



## GENESEE COUNTY PURCHASING

A Division of the Genesee County Controller's Office

COUNTY ADMINISTRATION BLDG

1101 BEACH STREET, ROOM 343,

FLINT, MICHIGAN 48502

Phone: (810) 257-3030 Fax (810)257-3380

[www.gc4me.com](http://www.gc4me.com)

May 3, 2017

### **GENESEE COUNTY REQUEST FOR PROPOSALS #17-110**

Sealed proposals will be received until **3:00 p.m. (EDT), Wednesday, June 7, 2017**, at the Genesee County Purchasing Department, 1101 Beach Street, Room 343, Flint, MI, 48502 for **HEALTHCARE BENEFITS CONSULTING SERVICES**.

This procurement is conducted in accordance with the Genesee County Purchasing Regulations, a copy of which is on file and available for inspection at the Genesee County Purchasing Department or at the website [www.gc4me.com](http://www.gc4me.com).

Each offeror is responsible for labeling the exterior of the sealed envelope containing the proposal response with the proposal number, proposal name, proposal due date and time, and your firm's name. The proposal request number and due date for this RFP are:

**DUE DATE:** 3:00 p.m. (EDT), Wednesday, June 7, 2017

**PROPOSAL REQUEST NUMBER:** #17-110

*Cindy Carnes*

CINDY CARNES, PURCHASING MANAGER

bid2\2017\17-110

Attachments

**GENESEE COUNTY IS AN EQUAL OPPORTUNITY EMPLOYER**

[www.gc4me.com](http://www.gc4me.com)

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# RFP #17-110 HEALTHCARE BENEFITS CONSULTING SERVICES

## SECTION 1 - INSTRUCTIONS TO PROPOSERS

1. Sealed proposals will be received until **3:00 p.m. (EDT), Wednesday, June 7, 2017**, at the Genesee County Purchasing Department, 1101 Beach Street, Room 343, Flint, MI, 48502. The Genesee County Purchasing Department hours of operation are 8:00 a.m. to 12:00 p.m. and 1:00 p.m. to 5:00 p.m., closed noon to 1:00 p.m. for lunch, closed holidays and furlough days, check website for closed days. Label the envelope containing the proposal response as described on page 1. **LATE PROPOSALS AND PROPOSALS SENT BY FACSIMILE OR E-MAIL WILL NOT BE ACCEPTED.**
2. **Submit one original, one paper copy and one electronic copy of your proposal.** All proposals become the property of Genesee County. The original must include a signature on the Signature Page of a person authorized to make a binding offer. Additionally the proposal response must consist of one copy in electronic format on a CD, DVD or USB flash drive formatted in Adobe (.pdf), Microsoft Word, and/or Microsoft Excel. Failure to provide the required number of duplicate copies may result in rejection of your proposal. Proposals may not be submitted at the Buy4Michigan or MITN site for this offering.
3. **Buy4Michigan** – an alternate review of proposal request can be done at **Buy4Michigan.com**. Open Market Bid 303717B0011178. Requests for proposal and opportunities to bid on products and services required by Genesee County can be found on the website **www.Buy4Michigan.com**. This website is the official posting site for most State of Michigan solicitation and allows municipalities across Michigan to more effectively notify vendors of RFP and bid opportunities. By making use of this site it increases internal efficiency and lowers costs for member agencies and taxpayers through shared resources.
  - a. You must register at the site to participate in other solicitations. Once registered you will have access to all solicitations throughout the State of Michigan posted at the website.

If you have questions or need assistance registering, please call the Vendor Support Department at 888-734-9749, Monday through Friday, 8:00 a.m. through 8:00 p.m. ET. To register for access to Genesee County bids, please go to <https://www.buy4michigan.com/bsol/login.sdo> and click on Register <https://www.buy4michigan.com/bsol/external/fidCheck.jsp>.

4. Michigan Inter-governmental Trade Network– an alternate review of the RFP number RFP-CC-17-110 can be done at <http://www.mitn.info/Genesee-County.asp?AgencyID=2340&PageType=open>.
  - a. Genesee County has partnered with BidNet as part of the [Michigan Inter-governmental Trade Network](#) and will post their bid opportunities to this site. As a vendor, you can register with [Michigan Inter-governmental Trade Network](#) (use hyperlink or <https://www.mitn.info/Registration.asp?ID=2340>)

and be sure that you see all available bids and opportunities. By selecting automatic bid notification, your company will receive emails once Genesee County has a bid opportunity that matches your company's business. In addition, the site handles bid opportunities, RFPs, and RFQs for other member governmental agencies. If you need help registering, please call [Michigan Inter-governmental Trade Network](#) support department toll free 1-800-835-4603.

5. All communications, any modifications, clarifications, amendments, questions, responses or any other matters related to this RFP, shall be made by and through the purchasing contact reference in this solicitation. No contact regarding this solicitation made with other County employees is permitted. Any violation of this condition may result in immediate rejection of proposal.
6. All prospective proposers shall be responsible for routinely checking the Genesee County Purchasing Department website at <http://www.gc4me.com/departments/purchasing> for issued addenda and other relevant information. Genesee County shall not be responsible for the failure of a prospective proposer to obtain addenda and other information issued at any time related to this RFP.
7. The County's Standard Proposed Contract is attached to this RFP. After the award is made to the successful proposer, the County and the successful proposer will negotiate a final contract that substantially conforms to the Standard Proposed Contract. Any exceptions to the terms and conditions of the Standard Proposed Contract and this RFP must be clearly set forth in your proposal and referenced on company letterhead. The County will not entertain negotiations to change any terms and conditions of the Standard Proposed Contract or RFP unless those changes are requested in your proposal.
8. The County of Genesee requires a signed Genesee County Insurance Checklist with each proposal submitted. Insurance required per the specifications governing this work must be provided prior to the contract starting date and kept in full effect and compliance during entire contract period. Failure to comply with these provisions will cause termination of the contract.

