

**Third Party Employee Benefits
Administrator
RFP 08-22-14**

Pinal County
Finance Department
31 N. Pinal St.
Bldg. A
P.O. Box 1348
Florence, AZ 85232

PAGE 1 OF 56

NOTICE OF REQUEST FOR PROPOSAL

Designated Agency: PINAL COUNTY FINANCE DEPARTMENT ON BEHALF OF PINAL COUNTY EMPLOYEE BENEFIT TRUST

Material or Service: THIRD PARTY EMPLOYEE BENEFITS ADMINISTRATOR

Contract Type: RFP

Contract Period: BASE YEAR: 01/01/10 – 12/31/10
OPTION YEAR ONE: 01/01/11 – 12/31/11
OPTION YEAR TWO: 01/10/12 – 12/31/12
OPTION YEAR THREE: 01/01/13 – 12/31/13
OPTION YEAR FOUR: 01/01/14 – 12/31/14

Questions Due: JULY 7, 2009 BY NOON

Pre-Proposal Conference: JULY 14, 2009

Solicitation Due Date: JULY 21, 2009 BY 2:00 PM ARIZONA TIME

Number of Copies Required: ORIGINAL AND 6 COPIES

Solicitation Opening Date: JULY 21, 2009 AT 2:15

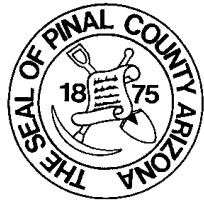
Solicitation Opening Location: 31 N PINAL ST, BLDG A
FLORENCE, AZ 85232

Procurement Officer Contact Name: LORINA GILLETTE

Telephone: (520) 866-6639

Fax: (520) 866-6661

E-mail: Lorina.Gillette@pinalcountyaz.gov



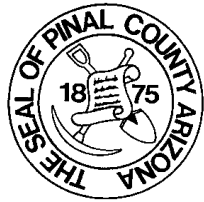
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Administrator
RFP 08-22-14

Pinal County
Finance Department
31 N. Pinal St.
Bldg. A
P.O. Box 1348
Florence, AZ 85232

PAGE 2 OF 56

TABLE OF CONTENTS

| <u>SECTION</u> | <u>PAGE</u> |
|---|--------------------|
| Authorization | 3 |
| Statement of Work | 4 |
| Contract Line Items | N/A |
| Uniform General Terms and Conditions | |
| Section 1 – Definition of Key Terms | |
| Section 2 – Submitting a Response | 23 |
| Section 3 – Contract Evaluation and Award | |
| Section 4 – Contractor Business Requirements | |
| Section 5 – Contract Administration; Interpretation | |
| Offer Format Requirements | 40 |
| Attachment A: No Response Form | 41 |
| Attachment B: Responder's Profile | 42 |
| Attachment C: References | 43 |
| Attachment D: Deviations and Exceptions | 44 |
| Attachment E: Addendum Acknowledgement | 45 |
| Attachment F: Non-Collusion Statement | 46 |
| Attachment G: W-9 | 47 |
| Attachment H: Responder's Checklist | 48 |
| Attachment I: Timeline | 49 |
| Attachment J: Sample Reports | 50 |
| Offer and Acceptance Form | 51 |
| Service Fees Worksheet | 53 |



Third Party Employee Benefits
Administrator
RFP 08-22-14

PAGE 3 OF 56

Pinal County
Finance Department
31 N. Pinal St.
Bldg. A
P.O. Box 1348
Florence, AZ 85232

AUTHORIZATION

Offers for the goods or services specified will be received by the **Pinal County Finance Department**, acting on behalf of the Pinal County Employee Benefit Trust, at the location specified on Page 1, until the time and date cited. Offers received by the correct time and date shall be opened and:

| Invitation Type | Information Read Aloud at Public Opening Ceremony |
|-----------------|---|
| IFB | Responder's name and the total contract price |
| RFP, SOQ | Responder's Name |

All other information contained in the Offer shall remain confidential until award is made. **If you need directions to our office**, please contact the Procurement Officer listed on the front page. Offers shall be in the actual possession of the Finance Department at the location indicated, on or prior to the exact time and date indicated above. Late Offers shall not be considered.

Offers must be submitted in a sealed envelope/box with the solicitation number and Responder's name and address clearly indicated on the outside of the envelope/box(es). All Offers must be written legibly in ink or typewritten. Additional instructions for preparing an Offer are provided herein.

OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION.

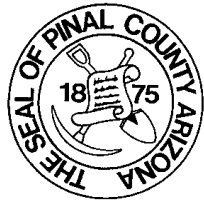
DOCUMENTS REFERENCED:

You may access a copy of the documents referenced within this Bid at the following web addresses:

Arizona Revised Statutes (A.R.S.) is available at:
<http://www.azleg.state.az.us/ArizonaRevisedStatutes.asp>

Pinal County Procurement Code – Articles 1 through 13 – is available at:
<http://pinalcountyyaz.gov/Departments/Finance/Pages/Home.aspx>

I.R.S. W-9 form (Request for Taxpayer I.D. Number) is available at:
<http://www.irs.gov/pub/irs-pdf/fw9.pdf>



Third Party Employee Benefits
Administrator
RFP 08-22-14

Pinal County
Finance Department
31 N. Pinal St.
Bldg. A
P.O. Box 1348
Florence, AZ 85232

PAGE 4 OF 56

STATEMENT OF WORK

The Pinal County Employee Benefit Trust (PCEBT) is seeking a highly qualified third-party administrator (TPA) to manage a fairly complex benefits program on behalf of Pinal County's eligible employees and dependents. The PCEBT has authorized the Pinal County Finance Department to obtain proposals on its behalf for the services outlined herein. The PCEBT requires a great deal of interaction between the TPA, its staff, employees and various vendors as well as strong technological capabilities, including, but not limited to, on-line open enrollment.

The PCEBT is seeking TPA services only; this RFP does not include brokerage, consulting, Prescription Benefit Manager (PBM) and/or Utilization Review (UR) services. All income (including, without limitation, fees, commission, revenue sharing, over-rides and similar items by whatever name known) derived from this contract by responding firms are to be disclosed and are subject to negotiation and approval by the PCEBT, including any revenue received as a result of arrangements with blind TPAs, subrogation firms, etc.

A timeline of tentative dates is included in Attachment "I" for your reference and information. It should be noted that finalists will be invited to interview in Pinal County with follow-up on-site visits to the top candidates after the initial interview. The timeline is very aggressive in order to accomplish evaluation, interview, site visit and award in time to allow for open enrollment beginning November 01, 2009.

The scope of services for this contract includes administration of Medical/Rx, Dental, Vision, Employee Assistance Program (EAP), Life/AD&D, Voluntary Term Life (VTL), Short-Term Disability, Flexible Spending, Medicare D, COBRA and HIPAA administration for both fully-insured and self-funded products. The scope includes some functions that may be considered non-traditional such as managing the production and distribution of annual open enrollment materials, conducting the annual open enrollment meetings, production of reports and records which are used as the source documents for county payroll records and administration of voluntary term life. Responding firms should anticipate a great deal of interaction with the County's Human Resources and have the ability to maximize the use of on-line computer technology for both County HR staff as well as Plan beneficiaries. Responding firms must be currently approved as a TPA for BlueCross BlueShield of Arizona. A detailed listing of the expectations for each category follows.

General

The successful firm will be required to perform/do at least the following:

- A. Abide by all applicable federal, state and local benefit related regulatory requirements.
- B. Maintain accurate eligibility data within the claims system, including covered members (active employees, elected officials, dependents, retirees, etc.), effective date of coverage and term dates, member dates of birth, gender, status (active, COBRA, etc.), social security number, alternate identification number and address.

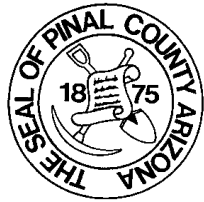


Third Party Employee Benefits
Administrator
RFP 08-22-14

Pinal County
Finance Department
31 N. Pinal St.
Bldg. A
P.O. Box 1348
Florence, AZ 85232

PAGE 5 OF 56

- C. Transmit eligibility data in a timely and accurate manner to all vendors requiring and/or requesting same, including but not limited to the designated Pre-Certification/Utilization Review (UR) provider, Prescription Benefit Manager (PBM), broker/consultant, actuary, insurers/reinsurers, and the Exclusive Provider Network.
- D. Complete processing, accurately and in a timely manner, of all claims that are eligible for reimbursement under the Plan Document (as amended from time to time by the Trust), including but not limited to functions such as eligibility verification, claims investigation and payment, subrogation, re-pricing, recordkeeping, claims correspondence and review. Claims contemplated under this section include Medical, Dental, Vision, Short-Term Disability, and Flexible Spending (medical and dependent care).
- E. Maintain complete and accurate claims and expense data by:
- 1) Benefit and Enrollment Group (i.e., Active and COBRA);
 - 2) Coverage Tier;
 - 3) Individual Beneficiary;
 - 4) Annual/Lifetime Maximums and Applicable Dollar/Incidence Sub-limits by Line of Coverage; and
 - 5) Reinsurance and Subrogation Recoverables/Recoveries.
- F. Provide an enrollment report delineating employee name, alternate ID, various benefits elected by tier and corresponding premium (sample attached in Attachment "J") as requested.
- 1) Provide a "change" report on a biweekly basis that includes the information noted above, identifying the type of change, effective date, and rate impact, if any.
- G. Actively research and pursue:
- 1) Subrogation against third parties;
 - 2) Claims overpayments; and
 - 3) Payments made for ineligible services.
- And return all recovered amounts to the Trust through such procedures as may be established.
- H. Complete specific and aggregate reimbursement processes for all eligible claims and expenses as provided under the applicable contracts of insurance and/or reinsurance and forward recovered amounts to the Trust through such procedures as may be established.
- I. Provide prompt and accurate telephonic and/or written response to all inquiries, including, but not limited to, maintenance of a toll-free telephone number available, at a minimum, between the hours of 8:00am to 5:00pm Monday through Friday, Arizona time (excluding holidays).
- J. Capability for eligibility verification telephonically and electronically during and after business hours.



