



Community
MENTAL HEALTH
CLINTON • EATON • INGHAM

REQUEST FOR PROPOSAL

HEALTHCARE AND BENEFITS CONSULTING SERVICES

COMMUNITY MENTAL HEALTH AUTHORITY OF CLINTON EATON AND INGHAM COUNTIES

812 E Jolly Rd., Lansing, MI 48910

517-346-8258

www.ceicmh.org

REQUEST FOR PROPOSAL HEALTHCARE AND BENEFITS CONSULTING SERVICES

I. Invitation

Community Mental Health Authority of Clinton Eaton and Ingham Counties (CMHA-CEI) is seeking the services of a qualified consulting firm to provide a full range of services related to the design, implementation, analysis, maintenance, improvement and communication of a moderately complex employee welfare benefit plan, including but not limited to health, vision, and other voluntary benefits.

Interested and qualified consultants that can demonstrate their ability to provide the necessary work are invited to submit proposals.

CMHA-CEI reserves the right to reject any or all proposals and/or waive any defects or irregularities in proposals. Award of a contract, if made, will be made to the contractor whose proposal is in the best interest of CMHA-CEI in its sole discretion. CMHA-CEI reserves the right to negotiate changes to proposals, specifications, required elements, or other matters pertaining to the proposal that may be deemed desirable to CMHA-CEI.

The proposal submitted to CMHA-CEI must be binding for 150 days from the date in which the proposal was submitted. Your organization must submit one original copy signed in ink by a company representative authorized to bind your organization to the provisions of the bid. Proposals must be complete, incomplete proposals will not be considered. Proposals must be submitted on or before **2:00 PM EST on March 20, 2020**, to Community Mental Health Authority of Clinton, Eaton, and Ingham Counties, Attn: Brittany Pazdan, 812 E. Jolly Rd. Lansing, MI 48910 All submittals must be sealed and identified on the outside of the mailing envelope with "Healthcare and Benefits Consulting Services Request for Proposal".

Responses to Respondent's Questions

Questions or comments regarding this RFP must be put in writing and received by CMHA-CEI no later than 4:00 p.m. EST on **March 6, 2020**. Written questions are to be e-mailed to [finance - contracts@ceicmh.org](mailto:finance-contracts@ceicmh.org) with the subject line, "RFP – Healthcare and Benefits Consulting Services"

CMHA-CEI shall not be obligated to answer any questions received after the above-specified deadline or any questions submitted in a manner other than as instructed above. Responses to written questions will be dispersed to interested parties as well as posted on our website by **March 11, 2020**.

Any respondent to this RFP will not directly administer benefits that are presented to CMHA-CEI. Respondents will not be considered for the RFP if they currently administer benefits for CMHA-CEI and will not be selected to form a partnership to administer any benefits acting as both a respondent, broker, or third party administrator.

All proposers shall complete the Proposal and Award page(s) and submit all information requested herein in the proposal document in its entirety, IN ORDER FOR THE PROPOSAL TO BE CONSIDERED. FAILURE TO DO SO MAY RESULT IN THE PROPOSAL BEING DECLARED NON-RESPONSIVE AND REJECTED.

Schedule of Activities

Advertisement of the RFP	02/28/2020
RFQ questions /clarifications	03/06/2020
Response to questions	03/11/2020
Information submission deadline	03/20/2020
Bid Opening	03/23/2020
Interviews (at the discretion of CMHA- CEI) completed	03/27/2020
References checked	04/03/2020
RFP Determination and Notification to bidders	04/10/2020

I. **Background of CMHA-CEI**

CMHA-CEI is a quasi-governmental entity established for the provision behavioral healthcare in Clinton, Eaton and Ingham Counties. CMHA-CEI is seeking the services of a qualified consulting firm to provide a full range of services related to the design, implementation, analysis, maintenance, improvement and communication of a moderately complex employee welfare benefit plan, including but not limited to health, vision, and other voluntary benefits.

