REQUEST FOR PROPOSAL

#6736

HEALTHCARE REIMBURSEMENT ARRANGEMENT

RECORDKEEPING & ADMINISTRATIVE SERVICES

FOR

Washtenaw County Human Resources

Issued By:

Washtenaw County Purchasing
Administration Building
220 N. Main Street
Ann Arbor, MI 48104

Angela O. Perry
Purchasing Manager
(734) 222-6768

Proposal Submitted by:

_____

Please type Bidder's Company Name & **include as proposal cover**

WASHTENAW COUNTY

Finance Department

Purchasing Division

220 N. Main, Ann Arbor, MI 48104
Phone (734) 222-6760, Fax (734) 222-6764
www.purchasing.ewashtenaw.org

Request for Proposal # 6736: Healthcare Reimbursement Arrangement Recordkeeping & Administrative Services

INTRODUCTION

July 29, 2013

Washtenaw County Purchasing Division on behalf of Human Resources is issuing a sealed RFP #6736 for comprehensive recordkeeping and administrative services for a new Healthcare Reimbursement Arrangement program.

To achieve a uniform review process and obtain the maximum degree of comparability, please complete all sections in the order that they are presented in this Request for Proposal. Bidders shall include a Letter of Transmittal (limited to no more than two pages), briefly stating your organization's understanding of the services requested, the names, titles, and contacts of persons authorized to make presentations on behalf of your organization, and **acknowledgement of your firm's acceptance of all the terms and conditions as presented in the RFP.** Bidders shall include a table of contents which should, to the degree possible, correspond to the RFP. Proposals must be sealed and labeled on the outside of the package to clearly indicate they are in response to Request for Proposal - # 6735. We require one (1) unbound original and three (3) bound copies **with the pricing/fees page clearly flagged** in the response and all accompanying materials, as well as an electronic copy on CD-ROM, or other standard device be delivered to:

Washtenaw County
Purchasing Division – RFP # 6736
220 N. Main St. Basement
Ann Arbor, MI 48104

All responses must be received no later than **4:00 p.m. EST on Tuesday, August 20, 2013.**

Late responses will not be considered.

Please direct purchasing and procedural questions regarding this RFP to Angela O. Perry via email to **perrya@ewashtenaw.org**.

Technical questions regarding this RFP must be submitted in writing to the HR RFP Coordinator, Chyanne V. Cooper, via email (cooperc@ewashtenaw.org) on or before close of business Tuesday August 6, 2013 with the words "HRA RFP # 6735" in the subject line. Depending on the type and volume of inquires; responses may or may not be provided. Applicable responses and/or amendments to the RFP will be provided on or before August 12, 2013 only to the potential responders on the Distribution List.

In order to be placed on the Distribution List, potential bidders should submit the "Acknowledgement of Receipt of Request for Proposals Form" that accompanies this document (**Exhibit H**) by Friday August 9, 2013. Failure to return this form, or to provide complete contact information, including an e-mail address, shall mean that the potential bidder's name will not appear on the Distribution List.

The following dates are set forth for informational and planning purposes and may be changed at the discretion of Human Resources.

	2013
RFP Issued	July 29
Deadline to submit written questions	August 6
Deadline to be placed on the Distribution List	August 9
Response to written questions / RFP amendments	August 12
Deadline to submit proposal	August 20
Oral presentations by finalists (if applicable)	September 5

Thank you for your interest.

BID #6736 Healthcare Reimbursement Arrangement – Recordkeeping & Administrative Services

PROPOSAL INFORMATION

I. PROPOSAL DEFINITIONS

Definitions

"Bidder"	An individual or business submitting a bid to Washtenaw County
"Contractor/Vendor"	One who contracts to perform services in accordance with a contract
"County"	Washtenaw County in Michigan
"Human Resources"	Washtenaw County Human Resources

II. TERMS

A. Washtenaw County reserves the right to reject any and all proposals received as a result of this RFP. If a proposal is selected, it will be the most advantageous regarding price, quality of service, the CONTRACTORS qualifications and capabilities to provide the specified service, and other factors that the County may consider. The County does not intend to award a contract fully on the basis of any response made to the proposal; the County reserves the right to consider proposals for modifications at any time before a contract would be awarded and negotiations would be undertaken with that CONTRACTOR whose proposal is deemed to best meet the County's specifications and needs.

