



Contra Costa Community College District

RFP # 4CD-87

Benefits Administrative Services

REQUEST FOR PROPOSALS

RFP Release Date: September 3, 2021

Questions Due by: before 12 PM (PST), September 14, 2021

Proposals Due by: before 2 PM (PST), September 30, 2021

SECTION I

INSTRUCTIONS AND GENERAL PROVISIONS

The Contra Costa Community College District (District) invites highly experienced firms to submit proposals to provide COBRA and HIPAA Administrative Services, Section 125 Flexible Benefit Plan and Section 132 Pre-Tax Commuter Expense Program Administrative Services, Medicare Part B Reimbursement, Anthem Medicare Copayment Reimbursement, United Faculty Copayment Reimbursement, Local 1 Copayment Reimbursement, and on-going Account Management.

The District consists of 3 colleges and 2 centers: Diablo Valley College in Pleasant Hill, Contra Costa College in San Pablo, Los Medanos College in Pittsburg, San Ramon Campus and New Brentwood Center. The District serves approximately 50,000 students annually.

INTENT

It is the intent of these specifications, terms and conditions to describe the Contra Costa Community College District's requirement for COBRA and HIPAA Administrative Services, Section 125 Flexible Benefit Plan and Section 132 Pre-Tax Commuter Expense Program Administrative Services, Medicare Part B Reimbursement, Anthem Medicare Copayment Reimbursement, United Faculty Copayment Reimbursement, Local 1 Copayment Reimbursement, and on-going Account Management.

These specifications, terms and conditions and the successful Contractor's response will constitute a part of the contract between the District and the successful contractor. Any contract resulting from this Request for Proposal cannot be altered or amended except by an instrument in writing executed by both parties.

PROPOSAL SUBMISSION

A. Proposals to be submitted to:

John Cook, Purchasing Department Contra
Costa Community College District 500
Court Street
Martinez, CA 94553

B. Date/Time: Proposals shall be received **before 2PM (PST), September 30, 2021.**

C. The face of the sealed envelope or box shall be clearly marked "**4CD-87 RFP**"

D. A faxed proposal will not be accepted. Only mailed or hand-delivered, signed documents will be considered. The proposals must be in the possession of the District's Purchasing Department before 2:00 PM (PST) on the closing date. Late proposals will not be accepted and will be returned to the Contractor. The District will not be responsible for late delivery by U.S. mail or any other means. Proposals will NOT be opened at that time.

E. Contractors must submit **one (1) original hardcopy and one electronic copy in Word or PDF format via flash drive.** DO NOT send the electronic copy by email. Each proposal received in response to this RFP shall remain the property of the District.

QUESTIONS

Questions are due before 12:00 PM (PST), September 14, 2021. All questions regarding preparation, selection process, specifications and interpretations of the terms and conditions of this Request for Proposal (RFP) shall be submitted in writing by email to **John Cook, Purchasing Department, jcook@4cd.edu**.

SCHEDULE The District reserves the right to modify the below schedule of events.

Request for Proposal release date: **September 3, 2021**

Questions Due by: **before 12 PM (PST), September 14, 2021**

Proposals Due by: **before 2 PM (PST), September 30, 2021**

Committee Review: **October 4-October 8, 2021**

Notify Shortlisted Firms: **October 13, 2021**

Interview/Presentation (Zoom): **October 25-28, 2021**

RFP Award: **October 29, 2021**

Board Meeting: **November 10, 2021**

Contract Award: **November 12, 2021**

EXHIBITS:

Exhibit A – Certificate of Insurance

Exhibit B – Standard Agreement

ACCEPTANCE PERIOD. Proposals are firm for a period of ninety (90) days.

ADDENDA/AMENDMENTS ACKNOWLEDGMENT. The District, at its sole discretion, may issue amendments / addenda to this RFP at any time prior to the time set for receipt of the proposal. Interested parties should frequently check the District's website for such addenda at <https://webapps.4cd.edu/apps/purchasingviewbids/default.aspx>

Each contractor shall acknowledge receipt of the addendum by signing the addendum/addenda and submitting it with the proposal. Failure to so acknowledge may result in the proposal being rejected as not responsive. The District shall not be bound by any representations, whether oral or written, made at a pre-qualification, pre-contract or site meeting, unless such representations are incorporated in writing as an amendment to the RFP or as part of the final contract.

AUTHORIZED SIGNATURES. Every proposal must be signed by the person or persons legally authorized to bind the Contractor to a contract for the execution of this contract. Upon request of the District, any agent submitting proposal on behalf of a Contractor shall provide a current power of attorney certifying the agent's authority to bind the Contractor. If an individual makes a proposal, his or her name, signature and post office street address must be shown. If a firm or partnership makes the proposal, the name and post office

address of the firm or partnership and the signature of at least one of the general partners must be shown. If a corporation makes the proposal, the proposal shall show the name of the state under the laws of which the corporation is chartered, the name and post office address of the corporation and the title of the person signing on behalf of the corporation. Upon request of the District, the corporation shall provide a certified copy of the bylaws or resolution of the board of directors showing the authority of the officer signing the proposal to execute contracts on behalf of the corporation.

PUBLIC INFORMATION. Following the award of a contract, responses to this solicitation may be subject to release as public information unless the response or specific parts of the response can be shown to be exempt from public information. Contractors are advised to consult with their legal counsel regarding disclosure issues and take appropriate precautions to safeguard trade secrets and confidential commercial, financial, geological, and geophysical data. The District assumes no obligation or responsibility for asserting legal arguments on behalf of Contractors.