CMHA-CEI employs approximately 800 benefit-eligible employees and operates on an October 1st to September 30th fiscal year. The health insurance plan year runs January 1 to December 31 annually. The current healthcare plan structure includes a fully insured high deductible health plan offering as well as a point of service plan with an HRA and self-funded pharmacy with stop loss coverage. The current health plan network provider is Physicians Health Plan. CMHA-CEI also offers the following welfare benefit plans to employees:

1. Dental
2. Vision
3. Life and AD&D
4. Disability
5. EAP
6. Flex
7. HRA
8. Wellness

Both union and non-union employees participate in the CMH-CEI's benefits programs. There

are five collective bargaining units.

II. SCOPE OF SERVICES

CMHA-CEI is seeking a consultant to perform a full range of services related to the advice, design, implementation, maintenance, communication and improvement of CMHA-CEI's employee welfare benefit plans. Specific responsibilities include, but are not limited to:

1. Marketplace Overview
2. Plan Benchmarking
3. Cost and Utilization Review
4. Strategy Development
5. Plan Management
6. Utilization Reporting
7. Data Analytics to Understand drivers of plan costs (primarily medical/rx)
8. Financial Reporting
9. Predictive modeling
10. Claims Review
11. Ad Hoc Reporting
12. Vendor Management
13. Contract Review
14. Compliance
15. Communication Support
16. Assist with the Collective Bargaining Process
17. Emerging Legislative Notification, Interpretation and Guidance
18. Annual Enrollment Support
19. Assist with developing employee engagement strategies around wellness, and
20. Comfort participating in quasi-judicial forums such as arbitration hearings.

The successful bidder will be working primarily with CMH-CEI's Finance Department; however, tasks may include meeting with members of the Healthcare Committee, Union, Agency Board of Directors, and others as the benefit topics may require.

III. Key Considerations:

The RFP responses will be evaluated based upon the following:

1. Perceived ability of the consultant to provide healthcare and benefit consulting services, perform comprehensive analysis of our current programs, and to recommend and facilitate future changes.
2. Knowledge of the quality and efficiency of the major healthcare providers in the Clinton, Eaton and Ingham Counties area.

3. Ability to assist CMHA-CEI and experience in the areas listed under the Scope of Services section of this request.
4. Consultant's knowledge and technical expertise related to administering a moderately complex employee welfare benefit plan.
5. Consultant and support staff's availability and accessibility of the team that will be servicing CMHA-CEI's account.
6. Consultants' conceptual approach and ideas related to service and philosophy behind how the account will be managed.
7. Consultant's ability to provide proactive support to CMHA-CEI's payroll and benefits function as it related to benefit administration including dissemination of general and legal updates as well as time sensitive health plan information and professional guidance.
8. Ability to maintain compliance with Federal and State laws and regulations related to employee benefits.
9. Ability to respond to the RFP including providing the information in the format as indicated below.
10. Economy of Preparation: The RFP document should be prepared simply and economically, providing a concise description of the respondent's ability to meet the requirements of this request. Please limit your responses to twenty-five pages or less, front and back. Provide one (1) original copy and 1 copy of your response, unbounded.

IV. Consultant Qualification Questions

To assist in the evaluation of potential consultants, please provide the following information. Responses need not be enumerated point by point and may be addressed in a combined response format:

BUSINESS ORGANIZATION

1. Provide a cover letter identifying your company including name, street and email addresses, and telephone and fax numbers. This letter must be signed by a person authorized to further discuss the details of your submission.
2. Provide a brief company history that includes the number of years your firm has been providing the requested services. Only companies with at least ten years of experience will be given serious consideration.
3. Indicate whether you operate as an individual, partnership or corporation; if a

corporation, indicate the state in which you are incorporated.

4. State whether you are licensed to operate in the State of Michigan.

YOUR PRACTICE

1. Describe your approach to supporting and advising on, our benefit programs throughout the plan year.
2. Describe your approach to negotiating benefit plans and services on behalf of clients of similar size to CMHA-CEI.
3. What size clients does your firm generally support?
4. What is your client to account manager/executive ratio?
5. In the last two years, how many clients have left your firm?
6. Why do clients typically leave your firm?
7. List five current clients for whom you provide services related to benefit plan analysis and design and guidance on insurance renewals. Specify the type of work that you do for each of the listed clients.
8. Provide one reference from a current client listed above, please include the name of the company, the contact's name, telephone number and email address where such person may be reached.
9. Provide one reference from a client that has left your firm in the last two years. Please include the name of the company, the contact's name, telephone number and email address where such person may be reached.

