

**Alameda County Employees' Retirement Association  
(ACERA)**

**REQUEST FOR PROPOSAL FOR  
Vision Plan Provider**

**ISSUE DATE:**

**Monday, February 3, 2020**

**PROPOSALS DUE:**

**Friday, March 6, 2020 at 4:00 p.m. Pacific Time**

**SUBMIT TO:**

**Alameda County Employees' Retirement Association  
Attn: Benefits Department  
475 14<sup>th</sup> Street  
Suite 1000  
Oakland, California 94612-1916**

**RFP POINT OF CONTACT:**

**Michael Szeto  
Segal**

**Telephone: 818-956-6716**

**Email: [mszeto@segalco.com](mailto:mszeto@segalco.com)**

**PROHIBITED COMMUNICATIONS:**

**From the RFP release date until a contract for the requested services are fully executed, firms are prohibited from communication with Members of the Retirees Committee or Staff, other than the RFP Point of Contact, concerning the RFP or the contract. Any communications will be considered attempts to lobby or market services, and is therefore prohibited by ACERA. Firms will be disqualified from contract consideration if the prohibition is not honored.**

## **Table of Contents**

<b>I. INTRODUCTION.....</b>	<b>5</b>
A. INVITATION .....	5
B. BACKGROUND .....	5
C. RIGHT OF ACERA TO AWARD, WITHDRAW, OR REJECT PROPOSALS .....	7
D. MINIMUM QUALIFICATIONS .....	8
<b>II. SCOPE OF SERVICES.....</b>	<b>8</b>
A. VISION PLAN UNDERWRITING AND GENERAL RESPONSIBILITIES .....	8
B. PROGRAM EVALUATION, REPORTS, AND DATA SERVICES.....	9
C. CUSTOMER SUPPORT SERVICES .....	9
D. OPEN ENROLLMENT AND COMMUNICATION SERVICES.....	10
E. WELLNESS.....	10
F. DATA REQUIREMENTS.....	10
G. MEMBER SATISFACTION SURVEY .....	10
<b>III. GENERAL DUTIES.....</b>	<b>10</b>
<b>IV. INSTRUCTIONS TO PROPOSERS .....</b>	<b>11</b>
A. PROPOSAL TIMELINE .....	11
B. PROPOSAL PROCESS.....	12
<b>V. PROPOSAL PREPARATION AND SUBMISSION.....</b>	<b>14</b>
A. BIDDING INSTRUCTIONS.....	14
B. PROPOSAL SUBMISSION .....	15
C. REQUESTED FUNDING ARRANGEMENTS AND PLAN DESIGN.....	15
<b>VI. EVALUATION .....</b>	<b>15</b>
A. EVALUATION PROCESS .....	16
B. FINALIST INTERVIEWS .....	17
C. SITE VISITS.....	17
D. CONTRACTING PROCESS.....	17
<b>VII. RESPONSE FORMAT AND ORGANIZATION.....</b>	<b>18</b>
A. NUMBER OF RESPONSES .....	18
B. ORIGINAL AND COPIES.....	18
C. PROPOSAL FORMAT.....	18
<b>APPENDIX A.....</b>	<b>19</b>

MUTUAL CONFIDENTIALITY AGREEMENT .....	19
<b>APPENDIX B</b> .....	<b>22</b>
INTENT TO BID FORM.....	22
<b>APPENDIX C</b> .....	<b>23</b>
PREMIUM QUOTATION FORM INSTRUCTIONS .....	23
PREMIUM QUOTATION FORM – BASE PLAN .....	24
PREMIUM QUOTATION FORM – BUY-UP PLAN.....	25
<b>APPENDIX D</b> .....	<b>27</b>
PLAN COMPARISON SUMMARY .....	27
<b>APPENDIX E</b> .....	<b>28</b>
PROPOSER INFORMATION SHEET AND REFERENCES .....	28
<b>APPENDIX F</b> .....	<b>29</b>
QUESTIONNAIRE FORM INSTRUCTIONS .....	29
QUESTIONNAIRE FORM.....	30
<b>APPENDIX G</b> .....	<b>43</b>
NETWORK ANALYSIS.....	43
<b>APPENDIX H</b> .....	<b>44</b>
PERFORMANCE GUARANTEES .....	44
<b>ATTACHMENT A</b> .....	<b>45</b>
PREMIUM AND CLAIMS HISTORY.....	45
<b>ATTACHMENT B</b> .....	<b>46</b>
RETIREE ENROLLMENT GUIDE.....	46
<b>ATTACHMENT C</b> .....	<b>47</b>
CENSUS .....	47
<b>ATTACHMENT D</b> .....	<b>48</b>
EVIDENCE OF COVERAGE.....	48

**APPENDICES**

All applicable Appendices must be submitted with the proposal.

Appendix A: Mutual Confidentiality Agreement

Appendix B: Intent to Bid Form

Appendix C: Premium Quotation Form

Appendix D: Plan Comparison Summary

Appendix E: Proposer Information Sheet and References

Appendix F: Questionnaire

Appendix G: Network Analysis (Geo Access, Provider Disruption and Discount Evaluation)

Appendix H: Performance Guarantees

# I. INTRODUCTION

## A. INVITATION

The Alameda County Employees' Retirement Association (ACERA) is seeking proposals from qualified organizations with in-depth knowledge and expertise in providing fully insured and/or self-insured vision benefits for ACERA's eligible Retired Members, Survivors (e.g., surviving spouse/domestic partner), and Dependents.

ACERA seeks to partner with vendors who can demonstrate:

- An understanding of the challenges of managing vision plan benefits for a Retiree-only population.
- An established track record for providing high-quality service to vision plan participants.
- An effective provider network which balances cost and quality, with minimal provider disruption.
- Consistent, responsive, and professional administrative service backed by verifiable performance measurements.
- An ability to provide comprehensive reports containing cost and utilization data, that helps ACERA understand factors that drive costs and how programs and services offered by the plan vendor(s) help to mitigate cost trends.
- Understanding of the Patient Protection and Affordable Care Act and its impact on vision programs that may impact Members.

This RFP will be for plan years February 1, 2021 – January 31, 2024, with options to renew for two additional one-year periods.

ACERA has engaged their Health & Welfare Consultant, Segal, to solicit vision plan benefit proposals for this RFP.

## B. BACKGROUND

ACERA is a public, defined benefit pension plan, located in Oakland, California, established and governed under the provisions of ACERA Employees' Retirement Law of 1937 (the "37 Act") (California Government Code, §§ 31450 - 31898) and the California Pension Protection Act of 1992 (California Constitution, Article 16, § 17.) ACERA operates in compliance with state and federal laws.

ACERA sponsors the fully insured medical insurance plans for the retired employees of Alameda County and their dependents. Contracts with medical insurance vendors are negotiated by Alameda County, but administered by ACERA. ACERA also utilizes Willis Towers Watson/Via Benefits for individual plans. A portion of the premiums for these plans are paid by ACERA for eligible retirees. Beneficiary and Dependent enrollment is voluntary and premiums are deducted from a member's monthly retirement benefit.

ACERA's Supplemental Retiree Benefit Reserve (SRBR) represents funds required by statute to be set aside from investment earnings to provide supplemental, non-vested benefits to retirees. The SRBR was established on January 1, 1985, upon adoption of Article 5.5 of the Government Code by the Board of Supervisors for Alameda County. Currently, the SRBR is used to subsidize retirees' premium costs including those for vision plans.

Per the Public Records Act (Government Code § 6250 et seq.), ACERA will make available to the public the submitted proposal and all correspondence and written questions submitted during the Request for Proposal process. However, such disclosure shall not be made prior to the date on which ACERA

finalizes and fully executes a contract with the vendor. Except as otherwise required by law, ACERA will not disclose trade secrets or proprietary financial information submitted in response to the request for proposal. Any such trade secrets or proprietary financial information, which a Proposer believes should be exempted from disclosure, shall be specifically identified and marked as such. Blanket-type identification by designating whole pages or sections shall not be permitted and shall be invalid. The specific information must be clearly identified as such.

Upon a request for records regarding a submitted proposal, ACERA will notify the Proposer involved of a specific time for when the records will be made available for inspection. If the Proposer, in a timely manner, identifies any “proprietary, trade secret, or confidential commercial or financial” information which the Proposer determines is not subject to public disclosure, the Proposer will be required to fully intervene, justify such exemption, and secure appropriate injunctive orders in all for exempting such records from disclosure. ACERA reserves the right to independently determine whether any document is subject to disclosure and to make such information available to the extent required by applicable law, without any restriction.

For 2020, the vision program includes the following fully insured plans provided by Vision Service Plan (VSP):

- Base Plan: Choice Non-Enhanced Plan B
- Buy-Up Plan: Choice Plan C

Both vision plans cover approximately 11,400 retirees and beneficiaries on a mandatory and voluntary basis, depending on years of service. Approximately 86% of retirees are enrolled in vision plans on a mandatory and voluntary basis.

