



City of Billings

# **Request for Proposals**

**For**

# **Benefits Consultant for the City of Billings**

210 North 27<sup>th</sup> Street P.O. Box 1178, Billings, MT 59101



City of Billings

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**Section 1: General Information**

**Request For Proposals (RFP) – Benefits Consultant RFP – LKW08162013**

THE ABOVE DESCRIPTION AND NUMBER MUST APPEAR ON ALL PROPOSALS AND RELATED CORRESPONDENCE.

**THIS IS NOT AN ORDER**

<p>RESPOND NO LATER THAN: <b>August 16, 2013 5:00 PM (MST)</b></p>	<p>RFP INITIATIVE: <b>Benefits Consultant RFP – LKW08162013</b></p>	<p>All suppliers must respond in detail to each element of this RFP in order to be considered for contract award.</p> <p><b>Supplier must send:</b></p> <ul style="list-style-type: none"> <li>• <b>Seven (7) bound copies (minus pricing) of the proposals;</b></li> <li>• <b>One (1) electronic version (minus pricing); AND,</b></li> <li>• <b>One (1) price schedule in a separate, sealed envelope within the packet.</b></li> </ul> <p><b>By mail or delivered to:</b></p>
<p>Proposer Name:</p>		<p>SEND ALL CORRESPONDENCE TO THE CONTACT BELOW</p> <p><b>City Of Billings 210 North 27<sup>th</sup> Street Billings, MT 59101</b></p> <p><b>Or</b></p> <p><b>City Of Billings P.O. Box 1178 Billings, MT 59103</b></p> <p><b>Liz Kampa-Weatherwax Purchasing Agent Email: <a href="mailto:kampal@ci.billings.mt.us">kampal@ci.billings.mt.us</a></b></p> <p><b>PHONE: (406) 657-8216 FAX: (406) 247-8608</b></p>

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## **Section 2: Objectives**

### Introduction and Objectives

This RFP is issued by City of Billings for the purpose of obtaining information and pricing regarding a Benefits Consultant. It is the intent of the City of Billings to review and assess the RFP responses to determine if the response from solicited suppliers can meet the needs of the City of Billings.

Suppliers are expected to provide their best and most competitive proposal.

**Attachment F and I, the Intent to Respond form and the Business Associate Agreement – Security Standards, must be completed and faxed within two (2) days of proposal deadline date.**

## **Section 3: Information for Suppliers**

### Disclaimer

This RFP does not form or constitute a contractual document. The City of Billings shall not be liable for any loss, expense, damage or claim arising out of the advice given or not given or statements made or omitted to be made in connection with this RFP. The City also will not be responsible for any expenses which may be incurred in the preparation of this RFP. This RFP is not to be construed as a contract or commitment of any kind.

### Instructions to Proposers

#### EXAMINATION OF DOCUMENTS

Before submitting the proposals, the proposer shall:

- (a) Carefully examine the Standards and Specifications as well as all other attached documents;
- (b) Fully inform yourself of the existing conditions and limitations;
- (c) Include with the proposal sufficient information to cover all items required in the specifications.

#### PROPOSAL MODIFICATIONS

In addition to any other information and documentation requested in this RFP, any forms provided herein shall be included in the submitted proposal. Modifications, additions or changes to the terms and conditions of this request for proposals may be cause for rejection of the proposal. Proposals submitted without required forms may be rejected. No oral, telephone, email, fax or telegraphic proposals or modifications will be considered.

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### CERTIFICATION OF ALTERATION OR ERASURE

A proposal shall be rejected should it contain any material alteration or erasure, unless, before the proposal is submitted each such alteration or erasure has been initialed in INK by the authorized agent signing the proposal.

### SIGNATURE

All proposals shall be typewritten or prepared in ink and must be signed in longhand by the proposer or proposer's agent or designee, with his/her usual signature. A proposal submitted by a partnership must be signed with the partnership name to be followed by the signature and designation of the partner signing. Proposals by corporations must be signed with the legal name of the corporation, followed by the name and signature of an authorized agent or officer of the corporation. Proposals submitted by a proprietorship must be signed by the owner-and the name of each person signing shall be typed or printed legibly below the signature.

