

Oregon Educators Benefit Board Meeting Synopsis April 26, 2016

The Oregon Educators Benefit Board held a regular meeting on April 26, 2016, at the DAS General Services Building, 1225 Ferry Street SE, in Salem, Oregon. Chair Nancy MacMorris-Adix called the meeting to order at 1:00 p.m.

Attendees

Board Members:

Nancy MacMorris-Adix, Chair
Cherie Maas-Anderson, Vice Chair
Geoff Brown
Dave Fiore (via phone)
Ron Gallinat (left at 2:00 p.m.)
JJ Scofield (via phone)
Rick Shidaker (left at 2:00 p.m.)
Holly Spruance

Board Members Absent:

Heather Cordie
Jaimie Sorenson
Bob Stewart

OEBB Staff:

James Raussen, OEBB Director
Heidi Williams, Chief Operations Officer
Jackie Cowsill, Communications Coordinator
Rose Mann, Executive Assistant

Guests:

Debbie Jarett, All Care Health
Courtney Burke, Moda
Gordon Hoberg, Moda
Sally Kallianis, WD
Peg Honyak, GKA
Sandra Coble, Pacific Source
Paul Tyo, RBH
Lauren Young, BHS
Sophary Sturdivant, Kaiser
Jennifer Stacy, Kaiser

Brian Riney, Providence
Andrea Lindsey, Standard
Robin Richardson, Moda
Jessica Lund, Provata
Freddy Sennhauser, All Care



I. Welcome and Approval of April 5, 2016, Board Meeting Synopsis (Attachment 1) - Video Recording 0:01:15

MOTION - Video Recording 0:01:16

Ron Gallinat moved to approve the April 5, 2016, Board meeting synopsis. Cherie Maas Anderson seconded the motion. The motion carried 7 - 0.

II. 2016 - 17 Medical/Rx/Dental/Vision Renewal (Exhibit A)- Video Recording 0:02:45

Jenny Marks and Steve Carlson presented the 2016-17 Medical/Rx/Dental/Vision Renewal.

MOTION - Video Recording 0:012:06

Ron Gallinat moved to approve the staff and consultant recommendation for Vision renewals for 2016-17. Holly Spruance seconded the motion. The motion carried 7 - 0.

MOTION - Video Recording 0:019:06

Ron Gallinat moved to approve the staff and consultant recommendation for Dental renewals for 2016-17. Cherie Maas-Anderson seconded the motion. The motion carried 7 - 0.

MOTION - Video Recording 0:012:06

Geoff Brown moved to approve the staff and consultant recommendation of Option A Medical/Rx renewals for 2016-17. Ron Gallinat seconded the motion. The motion carried 6 - 1. JJ Scofield voted no.

MOTION - Video Recording 1:09:00

Geoff Brown moved to continue the Bronze Plan for another year with a sub-committee formed to meet twice and return to the Board in the fall with a recommendation from staff. Cherie Maas-Anderson seconded the motion. The motion carried 7 - 0. JJ Scofield, Holly Spruance and Rick Shidaker will serve as representatives of OEBB on the subcommittee.

MOTION - [Video Recording 1:12:00](#)

Ron Gallinat moved to accept the Bronze Plan renewal for 2016-17. Geoff Brown seconded the motion. The motion carried 7 - 0.

III. 2017 - 18 RFP Proposed Regions (Handout 1)- [Video Recording 1:13:23](#)

MOTION - [Video Recording 1:20:00](#)

Geoff Brown moved to accept the recommendation of staff and consultants on establishing regions across Oregon for the Medical/Rx, Vision RFP with the amendment of moving Hood River and Wasco counties into Region 4. Rick Shidaker seconded the motion. The motion carried 7 - 0.

IV. BOW UPDATE/RECOMMENDATION(S) (Attachments 3a & b and 4a & b) - [Audio Recording 01:23:56](#)

Heidi Williams, April Kelly and Rosie Chernishoff presented information on OAR Divisions 20 and 40 rule revisions and the Administrative Fee. A recommendation was made to the Board to file Divisions 20 and 40 with the Secretary of State as a proposed rule, moving it into the permanent rulemaking process. A recommendation was made to increase the Administrative Fee.

MOTION - [Video Recording 1:28:09](#)

Cherie Maas Anderson moved to file Division 40 as revised, as a proposed rule with the Secretary of State, moving it into the permanent rulemaking process. Geoff Brown seconded the motion. The motion carried 6 - 1. JJ Scofield voted no.

MOTION - [Video Recording 1:40:20](#)

Geoff Brown moved to file Division 20 as revised, as a proposed rule with the Secretary of State, moving it into the permanent rulemaking process. Holly Spruance seconded the motion. The motion carried 7 - 0.

NOTE: A video was presented explaining what OEBB does and who OEBB is. - [Video Recording 1:41:39](#)

MOTION - [Video Recording 2:21:51](#)

Geoff Brown moved to raise the administrative fee to 1.5% for the 2016 - 2017 plan year. JJ Scofield seconded the motion. The motion carried 4 -2. Nancy MacMorris-Adix and Cherie Maas Anderson voted no.

V. Strategic Plan Update - Video Recording 2:25:49

James Raussen presented information on the OEBB Strategic Plan

VI. Other Business/Board Roundtable

VII. General Public Comment

There being no further business to come before the Board, Chair MacMorris-Adix adjourned the meeting at 3:40 p.m.