A summary of the vision program is included in Appendix D (Base and Buy-Up). ACERA’s Retiree Enrollment Guide provides an overview of benefits offered to Alameda County retirees and eligible dependents. The most recent Retiree Enrollment guide is available on the ACERA web site at <https://www.acera.org/sites/main/files/file-attachments/2020-oe-guidebook.pdf?1569962826>

ACERA retirees are eligible for vision benefits. In addition, Disability Retirees, current spouses/domestic partners of Retirees, surviving spouses/domestic partners (hereafter referred to as Survivors) of Retirees, and dependent children (biological children, adopted children, from the date of placement, stepchildren, or dependents under legal guardianship/conservatorship) also participate in the plans.

For 2020, the maximum monthly vision subsidy applied towards ACERA’s Retirees with 10 or more years of service is \$4.24 for both Base plan members and Buy-Up plan members. Enrollment for these members is mandatory, with approximately 78% of eligible retirees enrolled. Retirees with less than 10 years of service are eligible to enroll in ACERA’s vision plans, but do not receive a subsidy. Monthly premiums for Retirees Only coverage with less than 10 years of service for the Base and Buy-Up plans are \$6.12 and \$16.38, respectively.

The majority of ACERA Retirees reside within California (approximately 87%). The remaining 13% of ACERA Retirees reside throughout the United States and internationally. Outside of California, Arizona, Nevada, Texas, Oregon, and Washington are the states with the largest Retiree populations. Upon receipt of a signed Mutual Confidentiality Agreement provided in Appendix A, Segal will provide Proposers with ACERA’s census via secure email. The census will include enrollment by plans.

An annual Open Enrollment period is held November 1<sup>st</sup> – November 30<sup>th</sup> of each year. It allows new enrollments and the addition of eligible family members. All Proposers must quote on the basis that there will continue to be an annual Open Enrollment period. Additional qualifying events for enrolling outside of Open Enrollment include: retirement from Alameda County or another participating employer, or being added to the retirement payroll as an eligible Survivor. Eligible participants have 30 days from the date of these qualifying events from which to elect coverage.

ACERA requires renewals to be presented by June 1<sup>st</sup> for the plan year beginning the following February 1<sup>st</sup>. The final renewal benefit designs and rates are presented to ACERA by July 1<sup>st</sup> prior to the start of the plan year. Vendors are not allowed to modify the final renewal benefits and rates. Benefit changes are only allowed provided they are due to state or federal mandates; however, the final rates are not allowed to change.

Vendors are expected to provide complete transparency with information relevant to the ACERA program. ACERA is interested in obtaining monthly utilization data, selected plan performance metrics, member data, and other plan information specific to its population.

Vendors are encouraged to participate in the ACERA wellness program initiative. Each Proposer may contribute to the annual Open Enrollment and wellness campaign initiative for 2021.

In addition, vendors are asked to develop and coordinate an ACERA Member satisfaction survey specific to its program. The vendor should be responsible for all costs associated with developing this survey.

This RFP seeks proposals for the vision plan designs listed in Appendix D Plan Comparison Summary. Plan designs should match, as closely as possible to the current benefit provisions. ACERA prefers to receive an exact match to its current benefit plans.

Proposers are encouraged to bid on all vision plans for which they can provide benefits in order to provide ACERA with the best possible range of alternatives. While ACERA does not have a predisposition to any particular plan packaging scenario, the cost advantages and administrative efficiencies resulting from a packaged award will be considered.

Proposers are invited to submit bids for the Base and Buy-Up plans on the following basis:

- Fully insured basis
- Self-funded basis

All Proposers may choose to bid on any one or all of the above plan scenarios. Required plan elements include claim payment, member services, provider networks, and utilization (precertification and concurrent). An optional element is interactive health management (e.g., web-based or telephonic care management tools and programs).

## ***C. RIGHT OF ACERA TO AWARD, WITHDRAW, OR REJECT PROPOSALS***

### **RIGHT TO AWARD PROPOSAL(S)**

ACERA reserves the right to award business in whatever configuration best meets its needs, at its sole discretion. These configurations include, for example, awarding coverage for all plans to a single vendor or awarding each plan to separate vendors. If the Proposer submits alternatives and/or substitutions to the terms and conditions, ACERA reserves the right to determine if the alternatives/substitutions are acceptable.

### **RIGHT TO WITHDRAW PROPOSAL(S)**

ACERA reserves the right to withdraw this RFP at any time without prior notice and the right to reject any and all responses to this RFP. The rejection of any or all proposals shall not render ACERA liable for costs or damages. ACERA makes no representation that any contract will be awarded to any Proposer responding to this RFP.

### **RIGHT TO REJECT PROPOSAL(S)**

ACERA reserves the right to reject any and all proposals or to waive, at its discretion, any irregularity, which ACERA deems reasonably correctable or otherwise not warranting rejection of a proposal.

By submitting a proposal, your firm represents that it is familiar with California Government Code §1090 and the §87100 et seq. and that it does not know of any facts that constitute a violation of said sections in connection with the proposal. Your firm also represents that its proposal has completely disclosed to ACERA all facts bearing upon any possible interests, direct or indirect, which you believe any member of the ACERA Board of Retirement, any member of ACERA, other officer, agent or employee of ACERA and/or officer, agent or employee of the participating employer has, or will have, in this Agreement, or in performance thereof, or in any portion of the profits there under. Willful failure to make such disclosure, if any, shall constitute ground for rejection of the proposal or termination of any subsequent Professional Services Agreement by ACERA for cause. You agree that if you enter into a contract with ACERA, it will comply with all applicable conflict of interest codes and policies adopted by ACERA and its reporting requirements, including but not limited to, filing Form 700 Statement of Economic Interest or Certifications of Financial Solicitation.

#### **D. *MINIMUM QUALIFICATIONS***

Firms must clearly demonstrate achievement of the minimum qualifications for their proposals to be considered.

- The firm must have at least five (5) years of experience providing fully insured and/or self-funded vision plan benefits to assist public agency clients. A public agency client, for these purposes, must be a United States federal, state, municipal, or other local government client; and
- The firm has provided similar fully insured and/or self-funded vision plan benefits as detailed in this RFP, resulting in positive impacts for at least three (3) other public agencies including retiree coverage.

## **II. SCOPE OF SERVICES**

**Proposers are asked to specify their ability to provide the following services listed below.** If a Proposer cannot provide any of the following services, the Proposer must indicate the service(s) they are unable to provide within their response to this RFP.

#### **A. *VISION PLAN UNDERWRITING AND GENERAL RESPONSIBILITIES***

1. Proposer must be experienced with and licensed to provide vision plan benefits in the State of California.
2. Proposer must be able to provide access to vision plan benefits coverage for ACERA members who reside in the State of California or out-of-state (outside California).
3. Proposer agrees to accept ACERA's definitions of eligible Retiree, Survivor, and Dependents.
4. Proposer agrees to work collaboratively with ACERA Staff, ACERA Board of Retirement, and ACERA Health & Welfare Consultant.
5. Proposer agrees to work collaboratively with other ACERA vendors on other plan benefit-related projects such as open enrollment, wellness programs, data requirements and member satisfaction survey.



6. Proposer agrees to provide and present renewal underwriting methodology to ACERA and its Health & Welfare Consultant, as needed. In addition, Proposer agrees to attend ACERA Board meetings as required to present renewals and proposals.
7. Proposer agrees to provide other services as requested by ACERA, for which the vendor has the technical capability and capacity to render, to parties that include but are not limited to ACERA Staff, ACERA Board of Retirement, and ACERA Health & Welfare Consultant.
8. Proposer agrees to notify ACERA in writing and obtain approval of any changes to their services including, but not limited to, outsourcing of services outside the United States and its territories.

## ***B. PROGRAM EVALUATION, REPORTS, AND DATA SERVICES***

1. Meet with ACERA Staff at least semi-annually to review and evaluate vision plan administration.
2. Attend various retiree meetings relating to vision plan benefits upon ACERA's request.
3. Provide statistical plan reports including utilization data, enrollee distribution reports, status reports and analysis (monthly, periodically, and annually), and other reports as needed and requested by ACERA and/or ACERA's Health & Welfare Consultant.
4. Recommend alternatives to current vision plan designs and cost options when requested by ACERA Staff and/or ACERA's Health & Welfare Consultant.
5. Accept eligibility reporting on a monthly or more frequent basis within a twenty-four (24) hour upload turnaround time to assure timely eligibility capture.
6. Maintain full and accurate records with respect to all matters and services provided to ACERA for a minimum of seven (7) years from January 31<sup>st</sup> of the affected plan year.
7. Maintain compliance with all applicable Health Insurance Portability and Accountability Act (HIPAA) Privacy and Security Rules as a covered entity. Individuals, organizations, and agencies that meet the definition of a covered entity under HIPAA must comply with the Rules' requirements to protect the privacy and security of health information and must provide individuals with certain rights with respect to their health information.
8. Inform ACERA's staff and its Health & Welfare Consultant of any pending legislation affecting the administration of the vision plans. If relevant legislation is enacted, the vision vendor(s) is expected to provide ACERA Staff and its Health & Welfare Consultant with a cost analysis and an implementation plan to ensure the impacted vision plan(s) and ACERA comply with the new requirements.

