



GENESEE COUNTY PURCHASING

A Division of the Genesee County Controller's Office

COUNTY ADMINISTRATION BLDG

1101 BEACH STREET, ROOM 361,

FLINT, MICHIGAN 48502

Phone: (810) 257-3030

www.gc4me.com

August 6, 2019

GENESEE COUNTY REQUEST FOR PROPOSALS #19-197

Sealed proposals will be received until **3:00 p.m. (EDT), Friday, August 23, 2019**, at the Genesee County Purchasing Department, 1101 Beach Street, Room 361, Flint, MI, 48502 for **THIRD PARTY CLAIMS ADMINISTRATOR**.

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.

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:

| | |
|--|--|
| <i>DUE DATE:</i> | 3:00 p.m. (EDT), Friday, August 23, 2019 |
| <i>SUBMISSION OF QUESTIONS DUE:</i> | 5:00 p.m. (EDT), Wednesday, August 14, 2019 |
| <i>PROPOSAL REQUEST NUMBER:</i> | #19-197 |

Derrick Jones, Purchasing Administrator

bid2\2019\19-197

Attachments

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RFP #19-197 THIRD PARTY CLAIMS ADMINISTRATOR

SECTION 1 - INSTRUCTIONS TO PROPOSERS

1. Sealed proposals will be received until **3:00 p.m. (EDT), Friday, August 23, 2019**, at the Genesee County Purchasing Department, 1101 Beach Street, Room 361, Flint, MI, 48502. The Genesee County Purchasing Department hours of operation are 8:00 a.m. to 5:00 p.m., 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. Please carefully review this document. It provides information necessary to aid participating vendors in formulating a thorough response. A formal, comprehensive review period will be conducted to ensure that Genesee County selects the best possible vendor that will provide the best value and service.
 3. **Submit one original, two paper copies 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 MITN site for this offering.
- A) Michigan Inter-governmental Trade Network– an alternate review of the **RFP #19-197 THIRD PARTY CLAIMS ADMINISTRATOR** can be done at:
<https://www.bidnetdirect.com/mitn>.
- a. Genesee County has partnered with BidNet as part of the Michigan Inter-governmental Trade Network (MITN) and will post their bid opportunities to this site. As a vendor, you can register with [Michigan Intergovernmental 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.
4. 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.

5. 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.
6. 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.
7. 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 indemnify 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.

8. Proposal Format: Proposals must be submitted in the format outlined in SECTION 8 - INFORMATION REQUIRED FROM PROPOSERS to be deemed responsive.

SECTION 2 - STANDARD TERMS & CONDITIONS

1. See Genesee County website, Purchasing Department for Standard Terms and Conditions by going to the following link:
<http://www.gc4me.com/Std%20T%20%20C%20%20SECTION%202016.pdf>

SECTION 3 - ADDITIONAL TERMS & CONDITIONS

1. **Purpose**: Through this RFP, Genesee County ("the County") is soliciting proposals from qualified firms to provide its expertise in performing specific services in connection with its workers' compensation and liability/property self-insurance program, and to assist the County Risk Manager in providing services in preserving the County's human and economic values.

2. **Issuing Office:** This RFP is issued by the Genesee County Purchasing Department on behalf of the Risk Management Division. The contact person is Derrick Jones, Purchasing Administrator, Genesee County, 1101 Beach Street, Room 361, Flint, Michigan 48502, phone: (810)-257-3030, and djones@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 **5:00 p.m., Wednesday, August 14, 2019** 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 no later than **Friday, August 16, 2019 before 5:00 pm.**
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 8, INFORMATION REQUIRED FROM PROPOSERS. All prices and notations must be typed or printed in ink. No erasures are permitted. Mistakes may be crossed out and corrections must be initialed in ink by the person(s) signing the proposal. 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 noon, Monday, August 19, 2019, to the Genesee County Purchasing Department as listed above.
8. **Statement of Exceptions:** A standard County contract (see Exhibit 3) is included in this RFP. 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 – MINIMUM QUALIFICATIONS OF PROPOSERS

In order to qualify for award, a proposer shall have the capability in all respects to perform the work with integrity and reliability, which will assure good faith performance. This requirement shall include, but is not limited to, the availability of the appropriate financial, material, equipment, facility, personnel, ability, expertise and experience necessary to meet all requirements.