B. The County reserves the right to reject any or all bids, to waive or not waive informalities or irregularities in bids or bidding procedures, and to accept or further negotiate cost, terms, or conditions of any bid determined by the County to be in the best interests of the County even though not the lowest bid.

C. Proposals must be signed by an official authorized to bind the CONTRACTOR to its provisions for at least a period of 90 days. Failure of the successful bidder to accept the obligation of the contract may result in the cancellation of any award.

D. In the event it becomes necessary to revise any part of the RFP, addenda will be provided. Deadlines for submission of RFP's may be adjusted to allow for revisions. To be considered, **one (1) original and three (3) copies** (one copy unbound) and an electronic version in pdf format, submitted on CD-RW, DVD or USB drive must be at the County as indicated on or before the date specified.

E. Proposals should be prepared simply and economically providing a straight-forward, concise description of the CONTRACTOR'S ability to meet the requirements of the RFP. Proposals must be typed. No erasures are permitted. Mistakes may be crossed out and corrected and must be initialed in ink by the person signing the proposal. *CONTRACTOR shall ensure that proposals are submitted using both sides of recycled paper whenever practicable.*

F. In the event, the County receives two or more bids from responsive, responsible bidders, one or more of whom are Washtenaw County Contractors and the bids are substantially equal in price, quality and service, the County shall award the contract to the most responsive, responsible Washtenaw County Contractor. For purposes of this section, Washtenaw County Contractor means a company which has maintained its principal office in Washtenaw County for at least six (6) months. Maintaining a Washtenaw County P.O. Box, is not, in and of itself, sufficient to establish a company as a Washtenaw County Contractor. The County shall have sole discretion under this section to determine if a company qualifies as a Washtenaw County Contractor and if two or more bids are substantially equal.

G. The initial award of this contract shall be for a period of **3 year(s)**, with an option for an additional **2 one year renewals**, pending agreement by both parties.

H. CONFLICT OF INTEREST. Contractor warrants that to the best of contractor's knowledge, there exists no actual or potential conflict between contractor and the County, and its Services under this request, and in the event of change in either contractor's private interests or Services under this request, contractor will inform the County regarding possible conflict of interest which may arise as a result of the change. Contractor also affirms that, to the best of contractor's knowledge, there exists no actual or potential conflict between a County employee and Contractor.

I. The bidder shall be responsible for all costs incurred in the development and submission of this response. Washtenaw County assumes no contractual obligation as a result of the issuance of this RFP, the preparation or submission of a response by a bidder, the evaluation of an accepted response, or the selection of finalists. All proposals, including attachments, supplementary materials, addenda, etc. shall become the property of Washtenaw County and will not be returned to the bidder.

J. Any responses, materials, correspondence, or documents provided to Washtenaw County under this solicitation are subject to the State of Michigan Freedom of Information Act and may be released to third parties in compliance with that Act.

III. VENDOR SPECIFICATIONS

The proposal shall include **all** of the following information. Failure to include all of the required information may result in disqualification of a Bidder.

A. State the bidder's qualifications to provide the services required by Washtenaw County. Include years in business under your present company name, staff profile and experience. **See questions listed in Exhibit A.**

(Attach as Addendum A)

B. Staff performing the services on-site must be factory certified. A copy of the certificate must be included in the proposal.

(Attach as Addendum B)

C. List three (3) references from previous corporate or government customers purchasing similar services. Include business name, contact name and phone number.

(Attach as Addendum C)

D. Review contract provisions and insurance requirements. Note any limitations on any of the articles or providing insurance requirements as outlined in the contract provisions contained in Sample Contract.

(Attach as Addendum D)

IV. AWARD

Award will be made to the lowest responsive, responsible bidder, with most relevant experience and best qualifications. However, the award may not be based solely on low bid alone.