Third Party Employee Benefits
Administrator
RFP 08-22-14

Pinal County
Finance Department
31 N. Pinal St.
Bldg. A
P.O. Box 1348
Florence, AZ 85232

PAGE 6 OF 56

- K. Initiate problem resolution methodologies pertaining to participant benefit issues that may arise.
- L. Provide claim, enrollment, change and any other such forms, open enrollment materials, procedures, etc. which are reasonably necessary for the efficient administration of the Trust.
- M. Provide on-line resources to plan participants, including, but not limited to, ability to check status of a claim, benefits enrollment, and ability to print a copy of an EOB.
- N. Process vendor payments after balancing with TPA system, including, but not limited to, insurance/reinsurance, life/AD&D, Voluntary Term Life (VTL), Exclusive Provider Organization (EPO) network, UR, EAP, attorney, hearing officer, actuary, consultant and such other expenses as authorized by the Trust at such intervals as agreed upon by the Trust.
- O. Verify that the sum of employer and employee premium contributions correspond to benefit elections and provide report of same with employer and employee contribution broken out by benefit type and tier.
- P. Reconcile contributions and vendor payments with census on a biweekly basis in conjunction with the County's payroll schedule.
- Q. Provide for a claims appeal process internal to the TPA and, where such appeals are not successfully resolved, prepare summaries of all items in dispute as well as a recommended course of action and present same in accordance with established appeal procedures authorized by the Trust.
- R. Provide reports as follows:
 - 1) Detailed claims reports by line of coverage with expenses broken out between employee and dependent on a monthly basis within fifteen (15) days from the last day of the calendar month;
 - 2) Check registers reflecting all checks issued on behalf of the Trust as checks are issued;
 - 3) Calculation of the aggregate attachment for that month and all prior months, as well as year-to-date on a monthly basis within fifteen (15) days from the last day of the calendar month;
 - 4) Reports on any claim in excess of a pre-determined amount or which appear likely, based on the nature of the involved illness/injury, to exceed 50% of the Trust's specific stop loss/reinsurance attachment point on a monthly basis within fifteen (15) days from the last day of the calendar month;
 - 5) Current list of enrolled employees and dependents on a biweekly basis in conjunction with the County's payroll schedule;
 - 6) Claim summaries by line of coverage and claim type (i.e., inpatient hospital, outpatient, professional, etc.) as requested;
 - 7) Claim summary identifying the number and dollar amount of claims in the standard 18 medical categories to allow the Trust to analyze where claims are originating as requested;



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Administrator
RFP 08-22-14

Pinal County
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31 N. Pinal St.
Bldg. A
P.O. Box 1348
Florence, AZ 85232

PAGE 7 OF 56

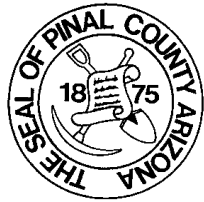
- 8) Claims lag report as requested;
 - 9) Preparation and filing of IRS form 1099 for all applicable claim or payment recipients annually; and
 - 10) Such other reports as the TPA, Trust, County HR staff and the Trust's Broker/Consultant may agree.
- S. Provide special claims reports as agreed upon by the Parties within thirty (30) calendar days of request, or as otherwise agreed by the Trust.
- T. Provide an Annual Benefit Statement for each Covered Employee.
- U. Provide timely statements and claims detail information to the Exclusive Provider Network (EPO), insurer(s) and reinsurer(s) in formats required by the Provider.
- V. As applicable, coordinate with the Trust's selected Provider Network(s) to arrange for receipt and re-pricing of claims by the Provider Network prior to re-shipping to TPA for payment to providers.
- W. To the extent claims arise outside of the network, whether in or out of Arizona, negotiate and/or arrange for repricing through blind network(s) to maximize savings.
- X. Comply with the requirements of the Trust's Network Provider(s), insurer(s), and reinsurer(s), including, but not limited to, reporting requirements.
- Y. Provide a master Summary Plan Description (SPD) and any periodic or necessary amendments thereto, including the Schedule of Benefits and such other provisions as may be needed to efficiently administer the Plan and communicate its provisions to beneficiaries.
- 1) Coordinate reproduction of SPD in sufficient quantities as determined by the Trust.
- Z. Attend Trust and other related meetings at the request of the Trust (some meetings may be attended telephonically or electronically).
- AA. Otherwise cooperate with the Trust and its associated vendors in all aspects of the Trust.

Specific Functions Required

The Plan Administrator will be required to perform the following specific tasks related to the various benefits and operations listed below:

Life Insurance

- A. Determine eligibility for Guaranteed Issue amount;
- B. Where amounts are in excess of the Guaranteed Issue, correct volume and withholdings to the GI limit subject to underwriting approval;



Third Party Employee Benefits
Administrator
RFP 08-22-14

Pinal County
Finance Department
31 N. Pinal St.
Bldg. A
P.O. Box 1348
Florence, AZ 85232

PAGE 8 OF 56

- C. Determine dependent eligibility and maximums; and
- D. If applicable, produce monthly list bill, or, if produced by the carrier, audit and reconcile monthly bill against HRIS.

Retiree Life Insurance

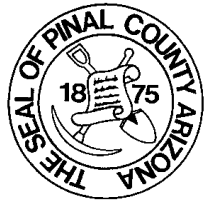
- A. Send enrollment materials and information to employees upon retirement;
- B. Mail retirees annual premium statement during Open Enrollment;
- C. If no response from retiree, send follow-up letter for payment and if no response received within 10 calendar days from the date of mailing, send a list of non-responders to County HR staff for handling
- D. On receipt of premium, deposit with Pinal County Treasurer.

Short-Term Disability

- A. County will approve requests for short-term disability;
- B. TPA will be responsible for calculation and payment of short-term benefits, which includes all withholdings (pre- and post-tax), on a weekly basis; and
- C. TPA to forward report of payments and withholdings on a weekly basis to County HR staff; and
- D. TPA will cut check for social security and other withholdings to Pinal County and forward, along with above-noted report, to County Payroll.

Flexible Spending

- A. Provide credit/debit cards for all participants;
- B. Maintain records and balances for each individual account by type of coverage (i.e., medical and dependent);
- C. Provide reimbursement to participants for eligible expenses on a weekly basis;
- D. Provide monthly claims registers separated by type of coverage;
- E. Issue account statements to participants;
- F. Produce separate, monthly management reports for medical and dependent care;



Third Party Employee Benefits
Administrator
RFP 08-22-14

Pinal County
Finance Department
31 N. Pinal St.
Bldg. A
P.O. Box 1348
Florence, AZ 85232

PAGE 9 OF 56

- G. Handle all participant inquiries concerning claims adjudication and determinations;
- H. Provide FSA participation agreements and enrollment forms, as well as educational materials as requested by the Trust; and
- I. Provide reconciliation for payroll deductions and account allowances.

COBRA

- A. Send COBRA notices to all qualified beneficiaries within the timeframes established in the regulations;
- B. Maintain census and enrollment information on COBRA beneficiaries;
- C. Administer COBRA provisions under ARRA;
- D. Monitor and apply subsidies received on behalf of COBRA participants from the various state retirement systems;
- E. Monitor continuing eligibility for COBRA in terms of months of coverage, etc.; and
- F. Receive and deposit all COBRA premiums with the County Treasurer.

HIPAA

- A. Receive, calculate and apply prior health coverage to pre-ex periods; and
- B. Issue Certificates of Creditable Health Coverage to terminating plan participants in accordance with HIPAA regulations.

Miscellaneous

- A. Open Enrollment
 - 1) Distribute via mail all open enrollment materials to active employees, COBRA beneficiaries and Retirees (life only);
 - 2) Attend open enrollment meetings along with Pinal County staff and other vendors to aid employees with online enrollment;
 - 3) Employees must be able to enroll on-line or can elect to complete the paper enrollment process which is returned to County HR staff or the TPA for manual entry;
 - 4) TPA will be required to audit withholding elections to assure accuracy of elections and associated dollars and after completion of audit, produce an electronic file in a format that



Third Party Employee Benefits
Administrator
RFP 08-22-14

PAGE 10 OF 56

Pinal County
Finance Department
31 N. Pinal St.
Bldg. A
P.O. Box 1348
Florence, AZ 85232

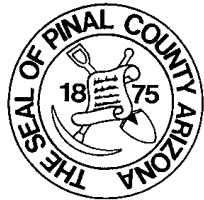
can be read by the County Payroll system for transfer to the County's HR File Transfer Protocol (FTP) site.

The County provides a number of benefits and a set dollar limit contribution which varies by benefit type. These limits will need to be set in the Open Enrollment system to prevent sign-up errors. Please confirm that your system has the capability to include numerous benefit types with varying dollar limitations.

B. New Hires

1) The TPA will process new hire information as follows:

- i. Enter enrollment form information into enrollment system;
- ii. Audit entries and produce an electronic file in a format that can be read by the County Payroll system for transfer to the County's HR FTP site.



Third Party Employee Benefits
Administrator
RFP 08-22-14

Pinal County
Finance Department
31 N. Pinal St.
Bldg. A
P.O. Box 1348
Florence, AZ 85232

PAGE 11 OF 56

QUESTIONNAIRE

Entity Information

- A. Please provide the full name, contact information, TIN and type of business (i.e., corporation, partnership, etc.) for your firm.
- B. Has your firm been involved in a merger during the last five years? If yes, please describe.
- C. Has your firm had a change of ownership in the last five years? If yes, please describe.
- D. Do you contemplate any agreement, or are any agreements being negotiated between you and other parties, which may affect ownership, corporate structure, or management during the next year?
- E. Has your firm had a change of name and/or used a "dba" or is it currently operating under an assumed name? If yes, please provide previous names.
- F. If your firm operates branch offices, please provide contact and address information for the office that will service this account.
- G. How many years has your firm been in business?
- H. Provide a list of your public entity clients, including a contact name and number of covered lives.
- I. Please provide the following:
 - 1) Organizational chart of the office that will service the Trust including the number of employees in each position; and
 - 2) Organizational chart of the service team proposed to service the Trust including names and titles.

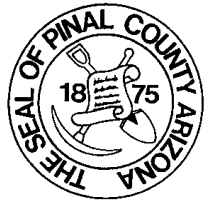
Compliance/Legal

- A. Does your firm have the following coverages in place?

| | <u>Company</u> | <u>Ded./SIR</u> | <u>Limit</u> | <u>Exp. Date</u> |
|---------------------|----------------|-----------------|--------------|------------------|
| Errors & Omissions | | | | |
| Fidelity Bond | | | | |
| Fiduciary Liability | | | | |

- B. Has your firm had a fidelity loss in the last ten years? If so:

- 1) Explain what happened;

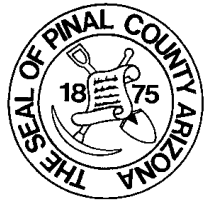


Third Party Employee Benefits
Administrator
RFP 08-22-14

Pinal County
Finance Department
31 N. Pinal St.
Bldg. A
P.O. Box 1348
Florence, AZ 85232

PAGE 12 OF 56

- 2) What was the amount of the loss?;
 - 3) What has your firm done to prevent re-occurrence?
- C. Has your firm or its principals ever been adjudged bankrupt? If yes, please explain.
- D. Have any of the principals in your firm or any of your employees (former or current) ever been indicted or convicted of mishandling/misappropriating any insurance company or client funds? If yes, please give details.
- E. Has your firm had any breach of a client's checking account in the last ten years which resulted in a financial loss to the client (without regard to whether the lost dollars were recovered)? If so, explain what happened, the involved dollars and the outcome in terms of dollars recovered.
- F. Has your firm been subject to an independent claims audit in the last three years? If yes:
- 1) Was the report ordered by your firm or by a client?
 - 2) What were the results?
 - 3) Can we review a copy of the report?
- G. Please provide a copy of your TPA's most recent BlueCross BlueShield of AZ audit.
- H. Has your firm completed a SAS70 audit?
- 1) If yes, what Type?
 - 2) Please provide a copy of the most recent report.
- I. Please note that any firm selected as the TPA for the Trust will be subject to periodic independent claims audit(s) at the Trust's discretion in terms of frequency and scope of such audits and to participate in and cooperate fully in such audits at no additional charge to the Trust. This provision shall apply for the duration of any initial and/or renewal terms of agreement between the Trust and TPA and for a period of twelve (12) calendar months after the termination of any services agreement. Please confirm your organization's agreement to this condition.
- J. How are you kept informed of changing legal requirements within the benefits arena?
- 1) How do you keep your clients informed of these changes?
- K. Please provide a sample copy of your firm's proposed TPA Contract/Administrative Agreement. **Please note: Pinal County Employee Benefit Trust reserves the right to use its own contract format in lieu of any sample agreements submitted by proposing firms, subject to mutual agreement between the Trust and involved proposer.**



**Third Party Employee Benefits
Administrator
RFP 08-22-14**

PAGE 13 OF 56

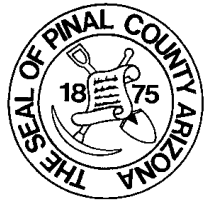
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Customer Service

- A. The Trust requires that proposing firms designate a single dedicated service representative who will be available to County staff for questions and problem resolution. Please provide the name of this person and a resume or summary of credentials.
- B. How many employees do you have in the following areas and where are they physically located?
- 1) Member Services – directly handling beneficiary inquiries
 - 2) Account Services – directly handling consultant/employer contact inquiries
 - 3) Claim Entry – entering claims into the computer system for processing
 - 4) Claim Payors – adjudication and release of claim payment
- C. What are the hours of operation (MST, PST, CST, EST) for the service office in terms of:
- 1) Responding to beneficiary inquiries
 - 2) Responding to client inquiries (i.e., client benefit or human resources staff)
 - 3) Interfacing with consultants such as Erin P. Collins & Associates, Inc. (ECA)
- D. As regards customer service lines:
- 1) Do you have a toll free number that can be used by the organization to contact customer service?
 - 2) On average what is the call waiting time before a customer service representative responds?
 - 3) What is the abandonment rate?
 - 4) What is the average call time?
 - 5) What is the % of first call resolution?
 - 6) Are there incentives in place to shorten call service times? If so, what are they?

