

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT

RFP #22-05

EMPLOYEE HEALTH BENEFIT PLAN BROKERAGE AND CONSULTING SERVICES

1. INTRODUCTION

a. The Saddleback Valley Unified School District (SVUSD) is soliciting proposals for Employee Health Benefit Plan Brokerage and Consulting Services.

b. Saddleback Valley Unified School District is a K-12 District that educates approximately 29,000 students. There are two labor groups that make up about 2,000 active employees and 350 retirees who receive health benefits. The District offers all of its eligible employees and retiree's medical, mental health, prescription, dental, vision and life insurance coverage. All plans are fully insured. All plans begin January first. Our medical carrier is Anthem Blue Cross.

Please note this **Employee Health Benefit Plan Brokerage and Consulting Services Request for Proposal** is for the active employees and retiree's medical, mental health, prescription, and dental insurance coverage only.

2. SCOPE OF SERVICES

The District is seeking a consultant to perform a full range of services as listed below to design, implement and maintain a health benefits program for the District and its employees.

1. Review, analyze and respond to renewal plan documents to verify validity of data used by providers and challenge renewal rates.

2. Provide comparison of trend rating to client rating. Provide primary source documentation.

3. Analyze factors driving plan costs (i.e. conduct monthly reviews of actual claims vs. budget and provide results), and recommend opportunities to better manage costs, access and quality.

4. Provide estimated cost savings potential with alternative plan designs and delivery mechanisms. Develop alternative employee contribution strategies and formulas, as needed. Communicate emerging practices and trends in benefit management.

5. Prepare plan design and pricing alternatives based on the District's demographic information with the proposed budget.

6. Provide cost projections and funding analysis to include employer cost and employee contributions. Benchmark medical plan costs and employee contributions on an annual or as needed basis. Prepare rate sheets and reports on an as needed basis as requested.

7. Meet and assist staff on an as needed basis to discuss and identify provider issues. Conduct annual review of business provisions in carrier contracts.

8. Assist with provider issues such as service, billing or other contract issues.

9. Plan and participate in monthly meetings of the Health Benefits Insurance Committee by one or more consistent benefit consultants. Review, analyze, provide and present consistent and verifiable monthly reports.

10. Provide a quarterly benefit bulletin to the District to distribute to benefit eligible employees.

11. Advise the District of regulatory changes and administrative requirements of compliance including but not limited to Medicare, HIPPA, COBRA and ACA

12. Assist the District in adherence to government mandated requirements.

3. TIME AND DATE DUE

a. Sealed proposals for the award of a contract for employee health care related brokerage and consultant services will be received in the Saddleback Valley Unified School District Purchasing Department until **4:00 p.m., October 31, 2022.**

b. Three copies of each proposal are required.

c. Proposals submitted after the closing date will not be accepted. Saddleback Valley Unified School District is not responsible for late delivery or proposals lost in delivery. Please refer to the RFP schedule for the due date.

4. RFP ACTIVITY SCHEDULE

The following table lists the activities relevant to the RFP process. Saddleback Valley Unified School District reserves the right to change these dates and will notify prospective proposers in that event.

<u>ACTIVITY</u>	<u>TIME</u>	<u>DATE</u>
RFP released/posted on Purchasing Website	3:00 p.m.	10/7/22
Pre-proposal questions deadline	12:00 p.m.	10/23/22
Pre-proposal questions responses posted	12:00 p.m.	10/24/22
Proposal due Date	4:00 p.m.	10/31/22
Short list selection	4:00 p.m.	11/7/22
Supplier presentations	TBD	11/10 - 11/14/22
Reference site calls/visits		11/28 -11/30/22
Final Selection		12/2/22

5. COMMUNICATIONS

a. After release of the RFP, the District will accept questions and requests for clarification until 12:00 p.m. on 10/23/22 and will posted on the district website on 10/24/22. Inquiries received after that time may not receive a response.

b. All inquires should be in e-mail format direct to:
Saddleback Valley Unified School District
Kris Aiken, Benefits
25631 Peter A. Hartman Way
Mission Viejo, CA 92691
949/580-3424
E-mail: aikenk@svusd.org

c. Communications to other Saddleback Valley Unified School District personnel will not be allowed, and may result in disqualification of the proposer.

