



**REQUEST FOR SEALED BIDS  
TO PROVIDE  
EMPLOYEE ASSISTANCE PROGRAM (EAP) BENEFITS  
FOR THE CITY OF STOCKTON, CALIFORNIA  
(PUR 14-018)**



**BIDS WILL BE RECEIVED UNTIL THE HOUR OF  
2:00 O'CLOCK P.M., THURSDAY, AUGUST 28, 2014,  
IN THE OFFICE OF THE CITY CLERK,  
FIRST FLOOR, CITY HALL, 425 NORTH EL DORADO STREET  
STOCKTON, CALIFORNIA 95202-1997**

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## NOTICE INVITING SEALED BIDS

NOTICE IS HEREBY GIVEN that sealed bids are invited by the City of Stockton, California to provide **Employee Assistance Program (EAP) (PUR 14-018)** in strict accordance with the specifications.

The City is seeking bids from firms to provide EAP Benefits to City employees. Rate bids should be based on current benefits as indicated in the financial section.

The bid specifications and forms can be obtained from the City of Stockton's website at <http://www.stocktongov.com/services/business/bidflash/default.html> and must be delivered to the Office of the City Clerk, City Hall, 425 North El Dorado Street, Stockton, California, 95202, up to but no later than **2:00 p.m., on THURSDAY, AUGUST 28, 2014.**

The City reserves the right to reject any and/or all bids received.

**For Information on Technical Data or Bid Process/Clarification, contact:**

Tami Matuska, HUMAN RESOURCES, CITY OF STOCKTON

Concepcion Gayotin, PURCHASING, CITY OF STOCKTON

Tom Morrison, SEGAL

via email - [Purchasing@stocktongov.com](mailto:Purchasing@stocktongov.com)

DISCLAIMER: The City does not assume any liability of responsibility for errors/omissions in any document transmitted electronically.

Dated: July 31, 2014

BONNIE PAIGE  
CITY CLERK OF THE CITY OF STOCKTON

## BIDDER'S CHECKLIST

### CITY OF STOCKTON / PURCHASING DIVISION

Did You:

- \* \_\_\_ Complete the following bid documents (FROM THIS PACKET ONLY SUBMIT PAGES 15 to 35):
  - \* \_\_\_ Complete and sign the "Bid to be Submitted" form.
  - \* \_\_\_ Sign the "Bidder's Agreement" form. **Include (with bid) name and e-mail address for City contact, if different from signatory.**
  - \* \_\_\_ Sign and notarize by jurat certificate the "Non-Collusion Affidavit" form. An "All-Purpose Acknowledgment" form will not be sufficient.
  - \* \_\_\_ Recheck your math on each item extension and total column. Do not superimpose numerals on your bid forms. If erasures or interlineations appear on your bid form, they must be initialed by the person preparing the bid.
  - \* \_\_\_ Answer questionnaire and submit with bid package.
- \* \_\_\_ Submit one (1) ORIGINAL of all bid documents and one (1) CD with an electronic version of the bid documents to the City. Also, submit a similar courtesy copy to Segal.
- \* \_\_\_ Review all clarifications/questions/answers on the City's website at <http://www.stocktongov.com/services/business/bidflash/default.html>
- \* \_\_\_ Deliver sealed bid to City Hall, City Clerk's Office (1st floor), 425 North El Dorado Street, Stockton, CA 95202, before **THURSDAY, AUGUST 28, 2014, at 2:00 p.m.** Sealed bid shall be marked "Bid" and indicate project name, number, and bid opening date. **Please note that some overnight delivery services do not deliver directly to the City Clerk's Office. This could result in the bid arriving in the City Clerk's Office after the bid opening deadline and therefore not being accepted. NOTE: The Stockton City Clerk's office is closed from 12 noon to 1 p.m. for lunch.**
  - A) **BID – EAP BENEFITS**
  - B) **PUR 14-018**
  - A) **AUGUST 28, 2014**

**For Information on Technical Data or Bid Process/Clarification, contact:**

Tami Matuska, HUMAN RESOURCES  
Concepcion Gayotin, PURCHASING  
Tom Morrison, SEGAL

via email - [Purchasing@stocktongov.com](mailto:Purchasing@stocktongov.com)

\*If not completed as required, your bid may be voided.