Medical/Rx/Vision RFP

June 7, 2016



Claudia Grimm, Contracts Coordinator

Brian Olson, Contracts Coordinator

OEBB Medical/Rx/Vision RFP

Introduction and Agenda

Introduction

The role of a Selection Committee member is a public one, which is subject to:

- Oregon's Public Records Law
- State ethics laws pertaining to public officials
- State procurement laws and rules / OEBB-specific procurement rules

Agenda

The purposes of this discussion are:

- To highlight some of these laws and rules
- Review the RFP timeline and Selection Committee's work
- Summarize changes to RFP and corresponding administrative rules
- Request Board approval to file administrative rules and release RFP

OEGB Medical/Rx/Vision RFP

Ethics Laws for Public Officials

Government Ethics Commission

Governs ethics laws that apply to “Public Officials” (including this Selection Committee)

Public Officials must take action when there are conflicts of interest

Conflicts of Interest

“Actual” conflicts occur when a public official’s action or involvement **would** affect his or her financial interests (or family member’s interest)

- Public official must publicly disclose conflict and may not participate going forward

“Potential” conflicts occur when a public official’s involvement **could** affect his or her financial interests

- Public official must publicly disclose conflict but may participate so long as no “actual” conflict arises

OEBB Medical/Rx/Vision RFP

RFP Timeline: Key Dates

RFP Activity	Date
RFP release	6/10/16
Proposal submission due date	7/22
Consultant and staff review (responsiveness, MOs)	7/25-8/5
Selection Committee training	8/8-9/16
Selection Committee review, evaluation, and scoring	9/23-10/28
Competitive Range selection (finalists)	11/1
Finalist interviews	11/14-11/15 & 11/21-11/22
Selection of Apparent Successful Proposer (ASP)	12/6
Contract Negotiations, Legal Approval, and Execution	1/4/17-4/28
Implementation and planning	5/2-8/1
Open Enrollment	8/15-9/15
Initial Plan Year begins	10/1

OEBB Medical/Rx/Vision RFP

Rules and Best Practices – Commitment to Participate

Each Selection Committee member must...

Fully complete scoring of proposals and submit scores on time,
and

Attend and score every Proposer finalist interview

If the requirements above are not met...

The Selection Committee member's scores will be disqualified, **but**

The member will continue to participate in the Board meetings and will vote on RFP-related Board action

OEBB Medical/Rx/Vision RFP

Rules and Best Practices – Communications

Selection Committee members must...

Forward all RFP-related questions to the RFP Single Point of Contact (Claudia Grimm)

Exercise caution when talking to Proposers during the regular course of business

Selection Committee members must not...

Discuss the RFP or proposals with other Selection Committee members, unless in a public meetings

*** This applies even if less than a quorum of the Board is involved in the discussion

OEBB Medical/Rx/Vision RFP

Rules and Best Practices – Evaluation and Scoring

Selection Committee members must...

- Use your own independent judgment
- Evaluate and score according to the criteria and instructions provided by Consultant and staff
- Keep copies of any handwritten notes, emails, etc. related to the RFP; these will be turned over to staff after the project

Selection Committee members must not...

Conduct any independent research into Proposers or the content of their proposals

OEGB Medical/Rx/Vision RFP

RFP Updates

RFP Updates

The RFP has been updated since the Board's last review based on:

- Staff and Consultant review and feedback
- DOJ review and feedback

Administrative Rules Updates

The Administrative Rules have been updated since BOW's last review based on DOJ review and feedback

OEGB Medical/Rx/Vision RFP

Board Action

Board Action Requested

Staff recommends the following Board decisions:

1. Approve releasing the RFP on or after June 10, 2016
 - a) Consistent with prior Board discussions
 - b) Including changes to RFP discussed today

2. Approve Administrative Rule filing (as temporary rules, effective immediately)

3. Delegate to staff the authority to:
 - a) Clarify the RFP as needed, including releasing RFP addenda
 - b) Amend the RFP timeline as needed based on addenda, number of proposals received, Selection Committee members' schedules, and other business reasons

DIVISION 5

PROCUREMENT AND CONTRACTING FOR BENEFIT PLANS AND SERVICES

111-005-0010

Policy

The policy of the Oregon Educators Benefit Board (OEBB) is to select eContractors and eConsultants in an expeditious, fair, and efficient manner that is consistent with the goal of delivering high-quality benefits and other services at a cost that is affordable to the Eligible Employees, Dependents, Eligible Domestic Partners, and Eligible Early Retirees~~Early Retirees and their Dependents and Educational Entities~~, and meets the requirements of ORS 243.866. The Board may enter into more than one eContract for each type of bBenefit pPlan or other service sought.

111-005-0015

Renewal, Screening and Selection for Benefits, Vendor and Personal Services Contracts

(1) The Board is charged with the obligation of obtaining Benefit Plans ~~to provide Benefits to for~~ Eligible Employees, Dependents, Eligible Domestic Partners, and Eligible Early Retirees ~~and their Dependents~~. Oregon Administrative Rules (OARs) 111-005-0040 through 111-005-0080 set forth the screening, selection, and renewal ~~process~~processes to be used for all such Benefit Plans ~~s-contracts~~. The Board has sole authority ~~for procuring to procure~~ all bBenefits PPlans and services contemplated by ORS 243.860 through ORS 243.886.

(2) Except as provided in OARs 111-005-00~~2~~40 through 111-005-0080, the Board adopts the DOJ model public contract rules in OAR 137, division 46 (General Provisions Related to Public Contracting) and division 47 (Public Procurements for Goods or Services), ~~effective June 15, 2010,~~ as the contracting rules that shall apply to its ~~procurements for Benefit Plan~~ eContracts.

~~(3) The Board adopts the DOJ model public contract rules in OAR 137, division 46 (General Provisions Related to Public Contracting) and division 47 (Public Procurements for Goods or Services), effective April 15, 2011, as the contracting rules that shall apply to its procurements for vendor and personal service contracts within the Board's contracting authority.~~

111-005-0020

Definitions

For the purposes of OARs 111-005-0010, ~~111-005-0015 and 111-005-0040~~ through 111-005-0080 the following definitions will apply:

(1) "Apparent successful proposer" or "ASP" means the organization selected as a result of a competitive and completed pProcurement process.

(2) "Bid" means a competitive document, binding on the Proposer and submitted in response to an Invitation to Bid.

(3) "Bidder" means a Person submitting a proposal in response to an ITB.

(4) "Competitive Range" means the group of Proposers or Bidders responding to a Procurement that has Proposals or Bids that score higher based on the Procurement's evaluation criteria than the remaining Proposers or Bidders in some meaningful way. Proposers or Bidders who are determined to be in a Competitive Range may also be referred to as finalists.

