 Request for Proposals

As a part of the Government’s efforts to achieve universal health coverage, it is proposing to implement a National Health Insurance (“NHI”) plan which would allow modern, accessible, affordable and equitable access to health care services. The Government seeks to obtain proposals from the private sector relating to the provision of management, administration and wellness services of a Public Insurer as part of the NHI plan (the “Plan”).

This Request for Proposals (the “RFP”) describes the services being sought, the submittal requirements, and the evaluation process.

**Responses as set out in this RFP are due no later than October 7, 2016.**

## 1.2 Definitions

The defined terms used herein have the meanings given to them in this RFP. Please refer to Appendix A for a complete listing and description of all defined terms.

## 1.3 Planned Reform

### 1.3.1 NHI Overview

High health care costs are a major barrier to accessing vital health care services in The Bahamas. Although the Ministry of Health (“MoH”) provides some level of universal health coverage primarily through the Public Hospitals Authority and Department of Public Health, many Bahamians are not able to access comprehensive health care services because of their inability to afford such services and their lack of private health insurance. The Government recognizes the need for every Bahamian to have access to quality and affordable health care services. To this end, the Government has commenced health sector reform and the phased implementation of a NHI plan both driven by its pursuit to attain universal health coverage (“UHC”) in The Bahamas. This decision is considered to be a fundamental step towards lowering the out of pocket cost of health care in The Bahamas, as well as promoting a healthy Bahamian community.

The Government is of the view that the Bahamian populace should be the primary focus. Therefore, the Government has committed itself to implementing the Plan with the objective of ensuring that all Bahamians and legal residents of The Bahamas are able to receive quality health care. Given the strategic importance of the proposed initiative, the Government has proposed a phased approach to implementing NHI per the following diagram.



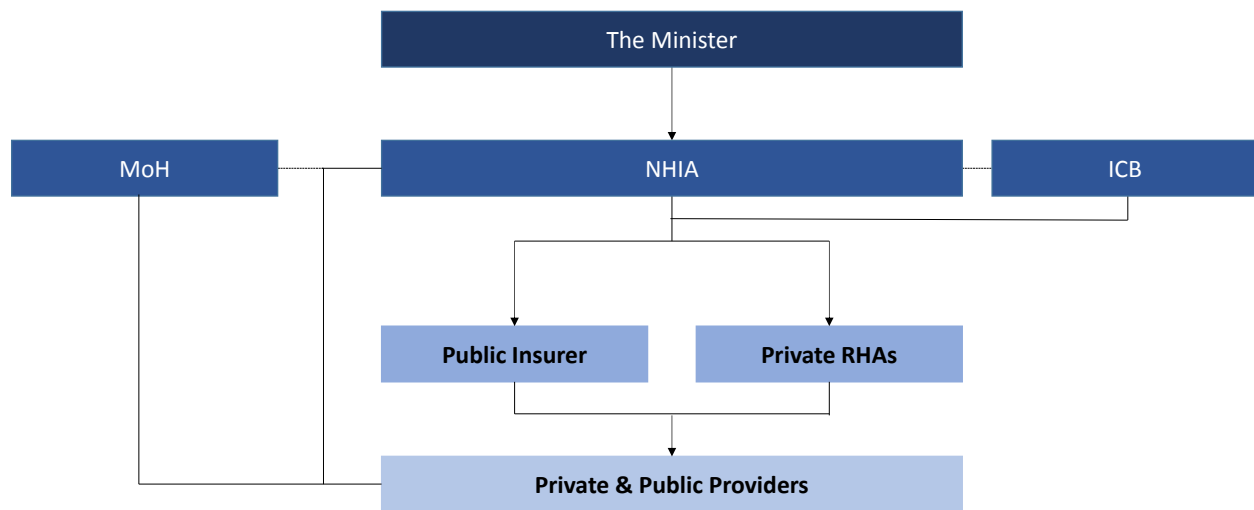




Phase 1 of NHI began in 2015 and it is proposed that the next two phases be launched within a year. The Government will move ahead with the fourth and fifth phases once it has been determined that the initial NHI framework is properly established and functioning.

### 1.3.2 NHI Structure

The Government has commissioned an NHI Secretariat to assist with the proposed coordination of health sector reform and implementation of the Plan. The National Health Insurance Bill, 2016 (“NHI Bill”), once enacted and brought into force, will provide the necessary framework. Under the draft NHI Bill, the Government has proposed the following NHI structure.



1. The Minister – The Minister will have overarching responsibility for the National Health Insurance Authority (“NHIA”). Encompassed in this responsibility will be certain powers to ensure that the NHIA is operating in accordance with legislation;
2. NHIA – NHIA will be responsible for the operations and management of the NHI Plan. Additionally, Regulated Health Administrators (“RHAs”) will be required to enter into an agreement with NHIA in order to provide services under the Plan;
3. MoH – The MoH in collaboration with NHIA will be responsible for ensuring that UHC is achieved by implementing agreed decisions and/or policy measures.
4. Insurance Commission of The Bahamas (“ICB”) – ICB will have oversight and hold regulatory powers over the RHAs, inclusive of a public RHA referred to in this document as the Public Insurer.
5. RHAs – the Public Insurer and Private RHAs must be registered with NHIA. The RHAs will be responsible for, among other things, managing and administering the Benefits under the Plan for each Beneficiary assigned to them and providing payments to Health Care Providers; and
6. Health Care Providers (“Providers”) – Providers are an entity, corporate or unincorporate, approved by the NHIA to render Benefits under the Plan.



Private RHAs will have the option to provide supplementary insurance packages in addition to the package of Benefits offered under the Plan. Private insurers who are registered as long-term insurers with the Insurance Commission but are not registered as RHAs under the NHI legislation, may also provide such supplementary packages subject to insurance regulatory approval. This provision is also applicable to the Third Party Contractor for the Public Insurer. The Public Insurer, however, is precluded from offering supplemental insurance and can only offer the package of Benefits exclusively. The Third Party Contractor will be prohibited from offering the package of Benefits under the NHI Plan separately from the Public Insurer.

The NHIA is intended to issue to both the Public Insurer and Private RHAs payments per Beneficiary enrolled with each respective entity. Such payments will be transferred on a periodic basis with specific dates to be determined by the NHIA. It is intended that NHIA will dispatch payments to the Public Insurer and Private RHAs at the beginning of each payment period. The NHIA has power to set the terms of all agreements including setting the rates of payment, fixing fee schedules, and establishing risk adjustment mechanisms for Public Insurer, Private RHAs and Providers for the various Benefits under the Plan.

The Public Insurer and Private RHAs will be responsible for providing payments to Providers. Providers may be paid under one of the following payment models at rates to be determined by NHIA in accordance with legislation:

- Full Capitation – Providers will receive a single rate per Beneficiary which will cover the full spectrum of services mandated under the Plan.
- Partial Capitation – Providers will receive blended payments of capitation for certain services and fee for service for other elements of the Plan.
- Fee for Service (“FFS”) – Providers are reimbursed for each service provided under the Plan based on rates established by NHIA.

All capitation payments will be subject to risk adjustments, based on a Beneficiary’s risk profile.

The Public Insurer and Private RHAs will be required to efficiently manage the funds allocated to them.

Under the FFS payment structure, once a registered Provider renders Benefits under the Plan, the Public Insurer and Private RHAs will be responsible for settling all associated fees with the Provider. In addition, a pay for performance structure may be developed for Providers for which payments would be processed through the Public Insurer and Private RHAs.

### 1.3.3 [Scope of Services](#)

The Government plans to establish a Public Insurer under the new planned NHI structure. This entity would be a wholly Government-owned entity registered as a long-term insurance company carrying on sickness or health insurance business with the ICB and as the Public Insurer with the NHIA. The Government seeks a third party management company (“Third Party Contractor”) with the level of experience and expertise necessary to provide comprehensive management, administration and wellness services to the Public Insurer. Responsibilities of the Third Party Contractor will include, but shall not be limited to, the following:



- Claims and case management;
- Handling and processing requests for payments;
- Health risk management;
- Wellness;
- Management services;
- Beneficiary and Provider relations;
- Data security;
- Communications with and education of Beneficiaries and Providers;
- Fiduciary management of NHI funds; and
- Services as detailed in the draft Services Agreement Term Sheet which is available in an electronic dataroom (the “Dataroom”) which will be accessible by Proposers who have completed the form and paid the requisite fee as indicated in **Appendix D**.

It is intended that the scope of services will be rendered pursuant to the information system interfacing requirements outlined in **Appendix B** - Proposed Interfacing Requirements for an Integrated Information System and the draft Services Agreement Term Sheet.

Additionally, the Third Party Contractor will be responsible for addressing the following issues on behalf of the Public Insurer:

- FFS risk – The Third Party Contractor is required to identify ways to mitigate insurance risk associated with the FFS component of the Provider payment model;
- Involvement of intermediaries – Where feasible, the Third Party Contractor will be expected to involve local intermediaries in the provision of the Services as set out in this RFP;
- Incentive development – The Third Party Contractor will be responsible for developing and implementing cost effective incentive programs to encourage the selection of the Public Insurer by Beneficiaries; and
- Conflicts of interest – Although the Third Party Contractor will not be eligible to provide benefits under the NHI plan as a Private RHA the Third Party Contractor may be allowed to provide supplemental insurance in The Bahamas subject to regulatory approval provided that the Third Party Contractor is a long term insurer and the provision of supplemental insurance is independent of the Public Insurer. The Third Party Contractor is required to indicate ways to address and mitigate potential conflict issues it may face regarding delivery of the Services under this RFP in the afore-mentioned manner.

Further details on the scope of services are provided in Section 3.2.4 of this RFP bearing the sub-heading Specific Requirements and will also be available in the Dataroom.



#### 1.3.4 Regulatory Requirements

The Government is in the process of establishing the Public Insurer which will be a fully licensed long term insurance company subject to the regulatory requirements of the Insurance Act 2005.

Proposers will be required to familiarize themselves with the local regulatory framework and conditions and take them into account in preparing their Proposals.

#### 1.3.5 Process Overview

The Government intends to enter into an agreement (the “Services Agreement”) with the Third Party Contractor to provide management, administration and wellness services to the Public Insurer in accordance with draft Services Agreement Term Sheet.

All Proposals will be evaluated to determine the submission that best meets the objectives of the Government for the health sector and that provides the best overall value to the Government and The Bahamas. The Government intends to select a Third Party Contractor based on a range of different criteria. The Government will evaluate the Proposals using the pricing score formula (the “Pricing Score Formula”) and the technical review criteria (the “Technical Score Criteria”) described in this RFP.