Computer Systems

- A. What is the name of your claims adjudication software system?
- B. Have you changed, converted or upgraded your claims adjudication system within the last twelve months?
- 1) If yes, what is the name of your previous system?
 - 2) Is the conversion complete?
- C. Do you anticipate changing, converting, or upgrading your claims adjudication system within the next twelve months?
- 1) If yes, what is the name of the system you will be moving to?
 - 2) How will you manage the transition so as to minimize client disruption?



Third Party Employee Benefits
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RFP 08-22-14

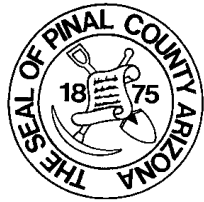
Pinal County
Finance Department
31 N. Pinal St.
Bldg. A
P.O. Box 1348
Florence, AZ 85232

PAGE 14 OF 56

- D. Are clients given access to your systems in their offices?
- 1) If yes, which administrative functions can clients perform?
 - 2) Can your system provide a “calculator” for County HR staff’s use in calculating qualifying status changes?
- E. Describe your member portal?
- 1) What types of information is available to Plan beneficiaries?
 - 2) What functions can Plan beneficiaries perform?
- F. Can you provide census and premium funding data electronically?
- G. Are there HRIS systems you utilize to import/export eligibility data?
- 1) If so, which system(s) do you utilize?
- H. Explain your system’s ability to use alternative IDs in lieu of Social Security Numbers.
- 1) Explain the measures your firm takes to prevent disclosure of SSNs.
- I. How long is claims history maintained on-line?
- J. Does your firm have a formal disaster recovery plan? Please describe how your firm safeguards both electronic and hard-copy client information from loss including, without limitation, any off-site storage, co-location and similar efforts to prevent undue disruption in the event of a natural or man-made catastrophic loss.
- K. If not covered in your response to “J” above, describe your off-site back-up and/or co-location arrangements as they pertain to claims administration and records.

General Administration

- A. Provide a detailed proposed timeline outlining the steps that would need to be taken assuming your firm was awarded the business for a January 01, 2010 effective date with Open Enrollment scheduled for November 01-25, 2009. Include a description of specific activities and responsible parties as well as a timetable of events that would need to be followed and met to ensure a smooth transition of the Trust’s business to your firm.
- B. Explain your firm’s involvement in the employee education process when taking on a new client.
- 1) Do you go on-site for enrollment? If so, is there an additional fee for this service?
 - 2) If not, how is the enrollment process handled?

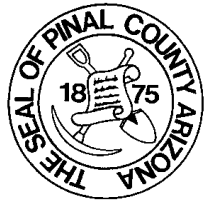


Third Party Employee Benefits
Administrator
RFP 08-22-14

Pinal County
Finance Department
31 N. Pinal St.
Bldg. A
P.O. Box 1348
Florence, AZ 85232

PAGE 15 OF 56

- C. Is service staff available for on-site meetings?
1) If so, is there an additional fee for this service?
- D. Does your firm offer Health Savings Account (HAS)/Health Reimbursement Account (HRA)/High-Deductible Health Plan (HDHP) or other consumer-driven health plan administration?
1) If so, what bank do you use?
- E. What type of Internet or website-based services and support do you offer clients?
1) Benefit enrollment by employees
2) Open enrollment administration
3) New employee benefit orientation
4) On-line billing
5) Summary Plan Description
6) Beneficiary access to claims history, benefit accumulations (deductibles, out-of-pocket maximums, etc.), EOBs, etc.
7) Hot Links to other contracted vendors (i.e., PBM, UR)
8) Other?
- F. Can your firm provide automated Voluntary Term Life administration, including benefit maximums, group insurance limits, dependent eligibility, monthly reconciliation and any other carrier-established parameters?
- G. Do you have the ability to provide election forms for open enrollment?
1) If yes, please provide a sample document.
2) Is there an additional fee for this service?
- H. Do you provide ID card production services?
1) If yes, is there an additional charge for this service?
2) If yes, is this service outsourced?
3) Are your ID cards personalized with name and ID number?
4) What is the timeframe for receiving the ID cards after the new employee enrollment is received?
5) Is there a charge to reprint ID cards?
6) Please provide a sample ID card.
- I. What Reinsurance carriers is your organization approved with?
- J. Explain how your firm works in terms of summary plan descriptions and plan documents (collectively "SPD"). Is there a charge for:
1) Providing an SPD that conforms to the benefit schedule?



Third Party Employee Benefits
Administrator
RFP 08-22-14

Pinal County
Finance Department
31 N. Pinal St.
Bldg. A
P.O. Box 1348
Florence, AZ 85232

PAGE 16 OF 56

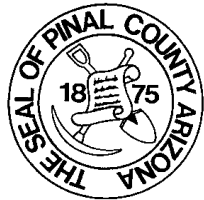
- 2) Drafting amendments to the SPD (without regard to whether the amendment results from statutory changes, appeals or benefit changes initiated by the client)?
 - 3) Annual updating and/or re-printing of the SPD to incorporate changes made during the year and/or benefit changes for the new year?
- K. Explain your proposed procedure for handling run-in claims from other TPA's when taking on a new client. At what point do you take full responsibility for the case (how long after take-over) and what charges do you apply for handling any residual claims?
- L. Explain your procedure for handling run-out when you lose a client to another TPA. What charges do you make for handling run-out? How long do you handle run-out? At what point do you turn full responsibility over to the acquiring TPA?

Claims Facility and Personnel

- A. Where is the claims operation that is proposed for this account physically located? Are the checks and EOB's sent from this location?
- B. What is the name of the person who supervises this location? Please provide a resume or summary of credentials.
- C. Do you utilize the services of at-home processors? If so how are they managed?
- D. What is the average length of experience for those claims processors who will be servicing this account?
- E. During the past two years, what has been the percentage of claim processor turnover your organization has experienced?
- F. How many employer groups does your organization serve? How many enrollees does this represent?
- G. What is the client load (number of employer groups and number of enrollees) per claims processor? What is the number of claims that each processor is expected to process per day?
- H. How do you manage your claims examiners to insure that they are achieving your performance goals?
- I. What is your training process when hiring a new claims examiner?

Claims Processing and Administration

- A. Are any data processing activities subcontracted? If so, please describe.



Third Party Employee Benefits
Administrator
RFP 08-22-14

Pinal County
Finance Department
31 N. Pinal St.
Bldg. A
P.O. Box 1348
Florence, AZ 85232

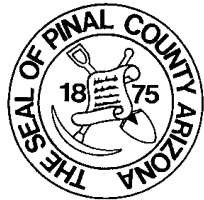
PAGE 17 OF 56

- B. Describe your security and audit procedures for the master file (i.e., who can enter new groups, who can make changes, etc.)
- C. Describe your security and audit procedures for client funds.
- D. Indicate your service goals and actual current results in the following areas:

| | <u>Goal</u> | <u>Actual</u> |
|--|-------------|---------------|
| 1) Claim Turnaround Time on clean claims | _____ | _____ |
| 2) Financial Accuracy | _____ | _____ |
| 3) Payment Accuracy | _____ | _____ |

How are actual results determined and by whom?

- E. What is your firm's philosophy on auto-adjudication of claims?
 - 1) Explain your current auto-adjudicate rate.
- F. Explain your process for pending claims requiring additional information or research.
- G. Are separate systems maintained for eligibility and claims processing?
 - 1) If yes, how are the two systems interfaced?
- H. What database or methodology do you use to determine reasonable and customary charges?
 - 1) How often is this system updated?
- I. Does the system track carryover deductible amounts?
- J. How does your system track available benefit amounts for benefits that have annual dollar, amount, visit limit or other maximums? For example, \$500 per person per year wellness/preventive benefit on a medical plan or 26 visit maximum for chiropractic care.
 - 1) Is this an automated or manual function?
 - 2) Does your system have the ability to generate reports on how much beneficiaries have used and for what services?
 - 3) Are these accumulators available to be viewed by members through a member portal?
- K. Describe your procedures for detecting, preventing, and recovering duplicate payments.
- L. Describe your procedures for detecting and preventing overpayments and underpayments.
 - 1) Explain your process for recovering overpayments.

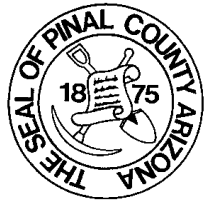


Third Party Employee Benefits
Administrator
RFP 08-22-14

Pinal County
Finance Department
31 N. Pinal St.
Bldg. A
P.O. Box 1348
Florence, AZ 85232

PAGE 18 OF 56

- M. Should a Plan participant utilize a Non-PPO hospital, or provider services, describe your internal procedures for negotiating discounts.
- 1) Is there an additional fee for this service?
 - 2) If conducted by an outside vendor, identify the charge and any applicable revenue sharing arrangements between that vendor and your firm.
 - 3) Do you have passive arrangements with any PPO's?
 - 4) If yes, identify the network(s) and explain any costs or charges for this service as well as revenue sharing arrangements between the vendor and your firm.
- N. How do claim processors flag a possible pre-existing condition?
- 1) What steps are taken to verify a pre-existing condition?
- O. Describe the procedures for administering Coordination of Benefits (COB) in-network vs. out-of-network, specifying whether COB is system calculated or manually calculated.
- P. Can the system report actual COB savings?
- Q. Explain how your firm identifies claims for subrogation and recovers these dollars on behalf of clients.
- 1) Describe your criteria for evaluating subrogation potential.
 - 2) If your firm pursues subrogation on behalf of clients, identify any charges for this service.
 - 3) If conducted by an outside vendor, identify the charge and any applicable revenue sharing arrangements between that vendor and your firm.
- R. Explain your process for requesting HIPAA certificates for new employees.
- S. Explain your eligibility verification procedure for dependent children who have reached the maximum dependent age and student status.
- 1) Are there automatic system edits for plan age limits?
 - 2) Are there any additional charges for these services?
 - 3) How is the PBM vendor notified of these changes to prevent dispensing of drugs to ineligible persons?
- T. Please provide copies of "standard" letters that are sent to beneficiaries when additional information is needed to process a claim (i.e., request for HIPAA Certificate of Creditable Coverage, information regarding an accident, request for COB documentation, etc.).
- U. Describe your procedure for dealing with a large claim:
- 1) What diagnosis or dollar value triggers management alerts?
 - 2) At what point would the group be notified?



Third Party Employee Benefits
Administrator
RFP 08-22-14

Pinal County
Finance Department
31 N. Pinal St.
Bldg. A
P.O. Box 1348
Florence, AZ 85232

PAGE 19 OF 56

- 3) Describe the qualifications of the individual(s) involved in the review of a large claim.
- 4) What reports/notifications occur when a large claim has been identified?
- 5) Explain how you integrate with the PBM to obtain prescription claim information.

V. Claim Check Security:

- 1) List names and titles of individuals who have access to claim checks.
- 2) Give name and title of individual who is directly responsible for the security of the checks.
- 3) Is a log maintained of checks issued and voided? If not, how is control maintained?
- 4) Under what circumstances may the operator override the system? Does the system provide a log of the overrides?

