

COUNTY OF KERN

County Administrative Office

REQUEST FOR PROPOSAL

To provide an Employee Assistance Program and an Administrative Service Only arrangement for managed mental health and substance abuse benefits for eligible active and retired employees and their eligible dependents.

DUE September 9, 2011

TIME Before 11:00 a.m.

COUNTY OF KERN

County Administrative Office

Request for Proposal to Provide: A fully insured EAP and an ASO arrangement for managed mental health and substance abuse benefits for eligible active and retired employees and their eligible dependents.

Proposers are specifically directed not to contact any County personnel, other than the Contact Person indicated below, for any purpose related to this RFP. **Unauthorized contact of any County personnel may be cause for rejection of a vendor’s proposal.** All inquiries concerning this RFP should be directed to the following Contact Person:

Tracey Eldridge
Deputy County Administrative Officer
Kern County Administrative Office
1115 Truxtun Ave., 5th Floor
Bakersfield, CA 93301
661-868-3198

Envelopes containing the Proposals are to be marked:

PROPOSAL: “County of Kern Employee Assistance Program”

Projected Timetable

The following dates are set forth for information and planning purposes only. These dates may be changed by County upon notice to prospective proposers:

Issuance Date August 8, 2011
Proposal Due Date September 9, 2011
Proposal Due Time Before 11:00 a.m.

Postmark date will not constitute timely delivery. Responses received after the above time **will not** be considered. Proposers are solely responsible for ensuring timely receipt of their Proposals.

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ELIGIBILITY

Will be provided under a separate cover

SUMMARY OF MEDICAL PLAN, EAP, AND
MENTAL HEALTH SUBSTANCE
ABUSE BENEFITS

Will be provided under a separate cover

CLAIMS DATA

Will be provided under a separate cover

UTILIZATION REPORTS

Will be provided under a separate cover

CENSUS

Will be provided under a separate cover

GENERAL INFORMATION

A. Project Background and Description

The EAP and the POS mental health/substance abuse benefits are currently provided through a contract with Managed Health Network (MHN). Subscriber counts are included in the utilization reports provided under separate cover.

EAP: The County's Employee Assistance Program (EAP) is provided to all health benefit *eligible* employees. Special district employees and retirees are excluded from participation in the EAP. EAP services are fully insured by the current administrator.

MH/SA administration: Eligible active employees and retirees, plus eligible dependents, are covered under County medical programs. There are three self-insured medical plans offered to active employees; a Point-of-Service plan (POS), an Exclusive Provider Organization (EPO) plan and a Kaiser Permanente EPO plan. Each plan covers mental health and substance abuse benefits. However, administration of MH/SA benefits for both EPO plans is provided by the respective medical plan administrators, so is not included in this RFP. The administration of mental health/substance abuse benefits on the POS medical plan is not provided by the POS medical plan administrator, and are included in this RFP. Participants include all employees and retirees enrolled in the POS plan, plus their dependents. It does include certain Special District employees and retirees, but does not include employees/retirees enrolled in other medical plans. Administration of this benefit includes case management, customer service, claims processing, network maintenance and all other administrative functions for both inpatient and outpatient MH/SA benefits. The POS MH/SA benefits are self-insured as an Administrative Service Only (ASO) arrangement currently.

Current EAP and ASO fees are shown below. Renewal fees will not be released.

MHN Composite Fees per Covered Employee per Month	11/1/10-10/31/11
EAP Services	\$1.69
Mental Health/Substance Abuse ASO	\$1.55
Total	\$3.24

Effective Date: November 1, 2011.

Please include the following forms with submission: Vendor Information Sheet, Fee Quotation Form, Network Access Form, Questionnaire, and Requested Services.

B. Services Required of Successful Proposer

Overall Behavioral Health Vendor Requirements

This client is seeking an EAP and mental health/substance abuse carve out program that offers the services to its eligible participants as outlined in Exhibit F. It is required that the selected vendor assumes the management and claims payment for all participants for the plan designs that are proposed.

Indicate your ability to provide these services by completing the grids in Exhibit F.

C. Services Provided by the County

The County will provide a Contact Person as a primary contact, who will arrange for staff assistance by other County staff as may be required. County will also provide whatever information as may be available. County will also be available to meet and discuss project requirements and development at key times in the process.

D. Selection Process

1. All Proposals received by the specified deadline will be reviewed by a County Evaluation Committee. After the initial scoring, the Evaluation Committee may select those firms deemed most qualified for this project for further evaluation. Interviews of these selected firms may be conducted as part of the final selection process. Proposers are advised that the County, at its option, may award a contract strictly on the basis of the initial Proposals, and not create a short list of Proposals for further consideration. The firm selected by the Evaluation Committee will be recommended to the Board of Supervisors for this project, but the Board is not bound to accept the recommendation or award the project to the recommended firm.

2. If one or more of the proposers is a local vendor as defined herein, said proposer(s) shall be entitled to a local vendor preference as herein described, provided: (i) said proposer(s) achieved a score of at least seventy percent (70%) during the initial scoring phase by the Evaluation Committee; and (ii) they were included in the short list of proposers for further consideration by the Evaluation Committee, if the Evaluation Committee elected to create a short list of Proposals.

All local vendors meeting the above stated criteria shall have their final evaluation score increased by five percent (5%) for purposes of determining the Evaluation Committee's final selection for recommendation to the Board of Supervisors.

A local vendor is defined as a proposer who:

- 1) Has maintained a local office address within Kern County for the six months immediately prior to the issuance date of the RFP; and
- 2) Employs at least one (1) full-time or two (2) part-time employees whose primary residence is located within Kern County, or if the business has no employees shall be at least fifty percent (50%) owned by one or more persons whose primary residence is located within Kern County.
- 3) Will credit all sales taxes generated pursuant to the contract resulting from this RFP to its business location in Kern County.

This local vendor preference shall not apply to any contracts funded in whole or in part with federal or state funds which do not allow the use of local preferences, or any other contracts which are statutorily or otherwise precluded from the use of local preferences during the selection process.

3. The following is a list of general criteria that may be used by the Evaluation Committee in determining its recommendation to the Board of Supervisors. **Please note that the Evaluation Committee may consider any information they deem relevant in determining a recommendation to the Board of Supervisors, and may give each of the criteria considered as little or as much weight as they consider appropriate.**
 - a. Proposer's understanding of the RFP requirements and end result.
 - b. Proposer's proposed approach to tasks.
 - c. Proposer's experience in similar projects.
 - d. Fee.
 - e. Estimated completion date(s).
 - f. Client references.
 - g. Qualifications of proposer's staff for the project.
 - h. Any other factors the Evaluation Committee deems relevant.
4. The County reserves the right to reject any and all Proposals and to waive informalities and irregularities in any Proposals received. Absence of required information may render a Proposal non-responsive, in the sole discretion of the County, resulting in rejection of the Proposal.

5. The County may, during the evaluation process, request from any proposer additional information which the County deems necessary to determine the proposer's ability to perform the required services. If such information is requested, the Proposer shall be permitted five (5) working days to submit the information requested.
6. An error in the Proposal may cause the rejection of that Proposal; however, the County may, in its sole discretion, retain the Proposal and make any corrections it deems appropriate. In determining if a correction will be made, the County will consider the conformance of the Proposal to the format and content required by the RFP, and any unusual complexity of the format and content required by the RFP. If the proposer's intent is clearly established based on review of the complete Proposal submittal, the County may, at its sole option, correct an error based on that established content. The County may also correct obvious clerical errors. The County may also request clarification from a proposer on any item in a Proposal that County believes to be in error, and make corrections accordingly.
7. The County reserves the right to select the Proposal which in its sole judgment best meets the needs of the County. The recommendation by the Evaluation Committee, and the final selection of a proposer by the Board of Supervisors, shall be based on any information and criteria the Evaluation Committee and Board consider relevant, which may include criteria not listed in paragraph 2 above. **The lowest proposed cost is *not* the sole criterion for recommending contract award.**
8. All firms responding to this RFP will be notified of their selection or non-selection in writing after the Evaluation Committee has completed the selection process. All proposers shall have seven days from the date of the notice to submit any additional information **not previously submitted** to the County for final consideration before the Evaluation Committee's recommendation is placed on the Board of Supervisors' agenda.
9. County employees will not participate in the selection process when those employees have a relationship with a person or business entity submitting a Proposal which would subject those employees to the prohibition of Section 87100 of the Government Code. Any person or business entity submitting a Proposal who has such a relationship with a County employee who may be involved in the selection process shall advise the County of the name of the County employee in the Proposal.
10. Any person or business entity which engages in practices which might result in unlawful activity relating to the selection process including, but not limited to, kickbacks or other unlawful consideration paid to County employees, will be disqualified from the selection process.
11. The process, procedures and evaluation criteria used by County staff and the Evaluation Committee in developing and issuing this RFP and evaluating the Proposals received for purposes of making a

recommendation to the Board of Supervisors shall be determined in the sole discretion of the County. Potential proposers shall have no rights whatsoever regarding the processes and procedures used by the County relating to this RFP or the manner in which a proposer is selected by either the Evaluation Committee or the Board of Supervisors, provided their decisions are not arbitrary and capricious, and there is some reasonable basis for the selection(s) made.

E. Solicitation Caveat

The issuance of this solicitation does not constitute an award commitment on the part of the County, and the County shall not pay for costs incurred in the preparation or submission of Proposals. **The County reserves the right to reject any or all Proposals or portions thereof if the County determines that it is in the best interest of the County to do so.**

Failure to furnish all information requested or to follow the format requested herein, or the submission of false information, may disqualify the proposer, in the sole discretion of the County. The County may waive **any** deviation in a Proposal. The County's waiver of a deviation shall in no way modify the RFP requirements nor excuse the successful proposer from full compliance with any resultant agreement requirements or obligations.

F. Time

Time and the time limits stated in this RFP are of the essence of this Request for Proposals.

G. Form of Agreement

No agreement with the County is in effect until a contract has been signed by both parties. Attached to this RFP as Exhibit "A" is a sample agreement which is in substantially the form the successful proposer will be expected to sign. The final agreement may include the contents of the RFP, any addenda to this RFP, portions of the successful proposer's Proposal and any other modifications determined by the County to be necessary prior to its execution by the parties.

The sample agreement included in this RFP is for informational purposes and should not be returned with a Proposal; however, the Proposal shall include a statement that the proposer has reviewed the sample agreement and either i) will agree to the terms contained therein if selected, or ii) indicate those specific provisions of the sample agreement to which the proposer takes exception and why. Raising of significant exceptions in a Proposal, as determined in the sole discretion of the County, may be cause for rejection of the Consultant's Proposal.

The selected Consultant will be required to execute an agreement with the County for the services requested within 90 days of the award. If agreement on the terms and conditions of the contract that are acceptable to the County including, but not limited to, compensation, cannot be achieved within that timeframe, the County

reserves the right to continue negotiations or to award the bid to another Consultant and begin negotiations with that Consultant.

Consultant must identify and provide contact information in their Proposal of the individual within their organization who is authorized to negotiate the terms and conditions of any agreement between Consultant and County.

H. Modifications to Scope of Work

In the event that sufficient funds do not become available to complete all the services identified in this RFP, the scope of services may be amended, as determined in the sole discretion of the County. The County may also, from time-to-time, request changes in and/or additions to the services to be provided by the successful proposer. Such changes, including any increase or decrease in compensation, which are mutually agreed upon by and between the County and the successful proposer, shall be incorporated into the contract prior to execution of the contract, and by written amendments thereto after execution.

I. News Releases

News releases pertaining to any award resulting from this RFP may not be made without prior written approval of the County Administrative Officer

J. Payment Schedule

Periodic payments will be made to the Consultant upon submission of an invoice, based on a payment schedule to be developed and included in the final agreement for services.

K. Statutes and Rules

The terms and conditions of this RFP, and the resulting consulting services and activities performed by the successful proposer, shall conform to all applicable statutes, rules and regulations of the federal government, the State of California and the County of Kern.

L. Background Review

The County reserves the right to conduct a background inquiry of each proposer that may include collection of appropriate criminal history information, contractual and business associations and practices, employment histories, reputation in the business community and financial condition. By submitting a Proposal to the County the proposer consents to such an inquiry and agrees to make available to the County such books and records the County deems necessary to conduct the review.

II. PROPOSAL INFORMATION AND REQUIREMENTS

A. General Instructions

To receive consideration, Proposals shall be made in accordance with the following general instructions:

1. The completed Proposal shall be without alterations or erasures. Errors may be crossed out and corrections printed in ink or typed adjacent, and must be initialed in ink by an authorized representative of the proposer.
2. No oral, telephonic, telegraphic, e-mailed or faxed Proposals will be considered.
3. The submission of a Proposal shall be an indication that the proposer has investigated and satisfied him/herself as to the selection process to be used by the County, the conditions to be encountered, the character, quality and scope of the work to be performed, and the requirements of the County.
4. All Proposals shall remain firm for one hundred and eighty (180) days from the Proposal submission deadline.

B. Business Address

Proposers shall furnish their business street address. Any communications directed either to the address so given, or to the address listed on the sealed Proposal container, and deposited in the U.S. Postal Service by Certified Mail, shall constitute a legal service thereof upon the proposer.

C. Corrections and Addenda

If a proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in this RFP, the proposer shall immediately notify the Contact Person of such error in writing and request clarification or modification of the document. Modifications will be made by addenda as indicated below to all parties in receipt of this RFP.

If a proposer fails to notify the Contact Person prior to the date fixed for submission of Proposals of a known error in the RFP, or an error that reasonably should have been known, the proposer shall submit a Proposal at their own risk, and if the proposer is awarded a contract they shall not be entitled to additional compensation or time by reason of the error or its subsequent correction.

Addenda issued by the County interpreting or changing any of the items in this RFP, including all modifications thereof, shall be incorporated in the Proposal. The proposer shall sign and date the Addenda Cover Sheet and submit same with the Proposal (or deliver them to Tracey Eldridge, Deputy County Administrative Officer, 1115 Truxtun Ave, 5th Floor, Bakersfield, CA 93301 if the proposer has previously submitted a Proposal to the department).

Any oral communication by the County's designated Contact Person or any other County staff member concerning this RFP is not binding on the County and shall in no way modify this RFP or the obligations of the County or any proposers.

D. Proposal Format and Contents

For ease of review and to facilitate evaluation, the Proposals for this project should be organized and presented in the order requested as follows:

1. Cover Page:

Include a letter of introduction signed by an authorized representative of the firm certifying that all statements in the Proposal are true and correct and shall constitute a warranty, the falsity of which shall entitle Kern County to pursue any remedy authorized by law, which shall include the right, at the option of Kern County, to declare any contract made as a result thereof, to be void. Indicate the name of the firm and the RFP project title.

2. Section I - Corporate/Agency Profile:

Provide specific information concerning the firm in this section, including the legal name, address and telephone number of your company and the type of entity (sole proprietorship, partnership, or corporation and whether public or private).

State if you are a local Kern County vendor as defined in section I.D.2. of this RFP (provide the street address of the local office).

Include the name and telephone number of the person(s) in your company authorized to execute the proposed contract.

If two or more firms are involved in a joint venture or association, the Proposal(s) should clearly delineate the respective areas of authority and responsibility of each party.

All parties signing the Agreement with the County shall be individually liable for the completion of the entire project even when the areas of responsibility under the terms of the joint venture or association are limited.

3. Section II - Qualifications and Experience:

This section is designed to establish the proposer as an entity with the ability and experience to operate the program, or provide the services, as specified in the RFP. Provide specific information in this section concerning the firm's experience in the services specified in this RFP, preferably within the State of California. Include the number of employees involved in providing services; number of years providing services; and financial statements (balance sheet and Dun & Bradstreet credit rating acceptable). Additionally, provide examples of completed projects.

Documentation of Satisfactory Past Performance/References. Provide a minimum of three (3) reference letters for similar services rendered (must be within the last six (6) months on the reference company's letterhead. Each reference shall include a current point of contact and a phone number. Each reference letter must have the following information: Date of the original contract; end date of the contract; services rendered; and names, addresses, and telephone numbers of contact persons within client agencies for whom the services have been provided.

Provide a list of all clients, if any, to whom you have provided similar services over the last two years, but are not currently working for. Please indicate why you are not currently providing services to said client(s).

4. Section III - Credentials/Resumes:

Of critical importance is the composition of the team proposed to provide services on this project. Credentials and resumes of the person(s) responsible for administering or providing the services must be provided. Include a statement of qualifications and resumes/backgrounds of key personnel assigned to the project, including training certifications of professional and non-professional personnel. Proposer shall specifically provide the following information on all management, supervisory and other key employees who will be providing service:

- a. Name, address and phone number
- b. Description of education
- c. General experience
- d. Experience or education related to the RFP project
- e. Letters of reference, if available
- f. Vendor Information Sheet, Exhibit B

List consultant firms, if any, that you plan to use for this project and their relevant experience.

5. Section IV - Project Approach, Work Schedule, Proposed Transition Plan and Technology Available:

Provide a detailed description of the methodology proposed to perform all required services. The project approach should include specific details with regard to how and what services, training, installation, etc. are included in your response to the County. Provide specific information and details. Include any additional information and options that you feel may be advantageous to the County. Label options clearly and specify all costs and fees associated with each option. Include specific details with regard to a work schedule/transition plan which contains an aggressive schedule that will complete, or start up, the project before November 1, 2011, if possible. This schedule should contain specific milestones and dates of completion that will be used to set schedules. Also identify the extent of County personnel involvement deemed necessary, including key decision points at each stage of the project. Specify all software and computer technology that is anticipated to be used in rendering the services. If the Proposal includes the purchase of any software by the County, provide a copy of any software license agreements that the County would be required to execute.

Do not include brochures and advertisements in your Proposal unless the content they provide is identified and included specifically in your description of the methodology and/or approach to the services you are proposing to provide the County.

6. Section V - Cost of Service:

The Proposal shall clearly state all of the costs associated with the project, broken down by category of products and services, and all on-going costs for recommended/required products/services such as maintenance, and any proposed annual cost of living increases for contracts with terms exceeding one year. As a general rule, the County prefers a set price or hourly rate for the entire term of any contract. Therefore, do not assume that the County will accept any proposed price escalations. Proposed price escalators may also have a detrimental impact on the proposer's score determined by the Evaluation Committee.

The project costs should include all expenses that will be charged to the County including but not limited to costs for shipping, insurance, communications, documentation reproduction, travel, taxes, etc. **Failure to not clearly identify all costs associated with the Proposal may be cause for rejection of the Consultant's Proposal. Please include Fee Quotation Form, Exhibit C, with response.**

7. Section VI - Insurance:

The selected proposer will be required to obtain, as a condition of the award of a contract, and the Proposal shall state that the proposer will obtain the insurance as required in the attached agreement.

All insurance shall be issued by a company or companies listed in the current "Best's Key Rating Guide" publication with a minimum of A-, VII rating; or in special circumstances, as pre-approved by the Risk Management Division of the Office of County Counsel. The selected proposer shall file with the Contact Person a Certificate(s) of Insurance stating the required coverages are in effect.

8. Section VII - Additional Information:

Include any other information you believe to be pertinent but not required.

E. Proposal Submission

The proposer shall submit six (6) written copies of the Proposal and, if possible, one (1) copy on computer disk. The CD must be a standard Microsoft Windows compatible format readable by the County; using word processing software that is Windows based, preferably Microsoft Word. Please submit all Proposals to:

Tracey Eldridge
Deputy County Administrative Officer
1115 Truxtun Ave., 5th Floor
Bakersfield, CA 93301
Telephone (661) 868-3198

Proposals may be delivered in person, by courier service or by mail to the address indicated above. **ALL PROPOSALS MUST BE SEALED AND RECEIVED BEFORE 11:00 A.M. on September 9, 2011** at the above office and address. Proposals submitted after the above deadline will not be accepted. It is strongly suggested that any proposers intending to hand deliver a proposal on the last day for submission arrive at the County Administrative Office, fifth floor at least ten (10) minutes prior to the proposal receipt deadline to receive a "test" time stamp to validate the official current time. The time stamp clock in the County Administrative Office will be the official time. Any Proposal received at or after 11:00 a.m. will be returned unopened.

Only one (1) Proposal may be submitted from each proposer. For purposes of this RFP, a proposer is defined to include a parent corporation of the proposer and any other subsidiary of that parent corporation. If a proposer submits more than one (1) Proposal, all Proposals from that proposer shall be rejected.

RFP Proposals are not publicly opened.

F. Withdrawal and Submission of Modified Proposal

A proposer may withdraw a Proposal at any time prior to the submission deadline by submitting a written notification of withdrawal signed by the proposer or his/her authorized agent. The proposer must, in person, retrieve the entire sealed submission package. Another Proposal may be submitted prior to the deadline. A Proposal may not be changed after the designated deadline for submission of Proposals.

G. Disposition of Proposals and Proprietary Data

All materials submitted in response to this RFP become the property of the County. Any and all Proposals received by the County shall be subject to public disclosure and inspection, except to the extent the proposer designates trade secrets or other proprietary data to be confidential, after the Evaluation Committee has completed its deliberative process and either the proposer has been informed that they are not the vendor selected by the Evaluation Committee for recommendation to the Board of Supervisors, or the matter has been set for consideration before the Board of Supervisors, whichever comes first.

Material designated as proprietary or confidential shall accompany the Proposal and each page shall be clearly marked and readily separable from the Proposal in order to facilitate public inspection of the non-confidential portion of the Proposal. Prices, makes and models or catalog numbers of the items offered, deliverables, and terms of payment shall be publicly available regardless of any designation to the contrary. The County will endeavor to restrict distribution of material designated as confidential or proprietary to only those individuals involved in the review and analysis of the Proposals.

Proposers are cautioned that materials designated as confidential may nevertheless be subject to disclosure. Proposers are advised that the County does not wish to receive confidential or proprietary information and that proposers are not to supply such information except when it is absolutely necessary. If any information or materials in any Proposal submitted is labeled confidential or proprietary, the Proposal shall include the following clause:

_____ (legal name of proposer) shall indemnify, defend and hold harmless the County of Kern, its officers, agents and employees from and against any request, action or proceeding of any nature and any damages or liability of any nature, specifically including attorneys' fees awarded under the California Public Records Act (Government Code §6250 et seq.) arising out of, concerning or in any way involving any materials or information in this Proposal that _____ (legal name of proposer) has labeled as confidential, proprietary or otherwise not subject to disclosure as a public record.

Exhibit A

**AGREEMENT FOR PROFESSIONAL SERVICES
INDEPENDENT CONTRACTOR
(County - [Name of Consultant])**

THIS AGREEMENT is made and entered into this day of _____, 2011, by and between the COUNTY OF KERN, a political subdivision of the State of California, as represented by the **County Administrative Office** (hereinafter "County"), and **[name of Consultant]** (hereinafter "Consultant"), whose principal place of business is at **[address]**;

WITNESSETH:

WHEREAS:

(a) Government Code sections 31000 and 53060 permit the County Board of Supervisors to contract for the furnishing of special services with individuals specially trained and experienced and competent to perform those services; and

(b) The **County Administrative Office** (hereinafter "Responsible County Department") requires **Employee Assistance Services**; and

(c) County desires to engage Consultant to provide said services and Consultant, by reason of his/her qualifications, experience, and facilities for doing the type of work herein contemplated, has offered to provide the required services on the terms set forth herein;

NOW, THEREFORE, IT IS AGREED between the parties hereto as follows:

1. **Services to be Rendered.** The description of services to be provided is contained in Exhibit "C" which is attached hereto and incorporated herein by this reference.

2. **Compensation to Consultant.** County shall compensate Consultant as follows: [describe compensation]. **Under no circumstances shall County be liable to Consultant for any sum in excess of _____ for services, costs or reimbursement of costs of whatever nature rendered or incurred pursuant to this Agreement, unless this Agreement is amended in writing by the parties.** County will reimburse Consultant for all necessary and reasonable costs incurred on behalf of the County as set forth below. No additional compensation will be paid for secretarial, clerical support staff or overhead costs.

3. Reimbursement Policy and Billing Requirements.

a. County shall reimburse Consultant at actual cost for the following travel expenses, when reasonably necessary and incurred, not to exceed the following County per diems: Lodging, per night plus tax, breakfast, lunch, dinner, and mileage, if by private automobile, per mile, and by common carrier at actual fare charged for economy or coach class.

b. All invoices for payment shall be submitted in a form approved by the County and shall contain an itemization of all costs and fees broken down monthly and also stated as a cumulative total. Invoices shall be sent to the County Administrative Office – Employee Relations Division for review and processing. Payment will be made to Consultant within thirty (30) days of receipt and approval of each invoice by the Responsible County Department.

4. **Term.** This Agreement shall be deemed in force as of the date first above written and shall remain in effect until , 20XX , unless sooner terminated as hereinafter provided.

5. **Representations.** Consultant makes the following representations which are agreed to be material to and form a part of the inducement for this Agreement:

- a. Consultant has the expertise, support staff and facilities necessary to provide the services described in this Agreement; and
- b. Consultant does not have any actual or potential interests adverse to County nor does Consultant represent a person or firm with an interest adverse to County with reference to the subject of this Agreement; and
- c. Consultant shall diligently provide all required services in a timely and professional manner in accordance with the terms and conditions stated in this Agreement.

6. **Assignment.** Consultant shall not assign, sublet or transfer this Agreement, or any part hereof. Consultant shall not assign any monies due or which become due to Consultant under this Agreement without the prior express and written approval by the County.

7. **Negation of Partnership.** In the performance of all services under this Agreement, Consultant shall be, and acknowledges that Consultant is, in fact and law, an independent contractor and not an agent or employee of County. Consultant has and retains the right to exercise full supervision and control of the manner and methods of providing services to County under this Agreement. Consultant retains full supervision and control over the employment, direction, compensation and discharge of

all persons assisting Consultant in the provision of services under this Agreement. With respect to Consultant's employees, if any, Consultant shall be solely responsible for payment of wages, benefits and other compensation, compliance with all occupational safety, welfare and civil rights laws, tax withholding and payment of employee taxes, whether federal, state or local, and compliance with any and all other laws regulating employment.

8. Indemnification. Consultant agrees to indemnify, defend and hold harmless County and County's agents, board members, elected and appointed officials and officers, employees, volunteers and authorized representatives from any and all losses, liabilities, charges, damages, claims, liens, causes of action, awards, judgments, costs, and expenses (including, but not limited to, reasonable attorneys' fees of County Counsel and counsel retained by County, expert fees, costs of staff time, and investigation costs) of whatever kind or nature, which arise out of or are in any way connected with any act or omission of Consultant or Consultant's officers, agents, employees, independent contractors, sub-contractors of any tier, or authorized representatives. Without limiting the generality of the foregoing, the same shall include bodily and personal injury or death to any person or persons; damage to any property, regardless of where located, including the property of County; and any workers' compensation claim or suit arising from or connected with any services performed pursuant to this Agreement on behalf of Consultant by any person or entity.

9. Insurance. Consultant, in order to protect County and its board members, officials, agents, officers, and employees against all claims and liability for death, injury, loss and damage as a result of Consultant's actions in connection with the performance of Consultant's obligations, as required in this Agreement, shall secure and maintain insurance as described below. Consultant shall not perform any work under this Agreement until Consultant has obtained all insurance required under this section and the required certificates of insurance have been filed with and approved by the County. Consultant shall pay any deductibles and self-insured retentions under all required insurance policies.

a. **Workers' Compensation and Employers Liability Insurance Requirement --** Consultant shall submit written proof that Consultant is insured against liability for workers' compensation in accordance with the provisions of section 3700 of the Labor Code.

In signing this Agreement, Consultant makes the following certification, required by section 1861 of the Labor Code:

“I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Agreement.”

Consultant shall require any sub-contractors to provide workers’ compensation for all of the sub-contractors’ employees, unless the sub-contractors’ employees are covered by the insurance afforded by Consultant. If any class of employees engaged in work or services performed under this Agreement is not covered by Labor Code section 3700, Consultant shall provide and/or require each sub-contractor to provide adequate insurance for the coverage of employees not otherwise covered.

Consultant shall also maintain employers’ liability insurance with limits of one million dollars (\$1,000,000) for bodily injury or disease.

b. Liability Insurance Requirements:

(1) Consultant shall maintain in full force and effect, at all times during the term of this Agreement, the following insurance:

(a) Commercial General Liability Insurance, including, but not limited to, Contractual Liability Insurance (specifically concerning the indemnity provisions of this Agreement), Personal Injury (including bodily injury and death), and Property Damage for liability arising out of Consultant’s performance of work under this Agreement. Said insurance coverage shall have minimum limits for Bodily Injury and Property Damage liability of one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) aggregate.

(b) Automobile Liability Insurance against claims of Personal Injury (including bodily injury and death) and Property Damage covering all owned, leased, hired and non-owned vehicles used in the performance of services pursuant to this Agreement with combined limits for Bodily Injury and Property Damage liability of at least one million dollars (\$1,000,000) each occurrence.

(c) Professional Liability (Errors and Omissions) Insurance, for liability arising out of, or in connection with, the performance of all required services under this Agreement, with limits of not less than one million dollars (\$1,000,000) per

occurrence and two million dollars (\$2,000,000) aggregate.

(2) The Commercial General Liability and Automobile Liability Insurance required in this sub-paragraph b. shall include an endorsement naming the County and County's board members, officials, officers, agents and employees as additional insureds for liability arising out of this Agreement and any operations related thereto.

(3) If any of the insurance coverages required under this Agreement is written on a claims-made basis, Consultant, at Consultant's option, shall either (i) maintain said coverage for at least one (1) year following the termination of this Agreement with coverage extending back to the effective date of this Agreement; or (ii) purchase an extended reporting period of not less than one (1) year following the termination of this Agreement.

(4) Prior to Consultant commencing any of its obligations under this Agreement, evidence of insurance in compliance with the requirements above shall be furnished to the County by Certificate of Insurance. Receipt of evidence of insurance that does not comply with above requirements shall not constitute a waiver of the insurance requirements set forth above.

c. Cancellation of Insurance -- The above stated insurance coverages required to be maintained by Consultant shall be maintained until the completion of all of Consultant's obligations under this Agreement, and shall not be reduced, modified, or canceled without thirty (30) days prior written notice to County. Consultant shall immediately obtain replacement coverage for any insurance policy that is terminated, canceled, non-renewed, or whose policy limits have been exhausted or upon insolvency of the insurer that issued the policy.

d. All insurance shall be issued by a company or companies admitted to do business in California and listed in the current "Best's Key Rating Guide" publication with a minimum of a "A-;VII" rating. Any exception to these requirements must be approved by the County Risk Manager.

e. If Consultant is, or becomes during the term of this Agreement, self-insured or a member of a self-insurance pool, Consultant shall provide coverage equivalent to the insurance coverages and endorsements required above. The County by written acceptance, that the coverage proposed to be provided by Consultant is equivalent to the above-required coverages.

f. All insurance afforded by Consultant pursuant to this Agreement shall be primary to and not contributing to any other insurance maintained by County.

g. Insurance coverages in the minimum amounts set forth herein shall not be construed to relieve Consultant for any liability, whether within, outside, or in excess of such coverage, and regardless of solvency or insolvency of the insurer that issues the coverage; nor shall it preclude the County from taking such other actions as are available to it under any other provision of this Agreement or otherwise in law.

h. Failure by Consultant to maintain all such insurance in effect at all times required by this Agreement shall be a material breach of this Agreement by Consultant. County, at its sole option, may terminate this Agreement and obtain damages from Consultant resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Consultant, County shall deduct from sums due to Consultant any premiums and associated costs advanced or paid by County for such insurance. If the balance of monies obligated to Consultant pursuant to this Agreement are insufficient to reimburse County for the premiums and any associated costs, Consultant agrees to reimburse County for the premiums and pay for all costs associated with the purchase of said insurance. Any failure by County to take this alternative action shall not relieve Consultant of its obligation to obtain and maintain the insurance coverages required by this Agreement.

10. Termination. The County may at its option, without cause, terminate this Agreement by written notice. A Notice of Termination will be deemed effective fifteen (15) days after personal delivery, or twenty (20) days after mailing by regular U.S. Mail, postage prepaid. In addition, either party may immediately terminate this Agreement should the other party fail to substantially perform in accordance with the terms and conditions of this Agreement through no fault of the party initiating the termination. In the event this Agreement is terminated by either Consultant or the County, Consultant shall submit to the Responsible County Department all files, memoranda, documents, correspondence and other items generated in the course of performing this Agreement, within fifteen (15) days after the effective date of any written Notice of Termination. Should either party terminate this Agreement as provided herein, County shall pay Consultant for all satisfactory services rendered by Consultant prior to the effective date of termination in an amount not to exceed the maximum dollar amount indicated in Section 2 herein.

11. Ownership of Documents. All reports, documents and other items generated or gathered in the course of providing services to the County under this Agreement are and shall remain the property of the County, and shall be returned to County upon full completion of all services by Consultant or termination of this Agreement, whichever first occurs.

12. Notices. All notices required or provided for in this Agreement shall be provided to the parties at the following addresses, by personal delivery or deposit in the U.S. Mail, postage prepaid, registered or certified mail, addressed as specified below. Notices delivered personally shall be deemed received upon receipt; mailed or expressed notices shall be deemed received five (5) days after deposit. A party may change the address to which notice is to be given by giving notice as provided above.

To County: Kern County Administrative Office
Employee Relations Division
1115 Truxtun Avenue Floor 5
Bakersfield, CA 93301

To Consultant: Nothing in this Agreement shall be construed to prevent or render ineffective delivery of notices required or permitted under this Agreement by personal service.

13. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Section 1090 et seq. and Section 87100 et seq. of the Government Code relating to conflict of interest of public officers and employees. Consultant agrees that they are unaware of any financial or economic interest of any public officer or employee of the County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement, the County may immediately terminate this Agreement by giving written notice thereof. Consultant shall comply with the requirements of Government Code section 87100 et seq. during the term of this Agreement.

14. Sole Agreement. This document contains the entire agreement of the parties relating to the services, rights, obligations and covenants contained herein and assumed by the parties respectively. No inducements, representations or promises have been made, other than those recited in this Agreement. No oral promise,

modification, change or inducement shall be effective or given any force or effect.

15. **Authority to Bind County.** It is understood that Consultant, in Consultant's performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has no authority to bind County to any agreements or undertakings.

16. **Modifications of Agreement.** This Agreement may be modified in writing only, signed by the parties in interest at the time of the modification.

17. **Nonwaiver.** No covenant or condition of this Agreement can be waived except by the written consent of County. Forbearance or indulgence by County in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by Consultant. County shall be entitled to invoke any remedy available to County under this Agreement or by law or in equity despite said forbearance or indulgence.

18. **Choice of Law/Venue.** The parties hereto agree that the provisions of this Agreement will be construed pursuant to the laws of the State of California. This Agreement has been entered into and is to be performed in the County of Kern. Accordingly, the parties agree that the venue of any action relating to this Agreement shall be in the County of Kern.

19. **Confidentiality.** Consultant shall not, without the written consent of the Responsible County Department, communicate confidential information, designated in writing or identified in this Agreement as such, to any third party and shall protect such information from inadvertent disclosure to any third party in the same manner that they protect their own confidential information, unless such disclosure is required in response to a validly issued subpoena or other process of law. Upon completion of this Agreement, the provisions of this paragraph shall continue to survive.

20. **Enforcement of Remedies.** No right or remedy herein conferred on or reserved to County is exclusive of any other right or remedy herein or by law or equity provided or permitted, but each shall be cumulative of every other right or remedy given hereunder or now or hereafter existing by law or in equity or by statute or otherwise, and may be enforced concurrently or from time to time.

21. **Severability.** Should any part, term, portion or provision of this Agreement be decided finally to be in conflict with any law of the United States or the State of California, or otherwise be unenforceable or ineffectual, the validity of the remaining parts, terms, portions, or provisions shall be deemed severable and shall not

be affected thereby, provided such remaining portions or provisions can be construed in substance to constitute the agreement which the parties intended to enter into in the first instance.

22. Compliance with Law. Consultant shall observe and comply with all applicable County, state and federal laws, ordinances, rules and regulations now in effect or hereafter enacted, each of which are hereby made a part hereof and incorporated herein by reference.

23. Captions and Interpretation. Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement.

No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the parties.

24. Time of Essence. Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision hereof, and each such provision is hereby made and declared to be a material, necessary and essential part of this Agreement.

25. Counterparts. This Agreement may be executed simultaneously in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

26. Nondiscrimination. Neither Consultant, nor any officer, agent, employee, servant or subcontractor of Consultant shall discriminate in the treatment or employment of any individual or groups of individuals on the grounds of race, color, religion, national origin, age or sex, either directly, indirectly or through contractual or other arrangements.

27. Audit, Inspection and Retention of Records. Consultant agrees to maintain and make available to County accurate books and records relative to all its activities under this Agreement. Consultant shall permit County to audit, examine and make excerpts and transcripts from such records, and to conduct audits of all invoices, materials, records or personnel or other data related to all other matters covered by this Agreement. Consultant shall maintain such data and records in an accessible location and condition for a period of not less than three (3) years from the date of final payment under this Agreement, or until after the conclusion of any audit, whichever occurs last. The State of California and/or any federal agency having an interest in the subject of

this Agreement shall have the same rights conferred upon County herein.

28. Non-Collusion Covenant. Consultant represents and agrees that it has in no way entered into any contingent fee arrangement with any firm or person concerning the obtaining of this Agreement with County. Consultant has received from County no incentive or special payments, nor considerations not related to the provision of services under this Agreement.

29. No Third Party Beneficiaries. It is expressly understood and agreed that the enforcement of this Agreement and all rights of action relating to such enforcement, shall be strictly reserved to County and Consultant. Nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of County and Consultant that any such person or entity, other than County or Consultant, receiving services or benefits under this Agreement shall be deemed an incidental beneficiary only.

30. Compliance with IRCA. Consultant acknowledges that Consultant, and all subcontractors hired by Consultant to perform services under this Agreement, are aware of and understand the Immigration Reform and Control Act ("IRCA"). Consultant is and shall remain in compliance with the IRCA and shall ensure that any subcontractors hired by Consultant to perform services under this Agreement are in compliance with the IRCA. In addition, Consultant agrees to indemnify, defend and hold harmless the County, its agents, officers and employees, from any liability, damages or causes of action arising out of or relating to any claims that Consultant's employees, or the employees of any subcontractor hired by Consultant, are not authorized to work in the United States for Consultant or its subcontractor and/or any other claims based upon alleged IRCA violations committed by Consultant or Consultant's subcontractor(s).

31. Signature Authority. Each party has full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS TO WHICH, each party to this Agreement has signed this Agreement upon the date indicated, and agrees, for itself, its employees, officers, partners and successors, to be fully bound by all terms and conditions of this Agreement.

COUNTY OF KERN

Dated:

By _____
Chairman, Board of Supervisors
"County"

[Name of Consulting Firm or Consultant]

Dated:

By _____
[Name and title of person signing]
"Consultant"

APPROVED AS TO CONTENT:
County Administrative Office

Dated:

By _____
John Nilon
County Administrative Officer

APPROVED AS TO FORM:
Office of the County Counsel

Dated:

By _____
Deputy County Counsel

**EXHIBIT B
VENDOR INFORMATION SHEET**

VENDOR INFORMATION SHEET				
Organization Name				
Date Founded				
Contact Person's Name				
Title				
Address				
State				
Phone Number				
E-mail Address				
Fax Number				
Services Quoted	Yes	No		
Fully insured EAP				
Self-funded ASO for mental health/substance abuse				
Current Public Sector Client References				
Client Name	Contact Name	Phone Number and County Location	Number of Employees	Contract Start Date
Recently Terminated Public Sector Clients				
Client Name	Contact Name	Phone Number	Termination Reason	Termination Date

EXHIBIT C
FEE QUOTATION FORM

1. Effective date of **November 1, 2011**.
2. You are to assume no changes to the current eligibility rules.
3. EAP is provided on a fully insured basis and mental health and substance abuse benefits are provided on a self-funded (ASO) basis.
4. Please fill out the fee quotation form, including an estimate of the average monthly claims cost per eligible employee.
5. Your proposal should be based on administering the current benefits. Please list any benefits that your company cannot administer as requested.
6. Rates are to be quoted exclusive of commissions. If commissions cannot be excluded with a dollar for dollar reduction in fees, please indicate this in your response and quote fees with and without commissions and the amount of commissions to be paid.
7. Identify in an attachment to the Fee Quotation Form any start-up costs and how you propose to recover them. Describe any other charges not included in your proposed fees (e.g., toll free telephone lines, printing). Can they be amortized over several years of the contract? Be sure to address initial set-up charges, development of communications materials, any other charges (please specify), and the total first year start-up fees.
8. Identify in an attachment to the Fee Quotation Form any underwriting requirements or caveats that apply to your fee proposals. Any exceptions to terms, conditions, or other requirements in any part of these specifications must be clearly pointed out in the appropriate section of the proposal. Otherwise, it will be considered that all items offered are in strict compliance with the specifications. You will be held accountable for all answers. You may be asked to substantiate a response.
9. Quoted fees must be guaranteed for the specified contract period on the Fee Quotation Form.
10. **Eligibility Rules:** The bidder agrees to the specified eligibility rules established by the Plan Sponsor. Any proposed modifications to the specified eligibility rules must be clearly pointed out in the appropriate section of the proposal.
11. **HIPAA Compliance:** All bidder systems and services must be in compliance with the HIPAA EDI, Privacy and Security regulations on the appropriate dates established by the Department of Health & Human Services.
12. **ERISA Claims and Appeals Regulations:** All bidder systems and services must be compliant with ERISA Claims and Appeals Regulations.

FEE QUOTATION FORM

Guaranteed Monthly Composite Fee Per Employee	11/1/11-12/31/12 (14 months)	1/1/13-12/31/13 (12 months)	1/1/14-12/31/14 (12 months)
EAP Services			
ASO Services for Mental Health/Substance Abuse Program			
Combined EAP and ASO Services			
Estimated Monthly Composite Claims Cost for Mental Health/Substance Abuse Benefits			

Company Name

Authorized Signature

Date

**EXHIBIT D
NETWORK ACCESS**

Please complete the following table by listing the percentage of each provider type that meets the corresponding network access standard using the zip codes in the County’s member zip code listing (census):

Service Area	Percentage of Providers Meeting These Criteria		
	Psychiatrist, Board Certified/ Eligible	Doctoral Level Psychologists	Other Masters Prepared Clinicians, Including Licensed Clinical Social Workers
1 provider within 5 miles			
1 provider within 10 miles			
1 provider within 15 miles			
1 provider within 20 miles			

Please complete the following table by listing the percentage of each facility type that meets the corresponding network access standard using the zip codes in the County’s member zip code listing (census):

Service Area	Percentage of Facilities Meeting These Criteria		
	Facilities Providing Full Inpatient Psychiatric Care	Facilities Providing Full Inpatient Substance Abuse Treatment	Facilities Providing Intensive Outpatient Care
1 provider within 10 miles			
1 provider within 20 miles			
1 provider within 30 miles			

Please complete the following tables for your mental health/substance abuse provider network.

Area	Number of Network Providers		
	Facilities Providing Full Inpatient Psychiatric Care	Facilities Providing Full Inpatient Substance Abuse Treatment	Facilities Providing Intensive Outpatient Care
Kern County			
San Luis Obispo County			
Tulare County			
Kings County			
Ventura County			
Santa Barbara County			
Los Angeles County			
Monterey County			
San Bernardino County			
Inyo County			
All other CA Counties			
Outside CA			

Area	Psychiatrist, Board Certified/ Eligible	Doctoral Level Psychologists	Other Masters Prepared Clinicians, Including Licensed Clinical Social Workers
Kern County			
San Luis Obispo County			
Tulare County			
Kings County			
Ventura County			
Santa Barbara County			
Los Angeles County			
Monterey County			
San Bernardino County			
Inyo County			
All other CA Counties			
Outside CA			

**EXHIBIT E
QUESTIONNAIRE**

Please answer the following questions in the order provided. Failure to answer all questions may eliminate your proposal from consideration. In answering the questions, please do not refer to another section of your proposal.

GENERAL INFORMATION	
	VENDOR RESPONSE
1. Name of Parent Company, if any:	
2. What are the most recent ratings for your company by the following: Standard and Poor's Duff and Phelps A.M. Best Moody's	<u>Rating</u> <u>Date</u>
3. The client would like a provision that allows the client to terminate the contract with 90 days notice for any reason. Do you agree to this provision?	
4. How will you transition those individuals who may be in the midst of a counselor/psychiatrist relationship at the start of the contract?	
5. When are fees due? Describe your billing procedures.	
6. Describe how eligibility is determined. Will you require/accept monthly magnetic tapes, diskettes or hard copy lists?	
7. Because of mental health parity requirements, the medical plan deductibles, coinsurance, and out-of-pocket maximums must be integrated with the mental health/substance abuse benefits. How will you integrate records with the medical plan administrator? Describe how eligibility, claim processing and other administrative services will be coordinated.	
8. a. Do you agree to maintain strict enrollee confidentiality regarding medical and behavioral health issues (except as legally required to report)? b. How do you control confidentiality with your staff?	

GENERAL INFORMATION	
	VENDOR RESPONSE
9. Please provide your claims processing timeline and confirm that you can comply with the Department of Labor Claim and Appeals regulations. We expect you to handle the first level of appeal and the County will handle the second level of appeal.	
10. Please indicate how you will be converting any existing claim records that are needed in order for you to process claims on your system, including the methodology you will use and the cost involved. If this cost is not included in your quoted rates, please detail the cost. Please indicate the timeframe for this conversion.	
11. The client requires a 120 day advance notice of renewal actions. Please confirm your agreement to this requirement.	
12. Please submit a sample of all forms that would be used in the administration of this plan (e.g. claim form, completed EOB, ID cards) that are included in your standard fees. Are there any options that you offer with respect to forms that the plan sponsor may use for an additional cost (e.g., name imprints, special SPDs). If so, please describe and indicate the cost. Please enclose samples.	
13. Are you willing to work under a performance based contract? What standards, measures and range of penalties and incentives are you willing to agree to?	
14. Will you provide the client with the right to audit your claims processing functions?	

PROVIDER MATCH AND SERVICE AREA	
	VENDOR RESPONSE
15. Describe where EAP assessment and therapy sessions will take place. In a central location, at individual office locations, explain.	
16. Provide a listing of your EAP counselors located in Kern County.	
17. Complete the geoaccess tables and network summary table in section VI of this RFP.	
18. Do you currently have an adequate number of staff to provide EAP counseling services to the client? If not, do you propose expanding your staff so that all regions are covered adequately?	
19. Will dedicated EAP case workers/counselors be assigned to this account? If so how many case workers/counselors will you assign?	

STAFF AND PROVIDER CREDENTIALS

20. For your panel of EAP counselors complete the following table. Check off those elements that are included in the selection process and provide the percentage of EAP counselors that satisfy the following selection criteria elements.

Criteria for EAP Counselors	Standard Selection Criteria (check if yes)	% of Providers that Satisfy Criteria	Comments
Require Unrestricted State Licensure			
Require Advanced Degree, List Degrees Required			
Review Malpractice Coverage and History			
Require full disclosure of current litigation & other disciplinary activity			
Require Signed Application/Agreement			
Require Current DEA Registration			
Review adherence to state and community practice standards			
On-site review of office location and appearance			
Review hours of operation and capacity			
Review Practice Patterns & Utilization Results			

21. For your network of mental health and substance abuse physicians complete the following table. Check off those elements that are included in the selection process and provide the percentage of network physicians that satisfy the following selection criteria elements.

Criteria for Network Physicians	Standard Selection Criteria (check if yes)	Percentage of Providers that Satisfy Criteria	Comments
Require Unrestricted State Licensure			
Review Malpractice Coverage and History			
Require full disclosure of current litigation & other disciplinary activity			
Require Signed Application/Agreement			
Require Current DEA Registration			
Review adherence to state and community practice standards			
On-site review of office location and appearance			
Review hours of operation and capacity			
Consider Hospital Admitting Privileges			
Require Board Certification			
Review Practice Patterns & Utilization Results			

STAFFING AND PROVIDER CREDENTIALS	
	VENDOR RESPONSE
<p>22. Describe the general credentialing process and minimum criteria for an EAP counselor to be selected as a network provider. Include the minimum required malpractice coverage per individual practitioner, per occurrence. If the process differs by type of provider (i.e., intake phone counselor vs. face to face counselor), please indicate and describe separately.</p>	
<p>23. Describe the general credentialing process and minimum criteria for a physician to be selected as a network provider. Include the minimum required malpractice coverage per individual practitioner, per occurrence. If the process differs by type of provider, please indicate and describe separately.</p>	
<p>24. Describe the general credentialing process and minimum criteria for a mental health facility to be selected as a network provider. If the process differs by type of facility (e.g. mental health facility vs. substance abuse treatment center), please indicate and describe separately.</p>	

NETWORK PROVIDER REIMBURSEMENT

25. Please check off what forms of reimbursement you negotiate with network providers:

<u>Criteria</u>	<u>Fee for Service</u>	<u>Capitation</u>	<u>Salaried</u>
Counselors	_____	_____	_____
Psychiatrists	_____	_____	_____
Psychologists	_____	_____	_____
Other Professionals	_____	_____	_____

Please check off what forms of reimbursement you negotiate with network facilities:

<u>Criteria</u>	<u>Reduced/ Discounted Fee for Service</u>	<u>Per Diem</u>	<u>Capitated</u>
General Hospital	_____	_____	_____
Specialty Hospital	_____	_____	_____
Intermediate Care	_____	_____	_____
Other Facilities	_____	_____	_____

26. If more than one type of arrangement is negotiated for a specific provider type please indicate and explain.

27. For the geographic areas requested, complete the table below with the average negotiated fees as of June 1, 2011.

Area: Kern County

Average Reimbursement/Contractual Fees

CPT Code

90801	_____
90841	_____
90843	_____
90844	_____
90845	_____
90847	_____
90853	_____
90862	_____
90870	_____
90900	_____

28. For the geographic areas requested, provide the average negotiated fees as of June 1, 2011.

Area: Kern County

Inpatient Hospital

Primary ICD-9	Per Diem	Per Admission	Capitation Rate PMPM
293.00	_____	_____	_____
295.70	_____	_____	_____
296.20	_____	_____	_____
300.40	_____	_____	_____
303.00	_____	_____	_____
303.90	_____	_____	_____
304.00	_____	_____	_____
304.90	_____	_____	_____
305.00	_____	_____	_____
305.60	_____	_____	_____

Area: Kern County

Intermediate Care Facility

<u>Primary ICD-9</u>	<u>Per Diem</u>	<u>Per Admission</u>	<u>Capitation Rate PMPM</u>
293.00	_____	_____	_____
295.70	_____	_____	_____
296.20	_____	_____	_____
300.40	_____	_____	_____
303.00	_____	_____	_____
303.90	_____	_____	_____
304.00	_____	_____	_____
304.90	_____	_____	_____
305.00	_____	_____	_____
305.60	_____	_____	_____

29. With regard to network provider reimbursement, what is the average percentage savings (from usual and customary charges) that you achieved in calendar year 2010 for Kern County, by provider type:

Average Percentage Discount from U&C

- Facilities providing full inpatient psychiatric care
- Facilities providing full inpatient substance abuse treatment
- Facilities providing intensive outpatient care
- Board certified/eligible psychiatrists
- Doctoral level psychologists
- Other masters prepared clinicians

30. How do you determine and define allowable charges for non-network providers? Provide the current non-network allowances (in dollar amounts) for the CPT codes listed in question 27.

31. How often are network negotiated fees, capitations and out-of-network allowances updated?

CLAIMS PROCESSING	
	VENDOR RESPONSE
<p>32. With regard to the claim office to be used, provide the following:</p> <ul style="list-style-type: none"> a. Location of office b. Years in operation c. Hours of operation d. Annual claims volume 	
<p>33. With regard to the claim office to be used, please provide the following for the last two calendar years:</p> <ul style="list-style-type: none"> a. Financial accuracy as a percent of total claims dollars paid (include over and underpayments) b. Coding accuracy as a percent of total claims submitted 	
<p>34. The client desires to be billed monthly for claims paid. Are you agreeable to this? If not, please describe in detail your proposed billing arrangement.</p>	
<p>35. How do you avoid duplicate payments of the same claim? If duplicate payments or overpayments are made, what are your procedures for recovery of the overpayments or duplicate payments?</p>	
<p>36. Please explain your COB procedures. Do you pursue COB prospective or retrospective to any payments made? How do you know if there is other coverage? How often are records updated for new information on other coverage?</p>	

UTILIZATION REVIEW	
	VENDOR RESPONSE
<p>37. Describe the utilization review procedures for in-network and out of network claims. Include the EAPs role in the utilization review process.</p> <p>Your answer should address:</p> <ul style="list-style-type: none"> • Pre-certification • Concurrent and Retroactive Review of on-going treatment • Large Case Management • Ability to provide utilization statistics and savings report • UR staff credentials and qualifications • UR staff training programs and monitoring • Appeals process • Systems edits and on-line access to supporting information • Psychiatric and substance abuse precertification • DRG validation <p>For each component noted above be sure to provide:</p> <ul style="list-style-type: none"> • The qualifications of personnel performing the stated task. • The timing requirements of each task • How standards were developed • How information is captured and results are monitored 	
<p>38. Describe the specialist referral process. Include an explanation of how self-referrals are handled (where network specialists are available, and where there is no available network specialist).</p>	
<p>39. Are there any other unique features of your utilization review/management program that you offer? Please describe.</p>	

**EXHIBIT F
REQUESTED SERVICES**

Please indicate your ability to provide these services by completing and including the following grid with your proposal.

<p align="center">REQUIRED SERVICES – EAP</p>	<p align="center">WILL PROVIDE THE REQUIRED SERVICE? “YES” OR “NO”</p>	<p align="center">IS THE COST TO PROVIDE THIS SERVICE INCLUDED IN YOUR FEES QUOTED IN SECTION IV? “YES” OR “NO”</p>
<p>Provide up to three consultations every six months for each employee and each employee’s family members who are enrolled in the County’s health plan</p>		
<p>Provide up to three consultations every six months for each employee and each employee’s family members who are not eligible for the County’s health plan</p>		
<p>Conduct shooting debriefings for the Sheriff’s Department and trauma debriefings for the Fire Department whenever requested by the County</p>		
<p>Respond to any department when requested to provide counseling or employees experiencing a crisis situation while on duty</p>		
<p>Provide immediate group or individual crisis team response debriefings with follow-up planning</p>		
<p>Provide training sessions for the County’s employees, managers and supervisors not to exceed 25 hours per calendar year; training sessions will be determined by the County and may include: training to identify employees needing referral, training concerning the County’s drug and alcohol policy, training regarding the use of the EAP, training as required by the Department of Transportation for employees who perform safety sensitive duties, and other topics as determined by the County</p>		
<p>Provide substance abuse professional services as required under the Department of Transportation programs</p>		
<p>Provide EAP promotion of program posters to be displayed at County work sites; form and content must be acceptable to the County</p>		

REQUIRED SERVICES – EAP (CONTINUED)	WILL PROVIDE THE REQUIRED SERVICE? “YES” OR “NO”	IS THE COST TO PROVIDE THIS SERVICE INCLUDED IN YOUR FEES QUOTED IN SECTION IV? “YES” OR “NO”
Provide brochures for employees in sufficient quantities that describe EAP services; form and content must be acceptable to the County		
Provide at the start of the contract, and once per year thereafter, documents designed to stimulate awareness of the availability of the EAP services and the policies of the County with respect to such services, to be mailed by the vendor to employees; form and content must be acceptable to the County		
Provide quarterly program utilization reports to County detailing usage of services		
Professional services will be provided by degreed, licensed and/or license eligible professionals with a minimum of five years experience in EAP services, counseling, or social work. In no event will services be provided in a manner which violates the licensing laws of the State of California or any other entity with jurisdiction		
<p>Services will be available as follows:</p> <p>a. Office counseling scheduled with 48 hours of the time the employee initially contacts the EAP provider’s office, Monday-Saturday; Monday-Friday from at least 8:00 a.m.- 7:00 p.m. and Saturday from at least 9:00 a.m.- 3:00 p.m.</p> <p>b. Emergency crisis intervention 24 hours per day, including holidays and weekends: crisis line – 24 hour crisis service staffed by professional persons, not mechanical devices; face-to-face – with 2-6 hours</p> <p>c. For employees and their family members out of the immediate Bakersfield area, vendor will provide a toll free telephone number they can utilize for easy access of the EAP services</p>		
Vendor will provide a qualified network of community providers who specialize in treatment and/or resolution of problems presented by the employee or family member and diagnosed by the EAP counselor		
Self-referrals will be monitored by the vendor up to a full year, depending upon the nature and severity of the problem; supervisory referrals will be monitored for six months to one year		
For supervisory referrals, vendor will provide feedback to the referring supervisor to the extent deemed appropriate by the County		
Vendor will provide every person served by the EAP an evaluation form as agreed upon by the vendor and County, allowing a critique of the services provided		

<p align="center">REQUIRED SERVICES – MENTAL HEALTH/SUBSTANCE ABUSE</p>	<p align="center">WILL PROVIDE THE REQUIRED SERVICE? “YES” OR “NO”</p>	<p align="center">IS THE COST TO PROVIDE THIS SERVICE INCLUDED IN YOUR FEES QUOTED IN SECTION IV? “YES” OR “NO”</p>
<p>Perform mental health inpatient psychiatric gatekeeping services consisting of assessing requests for confinements and the continuation or length of confinements begun and promptly approving or denying the confinement</p>		
<p>Assess employees and dependents within 48 hours of a request for substance abuse treatment, to determine the appropriate level of chemical dependency treatment</p>		
<p>Negotiate, make available to the County and direct required mental health or substance abuse treatment to a network of appropriate facilities, providers and other treatment centers that are geographically dispersed in a convenient pattern for the County’s participants</p>		
<p>Review the appropriateness of self-referral for inpatient psychiatric care, facility-based day treatment and diagnosis-specific programs</p>		
<p>Timely advise the employee or family member of the treatment recommended and arrange said treatment with the appropriate provider</p>		
<p>Review each case for medical necessity and appropriateness of both the treatment plan and its proposed duration</p>		
<p>Vendor will work with the treating facility to facilitate discharge planning and arrange for appropriate aftercare</p>		
<p>Provide complete claim paying and record maintenance services, including but not limited to, claims adjudication, the issuing of EOBs to participants, and interface with the County’s medical plan administrator when necessary to determine benefit payments</p>		
<p>Provide quarterly program utilization and paid claim reports and provide estimates of claims incurred but not yet paid</p>		
<p>Maintain records, which include PHI, for seven years and maintain such records in a HIPAA compliant format</p>		

EXHIBIT G

Confidentiality Agreement To Be Used by Entities Responding to RFPs issued by The County of Kern

This confidentiality agreement is between The County of Kern and _____ [Company Name] _____, on behalf of itself and all of its subsidiaries and affiliates, (hereafter “Bidder”) and is executed in connection with various bids that Bidder intends to submit to the County of Kern in response to RFPs issued by the County of Kern.

In order to prepare a responsive bid, Bidder needs to receive certain Client health plan information and data, including individually identifiable health information pertaining to Client health plan participants and beneficiaries, as well as County of Kern Proprietary Information consisting of the RFP questionnaire/RFI specifications and any associated financial spreadsheets (collectively “Proprietary Information”). The County of Kern and Bidder agree that the term “individually identifiable health information” refers to any health information that is not “de-identified,” as defined in 45 C.F.R. Section 164.514(b)(2). The County of Kern agrees to provide the necessary Proprietary Information in connection with this RFP, and Bidder agrees as follows:

1. Bidder will use this Proprietary Information only for the purpose of preparing Bidder’s response to the RFP.
2. Bidder agrees that only those individuals employed by Bidder who have a need to know this information to prepare a bid and have been made aware of the terms of this Agreement and have agreed to abide by its terms will have access to the Proprietary Information provided by the County of Kern (“Bidder’s Representatives”).
3. Neither Bidder nor any of its Representatives will disclose the Proprietary Information to any person or entity outside of Bidder, unless such a disclosure is: (a) necessary to prepare a bid and the recipient first executes a confidentiality agreement with provisions equivalent to this one; or (b) required by law.
4. Bidder agrees to use commercially reasonable efforts to maintain the security of the Proprietary Information.
5. Bidder will return the Proprietary Information to the County of Kern or destroy it upon completion of the bid process if such return or destruction is feasible. If Bidder determines that return or destruction of some or all of the information is not feasible, Bidder agrees to: (a) inform the County of Kern of the specific reason(s) that make return or destruction not feasible; (b) extend the protections of this Agreement to any retained information for as long as Bidder retains it; and (c) limit further uses or disclosures to those that make the return or destruction infeasible.
6. Bidder will report to the County of Kern any use and/or disclosure of Proprietary Information that is not permitted by this Agreement.
7. Bidder shall regard and preserve as confidential all Proprietary Information that has been or may be obtained by Bidder in the course of any bid, whether Bidder has such information in Bidder’s memory, or in writing or in other physical form. Bidder shall not, without written

authority from the County of Kern, use any Proprietary Information for Bidder's benefit or Bidder's purposes, either during the bid process or thereafter.

8. With respect to each RFP and the Proprietary Information disclosed in connection therewith, the obligations of Bidder assumed in this Agreement shall continue beyond the completion of the bid process.
9. Bidder shall and does hereby indemnify, defend and hold harmless the County of Kern and County's Board of Directors and employees from and against any and all claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties, and reasonable attorney fees and costs, that the County of Kern may incur or suffer and that result from, or are related to, any breach or failure of Bidder and Bidder's Representatives to perform any of the representations, warranties and agreements contained in this Agreement that pertain to individually identifiable health information.
10. Bidder recognizes that any breach of the covenants contained in this Agreement would irreparably injure the County of Kern. Accordingly, the County of Kern may, in addition to pursuing its other remedies, obtain an injunction from any court having jurisdiction of the matter restraining any further violation and no bond or other security shall be required in connection with such injunction.
11. If any of the provisions herein become invalid or are declared invalid, such determination of invalidity as to the clause(s) shall not affect the other provisions of this Agreement. If any provision of this Agreement should be held invalid or unenforceable, the remaining provisions shall be unaffected by such a holding. If any provision is found inapplicable to any person or circumstance, it shall nevertheless remain applicable to all other persons and circumstances.
12. This Agreement shall be binding upon the County of Kern and Bidder and their respective successors, assigns, heirs, executors and administrators.
13. This Agreement contains the entire understanding of the parties hereto and supersedes all previous communications, representations, or agreements, oral or written, with respect to the subject matter hereof. No failure to exercise nor any delays in exercising any right or remedy hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right or remedy. Neither this Agreement nor any of its provisions may be amended, supplemented, changed, waived or rescinded except by a written instrument signed by the party against whom enforcement thereof is sought. No waiver of any right or remedy hereunder on any one occasion shall extend to any subsequent or other matter.
14. This Agreement shall be governed by and construed in accordance with the laws of the State of California applicable to contracts made on and performed within the California. Any action to enforce this Agreement shall be brought in State of California, County of Kern.

Intending to be legally bound, the Parties have executed this Agreement.

Intending to be legally bound, the Parties have executed this Agreement.

The County of Kern

Bidder

Signed: _____

Signed _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____