

**LARAMIE COUNTY
BOARD OF COMMISSIONERS
REQUEST FOR QUALIFICATIONS**

FOR

**PROFESSIONAL INSURANCE BROKERAGE AND CONSULTANT
SERVICES FOR THE EMPLOYEE BENEFITS PLAN**

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The Laramie County Government (County) is accepting “Qualification Statements” from licensed Insurance Broker and/or Agents (hereafter “Broker/Agent”) for the purpose of providing professional insurance brokerage and consulting services for the employee benefits plan. The Broker/Agent must have a proven track record of successfully providing the outlined “Scope of Services” for employers of comparable size and complexity and will work directly with the County Human Resources staff in administration and delivery of the employee benefits plan.

Background:

Laramie County Government plan year is July 1st through June 30th. Laramie County currently employees around 400 full and part-time employees within 21 departments. This includes 11 elected officials: County Clerk, Treasurer, Assessor, Clerk of District Court, Sheriff, Coroner and Commissioners (5).

Nature/Scope of Services

The County is requesting qualifications for Insurance Broker/Agent Services:

The insurance Broker/Agent will be required to perform, but not limited to, the following services.

- Prepare an annual report, including complete accounting of fees and/or commissions earned on the account, observations on relevant changes in the insurance market, view on loss exposure facing the County and insurance policy summaries.
- Solicit and negotiate plan proposals and rate quotes from existing and alternative insurances carriers for annual renewals, at the County direction. Analysis of proposals in connection with insurance procurement, including, but not limited to establishing selection criteria, recommending marketplaces, evaluation of proposals and involvement in the selection process.
- Provide thorough analysis and recommendations for both cost saving and benefit enhancement options, to include scope of plan design changes (new and non-traditional approaches), impact on plan costs, value added services, etc.
- Conduct annual open enrollment benefit meetings for all employees, including preparation and presentation of annual benefits plan status report.

- Maintain an active and ongoing relationship with the service providers/insurance carriers to ensure smooth operation and delivery of benefits as well as facilitating prompt review and resolution of plan and claims administration issues.
- Make regularly scheduled visits to the County to respond to questions, solve problems and assist with benefit administration.
- Provide plan design and financial management performance updates throughout the plan year via detailed analysis, review and evaluation of costs, claims and trends.
- Assist with development and design of year-round information materials, employee meetings, etc to maximize employees' knowledge and understanding of how to be the best consumer of the employee benefits plan.
- Be knowledgeable of all Federal and State benefit laws (including but not limited to: COBRA, HIPPA, FMLA, ACA, etc) and serve as a resource for County Human Resources Staff on same.
- Inform County Human Resources of changing legislation and legal decisions affecting employee benefits. Advise on and discuss methods to comply with these changes.
- Upon request, perform related tasks reasonably associated with the "Scope of Services" as outlined above.

"Qualification Statement" response requirements:

Interested Broker/Agents must submit a "Qualification Statement". This submission must be responsive to the following items and may also include supplemental material that further supports the Broker/Agent's ability to provide the "Scope of Services" outlined in Section III. Failure to provide complete and/or adequate responses to the following will be grounds for rejecting the broker from further consideration.

- A. An overview of the Broker/Agent's firm, including at minimum; historical background, location(s), length of time existence, structure of the firm, annual agency revenues, and certification of firm's E&O coverage.
- B. Identify the service office responsible for the day to day servicing of Laramie County's account.
- C. Indicate if you specialize in a particular type of insurance.
- D. A listing of known complaints regarding Broker/Agent from the last 10 years that have been filed with the State Insurance Commissioner's Office, including the nature of the complaint and disposition.
- E. A listing of the person(s) who will be assigned (and readily available) to the County account and their specific role(s) in servicing the account. The listing must include details regarding professional experience of same, including: resumes, licenses, certifications, etc.
- F. What is the average number of employee lives for partially self- insured clients under your management?
- G. Of the total number of partially self- insured group health plans under management, how many are using separate third party administration, medical stop loss, prescription benefits, medical management and provider network services?
- H. How many of your partially self -insured group health clients are in the public sector?