W. Describe your internal claim audit procedures:

- 1) What triggers higher-level review of an internal claim?
- 2) Is the review pre- or post- payment?
- 3) Generally describe what occurs in the review.
- 4) Who enters vendor information into your system? What protocol is in place to verify the vendor entries?
- 5) What check/dollar amount requires dual signatures prior to mailing?

X. Do you automatically audit claims over a certain amount?

- 1) What amount?

Y. How are claim copies stored? Specify the storage procedures for hard copies as well as claims submitted electronically. How long are they retained?

HIPAA

A. Is your organization compliant with the rules concerning the electronic transmission of health care information?

B. How do you send and receive secure communications?

- 1) Will you provide an FTP site for secure exchange of HIPAA-secure information?

C. Is your organization compliant with the privacy standards described in the final regulations?

D. Provide the name and contact information for your designated privacy officer?

E. Is your organization compliant with the claims procedure regulations for health plans?

Reporting

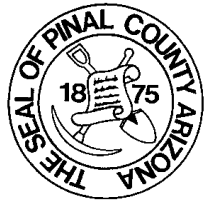


Third Party Employee Benefits
Administrator
RFP 08-22-14

Pinal County
Finance Department
31 N. Pinal St.
Bldg. A
P.O. Box 1348
Florence, AZ 85232

PAGE 20 OF 56

- A. Are reports available on-line?
- B. Are “ad-hoc” reports available and what are the fees associated with “ad-hoc” reports?
- C. Can claim reports be provided in Excel or Access format so the data can be manipulated?
- D. Explain your organization’s ability to “drill through” claims data. Specifically, the Consultant may want to work with the client on Wellness programs that are targeted at high frequency and/or severity claims. Thus, the TPA must be able to break out claims by category (cardiac, cancers, musculoskeletal system, etc.). Additionally, we would like to be able to isolate costs in those cases of multiple diagnoses for a single individual (MI and diabetes, etc.). Explain your system’s capabilities in this area.
- 1) Please provide sample reports.
- E. What type of access would the Consultant have to on-line reports?
- 1) Could they be connected into the system with report generation capability? Other capability? Explain.
 - 2) Is there an additional fee for this access? If so, how much?
- F. How long and in what format do you store claims data for former periods? In other words, if we just closed the 2007 plan year but for some reason needed data from the 2002 year (assuming you have the data), how accessible would that data be?
- G. Please include in your proposal samples of the “standard” reports Pinal County can expect to receive on a monthly basis.
- H. In addition to standard reports, Pinal County requires the following reports in the specified format (samples are included in Exhibit “J”):
- 1) Claims by line of coverage (i.e., medical, dental, etc.) and tier (i.e., employee only, employee+spouse, employee and children, family);
 - 2) Check registers by line of coverage;
 - 3) Fixed costs;
 - 4) Census by Plan;
 - 5) FSA expenditures by type;
 - 6) Refunds and voids by type;
 - 7) Short Term Disability Payments, tax deductions, pretax and after tax benefit deductions; and
 - 8) Census report by employee with all benefit choices highlighting changes.



**Third Party Employee Benefits
Administrator
RFP 08-22-14**

PAGE 21 OF 56

Pinal County
Finance Department
31 N. Pinal St.
Bldg. A
P.O. Box 1348
Florence, AZ 85232

Banking

- A. Describe your proposed banking arrangement.
 - 1) Who owns the bank account: client or TPA?
- B. Are separate bank accounts maintained for each client?
- C. How is interest income credited?
- D. Who pays wire charges?
- E. Do you have a preferred bank or banks?
- F. How is initial funding of the bank account handled?
- G. Describe your transfer protocol/process.
 - 1) Will a detailed check register accompany each request for funds?
- H. Can the Trust use a bank and/or banking arrangement of their choice if different than your proposal?

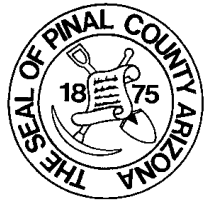
Preferred Provider Organizations (PPO's)

- A. Please confirm that your organization is currently approved as a TPA for BlueCross BlueShield of Arizona.
- B. What other PPO's in Arizona is your TPA approved with?

Prescription Benefit Managers (PBM's)

- A. If you are not currently working with WHI, please describe the process to work with them for this account and highlight any areas that may be of concern in a transition situation.
- B. How is eligibility transmitted? How often is it transmitted?
- C. Do you have on-line access to update eligibility/process overrides in emergency situations?
- D. How do you coordinate pre-existing condition limitations with the PBM?
- E. How are the PBM's payments processed?

Utilization Review



Third Party Employee Benefits
Administrator
RFP 08-22-14

Pinal County
Finance Department
31 N. Pinal St.
Bldg. A
P.O. Box 1348
Florence, AZ 85232

PAGE 22 OF 56

- A. Please describe the process to work with a new UR firm for this account and highlight any areas that may be of concern in a transition situation.
- B. How are cases identified for possible case management?
- C. Is UR data loaded into your system?
- 1) Does the claim processor have access to this information on their system?
- D. Please describe at what point you will get large case management involved in a claim?

Performance Standards

To demonstrate the TPA's commitment to quality service, please propose performance standards and guarantees that these standards will be met on an on-going basis. If the performance standards are not met, the TPA will agree to refund part of the administrative fees. Your proposal should include a performance standard that includes the following categories. Each category should include a performance measurement, performance standard, how the results will be tracked and by whom, how the client will be notified when the standards are not met, and a "calculation of refund" if they are not met.

- Financial Accuracy/Quality
- Turnaround Time
- Customer Service Response Time



Third Party Employee Benefits
Administrator
RFP 08-22-14

PAGE 23 OF 56

Pinal County
Finance Department
31 N. Pinal St.
Bldg. A
P.O. Box 1348
Florence, AZ 85232

UNIFORM GENERAL TERMS AND CONDITIONS

SECTION 1: DEFINITION OF KEY WORDS

County – for this solicitation, the Pinal County Employee Benefit Trust

Agency or User Department –the PCEBT representative(s) responsible for managing the Contract and/or the project.

Responder – Refers to the individual, firm or organization responding to this solicitation..

Evaluation Committee – The committee established to formally evaluate responses (Offers) according to the evaluation criteria listed herein.

Joint Venture – Two or more persons or entities combining their property, money, skills, and knowledge to form a distinct legal entity to carry out a single business enterprise for profit, pursuant to a written agreement.

Contract - The legal agreement executed between the County and the successful (awarded) Responder. This may take the form of a written agreement or a purchase order.

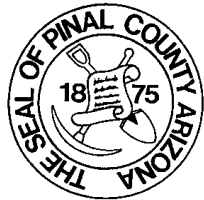
Pinal County Employee Benefit Trust (PCEBT) or Board - The contracting authority for this solicitation.

Director – The Finance Director (Chief Financial Officer) for Pinal County.

Shall, Will, Must - Indicates a mandatory requirement. Failure to meet these mandatory requirements may result in the rejection of submittal as non-responsive.

Should - Indicates something that is recommended but not mandatory. If the Responder fails to provide recommended information, the County may, at its sole option, ask them to provide the information or the County may evaluate the submittal without the information.

May: Indicates something that is not mandatory but permissible.



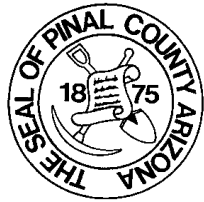
Third Party Employee Benefits
Administrator
RFP 08-22-14

Pinal County
Finance Department
31 N. Pinal St.
Bldg. A
P.O. Box 1348
Florence, AZ 85232

PAGE 24 OF 56

SECTION 2: SUBMITTING A RESPONSE

- 2-1 INQUIRIES AND NOTICES:** All inquiries concerning information herein shall be addressed to the Pinal County Finance Department, to the attention of the Buyer listed in the Notice on Page 1. Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Pinal County. The County is not responsible for and will not pay any costs associated with the preparation and submission of the response to this Solicitation. Late responses will not be accepted. The time clock in the Pinal County Finance Department will serve as the official time when determining whether a response is late.
- 2-2 INSTRUCTIONS FOR PREPARING AND SUBMITTING OFFERS:** Responders shall provide an original hardcopy (labeled) and the number of copies specified in the Notice on Page 1. Responders may provide an electronic copy of the proposal and/or supplemental materials as a supplemental copy, but not in lieu of physical copies unless otherwise specified in the Scope of Work. Responses shall be labeled to include the Solicitation number, title and return address to Pinal County, Purchasing Department, 31 N. Pinal St. Bldg. A - P. O. Box 1348, Florence, AZ 85232. The owner, corporate official or partner who has been authorized to make such commitments must sign Offers.
- 2-3 RESPONSIBILITY TO READ AND UNDERSTAND:** The Responder is fully responsible for understanding this solicitation and the requirements of the resulting Contract. Failure to read, examine and understand the solicitation will not excuse any failure to comply with the requirements of the solicitation or any resulting Contract, nor shall such failure be a basis for claiming additional compensation. If the Responder suspects an error, omission or discrepancy in this solicitation, they must immediately and in any case not later than five (5) business days in advance of the due date notify the person listed as the contact for this solicitation.
- 2-4 OFFICIAL SOLICITATION DOCUMENT:** The copy maintained and published by the County shall be the official solicitation document. Changes made to the document by any Responder may not be acknowledged or accepted by the County. Award or execution of a contract does not constitute acceptance of a changed term, condition, or specification unless specifically acknowledged and agreed to by the County.
- 2-5 DEVIATIONS, EXCEPTIONS:** If the Responder's submittal includes any deviation from the terms, conditions, requirements and/or specifications set forth herein or in any subsequent addenda, they shall be described fully on the appropriate Attachment form. The absence of statements of deviation or exception shall be construed to mean that the Offer fully complies with the terms, conditions, requirements and specifications of the Solicitation.

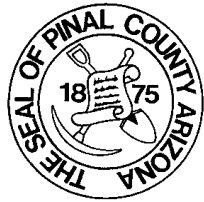


Third Party Employee Benefits
Administrator
RFP 08-22-14

Pinal County
Finance Department
31 N. Pinal St.
Bldg. A
P.O. Box 1348
Florence, AZ 85232

PAGE 25 OF 56

- 2-6 RIGHT TO REJECT:** The County reserves the right to cancel any Solicitation, to reject any or all bids, proposals or other submittals to this Solicitation or any part thereof; to reject non-responsive or non-responsible bids or proposals; to waive minor defects or technicalities, form errors or other informalities in any response. Before awarding the Contract, the County reserves the right to require the Responder to submit additional information as evidence of qualifications or any other information the County may deem necessary.
- 2-7 PUBLIC RECORD:** Responder acknowledges that the County is a public entity, subject to Arizona's public records law. Submission of a bid, proposal or related documents may result in the disclosure of any aspect, part or portion thereof. If a Responder believes that a bid, proposal, offer, specification or protest contains information that should be withheld from public disclosure, a detailed statement advising the Director that explains and supports the claim shall accompany the submission, and the statement shall specifically identify everywhere this information appears. The claim shall include the period of time the information is requested to be held confidential. The Pinal County Finance Director shall make a written determination, within a reasonable time, whether the Responder's claim shall be honored. If the Director determines to reject the confidentiality claim, the Director shall inform the Responder in writing of such determination.
- 2-8 NON COLLUSION STATEMENT:** Each Responder shall include a signed and notarized Non-Collusion Statement form (use form provided in the Appendix),
- 2-9 GRATUITIES PROHIBITED/INTEGRITY OF BIDS:** The Responder affirms they have not given, nor intend to give at any time hereafter any economic opportunity, future employment, gift, loan gratuity, special discount, trip, favor or service to any employee of Pinal County in connection with the submitted Bid or Proposal. Failure to sign the Offer Form or signing it with a false statement shall void the submittal or any resulting contract. After award, the County may cancel this contract by giving written notice to the Contractor if it is found that any gratuity, gift or other prohibited item were offered or given to any County officer or employee. In the event the County cancels this contract pursuant to this provision, they shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Responder the amount of the gratuity.
- 2-10 LOBBYING PROHIBITED:** Responders are hereby advised that lobbying is not permitted with any County personnel or members of the PCEBT related to or involved with this Solicitation until the recommendation for award has been posted in the Procurement Office. All oral or written inquiries must be through the Procurement Office.



