



LUCAS COUNTY OHIO

INVITATION TO BID

SECTION 125 FLEXIBLE BENEFITS PLAN

COMMISSIONERS

12-039C

COUNTY AGENCY

BID NUMBER

DECEMBER 10, 2012 AT 2:00 PM (local time)

DATE AND TIME OF BID OPENING

BIDDER MUST COMPLETE THE FOLLOWING:

NAME OF COMPANY OFFICIAL \_\_\_\_\_

OFFICIAL'S SIGNATURE \_\_\_\_\_

NAME OF COMPANY \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY, STATE & ZIP \_\_\_\_\_

TELEPHONE NUMBER \_\_\_\_\_

FAX NUMBER \_\_\_\_\_

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

The Lucas County Board of Commissioners is seeking bids for **Section 125 Flexible Benefits Plan**.

Any bidder submitting a bid must submit a completed bid following the procedure outlined in this Invitation to Bid (ITB) no later than **December 10, 2012 at 2:00 pm (local time)**. All of the sections applicable in the Invitation to Bid shall be read so as to give meaning to all such provisions. However, when there is a conflict in the interpretation between a specification in the Invitation to Bid and sections, the specification in the Invitation to Bid shall take precedence.

**1.0 Legal Framework**

This Invitation to Bid (ITB) is issued under the provisions of the Ohio Revised Code (ORC) Sections 307.86 to 307.92. All bids submitted in response to this ITB shall comply with Ohio law. The laws of the State of Ohio will govern any disputes arising under this ITB and subsequent contract.

**2.0 Bid Opening**

The bid opening is scheduled for **December 10, 2012 at 2:00 pm (local time)**. All sealed bids received after this time and date, for any reason, will be rejected. The opening of the sealed bids will take place at the Lucas County Support Services, Purchasing Division, One Government Center, Suite 480, Fourth Floor, Toledo, Ohio 43604-2247

**3.0 Bid's Bid Bond Requirement**

A bid bond in the amount of **One Thousand Dollars and No Cents (\$1,000.00)** must be included with each bid or be disqualified. The bond is to be in the form of a surety bond, certified check, cashier's check, or money order from a solvent bank, or savings and loan association with the Lucas County Board of Commissioners identified as the obligee. Bonds will be returned to unsuccessful bidders within thirty days of contract award. Bonds will be returned to the successful bidder within 30 days of receipt of goods.

**4.0 Pre-Bid Conference**

<input type="checkbox"/>	Applicable if box is checked
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No pre-bid conference is scheduled for this ITB.

**5.0 Prevailing Wage**

<input type="checkbox"/>	Applicable if box is checked
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Prevailing wage does not pertain to this ITB.

**6.0 Administrative Requirements**

By submitting a bid, the bidder will be held accountable to know the specifications and conditions under which this contract will be accomplished. This includes the contents of all proposal documents, regulations, and applicable laws.

Each bid will be submitted in a clearly marked sealed container or envelope, with the project title, Bid #, date and time of bid opening marked clearly on the outside of the package. If a selected bidder chooses not to submit a bid, the bid should be returned and marked "No Bid" for the project title, Bid #, date and time of bid opening on the envelope or package. All bids must be sent to:

**Lucas County Support Services, Purchasing Division  
One Government Center, Suite 480  
Toledo OH 43604-2247**

The entire set of completed ITB documents must be returned intact and in the following order:

- a. Original completed Request for Bid (ITB) and **one (1) copy**; this includes any amendments applicable to this ITB.
- b. Completed Affidavits: (1) Delinquent Property Tax, (2) Non-Discrimination, (3) Non-collusion, (4) No Findings for Recovery, (5) Compliance Affidavit for Businesses, (6) Transparency Purchasing Policy Disclosure and (7) Sweatfree Affidavit; all signed by your legally authorized representative and notarized.
- c. Bid Bond - Separated from (ITB) and Marked "Bid Bond", your Company's Name, Project Title and Bid Number. **The bid bond is mandatory.** A bidder will be disqualified if the bid bond is not submitted.
- d. The ITB Pricing Response Form completed in its entirety **(Section B).**

Faxed transmissions of bid are unacceptable. Sealed bids received through the mail after the specified date and time will also be returned.

Lucas County reserves the right to postpone the bid opening for its convenience. Bidders are required to submit firm and fixed prices in the format specified on the pricing sheet **(Section B)**. When there are errors in multiplication or addition in a bid, the unit price quoted will be used for calculating the correct total bid. If the error is in the unit price, the bid will be automatically disqualified.

All bid pricing will be valid for 60 (sixty) calendar days from the bid opening date to permit adequate evaluation of bid responses.

Lucas County may make this award as a whole or on a partial basis, based on the individual bid specifications.



Any deviations from the specifications must be clearly detailed on the exception form. **(Section C)**

If any items being bid have an expiration date, items delivered cannot be expired and must carry a good date for at least 6 (six) months after receipt.

There will be no incidental charges for services. If Lucas County has left any information out of these specifications where the Vendor would foresee additional charges/fees, bidder must include that information on the attached exception form.

All materials in the bid will become the property of Lucas County and may be returned only at the County's discretion. Materials received constitute public information as a matter of statutory law and will be made available for public inspection and copying upon request by members of the public pursuant to ORC Section 149.43. Any portion of the bid to be held confidential should be marked to that effect and will not be considered public record if it clearly falls within an exemption enumerated in ORC Section 149.43.

Additional information, such as brochures, glossies and or promotional materials, is to be provided in a separate section at the back of the response.

**6.1 Additional Administrative Requirements - Compliance with Support Order(s)**

Financial responsibility, integrity, and accountability are essential for operating a business that services the public. Unpaid obligations are a social problem, which threatens the welfare of children and increases the burden on taxpayers to provide social services. Due to the public's growing concern with non-paying parents, government initiatives to create additional, effective enforcement mechanisms are necessary. It is in the County's interest that all contractors doing business with Lucas County demonstrate financial responsibility and integrity and accountability.

All bidders must submit the completed "Compliance Affidavit For Businesses" with their bid. Once a lowest and best bidder has been determined and prior to award, this form will be submitted by Lucas County to the Child Support Enforcement Agency for certification of substantial compliance of court ordered and/or agency ordered child support of any individuals of the company who have twenty-five (25%) percent or greater vested interest in the company. If the individual is found to be not in compliance, said bidder will be notified that the individual is not in compliance and therefore the bidder/company/contractor is not in compliance and will have five (5) days to be in compliance from date of notification. Failure to comply will cause disqualification of the bidder's/company's /contractor's bid.

Bidders should contact Lucas County Child Support Enforcement Agency, (419) 213-3106, regarding this requirement should they have questions.

**7.0 Contract Administration**

The Lucas County Purchasing Department will administer the contract.

**8.0 Bid Evaluation Criteria and Award**

An award will be made to the provider who is considered lowest and best bid for the County's needs.

Lucas County Board of Commissioners reserves the right to reject any and all bids, to waive minor technicalities and to request a re-bid through the bid process. Lucas County reserves the right to conduct site visits of proposed facilities (at County expense) to determine capability of the bidder to perform.

**9.0 Bid Alterations, Amendments, and Alternate Bids**

No alterations, additions (alternate bids), or exceptions to the specifications contained herein are permitted except by amendments issued by the Lucas County Purchasing Department to all bidders that have received an ITB.

During the bid process, bidders may be furnished certain amendments covering additions or deletions to the ITB documents. Amendments will be included in the scope of work and will become a part of contract documents. Amendments may be issued up to seventy-two (72) hours preceding the bid opening date, excluding weekends and holidays.

Any prospective bidder desiring an explanation or interpretation of the ITB or specifications must request it in writing soon enough to allow a reply to reach all prospective bidders before the submission of their bids but no later than 5 (five) business days prior to the bid opening. Oral explanations or instructions given before the award of a contract will not be binding. Any information given a prospective bidder concerning the ITB will be furnished promptly to all other prospective bidders as an amendment, if that information is necessary in submitting bids or if the lack of it would be prejudicial to other prospective bidders.

**10.0 Equal Opportunity Provisions Required**

All bidders must be willing to enter a contract containing the express language contained in Section 125.111 of the ORC, which requires the following:

Every contract for or on behalf of the state or any of its political subdivisions for the purchase of materials, equipment, supplies, contract of insurance, or services shall contain provisions similar to those required by Section 153.59 of the Revised Code in the case of construction contracts by which the bidder agrees to both of the following:

That in the hiring of employees for the performance of work under the contract or any subcontract no bidder or subcontractor shall, by reasons of race, color, religion, sex, age, handicap, national origin or ancestry, discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the contract relates.

That no bidder, subcontractor, or any person acting on behalf of any bidder or subcontractor shall, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of work under the contract on account of race, color, religion, sex, age, handicap, national origin or ancestry.

All bidders who contract with the state or any of its political subdivisions for materials, equipment, supplies, contracts of insurance, or services shall have a written affirmative action program for the employment and effective utilization of economically disadvantaged persons, as defined in Section 122.71 of the Revised Code. Annually, each such bidder shall file a description of the affirmative action program and a progress report on its implementation with the Ohio Civil Rights Commission and the Minority Business Development Office established under Section 122.92 of the Ohio Revised Code.

#### 11.0 Insurance Requirements

If bid specifications require performance of labor for Lucas County, seller must agree to indemnify and protect Lucas County against all liabilities, claims, or demands for injuries or damages to any person or property growing out of the performance of this contract, by seller, its servants, employees agents or representatives. Prior to issuance of purchase order, the successful bidder must furnish an Insurance Carrier's Certificate showing that the seller has adequate worker's compensation, public liability, and property damage insurance coverage in accordance with the "County of Lucas Contractor Insurance" page of the bid document.

