

OAKLAND UNIVERSITY  
Rochester, Michigan

REQUEST FOR PROPOSAL  
TO PROVIDE  
INTERCOLLEGIATE ATHLETIC FOCUSED  
GAP ACCIDENT COVERAGE  
FOR THE FOLLOWING PERIOD  
July 1, 2016 – June 30, 2017

Oakland University is seeking proposals for its intercollegiate athletic accident coverage for the term beginning July 1, 2016 through June 30, 2017 with the possibility of yearly extensions dependent upon satisfaction with pricing and service. This RFP is to solicit proposals that will lead to establishing a comprehensive coverage policy. The University is requesting providers to submit options for any special or unique programs and strategies that would help keep premium costs from fluctuating significantly from term to term. For example, a multi-year contract that outlines premium cost from year-to-year or creating a percentage cap on any premium increase. Or, a multi-year contract with a lower fixed premium with the possibility of sharing of losses/surplus between OU and the provider that exceed that lower fixed premium. Renewals may be granted by the University based on service experience, as well as an agreeable negotiated renewal premium, which is directly related to the experience of Oakland University without regard to the experience at any other university or college. Following is background information regarding OU's current program, response requirements, evaluation criteria, etc.

## **INFORMATION ON THE BID AND AWARD PROCESS**

The University believes that this document contains all of the necessary information to permit an appropriate proposal. Interpretation of the meaning of the attached proposal documents or other pre-proposal documents will be provided to any/all vendors. Vendors shall notify Oakland University of any ambiguity, inconsistency, or error, which the bidder may discover upon examination of the Request for Proposal (RFP). Requests for such interpretation shall be addressed to:

Judy Burton  
Oakland University  
Buyer, A.P.P.  
Purchasing and Risk Management Dept.  
Rochester, Michigan 48309-4401  
Phone: 248-370-4199  
Email: [burton@oakland.edu](mailto:burton@oakland.edu)

Requests must be submitted via e-mail. All requests for information and/or clarifications must be received by April 14, 2016 by 11 a.m.... No requests for information will be accepted after the specified date. Responses will be sent to all bidders in the form of an addendum by April 18<sup>th</sup>, 2016 by 5p.m. Under no circumstances will verbal statements by either party be considered as binding.

### **A. Deadline for Proposals**

Proposals are to be submitted electronically by requesting an upload link as follows: email [burton@oakland.edu](mailto:burton@oakland.edu). Proposals must be uploaded by April 25, 2016 by 2p.m. There will be no formal opening. No late proposals will be accepted or reviewed.

### **B. Minor Deviations in Benefits**

It is the University's desire that your quotation be based upon the information provided in the RFP. If your company's underwriting rules require a technical or minor benefit deviation from the specifications, please describe in detail and indicate the reason for deviation.

### C. Disclaimer

Solely the insurance company through its agent shall offer this insurance. Oakland University Board of Trustees, the State of Michigan, and their agents are not expressly, or by implication, agents for the company or agency. The proposal shall include indemnification of Oakland University, the State of Michigan, their trustees, officers, employees and agents from and against any and all liability which they may incur which arises from the company's failure or negligence, including but not limited to neglect to company with the insurance contract or policy, including but not limited to payment of claims in accordance with said contract or policy.

### D. General Information

Oakland University opened in 1959, with an enrollment of 570 students, and the charter class graduated in 1962 with 125 students receiving diplomas. Today, more than 20,000 students attend classes at OU.

As a member of NCAA Division I athletics and the Horizon League since the 2013-14 season, Oakland's Golden Grizzlies boast 17 Horizon League championships and regular season titles, and 48 NCAA championship appearances at the Division I level.

It is the intention of Oakland University to accept the offer that is most advantageous, in the opinion of the University, based on its assessment of how well each proposal meets the criteria for evaluation. Other factors to be considered in the evaluation include the extent to which other desirable features are included in the proposal. Oakland University reserves the following rights: to accept or reject any bid; to reject all bids; to waive any formalities or irregularities contained in a bid that do not comply with the terms and conditions of the invitation to bid, any modifications to the invitation to bid, or any specification; to select the bid and/or items that in the sole and absolute discretion of Oakland University are in Oakland University's best interest whether or not the proposal selected is the lowest monetary bid received.

### Terms and Conditions

After review of Oakland's Terms & Conditions which can be found at: <http://wwwp.oakland.edu/legal/legalforms/>, if the provider does not accept OU's Terms & Conditions it must be clearly stated in their quote and a copy of the provider's Terms and Conditions must be submitted with their quote. If this information and documentation is not submitted with the quote it will be assumed by OU that the provider is accepting OU's Terms and Conditions and OU's Terms and Conditions (Ts&Cs) will be in force throughout the term of the initial agreement and any subsequent extensions.