No proposal will be considered from any proposer lacking the capability, qualifications and the necessary experience for providing the services of a character similar to that required in this solicitation.

SECTION 5 – BACKGROUND INFORMATION

Genesee County is geographically located in the southeast region of Michigan approximately 60 miles northwest of Detroit. It is the fifth largest county in the State of Michigan with an approximate population of 400,000+. The largest city in the County is the City of Flint with an approximate population of 102,434. It is also the County seat.

The County is responsible for management and finance of some 250 municipal services to its citizens. These include: legislative, administration of the courts, law enforcement, community protection, human services, community enrichment, development, planning, management, and general support.

SECTION 6 - SCOPE OF WORK

SERVICES TO BE PERFORMED BY THE TPA

The successful TPA will perform the following services:

With regard to Claims Administration under the County Self-Insured Program;

Review all claim and loss reports received from the County during the term of the Agreement and process each claim or loss report in accordance with applicable statutory and administrative regulations.

Conduct an investigation of each reported claim or loss under as indicated above to the extent deemed necessary by the successful TPA in the performance of its obligations under the Agreement.

Arrange for field investigation services, medical specialists, or other experts to the extent deemed necessary by the successful TPA in connection with processing any Qualified Claim or Loss. Field Investigation Services shall mean and include, but not limited to, field and investigatory activities, supplementing the Supervision/In-House Investigation Services outlined above. The successful TPA shall have adjusters secure statements or witnesses and injured persons, complete activities checks, confer with doctors and hospitals, confer with plaintiff and/or defense lawyers, and prepare reports for their findings and activities to keep the County advised as developments occur, or any other activity as directed by the County. Additionally, the successful TPA will provide to the County possible subrogation options.

Pay on behalf of the County, medical and death benefits, temporary and permanent disability compensation, and other losses and expenses; however, only if, in the judgement of the successful TPA, such payment would be prudent for the County, and if the anticipated amount thereof does not exceed the limit specified in accordance with the OBLIGATIONS OF THE COUNTY section above, or in any case the County specifically approves or directs such action.

Perform reasonable and necessary administrative and clerical work in connection with qualified claim(s) or loss(es). Prepare checks bearing the name of Genesee County and drawn on the account, or accounts, established pursuant to the OBLIGATIONS OF THE COUNTY section above.

Maintain a file for each qualified claim or loss which shall be available for review by the County at any reasonable time, as further specified in the FILE STORAGE section.

Where provided the necessary information as specified in the OBLIGATIONS OF THE COUNTY section, the successful TPA shall notify excess insurers of all assigned claims that meet the excess insurer's reporting requirement, and if requested provide necessary information on the current status of these claim(s). If requested by the County, the successful TPA will complete experience reports submitted by excess insurers for aggregate retention reporting. The County will provide to the successful TPA a copy of its excess insurance policies containing the notification requirements and obligations referenced in this section.

Assist in preparing the defense of litigated cases, negotiating settlements, and pursuing subrogation or contribution actions; attend trial or hearings on those cases involving a qualified claim or loss.

Monitor the treatment programs recommended for employees by physicians, specialists, and other health care providers by reviewing all reports prepared by them and maintaining such contact with these providers, as may be appropriate in the judgement of the successful TPA.

As the County directs, assist in reviewing medical reports to consider the circumstances under which an ill or injured employee could return to work in the shortest period of time.

Assist the County in arranging for rehabilitation or retraining of employees in appropriate cases.

Maintain a current estimate of the expected total cost of each qualified claim(s) or loss(es).

Use computer programs to furnish to the County selected loss and information reports as agreed. These reports shall contain such information as the date and condensed description of the incident, other identifying information, the payments made, estimated future costs, and total expected costs of the claims or losses.

