

**Valley Center Public Schools
USD #262**

Request for Proposal

Employee Benefits Partner

Dear Proposal Recipient:

Valley Center USD #262 (USD #262) is soliciting proposals for Employee Benefit Consultant Services for its employee benefits plans.

The USD #262 Board of Education has determined that it is good practice to periodically review consultant services. The current Partner has provided consultant services to USD #262 for the last 10 years and we have been very satisfied with them. USD #262 does not have any "burning" issues. The plan runs efficiently and employees are satisfied with the services and coverage provided. The Board is not actively seeking to make any major changes to the plan but is interested in continued recommendations to provide the best possible benefits to our employees that are also cost effective.

It is USD #262's objective to work with partners who can provide a systematic, integrated, comprehensive, best-practices team approach to cost containment and employee/dependent health and decision making. This approach includes all health care plan or program administrators including, but not limited to, the primary medical plan third party administrator, medical claim review partners, plan network administrators, wellness program administrators, the partner and USD #262. The Partner will be expected to provide oversight of the interaction and effectiveness of this approach.

As an interactive "team," all partners will assist in educating employees and their dependents in making optimal healthcare choices that affect both cost and health. The goal is to effect measurable change with respect to plan participant behavior and health care costs.

Full and complete transparency with regard to all vendor fees and compensation is required.

Thank you in advance for your response to this proposal. We appreciate all the time and effort it requires.

Regards,

Susan Harris
USD #262 Director of Finance

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1.0 Company Overview

USD #262 is a district employing approximately 618 full-time and part-time employees in Valley Center, Kansas. USD #262 currently provides a \$445 monthly contribution for a single option health insurance and \$581 monthly contribution for employee plus health insurance option for all employees working a minimum of 20 hours per week. In our benefits package, we offer major medical, dental, vision, term life, short-term disability, critical illness, cancer, accident, & Section 125 medical flex and dependent care (FLEX spending). We currently offer online enrollment for staff during our open enrollment period, which is typically in February for insurance benefits and in August for FLEX spending. Our insurance benefits plan year runs from April 1 through March 31 and our FLEX spending plan runs September 1 through August 31.

2.0 Partner Role

USD #262 seeks a licensed health insurance and employee benefit partner with an entrepreneurial spirit to take an active role in a partnership approach to managing benefit costs while at the same time ensuring employee satisfaction with USD #262s benefit plan offerings. The partner must be objective, without conflicts of interest, so that the advice and information provided to USD #262 is transparent and unbiased.

In general terms, the selected partner will:

- *Provide expertise to USD #262 in selecting and managing employee benefit plan products and administrators.*
- *Present creative and thoughtful alternatives regarding approach to benefit plan design and management.*
- *Embrace a business approach that provides aggressive and realistic recommendations to achieve employee wellness as well as cost containment.*
- *Ensure that the plans being offered are structured in the most efficient and effective manner in compliance with all relevant federal and state laws.*
- *Accept responsibility for the outcomes related to its role; make adjustments that are in the interest of USD #262.*
- *Provide a complimentary web-based enrollment system that employees will utilize with the assistance of a benefits representative.*

3.0 Partner Business Information

3.1 BASIC DATA

Provide the following information:

1. Name and address of company/doing business as.
2. Primary contact for this RFP and contact information.
3. Number of years in the employee benefits Partner business.
4. Description of national and/or regional structure with identification of which office(s) will have a role in the management of a contract with USD #262.

3.2 COMPANY BACKGROUND AND TEAM STRUCTURE

1. Provide a brief history of your firm, particularly your employee benefits experience. Indicate your company mission, vision, and values.
2. How many employees in your company work directly with employee benefits? Generally, what are their job categories (i.e., management, sales, technical, customer service, etc.)?
3. Who will be the team lead? Who will work directly with USD #262 on administrative issues, questions, or problem-solving? Will there be one primary contact for day-to-day issues or does the company utilize a “team/call center” approach? Please provide the roles and qualifications of key persons.
4. How many clients—and total employees covered—do you currently work with on a Partner basis? Of those clients, how many Kansas school districts do you work with as an employee benefits Partner? Please provide a list of all Kansas school districts that you currently partner with.