## ***C. CUSTOMER SUPPORT SERVICES***

1. Provide Performance Guarantee(s) with financial incentives to assure a high level of service to ACERA and its Retirees, Survivors, and Dependents.
2. Provide a dedicated Account Manager, Claims Issue, and Eligibility Contact and agree to change those contacts upon request by ACERA.
3. Provide day-to-day consultation on matters pertaining to claim status, discrepancies, disputes, and plan interpretation.
4. Perform research and provide responses to technical questions from ACERA Staff and its Health & Welfare Consultant.
5. Provide training for ACERA Staff regarding the plan and/or internal plan systems.
6. Provide administrative services for the plan, claims processing, research and resolution of any issues, complaints, or problems.
7. Investigate and resolve administrative, claims problems and customer service issues.
8. Provide ACERA with a disaster recovery plan within 90 days of executing the Contract.

#### ***D. OPEN ENROLLMENT AND COMMUNICATION SERVICES***

1. Participate in various events related to open enrollment, wellness and other activities/meetings centered upon educating ACERA vision plan participants and ACERA Staff regarding this benefit.
2. Assist ACERA and its Health & Welfare Consultant in preparing (open and special) enrollment and plan documents for use in retiree communication guides or letters.
3. Assist ACERA and its Health & Welfare Consultant in drafting communication materials and plan comparison information for Retirees, Survivors, and Dependents.
4. Assist ACERA Staff in planning and participating in a minimum of three annual wellness education sessions for Retirees. Planning includes at least one annual meeting with ACERA Staff regarding current open enrollment meeting information needs.
5. Attend and present vision information (such as vision plan changes for the following calendar year, how to utilize the plan most effectively, etc.) at all annual Open Enrollment seminars for Retirees, Survivors, and Dependents.
6. Assist ACERA with the development of vision plan benefits documents, such as the ACERA Retiree Enrollment Guide.
7. Provide electronically formatted participant communications to be used by ACERA (i.e., newsletters, flyers, and videos).
8. Support on-line enrollment and eligibility change management

#### ***E. WELLNESS***

Provide a comprehensive vision wellness program that includes activities and on-demand resources (i.e., events, publications, videos, etc.) for ACERA Retirees, Survivors and Dependents to proactively manage their vision health and minimize impact to chronic health conditions.

#### ***F. DATA REQUIREMENTS***

1. Review vision plan data and work with ACERA Staff and its Health & Welfare Consultant to develop and provide drill-down reports to better understand utilization.
2. Assist ACERA's Health & Welfare Consultant in the preparation of semi-annual utilization data in summary report format.
3. Identify cost drivers within each plan and collaborate with ACERA and its Health & Welfare Consultant to develop strategies to mitigate the impact of these cost drivers, which may involve value-based benefit plan design changes, consideration of new programs or plan offerings, funding arrangements or changes to the existing health benefits program, communications efforts and alternative funding methodologies.
4. Monitor and report on the progress of strategies and its effect on cost drivers.

#### ***G. MEMBER SATISFACTION SURVEY***

Provide and coordinate a Member Survey for the ACERA Retirees, Survivors and Dependents to measure and monitor the overall satisfaction of its plans. The survey should conform to the National Committee for Quality Assurance (NCQA) requirements and be accredited under NCQA standards. The overall costs involved with the survey should be provided by the vendor.

### **III. GENERAL DUTIES**

The Proposer is expected to perform/handle the following general duties:

1. Treat all ACERA information as confidential. This applies to all data created, gathered, generated, or acquired within the scope of the contract.
  - o Sensitive information inclusive of, but not limited to, ACERA Members and Beneficiaries must be kept confidential in accordance with HIPAA standards. Selected Proposers shall notify ACERA immediately if there are any breaches to the confidentiality of ACERA’s confidential information. The breach of this agreement is subject to cancellation of the contract and the selected Proposer being held liable for damages.
  - o Maintain confidential any information resulting from this engagement except with written consent from the Chief Executive Officer of ACERA or designee, prior to the release of any such information. This includes, but will not be limited to, press releases, research, reports and any publicity given to the selected Proposer for work provided under the resulting contract. ACERA shall be credited as the sponsoring agency.
  - o Refer all requests, reports, and all other communication that use ACERA’s database through the Chief Executive Officer or appointed designee.
2. Notify ACERA immediately of any anticipated changes in personnel assigned under the terms of this engagement. The firm shall submit resumes of any proposed replacement personnel, and obtain written approval from ACERA for any change in the personnel assigned to the work.
3. Notify ACERA Staff in writing in the event that any conflict of interest or possible conflict of interest is discovered regarding the provision of these services.
4. Document discussion ideas, issues, and extended services. Share responsibility with ACERA for documenting in writing all ideas and issues arising in discussions and meetings.

#### **IV. INSTRUCTIONS TO PROPOSERS**

ACERA and its designated representatives will evaluate all proposals submitted according to this RFP. The proposal submitted will be considered to be your organization’s only submission.

##### **A. PROPOSAL TIMELINE**

ACERA will make every effort to adhere to the following anticipated schedule:

<b>Event</b>	<b>Date</b>
Issue of RFP	February 3, 2020
Deadline to Submit Mutual Confidentiality Agreement	February 10, 2020, 4:00 p.m. Pacific Time
Deadline to Submit Intent to Bid Form	February 14, 2020, 4:00 p.m. Pacific Time
Deadline to Submit Written Questions	February 21, 2020, 4:00 p.m. Pacific Time
Response to Written Questions/RFP Addendum	February 28, 2020 (tentative)
<b>Submission of Proposals</b>	<b>March 6, 2020, 4:00 p.m. Pacific Time</b>
Proposal Evaluation	March 2020
Selection of Short List (if applicable)	Early April 2020
Conduct Interviews (if applicable)	April 2020
Selection of Finalist(s)	April 2020
Board Approval	June 18, 2020
Issue Notice of Intent to Award	June 2020
Draft Contracts and Implementation Timetables	July - August 2020
Implementation	September 2020 – January 2021

All questions regarding this RFP should be directed to Segal. Any questions or contacts with ACERA Board Members or Staff regarding this RFP is strictly prohibited.

## ***B. PROPOSAL PROCESS***

### **1. ISSUE OF RFP**

This RFP is being issued by ACERA. Copies of this RFP including supporting documents will be provided via email by Segal and posted on ACERA's website.

### **2. DEADLINE TO SUBMIT MUTUAL CONFIDENTIALITY AGREEMENT**

All Proposers must submit a signed Mutual Confidentiality Agreement provided in Appendix A no later than 4:00 p.m. Pacific Time on February 10, 2020 to Michael Szeto at [mszeto@segalco.com](mailto:mszeto@segalco.com). A completed signed Mutual Confidentiality Agreement is required for the Proposer to receive the census, and the network disruption and discount evaluation tables to be completed with the proposal.

### **3. DEADLINE TO SUBMIT INTENT TO BID FORM**

All Proposers are requested to submit a completed Intent to Bid Form provided in Appendix B no later than 4:00 p.m. Pacific Time on February 14, 2020 to Michael Szeto at [mszeto@segalco.com](mailto:mszeto@segalco.com).

### **4. DEADLINE TO SUBMIT WRITTEN QUESTIONS**

Potential Proposers may submit written questions to this RFP until the deadline at 4:00 p.m. Pacific Time on February 21, 2020. Written questions need to be sent via email to Michael Szeto at [mszeto@segalco.com](mailto:mszeto@segalco.com).

The Point of Contact will not respond to questions submitted in any other manner or format.

### **5. RESPONSE TO WRITTEN QUESTIONS/RFP ADDENDUM**

All responses to written questions regarding the substance of the RFP will be listed as an addendum to the RFP and will be emailed to Proposers and posted to ACERA's website.

Any material changes to the RFP will be issued as an addendum, and emailed to Proposers. ACERA and its Health & Welfare Consultant reserve the right to post additional addenda until the RFP closing date and time.

### **6. SUBMISSION OF PROPOSALS**

Proposers must submit proposals to ACERA and its Health & Welfare Consultant in the requested format below:

#### **ACERA Submission Requirements:**

One (1) original hard copy and four (4) hard copies of the proposal must be addressed to and received at the location specified below on or before the closing date and time. All received proposals will be time stamped.

Hard copy proposals must be sealed and labeled *Request for Proposal for Vision Programs* on the

outside of the package to clearly indicate the package was submitted in response to ACERA's Vision RFP.

Please send your proposal to:

**Alameda County Employees' Retirement Association  
Attn: Benefits Department  
475 14th Street, Suite 1000  
Oakland, California 94612-1916**

**ACERA's Health & Welfare Consultant Submission Requirements:**

Two (2) hard copies and one (1) electronic copy provided via email must be submitted to the RFP Point of Contact on or before the closing date and time. All received proposals will be time stamped.

Hard copy proposals must be sealed and labeled *Request for Proposal for Vision Programs* on the outside of the package to clearly indicate the package was submitted in response to ACERA's Vision RFP.

Please send your proposal to:

**Segal  
Attn: Michael Szeto  
330 N. Brand Blvd  
Suite 1100  
Glendale, CA 91203  
(818) 956-6716  
mszeto@segalco.com**

**7. PROPOSAL EVALUATION**

An Evaluation Committee will review and evaluate the proposals. Proposers that demonstrate their capacity, ability and capability to meet ACERA's requirements and cost will be determined to be within the competitive range and selected on the short list of Proposers to progress to the next round of evaluation. At ACERA's option, Proposers on the short list will be invited to participate in additional interviews, demonstrations and/or presentations as required. One or more Proposers may be selected as finalist(s) to enter into negotiations with ACERA with an intent to award a contract.