YOUR EXPERTISE

1. Describe what makes your firm uniquely qualified to advise and support CMHA-CEI's health and other welfare benefit plans.
2. Describe your firm's approach, background and philosophy as it pertains to the integration of benefits into a company's total reward system.
3. Describe the two major challenges employers our size face and how will you help meet these challenges?
4. State in precise terms your understanding of the problem(s) presented by this RFP.

METHOD OF APPROACH

Describe in narrative form the role that data plays in accomplishing the work set forth in the Scope of Services.

Describe any predictive analytic tools that you offer to client to manage potential high cost claimants.

Describe whether you use proprietary data analytic tools or if you utilize a data analytic solution acquired primarily from a third party vendor.

Explain the choice of methodology that your firm employs in deploying that data, particularly its strengths and weaknesses.

PROJECT STAFF DESCRIPTION

Provide the location of the office that would service this account.

Identify the executives and professional personnel by skill and qualification that will be employed in the work described in the scope of work.

Identify where these personnel will be physically located during the time they are engaged in the work.

AUTHORIZED NEGOTIATIONS

Include the names and phone numbers of personnel of your organization authorized to negotiate the proposed contract with CMHA-CEI.

ADDITIONAL INFORMATION

Provide a confirmation statement as to whether you serve as an independent respondent/broker. Affiliation with any insurance company, third party administrator or respondent network must be disclosed.

The respondent may also include any information and/or comments believed to be pertinent but not specifically requested elsewhere in the document.

COST AND PRICE ANALYSIS

The information requested in this section is required to support the reasonableness of your quotation. The data will be held in confidence and will not be revealed to or discussed with the competitors. This portion of the proposal must be submitted in a sealed and separate envelope inside your submittal and clearly marked " Healthcare and Benefits Consulting Services Cost Proposal" and submitted with your RFP. The Cost Proposal Portion must include a task-by-task summary of costs and staff-hour distribution for completing the tasks set forth in the scope of

services. In addition, a task-by-task breakdown of costs in a format as described below:

1. Personnel Costs: Itemize so as to show the following for each category of personnel with a different rate per hour:
 - a. Category, i.e., project manager, senior analyst, etc
 - b. Rate per hour
2. General and Administrative Burden or Overhead: Indicate percentage and total.
3. Costs of Supplies and Materials: Itemize.
4. Other Direct Costs: Itemize.
5. Transportation Costs: Show travel costs and per diem separately.
6. Independent Price Determination: Include a statement substantially as follows:
"This cost and price analysis is submitted in full compliance with the provisions of the paragraph titled 'Independent Price Determination' in the General Information and Instructions section of the RFP to which this proposal is a response."

Please complete Section I and Section II

Section I

PROPOSAL AND AWARD

Initial: _____

The undersigned, having become thoroughly familiar with and understanding the entire proposal documents attached hereto, agrees to provide the services as specified herein, for the total fees as stipulated herein, subject to negotiation.

I hereby state that all of the information I have provided is true, accurate and complete. I hereby state that I have authority to submit this proposal which will become a binding contract if accepted by CMHA-CEI. I hereby state that I have not communicated with, nor accepted anything of value from an official or employee of CMHA-CEI that would tend to destroy or hinder free competition.

I hereby state that I have read, understand and agree to be bound by all the terms of this proposal document.

Please initial next to Proposal and Award, sign Section II and submit with your response to this solicitation.

Section II

SIGNATURE

SIGNED: _____ NAME: _____

TITLE: _____ DATE: _____

FIRM NAME: _____

ADDRESS: _____

PHONE: (____) _____ FAX: (____) _____

General Information and Instructions.