~~(5)~~ "Consultant" means brokers or other advisory personnel hired by the Board to:

(a) Assist in acquiring adequate ~~b~~Benefit ~~p~~Plan coverage for ~~e~~Eligible Employees, Dependents, Eligible Domestic Partners, and Eligible Early Retirees. ~~Educational Entity Employees, Early Retirees and their Dependents;~~

(b) Assist in the study of all matters connected with the provision of adequate ~~b~~Benefit ~~p~~Plan coverage for Eligible Employees, Dependents, Eligible Domestic Partners, and Eligible Early Retirees; ~~eligible Educational Entity Employees, Early Retirees and their Dependents;~~

(c) Assist in the development and implementation of decision-making processes;

(d) Design and implement additional programs to review, monitor and assist in ~~health~~the improvement for Eligible Employees, Dependents, Eligible Domestic Partners, and Eligible Early Retirees; ~~of eligible Educational Entity Employees, Early Retirees and their Dependents health;~~ and

(e) Provide other services as required by the Board.

~~(63)~~ "Contractor" means an individual or firm who provides services to the Board under a public contract.

~~(74)~~ "Emergency" means circumstances that:

(a) Could not have been reasonably foreseen;

(b) Create a substantial risk of loss, damage or interruption of Benefit Plans or other services or a substantial threat to property, public health, welfare or safety; and

(c) Require prompt execution of a contract to remedy the condition.

~~(85)~~ "Extensive ~~p~~Procurement" means the process of soliciting ~~p~~Proposals and ~~b~~Bids and selecting a ~~e~~Contractor for services amounting to \$150,000 and over.

~~(96)~~ "Intermediate ~~p~~Procurement" means the process of soliciting ~~p~~Proposals and ~~b~~Bids and selecting a ~~e~~Contractor for services amounting to under \$150,000 but over ~~\$105~~,000.

~~(10)~~ "Invitation to Bid" or "ITB" means all documents, whether attached or incorporated by reference, used for soliciting bids.

~~(11)~~ "OEBB" or "the Board" refers to the Board or other Persons or groups the Board delegates authority to for all or part of the Solicitation process.

~~(127)~~ "ORPIN" means the Oregon Procurement Information Network, an online service operated by the Department of Administrative Services that displays ~~p~~Procurements and contracts issued by the state of Oregon's agencies.

~~(138)~~ "Person" means a natural person capable of being legally bound, a sole proprietorship, a corporation, a partnership, a limited liability company or partnership, a limited partnership, a for-profit or nonprofit unincorporated association, a business trust, two or more persons having a joint or common economic interest, any other person with legal capacity to contract or a public body.

~~(14)~~ "Procurement" means the action of obtaining goods or services under a public contract.

~~(159)~~ "Proposal" means a competitive document, binding on the ~~p~~Proposer and submitted in response to a ~~Request for Proposa~~RFP.

~~(160)~~ "Proposer" means a Person submitting a proposal in response to a ~~Request for Proposal~~RFP.

(174) "Renewal eContractor" means a contractor or consultant who provided the same or similar employee benefit plan or other services under a contract with the Board in the plan year immediately prior. Renewal Contractors may include, but are not limited to, an insurer proving a fully insured plan one year and administering a self-insured plan the next year.

(182) "Request for Proposal" or "RFP" means all documents, whether attached or incorporated by reference, used for soliciting proposals.

(193) "Responsible pProposer" means a pPerson who meets the standards of responsibility described in OAR 111-005-0055.

(204) "Responsive pProposal" means a pProposal that substantially complies with the request for proposals RFP and all prescribed Procurement procedures and requirements.

(215) "Selection eCommittee" means the group of individuals appointed by the Board Chair or approved by the Board to review, evaluate and score pProposals received as part of an intermediate or extensive procurement.

(22) "Single Point of Contact" or "SPC" means the designated OEGB staff or designee that serves as the official point of contact between OEGB and interested Proposers, ASPs, or Contractors.

(234) "Small procurement" means the process of securing eContractors or eConsultants for services amounting to \$5,000 or less.

(247) "Sole source" means the only eContractor or eConsultant of a particular product or service reasonably available.

(25) "Solicitation" generally refers to the methods used to request goods or services through a competitive process, including Requests for Proposals, Invitations to Bid, and other methods used under Intermediate or Extensive Procurements.

111-005-0040

Extensive Procurement Process

The Board will use the following procedure for Extensive Procurements, except as provided for under OAR 111-005-0046 or 111-005-0048.

(1) Announcement. The Board will post solicitation notices for benefits Plans or services on via the Oregon Procurement and Information Network (ORPIN). The Board may also post solicitation notices for benefit Plans or services in trade periodicals or newspapers of general or specialized circulation. The solicitation notice will include a description of the benefits Plans or services sought, the scope of the services required, evaluation and selection criteria, and a description of any special requirements. The notice will invite qualified prospective proposers to submit proposals. The notice will specify when and where to obtain the RFP, where to return the proposal, the method of submission, and the closing date.

(2) No remuneration will be offered to prospective proposers for attendance, travel, document preparation, etc. Unless otherwise specified in the RFP.

(3) Pre-proposal conference. Unless otherwise specified in the RFP, the pre-proposal conference will:

(a) Be voluntary; and

(b) Be held in Salem, Oregon.

(4) RFP protest of RFP specifications; request for change; or request for clarification.

(a) Protest of RFP specifications.

(A) A pProposer may deliver a protest to ~~the Board~~ the SPC not less than ten calendar days prior to closing, unless otherwise specified in the RFP.

(B) ~~Proposer pP~~rotests must be in writing and must include:

(i) A detailed statement of the legal and factual grounds for the protest;

(ii) A description of the resulting prejudice to the pProposer; and

(iii) A statement of the desired changes to the RFP.

~~(C) The Board will not consider a proposer's protest after the submission deadline.~~

~~(C)~~ The Board OEBB will provide notice to the applicable entity protestor if it entirely rejects a protest. If the Board OEBB agrees with the entity's protest, in whole or in part, the Board it will issue an addendum reflecting its determination under OAR 137-030-0055 and 137-047-0430 or cancel the solicitation under 137-030-0115.

~~(D#)~~ If OEBB the Board receives a written protest ~~from a proposer according to that meets~~ this rule's requirements, the closing may be extended if the Board OEBB determines an extension is necessary to consider the protest and to issue any addendum to the RFP.

(b) Request for change.

(A) A pProposer may submit a written request ~~in writing a to~~ change to the RFP specifications, unless otherwise specified in the RFP. If the RFP allows ~~a proposer to make a request~~ s for changes and does not specify otherwise, pProposer must deliver the written request for change to the SPC-Board not less than ten calendar days prior to closing.

(B) A ~~proposer's written~~ request for change must include a statement of the requested changes to the RFP specifications as well as, including the reason for the requested change.