**8. NOTICE OF INTENT TO AWARD**

Pursuant to the completion of the final negotiations, the RFP Point of Contact will issue a notice of intent to award a contract and notify all Proposers.

**9. SUBMISSION OF CONTRACT FOR EXECUTION**

Based on the total value of the agreement, an evaluation panel will recommend for contract(s) award to ACERA's Board of Retirement to execute the agreement.

**10. COMMENCEMENT OF AGREEMENT**

Commencement of agreement is upon execution by both parties.

## V. PROPOSAL PREPARATION AND SUBMISSION

### A. *BIDDING INSTRUCTIONS*

1. **Award or Rejection:** Any award will be made to the Proposer whose proposal is deemed to be in the best interest of ACERA. ACERA reserves the right to reject any or all proposals. Proposals will not be returned.
2. **No commissions:** No commissions will be paid and none are to be included in any bid and no designation of “Broker of Record” will be issued to any Proposer in order for the Proposer to procure a quotation from an insurance company. No override payments, volume bonuses or other indirect payments to agents or producers are allowed under ACERA’s rules.
3. **Confidentiality Agreement and Intent to Bid:** All Proposers must submit a completed signed Mutual Confidentiality Agreement no later than February 10, 2020 and are requested to submit a completed signed Intent to Bid Form no later than February 14, 2020 to Michael Szeto at [mszeto@segalco.com](mailto:mszeto@segalco.com). A signed Mutual Confidentiality Agreement is required for the Proposer to receive the census, and the network disruption and discount evaluation tables to be completed with the proposal.
4. **Costs for Proposal Preparation:** Any costs incurred by Proposers in preparing or submitting proposals are the Proposers’ sole responsibility.
5. **Oral Explanations:** ACERA will not be bound by oral explanations or instructions given during the competitive process or after the award of the contract.
6. **Acceptance of Proposal:** The Proposer agrees to be bound by its proposal for a period of at least 180 days, during which time ACERA and/or Segal may request clarification or correction of the proposal for the purpose of evaluation. Amendments or clarifications shall not affect the remainder of the proposal, but only the portion so amended or clarified. Late proposals may not be accepted.
7. **Eligibility Rules:** The Proposer agrees to the eligibility rules established by ACERA. Any proposed modifications to the specified eligibility rules are unacceptable.
8. **Exceptions:** Any exceptions to terms, conditions, or other requirements in any part of these specifications must be clearly pointed out in the appropriate section of the proposal. Otherwise, it will be considered that all items offered are in strict compliance with the specifications. Amendments or clarifications shall not affect the remainder of the proposal, but only the portion so amended or clarified. In instances where there is a material difference between your Company’s proposal and an eventual contract, your response proposal will be binding.
9. **Assumptions or Underwriting Provisions:** It is required that all proposals exclude any language referring to the right of the Proposer to change rates due to changes in expected versus actual enrollment for any period of the 1-year term of the contract and any extensions thereon. Failure to comply with this requirement will be strictly accounted for in the proposal evaluation.
10. **Proposer’s Representative:** The proposal must be signed by a legal representative of the bidding firm who is authorized to bind the firm. All rates, fees and terms presented will be considered legally binding.
11. **General Compliance:** All Proposer services must adhere to relevant federal and state laws and regulations.

12. **HIPAA Compliance:** All Proposer systems and services must be in compliance with the HIPAA EDI, Privacy and Security regulations on the appropriate dates established by the Department of Health & Human Services.
13. **Submission of a signed proposal shall be construed as your company's strict adherence to this proposal, unless otherwise noted in writing. Failure to meet any of these conditions may result in disqualification of proposals. This RFP and your response, including all subsequent documents provided during this RFP process will become part of the contract between the parties.**

## **B. PROPOSAL SUBMISSION**

The proposal shall include information/responses to the following:

1. Brief cover letter with the signature(s) of the company officer(s) empowered to bind the firm, with the title of each. Proposer's complete name, business address, email, mailing address, and telephone number of the person Segal should contact regarding the proposal.
2. A description of the Proposer's organization, including names of principals, number of employees, longevity, client base, areas of specialization and expertise and any other pertinent information in such a manner that proposal evaluators may reasonably formulate an opinion about the stability and financial strength of the organization.
3. A complete disclosure of any prior or ongoing incidents as to which it is alleged that the Proposer has defaulted or failed to perform, which has led the other party to terminate the contract. Identify the parties involved and the circumstances of the default or termination.
4. Names, qualifications, and experience of the proposed project team. Attach resumes of key project staff.
5. Three current and three former client references whom the Proposer has performed similar services of similar scope within the past five years. Include the name and address of the organization, the name, email and telephone number of a contact person, and a description of the services performed by the Proposer.
6. A narrative statement that illustrates Proposer's understanding of the program requirements.
7. A narrative statement that sets out the methodology Proposer intends to employ and how this methodology will serve to perform the described services.
8. Provide a detailed response for each task identified in Section II Scope of Services in sequential order.
9. A timeline for a completion of the project

## **C. REQUESTED FUNDING ARRANGEMENTS AND PLAN DESIGN**

Proposed benefit plans are to duplicate the existing plans provided by VSP for the Base and Buy-Up vision plans as outlined in APPENDIX D.

For both vision plans, bids are requested on both self-insured and fully insured basis in APPENDIX C.

## **VI. EVALUATION**

While ACERA has retained the services of Segal to facilitate the RFP process, ACERA at all times retains ultimate responsibility for the evaluation and award of contract(s) at its sole discretion. Selected

and non-selected Proposers will be notified in writing at the conclusion of the process. Selection is contingent on satisfactory completion of appropriate agreements which will be negotiated.

The evaluation criteria listed below will be used in the evaluation of written proposals. The expectation is that those proposals in the competitive range may be considered for contract award. The proposal should provide clear, concise information in sufficient detail to allow an evaluation based on the criteria below. A Proposer must be acceptable in all criteria for a contract to be awarded to the Proposer that offers the best value to ACERA.

## A. **EVALUATION PROCESS**

The selected Proposer must successfully pass all the following levels of review:

- **Level I. Review of Qualifications, Experience, and References:**  
Proposer must demonstrate it meets the minimum qualifications (see Section I.); must demonstrate a positive record as a responsible vendor; and must have the resources and experience to perform the required services
- **Level II. Administrative Responsiveness:**  
Firm’s proposal must demonstrate its responsiveness to the administrative requirements outlined in the RFP. Firm’s ability to adhere to ACERA’s standard contract provisions will also be considered
- **Level III. Proposed Services and Compensation (“proposal”):**  
For the purposes of Level III evaluation, the responsive proposals will be evaluated, ranked, and scored based on the criteria below. Interviews may also be conducted and used as an additional means of evaluation for scoring in all categories

Description	Maximum Points
<p><b>Financial Cost and Value – Reasonableness of costs to services and best overall value to ACERA based on the following:</b></p> <ul style="list-style-type: none"> <li>● Ability to deliver the RFP scope of services</li> <li>● Premium rates/fees</li> <li>● Rates/fee adequacy</li> <li>● Retention charges</li> <li>● Performance guarantees</li> <li>● Multiple Year Rate Caps</li> <li>● Funding arrangement options</li> <li>● Resource commitments to innovative ideas, programs, tools, and/or coverage that would improve quality and cost for the health care program</li> <li>● Firm’s financial position will be used as an indicator of the ability to provide the requested services over the full term of the contract</li> </ul>	30
<p><b>Provider Disruption and Retiree Access – Ability to duplicate the current network and maximize retiree access.</b></p>	25
<p><b>Quality and Member Service – Demonstrated ability to deliver high-quality services and Wellness Programs to public agencies of similar size and/or scope based on past performance and the following:</b></p> <p>The Service rating will be based upon the ability to deliver high-quality customer service to Retirees and their dependents, including availability of live customer service</p>	25



representatives and Web-based tools that help in determining benefit levels, decision support, Member education, and provider selection.	
<p><b>Client Services - Administration Support and Account Management and Service Team – Ability to provide excellent administration support, and proactive and highly responsive Account Management services.</b></p> <p>The level of applicable administrative support services will be considered (claims processing, client services, billing and eligibility, contracts, enrollment, and firm’s business operation, etc.).</p> <p>The Account Management and Service Team evaluation will be based on the quality and quantity of staff assigned to the ACERA account necessary to deliver the services outlined in the scope of services.</p> <p>Ability to provide detailed utilization data.</p> <p>Ability to provide electronic files as part of the Patient Protection and Affordable Care Act (PPACA).</p>	20
<b>Total</b>	<b>100</b>

- **Level IV. Final Approval by the Board of Retirement:**

The Proposer that demonstrates to be the most qualified to provide the required services at the best overall value to ACERA, as determined by the evaluation panel, will be recommended for contract award to the ACERA Board of Retirement (Board). The Board at its sole discretion makes the final award determination.

## **B. FINALIST INTERVIEWS**

ACERA expects to request the participation of selected bidding organizations in oral interviews. This will be your opportunity to present your proposal in person, to engage in an interactive dialogue and to answer questions. The interview will be located at ACERA’s offices in Oakland, CA, and the interview time will be approximately one hour.

