

ISSUING DEPARTMENT INPUT DOCUMENT
CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION

New OTR Sole Source Bid Waiver Emergency Previous Contract/Project No. RFP-00020-2(2)

Re-Bid Other – Access of Other Entity Contract LIVING WAGE APPLIES: YES NO
 Requisition No./Project No.: RFP-01418 TERM OF CONTRACT: 3 YEAR(S) WITH 2 YEAR(S) OTR

Requisition /Project Title: Employee Voluntary Group Vision Insurance Program

Description: Miami-Dade County will be soliciting proposals for a comprehensive Voluntary Group Vision Insurance Program (Program) and related services for the benefit of the County and related groups. t

Issuing Department: HR Contact Person: Walter Hubbard Phone: 305-375-1074
 Estimate Cost: \$7,900,000
 Funding Source: GENERAL FEDERAL OTHER employee

ANALYSIS


Commodity Codes:	<u>96247</u>	<u>953-52</u>	<u>958-61</u>		
Contract/Project History of previous purchases three (3) years Check here <input type="checkbox"/> if this is a new contract/purchase with no previous history.					
	<u>EXISTING</u>	<u>2ND YEAR</u>	<u>3RD YEAR</u>		
Contractor:	<u>Metlife</u>	<u>Metlife</u>	<u>Metlife</u>		
Small Business Enterprise:					
Contract Value:					
Comments:	<u>RFP-00020-2(2) 2019-2020, value \$1.541M</u>				

Continued on another page (s): YES NO

RECOMMENDATIONS

	Set-Aside	Subcontractor Goal	Bid Preference	Selection Factor
SBE				

Basis of Recommendation:

Signed: Natalya Vasilyeva  Date sent to SBD: 10/02/2019
 Date returned to SPD:

2.0 SCOPE OF SERVICES

2.1 Background

There are approximately 26,000 employees eligible for the Employee Voluntary Group Vision Program and approximately 9,000 retirees.

2.2 Program Overview and Plan Benefits

The County's Vision Program is currently insured by MetLife Insurance Company. A copy of the **MetLife Vision Benefits Summary can be found via** : <https://www.miamidade.gov/humanresources/library/metlife-vision-benefits.pdf> Metlife Vision Benefits summary reflects the minimum plan benefits and coverage that shall be provided under the Proposer's Proposed Plan Design, except to the extent that the County has requested changes. The County is considering extending vision plan benefits to retirees and the Proposer shall duplicate the current vision plan benefits.

In considering these benefits options, the Proposer shall stipulate the cost of extending vision plan benefits to County retirees and dependents. The County, at its sole discretion, may select the plan benefits that are most beneficial to County employees and retirees for Plan Year 2021, and thereon.

Proposer shall submit their vision plan design for the proposed Program by completing Proposed Vision Plan Design Chart. The County is NOT interested in a discounted vision program; meaning the County is not soliciting for a plan that simply offers a percentage off the Provider's fee, rather than a defined benefit. The selected Proposer shall administer the Program in accordance with all applicable state and federal laws.

Note: The County recognizes the existence of Florida Statutes Section 624.1275, and as such, any commission, service fee or other form of agent remuneration must be included in the rate proposal.

2.3 Qualification Requirement

A. Minimum Qualification Requirement:

The Proposer shall be licensed by the State of Florida, Office of Insurance Regulation, to provide the plan services for which the proposal is being submitted for, as of proposal due date.

(Note: The above requirement is a continuing condition of award, as the selected Proposer must maintain this minimum qualification throughout the duration of the contract).

B. Preferred Qualifications:

The Proposer should:

1. Have a minimum "A- Rating" from A.M. Best and a Financial Classification of "VII" or higher as of their firm's most recent rating.
2. Possess a minimum of five (5) years of experience providing similar services to those requested herein for groups of 5,000 employees or greater.

2.4 General Information

1. New full-time employees are eligible for benefits coverage on the first day of the month following (or coincident **with**) 60 days of employment. Any part-time non-temporary status employee, who consistently works at least 60 hours bi-weekly and has completed 60 continuous days of employment is eligible for coverage. If an election is made, coverage is effective the first day of the month following completion of the eligibility period without any actively-at-work exclusion. Eligibility for part-

time employees is subject to change and will coincide with the eligibility for healthcare benefits for “variable hour” employees as defined by the Affordable Care Act. Executives, as identified by the County, are eligible for coverage on their first day of employment.