Provide narrative and analytical reports of major or litigated claims, as agreed.

Assist the County with State and Federal required reporting of all claims and administrative reporting requirements.

Provide claim forms and other forms deemed by the successful TPA to be appropriate for the efficient operation of the County self-insurance program.

With regard to Medical Controls under the Program, the successful TPA shall;

Assist the County, where permitted by law, in the selection of a panel of physicians or other providers of health care to initially treat employees and a panel of medical specialists to provide long-term or specialty care.

Consult with the County in order to develop ways of using any in-house dispensary or other medical facility more effectively.

With regard to Employee Counseling under the Program, the successful TPA shall;

As the County directs, provide information to ill or injured employees regarding the benefits available under the self-insurance program and counsel any such employees who wish to obtain the assistance of third parties (non-legal) in dealing with problems arising out of work-related illnesses or injuries.

If the County requests, and as agreed, consult with employee groups in regard to specific aspects of the self-insurance program.

If requested by the County, and as agreed, assist the County in developing policies and procedures to ensure that an employee's return to work or reassignment is consistent with any findings of an appropriate state administrative agency.

With regard to Development of the Program, if requested by the County, and as agreed, the successful TPA shall, to the extent appropriate;

Consult with key personnel of the County on the establishment and coordination of necessary procedures and practices to comply with regulations regarding handling of workers' compensation claims.

Participate in the orientation of County personnel who are directly or indirectly involved in the processing of qualified claim(s) or loss(es).

Provide information on changes or proposed changes in legislation, rules, or regulations affecting the handling of workers' compensation and liability/property claims.

Review the development of the self-insurance program periodically with representatives of the County in order to identify problems and recommend solutions.

SPECIFICATIONS

In addition to providing Third Party Claims Administrator Services to the County, consistent with the SCOPE OF WORK section. The successful TPA shall provide services to the County, consistent with the following County Claim Handling instructions for workers' compensation claims and liability/property claims.

County Workers' Compensation Claim Handling Instructions;

NOTICE:

- County injury report forms are used for all claims.
- The County completes a Form-100 on all claims, the TPA determines when Form-100 is forwarded to the State.

RESERVES:

- Medical Only claim reserves are established with a five hundred (\$500) dollar standard reserve.
- Reserves on lost time claims are based on exposure.
 1. Initial reserve must be re-evaluated within 30 days of receipt of notice.
 2. Revised reserve must reflect probable maximum loss, based on industry and medical standards, adjuster experience.
 3. Notice of reserves excess of \$30,000 for Medical and Indemnity combined must be discussed with the County Risk Manager.
 4. Reserves should not be "stair-stepped".
 5. The setting of all Legal reserves are to be discussed with the County Risk Manager.
- Expenses.
 1. Activities checks are encouraged based on "red flags" that may exist on individual claims.
 2. No reserve may be higher than \$5,000 without authorization of the County Risk Manager.

SETTLEMENT:

- Medical Only claims can be closed as soon as possible up to a maximum of \$2,500.
- Any Medical Only claims excess of \$2,500 incurred must be reported to the County Risk Manager.
- All settlement authority rests with the County.

REPORTING TO EXCESS CARRIER:

- Assigned to TPA after discussion with the County Risk Manager. A copy of the report must be forwarded to the County for the Risk Management file.

PAYMENTS:

- Indemnity payments are to be made weekly. A copy of check registers are to be emailed to the Risk Manager, County assigned accountant, and/or other designated County representative.

-Medical payments are to be made weekly. A copy of check registers are to be emailed to the Risk Manager, County assigned accountant, and/or other designated County representative.

FORM LETTERS:

- Acceptance of claim; no written notice necessary other than State required form 701.
- Claimant packet sent to claimant on lost time claims only.
- Litigation packet only when necessary.

MEDICAL TREATMENT:

- Primarily provided by Ascension (formerly Genesys) Occupational Health Network: 1460 N. Center Rd., Burton, MI 48509.
- Critical/Life Threatening emergencies are provided by either; McLaren Hospital, Genesys Hospital, or Hurley Hospital emergency facilities.