V. SCOPE OF WORK

The County is seeking to establish a retiree health reimbursement account (HRA) with associated record keeping services, claims services, compliance and trust services. As a new plan, the Employer will be funding through pre-tax contributions for regular employees hired 1/1/14 and beyond as follows:

- 0-10 years $100/pay $2,600 annually
- 11-15 years $125/pay $3,250 annually
- 16-20 years $150/pay $3,900 annually
- 21-25 years $175/pay $4,550 annually
- 26+ years $200/pay $5,200 annually

Upon normal retirement eligibility, and corresponding retirement, retiree will not receive any continuation of health care coverage, however, shall have full access to his/her HRA account for eligible medical expenses as defined under IRC Section 213(d).

To meet the established needs, the County has identified various goals and objectives for the Plan and is looking to your company to provide the services necessary to accomplish, at a minimum, its identified objectives. Please see questions outlined in **Exhibits B – G** regarding specific goals and project areas.

Exhibit A – PROVIDER BACKGROUND

Your company's proposal, including your responses to the following questions, will be incorporated as part of the contract between your company and the County of Washtenaw.

1. State the name and address of your company. Provide the name, title, address, e-mail address, and telephone and fax numbers of the person(s) from your company whom Human Resources should contact with questions regarding your response.

2. Give a brief history of your company.

3. How long has your organization been providing services to governmental health reimbursement arrangements?

4. Is your company a subsidiary or affiliate of another company? Give full disclosure of all direct or indirect ownership, and the type of relationship with affiliate companies.

5. Is the package of services being quoted provided under a joint venture arrangement? If so, describe the arrangement, its terms and conditions, and whether your company and the other companies have been involved in similar joint ventures in the past.

6. Indicate whether any services will be subcontracted to another company and fully describe these services and the stability, background, and qualifications of all companies that may provide subcontracted services, including audited financial statements for the last two years.

7. Does your company have any pending agreements to merge or sell your company? e.g.: demutualization, I.P.O.

8. Has your company ever filed a petition in bankruptcy, been petitioned into bankruptcy or insolvency, or made any assignment for the benefit of your creditors? If so, provide complete details.

9. Please provide your most recent audited financial statement. If the proposing firm is an insurance company please provide your credit ratings from such agencies as Standard & Poor, Moody's, Duff & Phelps and A.M. Best Company if available.

10. What are the local, state and federal agencies that monitor, oversee and audit your operations, financial transactions and licensing?

11. In the last 5 years, has your company:
    a. Been involved in litigation or is there any pending litigation arising out of your performance or participation in a defined contribution plan?

    b. Been cited or threatened with citation by any federal or state regulators for violations of any state or federal law or impending regulations?

    c. Had a contract terminated by a County for cause?

    d. Been denied a license or have had a license revoked or suspended to do business with a County? If so, please describe.

12. For how many years has your company been providing services to health reimbursement arrangements?

13. What services do you typically provide?

14. Please provide the number of plans you administer as of 6/30/13:
    a. Plan Size
    b. Health Reimbursement Arrangement
    c. Under 100 Participants
    d. 100-499 Participants
    e. 500-999 Participants
    f. 1,000 to 4,999 Participants
    g. Above 5,000 Participants

15. Please provide the number of plans you administer as of 6/30/13:
    a. Plan Size
    b. Health Reimbursement Arrangement
    c. Under $1 million
    d. $1-$5 million
    e. $5-$10 million
    f. Greater than $10 million

16. What is your average plan size?

17. Please provide three references of current clients similar to the County of Washtenaw in size and services requested. Fully describe your scope of services and include the following:
    a. County
    b. Name of Contact
    c. Telephone #
    d. Length of Relationship

18. Please provide three references of clients who have terminated their full-service relationship with you within the last three years, indicating the reason for termination.

19. How does your firm measure and evaluate County satisfaction? How does your firm intend to report the results of such measurements to the County?

20. What distinguishes your County service program for health reimbursement arrangements from that of other companies?

Exhibit B – RECORDKEEPING SERVICES

Your company will be required to maintain all participant level records and make them available to County personnel as requested.

1. Please provide a sample plan document.

2. Please describe your recordkeeping system.

    a. What recordkeeping system do you currently use?

    b. Was the system initially purchased from an outside vendor? If so, please provide the vendor' name.

    c. If purchased, how has your company modified the system?

    d. If leased, who has responsibility for system maintenance and enhancements?

    e. How many plans now use this system?

    f. How many full service clients use the system?

    g. How long has the system been used?

    h. When was the last update to the system and what were the key enhancements made to the system?

    i. How much has been spent on recordkeeping system enhancements/technology in the past two years? Please provide in $ and as a % of revenue.