CONFIDENTIALITY. If a Contractor believes that portions of the proposal constitute trade secrets or confidential commercial, financial, geological, or geophysical data, then the Contractor must so specify by, at a minimum, stamping in bold red letters, and the term "CONFIDENTIAL" on that part of the proposal which the Contractor believes to be protected from disclosure. The Contractor must submit in writing specific detailed reasons, including any relevant legal authority, stating why the Contractor believes the material to be confidential or a trade secret. Vague and general claims as to confidentiality will not be accepted. The District will be the sole judge as to whether a claim is general and/or vague in nature. All offers and parts of offers that are not marked as confidential may be automatically considered public information after the contract is awarded. The Contractor is hereby notified that the District may consider all parts of the offer public information under applicable law even though marked confidential.

AWARD OF CONTRACT. Award of a contract will be made to the Contractor offering the most advantageous statement of qualification after consideration of all Evaluation Criteria set forth below; however, the District will not be limited solely to the evaluation factors in making its final decision. The criteria are not listed in any order of preference. An Evaluation Committee will be established by the District. The District shall not be obligated to accept the highest commission, or any commission offered, and will make an award in the best interests of the District after all factors have been evaluated.

CANCELLATION OF SOLICITATION. The District may cancel this solicitation at any time.

FORMATION OF CONTRACT. The Contractors' signed proposal and Contra Costa Community College District's Request for Proposal shall be incorporated into a contract with or without negotiation. The Standard Agreement (**Exhibit B**) shall become the final contract document.

INFORMED CONTRACTOR. The Contractor is expected to fully inform themselves as to the conditions, requirements, and specifications before submitting proposal. Failure to do so will be at Contractor's own risk and they cannot secure relief on the plea of error.

INK OR TYPEWRITTEN. All information, prices, notations, signatures, and corrections must be in ink or typewritten. Mistakes may be lined through and corrections typed or printed adjacent to the mistake and initialed in ink by the person signing the proposal.

COST OF PREPARATION. The District is not liable for any costs incurred by Contractors before entering into a formal contract.

REJECTION OF PROPOSAL. The District reserves the right to reject any or all proposals or any part of proposal and also to waive informalities, minor irregularities, or other requirements in our Request for Proposal and /or offers received, and/or to accept any portion of the offer if deemed in the best interest of the District. Failure of the Contractor to provide in its proposal any information requested in this RFP may result in rejection for non-responsiveness.

ASSIGNMENT OF RIGHTS OR OBLIGATIONS. Except as noted hereunder, Successful Contractor may not assign, transfer or sell any rights or obligations resulting from this solicitation without first obtaining the specific written consent of the District.

ATTORNEY FEES. In the event a suit or action is instituted in connection with any controversy arising out of this contract, the prevailing party shall be entitled to receive, in addition to its costs, such sum as the court may adjudge reasonable as to attorney's fees and costs.

COMPLIANCE WITH LAWS. All proposals shall comply with current federal, state, local and other laws relative thereto.

CONTRACT INCORPORATION. The contract embodies the entire contract between the District and the Contractor. The parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth herein or referenced herein. No changes, amendments, or modifications of any of the terms or conditions of the contract shall be valid unless reduced to writing and signed by both parties. The complete contract shall include the entire contents of this RFP Solicitation, all addenda, all of Contractor's successful submittal; supplemental agreements and any and all written agreements which alter, amend or extend the contract.

LAWS GOVERNING CONTRACT. This contract shall be in accordance with the laws of the State of California. The parties stipulate that this contract was entered into in the County of Contra Costa, in the State of California. The parties further stipulate that the County of Contra Costa, State of California is the only appropriate forum for any litigation resulting from a breach hereof or any questions risen here from.

COMPLIANCE WITH ALL LAWS. The Contractor warrants that it will comply with all federal, state and local laws, ordinances, rules and regulations applicable to its performance under this contract including, but not limited to, the Fair Labor Standards Act of 1938, as amended, the Williams – Steiger Occupational Safety and Health Act of 1970 and as amended; the State of California sales and use tax regulations; non-discriminatory employment practices under the Federal Equal Employment opportunity Clause prescribed by Executive order 112465 dated September 24, 1965 as amended. The District does not permit any person or entity using its facilities for commercial purposes to engage in unlawful discrimination.

SEVERABILITY. If any provisions or portion of any provision, of this contract are held invalid, illegal or unenforceable, they shall be severed from the contract and the remaining provisions shall be valid and enforceable.

TERM/TERMINATION /RENEWAL. The term of the contract will be for one (1) year with an option to renew for four (4) additional years in one (1)-year increments. The contract will be subject to termination by either party upon thirty (30) days advance written notice of intention to terminate. The District may terminate the contract at any time without written notice upon a material breach of contract by the Contractor. By mutual agreement, this contract may be extended for additional terms at agreed prices with terms and conditions remaining the same.

START DATE. Pending the completion of this RFP process, we anticipate the contractor starting on or after January 1, 2022.

QUANTITIES. Services identified for advertising services are annual estimates based on past requirements and are not to be construed as a commitment. No minimum or maximum is guaranteed or implied.

