



COUNTY OF SUMMIT REQUEST FOR PROPOSAL

FOR EMPLOYEE ASSISTANCE PLAN AND DRUG AND ALCOHOL TESTING SERVICES

**County of Summit
Department of Insurance and Risk Management
175 South Main Street, Room 103
Akron, Ohio 44308**

Russell M. Pry, Summit County Executive

April 2008

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Forms

- A. Declaration of Personal Property Tax Delinquency
- B. Equal Employment Opportunity ("EEOC") Compliance
- C. Qualifications Statement
- D. Sample Notice of Award
- E. Sample Professional Service Agreement
- F. Vendor References Form
- G. Pricing
- H. Affidavit in Compliance with Section 3517.13 of ORC

Exhibits

- EAP: 2005-2007 utilization reports
- Drug/Alcohol Testing: 2005-2007 management summary reports

Section I

Introduction and Background

The County of Summit is requesting proposals to match or enhance coverage for their employees through the Employee Assistance Program. The current EAP contract ends on August 31, 2008. The County is also requesting proposals for Drug and Alcohol testing services. This contract ends on August 31, 2008 as well.

Both contracts will commence on or about September 1, 2008. The contracts will include the option to renew for two additional one-year periods, upon mutual agreement. The selected vendor(s) shall be compensated on a fee-for-service basis, and shall not receive any other remuneration from any other source for the performance of services under the Contract.

The current vendor for EAP services is EASE@Work. EASE currently provides a local individual to support the County with their program. The County of Summit is willing to entertain proposals from both regional and national vendors. The "key" is a strong local presence and a team approach to support the County. The EAP should provide employee and employer services. Reporting capabilities are equally important. The selected EAP has to be able to provide timely reporting on employer referrals, their disposition and the employee's ability to be "fit for return to work". This information has to be provided to the County at an aggregate and detailed level.

The current Drug and Alcohol testing services provider is MEDGroup-ZENZA. MEDGroup-ZENZA is responsible for all testing services listed in the Codified Ordinances of the County under 169.28, Substance Abuse Prevention Policy. A copy of the ordinance is attached and lists all types of testing that will be required of the vendor.

Section II

Objectives

The selected vendor will be expected to work together in a mutual partnership with the County of Summit to ensure the achievement of these objectives and administer the program in accordance with the specific needs of the County of Summit.

- A. Duplicate and/or enhance the current benefits as described in the Exhibits.
- B. Secure multi-year rate guarantee(s).
- C. Ensure that the services provided will meet the standard requirements set forth by the County.
- D. The service/account representative must be a direct contact with your home office on the County's behalf to handle any problems that may be difficult to resolve.
- E. Meet all reporting objectives.

Section III

Proposal Requirements and Format

To ensure consistency, proposals must conform to the following format:

I. Cover Letter

II. Table of Contents

III. Sections

A. Introduction – This section should contain your understanding of the County's goals and objectives.

B. Background / Qualifications – To determine ability to perform the services described in the proposal and as a partial measure of demonstrated effectiveness, County of Summit requires an updated Statement of Qualifications. The statement should include information regarding the firm's history and experience.

Please complete the attached Qualifications Statement for Professional Services (*Form C*) and provide appropriate resumes or brochures. Please provide the name of a contact person regarding contractual matters. The proposal should include the name of the state in which the Company is incorporated.

C. Program Implementation – Describe, in narrative form, your plan for implementing the program(s) as described in this RFP. Modifications of the scope of work are permitted only upon approval by the County Executive. No outsourcing is permitted.

D. Cost - Provide a cost proposal for all services outlined. All services should be bundled under one cost. If there are any services offered at an additional fee, and that are not required in the RFP, such services and fees must be clearly stated. County of Summit is exempt from all sales, excise and transportation taxes except State of Ohio gasoline tax. The unit prices for the packages will be exclusive of all such taxes and will be so construed.

E. References – Please complete the attached Vendor Reference Form (*Form F*). These references should include other entities, preferably governmental, where you have performed, or are currently performing this type of program(s). You should include the name and address of reference, contact person, telephone number, dates when the project/program was performed, and dates of completion of service.

F. Additional Information – This section should include any additional information you feel necessary to evaluate your proposal/service.