3. Describe the maximum system limits for:
    a. Investment funds
    b. Contribution sources
    c. Vesting schedules

4. Describe your company's system back up, security, and disaster recovery procedures. Are files archived and stored at an off-site location? If so, what is the location? Have procedures been tested? When did you last perform a full-scale disaster recovery test?

5. How do you monitor the system and plan for future expansion?

6. Are you going through any system conversions or major changes now or in the next three years? If so, please describe and give the schedule. What effect will this have on the County's employees?

7. Which accounting methods does your system support – unit or share? Which is preferred?

8. Describe the integration among your voice response, Internet and recordkeeping systems. How do you assure that requests made via one access method will not be duplicated through another method if requests are batch processed?

9. Can you calculate employer contributions? (please include any costs)

10. Describe the reports that are furnished to the plan sponsor and participants. To what extent can these reports be customized? Please provide sample reports.

11. Describe the plan sponsor on-line access to reports. To what extent can the on-line reporting be customized? Provide sample on-line report screen prints and access to your demo site.

12. What controls are in place to ensure that the Plans are administered according to the plan provisions?

13. From what location would this account be serviced?

14. Provide the name, location, and brief biography for each key staff member who would be assigned to the County of Washtenaw account in the chart below.
    a. Name
    b. Number of Clients responsible for
    c. Tenure with your company
    d. Role on the account
    e. Educational and professional background
    f. Number of Clients
    g. Number of participants

15. What is your firm's policy for initial and ongoing training and licensing of customer service personnel?

16. Please give a description of your required licensing and continuing education program, including:
    a. number of hours of training
    b. training methodology (classroom, on-line, outside classes, etc.)
    c. qualifications of instructors

d. performance requirements for satisfaction of training program

17. Discuss how the team will interface with representatives at the County.

18. When will participant statements be mailed following each period end date? Provide a sample statement and indicate whether you would customize statements for the County. Provide your company's statement accuracy percentage, i.e., the percentage of statements that are mailed after the normal mail date because of an unresolved discrepancy or other problem.

19. Please provide a participant and plan sponsor website demo disk (or supply log-in instructions).

20. Please provide a sample Service Agreement for a County similar in size and make up to the County.

Exhibit C – CLAIMS SERVICING

Your company will be required to service all participant claims in accordance with the County's established parameters.

1. What is the typical turnaround time for the payment of a claim once it has been submitted? Please provide any schedules or calendars detailing the process.

2. Will you guarantee a stated turnaround time? How?

3. Describe your typical claims approval process? What controls are in place to ensure the claims are for qualified medical expenses?

4. Do you provide auto-reimbursement enabling retirees to be reimbursed for monthly insurance premiums without filing monthly claims?

5. Please describe a situation when a claim was paid incorrectly. What was the process to correct it?

6. Please describe the procedures for submitting a claim including the mediums by which the claim may be submitted.

7. How are claims paid? Is direct deposit available? Is there a charge to have a check mailed?

8. Will you provide access to auditors if requested by the County? Will there be an extra charge for complying with a County initiated audit?

9. Please describe the live customer service operators, voice response, and Internet services you will provide to both the Plan Sponsor and the Plan participants.
    a. Does the toll-free number for voice response utilize a voice response system or a human operator as the first contact?

    b. Can participants transfer to a County Service Representative midway through a voice response conversation? If so, what is the average time before a live representative answers the call?

    c. Can participants who have lost their PIN number or never received one access a County Service Representative?

    d. During what days/hours is a benefit service representative available?

e. During what days/hours is the voice response and Internet system available?

10. What types of Participant inquiries are your service representatives able to address? Are there any inquiries which will need to be addressed by County personnel?

11. What are your minimum qualifications for service representatives answering participant calls?

12. Provide the name and location, for staff member who would be assigned to the County of Washtenaw account for claims in the chart below.
    a. Name
    b. Tenure with your company
    c. Role on the account

13. Will a single point of contact be provided for the Plan Sponsor? For the Participants?

Exhibit D – COMMUNICATION

In addition to providing regular meetings to communicate the provisions and procedures of the Plan, the County is looking for a company that will be available for participant inquiries and questions.