The contractor agrees to be responsible for any loss or damage to property or persons due to the performance of services herein contracted and further agrees to protect and defend the County of Genesee against all claims or demands whatsoever, and to hold the County of Genesee harmless from any loss or damage resulting therefrom.

9. Proposal Format: Proposals must be submitted in the format outlined in SECTION 6 - PROPOSAL FORMAT/CONTENT to be deemed responsive.

## **SECTION 2 - STANDARD TERMS & CONDITIONS**

1. See Genesee County website, Purchasing Department for Standard Terms and Conditions

## SECTION 3 - ADDITIONAL TERMS & CONDITIONS

1. **Purpose:** Through this RFP, Genesee County (“the County”) is soliciting proposals from qualified firms who can provide Healthcare Benefits Consulting Services.
2. **Issuing Office:** This RFP is issued by the Genesee County Purchasing Department on behalf of the HUMAN RESOURCES DEPARTMENT. The contact person is Ms. Cindy Carnes, Purchasing Manager, Genesee County, 1101 Beach Street, Room 343, Flint, Michigan 48502, phone: (810)-257-3030, fax: (810) 257-3380 and [ccarnes@co.genesee.mi.us](mailto:ccarnes@co.genesee.mi.us). Email is the preferred method of contact.
3. **Questions & Inquiries:** All questions regarding this RFP shall be submitted in writing and received no later than **Friday, May 19, 2017 by 12:00 p.m. (EDT)**, to the Genesee County Purchasing Department as listed above. E-mail is the preferred method of contact for all inquiries concerning this RFP. No verbal interpretation to any respondent as to the meaning of any requirement stated in this RFP shall be binding on Genesee County. All responses to questions regarding this RFP shall be issued in writing and distributed as an addendum by Genesee County.
4. **Addenda:** Genesee County reserves the right to amend and provide clarification of this RFP prior to the date for proposal submission. In such an event, an addendum will be posted on the Purchasing Department website (<http://www.gc4me.com/Purchasing/currentbids.htm>). Further, all proposers shall acknowledge having seen any and all addendums issued (1, 2, 3, etc.) on the Signature Page.
5. **Responsive Proposals:** To ensure proper consideration, all proposers are encouraged to submit a complete response to this RFP using the format outlined in SECTION 6 - PROPOSAL FORMAT/CONTENT. In addition, at least one of the paper proposals must be signed with an **original signature** of the official authorized to bind the proposer to its provisions.
6. **Validity Period:** Any proposal submitted as a result of this Request for Proposal shall be binding on the proposer for 120 calendar days following the due date.
7. **Disclosure:** All information in an offeror’s proposal is subject to disclosure under the provisions of Public Act N. 442 of 1976 known as the “Freedom of Information Act”. This Act also provides for the complete disclosure of contracts and attachments thereto. In the event that a proposer wishes to designate any portion of their submission as “confidential” or “proprietary,” the proposer must contact the Purchasing Manager prior to submission of the proposal. All requests regarding disclosure and requests for confidentiality of a proposal response to this RFP shall be submitted in writing and received no later than Friday, May 19, 2017 by 12:00 p.m. (EDT), to the Genesee County Purchasing Department as listed above.
8. **Statement of Exceptions:** The proposer shall furnish a statement on company letterhead giving a complete description of all exceptions to the terms, conditions, and

specifications set forth in the proposal. Failure to furnish this statement shall mean that the proposer agrees to meet all requirements set forth in this solicitation.

9. **Acceptance of Proposal Content:** It is proposed that, if a contract is entered into as a result of this RFP, the RFP will serve as the basis for the contract. The contents of the proposal of the successful offeror may become contractual obligations if a contract is issued. Failure of the successful offeror to accept these obligations will result in cancellation of contract award.

## **SECTION 4 - OVERVIEW**

The County of Genesee (Genesee County) provides its employees, retirees and dependents with medical, optical, dental, pharmacy benefits and life insurance. In addition, active employees receive short-term and long-term disability insurance.

Currently, the following companies provide benefits to Genesee County active and retired employees:

### Active:

- Hospital and Medical Services – Blue Cross Blue Shield of Michigan (BCBS) and HAP
- Optical Insurance – NVA
- Dental Insurance – Delta Dental
- Life Insurance – Lincoln
- Disability Insurance – Lincoln
- Pharmacy Benefit Manager – Express Scripts, Inc.

### Retirees:

- Hospital and Medical Services – Blue Cross Blue Shield of Michigan (BCBS) and HAP
- Optical Insurance – Blue Cross Blue Shield of Michigan (BCBS) or NVA
- Dental Insurance – Delta Dental
- Life Insurance – Lincoln
- Pharmacy Benefit Manager – Express Scripts, Inc.

Genesee County has approximately 914 active employees and 1189 retirees with an estimate number of 4,000 total lives.

Genesee County has 13 separate labor agreements of which three are eligible for Act 312 arbitration. The remaining 10 unions are eligible for fact finding. Currently, Two (2) contracts are being negotiated. Three (3) contracts are set for negotiations this year.

## **SECTION 5 - SCOPE OF SERVICES**

The County is interested in selecting one Contractor to provide technical consulting services and agent services associated with the management and administration of Genesee County's medical, prescription drugs, dental, vision, life, AD&D, short and long term disability programs, COBRA, HIPAA and FMLA.