Based on its evaluation of the Proposals, the Government will select a Preferred Proposer. The Government will conduct competitive negotiations with that entity (resulting in a best and final offer) and once satisfied will enter into the Services Agreement. If negotiations are unsuccessful, the Preferred Proposer will be contacted in writing detailing all pending issues and areas of disagreement and providing a final opportunity for the Preferred Proposer to respond. If a disagreement persists, the Government shall terminate the negotiations and inform the Preferred Proposer the reasons for the termination. The Government will then commence negotiations with the Proposer that received the second highest score. Once negotiations commence with the next-ranked Proposer, the Government shall not reopen the earlier negotiations.

The Government reserves the right to modify this RFP at any time prior to the due dates for the Proposals. Additionally, the Government reserves the right to reject all Proposals received in response to this RFP and not award any contract as a result of this solicitation. In no event will Proposers be compensated or reimbursed for costs they incur to prepare and submit Proposals to the Government or to participate in the above described process.

**All Proposers will be required to submit a Proposal in accordance with the Proposal Content Requirements in section 3 and in accordance with the Proposal Process and Conditions in section 4.**



### 1.3.6 Target Schedule

The target schedule for receipt and evaluation of Proposals and award of a Services Agreement in response to this RFP is summarized in the following table.

<b>Event</b>	<b>Target Schedule</b>
Notice of RFP	August 22, 2016
RFP issue date	August 22, 2016
Dataroom open	August 29, 2016
Bidder conference	September 8, 2016
Proposals due	October 7, 2016
Government selects Preferred Proposer	October 28, 2016
Contract negotiations with Preferred Proposer complete	November 25, 2016
Contract execution with Third Party Contractor	Week of November 28, 2016
Launch Public Insurer	Upon registration with ICB



## 2 BACKGROUND

### 2.1 The Health Sector in The Bahamas

According to the World Bank, The Bahamas has a current population of approximately 393,000 individuals dispersed across an archipelago of over 700 islands and cays. The public health needs of the country are met by the MoH primarily through 3 public hospitals and approximately 100 public clinics. Public clinics provide a number of primary health care services to individuals regardless of their ability to pay for such services. These services include acute care, immunization, and treatment for communicable diseases. Although various public and private health care facilities are available in the country, many Bahamians are unable to access a broader spectrum of health care services due to their lack of health insurance. It is estimated that only 30% of the population have private health insurance plans, leaving approximately 70% of the population to personally fund private health services.

The table below provides census data on population per island of The Bahamas as of 2010 (the latest year for which detailed island data is available from The Department of Statistics).

The Bahamas population by island (2010)	
Island	Population
All Bahamas	351,461
New Providence	246,329
Grand Bahama	51,368
Abaco	17,224
Acklins	565
Andros	7,490
Berry Islands	807
Bimini	1,988
Cat Island	1,522
Crooked Island	330
Eleuthera	8,202
Exuma and Cays	6,928
Harbour Island	1,762
Inagua	913
Long Island	3,094
Mayaguana	277
Ragged Island	72
San Salvador	940
Rum Cay	99
Spanish Wells	1,551

Adding to the financial obstacles faced by Bahamians is the rising cost of health care in The Bahamas. Health care in the country is funded by a combination of public funds, private insurance, and individual out of pocket payments. According to the World Health Organization, in 2014, the average per capita total health expenditure stood at approximately \$1,720 representing a 6.1% increase over 2013's per capita expenditure and accounting for 7.7% of the country's GDP. For the same period, health expenditure growth exceeded the country's GDP growth rate of 1% per the International Monetary Fund's estimates.



Currently, The Bahamas is faced with multiple health-related challenges. Among them are:

- Reports that The Bahamas is the 6th most obese nation globally;
- Increasing aging population;
- High rates of non-communicable chronic diseases (e.g., diabetes);
- High levels of harm from alcohol and tobacco;
- Unequal access to health services; and
- Geographic inconsistency in access to health care services.

The Government's planned health sector reform seeks to ensure equitable and affordable access to health care services as a means of managing and addressing these and various other health issues. In an effort to bring this vision to fruition, the Government has committed itself to implementing a UHC model.

Proposers are encouraged to review the information posted in the Dataroom for additional information.

## **2.2 NHI Overview**

The aim of NHI is to foster the development of a UHC model within The Bahamas. The implementation of NHI is intended to reduce barriers to health care that currently exist in country by enabling all Bahamians to have health insurance. NHI is based on three fundamental values: modernization, affordability and accessibility.

It is expected that six key principles will act as pivotal guidelines to NHI:

1. Healthy living – Government has a responsibility and mandate to protect and promote efforts to achieve optimal health for citizens resident in The Bahamas and other eligible legal residents;
2. Universality – It is essential that NHI is accessible to all those deemed eligible;
3. Solidarity – Eligible legal residents should participate in and contribute to the provision of health care in recognition of the common vulnerability of all members of society to illness, disease and disability;
4. Equity – Individuals should have access to the highest levels of care based on their need and not their ability to pay or any other factor;
5. Efficiency – Leveraging public and private resources – financial, human, physical and medical – is necessary to ensure the efficiency and sustainability of administration, operations and payment; and
6. Plurality – NHI will enable partnership between the public and private sectors.

In the initial three phases, no new contributions will be implemented to cover the cost of the proposed services. Instead, the Government intends to contribute approximately \$100 million per annum from its consolidated fund to provide all enrolled individuals with access to primary care at no cost to Beneficiaries. It is expected that as the plan develops and phases 4 and 5 come on stream, further discussion will ensue to address the added cost requirements.



## 2.3 Health System Strengthening

The Government recognizes that in order to implement an efficient UHC model locally it must significantly improve the current public health system. Therefore, in addition to the implementation of the Plan, the Government has begun to implement a health system strengthening (“HSS”) program. The aim of the Government’s HSS initiative is to **“transform the health system in order to put patients first and at the center of our nation’s health care”**. The World Health Organization (“WHO”) has identified six core aspects of a health system:

1. Delivery of health services;
2. Health care workforce;
3. Information;
4. Financing;
5. Medical products, vaccines, and technologies; and
6. Leadership and governance.

The Government is of the view that a fully functioning health system is one that focuses on patients and incorporates efficient operation of the six essential factors listed above. In the coming years, the Government intends to address a number of key health system issues in an effort to ensure the development and sustainability of a well-functioning and efficient health system.

Key health system issues include:

- Enhancing the current health care model – The approach to health care should be based on a “people-centered primary health care approach” that promotes patient satisfaction;
- Developing and retaining a professional and qualified health care workforce;
- Modernizing health care infrastructure – Outdated public health facilities throughout the islands of The Bahamas require upgrades to improve the efficiency and capacity of the system;
- Improving system quality – Ongoing improvements are a fundamental aspect of a robust health care system;
- Educating the general population on key health issues and wellness;
- Creating a seamless and transparent segregation of duties – It is the intention of the Government to ensure that within the health care system there is a clear distinction between the roles of the regulators, payers and health care providers;
- Managing and improving information technology systems;
- Modernizing the medical record system – Requires the development of an electronic database;
- Developing an appropriate framework to foster and manage change – In order to effectively implement reforms to the health sector proper management is critical throughout the process; and
- Continuous system monitoring and assessments – Includes research activities aimed at improving the overall health care system.





## **2.4 Family Island Service Obligation**

The Government recognizes that individuals in the Family Islands often face even greater obstacles in accessing health care services due to the geographically disparate and relatively small population densities of most of the country's islands. Therefore, as part of the Services Agreement with the Third Party Contractor, the Government expects to address the responsibilities associated with ensuring that the Family Islands are provided with NHI coverage and are able to appropriately access care.

## **2.5 Beneficiary Base**

There are approximately 20,000 public sector employees in the Government (excluding corporations and statutory bodies) of which approximately 12,000 have some form of private insurance coverage. The Government intends to enter into discussions with public sector employees regarding their enrolment with the Public Insurer during an initial transition period.



## 3 PROPOSAL CONTENT REQUIREMENTS

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### 3.1 Introduction

The Government will employ a phased process for the evaluation and selection of a Third Party Contractor. Proposers are to submit Proposals based on the submission requirements outlined below. The Government will evaluate these submissions to determine who will be invited to enter negotiations. The Proposal submission requirements described below must be addressed in each Proposal.

### 3.2 Proposal Structure

All Proposals must contain the following information in the order listed below. A Proposal that does not include all the information required below may be deemed non-responsive and subject to rejection.

1. Cover letter
2. Introduction to Proposer
3. Disclosures/certifications
4. Specific requirements
  - Scope of services
  - Company legal, regulatory and organizational overview
  - Experience and senior management team
  - Succession and training plan for senior management positions
  - Plans to attract and retain Beneficiary base
  - Detailed implementation plan including timeline to meet the Government’s objectives
  - Plans to incorporate local intermediaries in the provision of services
  - Detailed plans to address FFS risk
  - Reinsurance relationships and view on any reinsurance opportunities
  - Plans to service all islands of The Bahamas

#### 3.2.1 Cover Letter

A cover letter, which shall be considered an integral part of the Proposal, shall be signed by the individual or individuals authorized to bind the Proposer contractually.