PRICING. Prices quoted are to be firm for the first twelve (12) months of the contract. Adjusted prices, if any, quoted for the additional years of the contract shall remain firm for each respective twelve (12) month period. Request for price adjustments must be submitted by the vendor, in writing, sixty (60) days prior to the annual anniversary date of the contract to be effective for the subsequent year. Unless otherwise stated, the vendor agrees that, in the event of a price decline, the benefit of such lower price shall be extended to the District. Any price increases or decreases for subsequent contract terms may be negotiated between Contractor and District only after completion of the initial term.

PENALTIES. The Contractor shall be assessed penalties for non-performance. The Contractor shall be responsible for reimbursing the District for the full cost of any advertisement that is placed by the District but fails to be published or published incorrectly.

FUNDING OUT CLAUSE. The District may, at its sole option, terminate this agreement at the end of any District Fiscal Year, for reason of non-appropriation of funds. In such event, the District will give Contractor at least thirty (30) days written notice that such function will not be funded for the next fiscal period. In such event, the District will return any associated equipment to the Contractor in good working order, reasonable wear and tear expected.

ADDITIONAL DISTRICT PROVISIONS

Hold Harmless: The contractor agrees to defend, indemnify and hold harmless the District its officers, employees, agents and servants, for any and all liability caused by the negligence or wrongful act of the vendor arising out of the performance of this contract, or any act or omission of vendor, its agents, employees and servants, or for product liability or breach of warranty by vendor, either expressed or implied, and to pay all claims, damages, judgments, legal costs, adjuster fees and attorney fees related thereto.

Insurance: Please refer to **Exhibit A** for the insurance requirements applicable to this request.

Independent Contractor Status: Contractor hereby agrees that it is engaged as an independent contractor and not as an agent or employee of the District; that it has and retains the right to exercise control and supervision of the work and full control over the employment, direction, compensation and discharge of all persons assisting in the work; that it will be solely responsible for wages, including withholding of income taxes, social security taxes and preparation and filing of IRS Form 1099 for each individual furnished to the District under this contract, workers' compensation premiums, compliance with OSHA and all employment-related regulations relating to its employees; and that it will be responsible for its own acts and those of its subordinates, employees and agents during the term of this contract. Contractor agrees that as an independent contractor it is solely responsible for all Federal, State and Local taxes. Contractor further agrees that its officers and employees do not become employees of the District, nor are they entitled to any District employee benefits as a result of the execution of this contract.

Conflict of Interest: No officer, member or employee of the District and no member of its governing bodies shall have any pecuniary interest, direct or indirect, in this contract or the proceeds thereof. No contractor or member of Contractor's family shall serve on a District board, committee, or hold any such position which

either by rule, practice or action nominates, recommends, supervises Contractor's operation or authorizes funding to contractor.

Use of District Property: Contractor shall not use District premises, property (including equipment, instruments or supplies) or personnel for any purpose other than in the performance of its obligations under this contract.

Administrative Responsibilities: District retains professional and administrative responsibility for services rendered under this Agreement. District's retention of these responsibilities shall not alter or modify, in any way the hold harmless, indemnification, insurance or independent contractor provisions set forth herein.

Account Executive: The Contractor shall assign an account executive who will be responsible for the District's account. The account executive shall receive all job orders from the District and shall be the District's primary contact for all placement issues.

Invoicing: Contractor shall bill on a monthly cycle. Contractor shall submit a master invoice and a departmental invoice package as described below. Invoices shall be sent directly to:

Contra Costa Community College District
Attn: Sophia Lever, Human Resources Department
500 Court Street
Martinez, CA 94553

Contractor shall submit an original plus two (2) copies of a master invoice along with a report detailing the charges. A master invoice is a summary invoice which includes all orders. A proof of publication shall be required with the invoice for all ads placed during the billing period.

Information on the master invoice shall include:

- Invoice number
- Invoice date
- Billing period
- Payment due date
- Total invoice amount
- Bill rate for each ad
- Type of service
- Proof for each ad
- Who placed order

Payment: The District shall issue a check for the total amount of the master invoice within thirty (30) working days of the date of receipt of the invoice. The District shall notify the Contractor of any adjustments required to the invoice. Adjustments shall be made in the month subsequent to the Contractor being notified.

Activity Reports: Ad Hoc Reports - Contractor shall provide ad hoc reports as requested by the District Office Human Resources Department.

SECTION II - COBRA and HIPAA Administrative Services

The contractor will:

- Provide Qualifying Event Notices.
- Provide initial notifications for new hires and new dependents for all COBRA eligible plans.
- Provide COBRA termination and HIPAA notices for all terminating COBRA participants.
- Provide billing services through coupons or monthly invoices.
- Provide collection services through check or automatic debit of accounts.
- Provide grace period notices for late payments.
- Process refunds where applicable.
- Process coverage changes where applicable.
- Communicate rate and plan changes as required.
- Provide toll-free customer service Monday through Friday 8 AM to 5 PM Pacific Standard Time.
- Provide open enrollment communication fulfillment services.
- Accept COBRA open enrollment applications.
- Process hardcopy COBRA elections for eligibility with carriers and administrative systems.
- Provide call center for retiree and COBRA initial and open enrollment questions and assistance.
- Provide monthly reporting for all Qualifying Events, new hire, grace period and termination notices sent.
- Support automated processing of termination information via the online system.
- Support automated processing of new hire information via the online system.
- Support secondary events.
- Process all applications for COBRA coverage.
- Maintain eligibility directly with carriers.
- Maintain detailed individual accounts for each COBRA participant.
- Update online system with COBRA status for reporting and tracking.
- Provide conversion information to COBRA participants.
- Automate the over age dependent COBRA notices to ensure timely QE notices from date of benefit termination.
- Administer all severance agreements according to 4CD agreements.
- Forward collected premiums to carriers with required payment detail.
- Reconcile carrier list bills to collected premiums and current eligibility.
- Maintain reports of premiums collected and paid for and provide 4CD online and hardcopy access to this information.
- Provide compliance and regulatory updates.
- Update systems annually for plan and rate changes.