### **Ongoing Services:**

1. Reviewing all health and welfare plans for appropriate administrative changes to achieve cost savings.
2. Review and advise on all health and welfare plans and processors for compliance with Health Care Reform and Public Act 152 regulations and other related legislative requirements, (AHCB4) COBRA, ADA, HIPPA, FMLA, etc.
3. Assist with plans and processes for compliance pertaining to future legislation pertaining to health and welfare requirements.
4. Evaluating the County health plans to determine benefit changes that would provide needed cost savings with minimum employee impact. This would include being a resource in local negotiations including participation in meetings and hearings.
5. Continuously analyze trends, evaluate County risk and recommend any required changes to the current stop loss limits for the County's medical insurance plans and pharmacy benefits provider.
6. Assist in marketing, developing RFP's, and analyzing proposals for all lines of health and welfare insurance plans including a Third Party Administrator of health and welfare services.
7. Evaluating all plans, recommendations for cost reductions as well as assisting in the implementation phase for any of the County's health and welfare programs.
8. Be an expert witness as required during contract negotiations, arbitration, etc.
9. Be a guide to the county regarding Health Care Reform requirements.
10. Monitor, identify and advise on self-insurance statements and rate calculations, charges, etc.
11. Act as an advocate for the county with vendors. Participate in renewal meetings and vet contractors.

### **SECTION 6 - PROPOSAL FORMAT/CONTENT**

1. **RESPONSIVE PROPOSALS MUST INCLUDE AND/OR COMPLY WITH THE FOLLOWING:**
  - A. Proposal submitted by the due date and time.
  - B. One (1) original and ONE hard copy of the proposal.
  - C. One (1) copy of the proposal in electronic format.
  - D. Signed Signature Page
  - E. Executed Insurance Checklist
  - F. Demonstration of Financial Stability – Submit with the proposal your organization's most recent financial audit, annual compiled financial statements

or annual consolidated financial statements. Include in a separate sealed envelope.

G. Litigation Statement - The proposer must include a description of all litigation that is pending and all litigation in which a judgment was made against the proposer during the current and previous 2 years.

H. **Technical Proposal (shall consist of the items stated below).**

- a. Proposer Information Form - Complete and submit Attachment B.
- b. Statement of the Services - State in precise terms, in no less than 25 words, your understanding of the service(s) as presented in this RFP.
- c. Work Plan - Describe in narrative form your technical plan for completing the services/projects as referenced in Section 5 - Scope of Services. Indicate the number of labor hours you have allocated including meetings, delivery, planning sessions, monitoring, and quality assurance for each service/project.
- d. Key Personnel - Specific background information on key individuals who will be assigned to the project team must be included. The background information on these individuals should emphasize their experience relative to service requirements. The proposed key personnel must be the personnel assigned to Genesee County. In addition, key personnel shall be those people whose qualifications and experience are essential to providing quality services. The project team means the personnel assigned by the Consultant and possible Sub Consultant(s) who are responsible for providing the required services. Include the resumes of all key project personnel, including sub consultants.

The resulting contract for this project will contain a provision that the Contractor may not replace key personnel without prior written approval from Genesee County. A violation of this provision will be considered a breach of contract, and the County may decide to terminate the contract.

- e. Key Resources (if applicable) – Describe key resources that are available in, or to the firm and may be used to accomplish the delivery of services. This may include tax experts, lobbyist, staff attorneys or outside law firms, etc. Key Resources must be identified and are subject to approval by Genesee County. Qualifications and background information is required as specified in the Section 6.H.d. Key Personnel.
- f. Proposer Questionnaire - Complete and submit Attachment C.
- g. Conflict of Interest Information – In addition to Section 2.10 the proposer will clearly identify any current clients or affiliations that may obtain a benefit from a public contract.
- h. Client List - Provide a listing of all clients during the last three (3) years. Information provided for each client shall include the following:
  - Client Name, Address, and current telephone number;
  - Client's contact reference name, current telephone number and contact email address;
  - Description of services provided;

- Time period of the project or contract.
- Category of client's business, public, school district, private, etc.

Should providing specific client information be considered a breach of confidentiality it is still necessary to provide adequate information with regards to the type and size of clients and detailed description with regards to the nature of the service provided.

In the event that your firm is selected as a short-list firm, the specific identity of a client may be requested to complete the proposal evaluation.

**J. Cost Proposal - The information requested in this section is required to support the reasonableness of your proposal.**

Proposers shall submit proposals based on their firm(s) capacity and capabilities of providing the services as referenced in this RFP.

- a. State an all-encompassing not to exceed per-month fee for all service/projects associated with this solicitation. List all services/costs included in the fee.
  - i. Labor Costs - demonstrate the following for each member of the project team:
    - Title
    - Hourly rate
    - Number of hours included in per-month fee
    - Services available outside of per-month fee
  - ii. Direct Costs, Indirect Costs, General and Administrative Burden or Overhead
  - iii. Transportation costs
  - iv. Cost of Supplies and Materials
- b. List separately all services/costs not included in the per-month fee and how the costs will be invoiced. Itemize the following costs. No separate charges except those clearly recorded on this proposal form will be allowed. No additional services or costs may be billed without prior written approval for the costs to be in addition to the per-month fee.
  - i. Labor Costs - demonstrate the following for each member of the project team:
    - Title
    - Hourly rate
    - Number of hours included in per-month fee
    - Services available outside of per-month fee
  - ii. Direct Costs, Indirect Costs, General and Administrative Burden or Overhead
  - iii. Transportation costs
  - iv. Cost of Supplies and Materials
- c. Not to Exceed Fee (Agent of Record Quote) for performing all services/projects as identified in Section 5 – Scope of Services. The provision of all

services/projects shall be an Agent of Record Quote based on the number of contracts under medical/hospital insurance (currently, 914 contracts for actives and 1100+ for retirees). The fee under the Agent of Record methodology should be reported as a not to exceed per-contract-per-month fee for all services/projects listed in Section 5.

**SECTION 7 - EVALUATION CRITERIA & SELECTION PROCEDURE**

It is the intent of Genesee County to conduct a fair and comprehensive evaluation of all proposals received. The RFP/Contract will be awarded to the offeror who submitted a proposal that is most advantageous to Genesee County. All proposals will be evaluated based on the following criteria listed in order of importance.