~~(C) The Board will not consider a proposer's request for change after the submission deadline.~~

~~(C)~~ The Board OEBB will provide notice to the applicable entity requestor if it entirely rejects a change. If the Board OEBB agrees with the entity's request for change, in whole or in part, the Board OEBB will issue an addendum reflecting its determination under OAR 137-030-0055 and 137-047-0430 or cancel the sSolicitation under 137-030-0115.

~~(D#)~~ If the Board OEBB receives a written request for ~~a change from a proposer according to that meets~~ this rule's requirements, closing may be extended if the Board OEBB determines an extension is necessary to consider the request and to issue any addendum to the RFP.

(c) Request for clarification.

(A) A pProposer may submit a written request ~~in writing for~~ clarification of the RFP specifications, unless otherwise specified in the RFP. If the RFP allows ~~a proposer to make a request~~ for clarification and does not specify otherwise, a pProposer must deliver the written request for clarification to the SPC-Board not less than ten calendar days prior to closing.

(B) A pProposer may request that the Board OEBB clarify any provision of the RFP.

~~(C) The Board will not consider a proposer's request for clarification after the submission deadline. The Board's clarification to a proposer, whether orally or in writing, does not change the RFP and is not binding on the Board unless the Board amends the RFP by addendum.~~

(54) Addenda to an RFP following a protest of RFP specifications, an appeal or request for change, or request for clarification.

(a) Issuance; receipt. ~~The Board~~OEBB may change an RFP only by written addenda. A pProposer must provide written acknowledgement of receipt of all issued addenda with its pProposal, unless ~~the Board~~ otherwise specifies in the addenda specified in the RFP.

(b) Notice and distribution. The RFP must specify how ~~the Board~~OEBB will provide notice of addenda and ~~how the Board~~ will make the addenda available.

(c) Timelines; extensions. ~~The Board~~OEBB will issue addenda within a reasonable time to allow prospective potential pProposers to consider the addenda in preparing their pProposals. ~~The Board~~OEBB may extend the closing if ~~the Board~~it determines prospective potential pProposers need additional time to review and respond to addenda. ~~The Board~~OEBB will not issue addenda less than 72 hours before the closing unless an addendum also extends the closing, except to the extent required by public interest.

(d) Request for change or protest. A potential pProposer may submit a written request for change or protest to the addendum by the close of ~~the Board's~~OEBB's next business day after issuance of the addendum, unless ~~a different deadline is set forth in~~ otherwise specified in the addendum.

(65) Submission. All Proposals ~~submitted~~ must comply with the ~~procurement~~ RFP's specifications.

(a) If portions of ~~the p~~Proposal ~~to any solicitation~~ are deemed unacceptable or non-responsive to the RFP's specifications ~~of the solicitation~~, the pProposal will be deemed non-responsive and will not be given further evaluation or consideration, unless a clarification of portions of the Proposal is required to determine if it meets the RFP's specifications - If a pProposal ~~to any solicitation~~ is delivered late, it will be deemed non-responsive ~~to the specification of the solicitation~~, will not be given further evaluation or consideration, and will be returned to the pProposer unopened.

(b) Submission of pProposals must be in written hard copy or electronic format and must be delivered, ~~as required by~~ according to the RFP's specifications ~~of the solicitation~~. OEBB is not responsible for unreadable or incomplete electronic transmissions ~~of proposals~~ or for electronic transmissions that are not received by the SPC or designated OEBB recipient ~~designee as specified in the RFP~~ by the closing date and time stated in the RFP.

(76) Evaluation. ~~The Selection Committee will evaluate p~~Proposals will be evaluated only in accordance with the criteria set forth in the RFP and applicable law. OEBB staff, Consultants, or other persons designated by OEBB ~~The Selection Committee and/or Consultants will may~~ provide their recommendations to the Board on determining the Competitive Range and selecting the apparent successful proposer ASP(s).

(87) Rejection of pProposal. ~~The Board~~OEBB may reject any pProposal for good cause and deem it as non-responsive upon written finding that it is in the best interest of Eligible Employees, Dependents, Eligible Domestic Partners, and Eligible Early Retirees states', Educational Entities', or Employees, Early Retirees and their Dependents' interest to do so or acceptance of the pProposal may impair the integrity of the procurement RFP process. ~~The Board~~OEBB will notify the pProposer of the rejection ~~of the proposal~~ in writing and provide the good cause justification and finding. OEBB is not liable to any Proposer for any loss or expense caused by or resulting from any rejection, cancellation, delay or suspension. Without limiting the generality of the foregoing, ~~the Board~~OEBB may reject any Proposal upon OEBB's finding that the Proposal:

(a) Is contingent upon OEBB's acceptance of terms and conditions (including the RFP Specifications and requirements) that differ from the RFP;

(b) Takes exception to terms and conditions set forth in the RFP;

(c) Attempts to prevent public disclosure of matters in contravention of the terms and conditions of the RFP or in contravention of applicable law;

- (d) Offers services that fail to meet the RFP's specifications of the RFP or requirements;
- (e) Is late;
- (f) Is not in substantial compliance with the RFP;
- (g) Is not in substantial compliance with all prescribed pProcedure procedures;
- (h) Is from a Proposer that has been debarred as set forth in ORS 279B.130;
- (i) Has failed to provide the certification of non-discrimination ~~required~~ described under ORS 279A.110(4); or
- (j) Is from a Proposer found non-responsible as described in OAR 111-005-0055.

~~(98)~~ Intent to award, discuss, or negotiate. After the protest period provided in subsection ~~(43)~~(a) expires, or after ~~the Board~~OEBB has provided a final response to any protest, whichever date is later, ~~the Board~~OEBB may engage in discussions and negotiations with pProposers in the eCompetitive rRange.

~~(109)~~ Discussions and negotiations. If ~~the Board~~OEBB ~~chooses to enter~~ enters into discussions and negotiations with the Proposers in the eCompetitive rRange, ~~it the Board~~ will proceed as follows:

(a) Initiating discussions. ~~The Board~~OEBB must initiate oral or written discussions and negotiations with all of the pProposers in the eCompetitive rRange ~~regarding their proposals~~.