#### 3.2.2 Introduction to Proposer

- a) Contact person – Provide two contact persons for all future communication between the Government and their advisors and the Proposer. In the case of a Consortium, the contact



persons must be from the lead Consortium member. Please identify each contact person's name, title, organization, address, telephone number, fax number, and email address;

- b) Description of Proposer – Provide a description of the Proposer. Should the Proposer intend to partner or enter a consortium with others, the lead member should be identified and a description of any Consortium members and their roles in the Consortium should also be provided. Proposers should clearly indicate the lead Consortium member. Proposers are required to include the following:
- Detailed description of Proposer’s primary business. In the case of a consortium a detailed description should be provided for each Consortium member;
  - Details of Proposer’s technical experience and number of years in delivering the proposed services;
  - Number of beneficiaries for whom similar services are currently provided and details of the nature of services;
  - Description of Bahamian, Caribbean, and/or international presence;
  - Details of Proposer’s capabilities in operations with remote communities; and
  - Details (where applicable) of the proposed Consortium working together including governance and reporting structure.
- c) Controlling interest – Identify the individuals or companies who individually or between themselves hold the ultimate beneficial interest (by way of ownership, voting rights or control/influence over decisions) in the Proposer and/or each Consortium member;
- d) Listed companies – If the shares of the Proposer (or those of any company which holds the ultimate controlling interest in the Proposer) are listed on one or more stock exchanges, provide details of the exchange(s) on which they are listed;
- e) Expected advisors – Identify the companies and individuals who are engaged or expected to act as legal, financial, or other advisors for the Proposer in this process;
- f) Disclosure of potential conflicts – List any potential conflicts such as but not limited to dealings of the Proposer or any Consortium Member with the Government or its elected representatives or existing/planned insurance business;
- g) Constitutional and corporate documents – Provide copies of the constitutional and corporate documents of the Proposer (e.g. certificate of incorporation, memorandum or articles of association or bylaws, register of directors, register of shareholders, etc.);
- h) Strategic rationale – Provide a description of key objectives of the Proposer in its desire to provide the services and a general statement on the Proposer's rationale and vision for the business;
- i) Licenses, registrations and statements of law – Provide a listing of all licenses, registrations, or other authorisations held, including any regulatory bodies that issued such licenses, registrations, or other authorisations;
- j) Bahamian participation – Provide full details of the opportunities for Bahamian participation in the Proposer or Consortium;



- k) Technology – Description of key information technology (“IT”) systems to be used, and any recent technological innovations/initiatives;
- l) Regulatory and tax relationships – Brief description of experience with regulators and review of any past or outstanding litigation with respect to compliance, regulatory and tax matters in all jurisdictions in which the Proposer or Consortium has operated over the last 10 years;
- m) Litigation – List and details of any litigation or disputes involving sums of BS/US\$250,000 or more in all jurisdictions in which the Proposer or Consortium has operated over the last 10 years.
- n) Terminations – List and details of any contract terminations or suspensions for non-performance or any breach defined as material under the terms of the contract for any contract involving the Proposer, any Consortium Member, shareholder or directors.
- o) Bankruptcy – Details of any bankruptcy proceedings involving the Proposer, any Consortium Member, shareholder or director.

### 3.2.3 Disclosures and Certifications

Please provide for each Proposer and each entity in the Consortium:

- a) Evidence of financial soundness in the form of:
  - audited financial statements for 2012 – 2015; and
  - management accounts for the six month period ending 30 June 2016. Said accounts should be certified as accurate to the best of the knowledge of the board of directors;
- b) Evidence of creditworthiness in the form of a bank reference addressed to the Government;
- c) Declarations of business interests, potential conflicts of interest and joint venture/co-administration/sub-contracting arrangements;
- d) Details of other clients for management, administration and wellness services with three client references, at least one of which should be a current client. Details should include number of beneficiaries covered for each client;
- e) Evidence of corporate, regulatory and tax and compliance/soundness from relevant regulatory bodies. Such evidence may include, but is not limited to, certificate of Good Standing from respective industry regulators; and
- f) Proof of professional indemnity insurance or proof of the ability to obtain same (e.g. current quote for coverage).

### 3.2.4 Specific Requirements

Proposers are required to prepare a three year business plan, including prospective financial statements, to encompass the areas listed below. The below list is not intended to be all-inclusive, therefore Proposers are encouraged to address additional areas that they believe to be relevant. Proposers should also conform with the First Schedule Form 1 pursuant to section 27 of the Insurance Act, 2005 i.e. Application for Registration of a (Domestic) Insurance Company such that information



provided by the Third Party Contractor can be readily incorporated into the Public Insurer's application to the ICB as necessary.

a) **Scope of Services** – Discuss Proposer's methodology, approach and timeline to providing the following services:

i. *Management and administration*

The Third Party Contractor will be responsible for the daily management and administration of the Public Insurer. The Third Party Contractor must have or establish a physical presence in The Bahamas and fulfil all service requirements outlined in the draft Services Agreement Term Sheet.

ii. *Governance*

Proposers are required to indicate how specific communication lines and reporting processes would function within the organizational structure, both vis-à-vis the Public Insurer and any Consortium entities.

iii. *Proposed workforce plan, staffing including number of expatriate staff proposed*

The Third Party Contractor will be responsible for hiring and training personnel. Proposers should indicate estimated staffing needs being sure to include the number of proposed work permit holders. Proposers are required to identify the position with overall responsibility for the day-to-day services to be provided. Additionally, Proposers must describe the proposed senior management team, by position, including the specific area of responsibility of each position relative to the Services.

iv. *Beneficiary relations and customer service*

The Third Party Contractor will be required to manage the Public Insurer's Beneficiary base in a professional and efficient manner. The Third Party Contractor will be required to maintain proper Beneficiary records and record and handle complaints and inquiries. Information required for each Beneficiary includes the following:

- Name, mailing and physical address, marital status, sex, date of birth, email and telephone contacts;
- NHI registration number;
- Claims history;
- Biometric data required for the wellness program;
- Wellness program performance history; and
- Primary care provider.

Where applicable, the Third Party Contractor will liaise with Beneficiaries' primary care physicians to obtain the required information.



v. *Confidentiality*

The Third Party Contractor will be required to develop procedures and policies for the maintenance of Beneficiary and Provider confidentiality and to act in accordance with the Data Protection (Privacy of Personal Information) Act and any other legislation governing such information.

vi. *Claims processing*

A core role of the Third Party Contractor will be to develop and maintain a system for the timely and efficient processing of claims. The Third Party Contractor will be responsible for processing and adjudicating claims in compliance with the Public Insurer's mandate. Other claims related responsibilities include, but are not limited to, the following:

- Maintaining all required claims information including Beneficiary name and policy number, claim number, service date, provider name, service rendered, charge for service and amount covered by the Public Insurer;
- Prompt and accurate provision of pre-authorization;
- Managing and settling payments; and
- Distributing claim forms to Providers.

Proposers are required to provide their policy and practice relating to the settlement of claims.

vii. *Wellness program*

The Third Party Contractor will be responsible for the development and implementation of a comprehensive wellness program aimed at improving overall health of Beneficiaries. This will include providing tools to Beneficiaries to assist them in knowing and tracking the condition of their health, encouraging and empowering them to make healthy choices and encouraging them to be active. Once initiated, the Third Party Contractor will also monitor the success of the program. Specific services include but are not limited to:

- Provision of health assessments – The Third Party Contractor will be expected to monitor the success of the participants and the program and make recommendations to the Government on required modifications and cost saving measures. Additionally, the Third Party Contractor must develop incentive options.
- Provision of biometric screenings – The Third Party Contractor will be responsible for supporting/providing periodic onsite and mobile biometric screening of Beneficiaries and liaising with their primary care physicians to obtain additional biometric data.
- Health Coaching – The Third Party Contractor will be required to develop a strategic coaching program. The proposed coaching program must consider mechanisms for tracking participants' progress and engaging additional participants.



- Provision of educational and communication materials – The Third Party Contractor will be expected to provide regular educational and informational sessions to program beneficiaries. The Third Party Contractor should create and supply beneficiaries with educational materials on an ongoing basis. Additionally, the Third Party Contractor will be responsible for communicating to beneficiaries any changes in the structure of the program.
- Reporting – The Third Party Contractor will be expected to maintain accurate and comprehensive records on each participant in the program. Included in this responsibility will be the requirement for the Third Party Contractor to provide comprehensive analysis and make recommendations on ways to improve the program and the health of Beneficiaries.

The wellness program should be consistent with relevant MoH initiatives.

viii. *Communication and education plan*

The Third Party Contractor will be expected to develop a plan for providing regular communication and ongoing education to Beneficiaries regarding Benefits and facilitating participation in wellness initiatives. Additionally, the Third Party Contractor will be responsible for communicating to Beneficiaries and Providers any changes in the structure of the Plan and any other pertinent information.

ix. *Provider relations*

The Third Party Contractor is expected to manage Provider relationships and maintain good standing with the Provider network. In this regard, the Third Party Contractor will develop and maintain a Provider database. The Provider database will include all pertinent Provider information such as but not limited to:

- Name, mailing and physical address, email and telephone contacts;
- NHI registration number;
- Panel of Beneficiaries;
- Claims history; and
- Banking details for payment purposes.

The Third Party Contractor will be required to maintain proper Provider accounts and records and to track and address Provider complaints and inquiries with respect to the NHI Plan. The Third Party Contractor will be responsible for addressing issues raised by cooperating with the relevant parties to help resolve issues. The NHIA holds the ultimate authority to make all final decisions related to Provider conflict resolutions.

x. *Beneficiary and Provider service centers*



The Third Party Contractor will be responsible for developing and maintaining functionally separate Provider and Beneficiary call and walk-in service centers each with dedicated staff. Service centers should have the ability to track all calls/visits.

xi. *Web capabilities*

The Third Party Contractor must provide on-line access to claims, Benefits and wellness program information to Beneficiaries, Providers and NHIA as applicable. Additionally, online access should enable Beneficiaries and Providers to submit complaints and/or inquiries and track wellness program progress.

xii. *Data security and hosting plans*

The Third Party Contractor will be required to provide data security and data hosting facilities. Data security include the following:

- Cyber security systems;
- Proposed disaster recovery/backup plan;
- Business continuity plan; and
- Data protection best practices.

xiii. *Proposed IT systems, and data transfer and reporting capabilities*

The Third Party Contractor will be required to provide and maintain an integrated information system. The proposed system must be capable of producing bills as required, tracking account balances, managing fluctuating Beneficiary enrolments, producing Benefit statements, processing Provider performance payments as necessary, processing exceptional payments, tracking Provider claims, interfacing/integrating with Government systems and managing billing and receivable reconciliations. Additionally, the system must be able to produce monthly and annual reports required for Beneficiary statements, internal reconciliations, and regulatory filings. Proposed information system interfacing requirements are included in Appendix B. Proposers may suggest alternatives. Proposers should describe license requirements and costs associated with the proposed system.

xiv. *Payment mechanisms*

The Third Party Contractor will be required to develop and implement an efficient system to process settlement of payments to Providers.

xv. *Direct contracting*

The Third Party Contractor will be responsible for contracting with eligible health care Providers on behalf of the Public Insurer for the purposes of reimbursement as





described in Section 1.3.2 of this RFP. All contract maintenance responsibilities will accrue to the Third Party Contractor.

xvi. *Medical review and appeals*

The Third Party Contractor will be required to develop and implement medical claims review and appeals procedures, and to do so in accordance with any applicable laws and regulations. These procedures must be enforced and maintained by the Third Party Contractor.

xvii. *Quality assurance*

The Third Party Contractor will be required to develop quality assurance policies and procedures. The Third Party Contractor will be mandated to execute quality control processes regularly to ensure that required performance standards are upheld.

xviii. *Fraud management*

The Third Party Contractor will be required to implement a fraud management system which has the capability to detect fraudulent or ineligible claims.

xix. *Explanation of Benefits*

The Third Party Contractor must develop and distribute explanation of Benefits forms for each claim processed. The form must include specific claims information including a full description of services provided.

xx. *Transition (ramp up and wind down) services including IT*

The Third Party Contractor will be responsible for liaising with the NHIA and the Public Insurer to develop services in the start-up phase. Additionally, the Third Party Contractor will be responsible for liaising with any incoming service provider to ensure the smooth transition of Services, including IT systems and databases, upon the termination of its contract. At the termination of the Third Party Contractor's contract, it will be responsible for processing all claims submitted with service dates prior to the contract's expiration. The Third Party Contractor will also be responsible for transitioning all records (electronic databases and documents, and manual records) to the Government and the incoming service provider as required. Such transition may be subject to a third party audit at the Government's discretion.

xxi. *Support services including regulatory reporting*

The Third Party Contractor will be responsible for executing all support services and regulatory requirements. These include but are not limited to organizing the Public Insurer's board meetings and annual general meetings, co-ordinating annual audits, change and project management and completing all regulatory reporting and compliance requirements. Additionally, all ad hoc reporting must be performed by the Third Party Contractor.