#### 12.0 Contract Term and Extension

The successful bidder's Support Services and Implementation Work Plan submission may define the term of the resulting contract. The exact contract commencement date, completion date, and option periods will be set forth in the contract and resolution approving the contract as adopted by the Lucas County Board of Commissioners. **The term of this agreement will be from the date of award through February 28, 2014 and four (4) years thereafter. This agreement is non-renewable.**

#### 13.0 Invoices

The bidder will be required to submit invoices in triplicate (one original and two copies) to the "invoice to" address identified in the purchase order used to issue orders against this contract. The bidder's Federal Tax Identification Number should appear on all statements and invoices.

Invoices must include the following:

Name and address of bidder  
Invoice remittance address as designated in the contract & description including:

Billing period  
Location  
Unit Code (must match bid)  
Calculated extended cost  
Description of item purchased  
P. O. or Contract #

**14.0 Assignment/Subcontractor**

Neither the contract nor any rights, duties or obligations described herein will be assigned by either party hereto without prior express, written consent of the other party. The contract will be made pursuant to the bid submitted by the bidder. The contract will be based on the bidder's qualifications and responsibilities. The bidder will not sublet or assign the contract nor shall any subcontractor commence performance of any part of the work included in the resulting contract, without the previous written consent of Lucas County.

**15.0 Taxes**

Lucas County does not pay local, state or Federal taxes. If requested, the bidder will be furnished with an exemption certificate.

**16.0 Permits/Codes**

The selected bidder is responsible for obtaining all permits and licenses required for performance of the work specified. All labor and materials provided under this agreement shall meet or exceed minimum standards covered by the current applicable code(s) or bidder shall have obtained a legal waiver.

**17.0 Compliance with the Law**

The bidder must agree to comply with all applicable Federal, state, and local laws in the conduct of the work specified in this ITB including applicable state and Federal laws regarding drug-free work places. The bidder will be required to accept full responsibility for payment of all taxes and insurance premiums including, but not limited to; Unemployment Compensation insurance premiums, Workers' Compensation, all income tax deductions, Social Security Deductions, and any other taxes or

payroll deductions required for all employees engaged by the bidder in the performance of the work specified in this ITB.

#### 18.0 Pricing

Bidders are expected to quote firm and fixed prices on a per unit basis, in the format specified in **(Section B)**. The successful bidder will not change the unit price or the scope of work during the contract period or any extension periods, however, should the bidder receive a decrease in overall costs associated with the commodity, this provision shall allow for modification of the existing contract to decrease the price.

Bidders must utilize pricing forms supplied in this document contained with **(Section B)**.

It is the County's intent to establish a contractual arrangement for specified commodity or service. Any services not specifically named on the pricing pages are to be named and priced on Additional Response Area **(Section C)**. Additional pricing may be submitted on subsequent pages so long as presented in a manner consistent with supplied format.

There will be no incidental charges for services. If Lucas County has left any information out of these specifications where the Bidder would foresee additional charges/fees, the bidder must include that information on the exception sheet found in **(Section C)**.

#### 19.0 Termination for Convenience

Lucas County reserves the right to terminate the resulting contracts for its convenience by giving the bidder 30 (thirty) days written notice. Lucas County reserves the right to terminate during the contract period or any subsequent renewal period.

#### 20.0 Termination for Default

Lucas County may terminate the contract at any time the bidder fails to carry out its provision under the terms and conditions of the specified contract after issuance of a cure notice. The bidder will have thirty days after notice of required improvement to make necessary corrections. If, after such notice, the bidder fails to remedy the conditions, Lucas County will issue an order to stop work immediately and terminate the contract without obligation.

#### 21.0 Non-Acceptance Criteria for Work, Materials and Service

No certificate of payment, no provision in the bidding documents, or any partial shipment of materials or entire occupancy of government shall constitute an acceptance of work, materials or service not done or provided in accordance with the contract documents, or relieve the bidder of liability for any express or implied warranties or responsibility for faulty materials or

workmanship. The bidder shall remedy any defects in the work, material or service and pay for any other resulting damage to other work, material or equipment which appears within one year of final acceptance of the work, materials, or service unless a longer period is elsewhere specified. Nothing stated herein should relieve the bidder of common law liability for latent defects, which may appear after the expiration of the warranty period.

## 22.0 Performance Requirements

The delivery of any material, equipment, or the performance of any service that does not conform in all respects to the specifications will be rejected and the Board of Commissioner's representative and reasons for the rejection shall notify the Bidder. If the Bidder fails to make immediate replacement of such rejected material, equipment or service meeting the specifications, the Board of Commissioners will procure in the open market materials, and equipment, or hire labor of the quality required to meet the specifications up to the value rejected and the Bidder and his surety shall be liable to the Board of Commissioners for the total costs of the correction. The Board of Commissioner's performance of the work, when the Bidder is not doing the work in accordance with the specifications of the contract, shall result in a claim against the bidder for all costs and damages which will be allowed by reason of such non-performance.

If the Bidder defaults or neglects to carry out the work in any respect in accordance with the contract documents and fails to correct the default, except where an extension of time is granted in writing by the County, the County upon written notice to the Bidder may, without prejudice to any other remedies the County may have, make the correction required. If the default or neglect results in a threat to the safety of persons or property, the Bidder must immediately commence to correct such default or neglect upon written or oral notice.

## 23.0 Indemnification

The Bidder awarded this contract shall assume the defense of, indemnify, and save harmless the County or any authorized political subdivision receiving services under this contract from any claims or liabilities of any type or nature to any person, bidder, or corporation arising in any manner from the bidders performance of the work required under this contract and shall pay any judgment obtained or growing out of said claims, liabilities, or any of them.

## 24.0 Non-Appropriation of Funds

Bidders are advised that although the term of this contract may span several fiscal years, this contract is contingent upon the County budgeting and appropriating the funds necessary for the continuation of this contract in the current year. In the event that the funds necessary for the continuation of this contract

are not approved for expenditure in any year, this contract shall terminate on the last day of the fiscal year in which funding was approved, with no penalty to the County.

**25.0 Co-Op Opportunities**

ORC 9.48 allows any county to participate in contracts of other counties or townships in the acquisition of equipment, materials, supplies or services using the same terms, conditions and specifications and same or lower price.

Lucas County may permit authorized counties, townships or municipalities here after referred to as political subdivisions, to participate in contracts that Lucas County has entered into for the purchase of certain supplies, services, materials and equipment. Upon contract award, authorized political subdivisions are approved to order directly with the supplier. All invoices for such purchases must be sent directly to the ordering political subdivisions' billing address. Under no circumstances is Lucas County obligated to that political subdivision's financial commitments.

COUNTY OF LUCAS CONTRACTOR INSURANCE

21 INSURANCE

21.1 The CONTRACTOR shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from the CONTRACTOR'S execution of the WORK, whether such execution be by himself or by any SUBCONTRACTOR or by anyone directly employed by any of them, or by any one for whose acts any of them may be liable:

21.1.1 Claims under workmen's compensation, disability, benefit and other similar employee benefit acts;

21.1.2 Claims for damages because of bodily injury, sickness or disease or death of his employees;

21.1.3 Claims for damages because of bodily injury, sickness or disease or death of any person other than his employees;

21.1.4 Claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the CONTRACTOR, or (2) by any other person; and

21.1.5 Claims for damages because of injury to or destruction of tangible property, including loss of use resulting there from.

21.2 Certificate of Insurance acceptable to the OWNER shall be filed with the OWNER prior to commencement of the WORK naming OWNER as additional insured. These Certificates shall contain a provision that coverages afforded under the policies will not be canceled unless at least thirty (30) days prior WRITTEN NOTICE has been given to the OWNER.

21.3 The CONTRACTOR shall procure and maintain, at his own expense, during the CONTRACT TIME, liability insurance as hereinafter specified;

21.3.1 Comprehensive General Liability and Property Damage, Contractor's Protective Liability, Contractual Liability, Completed Operations-Products, Automobile Bodily Injury and Property Damage, owned and non-owned and hired vehicles and Owner's Protective Liability. The latter policy shall name as the insured the OWNER. If excluded from CONTRACTOR'S standard coverages, the following shall be deleted for policies provided under the CONTRACT DOCUMENT EXCLUSIONS: (1) "Underground Operations" (2) "Third Party Beneficiary" and (3) "Collapse" - where exposure is determined. Bodily Injury Liability and Property Damage Insurance shall cover the use of "Explosives" if used in performance of the CONTRACT. Insurance should be placed with a carrier with an AM Best Rating of at least an A-.

The types and **minimum** limits of insurance shall be as follows:

Commercial General Liability Insurance -  
General Aggregate Limit - \$2,000,000  
Products-Completed Operations-

Aggregate Limit - \$2,000,000  
Personal and Advertising  
Injury Limit - \$1,000,000  
Each Occurrence Limit - \$1,000,000  
Comprehensive Automobile Liability  
Bodily Injury & Property Damage Liability Limit  
Each Occurrence - \$1,000,000

The above minimum coverages may be obtained through the primary insurance or any combination of primary and umbrella insurance. In addition, the General Aggregate Limit shall be required on a per project basis.

21.3.2 The CONTRACTOR shall acquire and maintain, if applicable, Fire and Extended Coverage Insurance upon the PROJECT to the full insurable value thereof for the benefit of the OWNER, the CONTRACTOR, and SUBCONTRACTORS as their interest may appear. This provision shall in no way release the CONTRACTOR or CONTRACTOR'S surety from obligations under the CONTRACT DOCUMENTS to fully complete the PROJECT.

21.4 The CONTRACTOR shall procure and maintain at his own expense, during the CONTRACT TIME, in accordance with the provisions of the laws of the state in which the work is performed, Workmen's Compensation Insurance, including occupational disease provisions, for all of his employees at the site of the PROJECT and in case any work is sublet, the CONTRACTOR shall require such SUBCONTRACTOR similarly to provide Workmen's Compensation Insurance, including occupational disease provisions for all of the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. In case any class of employees engaged in hazardous work under this contract at the site of the PROJECT is not protected under Workmen's Compensation statute, the CONTRACTOR shall provide, and shall cause such SUBCONTRACTOR to provide, adequate and suitable insurance for the protection of his employees not otherwise protected.