MEDICAL/VOCATIONAL MANAGEMENT:

- At County discretion.

QUESTIONABLE CLAIMS;

- Any questionable claim should be discussed with the County Risk Manager.

CLAIM REVIEW MEETINGS:

- Done quarterly.
- Can be done in person or by conference call.

LITIGATION:

- Current workers' compensation legal firm is: Hanba & Lazar, P.C.; 5125 Exchange Dr. Flint, MI 48507.

IME AND SURVEILLANCE:

- Appropriate physicians and firms may be used with discussion and authorization of the County Risk Manager.

BROKER/AGENT INFORMATION:

- Current Broker/Agent is Arthur J. Gallagher Risk Management Services, Inc.

Current carrier:

| | | |
|-----------------|---------------|--------------------|
| Safety National | SIR \$500,000 | Limit: \$5,000,000 |
|-----------------|---------------|--------------------|

County Casualty and Property Claims Handling Instructions;

CLAIMS-GENERAL:

- The TPA is assigned to all Liability and Property Claims sent by the County for handling.
- The County, at its option, may retain claims to self-administer and/or defend.
- Auto Physical Damage claims are handled by the TPA. However, the County may exercise its option to handle these claims.
- Auto Liability claims will normally be referred to the TPA for handling.

NOTICE:

- The County will submit information relating to claims, lawsuits or complaints to the TPA.
- The County uses Incident Reporting forms for Motor Vehicle Accidents (MVA) and Incidents or Complaints reported to the County.
- The TPA will arrange for PIP notices to Auto Liability claim parties upon knowledge of bodily injury and determination of eligibility. This may include County employees in auto accidents with workers' compensation options.

RESERVES:

- All reserves will be established based on the exposure and probable maximum cost.
- Total initial reserves or increases to reserves must be discussed with the County Risk Manager, if in excess of \$20,000.
- Reserves should not be "stair stepped".
- The setting of all Legal reserves are to be discussed with the County Risk Manager.

REPORTING TO EXCESS CARRIER:

- Assigned to TPA after discussion with the County Risk Manager. A copy of the report must be forwarded to County Risk Management for the file.

QUESTIONABLE CLAIMS:

- Any 'red flags' on files should be discussed with the County Risk Manager.

CLAIM REVIEWS:

- Done quarterly.
- Can be done in person or by conference call.

SETTLEMENTS:

- The TPA has no authority to settle claims without direction from the County.

LITIGATION:

- Generally, claims are assigned to County selected or carrier selected attorneys for handling.
- The County may defend cases through Corporation Counsel with distribution of reports and correspondence to the TPA.

BROKER/AGENT INFORMATION:

- Current Broker/Agent is Arthur J. Gallagher Risk Management Services, Inc.

Current carrier:

Liability

Safety National SIR - \$350,000 Limit - \$2,000,000

2nd Layer – Safety National Limit - \$8,000,000

3rd Layer – Allied World Nat'l Assurance Limit - \$10,000,000

Property

Chubb deductible - \$50,000 Limit – various

SECTION 7 – SUPPLEMENTAL CONDITIONS

TERM OF AGREEMENT AND CANCELLATION

The term of the contract shall be for five (5) years, beginning October 1, 2019 and ending September 30, 2024.

Either party may terminate the agreement at any time by giving ninety (90) days written notice to the other party at the address specified herein. Notice may be sent by first class mail, facsimile, or email.

The successful TPA will continue to process any qualified claim(s) or loss(es) incurred at the termination of the Agreement, provided that the County shall continue to make adequate funds available for the payment of such qualified claim(s) or loss(es), and any allocated loss expenses, and provided the County continues to pay TPA service invoices in a timely manner as specified under the SERVICE FEES section. The TPA acknowledges that, as a service company, they are subject to 408.43M, Rule 13M of the General Rules of the Bureau of Workers' Compensation, Department of Labor, State of Michigan. Notwithstanding said Rule, the County acknowledges its obligation to pay TPA service fees.