- b) **Company legal, regulatory and organizational overview** – The Government is of the view that the Proposer’s organization, governance structure, senior management team, and related matters will have a fundamental impact on the delivery of Services to the Public Insurer. Accordingly, discuss Proposer’s current legal, regulatory and organizational composition including the following:
- i. Describe the Proposer’s overall management approach, including (i) management philosophy; (ii) achieving a cooperative team environment; (iii) performance improvement; (iv) use of best practices; (v) business continuity planning; (vi) sustainable business processes; and (vii) ability to respond to changing business requirements over time.
  - ii. Operations management, including (i) operating philosophy; (ii) staffing philosophy; (iii) performance and condition monitoring and assessment; (iv) operations improvements; and (v) quality assurance and quality control programs.
  - iii. Customer care services, including (i) internalizing a corporate culture that promotes customer satisfaction; (ii) proposed compliance with the Government’s health strategy; and (iii) technological advances in customer care processes.
  - iv. Performance standards and metrics for prior three fiscal years – Proposers are requested to provide details of their respective internal performance standards along with their metrics for the last three years. Specific details and/or methodology used to measure performance should be fully disclosed. Performance metrics should include the following:
    - Customer satisfaction – The average satisfaction rates for Beneficiaries and Providers
    - Wellness participation – The rate of active participation in the wellness program
    - Operating cost containment – The rate and nature of non-health care costs
    - Prior authorization accuracy – The percentage of prior authorizations that are (1) appealed and (2) subsequently upheld (percentage of upheld appeals should be taken as a percentage of total number of appeals)
    - Prior authorization request turnaround time – The average amount of time it takes to grant or deny prior authorization
    - On-line access and user query capacities – The average amount of time it takes to respond to a web initiated inquiry
    - Standard response time to inquiries and issues – The average amount of time it takes to respond to an inquiry or issue
    - Call answer speed – The average amount of time it takes for a live person to answer a call once a person is first connected to a phone system
    - Call abandonment rate – The percentage of calls that have been connected for a pre-determined minimum amount of time and not answered by a live person before the caller disconnects



- Claim turnaround time – The average amount of time it takes to process a claim
  - Claim financial accuracy – The rate of claims paid correctly based on dollar value of claims paid
  - Claim payment accuracy – The rate of claims paid correctly based on number of claims paid
  - Claim processing accuracy – The rate of claims processed correctly based on number of claims processed
  - Data transfer – The rate of accurate electronic transfer of data to and from Providers in an approved format
  - System availability – The percentage of time that the IT system is fully functioning during a given period
  - Standard financial reporting – The average time it takes to submit reports following the close of each reporting cycle
- c) **Experience and senior management team** – The Proposer’s qualifications and experience in providing comparable services to those envisioned herein are important criteria that will be considered by the Government as it evaluates the Proposals. As such, provide an overview of the Proposer’s qualifications. Please be specific and emphasize the Proposer’s experience in managing a services environment. Address specific areas where value was added to the services that were managed, including:
- i. Management capabilities – Description of senior management team and its experience running similar businesses including any experience in similar geographies. Please provide general information including full name, address, date of birth, place of birth, position, and details of any convictions with respect to serious offences, in particular fraud related offences. Additionally, please include key executives’ biographies including an indication of the executives who would be responsible for the management of the Public Insurer in accordance with the draft Services Agreement Term Sheet. For each executive, please indicate their respective qualifications and experience and list positions held by the executive within the last ten years; and
  - ii. Entity development experience – Prior experience in similar initiatives, start-up ventures, and/or company reorganizations.

Additionally, please clearly indicate the Proposer’s years of experience managing a similar entity. Also indicate the degree to which such experience is similar to the scope of work in this RFP and the degree to which such experience involves a publicly-owned entity.

- d) **Succession and training plan for senior management positions** – The Government believes that Third Party Contractor’s senior management team is critical to ensuring the successful delivery of Services to the Government’s satisfaction. Hence, the Proposer should clearly outline plans for recruiting individuals to fill the Senior Management positions in the future. Additionally, Proposers are required to clearly describe any retention programs the Proposer would expect to implement for members of the senior management team. Finally, where



work permit holders are involved, Proposers must describe how they will manage a succession plan to Bahamian management.

- e) **Plans to attract and retain Beneficiary base** – The attraction and retention of a viable Beneficiary base is vital to the sustainability of the Public Insurer. As such please provide an overview of the Proposer’s plans to attract and retain Beneficiaries. Please be specific and detail all aspects of the Proposer’s strategy. Address specific areas including:
- i. Incentives – Description of potential incentive programs that will attract Beneficiaries to the Public Insurer. Please provide specific details of the implementation and sustainability strategy.
  - ii. Marketing plan – Provide a detailed description of advertising plans including expected costs per year. Please indicate the proposed method(s) of advertising (e.g. via the Proposer, Public Insurer, a broker, agent, sub-agent, etc.), percentage of total marketing to be conducted by each method if proposing the use of multiple marketing methods and details of commission structure.
  - iii. Customer care – Provide a description of Proposer’s planned ongoing service strategies to promote retention of Beneficiaries in the Public Insurer.
- f) **Detailed implementation plan including timeline to meet the Government’s objectives** – Proposers are required to detail how they propose to implement all services and responsibilities involved in the management and administration of the Public Insurer, including a timeline. Specific to wellness, launch of a program should take place within three months of the selection of the Public Insurer as an RHA by the first Beneficiary. Proposers must specifically reference how the following areas will be implemented:
- i. Launch of the wellness program
  - ii. Health risk assessments
  - iii. Health check-Ins
  - iv. Onsite and mobile biometric screenings
  - v. Health coaching
  - vi. Incentives
  - vii. Educational resources and communication materials
  - viii. Ongoing promotion
  - ix. Participant tracking
  - x. Reporting capabilities and data analysis
- g) **Plans to incorporate local intermediaries in provision of services** – Proposers are required to detail how they propose to involve local intermediaries in the provision of the Services as referenced in this RFP.
- h) **Detailed plans to address FFS risk** – It is expected that the insurance risks associated with the FFS component of the NHI payment model will be borne by the Public Insurer and Private RHAs. Proposers are therefore required to identify ways to mitigate this insurance risk associated with the FFS component of the Provider payment model.



- i) **Reinsurance relationships and view on any reinsurance opportunities** – The Government recognizes that reinsurance may be required as a risk management tool for the Public Insurer. Additionally, the Government is also aware that Proposers may have the ability to access reinsurance opportunities if selected as the Third Party Contractor per this RFP. Therefore, Proposers should provide the following (if applicable):
  - i. Description of their current reinsurance relationships including key terms such as the name of the Proposer’s reinsurer, the amount of coverage, contract dates and terms of coverage.
  - ii. Details on any reinsurance opportunities that would possibly arise as a result of this RFP.
- j) **Plans to service all islands of The Bahamas** – Proposers are requested to detail their proposed approach to servicing both New Providence and the Family Islands.
- k) **Plans to address potential conflicts of interest related to supplemental insurance** – Should the Proposer intend to offer supplemental insurance in The Bahamas as the Third Party Contractor, it must detail the ways it proposes to address and mitigate potential conflict issues it may face regarding delivery of the Services under this RFP.

### 3.2.5 Pricing Proposal Form

Proposers are required to complete the Pricing Proposal form in Appendix C.

### 3.2.6 Other Information

Please provide the following additional information.

- A signed statement committing to providing all of the Services requested in this RFP.
- In the case of a subsidiary being established to provide the Services, Proposer must agree that all obligations under the proposed Services Agreement will be guaranteed by the substantial parent of the group that holds material group assets and operations.
- Clear identification of the information in the Proposal, if any, that is considered to be proprietary and confidential.



## 4 PROPOSAL PROCESS AND CONDITIONS

Proposers are encouraged to carefully review the instructions set out in Section 3 and the information set out below regarding the preparation and submittal of Proposals.

### 4.1 Minimum Eligibility Requirements

Bidders may be insurance companies, administrators, intermediaries or other such entities that meet the minimum criteria set forth in this RFP. Ultimate selection will be based on the Proposal best suited to fulfil the mandate described herein.

Interested parties are required to meet the following mandatory proposal requirements:

- Proposers must have at least 10 years' experience as of June 30, 2016 providing services similar to those listed in the RFP; and
- Proposers must provide all the disclosures and certifications listed in Section 3.2.3.

Failure to meet the minimum requirements will result in automatic proposal disqualification.

### 4.2 Registration Process

Interested Proposers who wish to submit a Proposal will be required to register beforehand by undertaking all the following steps:

1. Complete and return the registration form included in Appendix D.
2. Pay a non-refundable \$10,000 fee with submission of the registration form. The fee may be paid by:
  - BSD or USD draft payable to the Public Treasury of The Bahamas; or
  - Wire transfer payable to the Public Treasury of The Bahamas (instructions to be provided on request; proof of payment to be provided upon registration).

The Government will not be responsible for time delays as a result of wire transfer delays.