### WITHDRAWAL OF PROPOSALS

Proposers may withdraw their proposal either personally or by written request at any time prior to the due date set for receiving proposals. No proposal may be withdrawn or modified after the due date and time, unless and until the award of the contract is delayed for a period exceeding ninety (90) days.

### QUOTE VALID

The proposer must honor their quote for a period of ninety (90) days after the RFP due date.

### CERTIFICATION

The proposer certifies that the proposal has been arrived at independently and has been submitted without any collusion designed to limit competition. The proposer further certifies that the materials, products, services and/or goods offered herein meet all requirements of the stated specifications and are equal in quality, value and performance with highest quality, nationally advertised brand and/or trade names.

### INSURANCE REQUIREMENTS

**The proposer certifies that it/they can comply with the City of Billings' minimum insurance requirements of Commercial General Liability insurance in the minimum amounts of \$750,000 per claim and \$1,500,000 per occurrence, with the City being named as an additional insured, as well as Errors and Omissions/Professional Liability Insurance in an amount not less than \$1,500,000 per occurrence.**

### DISPOSITION OF PROPOSALS

All materials submitted in response to this RFP become the property of the City of Billings. Information provided in response to this RFP will be held in confidence and will not be revealed or discussed with competitors. However, one copy of each proposal submitted shall be retained for the official files of the Department and will become public record after award of the Contract. The responses received from this RFP may be distributed by written request pursuant to the Freedom



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of Information Act of 1996. Fee or Price schedules submitted, but not reviewed by the City, do not become a public record and shall only be retained for official files.

The Consultant understands that, if selected, the City reserves the right to distribute proposals received, when properly requested and unless Consultant has specifically indicated what portions of the proposal are confidential, private, proprietary, or contains trade secrets.

The Consultant understands that, if selected, the City reserves the right to provide its opinion publicly and privately regarding the Consultant's performance.

### QUESTIONS

Questions regarding the Request for Proposals contents must be sent to the contact person listed in Section 1 no later than 2 business days prior to due date for proposals. The City Of Billings will make every effort to provide a written response within 2 business days. Whenever responses to inquiries would constitute a modification or addition to the original RFP, the reply will be made in the form of an addendum to the Request for Proposals, a copy of which will be forwarded to all Suppliers who have submitted an "Intent to Respond" form (Attachment F).

Supplier must submit their questions via email using the "Master Q & A" form found in **Attachment E**, and provide, at a minimum, the following:

- Supplier's name, requester, and appropriate contact information.
- The question, clearly stated.
- Specific reference to the applicable Request for Proposals section(s).

### RFP Submission

Upon the submission of the RFP response, the supplier acknowledges that all information is accurate and complete. In addition, please send seven (7) bound copies (minus pricing) of the proposals; one (1) electronic version (minus pricing); AND, one (1) price schedule in a separate, sealed envelope within the packet via mail to the point of contact listed in Section I.

#### RFP Process Timeline

#### Dates

RFP/legal ad done	July 16, 2013
Advertise	July 18 and 25, 2013
Proposals due by 5:00 PM	August 16, 2013
Preliminary Council memo due	August 22, 2013
Evaluate and choose	August 19-23, 2013
Finalized Council memo and contract due	August 29, 2013
Council meeting and contract award	September 9, 2013

## **Section 4: RFP Evaluation and Selection Processes**

### Initial Review

Proposals received will undergo an initial review to determine:

- Compliance with instructions stated in the RFP
- Compliance with proposal submittal date

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### Review and Assessment:

Professional firms will be evaluated on the following criteria. These criteria will be the basis for review of the written proposals and interview session, if necessary. Based on results of the initial evaluation, the City will select finalists for consideration. Any or all proposals may be rejected by the City. The finalists may be asked to make formal presentations of their proposals, as well as to demonstrate their systems and procedures for providing employee benefits consulting services.

