

Request for Proposal

STATE OF CALIFORNIA

CALIFORNIA DEPARTMENT OF HUMAN RESOURCES
BENEFITS DIVISION
EMPLOYEE ASSISTANCE PROGRAM



Employee Assistance Program

Effective Date: July 1, 2015

Quote Due Date: November 7, 2014

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CA Insurance Lic. 0H18131

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I. Letter of Authorization

A letter is on file authorizing Barney & Barney, a Marsh & McLennan Agency LLC Company (Barney & Barney) to conduct this Request for Proposal on behalf of the State of California, Department of Human Resources. A copy of the letter is available upon request.



Benefits and Training Division
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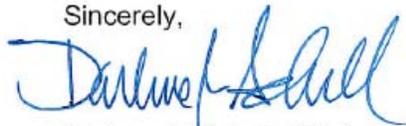
September 15, 2014

To Whom It May Concern:

This letter authorizes Barney & Barney, a Marsh & McLennan Agency LLC Company (Barney & Barney), License No. OH18131, to act on behalf of the State of California, Department of Human Resources as its representative in conducting a Request for Proposal (RFP) for the Employee Assistance Program. This program is provided to active state employees and their eligible dependents.

Please cooperate and provide Barney & Barney with any and all information they may require to complete this RFP process. All questions or concerns related to this process should be directed to Barney & Barney at (510) 273-8888.

Sincerely,



Darlene J. Schell, Chief
Benefits and Training Division

II. Introduction

The State of California, Department of Human Resources (CalHR), administers an Employee Assistance Program (EAP) to a population of approximately 210,000 state employees and approximately 331,000 dependents in over 300 agencies, boards, commissions, departments, institutions, and facilities throughout the state.

For the purposes of this Request for Proposal (RFP), the term “the state” and “CalHR” may be used interchangeably, and so shall “Bidder” and “Contractor”. In addition, the term “department” is defined as agencies, boards, commissions, departments, institutions, facilities, or other subdivisions of the state participating in the EAP master agreement.

CalHR has authorized Barney & Barney, a Marsh & McLennan Agency LLC Company (Barney & Barney) to act on its behalf and conduct a RFP to determine eligible companies who could provide these services to the state.

A. Purpose

The key objective of RFP 500-14-01 is to seek proposals from qualified EAP Bidders who can:

- Provide high quality EAP coverage and duplicate the required benefits structure and service capabilities being delivered under the contract.
- Deliver a provider network that can appropriately serve the geographic locations of state employees and their dependents nationwide.

Bidders should understand that, due to collective bargaining, any modification to the current benefits structure must be approved by CalHR, and it is the intent that the current level of EAP coverage will not be reduced or enhanced.

As an agent of the tax payers of California, the state feels a strong responsibility for making prudent purchases of all services, including the benefits of employees of the state.

The state strives to maintain long-term contract relationships with its Bidders. The state’s philosophy is to develop long-term partnerships based on the development and maintenance of common interests, concerns, and goals. The state views its outside Bidders as key members of the team and requires that each Bidder work closely with the state to maintain close ongoing communications.

B. General Information

CalHR provides EAP services through a master agreement to state employees and their dependents. State departments that wish to contract for EAP services may obtain those services through a CalHR-sponsored master agreement. For departments participating in the master agreement there are two aspects of EAP services. The first covers basic EAP benefits provided to employees and their dependents. The second covers the Fee-for-Services portion for services that are not covered by the master agreement and are departmental specific such as critical incident stress debriefings, specialized orientations, training services, etc.

Managed Health Network (MHN), a subsidiary of HealthNet, Inc., is the current state EAP vendor, and is under a contract which expires June 30, 2015. CalHR is responsible for the general administration of the program.

C. Program Overview

The state’s EAP provides for assessment, short-term counseling, and referral services for a wide range of needs such as family and marital issues, emotional, personal, and stress concerns, financial and legal matters, alcohol and drug abuse, and dependent (elder and child) care. Currently, there are three levels of counseling services. The number of counseling sessions available for the employee and their dependents is based upon the employee’s employment category (i.e., collective bargaining identification code).

The state's EAP can be accessed in three ways. Below is a breakdown of the three methods for those employees that self-reported (10 percent of those surveyed did not respond):

1. The most popular method is a self-referral, which makes up approximately 86 percent of the state's utilization. The self-referral allows for employees and family members to call the toll-free number directly and request EAP services.
2. The second method is a supervisory recommendation, which equates to approximately one percent of the state's utilization. This is an informal suggestion from a supervisor for an employee to use the EAP services. The informal referral is usually made when the supervisor senses that an employee is struggling with a personal issue or perhaps the employee has asked the supervisor for help in solving an issue.
3. The third method is a formal management/supervisory referral, which makes up approximately three percent of the state's utilization. This is utilized when there are job performance issues (i.e., the employee's work performance has shown a pattern of decline) and the supervisor is formally referring the employee to EAP. Although the supervisor can formally refer an employee, program participation is strictly voluntary and the employee is not required to use EAP.

III. Mandatory Business Requirements

A. Licensing and Experience

At a minimum, a qualified EAP Bidder is one who:

1. Is licensed to do business in the State of California.
2. Has a minimum of five years' experience delivering comprehensive employee assistance programs to major employer clients similar in size and scope to the State of California.
3. Has a broad network of qualified EAP service providers across all areas of California and nationwide.
4. Has experience working with law enforcement, protective service, public safety, and fire agencies.
5. Is in strong financial condition.
6. Is licensed to provide EAP services by the Department of Managed Health Care under the Knox-Keene Health Care Services Plan of 1975 and subsequent amendments.
7. Is prepared to demonstrate a level of experience and success commensurate with the expected outcomes of the program. The Bidder, and any proposed subcontractor(s), must have experience in providing all services specified in the bid.
8. Is registered with the Secretary of State to do business in the State of California.
9. Is fiscally sound and has experience providing dependent care resources and referral services to clients and providing a level of service comparable to the size (i.e., approximately 541,000 members) of the State of California's account.
10. Has experience providing EAP assessment, short-term counseling, and referral services to clients who reside in major metropolitan and rural locations. The Bidder must be able to provide these services on a statewide basis, as well as nationwide where state employees and their dependents are located. Experience, if any, with public employers is highly desirable and should be described.
11. Has experience in developing marketing and outreach and be capable of distributing outreach materials to state employees.
12. Has experience in serving a culturally diverse work force.
13. Must demonstrate their ability to provide high quality customer service (service that is courteous, prompt, resourceful, and accessible) to state employees.
14. Will be required to attend an annual Stewardship Meeting at CalHR. Bidder will provide a retrospective analysis of the services provided for the last year and a prospective forecast of the EAP market place and trends/issues that will most likely effect the state for the coming year.

B. System and Administrative Requirements

The Bidder's EAP program must have a clear organizational and administrative structure to support the state's administrative requirements:

1. A state owned, toll-free telephone number must be in service 24 hours per day, seven days a week, including holidays. Telephone services must provide a TTY number for the hearing impaired at no cost to the caller and translation services for non-English speaking callers. The Contractor shall ensure that there is an effective alternative telephone system in place in the event the phone service for the toll-free number is disrupted. If disruption occurs, the state must be notified immediately and apprised of any impact on state employees.
2. The Bidder must ensure that state employees and their dependents obtain services nationwide from qualified and appropriately licensed professionals and clinicians.
3. There must be a fully automated system for statistical reporting:
 - a. The Bidders will comply with the required standards of the Health Insurance Portability and Accountability Act (HIPAA) of 1996 (Reference Public Law 104-91, Dated August 21, 1996).

IV. Request for Proposal Schedule of Events

A. Time Schedule

Please provide five hard copies, and one soft copy of your proposal by November 7, 2014, to the attention of:

Endeliza Hampton
Barney & Barney, a Marsh & McLennan Agency LLC Company
1999 Harrison St., Ste. 1230
Oakland, CA 94612

All questions should be directed to Endeliza Hampton via email: ehampton@barneyandbarney.com by, October 3, 2014. Responses to all questions will be gathered and distributed to Bidders by October 17, 2014.

We intend to adhere as closely as possible to the following schedule:

Action Steps	Timing
Requests for quotations e-mailed to Bidders	September 23, 2014
Bidder questions due	October 3, 2014
Question responses distributed to Bidders	October 17, 2014
Bidder proposals due	November 7, 2014
Analysis of proposals presented to state and selection of finalists	Week of December 8, 2014
Finalist presentations at CalHR offices	Week of January 5, 2015
On-site visit and finalist negotiations (optional)	Optional
Intent to Award Notification	January 16, 2015
Contract Awarded	January 23, 2015

V. Proposal Submissions

A. Bid Instructions

Proposals are due at 5 p.m. (Pacific Standard Time) on Friday, November 7, 2014, at Barney & Barney's Oakland, California office. Please submit five original hard copies and one soft copy of your proposal.

When responding to the financial section of the proposal, Bidders must use our quotation response sheet for all rate responses. A quotation response sheet has been provided for these responses.

All rate responses are to include brokerage compensation of \$25,000 in year one and \$10,000 for each additional year. Broker compensation should be paid in a lump sum within the first three months of each contract year.

The contract will be for five years, with the option to extend up to a maximum of three additional years after the initial five-year period. The state will be open to considering longer term rate guarantees, such as six, seven, or eight years, spanning the length of the entire contract.

Please complete the questionnaire in full but keep all answers as brief as possible.

If any information in your proposal is proprietary information, please include a separate sheet behind the cover letter that lists what items/pages are proprietary.

B. Questionnaire

Please respond to the following questions in a clear and concise manner.

1. Responder Information

Your company's responses to the following will be used to evaluate whether you meet the mandatory "Licensing and Experience Requirements" Section III, A.

- a. Firm name, address, telephone number, fax number, ownership and business structure; and name, title, and phone number of contact person for further clarification regarding this market study.
- b. The location of your company's headquarters and location of other offices where company work activities occur. State the names and titles of corporate officers and other authorized representatives of your company. Give a brief summary of their management experience and qualifications.
- c. Identify if the state will be assigned a dedicated or designated account manager. The state defines dedicated as a seasoned account manager who is assigned exclusively to the state's account, and a designated account manager is shared with other clients.
- d. Fully describe the proposed account management model/structure to support the state.
- e. Provide a narrative of the proposed project team, its members, and structure along with an organizational chart identifying the key employees who will be assigned to accomplish the work required by this RFP. Illustrate the lines of authority, and designate the individual(s) responsible for the completion of each service and deliverable of the RFP.
- f. Provide a personnel roster listing the names of key employees who the Bidder will assign to perform duties or services required by this RFP along with the estimated number of hours that each individual will devote to that performance. Attach biographies for each of the employees listed. The biography must detail the individual's title, length of time with Bidder, education, current position, and employment history.
- g. The name and title of the Bidder's representative who will be responsible for ongoing consultation to CalHR staff on issues concerning employee eligibility, customer services, and complaints. Please provide office locations, work hours, telephone numbers, and detailed resumes (if different from the person named in section c above).
- h. A detailed plan of how your company will service this account. Identify the key staff members and marketing staff/agents involved, along with their office locations, work hours, and biographies. If additional staff will need to be hired, identify timeframes for these hires.
- i. Provide the number of people employed by your company, by location, including a separate listing of your provider panel of clinicians and licensed professionals by location.

- j. Provide the addresses of the office(s) servicing the state's account. Include the location(s) of the administrative services and intake call centers. Describe the administrative services that will be provided by these office(s).
- k. Provide the number of years your company has been providing EAP services and list former business names since the commencement of your business. Provide the number of years your company has been providing assessment, short-term counseling, and referral services through an employee assistance program in California and nationwide. If nationwide service is not provided, list the locations outside of California where services are in operation and the number of years provided.
- l. Provide the total number of your currently active employee assistance program contracts. Include the number of covered employees. Identify and list the number of employee assistance program contracts with public and private sector employers, stating the number of covered employees in each of these categories.
- m. Provide a copy of your company's financial statement covering the last three years, and certified by an independent CPA firm. If this information cannot be provided, an explanation for this omission should be included in this proposal. If your company is a subsidiary of, or owned by, another corporate entity, a copy of its last financial statement must also be submitted with your company's proposal.
- n. If the use of subcontractors is necessary for this project, each subcontractor must be identified, along with the work to be performed.
- o. Describe your company's experience in marketing employee assistance program services to employers. For example, describe how your company would market the State of California's EAP to employees and their dependents, including ongoing marketing to maintain or increase utilization rates.
- p. Provide a company narrative/profile of the benefits and advantages of working with your company, including an explanation as to why your company is especially qualified.
- q. Please indicate any quality improvement or other accreditations (e.g., NCQA) held by your company.

2. References

- a. Provide the following information for the three largest California employee assistance program accounts your company has provided services to in the past two years. You may use the same accounts referenced above. However, if your company's three largest employee assistance program accounts are not all located in California, provide the following information on your three largest California accounts.
 - 1) Company name and address.
 - 2) Name, title, telephone and fax numbers, and e-mail address(es) of the individual(s) responsible for administration of each company's employee assistance program who can be contacted as a reference.
 - 3) Number and type of employee assistance program services and covered employees for each company.

3. Plan Description

- a. Your answers to the following questions will be used to evaluate your responsiveness in meeting the state's EAP requirements.
Describe each of the following in detail:
Administrative Services
 - 1) Provide a narrative that illustrates your understanding of the state's requirements and project schedule.
 - 2) Provide a narrative that illustrates how you will complete the scope of services, accomplish required objectives, and meet the state's project schedule.
 - 3) Provide a narrative that illustrates how you will manage the project, ensure completion of the scope of services, and accomplish required objectives within the state's project schedule.
 - 4) Provide a project implementation plan describing the steps that you will take upon approval of the contract resulting from this RFP to be prepared and how you will assume all responsibilities described.
 - 5) Describe the toll-free telephone system and backup plan in the event that there are service problems with the toll-free telephone number. In your description, also include information regarding any standards that have been established for call abandonment rate, average queuing time, avoidance of busy signals, etc.
 - 6) Describe or provide the following information regarding your call center infrastructure:

- The operations of call center(s), including the location of call center(s), hours of operation, staffing projections, and plans for rerouting calls and in what circumstances that may happen.
 - Will you use an Interaction Voice Response (IVR) for inbound calls? If you will use an IVR describe the menu options and decision tree.
 - The flexibility of the call center to handle fluctuations in call volume, and benefit enrollment changes. This includes related equipment, its scalability and flexibility, and the proportion of its capacity currently in use.
 - A sample of the call center statistics that will be available to the state.
 - Call monitoring sessions regularly conducted by the call center.
 - Capabilities to accommodate hearing, non-English speaker, and visually impaired employees and family members.
 - Information systems support for the call center member services representative including tracking calls and access to other data (e.g., provider info, etc.).
 - Back up call center operational readiness in the event of a natural disaster, etc.
 - Describe your company's intake process and include applicable phone tree chart and script.
- 7) Describe how your company's intake call system works and the qualifications of staff that would have responsibility for answering these calls.
 - 8) Describe your company's approach to training call center staff. Include all proposed minimum training and mentoring requirements.
 - 9) What is the required education level of your call center staff?
 - 10) What type of ongoing training is provided to your call center staff?
 - 11) What type of knowledge tools or other job aids do you provide to your call center staff?
 - 12) Describe your company's intake process and include applicable phone tree chart and script. The phone tree script should clearly identify that the caller has reached EAP and should be easy for the caller to navigate if the caller is in crisis.
 - 13) Describe your company's process and method for determining eligibility and availability of counseling sessions. Also describe any information provided to a panel provider to verify eligibility of individuals accessing EAP.
 - 14) Describe your company's process on how you would streamline the need for callers to repeat why they are calling for services.
 - 15) Identify the process for screening and assessing the nature and severity of caller problem(s). Describe the safety plan options or other equivalent clinical type tools that could be developed during the initial contact to help guide individuals in severe crisis to seek appropriate levels of care.
 - 16) Describe how counseling services will be made available within 25 miles of the employee's workplace and residence, including those members who live in remote areas or bordering states.
 - 17) Describe how clinician appointments are scheduled and the timeframes. Include in your answer the process that is used to schedule an employee or family members for face-to-face, telephonic, and web-based assessment when a specific preference is expressed (e.g., request for a clinician of a specific gender, age, ethnicity, religious affiliation, etc.).
 - 18) Describe how calls are handled when the employee or family members indicate there is an emergency.
 - 19) Describe how calls are handled when the intake person believes an emergency situation exists where life or property is threatened.
 - 20) Describe your company's policy regarding confidentiality of identity, diagnosis, or treatment of individuals in accordance with the Privacy Act of 1974, Public Law 93.579. Attach any relevant documents. In your response, describe the steps your company will take to ensure that the confidentiality of a family member (who has already used the program and exhausted their counseling sessions) is not breached when other family members attempt to access EAP services for the same problem type.
 - 21) Employees, their spouses, registered domestic partners, and dependents must have a choice of providers for continuing service. If the employee or family member wishes to sign a waiver, they may continue with the same counselor. Clinicians should encourage the employee or family member to seek continuing service provided by their health plan or through community resources. Clinicians must be barred from referring clients to anyone with whom they have a financial interest or agreement. Whether continued treatment is sought through an outside provider or a clinician in the

Bidder's network, the employee or family member is responsible for the cost incurred beyond the sessions provided by the state's EAP. Describe how your company would provide continuing service referral.

- 22) Describe your company's website design regarding assessing employee wellness information and the ability to obtain authorization for clinical sessions.
- 23) Describe your company's website's ability to clearly describe specific psychological specialties that each contracted licensed clinician may have in a manner that is easy for a lay person to understand. Will this list of specialties also include the ability to practice eye movement desensitization and reprocessing where appropriate?

4. Orientation, Training, and Promotional Services

- a. Describe each of the following in detail:
 - 1) Describe how your company would provide on-going statewide orientation and training sessions to employees, supervisors, and managers throughout the term of the Agreement. Please provide a sample of the training or presentation.
 - 2) Describe how your company would provide orientation and training to management staff of departments who have not previously participated in the master agreement (i.e., departments changing from an internal EAP).
 - 3) Describe how your company would provide Training-for-Trainer sessions for departmental EAP coordinators. Please provide a sample of training materials including outlines/scripts and any manuals or other resources that would be provided to class participants.
 - 4) Describe how your company would provide assistance to the state in conducting EAP coordinator meetings and annual forums.
 - 5) Describe how your company would provide consultation for the state's supervisors and managers who may need assistance with the state's EAP and its application in addressing job performance issues. Include in your response a description of any follow-up case management services that would be provided after a formal supervisory referral.
 - 6) Describe how your company proposes to assist the state in informing and educating dependents on EAP.
 - 7) Describe your company's general communication plan and provide samples of your communication materials along with materials that will be used and/or developed to ensure program awareness.
 - 8) Provide a detailed description of your company's proposed marketing/communication plan for the state's EAP. As part of this response, please discuss your company's commitment and ability to develop and provide the promotional materials required during the term of this Agreement (refer to Exhibit A), timelines, etc. In addition, in an effort for the state to be more progressive, describe how your company would help market EAP in the following areas: social media platform, Email therapy, Clinical chat, Admin chat, and blog.
 - 9) Provide proposed samples of each of the following: storyboards for an orientation DVD for employees, family members, supervisors and managers, member correspondence (templates), screenshots from member websites, newsletters for members and supervisors, and typical email campaign messages.

5. Critical Incident Stress Debriefings (CISDs)

- a. Describe how your company would provide face-to-face, one-on-one CISDs.
- b. Describe how your company would provide face-to-face, group CISDs.
- c. Describe how your company would provide telephone CISDs.
- d. Describe how your company would ensure that clinicians sent to CISDs for departments such as the California Highway Patrol, Department of Corrections and Rehabilitation, Forestry and Fire Protection, and other departments that have protective service and public safety employees, will have law enforcement and other specialized training and experience.

6. Specialized Training and Orientation Services

- a. Provide a detailed description of how your company would provide the specialized orientation and training services for departments such as the California Highway Patrol, Department of Corrections and Rehabilitation, Forestry and Fire Protection, and other departments that have protective service and public safety employees.

7. Optional Services

- a. Provide a description of how your company would provide the services listed in Section VII, D.
- b. Identify and describe in detail any additional optional services your company proposes, if any, as discussed in Section VII, D.
- c. If an employee wants to keep their EAP counselor for additional visits, will the employee be eligible for a discounted rate from the contracted provider? If so, what is the average percentage discount from their retail fee?

8. Exclusions and Limitations

- a. List, in detail, the exclusions and limitations your company proposes for the state's EAP (refer to Section VI, B (Exclusions and Limitations)).

9. Education and Outreach Campaign

- a. Describe how your company would provide on-going statewide education and outreach to employees, managers and supervisors throughout the term of the agreement.
- b. Describe how your company would provide training to management staff in conducting education and outreach to employees.
- c. Describe in detail the steps your company will take to support the state's on-going education and training needs for developing and printing large quantities of EAP employee brochures and supervisor's handbooks, including the distribution and mailing of EAP materials to departmental EAP coordinators.
- d. Provide samples of the following materials:
 - EAP employee brochure.
 - Sample EAP supervisor brochure and business/wallet cards for supervisors.
 - EAP supervisors handbook.
 - Formal management referral letter.
 - Marketing posters.
 - Newsletter/monthly update.
 - EAP website.
 - Business/wallet cards for employees.
 - Paycheck stuffer.
 - Training videos for use in employee and supervisor orientations.
 - Booklets/materials provided for financial, legal, elder care or child care services.
 - Any other mental health materials that would be made available to employees through this contract.

10. Plan Administration

- a. Provide samples of a Customer Satisfaction Survey and a Provider Satisfaction Survey. Include the frequency with which your company conducts these surveys and provide the results of your most recent surveys (Customer and Provider). If your company has not conducted such surveys, describe in detail how you would measure customer and provider satisfaction for the state's EAP.
- b. Describe your company's automated statistical reporting system and furnish samples of quarterly and annual utilization reports, training summaries, and incident reports that you would produce for CalHR. See Section III, B. System and Administrative Requirements, for required reports.
- c. The state must have access to an ad-hoc reporting liaison for the purpose of developing, creating, and generating ad hoc reports. Describe your company's ad-hoc reporting capabilities.
- d. The Bidder must be able to identify trends or problems that seem to be organizational in nature. Will your company have the ability to access and obtain raw data at any time?
- e. The state would like the Bidder to be able to identify three to five topics and areas of focus and determine the appropriate metrics for measuring the Bidder's performance in these areas, including the methodology for each metric. Will your company be able to conduct an annual evaluation of its performance on the specified metrics and submit an annual report to the state summarizing the results of the evaluation and identifying any activities the bidder will or has taken to improve its performance, including any interventions?
- f. Describe the complaint or grievance procedure state employees and family members would use and the internal procedure your company follows when a complaint is registered. Indicate the average timeframe

for resolution of complaints. Describe your company's procedure for resolving situations where there is a clinician/client conflict or where the employee or family member requests to change clinicians after an initial appointment. Describe the process your company will use to inform state employees of their right to file a complaint or grievance.

- g. Describe, in detail, any utilization/cost containment strategies.
- h. Describe any provisions or strategies to facilitate continuity of care for employees and dependents when you assume an account from a prior Contractor and the patient is in the middle of a treatment program. For example, does your company temporarily include clinicians from the prior Contractor's panel on your provider panel to facilitate employees and or dependents completing the treatment plan with the same clinician (rather than having to start over with a new clinician in your existing provider panel)? Also describe the process when an employee loses eligibility and is in the middle of a treatment program.
- i. Describe the steps you will take to transfer the state's toll-free telephone number from the current provider, by no later than the effective date of the contract, to an administrative services center to respond to calls from employees and departmental EAP coordinators regarding plan coverages, eligibility issues, service complaints, etc. Include the hours of phone availability and who would have responsibility for answering these calls.
- j. Describe any other methods (e.g., website, etc.) your company uses to communicate information to employees regarding EAP services.
- k. Describe proposed policy regarding confidentiality of individuals using this account.
- l. Describe your company's ability to set up anonymous accounts for the California Highway Patrol, Department of Corrections and Rehabilitation, Forestry and Fire Protection, and other departments that have protective service and public safety employees who desire additional confidentiality protection before seeking clinical psychological assistance.
- m. Describe how your company would provide services for a culturally diverse workforce.
- n. Describe the specific information systems that will be used. Specifically address:
 - Any modifications to existing hardware and software that will be required.
 - The extent to which these information systems are already in operation.
 - The timeframe for any implementation of components not currently in operation.
 - The capabilities and expertise of the personnel dedicated to support information system operations.

11. Provider Networks

- a. Identify the total number of your providers in the State of California and nationwide and the minimum number of providers that will be made available at all times to the State of California. If your company does not currently have providers in California and nationwide, describe in detail any plans to increase the size of the network by the effective date of this Agreement. The plan must provide the action steps, key dates for completion, the targeted locations, number of additional providers to be added in each location, and the proposed total number of providers in California as of the effective date of this agreement.
- b. Provide information regarding the number of providers located in your company's database in states and cities outside of California where state employees are located. If your company does not have providers in these locations, describe in detail the plan to increase the size of the network by the effective date of this Agreement. The plan must provide the action steps, key dates for completion, the targeted locations, number of additional providers to be added in each location, and the proposed total number of providers as of the effective date of this Agreement.
- c. Describe your company's process for recruiting and evaluating the qualifications of providers and the criteria used in selecting providers. Provide copies of the questionnaire used in this process, along with the contract used when hiring providers for your network.
- d. Describe the process used to screen applications of prospective panel providers to ensure that current state employees are not selected for the panel in violation of Public Contract Code 10410.
- e. Describe your company's requirements for panel providers to maintain and meet current licensing and professional standards in the state in which they practice. If some of your specialized services providers are unlicensed, please explain thoroughly.
- f. Are all of the providers in your network reviewed using the criteria above? If not, describe the process used to determine their suitability for referrals.
- g. Describe any procedures your company uses to re-evaluate providers for continued service and describe the frequency of such re-evaluation.

- h. Provide the annual turnover ratio for providers in your company's panel of providers and the percentage of panel providers in California who have terminated contracts with your EAP services plan within the past two years. Also provide any information available regarding the reasons for the turnover.
- i. Describe your company's requirements and procedures when discontinuing provider services. Include the process and notice required for your company to discontinue a provider due to failure to maintain standards.
- j. Describe how the clinicians and licensed professionals on your company's provider panel are compensated for the services they provide. In addition, describe how your company would guarantee that in the event you fail to pay a provider, the employee/family member shall not be financially liable for any sum owed by your company.
- k. Describe the process your company utilizes to ensure providers referred to employees are available for services.
- l. A full listing of the state employee population by residential zip code is provided (see Excel file attached). Please provide a geo-access report confirming the percentage of these zip codes which have access to at least one network provider within 15 miles. Please provide a report of zip codes which do not have this level of access to a network provider.
- m. Please provide us with a file listing of the TAXID numbers of the providers you contract with in California. This information will be kept confidential, and will be analyzed to determine, on an aggregate basis, the percentage overlap between your network and the current provider's network.
- n. Address the type and frequency of monitoring activities, including how, on an ongoing basis, you verify whether providers are accepting new patients.
- o. Describe how you will ensure that current, accurate web-based directory information is maintained, including your provider directory.
- p. Describe the data elements about each provider that will be included in the provider directory, and the data elements which employees will be able to use to sort providers (e.g., gender, certifications, language, etc.).
- q. Detail the voluntary and involuntary network provider turnover rate.
- r. California has a small number of employees and family members who work and live in other states. Please describe how they will be able to access services when residing, traveling, or living outside of California.

C. Financial Questionnaire

1. Financial Questionnaire

- a. What will your retention and administrative charge be, and how will you charge it (e.g., on a per employee, per month basis)? If you can quote with retention tied to headcount, it would be preferable.
- b. Bidders will be required to describe how they compute their administrative costs and/or charges. Given the size of the state's account, there is an expectation for Bidders to provide discounting on administrative fees for the state-sponsored plans. What level of discount on administrative fees is your company willing to provide to the state?
- c. Will you agree to a guaranteed rate and retention for a five year period?
- d. The state would like interest to be credited on any funds held in any reserves, should they be established for the state's account, based on the overall rate of interest the carrier, or its parent, whichever is higher, earns internally on their overall investment portfolio. And, we would expect that your quoted fully insured rate would be reflective of this credit. Please explain how and at what interest rate the following funds will be credited should any form of reserves be established.
- e. What was your aggregate rate of return on your overall investment portfolio or that of your parent company for the calendar year 2013?
- f. Will this rate of return be credited to the State of California should any reserve account have need to be established? If no, please explain why, and whether you will agree to a special arrangement for the State of California?

2. Annual Accounting (applicable if quoting a "participating" contract option)

- a. Please indicate in what form any surplus, if created, after paid claims, retention and reserve adjustments, will be returned to state (cash, premium holiday, or interest bearing stabilization fund).

- b. How long after the end of the contract period will you deliver the financial accounting reconciliation to the state? Will this report include the status of any stabilization, reserve, or IBNR fund that may be created?
- c. Should any stabilization, reserve, or IBNR fund be created with funds deposited and owned by the state, please confirm that under your proposal, you will not withdraw any stabilization funds without the permission of the state.
- d. Please confirm in the event of policy cancellation, the unused incurred claims reserves, stabilization funds, and any other balances will be returned to the state.
- e. Please confirm that in the event the state loss experience produces a deficit in any year that it will be absorbed by the carrier and not carried or held against any form of reserve established.
- f. Does Bidder have any other experience rating method which might be appropriate to the state? Explain the advantages, disadvantages, and methodology.

VI. Program Overview

This RFP searches for Bidders capable of providing assessment, short-term counseling, and referral services for State of California active employees, spouses, registered domestic partners, and dependents as part of the state's EAP for approximately 210,000 active employees and approximately 331,000 dependents. Services are provided via a toll-free number, owned by the State of California. Other services include providing educational and outreach materials, statistical reports, and customer evaluations, along with possessing the system and administrative requirements necessary to support ongoing program administration for an account of this size.

Program Description

The following outlines the current benefits, coverage, and exclusions under the State of California's EAP.

EAP includes provisions which allow employees, their spouses, registered domestic partners, and dependents to obtain services from licensed professionals and clinicians, and includes the following benefits and coverage for employees, their spouses, registered domestic partners, and dependents:

A. Assessment, Short-Term Counseling and Referral Services

Employees and their family members access services through a toll-free number, 24 hours a day, seven days a week, including holidays. The method for scheduling appointments is determined by the current vendor and CalHR.

Eligible dependents are defined as follows:

- a. Legally married spouse or registered domestic partner.
- b. Unmarried, dependent children under age 23, who have never been married. This includes:
 - Natural children.
 - Adopted children.
 - Stepchildren.
 - Children for whom the employee is the legal guardian or who are not the employee's natural children but who live with the employee in a regular parent/child relationship and are economically dependent upon the employee.
 - Medically disabled children over the age of 23 who are incapable of self-support and dependent upon the eligible employee for support and maintenance.

Counseling services consist of three levels of service and cover the following employee groups. A contract year is July 1 through June 30.

Level 1 – For approximately 52,447 employees, seven counseling sessions per problem type, per contract year for the employee, seven counseling sessions per problem type, per contract year for the spouse or registered domestic partner. Seven counseling sessions per problem type, per contract year total for eligible dependent children, exclusive of the employee and spouse or registered domestic partner.

Level 2 – For approximately 28,744 employees, three counseling sessions, per problem type, per contract year total for the employee, spouse or registered domestic partner, and eligible dependent children.

Level 3 – For approximately 128,938 employees, three counseling sessions total per contract year per employee, and a total of three counseling sessions per contract year for the spouse or registered domestic partner and eligible dependent children, exclusive of the employee.

Current rates for the separate levels are as follows:

Level 1 – \$3.06

Level 2 – \$1.33

Level 3 – \$0.87

When both spouses or registered domestic partners are state employees, spouses, registered domestic partners, and family members, shall be entitled to benefits under each employee's eligibility.

Exceptions:

Retirees covered by Level 1 services may use EAP for 90 days after the date of retirement, as may CHP employees who were covered by Level 2.

Surviving family members of employees who had Level 1 services and family members of CHP employees who had Level 2 services may use EAP services for six months after the death of the employee.

Eligibility for EAP services for surviving family members of all other employees stops at the end of the month after the month the death occurred.

Employees under Bargaining Units 1, 2, 3, 4, 11, 15, 20, and 21, or who are excluded, and are laid off from state employment, including their spouses or registered domestic partners and dependents, are provided an extension of their EAP benefit services for an additional six months from the actual date of layoff.

EAP services are provided for the following issue-type areas:

- a. Alcohol abuse
- b. Drug abuse
- c. Marital and family issues
- d. Emotional, personal, and stress concerns
- e. Legal matters
- f. Financial and credit issues
- g. Dependent care (elder and child care)

Consultation for issue types a through d above must be face-to-face, unless a telephone consultation is requested by the employee/dependent.

For all three levels of EAP counseling services, counseling sessions of standard duration with one counselor will be counted as one session for issue types a through d.

For all three levels of EAP counseling services, group counseling sessions of standard duration with one counselor will be counted as one session for issue types a through d.

Issue types e through g may be provided through telephone consultation.

Issue type e (Legal matters): To qualify as a session, the face-to-face or telephonic consultation must be a minimum of 30 minutes. Legal consults may include, but are not limited to, civil and consumer issues, personal and family legal services, financial matters, business legal services, real estate, criminal matters, IRS matters, and organizing personal affairs. EAP does not prepare legal documents, provide representation, assist with any formal appeals, or address any employment related matters (e.g., sexual harassment, worker's compensation, disciplinary actions). Currently any review or preparation of legal documents is done

on a Fee-for-Service basis after the initial consult, at a 25 percent discount.

Attorneys are selected for their subject matter expertise and must meet the following credentialing standards: have been in practice at least five years; are in good standing with their state Bar Association; provide a copy of their current license to bidder; and have proof of malpractice and general liability insurance.

Issue type f (Financial and credit issues): To qualify as a session, the consultation must be a minimum of 30 minutes and up to one hour maximum. The current vendor provides two types of telephone-based consultations: short financial and full financial consultations. Short financial is a question and answer consultation up to 30 minutes. Full financial is a budget and credit consultation up to 60 minutes. Financial services may include, but are not limited to, tax planning, debt and budgeting assistance, credit counseling.

Issue type g (Dependent elder and child care): To qualify as a session, the consultation must be a minimum of 30 minutes and up to one hour maximum. The current vendor provides elder and child care consultations. The elder care services may include, but are not limited to, elder care concerns, living arrangements, resources, and information on Medicare. The child care consultation provides services about child care services and include, but are not limited to, issues and concerns, referrals, developmental needs, assess care, and resources.

The current vendor provides services for direct, face-to-face, telephonic, and web based diagnostic treatment and counseling services by licensed professionals or clinicians. Clinicians have a master's degree in an appropriate field, and licensure or certification as required by state law. In addition, it is highly desirable for clinicians to have at least three years of post-master's experience within their clinical specialty (e.g., alcohol/substance abuse, marriage, and family).

The process includes a system for screening and assessing the nature and severity of employee issues. It provides for any number of assessment sessions necessary for a referral to therapy for employees formally referred by a supervisor for a work performance issue. Assessment sessions are not counted against the employee's available number of counseling sessions. With rare exception, referrals are to be made to licensed, professional resources within 25 miles of the employee's workplace or residence.

B. Education and Outreach Campaign

The Bidder is required to develop and provide EAP education and outreach materials specifically tailored to the State of California's EAP program. The education and outreach materials include employee brochures, supervisor handbooks, posters, and business/wallet cards. Other materials include, but are not limited to, paycheck stuffers, newsletters, website, promotional items, etc.

The Bidder is required to provide assistance and speakers, including one or two topical trainings to CalHR in presenting EAP services, and including but not limited to, EAP meetings and forums for departmental EAP Coordinators, leaders, management, personnel staff, stakeholders, and trainers.

Exclusions and Limitations

The program does not provide coverage for services in connection with:

- Inpatient or outpatient treatment for any medically treated illness.
- Prescription drugs.
- Treatment or services for mental retardation or autism.
- Counseling services beyond the number of sessions covered under EAP.
- Services by counselors or clinicians that are not on the Bidder's panel of providers.
- Counseling required by law or a court, or paid for by Workers' Compensation Program.
- Formal psychological evaluations and fitness-for-duty opinions.
- Counseling, including legal consultation, on issues regarding workers' compensation claims, allegations of harassment, litigation related to state employment, or disputes involving interpretation of state law or regulations.
- Legal actions against EAP Bidder for matters related to the administration of the program or any other state plan, plan carrier, or administrative subcontractor (e.g., consultant, third-party administrator).

Under the exact duplication quotation option, it is the state's intent that the current level of EAP coverage will not be reduced or enhanced.

VII. Service Requirements

A. Implementation

1. The state owns the rights to the toll-free telephone number. The Bidder will work with the current Contractor to transfer the toll-free telephone number. The phone number must be in service 24 hours per day, seven days a week, by the effective date of this Agreement. Upon completion or termination of this agreement, the Bidder shall work with the new Bidder to transfer the toll-free telephone number.
2. The state owns the rights to the Quick Response (QR) Code. The Bidder must procure a QR code that will be owned by the state, by the effective date of this Agreement. Upon completion or termination of this Agreement the Bidder shall work with the new Bidder to transfer the QR code.
3. The state owns the rights to the URL domain name. The Bidder must procure a URL domain name, to be agreed upon and owned by the state, by the effective date of this Agreement. Upon completion or termination of this Agreement, the Bidder shall work with the new Bidder to transfer the URL domain name.
4. The Bidder's programs, services, and systems, relating to the state's EAP services and the Bidder's call centers shall be fully operational on the date specified in this Agreement.
5. The Bidder shall implement the information systems and other processes required to perform all other services described herein. The Bidder shall work with the state to ensure the Bidder satisfies applicable requirements of this Agreement.
6. The Bidder shall have a dedicated implementation team. The state prefers that all of the Bidder's implementation team members have participated, as team members, in the implementation of EAP services for at least one other large employer (i.e., an employer plan with at least 50,000 members). The Bidder's implementation team shall include a Senior Account Manager dedicated to this contract, who shall be the main contact with the state for all of the day-to-day matters relating to the implementation and ongoing operations of this Agreement. Also, the Bidder shall assign a Project Coordinator to serve as backup to the Senior Account Manager. All implementation team members the Bidder submits to the state for approval in writing shall be available as needed during the implementation but should be dedicated to this project at least two months prior to the effective date specified in the Agreement and 30 days after the go-live date.
7. All key Bidder project staff shall attend a project kick-off meeting at the state no later than 30 days after the bid is awarded.
8. The Bidder shall provide a project implementation plan to the state, no later than 60 days after the bid is awarded. The Bidder shall maintain the plan and update it at least weekly. The plan shall be in Microsoft Excel and shall be provided to state staff as it is updated or upon the state's request.
9. The project implementation plan shall comprehensively detail all aspects of implementation, which includes all tasks with deliverable dates necessary to satisfactorily implement all EAP services no later than 60 days after the bid is awarded. The plan shall also include a description of the members on the implementation team and their roles with respect to each item, task, and function. The plan shall include a detailed timeline description of all work to be performed both by the Bidder and the state. The implementation plan shall also provide specific details on the following:
 - Identification, timing, and assignment of significant responsibilities and tasks.
 - Names and titles of key implementation staff.
 - Identification and timing of the state's responsibilities.
 - Data requirements (indicate type and format of data required).
 - Schedule of in-person meetings and conference calls with the state.
 - Transition requirements with the incumbent EAP contractor.
 - The Bidder's implementation plan shall require written approval by the state.
10. The Bidder shall provide for a comprehensive operational readiness review (pre-implementation review by the state), at least 60 days prior to the go-live date specified in this Agreement. Such review by the state, may include, but not be limited to, an onsite review of the Bidder's operational readiness for all services required in this Agreement (e.g., member services, training, and website development). The review may also include desk reviews of documentation that includes, but is not limited to:
 - Policy and procedures manual(s).

- Call center scripts.
 - Information systems documentation.
 - Process governing the preparation of any and all deliverables required under this Contract.
11. At its discretion, the state may conduct an additional, pre-implementation review of the Bidder's progress towards fulfilling the information systems requirements of this Contract. Such review by the state, and/or its authorized representative, may include both onsite and desk reviews, including but not limited to staff interviews, system demonstrations, systems testing, and document review.
 12. Unless otherwise directed by the state, the Bidder shall conduct status meetings with the state concerning project development, project implementation and Bidder performance at least weekly from the start date of this Contract through the first month following the go-live date.
 13. No later than 30 days post-implementation, the state will complete an Implementation Performance Assessment. The Bidder will provide an assessment tool for the state to complete. This assessment will be used to document the state's satisfaction with the implementation process and identify any necessary corrective action. The Bidder shall comply with all recommendations and requirements made in writing by the state within the timeframes specified by the state.
 14. Lessons Learned Debriefing. The Bidder shall conduct a self-assessment regarding implementation of this Contract, prepare a report summarizing its findings, including success, challenges, and lessons learned, and provide an in-person debriefing, with discussion period, to the state. The report shall be provided to the state no later than 90 days after the start date of this Contract, and the debriefing shall be provided at the request of the state.
 15. The Bidder shall print and provide employee EAP brochures and supervisors' handbooks on an annual basis through the term of the Agreement.
 16. The Bidder must have established claims and administrative procedures/systems in addition to established cost and quality control procedures/systems (e.g., utilization review, case management review, eligibility verification).
 17. The Bidder must maintain a sufficient clinical panel (at least equivalent in size to the current panel of approximately 2,000 clinicians), located in the geographical areas of the State of California and in other states where members are located. A listing of state employees, by residential zip code, is provided.
 18. An established procedure for resolving complaints and grievances of benefit or professional services must be in place.
 19. The Bidder must provide, at its own cost, professional liability insurance with limits of not less than \$1 million per claim and general liability of not less than \$1 million for bodily injury or death of one or more persons arising out of the same accident or occurrence.
 20. The Bidder must guarantee that all information regarding the identity, diagnosis, or treatment of individuals will remain confidential in accordance with the Privacy Act of 1974, Public Law 93.597. Employees for departments such as the California Highway Patrol, Department of Corrections and Rehabilitation, Forestry and Fire Protection, and other departments that have protective service and public safety may have additional public record confidentiality requirements.
 21. The Bidder may not offer services other than those specified in the Agreement/RFP to state departments, employees, and dependents.
 22. The Bidder will be required to conduct member and provider satisfaction surveys. Subject to approval by the state, the Proposer will develop and mail such surveys and provide a detailed report of the survey results on a semi-annual basis.
 23. The Bidder will be required to provide a website, using the state owned URL domain name, including but not limited to, EAP information, provider search, self-assessment tools, behavioral health resources and information specific to the state. The site must not require a log in and must be ADA compliant. Upon completion or termination of this Agreement the bidder shall work with the new Bidder to transfer the URL domain name.
 24. No later than 30 days after the bid is awarded the Bidder will provide the name of the Senior Account Manager, the backup Account Manager, and their office locations, work hours, telephone numbers, and detailed resumes.
 25. The state reserves the right to refuse personnel, at its sole discretion and notwithstanding any prior approval, of the Bidder.
 26. The Bidder's website, using the state-owned URL domain name, is to be specific to the State of California's EAP services. Upon completion or termination of this Agreement, the bidder shall work with the new Bidder to transfer the URL domain name.

27. The state has a unique language and writing style. The Bidder will be expected to learn, use, and incorporate these styles and rules into all work products. The Bidder will be provided with a style guide.

B. Employee/Dependent Benefits

For departments participating in the master agreement, there are two aspects of EAP services. The first covers basic EAP benefits provided to employees and their dependents. The second aspect covers the Fee-for-Services portion for services that are not covered by the master agreement and are departmental specific such as, critical incident stress debriefings, specialized orientations, training services, etc. This section covers basic EAP benefits provided to employees and their dependents.

Orientation, Training and Promotional Services

Bidder is to provide comprehensive EAP orientation sessions and training for employees, supervisors and managers, and new departments through a system, which includes on-site training, DVDs, self-study training materials, and a web-based site that provides information about EAP services, self-assessment tools, and behavioral health resources. Training is provided at locations statewide as requested by the state. Training is sufficient to enable every employee, dependent, and supervisor to know how to use EAP services. In addition, the Bidder, at its expense, prints and provides employee brochures and supervisor's handbooks for employee and supervisor orientation sessions.

Promotional services include, but are not limited to, promotional materials, bi-annual posters, employee brochures, supervisor's handbooks, EAP business/wallet cards, paycheck stuffers, monthly updates/newsletters, manager updates/newsletters, booklets on selecting elder care and child care, financial problem solving, web-based library of materials and information on various mental health issues, and other materials as requested.

Employee Orientations

The Bidder is required to produce DVDs depicting employee EAP orientation sessions. DVDs are to be updated on a regular basis, no more than every three years, as requested by the state. Comprehensive web-based communication services are also provided by the Bidder.

The Bidder is required to provide 50 statewide employee orientation sessions each year on the purpose, scope, and nature of EAP using a combination of audio and visual materials including, but not limited to DVDs, promotional materials, and brochures. Employee orientation sessions are one hour in duration. Training is provided at locations statewide as requested by CalHR. Employee brochures, as approved by CalHR, are printed and supplied to all departments by the Bidder, at the Bidder's expense, within 75 days of the effective date of this Agreement. In addition, sufficient copies are printed and provided at all employee orientation sessions by the Bidder, at the Bidder's expense, during the term of this Agreement. At times the Bidder will be required to substitute employee orientations for workshops, on an hour per hour basis, at the state's discretion.

Supervisor/Manager Orientations

The Bidder is required to produce DVDs depicting supervisor/manager EAP orientation sessions. DVDs are to be updated on a regular basis, no more than every three years, as requested by the state. Comprehensive web-based communication services are also provided by the Bidder.

Ongoing orientation and training of supervisory and management staff is required and provided by the Bidder. This includes providing the knowledge and skills necessary for supervisors and management to utilize EAP in their personnel responsibilities. At a minimum, subjects covered include an understanding of EAP benefits, the supervisor's role, services available, how to make a referral, and how EAP interfaces with the progressive disciplinary process and grievances.

The Bidder is required to provide 50 statewide supervisor/manager orientation sessions each year. These sessions are two hours in duration. Training is provided at locations statewide as requested by CalHR. A supervisors' handbook, approved by CalHR, is to be printed and supplied to departments by the Bidder, at the Bidder's expense, within 75 days of effective date of this Agreement. In addition, sufficient copies are printed and provided at all supervisor/manager orientation sessions by the Bidder, at the Bidder's expense. At times the

Bidder may be required to substitute supervisor/manager orientation sessions for workshops, on an hour per hour basis, at the state's discretion.

Training-for-Trainers (T4T)

Five T4T sessions will be held during each contract year. Three sessions in Sacramento, one session in Central California, and one session in Southern California (6 to 7 hours in duration). Locations are to be determined by CalHR. The purpose of these sessions is to prepare departmental EAP coordinators, leaders, management, personnel staff, stakeholders, and trainers to conduct additional EAP orientation and supervisor/management training to their department's employees. The Bidder provides all training materials, including PowerPoint presentation slides at the Bidder's expense, on an on-going basis during the term of this Agreement.

Supervisory/Management Consultation

The Bidder provides an unlimited number of consultations to supervisors and managers who wish to discuss EAP and its application in addressing job performance issues.

The Bidder's administrative and clinical staff are available to consult with management who would like to discuss job performance issues with their employees. Such staff assists the supervisor or manager in developing an action plan, providing guidance in confronting employees on their poor job performance or personal conduct, and to discuss how to refer employees to EAP. Direct telephone access to these services is provided from 6:00 a.m. to 6:00 p.m. (Pacific Standard Time) Monday through Friday, excluding state holidays. From 6:00 p.m. to 6:00 a.m. (Pacific Standard Time) Monday through Friday, on weekends and state holidays, the Bidder provides an effective call-back feature to handle emergencies and assist those supervisors who work various shifts.

Following a formal supervisor referral, supervisors receive additional consultative services regarding how to address job performance issues with employees. This follow-up and case management for supervisory referrals occurs throughout the treatment and aftercare program.

Peer Support Program Consultations

The Bidder provides unlimited number of consultations for peer support program representatives for departments with structured peer support programs. The procedural framework for such consultations shall be the same as supervisory/management consultations. Peer support program representatives use this consultation service to answer questions on how best to help fellow employees in crisis to seek and obtain the assistance of a licensed mental health professional.

EAP Meetings

The Bidder provides assistance, scripts, and speakers for EAP meetings for departmental EAP coordinators, leaders, management, personnel staff, stakeholders and trainers. Meetings include, but are not limited to, conference calls, T4T classes, Benefits Administrative Manual trainings, forums, stewardship meetings, and leadership roundtables.

Orientation of Respondent's Staff

State departments such as the California Highway Patrol, Department of Corrections and Rehabilitation, Forestry and Fire Protection, and other departments that have protective service and public safety employees provide periodic orientation sessions for Bidder's staff, as deemed appropriate by the department, for the purpose of ensuring that providers are familiar with the work environment of department employees. These sessions result in no additional cost to the state department.

Online Certification

The Bidder is required to maintain an online training and certification program, including development of content, for departmental EAP coordinators.

C. Fee-for-Services

The following service includes, but is not limited to, classes, conferences, materials, training, and workshops, are provided on a Fee-for-Service basis and priced separately from the Agreement. Any state department using these services is required to enter into a separate contract with the Bidder and is billed directly by the Bidder.

Critical Incident Stress Debriefing (CISD)

CISD services shall be provided when an employee has an immediate need for psychological support stemming from a reaction to a life-threatening situation or traumatic incident. The incident may be the death of an employee, an assault in or around the workplace, or a natural disaster, etc. This will be either a group or individual debriefing. Access to telephone CISD shall be available 24 hours a day, 7 days a week, face-to-face or group debriefing shall be provided, either on site or in the clinician's office, when needed, as soon after the event as practically feasible and clinically appropriate, but shall not exceed 72 hours after the event unless specifically requested by the department. Clinicians provided for employees that work for the California Highway Patrol, Department of Corrections and Rehabilitation, Forestry and Fire Protection, and other departments that have protective service and public safety employees must have demonstrated experience and must be trained in debriefing law enforcement and fire personnel.

Departments reserve the right to establish and maintain a roster of specialized clinicians with law enforcement and fire experience. The Bidder and departments will establish a fee schedule for services rendered by these specialized clinicians. The clinician assisting departments with critical incident stress debriefing shall be expected to work in a collaborative manner with each department's critical incident stress management team and are encouraged to train together, where feasible, to maintain appropriate operational readiness in advance of potential traumatic incidences.

Specialized Orientation and Training Services

Specialized services may be requested as follows:

- Department of Forestry and Fire Protection (CalFire) may request additional orientation training to be provided twice a year at the Lone Fire Academy in Lone, California.
- Department of Corrections and Rehabilitation (CDCR) may request additional orientation training to be provided for each class at the Richard A. McGee Training Center in Galt, California, and at other locations throughout the state as requested by CDCR.
- Group sessions in stress assessment and management shall be provided for departments, including, but not limited, to CDCR employees.
- CDCR may require the Bidder to provide training, up to 100 hours annually, at locations throughout the state, as requested by CDCR.
- California Highway Patrol (CHP) may request additional training for classes, at locations throughout the state, as requested by CHP.
- Bidder may be asked to provide a representative for attendance at CHP's Commanders' conferences for the purpose of supervisory and management consultation.
- Additional training may be provided for supervisory and management classes at the CHP Academy in West Sacramento, California.

D. Optional Services

1. The state requests a variety of optional services performed at various locations throughout the state on a Fee-for-Services basis. Dates, times, and fees are to be mutually agreed upon by the Bidder and the departments. Such services include, but are not limited to, trainers and motivational speakers selected by the departments, AIDS information, reducing employee absenteeism, smoking cessation programs, extended CISD services with First Responder Support Network or similar programs, retiree psychological preparedness, family support, psychological wellness, stress management, peer support, substance abuse, cancer survivor support, and military deployment. Employee Assistance Unit consultations, specialized manager/supervisor training, stress assessment and management, domestic violence, grief and suicide counseling, and consultations. This is not an all-inclusive listing, and Bidders are encouraged to advise of the availability of other programs as they deem appropriate.

E. Reporting Requirements

1. The Bidder will be required to provide statistics and reports on a quarterly basis as well as annual reports. Reporting needs to be electronic and in a format that can be manipulated (e.g., Excel). Data may include, but not be limited to:

- a. Self-referral numbers, problem types, gender and age category of client, presenting problem by case, identified problem by case, length of state employment, region, number of cases in process, number of counseling sessions used by employees, number of employees/dependents referred for continuing service who stayed with original counselor, number of employees/dependents who chose to continue with their health plan, number of employees/dependents who chose to access community resources, number of supervisory referrals (both formal and informal), and the number of CISDs.
- b. All information shall be provided for each state department, separated by district, institution, or region for the larger state departments, as well as a total department report which includes the districts, institutions, or regions. Smaller departments will be in a separate small department's compilation report. A comprehensive state summary of EAP activity shall be submitted to CalHR. Other reports may be required to ensure HIPAA compliance. Similar information will be needed regarding all supervisory referrals (both informal and formal).
- c. Information regarding ethnicity or other demographic specifications may be collected periodically in cooperation with the Bidder to assist the state in determining if EAP services are utilized by employees in relation to their representation in the workforce.
- d. A semi-annual summary of client satisfaction data by department, a state summary for each department, summary of each formal complaint and its resolution, with copies to CalHR.
- e. A detailed annual utilization report to show EAP usage by bargaining unit and non-represented employees.
- f. Weekly call volume report.
- g. Weekly dashboard.
- h. The state reserves the right to request ad hoc reports as needed.
- i. A semi-annual status report must be provided on the Bidder's performance in completing work activities, such as the distribution of orientation and training materials, conducting orientation, training effectiveness, the number of attendees and the location of sessions given during the past six months.
- j. Requests for specialized services from departments will be reported to CalHR as follows:
 - 1) Requests for supervisory consultation, top-level management orientation and training, impact on worksite, and crisis intervention will be reported semi-annually to CalHR reflecting the number and kind of contacts by department.
 - 2) Department requests for services not provided for in the Agreement/RFP will be immediately reported to CalHR.

F. Budget Details and Payment Provisions

1. Invoicing and Payment
 - a. For services satisfactorily rendered, and upon receipt and approval of the invoices, the state agrees to compensate the Bidder in accordance with the rates specified herein. The state agrees to pay the Bidder the fixed, monthly rate per employee in each of the three levels of EAP services. The monthly payment to the Bidder will be based on the actual number of employees assigned to each of the three service levels multiplied by the fixed, monthly rate per employee for each service level.
2. Invoices shall be submitted, monthly, in arrears to:
California Department of Human Resources
Employee Assistance Program
1515 S Street, North Building, Suite 400
Sacramento, CA 95811-7258
Attention: Jackie Hensley

Or via email to: jackie.hensley@calhr.ca.gov

The invoices shall be on the Bidder's company letterhead and contain the following:

- a. The state Agreement number.
- b. Month and year of services being billed.
- c. Number of employees per service level.
- d. The fixed monthly rate per employee, per service level.
- e. The total invoice amount.
- f. Name and address of payee.

g. Date of the invoice.

Invoices for EAP services provided for the California Exposition and State Fair and for the Department of Food and Agriculture, Division of Fairs and Expositions shall be submitted not more frequently than quarterly in arrears with the above information and shall be submitted as stated above.

3. Budget Contingency Clause

- a. The parties acknowledge and agree that the state's duty to issue payment on the invoices under this Agreement shall not arise unless and until there is a duly enacted state budget that provides the legally required spending authority to pay said invoices. Failure by the state to pay invoices during periods of time when there is no state budget shall not constitute a breach of this Agreement and provides no grounds for termination by Contractor. The Contractor agrees to withhold termination proceedings for 90 days following notification by the state that it is unable to make invoice payments due to a lack of an enacted state budget.
- b. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the state shall have no liability to pay any funds whatsoever to the Contractor or to furnish any other considerations under this Agreement and the Contractor shall not be obligated to perform any provisions of this Agreement.
- c. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the state shall have the option to either cancel this Agreement with no liability occurring to the state, or offer an agreement amendment to Contractor to reflect the reduced amount.

4. Prompt Payment Clause

- a. Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with section 927.

5. Performance Guarantees

It is expected that the Bidder will negotiate a performance guarantee as evidence of its desire to establish a quality partnering relationship with the state. Please confirm that you will be agreeable to entering into a performance guarantee arrangement as set forth in the table below.

Bidders Standard	Measurement Methodology/Source	Reporting/Payment Frequency	Penalty %
Intake			
Telephone Responsiveness Service Queue: Average time to answer to be 30 seconds or less.	Automatic Call Distributor reports	Semi-annual/Annual	2%
Abandonment Rate Service Queue: Telephone call abandonment rate is 5% or less.	Automatic Call Distributor reports based on 30 second answering delay	Semi-annual/Annual	2%
Appointment Turn Around Times			
Ease of Access A minimum of 90% of the client satisfaction survey respondents will rate the ease of access of Bidder's services with a "good" or above.	A minimum of 100 responses are required to measure and report metric. If less than 100 responses have been received, Bidder's book of business results will be used as an alternative.	Annual/Annual	3%
Satisfaction Surveys			
Quality of Provider Services A minimum of 90% of the client satisfaction survey respondents will rate the overall quality of the Bidder's outpatient providers as "good" or above.	A minimum of 100 responses are required to measure and report metric. If less than 100 responses have been received, Bidder's book of business results will be used as an alternative.	Semi-annual/Annual	3%
Bidder's Satisfaction Ratings A minimum of 90% of the client satisfaction survey respondents will rate the overall quality of Bidder's services with a "good" or above.			
Provider Network			
Provider Network Turnover Overall national provider network voluntary turnover will be 5% or less.	Qualified Independent Contractor Report	Annual	0.5%
Quality Management			
Grievance Resolution All grievances will be resolved within 30 days of filing.	Quality Management Grievance database reporting	Semi-annual/Annual	0.5%

Bidders Standard	Measurement Methodology/Source	Reporting/Payment Frequency	Penalty %
<p>Grievance Type Fewer than 5% of the formal complaints will be due to provider unavailability.</p>	<p>Quality Management Grievance database reporting</p>	<p>Semi-annual/Annual</p>	<p>3%</p>
Utilization Reports			
<p>Report Delivery Quarterly Utilization Report will be delivered to client within 45 days following the close of each quarter.</p>		<p>Quarterly</p>	<p>3%</p>

VIII. Contracting Terms and Conditions

A. General Terms and Conditions

1. **Approval:** This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. **Amendment:** No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. **Assignment:** This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the state in the form of a formal written amendment.
4. **Audit:** Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the state to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, section 1896).
5. **Indemnification:** Contractor agrees to indemnify, defend and save harmless the state, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. **Disputes:** Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. **Termination For Cause:** The state may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the state may proceed with the work in any manner deemed proper by the state. All costs to the state shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.
8. **Independent Contractor:** Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the state.
9. **Recycling Certification:** The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code section 12200, in products, materials, goods, or supplies offered or sold to the state regardless of whether the product meets the requirements of Public Contract Code section 12209. With respect to printer or duplication cartridges that comply with the requirements of section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).
10. **Non-discrimination Clause:** During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. **Certification Clauses:** The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 307 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.
12. **Timeliness:** Time is of the essence in this Agreement.
13. **Compensation:** The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.
14. **Governing Law:** This contract is governed by and shall be interpreted in accordance with the laws of the State of California.
15. **Antitrust Claims:** The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes sections set out below.
 - a. The Government Code Chapter on Antitrust claims contains the following definitions:
 - 1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the state or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of section 16750 of the Business and Professions Code.
 - 2) "Public purchasing body" means the state or the subdivision or agency making a public purchase. Government Code section 4550.
 - b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code section 4552.
 - c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code section 4553.
 - d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code section 4554.
16. **Child Support Compliance Act:** For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:
 - a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
 - b. The contractor, to the best of its knowledge, is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
17. **Unenforceable Provision:** In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.
18. **Priority Hiring Considerations:** If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code section 11200 in accordance with Pub. Contract Code §10353.
19. **Small Business Participation and DVBE Participation Reporting Requirements:**

- a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841)
- b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. And Vets. Code § 999.5(d); Govt. Code § 14841)

B. Special Terms and Conditions

1. **Pre-litigation Dispute Resolution Process:** Any claim that the contractor may have regarding the performance of this agreement, including, but not limited to, claims for additional compensation, extension of time, shall be submitted to the California State Department of Human Resources, Benefits Division within 10 days of discovery of the problem. Within 10 days of this filing, CalHR shall meet with the Contractor and Program Coordinator for purposes of resolving the dispute. Should the Contractor disagree with the decision, the Contractor may appeal to the CalHR Director or designee within 15 working days of the decision. The CalHR Director, or designee, shall meet with the Contractor to review the issues raised. A written decision signed by the Director or designee shall be returned to the Contractor within 30 days of the meeting. The decision of the CalHR Director or designee shall be final. Nothing in this section shall constitute a waiver by the Contractor to seek enforcement of any right under this Agreement after the above dispute resolution procedures have been exhausted.
2. **Agency Liability:** The Contractor warrants by execution of this Agreement that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the state shall, in addition to other remedies provided by law, have the right to annul this Agreement without liability, paying only for the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.
3. **Subcontractors:** Nothing contained in this Agreement or otherwise, shall create any contractual relation between the state and any subcontractors, and no subcontract shall relieve the Contractor of his responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the state for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the state's obligation to make payments to the Contractor. As a result, the state shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.
4. **Termination of Agreement:**
 - a. The state reserves the right to terminate this Agreement without cause upon 30 days advanced notice. The Contractor shall be reimbursed for the rate due and reasonable expenses incurred up to the date of termination. Except for these amounts, the state will have no liability to the Contractor or any member of the Contractor's Provider Network for any amount which the Contractor may have been due during the remaining term of the Agreement after the termination date of the Agreement.
 - b. The state may terminate any part of the total Agreement within 10 days written notice to the Contractor because of:
 - 1) Nonperformance by the Contractor, and/or
 - 2) Noncompliance of Audit Findings, as determined by CalHR or its representatives.
 - c. Should CalHR elect to terminate this Agreement at the end of an Agreement term, it shall provide the Contractor with at least 120 days advance written notice of its intent to terminate the Agreement. Should the Contractor elect not to renew this Agreement, the Contractor shall provide CalHR with at least 180 days advance written notice of its intent to terminate the Agreement.

- d. Contractor's authority to terminate this agreement is expressly limited to the following condition: if, despite the existence of a duly enacted state budget, the state fails or refuses to pay monthly fees, in the amounts and manner required in BUDGET DETAIL AND PAYMENT PROVISIONS of the resulting contract, provided that CalHR has been duly notified of such failure (and is billed for monthly fees, if applicable) and at least 60 days have elapsed since the date of notification.
- e. If, for any reason, CalHR or Contractor terminates this Agreement, all services end as of the date of termination and the Contractor is released from all further obligations of this Agreement, except for those services started before or as of the effective date of the termination. Upon receipt of notice of termination by the Contractor, it shall:
 - 1) Prepare to terminate and mitigate costs for all subcontracts related to the terminated portion(s) of the contract, or the contract in its entirety, and
 - 2) Take any and all action(s) necessary to protect, secure and maintain the property, data, and/or information in the Contractor's or subcontractor(s) possession that the state has provided the Contractor or, has an interest in.
5. **Provisions:** If any provision of this Agreement shall be held illegal or invalid for any reason, the illegality or invalidity shall not affect the remaining parts of the Agreement, but the same shall be construed and enforced as if said illegal or invalid provision had never been inserted herein.
6. **Amendments:** This Agreement may be amended at the discretion of CalHR, but changes to this Agreement shall be agreed to in writing by both parties. Persons designated to have authority in providing instruction to facilitate changes, and the persons authorized to provide daily operation instructions are listed in the Scope of Work of the resulting contract. CalHR may amend either listing pursuant to a written notification.
7. **Agreement Renewal:** The term of this Agreement is July 1, 2015 through June 30, 2020, with the option of three one-year extensions. CalHR reserves the right to negotiate the premium rates if it exercises any or all of the one-year extensions using claims experience and industry trends.
8. **Health Insurance Portability and Accountability Act (HIPAA) Requirements:** While performing the requirements set forth in this Agreement, the Contractor and its subcontractor(s) certify that they currently comply and/or will comply with the required standards of the Health Insurance Portability and Accountability Act of 1996 (reference Public Law 104-91, Dated August 21, 1996) by the required HIPAA implementation dates. The Contractor shall be HIPAA compliant and provide CalHR with evidence of compliancy. In addition, the Contractor shall sign a HIPAA Business Associate agreement with CalHR.
9. **Labor Strike:** Contractor shall not be relieved of any obligation arising under this Agreement due to a labor strike or other work stoppage by Contractor's work force or the work force of any subcontractor engaged by Contractor to provide services under this agreement.
10. **Indemnification:** Bidder agrees to indemnify, defend and save harmless the state, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement. Nothing in this Agreement shall preclude the state from participating in and/or providing its own defense. However, Contractor shall not be relieved from its obligation to indemnify, defend and save harmless the state, its officers, agents and employees even though the state participates in and/or provides its own defense.
11. **Authorization to Utilize State Data:** As the custodian of information, the Bidder is responsible for complying with any and all security policies and procedures established by the owner and the Agency Information Security Office of the information/data as described in State Administrative Manual (SAM), section 5300.3 and 5305.2. Refer to <http://sam.dgs.ca.gov/TOC.aspx> for a copy of the SAM.

The Contractor must promptly investigate incidents involving the unauthorized or accidental modification, destruction, disclosure, loss, or access to automated files and databases, as well as incidents involving loss, damage, or misuse of information assets. The Contractor must notify CalHR and complete a Security Incident Reporting Form, State Information Management Manual (<http://www.dof.ca.gov/HTML/IT/SIMM/SIMM.htm>) immediately upon detection/discovery of the following incidents:

- a. Unauthorized intentional release, modification, or destruction of confidential or sensitive information or the theft of such information, including information stolen in conjunction with the theft of a computer or data storage device.

- b. Use of a state information asset in commission of a crime.
- c. Tampering, interference, damage, or unauthorized access to computer data and computer systems as described in the Comprehensive Computer Data Access and Fraud Act found in the Penal Code of California, section 502 (which can be viewed via <http://www.leginfo.ca.gov/calaw.html>); or
- d. Intentional damage or destruction of state information assets, or the theft of such assets, with an estimated value in excess of \$2,500.

The Contractor agrees to indemnify, defend and hold harmless the state, its officers, agents and employees for data errors, omissions, destruction of data or other faults, and/or damages caused by or related, directly or indirectly, to failures on the part of Contractor or Contractor's designee(s), occurring with Contractor or Contractor's designee(s) electronic data system, including but not limited to: security breaches, data transfer errors, data warehousing errors, omissions or misuse, data theft, eligibility and accounting data errors, and identify theft.

The Contractor must report to CalHR known instances in which personal information, as defined in the Civil Code of the State of California, section 1798.3 (see above reference URL), has been distributed or obtained by any person in a manner not in accordance with the Information Practices Act, the California Public Records Act, and California Civil Code section 1785.10.

IX. Protest Provisions

The following Protest Provisions will apply to this bid, if necessary.

Protests to the Award: Protests to the award of the Agreement are limited to proposing Bidders. The protest must be filed with Barney & Barney, after notice of intent to award the Agreement, but before the actual award. The protesting Bidder has five working days from the date of protest to file a detailed written statement of the protest grounds if the original protest did not contain the complete grounds for the protest.

Protests are limited to the following grounds:

1. CalHR failed to follow the procedures stated in the RFP.
2. CalHR failed to correctly apply the standards for reviewing the format requirements or failed to evaluate the proposals as specified in the RFP.

Should a Bidder file a protest, please note that protests to the award of the contract are limited only to proposing Bidders and must be received by 5:00 p.m. (Pacific Standard Time) on the last day of the protest period. Protesting Bidders must file with Barney & Barney, a full and complete written statement specifying the grounds for the protest. The protest filing period commences on the date of the notification of intent to award, which is five working days prior to the contract award date. It is expected that the contract award date will be approximately December 22, 2014. Protest statements received after 5:00 p.m. (Pacific Standard Time) on the last day of the protest period will be rejected, as will the Bidders protest. If the written arguments are not submitted according to this procedure, the protest may be disqualified. All such rulings will be made by CalHR.

Protests shall be in writing and delivered to:

Barney & Barney, a Marsh & McLennan Agency LLC Company
1999 Harrison St., Ste. 1230
Oakland, CA 94612
ATTN: Allison Barney or Endeliza Hampton

Protests may be sent by regular mail, fax, courier, or personal delivery. Protesting Bidders should include their fax numbers, if applicable. A courtesy copy of any protest should be sent to:

CalHR, Benefits Division
1515 S St., N. Building, Ste. 400
Sacramento, CA 95811-7258
ATTN: Jackie Hensley

X. Exhibits

Exhibit A

Promotional Materials and Services

Materials to be Provided by Respondent	Amount to be Distributed	To CalHR	To All Departments
Employee Brochures			
Hard copies and electronic format			
Year One	270,000	Yes	Yes
Year Two	90,000 ⁽¹⁾	Yes	Yes
Year Three	90,000 ⁽¹⁾	Yes	Yes
Year Four	90,000 ⁽¹⁾	Yes	Yes
Year Five	90,000 ⁽¹⁾	Yes	Yes
Supervisor's Handbooks			
Hard copies and electronic format			
Year One	50,000	Yes	Yes
Year Two	20,000 ⁽¹⁾	Yes	Yes
Year Three	20,000 ⁽¹⁾	Yes	Yes
Year Four	20,000 ⁽¹⁾	Yes	Yes
Year Five	20,000 ⁽¹⁾	Yes	Yes
Monthly Newsletters and Updates Electronic format only	NA	Yes	Yes
Posters Issued Bi-annually Hard copies and electronic format	6,000 per year	Yes	Yes
Business Cards for Posters Issued Bi-Annually	6,500 pads per year (25 cards per pad equals 162,500 cards)	Yes	Yes
Quarterly Utilization Reports Hard copies and electronic format that may be manipulated (e.g., Excel)	One set per department	Hard copy and email	Email
Semi-Annual Utilization Reports Hard copies and electronic format that may be manipulated (e.g., Excel)	One set per department	Hard copy and email	Email
Bargaining Unit Utilization Reports Hard copies and electronic format that may be manipulated (e.g., Excel)	One set	Hard copy and email	No

⁽¹⁾ As needed, not to exceed this amount

Exhibit B

Fee-for-Services Utilization
Fiscal Year 201344

Critical Incident Stress Debriefings CISD (All SOC)	
Total number of debriefings conducted	319
Total hours (inclusive of travel time)	997
Total amount invoiced	\$305,879
CISD (CDCR Only)	
Total hours allotted	250
Total hours used	70
Total amount invoiced	\$18,181

Exhibit C

Certification Clauses

CCC-307

Certification

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

Contractor Certification Clauses

1. **Statement of Compliance:** Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)
2. **Drug-Free Workplace Requirements:** Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
 - a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
 - b. Establish a Drug-Free Awareness Program to inform employees about:
 - 1) The dangers of drug abuse in the workplace;
 - 2) The person's or organization's policy of maintaining a drug-free workplace;
 - 3) Any available counseling, rehabilitation and employee assistance programs; and,
 - 4) Penalties that may be imposed upon employees for drug abuse violations.
 - c. Every employee who works on the proposed Agreement will:
 - 1) Receive a copy of the company's drug-free workplace policy statement; and,
 - 2) Agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. **National Labor Relations Board Certification:** Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. **Contracts For Legal Services \$50,000 Or More- Pro Bono Requirement:** Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10 percent of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. **Expatriate Corporations:** Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.
6. **Sweatfree Code of Conduct:**
- All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.
 - The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).
7. **Domestic Partners:** For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code Section 10295.3.

Doing Business with the State of California

The following laws apply to persons or entities doing business with the State of California.

1. **Conflict of Interest:** Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

- No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

- For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

- b. For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. **Labor Code/Workers' Compensation:** Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)
3. **Americans with Disabilities Act:** Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)
4. **Contractor Name Change:** An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.
5. **Corporate Qualifications to do Business in California:**
 - a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
 - b. "Doing business" is defined in RAndTC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
 - c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.
6. **Resolution:** A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.
7. **Air or Water Pollution Violation:** Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.
8. **Payee Data Record Form Std. 204:** This form must be completed by all contractors that are not another state agency or other governmental entity.

XI. Summary of Electronic File Attachments

Attachment I	Listing of all State of California Employees by Residential Zip Code
Attachment II	EAP Rate Sheet
Attachment III	SOC Subgroup Listing
Attachment IV	Utilization Report from MHN 2009-10
Attachment V	Utilization Report from MHN 2010-11
Attachment VI	Utilization Report from MHN 2011-12
Attachment VII	Utilization Report from MHN 2012-13
Attachment VIII	Utilization Report from MHN 2013-14
Attachment IX	Fee-For-Service Report 2011-12
Attachment X	Fee-For-Service Report 2012-13
Attachment XI	Fee-For-Service Report 2013-14
Attachment XII	Evidence of Coverage