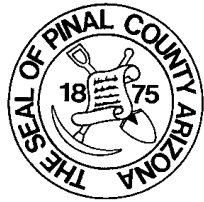
Third Party Employee Benefits
Administrator
RFP 08-22-14

Pinal County
Finance Department
31 N. Pinal St.
Bldg. A
P.O. Box 1348
Florence, AZ 85232

PAGE 26 OF 56

SECTION 3: CONTRACT EVALUATION AND AWARD

- 3-1 INTERGOVERNMENTAL COOPERATIVE PURCHASING:** The contract resulting from this Solicitation may be extended for use by other municipalities, school districts and government agencies in the State of Arizona with the approval of the Contractor. Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The County shall not be responsible for any disputes arising out of transactions made by others.
- 3-2 CONTRACT TERM:** The contract term shall be 1 base year, with 4 one-year option periods. For each year in which another option is available, Contractor shall provide written notice to PCEBT at least 90 days prior to the end of the contract term that Contractor is requesting a one-year renewal of the Contract. PCEBT in its discretion, may accept or decline to renew the agreement for each additional one-year period, and must give Contractor not less than 60 days notice of non-renewal. The total duration of this contract, including the exercise of any option periods, shall not exceed 5 years.
- 3-3 EVALUATION CRITERIA:** County personnel and any outside experts deemed necessary will evaluate responses to this Solicitation. All responses to a Solicitation must meet the following responsiveness and responsibility criteria:
- a) Responsiveness. County personnel will determine whether the Bid or Proposal complies with the submittal instructions, including completeness and the inclusion of all required forms, attachments, and submissions.
 - b) Responsibility. County personnel will determine whether the Responder is one with whom PCEBT can or should do business. Factors that may be evaluated to determine responsibility include, but are not limited to excessively high or low pricing, past performance, references (including those found outside of the submittal), compliance with applicable laws, and financial capacity to perform as specified. County personnel reserve the right to inspect any proposed facilities or equipment to be used in performance of the contract and to review the qualifications of any key personnel to be assigned to provide services.
- 3-4 NOTICE TO PROCEED/ORDERING AUTHORITY:** The Contractor agrees to render goods or services promptly and diligently upon receipt of a written purchase order or notice to proceed. Any attempt to represent any product not specifically awarded under this Contract is a violation of the contract. Any such action is subject to the legal and contractual remedies available to the County, inclusive of, but not limited to, contract termination, suspension and/or debarment of the Contractor. A signed Contract and valid purchase order must be in place prior to the start of any work each year, including renewal periods.

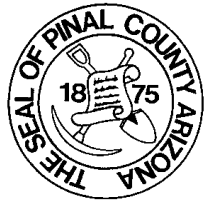


**Third Party Employee Benefits
Administrator
RFP 08-22-14**

Pinal County
Finance Department
31 N. Pinal St.
Bldg. A
P.O. Box 1348
Florence, AZ 85232

PAGE 27 OF 56

- 3-5 POST AWARD MEETING:** The Contractor may be required to attend a post-award meeting to discuss the terms and conditions of this Contract. This meeting will be coordinated by the Procurement Officer of the Contract.
- 3-6 RESULTING CONTRACT:** Unless otherwise agreed to in writing, the Solicitation, the Responder's signed Offer Form, counter-signed by the PCEBT's authorized representative, all RFP attachments, addenda and any other agreed upon documents will constitute the complete agreement between the parties. Should the Responder require any modifications to the Solicitation, including the Uniform Terms and Conditions, such modifications shall be described on Attachment D "Deviations and Exceptions". If the Responder requires additional or separate contract documents, a sample shall be included in the response to the Solicitation. The PCEBT is not bound to use any such contract documents unless it agrees in writing to do so.
- 3-7 QUANTITIES:** Any reference in this Solicitation to quantities or performance frequencies represent the County's best estimate but shall not bind it to purchase, accept or pay for services which exceed its actual needs or for which funding is not available. In the event of a discrepancy between the unit price and extension thereof (total), the unit price shall prevail.
- 3-8 CURRENT PRODUCTS, WARRANTY:** All equipment, materials, parts and components furnished or incorporated in the work performed under this Contract shall be new, of the latest model and most suitable grade for the purpose intended. Unless specifically requested by the County, no remanufactured, used or secondhand materials or parts are may be provided. Unless otherwise agreed, the Contractor warrants that all products, supplies or equipment shall be new, unused, of most current manufacture and not discontinued, free of defects in materials and workmanship, and provided in accordance with manufacturer's standard warranty for at least one (1) year unless otherwise specified. In addition, all products, supplies or equipment shall perform in accordance with manufacturer's published specifications. The Contractor warrants it has title to, or the right to allow the County to use, the supplies and services being provided and that the County may use same without suit, trouble or hindrance from the Contractor or third parties.
- 3-9 QUALITY OF WORK:** The Contractor shall be responsible for the professional quality and technical accuracy of the goods and services provided under this contract. Services shall be performed in accordance with generally accepted professional and industry standards. All services shall conform to and be in compliance with applicable federal, state and local statutes, rules, codes, laws, ordinances, regulations and restrictions. The Responder shall work closely with the County, and provide all reports and documents, including proposed corrective work through the County Chief Financial Officer or her designee.



**Third Party Employee Benefits
Administrator
RFP 08-22-14**

Pinal County
Finance Department
31 N. Pinal St.
Bldg. A
P.O. Box 1348
Florence, AZ 85232

PAGE 28 OF 56

3-10 CONFLICT OF INTEREST: Notice is given that pursuant to A.R.S. § 38-511 the PCEBT may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract is at any time while the Contract or any extension of the Contract is in effect, an employee, agent or consultant of any other party to the Contract in any capacity with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S § 38-511 the PCEBT may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

3-11 ADVERTISING: The Responder/Contractor shall not advertise or publish information concerning this Solicitation or the resulting Contract without prior written consent of the County.

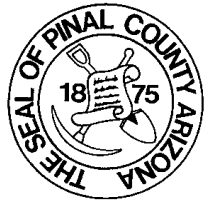
3-12 PROTEST PROCEDURE: Should a Responder believe that the County or PCEBT has not properly followed the selection procedures as outlined herein, a protest may be filed. The PCEBT is the final authority for hearing and acting on any protest.

A protest shall be in writing and shall be filed with the Procurement Officer. A protest of a Solicitation shall be received at the Procurement Office before the solicitation opening date. A protest of a proposed award or of an award shall be filed within ten (10) days after the protestor knows or should have known the basis of the protest. A protest shall include:

- A. The name, address, and telephone number of the protestor;
- B. The signature of the protestor or its representative;
- C. Identification of the solicitation number;
- D. A detailed statement of the legal and factual grounds of protest including copies of relevant documents; and,
- E. The form of relief requested.

SECTION 4: CONTRACTOR BUSINESS REQUIREMENTS

4-1 CONTRACTUAL RELATIONSHIP: The Responder agrees it is a separate and independent enterprise, and it has a full opportunity to find other business. The Responder represents it has made its own investment in its business and that it will utilize a high level of skill necessary to perform the work, including all services required. This contract does not create, and shall not be construed as creating any joint employment relationship between the Responder and the County or the PCEBT, and they will not be liable for any obligation incurred by the Responder including but not limited to unpaid minimum wages, insurance or Worker's



Third Party Employee Benefits
Administrator
RFP 08-22-14

Pinal County
Finance Department
31 N. Pinal St.
Bldg. A
P.O. Box 1348
Florence, AZ 85232

PAGE 29 OF 56

Compensation coverage, overtime premiums, withholding or payment of taxes and/or Social Security, unemployment payments, and any other withholdings or payments required by law.

4-2 BUSINESS AND PROJECT LICENSES AND PERMITS: Responder/Contractor shall maintain all Federal, State, and local registrations, licenses, and permits required for the operation of the business and for performing the work as specified herein. Such registrations, licenses and permits shall be kept current throughout the term of the contract/project.

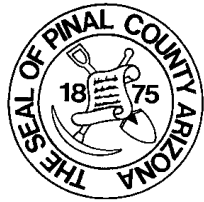
4-3 CONTRACTOR BUSINESS FACILITIES AND BUSINESS PRACTICES: The Responder/Contractor's personnel, facilities and equipment shall be in full compliance with all applicable federal, state and local health, environmental and safety laws, regulations, standards, ordinances, privilege license and permit requirements, whether or not they have been referenced by the County.

Employee compensation shall meet all applicable requirements of the Fair Labor Standards Act and Federal and Arizona minimum wage laws, in addition to all applicable OSHA regulations. The Contractor bears full responsibility for employee training, safety, and providing necessary equipment to achieve compliance with all such laws and regulations prior to the contract commencement date and to maintain compliance throughout the duration of the contract.

4-4 AFFIRMATIVE ACTION: Responder/Contractor agrees to abide by the provisions of the County Affirmative Action Program. Responder/Contractor, their subcontractor(s) and supplier(s) agree to adhere to a policy of equal employment opportunity and demonstrate an affirmative effort to recruit, hire, promote and upgrade the position of employees regardless of race, color, religion, ancestry, sex, age, disability, national origin, sexual orientation, gender identity, familial status, or marital status and who agree and are responsive to the County's goals. Upon request, the Responder/Contractor agrees to submit the following reports to the County's Office of Equal Opportunity Programs:

- Part A. Employment Information Report
- Part B. Equal Employment Opportunity/Affirmative Action Policy Plan;
- Part C. Employer Equal Employment Opportunity (EEO) Workforce Profile.

All such reports on file with the Equal Employment Opportunity Office will be updated at least annually. The Equal Employment Opportunity Office may for good cause recommend to the County's Chief Financial Officer that failure to comply with the requirements of this subsection be waived and that the submittal be accepted contingent upon receipt of the required reports before a notice to proceed is issued.



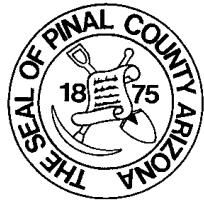
Third Party Employee Benefits
Administrator
RFP 08-22-14

Pinal County
Finance Department
31 N. Pinal St.
Bldg. A
P.O. Box 1348
Florence, AZ 85232

PAGE 30 OF 56

- 4-5 AMERICANS WITH DISABILITIES ACT:** The Responder/Contractor shall comply with all applicable provisions of the Americans with Disabilities Act, Public Law 101-336, 42 U.S.C. 12101-12213, and applicable federal regulations under the Act.
- 4-6 DRUG FREE WORKPLACE PROGRAM:** Contractors are hereby advised that Pinal County has adopted a policy establishing a drug free workplace for itself and as a requirement for Contractors doing business with the County, to ensure the safety and health of employees working on its contracts/projects. The Contractor shall require a drug free workplace for all employees working under the contract. Specifically, all Contractor employees who are working under this contract shall be notified in writing by the Contractor that they are prohibited from the manufacture, distribution, dispensation, possession or unlawful use of a controlled substance in the workplace. The Contractor agrees to prohibit the use of intoxicating substances by all employees and shall ensure that employees do not use or possess illegal drugs while in the course of performing their duties. Failure to require a drug free workplace in accordance with the Policy may result in termination of the contract and possible debarment from bidding on future contracts/projects.
- 4-7 GOVERNMENT DEBARMENT & SUSPENSION CERTIFICATION:** Responder certifies that it and any of its principals are not presently debarred, suspended, proposed for debarment or declared ineligible for the award of contracts by any Federal agency. Responder agrees that it complies with all requirements of Executive Order 12549 related to Government Debarment and Suspension (49CFR Part 29).
- 4-8 FOREIGN BUSINESS OPERATIONS:** Responder certifies that in accordance with A.R.S. §35-391 it does not have scrutinized business operations in Sudan and in accordance with A.R.S. §35-393 it also does not have scrutinized business operations in Iran.
- 4-9 COMPLIANCE WITH FEDERAL AND STATE IMMIGRATION LAWS:** The Responder/Contractor shall ensure and keep appropriate records to demonstrate that all employees have a legal right to live and work in the United States. Specifically, the Contractor agrees to comply with the Federal Immigration and Nationality Act (FINA), the Immigration Reform and Control Act of 1986 (IRCA) and all other Federal immigration laws and regulations related to the immigration status of its employees in performance under this Agreement.