SECTION III - Section 125 Flexible Benefit Plan and Section 132 Pre-Tax Commuter Expense Program Administrative Services

The contractor will:

- Provide daily claims adjudication.
- Provide daily reimbursements through debit card, check and direct deposit.
- Provide online employee level balance and claims information within five (5) business days of claim and/or premium payment.
- Provide toll free Interactive Voice Response (IVR) system for balance and claims information.
- Provide toll free customer service Monday through Friday 8 AM to 5 PM Pacific Standard Time.
- Provide customer service e-mail address for electronic inquiries with detailed response directly answering the specific inquiry to employee within 24 hours.
- Provide website access for downloading and printing forms.

- Provide monthly reporting (electronically via Excel, HTML, PDF, TXT).
- Maintain all participant election, claims and balance information for current year.
- Process grace period claims for end of year and terminated participants.
- Update participant system for all changes, new hires and terminations automatically through online systems and automatically integrate updates to 4CD core systems as required (Payroll, Accounting, Retirement, etc.).
- Provide annual reminder notices before the end of the plan year to employees advising of remaining funds.
- Provide reporting of all IRS and State reporting requirements to employees as well as to IRS and State as required.
- Provide Plan document and Summary Plan Description (SPD).
- Provide discrimination testing annually.
- Provide updates to 4CD for all legal and procedural changes.
- Participate in health fairs and enrollment meetings.

SECTION IV - Medicare Part B Reimbursement, Anthem Medicare Copayment Reimbursement, United Faculty Copayment Reimbursement, and Local 1 Copayment Reimbursement

The contractor will:

- Administer 4CD Medicare Part B subsidy/reimbursement monthly/annually.
- Administer 4CD Anthem Medicare Copayment reimbursement monthly/annually.
- Administer 4CD United Faculty Copayment reimbursement monthly/annually.
- Administer 4CD Local 1 Copayment reimbursement monthly/annually.
- Provide toll free customer service Monday through Friday 8 AM to 5 PM Pacific Standard Time to assist with inquiries including, but not limited to, enrollment assistance, plan benefits, payments, and Medicare and 4CD policy.
- Provide dedicated account management to retirees.
- Provide dedicated account management to employees.
- Provide dedicated point of contact for retirees to call.
- Provide dedicated point of contact for employees to call.
- Maintain individual retiree account information.
- Maintain individual employee account information.

SECTION IV - On-going Account Management

The contractor will:

- Provide training to 4CD team relative to administrative capabilities and services.
- Provide eligibility issue resolution.
- Provide dedicated customer service team.
- Manage discrepancies and auditing.
- Provide monthly calls with 4CD, or as appropriate.
- Track issues on a log that will be shared with 4CD, identify root cause and create solutions.

BACKGROUND

The Contra Costa Community College District (CCCCD) is the eighth largest Community College District in California.

There are three colleges: Diablo Valley College in Pleasant Hill, which has a center in San Ramon, Los Medanos College in Pittsburg, which has a new center in Brentwood and Contra Costa College in San Pablo. Our District was established on December 14, 1948, and is headquartered in Martinez, CA.

The Contra Costa Community College District offers students affordable access to quality higher education and provides students with many program options including A.A. degree, transfer credit to four-year colleges, vocational training and personal improvement opportunities.

Contra Costa College (CCC) has provided exemplary educational services to hundreds of thousands of residents from the greater West County area. The college has superior faculty and staff members and a learning environment that maximizes the potential of students. Technology is available throughout the institution and connects students to the world to ensure a relevant exchange of ideas. The college is proud of its diverse student body and commitment to individual student success. Excellent programs such as the Center for Science Excellence, The Advocate newspaper, the green Automotive Services program, the Nursing program, and the Culinary Arts program are known throughout the state and the nation. A model of excellence, CCC prides itself on being one of the finest community colleges in the country.

Diablo Valley College (DVC) has distinguished itself as one of the nation's most successful community colleges by offering incomparable transfer opportunities and exceptional career-technical programs and degrees to a diverse student body, while responding to an evolving need for robust adult basic skills and ESL programs. At both the Pleasant Hill and San Ramon locations, local and international students engage with high-quality instruction and support services designed for student learning and success. Faculty from DVC's various career-technical programs are in continuous dialog with our surrounding community to keep pace with emerging technologies and new skill requirements our students need to be successful in any job market. The college's unparalleled transfer programs prepare our students in large numbers to be successful in four-year colleges and universities all over the state and the country. DVC continuously ranks among the top transfer pathways to UC Berkeley.

Los Medanos College (LMC) provides excellent transfer and innovative career-technical opportunities in East Contra Costa County. A focus on student learning and success helps students build their abilities and competencies as lifelong learners, and provides critical educational preparation to help them to succeed in their career endeavors. Special opportunities include the only honors program certified as part of the UCLA Transfer Alliance, and learning communities supported by faculty and staff. With programs like Engineering, Nursing, Communication Studies, Child Development, Instrumentation Technology, Mathematics, and Process Technology, students receive the resources they need to excel in today's competitive workforce and at four-year colleges. LMC's main campus is located in Pittsburg, with a center in Brentwood.