Any and all Purchase Orders, etc. issued to the provider throughout the term of this agreement shall be subject to any and all of the provisions noted in this RFP. If there is a discrepancy between the information stated in this RFP and Oakland University's Terms and Conditions, the University's Terms and Conditions will apply. <http://www4.oakland.edu/?id=7818&sid=232>

## Conflicts of Interest

The Contractor affirms that to the best of its knowledge there exists no actual or potential conflict-of-interest between the Contractor's family, business, or financial interests and providing the Services. The Contractor will not attempt to influence any University employee by the direct or indirect offer of anything of value. The Contractor also warrants that no officer or employee of the University has or will have a direct or indirect personal financial interest in the Agreement. The Contractor also affirms that neither the Contractor nor any of its employees has paid or agreed to pay any person, other than bona fide employees and consultants working solely for the Contractor, any fee, commission, percentage, brokerage fee, gift or any other consideration contingent upon or resulting from the execution of an Agreement.

In the event of change in either Contractor's interests or Services under this Agreement, the Contractor will inform the University regarding all possible conflicts-of interest which may arise as a result of such change. The Contractor agrees that conflicts-of-interest will be resolved to the University's satisfaction or the University may terminate the Agreement.

All responses, inquiries or correspondence relating to or in reference to the Request for Proposal, and all reports, charts, displays, schedules, exhibits, and other documentation produced by the bidding vendors will, when received by Oakland University, become the property of the University.

Each respondent's proposal(s) must be signed by an Official, duly authorized to bind the Respondent.

Changes in the quoted premium rates for the initial term as stated in the RFP may not be initiated once the bids have been submitted.

Any and all costs incurred by the respondent in the preparation and delivery of the proposal or in anticipation of receiving an order from the University are those of the respondent and will not be reimbursed by the University.

Affidavits - Only insurance companies licensed to do business in the State of Michigan shall be considered. No company or closely held affiliate of such company, which is in receivership, rehabilitation or conservation on the date bids are due, shall be considered.

The University may require vendors to make a formal presentation in an interview prior to the selection of a successful bidder.

## E. General Proposal and Contract/Agreement Information

The master file shall be issued in the name "Oakland University, Rochester, Michigan."

The proposed Plan or Plans must meet NCAA regulations and requirements.

<http://www.ncaa.org/health-and-safety/sport-science-institute/insurance-coverage-student-athletes>

OU will retain ownership of material/documents/content prepared as part of any resultant contract/agreement.

An appropriate termination clause related to unsatisfactory performance will be included in any resultant contract/agreement.

Coverage will be in effect for twelve (12) months of the year for all games, regularly scheduled practices for the entire team; travel to and from, and anytime under the general supervision of authorized University personnel.

Oakland University reserves the right to select any of the programs that may be submitted by the quoting company. The University also reserves the right to give added consideration to special or unusual features that may be included in the programs that are submitted. No consideration will be given to quotations that provide coverage or services that are not as broad in every respect as that specified.

Costs quoted must provide for the kinds and amounts of coverage indicated herein. Any changes in either the kinds or amounts of coverage will not be considered. Terminology used by a vendor may be other than used herein, but the intent and meaning must not be changed.

Alternate proposals in addition to those requested, may be submitted for consideration.

#### F. Criteria for Evaluation of Proposal

The contract is to be awarded to the responsible vendor offering the proposal that best meets the requirements and evaluation criteria contained in these specifications. The principle criteria that will be used in analyzing and comparing all proposals will include:

- a. The demonstratable record of the vendor in effectively exercising claim cost control measures, such as reasonable and customary charge screening. Describe the basis used for determining the usual, customary and reasonable fee for services both surgical and non-surgical, and provide a copy of any publication used in determining “usual, reasonable and customary.” This publication should be submitted as part of the Proposal.
- b. Back-up showing your company’s rating from the A.M. Best Report.
- c. Compliance with required specifications.
- d. A positive track record of customer service and satisfaction.
- e. Pricing
- f. Feedback from references.