- a) All proposals must be submitted following the RFP format as stated in this document using figures attached (when provided) and shall be subject to all requirements of this Document including the GENERAL INFORMATION AND INSTRUCTION sections. All proposals must be regular in every respect and no interlineations, excisions, or special conditions shall be made or included in the RFP format by the Respondent.
- b) CMHA-CEI may consider as irregular any proposal on which there is an alteration of or departure from this RFP Format, as provided in the RFP Documents, and at its option may reject the same.
- c) If a Contract is awarded it will be awarded by CMHA-CEI to the vendor(s) whose proposal is in the best interest of CMHA-CEI in its sole discretion.
- d) Each Respondent shall include in its proposal, in the format requested thereof, the cost of performing the work. The prices set forth in the proposal by the Respondent shall remain effective 90 days from the time of the proposal opening.

COSTS ASSOCIATED WITH PROPOSAL

All costs associated in the preparation of the proposal and its contents will be borne by the respondent. CMHA-CEI is not responsible for any costs or fees associated with its preparation or delivery. The contents of the proposal will become the property of CMHA-CEI upon submission. The contents of the proposal of the successful respondent will become contractual obligations, if a contract ensues. Failure of the successful vendor to accept these obligations may result in cancellation of the award.

CORRECTIONS

Erasures or other changes in the RFP form must be explained or noted over the signature of the Respondent.

COLLUSIVE AGREEMENTS

- a) Each Respondent submitting a proposal to CMHA-CEI for any portion of the work contemplated by the documents on which a Response is based shall execute the Proposal and Award Affidavit, which by executing such will certify to CMHA-CEI that such respondent has not colluded with any other person, firm, or corporation in regard to any proposal submitted.
- b) Before executing any subcontract, the successful Respondent shall submit the name of any proposed subcontractor for prior approval.

ORGANIZATION AND FINANCIAL STATEMENT

Each Respondent shall, upon request of CMHA-CEI, submit an ORGANIZATION AND FINANCIAL STATEMENT. CMHA-CEI shall have the right to take such steps as it deems necessary to determine the ability of the Respondent to perform its obligations under the Contract, and the Respondent shall furnish CMHA-CEI all such reasonable information and data for this purpose as it may request. The right is reserved to reject any proposal where an investigation of available evidence or information does not satisfy CMHA-CEI that the Respondent is qualified to carry out properly the terms of the Contract, or where the Respondent refuses or fails to furnish CMHA-CEI with any evidence or information requested by CMHA-CEI.

SIGNATURES

The Proposal and Award page and any proposal notifications, claims or statements must be signed in ink by an official of the proposing organization authorized to bind the proposer to the provisions of the RFP.

TIME FOR RECEIVING PROPOSALS

Proposals received prior to the advertised hour of opening will be securely kept unopened. The officer whose duty it is to open them will decide when the specified time has arrived, and proposals received thereafter will not be considered. Late RFPs will not be considered. **CMHA-CEI is not responsible for delivery delays and the date-stamp clock**

ORAL PRESENTATIONS/INTERVIEW

Upon request by CMHA-CEI, some bidders will be selected to make an oral presentation or interview with the evaluation committee. The decision to interview will be made by the evaluation committee at its sole discretion.

PROPOSAL RETENTION

CMHA-CEI will retain all proposals submitted for five years from the Creation of Record, according to the Record of Retention – Agency Wide Procedure 1.1.21.

ACCEPTANCE OF PROPOSAL CONTENT

The contents of the proposal of the selected bidder may become contractual obligations. Failure to accept these obligations may result in cancellation of the selection.

TYPE OF CONTRACT

It is expected that a contract entered into as a result of this RFP will be a 1 Year agreement for the provision of Healthcare and Benefits Consulting Services with CMHA-CEI option to cancel or extend contract on a year to year basis.

NON-DISCRIMINATION

CMHA-CEI contractors shall not discriminate against a vendor with respect to hire, tenure, terms, conditions or privileges or employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, or marital status, or disability that is unrelated to the vendor's ability to perform the duties of a particular job or position. The vendor shall observe and comply with all applicable federal, state, and local laws, ordinances, rules, and regulations which shall be deemed to include, but not limited to, the Elliot-Larsen Civil Rights Act and the Persons with Disabilities Civil Rights Act.