d. Responses to all requests for information will be posted on the Purchasing Department website at web.svusd.org/Purchasing/

6. PROPOSAL PREPARATION/CONTENT

a. Proposals should be prepared simply and economically with emphasis on the content of the proposal. Expensive bindings, color photographs, and excessive promotional materials such as videos, are neither desired nor needed. Proposals should be in appropriately sized three ring binders with index tabs to separate sections. Saddleback Valley Unified School District is not responsible for any costs incurred by the supplier in the preparation of the proposal or demonstration.

b. Proposals must be organized in the following sections with tabs for each section:

(1) Company Organization to include:

a. A description of your consulting firm, including a brief history, and street addresses, zip codes and telephone numbers of offices.

b. Location of the office that will provide the consulting services to SVUSD.

c. Names and qualifications of the account executive and key team members responsible for providing the consulting services to SVUSD.

d. Describe your company's Errors or Omissions limits and provide evidence your company carries all applicable insurance coverages and licenses.

e. Disclosure of any relationships that may be considered a conflict of interest or may give rise to a conflict of interest upon the services to be provided.

(2) Company Experience to include:

a. Description of experience in providing consulting services to school districts. Please list the districts you are currently working with or have worked with in the past 5 year. Please include the name and address, along with the name and telephone number of the person to contact.

b. What is the size of the largest district that you have represented in the past 5 years?

(3) Project Management to include:

a. Your conceptual approach detailing how you will provide those services listed in section 2, "Scope of Services".

b. Describe the challenges public sector employees face in getting control of rising health care costs. Provide a list of innovative health care cost reduction solutions your firm has implemented in the past 5 years.

(4) Pricing to include:

A detailed description of how your fees are calculated. The proposal must include a fee schedule for the first year. Prices must be firm for the first year, but may be adjusted annually for the remaining four years (see paragraph 16). The consultant must disclose any additional fees, commissions, or compensation.

7. RFP AMENDMENTS

a. If any supplier is in doubt as to the true meaning of any part of the RFP documents, or finds discrepancies in, or omissions from the specifications, a written request for an interpretation or correction thereof may be submitted to the aikenk@svusd.org. The proposer submitting the written request shall be responsible for its prompt delivery.

b. Any interpretation or correction of the RFP documents will be made only by an addendum issued by the District and posted on the District website. No person is authorized to make any oral interpretation of any provision in the RFP documents, nor shall any oral interpretation be binding on the District. If discrepancies on specifications or conflicts between specifications, terms or conditions exist, the interpretation of the District shall prevail.

c. Saddleback Valley Unified School District reserves the right to amend this RFP at any time prior to the closing date.

8. OWNERSHIP OF MATERIALS

All materials submitted in response to this RFP become the property of Saddleback Valley Unified School District. Proposals and supporting materials will not be returned to suppliers.

9. CONFIDENTIAL OR PROPRIETARY INFORMATION

All proposals submitted will be held in confidence. Only personnel directly involved with this RFP will be given copies of your proposals. Saddleback Valley Unified School District has no obligation to share proposal material with any other party and will respect any documents or materials that suppliers have clearly marked "Confidential" or "Proprietary". However, only those pages that contain the proprietary information should be so designated, not the complete proposal.

10. OFFER EXPIRATION DATE

Proposals in response to this RFP must be valid for 120 days from the proposal due date. Saddleback Valley Unified School District reserves the right to ask for an extension of time if needed.

11. SCREENING OF PROPOSALS

Saddleback Valley Unified School District will screen all proposals and may reject any proposal that does not meet the minimum requirements. One copy of each proposal will be kept on file for six months; all other copies will be destroyed along with any collateral materials sent with the proposal.

12. SUPPLIER PRESENTATIONS

After an initial District screening of proposals the District will select finalists to give an oral presentation of their proposal. This opportunity is given to allow suppliers the chance to further define the primary features and benefits of their proposal, to allow clarification of their proposal and to permit questions from the committee.

Appropriate visual and written materials are expected. Presentations may not exceed 1 hour, inclusive of a question and answer period. Appropriate handouts should be prepared and distributed.

