



REQUEST FOR PROPOSALS

Payor Portal Services

ISSUE DATE: 6/7/2024

BrightSpring Health Services
805 N Whittington Pkwy
Louisville, Kentucky 40222

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1. INTRODUCTION

1.1 Purpose for this Request for Proposal

ResCare, Inc. DBA BrightSpring Health Services on behalf of itself and all lines of businesses is soliciting proposals from established companies which offer solutions for managing access credentials for multiple payor portals.

The purpose of this Request for Proposal is to solicit proposals to establish a contract through competitive negotiation for the provision of Payor Portal Services for ResCare, Inc. DBA BrightSpring Health Services.

1.2 Company Overview

Headquartered in Louisville, Kentucky, ResCare, Inc. DBA BrightSpring Health Services is the largest diversified home and community-based health and human services provider in the U.S. BrightSpring has over 40 years of experience caring for “must-serve” client and patient populations characterized by significant needs, multiple conditions, complexity, high costs, and enduring challenges that are rest-of-life in nature. The company provides care to approximately 60,000 individuals each day across 42 states, with a mission to help people live their best life. Since the company’s inception in 1974, it has been a forerunner in the movement to provide home and community-based services for people with disabilities and other significant impairments, many of whom would be institutionalized otherwise. BrightSpring supplements its home and community-based services with ancillary services such as pharmacy, behavioral health, and telehealth solutions to optimize safety and outcomes for both its internal client and patient base and its third-party customers.

BrightSpring possesses a leading, diversified national network that provides a full spectrum of services to a variety of high need populations in settings that reduce costs to states and payers. The company’s client and patient base includes (i) individuals with intellectual and/or developmental disabilities (“I/DD”), (ii) individuals with behavioral challenges and disorders, (iii) aging individuals (seniors/elderly) or individuals with other disabilities (non-I/DD) who need assistance to continue living in their homes/communities, (iv) individuals with neuro-rehabilitation needs as a result of catastrophic injuries and illnesses (for example, acquired/traumatic brain injury and stroke), and (v) at-risk youth with either emotional, behavioral, and/or medical challenges and children with autism.

1.3 Timeline for RFP Process

Event	Date
RFP Submission to Vendors	6/07/2024
Letter of Intent from Vendors	6/12/2024

Written Clarification Questions from Vendors Due to Company	6/14/2024
Summary Q&A Provided by Company to all Vendors	6/18/2024
Final Due Date of Submission	6/30/2024
Selection Notification to Bidders	7/12/2024

1.4 Procurement Representative

Procurement Representative will be the Single Point of Contact (SPOC) prior to the award of the contract:

Brian Hall
 805 N. Whittington Parkway
 Louisville, Kentucky 40222
 502-630-7226
Brian.Hall@brightspringhealth.com

1.5 Contract Type

The Contract shall be an Indefinite Quantity Contract with Fixed Pricing.

1.6 Contract Duration

The Contract shall start from the date of full contract execution by the parties (“Effective Date”). As of the Notice to Proceed Date, the Contractor shall perform all activities required by the Contract, including the requirements of this solicitation, and the offerings in its Technical Proposal, for the compensation described in its Financial Proposal. The Contract shall be for one (1) year from Contract Effective Date. BrightSpring, at its sole option, may renew the term of the Contract through three (3) additional one-year renewal options for a total potential contract length of up to four (4) years.

1.7 Pre-Proposal Conference

A Pre-Proposal Conference will not be held. However, questions can be submitted to the Procurement Representative. Written questions from prospective Contractors may be submitted to the Procurement Representative via email.

1.8 Procurement Method

The Contract will be awarded in accordance with the U.S. federal government’s competitive procurement practices and BrightSpring Health Services’ streamlined procurement policy.

1.9 Proposal Closing Date

All proposals must be received by the Procurement Representative no later than June 30, 2024 by 5:00 pm EST. Requests for extension of this date or time shall not be granted. Contractors

mailing Proposals should allow sufficient mail delivery time to ensure timely receipt by the SPOC. Multiple/alternative Proposals will not be accepted. Proposals received after the closing date and time will not be considered.

1.10 Preparation and Award

Proposals should be prepared simply and economically and provide a straightforward and concise description of the Contractor's Proposal to meet the requirements of this RFP. A Contract shall be awarded to the Contractor submitting the Proposal that has been determined to be the most advantageous to BrightSpring, considering price and evaluation factors set forth in this RFP for providing the products/services as specified within.

Each Bidder responding to this RFP must supply all the documentation required in the RFP. Failure to provide documentation with the Bidder's response to the RFP may result in the disqualification of the Bidder's proposal.