- I. Three references (preferably of similar size and demographics to County) that you currently provide Broker/Agent services to. Include in this submittal: organization name, address, contact name and title, phone number, period served, and scope of coverage and carriers.
- J. Indicate how many health insurance clients, including partially self- insured groups does your firm currently manage.
- K. One reference (preferably of similar size and demographics to County) of a client from the last 3 years that you no longer represent due to their decision to change Broker/Agent. Include in this submittal: organization name, address, contact name and title, phone number, period served, and scope of coverage and carriers, and explanation of why the organization changed Broker/Agent.
- L. Provide work samples that demonstrate your ability to meet and exceed expectations as outlined in “Scope of Services”. At minimum, this must include examples of the following:
 - a. Analytical Reporting completed by your staff (not copies of carrier reports),
 - b. Recommendations for plan design changes and associated costs and/or savings,
 - c. Open Enrollment report to employees
 - d. Year-round benefits communication materials.
 - e. List of insurance carriers with whom you have ceased your working relationship within the last 3 years, and why you did so. Include the duration of each and the primary products you offered through them (medical, dental, term life, short and long term disability, AD&D, etc)
 - f. Provide examples/ explanations of your firms value added approaches and services that you feel distinguish your from other Broker/Agents.
- M. Does your firm have an ownership affiliation with any vendor you may propose for Laramie County’s partially self- insured health plan? Any such affiliation must be disclosed to Laramie County prior to placement of service
- N. Describe the scope of work that your firm will provide to Laramie County.
- O. Describe how your firm is typically compensated for services provided to partially self - insured health plans.
- P. Does your firm accept any form of compensation from stop loss carriers or prescription benefit managers, including premium overrides, per-script fees, rebates, production bonuses, performance bonuses, marketing fees or management fees?
- Q. Laramie County intends to operate the health plan under a model of full transparency with respect to vendor compensation. Non-compliance will result in termination of the contract. How does your firm intend to comply? Describe how carriers will segregate Laramie County’s business from other bonus arrangements you may have.
- R. Should Laramie County elect to conduct a Request for Proposal for health plan vendors, the broker-consultant will be expected to manage the RFQ process. How would you propose selecting the most qualified vendors in each service category?
- S. Describe how your firm is best able to manage costs in each vendor service category.
- T. Describe you firm’s experience in working with employer sponsored clinics.
- U. Describe your firm’s experience in working with ACO or Coordinated Care models of healthcare delivery.
- V. Describe your firm’s philosophy on vendor relationship management.
- W. How does your firm differentiate itself among the limited number of carrier offerings available in this market?

- X. Should Laramie County determine a vendor change is needed in any service category, please describe your approach to implementation.
- Y. Describe your experience with successfully moving an employee benefit plan from fully insured to partially insured.
- Z. Should Laramie County determine a change of third party administration service is necessary, please describe how you will manage a transition of vendors, including processing of run out claims.
- AA. Describe the communications support your service team will provide to Laramie County for employee enrollment meetings.
- BB. Describe in detail the service model your firm will use to manage Laramie County health plan throughout the contract year.
- CC. What rationale does your firm use for shopping stop loss? Shopped independently? Shopped through the TPA? Bundled with ASO?
- DD. How will you ensure Laramie County that no overrides are being paid by stop loss carriers?
- EE. How will you protect Laramie County from the potential for laser risk at renewal?
- FF. Describe the process your firm uses to ensure adequate medical stop loss disclosure at renewal?
- GG. How will your firm engage with underwriters to ensure the lowest possible cost of reinsurance?
- HH. How does your firm propose to work within the timeframe allotted for shopping stop loss, negotiating terms and locking in quotes prior to the Plan anniversary?

Please note that during the “Qualification Statement” review process, further information may be requested by the County for more in-depth evaluation. Additionally, before entering into any agreement with a successful responder, the County will require proof of insurance. The Laramie County requirements for insurance in regard to professional services are attached as an Exhibit to this RFQ. In the event that the County's insurance requirements do not match a respondents existing or available insurance, questions regarding the sufficiency of insurance for purposes of this RFQ may be directed to the Laramie County Attorney's office.