## G. Proposal Submission Requirements

TO BE CONSIDERED COMPLETE, EACH COPY OF THE PROPOSAL MUST INCLUDE THE FOLLOWING ITEMS:

- Full legal name and home office address and telephone numbers of Broker, as well as, the Insurance Carrier.
- State of domicile of Broker, as well as, Proposed Insurance Carrier.
- Address and telephone number of claims office.
- Proof of certificates – that the Agency and the Insurance Carrier are certified to practice in Michigan.
- A specimen copy of the completed policy contract (including Surgical Schedule).
- A specimen copy of the Master Insurance contract (including all endorsements as to constitute the entire contract) to be submitted to the State Insurance Department if the company/agency submitting the proposal was awarded the contract. This must reflect the actual specifications of the Request for Proposal.
- Detailed explanation of the services to be provided by the Broker, as well as, the Insurance Carrier.
- Provide a detailed breakdown of what percentage of your firm's premium is directly related to administrative expenses.
- The most recent annual financial statement will be required from the selected;
  - a) Brokerage Firm
  - b) Insurance Carrier
- A copy of the Insurance Carrier's most recent A.M. Best Report, indicating rating and the Size Class.
- A detailed outline of the procedure for processing claims. Include a copy of the claim form, and the address of the claim office from which claims would be paid. State if your system is computerized and include the number of years on current system.
- Provide information regarding staffing in the proposed claims office (i.e., how many full-time personnel, etc.).
- Provide detailed information regarding the average processing time that can realistically be expected in settlement of claims. (The average time should be measured from receipt of a properly completed claim to the mailing of claim payment draft(s)).

- Provide the name of the individual who will be in charge of the proposed claims office and his/her years of experience in their position.
- A sample of the summary reports to be provided to the University concerning the payment of claims and information concerning the frequency of these reports; and
- A detailed statement of any claims paid showing 1) claims by benefit paid, 2) claims by diagnosis, 3) claims by dollar amount, a current enrollment list, and 4) loss ratio is to be furnished to the University monthly or within thirty days when requested by the University. A computer printed statement is desirable. Please include a sample of your annual claim reporting forms.
- Completed and signed proposal forms with premium quotations and vendor evaluation information.
- A list of references (up to 5) from colleges or universities who have been clients of the Broker within the past two years with a minimum three year relationship including contact information.
- A list of reference (up to 5) from colleges or universities (including contact information) who have been clients of the Insurance Carrier within the past two years with a minimum three year relationship. If possible, please include copies of brochures from those institutions.
- Provide an anticipated Implementation/Transition Timeline (if applicable).
- A current certificate of insurance listing Professional Liability @ \$1 million and Commercial General Liability @ \$1 million will be required of the successful Broker and Insurance Carrier.

### **General Athletic Background Information**

Current Sports Rosters:

- Baseball - 33
- Men's Basketball - 13
- Women's Basketball - 15
- Competitive Cheer - 14 women, 4 men
- Men's Cross Country - 12 (9 also counted in Track & Field)
- Women's Cross Country - 22 (20 also counted in Track & Field)
- Dance - 14 women
- Men's Golf - 8
- Women's Golf - 10
- Men's Soccer - 25
- Women's Soccer - 24
- Softball - 22
- Men's Swimming & Diving - 25
- Women's Swimming & Diving - 25
- Women's Tennis - 8

- Men's Track & Field - 30 (9 also counted in Cross Country)
- Women's Track & Field - 54 (20 also counted in Cross Country)
- Volleyball - 17
- Student Managers/Trainers – 10

**Coverage Provided in Your Proposal Should be Equal to and/or Better than Current Coverage as Outlined Below:**

Current OU GAP Coverage Information:

- Deductable: \$0
- Insured Percent: 100%
- Maximum Benefit Amount: \$90,000
- Accidental Death Benefit: \$10,000
- Dismemberment Benefit Up To: \$10,000
- Benefit Period: 104 weeks
- Initial Treatment Period: 60 days
- Primary Benefit Amount: \$0
- Designated Vehicle Coverage

Current Covered Charges:

- Hospital room and board, and general nursing care, up to the semi-private room rate
- Intensive Care
- Hospital misc. expenses
- Doctor's fees for surgery: 100% for the first or major procedure; 50% for the second; third, fourth, fifth procedure (same incision)
- Anesthesia services
- Doctor's visits, inpatient and outpatient
- Hospital Emergency care
- Outpatient services
- X-ray and laboratory services
- Ambulance expense
- Urgent Care Center expense
- Orthopedic Appliances
- Casts, non-surgical
- Durable Medical Equipment
- Eyeglass replacement expense for broken glasses or lenses resulting from an injury requiring medical treatment
- Prescription Drugs
- Dental treatment
- Physical Therapy and/or treatment of the spine by manual or mechanical means
- Assistant surgeon expense, limited to 25% of the surgeon's fee
- Re-aggravation or re-injury of a Pre-existing Condition, limited to a maximum of \$90,000
- Treatment of heart and/or circulatory system, such as stroke, heat exhaustion, heart attack, and brain circulatory malfunctions resulting from participation in a Covered Activity, limited to a maximum of \$90,000