### Initial Evaluation:

1. Scope of Proposal
  - a. Does the proposal show an understanding of the objective, methodology to be used, and results that are desired by the City?
2. Assigned Personnel
  - a. Do the persons who will be working with the City have the necessary skills? Are sufficient people of the requisite skills assigned to serve the City?
3. Availability
  - a. Can the work be completed in the necessary time? Are other qualified personnel available to assist in meeting the project schedule if required? Is the project team available to attend meetings as required by the Scope of Work?
4. Motivation
  - a. Is the firm interested and are they capable of doing the work in the required timeframe?
5. Firm Capability
  - a. Does the firm have the support capabilities the assigned personnel require? Has the firm done previous consulting of this type and scope?
6. Cost
  - a. The cost will be taken into account along with the rest of the above criteria.

### Reference Evaluation (Top Ranked Firms):

The Purchasing Agent will check references of the top two firms after the initial evaluation using the following criteria:

1. Overall Performance
  - a. Would you hire this Professional again? Did they show the skills required for this project?
2. Timetable
  - a. Was the original Scope of Work completed within the specified time? Were interim deadlines met in a timely manner?
3. Completeness
  - a. Was the Professional responsive to client needs; did the Professional anticipate problems? Were problems solved quickly and effectively?
4. Budget
  - a. Was the original Scope of Work completed within your budget requirements?
5. Job Knowledge
  - a. If Professional conducted a study, did it meet the Scope of Work?
  - b. If Professional administered a construction contract, was the project functional upon completion and did it operate properly? Were problems corrected quickly and effectively?

The City reserves the right to conduct interviews with all or some of the Proposers at any point during the evaluation process. However, the City may determine that interviews are not



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necessary. In the event interviews are conducted, information provided during the interview process shall be taken into consideration when evaluating firms using the above-stated criteria.

The City also reserves the right to make such additional investigation as it deems necessary to establish the competence and financial stability of any firm submitting a proposal.

### **Section 5: Scope of Work**

#### **Information:**

This document is a request for proposals from qualified firms, related to securing employee benefits consulting services. This Request for Proposal (RFP) only includes consulting services for medical, dental, prescription drug, flexible spending accounts, life insurance, stop loss and utilization review/case management. The consultant will also guide the City regarding the Affordable Health Care Act. The consulting firm will also provide a bi-annual actuarial report for GASB 45 implied benefits to the Finance Department.

#### **Eligible Employees**

The City of Billings has approximately 839 employees with health benefits. Benefits are provided for all full and part-time employees. The City also has 119 retirees on one of the current plans for coverage.

#### **Active Employee:** (839 active employees)

- Medical
- Dental
- Flexible Spending Accounts
- Life Insurance

**Seasonals:** Typically average 200 seasonals in the summer months.  
The City will need to determine and tack eligibility for insurance.

#### **Retirees:**

- 108 Medical- currently pre-Medicare retirees and 11 Medicare eligible retirees

#### **Plan Year and Re-Enrollment**

Re-enrollment is traditionally held in November/December with an effective date of January 1 to coincide with the calendar year and not the City's fiscal year.

#### **Present Benefit Plans**

The benefit plans for which services are requested are listed below. Plans indicated by asterisk (\*) are incorporated into a Section 125 flexible benefits plan. In addition, the medical plans are protected from claims over \$200,000 through a Stop Loss insurance contract through Unified Life.

- **Health Plans\*** (Administered by EBMS; Self-Funded, Employee/Employer Shared Cost)
- **Dental Plans\*** (Administered by EBMS; Self-Funded, Employee/Employer Shared Cost for non-bargaining only)  
1 Option: Basic
- **Term Life Insurance** (Employer pays Premium)
- **Supplemental Life Insurance** (Employee pays Premium)
- **Flexible Spending Accounts** (Administered by EBMS; employee contributions)  
Health Care and Dependent Care
- **Stop Loss Coverage**

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Coverage takes effect after individual has \$200,000 of total claims in one calendar year.

- **Employee Wellness Program** (Employer pays/Employee User Fees)  
The City has a wellness program which includes educational seminars, exercise programs, and healthy lifestyle incentive programs.

\* See Attachment J

### **Scope:**

#### A. Ongoing

##### 1. Self-Funded Health Plan:

###### a) Statistical analysis:

Provide a quarterly report which includes an analysis of income and expense for the prior quarter and year to date (YTD).