FREEDOM OF INFORMATION ACT

Information submitted in response to this solicitation is subject to the Michigan Freedom of Information Act and may not be held in confidence after the proposal is received.

WITHDRAWAL OF PROPOSALS

Proposals may be withdrawn upon written request dispatched by the Respondent in time for delivery in the normal course of business prior to the time fixed for opening.

A proposal, including all pricing, may not be withdrawn, modified or canceled by the vendor for a period of 90 days following the proposal deadline and vendor so agrees upon submittal of the proposal. Once selected, the vendor agrees to extend submitted prices, if needed, during the contract negotiation period.

DEFAULT TO CMHA-CEI

It is understood that any Respondent who is in default to CMHA-CEI at the time of opening the proposal shall have the proposal declared null and void.

Grading Criteria

It is understood that all submissions will be graded on a standard set of criteria, applicable to all applicants.

AWARD OF CONTRACTS / REJECTION OF PROPOSALS

- a) Award of Contract, if made, will be to the vendor(s) whose proposal is in the best interest of CMHA-CEI in its sole discretion.
- b) CMHA-CEI reserves the right to reject any or all proposals and/or waive any defects or irregularities in proposals. The Authority also reserves the right to negotiate changes to the proposals, specifications, or other matters pertaining to the proposals that are deemed desirable by CMHA-CEI reserves the right to consider as unqualified to perform the Contract any Respondent who does not habitually perform with its own forces seventy-five (75%) of the work involved.
- d) The Contract shall not be considered executed unless approved by CMHA-CEI's Board of Directors and signed by CMHA-CEI's Chief Executive Officer after approval as to form by CMHA-CEI legal counsel and certification as to the availability of funds by CMHA-CEI Chief Financial Officer. Signatures on behalf of CMHA-CEI other than those cited above shall not constitute contract execution by CMHA-CEI and the contract shall be null and void.

EQUAL EMPLOYMENT OPPORTUNITY

CMHA-CEI is an Equal Employment Opportunity Employer and a Drug Free Workplace.

CMHA-CEI PROCEDURE

CMHA-CEI's procedure related to Procurement through Request for Proposal (RFP) is available on CMHA-CEI's website. This is Finance Procedure 4.3.2. Procurement through Request for Proposal (RFP). The Respondent understands that it is its sole responsibility to understand and fully comply with all applicable CMHA-CEI Procedures.

TYPE OF CONTRACT

It is proposed that a contract entered into as a result of this RFP will have a fee structure with a specified maximum, not to be exceeded, cost. Negotiations may be undertaken with those Respondents whose proposals as to price and other factors show them to be qualified, responsible and capable of performing the work; and in accord with CMHA-CEI's Procurement through Request for Proposal (RFP) Procedure and all other Procurement policies and procedures. The contract that may be entered into will be that one which is most advantageous to CMHA-CEI, price and other factors considered. CMHA-CEI reserves the right to consider proposals or modifications thereof received at any time before the award is made, if such action is deemed to be in the best interest of CMHA-CEI.

NEWS RELEASES

News releases pertaining to this request, or the work to which it relates, will not be made without prior written approval of CMHA-CEI.

CONTRACT EXTENSIONS

This contract will be for a period of one year with two possible one year renewals. Contract extensions are subject to mutual agreement between the contractor and CMHA-CEI 30 days prior to contract expiration of each year.

INCURRING COST

CMHA-CEI shall not be liable for any costs, including any travel, by the proposer prior to award of contract. CMHA-CEI does not intend to pay for any information obtained, though such may be utilized in determining the award. Total liability of CMHA-CEI is limited to the terms and conditions of this request and any resulting contract.

NO THIRD-PARTY RIGHTS

It is agreed and understood that the contract is made solely for the benefit of CMHA-CEI and the Respondent of Services; that it is not made for the benefit of any third party; and that no action or defense may be founded upon this contract except by the parties signatory hereto.