Upon termination of the contract, the files the successful TPA has maintained for qualified claim(s) or loss(es) (but not including any computer hardware, firmware, software, or other proprietary information of the TPA) shall be returned to the County. Should the TPA continue to provide services under the Program subsequent to termination of the contract, file storage will continue under the terms of the FILE STORAGE section, provided, however, that the TPA, or its agents, employees, or attorneys, shall continue to be entitled to inspect such files and make copies or extracts therefrom.

OBLIGATIONS OF THE COUNTY

The County shall at all times provide funds adequate for the payment of qualified claim(s) or loss(es) and of allocated loss expenses. For this purpose, allocated loss expenses shall mean all costs, charges, or expenses of third parties processed by the TPA, its agents, or its employees which are properly chargeable to qualified claim(s) or loss(es) including, without limitation, court costs, fees and expenses of attorneys, investigators, experts and witnesses, and fees for obtaining diagrams, reports, documents, and photographs.

The County shall deposit sufficient funds for the successful TPA to carry out its responsibilities under the terms of the contract in a bank account, or accounts, established by the County. The TPA shall have access to such account, or accounts, and the County shall readily make funds available to the TPA for use in payments under the Program. Sufficient funds shall be provided at the inception of the Agreement in an amount mutually agreed upon by the County and TPA. The County shall promptly replenish such account from time to time and thereafter, based upon estimates furnished by the TPA on the anticipated or actual level and volume of qualified claim(s)

or loss(es) and allocated loss expenses. Settlement of any amount or any individual payment exceeding \$3,000.00 will require approval by the County Risk Manager (or designated representative) prior to actual payment.

It is expressly understood that the successful TPA shall not be required to advance its own funds to pay losses or allocated expenses hereunder, or perform any services hereunder if the County fails to provide adequate funds, as stated in this RFP.

The County shall provide the TPA with information regarding any applicable excess coverages for the policy years necessary for proper notification of applicable claims to such insurers by the TPA.

GEOGRAPHIC LIMITATIONS

This RFP shall cover all operations of the County in the following geographic areas or locations:

MICHIGAN OPERATIONS

FILE STORAGE

Provided that an agreement has not been terminated under the TERM OF AGREEMENT AND CANCELLATION section, the successful TPA will maintain claim files electronically for a period of thirty six (36) months from the date of file closure. Claim files will be returned to the County electronically for permanent storage, or other mutually agreed upon storage arrangements. The County may agree to other reasonable file storage arrangements in which case the successful TPA shall be responsible for only the actual storage and retrieval costs associated with such arrangements. The TPA shall not destroy any files unless directed by the County in writing.

INVOICING

Prior to processing any invoice, a W-9 form must be completed and received by the Risk Management Office. All invoices must include: Company name, address, invoice number, itemized billing information and amount due.

SECTION 8 - INFORMATION REQUIRED FROM PROPOSERS (PROPOSAL FORMAT)

The following is a list of questions that must be completed and submitted for consideration in providing Third Party Administrator Insurance Claims Handling Services for the County. Please complete these in the order given and in outline form. The completed form must be submitted as part of the response to the RFP.

All proposals received must consist of the items referenced below and in the required format stated in this section, for a proposal to be deemed responsive. Failure to complete these questions or provide the requested information may be cause for rejection of proposal.