The Review Committee will evaluate the detailed proposals and select the top rated consultant.

The following factors will be considered in determining the successful offer:

**Points**

25	Capability (staff subject expert diversity; client retention; availability of additional resources; reference checks)
15	Cost (overall cost; inclusion of additional services; hourly rate of personnel; additional costs)
15	Personnel (experience; discipline; location)
25	Prior Experience (public sector; self-insurance plans; size/complexity of client; overall services provided)
10	Financial Stability
10	Relevance & Significance of submitted additional information
100	<b>Total</b>

**SIGNATURE PAGE**  
**GENESEE COUNTY RFP #17-110**  
**HEALTHCARE BENEFITS CONSULTING SERVICES**

The undersigned represents that he or she:

1. is duly authorized to make binding offers on behalf of the company,
2. has read and understands all information, terms, and conditions in the RFP,
3. has not engaged in any collusive actions with any other potential proposers for this RFP,
4. hereby offers to enter into a binding contract with Genesee County for the products and services herein offered, if selected by Genesee County within 120 days from proposal due date,
5. certify that it, its principals, and its key employees are not "Iran linked businesses," as that term is described in the Iran Economic Sanctions Act, P.A. 2012, No. 517, codified as MCL 129.311, et seq.
6. acknowledges the following addenda \_\_\_\_\_ issued as part of the RFP:

**Conflict of Interest:**

\_\_\_\_ To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other County contracts, or property interest for this proposal.

OR

\_\_\_\_ The undersigned firm by attachment to this form, submits information which may be a potential conflict of interest due to other County contracts, or property interest for this Proposal.

**Exceptions** to Solicitation and/or Standard Contract: NO \_\_\_\_\_ YES \_\_\_\_\_ (include attached statement)

Name (typed): \_\_\_\_\_

Signature: \_\_\_\_\_ Title: \_\_\_\_\_

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

Federal Employee Identification Number (FEIN): \_\_\_\_\_

DUNS Number: \_\_\_\_\_

Date: \_\_\_\_\_

**Contact Person of company representative for matters regarding this RFP**

\_\_\_\_\_  
CONTACT NAME POSITION

\_\_\_\_\_  
E-MAIL

\_\_\_\_\_  
MAILING ADDRESS CITY STATE ZIP CODE

\_\_\_\_\_  
PHONE FAX

# GENESEE COUNTY INSURANCE CHECKLIST

**Proposal Title HEALTHCARE BENEFITS CONSULTING SERVICES**  
**Proposal Number 17-110**

**Coverages Required**

**Limits (Figures denote minimums)**

- |  |   |
|--|---|
| <input checked="" type="checkbox"/> 1. Workers' Compensation   | Statutory limits of Michigan  |
| <input checked="" type="checkbox"/> 2. Employers' Liability  | \$100,000 accident/disease<br>\$500,000 policy limit, disease<br>Including Premises/operations                                |
| <input checked="" type="checkbox"/> 3. General Liability   | \$1,000,000 per occurrence with \$2,000,000 aggregate<br>Including Products/Completed Operations and<br>Contractual Liability |
| <input checked="" type="checkbox"/> 4. Professional liability  | \$1,000,000 per occurrence with \$2,000,000 aggregate<br>Including errors and omissions                                       |
| <input type="checkbox"/> 5. Medical Malpractice  | \$200,000 per occurrence \$800,000 in aggregate   |
| <input checked="" type="checkbox"/> 6. Automobile liability  | \$1,000,000 combined single limit each accident-<br>Owned, Hired, Non-owned   |
| <input type="checkbox"/> 7. Umbrella liability/Excess Coverage   | \$ ,000,000 BI & PD and PI  |
| <br>   |   |
| <input checked="" type="checkbox"/> 8 <u>Genesee County named as an additional insured on other than workers' compensation and professional liability via endorsement. A copy of the endorsement or evidence of blanket Additional Insured language in the policy must be included with the certificate.</u> |   |
| <input type="checkbox"/> 9. Other insurance required: _____  |   |
| <br>   |   |
| <input checked="" type="checkbox"/> 10. Best's rating: A VIII or better, or its equivalent (Retention Group Financial Statements)  |   |
| <input checked="" type="checkbox"/> 11. The certificate must state bid number and title  |   |

**Insurance Agent's Statement**

**Insurance Agent's Statement**

**I have reviewed the requirements with Prospective Contractor named below. In addition:**  
 The above policies carry the following deductibles:

\_\_\_\_\_

Liability policies are **occurrence** \_\_\_\_\_ **claims made** \_\_\_\_\_

\_\_\_\_\_  
Insurance Agent

\_\_\_\_\_  
Signature

**PLEASE NOTE #8 ABOVE. ADDING ADDITIONAL INSURED [AI] TO THE DESCRIPTION IS NOT ACCEPTABLE. AN ENDORSEMENT OR COPY OF AI LANGUAGE IS REQUIRED**

**Prospective Contractor's Statement**

I understand the insurance requirements and will comply in full if awarded the contract.