## **C. SITE VISITS**

At its discretion, ACERA may conduct site visits with selected Proposers to address any and potentially all aspects of operations affecting administration of its plan. This could include claim operations, customer service, utilization management/review, and provider network management.

## **D. CONTRACTING PROCESS**

All proposals deemed timely and responsive will be reviewed, evaluated, and a short list of the most qualified Proposer(s) will be developed. An evaluation panel consisting of a committee of ACERA Staff members and ACERA’s Health & Welfare Consultant will interview the qualified Proposer(s) on the short list. After the completion of the interview process, ACERA and ACERA’s Health & Welfare Consultant will rank the short listed Proposers and negotiate a contract with the highest ranked, qualified Proposer.

If a contract for any reason cannot be successfully negotiated with the first-ranked firm, ACERA may choose to negotiate with the next most qualified firm. The final terms and conditions will be

determined during contract negotiations following the selection process. Upon satisfactory negotiation, ACERA Management will return to the Board of Retirement with a recommendation to award the contract. No contract shall be final until approved by the Board of Retirement.

## **VII. RESPONSE FORMAT AND ORGANIZATION**

### ***A. NUMBER OF RESPONSES***

Proposers must submit only one written proposal, but may include more than one option or alternative offer of service in the proposal. A Proposer may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be complete replacements for a previously submitted proposal and must be clearly identified as such in the transmittal letter. ACERA personnel will not merge, collate, or assemble proposal materials.

Proposers will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The Proposer must submit a written withdrawal request signed by the Proposer's duly authorized representative addressed to the RFP Point of Contact.

### ***B. ORIGINAL AND COPIES***

Proposers must provide hardcopy and electronic copies of proposals to the following entities on or before the closing date for submission of proposals:

- **ACERA:** Provide one (1) original hard copy and four (4) hard copy proposals
- **Segal:** Provider two (2) identical hardcopy proposals, and one (1) electronic proposal via secure email.

The original hardcopy proposal must be stamped "ORIGINAL" and contain original signatures on the necessary forms. Identical hardcopy proposals must include signatures on the necessary forms.

Electronic copy of the proposal is for the purpose of developing the contract for award. Proposers shall provide electronic copies of their proposal via secure email to the RFP Point of Contact, with applicable appendices readable by Microsoft Office (Word and Excel) software, or in other formats as specified in the RFP.

### ***C. PROPOSAL FORMAT***

All proposals shall be typewritten on standard 8 ½ x 11 paper (larger paper is permissible for charts, spreadsheets, etc.). Within each section of the proposal, Proposer should address the requirements in the order in which they appear in Section VII of this RFP.

# APPENDIX A

## MUTUAL CONFIDENTIALITY AGREEMENT

This confidentiality agreement is between The Segal Group, Inc., the parent of Segal Consulting, on behalf of Segal Consulting operating subsidiaries, (hereafter “Segal”) and \_\_\_\_\_, on behalf of itself and all of its subsidiaries and affiliates, (hereafter “Bidder”) and is executed in connection with various bids/responses that Bidder intends to submit to Segal in response to RFPs/RFIs issued by Segal on behalf of its clients (each hereafter a “Client.”).

In order to prepare bids/responses, Bidder needs to receive certain Client health plan information and data, including individually identifiable health information pertaining to Client health plan participants and beneficiaries, as well as other Segal Proprietary Information consisting of the RFP questionnaire/RFI specifications and any associated financial spreadsheets (collectively “Segal’s Proprietary Information”). Segal and Bidder agree that the term “individually identifiable health information” refers to any health information that is not “de-identified,” as defined in 45 C.F.R. Section 164.514(b)(2). In addition, in order to evaluate bids/responses submitted by Bidder, Segal and Client may need to receive certain proprietary information from Bidder consisting of information designated by Bidder in writing as confidential and proprietary information of Bidder (“Bidder’s Proprietary Information”). Segal’s Proprietary Information and Bidder’s Proprietary Information are collectively referred to as “Proprietary Information.”

Segal and Bidder agree to provide the necessary Proprietary Information in connection with such RFPs/RFIs and the parties agree as follows:

1. Bidder will use Segal’s Proprietary Information only for the purpose of preparing Bidder’s bid/response to a Segal RFP/RFI and subject to paragraph 5 of this Agreement. Segal will use Bidder’s Proprietary Information only for the purpose of evaluating a bid/response submitted by Bidder and subject to paragraph 5 of this Agreement.
2. Bidder and Segal agree that only those individuals employed by Bidder or Segal (respectively) who have a need to know Proprietary Information to prepare a bid/response or evaluate a bid/response and have been made aware of the terms of this Agreement and have agreed to abide by its terms will have access to Proprietary Information of the other party (“Bidder’s Representatives” and “Segal’s Representatives”).
3. Neither Bidder nor any of its Representatives will disclose Segal’s Proprietary Information to any person or entity outside of Bidder, unless such a disclosure is: (a) necessary to prepare a bid/response, Bidder obtains Segal’s prior written consent to the disclosure, which consent shall not be unreasonably withheld, and the recipient first executes a confidentiality agreement with provisions substantially equivalent to this one; or (b) required by law. Neither Segal nor any of its Representatives will disclose Bidder’s Proprietary Information to any person or entity outside of Segal (other than Client), unless such a disclosure is: (a) necessary to evaluate a bid/response, Segal obtains Bidder’s prior written consent to the disclosure, which consent shall not be unreasonably withheld, and the recipient first executes a confidentiality agreement with provisions substantially equivalent to this one; or (b) required by law.
4. Bidder and Segal agree to use commercially reasonable efforts to maintain the security of the Proprietary Information of the other party.
5. Each party will return the other party’s Proprietary Information to the other party or destroy it upon completion of the RFP/RFI process if such return or destruction is feasible, except that Segal may retain an archival copy of Bidder’s Proprietary Information for its file. Segal may use the archival copy of Bidder’s Proprietary Information generated electronically through a prior RFP/RFI process to assist Bidder in submitting responses to other Segal electronically generated RFPs/RFIs. If Bidder determines

that return or destruction of some or all of Segal's Proprietary Information is not feasible, Bidder agrees to: (a) inform Segal of the specific reason(s) that make return or destruction not feasible; (b) extend the protections of this Agreement to any retained information for as long as Bidder retains it; and (c) limit further uses or disclosures to those that make the return or destruction infeasible.

6. Each party will report to the other party any use and/or disclosure of the other party's Proprietary Information that is not permitted by this Agreement.
7. Each party shall regard and preserve as confidential all of the other party's Proprietary Information that has been or may be obtained by such party during the course of any RFP/RFI, whether Bidder or Segal has such information in memory, or in writing or in other physical form. Neither party shall, without written authority from the other party, use for such party's benefit or purposes, either during the RFP/RFI process or thereafter, any Proprietary Information of the other party except as permitted herein.
8. With respect to each RFP/RFI and the Proprietary Information exchanged in connection therewith, the obligations assumed by the parties in this Agreement shall continue beyond completion of the RFP/RFI process.
9. Segal may conduct RFP/RFI searches electronically through the use of a third party hosted Web-site. To the extent that Bidder elects to take part in an electronic bid process for a given RFP/RFI, it hereby consents to the use of such third party hosted Web site for such RFP/RFI. The host Web-site that is currently being used is owned by Proposal Technologies Network, Inc. ("Proposal Tech"). Proposal Tech and Segal have entered into a confidentiality agreement that protects the confidentiality of Segal's and Bidder's Proprietary Information, as well as Client's confidential information. If another host Web-site is selected, Segal will enter into a similar confidentiality agreement with the owner of any such host Web-site prior to conducting RFPs/RFIs on the host's Web-site.
10. Bidder and Segal shall and do hereby indemnify, defend and hold harmless the other and its officers, directors, employees and shareholders from and against any and all claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties, and reasonable attorney fees and costs, that the other may incur or suffer and that result from, or are related to, any breach or failure of Bidder or Bidder's Representatives to perform any of the representations, warranties and agreements contained in this Agreement that pertain to individually identifiable health information.
11. Each party recognizes that any breach of the covenants contained in this Agreement would irreparably injure the other party. Accordingly, the non-breaching party may, in addition to pursuing its other remedies, seek an injunction from any court having jurisdiction of the matter restraining any further violation and no bond or other security shall be required in connection with such injunction.
12. If any of the provisions herein become invalid or are declared invalid, such determination of invalidity as to the clause(s) shall not affect the other provisions of this Agreement. If any provision of this Agreement should be held invalid or unenforceable, the remaining provisions shall be unaffected by such a holding. If any provision is found inapplicable to any person or circumstance, it shall nevertheless remain applicable to all other persons and circumstances.
13. This Agreement shall be binding upon Segal and Bidder and their respective successors, assigns, heirs, executors and administrators.
14. This Agreement contains the entire understanding of the parties hereto and supersedes all previous communications, representations, or agreements, oral or written, with respect to the subject matter hereof. No failure to exercise nor any delays in exercising any right or remedy hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right or remedy. Neither this Agreement

nor any of its provisions may be amended, supplemented, changed, waived or rescinded except by a written instrument signed by the party against whom enforcement thereof is sought. No waiver of any right or remedy hereunder on any one occasion shall extend to any subsequent or other matter.