3.3 ORGANIZATIONAL SUPPORT AND RESOURCES

1. Identify the depth and breadth of resources that will be made available to the assigned team members and briefly describe how the resources will be utilized to enable you to continuously deliver contracted services according to USD #262 requirements and specifications.
2. How will you support the competitive marketing and placement of our plans, including the development of marketing specifications, identification of market conditions, evaluation of proposals, negotiations, and placement of insurance contracts for renewal?
3. Show evidence of your commitment to independence when selecting vendors.
4. How are plan design recommendations and changes handled?
5. What else should we know about your strategic approach?

4.0 Partner Team, Account Management, and Networks

4.1 CLAIM PROCESSING/MEDICAL MANAGEMENT VENDOR TEAM

1. Please describe how you will assemble a vendor team to address all of USD #262 claim processing, medical management and customer service requirements. The team is expected to integrate all aspects of the delivery of USD #262 healthcare plans including cost containment, large case management, utilization review, wellness programs, disease management, customer service and employee communications.
2. What does your ideal healthcare benefit program look like? What programs and services are working well today? What programs and services have you found to not work well?
3. Name the vendors (and their locations) you have experience with that may be able to serve USD #262.
4. What incentives and performance criteria do you recommend for vendors?

4.2 ACCOUNT MANAGEMENT

1. Describe your account services department.
2. What is your process for ensuring customer satisfaction?
3. Do you provide employee communication services for your clients' employees? If so, please provide a general description of your capabilities. Please provide a sample of employee communication materials that you have distributed to other clients.
4. How can you assist in facilitating employee meetings?
5. How would you facilitate annual open enrollments? Do you require a web-based enrollment? Currently all employees are required to complete online enrollment using a web-based enrollment system.
6. What web-based enrollment management system are you affiliated with? Please provide information and fee structure for this system.
7. How would you act as advocate for USD #262 with the vendor team?

Provide sample documents and manuals, including information about web-based enrollment systems you have used.

4.2 NETWORKS

How do you determine that network discounts are competitive and managed correctly?

5.0 Scope of Work

5.1 TIMING OF RENEWALS

USD #262 intends to engage the selected Partner to assist in choosing medical, dental, vision and other voluntary benefits for a 04/01/2023 effective date and Flexible Spending (Health Care & Dependent Care) Accounts for an 09/01/2023 effective date:

Benefit Plan	Renewal Date
Medical Plan	04/01/2023
Dental Plan	04/01/2023
Vision Plan	04/01/2023
COBRA management	04/01/2023
Voluntary Plans (short-term disability, Hospital, accident, critical illness, cancer, term life)	04/01/2023
Flexible Spending and Health Reimbursement Accounts	09/01/2023
Dependent Care Reimbursement Account	09/01/2023

5.2 CORE SERVICES

Please describe your ability and willingness to perform the following core functions providing, where possible, specific examples:

1. Research, analyze, and recommend healthcare and employee benefit vendor partners that meet USD #262 needs and will complement/add-to the philosophy and approach described in this RFP.
2. Ensure contract arrangements remain competitive. Provide a functional continuous improvement model for services, service levels and/or price/productivity performance throughout the term of all contracts.
3. Analyze proposals and present the results in a clear manner with recommendations.
4. Manage performance of all healthcare and employee benefit vendors that serve USD #262.
5. Act as a liaison and an advocate for USD #262 with the selected vendors.
6. Review all benefit plan and administrative documents for accuracy and adherence to legislation.
7. Provide detailed claim & utilization review data on the frequency basis agreed upon by the partner and USD #262 determined by USD #262. Provide analysis of that data and any resulting recommendations in plan design or approach.
8. Assist in managing and implementing changes and employee enrollments, as requested.
9. Work closely with USD #262 as a proactive partner to recommend plan design and issue resolution.
10. Act as the subject matter expert in the healthcare arena to ensure USD #262 complies with all federal and state laws and regulations.