\***DISCLAIMER:** The City does not assume any liability or responsibility for errors/omissions in any document transmitted electronically.

\*THIS FORM IS FOR YOUR INFORMATION ONLY AND DOES NOT NEED TO BE SUBMITTED WITH YOUR BID.

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**1.0 GENERAL INFORMATION**

**1.1 REQUEST FOR SEALED BID**

The purpose of this sealed bid is to request bidders to present their qualifications and capabilities to provide **EAP BENEFITS (PUR14-018)** for the City of Stockton.

**1.2 INVITATION TO SUBMIT A BID**

Bids shall be submitted no later than **2:00 p.m., on THURSDAY, AUGUST 28, 2014**, in the office of:

CITY CLERK  
CITY OF STOCKTON  
425 NORTH EL DORADO STREET  
STOCKTON, CA 95202-1997

The bid should be firmly sealed in an envelope which shall be clearly marked on the outside, "EAP BENEFITS for the City of Stockton (PUR14-018)". Additionally, submit one (1) CD with an electronic version of the bid documents. Any bid received after the due date and time indicated will not be accepted and will be deemed rejected and returned, unopened, to the bidder.

Also, submit a similar courtesy copy of the bid document and the CD to Segal at:

The Segal Company  
c/o Tom Morrison  
330 North Brand Blvd., Ste. 1100  
Glendale, CA 91203

The timeliness of bid submission and its acceptance will be determined by the City of Stockton. Any portion or documents submitted to Segal, but not submitted to the City of Stockton will not be accepted.

No unsolicited material will be accepted after the submittal date.

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**1.3 LOCAL BUSINESS PREFERENCE**

**Stockton Municipal Code Section 3.68.090 reads as follows:**

Preference shall be given to the purchase of supplies, materials, equipment, and contractual services from local merchants, quality and price being equal. Local merchants who have a physical business location within the boundaries of San Joaquin County, and who have applied for and paid a business license tax and registration fee pursuant to Stockton Municipal Code Title 5, Chapter 5.08, License Taxes, shall be granted two (2) percent bid preference. Local merchants who have a physical business location within the boundaries of the City of Stockton, and who have applied for and paid a business license tax and registration fee pursuant to Stockton Municipal Code Title 5, Chapter 5.08, License Taxes, shall be granted five (5) percent bid preference. This section is intended to provide preference in the award of certain City contracts in order to encourage businesses to move into and expand within the City. (Ord. 2014-03-18-1601 C.S. § 1; prior code § 3-106.1)

**1.4 CONSEQUENCE OF SUBMISSION OF BID**

- A. The City shall not be obligated to respond to any bid submitted nor be legally bound in any manner by the submission of a bid.
- B. Acceptance by the City of a bid obligates the bidder to enter into a contract with the City.
- C. A contract shall not be binding or valid against the City unless or until it is executed by the City and the bidder.
- D. Statistical information contained in these documents is for informational purposes only. The City shall not be responsible for the accuracy of said data. City reserves the right to increase or decrease the project scope.

**1.5 EXAMINATION OF BID MATERIALS**

The submission of a bid shall be deemed a representation and warranty by the bidder that it has investigated all aspects of the bid, that it is aware of the applicable facts pertaining to the bid process and its procedures and requirements, and that it has read and understands the bid. No request for modification of the provisions of the bid shall be considered after its submission on the grounds the bidder was not fully informed as to any fact or condition. Statistical information which may be contained in the bid or any addendum thereto is for informational purposes only. The City disclaims any responsibility

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for this information which may subsequently be determined to be incomplete or inaccurate.

**1.6 ADDENDA AND INTERPRETATION**

The City will not be responsible for, nor be bound by, any oral instructions, interpretations, or explanations issued by the City or its representatives. Any request for clarifications/questions/answers of a bid shall be made in writing/e-mail and deliverable to:

Tami Matuska, HUMAN RESOURCES, CITY OF STOCKTON  
Concepcion Gayotin, PURCHASING, CITY OF STOCKTON  
Tom Morrison, SEGAL

email - [Purchasing@stocktongov.com](mailto:Purchasing@stocktongov.com)

Such request for clarification shall be delivered to the City by August 7, 2014. Any City response to a request for clarifications/questions/answers will be posted on the City's website at <http://www.stocktongov.com/services/business/bidflash/default.html> by August 14, 2014, and will become a part of the bid. The bidder should await responses to inquiries prior to submitting a bid.