3. Sign and return in original the non-negotiable Non-Disclosure Agreement ("NDA") included in Appendix E.

The registration submission must be made to the following address:

**Attention: Chairman, Tenders Board**  
Ministry of Finance  
Cecil Wallace-Whitfield Centre  
West Bay Street  
Nassau, N.P., The Bahamas

*Re: RFP Registration for Management, Administration and Wellness Services Relating to the Public Insurer under the National Health Insurance Plan*

A copy of the registration information should also be emailed to [info@nhibahamas.gov.bs](mailto:info@nhibahamas.gov.bs).



There is no deadline for registration. However Proposers are encouraged to register early and should note that only registered parties will receive access to the electronic data room and be invited to the bidder conference. (See section 5 for further details.)

### 4.3 Proposal Submittal Requirements

Proposers are required to submit one (1) bound copy clearly marked original and five (5) bound copies of the Proposer's Proposal and two CD-ROMs or flash drives of the Proposal in searchable text format (e.g., Word or searchable PDF format) must be mailed, sent by courier, or hand delivered so that they are received by 3:00 p.m. Eastern Time on Friday, **October 7, 2016**, at the following address:

**Attention: Chairman, Tenders Board**  
Ministry of Finance  
Cecil Wallace-Whitfield Centre  
West Bay Street  
Nassau, N.P., The Bahamas

*Re: Proposal for Management, Administration and Wellness Services Relating to the Public Insurer  
under the National Health Insurance Plan*

**Proposals received after the due date and time will not be considered whenever received.**

The Proposal receipt deadline will not be waived by the Government under any circumstances (e.g., traffic conditions, mail or courier failure). The Government will not reimburse the costs of preparing and submitting a Proposal, providing any additional information, or any other costs associated with a Proposal. All material that is submitted in response to this RFP will become the sole property of the Government. The Government expressly reserves the right to utilize any and all ideas contained in the Proposals unless covered by proprietary rights. Failure to notify the Government of proprietary rights will be deemed a representation by the Proposer upon which the Government can rely that there are no intellectual rights associated with the information contained in the Proposal.

**Other than as provided for in this RFP, any contact with the Government, Selection Committee, NHI Secretariat staff, or the Government's advisors regarding the RFP during its pendency may be grounds for disqualification from the RFP process.** Under no circumstances should Proposers make informational inquiries outside the process described in Section 5 regarding this RFP.

### 4.4 Addenda: Errors and Omissions

If a Proposer discovers any ambiguity, conflict, discrepancy, omission or other error in this RFP, the Proposer should immediately notify the key contact detailed on page 4 and the Financial & Sector Advisors on page 5 of such error by email or via the Dataroom and request clarification or modification to the RFP. The Proposer's notification should note the correction needed by the Government. Should the Government find it necessary, modification of the RFP will be made by written addenda. Such modifications will be posted in the Dataroom.

If a Proposer fails to notify the Government of a known error or an error that reasonably should have been known prior to the final filing date for submission of the Proposal, the Proposer shall assume the





risk. If awarded the contract, the Proposer(s) shall not be entitled to additional compensation or time by reason of the error or its late correction.

#### **4.5 Limitations**

Proposal submissions are subject to the following:

- The RFP does not commit the Government to award a contract, pay any costs incurred in the preparation of a Proposal, or procure or contract for product or services of any kind whatsoever. The Government reserves the right, at its sole discretion, to accept or reject, in whole or part, any or all responses to this RFP, to negotiate with any or all firms susceptible of being selected for award, or to cancel this RFP in whole or in part. The Government reserves the right to request additional information from any or all Proposers.
- Proposers may be requested to clarify the contents of their Proposal. Other than as provided herein, no Proposer will be allowed to alter its Proposal or to add new information after the Proposal due date.
- A Proposer may be invited to participate in negotiations and to submit any price, technical, or other revisions to its Proposal that may result from such negotiations.

This RFP, associated information or data, and the entire evaluation of sourcing opportunities will be deemed the sole proprietary information of the Government, unless covered by proprietary rights. All materials and information submitted or provided by or through bidders become the sole property of the Government and shall not be returned to bidders. The Government reserves the right to modify or reject and/or use without liability, unless covered by proprietary rights, any or all of the ideas, suggestions or other intellectual properties from such materials and information.

#### **4.6 Partnership/Consortium Changes**

If a partner or a member of a consortium, other than the lead member, withdraws prior to the submission deadline, the Proposer may replace the member, provided that the Proposal may not be modified in any way. Notwithstanding the foregoing, all information required of any partner or member by the RFP must be provided in relation to the new member. Additionally, the lead member must explain the reason for the withdrawal and justify the replacement, whether by a new firm or existing Consortium member(s). Any such replacement is subject to Government consent. No change may be made to the lead member after a Proposal is submitted.

#### **4.7 Proposal Compliance**

Proposers will be deemed non-responsive for any of the following reasons:

- The Proposer does not meet the minimum eligibility requirements;
- The Proposal is not consistent with Proposal content requirements;
- The Proposal is irregular or not in conformance with the RFP requirements and instructions; and/or





- The Proposal contains a material omission(s).

The Government may in its sole discretion waive non-material deviations in a Proposal that are merely a matter of form and not substance and the correction of which would not be prejudicial to other Proposals. Failure to deliver a Proposal on time will not be waived under any circumstances (e.g., traffic conditions, mail or courier failure).

#### **4.8 Administrative Specifications**

Additional requirements regarding Proposal submissions include the following:

- All Proposals must be valid and open for acceptance by the Government for [180 days] following the proposal opening date, and signed by an authorized officer of the Proposer;
- All Proposers are obligated to update any changes in their Proposal prior to the Proposal due date; and
- Except as provided herein and under Section 4.4, no modifications may be made to a Proposal after its submission to the Government.

#### **4.9 Only One Proposal**

The Proposer (including the individual members of any Joint Venture or Consortium) may submit only one Proposal, either in its own name or as part of a Joint Venture or Consortium in another Proposal. If a Proposer, including any Joint Venture member or Consortium member, submits or participates in more than one proposal, all such proposals will be disqualified and rejected.

#### **4.10 Selection Process**

All proposals will be subject to evaluation by a committee designated by the Government (the “Selection Committee”). The Selection Committee will review the proposals submitted for the purposes of making a recommendation for the Preferred Proposer to the Cabinet for approval. Such evaluation is expected to include the following three phases: compliance phase, pricing analysis phase and technical analysis phase.

During the compliance phase, proposals will be evaluated to determine whether they were prepared in compliance with all RFP requirements. This evaluation shall include the following:

- Proposal submitted prior to submission deadline;
- Proposal is in required format;
- Proposers meet minimum eligibility requirements; and
- All mandatory attachments and certifications have been provided with proposal.

This phase will be evaluated based on a Pass or Fail weighting.

Following this evaluation, the Selection Committee intends to determine which Proposals are eligible to proceed to the next phases. Such proposals will undergo a pricing evaluation and a technical evaluation based on the Pricing Score Formula and Technical Review Criteria set forth below. Such evaluation may



include the Selection Committee asking each Proposer questions in writing about its Proposal in order to clarify the Selection Committee’s understanding of each Proposal. Proposers will also provide their responses to the Government in writing. Interviews with Proposers may also be conducted during this period. Based on these evaluations, the Selection Committee intends to then make its recommendations for selection of a Third Party Contractor to the Government.

Following this, the Selection Committee intends to then conduct competitive negotiations with the Preferred Proposer on all prices, terms, and conditions set forth in the relevant contracts. During such negotiations, the Preferred Proposer would have the opportunity to make its best and final offer to the Government.

All Proposers will be notified in writing once a Third Party Contractor has been identified.

#### **4.11 Pricing Score Formula**

The Selection Committee will evaluate the Pricing Proposals in accordance with the pricing score derived using the pricing formula below:

**Pricing score formula =**

(price of lowest bid / price of bid under consideration) \* weight allocated for pricing.

Pricing accounts for 30% of the total evaluation score.

#### **4.12 Technical Review Criteria**

The Selection Committee will evaluate the technical aspects of Proposals in accordance with the following evaluation criteria, not necessarily listed in the order of importance. The weighting for each evaluation criteria is indicated below.

1. Adequacy and quality of proposed methodology, and business plan, in response to RFP
  - Management and administration – 20%
  - Wellness – 10%
2. Experience, technical capability, infrastructure, resources and capability to service Beneficiaries in remote locations
  - Management and administration – 20%
  - Wellness – 10%
3. Level of proposed Bahamian participation including intermediaries – 10%

The overall completeness, clarity, and quality of the Proposal and responsiveness to the RFP will also be evaluated.

The technical review accounts for 70% of the total evaluation score.



## 5 COMMUNICATIONS DURING THE RFP PROCESS

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Other than as provided for in this RFP, any contact with a member of Government, the Selection Committee, staff, or advisors regarding the RFP during its pendency may be grounds for disqualification from the RFP process.

### 5.1 General

This RFP includes and imposes certain restrictions on communications between the Government and Proposers during the procurement process. A Proposer is restricted from making contact directly or indirectly (i.e., an oral, written, or electronic communications which a reasonable person would infer as an attempt to influence the award, denial, or amendment of a contract) with any Government representative or advisor, other than as designated herein, from the date of issuance of the RFP through the final award and approval of the resulting Services Agreement by the Government.

Further, no Proposer or member of any Consortium should make any press statement or discuss the status of the process or information related thereto or their Proposals, with any member of the press. The Government will update the public as necessary from time to time.

The Government's designated staff for this RFP includes the Selection Committee. In addition, the Government has tasked KPMG Advisory Services Ltd. ("KPMG") to assist in this process.

### 5.2 Electronic Dataroom

To assist in the preparation of Proposals, the Government will provide a Dataroom for registered Proposers by **August 29, 2016**. The Dataroom will include information such as the draft Services Agreement Term Sheet, population information, certain public health system utilization statistics and the draft legislation. The Dataroom can be accessed via a link which will be provided to registered parties per Section 4.2. Protocols for access and use of the Dataroom will be provided at that time. All prospective Proposers must clearly identify on the registration form the individuals representing them for whom Dataroom access is requested.

### 5.3 Bidder Conference

Registered parties are encouraged to attend the bidder conference. The bidder conference will be held Tuesday, September 8, 2016 commencing at 10:30am at a location to be confirmed once bidders RSVP. Parties interested in attending are required to confirm attendance by September 2, 2016 by contacting the Financial & Sector Advisors via email at the address on page 5. Proposers are invited to have up to three persons attend the bidder conference.