Dependent eligibility is defined as follows:

- a) Spouse or Domestic Partner (unless an eligible County employee).
 - b) Married or unmarried natural children (whether or not they live with the employee), children of a domestic partner, adopted children, stepchildren or a child for whom the employee has been appointed a legal guardian pursuant to a valid court order to the end of the calendar year in which the child turns 26 (providing not offered coverage at work). The selected Proposer will require proof of eligibility if the child’s last name differs from the employee’s.
 - c) Coverage for an unmarried dependent child may be continued beyond age 26 if the child is mentally or physically disabled. Proof of disability may be required.
2. All underwriting requirements shall conform to the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), where applicable. The Proposer shall review the HIPAA Business Associate Agreement incorporated as part of the County’s Draft Form of Agreement. The selected Proposer is required to execute this agreement as part of any award issued as a result of this Solicitation.
- a) Employees who do not enroll within their initial benefits eligibility period, and do not satisfy a HIPAA special enrollment qualifying event, may not enroll until the following annual open enrollment period with a January 1 effective date.
 - b) All employees and dependents enrolled as of December 31, 2020 are eligible for coverage with no actively at work exclusion.
3. The following rules apply for adding dependents:
- (a) New Dependents - A dependent of an insured may be added to the Program by submitting an application within 45 days (60 days for newborns) of acquiring the dependent status. The employee must enroll the dependent within 45 days after the marriage, registration of Domestic Partnership or birth/adoption of a child (60 days for newborns). Coverage for a new spouse or Domestic Partner is effective the first day of the month following receipt of the application. Coverage for a newborn, child placed for adoption, or adopted is effective as of the date of birth or the earlier of 1) placement for adoption, or 2) adoption date. The change in rate, if applicable, is effective the first day of the month following the birth or the earlier of 1) placement for adoption or, 2) adoption date.
 - (b) If eligible employees have declined coverage for themselves or their dependents because of other insurance coverage and the other coverage ends, they may request enrollment within 45 days after the other coverage ends.
 - (c) In accordance with Florida Statute 641.31(9)a: Payroll changes for the purpose of adding a newborn are processed as follows: if a **Change in Status (CIS) Form** is received by the County within the first 31 days from birth, the rate is waived for the first 31 days. If the CIS Form is received after the first 31 days, but within 60 days of the birth, the new rate will be charged retroactive to the date of birth. The same applies when

adding an adopted child or child placed for adoption. The rate is waived if the CIS Form is received by the County within the first 31 days from the earlier of: 1) adoption, or 2) placement for adoption. If the CIS Form is received after the first 31 days, but within 45 days of the event, the new rate will be charged retroactive to the earlier of: 1) adoption or 2) placement for adoption. Payroll changes to delete a dependent, other than those events specified in this paragraph, become effective the first day of the pay period following receipt by the County.

4. Employee membership terminates on the last day of the pay period for which applicable payroll deductions are made after the date the employee ceases active work for any reason other than an approved leave of absence.

2.5 Administrative and Related Services

The selected Proposer shall:

1. Consent to the County's self-billing process as the Vision Plan shall be administered on a self-billing rate/premium remittance basis.
2. Consent to the County's bi-weekly electronic transfers of rate/premium payments which will be remitted for the prior pay period based on the payroll deduction register. In addition, payments for retirees, leave of absence and judges will be remitted.
3. Administer appropriate procedures to carefully monitor the status of over-age unmarried dependent children and dependent children of Domestic Partner (up to 26 years old) to ensure satisfactory proof of eligibility is obtained and that coverage complies with Federal and State regulations, including COBRA status. Dependent children and dependent children of Domestic Partner losing group coverage due to age or loss of dependent status must be notified of their coverage continuation rights. The selected Proposer shall notify the County within 60 days after the open enrollment effective date (January 1st of each year) of any discrepancies in eligibility including employee name, dependent to be deleted and any change in coverage level.
4. Provide all COBRA administration, including mailing of the initial COBRA notification after receiving communication of a qualifying event from the County. Required services include billing of beneficiaries and collection of appropriate premiums.
5. Issue HIPAA Notices of Privacy Practices to all new enrollees.
6. Provide HIPAA certificates of coverage within 30 days of coverage termination.
7. Verify all dependent eligibility at initial enrollment. Additionally, over-age dependents and dependents with different last names other than the Members', shall be verified at each subsequent Plan Year's open enrollment. The selected Proposer shall verify eligibility for new hires, new enrollees and their dependents within 30 days and notify the County of any discrepancies in eligibility within 60 days.
8. Perform a bi-weekly reconciliation of accounts based on bi-weekly eligibility tapes provided by the County. The selected Proposer shall notify the County in writing within 10 days of any discrepancies, to include Member name, identification number, name of ineligible Subscriber and change in coverage level, found in its reconciliation efforts, if any.

9. Implement a Quality Control/Assurance Program that provides for continual monitoring of the services provided to the County and incorporates a self-inspection system. The Quality Control/Assurance Program shall also include methods for monitoring, identifying, and correcting deficiencies in the quality of service provided to the County and reporting the results of the findings annually to the County's Project Manager, or upon request by the County.
10. Apprise the County on process and proficiency utilized in measuring general satisfaction amongst existing Members through sourcing mechanisms. The County anticipates receiving an annual report from the selected Proposer detailing the results and findings of satisfaction analysis.
11. Provide a local account representative who shall be physically located in the Miami-Dade/Broward County area and have full account management capabilities. The account representative shall assist the County in facilitating all vision plan matters and related Services listed herein.
12. Provide an Account Executive/Manager and account management team who shall:
 - a) Devote the essential time to manage the County's account and be responsive to needs pertaining to this Scope of Services (inclusive of being readily available for frequent telephone calls and on-site consultations with County staff located in Miami, FL);
 - b) Provide the County with the mobile phone numbers and email addresses of all key account management personnel to facilitate access and communication;
 - c) Be thoroughly familiar with all of the selected Proposer's operational and administrative functions that relate to the County's account; and,
 - d) Serve as an advocate for the County to effectively advance action items through the selected Proposer's organizational approval structure.
13. Provide a toll-free customer service line with representatives who speak English, Spanish and Creole during the County's normal business hours (Monday – Friday, 8:00 a.m. to 5:00 p.m. Eastern Standard Time). The selected Proposer shall also provide an Automated Call Intake/Response System that has a "call distribution" feature with message acceptance capabilities for calls received after normal business hours. The Proposer shall complete a return call to Members/Subscribers within 24 hours of receipt of message by automated system.
14. Provide a customized benefits website for the use of County employees, retirees and dependents. Website shall be available throughout the term of the contract resulting from this Solicitation – and shall exclusively include the County's vision program's summary of plan benefit materials and a listing of all network Providers, claims and reimbursement forms and any other documents which should be easily accessible to all members/subscribers. Selected Proposer shall also provide all claim forms and informational documents in electronic format to the County for posting on its intranet and internet website portals.
15. Implement the Miami-Dade County Employee Voluntary Group Vision Insurance Program in a timely fashion for a January 1, 2021 plan effective date, with open enrollment scheduled for October/November of 2020. Selected Proposer shall include coordination of data processing systems and an outline of delivery time for printed materials, including ID cards, claim forms, etc. to be presented to the County within 30 days from contract effective date.

16. Formulate operational Performance Guarantee Standard Provisions which shall include the selected Proposer's implementation work plan and will put a certain portion of penalty amount at risk for completion of such tasks.
 - a) Implementation;
 - b) Setting up eligibility data (i.e., Members/Subscribers, Dependents effective dates, etc.);
 - c) Claims turnaround time;
 - d) Claims process, payment and financial accuracy;
 - e) Production of accurate Member/Subscriber correspondence, including but not limited to, ID Cards, Summary Plan Design and reports; and,
 - f) Customer service.

Selected Proposer's compliance with Performance Guarantee Standard Provisions shall be measured annually at the end of each Plan Year and shall remain in effect for the duration of any contract issued, and renewal options exercised, as a result of this Solicitation. Any non-compliance shall be assessed as liquidated damages.

17. Ensure that the claims processing system is fully integrated with the County's eligibility system. The selected Proposer shall maintain and verify eligibility for coverage of all benefits.
18. Allow the County, or its representative, in addition to the rights contained herein, the right to perform an annual audit of all claims, utilization management files, financial data and other information relevant to the County's account, with reasonable notice. The results of this independent audit may determine liquidated damages at risk for any non-compliance with the Performance Guarantee Standard Provisions.
19. Provide an Annual Premiums versus Claims Utilization Report to the County within 45 days of the end of each Plan Year. The County reserves the right to request additional reports on an as-needed basis, in addition to, a yearly Survey Results Report to determine Member satisfaction.
20. Prepare any and all reports which may, initially or at any future date, be required by the Internal Revenue Service, Department of Labor, and/or any other governmental agency.
21. Provide a minimum of 24 months of historical data reporting within 15 days of contract termination.

2.6 Enrollment/Communications Provisions

The selected Proposer shall:

1. Provide promotional enrollment materials to the County at least 45 days prior to the start of the County's annual open enrollment period, anticipated to be late October/early November 2020. Enrollment materials shall be provided in printed format in an adequate amount, at the County's discretion. The County may also require the selected Proposer to provide enrollment materials in alternate formats (i.e., Braille, large print and/or audio compact disk). Printing and production of material costs are the sole responsibility of the selected Proposer.
2. Draft materials, primarily including, but not limited to, the Summary Plan Description (SPD), at least 45 days prior to the Plan Year effective date, January 1st. The selected Proposer shall

print and mail the SPD directly to Members' homes at no additional cost to the County, with additional supplies made available to the County, as deemed necessary by the County.

3. Mail identification (ID) card to each enrolled Member within 5 business days from the date of receipt of each eligibility tape, excluding weekends and holidays. Temporary ID printing capability shall be available at the selected Proposer's website, for the purpose of facilitating:
 - a) Change in coverage option;
 - b) Change in coverage tier; and/or
 - c) Replacement/duplicate card is requested.
4. Identify Members by Social Security number ***and/or*** employer ID number, as required by the County. The confidentiality of Member Social Security numbers is of the utmost importance to the County. The selected Proposer shall bear the responsibility of protecting the privacy and legal rights of all Members/Subscribers.
5. Distribute all communication materials to the various County locations no later than 2 weeks prior to the start of the County's open enrollment period. The selected Proposer shall receive written approval from the County on all booklets, and any and all other employee communications, prior to their printing. Additionally, the County retains the right to prohibit distribution of any materials that create false or misleading statements, reference any plan other than the selected Proposer's plan, or any other materials or "giveaways" which the County deems to be inappropriate.
6. Review its plan-specific information listed in the County's Employee Benefits Enrollment Guide for accuracy and provide any updates to the County annually, no later than September 1st for the upcoming Plan Year. The County will finalize and publish the Benefits Enrollment Guide. The County shall retain final approval authority over all communication material.
7. Consent to the use of the County's on-line enrollment process. The County currently uses web enrollment for the annual open enrollment and anticipates continued use of web enrollment for ongoing enrollments.
8. Provide sufficient personnel to attend all program implementation meetings to be held by the County, and subsequent open enrollment regional meetings (approximately 45) on a schedule set by the County. Selected Proposer's personnel shall have access to County employees on County premises, as determined by the County. Selected Proposer's personnel (i.e., Account Executive/Manager/Representative, etc.) shall attend periodic meetings throughout the Plan Year, scheduled by the County, with reasonable notice given.
9. Consent to **no minimum participation requirement levels**, nor corresponding adjustments of rates or premiums, due to changes in participation levels as a result of the Solicitation or during the term of the contract, including any renewals any extensions thereof.
10. Consent to receiving eligibility data, in an electronic format, or in hard copy paper form, as deemed appropriate by the County.
11. Update Member/Subscriber eligibility data within 2 business days from the date of file receipt from the County. The selected Proposer shall notify the County of any issues delaying the update of information, within 2 business days from the data upload.

12. Provide a single point of contact for the purpose of facilitating County submission requests regarding eligibility, enrollment information, and coordinating any internal distribution of such information through the selected Proposer's organization, as well as, expediting any necessary transfer of data to third party administrators.

2.7 Fiduciary Protection

In addition to the other insurance requirements stated in the contract (refer to Draft Form of Agreement, Article 10 "Indemnification and Insurance" attached hereto), the selected Proposer shall provide indemnification and liability protection for the clinical and non-clinical administration components of this Program. The selected Proposer shall indemnify and hold the County harmless from any clinical, professional, or administrative decisions made by the selected Proposer rendering services, including the administration of the appeals process.

2.8 Premium Guarantee

All rates shall be guaranteed for the initial contract term of three (3) Plan Years (January 1, 2021 through December 31, 2023), independent of actual enrollment or any other rate contingencies. The selected Proposer shall provide to the County's Project Manager the renewal rates for the two-year option period by June 1st 2023. The renewal rates are subject to negotiations and acceptance by the County.