One of the County's objectives is to provide clear, concise, and professional plan communication materials. Your company will be responsible for preparing, in consultation with the County, all plan communication materials in both printed and html format. Preparation includes the design, formatting, printing, and where necessary, the mailing of all materials. Your company will be required to print sufficient materials to ensure an adequate supply.

Your company will be required to present for the County's approval an annual communication plan. This plan should detail the approach your company will take in the upcoming year to communicate the Plan to the participants and describes the communication materials to be prepared, the frequency with which these materials will be distributed, and the distribution methods. Your company will also be required to report annually on the status of the Plan. This report shall include current data on the Plan's financials and the status of the delivery of plan services.

1. Fully describe your proposed education campaign for the County. Provide samples of all participant communication materials you have available. Please list any additional fees or charges not included in your proposal.

2. Please describe the extent to which your standard materials can be customized for the County.

3. Describe the process used to measure employee education efforts.

4. To what extent can employee statements be customized?

5. Will you need to hire any additional staff in order to service the County account?

6. How many group meetings will you provide for the County on an on-going basis? (Please include fees for additional meeting days on top of what is proposed).

7. How are fund fact sheets, prospectuses, and performance figures distributed?

Exhibit E – FEES

1. What detail do you typically include in billings? How often do you bill?

2. Please indicate any discounts that may apply to the County.

3. What fee guarantees, if any, will you extend to the County and for how long?

4. What is your expected rate of increase after the fee guarantee period?

5. Describe the availability of investment fees for offsetting recordkeeping and other plan expenses.

6. What are your various methods for reallocating monies back to the County for excess revenues?

7. Do you impose charges for adding or changing investment funds?

8. Do you impose charges for account termination?

9. Please describe any restrictions or fees for terminating the contract.

10. Please describe any agreements you are willing to make putting a portion of the recordkeeping fees at risk if performance standards are not met.

11. Please complete the following fee chart for recordkeeping / investment management services:

    Recordkeeping / Investment Management Services Fee
    Plan Document Fee (non-prototype)
    Plan Document Fee (prototype)
    Conversion Set-Up / Implementation
    Fee for Enrollment Kits
    Daily Fee for additional Employee Meetings not already included in bid
    Revenue Requirement
    Annual Base Fee
    Annual Recordkeeping Fee
    Annual Trustee Fee
    Per Participant Fee
    Per Eligible Fee
    Fund to Fund Transfer Fee
    QDRO
    Postage Charge to Mail Quarterly Statements to Participants
    Manual Check (stop payment / reissue)
    Any Other Fees

12. Please complete the following fee chart for claims services:

    Claims Services Fee
    Conversion Set-Up / Implementation
    Daily Fee for additional Employee Meetings not already included in bid
    Per Participant Fee (not eligible for claims)
    Per Participant Fee (eligible for claims)
    Annual Base Fee
    QDRO
    Claim Processing Fee
    Postage Charge to Mail Checks to Participants
    Manual Check (stop payment / reissue)
    Per Participant Retiree Billing Services Fee (utilizing service)
    Any Other Fees

13. Please disclose your asset management fee offsets/revenue sharing agreements for each of your proprietary and non-proprietary funds.

14. Please complete the fee summary chart below:

    Fee % of Plan Assets (bps)
    Weighted Expense Ratio
    Hard dollar fees (per participant fee, wrap fee)
    Fee offset/credit from revenue sharing
    All-in net expense

Exhibit F – COMPLIANCE

1. What assistance will you provide to the County regarding legal and regulatory compliance that affect the operation or design of their Health Reimbursement Arrangement?

2. What assistance will you provide to the County regarding QDROs?

3. Do you have legal staff to deal with issues regarding plan documents or administration for Health Reimbursement Arrangements?

   a. If yes, how many attorneys and how many paralegals are on staff?
   b. How do you charge for these services?
   c. What access does the County have to these resources/legal staff?

Exhibit G – TRUST SERVICES

1. Will you provide trust services for the County?

2. Please provide details on the scope of your trustee services?

3. How long has your firm provided trustee services?

4. Please list the banks you are affiliated with to offer custodial services and what jurisdiction they are chartered under.