15. This Agreement shall be governed by and construed in accordance with the laws of the State of New York applicable to contracts made on and performed within the State of New York. Any action to enforce this Agreement shall be brought in State of New York, County of New York.

Intending to be legally bound, the parties have executed this Agreement.

The Segal Group, Inc.

Bidder

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

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

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

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

# APPENDIX B

## INTENT TO BID FORM

**Return by 4:00 p.m. Pacific Time on February 14, 2020 to:**

VIA EMAIL – Michael Szeto at [mszeto@segalco.com](mailto:mszeto@segalco.com)

Re: ACERA  
Request for Proposal (RFP) for Vision Benefits

This is to confirm that we have received the RFP. We wish to advise you that we:

- Intend to submit a proposal for Fully Insured Base and Buy-Up Benefits
- Intend to submit a proposal for Self-Funded Base and Buy-Up Benefits
- Do not intend to submit a proposal in response to your request.

We are not submitting a proposal because \_\_\_\_\_

---

*A signed confidentiality agreement is required before census data will be released. If you request changes to this agreement, it will require Segal's review and concurrence which, will delay the release of the census information. If your company already has a signed confidentiality agreement with Segal, please provide a copy of the agreement along with this Intent to Bid Form.*

- Signed confidentiality agreement is attached.

The individual representing our company during the proposal process will be:

\_\_\_\_\_  
Representative Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company

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

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

## APPENDIX C

### ***PREMIUM QUOTATION FORM INSTRUCTIONS***

1. *Rates*: Your proposal must include the following rate sheets, completed and signed on behalf of your company.
2. The effective date for vision benefits is February 1, 2021.
3. Fees/premiums quoted must be valid for 180 days after receipt of quote.
4. List services/supplies not covered under the fees/premiums quoted (e.g., custom reports, etc.).
5. All quotes must exclude commissions.
6. For the Base and Buy-Up plans, quote on Options 1 and 2:
  - a. Option 1 – Fully insured, non-participating (current)
  - b. Option 2 – Self-funded
7. Rates must be guaranteed, at a minimum, for 36 months from February 1, 2021, through January 31, 2024.

**PREMIUM QUOTATION FORM – BASE PLAN**

**This form must be completed and returned with your proposal.**

Base Plan	Years 1 - 3 2/1/2021 – 1/31/2024	Year 4 (Optional) 2/1/2024 – 1/31/2025	Year 5 (Optional) 2/1/2025 – 1/31/2026
<b>Option 1 – Fully Insured, Non Participating (Current Funding Arrangement)</b>			
<i>0-9 Years of Service (Not subsidized by ACERA) Voluntary Enrollment</i>			
Subscriber Only	\$ _____	\$ _____	\$ _____
Subscriber + 1	\$ _____	\$ _____	\$ _____
Subscriber + 2 or more dependents	\$ _____	\$ _____	\$ _____
Composite rate (per subscriber with or without dependents)	\$ _____	\$ _____	\$ _____
Rate Cap	N/A	_____ %	_____ %
<i>10+ Years of Service (Single rate is subsidized by ACERA) Mandatory Enrollment</i>			
Subscriber Only	\$ _____	\$ _____	\$ _____
Subscriber + 1	\$ _____	\$ _____	\$ _____
Subscriber + 2 or more dependents	\$ _____	\$ _____	\$ _____
Composite rate (per subscriber with or without dependents)	\$ _____	\$ _____	\$ _____
Rate Cap	N/A	_____ %	_____ %
<b>Option 2 – Self Insured (Alternate Funding Arrangement)</b>			
Monthly Administrative Services Only (ASO) Fee (per subscriber with or without dependents)	\$ _____	\$ _____	\$ _____
Expected Claim Cost (per subscriber with or without dependents)	\$ _____	\$ _____	\$ _____



**PREMIUM QUOTATION FORM – BUY-UP PLAN**

**This form must be completed and returned with your proposal.**

Buy-Up Plan	Years 1 - 3 2/1/2021 - 1/31/2024	Year 4 (Optional) 2/1/2024 - 1/31/2025	Year 5 (Optional) 2/1/2025 - 1/31/2026
<b>Option 1 – Fully Insured, Non Participating (Current Funding Arrangement)</b>			
<i>0-9 Years of Service (Not subsidized by ACERA) Voluntary Enrollment</i>			
Subscriber Only	\$ _____	\$ _____	\$ _____
Subscriber + 1	\$ _____	\$ _____	\$ _____
Subscriber + 2 or more dependents	\$ _____	\$ _____	\$ _____
Composite rate (per subscriber with or without dependents)	\$ _____	\$ _____	\$ _____
Rate Cap	N/A	_____ %	_____ %
<i>10+ Years of Service (Single rate is subsidized by ACERA) Mandatory Enrollment</i>			
Subscriber Only	\$ _____	\$ _____	\$ _____
Subscriber + 1	\$ _____	\$ _____	\$ _____
Subscriber + 2 or more dependents	\$ _____	\$ _____	\$ _____
Composite rate (per subscriber with or without dependents)	\$ _____	\$ _____	\$ _____
Rate Cap	N/A	_____ %	_____ %
<b>Option 2 – Self Insured (Alternate Funding Arrangement)</b>			
Monthly Administrative Services Only (ASO) Fee (per subscriber with or without dependents)	\$ _____	\$ _____	\$ _____
Expected Claim Cost (per subscriber with or without dependents)	\$ _____	\$ _____	\$ _____

**List all underwriting conditions, if any, that apply to your proposal:**

**I/We agree to provide benefits for ACERA, in accordance with the provisions and specifications listed in this RFP.**

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

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Name of Company**

\_\_\_\_\_  
**Date**

## **APPENDIX D**

### ***PLAN COMPARISON SUMMARY***

Please fill out the plan comparison summary in the attached spreadsheet labeled APPENDIX D.

- **D-1:** Base Plan
- **D-2:** Buy-Up Plan

## APPENDIX E

### ***PROPOSER INFORMATION SHEET AND REFERENCES***

Organization Name	
Date Founded	
Contact Person's Name	
Title	
Address	
City/State	
Phone Number	
E-mail Address	
Fax Number	
Website	

<b>CURRENT PUBLIC SECTOR CLIENT REFERENCES</b>				
Name	Contact Name	Phone Number and Client Location	Number of Employees	Contract Start Date
<b>RECENTLY TERMINATED PUBLIC SECTOR CLIENTS</b>				
Name	Contact Name	Phone Number	Termination Reason	Termination Date

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

## APPENDIX F

### **QUESTIONNAIRE FORM INSTRUCTIONS**

#### **Questionnaire Instructions to Proposers**

**\*\*\*DO NOT ALTER THE QUESTIONS OR QUESTION NUMBERING\*\*\***

- Provide an answer to each question even if the answer is “not applicable” or “unknown”. Please state why the Proposer’s response is “not applicable” or “unknown”. Incomplete questionnaires may be cause for disqualification.
- If your response to a question differs by the type of coverage you are proposing, provide a separate response for each coverage and clearly indicate to which coverage your response pertains.
- Answer the question as directly as possible.
  - If the questions asks “How many...” provide a number
  - If the question asks, “Do you...” indicate Yes or No **first**, followed by your additional narrative explanation.
- Responses should not exceed 200 words in length.
- Responses should not refer to an appendix/attachment for further information.
- Proposer will be held accountable for accuracy/validity of all answers.

**NOTE: Please make sure to include an electronic copy of your completed questionnaire in Word Format.**

## **QUESTIONNAIRE FORM**

**DO NOT ALTER THE QUESTIONS.**

### **A. GENERAL RFP REQUIREMENTS**

**For this section of the questionnaire, answer the question/requirement with a simple “Yes” or “No” answer. If you answer “No” to any of the questions/requirements in this section, please explain the response at the end of the section. The explanation will be reviewed, however, failure to agree to all of the terms requested in this section may cause ACERA to deem your proposal non-responsive.**