13. EVALUATION

a. Saddleback Valley Unified School District is interested in obtaining a complete solution to the stated requirements. Proposals that meet the proposal instructions and requirements will be given a thorough and objective review. Saddleback Valley Unified School District will evaluate vendors based on the proposal, the supplier presentation, and reference calls and/or visits. Appendix A shows the weighted categories and rating scale that will be used to evaluate the project.

b. Saddleback Valley Unified School District will make a selection for negotiations after review of proposals, presentation, testing and references and referrals are checked. Those who are not finalists will be notified in writing at the same time as finalists are notified. After a final selection is made, the winning supplier will be invited to negotiate a contract with Saddleback Valley Unified School District.

14. CONTRACT AWARD

a. Saddleback Valley Unified School District reserves the right to award the contract according to the evaluation criteria. The supplier chosen for award should be prepared to have the proposal incorporated, along with all other written correspondence concerning this RFP, into the contract. Any false or misleading statements found in the proposal will be grounds for disqualification.

b. The District expressly reserves the right to waive any immaterial defect or informality; or reject any or all proposals, or portions hereof; or reissue this Request for Proposal.

c. Proposals will be considered an offer to contract with the District based on the terms, conditions and specifications contained in this Request for Proposal. A contract will be formed when the District's Business Services Office provides a written notice of acceptance of the offer and award the successful offeror.

d. The District anticipates award of a contract for these services at the December 12, 2022 Board Meeting. The initial contract will be for one year commencing on January 1, 2023. The contract may be renewed annually upon agreement by both parties for a total period not to exceed five (5) years.

15. POST-AWARD DEBRIEFING

Saddleback Valley Unified School District, will upon written request, offer to debrief suppliers who were disqualified or did not win the contract. This request for debriefing will be accommodated only after the final contract has been awarded. Suppliers may either make appointments for a conference at Saddleback Valley Unified School District or be debriefed via a telephone conference.

16. PRICING

a. Pricing submitted with the proposal shall be firm for the first year. Pricing may be adjusted for the renewal periods in amounts not to exceed the percentage increase in the Consumer Price Index for Orange County as published by the Department of Labor for the year ending October 31st.

b. The District will be billed monthly for 1/12 of the annual service fee.

17. INDEPENDENT CONTRACTOR/ASSIGNMENT

While performing services pursuant to this agreement, consultant is an independent licensed contractor and not an officer, agent or employee of Saddleback Valley Unified School District. Proposer shall not enter any subcontract, or assign any right or interests under this contract, without prior written consent of the District.

18. TERMINATION FOR CONVENIENCE

The District reserves the right to terminate this contract for convenience if it determines that such termination is in the best interest of the District. The District will provide Contractor with minimum of thirty (30) days written notice of such termination and such notice will specify the exact date the termination is to be effective. The contractor shall submit a claim for costs incurred up to the date of termination for work that was completed or in progress prior to effective termination date. Payment for these claims will be subject to the terms and conditions as set forth herein.

19. WITHDRAWAL OF PROPOSAL

Any proposer may withdraw a proposal, either personally or by telegraphic or written request, at any time prior to the scheduled closing time for receipt of the proposals in response to

this RFP. No proposer may withdraw a proposal for a period of one hundred and twenty (120) days after the time and date set for opening thereof.

20. CONSULTANTS INTERESTED IN MORE THAN ONE PROPOSAL

No person, firm or corporation shall be allowed to file or be interested in multiple proposals for the same work or services unless alternative proposals are requested.

21. FORCE MAJEURE

Performance of the agreement by each party shall be pursued with due diligence in all requirements hereof; however, neither party shall be liable for any delay or nonperformance due to causes not reasonably within its control. In the event of any delay resulting from such causes the time for performance and payment hereunder shall be extended for a period of time reasonably necessary to overcome the effect of such delays. In the event of any delay or nonperformance caused by such uncontrollable forces, the party affected shall promptly notify the other in writing of the nature, cause, date of commencement thereof and the anticipated extent of such delay, and shall indicate whether it is anticipated that the completion dates would be affected thereby.

22. RECORDS AND AUDITS

Consultant shall maintain accurate and complete records specifically relating to the Services provided under the agreement. Consultant shall also keep records and books of account showing all charges, disbursements, or expenses made or incurred by consultant in the performance of the service herein. Records shall be created which are relevant in determining whether consultant is complying with its obligations hereunder. (CITY/AGENCY/FIRM) shall have the right to inspect and audit the books, records, and other items relating to this agreement. Consultant shall provide security and retain such records and items for a period of three years from date of final payment under this agreement.