\_\_\_\_\_  
Proposer

\_\_\_\_\_  
Signature

Required general insurance provisions are provided in the checklist above. These are based on the contract and exposures of the work to be completed under the Contract. Modifications to this checklist may occur at any time prior to signing of the contract. Any changes will require approval by the Prospective Contractor, the department and County Risk Manager. To the degree possible, all changes will be made as soon as feasible. REVISSED 04/08/2010

## REFERENCES

List 3 references of similar projects

Submitted by: \_\_\_\_\_

---

1. Company

Phone Number

---

Contact Name and Position

E-mail Address

---

Address

---

Type of Work/ Project

\$  
Dollar Amount of the Project

---

Project Description

---

2. Company

Phone Number

---

Contact Name and Position

E-mail Address

---

Address

---

Type of Work/ Project

\$  
Dollar Amount of the Project

---

Project Description

---

3. Company

Phone Number

---

Contact Name and Position

E-mail Address

---

Address

---

Type of Work/ Project

\$  
Dollar Amount of the Project

---

Project Description

## HEALTHCARE BENEFITS CONSULTING SERVICES PROFESSIONAL SERVICES CONTRACT

This Contract for Professional Services (the "Contract") is by and between the County of Genesee, a Michigan Municipal Corporation, whose principal place of business is located at 1101 Beach Street, Flint, Michigan 48502 (the "County"), and **[Contractor Name]**, a **[State]** **[Entity Type]**, whose principal place of business is located at **[Contractor Address]** (the "Contractor") (the County and the Contractor together, the "Parties").

### 1. Agreement and Authority

Execution of this Agreement is authorized by Resolution # \_\_\_\_\_ issued by the Genesee County Board of Commissioners.

### 2. Term

#### 2.1 Initial Term

The initial term of this Contract commences on **October 1, 2017** and shall be effective through **September 30, 2020** (the "Initial Term").

#### 2.2 Extension Terms

The County has the option to extend this Contract for up to three (3) additional one year terms (the "Extension Terms").

### 3. Scope of Work

The Contractor agrees to provide Healthcare Benefits Consulting Services as described on Exhibit A (the "Services").

### 4. Compensation

**INSTRUCTIONS: Select only one of the three Compensation Options (Unit Rate, Budget Reimbursement, or Flat Fee). Then, delete this sentence and the Compensation Options that are not used:**

*Unit Rate.* The Contractor shall be paid according to the rates identified on Exhibit A. The total amount paid to the Contractor shall not exceed **\$ \_\_\_\_\_**. The Contractor must provide to the County monthly invoices in a form acceptable to the County, along with any necessary supporting documentation such as time sheets. The County will pay the Contractor within sixty (60) days of the County's acceptance of the invoice and supporting documentation.

*Budget Reimbursement.* The County will reimburse the Contractor for approved expenses incurred by the Contractor in the performance of this Contract. The total amount paid to the Contractor under this Contract shall not exceed **\$ \_\_\_\_\_**. The Contractor's projected budget for the Initial Term of this Contract is attached as

Exhibit C (the "Budget"). If this Contract is extended, the County and the Contractor will agree in writing on a projected Budget for each Extension Term.

- 4.1 If requested in writing by the Contractor, and supported by good cause, the Contract Administrator may authorize a transfer between Budget line items of up to 10% of the total annual Budget for a Contract Term. No such transfer is authorized until approved in writing by the Contract Administrator.
- 4.2 The County will not approve any expense not identified in the Budget, and the County will not approve any expenses in excess of the amounts identified in the Budget.
- 4.3 The Contractor must provide to the County monthly invoices in a form acceptable to the County, along with any supporting documentation such as time sheets and receipts for incurred expenses. The County will pay the Contractor within sixty (60) days of the County's acceptance of the invoice and supporting documentation.

*Flat Fee.* The Contractor shall be paid a flat fee of \$ [REDACTED] for the performance of the Services. Upon completion of the Services, the Contractor must provide to the County an invoice in a form acceptable to the County, along with any necessary supporting documentation. The County will pay the Contractor within sixty (60) days of the County's acceptance of the invoice and supporting documentation.

**5. Taxes.** The County is a Michigan Municipal Corporation. The Contractor acknowledges that the County is exempt from Federal Excise Tax and Michigan Sales Tax.

**6. Contract Administrator**

The contract administrator for this Contract is [Contract Administrator] (the "Contract Administrator"). The Contractor acknowledges that the Contract Administrator is the primary County contact for notices and instructions related to this Contract. The Contractor agrees to provide a copy of all notices related to this Contract to the Contract Administrator.

**7. Warranties**

The Contractor warrants that:

- 7.1 The Services will be performed in a good and workmanlike manner and in accordance with generally acceptable practices in the industry.
- 7.2 The Contractor will comply with all federal, state, and local laws in the performance of the Services.
- 7.3 The Contractor will comply with the requirements of any federal or state grants used to fund or support this Contract.

7.4 The Contractor will obtain and maintain all applicable licenses and permits necessary to provide the Services for the entire term of this Contract.

The Contractor agrees to indemnify and hold the County, its officials, officers, agents, and employees harmless from any and all claims, damages, or liability, including defense costs, arising out of the Contractor's breach of these warranties.

## **8. Suspension of Work**

### **8.1 Order to Suspend Performance**

Upon written order of the Contract Administrator, the Contractor agrees to immediately suspend performance of the Services. The Contractor shall not be entitled to compensation for any Services performed during any period in which the Contract Administrator has directed that the Services be suspended.

### **8.2 Necessary Actions Before Suspension**

If immediate suspension of the Services would cause harm, injury, or damage to persons or property, the Contractor must immediately notify the Contract Administrator of the nature of such harm, injury, or damage, and obtain written authorization from the Contract Administrator to take such necessary action as to prevent or minimize such harm, injury or damage. Actions authorized by the Contract Administrator pursuant to this paragraph are compensable.

## **9. Termination**

### **9.1 Termination for Cause**

If the Contractor is in breach of any provision of this Contract, and such breach continues for fourteen (14) days after written notice is issued to the Contractor by the County of the breach, the County may terminate this Contract. Such termination for cause is effective upon receipt of the notice of termination by the Contractor.

In addition to any other remedies provided by law or this Contract, the Contractor shall be responsible for all costs incurred by the County as a result of the Contractor's breach and termination, including any costs to obtain substitute performance.