Under the provisions of A.R.S. §41-4401, Contractor hereby warrants to the County that the Contractor and each of its subcontractors ("Subcontractors") will comply with A.R.S. §23-214 E-Verify Program (hereinafter "Contractor Immigration Warranty").



Third Party Employee Benefits
Administrator
RFP 08-22-14

Pinal County
Finance Department
31 N. Pinal St.
Bldg. A
P.O. Box 1348
Florence, AZ 85232

PAGE 31 OF 56

A breach of the Contractor Immigration Warranty shall constitute a material breach of this Contract and shall subject the Contractor to penalties up to and including termination of the Contract at the sole discretion of the County.

The Contractor shall include a written provision requiring compliance with the applicable federal and state immigration laws in each subcontract used in the performance of the terms of the contract awarded by the County.

The Contractor agrees to permit the County or its agents to inspect personnel records and the employment related papers of any Contractor or Subcontractor employee who works on this Contract to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty. Contractor agrees to assist the County in regard to any such inspections. The County may, at its sole discretion, conduct random verification of the employment records of the Contractor and any of Subcontractors to ensure compliance with Contractor's Immigration Warranty. Contractor agrees to assist the County in regard to any random verification performed.

Neither the Contractor nor any Subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if the Contractor or Subcontractor establishes that it has complied with the employment verification provisions prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214, Subsection A.

4-10 RECORDS RETENTION: The Contractor shall maintain all pertinent files, records, and documents which relate to its business operations, employment practices and the delivery of products or services provided for under this contract. Upon request, the County may inspect or request copies of any records it deems necessary to determine compliance with any of the requirements of this contract. Upon request, Contractor shall demonstrate to the County's satisfaction any programs, procedures and other activities used to ensure such compliance.

Internal control over all financial transactions related to this contract shall be in accordance with sound fiscal policies. At any time during the Contract and for up to five years thereafter, the County may, at its expense and at reasonable times and places, audit the books and records of the Contractor and any or all subcontractors. Said audit shall be limited to the scope of this contract. For this reason, the Contractor shall retain all supporting documents, files, and records for at least six (6) years after the termination of this contract.

4-11 CONFIDENTIALITY OF RECORDS: The Contractor shall maintain the



Third Party Employee Benefits
Administrator
RFP 08-22-14

Pinal County
Finance Department
31 N. Pinal St.
Bldg. A
P.O. Box 1348
Florence, AZ 85232

PAGE 32 OF 56

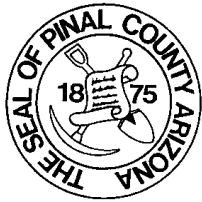
confidentiality and privilege of any documents that the Contractor has access to which have been designated by the County as confidential or privileged. The Contractor shall establish and maintain procedures and controls that are acceptable to the County for the purpose of assuring that no information contained in its records obtained from the County or from others in carrying out its functions under the contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the contract. Persons requesting such information should be referred to the County. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under the contract, unless otherwise agreed to in writing by the County.

4-12 INSURANCE REQUIREMENTS: The Contractor shall purchase and maintain at its own expense the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++6. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to the County.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of the County, constitute a material breach of this Contract. The Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by the County shall not contribute to it. Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.

The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and the County, at its option, may require the Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

The County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. County shall not be obligated, however, to review such policies



Third Party Employee Benefits
Administrator
RFP 08-22-14

Pinal County
Finance Department
31 N. Pinal St.
Bldg. A
P.O. Box 1348
Florence, AZ 85232

PAGE 33 OF 56

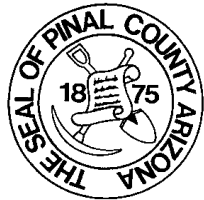
and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of County's right to insist on strict fulfillment of Contractor's obligations under this Contract. The insurance policies required by this Contract, except Workers' Compensation, and Errors and Omissions, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insured.

The policies required hereunder, except Workers' Compensation, and Errors and Omissions, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

A. COMMERCIAL GENERAL LIABILITY: Commercial General Liability (CGL) Insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$1,000,000 for each occurrence and \$3,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

B. AUTOMOBILE LIABILITY: Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services under this Contract.

4-13 CERTIFICATES OF INSURANCE: Prior to commencing work or services under this Contract, Contractor shall upon request, furnish the County with certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title. In the event any insurance policy(ies) required by this contract is (are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of Contractor's work or services and as evidenced by annual Certificates of Insurance. If a policy does expire during the life of the Contract, a renewal certificate must be sent to County fifteen (15) days prior to the expiration date. Insurance



Third Party Employee Benefits
Administrator
RFP 08-22-14

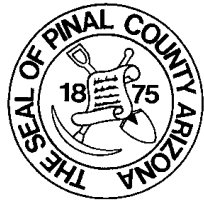
Pinal County
Finance Department
31 N. Pinal St.
Bldg. A
P.O. Box 1348
Florence, AZ 85232

PAGE 34 OF 56

required herein shall not be permitted to expire, be cancelled, or materially changed without thirty (30) days prior written notice to the County.

SECTION 5: CONTRACT ADMINISTRATION, INTERPRETATION

- 5-1 APPLICABLE LAW:** This contract shall be governed by the law of the State of Arizona, and suits pertaining to this contract shall be brought only in the Pinal County Superior Court, Florence Arizona.
- 5-2 LEGAL REMEDIES, ARBITRATION:** All claims and controversies shall be subject to the Pinal County Procurement Code. It is understood and agreed that no provision of any resulting contract shall require arbitration upon the County except by the County's express written consent given subsequent to the execution of the Contract. However, if both parties agree, disputes may be resolved through arbitration. The dispute shall be resolved as provided for in A.R.S. Sec. 12-1501, et seq. The Contractor shall continue to render the services required by this contract without interruption, notwithstanding the provisions of this section.
- 5-3 CONTRACT AMENDMENTS:** This contract shall be modified only by a written contract amendment approved and signed by the PCEBT.
- 5-4 PROVISIONS REQUIRED BY LAW:** Each and every provision of law and any clause required by law to be in the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.
- 5-5 SEVERABILITY:** The provisions of this contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the contract which may remain in effect without the invalid provision or application.
- 5-6 INTERPRETATION - PAROL EVIDENCE:** This contract is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this contract. Acceptance or acquiescence in a course of performance rendered under this contract shall not be relevant to determine the meaning of this contract even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to object.

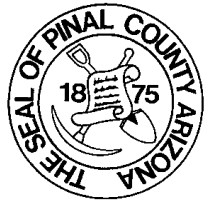


Third Party Employee Benefits
Administrator
RFP 08-22-14

Pinal County
Finance Department
31 N. Pinal St.
Bldg. A
P.O. Box 1348
Florence, AZ 85232

PAGE 35 OF 56

- 5-7 SUBCONTRACTING:** The Contractor may not subcontract work for a contract without the express written permission of the County. If the Contractor has received authorization to subcontract work, it is agreed that all subcontractors performing work under the agreement shall comply with its provisions and it is expressly understood that all persons employed by the Contractor, either directly or indirectly, shall be considered employees or agents of the Contractor and not the County. Nothing contained in any contract or joint venture agreement shall create any contractual relationships between any subcontractor and Pinal County, nor shall the same create any obligation on the part of Pinal County to pay any subcontractor.
- 5-8 ASSIGNMENT; DELEGATION:** No right or interest in this contract shall be assignable in whole or in part without the written consent of the parties hereto, and no delegation of any duty of Responder/Contractor shall be made without prior written permission of the County's Chief Financial Officer. This Contract and all of the terms, conditions and provisions herein, shall extend to and be binding upon the heirs, administrators, executors, successors, and assigns of the parties hereto. The County shall not unreasonably withhold approval of assignment/delegation and shall notify the Responder/Contractor of the County's position within fifteen (15) days of receipt of written notice.
- 5-9 NO WAIVER OF RIGHTS AND REMEDIES:** No provision in this document or in the response to this Solicitation shall be construed, expressly or by implication as a waiver by either party of any existing or future right and/or remedy available by law in the event of any claim or default or breach of contract. The failure of either party to insist upon the strict performance of any term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the acceptance of materials or services, obligations imposed by this contract or by law, and shall not be deemed a waiver of any right of either party to insist upon the strict performance of the contract.
- 5-10 RIGHT TO ASSURANCE:** Whenever one party to this contract in good faith has reason to question the other party's intent to perform, the former party may demand in writing that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) business days after delivery of the written demand, the demanding party may treat this failure as an anticipatory repudiation with this contract
- 5-11 FORCE MAJEURE:** Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance is prevented by reason of Force Majeure. The term "Force Majeure" means a major occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Force Majeure shall not include late



Third Party Employee Benefits
Administrator
RFP 08-22-14

Pinal County
Finance Department
31 N. Pinal St.
Bldg. A
P.O. Box 1348
Florence, AZ 85232

PAGE 36 OF 56

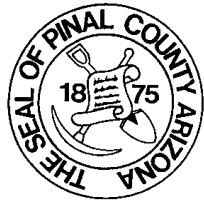
performance by a subcontractor unless the delay arises out of a Force Majeure occurrence in accordance with this Force Majeure term and condition.

If either party is delayed at any time in the progress of the work by Force Majeure, the delayed party shall immediately notify the other party in writing of such delay of the commencement thereof, and shall specify the causes of such delay in such notice. Such notice shall be hand-delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The time of completion shall be extended by contract modification for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this contract.

5-12 INDEMNIFICATION: The Contractor agrees to defend, indemnify and hold the County, its elected officials, officers, agents and employees, harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments, including costs, attorneys' and witnesses' and expert witnesses' fees, and expenses incident thereto, relating to bodily injuries to persons (including death) and for loss of, damage to, or destruction of real and/or tangible personal property (including property of the Count) and all other types of claims resulting from the actual or alleged negligence, misconduct, or fault of the Contractor resulting from the acts or omissions of the Contractor, its employees, agents, or subcontractors in the performance of the contract.

The Contractor shall assume risk of loss until delivery to the County's facility. The Contractor shall do nothing to prejudice the County's right to recover against third parties for any loss, destruction, or damage to County property, and shall at the County's request and expense, furnish reasonable assistance and cooperation, including assistance in the prosecution or defense of suit and the execution of instruments of assignment in favor of the County in obtaining recovery. In any instance where the Contractor has accepted a tender from the County, the Contractor agrees to update the County during the course of the litigation and to timely notify the County of any issues that may involve the independent negligence of the County that is not covered by the tender.