23. STANDARD OF PERFORMANCE

The selected consultant shall be required to unconditionally warrant that it shall use sound and professional principles and practices in accordance with the highest degree of skill and care as those observed by national firms of established good reputation as well as the current normally accepted industry standards in the performance of services required herein. The performance of the consultant's personnel shall also reflect their best professional knowledge, skill and judgment.

**NON-COLLUSION DECLARATION
SIGNED BY BIDDER AND SUBMITTED WITH BID**

(Public Contract Code Section 7106)

State of California)
) ss.
County of _____))
_____)

_____ being first duly sworn, deposes and says that he or she is _____ of _____, the party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Signature of Bidder

WORKERS' COMPENSATION
(FORM MUST BE SUBMITTED WITH BID)

Labor Code Section 3700.

"Every employer except the state shall secure the payment of compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.
- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.
- (c) For any county, city, city and county, municipal corporation, public district, public agency or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers, compensation claims, which certificate may be given upon furnishing proof satisfactory to the director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state that, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702 of the Labor Code.

I am aware of the provisions of Labor Code Section 3700, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Name of the Contractor

By _____
Signature

Print Name

Title

Date

(In accordance with Section 1860 and 1861 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under the contract.)

DRUG-FREE WORKPLACE CERTIFICATION
(FORM MUST BE SUBMITTED WITH THE BID)

This Drug-Free Workplace Certification is required pursuant to Government Code Sections 8350 et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract for the procurement of any property or services from any State agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract awarded by a State agency may be subject to suspension of payments or termination of the contract, and the contractor may be subject to debarment from future contracting, if the state agency determines that specified acts have occurred.

Pursuant to Government Code Section 8355, every person or organization awarded a contract from a State agency shall certify that it will provide a drug-free workplace by doing all of the following:

- a) publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition;
- b) establishing a drug-free awareness program to inform employees about all of the following:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the person's or organization's policy of maintaining a drug-free workplace;
 - 3) the availability of drug counseling, rehabilitation and employee-assistance programs;
 - 4) the penalties that may be imposed upon employees for drug abuse violations;
- c) requiring that each employee engaged in the performance of the contract be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code Section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the contract be given a copy of the statement required by Section 8355(a) and requiring that the employee agree to abide by the terms of that statement.

I also understand that if the DISTRICT determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of Section 8355, that the contract awarded herein is subject to suspension of payments, termination, or both. I further understand that, should I violate the terms of the Drug-Free workplace Act of 1990, I may be subject to debarment in accordance with the requirements of Section 8350 et seq.

I acknowledge that I am aware of the provisions of Government Code Section 8350 et seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

NAME OF CONTRACTOR

Signature

Print Name

Title

Date

PROPOSAL FORM

RFP #22-05

The undersigned hereby certifies that, directly or indirectly, they or their representatives and agents have not colluded with other party's interest in this Proposal.

Consultant OR Contractor is a:

- California Corporation, or a California Limited Liability Company, or a

 - Corporation organized under the laws of the State of _____ with head Offices located at _____ and offices in California at _____
(attached addendum if necessary)

 - Sole Proprietorship including any fictitious business name (i.e., "d.b.a."), or a
 - Partnership (list names of partners; state which partner or partners are managing partner(s).
(attached addendum)
 - Other (attached addendum specifying details.
-
-
-
-

Dated _____ 20____ Signature below must be the same as will sign Contract.

Name of Consultant:	Signature of Office/Owner:
Title:	Printed Name of Signatory:
Address #1:	Address #2:
City:	State, Zip:
Fax No.:	Telephone:
	IRS #:
Name of Contact Person:	Telephone:

AGREEMENT

RFP #22-05

1. SCOPE

This Agreement is for Employee Health Benefit Plan Brokerage and Consulting Services for the Saddleback Valley Unified School District (SVUSD). The services to include as required but not limited to those areas listed in Section 2, Scope of Services.