(b) Conducting discussions. ~~The Board~~OEBB may conduct discussions and negotiations with each pProposer in the eCompetitive rRange as necessary to fulfill the purposes of this section, but need not conduct the same amount of discussions or negotiations with each pProposer. ~~The Board~~OEBB may terminate discussions and negotiations with any pProposer in the eCompetitive rRange at any time. ~~All proposers in the competitive range will be offered the opportunity to discuss their proposals with the Board before the Board notifies proposers of the award decisions.~~ In conducting discussions, ~~the Board~~OEBB and ~~any designated representatives~~ its designees:

(A) Will treat all pProposers fairly and will not favor any pProposer over another.

(B) Will not discuss pProposers' pProposals with any other pProposers, ~~and will maintain all proposals as confidential documents to the extent permitted by the Public Records Law.~~

~~(C) Will not divulge the name of the proposers or the content of the proposals until cost negotiations are complete or an apparent successful proposer has been announced.~~

~~(CD)~~ Will determine whether other factors ~~such as, including but not limited to,~~ Oregon residency of the primary business office and pProposer demonstration of services and products, will be used to determine the ~~apparent successful proposer~~ASP, if a tie between pProposers occurs. OEBB may consider any factors that it deems are in the public interest.

(c) At any time during the period allowed for discussions and negotiations, ~~the Board~~OEBB may:

(A) Continue discussions and negotiations with a particular pProposer or pProposers; or

(B) Terminate discussions with a particular pProposer and continue discussions with other pProposers in the eCompetitive rRange.

(d) ~~The Board~~OEBB may continue discussions and negotiations with pProposers until determining who will be awarded contracts.

(119) Notice of intent to award. ~~The Board~~OEBB will provide written notice to all ~~p~~Proposers of ~~its~~ intent to award the contract or contracts resulting from the RFP, unless otherwise ~~provided-specified~~ in the RFP. ~~The Board's~~OEBB's award will not be final until the later of the following:

(a) Seven calendar days after the date of the notice, unless the RFP provided a different period for protest; or

(b) ~~The Board's~~OEBB's written response to all timely filed protests that denies the protests and affirms the award.

(124) Right to protest award. An adversely affected or aggrieved ~~p~~Proposer may submit ~~to the Board~~ a written protest of the ~~Board's~~ intent to award to the SPC. The protest must be made within seven calendar days after issuance of the notice of intent to award the contract, unless otherwise specified in the RFP.

(a) The ~~proposer's~~ protest must be in writing and must specify the grounds upon which the protest is based.

(b) A ~~p~~Proposer is adversely affected or aggrieved only if the Proposer would be eligible to be awarded the contract in the event that the protest were successful, and the reason for the protest is that:

(A) All higher ranked Proposals are nonresponsive;

(B) OEBB has failed to conduct the evaluation of Proposals in accordance with the criteria or processes described in the RFP;

(C) OEBB has abused its discretion in rejecting the protestor's Proposal as nonresponsive; or

(D) OEBB's evaluation of Proposals or OEBB's subsequent determination of award is otherwise in violation of OEBB's rules or ORS 243.860 to 243.886.

(c) ~~The Board~~OEBB will not consider a protest submitted after the time period specified in this ~~section-rule~~ or after the time period a different period if provided specified in the RFP, if different than the time period specified in this rule.

(d) ~~The Board, OEBB staff, or their designee e-Board Chair, or designee,~~ has the authority to settle or resolve a written protest meeting the submission requirements of this rule.

(e) If a protest is not settled, the Board, ~~OEBB staff, or their designee -Chair, or designee,~~ will promptly issue a written decision on the protest. Judicial review of this decision will be available only as if provided by statute.

(132) Award of contracts. ~~The Board~~OEBB will approve the ~~apparent successful proposer~~ASP(s), taking into consideration any recommendations made by OEBB staff, Consultant, or designees and based on the Selection Committee and/or Consultants recommendation and the evaluation criteria included in OAR 111-002-0005(3) and the RFP. Selection criteria may include, including, but is not limited to, ~~e~~C contractor or ~~e~~C consultant availability; capability; experience; approach; compensation requirements; financial standing; previous litigation and remedy applied; customer service history with ~~the~~ OEBB and the, members and customers it serves~~clients~~; debarment status; and references.

~~(13) Confidentiality: Until after the notice of intent to award and contract is issued, Proposals are not required to be open for public inspection, and OEBB shall in good faith seek to protect Proposals from disclosure under ORS 192.502(4) as a confidential submission or under other applicable exemptions from disclosure. There will be no public opening of proposals. OEBB will not disclose the content of proposals, the number of proposals submitted, or the names of the proposers that submitted proposals until after the notice of intent to award. That information may then be obtained by means of a "Public Records Request" submitted to OEBB. The Intent to Award letter sent to each individual proposer will include the name of the Apparent Successful Proposer and the name and ranking of each proposer that ranked higher than the individual proposer receiving the Intent to Award letter. After the notice of intent to award and contract is issued, OEBB may withhold from disclosure to the public, materials included in a Proposal that are exempt or conditionally exempt from disclosure under ORS 192.501 or 192.502.~~

(144) Contract. The ~~successful proposer~~ ASP(s) must promptly execute the contract after the award is final and all contractual terms and conditions have been negotiated and agreed upon, consistent with any timeline(s) included in the RFP. The Board Chair, or designee OEBB, will execute the contract only after it has obtained all applicable required documents and approvals. ~~and contractor signatures.~~

111-005-0042

Intermediate Procurement Process

~~Except as provided under OAR 111-005-0046 or 111-005-0048, OEBB will use the following procedure for an intermediate procurement.~~ the Board will use the following procedure except as provided for under OAR 111-005-0046 or 111-005-0048.

(1) ~~Announcement~~ Selection procedure. OEBB will contact a minimum of three Proposers known to OEBB to be qualified to provide the work and services sought.