6.0 Data Analysis and Reporting

1. What resources do you use to analyze medical and pharmacy claims?
2. What types of plan and benefit reports do you provide? Please provide two (2) recent examples.
3. How do you use data to manage costs? Give examples.
4. How do you use the data to drive wellness and related education programs? What is your experience in making sure these types of reports are generated?

7.0 Wellness/Health Risk Management

1. Can you provide examples of effective approaches and tools you have used or would endorse in a vendor?
2. How can you help enhance our wellness program over time?

3. What is your process for measuring the success or failure of a wellness program?
4. Are you willing to come onsite for wellness events to assist the wellness coordinator?

8.0 Compliance

1. Do you have an in-house benefits attorney? If yes, please provide his or her credentials and contact information. If no, do you use an external benefits attorney? Who?
2. How does your firm stay current with federal and state regulations?
3. How will your firm provide timely information to USD #262 regarding federal and/or local laws and regulations that would affect us? What is your specific role in assisting us in customizing or interpreting notices that must be sent?
4. Explain what steps you have taken to remain HIPAA compliant.
5. Do you assist with Affordable Care Act reporting? If so what software do you use? What costs are associated with this?

9.0 RFP Process

This RFP is being distributed to those Employee Benefits Partner that USD #262 believes can help it meets its objectives.

9.1 PROPOSAL KEY EVENTS AND SCHEDULE

The anticipated schedule for completion of this RFP process is shown in the table below. The dates are subject to change.

Proposal Key Events and Schedule

Date	Event
10/03/2022	RFP Distributed
10/16/2022	Last day for Partner Questions and Clarifications
10/31/2022	Proposals Due
11/4/2022	Notification to Finalists
Week of 11/7/2022	Finalist Presentation/Q&A Session With Focus Group
11/14/2022	Business Awarded and Selected Partner Notified

09.1.1 Receipt of RFP

Please confirm receipt of this RFP via email with susan.harris@usd262.net.

09.1.2 Election Not to Submit/Withdrawal of Proposal

In the event your company elects not to proceed with submission of a proposal to USD #262, or to withdraw after submission, please inform USD #262 of such decision and rationale for the decision via email to susan.harris@usd262.net.

09.1.3 Submitting Questions

Any questions or other inquiries concerning this RFP should be submitted via email to susan.harris@usd262.net.

09.1.4 Delivery of Proposal

USD #262 requests that one (1) original plus six (8) copies of the proposal in hardcopy, and an electronic proposal be submitted and delivered.

Please ensure proposals are delivered by 4:00 p.m. on October 31, 2022 in an envelope identified with the name and address of the bidder, addressed to USD #262, Attn: Susan Harris; with the title **EMPLOYEE BENEFITS PARTNER** and on the outside of the package to the following address:

**Valley Center USD #262
143 S. Meridian Ave.
Valley Center, KS 67147**

An electronic copy of the response will only be accepted in Adobe PDF format and can be emailed to susan.harris@usd262.net with the email subject EMPLOYEE BENEFITS PARTNER.

It is the Bidders responsibility to ensure that they have received a complete set of documents as listed by the page numbers. By submitting a proposal, the Bidder verifies that they have received a complete set of proposal documents including any and all addendum/exhibits/attachments.

Any additions and/or deletions received after proposal closing time will not be accepted by USD #262 .

Bidders have the sole responsibility to allow sufficient time for the delivery of their proposals by the closing date. Proposals received after proposal closing time will be returned to the Bidder unopened.

09.2 PROPOSAL SUBMISSION REQUIREMENTS

The Employee Benefits Partner shall adhere to the following requirements when submitting the proposal to USD #262. Failure to comply with any of these requirements may render the Employee Benefits Partner proposal non-responsive. USD #262 will not provide any warnings to any Employee Benefits Partner prior to disqualifying its proposal.