1.11 Duration of Proposal

Proposals submitted in response to this RFP are irrevocable for the latest of the following: 180 days following the closing date for submission of proposals, best and final offers (if requested), or the date any protest concerning this RFP is finally resolved.

1.12 RFP Revisions

If revisions to the RFP are necessary prior to the due date for Proposals, the SPOC shall provide Addenda to all prospective Contractors that were sent this RFP, which are otherwise known by the SPOC to have obtained this RFP. In addition, an Addenda to the RFP will be posted on the Company's procurement vehicle. It remains the responsibility of all prospective Contractors to check all applicable websites for any Addenda issued prior to the submission of Proposals. Addenda made after the due date for Proposals will be sent only to those Contractors that submitted a timely Proposal and that remain under award consideration as of the issuance date of the Addenda.

Acknowledgment of receipt of all Addenda to this RFP issued before the Proposal due date shall be included in the Transmittal Letter accompanying the Contractor's Technical Proposal. The acknowledgement of the receipt of Addenda to the RFP issued after the Proposal due date shall be in the manner specified in the addendum notice. Failure to acknowledge receipt of an addendum does not relieve the Contractor from complying with the terms, additions, deletions, or corrections set forth in the addendum, and may cause the Proposal to be deemed not susceptible for award.

1.13 Cancellations

BrightSpring reserves the right to cancel this RFP, accept or reject any and all Proposals, in whole or in part, received in response to this RFP, to waive or permit the cure of minor irregularities, and to conduct discussions with all qualified or potentially qualified Contractors in any manner necessary to serve the best interests of the BrightSpring. BrightSpring also reserves the right, in its sole discretion, to award a Contract based upon the written Proposals received without discussions or negotiations.

1.14 Expenses

BrightSpring will not be responsible for any costs incurred by any Contractor in preparing and submitting a Proposal, in making an oral presentation, in providing a demonstration, or in performing any other activities related to submitting a Proposal in response to this solicitation.

1.15 Protests/Disputes

Any protest or dispute related, respectively, to this solicitation or the Contract shall be subject to the provisions of BrightSpring Health Services' Arbitration Policies.

1.16 Contractor Responsibilities

The successful Contractor shall be responsible for rendering products and services for which it has been selected as required by this RFP. All subcontractors shall be identified and a complete description of their role relative to the Proposal shall be included in the Contractor's Proposal.

If a Contractor that seeks to perform or provide the products/services required by this RFP is the subsidiary of another entity, all information submitted by the Contractor, such as but not limited to, references, financial reports, or experience and documentation (e.g. insurance policies, bonds, letters of credit) used to meet minimum qualifications, if any, shall pertain exclusively to the Contractor, unless the parent organization will guarantee the performance of the subsidiary. If applicable, the Contractor's Proposal shall contain an explicit statement that the parent organization will guarantee the performance of the subsidiary.

While experience and documentation of a Contractor's parent company may be used to satisfy minimum qualifications, a parental guarantee of the performance of the Contractor under this Section will not automatically result in crediting the Contractor with the experience and/or qualifications of the parent under any evaluation criteria pertaining to the actual Contractor's experience and qualifications. Instead, the Contractor will be evaluated on the extent to which BrightSpring determines that the experience and qualifications of the parent are transferred to and shared with the Contractor, any stated intent by the parent in its guarantee of performance for direct involvement in the performance of the Contract, and the value of the parent company's participation as determined by BrightSpring.

1.17 Mandatory Contractual Terms

By submitting a Proposal in response to this RFP, the Contractor, if selected for award, shall be deemed to have accepted the terms and conditions of this RFP and the Contract. The Contract shall reflect the requirements and provisions of the RFP. Any exceptions to this RFP shall be clearly identified as such in the Executive Summary of the Technical Proposal. The volume and severity of exceptions to the terms of the RFP, will be considered in the evaluation process, and may be grounds for finding a Contractor not reasonably susceptible for award.

1.18 Compliance

By submitting a Proposal in response to this RFP, the Contractor, if selected for award, agrees that it will comply with all federal, State, and local laws applicable to its activities and obligations under the finalized Contract.

1.19 Confidentiality

This RFP, plus any other documents released, information provided, discussions, etc., as part of the selection process, are strictly confidential and should not be divulged to anyone who is not directly involved in preparation of the response. Additionally, all information within this proposal or gained during the RFP or other processes will remain confidential by the vendor. No information or publicity will be allowed to any third party unless specific written authorization is obtained from BrightSpring.

It is a condition of this RFP that the information provided herein is for the purpose of allowing vendors to submit proposals to BrightSpring. It may not be used in any other context nor revealed to any other party not directly involved in the submission of a proposal in accordance with the terms of the specification. In addition, RFP participants must execute and return the Mutual NDA – Payor Portal Services.docx included in the Support Materials folder. Please return by June 30, 2024.