VI. SAMPLE STANDARD PROVISIONS FOR CONTRACTS

If a contract is awarded, the selected contractor will be required to adhere to a set of general contract provisions which will become a part of any formal agreement. These provisions are general principles which apply to all contractors of service to Washtenaw County such as the following:

AGREEMENT is made this _____ day of _____, 2013, by the COUNTY OF WASHTENAW, a municipal corporation, with offices located in the County Administration Building, 220 North Main Street, Ann Arbor, Michigan 48107("County") and ***(NAME OF CONTRACTOR)*** located at ***(CONTRACTOR'S ADDRESS)*** ("Contractor").

In consideration of the promises below, the parties mutually agree as follows:

ARTICLE I - SCOPE OF SERVICES

The Contractor will ***(SPELL OUT SCOPE OF SERVICE)***

ARTICLE II - COMPENSATION

Upon completion of the above services and submission of invoices the County will pay the Contractor an annual amount not to exceed ***(SPELL OUT DOLLAR AMOUNT)***.

ARTICLE III - REPORTING OF CONTRACTOR

Section 1 - The Contractor is to report to Diane M. Heidt, Human Resources/Labor Relations Director and will cooperate and confer with him/her as necessary to insure satisfactory work progress.

Section 2 - All reports, estimates, memoranda and documents submitted by the Contractor must be dated and bear the Contractor's name.

Section 3 - All reports made in connection with these services are subject to review and final approval by the County Administrator.

Section 4 - The County may review and inspect the Contractor's activities during the term of this contract.

Section 5 - When applicable, the Contractor will submit a final, written report to the County Administrator.

Section 6 - After reasonable notice to the Contractor, the County may review any of the Contractor's internal records, reports, or insurance policies.

ARTICLE IV - TERM

This contract is for a three (3) year term (***change as necessary*)** which begins on ***(MONTH, DAY, YEAR***) and ends on ***(MONTH, DAY, YEAR)*** *with an option to extend for two (2) additional one (1) year periods.*

ARTICLE V - PERSONNEL

Section 1 - The contractor will provide the required services and will not subcontract or assign the services without the County's written approval.

Section 2 - The Contractor will not hire any County employee for any of the required services without the County's written approval.

Section 3 - The parties agree that the Contractor is neither an employee nor an agent of the County for any purpose.

Section 4 - The parties agree that all work done under this contract shall be completed in the United States and that none of the work will be partially or fully completed by either an offshore subcontractor or offshore business interest either owned or affiliated with the contractor. For purposes of this contract, the term, "offshore" refers to any area outside the contiguous United States, Alaska or Hawaii.

ARTICLE VI - INDEMNIFICATION AGREEMENT

The contractor will protect, defend and indemnify Washtenaw County, its officers, agents, servants, volunteers and employees from any and all liabilities, claims, liens, fines, demands and costs, including legal fees, of whatsoever kind and nature which may result in injury or death to any persons, including the Contractor's own employees, and for loss or damage to any property, including property owned or in the care, custody or control of Washtenaw County in connection with or in any way incident to or arising out of the occupancy, use, service, operations, performance or non-performance of work in connection with this contract resulting in whole or in part from negligent acts or omissions of contractor, any sub-contractor, or any employee, agent or representative of the contractor or any sub-contractor.

ARTICLE VII - INSURANCE REQUIREMENTS

The Contractor will maintain at its own expense during the term of this Contract, the following insurance:

1. Workers' Compensation Insurance with Michigan statutory limits and Employers Liability Insurance with a minimum limit of $100,000 each accident for any employee.

2. Commercial General Liability Insurance with a combined single limit of $1,000,000 each occurrence for bodily injury and property damage. The County shall be added as "additional insured" on general liability policy with respect to the services provided under this contract.

3. Automobile Liability Insurance covering all owned, hired and nonowned vehicles with Personal Protection Insurance and Property Protection Insurance to comply with the provisions of the Michigan No Fault Insurance Law, including residual liability insurance with a minimum combined single limit of $1,000,000 each accident for bodily injury and property damage.