**1.7 DISQUALIFICATION**

Any of the following may be considered cause to disqualify a bidder without further consideration:

- A. Evidence of collusion among bidders;
- B. Any attempt to improperly influence any member of the evaluation panel;
- C. Any attempt to communicate in any manner with a City of Stockton elected official during the bid process will, and shall be, just cause for disqualification/rejection of bidder's bid submittal and considered non-responsive.
- D. A bidder's default in any operation of a contract which resulted in termination of that contract; and/or
- E. Existence of any lawsuit, unresolved contractual claim, or dispute between bidder and the City.
- F. No person, firm, or corporation shall be allowed to make or file or be interested in more than one bid for the same supplies, services, or both; provided, however, that subcontract bids to the principal bidders are

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excluded from the requirements of this section: Section 3.68.120 of the Municipal Code.

**1.8 INFORMAL BID REJECTED**

A bid shall be prepared and submitted in accordance with the provisions of these bid instructions and specifications. Any alteration, omission, addition, variance, or limitation of, from, or to a bid may be sufficient grounds for rejection of the bid. The City has the right to waive any defects in a bid if the City chooses to do so. The City may not accept a bid if:

- A. Any of the bid forms are left blank or are materially altered;
- B. Any document or item necessary for the proper evaluation of the bid is incomplete, improperly executed, indefinite, ambiguous, or missing.

**1.9 CONDITIONS TO BE ACCEPTED IF ANY WORK IS SUBCONTRACTED**

- A. The bidder assumes full responsibility, including insurance and bonding requirements, for the quality and quantity of all work performed.
- B. If bidder's supplier(s) and/or subcontractor's involvement requires the use of a licensed, patented, or proprietary process, the bidder of the process is responsible for assuring that the subcontractor, supplier, and/or operator have been properly authorized to use the process or for providing another process which is comparable to that which is required prior to submission of a bid.

**1.10 LICENSING REQUIREMENTS**

Any professional certifications or licenses that may be required will be the sole cost and responsibility of the successful bidder.

**A City of Stockton Business license may be required for this project. Please contact the City of Stockton Business License Division at (209) 937-8313.**

**1.11 INSURANCE REQUIREMENTS**

Bidder, at bidder's sole cost and expense and for the full term of the resultant contract or any extension thereof, shall obtain and maintain at least all of the insurance requirements listed in attached Exhibit 1.

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Proof of insurance coverage for personal injury and property damage, including commercial, general and automobile liability and contractual liability shall be provided in the amount of not less than \$1,000,000 and in a form acceptable to the City. The City of Stockton shall be named an additional insured by separate endorsement. Vendor shall provide notice to the City of any change in or limitation of coverage or of cancellation no less than 30 days prior to the effective date. Proof of worker's compensation coverage pursuant to statutory requirements shall also be provided.

All policies, endorsements, and certificates shall be subject to approval by the Risk Manager of the City to Stockton as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the Risk Manager.

Maintenance of proper insurance coverage is a material element of this contract and that failure to maintain or renew coverage or to provide evidence of renewal may be treated as a material breach of contract.

All coverage shall be provided by a carrier authorized to transact business in California and shall be primary.

**The Proponent shall assert that these insurance requirements will be met as part of their proposal response. *Failure to comply with these insurance requirements may result in a proposal being deemed unresponsive.* Proponent shall satisfy these insurance requirements concurrently with the signing of the contract prior to commencement of work. *It is strongly suggested that insurance requirements be reviewed with Proponent's broker to ensure any additional costs are included in the proposal pricing component.***

**Any questions pertaining to insurance requirements, please contact City of Stockton Risk Services at (209) 937-5037.**

**1.12 HOLD HARMLESS DEFENSE CLAUSE**

Contractor agrees to indemnify, save, hold harmless, and at City's request, defend the City, its officers, agents, and employees from any and all costs and expenses (including attorney and legal fees), damages, liabilities, claims, and losses occurring or resulting to the City in connection with the performance, or failure to perform, by Contractor, its officers, agents, sub-contractors, employees, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable under this Agreement, and from any and all costs and expenses (including attorney and legal fees), damages, liabilities, claims, and losses occurring or resulting to any person, firm, or corporation who may be

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injured or damaged by the performance, or failure to perform, of Contractor, its officers, agents, or employees under this Agreement. The duty to defend and the duty to indemnify are separate and distinct obligations. The City's acceptance of the insurance certificates required under this Agreement does not relieve the Consultant from its obligation under this paragraph. The indemnification obligations of this section shall survive the termination of this agreement.