2. SCOPE OF WORK

2.1 Objectives

The objective of this RFP is to identify a partner and purchase a Payor Portal Services solution. The desired Payor Portal Services solution will have the following benefits for BrightSpring when compared to current-state operations:

- Manage access credentials across a broad spectrum of payor platforms.
- Reduce time and effort (cost) spent on portal access management.
- Avoid loss of access through logouts due to credential issues.
- Provide continuity of operations in the face of turnover.
- Ensure data security of access credentials, maintaining control of payor site access as required for HIPAA compliance.

2.1.1 Scope of Services

The successful vendor will be required to provide a comprehensive Payor Portal Services solution, adhering to the following criteria:

- **24/7 Availability:** Platform service availability around the clock, every day of the year, to accommodate business operations.
- **Customer Service:** Customer service availability between the hours of 7 a.m. to 7 p.m. on weekdays.

2.1.2 Vendor Qualifications

Proposals should demonstrate:

- At least three years of experience providing a comprehensive Payor Portal Services solution.

2.2 Requirements

The Partner shall meet the requirements detailed within this section at a minimum, including samples of Service Level Agreement and invoices. The successful proponent will be expected to work closely with the organization's stakeholders. Below are several requirements and questions. Please provide clear responses or confirmation that you can meet the below requirements and questions or provide reference location within your proposal for BrightSpring review.

2.2.1 General RFP Terms and Conditions

The successful proponent will be expected to work closely with the organization's stakeholders to:

- Assign a dedicated account manager or single point of contact for day-to-day management, invoicing, and escalations.
- Meet for monthly checkpoints to assess success, address any gaps or technical issues.
- Present results/reporting to key stakeholder and leadership groups as required.
- Ensure capability of supplying service as needed to meet demand.

2.2.2 Relationship and Account Management

This section will include:

- The names, contact information and a brief outline of the principals who would be involved with the Payor Portal Services solution.
- The resources, time and effort that the proponent anticipates will be required by BrightSpring staff.
- Any conflicts of interest that may affect the ability to work with BrightSpring in developing and executing a Payor Portal Services solution.

2.2.3 Pricing

Pricing quotes will remain in effect for 180 days, following full RFP submission. Agreed upon pricing will be firm for the duration of the contract. Should a price increase be warranted, the contracted company will provide an addendum to BrightSpring 30 days prior to the effective date, detailing justification for the increase.

Invoices should be consistently accurate and reflect true charges incurred by BrightSpring. Failure to provide accurate invoices will result in a written warning provided by BrightSpring and may ultimately result in termination of the contract.

3 PROPOSAL SUBMISSION DETAILS

3.1 Submission Instructions

The Contractor shall submit two electronic copies (pdf and an editable version) of the Payor Portal Services proposal to the SPOC listed in Section 1.4 on or before the Due Date noted in Section 1.3 of the RFP.

3.2 Solutions Proposal

The Proposal shall include all items detailed below. In addition to the following instructions, responses in the Contractor's Proposal must be able to be directly mapped to the RFP. The Solutions Proposal shall include the following documents and information in the order specified as follows.

- Title Page and Table of Contents
- Claim of Confidentiality
- Executive Summary
- Provide Company / Organization Information
 - Provide a brief overview of your company. Include company name, name of parent company, date company was established and company structure (public, private).
 - Briefly describe the nature of all your company's business operations, including operations unrelated to this RFP.
 - What capability and experience do you possess in providing the required products and services?
- Bid Proposal
 - Service Area Footprint
 - Proposal for Scope of Work as outlined in 2.0 Scope of Work
 - An outline of Program Solution that you would provide
 - Additional Financial Factors
- Proof of Workman's Compensation and Professional Liability insurance

4. REQUIRED SUBMITTALS

Each Bidder responding to this Request for Proposal must supply all the documentation required in the RFP. Failure to provide documentation with the Bidder's response to the RFP may result in the disqualification of the Bidder's proposal.

5. SCORING

Below is the grading system that BrightSpring will use to evaluate your proposal. For example, while every aspect being graded is important, the # of Payor Relationships (# of Portals Able to Access) would factor more into BrightSpring's decisions than the Reporting Capabilities. This is here for your reference.

Evaluation Criteria	Potential Score (100 Points)
# of Payor Relationships (# of Portals Able to Access)	40 Points
Pricing	20 Points
Ease of Use	20 Points
Functionality	10 Points
Reporting Capabilities	10 Points

BrightSpring Health Services thanks you for your participation in this RFP.