



Municipalities building a  
stable insurance future.

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# Health Benefits Consulting Services

for the

Greater Tompkins County Municipal Health Insurance Consortium

Issue Date: October 1, 2013

**Due Date: 2:00 p.m, November 7, 2013**

## Background

The **Greater Tompkins County Municipal Health Insurance Consortium** is an entity of municipalities in New York State created by the Tompkins County Council of Governments (TCCOG). The goal of the Consortium is to provide affordable health insurance to its employees and eligible retirees, prescription drug coverage, and, when applicable, ancillary benefits to its members without diminishing benefits.

The Consortium received its Certificate of Authority from the New York State Insurance Department and began operations in 2010. It operates as a self-insured entity as outlined in Article 47 under New York State Insurance law. As of September 2013, 14 of the County's 17 municipalities have joined the Consortium, plus the City of Cortland, to bring the municipal count to 15. The bylaws of the Consortium are outlined by a municipal cooperative agreement and the Board of Directors governs the Consortium. Details are available for download at <http://www.tompkins-co.org/healthconsortium/>.

The Consortium is governed by a Board of Directors that is comprised of municipal representatives as well as labor representatives that vote on final resolutions. The Board receives recommendations from a variety of committees as follows:

- Audit Committee
- Finance Committee
- Appeals Committee
- Executive Committee
- New Member Committee
- Orientation Committee
- "Owning Your Own Health"
- Organizational Structure
- Nominating Committee
- Ad Hoc Committee to Review Proposal for Amending Municipal Cooperative Agreement if Membership exceeds 17
- RFP Review Committees: Health Benefits Consultant, Prescription Drug TPA, Health Plan TPA, Employee Assistance Program TPA, Flex Spending TPA, Actuary, Auditor, Accountant, others as needed.

## SCOPE OF SERVICES

1.00 Provide consulting services for the operations of the Greater Tompkins County Municipal Health Insurance Consortium (GTCMHIC).

1.01 Train new municipalities and newly elected officials regarding expectations of and scope of duties for municipal representatives.

1.02 Assure timely and proper reporting to New York State Department of Financial Services- including but not limited to JURAT reports, benefit plans, and amendments - involves coordinating with Treasurer, TPA's, Actuary, and Accountant.

1.03 Develop budget, including calculating reserves, and establish premium equivalent rates for Board of Directors adoption.

1.04 Provide medical and pharmaceutical claims analysis that will identify patterns and projections that the Consortium and its members can use to inform their effort to reduce risks.

1.05 Facilitate paying wages of Consortium's administrative clerk. \*Note: the Consortium currently has an administrative clerk in place, so this should not increase the cost of the proposal since payment for the clerk's services is a pass-thru.

1.06 Provide documentation and research for new initiatives, such as EAP, Flex Spending, and Medicare Supplement Programs.

1.07 Answer benefit questions for municipalities.

1.08 Assure Consortium's compliance with New York State Insurance Department, as well as all applicable federal, state, and local laws and regulations, including but not limited to Affordable Care Act.

1.09 Track contract signatures, maintain list of contracts and monitor and enforce the performance of the Consortium's contracts. Report performance deficiencies and violations to the Consortium in a timely manner.

1.10 When so authorized, negotiate on the Consortium's behalf the details of stop loss insurance or other insurance contracts with identified carriers. Audit proposals and policies for complete accuracy of coverage, pricing, terms and conditions, and compliance with financial arrangements and administrative procedures acceptable to the Consortium.

1.11 Facilitate use of insurance industry-based Enterprise Risk Assessment with Board of Directors.

1.12 Evaluate existing benefit plans & contracts and their associated loss history and make recommendations concerning any changes, modifications and/or additions to the terms, conditions, and coverage needed to yield a comprehensive employee benefits management program to further the interests of the Consortium, the employees and the taxpayers.

1.13 Attend all Board of Director meetings (six to twelve per year); provide information and technical support to Consortium Committees, and attend meetings as required.