G. Required Forms –

- a) Declaration of Personal Property Tax Delinquency
- b) EEOC Compliance
- c) Qualification Statement for Professional Services (if not filled out within the last year)
- d) Sample Notice of Award (Provided as a sample only.)
- e) Sample Professional Services Contract (This is included as a courtesy to give an example of what the County of Summit's contracts may or may not include. Contracts will be modified to conform to the specifications outlined in the Scope of Work.)
- f) Vendor Reference Form
- g) Pricing
- h) Affidavit in Compliance with Section 3517.13 of ORC
- i) Copy of unexpired Certificate from the State of Ohio Bureau of Workers' Compensation
- j) Copy of your professional liability insurance policy
- k) Current Annual Report or completion of a financial certification
- l) W-9 vendor identification form

H. Miscellaneous

- 1. The name of the Company or agency making this proposal shall be stamped or typed on each page of the proposal.
- 2. Any material submitted with the proposal will become the property of the County of Summit unless otherwise requested at the time of submission. Any material that is to be considered as confidential in nature must be so marked.
- 3. County of Summit reserves the right to refuse to review and classify those proposal documents that are not typed or those proposals that are received after the proposal deadline. Further, County of Summit reserves the right to refuse to review proposals if three (3) completed proposals are not submitted.
- 4. Please do not bind proposals.
- 5. Three (3) copies of the proposal will be received until 2:00 p.m., EST, May 1, 2008 at the office of the:

County of Summit, Department of Insurance and Risk Management
Attention: Michelle Smith, Benefits Administrator
175 South Main Street, Room 103
Akron, OH 44308

*Please be sure to mark proposal clearly:
County Of Summit Request for Proposal
For Employee Assistance Plan and Drug and Alcohol Testing Services*

Management Decision, Submission to Board of Control, and Vendor Notification will take place Mid- June. Anticipate contract execution in July and implementation to begin in August.

Section IV CONDITIONS

1. The County specifically reserves the right to reject any and all proposals, and to accept other than the lowest priced proposal if it considers any alternate proposal more responsive.
2. This RFP does not commit the County to award any contracts, to pay any costs incurred in the preparation of the proposal under this solicitation or to procure or contract for any services or supplies.
3. County of Summit assumes ownership of all proposals submitted and reserves the right to select or reject any or all proposals received as a result of this solicitation, to negotiate with all qualified sources, and/or to cancel in part or in its entirety this RFP if it is in the best interest of the County.
4. All licenses required by the State of Ohio and/or local community, if any, necessary to perform this contract must be obtained prior to submitting this RFP.
5. No proposal will be accepted from or contract awarded to any person, firm, corporation, or other entity that is in arrears or in default to the County upon any debtor contract or that is in default as surety or otherwise upon any obligation to the County or that has failed to perform faithfully any contract with the County.
6. No reports, summaries, letters, or other documents prepared with respect to the engagement will be released without approval except as required by state or federal law.
7. No officer, member, or employee of County of Summit will participate in any decision relating to the Agreement that affects his personal interest or relating to any Agreement in which he has a personal or pecuniary interest, direct or indirect, either in the contract or in the proceeds.
8. The Request for Proposal, the Proposal, the information contained in the Proposal and any written documents supplementing, amending, or incorporating the Proposal represents the entire and integrated Agreement between the Company and the County and supersedes all prior negotiations, representations, or agreements, whether oral or written. The Contract may be amended only by written agreement of the Company and the County.

NOTICE OF AWARD

The Company to whom the contract is awarded will be notified by phone and mail and will be required to sign a contract with the County.

ADDITIONAL TERMS

A. TIME

1. **Duration** – The term of the contract shall run from the date of its execution until completion of the required specifics of the proposal unless otherwise specified in the contract. In no event shall the Company begin services more than one (1) week from the date the contract is awarded.
2. **Time of the Essence** – Time is of the essence with respect to all matters set forth in the contract.

B. BILLING

The Company shall submit billings on a monthly or quarterly basis after the contract has commenced for services provided. For each billing, invoice(s) with the original signatures shall be submitted to the Department of Insurance/Risk Management, ATTN: Keith Clark, 175 S. Main St., Room 103, Akron, Ohio 44308. All invoices must certify that all amounts billed as set forth therein are properly due and payable for the work performed by the Company. The Company agrees that the County is not liable for any amount for additional work performed without prior notice and approval.

C. INSPECTION OF TIME AND WORK RECORDS

The County Executive or designated representatives may inspect the records and working papers of the Company to determine the validity of billings before the invoices are approved. Adequate records shall be maintained by the Company to support all billings. Such records must be retained for three (3) years following final payment under the contract.

D. COUNTY CONTACT

All correspondence and other communication with the County with regard to the RFP, professional services provided, and pursuant to the contract to be entered into shall be directed to:

County of Summit, Department of Insurance and Risk Management
Attention: Michelle Smith, Benefits Administrator
175 S. Main Street, Room 103
Akron, Ohio 44308
(330) 643-2369 or msmith@summitoh.net

E. CONFIDENTIALITY

All matters relating to the contract shall not be discussed with anyone other than the County Executive or persons expressly authorized by the Executive.

F. AGENCY REVIEW

1. County of Summit reserves the right to request further information, documentation, and data for use in subsequent contract negotiations.
2. County of Summit reserves the right to make all documents submitted in response to this solicitation available for public review and inspections.

G. CANCELLATION OR BREACH

Any contract entered into pursuant to this RFP may be terminated by mutual agreement of the parties. In the event of termination by mutual agreement, the Company shall be compensated for services rendered.

If the Company fails to fulfill in a timely and proper manner its obligations under any such contract, it shall constitute a material breach, and the County shall have the right to terminate immediately the contract upon written notice to the Company specifying the effective date of termination. In the event of termination all property, finished and unfinished documents, data, studies and reports prepared by the Company, become the County's property.

The Company shall not be relieved of liability to the County for damages sustained by virtue of any breach of contract by the Company. The County shall have their right to withhold any payment to the Company for the purpose of setoff until such time as the exact amount of damages due the County is agreed upon or is otherwise determined.

H. SUBCONTRACTING

No subcontracting of any portion of the work or assignment of the contract shall be made without the written approval of the County.

I. INDEMNIFICATION

The proposing Company will indemnify and hold harmless the County and its respective officers, agents, and employees from and against all suits or claims that may be based upon any injury to persons or property arising out of an error, omission, or negligent act of the Company or its subcontractors; and the Company will, at its own expense, defend the County, the County Council and the Executive Office, their officers, agents and employees in all litigation; pay all attorneys fees, damages, court costs, and other expenses arising out of such litigation or claims incurred in connection therewith; and shall, at its own expense, satisfy and cause to

be discharged such judgments as may be obtained against the County or any of its officers, agents, or employees pursuant to such litigation, and the County Executive's Officer or any of its officers, agents, or employees pursuant to such litigation.

Section V - EAP Questionnaire

Organization Structure

1. What is the contact information for your parent company? (Name of Owner and/or CEO, Address, Phone)
2. Is this organization owned, operated by, or affiliated with any health care companies or health care facilities?
3. Please provide the annual report and/or financial statements for the previous fiscal year and the current year-to-date.
4. Please provide a brief description of your organization. Please address the following:
 - Organization structure
 - Total number of employees
 - Private or publicly held
 - Years in Employee Assistance Administration
 - Information on acquisitions and mergers that have taken place within the most recent three years as well as acquisitions and mergers currently pending.
5. Provide the career profiles of all professional staff that will be directly responsible for the day to day servicing of the County, including initial assessment and counselors. Include an organizational chart and similar biographies for the staff involved in the sales and service with the County. Where are each of these individuals located? Do you maintain staff at this location to assist County participants who speak another language other than English as a primary language?
6. Please complete Form F for three current client references for EAP, which are of a similar size to the County and two companies who have terminated your services in the last two years.
7. Briefly describe all lawsuits that are pending / filed against the proposing company over the last three (3) years.

General

1. How many total groups does your organization work with and how many employees does this represent? Please report employer groups located in Summit County and national totals separately.
2. Does your organization maintain a \$5,000,000 minimum amount of professional liability insurance? What are the annual aggregate policy limits and self-insured retention? Do all providers maintain a \$1,000,000 minimum amount of professional liability and medical malpractice insurance? If you require a higher minimum amount, please explain in detail.
3. Provide detailed information regarding any services, which are subcontracted other than therapists and counselors.
4. Provide a copy of a sample contract.
5. Describe the key components that distinguish your services from any other EAP plan. Provide a specific example where your organization has improved the delivery of EAP, citing specific results to prove the point.
6. Is your program accredited by any external review organization?
7. What is your average participation rate for your current book of business?