1. General Information
 - A. *Name of firm*
 - B. *Corporate address*
 - C. *Telephone number [s]*
 - D. *FAX*
 - E. *Website address*
2. Corporate History.
3. Branch office locations to service Genesee County; by Line of Coverage.
4. Names of the principal owners, partners or officers.
5. Furnish an organizational chart indicating the position of the claims management unit [s]. Indicate titles and years of experience in both public and private sector.
6. Please describe the staffing and caseloads for mono or multi-line claims personnel.
7. Describe a typical procedure for handling a litigated file from receipt of the complaint through settlement or trial: Please emphasize your view of your role in the process.
 - A. *Workers Compensation:*
 - B. *Liability:*
8. Furnish names, addresses, and phone numbers of at least 10 current clients within the State of Michigan. At least seven [7] should be public entities, preferably equal or larger to the size and exposure of Genesee County. Please identify the services provided: Liability, Auto Physical Damage, WC, etc.
9. Please provide a list of clients who have been lost within the past twelve months. Please include contact persons and phone numbers.
10. What percentage of your total clientele are public entities?
11. What percentage of your total clientele are counties?
12. Identify and describe in-house services that your firm is prepared to provide.
13. Please describe your reserving practices from initial setting to any modification deemed necessary. Please provide specifics as to the line of coverage. Describe factors that trigger adjustments upward or downward and your involvement with the client on any adjustments.
14. Describe how allocated expenses are monitored and adjusted.
15. Describe your fee structure, by line of coverage and specifically include the method of calculation. Please indicate any separation of billings of the following categories common for Workers Compensation.
 - A. *Workers Compensation*
 1. Medical Only Claims
 2. Indemnity Claims
 3. PPO
 4. Technical Review
 5. Medical Review
 - B. *General Liability or other coverage*
 - C. *Other*
 1. Flat rate per quarter for all services vs. bill by file
 2. Start Up Costs
 3. Administrative Costs/Annual Fees
 4. Costs associated with #16 below.

16. Please describe your Electronic Data Processing (EDP) capabilities, and provide samples of loss experience reports, management summaries and other often requested reports [maximum of 4].
17. The County currently has quarterly claim reviews for Liability and Workers Compensation. These are generally held in the County Offices for the Workers Compensation. The General Liability reviews may be by teleconference depending on the files to be reviewed. Describe your expected participation in these meetings.
18. Describe how your staff may be able to provide cost saving in litigation costs especially on recently litigated cases.
19. The County will be entering into a contract for a five (5) year term. Please propose an annual fee schedule for those five (5) years. **Proposed service fees shall be outlined, presented, and labeled in your proposal as “Exhibit A.”** Please note: the County shall pay the successful TPA service fees as agreed upon in writing by the County and the TPA. The agreed upon service fees will be finalized after submission of proposals and prior to award of this RFP.
20. If you have options for unbundled services, such as lost prevention and safety training services, you may submit an offer for consideration outside of the contract.

SECTION 9 - EVALUATION CRITERIA & SELECTION PROCEDURE

It is the intent of Genesee County to conduct a fair and comprehensive evaluation of all proposals received. A Review Committee will evaluate submitted proposals. The County will award the contract to the most responsive, responsible proposer having proven experience as described herein. The County reserves the right to award this contract not necessarily to the proposal with the lowest price but to the proposal that demonstrates the Best Value.

After determining which respondents best satisfy the minimum requirements, a comparative assessment of the relative benefits and deficiencies of each response will be made by an evaluation team using the criteria set forth below. The evaluation team will rate the respondents' proposals by ranking them, using the weighted criteria.

The proposal evaluation criterion:

| | |
|-----------------------------|---------------|
| <i>TPA Experience</i> | <i>20 pts</i> |
| <i>Fee Structure</i> | <i>20 pts</i> |
| <i>TPA Offered Services</i> | <i>20 pts</i> |
| <i>References</i> | <i>10 pts</i> |

The County reserves the right to accept or reject any respondent proposal in the best interest of the County. The County has no obligation to accept any response. The County is not responsible for any costs incurred by respondents to this RFP.

Selection Procedure

The evaluation team will review proposals by evaluating each proposal subject to the referenced criteria stated above. The scores will be submitted to the County Risk

Manager and an average of the team scores will be used to calculate the points for each criterion, and total points awarded to each responsive proposal submitted.

The evaluation team, at its option, may select companies to make a presentation or be interviewed by the County evaluation team. Additional supplemental material may be required for further evaluation or written responses or in preparation for a presentation/interview. The evaluation team may recalculate points based on presentations/interviews. The County may solicit Best and Final Offers, and there forth reserves the right to withhold the names of firms or individuals who have submitted a response to this RFP.