### 5.4 Questions About the RFP

Questions regarding this RFP or information in the Dataroom should be submitted to the Financial & Sector Advisors via email at the address on page 5 or via the Dataroom on or before 3:00 p.m. Eastern Time on **Friday, September 23, 2016**. Responses to these questions will be provided directly to the requestor and also posted anonymously in the Dataroom on a rolling basis. Registered Proposers are



encouraged to check the Dataroom frequently. No other communication of questions or answers will be made, unless otherwise provided for as a part of this RFP process. Telephone calls will not be accepted.

## **5.5 Interviews**

The Government may choose to conduct interviews with selected Proposers to clarify aspects of their Proposals. If interviews are conducted, the Government will notify the affected Proposer(s) and arrange a suitable date.



## Appendix A - Definitions

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<b>The Bahamas</b>	The Commonwealth of The Bahamas
<b>Beneficiary</b>	A person who is enrolled to receive benefits under the Plan
<b>Benefits</b>	The goods and services specified in the Second Schedule of the NHI Bill and available to Beneficiaries under the Plan
<b>Consortium</b>	A combination of entities, including joint ventures, that have joined together to provide the Services
<b>Dataroom</b>	A virtual dataroom established for the purposes of this RFP
<b>FFS</b>	Fee-for-service
<b>Government</b>	The Government of The Commonwealth of The Bahamas
<b>HSS</b>	Health System Strengthening
<b>ICB</b>	Insurance Commission of The Bahamas
<b>IT</b>	Information Technology
<b>KPMG</b>	KPMG Advisory Services Limited
<b>MoH</b>	Ministry of Health
<b>NDA</b>	Non Disclosure Agreement
<b>NHI</b>	National Health Insurance
<b>NHIA</b>	National Health Insurance Authority
<b>NHI Bill</b>	National Health Insurance Bill, 2016
<b>Plan</b>	National Health Insurance Plan



<b>Preferred Proposer</b>	The Third Party Contractor shortlisted to enter into negotiations on the Services Agreement with the Government
<b>Proposal</b>	A document submitted outlining a Proposer’s technical qualifications, their plan for providing services and their price for the provision of such services based on the submittal requirements outlined in this Request For Proposal
<b>Proposers</b>	Respondents to this Request For Proposal
<b>Provider</b>	An entity, corporate or unincorporate, approved by the NHIA to render Benefits under the Plan
<b>Public Insurer</b>	A long-term insurance company, carrying on sickness or health insurance business, that is certified by the Insurance Commission of The Bahamas, registered by the NHIA and wholly owned by the Government of The Commonwealth of The Bahamas for the purposes of providing NHI coverage
<b>Recipient</b>	Entities who receive the RFP after submitting expressions of interest in submitting a proposal for the provision of the Services to the Public Insurer
<b>RFP</b>	Request for proposal
<b>RHA</b>	Regulated Health Administrator
<b>Senior Management</b>	Senior personnel employed directly with the Third Party Contractor and directly accountable for the delivery of services under the Services Agreement
<b>Services</b>	The operational activities as set out under the Services Agreement
<b>Services Agreement</b>	Contract to be entered with Third Party Contractor
<b>Services Agreement Term Sheet</b>	A summary description of the key terms of the proposed Services Agreement
<b>Selection Committee</b>	A committee designated by the Government to evaluate Proposals
<b>Technical Review Criteria</b>	Criteria as outlined in this Request For Proposal used by the Government to evaluate the technical aspects of the Proposal to determine the technically qualified proposers



**Third Party Contractor**

The third party entity selected to provide management, administration and wellness services for the Public Insurer

**UHC**

Universal health coverage. According to the World Health Organization, the goal of universal health coverage is to ensure that all people obtain the health services they need without suffering financial hardship when paying for them.



## Appendix B - Proposed Interfacing Requirements for an Integrated Information System

Interfacing requirements for integrated information system											
NHIA System / Application	External System / Application	External Application Description	External Application Software	External Application Technology Platform	Message Content	Flow Direction	Data Volume: Steady/Peak	Frequency	Mode (Batch; API Call)	Data exchange format / technology	Job scheduling (automated, manual, n/a)?
Core NHIA Application	RHA Application	Systems used by the RHAs to manage client and provider information premiums and claims.	TBD	TBD	Vital Benefits Package Changes	NHIA to RHA	Very Low	Weekly	API Call	Batch API	Automated
Core NHIA Application	RHA Application	Systems used by the RHAs to manage client and provider information premiums and claims.	TBD	TBD	Advanced Care Pre-authorization Request	RHA to NHIA	Very Low	Near Real Time	API Call	Service Message	n/a
Core NHIA Application	RHA Application	Systems used by the RHAs to manage client and provider information premiums and claims.	TBD	TBD	Advanced Care Pre-authorization Decision	NHIA to RHA	Very Low	Near Real Time	API Call	Service Message	n/a
Core NHIA Application	RHA Application	Systems used by the RHAs to manage client and provider information premiums and claims.	TBD	TBD	Beneficiary Enrollment	NHIA to RHA	10K / 90K per day	Near Real Time	API Call	Service Message	n/a
Core NHIA Application	RHA Application	Systems used by the RHAs to manage client and provider information premiums and claims.	TBD	TBD	Complaint Reporting	RHA to NHIA	Very Low	Near Real Time	API Call	Service Message	n/a
Core NHIA Application	RHA Application	Systems used by the RHAs to manage client and provider information premiums and claims.	TBD	TBD	Exception Care FFS Payment Request	RHA to NHIA	3K / NA	Monthly	API Call	Batch API	n/a

API = Application program interface

FFSHCP = Fee for service health care provider

HCPE = Health care provider entity





Interfacing requirements for integrated information system											
NHIA System / Application	External System / Application	External Application Description	External Application Software	External Application Technology Platform	Message Content	Flow Direction	Data Volume: Steady/Peak	Frequency	Mode (Batch; API Call)	Data exchange format / technology	Job scheduling (automated, manual, n/a)?
NHIA Financials Application	RHA Application	Systems used by the RHAs to manage client and provider information premiums and claims.	TBD	TBD	Exception Care FFS Payment	NHIA to RHA	3K / NA	Monthly	API Call	Batch API	n/a
Core NHIA Application	RHA Application	Systems used by the RHAs to manage client and provider information premiums and claims.	TBD	TBD	FFS Claim Data	RHA to NHIA	70K / NA	Weekly	API Call	Batch API	Automated
NHIA Financials Application	RHA Application	Systems used by the RHAs to manage client and provider information premiums and claims.	TBD	TBD	RHA Premium Payment	NHIA to RHA	Very Low	Monthly	API Call	Batch API	Automated
Core NHIA Application	RHA Application	Systems used by the RHAs to manage client and provider information premiums and claims.	TBD	TBD	P4P Payment Instruction	NHIA to RHA	420K / NA	Monthly	API Call	Batch API	Automated
NHIA Financials Application	RHA Application	Systems used by the RHAs to manage client and provider information premiums and claims.	TBD	TBD	RHA/TPA Contract	NHIA to RHA	Very Low	On Demand	API Call	Batch API	Automated
Core NHIA Application	RHA Application	Systems used by the RHAs to manage client and provider information premiums and claims.	TBD	TBD	Provider Information	NHIA to RHA	Low	Monthly/On Demand	API Call	Batch API	Automated

API = Application program interface

FFSHCP = Fee for service health care provider

HCPE = Health care provider entity



Interfacing requirements for integrated information system											
NHIA System / Application	External System / Application	External Application Description	External Application Software	External Application Technology Platform	Message Content	Flow Direction	Data Volume: Steady/Peak	Frequency	Mode (Batch; API Call)	Data exchange format / technology	Job scheduling (automated, manual, n/a)?
RHA Application	FFSHCP Application	Systems used by FFSHCPs to manage their clients, claims, payments, etc.	Various	Various	FFS Claims	HCPE to RHA	35K / NA	Weekly	TBD	TBD	TBD
RHA Application	FFSHCP Application	Systems used by FFSHCPs to manage their clients, claims, payments, etc.	Various	Various	Claims and P4P Payments	RHA to HCPE	150K / NA	Monthly	TBD	TBD	TBD
RHA Application	HCPE Application	Systems used by HCPEs to manage their clients, claims, payments, etc.	Various	Various	Capitated NHI Activity	HCPE to RHA	5K / NA	Weekly	TBD	TBD	TBD
RHA Application	HCPE Application	Systems used by HCPEs to manage their clients, claims, payments, etc.	Various	Various	Capitation Payments	RHA to HCPE	210K / NA	Monthly	TBD	TBD	TBD

API = Application program interface

FFSHCP = Fee for service health care provider

HCPE = Health care provider entity



## Appendix C - Pricing Proposal Form

Name of Proposer: \_\_\_\_\_

RFP description: **Identification of a Third Party Contractor to provide management, administration and wellness services for the Public Insurer, a wholly-owned Government entity**

Proposer must complete and submit this Pricing Form based on the following criteria:

1. The indicated price is valid for 180 days following proposal opening date.
2. **Price Component 1:** Provision of services in accordance with the scope of services (excluding IT solutions) for year 1. Base fees for additional years will be adjusted for inflation.

Number of Beneficiaries at the end of each calendar month	Fee per Beneficiary per month excluding VAT	
	Management and administration	Wellness
<50,000		
50,000 – 100,000		
100,000 +		

3. **Price Component 2:** IT solutions

Please indicate in the table below costs involved with providing IT solutions for the Public Insurer for year 1.

Description of service/product	Annual fee (excluding VAT)

4. **Price Component 3:** Additional services

Please indicate in the table below any additional services that could be provided that are outside the scope of services listed in the RFP.

Description of service	Annual fee (excluding VAT)



**Calculation of Pricing Score**

Proposer’s Pricing Score will be calculated based on Price Components 1 and 2.

**Minimum Performance Standards**

The Third Party Contractor will be required to meet minimum performance standards. The performance of the Third Party Contractor will be audited via randomly selected statistics on an annual basis. Performance metrics audited may include, but not be limited to, the below (as detailed on pages 26 and 27):

- Customer satisfaction
- Wellness participation
- Operating cost containment
- Prior authorization accuracy
- Prior authorization request turnaround time
- On-line access and user query capacities
- Standard response time to inquiries and issues
- Call answer speed
- Call abandonment rate
- Claim turnaround time
- Claim financial accuracy
- Claim payment accuracy
- Claim processing accuracy
- Data transfer
- System availability
- Standard financial reporting

Failure to meet performance standards will result in fee penalties. Specific metrics/thresholds and penalties will be agreed during negotiations with the Third Party Contractor.