Provide annual report which includes an analysis of income and expense for the prior year.

Establish annual premium rates, including COBRA, active, and retirees. In approximately July of each year a projection for the forthcoming year will need to be provided to the health insurance committee including a recommended cash reserve balance.

###### b) Policy analysis:

Provide general guidance on trends in benefits offered and eligibility requirements. Recommend plan changes based on these trends. Advise and consult on methods for improving cost containment and claims administration.

For above, where applicable, provide cost analysis of possible impact on plan.

###### c) Administrative Support:

Review Plan Document, including preparation of amendments and the restatement of the Plan Document, as needed. Review for accuracy and appropriateness revisions to the Summary Plan Description.

###### d) Advise and provide guidance on the Employee Health Care Act as needed.

###### e) Consultant will provide a bi-annual actuarial report for GASB 45 implied subsidy by July 1st of the bi-annual year the report is due to the Finance Department.

##### 2. Other Benefits:

Review dental plan document and flexible benefits plan document, including amendments and the restatement of the Plan Documents, as needed. Review for accuracy and appropriateness revisions to Summary Plan Descriptions.

Review contracts with vendors to insure accuracy and comprehensiveness of coverage. Provide guidance in contract interpretation, as needed.

Advise on required reserves for medical and dental plans.

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Assist in the modification and pricing of any current or newly considered flexible benefit plan provisions.

Advise and consult on trends in benefit plans being offered locally and nationally (such as medical, dental, etc.).

Assist with development of Requests For Proposals (RFP's) for various vendors in compliance with City purchasing requirements. This may include developing evaluation criteria and evaluating/summarizing proposal information.

### 3. Contract Negotiation:

Work with City Purchasing and Human Resources to advise on negotiations with third party administrators, utilization review firms, PPO's, stop loss and prescription drug discount programs.

### 4. Legal Support:

Assist in the preparation of governmental filings. Provide notification and updates on changing laws, regulations, and administrative or judicial ruling which relate to benefits programs. Review plan documents to ensure compliance with appropriate laws and regulations and notify of any necessary plan document amendments.

### 5. General Guidance:

Provide answers or guidance to any general or technical benefits questions. If requested, review communication materials (Re-enrollment, summary plan descriptions, memos, etc.) for content, appearance, and compliance with laws and regulations.

The Consultant will be working on a frequent basis with Human Resources. The consultant will be expected to assist the City on a regular basis and in a timely manner to provide guidance to technical problems that may arise.

### 6. Committee Meetings

The City has a health insurance committee made up of three (3) members each from the Police, Fire and Teamsters unions, one (1) retiree and five (5) non-bargaining members.

The committee holds quarterly meetings to review YTD fiscal condition of the health insurance fund. The successful firm will be required to provide a report for committee members. The reserve amount and balance sheet for these reports is provided by the City. The Consultant is required to attend these meetings.

The Consultant is not expected to attend Re-enrollment meetings with employees. However, if the Consultant is asked to attend Re-enrollment meetings, Consultant shall provide these services at an additional cost as outlined in the price schedule to be included in the proposal. The Consultant may occasionally be expected to attend special meetings to provide expert guidance and discussion of the plans, at no additional cost to the City

### 7. Additional Requests for other services:

The City reserves the right under the terms of this RFP to request duties unrelated to this defined set of consulting services. The Scope of these services and related cost will be agreed to prior to the consultant performing any work.

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Compensation for these services will be based on a “not to exceed” amount. Reviewing plan documents should be part of the normal contract with amendments and updating documents.

### **Section 6: Qualifications**

1. Prior experience with governmental entities as clients.
2. Prior experience with organizations with at least 800 employees as clients.
3. Prior experience with self-funded health and dental plans.
4. Prior experience with collective bargaining.
5. Understanding of, and direct experience with, Montana demographic area healthcare delivery concerns.
6. Proposals shall be accepted on a fee only basis. The City of Billings will not consider a commission-based proposal.