A recommendation will be made to the Board of Trustees of the Genesee County Property and Casualty Self-Insured Trust (GCPTSIT). The Board of Trustees of the GCPTSIT will make a final decision to either accept the recommendation, suggest further negotiations with the recommended third party claims administrator or another proposer, or not award the contract.

EXHIBIT 1
DOCUMENTS THAT MUST BE SUBMITTED WITH PROPOSAL

Vendors must complete and submit these documents, along with requested information that is stated in Section 8 of this proposal, with their submission.

- Signature Page
- Genesee County Insurance Checklist

SIGNATURE PAGE

GENESEE COUNTY RFP #19-197

THIRD PARTY CLAIMS ADMINISTRATOR

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: **Third Party Claims Administrator**

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: _____

Date: _____

Company: _____

Federal Employee Identification Number (FEIN): _____

DUNS Number: _____

Contact Person of company representative for matters regarding this RFP

CONTACT NAME POSITION

MAILING ADDRESS CITY STATE ZIP CODE

PHONE FAX E-MAIL

GENESEE COUNTY INSURANCE CHECKLIST

PROFESSIONAL SERVICES CONTRACT FOR: 19-197 RFP Third Party Claims Administrator (TPA)

Coverage 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 \$500,000 policy limit, disease Including Premises/operations |
| <input checked="" type="checkbox"/> 3. General Liability | \$1,000,000 per occurrence with \$2,000,000 aggregate Including Products/Completed Operations and Contractual Liability |
| <input checked="" type="checkbox"/> 4. Professional liability | \$1,000,000 per occurrence with \$2,000,000 aggregate 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- Owned, Hired, Non-owned |
| <input checked="" type="checkbox"/> 7. Umbrella liability/Excess Coverage | \$2,000,000 BI & PD and PI |

- 8. 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.
- 9. Other insurance required: Environmental Impairment Liability - \$1,000,000 limit
- 10. Best's rating: A VIII or better, or its equivalent (Retention Group Financial Statements)
- 11. The certificate must state bid number and title

Insurance Agent's Statement

I have reviewed the requirements with the Proposer named below. In addition:

The above required policies carry the following deductibles:

Liability policies are ***occurrence*** ***claims made***

_____ Insurance Agent Signature

Prospective Proposer 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 vendor/contractor, the department and County Risk Manager. To the degree possible, all changes will be made as soon as feasible.

EXHIBIT 2
DRAFT COPY OF CONTRACT

Vendors should review and submit any exceptions as part of their response to RFP. Failure to furnish this statement shall mean that the proposer agrees to meet all requirements set forth in this solicitation.

**THIRD PARTY CLAIMS ADMINISTRATOR
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

Initial Term

The initial term of this Contract commences on _____ and shall be effective through _____ (the "Initial Term").

3. Scope of Work

The Contractor agrees to perform the services described on Exhibit A (the "Services") and as stated in the request to proposal (RFP) # 19-197.

4. Compensation

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.

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 Stephen Cooperrider (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, defend 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 (will be revised to incorporate language in Section 7 of RFP)

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. 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.

11. 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".

12. 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.

13. Audit Rights

13.1 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.

13.2 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.

13.3 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.

13.4 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.

14. Identity Theft Prevention

14.1 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.

14.2 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.

15. 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.

15.1 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.

15.2 Indemnification

The Contractor agrees to indemnify, defend 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.

16. Independent Contractor

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

17. General Provisions

17.1 Entire Contract

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

17.1.1. The Contract – This Professional Services Contract

17.1.2. Exhibit A – The Scope of Work

17.1.3. Exhibit B – The Insurance Checklist

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.

17.2 No Assignment

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

17.3 Modification

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

17.4 Binding Effect

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

17.5 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.

17.6 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.

17.7 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.

17.8 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.

17.9 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: _____

Ted Henry, Chairperson

Board of County Commissioners

Date: _____

Date: _____

EXHIBIT A
Description of the Services
Rates to Provide Services

DRAFT

EXHIBIT B
Insurance Checklist

Copy of Company's Insurance Checklist
Copy of Company's Insurance Certificates

DRAFT