Fee Proposal:

- A. Under the model of full transparency, Laramie County requires that respondents clearly identify the annual cost of providing your services, regardless of the compensation model being used (e.g., commission, fees, overrides, etc.). Failure to fully disclose all sources of revenue associated with Laramie County could result in contract termination.
- B. Fee proposals will be reviewed separately from the Summary of qualifications. Please provide your fee proposal in separate envelope clearly marked with LARAMIE COUNTY: RFQ with your entities name.

RFQ Questions and Clarifications

All inquiries regarding the RFQ must be submitted in writing to Heather Rudy, HR Director, Laramie County. Written responses to such inquires will be made available to any requesting party, in accordance with the Open Records Act.

Evaluation and Award:

* The RFQ is designed to be a competitive negotiation platform, where price is not the sole determinative factor.

The Proposals will be reviewed within the context of specific experience in the disciplines required.

The County may require additional information, documentation or additional data to clarify or elaborate on materials submitted.

A Respondent meeting may be held at the County's sole discretion. Respondents may attend an arranged meeting in person or participate by teleconference (if available). If such a meeting is requested by LC, please advise the contact person designated in this RFQ of the estimated number of attendees. It is requested that known questions be forwarded in advance by e-mail or by facsimile, prior to the meeting, to the contact person designated in this RFQ.

Contract Award:

A review of previous experiences, expertise of firm, reputation, and references, will provide the necessary information to rank and select one or more firms or individuals. In no case shall the County be exclusively bound to any single firm or individual during the term of any contract as provided herein. The County may at its option, create a short list of proposals received and invite if necessary these firms for interviews.

The County may negotiate a contract with one or more firms as selected. If the County is unable to negotiate a satisfactory contract with any selected firm, negotiations shall be terminated and the County may undertake negotiations with other qualified firms.

Laramie County reserves the right to reject any or all submittals or to waive minor defects or irregularities in the submittal. The County further reserves the right, without prior notice, to supplement, amend or otherwise modify this RFQ or otherwise request additional information from any or all applicants. By submitting a proposal, the consultant thereby agrees the Board of County Commissioners' decision concerning any submittal in any respect is final, binding and conclusive for all purposes, and acknowledges the Board of County Commissioners in its sole and unqualified discretion may waive or deviate from the procedures and/or timetable outlined. All materials submitted become the property of the County and may be made available to the public except as specified herein.

Laramie County does not waive its Governmental/Sovereign Immunity, as provided by any applicable law including W.S. § 1-39-101 et seq., by proposng this RFQ or for any and all actions or activities related thereto. Further, Laramie County fully retains all immunities and defenses provided by law with regard to any action, whether in tort, contract or any other theory of law, based on this RFQ and any related subsequent actions or activities.

Additional Submittal and RFQ Details

1. "Qualification Statements" must be delivered and received by the County HR Office no later than January 30th, 2017 at 4pm. In the unanticipated event that the County offices are closed at that time, the deadline will be extended to 4pm the County's next observed business day.
2. "Qualification Statements" must be submitted to:
Laramie County Government
Attn: Human Resources
310 W. 19th Street #320
Cheyenne, Wy 82001
3. Respondents must submit 1 original copy, as well as 5 additional copies of the "Qualification Statement". Please provide your fee proposal in separate envelope clearly marked with LARAMIE COUNTY: RFQ and your company name.
4. County shall not be responsible for the loss, non-delivery, or physical condition of documents sent by postal or courier/parcel service.
5. Documents submitted by facsimile or email transmissions will not be accepted
6. Documents received after the deadline will not be considered.
7. Please note that all information received in this process becomes property of the County and is public information after the selection process is complete.
8. County reserves the right to: request additional information from any or all parties at any point in the process, waive any irregularities in any response, cancel this RFQ in whole or part, reject any or all proposals, accept any or any portion of any proposal and/or proceed at any time with the Broker/Agent determined to be the best suited, in the complete discretion of the County for providing the "Scope of Services" as outlined. Selection of any Broker/Agent does not obligate the County to any continuing relationship or obligation except as otherwise stated in any written understanding between the parties.
9. All costs incurred in connection with responding to this RFQ will be borne by the submitting firm or individual.
10. From the date of distribution of the RFQ through the date of selection of a Broker/Agent by the County Commissioners, Broker/Agents may not initiate or continue any verbal or written communications regarding this RFQ with any County Commissioner or the County Clerk. Violations will be reviewed by the County Attorney. If determined that such communication has compromised the competitive process or is otherwise deemed to be disruptive, inappropriate or unacceptable conduct, the RFQ submitted by the Broker/Agent may be disqualified.
11. If a responder believes that parts of a proposal are confidential then the responder must so specify. The responder must mark in bold red letters the term "**CONFIDENTIAL**" on that part of the response, which the responder believes to be confidential. The responder must submit in writing specific detailed reasons, including any relevant legal authority, stating why the responder believes the material to be confidential. Vague and general claims as to confidentiality will not be accepted. Laramie County will be the