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## ATTACHMENT A

### VALIDATION QUESTIONS FOR SUPPLIER

1. Describe your firm: history and size, the locations in which it operates, and the number of employees.
2. Location of the office from which consulting services would be provided, and the employee turnover rate among consultants and staff personnel of this office during the past two years.
3. What is your firm's philosophy in the approach to benefits consulting?
4. Provide information on principal consultant who would be responsible for the City of Billings' account. What is their professional background and experience? Specifically include individuals' experience dealing with public employers. If you expect to utilize other personnel to accomplish the duties specified in this RFP, provide the same information requested above for each of the personnel listed.
5. If the principal consultant were to leave your firm, how would service be provided? How soon would a new principal consultant be assigned to the City's account?
6. What is principal consultant's experience with self-funded benefit plans, specifically medical and dental?
7. For how many clients does principal consultant provide services?
8. Provide a reference listing with the five (5) largest clients in which principal consultant is involved on an ongoing basis. Provide name of client, contact name, address, telephone number and number of employees.
9. List other self-funded governmental plans for which the firm has served, the capacity in which it served, and whether it is an active account. Provide name of client, contact name, address, telephone number and number of employees.
10. Submit a sample of annual and periodic reports you provide similar clients.
11. What is your experience in dealing with Montana demographic area healthcare delivery concerns?
12. What is your experience in developing/evaluating/maintaining Section 125 plans?
13. What is your experience with collective bargaining?
14. What is your experience with negotiating for services of third party administrators, utilization review, stop loss, long term disability, pharmacy benefit managers and life insurance carriers?

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- 15.** What resources does your firm have available in the area of developing technical employee communications?
- 16.** Describe what experience your firm has with the Affordable Health Care Act?
- 17.** Describe your firms' ability to provide actuarial services regarding GASB 45?
- 18.** Describe any pending litigation against your firm.
- 19.** Describe the professional liability coverage carried by your firm.
- 20.** Describe any problems you foresee in your ability to conduct the services described in this Request for Proposal.
- 21.** Can you provide a statement and meet the City of Billings minimum insurance requirements of \$750,000 per claim and \$1,500,000 per occurrence, and the City being named as an additional insured? Describe the professional liability coverage carried by your firm.
- 22.** Describe any problems you foresee in your ability to conduct the services described in this Request for Proposal.



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## ATTACHMENT B

### STANDARD TERMS AND CONDITIONS

In case of default by the successful proposer or failure to deliver the goods or services within the time specified, the City Purchasing Agent, after written notice, may procure them from other sources and hold contractor responsible for excess costs occasioned thereby.

The specifications attached to the instructions to proposers establish a standard of quality desired by the City of Billings. Any proposer may submit quotations on any article which substantially complies with these specifications as to quality, workmanship and service. The City of Billings reserves the right to make its selections of materials or services purchased, based on its best judgment as to which articles substantially comply with the requirements of the specifications. This RFP is not to be construed as a contract or commitment of any kind.

No alteration in any of the terms, conditions, delivery, quality, or specifications will be effective without prior written consent of the City of Billings.

No exception to delivery or service dates shall be allowed unless prior written approval is first obtained from the City of Billings.

The contractor warrants all articles supplied under this contract to conform to specifications herein. The contractor will deliver a warranty stating that all articles supplied under the contract are fit and sufficient for the purpose manufactured, merchantable, and free from defects.

The contractor agrees not to be discriminate against any client, employee or applicant for employment or for services, because of race, creed, color, national origin, sex or age with regard to, but not limited to, the following: employment upgrading; demotion or transfer; recruitment or recruitment advertising; layoffs and termination; rates of pay or other forms of compensation; selection for training; rendition of services. It is further understood that any contractor who is in violation of this shall be barred forthwith from receiving awards of any purchase order for the City unless a satisfactory showing is made that discriminatory practices have terminated and that a reoccurrence of such acts are unlikely.

The City reserves the right to cancel and terminate this contract forthwith upon giving 10 days written notice to the contractor. (This provision does not apply to the purchase of materials and equipment. A purchase order for materials and equipment is a binding contract.)