1. Do you agree that if this proposal results in your company being awarded a contract and if, in the preparation of that contract, there are inconsistencies between what was proposed and accepted versus the contract language that has been generated and executed, that any controversy arising over such discrepancy will be resolved in favor of the language contained in the proposal or correspondence relating to your proposal?	<input type="checkbox"/> Yes <input type="checkbox"/> No
2. Will you agree to be bound by the terms of your proposal until a final contract is executed?	<input type="checkbox"/> Yes <input type="checkbox"/> No
3. Do you agree to all the terms and conditions in Section II of this RFP?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4. ACERA reserves the right to offer awards of contract to multiple Proposers for any, or all, plans of benefits contained in this RFP. ACERA also reserves the right to waive its right to award a contract for any plan of benefits contained in this RFP. Confirm your agreement with this provision.	<input type="checkbox"/> Yes <input type="checkbox"/> No
5. You will be required to issue the Contract <b>within seven (7) calendar days</b> after being given a <i>Notice of Intent to Award</i> in time for contract execution by the Board in June 2021, unless waived by ACERA. Please confirm your acceptance of this requirement.	<input type="checkbox"/> Yes <input type="checkbox"/> No
6. Confirm that your proposed premium rates are guaranteed for at least <b>36</b> months.	<input type="checkbox"/> Yes <input type="checkbox"/> No
7. Confirm that your proposed rates exclude commissions.	<input type="checkbox"/> Yes <input type="checkbox"/> No
8. Other than the quoted premium rates in the financial section of this RFP, there should not be any other charges or fees of any kind that will or could apply to ACERA such as start-up costs, booklets or printing. The fees quoted shall include all services and supplies that could reasonably be expected to be provided to ACERA during the course of your administration of the plans. Confirm your agreement to this requirement.	<input type="checkbox"/> Yes <input type="checkbox"/> No
9. Please confirm that there will be no adjustments to the proposed fees and/or rates based on actual enrollment or subsequent shifts in enrollment.	<input type="checkbox"/> Yes <input type="checkbox"/> No
10. ACERA requires that the contract include a right of ACERA to cancel the contract at any time during a contract term for any reason, upon 30 days' advance notice. Please confirm your agreement to this requirement.	<input type="checkbox"/> Yes <input type="checkbox"/> No
11. Will you transfer claim information, and other administrative records to any vendor that would replace you in the event of termination of this contract at no charge?	<input type="checkbox"/> Yes <input type="checkbox"/> No
12. Do you agree to the provision that changes in premium rate may only occur on the anniversary date?	<input type="checkbox"/> Yes <input type="checkbox"/> No
13. Do you agree to provide renewal rates by June 1 <sup>st</sup> for the plan year beginning the following February 1 <sup>st</sup> and will include this in your contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No
14. You must guarantee that all insureds, who would have continued to be covered on the plan effective date if there had been no change in vendors, will be covered under your policy on the plan effective date (i.e., no loss no gain provision).	<input type="checkbox"/> Yes <input type="checkbox"/> No

Please confirm your agreement to this requirement.	
15. Will you agree to accept any specified eligibility rule established by ACERA?	<input type="checkbox"/> Yes <input type="checkbox"/> No
16. For each of the coverages being requested, you must agree to remove any and all pre-existing restrictions or any other provisions that might limit or eliminate benefits to current or future retirees. Please confirm your agreement.	<input type="checkbox"/> Yes <input type="checkbox"/> No
17. Will you agree to include in your contract a hold harmless provision that indemnifies ACERA against liability that arises as the result of negligent acts, errors, omissions, fraud and other criminal acts committed by your network providers, officers, employees, and agents of the organization?	<input type="checkbox"/> Yes <input type="checkbox"/> No
18. Is your network licensed in the state of California?	<input type="checkbox"/> Yes <input type="checkbox"/> No
19. Do you agree to maintain compliance with HIPAA privacy and security for the duration of the contract with ACERA?	<input type="checkbox"/> Yes <input type="checkbox"/> No
20. Confirm that your company is in compliance with all state and federal laws applicable to the programs you are proposing or the services you will provide.	<input type="checkbox"/> Yes <input type="checkbox"/> No
21. Confirm applicable ACA fees are included in proposed premiums on a fully insured basis and future premiums will be reduced in the event applicable ACA fees are suspended.	<input type="checkbox"/> Yes <input type="checkbox"/> No
22. Do you agree to provide monthly, quarterly, and annual reporting? - Enrollment: Monthly - Premium: Monthly - Claims: Monthly - Utilization: Quarterly, Semi-Annual and Annual	<input type="checkbox"/> Yes <input type="checkbox"/> No

Explain any “No” answers provided in the requirements above:



**B. GENERAL ISSUES**

	<b>PROPOSER RESPONSE</b>	
	<b><u>Rating</u></b>	<b><u>Date</u></b>
1. What are the most recent ratings for your company by the following:		
– Standard and Poor’s		
– A.M. Best		
– Moody’s		
Has there been any downgrade in your ratings in the last two (2) years?		
2. If you are not rated by one or more of these organizations, please state so.		
3. Describe any current or pending litigation involving your organization. Please confirm if any current or pending litigation(s) will not disrupt future business arrangements and operations.		
4. Indicate if you expect any operational, systems or organizational changes with your company over the next twenty-four (24) months. Attach a high level project plan.		
5. Indicate what procedure your company requires when a subscriber elects coverage for his/her dependents after the period during which he/she was originally eligible. In other words, how are “late entrants” treated?		
6. What percentage of claims are paid at 100% of the frame allowance (where there is no copayment or out-of-pocket costs to the member) in your book of business?		
7. Please clarify the progressive lenses coverage in detail for all types of progressive lenses. Provide the cost to member copayment and the suggested retail cost.		
8. What is your referral process to an eye specialist, ophthalmologist or retina specialist? Please provide average time or these referrals.		
9. a) Does the contract (ASO or fully insured) provide ACERA the right to audit the performance of the plan and services provided?		
b) Indicate what services, records and access will be made available to ACERA at no additional charge.		
c) Indicate frequency and notice requirements that are part of the right to audit provision.		
10. Indicate if you expect any operational, systems or organizational changes with your company over the next twenty-four (24) months. Attach a high level project plan.		

11. a). What are the required data elements for eligibility feeds from ACERA?	
b). What are your capabilities for loading and correcting data?	
c). Do you have the capability to enter corrections to eligibility records in real time?	
12. Please provide your desired eligibility file format/layout.	
13. How do you handle retroactive enrollment and cancellations? What are your time limitations relative to processing retroactive eligibility adjustments?	
14. What are your termination requirements?	

15. Complete the following table for the claims processing system and location that will be used for ACERA.

	Claim Turnaround Time (TAT) % processed in 15 calendar days	Claim TAT % processed in 30 calendar days	Financial Payment Accuracy (Dollars)	Claim Processing Accuracy (% of Claims)		
				Payment Accuracy	Processing Accuracy	Overall Accuracy
<b>Standard</b>						
2019 YTD						
2018						
2017						

### C. UNDERWRITING ISSUES

1. Please provide the detailed rate development to support the rates in the proposal including claims cost, trend, retention, reserves, ACA fees, and all other components including the calculation of tiered rates. Indicate the factors used to set rates for the proposal, which should include Annual Trend Factor, Reserve Factor, and Margin as a percent of expected claims.	
2. Explain the methodology and data to be used for the renewal process. How will projected incurred claims and expenses be estimated for these plans? Please include a sample rate renewal development worksheet.	
3. Explain your methodology for establishing Incurred But Not Reported (IBNR) reserve.	

4. Explain any other required reserves other than for IBNR. Indicate amounts, reason for reserve, is interest credited and whether reserves are refunded to the client upon policy termination.	
5. What are your administrative requirements for the self-insured plans (provide in detail).	
6. Detail any underwriting provisions (rules), if any you will impose on ACERA.	

#### **D. ADMINISTRATION**

1. Name of Parent Company, if any:	
2. Identify service team:	
a) Day to day contact	
b) Underwriting	
c) Billing	
d) Overall account management	
3. Will you provide customized employee communication material at no additional cost? If not, what is the additional cost?	
4. What communication materials (i.e., I.D. cards) are provided to the employee to identify them as a member? Please provide a sample.	
5. a) Do you maintain a toll free telephone number for use by participants if they have questions or problems?	
b) What days/hours is the number operating?	
6. a) What percentage of ophthalmologist/optometrist offices maintain the ability to dispense eyewear?	
b) Indicate the types of services and supplies which will be provided at a discount to participants.	
c) Are there circumstances in which a participant's selection of discounted eyewear is limited to a portion of the total supply? Please elaborate.	
7. Is there a limit on the number of services or supplies which can be purchased at the discounted price?	
8. Please provide samples of monthly, quarterly, and annual reporting (i.e., premium, claims, and utilization).	

<p>9. What on-line services/functions will be made available to ACERA via the Internet? (<i>Check all that apply</i>)</p>	<p><input type="checkbox"/> Claims Summary</p> <p><input type="checkbox"/> Billing History</p> <p><input type="checkbox"/> Premium Rates</p> <p><input type="checkbox"/> Provider Directory</p> <p><input type="checkbox"/> Eligibility Summary</p> <p><input type="checkbox"/> Enrollment Counts</p> <p><input type="checkbox"/> Plan Details</p> <p><input type="checkbox"/> Health Topics/Medical Information</p> <p><input type="checkbox"/> Address Changes</p> <p><input type="checkbox"/> Other</p>
<p>10. ACERA wishes to include a clause to the effect that, upon contract termination, the cost of any work required by a new administrator to bring records in unsatisfactory condition up to date shall be the obligation of your firm and such expenses shall be reimbursed by your firm. Do you agree to include these provisions in your contract?</p>	
<p>11. Under your ASO proposal, will you process run-out claims in the event the contract with the client is terminated? If so, what is your proposed fee for processing run-out claims?</p>	
<p>12. How is image scanning used in your claims adjudication system?</p>	
<p>13. Describe your preferred way of receiving, integrating and coordinating eligibility data.</p>	
<p>14. Confirm you accept electronic eligibility files.</p>	
<p>15. What percent of total claims are submitted to providers electronically?</p>	
<p>16. Briefly describe your process for administering claims.</p>	
<p>17. What is the percentage of claims processed? What percentage of claims process without manual processing or human intervention?</p>	
<p>18. Does your firm produce a newsletter specifically for public retirement plans or is the material produced for both public and private plans?</p>	
<p>19. Discuss any technological improvements your organization has planned for 2021 (e.g., Internet related services, online eligibility, etc.) and the impact on enrolled Members.</p>	
<p>20. Describe your capabilities and any restrictions related to the administration of COBRA for any plans you are awarded</p>	

21. Do you agree to extend and allow COBRA Continuation and conversion privileges to all individuals ACERA deems eligible?	
22. Do you agree to allow Members who ACERA deems eligible to maintain coverage under COBRA for up to thirty-six (36) months?	