- Administrative requirements are to be completed in accordance with the directions herein and provided within each requirement.
- The proposal cover letter must be signed by the principal authorized to bind the Employee Benefits Partner to its provisions and shall be subject to acceptance by USD #262 for a period of six (6) months after all proposals have been opened.

USD #262 will NOT accept any responsibility for failure to receive or the inability to read any submission for any reason including technical issues, data corruption or failure for any other reason.

09.3 PROPOSAL RESPONSE

All requests for information in all sections of this document must be answered as concisely as possible and with minimal marketing literature. The proposal must be as specific as needed, but brevity is appreciated and conciseness will be measured. Requirements that cannot be satisfied by the Employee Benefits Partner should be clearly identified in the RFP response. All pages and sections in the proposal must be clearly numbered.

09.3.1 Changes in Scope of Services

During the RFP process, USD #262 reserves the right to change, add to, or delete any part of this RFP. Additions, deletions or modifications to the original RFP could result in RFP addenda, which will become an integral part of the RFP and/or Employee Benefits Partner proposal.

09.3.2 Other Requirements & Assumptions

This RFP does not obligate USD #262 to commit or accept any proposal, negotiate with any Employee Benefits Partner, nor award a contract in response to this RFP. USD #262 reserves the right to contract with any of the Employee Benefits Partners that submit a response to this RFP based solely upon its judgment of the qualifications and capabilities of that firm(s) and may waive technical defects as the interests of USD #262 require. USD #262 may consider proposals that contain provisions which deviate slightly from the requirements in this RFP, if the deviation(s) are not considered material. However, if the originator of such a proposal is awarded the contract, the Employee Benefits Partner will be expected to perform in full compliance with the objectives described herein.

In addition, other requirements or assumptions are:

- All proposals shall remain valid for a minimum of 180 days from date of receipt of proposals by USD #262. Proposals will be assumed to be competitive, subject to due diligence and negotiations.
 - USD #262 reserves the right to accept or reject any proposal without further consideration for any reason.
 - The Employee Benefits Partner must deliver complete proposals on or before the due date.
 - All proposals (and related materials), once submitted, become the property of USD #262.
 - By submitting a proposal, the Employee Benefits Partner licenses USD #262 to reproduce (within USD #262, and to its advisers, for internal purposes only) the whole or any portion of the proposal, notwithstanding any copyright or other intellectual property right.
 - USD #262 intends to proceed if it can enter into an agreement with an Employee Benefits Partner/ that meets the objectives stated in this RFP. However, any change in governmental considerations or other requirements may result in the termination of the project. USD #262 also reserves the right to enter negotiations with more than one Employee Benefits Partner.
 - USD #262 will not be responsible for (nor provide reimbursement for) any costs incurred by the Employee Benefits Partner in the preparation of its proposal(s), presentations, demonstrations, due diligence or negotiation of an agreement, whether or not finally awarded. Such proposal and business development costs shall not be included in the cost basis of services to be provided to USD #262 .
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1. Please provide three (3) references from similar size school district clients that include name, address, phone number and length of time associated with your organization. Indicate whether your firm's role was as a broker, consultant, or both.
 2. Describe any other facets of your organization and your firm's experience that are relevant to this proposal which have not been previously described and that you feel warrant consideration.

10.0 Contract

Use the format in the table below to respond to the following questions:

1. Please clearly describe your proposed forms of compensation (i.e., commission, fixed fees, annual retainer, fee-for-service) for each of the products contained in section 5.0.
2. If you charge additional fees not outlined in #1, please indicate for what services, the basis of your charges (hourly, by project, etc.) and what typical charges might be.
3. Please provide the proposed fee or % commission your company would receive from the vendor for medical and ancillary products below that you would oversee on behalf of USD #262 .

Product or Service	Fee or Commission

Please provide an example of the contract that you would intend to enter into with USD #262. Please provide a detailed fee schedule for services, including Flex Spending and Cobra Administration.