Without limiting the foregoing, the Contractor shall, without limitation, at its expense defend the County against all claims asserted by any person that anything provided by the Contractor infringes a patent, copyright, trade secret or other intellectual property right and shall, without limitation, pay the costs, damages and attorneys' fees awarded against the County in any such action, or pay any settlement of such action or claim. Each party agrees to notify the other promptly of any matters to which this provision may apply and to cooperate with each other in connection with such defense or settlement. If a preliminary or final judgment shall be obtained



Third Party Employee Benefits
Administrator
RFP 08-22-14

Pinal County
Finance Department
31 N. Pinal St.
Bldg. A
P.O. Box 1348
Florence, AZ 85232

PAGE 37 OF 56

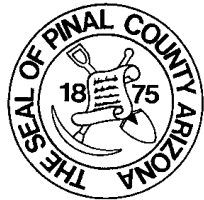
against the County's use or operation of the items provided by the Contractor hereunder or any part thereof by reason of any alleged infringement, the Contractor shall, at its expense and without limitation, either (a) modify the item so that it becomes non-infringing; or (b) procure for the County the right to continue to use the item; or (c) substitute for the infringing item other item(s) having at least equivalent capability; or (d) refund to the County an amount equal to the price paid, less reasonable usage, from the time of installation acceptance through cessation of use, which amount shall be calculated on a useful life not less than 5 years, and plus any additional costs the County may incur to acquire substitute supplies or services.

The County assumes no liability for actions of the Contractor and shall not indemnify or hold the Contractor or any third-party harmless for claims based on this contract or use of the Contractor provided supplies or services. Neither party shall be liable for incidental, special or consequential damages.

5-13 DEFAULT, TERMINATION AND OTHER REMEDIES. The PCEBT reserves the right to terminate any part or all of a contract resulting from this solicitation if the Contractor fails to carry out any term, promise, or condition of the contract. The PCEBT will issue a written Notice of Default to the Contractor if in the opinion of the PCEBT, the Contractor:

- Is or becomes insolvent or is a party to any voluntary bankruptcy or receivership proceeding, makes an assignment for a creditor, or there is any similar action that affects Contractor's capability to perform under the contract resulting from this solicitation;
- Is the subject of a petition for involuntary bankruptcy not removed within sixty (60) days;
- Fails to obtain and/or keep any required bonds and insurance policies in full force and effect at all times during the term of the contract;
- Provides services that do not meet the requirements of the contract or conducts business in an unethical or illegal manner;
- Fails to complete the required work or fails to perform required services within the time frame stipulated.
- Fails to materially perform or comply with the terms and conditions of the contract resulting from this solicitation.

Failure of the Contractor to remedy any problems noted by the deadline set in the Notice of Default or to otherwise bring performance to satisfactory levels that are within the requirements of the Contract shall give PCEBT cause to cancel this contract.



Third Party Employee Benefits
Administrator
RFP 08-22-14

Pinal County
Finance Department
31 N. Pinal St.
Bldg. A
P.O. Box 1348
Florence, AZ 85232

PAGE 38 OF 56

If the contract is terminated, the Contractor will be provided with a written notice that specifies the effective date of the termination. After receipt of the Notice of Termination, the Contractor agrees to perform under the terms and conditions of this contract up to and including the date of termination as though no termination has been made. In addition, the Contractor shall deliver to the Procurement Office all data, drawings, specifications, reports, estimates, summaries and other information and materials accumulated in performing this contract, whether completed or not.

If the Contract is terminated for default, PCEBT reserves the right to purchase the goods and/or services required under the contract from the open market, to complete required work itself or have it completed at the expense of the Contractor. PCEBT may recover any excess costs by (1) deduction from an unpaid balance due to the Contractor; (2) collection against the proposal and/or performance security; if any; (3) collection against liquidated damages (if applicable); or (4) a combination of the aforementioned remedies or other remedies as provided by law.

5-14 TERMINATION FOR CONVENIENCE: PCEBT reserves the right to terminate any resulting order or contract in whole or part for its convenience upon sixty (60) days written notice. The County will be responsible only for those goods and/or services that conform to the requirements of the contract and that have been delivered and/or performed and accepted.

5-15 FUNDS APPROPRIATION: The County is a governmental agency, which relies upon the appropriation of funds by its governing body to satisfy its obligations. In the event that an appropriation is not granted and operating funds are not otherwise legally available for the County to meet its obligations under any contract(s) resulting from this Solicitation, the PCEBT/County shall have the right to terminate the contract without penalty on the last day of the fiscal period for which funds were legally available. In the event of such termination, the PCEBT/County agrees to provide written notice of its intent to terminate thirty (30) calendar days prior to the stated termination date. The PCEBT/County will pay the Contractor all charges incurred through the termination date.

In addition, certain tasks, performance frequencies, or both may be reduced or eliminated upon providing the Contractor with thirty (30) calendar days advance written notice during any term of this contract.

5-16 INSPECTION OF FACILITIES: The County may, at reasonable times, and at the County's expense, inspect the business premises of the Responder or any subcontractor which is related to the performance of any contract as awarded or to be awarded.

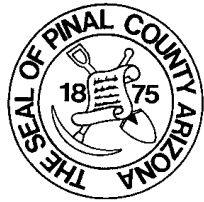


Third Party Employee Benefits
Administrator
RFP 08-22-14

Pinal County
Finance Department
31 N. Pinal St.
Bldg. A
P.O. Box 1348
Florence, AZ 85232

PAGE 39 OF 56

- 5-17 CARE OF COUNTY PROPERTY:** The Contractor will be responsible for any damages to County property when such property is the responsibility of or in the custody of the Contractor or its employees.
- 5-18 INSPECTION OF GOODS AND/OR SERVICES PROVIDED:** All material or service is subject to final inspection and acceptance by the County. Material or service failing to conform to the specifications of this contract shall be held at Contractor's risk and may be returned. If defective goods are returned or services must be re-performed, all costs are the responsibility of the Contractor.
- 5-19 PAYMENT:** A separate invoice shall be issued for each shipment of goods or services performed, and no payment shall be issued prior to receipt of acceptable goods and/or services and a correct invoice. The County shall make every effort to process payment for acceptable goods or services within thirty (30) calendar days after receipt of said items/services and a correct invoice. All invoices shall reflect the contracted prices or rates for goods or services as described in the Scope of Work.
- 5-20 ADDITIONAL COMPENSATION:** The Contractor shall submit a written price and secure written approval prior to performing any work for which additional compensation is requested. Without the prior written approval of the proposed work and the fee therefore, PCEBT will not consider payment of any sums other than those already set forth under this contract. The PCEBT may, as its sole option, enter into contracts for additional work related to this project. The Contractor shall fully cooperate with other Contractors and/or County employees to accommodate such other work and the Contractor shall not commit or permit any act that interferes with the performance of such work by other Contractors.



Third Party Employee Benefits
Administrator
RFP 08-22-14

PAGE 40 OF 56

Pinal County
Finance Department
31 N. Pinal St.
Bldg. A
P.O. Box 1348
Florence, AZ 85232

OFFER FORMAT REQUIREMENTS

OFFER FORMAT: The original copy of the Offer should be clearly labeled “ORIGINAL.” Please conform to the format specified below. The County will make no reimbursement for the cost of developing or presenting Offers. Each Offer (Original and copies) is to be submitted as identified below.

Title Page

Each Offer must contain a title page that identifies the Solicitation number and provides the Responder name, address, telephone number and name and title of contact person.

Tab 1 - Profile and Qualifications

The following information about each Responder is to be included:

1. A fully completed and signed Attachment “B” Responder’s Profile
2. A fully completed Attachment “C” References
3. A fully completed and signed Attachment “D” Deviations and Exceptions

Tab 2 - Completed Various Forms: *(All Forms must have an Authorized Signature)*

Attachment E Addendum Acknowledgment Form

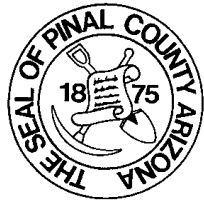
Attachment F Non-Collusion Form,

Attachment G W-9 Form

Responder’s Checklist

Offer & Acceptance Form

Note: If Responder requires PCEBT to sign a separate contract in the event of an award, then a copy of the separate contract must be included for consideration.



Third Party Employee Benefits
Administrator
RFP 08-22-14

PAGE 41 OF 56

Pinal County
Finance Department
31 N. Pinal St.
Bldg. A
P.O. Box 1348
Florence, AZ 85232

ATTACHMENT A: NO RESPONSE FORM

Responders not responding to this solicitation are asked to complete this form. Please return this form **ONLY** to the address listed above or fax to (520)866-6661

Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Reason for NO RESPONSE:

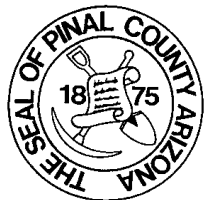
- Do not handle goods/service
- Unable to respond due to current staff availability and/or business conditions
- Insufficient time
- Unable to meet terms, conditions, specifications or requirements as described within the solicitation due to:

Other: _____

This *NO* response is authorized by: _____ Date: _____
Signature

Title _____

- Please check one:
- Retain our company on the mailing list for future solicitations.
 - Please remove our company from the mailing list for this commodity or service



Third Party Employee Benefits
Administrator
RFP 08-22-14

Pinal County
Finance Department
31 N. Pinal St.
Bldg. A
P.O. Box 1348
Florence, AZ 85232

PAGE 42 OF 56

ATTACHMENT B: RESPONDER'S PROFILE

A. Provide the name of the person who will be the primary Responder and the address for the primary servicing office:

1. Name: _____ Title: _____

2. Company
Name: _____

3. Address: _____

4. City: _____ State: _____ Zip Code _____

5. Telephone: _____ Fax: _____

6. Email Address: _____

B. Number of years local servicing office has been working with County/State Agency Clients: _____

C. How many years of experience does the local Offeror have: _____
Key Employee: _____ yrs.

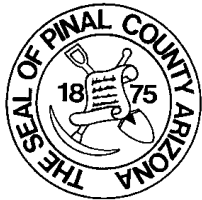
D. Will a Business Liaison be assigned to our account? Yes _____ No _____

1. If yes, identify who: _____

2. How many years of County experience does this Leader have handling public entity clients? _____

FIRM

AUTHORIZED SIGNATURE



Third Party Employee Benefits
Administrator
RFP 08-22-14

Pinal County
Finance Department
31 N. Pinal St.
Bldg. A
P.O. Box 1348
Florence, AZ 85232

PAGE 43 OF 56

ATTACHMENT C: REFERENCES

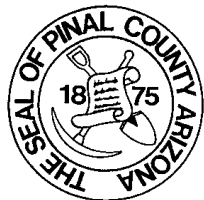
Please list a MINIMUM of three (3) clients for whom you have performed services similar to the Scope of Work in this solicitation.

| | | |
|---------------------|----------------|---------------|
| Company Name: _____ | Contact: _____ | |
| Phone: _____ | Fax: _____ | E-mail: _____ |
| Project Name: _____ | | |

| | | |
|---------------------|----------------|---------------|
| Company Name: _____ | Contact: _____ | |
| Phone: _____ | Fax: _____ | E-mail: _____ |
| Project Name: _____ | | |

| | | |
|---------------------|----------------|---------------|
| Company Name: _____ | Contact: _____ | |
| Phone: _____ | Fax: _____ | E-mail: _____ |
| Project Name: _____ | | |

| | | |
|---------------------|----------------|---------------|
| Company Name: _____ | Contact: _____ | |
| Phone: _____ | Fax: _____ | E-mail: _____ |
| Project Name: _____ | | |



Third Party Employee Benefits
Administrator
RFP 08-22-14

PAGE 44 OF 56

Pinal County
Finance Department
31 N. Pinal St.
Bldg. A
P.O. Box 1348
Florence, AZ 85232

ATTACHMENT D: DEVIATIONS AND EXCEPTIONS

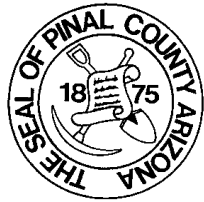
List any deviation or exception for any item listed under Scope of Services. The item number must be listed and the page of the Solicitation it is found on. Any deviation/exception or inability of the Responder to handle a particular item or service must be clearly and fully stated. Failure to show specific deviations indicates non-compliance with the Solicitation.