Underwriting

1. Do you agree to all contract conditions in the scope of work? Will you agree to administer the plan exactly as it is outlined in this RFP? If not, explain.
2. Will you guarantee your rates for three years?
3. Which of the following can you provide to assist the County with open enrollment/member communications? What, if any, additional cost would the County incur for such services?
 - a. Home mailing – plan design overview, welcome letter, other?
 - b. Web site – provider listings, customer service number, other?
 - c. What kind of other communication vehicle can you provide to market your plan?
4. Can your EAP provide performance guarantees on implementation?
5. Indicate the most recent ratings for your organization:

	Rating	Date
Standard & Poor	_____	_____
Duff & Phelps	_____	_____
A.M. Best	_____	_____
Moody's	_____	_____

Plan Design and Services

1. Will you administer the plan as outlined in the EAP description? If not, please explain the changes you would require and the reasons for them.
2. Describe your organization's assessment and referral services, specifically outlining the procedures utilized.
3. List and define all conditions that are covered by the EAP, i.e. alcohol and chemical dependency, family counseling, serious mental illness, etc. Specify any and all exclusions or limitations on conditions covered.
4. What is your standard wait time for in-network triage and assessment, crisis counseling, urgent care and routine care?
5. What is your treatment protocol for crisis intervention? What resources and treatment options will be available to employees in the event of a crisis?
6. What is the procedure if a therapist or clinician does not demonstrate progress in treatment of a disorder?
7. In general, how are recidivism (chronic relapse) rates in treatment programs evaluated and acted upon within your organization?
8. Describe your process for monitoring and administering coordination of benefits with mental health providers covered under employee's health benefits.
9. Describe any website self-service capabilities available under the contract for the employer or employees.
10. What services in your organization prepared to provide for critical event debriefings and trauma counseling?
11. What services and training/workshops can you provide the County for promotion of mental wellness and prevention of mental health problems and substance abuse? This includes but is not limited to supervisory training of County employees to identify, document and refer substance abuse cases for proper treatment? What is the cost, if any, of these services?
12. Describe your assessment process when determining if/when an employee is "fit for duty".
13. Will you provide a dedicated service representative to administer and monitor management referrals for status and compliance?

Network and Staff Capabilities

1. Describe the quality assurance aspect of your organization. Who is responsible and what areas are systematically reviewed? Discuss the process and consequences. How is consumer satisfaction measured and reported to the County?
2. Explain your program for ongoing training of staff in the assessment and review areas.
3. How are providers selected and screened for proficiency in their specialty and what is the average experience level of the various behavioral health professionals?
4. Explain your method for periodic review of relevant state and national credentials.

- a. Please list the minimum level of education and experience of the EAP staff.
 - b. List the number of providers that have been terminated with cause from EAP networks in the past three years.
 - c. List the number of providers who left voluntarily.
5. Please provide your network directory for Summit County by specialty and office address.
6. Please break out the number of full time EAP providers with the following professional designations:
 - a. M.D. Psychiatrist
 - b. Masters Level Clinical Social Worker
 - c. Ph.D. Psychiatrist Worker
 - d. Masters Level Psychologist
 - e. Masters Level – Other
 - f. Other Licensed Counselors
7. Identify the location of your primary offices that will provide telephone assessment services for the County. Will you provide a toll-free telephone number for assessment? What is the average hold time and abandonment rate? How long has this office been operational?
8. Are professionals compensated on a per diem basis, discount from average billed charges or some other method? Describe in detail, noting any differences by provider type. Do you have any special financial arrangements with providers in the event of relapse or reoccurrence for the condition treated?
9. Describe the customer service philosophy and standards of your provider panel.
10. How will you provide access to care for out-of-area dependents?
11. Do you have any accreditation with an independent review organization as a behavioral health plan?
12. What is the total number of lives you have had under contract during each of the past three years: 2005, 2006 and 2007.

Implementation

The implementation of the requested benefits is critical from an employee relations standpoint. Detailed responses are essential.

1. Describe the members of your team who will be involved in the implementation and what activities they would be responsible for should you be awarded the account.
2. Please provide in table form, a calendar of dates for completion of each activity assuming the County identifies its preferred contractor by August 1, 2008. Please indicate on that timetable if there are any critical dates, which you feel must be met in order to keep the implementation on schedule.
3. Will you provide a Dedicated Member Services Team to handle inquiries related to the County's plan?

4. How will you help the County with employees who are in the middle of treatment?
How will those employees be transitioned?

Reporting Capabilities

1. What type of internal reviews do you conduct for quality assurance and fraud detection purposes?
2. What specific data is stored within the computer database that can be released to third parties for independent confidential evaluations?
3. What mechanisms are in place to maintain confidentiality throughout the process?
4. Are you currently equipped to provide quarterly reports to the County showing number of calls, number of telephone assessments, number of in-office sessions, and number of referrals analyzed by general demographic and clinical categories? Can this be provided on a quarterly basis showing monthly breakdowns? How soon after the quarter would the County receive the report?
5. Can your organization provide demographic analysis by employee, spouse and child by clinical categories?
6. Provide examples of your quarterly reports that demonstrate the effectiveness of your program, patient tracking and utilization. Can such reports be broken down by department?