Should either party employ an attorney or attorneys or utilize the services of in-house attorneys to enforce any of the provisions hereof or to protect its interest in any manner arising under this contract, the non-prevailing party in any action pursued in a court of competent jurisdiction agrees to pay to the prevailing party all reasonable costs, damages, expenses, and attorneys' fees, including fees for in-house attorneys, expended or incurred in connection therewith.

Where applicable, possible or required, the proposer is required to submit descriptive literature, sample material, design sketches and detailed shop drawings. Failure to submit required items may result in rejection of the proposal or termination of contract.

The successful proposer may not make any advertising or sale use of the fact that contract items are being used by purchaser and other approved agencies, under penalty of contract termination. News releases pertaining to the award resulting from the RFPs shall not be made without prior written approval of the City of Billings.

This Agreement shall be construed and enforced in accordance with the laws of the State of Montana. Venue for any suit between the parties arising out of this Agreement shall be the State of Montana Thirteenth Judicial District Court, Yellowstone County.

The contractor may not assign or subcontract the agreement, or the right to receive reasonable performance of any act called for by the contract, shall be deemed waived by a waiver by City of a breach thereof as to any particular transaction or occurrence.

Regardless of FOB point, contractor agrees to bear all risks of loss, injury, or destruction of goods and materials ordered herein and such loss, injury, or destruction shall not release contractor from any obligation hereunder.



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### ATTACHMENT C

### PRICE MATRIX

**(to be sent with proposal in a separate, sealed envelope)**

1. Proposed cost of basic duties:

The length of the contract will be for a period of four (4) years with an option to renew the contract for an additional four (4) years.

It is expected that the firm will provide all of the Scope of Services. The proposed fees should include all costs (i.e., miscellaneous administrative, travel, etc.) State an annual cost for each of the contract years, the maximum annual consulting cost for the proposed services. (Do not respond with hourly rates).

Total Cost for benefit consulting not to exceed:

January – December 2014

January – December 2015

January – December 2016

January – December 2017

2. Total Cost for GASB 45 actuarial services not to exceed:

Base established in Fiscal Year July 1, 2006 – June 30, 2007

Fiscal Year July 1, 2014 – June 30, 2015

Deliverable July 1, 2015

Fiscal Year July 1, 2016 – June 30, 2017

Deliverable July 1, 2017

3. The City recognizes that at times various projects and services may develop that are not part of the proposed Scope of Services. State the current hourly billing rates for each level of employee that may be involved in conducting additional services.
4. Describe additional costs, if any, which may be charged for minor requests/questions that require minimal research time.
5. Beyond the stated scope of services, what additional services would you anticipate for a client like the City? What would be the estimated cost of those additional services?

I/We acknowledge \_\_\_\_\_ addendum.

#

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contact Name (please print)

\_\_\_\_\_  
Title

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Signature of Contact Position

**By signing the above, I certify that I am authorized by the Company named above to respond to this request.**





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## ATTACHMENT D

### CONDITIONS AND NON-COLLUSION FORM

To receive consideration, this form must be signed in full by a responsible, authorized agent, officer, employee or representative of your firm.

#### CONDITIONS AND NON-COLLUSION AGREEMENT

We have read and agree to the conditions and stipulations contained herein and to the Standard Terms and Conditions contained on the attached.

We further agree to furnish the services specified at the prices stated herein, to be delivered to the location and on that date set forth herein.

In signing this proposal, you also certify that you have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit a proposal; that this proposal has been independently arrived at without collusion with any other proposer, competitor or potential competitor; that this proposal has not been knowingly disclosed prior to the due date and time to any other proposer or competitor; that the above statement is accurate under penalty of perjury.

\_\_\_\_\_  
Legal Name of Firm/Corporation

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
City/State/Zip

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Telephone Number



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**ATTACHMENT E**

**MASTER Q & A FORM**

**PROJECT: BENEFITS CONSULTANT RFP – LKW08162013**

<b>Master Q&amp;A</b>	Any questions regarding this Request for Proposals should be submitted according to the process outlined below. The City will make every effort to answer within two (2) days of receiving the questions.
<b>Q&amp;A Process</b>	<ol style="list-style-type: none"> <li>1. Prepare questions or concerns on the template provided.</li> <li>2. Complete the table in full, providing a date for each question and a section of the RFP to reference (if applicable).</li> <li>3. Submit the completed form via email to <a href="mailto:kampal@ci.billings.mt.us">kampal@ci.billings.mt.us</a>. Attach associated documents as necessary.</li> </ol> <p>Please contact Liz Kampa-Weatherwax with any questions regarding this process.</p>