Insurance companies, named insureds and policy forms may be subject to the approval of the Washtenaw County Administrator, if requested by the County Administrator. Such approval shall not be unreasonably withheld. Insurance policies shall not contain endorsements or policy conditions which reduce coverage provided to Washtenaw County. Contractor shall be responsible to Washtenaw County or insurance companies insuring Washtenaw County for all costs resulting from both financially unsound insurance companies selected by Contractor and their inadequate insurance coverage. Contractor shall furnish the Washtenaw County Administrator with satisfactory certificates of insurance or a certified copy of the policy, if requested by the County Administrator.

No payments will be made to the Contractor until the current certificates of insurance have been received and approved by the Administrator. If the insurance as evidenced by the certificates furnished by the Contractor expires or is canceled during the term of the contract, services and related payments will be suspended. Contractor shall furnish the County Administrator's Office with certification of insurance evidencing such coverage and endorsements at least ten (10) working days prior to commencement of services under this contract. Certificates shall be addressed to the Washtenaw County c/o: INSERT DEPARTMENT & CR#_____, P. O. Box 8645, Ann Arbor, MI, 48107, and shall provide for 30 day written notice to the Certificate holder of cancellation of coverage.

ARTICLE VIII - COMPLIANCE WITH LAWS AND REGULATIONS

The Contractor will comply with all federal, state and local regulations, including but not limited to all applicable OSHA/MIOSHA requirements and the Americans with Disabilities Act.

ARTICLE IX - INTEREST OF CONTRACTOR AND COUNTY

The Contractor promises that it has no interest which would conflict with the performance of services required by this contract. The Contractor also promises that, in the performance of this contract, no officer, agent, employee of the County of Washtenaw, or member of its governing bodies, may participate in any decision relating to this contract which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is directly or indirectly interested or has any personal or pecuniary interest. However, this paragraph does not apply if there has been compliance with the provisions of Section 3 of Act No. 317 of the Public Acts of 1968 and/or Section 30 of Act No.

156 of Public Acts of 1851, as amended by Act No. 51 of the Public Acts of 1978, whichever is applicable.

ARTICLE X - CONTINGENT FEES

The Contractor promises that it has not employed or retained any company or person, other than bona fide employees working solely for the Contractor, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than bona fide employees working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this contract. For breach of this promise, the County may cancel this contract without liability or, at its discretion, deduct the full amount of the fee, commission, percentage, brokerage fee, gift or contingent fee from the compensation due the Contractor.

ARTICLE XI - EQUAL EMPLOYMENT OPPORTUNITY

The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief (except as it relates to a bona fide occupational qualification reasonably necessary to the normal operation of the business).

The Contractor will take affirmative action to eliminate discrimination based on sex, race, or a handicap in the hiring of applicant and the treatment of employees. Affirmative action will include, but not be limited to: Employment; upgrading, demotion or transfer; recruitment advertisement; layoff or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship.

The Contractor agrees to post notices containing this policy against discrimination in conspicuous places available to applicants for employment and employees. All solicitations or advertisements for employees, placed by or on the behalf of the Contractor, will state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief.

ARTICLE XII - LIVING WAGE

The parties understand that the County has enacted a Living Wage Ordinance that requires covered vendors who execute a service or professional service contract with the County to pay their employees under that contract, a minimum of either $11.64 per hour with benefits or $ 13.65 per hour without benefits. Contractor agrees to comply with this Ordinance in paying its employees. Contractor understands and agrees that an adjustment of the living wage amounts, based upon the Health and Human Services poverty guidelines, will be made on or before April 30, 2013 and annually thereafter which amount shall be automatically incorporated into this contract. County agrees to give Contractor thirty (30) days written notice of such change. Contractor agrees to post a notice containing the County's Living Wage requirements at a location at its place of business accessed by its employees.

ARTICLE XIII - EQUAL ACCESS

The Contractor shall provide the services set forth in Article I without discrimination on the basis of race, color, religion, national origin, sex, sexual orientation, marital status, physical handicap, or age.

ARTICLE XIV - OWNERSHIP OF DOCUMENTS AND PUBLICATION

All documents developed as a result of this contract will be freely available to the public. None may be copyrighted by the Contractor. During the performance of the services, the Contractor will be responsible for any loss of or damage to the documents while they are in its possession and must restore the loss or damage at its expense. Any use of the information and results of this contract by the Contractor must reference the project sponsorship by the County. Any publication of the information or results must be co-authored by the County.