**The proponent shall assert that these indemnification/Hold Harmless provisions will be adhered to as part of their proposal. *Failure to agree with this language may result in a proposal being deemed unresponsive.***

**1.13 APPLICABLE LAW**

This agreement shall be governed by the laws of the State of California. Venue shall be proper in the Superior Court of the State of California, county of San Joaquin, Stockton Branch, or, for actions brought in Federal Court, the United States District Court for the Eastern District of California, Sacramento Division.

**1.14 METHOD OF PAYMENT**

Payment will be made within thirty (30) days after invoices are received and accepted by the City Manager or designee. Invoices are to be rendered monthly.

**1.15 NOTICE TO OUT-OF-STATE BIDDER**

The City of Stockton will pay all applicable sales/use tax directly to the State of California for this purchase.

It is the policy of the City of Stockton to pay all applicable California sales/use tax directly to the State Board of Equalization (BOE) pursuant to California Revenue and Taxation Code 7051.3. The City of Stockton will self-accrue all sales/use tax on purchases made from out-of-state bidders.

Sales and use tax on purchases made by the City of Stockton from all companies located outside California and whose products are shipped from out of state will be remitted to the BOE directly by the City under permit number **SR KHE 28-051174 DP**. **Please do not include sales/use tax on the invoice that you submit to the City of Stockton.**

**1.16 TERM**

Term of the agreement(s) with selected Contractors will commence January 1, 2015 for three years, with an option to renew the contract for two consecutive one-year terms, upon the mutual consent of both parties.

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**1.17 COMPETITIVE PRICING**

Bidder warrants and agrees that each of the charges, economic or product terms or warranties granted pursuant to this Contract are comparable to or better than the equivalent charge, economic or product term or warranty being offered to any similarly situated commercial or other government customer of bidder. If bidder enters into any arrangements with another customer of bidder to provide product under more favorable charges, economic or product terms or warranties, bidder shall immediately notify CITY of such change and this Contract shall be deemed amended to incorporate the most favorable charges, economic or product terms or warranties.

**1.18 FUNDING**

Any contract which results from this bid will terminate without penalty at the end of the fiscal year in the event funds are not appropriated for the next fiscal year.

If funds are appropriated for a portion of the fiscal year, this contract will terminate without penalty, at the end of the term for which funds are appropriated.

**1.19 UNCONDITIONAL TERMINATION FOR CONVENIENCE**

The City may terminate the resultant contract for convenience by providing a sixty (60) calendar day advance notice unless otherwise stated in writing.

**1.20 AUDITING OF CHARGES & SERVICES**

The City reserves the right to periodically audit all charges and services made by the bidder to the City for services provided under the contract. Upon request, the bidder agrees to furnish the City with necessary information and assistance.

**1.21 AWARD**

Upon conclusion of the bid process, a contract may be awarded for EAP BENEFITS for the City of Stockton.

The City reserves the right to make an award on any item, quantity of any item, group of items, or in the aggregate to that/those bidder(s) whose bid(s) is/are most responsive to the needs of the City. Further, the City reserves the right to reject any and all bids, or alternate bids, or waive any informality in the bid as is in the City's best interest.

Consideration will be given in comparing bids and awarding a contract, not only to the dollar amount of the bids, but also to:

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- Kind
- Suitability
- Standardization
- Delivery time
- Any other criteria as best suits the City of Stockton
- Compatibility resulting in the lowest ultimate cost; Best value to the City

**1.22 CHANGES**

The City's Representative has the authority to review and recommend or reject change orders and cost bids submitted by the bidder or as recommended by the bidder's project manager, pursuant to the adopted City of Stockton Standard Specifications.

**1.23 OTHER GOVERNMENTAL AGENCIES**

If mutually agreeable to all parties, the use of any resultant contract/purchase order may be extended to other political subdivisions, municipalities, or tax supported agencies.