The following deviations/exceptions are being submitted for consideration:

The undersigned hereby acknowledges that there are ***no deviations/exceptions*** to this solicitation:

Firm

Authorized Signature



Third Party Employee Benefits
Administrator
RFP 08-22-14

PAGE 45 OF 56

Pinal County
Finance Department
31 N. Pinal St.
Bldg. A
P.O. Box 1348
Florence, AZ 85232

ATTACHMENT E: ADDENDUM ACKNOWLEDGEMENT FORM

This page is used to acknowledge any and all addendums that might be issued. Any addendum issued within five days of the solicitation due date, will include a new due date to allow for addressing the addendum issues. Your signature indicates that you took the information provided in the addendums into consideration when providing your complete response.

Please sign and date

ADDENDUM NO. 1 Acknowledgement _____
Signature Date

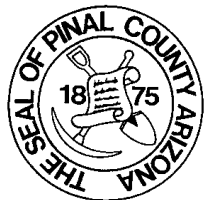
ADDENDUM NO. 2 Acknowledgement _____
Signature Date

ADDENDUM NO. 3 Acknowledgement _____
Signature Date

If no addendums were issued, indicate below, sign the form and return with your response.

Firm

Authorized Signature



Third Party Employee Benefits
Administrator
RFP 08-22-14

Pinal County
Finance Department
31 N. Pinal St.
Bldg. A
P.O. Box 1348
Florence, AZ 85232

ATTACHMENT F: NON-COLLUSION STATEMENT

State of Arizona)
)
County of) ss.

_____, affiant,
(Name)

the _____
(Title)

(Contractor/Offeror)

the persons, corporation, or company who makes the accompanying Offer, having first been duly sworn, deposes and says:

That such Offer is genuine and not sham or collusive, nor made in the interest of, or behalf of, any persons not herein named, and that the Responder has not directly or indirectly induced or solicited any other Responder to put in a sham Offer, or any other person, firm or corporation to refrain from offering, and that the Responder has not in any manner sought by collusion to secure for itself an advantage over any other Responder.

(Name)

(Title)

Subscribed and sworn to before me

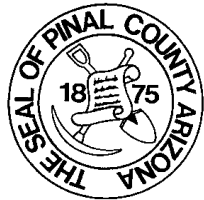
this _____ day of _____, 2008

Signature of Notary Public in and for the

State of _____

County of _____

| | |
|---|---|
| NAME AND ADDRESS OF CERTIFICATE HOLDER: | DATE ISSUED _____ _____ AUTHORIZED REPRESENTATIVE |
|---|---|



Third Party Employee Benefits
Administrator
RFP 08-22-14

PAGE 47 OF 56

Pinal County
Finance Department
31 N. Pinal St.
Bldg. A
P.O. Box 1348
Florence, AZ 85232

ATTACHMENT G: W-9 FORM

Download W-9 Form from <http://www.irs.gov/pub/irs-pdf/fw9.pdf>



Third Party Employee Benefits
Administrator
RFP 08-22-14

Pinal County
Finance Department
31 N. Pinal St.
Bldg. A
P.O. Box 1348
Florence, AZ 85232

PAGE 48 OF 56

ATTACHMENT H: OFFERORS CHECKLIST

| | Yes/No |
|---|--------|
| Did you sign your Offer sheet? | |
| Did you sign and notarize the Non-collusion statement? | |
| Did you include all the necessary attachments? | |
| Did you include your references? | |
| Did you describe your firm's capabilities and support for any proposed services? | |
| Did you acknowledge all addendums, if any? | |
| Is the outside of your submittal marked with the Solicitation #, Due Date and Time? | |
| Did you include one original and the required number of copies? | |
| Did you follow the order for submissions of documents? | |
| Did you include proof of insurance(s) requested? | |
| Did you include all deviations to the Scope of Work on the Deviations/Exception Form, Attachment E? | |
| Did you submit additional information (i.e. brochures, marketing information)? | |

Firm

Authorized Signature



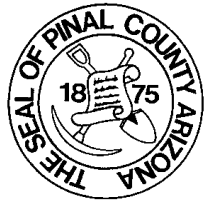
Third Party Employee Benefits
Administrator
RFP 08-22-14

PAGE 49 OF 56

Pinal County
Finance Department
31 N. Pinal St.
Bldg. A
P.O. Box 1348
Florence, AZ 85232

ATTACHMENT I: TIMELINE

| | |
|-------------|--|
| 06/25/09 | Release RFP |
| 07/07/09 | Questions Due |
| 07/14/09 | Pre-Bid Conference |
| | Board of Supervisors Conference Room 31 N Pinal St. Bldg A Florence, AZ 85232 1:30 – 5:00 pm <i>(Your attendance is strongly recommended)</i> |
| 07/21/09 | RFPs Due by 2:00pm |
| 07/23-29/09 | RFP Evaluation |
| 07/30/09 | Evaluation Team picks Finalists |
| 08/06/09 | TPA Finalist Interviews |
| 08/10-11/09 | On-Site interviews |
| 08/13/09 | Evaluation Team Meets for Recommendation Vote |
| 08/18/09 | Recommendation to PCEBT at Board Meeting |
| 08/19/09 | Trust Award |
| 11/01-25/09 | Open Enrollment |
| 01/01/10 | Effective Date |



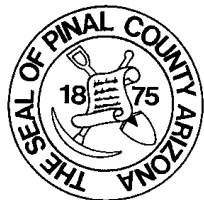
Third Party Employee Benefits
Administrator
RFP 08-22-14

PAGE 50 OF 56

Pinal County
Finance Department
31 N. Pinal St.
Bldg. A
P.O. Box 1348
Florence, AZ 85232

ATTACHMENT J: SAMPLE REPORTS (Attached)

- Claims by line of coverage (i.e., medical, dental, etc.) and tier (i.e., employee only, employee and spouse, employee and children, family)
- Check registers by line of coverage
- Fixed costs
- Census by Plan
- FSA expenditures by type
- Refunds and voids by type
- Short Term Disability Payments, tax deductions, pretax and after tax benefit deductions
- Census report by employee with all benefit choices highlighting changes.



**Third Party Employee Benefits
Administrator
RFP 08-22-14**

PAGE 51 OF 56

Pinal County
Finance Department
31 N. Pinal St.
Bldg. A
P.O. Box 1348
Florence, AZ 85232

OFFER AND ACCEPTANCE FORM

TO PINAL COUNTY:

The undersigned hereby offers and agrees to furnish the material, service, or construction in compliance with all terms, conditions, specifications, and amendments in the Solicitation.

Authorized Signature

Title

Printed Name

Date

Company Name

Telephone

Address

City, State, Zip

For clarification of this offer, contact:

Name: _____ Phone: _____ Fax: _____

**ACCEPTANCE OF OFFER
(For Pinal County Use Only)**

The offer is hereby accepted and the Responder is now bound to sell or provide the materials and services as indicated by the Notice of Award and based upon the solicitation, including all terms, conditions, specifications, amendments, etc. and the Offer as accepted by Pinal County Employee Benefit Trust..

The contract is for:

This contract shall henceforth be referenced to as Contract No. _____. The Offeror is cautioned not to commence any billable work or to provide any material or service under this contract until Offeror receives an executed purchase order or notice to proceed.

Awarded this _____ day of _____, _____ 2009.

Name (Print)

Title

Signature

Approved as to form:

Pinal County Attorney's Office



Third Party Employee Benefits
Administrator
RFP 08-22-14

Pinal County
Finance Department
31 N. Pinal St.
Bldg. A
P.O. Box 1348
Florence, AZ 85232

PAGE 52 OF 56

OFFER AND ACCEPTANCE FORM – Page 2

By signing the previous page of the Offer and Acceptance Form, Responder certifies:

- A. The submission of the bid did not involve collusion or other anti-competitive practices.
- B. The Responder shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246.
- C. The Responder has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the Submittal.
- D. The Responder certifies that it complies with Executive Order 12549 related to Federal Government Debarment and Suspension (see 4-7)
- E. The Responder certifies that the individual signing the bid is an authorized agent for the Responder and has the authority to bind them to the contract.

Firm

Authorized Signature



**Third Party Employee Benefits
Administrator
RFP 08-22-14**

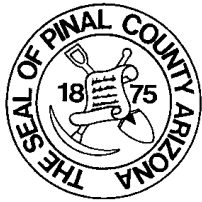
Pinal County
Finance Department
31 N. Pinal St.
Bldg. A
P.O. Box 1348
Florence, AZ 85232

SERVICE FEES WORKSHEET (REQUIRED)

Please ensure that your pricing takes into consideration all of the services outlined in the RFP. In addition to services currently being provided, the Trust is requesting pricing for additional services that may be required.

1. Assuming a new TPA is chosen, we are proposing that the current TPA will handle run-out.

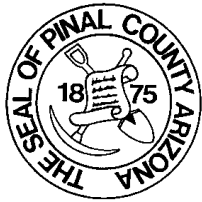
| Proposed Fees <i>(net of commissions)</i> | | | | | |
|--|------------------------|------------------------|------------------------|------------------------|------------------------|
| | 01/01/10 - 12/31/10 | 01/01/11 - 12/31/11 | 01/01/12 - 12/31/12 | 01/01/13 - 12/31/13 | 01/01/14 - 12/31/14 |
| Medical Claims Admin | | | | | |
| Dental Claims Admin | | | | | |
| Vision Claims Admin | | | | | |
| STD Admin | | | | | |
| Life/AD&D Admin | | | | | |
| Voluntary Life Admin | | | | | |
| COBRA Admin | | | | | |
| HIPAA Admin | | | | | |
| FSA Admin with Debit Card | | | | | |



**Third Party Employee Benefits
Administrator
RFP 08-22-14**

Pinal County
Finance Department
31 N. Pinal St.
Bldg. A
P.O. Box 1348
Florence, AZ 85232

| | | | | | |
|-------------------------------------|--|--|--|--|--|
| HR/Payroll Reports | | | | | |
| | | | | | |
| Other Fees: | | | | | |
| SPD: | | | | | |
| Initial Preparation | | | | | |
| Amendments/Re-writes | | | | | |
| SPD Printing | | | | | |
| PPO Re-pricing | | | | | |
| Blind PPO Network(s) | | | | | |
| Claim Subrogation | | | | | |
| ID Card Production | | | | | |
| Vendor Check Processing | | | | | |
| Student Verification Letters | | | | | |



**Third Party Employee Benefits
Administrator
RFP 08-22-14**

Pinal County
Finance Department
31 N. Pinal St.
Bldg. A
P.O. Box 1348
Florence, AZ 85232

PAGE 55 OF 56

| | | | | | |
|---|--|--|--|--|--|
| Postage | | | | | |
| On-Site Trust Meetings | | | | | |
| On-Site Open Enrollment Meetings | | | | | |
| Open Enrollment Materials | | | | | |
| Open Enrollment Material Mailing | | | | | |
| Run-in processing from prior TPA | | | | | |
| Run-out in case of cancellation of your services | | | | | |



**Third Party Employee Benefits
Administrator
RFP 08-22-14**

Pinal County
Finance Department
31 N. Pinal St.
Bldg. A
P.O. Box 1348
Florence, AZ 85232

| | | | | | |
|---|--|--|--|--|--|
| Reports: | | | | | |
| Standard | | | | | |
| Ad-Hoc | | | | | |
| Programming fee for Custom Reports: | | | | | |
| Annual Benefit Statement preparation and mailing | | | | | |
| Other (specify): | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |