

**REQUEST FOR PROPOSAL
FOR EMPLOYEE BENEFITS BROKERAGE AND CONSULTING SERVICES
RELATED TO SELF-FUNDED INSURANCE PLAN**

The Stockbridge-Munsee Community (“SMC” or “Tribe”) invites qualified Employee Benefits Brokerage that also provides consulting services (“Bidders”), to submit proposals to provide services to the Tribe for their Self-Funded Health Insurance Plans.

I. INFORMATION FURNISHED TO PROPOSER

A. General Information

The Stockbridge-Munsee Community is a federally recognized Tribe with an employee base of approximately 800 people. The Stockbridge-Munsee Community operates a self-funded medical and dental insurance plans as well as a self-funded short-term disability program for more than 800 employees, their spouses and dependents. Employees are eligible for benefits following their initial 60 days plus the first of the following month. The premiums for the coverage are paid at 83% by the employer, 17% by the insured/guarantor. The plan administration is accomplished on-site by the Mohican Nation Insurance Department, consisting of two employees, and by a Third-Party Administrator (“TPA”). On-site administration includes initial enrollment and subsequent changes in eligibility for participants, changes to benefits for participants, and removal of participants from the plan, all in accordance with the approved plan administration requirements. On-site administration also includes verifying that employee deductions are appropriate for the level of coverage in accordance with the approved plan administration requirements and functioning as a liaison between plan participants and the TPA.

This is not a lowest bid project. There are other factors involved in the selection process, and the Tribe will award the contract to the vendor with the Proposal deemed, in and at the sole discretion of the Tribe, to be most advantageous to the SMC, which may or may not be the proposal with the lowest bid. If the price for the selected vendor exceeds the dollars budgeted for this Project, then the final award will be contingent upon Tribal Council approval.

The awarded vendor will be required to provide an annual report to Human Resources on what, if any, incentives were received by the awarded vendor from recommended providers in carrying out the contract during the contract year. In addition, prior to the provider’s formal selection of any vendor recommended by the provider, the Tribe requires the awarded vendor to provide information regarding what incentives, if any, are anticipated from said recommended provider, and to obtain Tribal Council approval.

The Tribe prides itself in taking a leadership role in the delivery of services to the Community in the most cost-effective manner possible, and fully recognizes the benefit of a periodic analysis of its many diverse departments.

B. Nature of Services Required

The Tribe is seeking the following services:

- 3-year contract

- Development of short and long range employee benefit goals and strategies.
- Partner with our Insurance Benefits team at the SMC and its other entities in the administration of all group insurance plans (Health and Dental plan, Life and Disability, Worker's Compensation, ACA reporting requirements) including responding to questions from and providing information to staff and providing other benefits-related advisory services throughout the plan year.
- Review and analyze the claims experience, claim service, and claim administration to ensure maximum benefit to the SMC and its entities.
- Determine and recommend the most cost-efficient funding methods for benefit programs.
- Prepare bid specifications and solicit proposals, as needed, from insurance markets that specialize in group insurance plans.
- Evaluate bids and bidders, including administration, coverage, claim payment procedures, customer service, networks, reserve establishment policies and financial solvency.
- Provide the SMC and its entities with in-depth analysis of proposed alternatives and assist with the process of selecting the most favorable annual renewal options.
- Apprise the SMC and its entities of benefit trends and provide benchmark survey data to help calibrate program offerings with employee and employer costs compared to similar organizations.
- Meet with and provide reports and presentations to various groups within the SMC, as requested.
- Assist the SMC and its entities with the implementation and communication of new programs or changes to existing programs, which may include attending and presenting information at Open Enrollment meetings or when requested.
- Work closely with the benefits team to develop and execute the benefits communication strategy.
- Evaluate the Tribe's Worker's Comp (WC) program to determine the most effective and fiscally sound approach.
- Partner with the SMC and its entities to effectively manage the performance of vendors that provides insurance or related services.
- Provide overall guidance to the SMC and its entities with Health and Welfare regulatory compliance.
- Research and report any new developments in the employee benefits arena on an ongoing basis.
- Recommend innovative ideas and new products, programs and services to ensure a competitive, valued and cost-effective benefits program.
- Introduce proven programs and ideas to aggressively manage healthcare costs.
- Educate and advise on Healthcare Reform, specifically PPACA, and the key strategic decisions that the SMC and its entities should consider.