### **9.2 Immediate Termination**

If the County, in its discretion, determines that the Contractor's breach of this Contract constitutes a threat to public health, safety, or welfare, the County may terminate this Contract immediately upon notice to the Contractor.

In addition to any other remedies provided by law or this Contract, the Contractor shall be responsible for all costs incurred by the County as a result

of the Contractor's breach and termination, including any costs to obtain substitute performance.

### 9.3 Termination for Convenience

If the County determines that it is in the County's best interests, the County may terminate this Contract upon thirty (30) days written notice to the Contractor.

The County shall pay for all work properly performed up to the effective date of the notice of termination.

### 9.4 Termination for Lack of Funding

If this Contract is funded by public funds or a grant from a public or private entity, and the funds are not appropriated or the grant is discontinued, the County may terminate this Contract by written notice specifying the date of termination.

The County shall pay for all work properly performed up to the effective date of the notice of termination.

## 10. **Equipment Purchased with County Funds [Budget Reimbursement Contracts ONLY. Delete this Section if the method of compensation is not Budget Reimbursement.]**

10.1 The Contractor shall not purchase Equipment for the performance of this contract using funds provided by the County unless such purchase is clearly identified in a line item in Contractor's Budget.

### 10.2 Reporting

The Contractor agrees that any Equipment purchased for the performance of the Services with funds supplied by the County under this Contract must be reported to the Contract Administrator upon purchase. For the purposes of this paragraph, Equipment is defined as tangible, non-expendable, personal property having useful life of more than 1 year and an acquisition cost of \$5,000 or more per unit.

### 10.3 Conveyance to the County

Upon the County's request at the termination of this Contract for any reason, the Contractor agrees to convey to the County all title in any Equipment purchased for the performance of the Services with funds supplied by the County under this Contract.

## **11. Nondiscrimination**

The Contractor covenants that it will not discriminate against an employee or applicant of employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status or a disability that is unrelated to the individual's ability to perform the duties of a particular job or position, and that it will require the same non-discrimination assurances from any subcontractor who may be used to carry out duties described in this contract. Contractor covenants that it will not discriminate against businesses that are owned by women, minorities or persons with disabilities in providing services covered by this Contract, and that it shall require the same assurances from subcontractors. Breach of this covenant shall be regarded as a material breach of this contract.

## **12. Freedom of Information Act**

This Contract and all attachments, as well as any other information submitted by the Contractor to the County, are subject to disclosure under the provisions of MCL 15.231, *et seq.*, known as the "Freedom of Information Act".

## **13. Intellectual Property**

Any intellectual property created by the Contractor in the performance of the Services shall be considered a work made for hire, and any and all rights in such intellectual property shall belong solely to the County. Upon the County's request, the Contractor agrees to execute any documents necessary to convey ownership of such intellectual property to the County.

## **14. Audit Rights**

### **14.1 Certification of Accurate Information**

Contractor certifies that all information provided to the County by the Contractor relating to the award or modification of this Contract, or any payment or dispute related to this Contract, is true and correct. The Contractor further certifies that its accounting system conforms to generally accepted accounting principles.

### **14.2 Inspection**

The Contractor agrees that the County may inspect the Contractor's plant, place of business, or worksite to ensure compliance with the terms of this Contract. If this Contract is funded or supported with any state or federal grant funds, the state or federal agencies responsible for administering the applicable grants may examine the Contractor's plant, place of business, or worksite to ensure compliance with the terms of this Contract and the terms of the applicable grant.

### **14.3 Audit**

The Contractor agrees that the County may examine the Contractor's records to ensure compliance with the terms of this Contract. If this Contract is funded or supported with any state or federal grant funds, the state or federal agencies responsible for administering the applicable grants may examine the Contractor's records to ensure compliance with the terms of this Contract and the terms of the applicable grant.

#### 14.4 Records Retention

The Contractor agrees to maintain any business records related to this Contract or the Contractor's performance under this Contract for a period of at least three (3) years after final payment.

### 15. Identity Theft Prevention

15.1 In the event that the Contractor will obtain identifying information during the performance of the Services, the Contractor must take reasonable precautions to ensure that such identifying information is protected from unauthorized disclosure and is used only for the purpose of performing the Services.

15.2 For the purposes of this Paragraph, "identifying information" means any name or number that may be used, alone or in conjunction with any other information, to identify a specific person, including but not limited to name, address, telephone number, social security number, date of birth, driver's license number, taxpayer identification number, or routing code.

### 16. Insurance Requirements and Indemnification

The Contractor agrees to obtain insurance coverage of the types and amounts required as set forth in the Insurance Checklist attached as Exhibit B and keep such insurance coverage in force throughout the life of this Contract.

#### 16.1 Insurance Certificate and Additional Insured Coverage

The Contractor further agrees to provide certificates of insurance to the County evidencing the coverages specified in the Insurance Checklist, and including the County as an additional insured. Additional insured coverage is to be by proof of blanket additional insured coverage within the general liability policy or as provided by an endorsement specifying the County as an additional insured to the policy. Contractor's agent must provide a copy of the endorsement or language from the policy with the certificate of insurance.

#### 16.2 Indemnification

The Contractor agrees to indemnify and hold the County, its officials, officers, agents, and employees harmless from any and all claims, damages, or liability, including defense costs, arising out of the Contractor's performance of the Services or presence on the County's property or worksite.

## **17. Independent Contractor**

The Contractor and its agents and employees are independent contractors and are not the employees of the County.

## **18. General Provisions**

### **18.1 Entire Contract**

This Contract, consisting of the following documents and Exhibits, embodies the entire Contract between the Parties.

18.1.1. The Contract – This Professional Services Contract

18.1.2. Exhibit A – The Scope of Work

18.1.3. Exhibit B – The Insurance Checklist

18.1.4. Exhibit C – The Contractor’s Budget

There are no promises, terms, conditions, or obligations relating to the Services other than those contained herein. In the event of a conflict between this Contract and any Exhibit, the terms of this Contract shall control.