1.14 Provide support for tasks as required as directed by the Consortium's Board of Directors.

### **Instructions to Proposers:**

2.01 The GTCMHIC will receive proposals for consulting services up until the date and time specified in the RFP Schedule.

Proposals must be submitted via e-mail to: [consortium@twcny.rr.com](mailto:consortium@twcny.rr.com). All proposals must be received on or before date and time specified in the RFP.

The proposal shall be signed by a representative who is authorized to contractually bind the Contractor.

### **Requirements of the Proposal:**

2.02 All proposals shall be submitted as specified on the proposal pages included in the RFP document. Any attachments must be clearly identified. To be considered, the proposal must respond to all parts of the RFP.

2.03 Any other information thought to be relevant, but not applicable to the enumerated categories, should be provided as an appendix to the proposal. If publications are supplied by a proposer to respond to a requirement, the response should include reference to the document number and page number. This will provide a quick reference for the evaluators. Proposals not providing this reference will be considered to have no reference material included in the additional documents.

### **3.00 Time Line – Subject to Change**

Oct. 1, 2013 Release RFP  
Nov. 7th RFP responses due (5 weeks)  
Nov. 18th committee reviews responses, selects top 3 for interviews (11 days)  
Nov. 25-29 HOLIDAY  
Dec. 2nd-6th Interviews  
Dec 10th committee selects consultant  
Dec. 16-20 Board of Directors meeting, approves consultant  
Dec. 23rd-Jan. 3rd HOLIDAY  
January 2014 begin work

### **PROPOSAL PAGES ARE AS FOLLOWS:**

- Proposal Summary Attachments, including Signature Page
- Financial Proposal
- Technical Proposal

## **CONSIDERATION FOR AWARD/AWARD PROCEDURES**

The award of the contract will be based on certain objective and subjective considerations listed below:

### **4.0 EVALUATION CRITERIA ASSIGNED POINTS**

#### **1. Qualifications and experience of RFP responders in providing services -**

Replies to this request must designate specific personnel who will be assigned to the project. Resumes of staff assigned to the project should be submitted which include education, professional registration, familiarity with applicable laws and regulations, and work experience.

Greater consideration may be given to resumes indicating evidence of the following experience in:

- managing a health benefits system/plan;
- working with municipalities;
- working with political bodies;
- working in regions comparable to Tompkins County;
- working with health benefit consortiums; and
- working with the New York State Office of Financial Services.

**Points assigned to this category: 0-30 points**

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#### **2. Past Performance –**

Firms responding to this request must submit in writing a synopsis of past experience completing relevant projects of similar scope and nature, completed within the past five years. Respondents must indicate how these projects are relevant, and must provide at least three professional references related to these successful projects, which include the client's name, address, contact person, email address, and telephone number(s).

**Points assigned to this category: 0-35 points**

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#### **3. Responsiveness to RFP –**

Submissions will be evaluated on presentation of the material and completeness of information submitted, related to the Consortium and its needs.

**Points assigned to this category: 0-10 points.**

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#### **4. Compensation –**

The proposal must specify the amount of compensation requested and the proposed method of payment.

**Points assigned to this category: 0-10 points.**

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#### **5. Resources –**

Respondents must demonstrate that they are capable and ready to fulfill the requirements of this project, meeting the dates and milestones indicated in the RFP and that adequate staffing will be assigned to Consortium's project.

**Points assigned to this category: 0-15 points**

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**MAXIMUM TOTAL POINTS: 100 points.**

Evaluation of proposals will be conducted by an evaluation committee of qualified GTCMHIC staff, or other persons selected by the GTCMHIC. The committee will evaluate all responsive proposals based upon the information and references contained in the proposals as submitted. The committee will score and rank all responsive proposals, and determine a minimum of three (3), if more than three (3) proposals are responsive, to be finalists for further consideration. In the event there are less than three (3) responsive proposals, the committee will give further consideration to all responsive proposals received. The committee may determine the need to conduct oral interviews, for clarification purposes only, with the finalists and re-score and re-rank the finalists proposals. The first ranked proposer resulting from this process will be recommended to the GTCMHIC Board of Directors for award.