**Declaration**

I HEREBY CERTIFY THAT THE INFORMATION SUBMITTED ABOVE IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF. I ACCEPT THAT THE GOVERNMENT MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Position

\_\_\_\_\_  
Name of Proposer



## Appendix D - Registration Form



The Tenders Board  
Ministry of Finance  
Cecil Wallace-Whitfield Centre  
West Bay Street  
Nassau, N.P., Bahamas

# REGISTRATION FORM

In connection with the provision of management, administration and wellness services to the Public Insurer relating to National Health Insurance *within the Commonwealth of The Bahamas*

**Please submit this completed form and its attachments to the address above and also email a copy of same to [info@nhibahamas.gov.bs](mailto:info@nhibahamas.gov.bs).**

<b>Name of Legal Entity:</b>	(the "Registrant")
<b>Mailing Address:</b>	
<b>Contact Persons:</b> Please provide two contact persons for all future communications with the Government of The Commonwealth of The Bahamas (the "Government") and KPMG Advisory Services Ltd. ("KPMG")	
<b>Name:</b>	
<b>Phone Number:</b>	
<b>Email Address:</b>	
<b>Mailing Address:</b>	
<b>Name:</b>	



<b>Phone Number:</b>	
<b>Email Address:</b>	
<b>Mailing Address:</b>	
<b>Please confirm the payment method for the registration fee (B\$10,000 or US\$10,000). (Please tick as applicable)</b>	
<input type="checkbox"/> Draft payable to the Public Treasury of The Bahamas is attached	
<input type="checkbox"/> Copy of bank wire transfer confirmation is attached	
<b>Do you require access to the Dataroom?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No (Please tick as applicable)	
(If you ticked yes to the question above, please provide contact information for the individuals who will be accessing the Dataroom on your company's behalf.)	
<b>Name:</b>	
<b>Position:</b>	
<b>Phone number:</b>	
<b>Email address:</b>	
<b>Name:</b>	
<b>Position:</b>	
<b>Phone number:</b>	
<b>Email address:</b>	
<b>Name:</b>	
<b>Position:</b>	
<b>Phone number:</b>	
<b>Email address:</b>	
<b>Name:</b>	
<b>Position:</b>	
<b>Phone number:</b>	
<b>Email address:</b>	
<b>Name:</b>	
<b>Position:</b>	



<b>Phone number:</b>	
<b>Email address:</b>	
<b>By signing and submitting this form:</b>	
<ol style="list-style-type: none"> <li>1. We confirm our interest in conducting investigations into the provision of management, administration and wellness services to the Public Insurer relating to the reform of the health sector in the Commonwealth of The Bahamas, (the “Opportunities”) and that we wish to be supplied with, and invited to complete and return, a Request for Proposal (“RFP”) package in connection with the RFP process for such sale (the “RFP process”);</li> <li>2. We confirm that the respective registration fee (the “Registration Fee”) has been paid;</li> <li>3. We expressly acknowledge and agree unconditionally to be bound by: (i) the terms of the RFPs once made available to us, and any other communication made by the Government and/or KPMG, or their respective advisors and officials, in connection with the RFP process or the Opportunities (the “Terms”), and (ii) any decisions taken or to be taken by the Government in connection with the RFP process or the Opportunities (“Decisions”);</li> <li>4. We expressly acknowledge and agree that the submission of this registration form and/or a completed RFP is no guarantee of being invited to participate in any further stages of the RFP process and that the Government reserves the right, in its sole and absolute discretion, to reject or accept any registration form and/or any Proposal received pursuant to this RFP process;</li> <li>5. We expressly acknowledge and agree that the Government and its respective officials, employees, affiliates, representatives or advisors, are not responsible for any costs, damages or liabilities incurred by us in connection with the RFP process or the Opportunities including but not limited to our costs associated with preparing this registration form, our responses to the RFP and any other required information;</li> <li>6. We confirm that by returning this registration form or otherwise participating in the RFP process or the Opportunities we are not, and, so far as we are aware (having made all reasonable enquiries), will not be, in breach of any applicable securities laws or laws relating to financial promotion or other regulated activities;</li> <li>7. We confirm that we have the necessary power to enable us to execute and perform the obligations expressed to be assumed in this document;</li> <li>8. We confirm that the performance of every obligation to be assumed by us in this document has been duly authorized by any necessary action on the part of our officers and/or shareholders;</li> <li>9. We confirm that this document has been properly executed in accordance with all applicable laws of the Commonwealth of The Bahamas and is fully binding on us in accordance with its terms;</li> <li>10. We expressly acknowledge and agree that this document, the terms and any decisions shall be governed by and construed in accordance with the laws of The Commonwealth of The Bahamas, notably as regards their validity, interpretation, performance and termination; and</li> <li>11. We expressly acknowledge and agree that any legal action or proceedings arising out of or in connection with this document, the terms and/or any decision, shall be subject to, and we irrevocably submit to, the exclusive jurisdiction of the courts of The Commonwealth of The Bahamas and we waive any objection to proceedings in such courts on the grounds of venue or on the grounds that proceedings have been brought in an inappropriate forum.</li> </ol>	
Signature:	for and on behalf of the Registrant
Name:	
Title:	
Date:	



## Appendix E - Non-Disclosure Agreement

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DATED \_\_\_\_\_ 2016

**THE GOVERNMENT OF THE COMMONWEALTH OF THE  
BAHAMAS**

and

\_\_\_\_\_

\_\_\_\_\_  
**NON DISCLOSURE AGREEMENT**  
\_\_\_\_\_





**COMMONWEALTH OF THE BAHAMAS**

**THIS AGREEMENT** is made on

2016

**BETWEEN:**

- (1) **THE PERMANENT SECRETARY OF THE NATIONAL HEALTH INSURANCE SECRETARIAT** currently located at the Teachers & Salaries Workers Union Building, East Street & Purpose Way, P. O. Box N 3212, Nassau, New Providence, the Commonwealth of The Bahamas (the **“Government”**); and
- (2) \_\_\_\_\_, a company/corporation\* incorporated under the laws of \_\_\_\_\_, with registered number \_\_\_\_\_ and whose principal place of business is at \_\_\_\_\_ (the **“Proposer”**). [\* please delete as appropriate]

**WHEREAS:**

- (A) The Proposer is one of a number of parties who is participating in a Request for Proposal (‘‘RFP’’) to potentially provide management, administration and wellness services related to the reform of The Bahamas health sector.
- (B) The Government wishes to ensure that any Confidential Information (as defined below) revealed to the Proposer in the course of the RFP process and associated negotiations remains confidential and is not used by the Proposer for any purpose apart from the submittal of a proposal for the purpose referred to above.

**AGREED TERMS**

**1 INTERPRETATION**

1.1 The definitions and rules of interpretation in this clause apply in this Agreement.

**‘‘Affiliate’’**

means an entity that, in respect of another entity has the power to control or is controlled by the other or where a third entity controls both.

**‘‘Confidential Information’’**

has the meaning given in clause 1.2;

**‘‘Copies’’**

means copies of Confidential Information including any document, electronic file, note, extract, analysis, study, plan, compilation or any other way of representing or recording and recalling information which contains, reflects or is derived or generated from Confidential Information;

**‘‘Group’’**

means in relation to a company, a parent company (‘‘**Parent Company**’’) and its Subsidiaries and any other Affiliates. Unless the context otherwise requires, the application of the definition of Group to any company at any time shall apply to the company as it is at that time;

**‘‘Permitted Purpose’’**

Means the preparation of a Proposal in response to this RFP and the provision of management, administration and wellness services to the Public Insurer;



**“Public Insurer”**

means a long term insurer licensed by the Insurance Commission of The Bahamas and wholly owned by the Government of The Commonwealth of The Bahamas for the purposes of providing NHI coverage;

**“RFP”**

means the Request For Proposal document prepared by the Government and released on August 22, 2016;

**“Subsidiary”**

means a company at least 50% of whose outstanding voting shares of each class or series of shares are owned, directly or indirectly, by another company; and

**“The Bahamas”**

means The Commonwealth of The Bahamas.

**1 PROPOSER’S OBLIGATIONS**

1.1 In return for the Government and its agents making Confidential Information available to the Proposer, the Proposer shall:

- 1.1.1 keep the Confidential Information secret;
- 1.1.2 use the Confidential Information only for the Permitted Purpose;
- 1.1.3 not directly or indirectly disclose the Confidential Information (or allow it to be disclosed), in whole or in part, to any person or make Copies unless permitted by this Agreement;
- 1.1.4 ensure that no person gets access to Confidential Information from the Proposer, its officers, employees or agents unless authorised; and
- 1.1.5 on becoming aware, or suspecting, that an unauthorised person has become aware of Confidential Information, immediately inform the Government during the period from the date of this Agreement up to and including the date of completion of the transaction to which the RFP relates, and thereafter (if the obligations contained in this Agreement have not terminated pursuant to clause 5.1) immediately inform the Government.

1.2 **“Confidential Information”** means:

- 1.2.1 the existence and contents of this Agreement; and
- 1.2.2 all information in whatever form (including, without limitation, in written, oral, visual or electronic form, or on tape or disk) relating to the Public Insurer and the Government’s health policy that is directly or indirectly disclosed, whether before or after the date of this Agreement, to the Proposer or any of its representatives by any agent, adviser, director, member, officer or employee of the Government, or which comes to the Proposer’s attention in connection with the Permitted Purpose,

but excludes the information in clause 1.3.