DISCLOSURE OF PROPOSAL CONTENTS

If a proposal contains any information that the Respondent does not want disclosed to the public or used by CMHA-CEI for any purpose other than proposal evaluation, each sheet of such information must be marked with the following legend:

"This information shall not be disclosed outside CMHA-CEI or be duplicated, used or disclosed in whole or in part for any purpose other than to evaluate the proposal; provided, that if a contract is awarded to the respondent, or as a result of, or in connection with the submission of such information, CMHA-CEI shall have the right to duplicate, use or disclose this information to the extent provided in the contract. This restriction does not limit CMHA-CEI's right to use information contained herein if obtained from another source."

ORAL PRESENTATION

Respondents who submit a proposal may be required to make an oral presentation of their proposal to CMHA-CEI. These presentations will provide an opportunity for the respondent to clarify its proposal to ensure mutual understanding of its contents. CMHA-CEI will schedule any such presentations.

ACCEPTANCE OF PROPOSAL CONTENT

The contents of the proposal of the successful offer will become contractual obligations, if a contract is issued. Failure of the successful respondent to accept these obligations will result in cancellation of the award.

PROJECT CONTROL

- A. The respondent will perform the work under the direction and control of a Project Director designated by CMHA-CEI.
- B. The Project Director will meet on an agreed upon basis with the respondent's Project Manager for the purpose of reviewing progress and providing necessary guidance to the respondent in solving problems which may arise.
- C. The respondent will submit written summaries of progress on an agreed upon basis which outlines the work accomplished during the reporting period, work to be accomplished during the subsequent reporting period, problems which have arisen or may arise which should be brought to the attention of CMHA-CEI's Payroll and Benefits Manager, and to request approval for significant deviation from previously agreed upon work plans. In addition, a summary of project costs for completed work and expected costs for the remainder of the work will be included.

CONTRACT PAYMENT SCHEDULE

Payment for a contract entered into as a result of this request will be made monthly upon receipt of the respondent's billing statement and progress reports. The respondent's billing statement should include detailed information regarding person-hours expended by classification and by task, as well as information regarding such items as mileage, materials, and other non-overhead costs.

CANCELLATION

Any agreement entered between CMHA-CEI and respondent ("Agreement") shall terminate effective immediately upon the revocation, restriction, suspension, discontinuation or loss of any certification, accreditation, authorization, or license required by federal, State and local laws, ordinances, rules and regulations for the Respondent to provide Medicaid and/or non-Medicaid programs and services within the State of Michigan.

Such Agreement shall terminate effective immediately upon receipt of notice and/or discovery by CMHA-CEI of any failure of the Respondent to meet the requirements hereunder of solvency and of continuing as a going business concern or if the Respondent generally fails to pay its debts as they become due.

Failure on the part of the Respondent to respond in a satisfactory manner to a request from CMHA-CEI's Chief Executive Officer aka Executive Director (hereinafter referred to as "CMHA-CEI's CEO"), with regards to correcting deficiencies in the results of services provided by the Respondent, shall constitute immediate basis for termination of an Agreement by CMHA-CEI. Immediate termination for the purposes of this subsection of an Agreement shall be defined as meaning termination effective upon the date *in* which the Respondent receives written notice of termination and the basis therefore from CMHA-CEI.

Any material breach of an Agreement may result in the nonbreaching party's immediate termination of an Agreement. With said termination effective as of the date of delivery of written notification from the nonbreaching party to the breaching party. The termination of an Agreement shall not be deemed to be a waiver by the nonbreaching party of any other remedies it may have in law or in equity.

Notwithstanding any other provisions in an Agreement to the contrary, either CMHA-CEI or the Respondent may terminate an Agreement for any reason by providing the other party with thirty (30) days prior written notification.

Any termination of an Agreement shall not relieve either party of the obligations incurred prior to the effective date of such termination.

Upon any termination of an Agreement, the Respondent shall promptly supply CMHA-CEI with all information necessary for the reimbursement of any outstanding Medicaid claims, Medicare claims or third-party reimbursement claims.