Such participating governmental bodies shall make purchases in their own name, make payment directly to successful bidder and be liable directly to the successful bidder, holding the City of Stockton harmless.

**1.24 PRODUCT OWNERSHIP**

Any documents, products or systems resulting from the contract will be the property of the City of Stockton.

**1.25 CONFIDENTIALITY**

If bidder believes that portions of a bid constitute trade secrets or confidential commercial, financial, geological, or geophysical data, then the bidder must so specify by, at a minimum, stamping in bold red letters the term "**CONFIDENTIAL**" on that part of the bid which the bidder believes to be protected from disclosure. The bidder must submit in writing specific detailed reasons, including any relevant legal authority, stating why the bidder believes the material to be confidential or a trade secret. Vague and general claims as to confidentiality will not be accepted. The City will be the sole judge as to whether

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a claim is general and/or vague in nature. All offers and parts of offers that are not marked as confidential may be automatically considered public information after the contract is awarded. **The bidder is hereby put on notice that the City may consider all or parts of the offer public information under applicable law even though marked confidential.**

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**2.0 BACKGROUND/GENERAL NATURE OF SERVICE**

The City currently provides EAP services to all full-time active employees and their families through Integrated Behavioral Health (IBH) at no cost to the employee. Services include confidential assessments, up to three counseling sessions (free of charge), and referral services for extended treatment, which is then provided through the employee's medical plan.

**Census**

Please contact Mandy Chu at [mchu@segalco.com](mailto:mchu@segalco.com) to obtain census information. Census will be provided upon receipt of the signed Confidentiality Agreement (Exhibit 2).

**Services**

You are asked to provide the same services that are currently in place. Please refer to the Scope of Services and Exhibit A in Attachment A. You must note any deviations in the questionnaire section. If no deviations are noted, you are agreeing to duplicate current coverage exactly.

**Utilization Report**

Please refer to Attachment B.

**Effective Date of Contracts**

The contract for all services will be effective January 1, 2015.

**Commissions**

Your bid must exclude commissions.

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**2.1 SUMMARY OF PROCESS AND REQUIREMENTS**

**A. Questions**

All questions must be submitted via email ([Purchasing@stocktongov.com](mailto:Purchasing@stocktongov.com)) to the City of Stockton.

Questions will be posted in full, along with the responses on the website.

Inquiries are not to be directed to any individuals affiliated with or employed by Segal. Such unauthorized communication may disqualify the bidder from further consideration. However, Segal reserves the right to discuss any part of any response for the purpose of clarification. Bidders will be given equal access to any communications regarding the bid that take place between Segal and other bidders. All information will be posted in the City of Stockton's Bidflash Page: <http://www.stocktongov.com/services/business/bidflash/default.html>

**B. Bid Content**

Bids must contain responses to the Questionnaire of this document, as well as the associated fees under Table 1A of the Bid To Be Submitted page.

**C. Bid Submittal**

1. Bidder must submit the following by 2 PM (Pacific Standard Time), Thursday, AUGUST 28, 2014.

To the City: one (1) CD, one (1) signed original

To Segal: one (1) CD, one (1) complete copy of the bid

Please submit electronic documents in either Word or Excel format if applicable.

2. Bids must be enclosed in a sealed envelope or package and clearly marked as follows:

**BID – EAP BENEFITS  
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AUGUST 28, 2014**

- a. Official copy to: CITY CLERK  
CITY OF STOCKTON  
425 NORTH EL DORADO STREET  
STOCKTON, CA 95202-1997

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b. Courtesy copy to: TOM MORRISON  
THE SEGAL COMPANY  
330 NORTH BRAND BLVD, SUITE 1100  
GLENDALE, CA 91203

3. No unsolicited material will be accepted after the submittal date.
4. Bids shall remain confidential until the contract(s), if any, resulting from this process are awarded. Thereafter, all information submitted in response to this bid shall be deemed public record. Please see information under Section 1.25 regarding the submission of confidential or proprietary data.
5. Bidder, by submitting its bid, agrees that any costs incurred by bidder in responding to this bid are to be borne by the bidder and may not be billed to the City of Stockton.
6. The bid due date is subject to change. If the bid due date is changed, all known recipients of the original bid will be notified of the new date. The City reserves the right to reject any or all bids.