### **18.2 No Assignment**

The Contractor may not assign or subcontract this Contract without the express written consent of the County.

### **18.3 Modification**

This Contract may be modified only in writing executed with the same formalities as this Contract.

### **18.4 Binding Effect**

The provisions of this Contract shall apply to and bind the heirs, executors, administrators, and assigns all of the parties hereto.

### **18.5 Headings**

The paragraph headings in this Contract are used only for ease of reference, and do not limit, modify, construe, and or interpret any provision of this Contract.

### **18.6 Governing Law and Venue**

This Contract is entered into under the laws of the State of Michigan. Any litigation between the Parties arising out of this Contract must be initiated within

two years of the cause of action accruing and must be brought in a court of competent jurisdiction in Genesee County, Michigan.

18.7 Severability and Survival

In the event that any provision of this Contract is deemed by any court of competent jurisdiction to be legally ineffective, such decision shall have no effect on the remaining provisions of this Contract.

18.8 Interpretation

Each Party has had opportunity to have this Contract reviewed by legal counsel and has had equal opportunity to contribute to its contents. In the event of any dispute concerning the interpretation of this Contract, there shall be no presumption in favor of any interpretation solely because the form of this Contract was prepared by the County.

18.9 Remedies

All remedies specified in this Contract are non-exclusive. The County reserves the right to seek any and all remedies available under this Contract and applicable law in the event that the Contractor fails to abide by the terms of this Contract.

IN WITNESS WHEREOF, the Parties have caused this Contract to be executed by their duly authorized agents.

**CONTRACTOR NAME**

COUNTY OF GENESEE

By: \_\_\_\_\_  
**Name of Contractor Signatory**  
**Title of Contractor Signatory**

By: \_\_\_\_\_  
Mark Young, Chairperson  
Board of County Commissioners

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Chief Assistant Prosecuting Attorney – Civil Division

**EXHIBIT A**  
Description of the Services

**Ongoing Services:**

1. Reviewing all health and welfare plans for appropriate administrative changes to achieve cost savings.
2. Review and advise on all health and welfare plans and processors for compliance with Health Care Reform and Public Act 152 regulations and other related legislative requirements, (AHCB4) COBRA, ADA, HIPPA, FMLA, etc.
3. Assist with plans and processes for compliance pertaining to future legislation pertaining to health and welfare requirements.
4. Evaluating the County health plans to determine benefit changes that would provide needed cost savings with minimum employee impact. This would include being a resource in local negotiations including participation in meetings and hearings.
5. Continuously analyze trends, evaluate County risk and recommend any required changes to the current stop loss limits for the County's medical insurance plans and pharmacy benefits provider.
6. Assist in marketing, developing RFP's, and analyzing proposals for all lines of health and welfare insurance plans including a Third Party Administrator of health and welfare services.
7. Evaluating all plans, recommendations for cost reductions as well as assisting in the implementation phase for any of the County's health and welfare programs.
8. Be an expert witness as required during contract negotiations, arbitration, etc.
9. Be a guide to the county regarding Health Care Reform requirements.
10. Monitor, identify and advise on self-insurance statements and rate calculations, charges, etc.
11. Act as an advocate for the county with vendors. Participate in renewal meetings and vet contractors.

**EXHIBIT B**  
**Insurance Checklist**

- |   |   |
|---|---|
| <input checked="" type="checkbox"/> 1. Workers' Compensation  | Statutory limits of Michigan  |
| <input checked="" type="checkbox"/> 2. Employers' Liability   | \$100,000 accident/disease<br>\$500,000 policy limit, disease<br>Including Premises/operations                                |
| <input checked="" type="checkbox"/> 3. General Liability  | \$1,000,000 per occurrence with \$2,000,000 aggregate<br>Including Products/Completed Operations and<br>Contractual Liability |
| <input checked="" type="checkbox"/> 4. Professional liability   | \$1,000,000 per occurrence with \$2,000,000 aggregate<br>Including errors and omissions                                       |
| <input type="checkbox"/> 5. Medical Malpractice   | \$200,000 per occurrence \$800,000 in aggregate   |
| <input checked="" type="checkbox"/> 6. Automobile liability   | \$1,000,000 combined single limit each accident-<br>Owned, Hired, Non-owned   |
| <input type="checkbox"/> 7. Umbrella liability/Excess Coverage  | \$ ,000,000 BI & PD and PI  |
| <input checked="" type="checkbox"/> 8. <u>Genesee County named as an additional insured on other than workers' compensation and professional liability via endorsement. A copy of the endorsement or evidence of blanket Additional Insured language in the policy must be included with the certificate.</u> |   |
| <input type="checkbox"/> 9. Other insurance required: _____   |   |
| <input checked="" type="checkbox"/> 10. Best's rating: A VIII or better, or its equivalent (Retention Group Financial Statements)   |   |
| <input checked="" type="checkbox"/> 11. The certificate must state bid number and title   |   |

**EXHIBIT C**  
Contractor's Projected Budget  
[Date] to [Date]

**[INSTRUCTIONS: If this is not a Budget Reimbursement contract, delete this Exhibit.]**

**ATTACHMENT B - PROPOSER INFORMATION FORM**

A. Company Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone \_\_\_\_\_ Fax: \_\_\_\_\_ Website: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Contact Title: \_\_\_\_\_