Information and references submitted will be considered in the award.

The GTCMHIC may require additional information and Proposers agree to furnish such information. The GTCMHIC reserves the right to award the contract to that Proposer who will best serve the interest of the GTCMHIC. The GTCMHIC reserves the right, based upon its deliberations and in its opinion, to accept or reject any or all proposals. The GTCMHIC also reserves the right to waive minor irregularities or variations to the specifications and in the RFP process.

## PROPOSAL SUMMARY PAGES - SIGNATURE PAGE

TO: The GTCMHIC

The below signed hereby agrees to furnish the services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the RFP. I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal I will accept a contract if approved by the GTCMHIC and such acceptance covers all terms, conditions, and specifications of this proposal. I have not divulged to, discussed with, or compared this proposal with any other proposer(s) and have not colluded with any other proposer(s) or parties to this RFP. I certify I am authorized to contractually bind the

Proposing firm: \_\_\_\_\_

Proposal submitted by: \_\_\_\_\_

Principal Contact (printed): \_\_\_\_\_

Title: \_\_\_\_\_

Company Name: \_\_\_\_\_ (Legal Registered)

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ FAX: \_\_\_\_\_

E-Mail: \_\_\_\_\_

**ADDENDUM ACKNOWLEDGEMENT** - Proposer acknowledges that the following addenda have been received and are included in his proposal:

**VARIANCES**: State any variations to specifications, terms and conditions in the space provided below or reference in the space provided below all variances contained on other pages of RFP, attachments or proposal pages. No variations or exceptions by the Proposer will be deemed to be part of the proposal submitted unless such variation or exception is listed and contained within the proposal documents and referenced in the space provided below. If no statement is contained in the below space, it is hereby implied that your proposal complies with the full scope of this RFP.

Variances:

**PROPOSAL SUMMARY PAGES - FINANCIAL PROPOSAL**

**GUARANTEED ANNUAL MAXIMUM COST TO THE GTCMHIC NOT TO EXCEED: Year One**

**\$\_\_\_\_\_**

**Year Two \$\_\_\_\_\_**

**Year Three \$\_\_\_\_\_**

**Option to renew for two one-year terms rate:**

**Year Four \$\_\_\_\_\_**

**Year Five \$\_\_\_\_\_**

**All prices are subject to negotiation.**



## **PROPOSAL SUMMARY PAGES – TECHNICAL PROPOSAL**

### **Limit to 5 Pages**

Consulting Qualifications & Experience: Documentation must be submitted to support experience with self-funded Health programs of New York governmental entities. The consulting firm's personnel assigned to this project must have first-hand experience in preparing documentation and developed relationships with the New York State Office of Financial Services. Condensed resumes should be included.

List all government agency clients for whom you have provided similar services in the last three years, and relevant experience with non-governmental clients who may demonstrate the scope of services and resources available from the consulting firm. Provide agency name, address, telephone number, contact person, email address, and date service was provided. If services provided differs from the one presented in your proposal, please delineate such differences.

List those GTCMHIC agencies with which the proposer has had contracts or agreements during the past three (3) years:

Lawsuits (any) pending or completed involving the corporation, partnership or individuals with more than ten percent (10%) interest:

- a. List all pending lawsuits, which are concerned directly with the staff or part of your organization proposed for the contract:
- b. List all judgments from lawsuits in the last 5 years, which are concerned directly with the staff or part of your organization proposed for the contract.

The proposer understands that the information contained in these Proposal Pages is to be relied upon by the GTCMHIC in awarding the proposed Agreement, and such information is warranted by the proposer to be true. The proposer agrees to furnish such additional information, prior to acceptance of any proposal, relating to the qualifications of the proposer, as may be required by the GTCMHIC.