~~The Board will post solicitation notices for benefits via the Oregon Procurement and Information Network (ORPIN). The Board may also post solicitation notices for benefits in trade periodicals or newspapers of general or specialized circulation. The notice will include a description of the benefits or services sought, the scope of the services required, and a description of any special requirements. The notice will invite qualified prospective proposers to submit proposals. The notice will specify when and where to obtain the RFP and return the proposal and the closing date.~~

(2) Submission. All ~~submitted~~ pProposals must comply with the ~~RFP's~~ OEBB's specifications for the Intermediate Procurement. If portions of the ~~p~~Proposal ~~to any solicitation~~ are deemed unacceptable or non-responsive to the specifications ~~of the solicitation~~, the ~~P~~proposal ~~may~~ will be deemed non-responsive. OEBB may give the Proposer an opportunity to submit a responsive Proposal. ~~and will not be given further evaluation or consideration. If a proposal to any solicitation is delivered late, it will be deemed non-responsive to the specification of the solicitation and will be returned to the proposer unopened.~~

~~(a) Submission of pProposals must be in written hard copy or electronic format and delivered as required by.~~ meet the specifications for the Intermediate Procurement. ~~of the solicitation.~~ OEBB is not responsible for unreadable or incomplete electronic transmissions ~~of proposals~~ or for electronic transmissions that are not received by ~~the designated~~ OEBB recipient by the closing date and time stated in the RFP OEBB.

~~(b) The proposal from the prospective proposer will describe the proposer's credentials, performance data and other information sufficient to establish proposer's qualifications for providing the benefits sought and all other information requested in the RFP.~~

~~(3) Opening. There will be no public opening of proposals. OEBB will not disclose the content of proposals, the number of proposals submitted, or the names of the proposers that submitted proposals until after the notice of intent to award. That information may then be obtained by means of a "Public Records Request" submitted to OEBB. The Intent to Award letter sent to each individual proposer will include the name of the Apparent Successful Proposer and the name and ranking of each proposer that ranked higher than the individual proposer receiving the Intent to Award letter.~~

(34) Evaluation. ~~OEBB~~ The Selection Committee will evaluate ~~p~~Proposals ~~only~~ in accordance with criteria set forth in the RFP and applicable law Intermediate Procurement. ~~The Selection Committee and/or Consultants will provide their recommendations to the Board on the apparent successful proposer(s).~~

(45) Discussions and negotiations. ~~If the Board~~ OEBB chooses to enter into discussions and negotiations with a the pProposer under this Intermediate Procurement procedures, ~~the Board~~ OEBB will do so consistent with 111-005-0010.:

~~(a) Will treat all proposers fairly and will not favor any proposer over another.~~

~~(b) Will not discuss proposers' proposals with any other proposers and will maintain all proposals as confidential documents.~~

~~(c) Will not divulge the name of the proposers or the content of the proposals until cost negotiations are complete.~~

~~(d) Will determine whether other factors, including but not limited to, Oregon residency of the primary business office and proposer demonstration of services and products, will be used to award the contract.~~

~~(56) Notice of intent to award. The Board OEBB will provide written notice to all pProposers under an Intermediate Procurement of its intent to award the contract, unless otherwise provided in the RFP. The Board's award will not be final until the later of the following:~~

~~(a) Seven calendar days after the date of the notice, unless the RFP provided a different period for protest; or~~

~~(b) The Board's written response to all timely filed protests that denies the protests and affirms the award.~~

~~(67) Right to protest award. An adversely affected or aggrieved pProposer may submit to the Board OEBB a written protest of OEBB's the Board's intent to award. The protest must be made within seven calendar days after issuance of the notice of intent to award the contract, unless otherwise specified in the RFP by OEBB.~~

(a) The pProposer's protest must be in writing and must specify the grounds upon which the protest is based.

(b) A pProposer is adversely affected or aggrieved only if:

(A) the pProposer is eligible for award of the contract as a responsible pProposer; and

(B) the Board OEBB committed a substantial violation of a provision in the RFP's Intermediate Procurement procedure or of an applicable procurement statute or administrative rule.

(c) OEBB The Board will not consider a protest submitted after the time period specified in this section or a different period if provided in the specifications of the Intermediate Procurement RFP.

(d) The Board Chair, OEBB staff, or their designee, has the authority to settle or resolve a written protest meeting the submission requirements of this rule.

(e) If a protest is not settled, the Board Chair, OEBB staff, or their designee, will promptly issue a written decision on the protest. Judicial review of this decision will be available if provided by statute.

~~(8) Award of contracts. The Board will approve the apparent successful proposer(s) based on the evaluation the Selection Committee and/or Consultant recommendation and the criteria included in OAR 111-002-0005(3) and the RFP including, but not limited to, contractor availability; capability; experience; approach; compensation requirements; previous litigation and remedy applied; customer service history with the OEBB, members and clients; debarment status; and references. The Board will place emphasis on employee choice among high-quality plans, plan performance and information, a competitive marketplace, employer flexibility in plan design and contracting, quality customer service, creativity and innovation and the improvement of employee health.~~

~~(9) Confidentiality: Until after the notice of intent to award and contract is issued, Proposals are not required to be open for public inspection, and OEBB shall in good faith seek to protect Proposals from disclosure under ORS 192.502(4) as a confidential submission or under other applicable exemptions from disclosure. After the notice of intent to award and contract is issued, OEBB may withhold from disclosure to the public, materials included in a Proposal that are exempt or conditionally exempt from disclosure under ORS 192.501 or 192.502.~~

(10) Contract. The successful pProposer must promptly execute the eContract after the award is final. The Board Chair, or designee, will execute the eContract only after it has obtained all applicable required documents and approvals, and contractor signatures.

~~(11) An amendment for additional services shall not increase the total contract cost to a sum that is greater than twenty-five percent of the original contract cost.~~

111-005-0044

Small Procurement Process

For a sSmall pProcurement, OEBB may procure eContractor services in any manner it deems practical, including by direct selection, negotiation and award.

~~(1) The Board Chair delegates authority to the OEBB Administrator and Deputy Administrator to enter into contracts on behalf of the Board.~~

(12) Award of eContracts. ~~OEBB The OEBB Administrator or Deputy Administrator~~ will base selections on evaluation criteria which may include, but is not limited to, contractor availability; capability; experience; approach; compensation requirements; previous litigation and remedy applied; customer service history with the OEBB, members and clients; debarment status; and references. Emphasis will be placed on quality customer service, creativity, affordability, and innovation and the improvement of employee health.

(23) Contract. The selected eContractor must promptly execute the eContract. ~~The OEBB Administrator or Deputy Administrator~~ will execute the eContract only after obtaining all applicable required documents and approvals. ~~and contractor signatures.~~

(34) An amendment for additional services shall not increase the total contract cost to a sum that is greater than twenty-five percent of the original contract cost.

111-005-0046

Sole Source Procurement Process

~~The Board~~OEBB may award a eContract for Benefits-Benefit Plans or services without competition when ~~the Administrator of~~ OEBB determines in writing that the Benefit Plans or services are available from only one source, or the eContractor is defined as a Qualified Rehabilitation Facility as defined in Oregon's pPublic eContracting eCode.

(1) The determination of a sSole sSource Procurement must be based on written findings that may include, but are not limited to, the following:

(a) That the efficient utilization of existing Benefit Plans or services requires the acquisition of compatible services;

(b) That the Benefit Plans or services required for the exchange of software or data with other public or private agencies are available from only one source;

(c) That the Benefit Plans or services are for use in a pilot or an experimental project; or

(d) Other findings that support the conclusion that the goods or services are available from only one source.

(2) To the extent reasonably practical, OEBB shall negotiate with the sole source organization or Person to obtain eContract terms advantageous to OEBB.

(3) Contract. The single-sole source provider-organization or Person must promptly execute the eContract after the award is final. ~~The Board Chair, or designee, OEBB~~ will execute the eContract only after it has obtained all applicable required documents and contractor signaturesapprovals.

111-005-0047

Renewal Process

~~(1) If the Board does not issue an RFP or Single Source procurements to solicit formal proposals from qualified potential Contractors or Vendors, the Board may directly negotiate and enter into renewal contracts each plan year with renewal contractors to provide Benefits and other services without following the procedures set forth in sections 111-005-0040.~~

~~Renewal process. (2) The Board OEBB may renew eContracts with renewal e Contractors for as many years as the Board OEBB determines is in the best interest of the state, Eligible Employees, Dependents, Eligible Domestic Partners, and Eligible Early Retirees. Educational Entities and Employees, Early Retirees and their Dependents.~~

~~(3) The Board OEBB may invite renewal pProposals from those Contractors or Vendors who provided the same or similar employee-Benefit Plans or other services in the year immediately prior. A n-employee Benefit Plan or other services eContract is similar if it is reasonably related to the scope of work described in the pProcurement under which such a eContract was awarded.~~

111-005-0048

Emergency Contract ~~Process~~ Procedure

~~The Board OEBB may select a eContractor to provide bBenefits Plans or services without following any of the procedures under OAR 111-005-0040, 111-005-0042, 111-005-0044, or 111-005-0046 when required by eEmergency. The Board OEBB will determine if an eEmergency exists, declare the eEmergency, and negotiate a eContract with the eContractor based on the following criteria: eContractor availability; capability; experience; approach; compensation requirements; previous litigation and remedy applied; customer service history with the OEBB, members and clients; debarment status; and references. The Board OEBB will place emphasis on employee choice among high-quality plans, plan performance and information, a competitive marketplace, employer flexibility in plan design and contracting, quality customer service, creativity, affordability, and innovation and the improvement of employee health.~~

111-005-0050

Mistakes

(1) Treatment of mistakes. If ~~the~~ OEBB discovers certain mistakes in a pProposal before award of the eContract, and the mistakes are not identified as those qualifying as non-responsive to the specifications of the pProcurement, ~~the~~ OEBB may take the following action:

(a) Waive or permit a pProposer to correct a minor informality. A minor informality is a matter of form rather than substance that is evident on the face of the pProposal, or an insignificant mistake that can be waived or corrected without prejudice to other pProposers. Mistakes including, but not limited to, signatures not affixed to the pProposal document, pProposals sent to the incorrect address, insufficient number of pProposals submitted, or incorrect format will not be considered minor.

(b) Correct a clerical error if the intended pProposal and the error are evident on the face of the pProposal, or other documents submitted with the pProposal, and the pProposer confirms the correction in writing. A clerical error includes, but is not limited to, a pProposer's error in transcribing its pProposal.

(2) Rejection for mistakes. OEBB may reject any pProposal in which a mistake is evident on the face of the pProposal and the intended correct pProposal is not evident or cannot be substantiated from documents accompanying the pProposal. In order to ensure integrity of the competitive pProcurement process and to assure fair treatment of pProposers, mistakes discovered that are contrary to the specifications of the pProcurement will be carefully reviewed and will be determined, under sole authority of ~~the~~ OEBB, to be waived or not be waived.

(3) If ~~the~~ OEBB discovers mistakes in the pProposal after award, and the mistakes are not considered minor, ~~the~~ Board OEBB reserves the right to determine if the award will be revoked. ~~The Board OEBB~~ will then re-evaluate pProposals deemed to be in second, third, fourth, etc., in the standings.

111-005-0055

Responsible Proposer

- (1) Before awarding a Contract, ~~the Board OEGB must have information that indicates~~ establish that the Proposer meets the applicable standards of responsibility. OEGB shall prepare a written determination of non-responsibility for a Proposer if OEGB determines that the Proposer does not meet the standards of responsibility.
- (2) In determining whether a Proposer has met the standards of responsibility, OEGB shall consider whether a Proposer:
 - (a) Has available the appropriate financial, material, equipment, facility and personnel resources and expertise, or has the ability to obtain the resources and expertise, necessary to meet all contractual responsibilities.
 - (b) Completed previous contracts of a similar nature with a satisfactory record of performance. For purposes of this paragraph, a satisfactory record of performance means that to the extent that the costs associated with and time available to perform a previous contract remained within the Proposer's control, the Proposer stayed within the time and budget allotted for the procurement and otherwise performed the contract in a satisfactory manner. OEGB shall document the Proposer's record of performance if OEGB finds under this paragraph that the Proposer is not responsible.
 - (c) Has a satisfactory record of integrity. ~~OEGB~~ in evaluating the Proposer's record of integrity, OEGB may consider, among other things, whether the Proposer has previous criminal convictions for offenses related to obtaining or attempting to obtain a contract or subcontract or in connection with the Proposer's performance of a contract or subcontract. OEGB shall document the Proposer's record of integrity if OEGB finds under this paragraph that the Proposer is not responsible.
 - (d) Is legally qualified to contract with OEGB.
 - (e) Supplied all necessary information in connection with the inquiry concerning responsibility. If a Proposer fails to promptly supply information concerning responsibility that OEGB requests, OEGB shall determine the Proposer's responsibility based on available information or may find that the Proposer is not responsible.
 - (f) Was not debarred by OEGB in accordance with ORS 279B.130.
- (3) OEGB may refuse to disclose outside of OEGB confidential information furnished by a Proposer under this section when the Proposer has clearly identified in writing the information the Proposer seeks to have treated as confidential and OEGB has authority under ORS 192.410 to 192.505 to withhold the identified information from public disclosure.