Contact Phone: \_\_\_\_\_ Contact Email: \_\_\_\_\_

B. Business Structure:    \_\_\_\_\_ Corporation    \_\_\_\_\_ Partnership    \_\_\_\_\_ Sole Proprietor

C. Number of years in business as the company named above \_\_\_\_\_

D. Largest single contract this company has held \$ \_\_\_\_\_

E. Total annual gross sales for health and welfare services over last five (5) complete years:

2012 \_\_\_\_\_ 2013 \_\_\_\_\_ 2014 \_\_\_\_\_ 2015 \_\_\_\_\_ 2016 \_\_\_\_\_

F. Deviations from specifications?    \_\_\_ Yes    \_\_\_ No

G. Geographical area of operations for your firm    \_\_

## ATTACHMENT C – PROPOSER QUESTIONNAIRE

**PROPOSER'S MUST PROVIDE A WRITTEN RESPONSE TO EACH QUESTION AND SUBMIT THE INFORMATION AS PART OF THEIR PROPOSAL.**

### **A. Company Information**

*Questions asked to discern capabilities, capacity, qualifications, focus and expertise versus dispersion/dilution, ability to pro-actively service clients from an employee to client ratio perspective, resources dedicated to indirect client service and team support (i.e. administration, research and compliance, IT, etc.), suitability of possible initiatives, and of course experience specifically in the governmental/muni or public/private school marketplace.*

1. When was your organization established/founded?
2. How long has your organization offered group employee benefit services?
3. What products and services are offered by your firm?
4. What percentage of your firm's (or your parent company, if your organization is a division of a larger organization) staffing resources and revenues are dedicated to:
  - Property and casualty insurance
  - Individual insurance and other financial products
  - Retirement plans
  - Benefit administrative services?
5. How many people are employed at your organization? Full time? Part time?
6. How many of these employees are dedicated locally to group health and welfare benefits?
7. Of those working in group health and welfare, how many work in the following categories or disciplines?
  - 7.1. Admin and other support
  - 7.2. Management
  - 7.3. Sales/Account Executive
  - 7.4. Customer Service
  - 7.5. Underwriting

How many within Management also have Account Executive client service responsibilities?
8. How many associates will be assigned to Genesee County's account with a full service account? How many associates will be assigned if there is an individual fee for service/project arrangements?
9. Provide the following information for each of these individuals:
  - 9.1. Names, biography, job description and client responsibilities
  - 9.2. Client names served by these individuals, industry of client, # of employees
10. What process do you use to select, hire and retain high quality employees? How do you assure that we will have a motivated and well-trained and supported staff dedicated to us?

11. List the number of clients for whom you serve on a comprehensive basis in the area of health and welfare plan design and management (e.g. employment of all organization resources on a full service basis)? Describe other types of client engagements, particularly public sector.
12. Categorize the organizations you service in the area of health and welfare plan management:
 

0-49 employees	number of clients:
50-99	
100-249	
250-499	
500-999	
1000+	
13. Will you provide your client listing for organizations that employ greater than 100 employees? Are all clients available as references?
14. What is your 'controlled' client retention rate?
15. For each item below, in 250 words or less, please describe your organization's experience working with [governmental entities/schools districts/etc]. Include experiences with represented and non-represented staff.
  - 15.1. Employee communications and education
  - 15.2. Financial analysis
  - 15.3. Vendor evaluation
  - 15.4. Plan administration
  - 15.5. Regulatory review and compliance
  - 15.6. Plan design, cost, trends benchmarking
  - 15.7. Labor contract negotiation support
  - 15.8. Arbitration support/testimony
  - 15.9. Other services
16. Does your organization offer national, regional and local benchmarking statistics for employee contributions, benefit costs, etc.? Describe.
17. Describe the process by which your organization disseminates information about legislative and regulatory requirements and changes to your clients. Provide several samples reflecting timely articles/items of interest. Frequency of distribution?
18. List five (5) differentiators for your firm. What critical success factors distinguish your organization from your competitors? Be succinct in your responses (limit to only a statement or two per factor).
19. Does your organization have a dedicated supervisory staff position for Regulatory Compliance? Explain.
20. Explain how your organization will assist with directly supporting bargaining efforts, including proprietary benchmarking support, negotiations, expert witness testimony, etc.
21. Does your organization have "Premier Agent" status with BCBS of Michigan?

22. Is your organization represented on the BCBSM Agent Advisory Committee?

**B. Services and Fees**

1. Does your organization accept commissions, charge consulting fees, or both? Please describe in full your consulting fees or commission schedules for all of the services you provide. Describe your method to disclose all compensation to Genesee County.
2. Please include with your reply, a sample copy of several recent employee communication materials. Include all items, including educational materials, presentations, forms, etc.
3. What methods will you utilize to help evaluate and improve population health?
4. Describe your compliance advisory process. Explain your ability to monitor regulatory and legislative developments in such areas as ADA, FMLA, HIPAA, IRS Code Section 125, COBRA, Healthcare ACA reform and other benefit compliance issues including statutes, rules and regulations on the federal and state level that may impact the benefits we provide, etc. Do you have a dedicated compliance expert? What percentage of that individual's time is dedicated to research and compliance matters?
5. Do you provide training/seminars for the above-mentioned topics? If yes, are there additional charges for these services? What were your, '10, '11, '12, 13 and '14 topics? What topics are anticipated for '15?
6. Describe the process by which your organization incorporates these developments into plan documents, SPD's, administration procedures, etc. If yes, are there additional charges for these services?
7. In the event your company is chosen to provide services for Genesee County, please describe the implementation plan and process that will be taken to get us started as a client.
8. Has your organization completed an independent/outside third party client satisfaction survey during the last two years? If so, provide a copy of the surveyor's report.
9. How are you going to reduce Genesee County's costs? What specific strategic or tactical approaches will be pursued?
10. Please describe the frequency of reporting to the County regarding benefit costs and usage (monthly, quarterly, etc.). What information would be contained in these reports to assist the County (and its unions, if applicable) in evaluating the usage of the benefit?
11. What differentiates your business and service model from your competitors, both professionally and technically? Feel free to elaborate, and be prepared to discuss at length in a face-to-face meeting with the County (if applicable).