**Questions from:** \_\_\_\_\_ **Company:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

#	Date	Reference Section	Question or Comment	City Response
1				
2				
3				
4				



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**ATTACHMENT F**

**INTENT TO RESPOND FORM**

**RFP: BENEFITS CONSULTANT RFP – LKW08162013**

Fax or email the following Intent to Respond form to Liz Kampa-Weatherwax within two (2) days of RFP date even if your company chooses NOT to participate in the RFP.

**To:** City of Billings  
**Attn:** Liz Kampa-Weatherwax  
**Fax:** 406 247-8608  
**Email:** [kampal@ci.billings.mt.us](mailto:kampal@ci.billings.mt.us)

From:	_____	Contact Name
	_____	Company Name
	_____	Company Address
	_____	
	_____	Phone Number
	_____	Fax Number
	_____	Email Address

We intend to respond to this RFP by the specified due date:

Yes \_\_\_\_\_ No \_\_\_\_\_

\_\_\_\_\_  
Company Name Date

\_\_\_\_\_  
Contact Name (please print) Title

\_\_\_\_\_  
Signature of Contact Person

By signing the above, I certify that I am authorized by the Company named above to respond to this request.

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## ATTACHMENT G

### SUPPLIER CONTACT INFORMATION

#### **A. Company Contacts**

Primary Contact Person (Name):	
Title/Function:	
Address	
Business Hours Phone:	
Fax:	
Internet E-mail Address:	
Name of Person Responding to Request:	
Title/Function:	
Address:	
Phone:	
Fax:	
Internet E-mail Address:	

#### **B. General Company and Financial Information**

Company Name:	
Headquarters Address:	
City, State, ZIP	
Headquarters Phone:	
Headquarters FAX:	
Company Owned By:	
Percent % Ownership:	
Years In Business	
Name of CIO	
Name of CEO/President:	



City of Billings

## ATTACHMENT H

### HIPAA HEALTH INFORMATION PRIVACY & SECURITY INFORMATION

#### **A. Obligations and Activities of the Business Associate:**

1. Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required in the Administrative Services Agreement of which this Appendix is a part or as required by law.
2. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Appendix.
3. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Appendix.
4. Business Associate agrees to report to the Plan Sponsor (City of Billings, Montana) any use or disclosure of the Protected Health Information not provided for by this Appendix of which it becomes aware.
5. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of the Plan Sponsor agrees to the same restrictions and conditions that apply through this Appendix to Business Associate with respect to such information.
6. Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, the Plan Sponsor available to the Plan Sponsor, or to the Secretary, in a time and manner or designated by the Secretary, for purposes of the Secretary determining the Plan Sponsor's compliance with the Privacy Rule.
7. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for the Plan Sponsor to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR § 164.528.
8. Business Associate agrees to provide to the Plan Sponsor or an Individual, in a reasonable time and manner, information collected in accordance with Section A.7. of this Provision, to permit Plan Sponsor to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR § 164.528

210 North 27<sup>th</sup> Street P.O. Box 1178, Billings, MT 59101



## City of Billings

### **B. Permitted Uses and Disclosures by Business Associate:**

1. Except as otherwise limited in this Appendix, Business Associate may use or disclose Protected Health Information on behalf of, or to provide services to, the Plan Sponsor for the following purposes, if such use or disclosure of Protected Health Information would not violate the Privacy Rule if done by the Plan Sponsor or the minimum necessary policies and procedures of the Plan Sponsor: performing plan administration functions, obtaining premium bids from insurance companies or other health plans for providing insurance coverage under or on behalf of the group health plan, or modifying, amending, or terminating the group health plan.
2. Except as otherwise limited in this Appendix, Business Associate may use Protected Health Information to provide data aggregation services to the Plan Sponsor as permitted by 42 CFR § 164.504(e)(2)(i)(B).
3. Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with § 164.502(j)(1).