111-005-0080

Contract Amendments

OEGB may amend a eCContract without additional competition in any of the following circumstances:

- (1) The amendment is within the scope of the underlying pPProcurement ~~as described in RFP, the sole source determination, or special procurement (the "Procurement Document"). An amendment is not within the scope of the procurement if the Agency determines that if it had described the changes to be made by the amendment in the Procurement Document, it would likely have increased competition or affected award of the contract.~~
- (2) These rules otherwise permit OEGB to award a eCContract without competition for the goods or services to be procured under the amendment.
- (3) The amendment is necessary to comply with a change in law that affects performance of the eCContract.
- (4) The amendment results from renegotiation of the terms and conditions, including the contract price, of a eCContract and the amendment is advantageous to OEGB, subject to all of the following conditions:

(a) The work or Sservices to be provided under the amended eCContract are the same as the work or Sservices to be provided under the unamended eCContract.

(b) OEBC determines that ~~with all things considered~~, the amended eCContract is at least as favorable to OEBC as the unamended eCContract.

(c) The amended eCContract does not have a total term greater than allowed in the underlying Procurement ~~Document~~ after combining the initial and extended terms.



Special Projects Consultant RFP

June 7, 2016

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Contracts Coordinators



Background

In 2008, the Oregon Educators Benefit Board (OEGB) conducted a Request for Proposals (RFP) for consulting services, selecting Watson Wyatt (*now* Willis Towers Watson) as its consultant. In 2014, OEGB and the Public Employees’ Benefit Board (PEBB) conducted a joint RFP for consulting services, which resulted in OEGB and PEBB selecting different Consultants (OEGB continued contracting with Willis Towers Watson).

Since its original contract with Willis Towers Watson, OEGB has tasked its consultant with a number of projects that have either been delegated to other practice groups within Willis Towers Watson or subcontracted (i.e. Dependent Eligibility Verification and certain member education materials). Similarly, PEBB has also tasked its consultant with a number of projects that have either been delegated to other practice groups within it or subcontracted.

Due to the number and type of projects that have been delegated or subcontracted by both OEGB and PEBB’s respective consultants over the years, both OEGB and PEBB are interested in conducting a joint competitive procurement for these types of projects to see where the current market is for these services. The purpose of this Special Projects Consultant RFP discussion is to ask the Board to approve the following staff recommendations:

- OEGB and PEBB staff will jointly develop and release a Special Projects Consultant RFP;
- Authority to review, score, and select proposals is delegated to OEGB staff; and,
- Authority to negotiate the contract with the RFP’s Apparent Successful Proposer (ASP) is delegated to OEGB staff.

Discussion

OEGB and PEBB staff have identified a number of special projects or categories of work that are likely to be needed by one or both programs in the future. For each special project or category of work, staff is interested in knowing which consulting firms provide the work directly, what the range of costs are for the various consulting firms, and whether there is a consulting firm out there that provides all or most of the identified special projects. The table below summarizes the special projects and categories of work identified so far.

Special Projects Identified

The table below summarizes the special projects and categories of work identified so far.

Project Type	Business Need
Auditing	The following auditing projects have been identified: <ul style="list-style-type: none"> ➤ OEGB is interested in seeing benefit plan audit proposals, particularly with a Medical RFP being released soon, and ➤ Both OEGB and PEBB are interested in seeing eligibility audit proposals (i.e. Dependent Eligibility Verification)

Project Type	Business Need
IT Consulting	<p>OEBB and PEBB staff have already started discussing a future eligibility and enrollment system RFP (for MyOEBB and pebb.benefits). Both programs are interested in seeing proposals for large IT system purchase/build consulting work that could include:</p> <ul style="list-style-type: none"> ➤ Security assessments and audits ➤ RFP related project management and quality assurance reviews
Member Communications	<p>OEBB and PEBB are interested in seeing what communication and education tools and related services are offered, particularly for Open Enrollment related information materials.</p>
Personal Health Assessment (PHA) Administration	<p>OEBB and PEBB are interested in seeing what PHA administration services are offered, how much they cost, and what types of customization are available.</p>
Regulatory Reporting	<p>The following regulatory reporting projects have been identified:</p> <ul style="list-style-type: none"> ➤ PEBB is subject to Governmental Accounting Standards Board (GASB) Other Post Employment Benefits (OPEB) Reporting every two years, and ➤ PEBB is subject to annual Affordable Care Act (ACA) 1095 reporting and filing

Pros and Cons

Pursuing a joint Special Project Consultant RFP has numerous benefits and few drawbacks. One benefit is that the RFP’s resulting contract will not commit OEBB or PEBB to spend any funds. Rather, the RFP will result in a master contract (sometimes referred to as a work order contract) that allows OEBB and PEBB to enter into an agreement with the contractor on a per project basis. Another benefit is that the RFP will result in OEBB and PEBB having the same contractor for this potential future work. PEBB and OEBB staff have committed to structuring the RFP so that both programs will have the same contractor coming out of this RFP. This will allow both programs to align on some of the projects identified above and perhaps see more competitive pricing. Another benefit is that this RFP will give both OEBB and PEBB more flexibility for these types of projects in the future.

The primary drawback of pursuing this RFP is that it will take substantial staff resources to draft the RFP, administer the RFP, review and score proposals, negotiate the resulting contract, and administrator that contract going forward. Due to OEBB and PEBB’s business needs, the numerous benefits of pursuing this RFP, and the fact that OEBB and PEBB will share staff resources for this work, staff believes the pros outweigh the cons.

Staff Recommendations

Based on the information above, staff asks the Board to take action on the following staff recommendations:

- OEBB staff will work with PEBB staff to develop and release a Special Projects Consultant RFP;
- Authority to review, score, and select proposals is delegated to OEBB staff; and,
- Authority to negotiate the contract with the RFP’s Apparent Successful Proposer (ASP) is delegated to OEBB staff.

If these recommendations are approved, staff can provide updates to OEBB leadership and the Board throughout the project.