**PROPOSERS PLEASE INSURE THAT YOU HAVE SIGNED THE SIGNATURE PAGE OF THESE PROPOSAL PAGES. OMISSION OF A SIGNATURE ON THAT PAGE MAY RESULT IN REJECTION OF YOUR PROPOSAL**

COMPLETE AND EMAIL THE REQUIRED PROPOSAL PAGES AND ATTACHMENTS to **consortium@twcnny.rr.com**.

## REQUIRED ANTI-DISCRIMINATION CLAUSE

During the performance of this contract, (the contractor) hereby agrees as follows:

- (a) The contractor will not discriminate against any employee or applicant for employment for any of the following: race, creed, color, ethnicity, military service, marital status, disability, sexual preference, perceived gender, national origin, or status as an ex-offender, and will take affirmative action to insure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference, but not be limited, to: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training.
- (b) The contractor will send to each labor union or representative of workers with which he has or is bound by a collective bargaining or other agreement or understanding, a notice, to be provided by the State Commissioner for Human Rights, advising such labor union or representative of the contractor's agreement under clauses (a) through (f) hereinafter called "non-discrimination clauses". If the contractor was directed to do so by the contracting agency as part of the bid or negotiation of this contract, the contractor shall request such labor union or representative to furnish him with a written statement that such labor union or representative either will affirmatively cooperate, within the limits of its legal and contractual authority, in the implementation of the policy and provisions of these non-discrimination clauses or that it consents and agrees that recruitment, employment and the terms and conditions of employment under this contract shall be in accordance with the purposes and provisions of these non-discrimination clauses. If such labor union or representative fails or refuses to comply with such a request that it furnish such a statement, the contractor shall promptly notify the State Commission for Human Rights of such failure or refusal.
- (c) The contractor will post and keep posted in conspicuous places, available to employees and applicants for employment, notices to be provided by the State Commission for Human Rights setting forth the substance of the provisions of clauses (a) and (b) and such provisions of the State's and local Tompkins County Laws against discrimination as the State Commission for Human Rights shall determine.
- (d) The contractor will state, in all solicitations or advertisements for employees placed by or on behalf of the contractor, that all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color or national origin.
- (e) The contractor will comply with the provisions of Sections 291-299 of the Executive Law and the Civil Rights Law, will furnish all information and reports deemed necessary by the State Commission for Human Rights under these non-discrimination clauses and such sections of the Executive Law, and will permit access to his books, records and accounts by the State Commission for Human Rights, the Attorney General and the Industrial Commissioner for purposes of investigation to ascertain compliance with these non-discrimination clauses and such sections of the Executive Law and Civil Rights Law.
- (f) This contract may be forthwith cancelled, terminated or suspended, in whole or in part, by the contracting agency upon the basis of a finding made by the State Commission for Human Rights that the Contractor may be declared ineligible for future contracts made by or on behalf of the State or a public authority or agency of the State, until he satisfies the State Commission for Human Rights that he has established and is carrying out a program in conformity with the provisions of these non-discrimination clauses. Such finding shall be made by the State Commission for Human Rights after conciliation efforts by the Commission have failed to achieve compliance with these non-discrimination clauses and after a verified complaint has been filed with the Commission, notice thereof has been given to the Contractor and opportunity has been afforded him to be heard publicly before three members of the Commission. Such sanctions may be imposed and remedies invoked independently of or in addition to sanctions and remedies otherwise provided by law. The Contractor will include the provisions of clauses (a) through (f) in every subcontract or purchase order in such a manner that such provisions be performed within the State of New York. The Contractor will take such action in enforcing such provisions of such subcontract or purchase order as the contracting agency may direct, including sanctions or remedies for non-compliance. If the Contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor shall promptly so notify the Attorney General, requesting him to intervene and protect the interests of the State of New York.

GENERAL CONDITIONS ACCEPTED BY:

Firm: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

## REQUIRED

The Successful Bidder Shall Maintain and Agree to the Following:

(Professional), hereinafter referred to as Contractor, shall indemnify, hold harmless and defend the Greater Tompkins County Municipal Health Insurance Consortium, and its officers, employees, agents, and elected officials for injury or death to any person or persons or damage to property arising out of the performance of the Contractor, its employees, subcontractors or agents with the exception of all actions and claims arising out of the negligence of the Greater Tompkins County Municipal Health Insurance Consortium. The Contractor shall maintain the following minimum limits of insurance or as required by law, whichever is greater, and provide proof of insurance with its proposal.