### E. RECRUITING/CREDENTIALING/TERMINATION

1. How are providers recruited?			
2. What procedure must be followed if a participant or ACERA requests a provider to be included in your network?			
3. What is the annual turnover rate of the providers in your network?			
4. What percent of providers in Northern California are at full capacity and will no longer accept new patients?			
5. Indicate the reasons for which a participating provider can be terminated and the number of occurrences within the past year.			
<b><u>Reasons for Termination</u></b>	<b>Yes</b>	<b>No</b>	<b>Number of Occurrences</b>
Poor service			
Poor utilization practices			
Failed credentialing process			
Contract violation			
Provider moved/expired			
Provider dissatisfaction			
6. Can a participant receive an eye exam at one provider and the glasses/lenses from a different provider?			
7. Are you able to provide special vision services such as Visual Display Terminal occupational coverage, safety lenses/eyewear, etc?			
8. Are there any special circumstances required for a participant to visit a network ophthalmologist? If so, please provide details and indicate whether preauthorization is required.			
9. a) At the end of a client's contract, how is treatment in progress covered?			
b) At the end of a participant's eligibility, how is treatment in progress covered?			

**F. CUSTOMER SERVICE/QUALITY CONTROLS**

1. How will complaints regarding quality/timeliness of care from participants or the client be handled?	
2. How frequently do you perform patient satisfaction surveys? Please provide a copy of your most recent patient satisfaction survey results.	
3. Is cost efficiency/effectiveness of participating providers measured? Describe the process used.	
4. How is the quality of care, provided by each of your network providers, monitored?	
5. What systems checks are in place to prevent fraud?	
6. Indicate all services available to members through your website (include website address).	
7. Indicate the ways in which your organization is able to accommodate the special needs of enrollees. <i>(Check all that apply)</i>	<input type="checkbox"/> No special accommodations <input type="checkbox"/> Have a TDD (Telecommunications Device for the Deaf) or other voice capability for the hearing impaired <input type="checkbox"/> We accommodate non-English special enrollees by contracting with an independent translation company <input type="checkbox"/> We maintain customer service staff with the ability to translate Spanish <input type="checkbox"/> We maintain customer service staff with the ability to translate the following languages: Please list all languages.

**G. ASO BANKING/CLAIM REIMBURSEMENT ARRANGEMENTS**

1. Describe the way in which the banking arrangement works. Include explanations of the nature of the account from which claims are paid (e.g., in whose name it appears, where it will be, the timing of the call for funds [e.g., as checks are issued, as they are cashed]), any deposit amount required in the account, its term (weekly, monthly) how it is determined and any interest earned on the deposit, or on amounts held in the account until checks are cashed. In addition, please explain how excess deposits are handled during the term of the plan and when deposits are returned upon plan termination (including whether a deposit can be retained to pay for any deficit, etc.). If banking charges are not included in your ASO fee, please provide an estimate of	
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such charges and describe the basis on which they are made.	
2. If your plan does not require the use of a special bank account, but rather calls for funds on a single monthly bill, please explain the timing of such bill, when payment is due, the definition of claims due (checks issued or cashed) and what interest charges are made (or credits foregone) on such a program, relative to a conventionally insured plan. If your plan is not funded through a special bank account, but rather on a lump sum basis, please explain any interest charges.	
3. If your account is funded as needed, can the policyholder select a bank? Is there an added cost for such a bank? If so, how much?	
4. How often are check registers and reconciliations furnished? What is in these reports (please provide a sample)?	
5. Will you stock pile claims to a certain level before releasing them, so that the plan sponsor can fund claims less frequently?	
6. How quickly and often must the plan sponsor make reimbursements to you?	
7. What audits of reconciliations are done?	

## H. SERVICES

1. Please answer Yes or No on what services are performed in your basic/routine eye exam:	
Vision history	
Visual acuity	
General eye health	
Glaucoma testing	
Assess eye muscles	
Refraction	
Patient education	
2. a) Describe the coverage/selection for frames which is available to this client through your providers. (Discuss the quality of frames, variety of styles, ability to service all ages, consistency of frames between different provider offices)	
b) What is the average size of inventory in your provider locations?	
3. Describe the coverage/selection of eyeglass lenses available to this client from your network.	

Address single vision, bifocal, trifocal, glass, plastic, impact resistant, high refractive power lenses, high-index, blended bifocals, progressive bifocals, photochromic, tinted, antireflection, etc.	
4. Describe the coverage/selection of contact lenses available to this client from your network. Indicate the type and extent of coverage for daily wear soft lenses, hard contacts, extended wear and disposable.	
5. Would you offer a dedicated toll-free phone number?	
6. Please confirm whether your customer service personnel are U.S. based. If so, please confirm you will provide sufficient notification to ACERA should the customer service personnel ever be outsourced to another county.	
7. What are your hours of operation?	
8. What authority do customer service representatives have to resolve issues over the phone? Are customer service representatives authorized to make real-time claim payment adjustments?	
9. Do you record customer service calls?	
10. Can a Member leave a message at your member service line after working hours? If yes, what is the protocol for responding to that call?	
11. Please define your process for handling issues that are not resolved in the initial call.	

**I. HIPAA COMPLIANCE**

1. a) Do you have a formal HIPAA compliance plan in place?	
b) Will you provide us with a sample copy upon request?	
2. a) Do you have a website that details information about your policies and procedures for accepting and sending EDI transactions?	
b) If ACERA wants a copy of your Companion Guide for HIPAA EDI transactions, where does this document reside?	
3. Will your organization be issuing Notices of Privacy Practices as required by HIPAA to each new plan enrollee?	



4. Do you agree to indemnify ACERA for any liabilities resulting from the improper disclosure of protected health information by you or any of your subcontractors?	
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**J. NETWORK**

1. What is the name of your network(s)?	
2. How often are contracts renewed with Network Providers?	
3. Do you anticipate a significant change in the size or location of your network in the next year, which would impact this client's population?	
4. a) How often are network directories updated?	
b) How often will revised directories be made available to the client?	
c) Is your provider directory available on the internet? If so, at what web address?	
5. a) State the number of member groups currently utilizing your network in Northern California.	
b) How many members does this represent?	
6. Please provide average provider discounts of Usual, Customary and Reasonable (UCR) charges in California for General Providers and Vision Specialists.	
7. If a Provider drops/leaves your network, how are enrollees notified?	
8. What procedures are in place to prevent a member from being overbilled or balanced billed by a participating provider or specialist?	
9. Please provide National Network turnover for the last two (2) years.	

10. Indicate the total number of providers for specialties listed below in the state of California, by County.

<b>Number of Network Providers</b>			
<b>Area</b>	<b>Opticians</b>	<b>Optometrists</b>	<b>Ophthalmologists</b>
<b>California</b>			
Alameda County			
Santa Clara County			
Contra Costa County			
Fresno County			
Monterey County			
Sacramento County			
San Benito County			
San Francisco County			
San Mateo County			
San Joaquin County			
Santa Cruz County			
All Other CA Counties			
<b>Total California</b>			
<b>Total Outside CA</b>			
<b>Grand Total</b>			

## **APPENDIX G**

### ***NETWORK ANALYSIS***

#### **A. Geo Access**

Provide separate GeoAccess results for **each product** that is included in your proposal. Please make sure that the GeoAccess reports match the total of participant counts based on current census data provided.

Standard for Definition of Access to Network Provider:

- Optometrist: 2 in 8 miles for urban/suburban areas, 2 in 15 miles for rural areas
- Ophthalmologists: 2 in 8 miles for urban/suburban areas, 2 in 15 miles for rural areas

#### **B. Network Disruption and Discount Evaluation**

Please complete the disruption analysis table and discount evaluation tables. The tables will be provided in Excel format upon receipt of a signed Mutual Confidentiality Agreement (APPENDIX A).

## **APPENDIX H**

### **PERFORMANCE GUARANTEES**

Please fill out your proposed Performance Guarantees for both vision plans in the attached spreadsheet. Proposed Performance Guarantees must meet or exceed the current standards and financial fees at risk.

## **ATTACHMENT A**

### ***PREMIUM AND CLAIMS HISTORY***

The historical premiums and claims for the Base and Buy-Up plan will be provided in a spreadsheet attachment labeled ATTACHMENT A.

## **ATTACHMENT B**

### ***RETIREE ENROLLMENT GUIDE***

The most recent Retiree Enrollment Guide is available to be downloaded at:

<https://www.acera.org/sites/main/files/file-attachments/2020-oe-guidebook.pdf?1569962826>

# **ATTACHMENT C**

## ***CENSUS***

To be provided via secure email upon receipt of a signed Mutual Confidentiality Agreement (APPENDIX A).

## **ATTACHMENT D**

### ***EVIDENCE OF COVERAGE***

Please refer to the PDF labeled ATTACHMENT D.

**[END OF RFP]**