2. PERIOD OF AGREEMENT

a. This proposal will be for the calendar year beginning January 1, 2023 and ending December 31, 2023, with the option for an annual renewal on a year-to-year basis providing there is mutual agreement between both parties for a total period not to exceed five (5) years.

b. This contract incorporates the attached terms and conditions of the proposal date.

c. upon written request, contract rates for the renewal years may be adjusted annually beginning January, 2024 and not to exceed the average twelve (12) month change in the Consumer Price Index, Los Angeles-Riverside-Orange County Areas as published by the U.S. Department of Labor for year to date ending each October 31st, whichever is the greater.

3. INSURANCE

Contractor agrees to furnish liability errors and omissions or other insurance naming Saddleback Valley Unified School District as an additional insured for the protection of the public and Saddleback Valley Unified School District in the amount of \$1,000,000.00.

IN WHITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

CONTRACTOR

DISTRICT

By: _____
(Sign Name)

By: _____
Darvin Jackson, Ed. D

(Print Name)

Assistant Superintendent
Human Resources

(Address)

Date: _____

(City, Zip Code)

(Phone)

(Corporate Seal if a Corporation)

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT

RFP #22-05

EMPLOYEE HEALTH BENEFIT PLAN
BROKERAGE AND CONSULTING SERVICES

EVALUATION SCHEDULE

<u>ITEM</u>	<u>QUESTION</u>	<u>EVALUATION SCALE: (1-10)</u> (1 – Does not meet objective) (2-9 – Degrees of meeting objective) (10 – Clearly exceeds objective)
10%	Financial Services	
1	The agency must describe how it will review renewal plan documents to verify validity of data used by providers	
2	The agency must describe how it will analyze renewal plan documents to verify validity of data used by providers	
3	The agency must describe how it will challenge renewal rate increases	
4	The agency must describe how it will conduct monthly reviews of actual claims vs. budget and provide results to the District	
5	The agency must describe how it will analyze factors driving plan costs and recommend opportunities to better manage costs, access and quality	
6	The agency must describe how it will benchmark medical plan costs and employee contributions on an annual or as needed basis	
20%	Cost Control Service	

1	The agency must describe how it will provide a comparison or trend rating to client rating which includes primary source documentation	
2	The agency must describe how it will prepare plan design and pricing alternative based on the District's demographic information with the proposed budget	
3	The agency must describe how it will provide cost projections and analysis to include employer cost and employee contributions	
4	The agency must describe how it will review estimated cost savings potential with alternative plan designs and delivery mechanisms	
5	The agency must describe how it will develop alternative employee contribution strategies and formulas, as needed	
10%	Provider Management	
1	The agency must describe how it will meet and assist staff on a quarterly and as needed basis to discuss and identify provider issues	
2	The agency must describe how it will assist with provider issues such as service, billing, or other contract issues	
3	The agency must describe how it will conduct annual review of business provisions in carrier contracts	
10%	Client Services	
1	The agency must describe how it will plan and participate in monthly meetings of the Health Benefits Insurance Committee by one or more consistent benefit consultants	
2	The agency must describe how it will review, analyze, provide and present consistent and verifiable monthly reports to the Health Benefits Insurance Committee	
3	The agency must describe how it will coordinate a quarterly health benefit bulletin to the District to distribute to benefit eligible employees	
4	The agency must describe how it will communicate emerging practices and trends in benefit management	
10%	Compliance Support	

1	The agency must describe how it will advise the District of regulatory changes and administrative requirements of compliance including but not limited to Medicare, HIPPA and COBRA	
2	The agency must describe how it will assist the District in adherence to government mandated requirements	
3	The agency must describe how it will assist in the preparation of Medicare coordination of benefits reports	
10%	Company Organization	
1	The agency must present a detailed description of firm, including a brief history and location of the office that will provide the consulting services	
2	The agency must present the names and qualifications of the account executive and key team members responsible for providing the consulting services	
3	The agency must present its Errors or Omissions limits and provide evidence your company carries all applicable insurance coverages and licenses	
4	The agency must disclose any relationships that may be considered a conflict of interest or may give rise to a conflict of interest upon the services to be provided	
10%	Company Experience & References	
1	The agency must provide a description of experience in providing consulting services to school districts; including a list of the districts you are currently working with or have worked with in the past 5 years, including the name and address, along with the name and telephone number of the person to contact.	
2	The agency must present the size of the largest district that they have represented in the past 5 years	
20%	Pricing	
1	The agency must present a pricing structure which includes the Scope of Services in its entirety	