A.) **Workers' Compensation and New York Disability** - Statutory Coverage  
Employer's Liability - Unlimited.

B.) **Commercial General Liability** including, contractual, independent contractors, products/completed operations - Occurrence Form required.

*	Each Occurrence	\$1,000,000
*	General Aggregate	2,000,000
*	Products/Completed Operations Aggregate	2,000,000
*	Personal and Advertising Injury	1,000,000
*	Fire Damage Legal	50,000
*	Medical Expense	5,000

\* The Greater Tompkins County Municipal Health Insurance Consortium and its officers, employees, agents and elected officials are to be included as **Additional Insureds**

C.) **Professional Liability** - \$1,000,000 **OR Errors and Omissions Liability** - \$1,000,000

**REQUIRED  
GENERAL CONDITIONS  
AFFIDAVIT OF NON-COLLUSION**

NAME OF RESPONDER:

PHONE NO.:

FAX NO.:

BUSINESS ADDRESS:

EMAIL:

I hereby attest that I am the person responsible within my firm for the final decision as to the price(s) and amount of the proposal, or

If not, that I have written authorization, enclosed herewith, from that person to make the statements set out below on his/her behalf and on behalf of my company.

I further attest that:

1. The prices in this bid/proposal have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition with any other contractor, responder or potential bidder; and
2. Neither the price(s), nor the amount of this bid/proposal, have been disclosed to any other firm or person who is a responder or potential responder on this project, and will not be so disclosed prior to bid/proposal opening; and
3. No attempt has been made or will be made to solicit, cause or induce any company or person to refrain from responding to this RFB/RFP, or to submit a bid/proposal higher than the proposal of this company, or any intentionally high or non-competitive bid/proposal or other complementary proposal; and
4. The bid/proposal of my company is made in good faith and not pursuant to any agreement or discussion with, or inducement from any firm or person to submit a complementary proposal; and
5. My company has not offered or entered into a subcontract or agreement regarding the purchase of materials or services from any other company or person, or offer, promised or paid cash of anything of any value to any company or person, whether in connection with this or any other project, in consideration for an agreement or promise by a company or person to refrain from responding to this RFB/RFP or to submit a complementary bid/proposal on this project; and
6. My company has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any company or person, and has not been promised or paid cash or anything of value by any company or person, whether in connection with this or any project, in consideration for my company's submitting a complementary bid/proposal or agreeing to do so on this project; and
7. I have made a diligent inquiry of all members, officers, employees, and agents of my company with responsibilities relating to the preparation, approval or submission of my company's proposal on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion act or other conduct inconsistent with any statements and representations made in this affidavit.

**8. By submission of this proposal I certify that I have read, am familiar with, and will comply with any and all segments of these specifications.**

The person signing this proposal, under the penalties of perjury, affirms the truth thereof.

Signature & Company Position\_\_\_\_\_

Print Name & Company Position\_\_\_\_\_

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

Date Signed Federal I.D. Number\_\_\_\_\_

**REQUIRED  
PROPOSAL SIGN-OFF SHEET**

**BID/PROPOSAL TITLE:** Health Benefits Consulting Services

Please check off and sign for items below and submit this required sheet with your bid packet; the proposal may be rejected if the required documents are not included with the proposal.

DONE INITIALS

1. Bid/Proposal completed
2. Non-Collusive certificate completed
3. Anti-Discrimination clause completed
4. Proof of insurance coverage in amounts required by specification signed by insurance agent enclosed
5. Addenda (if issued) received  
List Addendum # and dates

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Name/Title of Authorized Person Submitting Bid

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Firm or Corporation Making Bid

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Address

---

Telephone/ Fax

---

(email address)

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Signature of Authorized Person Submitting Bid