Authorized Signature _____

Printed Name _____

Firm/Group _____

Address _____

City _____ State _____ ZIP _____

Date _____ Telephone _____ Fax _____

Conditions Under Which Bids are Requested:

Unified School District #262 interprets the term "lowest responsible bidder" as allowing the school district to choose between the kinds of materials, goods, or services subject to bid. The school district may consider such factors as labor costs, service, availability of materials and supplies, maintenance costs, and experience of the vendor on previous similar projects. The school district may also determine any differences or variation in quality or character of the materials, goods, or services being bid.

The item(s) contained in this bid shall conform to all standards including warning labels and safety devices, guards, and equipment required to meet the safety standards established by any jurisdiction recognized by industry safety councils or organizations to establish safety standards.

Cash discount and delivery date will be considered in awarding a contract.

K.S.A. 75-3740a (The State Preferential Bid Law) may be applied against all vendors who are domiciled outside of the State of Kansas, and whose state has preferential bidding statute.

STANDARD CONDITIONS

- USD #262 reserves the right to reject any or all bids, to accept any item(s) in the bid and to waive any informality in bidding. Contracts entered into on the basis of submitted bids are revocable if contrary to law.
- Bids of an incomplete nature, or subject to multiple interpretations may, at the option of the School District, be rejected as irregular.
- Each bid item must show unit price and extension. In case of error, unit prices will govern. Alternate bids, and/or bids based on group or total awards may be considered.
- Deliveries are to be F.O.B. stated location, Valley Center, Kansas.
- Certain bids, because of unique factors, may not be covered by standard conditions. Alternate or special conditions will take precedence over any standard conditions previously stated.
- Applicable warranty provided by vendor.
- Performance, surety, bid, and statutory bonds shall be provided when required by Kansas Statutes.
- Vendors shall be in compliance with all federal, state, and local laws, ordinances, and regulations.
- A valid federal tax identification number must be provided before any purchase order can be issued.
- A purchase order constitutes the buyer's offer to the seller upon the terms and conditions stated herein and shall become a binding contract on the terms set forth when it is accepted, either by acknowledgement or performance.
- Contract Provisions – The vendor and district shall comply with all requirements of Appendix II to Part 200 – Contract provisions for Non-Federal Entity Contracts Under Federal Awards
 - a. Material Breach: in the event either party commits a material breach, the non-breaching party may terminate this agreement for cause by giving sixty (60) days written notice. If the breach is remedied prior to the proposed termination date, the non-breaching party may elect to continue this agreement.
 - b. Notwithstanding the previously stated breaching provision, the district may terminate this contract for breach/neglect as determined by the district with notification to the vendor, in regard to such items as failure to maintain and enforce required standards of sanitation, failure to provide required periodic information/statements, or failure to maintain quality of service at a level satisfactory to the district.
 - c. The vendor and the district may each terminate this agreement without cause by 30 days written notice to the other party of its intent to terminate.
 - d. The rights of termination in this agreement are not intended to be exclusive and are in addition to any other rights available to either party at law or in equity.
- Debarment and Suspension (Executive Orders 12549 and 12689) – a contract award must not be made to parties listed on the government-wide Excluded Parties List System in the System for Award Management (SAM), in accordance with OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 and 12689, "Debarment and Suspension." The Excluded Parties List System in SAM contains the names and parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- Byrd Anti-Lobbying Amendment – vendors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining a Federal award. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation

and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

- Allowable costs to purchase products and services awarded as part of this request for bid will be paid by the nonprofit school food service account to the vendor net of all discounts, rebates and other applicable credits accruing to or received by the vendor or any other assignee under the contract, to extend those credits are allocable to the allowable portion of the costs billed to the school food authority. Credits, discounts and rebates will be applied to the first invoice following the date they were earned. The winning bidder must familiarize themselves with 7 CFR 210.21(F) and its subsections.
- Vendor shall certify that all supplies or equipment sold and delivered to the district are free and clear of any and all liens or claims or liens arising under and by virtue of the provisions of the General Statutes of Kansas, 1961 Supplement, Sections 58-201, et. seq., and any other lien, right or claim of any kind.
- All items sold and delivered to the district shall be free from defects in material and workmanship and shall be subject to our inspection and approval at any time within thirty days after delivery. Rejected items shall be held at the seller's risk and expense. No replacement of defective items shall be made by the seller unless agreed to by a USD #262 authorized representative, and such agreement shall be in writing.
- The successful bidder shall not be allowed any extra compensation by reason of any matter or thing concerning which the bidder might have fully informed themselves because of their failure to do so prior to bidding. The successful contractor must employ, so far as possible, such methods and means in the carrying out of the work as will not cause any interruption or interferences with any other contractors and/or District operations.
- Each bid shall be signed by the person making the bid, along with the firm name, mailing address and telephone number. In case the bid is made by a corporation, the same shall be signed by a legally authorized agent of the corporation. The envelope shall be sealed and plainly marked as a bid for this particular contract.
- The vendor agrees to require the following sections in all contracts:
 1. A requirement to observe the provisions of the Kansas Act Against Discrimination;
 2. A requirement that all solicitations or advertisements for employees shall include the phrase "Equal Opportunity Employer;"
 3. A requirement to comply with the proper reporting procedures to the Kansas Commission on Civil Rights, in accordance with the provisions of K.S.A. 1976 Supp. 44-1030;
 4. A requirement that should the vendor be found guilty of a violation of the Kansas Act Against Discrimination, such violation shall deem any contract with USD #262 to have been breached.

Pre-Bid Questions

All communications by any potential bidder concerning this bid, including requests for additional information or clarification, must be directed to Susan Harris, via phone (316) 755-7000 or via email at susan.harris@usd262.net

INSTRUCTIONS TO BIDDERS/BID CONDITIONS

The purpose of the attached specifications is to give detailed information of the services requested by the District. Bidders shall carefully check all requirements herein set forth and shall offer services which fully comply with these requirements or shall plainly set forth all points, features, conditions, specifications, etc., wherein the services offered do not meet these specifications. Failure to outline such expectations will result in assumption of compliance to said specifications.

GENERAL CONTRACTUAL REQUIREMENTS

- Prices quoted shall include all costs for labor, equipment, supplies and material charges to complete the work at the location indicated and as requested by the Director of Finance.
- Faxed bids will not be accepted.
- Whenever products or materials of any particular producer or manufacturer are mentioned in our specifications, such a product or material mentioned is intended to be descriptive of type or quality and not restrictive to those mentioned except as noted.

- Do not include Federal Excise Tax or Sales or Use Taxes in bid prices, as the District is exempt from them by law. Tax exemption certificate will be furnished upon request.
- In case of default by the Contractor, the District will procure the services herein specified from other sources and hold the Contractor responsible for any excess cost occasioned thereby.
- Failure to perform as guaranteed, or any other default by the Contractor may result in disqualification of the Contractor from future bidding.
- Should bidder take exception to any terms, conditions, or specifications; stated herein, such exception must be so noted IN WRITING within your bid submittal and an alternate stated. Failure to do so will result in the assumption and requirement of compliance with said terms, conditions and specifications as stated.
- Failure to provide any requested information may result in the rejection of your bid.

HOLD HARMLESS AGREEMENT

To the fullest extent not prohibited by law, the contractor shall indemnify and hold harmless the District, its Board of Education, officers, agents and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act of failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with Contractor or a subcontractor for a part of the services), or of anyone directly or indirectly employed by the Contractor or its subcontractor may be liable, in connection with providing these services.

EVALUATION AND AWARD

Evaluation of bids received will be based upon the cost provided and the ability to meet the requirements and the submittal of the required documents and the qualifications of the firm submitting the bid.

The bidder hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all terms and conditions, requirements and specifications of the original Bid and as modified by any addenda thereto.