District Office The headquarters of the Contra Costa Community College District is located at 500 Court Street in the George R. Gordon Education Center in downtown Martinez. Here, the District maintains its principal administrative offices, providing a variety of services to the individual colleges and centers. The key District Office Departments are: Finance, Purchasing, Police, Human Resources, Communications and Communication Relations, Educational Services and the Chancellor's Office. This is also the location of the college district's Governing Board and where the Board holds its public meetings.

EVALUATION CRITERIA

- A. The basic information that each section should contain is specified below, these specifications should be considered as minimum requirements. Much of the material needed to present a comprehensive proposal can be placed into one of the sections listed. However, if relevant information needs to be presented to further support the bidder's case, other appropriate sections may be added.
- B. The evaluation of proposals will be based on the bidder's responses to the list of specifications and statements. Bidders will specifically address these items in their response. Any exceptions to these specifications must be described in a transmittal letter included in the reply to the RFP.
- C. All items of this RFP must be answered in full. Each bidder understands and agrees that it has a duty to inquire about and clarify any RFP question that the bidder does not fully understand. Every attempt will be made to promptly answer all inquiries from each bidder.
- D. The District will award the contract to the bidder who best meets our needs. Any contract awarded as a result of this RFP will be made on the basis of being the most responsive Proposal and which is also in the best interest of the Contra Costa Community College District. All answers supplied to questions asked in this RFP are subject to verification. Misleading and inaccurate answers will be ground for disqualification at any time in the evaluation and procurement process. The District intends to award this bid to one vendor, however, this bid may be awarded to multiple vendors, if the District deems that it is in the best interest of the District to do so. This is not an exclusive contract.
- E. If your company is selected to move forward for an interview as our new COBRA and HIPAA Administrative Services, Section 125 Flexible Benefit Plan and Section 132 Pre-Tax Commuter Expense Program Administrative Services, Medicare Part B Reimbursement, Anthem Medicare Copayment Reimbursement, United Faculty Copayment Reimbursement, Local 1 Copayment Reimbursement, and on-going Account Management contractor, you will be asked to give a formal presentation on the above mentioned services. Contractors will be expected to meet with us remotely (Zoom) to explain their strategic approach in-detail and share work samples, if selected for an interview.

SECTION V

SUBMISSION REQUIREMENTS

A. EVIDENCE OF QUALIFICATIONS Bidders must submit evidence of qualifications as indicated below. The District will consider several factors in making the award, such as, financial, technical and creative abilities. Each bidder must provide the following information:

1. The bidder must demonstrate to the satisfaction of the college district, its present financial stability and supply the most recent annual reports and/or financial statement of the company (last 3 years).
2. Company size and history to include organizational charts, organizational type (i.e., sole proprietor, partnership, corporation, etc.), full description of services including any areas of specialty.
3. Provide acceptable evidence of substantial experience working with agencies on COBRA and HIPAA Administrative Services, Section 125 Flexible Benefit Plan and Section 132 Pre-Tax Commuter Expense Program Administrative Services, Medicare Part B Reimbursement, Anthem Medicare Copayment Reimbursement, United Faculty Copayment Reimbursement, Local 1 Copayment Reimbursement, and on-going Account Management.
4. Provide names, titles, phone number and brief resumes of each individual who will be assigned to this account. Include a description of the responsibilities, education and training of these individuals, which demonstrates substantial experience in advertising.
5. List a minimum of three (3) references including reference name, title, company, address, telephone number and email address.
6. If available, provide a list of current college and/or College District clients to include client name, organization, address, and telephone number and email address.
7. CCCCDC intends to contact your client references provided.

B. QUESTIONNAIRE Bidders must answer all questions below and submit with RFQ.

Section 1: COBRA and HIPAA Administration Services	Yes	No	Explain if "No" Response
Provide Qualifying Event Notices			
Provide initial notifications for new hires and new dependents for all COBRA eligible plans			
Provide COBRA termination and HIPAA notices for all terminating COBRA participants			
Provide billing services through coupons or monthly invoices			
Provide collection services through check or automatic debit of accounts			
Provide grace period notices for late payments			
Process refunds where applicable			
Process coverage changes where applicable			
Communicate rate and plan changes as required			
Provide toll-free customer service Monday through Friday 8AM to 5PM Pacific Standard Time			
Provide open enrollment communication fulfillment services			
Accept COBRA open enrollment applications			
Process hardcopy COBRA elections for eligibility with carriers and administrative systems			