Section VI - Drug & Alcohol Testing Questionnaire

General

1. What is the contact information for your parent company? (Name, Address, Phone)
2. Is this organization owned, operated by, or affiliated with any health care companies or health care facilities?
3. Please provide the annual report and/or financial statements for the previous fiscal year and the current year-to-date.
4. Please provide a brief description of your organization. Please address the following:
 - Organization structure
 - Total number of employees
 - Private or publicly held
 - Years in Drug & Alcohol Testing Administration
 - Information on acquisitions and mergers that have taken place within the most recent three years as well as acquisitions and mergers currently pending.
5. Provide the career profiles of all professional staff that will be directly responsible for the day to day servicing of the County. Include an organizational chart and similar biographies for the staff involved in the sales and service with the County.

Where are each of these individuals located? Do you maintain staff at this location to assist County participants who speak another language other than English as a primary language?

6. Please complete Form F for three current client references for Testing, which are of a similar size to the County and two companies who have terminated your services in the last two years.
7. Briefly describe all lawsuits that are pending / filed against the proposing company over the last three (3) years.
8. Do you and your providers maintain a minimum of \$1,000,000 of professional liability and medical malpractice insurance?

Services

1. Does your company offer on-site testing services? If so, please provide details to the on-site program including number of units and hours available.
2. Describe the range of services offered by the local office.
3. Describe the capability of tracking the samples.
4. Describe experience in performing drug testing for governmental entities.
5. Describe the procedures of the proposer for ensuring quality control and confidentiality of information obtained from clients.
6. Provide samples of available reports.

Network and Staff Capabilities

1. Please identify the team, including the specific role each team member will have, that will be responsible for providing the required services.
2. Please list all certification requirements of drug and alcohol technicians/collectors providing services to the County.
3. Please list all subcontracted services including laboratories and medical reviewers.
4. Please submit resumes for each manager and supervisor to be assigned to the team.
5. Identify the specific individual who would serve the County on a day-to-day basis as a primary point of contact and be responsible for the work product of the proposer.
6. Please provide a complete list of contracted collection sites in your network.

EAP Scope of Work

Current Benefit Structure at a cost of \$18 per employee per year:

Employees:

1. Each employee and each family member is eligible for six in-person counseling sessions per issue per year.
2. Each employee is eligible for 30 minutes per issue of legal consultation with an attorney. Beyond 30 minutes, a 25% discount on fees is available.
3. Each employee is eligible for up to one hour of financial planning services per year.
4. 24 hour counselor availability.
5. Referral services to community, childcare, or eldercare resources.

Supervisors:

1. Unlimited consultation with EASE clinical/professional staff for HR and supervisory staff.
2. Compliance monitoring and reporting for performance-based referrals.
3. Return to work assessments.
4. Comprehensive assessments, referrals to appropriate treatment, monitoring and reporting of compliance for positive drug screen referrals.

Programs:

1. Staff orientations at no additional cost.
2. Newsletters and tip sheets for supervisors and employees for no additional cost.
3. Health fair participation for no additional cost.
4. Critical incident services. Immediate deployment of personnel during traumatic or life-threatening events at the workplace. Cost is \$280 per hour.
5. Utilization review and trend analysis for no additional cost.
6. Training and/or on-site work-life seminars. First six one hour seminars are free; 7-12 are \$100 each. Organizational trainings start at \$150 per hour and may vary depending upon consultant expertise.

Drug and Alcohol Testing Scope of Work

Current Testing Fees (Rates were good for 2005 – 2008.):

Urine Drug Screen at third party clinic or collection site	\$49.00 each
Urine Drug Screen at LabCorp Patient Service Center	\$39.00 each
Breath Alcohol at third party clinic or collection site	\$30.00 each
Post Accident Response Fee	\$120.00
Hourly Rate	\$90.00
Mobile Urine Drug Screen	\$59.00 each
Mobile Breath Alcohol	\$29.00 each

Testing Types:

Pre-employment (Safety Sensitive Jobs only as of July 2007.)
Random (CDL and Safety Sensitive Jobs only)
Reasonable Suspicion
Post Accident
Return to Work
Follow-up