The respondent agrees, in the event of termination of an Agreement and nonrenewal, to cooperate with CMHA-CEI in the orderly transfer of the employee records, property, programs and services, and other items material hereunder to CMHA-CEI and/or other contractors of CMHA-CEI, as applicable.

INDEPENDENT PRICE DETERMINATION

A. By submission of a proposal, the respondent certifies and, in the case of a joint proposal, each party thereto certifies as to its own organization, that in connection with this proposal:

1. The prices in the proposal have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other respondent, or with any competitor; and
2. Unless otherwise required by law, the prices which have been quoted in the proposal have not been knowingly disclosed by the respondent, and will not knowingly be disclosed by the respondent prior to award directly or indirectly to any other respondent, or to any competitor; and
3. No attempt has been made or will be made by the respondent to entice any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

B. Each person signing the proposal certifies either:

1. They are the person(s) in the respondent's organization responsible within the organization for the decision as to the prices being offered in the proposal, and that they have not participated and will not participate in any action contrary to "A-1, 2, and 3" above; or

2. They are not the person(s) in the respondent's organization responsible within that organization for the decision as to the prices being offered in the proposal, but that they have been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated and will not participate in any action contrary to "A, 1, 2, and 3" above, and as their agent does hereby so certify, and that they have not participated and will not participate in any action contrary to "A 1, 2 and 3" above.

INDEMNIFICATION AND HOLD HARMLESS

A. The Respondent shall, at its own expense, protect, defend, indemnify, and hold harmless CMHA-CEI and its elected and appointed officers, employees, servants and agents from all claims, damages, costs, and expenses, arising from personal and/or bodily injuries or property damage that any of them may incur as a result of any acts, omissions, or negligence by the Respondent, and/or its officers, employees, servants, or agents that may arise out of an Agreement.

B. The Respondent's indemnification and hold harmless responsibilities under this section shall include the sum of claims, damages, costs, lawsuits and expenses which are in excess of the sum reimbursed to CMHA-CEI and its elected and appointed officers, employees, servants and agents by the insurance coverage

INSURANCE

A. The Respondent shall procure, pay the premium on, keep and maintain during the term of any Agreement, liability insurance coverage for all supports/services to be performed under any Agreement as follows and as applicable:

1. Workers' Compensation: When and as required by law.
2. Employers' Liability: When and as required by law.
3. Professional Liability Coverage (Errors and Omissions) of not less than \$500,000.00 per claim to cover all claims which may arise out of Respondent services to CMHA-CEI during the term of any agreement
4. General Liability Insurance (occurrence basis only) with the following coverage inclusions:
 - (a) Broad Form General Liability Endorsement or equivalent, if not in policy proper.
 - (b) Independent Contractor Liability Insurance coverage
 - (c) Contractual Liability.

5. Vehicle Liability Coverage, including all owned, non-owned, and hired vehicles.
6. Limits of Liability for Items 4 and 5 above shall not be less than \$1,000,000.00 per occurrence, and/or aggregate, combined single limit for Personal Injury, Bodily Injury and Property Damage.
 - A. CMHA-CEI, its elected and appointed officers, employees, servants and agents shall be named as Additional Insureds on the Respondent's insurance coverage required in Items 4 and 5 above. It is expressly understood and agreed that the Respondent's liability coverage required in Items 4 and 5 above shall be primary to the Additional Insureds and not contributing with any other insurance or similar protection available to the Additional Insureds, whether said other available coverage be primary, contributing or excess.
 - B. The Respondent shall submit certification of its insurance coverage to CMHA-CEI prior to the execution of any Agreement. The certificates of insurance for the Respondent shall contain a provision stating that coverages afforded under the policies will not be changed or canceled until at least thirty (30) days prior written notice has been given to CMHA-CEI. The Respondent shall provide CMHA-CEI with written notification at least thirty (30) days prior to any reduction or termination of the insurance coverage required herein.
 - C. The Respondent shall maintain such other insurance as it deems appropriate for its own protection.
 - D. Any breach of this Section shall be regarded as a material breach of any Agreement and may be a cause for termination thereof by CMHA-CEI.