21.5 The CONTRACTOR shall secure, if applicable, "All Risk" type Builder's Risk Insurance for Work to be performed. Unless specifically authorized by the OWNER, the amount of such insurance shall not be less than the CONTRACT PRICE totaled in the BID. The policy shall cover not less than the losses due to fire, explosion, hail, lightning, vandalism, malicious mischief, wind, collapse, riot, aircraft and smoke during the CONTRACT TIME, and until the WORK is accepted by the OWNER. The policy shall name as the insured the CONTRACTOR, and the OWNER.

22. INDEMNITY

22.1 PROFESSIONAL LIABILITY

Relative to any and all claims, losses, damages, liability and costs, the CONTRACTOR agrees to indemnify and save the County of Lucas, its officials and employees (herein after "County") harmless from and against any and all suits, actions or claims for property losses, damages or personal injury claimed to arise from a negligent act, error or omission by the CONTRACTOR or its employees.

22.2 NON-PROFESSIONAL LIABILITY

To the fullest extent permitted by law, the CONTRACTOR shall indemnify and hold harmless the County of Lucas, its officers, officials and employees (hereinafter "County"), or any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees arising out of the acts or omissions of the CONTRACTOR, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of property (other than the Work itself) including loss of use resulting there from, but only to the extent caused in whole or in part by the acts or omissions of the CONTRACTOR, any subCONTRACTOR(s) of the CONTRACTOR, its agents, or anyone directly employed by them or anyone whose acts they may deem liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this paragraph 22.2. It is understood and agreed that this indemnification obligation is enforceable to the full extent permitted by Ohio Revised Code Section 2305.31.

22.3 It is expressly understood and 'agreed that these indemnification obligations are enforceable to the full extent permitted by Ohio Revised Code Section 2305.31. In any and all claims against the County by any employee of the CONTRACTOR, and any subCONTRACTOR(s) of the CONTRACTOR, agent or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. CONTRACTOR hereby expressly waives the immunity provided to CONTRACTOR by Article II, Section 35, of the Ohio Constitution and Ohio Revised Code Section 4123.74 and 4123.741, all regarding worker's compensation immunity, so that this indemnification obligation may be enforced by the County of Lucas against CONTRACTOR in those instances.

22.4 If the CONTRACTOR subcontracts with the County, the CONTRACTOR shall require its subCONTRACTORS to indemnify the County of Lucas in accord with Article 22.

22.5 CONTRACTOR Responsible - The CONTRACTOR expressly understands that the insurance requirements as outlined above are minimum requirements to be met under the contract and does not in any manner represent that the limits, coverage or policy forms are sufficient or adequate to protect the interest or liability of the CONTRACTOR and/or its subCONTRACTORS.

**THE FOLLOWING MUST BE INCLUDED (IN THE SPECIFIED AREAS) ON ALL INSURANCE CERTIFICATES:**

DESCRIPTION OF THE PROJECT AND LOCATION: you may use a generalized listing of the duties to be performed under this certificate of insurance. Example: "Projects Executed for the Board of Lucas County Commissioners."

CERTIFICATE HOLDER: Board of Lucas County Commissioners, One Government Center, Suite 800, Toledo, Ohio 43604-2247.

**SECTION A - AFFIDAVITS**

DELINQUENT PERSONAL PROPERTY TAX STATEMENT  
(O.R.C. Section 5719.042)

THIS FORM MUST BE COMPLETED IN ITS ENTIRETY AND NOTARIZED

I \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
(NAME) (TITLE) (NAME OF COMPANY)

affirm that at the time that I submitted the bid for \_\_\_\_\_  
(BID TITLE)

to the Board of Lucas County Commissioners on \_\_\_\_\_ that  
(DATE)

\_\_\_\_\_ was / was not charged with delinquent  
(NAME OF COMPANY) (CIRCLE ONE)

Personal Property Taxes by the Lucas County Auditor.

**(If Personal Property Taxes are delinquent, complete the following section)**

The amount of delinquent Personal Property Taxes due Lucas County is  
\_\_\_\_\_ and unpaid penalties and interest are \_\_\_\_\_.  
(AMOUNT) (AMOUNT)

\_\_\_\_\_  
(SIGNATURE)

\_\_\_\_\_  
(COMPANY)

\_\_\_\_\_  
(DATE)

Sworn to and subscribed before me this \_\_\_\_\_ day of, \_\_\_\_\_ 20\_\_.

(SEAL)

\_\_\_\_\_  
(NOTARY)

My Commission Expires:

(Date) \_\_\_\_\_

NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY AFFIDAVIT

STATE OF \_\_\_\_\_

SS

COUNTY OF \_\_\_\_\_

\_\_\_\_\_ being first duly sworn, deposes and says that  
(Name)

he/she is \_\_\_\_\_ of \_\_\_\_\_ the party  
(Title) (Company)

that made the foregoing proposal; that such party as bidder does not and shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. If awarded the bid and contract under this proposal, said party shall take affirmative action to insure that applicants are employed and that employees are treated, during employment, without regard to their race, religion, color, sex or national origin. If successful as the lowest and best bidder under the foregoing proposal this party shall post non-discrimination notices in conspicuous places available to employees and applicants for employment setting forth the provision of this affidavit.

Furthermore, said party agrees to abide by the assurances found in Section 153.59 of the Ohio Revised Code in the Contract Provisions with the Owner if selected as the successful bidder by the owner.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Affiant)

\_\_\_\_\_  
(Company/Corporations)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City/State/Zip Code)

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

(Seal)

\_\_\_\_\_  
(Notary)

My Commission Expires:

\_\_\_\_\_  
(Date)

NON-COLLUSION AFFIDAVIT

STATE OF OHIO,

COUNTY OF LUCAS, SS:

\_\_\_\_\_ being first duly SWORN, deposes and says that he is the \_\_\_\_\_ or authorized representative of \_\_\_\_\_ or is the party submitting this bid; that such bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any other bidder or person, to submit a sham bid, or refrain from bidding; has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or any other bidder, to fix any overhead, profit or cost element of said bid price, or of that of any other bidder; to secure any advantage against the County of Lucas or any person or persons interested in the proposed contract; that all statements contained in said proposal of bid are true and that, such bidder has not, directly or indirectly submitted this bid, or the contents thereof, or divulged information or data relative thereto to any other potential bidder. Further, Affiant affirms that no county employee has any financial interest in this company or the bid being submitted.

\_\_\_\_\_  
(Affiant Signature)

\_\_\_\_\_  
(Affiant Title)

SWORN to before me and subscribed in my presence  
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.  
(Date) (Month) (Year)

\_\_\_\_\_  
(Notary Public)

(SEAL)

My Commission Expires

\_\_\_\_\_  
(Date)

NO FINDINGS FOR RECOVERY AFFIDAVIT

THIS FORM MUST BE COMPLETED IN ITS ENTIRETY AND NOTARIZED

I \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
(NAME) (TITLE) (NAME OF COMPANY)

affirm that at the time that I submitted the bid for \_\_\_\_\_  
(BID TITLE)

to the Board of Lucas County Commissioners on \_\_\_\_\_ that  
(DATE)

\_\_\_\_\_ has / has no unresolved  
(NAME OF COMPANY) (CIRCLE ONE)  
finding for recovery from the State Auditor per Ohio Revised Code  
Section 9.24.

(If there is unresolved finding for recovery from the State Auditor ,  
complete the following section)

The amount of unresolved finding for recovery due the State Auditor is  
\_\_\_\_\_ and unpaid penalties and interest are \_\_\_\_\_.  
(AMOUNT) (AMOUNT)

\_\_\_\_\_  
(SIGNATURE)

\_\_\_\_\_  
(COMPANY)

\_\_\_\_\_  
(DATE)

Sworn to and subscribed before me this \_\_\_\_\_ day of, \_\_\_\_\_ 20\_\_.

(SEAL)

\_\_\_\_\_  
(NOTARY)

My Commission Expires:  
\_\_\_\_\_

**Additional Administrative Requirements  
Compliance with Support Order(s)**

Financial responsibility, integrity and accountability are essential for operating a business that services the public. Unpaid obligations are a social problem which threatens the welfare of children and increases the burden on taxpayers to provide social services. Due to the public's growing concern with non-paying parents, government initiatives to create additional, effective enforcement mechanisms are necessary. It is in the County's interest that all contractors doing business with Lucas County demonstrate financial responsibility and integrity and accountability.

All bidders **must submit** the **completed** "Compliance Affidavit For Businesses" with their bid. Once a lowest and best bidder has been determined and prior to award, this form will be submitted by Lucas County to the Child Support Enforcement Agency for certification of substantial compliance of court ordered and/or agency ordered child support of any individuals of the company who have twenty-five percent (25%) or greater vested interest in the company. If the individual is found to be not in compliance, said bidder will be notified that the individual is not in compliance and therefore the bidder/company/contractor is not in compliance and will have five (5) days to be in compliance from date of notification. Failure to comply will cause disqualification of the bidder's/company's/contractor's bid.

Bidders should contact Lucas County Child Support Enforcement Agency, 419-213-3106, regarding this requirement should they have questions.





LUCAS COUNTY SWEATFREE AFFIDAVIT

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_, ss:

Personally appeared before me the undersigned, as an individual or as a representative of

\_\_\_\_\_ for a contract for \_\_\_\_\_  
(Name of Entity (Type of Product or Service)

to be let by the Board of Commissioners, Lucas County, Ohio, who, being duly cautioned and sworn, makes the following statement with respect to the Lucas County Sweatfree Procurement Policy and further states that the undersigned has the authority to make the following representation on behalf of himself or herself or of the business entity:

1. Name, physical address, phone number and contact persons for each production facility that will be involved in the production of goods or the provision of services.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. I have personal knowledge of the information contained in section 1 or I have obtained such information from any resale entity.

3. I understand my obligation to ensure that all applicable production facilities adhere to the sweatfree code of conduct as defined in Section IV of the Lucas County Sweatfree Procurement Policy.

4. I understand that if Lucas County, the State and Local Sweatfree Consortium, and/or an independent monitor find any of the production facilities listed above to be out of compliance with any of the provisions of Section IV of the Lucas County's Sweatfree Procurement Policy, and I fail to take all reasonable steps as specified by and/or its designee(s), I will be deemed out of compliance with the sweatfree code of conduct as defined in the Lucas County Sweatfree Procurement Policy.

5. I have furnished a copy of the sweatfree code of conduct as defined in Section IV of the Lucas County Sweatfree Procurement Policy to each production facility named in paragraph 1 and to each relevant subcontractor and I have instructed each subcontractor to furnish the code of conduct to each relevant production facility.

**BIDDER:**

SIGNATURE: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

Sworn to before me and subscribed in my presence by the above named person this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

NOTARY PUBLIC: \_\_\_\_\_

My Commission Expires:

\_\_\_\_\_

**SECTION B - SPECIFICATIONS & PRICING**

## SECTION 125 CAFETERIA PLAN SPECIFICATIONS

### I. EXECUTIVE SUMMARY

#### A. General overview.

The Lucas County Board of Commissioners ("Board") is seeking a third party to provide administrative services for its Internal Revenue Code ("Code") Section 125 "cafeteria" or "flexible benefits" plan --the Lucas County Flexible Benefits Plan ("Plan")--**at no cost to the Board.** A copy of the Plan document is attached as Exhibit G of this ITB.

The Plan's 2013-2014 Plan Year commences March 1, 2013; however, because of enrollment/benefit elections and the need to integrate payroll and reporting systems with the Lucas County Auditor's Office ("Auditor") the Selected Bidder's responsibilities will probably commence sometime in December, 2012. It is anticipated that the term of the agreement reached with the Selected Bidder shall be five (5) years, non-renewable. See Section 12.0 (Contract Term and Extension).

The Selected Bidder is required to meet with, and enroll, new employees who become eligible for Plan participation during the Plan Year as well as annually with each Lucas County employee eligible to participate in the Plan, either individually or in a group, for the purpose of re-enrolling in the Plan and making/changing benefit elections. The benefit elections may be made in writing or electronically. When meeting with employees, the Selected Bidder shall be permitted to offer Plan participants insurance products for purchase at group rates that will provide the Plan benefits as well as insurance products that are not permitted under the Plan, but which can be purchased on a post-tax basis through voluntary employee payroll deduction.

#### B. Description of the Plan.

There are approximately 3,200 employees eligible for participation in the Plan. The Plan allows participants to choose between cash compensation and the following "qualified benefits" [as defined under Code Section 125(d)(1)]:

1. Contributions to pay for coverage of the spouses of Lucas County employees under the Lucas County Employee Health Benefit Plan;
2. Dependent Care Reimbursement Account ("DCRA");
3. Medical Reimbursement Account ("MRA");
4. Major medical insurance;
5. Hospitalization;
6. Disability income insurance;
7. Group term life insurance.
8. "Cancer" insurance.

Except for the DCRA and MRA, Lucas County employees are permitted to elect and pay for coverage under any of the foregoing insurance products from the Selected Bidder on an after-tax basis and may also purchase the following products on an after-tax basis through voluntary payroll deduction provided,

however, the requirements of Ohio Revised Code ("ORC") Section 3917.04 are met:

1. Whole, universal, and other cash-value component life insurance products;
2. Insurance for dependents.

All benefits under the Plan are provided by the various insurance contracts purchased. The Plan is a "government plan" as defined under 29 USC 1002(32) and is not subject to Employee Retirement Income Security Act ("ERISA") requirements; however, the Plan is affected by other federal laws including, but not limited to, the Internal Revenue Code, HIPAA, FMLA and "COBRA-equivalent" sections of the Public Health Service Act.

#### **C. Reimbursement Accounts.**

Participants are permitted to direct a maximum of \$2,500 to the MRA and the lesser of:

- a. \$5,000.00 (if the participant is married and filing a joint federal tax return); or
- b. \$2,500 (if the participant's filing status is other than "married filing jointly")

to the DCRA. The minimum amount permitted to be directed to either account is \$10 per pay period.

Reimbursements under the DCRA and MRA are made either through the Participant's use of a debit card or by submitting a written request for reimbursement to the Selected Bidder. Participants using debit cards for reimbursement pay a nominal fee for the service. Participants submitting written requests for reimbursement generally receive the reimbursement within 30 days of their submission.

The Plan has adopted the two and one-half month extension after the end of the Plan Year for the reimbursement of amounts from both the DCRA and the MRA.

#### **D. Administration.**

The Lucas County Auditor ("Auditor") is responsible for making the appropriate deductions from each participant's compensation in accordance with the elections the participant makes under the Plan. The Auditor then forwards the appropriate amounts electronically to the Selected Bidder who will then purchase the relevant insurance contract or fund the relevant reimbursement account. **IT IS THE INTENTION OF THE BOARD TO LIMIT THE AUDITOR'S ROLE IN THE OPERATION OF THIS PLAN TO FORWARDING PAYROLL DEDUCTIONS AND LIMITED MINISTERIAL TASKS (e.g. forwarding withholdings, notifying the Selected Bidder of new hires and terminations, periodic reviews of Plan operation).**

The Selected Bidder's responsibilities will include, but are not limited to: meeting with new and current employees; enrolling and disenrolling employees; accepting and processing benefit elections; ensuring that the premium charged for insurance coverage elected by a Participant properly matches the amount being withheld from the Participant's paycheck; properly accounting for Participant contributions to MRAs and DCRA's; determining the eligibility of expenses submitted under the MRAs and DCRA's; processing all payments made from MRAs and DCRA's; providing periodic reports to Participants regarding their MRAs and DCRA's; providing customer service/support to Participants who

have questions or problems relating to their benefits under the Plan; ensuring compliance with all applicable laws and regulations (including, but not limited to, the Code, FMLA, HIPAA and the Public Health Service Act) and filing any and all necessary and/or required forms, returns, notices, etc. with the appropriate government agencies.

## **II. REQUIREMENTS**

### **A. Fees**

The Selected Bidder shall provide Plan administration services free of charge. Currently, a small "convenience" fee is passed through to Participants using a debit card for reimbursement from the MRA and DCRA. Please complete the cost sheet (Section B) identifying fees and charges that will have to be paid by Participants.

### **B. Funding/Payments/Employee Information**

The Auditor requires insurance contract premiums and reimbursement account contributions be transmitted to the Selected Bidder via electronic means. Information relating to new employee and current employee-Participants will also be transmitted electronically. Please describe the banking and computer interface requirements that will need to be met in order to allow for the transmission of information and payments electronically.

### **C. Reimbursement**

Please explain the process by which reimbursements may be requested and made from reimbursement accounts both by debit card and by check. Regardless of whether reimbursement is by check or debit card, what will be the extent of the Auditor's involvement in processing claims? What documentation of the incurred expense will be required? Will participants receive confirmation of a claim being received? If so, how? Will Participants receive periodic statements giving their account balances or is that information available online? Will an "explanation of benefit" be generated and sent to the Participant when a reimbursement is made? How will incomplete and/or unacceptable/ineligible claims be handled? Describe the appeals process for denied claims/reimbursements.

### **D. Customer Service**

Describe the mechanisms in place to handle Participant inquiries regarding the Plan and/or any benefits the Participant may have elected under the Plan. Is there a toll-free call center Participants may call with questions about the Plan or to check on reimbursement account balances? Are live customer service representatives available to speak with Participants or is there another way to deal with Participant inquiries (e.g. FAQ line; leaving a recorded message and having someone call back)? What security measures are in place to safeguard the Participant's information and access to it? Will the Participant require training or instruction regarding accessing their reimbursement accounts and, if so, who will provide it?

**E. Record Keeping/Reporting**

Please describe and (where relevant) provide:

- a. the data that the Auditor must supply;
- b. the enrollment information needed for participants during "open" enrollment periods;
- c. enrollment information needed for new employees hired during the year;
- d. data required to report reimbursement account contributions and insurance premiums;
- e. the form and file layout for any data files required from the Auditor;
- f. the form of reports the Auditor and/or Bidder would need to reconcile account information.

How would permitted changes to Participant selections be made during the Plan Year? The Auditors will transmit payroll deductions bi-weekly. What reports does the Bidder provide to the Auditor? What reports are needed from the Auditor by the Bidder (e.g. balances in reimbursement accounts)? How often are these reports made or needed?

**F. Insurance Rates and Products**

What insurance companies does Bidder represent? Do you guarantee coverage for all insurance-provided benefits elected by Participants or will Participants be subject to underwriting (limited or otherwise)? On taking over administration of the Plan, what measures will be taken to ensure the product providing benefits selected by Participants will be identical (or as close to identical as possible) to the benefit-providing product(s) elected by Participants under the current insurer/Administrator? In other words, how will Participants be "mapped" from their current selections to the products offered by the Selected Bidder?

## PRICING/PRODUCT COMPARISON INFORMATION

Please provide copies of your current rates sheets as on file with the Ohio State Department of Insurance for your products that are identical or comparable to the following listed products currently available to our employees.

It is the express intent of this ITB that current employee coverage and benefits will be maintained in similarly available products at similar costs with no loss of a benefit or the enactment of any pre-existing condition exclusions.

### Colonial products currently offered to employees.

Please detail your products offerings in relation to these currently-offered products and make certain a product comparison is detailed.

**Accident: On and Off the Job Accident Coverage for employee and family. Helps offset the unexpected medical expenses. Payment is based on the type of injury and treatment; payments are made directly to the insured.**

**Cancer: Helps offset the out-of-pocket medical and indirect, non-medical expenses related to cancer that some medical plans don't cover. This coverage also provides a benefit for specified cancer-screening test. Coverage is available to employee and family.**

**Critical Illness: This policy covers serious illness; examples are heart attacks, stroke, kidney failure, etc. Compliments major medical coverage, by providing a lump-sum benefit paid directly to the insured. This policy offsets deductibles, co-pays, lost income, travel expenses and everyday living expenses. Coverage is available to employee and family.**

**Disability 1000: Short term disability on and off the job coverage. Disability income protection insurance replaces a portion of the employee's income if unable to work due to a covered illness or injury. Coverage available for employee only.**

**Med Bridge 3000: This policy provides a lump-sum benefit for hospital confinement and outpatient surgery to help offset the gaps caused by co-pays and deductibles. There are two levels offered at Lucas County, Level 1 pays \$500.00, Level 2 pays \$1000.00 for a hospital confinement. Coverage is available to employee and family.**

**Term Life 1000: Available for 10, 20 and 30 year level term policies with guaranteed level premiums and may be renewed without evidence of insurability. Coverage is available to employee and family.**

**Universal Life: Offers flexible premiums and death benefits amounts. This policy builds cash value at current credited interest rates. Provides access to the policies cash value when needed.**

**Whole Life: Whole life insurance is a permanent type of life insurance that has a *paid up at 65* option where the insured is not responsible for premiums once they turn 65. Whole life insurance offers guaranteed level premiums.**

Participant fees beyond coverage costs.

1. Debit Card monthly fees
2. Monthly Participant fees
3. Describe and detail costs for any set-up fees.
4. Any other fees, applicable to participants for other services  
If there are any other fees, charges or costs employees must pay,  
They should be explained and quoted below.

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**AMENDED AND RESTATED**

**LUCAS COUNTY**

**FLEXIBLE BENEFITS PLAN**

**Effective March 1, 2008**

**AMENDMENT**  
**TO THE**  
**AMENDED AND RESTATED**  
**LUCAS COUNTY FLEXIBLE BENEFITS PLAN**

(Effective March 1, 2008)

WHEREAS the Lucas County Board of Commissioners ("Board") established the Lucas County Flexible Benefits Plan effective May 1, 1995 in order to provide its eligible employees a choice between cash and certain "qualified" benefits; and

WHEREAS the Board amended and restated the Lucas County Flexible Benefits Plan in its entirety effective March 1, 2008 to become the "Amended and Restated Lucas County Flexible Benefits Plan, Effective March 1, 2008" ("Plan"); and

WHEREAS due to changes in the law relating to Medical Reimbursement Accounts, it has become necessary to amend the Plan in order to conform to those changes.

NOW, THEREFORE, the Plan is amended as follows:

1. Section 3.01, "Salary Redirection to Fund Medical Reimbursement Account" shall be amended in its entirety to read as follows:

Notwithstanding any provision contained in this Plan to the contrary, no more than three thousand dollars (\$3,000.00) in Salary Redirection may be applied by a Participant to their Medical Reimbursement Account in or on account of any Coverage Period.

Effective March 1, 2012 no more than two thousand five hundred dollars (\$2,500.00) in Salary Redirection may be applied by a Participant to their Medical Reimbursement Account in or on account of any Coverage Period.

The minimum Salary Redirection a Participant may contribute to a Medical Reimbursement Account is ten dollars (\$10.00) per biweekly payroll during the Coverage Period.

2. **The effective date of this Amendment is March 1, 2012.**

AMENDED AND RESTATED  
LUCAS COUNTY  
FLEXIBLE BENEFITS PLAN

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AMENDED AND RESTATED

LUCAS COUNTY

FLEXIBLE BENEFITS PLAN

The Lucas County Board of Commissioners established the Lucas County Flexible Benefits Plan effective May 1, 1995 in order to provide eligible employees of Lucas County a choice between cash and certain "qualified" benefits.

Since the initial effective date the Plan has been amended from time to time and, in addition to incorporating those amendments into a new document, it is the desire of the Board to make other changes that will make the Plan's operation more efficient in order to benefit both Plan Participants and the taxpayers of Lucas County.

Therefore, the Lucas County Board of Commissioners hereby adopts the Amended and Restated Lucas County Flexible Benefits Plan, effective March 1, 2008. The Plan is intended to qualify as a "cafeteria plan" under Internal Revenue Code Section 125 and is to be interpreted in a manner consistent with the requirements of Internal Revenue Code Section 125.

**On October 16, 2007, the Board of Lucas County Commissioners adopted the Amended and Restated Lucas County Flexible Benefits Plan by Resolution Number 07-1318.**

## ARTICLE I

### DEFINITIONS

Whenever used in this Plan, the masculine gender shall include the feminine and the plural form shall include the singular.

- 1.01 Administrator means the Office of the Lucas County Auditor, or any individual or individuals appointed or designated by the Office of the Lucas County Auditor to carry out the administration of the Plan.
- 1.02 Adopting Employer means any of the entities listed in Appendix A that have been permitted to adopt this Plan by the Board and have taken action to adopt this Plan, as well as any other entities that may be permitted to adopt, and do adopt, this Plan in the future.
- 1.03 Benefit means each of the benefit options available to a Participant as described in Section 4.01.
- 1.04 Board means the Lucas County Board of Commissioners.
- 1.05 COBRA – the health care continuation requirements of the Consolidated Omnibus Budget Reconciliation Act of 1985 and/or the parallel requirements under the Public Health Service Act, as applicable.
- 1.06 Compensation means the total cash remuneration received by the Participant from the Employer during a Coverage Period prior to any reductions pursuant to a Salary Redirection Agreement authorized hereunder.
- 1.07 Coverage Period, with respect to any Plan Year, means that Plan Year; provided that, for any Employee who becomes a Participant after the start of a Plan Year, the initial Coverage Period for that Participant shall mean the period commencing on the effective date of such Participant's participation and extending through the remainder of the Plan Year.
- 1.08 Dependent means a tax dependent of an Employee who is the Employee's biological child, stepchild, legally adopted child or ward who is not married, not a full-time employee, and is under age nineteen (19) or, is a full-time student in an accredited educational institution, and under age twenty-five (25); or Employee's handicapped child who is age nineteen (19) or over, who is incapable of self-support because of a mental or physical handicap and was incapacitated before the age of nineteen (19).
- 1.09 Dependent Care Reimbursement Account or DCRA means the account established for a

Participant pursuant to this Plan to which part of his Salary Redirection may be added and from which Employment-Related Dependent Care Expenses of the Participant may be reimbursed.

- 1.10 Dependent Care Reimbursement Account Plan means the plan of benefits contained in this Plan document, which provides for the reimbursement of eligible expenses for the care of the Qualifying Dependents of Participants.
- 1.11 Effective Date means May 1, 1995 for the initial Lucas County Flexible Benefits Plan and March 1, 2008 for the Amended and Restated Lucas County Flexible Benefits Plan.
- 1.12 Election Period means the open enrollment period, as announced by the Employer, immediately preceding each Coverage Period (except for any Employee who first becomes eligible to be a Participant during a Coverage Period, in which case Section 4.03 shall apply).
- 1.13 Employee means each individual employed by the Employer who actually works an average of twenty (20) hours or more per calendar week over a four (4) consecutive calendar week period. Regardless of the number of hours worked, the term "Employee" shall not include "intermittent" employees (i.e. personnel who have no assigned work schedule and who "fill-in" or are "on-call" to temporarily substitute for other employees), personnel working in a "seasonal" capacity and interns.
- 1.14 Employer means the Board and/or any Adopting Employer who is permitted to adopt this Plan under an adoption agreement or such other manner approved by the Board, as the context may require.
- 1.15 Employment-Related Dependent Care Expenses means the amounts paid for expenses of a Participant for household services or for the care of a Qualifying Dependent, to the extent that such expenses are incurred to enable the Participant to be gainfully employed for any period for which there are one or more Qualifying Dependents with respect to such Participant; provided, however, that:
- (a) if such amounts are paid for expenses incurred outside the Participant's household, they shall constitute Employment-Related Dependent Care Expenses only if incurred for a Qualifying Dependent as defined in Plan Section 1.25(a), or for a Qualifying Dependent as defined in Plan Section 1.25(b) who regularly spends eight (8) hours per day in the Participant's household; and
  - (b) if the expense is incurred outside the Participant's home at a facility that provides care for a fee, payment or grant for more than six (6) individuals who do not regularly reside at the facility, the facility must comply with all applicable state and local laws and regulations, including licensing requirements, if any; and
  - (c) Employment-Related Dependent Care Expenses of a Participant shall not include amounts paid or incurred to a child of such Participant who is under the

age of nineteen (19) or to an individual who is a Dependent of such Participant or such Participant's Spouse.

- 1.16 Grace Period means the two and one-half (2 ½) month period following the end of a Plan Year during which the Participant may continue to seek reimbursement for Medical Care Expenses and/or Employment-Related Dependent Care Expenses incurred during the Grace Period from the balance remaining under the MRA and/or the DCRA at the end of the Plan Year immediately preceding the Grace Period. The reimbursement of expenses incurred during the Grace Period shall be made in accordance with IRS Notice 2005-42, 2005-53 IRB 1204 and any subsequent guidance issued by the Internal Revenue Service with respect to such reimbursements.
- 1.17 Insurance Contract means any contract issued by an Insurer underwriting a Benefit elected by a Participant under this Plan.
- 1.18 Insurer means any insurance company that underwrites an Insurance Contract.
- 1.19 Medical Care Expenses means any expense for health care of a Participant, his Spouse or Dependents within the meaning of "medical care" as defined in Code Section 213(d) and as allowed under Code Section 105 and the rulings and Treasury regulations thereunder, and not otherwise used by the Participant as a deduction in determining their tax liability under the Internal Revenue Code.
- 1.20 Medical Reimbursement Account or MRA means the account established for a Participant pursuant to this Plan to which part of his Salary Redirection may be added and from which all allowable Medical Care Expenses may be reimbursed.
- 1.21 Medical Reimbursement Account Plan means the plan of benefits contained in this Plan document, which provides for the reimbursement of eligible Medical Care Expenses incurred by a Participant, his Spouse or eligible Dependents.
- 1.22 Participant means any Employee who has met the Plan's participation requirements under Article II, herein, and who elects a Benefit.
- 1.23 Plan means the Amended and Restated Lucas County Flexible Benefits Plan effective March 1, 2008.
- 1.24 Plan Number. The Amended and Restated Lucas County Flexible Benefit Plan Number is 501.
- 1.25 Plan Year means the following:
- (a) From the initial Effective Date until April 30, 2006 the Plan Year is the twelve (12) consecutive month period commencing May 1 and ending the immediately following April 30.
  - (b) There was a "short" Plan Year for the period May 1, 2006 through February

28, 2007.

(c) Effective March 1, 2007, the Plan Year shall be the twelve (12) consecutive month period commencing March 1 and ending the immediately following February 28/29.

1.26 Qualifying Dependent means, for Dependent Care Spending Account Plan purposes:

(a) a Dependent of a Participant who is under the age of thirteen (13); or

(b) a Dependent or the Spouse of a Participant who is physically or mentally incapable of caring for himself.

In the case of divorced parents, a child Dependent is treated as a Qualifying Dependent of the custodial parent as provided under Internal Revenue Code Section 21(e)(5).

1.27 Salary Redirection means that portion of a Participant's Compensation directed by the Participant, in a manner acceptable to the Administrator, as MRA or DCRA contributions or to pay Insurance Contract premiums for elected Benefits.

1.28 Salary Redirection Agreement means an Agreement between the Participant and the Employer, in a form acceptable to the Administrator, under which the Participant agrees to reduce his Compensation or to forego increases in such Compensation and to have such amounts contributed by the Employer to the Plan on the Participant's behalf. The Agreement shall apply only to Compensation that has not been actually or constructively received by the Participant as of the date of the Agreement (after taking this Plan and Internal Revenue Code Section 125 into account) and, subsequently does not become available to the Participant.

1.29 Spouse means the legally married husband or wife of a Participant.

## ARTICLE II

### ELIGIBILITY AND PARTICIPATION

#### 2.01 Eligibility

All Employees employed on May 1, 1995 were eligible to immediately participate in the Lucas County Flexible Benefits Plan. After May 1, 1995, an Employee shall be eligible to participate in the Plan sixty (60) days after their date of hire.

#### 2.02 Enrollment/Participation

(a) An Employee who is eligible to participate in this Plan shall, during the applicable Election Period, complete an enrollment/election form (paper or electronic) which the Administrator, shall furnish to the Employee. The election(s) made shall be irrevocable until the end of the applicable Coverage Period unless the Participant is entitled to change his Benefit elections pursuant to Section 4.04 hereof.

(b) Notwithstanding the foregoing Section 2.02(a), effective April 1, 2004, and notwithstanding any other any other provision contained herein to the contrary, an Employee who has enrolled their Spouse for "primary" coverage under the Lucas County Health Benefit Plan or any HMO option offered by the Board shall automatically become a Participant under the Plan and shall be deemed to have made an election under the Plan to have deducted from their paycheck the required co-pay for such "primary" coverage. This deemed election shall continue in effect and shall automatically be adjusted for any increases and/or decreases in the amount of the co-pay until such time as the Participant is no longer eligible to participate in the Plan, the Spouse is no longer eligible for coverage under the Lucas County Health Benefit Plan (or any HMO option offered by the Board) or the Participant informs the Administrator, in writing during an Election Period or such other time when the Participant is permitted to make changes to Plan elections, that they are revoking the election.

#### 2.03 Change of Employment Status; Termination of Participation; Reinstatement

If a Participant ceases to be an Employee because of a change in employment status (including termination of employment), their participation in the Plan shall cease on the last day of the month of such status change. No further Salary Redirection may be made by the Participant, and, except as otherwise provided herein, all Benefit elections shall cease, subject to the Participant's limited right to continue coverage under any Insurance Contracts and/or COBRA. If later in the same Plan Year the former Participant again becomes an Employee they shall immediately become a Participant and the elections that were in place prior to their change in employment status shall be reinstated. A former Participant who becomes an Employee after the close of the Plan

Year in which they underwent a change in employment status shall become a Participant after satisfying the eligibility requirements of Section 2.01, hereof, and will be required to make new elections pursuant to Section 2.02.

When a Participant's participation in the Plan ceases due to a change in employment status (including termination of employment) that Participant's period of coverage for claim payment purposes shall continue to the end of the month in which the Participant's change in employment status occurred.

#### 2.04 Leave of Absence

An individual on approved, unpaid Family Medical Leave Act ("FMLA") leave may continue to participate in the Plan by making arrangements with the Administrator for the payment of any premiums due. An individual on approved, paid FMLA leave shall participate in the same manner as any employed Participant.

An individual on an unpaid leave of absence resulting from a work-related injury covered under Worker's Compensation laws, may continue to participate in the Plan by making arrangements with the Administrator for the payment of any premiums due for a maximum of six (6) months.

An individual on any other type of unpaid leave of absence may continue to participate in the Plan by making arrangements with the Administrator for the payment of any premiums due for a maximum of three (3) months.

### ARTICLE III

#### MEDICAL REIMBURSEMENT ACCOUNT AND DEPENDENT CARE REIMBURSEMENT ACCOUNT SALARY REDIRECTIONS

##### 3.01 Salary Redirection to Fund Medical Reimbursement Account

Notwithstanding any provision contained in this Plan to the contrary, no more than two thousand five hundred dollars (\$2,500) in Salary Redirection may be applied by a Participant to their Medical Reimbursement Account in or on account of any Coverage Period. The minimum Salary Redirection a Participant may contribute to a Medical Reimbursement Account is ten dollars (\$10.00) per biweekly payroll during the Coverage Period.

##### 3.02 Salary Redirection to Fund Dependent Care Reimbursement Account

Notwithstanding any provisions contained in this Plan to the contrary, a Participant's Salary Redirection applied to their Dependent Care Reimbursement Account in or on account of any Coverage Period shall not exceed:

- (a) five thousand dollars (\$5,000.00), provided the Participant is married and files their federal income tax form using "Married Filing Jointly" status; or
- (b) two thousand five hundred dollars (\$2,500.00) if the Participant files his federal income tax using a status other than "Married Filing Jointly".

The minimum Salary Redirection a Participant may contribute to a Dependent Care Reimbursement Account is ten dollars (\$10.00) per biweekly payroll during the Coverage Period.

##### 3.03 Spending Account Salary Redirections

As soon as reasonably practical after each payroll period the Employer shall credit MRA and DCRA Salary Redirections to the appropriate account.

ARTICLE IV  
ELECTION OF BENEFITS

4.01 Benefit Options

Annually, each Participant may elect Salary Redirection for any one or more of the following benefit options:

- (a) Medical Reimbursement Account;
- (b) Dependent Care Reimbursement Account;
- (c) Accident and Health Insurance;
- (d) Hospitalization insurance;
- (e) Major Medical insurance;
- (f) Dental insurance;
- (g) Cancer insurance;
- (h) Group-term life insurance;
- (i) Disability Income insurance;

provided, however, that any Benefit listed under this Section 4.01(c) through (i) elected by the Participant shall meet the definition of a “qualified benefit” under Internal Revenue Code Section 125(f) and the regulations thereunder, and further provided that no Benefit elected under this Plan shall result in the deferral of a Participant’s Compensation. The rights and conditions with respect to the benefits payable from any Insurance Contract purchased pursuant to a Participant’s Salary Redirection Agreement shall be incorporated herein by reference.

4.02 Annual Elections

During the Election Period preceding each Coverage Period, each Participant shall be given the opportunity to elect the Benefit options in which they wish to enroll and complete a Salary Redirection Agreement. Any such election shall be effective during the next Coverage Period.

4.03 Elections by New Employees

The provisions of Section 2.02(b) notwithstanding, an Employee who is first employed during a Coverage Period shall become a Participant in this Plan upon satisfying the eligibility requirements specified in Section 2.01. Such Employee may elect Benefits and complete a Salary Redirection Agreement for the remainder of such Coverage Period. For the purpose of Section 2.02, the new Employee's Election Period shall be the period beginning on the date they meet the Plan's eligibility requirements and ending sixty-five (65) days later. Any election pursuant to this Section 4.03 shall be effective on the first pay date on which the appropriate withholdings are made from the Participant's paycheck in accordance with their Salary Redirection Agreement and will continue through the balance of the Coverage Period and Grace Period (if applicable).

#### 4.04 Change of Election

Any Participant may change a Benefit election including Salary Redirection to a MRA and/or DCRA, after the Coverage Period to which such election relates has commenced and make new elections with respect to the remainder of such Coverage Period if the changes are necessitated by, and are consistent with, a "change in family status" (e.g. marriage, divorce, death of Spouse or Dependent, birth or adoption of child, loss of Dependent status, commencement or termination of employment of Spouse, or a significant change in the coverage or the cost of coverage of a Spouse or Dependent under a plan of the employer of the Spouse or Dependent).

Notwithstanding the conditions stated in the immediately foregoing paragraph, an election change on account of a "change in family status" shall be permitted only in accordance with the appropriate provisions of the Internal Revenue Code and the regulations thereunder and any other guidance the Internal Revenue Service may issue with respect to election changes on account of a "change in family status".

Any change in a Benefit will be effective immediately upon the "change in family status" provided the Administrator is notified within thirty-one (31) days of the "change in family status". Any change in Salary Redirection or Benefits elected as a result of the election change will be effective with the first pay period beginning on or after receipt by the Administrator of the confirmation statement indicating the changes and the nature of the "change in family status".

#### 4.05 Failure to Elect

Except as provided in Section 2.02(b) hereinabove, any Employee failing to complete an enrollment/election form pursuant to Section 4.02 or 4.03 by the end of the applicable Election Period shall be deemed to have elected not to participate in the Plan and shall be prohibited from electing any Benefit offered under the Plan until the next Election Period (i.e. the next open enrollment period) unless that Employee has undergone a "change in family status" as described in Section 4.04, hereof, in which case new Benefit elections may be made.

ARTICLE V

MEDICAL REIMBURSEMENT ACCOUNT PLAN

5.01 Medical Reimbursement Accounts

The Administrator shall establish a Medical Reimbursement Account for each Participant who elects Salary Redirection for Medical Reimbursement Account Plan benefits. A Participant's MRA shall not be credited with interest.

5.02 Increases in Medical Reimbursement Accounts

A Participant's MRA shall be increased each pay period by the Salary Redirection they have elected to apply toward their MRA pursuant to Article IV hereof.

5.03 Decreases in Medical Reimbursement Accounts

A Participant's MRA shall be reduced by the amount of any Medical Care Expenses reimbursed to, or paid on behalf of, a Participant pursuant to Article VII hereof.

5.04 Allowable Medical Care Reimbursements

Subject to the limitations contained in Section 3.02 of this Plan, and to the extent that a Participant has elected amounts to be applied to his MRA, a Participant who incurs Medical Care Expenses shall be entitled to receive from the Administrator payment of, or full reimbursement for, the entire amount of such expenses (provided that the Participant is not compensated, by insurance or otherwise, for such expenses) incurred during the Coverage Period and the Grace Period portion thereof during which they are a Participant.

The categories of allowable Medical Care Expenses are:

Medical and Prescriptions	Nursing Care
Medical-related transportation (except mileage and parking)	Hospital Bills
Doctors' and Dentists' bills	Dental Care
Psychiatric and psychological care	Vision Care (including elective eye surgery)

Included in the foregoing, but not by way of limitation, shall be medical and dental expenses, including hospital expenses, both room and board and special hospital services; surgical expenses; diagnostic x-rays; prenatal and maternity expenses; infant care in a hospital; services of physicians, surgeons, chiropractors and other health care specialists in or out of a hospital; services of registered nurses, in or out of a hospital; artificial limbs or other prosthetic appliances; diagnostic laboratory procedures; drugs and medicine;

insulin; oxygen; anesthesia; blood and plasma; x-ray and radium treatments; local professional ambulance services; psychiatric treatment; dental care; surgery and appliances; eye glasses, contact lenses; eye examination; hearing aids and examination therefore. Notwithstanding the foregoing, the categories of Medical Care Expenses include medicine and drugs purchased by the Participant with a physician's prescription, but not dietary supplements that are merely beneficial to the Participant, Spouse or Dependent's general health.

The MRA shall not reimburse for "cosmetic surgery" or other similar procedures, unless the surgery or procedure is necessary to ameliorate a deformity arising from, or directly related to, a congenital abnormality, a personal injury resulting from an accident or trauma, or disfiguring disease. For purposes of this paragraph, "Cosmetic surgery" means any procedure which is directed at improving an individual's appearance and does not meaningfully promote the proper function of the body or prevent or treat illness or disease.

Notwithstanding any other provision contained in this Article V, allowable Medical Care Expenses shall in any event be determined in accordance with the Internal Revenue Code. Internal Revenue Service Publication 502 may be utilized as guidance in determining Medical Care Expense eligibility.

5.05 Annual Statement of Benefits

At least once during each Plan Year, the Administrator shall furnish to each Participant maintaining an MRA a statement of all MRA reimbursements made to or on behalf of such Participant during the Plan Year.

5.06 Forfeitures

The amount in a Participant's MRA at the end of any Coverage Period and Grace Period (and after the processing of all claims for such Coverage Period and Grace Period pursuant to Article VII hereof) shall be forfeited and deposited into a Lucas County Agency Fund. Such surplus shall be used to defray any costs of claims of the Plan, or for such other purpose as the Board chooses so long as it does not result in discrimination in favor of highly compensated employees. In such event, the Participant shall have no further claim to such forfeited amount for any reason.

## ARTICLE VI

### DEPENDENT CARE REIMBURSEMENT ACCOUNT PLAN

#### 6.01 Dependent Care Reimbursement Accounts

The Administrator shall establish a DCRA for each Participant who elects Salary Redirection for Dependent Care Reimbursement Account Plan benefits. A Participant's DCRA shall not be credited with interest.

#### 6.02 Increase in Dependent Care Reimbursement Accounts

A Participant's DCRA shall be increased each pay period by the Salary Redirection they he have elected to apply toward their DCRA pursuant to Article IV hereof.

#### 6.03 Decrease in Dependent Care Reimbursement Accounts

A Participant's DCRA shall be reduced by the amount of any Employment-Related Dependent Care Expenses reimbursed to or paid on behalf of a Participant pursuant to Article VII hereof.

#### 6.04 Allowable Dependent Care Reimbursements

Subject to limitations contained in Section 3.03 of this Plan, and to the extent of the amount contained in the Participant's DCRA, a Participant who incurs Employment-Related Dependent Care Expenses shall be entitled to receive from the Administrator full reimbursement for the entire amount of such expenses incurred during the Coverage Period and Grace Period or portion thereof during which he is a Participant. Notwithstanding any other provision of this Article VI, allowable Employment-Related Dependent Care Expenses shall be determined in accordance with the Internal Revenue Code. Internal Revenue Service Publication 502 may be utilized as guidance for determining eligible Employment-Related Dependent Care Expenses.

#### 6.05 Annual Statement of Benefits

At least once during each Plan Year, the Administrator shall furnish to each Participant maintaining a DCRA a statement of all such benefits paid to or on behalf of such Participant during the Plan Year.

#### 6.06 Forfeitures

The amount in a Participant's Dependent Care Reimbursement Account at the end of any Coverage Period and Grace Period (and after the processing of all claims for such Coverage Period and Grace Period pursuant to Article VII hereof) shall be forfeited and

deposited into a Lucas County Agency Fund. Such surplus shall be used to defray any costs of claims of the Plan, or for such other purpose as the Board chooses so long as it does not result in discrimination in favor of highly compensated employees. In such event, the Participant shall have no further claim to such amount for any reason.

## ARTICLE VII

### BENEFIT PAYMENTS

#### 7.01 Medical Reimbursement Account Claims

Notwithstanding the balance in a Participant's MRA, all Medical Care Expenses incurred by a Participant shall be reimbursed, even if the submission of such a claim occurs after his participation hereunder ceases; provided, however, that the Medical Care Expenses were incurred during the applicable Coverage Period or Grace Period and further provided that claim for reimbursement is submitted on or before the last day of the Grace Period immediately following the end of the Coverage Period.

The Plan shall reimburse each eligible Participant for all allowable Medical Care Expenses, up to a maximum of the amount elected to be applied to the Participant's MRA, which have been incurred by the Participant and/or his Spouse or Dependent(s), in excess of any payments or other reimbursements under any health care plan which may be sponsored by the Employer, any governmental agency or any other plan covering a Participant and/or his Spouse and/or Dependent(s).

Claims for the reimbursement of Medical Care Expenses incurred in any Coverage Period or Grace Period shall be paid as soon after a claim has been filed as is administratively practicable; provided however, that if a Participant fails to submit a claim by the last day of the Grace Period immediately following the end of the Coverage Period, those Medical Care Expense claims shall not be considered for reimbursement.

Payment for Medical Care Expenses incurred by the Participant may be made:

- (a) directly to the Participant following the Participant's submission to the Administrator of the appropriate application for payment along with any required supporting documentation; or
- (b) directly to the service or product provider through a debit card linked to the MRA provided the Participant using a debit card can provide evidence satisfactory to the Administrator that the Medical Care Expense was eligible for reimbursement from the MRA.

An application for payment or reimbursement shall be made by the Participant to the Administrator in a form acceptable to the Administrator after incurring Medical Care Expense. The application shall include the name of the Participant, Spouse or Dependent on whose behalf the Medical Care Expense was incurred, the date incurred, a brief description of the Medical Care Expense and a statement that the Medical Care Expense has not been reimbursed and is not reimbursable by a health insurance plan or otherwise, and, if reimbursed from the Participant's MRA, will not be claimed as a tax deduction.

The Administrator shall retain a file of all such applications.

The Administrator may impose reasonable conditions for payments (whether by reimbursement or through the use of a debit card), provided that such conditions shall not discriminate in favor of highly compensated employees.

#### 7.02 Dependent Care Spending Account Plan Claims

The Administrator shall pay all Dependent Care Spending Account claims to the Participant upon the presentation to the Administrator of documentation of such expenses in a form satisfactory to the Administrator. Claims shall be paid electronically through a debit card or by reimbursement of the expense to the Participant as soon after a claim has been filed and as is administratively practicable. The Participant must have elected the DCRA as a Benefit and must have a valid Salary Redirection Agreement in place for a claim to be paid. In its discretion in administering the Plan, the Administrator may utilize forms and require documentation of costs as may be necessary to verify the claims submitted. Each Participant who desires to receive reimbursement under the Plan for Employment-Related Dependent Care Expenses incurred by the Participant shall submit to the Administrator a form acceptable to the Administrator containing the following information:

- (a) the Qualifying Dependent(s) for whom the services are performed, and their age(s);
- (b) the name and taxpayer identification number of the service provider;
- (c) the date(s) of service(s); and
- (d) the amount of the reimbursement being requested.

#### 7.03 No Reimbursement or Payment Unless Expense Is Incurred First

Regardless of whether reimbursement is requested in writing by a Participant from their MRA and/or DCRA or payment is “requested” through the Participant’s use of a debit card, in no event shall any reimbursement or payment be made from the Participant’s MRA and/or DCRA unless and until the relevant expense is incurred.

#### 7.04 Claims Procedure

Except as provided in Sections 7.01 and 7.02, any claim for Benefits shall be made to the Administrator, unless such Benefit(s) is (are) otherwise provided by Insurance Contract(s). If the Insurer denies any claim, the Participant or beneficiary shall follow the Insurer’s claims review procedure.

If the Administrator denies a claim in whole or in part, the Participant has the right to appeal the denial by written request within thirty (30) days following the denial to the

Administrator for reconsideration. If after reconsideration the claim is not paid in full, the Participant may, within thirty (30) days of receiving notice of the reconsideration decision, appeal the claim denial, in writing, to the Assistant Director of the Office of Management and Budget whose resolution of the claim shall be final.

Any balance remaining in a Participant's MSA and/or DCRA as of the end of each Coverage Period and Grace Period shall be forfeited and deposited in the Lucas County Agency Fund pursuant to Section 5.06 or Section 6.06, whichever is applicable, unless

- (a) the Participant had made a claim for such Coverage Period and Grace Period which has been denied in which event the amount of the claim shall be held in that Participant's account until the claim appeal procedures set forth hereinabove have been satisfied or the claim is paid; or
- (b) the claim is otherwise pending.

If any such claim is denied on appeal, the amount held beyond the end of the Coverage Period and Grace Period shall be forfeited and deposited in the Lucas County Agency Fund.

## ARTICLE VIII

### ADMINISTRATION

#### 8.01 Plan Administration

The operation of the Plan shall be under the supervision of the Administrator. It shall be a principal duty of the Administrator to see that the Plan is carried out in accordance with its terms for the exclusive benefit of Employees entitled to participate in the Plan. The Administrator shall have full power to administer the Plan in all of its details; subject, however, to the pertinent provisions of the Internal Revenue Code. The Administrator's powers shall include, but shall not be limited to, the following authority, in addition to all other powers provided by this Plan:

- (a) to make and enforce rules and regulations as the Administrator deems necessary or proper for the efficient administration of the Plan;
- (b) to interpret the Plan, the Administrator's interpretations thereof in good faith to be final and conclusive on all persons claiming benefits under the Plan;
- (c) to decide all questions concerning the Plan and the eligibility of any person to participate in the Plan and to receive benefits provided under the Plan;
- (d) to approve reimbursement requests and to authorize the payment of benefits;  
and
- (e) to appoint such agents, counsel, accountants, consultants, actuaries and service providers as may be required to assist in administering the Plan and designate responsibility for carrying out certain provisions of this Plan to such agents, counsel, accountants, actuaries and service providers as is deemed necessary by the Administrator.

#### 8.02 Examination of Records

The Administrator will make available to each Participant such records that pertain to the Participant, for examination at reasonable times during normal business hours.

## ARTICLE IX

### AMENDMENT OR TERMINATION OF PLANS

#### 9.01 Amendment

The Board, at any time or from time to time, may amend any or all of the provisions of the Plan without the consent of any Employer, Employee or Participant. No amendment shall have the effect of reducing any Benefit election of any Participant in effect at the time of such amendment, unless such amendment is made to comply with federal law, statute or regulation.

#### 9.02 Termination

The Board reserves the right to terminate the Plan, in whole or in part, at any time. In the event the Plan is terminated, no further Salary Redirection shall be made. Benefits under any Insurance Contracts shall be paid in accordance with the terms of the relevant Insurance Contract. No further additions shall be made to any Participant's MRA and/or DCRA, but all reimbursements and/or payments from the Participant's MRA and/or DCRA shall continue to be made according to the elections in effect until the end of the Coverage Period and Grace Period in which the Plan's termination occurs. Any amounts remaining in any Participant's MRA and/or DCRA as of the end of the Coverage Period and Grace Period in which Plan termination occurs shall be forfeited and deposited in the Lucas County Agency Fund.

## ARTICLE X

### MISCELLANEOUS

#### 10.01 Plan Interpretation

This document sets forth the provisions of the Amended and Restated Lucas County Flexible Benefits Plan. This Plan shall be read in its entirety and not severed except as provided in Section 10.07. If any inconsistency between this Plan document and the component plans should arise, the component plan documentation will control.

#### 10.02 Non-Alienation of Benefits

No benefit, right or interest of any person hereunder shall be subject to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance or charge, seizure, attachment or legal, equitable or other process or be liable for, or subject to, the debt, liabilities or other obligations of such person, except as otherwise required by law.

#### 10.03 Limitation of Employee Rights

Nothing appearing in or done pursuant to the Plan shall be held or construed:

- (a) to give any person any legal or equitable right against the Employer or the Administrator, except as expressly provided herein or provided by law; or
- (b) to create a contract of employment with any Employee, to obligate the Employer to continue the service of any Employee or to affect or modify the terms of their employment in any way.

#### 10.04 Funding

Unless an Insurance Contract is acquired to underwrite one of the Benefits, Salary Redirections shall not be dedicated to a specific Benefit, but shall be considered general assets of the Employer. Nothing herein shall be construed to require the Employer or the Administrator to maintain any fund or segregate any amount for the benefit of any Participant, and no Participant or other person shall have any claim against, right to, or security or other interest in, any fund, account or asset of the Employer from which any payment under the Plan may be made.

#### 10.05 Other Salary Related Plans

It is intended that any other salary-related employee benefit plans that are maintained or sponsored by the Employer shall not be affected by this Plan. Any contributions or benefits under such other plans with respect to a Participant shall, to the extent permitted

by law and subject to the limitations of such other plans, be based on his or her total compensation from the Employer, including any amounts by which his or her salary or wages may be reduced pursuant to the provisions of Article III.

#### 10.06 Governing Law

This Plan is governed by the Internal Revenue Code and the regulations issued thereunder (as amended). In no event does the Employer guarantee the favorable tax treatment sought by this Plan. To the extent not preempted by federal law, the provisions of this Plan shall be construed, enforced and administered according to the laws of the State of Ohio.

#### 10.07 Severability

If any provision of the Plan is ruled invalid or unenforceable, its invalidity or unenforceability shall not affect any other provisions of the Plan, and the Plan shall be construed and enforced as if such provision had not been included herein.

#### 10.08 Captions

The captions contained herein are inserted only as a matter of convenience and for reference, and in no way define, limit, enlarge or describe the scope or intent of the Plan, nor in any way shall affect the Plan or the construction of any provisions thereof.

## **APPENDIX A**

### Adopting Employers of the Amended and Restated Lucas County Flexible Benefit Plan

Lucas County Auditor  
Lucas County Board of Elections  
Lucas County Children Services Board  
Lucas County Clerk of Courts  
Lucas County Common Pleas Court  
Lucas County Coroner  
Lucas County Domestic Relations Court  
Lucas County Engineer  
Lucas County Health Department  
Lucas County Juvenile Court  
Lucas County Law Library  
Lucas County Information Services  
Lucas County Board of Mental Retardation and Developmental Disabilities  
Lucas County Mental Health and Recovery Services Board  
Lucas County Probate Court  
Lucas County Prosecutor  
Lucas County Recorder  
Lucas County Sheriff  
Lucas County Soil and Conservation  
Lucas County Treasurer  
Lucas County Veterans' Service  
Maumee Municipal Court  
Olander Park  
Oregon Municipal Court  
Sylvania Municipal Court  
Toledo Municipal Court

## **Evaluation criteria for Invitation to Bid (ITB)**

The following items will be considered as a part of the overall review criteria for this ITB.

### **Company History/Experience/Location (10 points)**

1. Provide a brief history of the Vendor's organization, the corporate structure, an organizational chart and financial statements.
2. State briefly your expertise and qualifications to perform the proposed services.
3. Provide a listing of the participants you serve as institutional clients separating them into governmental clients and non-governmental clients.
4. How many participants are enrolled in your largest current plan. We are specifically interested in your ability to serve a client base the size of this one.
5. Provide the resumes' of those persons that will be directly managing this contract and the number of your current contract sales staff that will be dedicated to servicing this contract.

### **Vendor References (10 points)**

1. You must provide at least five references the review committee can contact.

### **Enrollment/Education (15 Points)**

1. Describe how you manage mass education and enrollment presentations.
2. Describe how you manage one-on-one sales presentations.
3. Describe your on-line or web-based educational tools and communications.
4. Provide samples of any enrollment or educational materials.

### **Compliance (10 Points)**

1. Are you compliant with HIPAA Privacy Requirements, IRS Code, FMLA, Cobra-related equivalent sections of the Health Services Act.

### **Funding/Payments (15 Points)**

1. Describe your requirements for funding the account in order to pay participants.
2. Describe any special banking requirements you have.
3. Describe in detail, all file transmittals, file access and ACH payment of premiums.

### **Claim reimbursements (15 Points)**

1. List any and all fees that participants may have to pay, if any, not detailed on the Pricing sheet not previously disclosed.
2. How long are the quoted participant fees guaranteed? For the term of the contract or are they changed annually?

### **Customer Service (10 Points)**

1. Describe your on-line access operations for the participants, describe your call center standards and procedures, the training given to your customer service representatives, and the claims appeals process.
2. Is your service through an 800 number?
3. Where, geographically, is your Service Center located?
4. What are your service hours? State in the EST time zone.
5. Are participants given a tracking number in order to expedite their calls?
6. Do you offer non-English speaking and/or hearing impaired services?

**Coordination of Plans (15 Points)**

- 1. Has the bidder adequately explained, and provided written assurances, how all current employee coverage and benefits will be maintained in similarly available products at similar costs with no loss of a benefit or the enactment of any pre-existing condition requirements that might prevent a current participant from being eligible for a new, similar benefit?**

**Summary Point totals**

		Evaluation Points
Company History/Experience/Location	10 Points possible	_____
Vendor References	10 Points possible	_____
Enrollment/Education	15 Points possible	_____
Compliance	10 Points possible	_____
Funding/Payment processes	15 Points possible	_____
Claim reimbursements	15 Points possible	_____
Customer Service	10 Points possible	_____
Coordination of current plans	15 points possible	_____
Total	100 Points	_____

**SECTION C -EXCEPTION AND ADDITIONAL RESPONSE AREA**



**ADDITIONAL RESPONSE AREA**

## IMPORTANT NOTE

Due to heightened security at One Government Center, if your bid is to be delivered to the bid-opening site by other than US Mail, UPS or Federal Express, **you must complete, print and attach this label to the front of the container holding your document. Note: Upon entering One Government Center, you will be required to show a photo ID.**

Formal bid to: Lucas County Support Services  
One Government Center, Suite 480  
Toledo OH 43604-2247

Item for bid \_\_\_\_\_

Invitation to Bid No. or Request for Proposal No. \_\_\_\_\_

Date of Bid Opening \_\_\_\_\_

Bid Opening Time \_\_\_\_\_

Vendor Name \_\_\_\_\_