C. DELIVERABLES/SCOPE OF WORK

1. Consultant has top management commitment to provide an experienced, dedicated, consistent, and responsive staff and account management team, with appropriate back-up coverage.
2. Is committed to the financial stability of our benefit program(s).
3. Provide underwriting services for our self-funded plans.
4. Provide monthly, quarterly, annual, and ad hoc reporting on plan performance including an executive summary.
5. Provide feedback, research and innovative strategies that will assist the Tribe in maintaining a competitive edge while reducing/maintaining costs.
6. Meet with the Tribe on a monthly basis, or a frequency as agreed upon, to review health/dental plan performance; and provide annual employee informational meetings if/when the employer deems necessary.
7. Provide appropriate prior notice to the Tribe for any program or administrative change, and to implement such change(s) in a manner that is as seamless as possible to participants.
8. Provide timely consultation of legislation affecting their benefit plans and support with any legislative requirements.
9. Negotiate for any benefit services as necessary and in the best interest of the Tribe's plan viability subject to final approval of the Tribal Council.
10. Provide benefit assistance in the following areas: Medical, Dental, HRA/FSA/VEBA, Ancillary, Worker's Comp, Wellness, On-Site Nurse, Strategy Planning, Health Care Reform and Communication and any other as requested by the Tribe's HR Director or Insurance Manager.

The proposal should be delivered to:

Jody Hartwig
Tribal Secretary
N8476 Moh He Con Nuck Rd
Bowler WI 54416

D. Timing Considerations

1. **Ten (10) copies of the sealed proposals will be accepted by Jody Hartwig, Tribal Secretary, N8476 Moh He Con Nuck Road, P.O. Box 70, Bowler, WI 54416 until 4:30 p.m. CDT on August 20, 2021. Proposals must be identified as "RFP for Benefits Consulting" on the outside of the envelope addressed to Tribal Secretary.**
2. Interviews will be held by appointment, if needed, the weeks of **August 23, 2021 or August 30, 2021.**
3. The contract award is scheduled for **October 1, 2021** but is subject to change.
4. Bidder is required to execute the Tribe's standard nondisclosure agreement, and must include an executed copy of the same with its proposal.

E. Billings

1. Progress payments may be billed monthly for services rendered in the prior month. Final payment will be made after receipt of the final reports and presentation to *and* acceptance by the governing body.

F. Other Proposal Information

1. If it becomes necessary to revise any part of the RFP or otherwise provide additional information, an addendum will be issued by the Tribe and furnished to all firms that have received copies of the original RFP.
2. The successful Bidder that is awarded the work specified in this RFP will not be permitted to subcontract or assign any part of the work under the RFP without the written consent of the Tribe.
3. All proposals become the property of the Stockbridge-Munsee Community.
4. The Tribe is not liable for any cost incurred by the Bidder in replying to this RFP.
5. The Tribe reserves the right to revise the selection process and, in its sole discretion, to accept or reject any proposals and to waive any deficiencies or irregularities.
6. The Tribe may negotiate with or request additional information from any or all considered Bidders.
7. The successful Bidder will be required to enter into a written contract with the Tribe; however, this RFP does not commit the Tribe to award a contract.
8. The successful Bidder will be required to carry all appropriate insurance, such as professional liability, errors and omissions, general liability, vehicle and worker's compensation coverage.
9. The successful Bidder must not engage in discriminatory conduct and may not be a barred contractor under tribal or federal contracting requirements.
10. Questions can be asked of the HR Executive Director Todd VanDen Heuvel, at 715-793-4820 or todd.vandenheuvel@mohican-nsn.gov or Insurance Manager Rene Montez at 715-793-4952 or Rene.Montez@mohican-nsn.gov.

II. INFORMATION TO BE REQUESTED FROM PROPOSER

In order to simplify the evaluation process and obtain the maximum degree of comparison, the Tribe is requiring prospective service provider to submit proposals in the format and manner prescribed by this section.

A. Title Page

1. Show the RFP project title, the name of the proposer firm, address, telephone number, name of the contact person and the date.

B. Letter of Transmittal – (limit to one or two pages)

1. Briefly state the Bidder's understanding of the work to be done and make a positive commitment to perform the work within and required time period.
2. State name(s) of the person(s) who will be authorized to make representations for the Bidder, along with the person's title, address and telephone number.

C. Table of Contents

1. Include a clear identification of the material by section and by page number. Such sections will be those identified below.

D. ADMINISTRATIVE QUESTIONS

1. What services do you provide specific to benefits consultation? Please do NOT include services which fall outside those requested within this RFP.
2. How do you provide plan design/administration support for human resource departments including handling change management?
3. How are your services different from other competitors?

4. Have you provided education and support at employee meetings?
5. Please provide a brief overview of all the services and products your organization provides, delineating which will be included within the proposed contract and those with additional costs; include additional costs for other services.
6. Describe your company's business philosophy and primary business values.
7. How many people are employed by your firm?
8. How many of your employees are dedicated to employee benefit brokering/consulting?
9. Confirm and provide documentation that you are a licensed consultant or broker in Wisconsin and any other states.
10. Provide a current insurance certificate evidencing all coverage carried.
11. Provide details of your company's financial status and stability.
12. Provide a brief description of the types and amounts of incentives, if any, including commissions, refunds, payments and/or other incentives your company receives.
13. Where do you see your organization positioned in the future?
14. What steps are you taking to be a market leader or innovator?
15. What steps have you taken to become HIPAA compliant?
16. What internal policies do you currently have in place that will prevent service to an existing client from deteriorating due to your business expansion and/or addition of new clients?
17. Please provide a detailed description of the transition process for a new employer client. Address personnel involved including the name and title of the person with overall responsibility for the process. Include timetables indicating key tasks, responsible party(s) and timing.
18. Please describe how you keep employers informed of legislation affecting their benefit plans and the support you provide when law requires participant notification of a change.

E. INSURANCE PLACEMENT QUESTIONS:

1. Describe what steps your organization takes to evaluate vendor capabilities.
2. Which insurance carriers and service partners do you work with? What are your firm's criteria for selecting insurance and related service firms? How often are these relationships reviewed?
3. What are some measures you would take to help save our organization money on our employee benefits?
4. Please provide examples of cost-saving measures previously used, specifically related to:
 - a. Prescription Plan;
 - b. Dental Plan; and
 - c. Health Insurance Plan.
5. Provide examples of clients that have shown a history of long term "trend management."
6. Describe procedures/processes available to assist in developing a strategic benefit plan specific to our identified needs.
7. What resources do you have available to help us manage our benefits and outline a benefits strategy consistent with current and future business plans?
8. If your firm is selected to provide broker/consultant services for us, please describe the major tasks (other than the marketing of the medical plan) to be completed and an estimated timeline.
9. What factors do you take into consideration when marketing a benefit plan? Please provide a sample RFP that your organization uses when marketing a medical plan.

10. When a carrier change is necessary, explain in detail the steps needed to ensure a smooth implementation of coverage. Include an outline of specific activities and a general timetable of events.
11. Provide a recent example of the selection and implementation of a third party claims administrator for a health plan with at least 500 – 800 employees that was managed by your company. Detail how your company's experience and expertise benefited the client.
12. Describe how you handle renewals for your clients.
13. Describe the issues and challenges, as you view them, facing employers in the next 3 to 5 years and how your organization can assist us. Please include specific examples affecting self-insured benefit plans.
14. List the TPA's and reinsurance carriers you have worked with in the last three years.
15. Furnish a list of insurance companies, third party administrators, and other providers for which the consultant is an authorized agent or broker. Please list them and the type of coverage they provided.
16. Describe your experience with Consumer Driven Health Plans, including analysis and implementation.
17. Please list 3 items that you consider "key" in the way of managing employee benefit plans in today's healthcare environment.
18. Describe your company's philosophy regarding wellness plans.
 - a. Please provide examples of wellness initiatives implemented and the estimated return on investment (ROI) experienced by other clients you work with.
 - b. Have you set up on-site wellness services with any of your current clients?

F. COMMUNICATION QUESTIONS

1. Do you provide employee communication services? If so, provide a general description of your capabilities. Provide a sample of your organization's communications that have been distributed to other clients. Include information on your communication staff.
2. Describe how you can help us effectively communicate benefit plans to employees.
3. Provide examples of communication material used by your firm. List any creative ways you may have been involved in to help communicate to employees of your clients.
4. Provide examples of communication materials developed and prepared by your organization for use in a client's health benefit communication campaign. List any creative ways you have been able to help communicate this message.
5. What educational and informational services are provided in the employee benefits context? On the Internet? In person? Are these services bundled into overall program costs? If not, what is the fee schedule associated with these services?
6. Does your organization have access to surveys of major employers to determine trends in benefit plans and their administration? Please describe and provide a sample.
7. Do you publish newsletters; provide electronic communication to your clients? Have you prepared reviews of topics related to the health and life insurance fields that are routinely provided to your clients? Please provide copies.
8. What education programs and training do you offer clients to assist in expanding their knowledge of the healthcare industry?
9. What educational resources can you provide our Human Resource staff (i.e. seminars, webinars, newsletters, compliance tools, industry updates, etc.)? Please provide a listing of the webinars, seminars and/or other educational services provided to clients annually.

10. What types of technology are offered to assist in the management of members' benefit plans? What types of technology are offered to provide our company with information needed to manage insurance products, prices, claims, and related data?
11. What technology does your firm offer to assist in the administration of our benefit plans?
12. Does your firm offer web based technology for educational and enrollment purposes? If so, please describe and list clients that have implemented this technology.
 - a. Are there additional fees for this technology?

G. CLIENT SERVICES QUESTIONS

1. Describe how your organization will manage our account, including where it will be serviced from and the credentials of the individuals responsible for day-to-day service.
2. What is the role of the lead broker/consultant in your firm? Describe the typical interaction with a client.
3. How many employee benefit clients does your local office handle?
4. How many employees are dedicated to employee benefits?
5. With respect to employee benefit plans, what is your organization's employee-to-client ratio?
6. Provide an overview of your philosophy concerning employee benefits. What does your company bring to the table which is distinctive from any other company?
7. Describe your firm's support process and timeline during coverage renewal. What drives the request for competitive insurance coverage bids? What are the high level calendar / schedule for the renewal / underwriting process? What information do you provide? Who is assigned to manage this process? What participation do you require from the client?
8. What additional resources are available for servicing members' benefit plans?
9. In providing value added services, what other affiliated firms or service partners do you work with? How are the associated fees incorporated in the overall billing process?
10. Explain what performance guarantees you will include and the basis for evaluating those guarantees.
11. Please provide your firm's commitment to quality and your philosophy/approach to client service (include any statistics on client satisfaction ratings).
12. What is your process for ensuring customer satisfaction?

H. Qualification of the Proposer

Selected consultant will be required to work in conjunction with the Tribe regarding all health/dental related activities and decisions. Consultant shall meet as requested to resolve problems. The successful consultant shall be required to meet the following minimum requirements:

1. Have broad experience in conducting related business with both private and public employers.
2. Ability to provide market data for both private and public sector employers including Tribal organizations.
3. Have proven experience in redesigning benefits plans and successful implementation of negotiated changes to those benefits plans.
4. Can demonstrate past client experiences with effective claims and cost reductions.
5. Consultant must possess a minimum of five (5) years of verifiable experience in providing insurance/benefit consulting services preferably in a Tribal environment. Experience should include accounts equal or larger in size and scope of this Proposal.
6. Can demonstrate a breadth and depth of knowledge on the health and dental care delivery systems existing in Northeastern and Central Wisconsin.
7. Be properly licensed and incorporated to do business in the State of Wisconsin.

8. Consultant has proven ability to work with the vendor community, labor community, and management of their client.
9. Have a proven reputation for keeping the client abreast of industry factors that impact the benefits plan.
10. Can provide references and can demonstrate a reputation for timeliness and responsiveness.

I. Proposer's Approach to the Services

1. State the Bidder's understanding of the services to be performed and the work products to be provided as defined in Section 1-B "Nature of Services Required" of this RFP.
2. A tentative schedule, including identification of key benchmarks in the project and time estimates for performing the services for each segment of the project.

J. Price Information

1. Provide an estimated cost for the services. Include information about annual charges for service with any breakdowns. Providing a not-to-exceed cost is preferred.
2. If cost includes reimbursable expenses, identify what expenses are reimbursable and the rate charged. Provide a not-to-exceed cost for reimbursable expenses.

K. Additional Information

1. Give any additional information, not specifically requested previously, considered essential to the proposal. If there is no additional information to present, state, "There is no additional information we wish to present."
2. Various attachments to be provided by Firm.

NON-DISCLOSURE AGREEMENT

THIS AGREEMENT is by and between the **Stockbridge-Munsee Community** with offices at N8476 Moh He Con Nuck Road, P.O. Box 70, Bowler, WI 54416 (“Tribe”), and _____ with offices located at _____ (“Receiving Party”).

WHEREAS, Tribe and Receiving Party have entered into discussions for the purposes of the bidding process in order to provide employee benefits services of Mohican Nation Insurance, a department of the Stockbridge-Munsee Community (herein after referred to as the “Project”) and, in the course of these discussions, Receiving Party will have access to Confidential Information (as defined below) about the Tribe and/or Mohican North Star Gaming and Resort; and

WHEREAS, the parties wish to protect such Confidential Information.

NOW, THEREFORE, the parties agree as follows:

1. “Confidential Information” means any and all confidential and/or proprietary information disclosed by the Tribe to the Receiving Party, which may include without limitation: financial information, business information, marketing data, trade secrets, and other data, materials, products, plans, specifications, reports, manuals, computer software or programs, contractual relationships and other similar information delivered in any form or media.
2. Confidential Information is disclosed to Receiving Party solely for the purpose of providing services for the Project. Receiving Party agrees to hold such Confidential Information in strict confidence. Receiving Party agrees not to use, divulge, reproduce or otherwise make available the Confidential Information other than for the purposes of the Project and to disclose it only to its officers, agents, employees, partners, and professional advisors as necessary, who shall also be bound to comply with this Agreement.
3. Receiving Party shall protect the Confidential Information with at least the same degree of care that it uses to protect its own confidential information, but in no case, less than reasonable care.
4. Receiving Party will immediately notify the Tribe upon the discovery of any loss or unauthorized disclosure of the Confidential Information.
5. Receiving Party shall have no obligations under this Agreement with respect to Confidential Information if it can demonstrate that the information: (a) is publicly available at the time of disclosure; (b) becomes publicly available after disclosure through no act of the receiving party or its representatives; (c) is in the receiving party’s possession free of obligation; (d) is developed by the receiving party without use of the Confidential Information or through other breach of this Agreement; (e) is disclosed to the receiving party by a third party without obligation; (e) is not identifiable as confidential; or (f) is required to be publicly disclosed pursuant to a properly executed subpoena or other regulatory or court order (“Order”), provided the receiving party (i) gives reasonable written notice to the disclosing party, (ii) gives the disclosing party a reasonable opportunity to respond to the Order, and (iii) limits disclosure to that portion of the Confidential Information required by the Order.
6. Upon the request of Tribe, Receiving Party shall immediately return all Confidential Information received in written or tangible form, including all notes, copies, or media containing such

Confidential Information. Alternatively, Tribe may direct Receiving Party to destroy such Confidential Information, in which case Receiving Party shall confirm such destruction in writing within twenty (20) days thereafter.

7. Receiving Party shall not disclose any Confidential Information to any other person or entity other than as provided herein, without Tribe's prior written consent. Neither party nor any of its representatives shall contact, either directly or indirectly, any governmental official, lender or other third party (other than a representative as provided herein) to discuss the Project or the business or the assets of the other party, or a potential business transaction with or concerning the other party, without first obtaining the written consent of the other party.
8. Waiver of any provision of this Agreement must be made in writing. A waiver or breach of one provision of this Agreement does not constitute a waiver or acceptance of a breach of another provision of this Agreement.
9. Neither party shall assign this Agreement to any third party without the prior written consent of the other party.
10. This Agreement shall have a term of three (3) years. Receiving Party's obligations in relation to technical and personally-identifiable information shall be indefinite.
11. The parties agree that a breach of this Agreement by the receiving party may cause irreparable damage to the Tribe and hereby agree that Tribe will be entitled to seek injunctive relief or other equitable relief to remedy or prevent any threatened or actual breach of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

RECEIVING PARTY:

TRIBE:

BY: _____

BY: _____

DATE: _____

DATE: _____