- Treatment of repetitive motion injuries, strains, hernia, tendinitis, bursitis, spondylolysis, osteochondritis dissecans, and heat exhaustion not related to a specific injury, limited to a maximum of \$90,000

Current Accidental and Dismemberment Benefits:

➤ Loss of Life	\$10,000
➤ Loss of Both Hands	\$10,000
➤ Loss of Both Feet	\$10,000
➤ Loss of the Entire Sight of Both Eyes	\$10,000
➤ Loss of One Hand and the Entire Sight of One Eye	\$10,000
➤ Loss of One Foot and the Entire Sight of One Eye	\$10,000
➤ Loss of Hearing One Ear or Entire Sight of One Eye	\$ 2,000
➤ Loss of Thumb and Index Finger of the Same Hand	\$ 2,000

Premium & Claims History:

- 2012/2013: Claims/Adm. Expense - \$ 91,143.92
- 2013/2014: Claims/Adm. Expense - \$157,803.53
- 2014/2015: Claims/Adm. Expense - \$104,460.89
- 2015/2016:

Please note if your proposed Plan or Plans would provide and “Additional Rider” for HMO/PPO Denials.

## **INFORMATION ABOUT THE PLAN AND ITS ADMINISTRATION**

### A. Plan Requirements

1. Starting with the 2016/2017 policy year, coverage for all plans as presented in the Proposal must meet the Mental Health Parity Act of 2008.
2. The proposed Plan or Plans must meet NCAA regulations and requirements.  
<http://www.ncaa.org/health-and-safety/sport-science-institute/insurance-coverage-student-athletes>

### B. Administration of the Plan by the Selected Vendor

The successful vendor must provide a toll free telephone number, as well as, on-line access for students and representatives of the University concerning questions about claims.

The successful vendor must provide a dedicated O.U. representative

The successful vendor must maintain detailed claims experience records for each insured student athlete.

The successful vendor shall provide the University a complete and detailed summary of claims experience on a periodic basis. This summary must be provided no less frequently than on a monthly basis and shall include:

- A monthly claims report comparing total claims paid to premium received.
- A monthly claims report by benefit paid.
- A monthly claims report by diagnosis.
- A monthly list of all students currently enrolled in the plan.
- A monthly claims report by dollar amount.

The successful vendor will provide a complete written specific step-by-step procedure of their billing procedure, including the expected time frame at each step and total turn around time. The procedure and time frame statement must be based on true current conditions within the submitter's company, not expectations or goals for future production.

Note: It will be the sole responsibility of the successful vendor to monitor if a participant in the plan has any other collectable insurance for the claim.

The awarded agency is expected to provide an annual visit and report and any other items the administration of the University desires as it is related to the intercollegiate coverage. In addition, the University expects the agency to recommend changes in procedures for administering the program, and also to make available methods of cost savings that other Universities have tried and that are working. In other words, the University expects the awarded agency to have the proper experience in this special risk field that will warrant a relationship that will be advantageous to the University during an on-going relationship.

Questions regarding ongoing claims are to be handled through the successful vendor's toll free telephone line and in special circumstances by an agent assigned to the Oakland University account.

## **EXTENSION OF BENEFITS AFTER TERMINATION**

The coverage provided under this policy ceases on the Termination Date. However, if an Insured is Hospital Confined on the Termination Date from a covered Injury the Covered Medical Expenses will be paid for a period up to, but will not exceed, 90 days.

The total payments made in respect of the Insured for such condition both before and after the Termination Date will never exceed the Maximum Benefit.

## **EXCLUSIONS AND LIMITATIONS**

Submitted proposals must identify any and all exclusions and/or limitations related to the proposed GAP coverage as specified in the RFP.

## **ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS**

**Note: Please state whether this coverage is provided as part of the base plan and if not list applicable associated costs as a separate item in the Proposal.**

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**I have reviewed the Intercollegiate Athletic GAP Accident Coverage RFP and I acknowledge that I am a legally authorized representative of the Firm noted below and, as such, have the authority to enter into agreements and make commitments on its behalf:**

Company: \_\_\_\_\_ Address: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

Phone #: \_\_\_\_\_ Email: \_\_\_\_\_