Provide call center for retiree and COBRA initial and open enrollment questions and assistance			
Provide monthly reporting for all Qualifying Events, new hire, grace period and termination notices sent			
Support automated processing of termination information via the online system			
Support automated processing of new hire information via the online system			
Support secondary events			
Process all applications for COBRA coverage			
Maintain eligibility directly with carriers			
Maintain detailed individual accounts for each COBRA participant			
Update online system with COBRA status for reporting and tracking			
Provide conversion information to COBRA participants			
Automate the over age dependent COBRA notices to ensure timely QE notices from date of benefit termination			
Administer all severance agreements according to 4CD agreements			
Forward collected premiums to carriers with required payment detail			
Reconcile carrier list bills to collected premiums and current eligibility			
Maintain reports of premiums collected and paid for 4CD's access			
Provide compliance and regulatory updates			
Update systems annually for plan and rate changes			
Section 2: Section 125 Flexible Benefit Plan and Section 132 Pre-Tax Commuter Expense Program Administrative Services	Yes	No	Explain if "No" Response
Provide daily claims adjudication			
Provide daily reimbursements through debit card, check and direct deposit			
Provide online employee level balance and claims information within five (5) business days of claim and/or premium payment.			
Provide toll free Interactive Voice Response (IVR) system for balance and claims information			
Provide toll free customer service Monday through Friday 8 AM to 5 PM Pacific Standard Time			
Provide customer service e-mail address for electronic inquiries with detailed response directly answering the specific inquiry to employee within 24 hours			
Provide website access for downloading and printing forms			
Provide monthly reporting (electronically via Excel, HTML, PDF, TXT)			
Maintain all participant election, claims and balance information for current year			
Process grace period claims for end of year and terminated participants			
Update participant system for all changes, new hires and terminations automatically through online systems and automatically integrate updates to 4CD core systems as required (Payroll, Accounting, Retirement, etc.).			
Provide annual reminder notices before the end of the plan year to employees advising of remaining funds			
Provide reporting of all IRS and State reporting requirements to employees as well as to IRS and State as required			

Provide Plan document and Summary Plan Description (SPD)			
Provide discrimination testing annually			
Provide updates to 4CD for all legal and procedural changes			
Participate in health fairs and enrollment meetings			
Section 3: Medicare Part B Reimbursement, Anthem Medicare Copayment Reimbursement, United Faculty Copayment Reimbursement, and Local 1 Copayment Reimbursement	Yes	No	Explain if "No" Response
Administer 4CD Medicare Part B subsidy/reimbursement monthly/annually			
Administer 4CD Anthem Medicare Copayment reimbursement monthly/annually			
Administer 4CD United Faculty Copayment reimbursement monthly/annually			
Administer 4CD Local 1 Copayment reimbursement monthly/annually			
Provide toll free customer service Monday through Friday 8 AM to 5 PM Pacific Standard Time to assist with inquiries including, but not limited to, enrollment assistance, plan benefits, payments, Medicare and 4CD policy			
Provide dedicated account management to retirees			
Provide dedicated account management to employees			
Provide dedicated point of contact for retirees to call			
Provide dedicated point of contact for employees to call			
Maintain individual retiree account information			
Maintain individual employee account information			
Section 4: On-going Account Management	Yes	No	Explain if "No" Response
Provide training to 4CD team relative to administrative capabilities and services			
Provide eligibility issue resolution			
Provide dedicated customer service team			
Manage discrepancies and auditing			
Provide monthly calls with 4CD, or as appropriate			
Track Issues on a log that will be shared with 4CD, identify root cause and create solutions			

SECTION VI

SIGNATURE PAGE—4CD-87 RFP
(To be included with proposal submission)

To: Contra Costa Community College District
Attn: John Cook
500 Court St.
Martinez, CA 94553-1278

Pursuant to and in compliance with this Request for Proposal, after carefully reviewing all the terms conditions and requirements contained herein, the undersigned agrees to furnish such services in accordance with this RFP.

The undersigned declares under penalty of perjury under the laws of the State of California that the representations made in this request for qualifications response is true and correct.

NOTE: ALL ENTRIES SHALL BE LEGIBLE AND SHALL BE PRINTED ABOVE THE LINE PROVIDED.

Type or Print Name/Title Email Address

Signature Date

Name of Company

Address

City State Zip Code

(_____)_____
Area Code Telephone Number

(_____)_____
Area Code Fax Number

ADDENDA/AMENDMENTS ACKNOWLEDGMENT

Consultant acknowledges receipt of: Addendum Number _____ Dated _____
Addendum Number _____ Dated _____
Addendum Number _____ Dated _____

EXHIBIT A

Insurance Requirements

Contra Costa Community College District requires the provision of insurance certification demonstrating the following coverage:

Provide certificates of insurance and original endorsements as follows:

General Liability Insurance with limits of liability of \$2 Million General Aggregate and \$1 Million each occurrence – combined single limit for bodily injury and property damage;

Automobile Liability Insurance on an occurrence basis covering owned, scheduled, hired, and non-owned automobiles used in behalf of the Service Provider with limit of liability for \$1 Million each accident;

Workers Compensation Insurance (if applicable) with liability limits of \$1 Million and other limits as required under California Law;

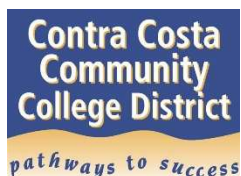
Errors & Omissions Insurance (if applicable) on an occurrence basis covering work done or to be done by or on behalf of the Service Provider in the amount of \$1 Million; Any deductible under this policy of insurance required in this agreement shall be the Service Provider's liability.

Additional Insured 2nd Page Endorsement (verbiage): "The District, their officers, employees, representatives, volunteers, and agents shall be covered as additional insured"

If the District is damaged by the failure of Service Provider to provide and maintain the required insurance, the Service Provider shall pay the District for all such damages.

EXHIBIT B

Standard Agreement



CONTRA COSTA COMMUNITY COLLEGE DISTRICT
500 Court St, Martinez, CA 94553

PROFESSIONAL SERVICES AGREEMENT

Contract No. _____

THIS Agreement is made and entered into this _____ **Day of** _____ **in the Year** _____, by and between **CONTRA COSTA COMMUNITY COLLEGE DISTRICT** ("DISTRICT"), and _____, a California corporation with offices at _____ ("CONSULTANT") to provide consulting SERVICES for the project

1. SERVICES TO BE PROVIDED BY CONSULTANT:

Consultant is authorized by District pursuant to this Consultant Agreement effective as of the above date, to provide consultation and related professional SERVICES as follows:

SCOPE OF WORK

Consultant shall provide the District

Scope of Work is specifically described in detail at the District's Request for Proposal 4CD-XX dated xx/xx/xx and _____, by this reference shall be incorporated in this Agreement.

2. TERM:

Consultant shall commence providing SERVICES under this Agreement beginning on **xx/xx/xx** and shall diligently perform the SERVICES as required and complete performance by **xx/xx/xx** or modified as agreed by both parties in writing. The agreement will be subject to termination by either party upon thirty (30) days advance written notice of intention to terminate.

3. PAYMENTS:

CONSULTANT shall provide SERVICES as listed in this Agreement for a Not-To-Exceed amount of:

_____ **Thousand,** _____ **+** _____ **Dollars and No Cents (\$00,000.00)**

3.1 The District does not guarantee or imply a minimum or maximum of service(s) to be rendered.

3.2 CONSULTANT shall bill on a monthly cycle as \$XXXX per month or modified as agreed by both parties in writing. DISTRICT shall not be liable to CONSULTANT for any costs or expenses paid or incurred by CONSULTANT in performing SERVICES for DISTRICT, except as approved by the DISTRICT. Payment shall be Net 30 days after approval of CONSULTANT's invoices.

4. INDEPENDENT CONTRACTOR:

The CONSULTANT, in the performance of this Agreement, shall be and shall act as an independent contractor. The CONSULTANT understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided to employees of the DISTRICT or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. The CONSULTANT assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the SERVICES to be provided under this Agreement.

5. TAXES:
The CONSULTANT acknowledges and agrees that it is the sole responsibility of The CONSULTANT to report as income its compensation received from DISTRICT and to make the requisite tax filings and payments to the appropriate Federal, State or Local tax authority. No part of the CONSULTANT's compensation shall be subject to withholding by the DISTRICT for payment of social security, unemployment, or disability insurance or any other similar state or federal tax obligation.

6. MATERIALS:
The CONSULTANT shall furnish all labor, materials, equipment, supplies and other items necessary to complete the SERVICES to be provided pursuant to this Agreement, at CONSULTANT's expense except as approved by the District as reimbursable.

The CONSULTANT's SERVICES shall be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her professional discipline.

7. STANDARD OF CARE:
The CONSULTANT shall render SERVICES in accordance with the standard of care, skill and diligence exercised by members of the same profession providing similar services under similar conditions at the locale of the PROJECT and at the time the SERVICES are to be performed. The CONSULTANT's standard of performance may not be altered, expanded or abridged by the application, interpretation or construction of any other provision of this Agreement. The CONSULTANT expressly disclaims all warranties, express, implied, or statutory regarding the SERVICES, including, without limitation, warranties of merchantability, and fitness for a particular purpose, title and non-infringement. Neither party shall be liable, under any circumstances, for any incidental, indirect, exemplary, special or consequential damages.

8. CONFIDENTIALITY & USE OF INFORMATION:
The CONSULTANT shall hold in trust for the DISTRICT, and shall not disclose to any person, any confidential information. Confidential information is information which is related to the DISTRICT's research, development, trade secrets and business affairs; but does not include information which is generally known or easily ascertainable by nonparties through available public documentation.

The CONSULTANT shall advise the DISTRICT of any and all materials used, or recommended for use by CONSULTANT to achieve the project goals that are subject to any copyright restrictions or requirements. In the event the CONSULTANT shall fail to so advise DISTRICT and, as a result of the use of any programs or materials developed by CONSULTANT under this Agreement, DISTRICT should be found in violation of any copyright restrictions or requirements, or DISTRICT should be alleged to be in violation of any copyright restrictions or requirements, CONSULTANT agrees to indemnify, defend and hold harmless, DISTRICT against any action or claim brought by the copyright holder.

9. AUDIT & INSPECTION OF RECORDS:
At any time during the normal business hours and as often as DISTRICT may deem necessary, CONSULTANT shall make available to DISTRICT for examination at DISTRICT's place of business specified above, all data, records, investigation reports and all other materials respecting matters covered by this Agreement and CONSULTANT shall permit the DISTRICT to audit, and to make audits of all invoices, materials, payrolls, records of personnel and other data related to all matters covered by this Agreement.

10. WORKS FOR HIRE / COPYRIGHT / TRADEMARK / PATENT:
The CONSULTANT understands and agrees that all matters produced under this Agreement shall be works for hire and shall become the sole property of DISTRICT and cannot be used without DISTRICT's express written permission. DISTRICT shall have all rights, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the DISTRICT. The CONSULTANT consents to use of CONSULTANT name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

11. TERMINATION:
DISTRICT may, at any time, with or without reason, terminate this Agreement and compensate CONSULTANT

only for SERVICES satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of SERVICES by CONSULTANT. Notice shall be deemed given when received by the CONSULTANT or not later than ten (10) calendar days after the day of mailing, whichever is sooner.