sole judge as to whether a claim is general and/or vague in nature. All parts of proposals, which are not marked as confidential, will be automatically considered public information after the contract is awarded. The successful proposal may be considered public information even though parts are marked confidential.

12. Proposals must be signed by a person authorized to commit the responder to provide the service outlined in the proposal. Submission of a signed proposal will be interpreted to mean the responder has agreed to all terms and conditions set forth in all of the sheets which make up this RFQ.
13. The responder and services and/or products provided by the responder must meet requirements of applicable Wyoming State Laws, or any applicable Federal Laws.

Conflict of Interest

Each responder must disclose any existing or potential conflict of interest relative to the performance of the requirements of this proposal. Examples of potential conflicts may include an existing business or personal relationship between the responder, its principal or any affiliate or subcontractor, with the County or any other entity or person involved in any way in the project that is the subject of this RFQ. Similarly, any personal or business relationship between the responder, the principals, or an affiliate or subcontractor, with any employee of Laramie County or its suppliers must be disclosed. Any such relationship that might be perceived or represented as a conflict should be disclosed. Failure to disclose any such relationship or reveal personal relationships with Laramie County employees may be cause for termination. Laramie County will decide if an actual or perceived conflict should result in proposal disqualification. By submitting a response to this RFQ, all responders affirm that they have not given, nor intend to give, any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, tip, favor, or service to a Laramie County employee or representative in connection with the procurement.

Contract Required/General Provisions

Any selected Broker/Agent will be required to enter into a written Agreement with the county. The following general provisions will be part of any contract entered into by the selected responder).

A. **Independent Contractor:** The services to be performed by CONTRACTOR are those of an independent contractor and not as an employee of COUNTY. CONTRACTOR is not eligible for Laramie County County employee benefits and will be treated as an independent contractor for federal tax filing purposes. CONTRACTOR assumes responsibility for its personnel who provide services pursuant to this contract and will make all deductions required of employers by state, federal and local laws and shall maintain liability insurance for each of them. CONTRACTOR is free to perform the same or similar services for others.

B. **Acceptance Not Waiver:** COUNTY approval of the reports, and work or materials furnished hereunder shall not in any way relieve CONTRACTOR of responsibility for the technical accuracy of the work. COUNTY approval or acceptance of, or payment for, any of the services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

C. **Termination:** This Agreement may be terminated (a) by either party at any time for failure of the other party to comply with the terms and conditions of this agreement; (b) by either party, with thirty (30) days' prior written notice to the other party; or (c) upon mutual written agreement by both parties.

D. Entire Agreement: This Agreement (XXXX) and Attachment 'XXX' (1 page) represent the entire and integrated agreement and understanding between the parties and supersedes all prior negotiations, statements, representations and agreements, whether written or oral.

E. Assignment: Neither this Agreement, nor any rights or obligations hereunder shall be assigned or delegated by a party without the prior written consent of the other party.

F. Modification: This Agreement shall be modified only by a written agreement, duly executed by all parties hereto.

G. Invalidity: If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, or if the COUNTY is advised of any such actual or potential invalidity or unenforceability, such holding or advice shall not invalidate or render unenforceable any other provision hereof. It is the express intent of the parties that the provisions of this Agreement are fully severable.