### **C. Obligations of Plan Sponsor:**

1. Plan Sponsor shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that the Plan Sponsor has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.
2. Plan Sponsor shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Plan Sponsor.

### **D. Termination**

1. In addition to the termination provisions set forth in the Administrative Services Agreement of which this Appendix is a part, the following termination provisions are applicable:
  - a. Upon the Plan Sponsor's knowledge of a material breach by Business Associate of this Appendix, the Plan Sponsor shall either:
    - i. Provide an opportunity for Business Associate to cure the breach or end the violation and terminate the Administrative Services Agreement of which this Appendix is a part if Business Associate does not cure the breach or end the violation within the time specified by Plan Sponsor; or,
    - ii. Immediately terminate the Administrative Services Agreement of which this Appendix is a part if Business Associate has breached a material term of this Appendix and cure is not possible; or,
    - iii. If neither termination nor cure are feasible, the Plan Sponsor shall report the violation to the Secretary.

### **E. Effect of Termination**



## City of Billings

1. Except as provided in paragraph (2) of this section E, upon termination of the Administrative Services Agreement of which this Appendix is a part, for any reason, Business Associate shall return or destroy all Protected Health Information received from the Plan Sponsor, or created or received by Business Associate on behalf of the Plan Sponsor. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
2. In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to the Plan Sponsor notification of the conditions that make return or destruction infeasible. Upon the Plan Sponsor's agreement that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of this Appendix to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

### **F. Miscellaneous**

1. The Parties agree to take such action as is necessary to amend this Appendix from time to time as is necessary for Plan Sponsor to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.
2. The respective rights and obligations of Business Associate under Section E of this Provision shall survive the termination of the Administrative Services Agreement of which this Appendix is a part.
3. Any ambiguity in this Appendix shall be resolved to permit the Plan Sponsor to comply with HIPAA.

### **G. Security Standards**

1. Business Associate agrees that it will implement policies and procedures to ensure that its creation, receipt, maintenance, or transmission of electronic protected health information ("ePHI") on behalf of Plan Sponsor complies with the applicable administrative, physical, and technical safeguards required to protect the confidentiality and integrity of ePHI under the Security Standards 45 CFR Part 164.
2. Business Associate agrees that it will ensure that agents or subcontractors agree to implement the applicable administrative, physical, and technical safeguards required to protect the confidentiality and integrity of ePHI under the Security Standards 45 CFR Part 164.
3. Business Associate agrees that it will report security violations to the Plan Sponsor.



City of Billings

**H. Definitions**

1. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR § 164.501, limited to the information created or received by Business Associate from or on behalf of the Plan Sponsor.
2. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.





City of Billings

## ATTACHMENT I

### BUSINESS ASSOCIATE AGREEMENT – SECURITY STANDARDS

Fax this form to Liz Kampa-Weatherwax at (406) 247-8608 within two (2) days of proposal deadline, if you choose to participate in this RFP.

This agreement is entered into between \_\_\_\_\_ (Business Associate) and the City of Billings.

Business Associate agrees that it will implement policies and procedures to ensure that its creation, receipt, maintenance, or transmission of electronic protected health information (“ePHI”) on behalf of the City of Billings complies with the applicable administrative, physical, and technical safeguards required to protect the confidentiality and integrity of ePHI under the Security Standards 45 CFR Part 164.

Business Associate agrees that it will ensure that agents or subcontractors agree to implement the applicable administrative, physical, and technical safeguards required to protect the confidentiality and integrity of ePHI under the Security Standards 45 CFR Part 164.

Business Associate agrees that it will report security violations to the City of Billings, Human Resource Manager.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contact Name (please print)

\_\_\_\_\_  
Signature of Contact Person

\_\_\_\_\_  
Contact Position

By signing the above, I certify that I am authorized by the Company named above to respond to this request.



City of Billings

## ATTACHMENT J

### PRESENT BENEFIT PLANS



City of Billings Final  
Jan 2013 PD.pdf



VSP 2010  
contract.pdf



Billings 48 month  
Rates for 2010 VSP.p