ARTICLE XV - ASSIGNS AND SUCCESSORS

This contract is binding on the County and the Contractor, their successors and assigns. Neither the County nor the Contractor will assign or transfer its interest in this contract without the written consent of the other.

ARTICLE XVI - TERMINATION OF CONTRACT

Section 1 - Termination without cause. Either party may terminate the contract by giving thirty (30) days written notice to the other party.

ARTICLE XVII - PAYROLL TAXES

The Contractor is responsible for all applicable state and federal social security benefits and unemployment taxes and agrees to indemnify and protect the County against such liability.

ARTICLE XVIII - PRACTICE AND ETHICS

The parties will conform to the code of ethics of their respective national professional associations.

ARTICLE XIX- CHANGES IN SCOPE OR SCHEDULE OF SERVICES

Changes mutually agreed upon by the County and the Contractor, will be incorporated into this contract by written amendments signed by both parties.

ARTICLE XX - CHOICE OF LAW AND FORUM

This contract is to be interpreted by the laws of Michigan. The parties agree that the proper forum for litigation arising out of this contract is in Washtenaw County, Michigan.

ARTICLE XXI - EXTENT OF CONTRACT

This contract represents the entire agreement between the parties and supersedes all prior representations, negotiations or agreements whether written or oral.

ARTICLE XXII – ELECTRONIC SIGNATURES

All parties to this contract agree that either electronic or handwritten signatures are acceptable to execute this agreement.

ATTESTED TO:

By:_____
Lawrence Kestenbaum (DATE)
County Clerk/Register

WASHTENAW COUNTY

By:_____
Verna J. McDaniel (DATE)
County Administrator

APPROVED AS TO CONTENT:

By:_____
Diane M. Heidt (DATE)
Human Resources/Labor Relations Director

CONTRACTOR

By:_____
(CONTRACTOR'S NAME) (DATE)

APPROVED AS TO FORM:

By:_____
Curtis N. Hedger (DATE)
Office of Corporation Counsel

SAMPLE

SIGNATURE PAGE

_____	_____
Signature	Company Name
_____	_____
Print Name	Company Address
_____	_____
Title	City, County, St. Zip
_____	_____
Telephone #	Fax #
_____	_____
Federal Tax ID #	Email Address for Purchase Orders

The above individual is authorized to sign on behalf of company submitting proposal.

Proposals must be signed by an official authorized to bind the provider to its provisions for at least a period of 90 days.

Signature page must be signed and returned as part of vendor proposal.

☐ By checking this box we hereby certify that we are a Washtenaw County company. If proven otherwise, company may be subject to Disbarment and/or Suspension of doing business with Washtenaw County.

Exhibit H – ACKNOWLEDGEMENT OF RECEIPT FORM

In acknowledgement of receipt of the Request for Proposal – Healthcare Reimbursement Arrangement Recordkeeping and Administrative Services, the undersigned agrees that he/she has received a complete copy, beginning with the title page, proposal information, as well as Exhibits A-H.

The acknowledgment of receipt should be signed and returned to the RFP Coordinator no later than **5:00 p.m. EST Friday, August 9, 2013** in order to be added to the Distribution List**.** Only potential Responders who elect to return this form completed with the indicated intention of submitting a proposal will receive copies of all Bidder written questions and Washtenaw County written responses to those questions as well as RFP amendments, if any are issued.

☐ ***This Potential Responder does not intend to respond to this Request for Proposal.***

☐ ***This Potential Responder intends to respond to this Request for Proposal, and the authorized signature below indicates our acceptance of all the terms and conditions as presented in the Healthcare Reimbursement Arrangement Recordkeeping and Administrative Services – RFP.***

POTENTIAL RESPONDER: _____

REPRESENTED BY: _____

TITLE: _____ PHONE NO.:_____

E-MAIL:_____ FAX NO:

ADDRESS: _____

CITY: _____STATE: _____ZIP:

SIGNATURE: _____DATE: _____

Acknowledgement Form should be directed to:

Washtenaw County Human Resources
Chyanne Cooper, HR RFP Coordinator
220 N Main Street, PO Box 8645
Ann Arbor, MI 48107

E-Mail: cooperc@ewashtenaw.org
Facsimile: 734.222.6775