- 1.3 Information is not Confidential Information if:
  - 1.3.1 the information is, or subsequently becomes, public knowledge other than as a direct or indirect result of the information being disclosed in breach of this Agreement; or
  - 1.3.2 the Proposer can establish, to the reasonable satisfaction of the Government, that it found out the information from a source not connected with the Government or any other governmental agency or department and that such source is not under any obligation of confidence in respect of that information; or
  - 1.3.3 the Proposer can establish, to the reasonable satisfaction of the Government, that the information was known to the Proposer before the date of this Agreement and that it was not under any obligation of confidence in respect of that information; or
  - 1.3.4 the parties agree in writing that it is not confidential.
- 1.4 The Proposer may disclose Confidential Information only:
  - 1.4.1 to such officers and employees of its Group as are strictly necessary for the Permitted Purpose;
  - 1.4.2 to professional advisers or consultants engaged to advise the Proposer in connection with the Permitted Purpose;
  - 1.4.3 to people whom the Government agrees in writing may receive the information; and
  - 1.4.4 to the extent permitted by clause 4.
- 1.5 The Proposer shall:
  - 1.5.1 inform any person to whom it discloses the Confidential Information that the information is confidential; and
  - 1.5.2 procure that any person to whom it discloses the information (other than disclosures under clause 4) complies with this Agreement as if they were the Proposer and, if the Government so requests, procure that they enter into a confidentiality agreement with the Government on terms equivalent to those contained in this Agreement.
- 1.6 If discussions in relation to the Permitted Purpose cease, or the Government so requests in writing at any time, a senior officer of the Proposer shall immediately:
  - 1.6.1 return to the Government all the Confidential Information received by the Proposer; and
  - 1.6.2 destroy or permanently erase all Copies supplied to it or made by it, or by the persons who have received Confidential Information.
- 1.7 Nothing in clause 2.6 shall require the Proposer to return or destroy Confidential Information or Copies that the Proposer, or the persons to whom the Confidential Information or Copies have been disclosed, are required to retain by applicable law or to satisfy the rules or regulations of a regulatory body or securities exchange to which such person is subject.
- 1.8 The Proposer shall, immediately on the request of the Government, confirm in writing (such confirmation to be signed by a director or authorised representative of the Proposer) that it has complied with its obligations under clause 2.6.



## 2 **AUTHORISED CONTACT**

- 2.1 All communications with the Government about the Permitted Purpose shall be addressed to Mr. Peter Deveaux-Isaacs, Permanent Secretary at the National Health Insurance Secretariat (please see clause 14.2 for further contact details).
- 2.2 The Proposer shall not contact or communicate with any officers, employees, consultants, or advisers in connection with the Permitted Purpose without the Government's written consent or as provided for in the RFP.

## 3 **FORCED DISCLOSURE**

- 3.1 Subject to clause 4.2, the Proposer may disclose Confidential Information to the minimum extent required by court order, rules of any listing authority or stock exchange, or laws or regulations of any country with jurisdiction over the Proposer's Group.
- 3.2 Before the Proposer discloses any information under this clause 4, the Proposer shall (to the extent permitted by law) use its best endeavours to inform the Government of the full circumstances of the disclosure and the information that will be disclosed, and take all such steps as may be reasonable and practicable in the circumstances to agree on the contents of such disclosure with the Government before making the disclosure.
- 3.3 The Proposer shall co-operate with the Government if the Government decides to bring any legal or other proceedings to challenge the validity of the requirement to disclose Confidential Information (at the Government's cost and expense).
- 3.4 If the Proposer is unable to inform the Government before Confidential Information is disclosed, the Proposer shall (to the extent permitted by law) inform the Government immediately after the disclosure of the full circumstances of the disclosure and the information that has been disclosed.

## 4 **TIME**

- 4.1 The obligations contained in this Agreement for all proposers under this RFP other than the Third Party Contractor shall end two years from the date of this Agreement, but without affecting the liability for breach of this Agreement before then.
- 4.2 The obligations contained in this Agreement for the Third Party Contractor under this RFP shall end upon entering into a services agreement in accordance with clause 6.4 of this Agreement, but without affecting the liability for breach of this Agreement before then and provided that appropriate confidentiality clauses are contained in the services agreement and/or a subsequent confidentiality agreement is entered into .

## 5 **DAMAGES NOT AN ADEQUATE REMEDY**

- 5.1 Without prejudice to any other rights or remedies that any party may have, it is hereby acknowledged and agreed that damages alone may not be an adequate remedy for any breach of the provisions of this Agreement and that, accordingly, the Government shall be entitled, without proof of special damage to the remedies of injunction, specific performance and other equitable relief for any threatened or actual breach of the provisions of this Agreement and the Proposer hereby agrees to waive any rights it may have to oppose the granting of any equitable relief (including injunctive relief) sought in relation to any threatened or actual breach of the provisions of this Agreement.



## **6 WHOLE AGREEMENT AND CONDUCT OF NEGOTIATIONS**

- 6.1 This Agreement is the whole agreement between the parties and supersedes any arrangements, understanding or previous agreement between them relating to the subject matter covered by this Agreement.
- 6.2 This Agreement and the supply of Confidential Information does not constitute an offer or permission by the Government to provide management or wellness program services to the Public Insurer and does not impose an obligation on either party to continue discussions or negotiations in connection with the Permitted Purpose.
- 6.3 The Confidential Information has not been verified by the Government or any of its advisers and may not be accurate or complete and the Government makes no representation or warranty as to the accuracy, completeness or reasonableness of the Confidential Information and no such representation or warranty shall be implied. The Government is not liable to the Proposer or to any person to whom the Proposer discloses the Confidential Information if it is relied on.
- 6.4 If the Proposer is successful in the RFP process, the Proposer shall enter into a services agreement in which the Proposer shall acknowledge that the Proposer has not been induced to enter into the agreement by any representation other than as set out in the relative agreement.
- 6.5 Nothing in this clause 7 operates to limit or exclude any liability for fraud.

## **7 COSTS**

- 7.1 Unless otherwise specified, all costs in connection with the negotiation, preparation, execution and performance of this Agreement (and any documents referred to in it) and the consideration or evaluation of the Confidential Information shall be borne by the party that incurred the costs.

## **8 ASSIGNMENT**

- 8.1 Save as provided in clause 9.2, no party shall without the prior written consent of the other party assign, transfer or otherwise delegate (in whole or in part) or charge or deal in any manner with the benefit of or the rights or obligations under this Agreement or any document referred to in it.
- 8.2 The Government may at any time assign and transfer all or any of its rights and/or obligations under this Agreement to any body (corporate or otherwise), department, board, authority or agency of the Government or to any body corporate or partnership controlled by the Government, and those persons shall be entitled to enforce this Agreement as if they were the Government.

## **9 SUCCESSORS AND ASSIGNS**

This Agreement shall be binding on and ensure for the benefit of the successors and permitted assigns of the parties.

## **10 ACTING AS PRINCIPAL**

The Proposer is acting as principal and not as a broker or agent.

## **11 AMENDMENTS**

### **11.1 Amendments**

No amendment or variation of this Agreement or any of the documents referred to in it shall be effective unless it is in writing and signed by or on behalf of each of the parties.



**11.2 Waivers and remedies**

- 11.2.1 The rights of each party under this Agreement may be waived only in writing and specifically.
- 11.2.2 Delay in exercising or non-exercise of any right or remedy under this Agreement is not a waiver of that right or remedy.
- 11.2.3 Partial exercise of any right or remedy under this Agreement shall not preclude any further or other exercise of that right or remedy or any other right or remedy under this Agreement.
- 11.2.4 Waiver of a breach shall not operate as a waiver of any subsequent breach.

**12 THIRD PARTIES AND INTELLECTUAL PROPERTY**

- 12.1 The parties may terminate, rescind, or vary this Agreement without the consent of any person who is not a party to this Agreement.
- 12.2 None of the Confidential Information is the property of the Proposer. The disclosure to the Proposer of any Confidential Information shall not give the Proposer any licence or other rights whatsoever in respect of any part of such Confidential Information beyond the rights contained in this Agreement.

**13 NOTICES**

- 13.1 All notices or reports permitted or required under this Agreement shall be in writing and shall be by personal delivery, nationally recognised overnight courier service, facsimile transmission or by certified or registered mail, return receipt requested, and shall be deemed given upon the earlier of actual receipt or two (2) business days after deposit with the courier service, receipt by sender of confirmation of electronic transmission or five (5) business days after deposit in the mail. Notices shall be sent to the addresses set forth in clause 14.2 or such other address as either party may specify in writing.

**13.2 Addresses for notices**

The addresses and email addresses of the parties for the purposes of this clause are:

**The Government**

Address: National Health Insurance Secretariat, Teachers and Salaried Workers Union Building, East Street & Purpose Way, PO Box N-3212, Nassau, N.P., Bahamas

For the attention of: Mr. Peter Deveaux-Isaacs, Permanent Secretary

Email address: [info@nhibahamas.gov.bs](mailto:info@nhibahamas.gov.bs)

**Proposer**

Address: \_\_\_\_\_  
\_\_\_\_\_

For the attention of: \_\_\_\_\_



Email address: \_\_\_\_\_

**14 COUNTERPARTS**

**14.1 Execution in counterparts**

This Agreement may be signed in any number of counterparts and by the parties to it on separate counterparts, but shall not be effective until each party has signed at least one counterpart.

**14.2 One Agreement**

Each counterpart shall constitute an original of this Agreement but all counterparts shall together constitute one and the same agreement.

**15 INVALIDITY**

15.1 If any provision in this Agreement is or is held to be illegal, invalid or unenforceable, in whole or in part, the provision shall apply with whatever deletion or modification is necessary so that the provision is legal, valid and enforceable and gives effect to the commercial intention of the parties.

15.2 To the extent it is not possible to delete or modify the provision, in whole or in part, under clause 15.1, then such provision or part of it shall, to the extent that it is illegal, invalid or unenforceable, be deemed not to form part of this Agreement and the legality, validity and enforceability of the remainder of this Agreement shall, subject to any deletion or modification made under clause 15, not be affected.

**16 GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of The Bahamas.

**17 JURISDICTION**

In relation to any legal action or proceedings arising out of or in connection with this Agreement, each of the parties irrevocably submits to the exclusive jurisdiction of the courts of The Bahamas and waives any objection to proceedings in such courts on the grounds of venue or on the grounds that proceedings have been brought in an inappropriate forum.

**AS WITNESS** this Agreement has been entered into on the date herein aforementioned.

**SIGNED** by \_\_\_\_\_  
for and on behalf of **THE GOVERNMENT OF  
THE COMMONWEALTH OF THE BAHAMAS**

.....

**SIGNED** by \_\_\_\_\_  
for and on behalf of \_\_\_\_\_  
\_\_\_\_\_

.....

Director



Request for Proposals – August 22, 2016

Management, administration and wellness services relating to the Public Insurer

**SIGNED** by \_\_\_\_\_

for and on behalf of \_\_\_\_\_

\_\_\_\_\_

.....

Director

**SIGNED** by \_\_\_\_\_

for and on behalf of \_\_\_\_\_

\_\_\_\_\_

.....

Director

**SIGNED** by \_\_\_\_\_

for and on behalf of \_\_\_\_\_

\_\_\_\_\_

.....

Director