H. Applicable Law and Venue: The parties mutually understand and agree this Agreement shall be governed by and interpreted pursuant to the laws of the State of Wyoming. If any dispute arises between the parties from or concerning this Agreement or the subject matter hereof, any suit or proceeding at law or in equity shall be brought in the District Court of the State of Wyoming, First Judicial District, sitting at Cheyenne, Wyoming. The foregoing provisions of this paragraph are agreed by the parties to be a material inducement to CONTRACTOR and to COUNTY in executing this Agreement. This provision is not intended nor shall it be construed to waive COUNTY'S governmental immunity as provided in this Agreement.

I. Contingencies: CONTRACTOR certifies and warrants no gratuities, kick-backs or contingency fees were paid in connection with this Agreement, nor were any fees, commissions, gifts or other considerations made contingent upon the award of this Agreement.

J. Discrimination: All parties agree they will not discriminate against any person who performs work under the terms and conditions of this Agreement because of race, color, gender, creed, handicapping condition, or national origin.

K. ADA Compliance: All parties agree they will not discriminate against a qualified individual with disability, pursuant to a law as set forth in the Americans With Disabilities Act, P.L. 101-336, 42 U.S.C. § 12101, *et seq.*, and/or any properly promulgated rules and regulations relating thereto.

L. Governmental/Sovereign Immunity: COUNTY does not waive its Governmental/Sovereign Immunity, as provided by any applicable law including W.S. § 1-39-101 *et seq.*, by entering into this Agreement. Further, COUNTY fully retains all immunities and defenses provided by law with regard to any action, whether in tort, contract or any other theory of law, based on this Agreement.

M. Indemnification: To the fullest extent permitted by law, CONTRACTOR agrees to indemnify and hold harmless COUNTY, its elected and appointed officials, employees and volunteers from any and all liability for injuries, damages, claims, penalties, actions, demands or expenses arising from or in connection with work performed by or on behalf of CONTRACTOR for COUNTY. CONTRACTOR shall carry liability insurance sufficient to cover its obligations under this provision and provide COUNTY with proof of such insurance.

N. Third Parties: The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to the Agreement, and shall inure solely to the benefit of the parties to this Agreement.

O. Conflict of Interest: COUNTY and CONTRACTOR affirm, to their knowledge, no CONTRACTOR employee has any personal beneficial interest whatsoever in the agreement described herein. No staff member of CONTRACTOR, compensated either partially or wholly with funds from this Agreement, shall engage in any conduct or activity which would constitute a conflict of interest relative to this Agreement.

P. Force Majeure: Neither party shall be liable to perform under this Agreement if such failure arises out of causes beyond control, and without the fault or the negligence of said party. Such causes may include, but are not restricted to, Act of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. In every case, however, a failure to perform must be beyond the control and without the fault or the negligence of said party.

Q. Limitation on Payment: COUNTY'S payment obligation is conditioned upon the availability of funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services and equipment provided by CONTRACTOR the Agreement may be terminated by COUNTY at the end of the period for which funds are available. COUNTY shall notify CONTRACTOR at the earliest possible time of the services which will or may be effected by a shortage of funds. At the earliest possible time means at least thirty (30) days before the shortage will affect payment of claims, if COUNTY knows of the shortage at least thirty (30) days in advance. No penalty shall accrue to COUNTY in the event this provision is exercised, and COUNTY shall not be obligated or liable for any future payments due or for any damages as a result of termination under this provision. This provision shall not be interpreted or construed to permit COUNTY to terminate this Agreement in order to acquire similar services from another party.

R Notices: All notices required and permitted under this Agreement shall be deemed to have been given, if and when deposited in the U.S. Mail, properly stamped and addressed to the party for whom intended at such parties' address listed herein, or when personally delivered personally to such party. A party may change its address for notice hereunder by giving written notice to the other party.

S. Compliance with Laws: CONTRACTOR shall comply with all applicable laws, regulations and ordinances, whether Federal, State or Local, including but not limited to the publication of payment requirements pursuant to W.S. 16-6-116.

T. Payments: Any payments due under the Agreement shall be made in accordance with Wyoming Statute §16-6-602 (as amended).