DISTRICT may also terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this Agreement by the CONSULTANT; or (b) any act by CONSULTANT exposing the DISTRICT to liability to others for personal injury or property damage; (c) or if CONSULTANT is adjudged a bankrupt, and CONSULTANT makes a general assignment for the benefit of creditors or a receiver is appointed on account of CONSULTANT's insolvency. Written notice by DISTRICT of termination for cause shall contain the reasons for such intention to terminate, and unless within ten (10) calendar days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the ten (10) calendar days cease and terminate. In the event of such termination, the DISTRICT may secure the required SERVICES from another consultant. If the cost to the DISTRICT of obtaining the SERVICES from another consultant exceeds the cost of providing the SERVICES pursuant to this Agreement, the excess cost shall be charged to and collected from the CONSULTANT. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to DISTRICT.

12. HOLD HARMLESS:

The CONSULTANT agrees to and does hereby indemnify, hold harmless and defend the DISTRICT and its officers, agents and employees from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever, to the extent incurred by reason of:

Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out of (1) or (2) above, sustained by the CONSULTANT or any person, firm or corporation employed by the CONSULTANT, either directly or by independent contract, upon or in connection with the SERVICES called for in this Agreement, however caused, except for liability for damages referred to above which result from the negligence or willful misconduct of the DISTRICT or its officers, employees or agents.

Any injury to or death of any person, including the DISTRICT or its officers, agents and employees, or damage to or loss of any property caused by any negligent act, default, or omission of the CONSULTANT, or any person, firm or corporation employed by the CONSULTANT, either directly or by independent contract, arising out of, or connected with, the SERVICES covered by this Agreement, whether said injury or damage occurs either on or off DISTRICT's property, except for liability for damages which result from the negligence or willful misconduct of the DISTRICT or its officers, employees or agents;

Any liability for damages, which may arise from the furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention under this Agreement;

13. CERTIFICATE OF INSURANCE:

The CONSULTANT shall purchase and maintain such insurance as will provide protection against claims set forth below which may arise out of or result from the CONSULTANT's operations under the contract, whether such operations by the CONSULTANT or by any sub-consultant or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- a. claims under worker's compensation disability benefit and other similar employee benefit acts;
- b. claims for damages because of bodily injury, occupational sickness or disease, or death of the CONSULTANT's employees;
- c. claims for damages because of bodily injury, sick ness or disease, or death of any person other than the CONSULTANT's employees;
- d. claims for damages insured by usual personal injury liability coverage which are sustained, (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the CONSULTANT, or (2) by any other person for not less than \$1,000,000 for each accident; and
- e. claims for damages because of injury to or destruction of tangible property, including loss of use resulting there from for not less than \$1,000,000.

Certificates of Insurance naming the DISTRICT as an Additional Insured shall be filed with the DISTRICT prior to commencement of the SERVICES. These certificates shall contain a provision that coverage afforded under

the policies will not be cancelled until at least fifteen (15) days prior written notice has been given to the DISTRICT.

14. ASSIGNMENT:

The obligations of the CONSULTANT pursuant to this Agreement shall not be assigned by the CONSULTANT.

15. COMPLIANCE WITH APPLICABLE LAWS:

The SERVICES completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT's general right of inspection to secure the satisfactory completion thereof. CONSULTANT agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now applicable to CONSULTANT. The CONSULTANT warrants that it is not presently debarred, suspended, proposed for disbarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.

16. PERMITS / LICENSES:

CONSULTANT and all CONSULTANT's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of SERVICES pursuant to this Agreement.

17. ENTIRE AGREEMENT / AMMENDMENT:

This Agreement and any exhibits attached hereto constitute the entire agreement among the parties to it and supersede any prior or contemporaneous understanding or agreement with respect to the SERVICES contemplated, and may be amended only by a written amendment executed by both parties to the Agreement.

18. NON-DISCRIMINATION IN EMPLOYMENT:

The CONSULTANT agrees that it shall not engage in unlawful discrimination in employment of persons because of race, color, religious creed, national original, ancestry, physical handicap, medical condition, marital status, or sex of such persons.

19. NON-WAIVER:

The failure of DISTRICT or CONSULTANT to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

20. ADMINISTRATOR OF AGREEMENT:

This Agreement shall be administered on behalf of, and any notice desired or required to be sent to a party hereunder shall be addressed to:

For DISTRICT: Name:
Title:
Contra Costa Community College District
500 Court St, Martinez, CA 94553

Phone: Email:

For CONSULTANT: Name:
Title:
Company Name:
Address:

Phone: Email:

21. NOTICE:

All notices or demands to be given under this Agreement by either party to the other shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. SERVICES shall be considered given when received if personally served or if

mailed on the fifth day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this Agreement, the addresses of the parties are as set forth above.

22. SEVERABILITY:

If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect and shall not be affected, impaired or invalidated in any way.

23. GOVERNING LAWS:

The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in Contra Costa County, California.

24. WARRANTY OF AUTHORITY:

Each of the parties signing this Agreement warrants to the other that he or she has the full authority of the entity on behalf of which his or her signature is made.

=====
In witness thereof, the parties hereto have executed this agreement:

CONTRA COSTA COMMUNITY COLLEGE DISTRICT
(The District)

COMPANY NAME
(The Consultant)

Assistant Secretary, Governing Board Date

Authorized Signature Date

NAME

Director of Purchasing & Contracts Services

NAME

Title

Federal Tax ID No: _____