D. Duration of Bid

All bids will remain in effect and legally binding for at least 180 days from the submittal date.

E. Additional Requirements

1. Right to Audit – The successful bidder will be required to allow the City the full right to audit.
2. Plan Rules – The bidder agrees to accept any specified eligibility or benefit rules established by the City. Any proposed modifications to the specified eligibility or benefit must be clearly pointed out in the appropriate section of the bid.
3. Transfer of Records – In the event of contract termination, the administrator agrees to transfer to the City (or to a successor administrator) within 30 days of termination notice all data and participant records necessary for the continued administration of the plans. The administrator must agree to continue operations until the transfer of data has been completed.
4. All record documents and data shall be the property of the City and not the administrator.

# BID DOCUMENTS

- A) BID – EAP BENEFITS
- B) PUR 14-018
- C) AUGUST 28, 2014

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

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

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

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

EMAIL: \_\_\_\_\_

## **BID TO BE SUBMITTED**

### **FEE QUOTATION FORM**

1. Rates shown must be valid for a January 1, 2015 effective date and may not expire prior to the award of contract made by The City.
2. Rates must be guaranteed for the specified contract period on the Fee Quotation Form.
3. All rates quoted must exclude any commissions or payment to any third party.
4. Any start-up costs, development of communications materials and any other charges must be included in the base fees.
5. All underwriting rules/restrictions that apply to rates quoted must be listed as an attachment to the rate exhibit. You may not place contingencies on your bid based upon variations in enrollment.
6. You are to assume no changes to the current eligibility rules.
7. Your proposal should be based on administering the current benefits. Please list any benefits that your company cannot administer as requested in the questionnaire section of the Bid.
8. Rates are provided on a fully insured basis.
9. Please fill out the fee quotation form, including an estimate of the average monthly claims cost per eligible employee.

**FEE QUOTATION FORM**

**TABLE 1A – CURRENT BENEFITS**

PLEASE DO NOT ALTER THE TABLES

<b>EAP Service</b>	<b>1/1/15- 12/31/15</b>	<b>1/1/16- 12/31/16</b>	<b>1/1/17- 12/31/17</b>	<b>Year 4 (optional)</b>	<b>Year 5 (optional)</b>
Fee per covered employee per month					
Total Monthly Fees					
Total Annual Fees					
Estimated average monthly claims cost per eligible employee					

I/We agree to provide benefits for the City of Stockton, in accordance with the provisions and specifications listed in this Bid.

\_\_\_\_\_  
FIRM

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED PERSON

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
NAME OF AUTHORIZED PERSON

\_\_\_\_\_  
DATE SIGNED

(\_\_\_\_\_) \_\_\_\_\_  
TELEPHONE

**IF YOU DO NOT WISH TO BID, PLEASE RETURN YOUR BID IMMEDIATELY STATING REASON.**

List of all services that are included in fees. (Please specify all services as this list will be included in a contract agreement should your firm be selected).

List of optional services your company can provide which are not included in the noted fees, along with associated fees.

## PERFORMANCE GUARANTEES

1. The City is looking for a flat dollar (\$\$\$) performance guarantee amount that can be allocated by the City across the various guarantees as they choose. Please indicate the amount you are willing to place at risk.
2. The City will require specific performance guarantees. In addition, you may provide other guarantees designed to differentiate your program. All guarantees shall be set and measured annually. Measurement of performance guarantees may be based on internal self-reporting, subject to independent audit.

Guarantee	Penalty	Standard	Frequency
Achieve a minimum of 99% financial accuracy			
Process 99% of claims within 30 calendar days			
Answer 90% of calls within 30 seconds			
Implementation guarantee			once
Respond to 95% of written inquires within 20 calendar days			
Resolve 95% of written inquiries within 30 calendar days			
Resolve 95% of telephone inquiries within 1 calendar day			
Maintain call abandonment rate below 5%			
Respond to 95% of client inquires within 10 calendar days			
Resolve 99% of appeals within 60 calendar days			
Achieve 95% of Coding Accuracy			
<b>TOTAL</b>			

**Table to be completed by bidder.**

**BIDDER’S AGREEMENT**

In submitting this bid, as herein described, the bidder agrees that:

1. They have carefully examined the specifications and all other provisions of this form and understand the meaning, intent, and requirements of same;
2. They have reviewed and understand all clarifications/questions/answers on the City’s website at: <http://www.stocktongov.com/services/business/bidflash/default.html>;
3. They will enter into written contract and furnish the item(s)/service(s) in the time specified in strict conformity with the specifications and conditions contained therein for the price quoted by the bidder on this bid;
4. The proposed price is inclusive of all freight and handling charges and includes delivery to the City of Stockton, Human Resources Department, or if specified, to the alternate point of delivery shown in the specifications;
5. They have signed and notarized the attached Non-Collusion Affidavit form whether individual, corporate or partnership. Must be “A Jurat” notarization;

FIRM	ADDRESS
SIGNATURE OF AUTHORIZED PERSON	TITLE
NAME OF AUTHORIZED PERSON	DATE SIGNED
( ) TELEPHONE	E-MAIL ADDRESS

**NOTE:** *Bids are invalid if submitted unsigned.* If erasures or interlineations appear on your bid form, they must be initialed by the person preparing the bid. Bids shall be mailed or delivered to:

OFFICE OF THE CITY CLERK  
FIRST FLOOR, CITY HALL  
425 NORTH EL DORADO STREET  
STOCKTON, CALIFORNIA 95202-1997

on or before **2:00 p.m. THURSDAY, AUGUST 28, 2014**, and publicly opened immediately thereafter in the City Council Chambers. Courtesy copy shall be sent to Segal.

**SPECIAL NOTE:** U.P.S. OR OTHER SPECIAL HANDLING SERVICES DO NOT DELIVER DIRECTLY TO THE CITY CLERK’S OFFICE. BIDDERS ARE ADVISED THAT IF A SPECIAL HANDLING SERVICE IS USED, BIDS MAY NOT REACH THE CITY CLERK’S OFFICE IN TIME FOR BID OPENING AND WILL BE REJECTED AND RETURNED TO BIDDER.

**NON-COLLUSION AFFIDAVIT  
FOR INDIVIDUAL BIDDER**

**No. 1**

**STATE OF CALIFORNIA,** \_\_\_\_\_ )ss.  
**County of** \_\_\_\_\_ )  
(insert)

\_\_\_\_\_ being first duly sworn, deposes and says: That on behalf of any person not named herein; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly with, or induced or solicited any other bid or person, firm or corporation to put in a sham bid, or that such other person, firm or corporation shall or should refrain from bidding; and has not in any manner sought by collusion to secure to themselves any advantage over or against the City, or any person interested in said improvement, or over any other Bidder.

\_\_\_\_\_  
(Signature Individual Bidder)

Subscribed and sworn to (or affirmed) before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_  
by \_\_\_\_\_, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Seal \_\_\_\_\_

Signature \_\_\_\_\_

**No. 2**

**AFFIDAVIT FOR CORPORATION BIDDER**

**STATE OF CALIFORNIA,** \_\_\_\_\_ )ss.  
**County of** \_\_\_\_\_ )  
(insert)

\_\_\_\_\_ being first duly sworn, deposes and says: That they are the \_\_\_\_\_ of \_\_\_\_\_ a corporation, which corporation is the party making the foregoing bid, that such bid is genuine and not sham or collusive, or made in the interest or behalf of any person not named herein; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly with, or induced or solicited any other bid or person, firm or corporation to put in a sham bid, or that such other person, firm or corporation shall or should refrain from bidding; and has not in any manner sought by collusion to secure to themselves any advantage over or against the City, or any person interested in said improvement, or over any other Bidder.

\_\_\_\_\_  
(Signature Corporation Bidder)

Subscribed and sworn to (or affirmed) before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_  
by \_\_\_\_\_, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Seal \_\_\_\_\_

Signature \_\_\_\_\_

**No. 3**

**AFFIDAVIT FOR FIRM, ASSOCIATION, OR CO-PARTNERSHIP**

**STATE OF CALIFORNIA,** \_\_\_\_\_ )ss.  
**County of** \_\_\_\_\_ )  
(insert)

\_\_\_\_\_,  
each being first duly sworn, depose and say: That they are a member of the firm, association or co-partnership,  
designated as \_\_\_\_\_ who is the party making the foregoing bid; that the other partner, or partners, are \_\_\_\_\_ that such bid is genuine and not sham or collusive, or made in the interest or behalf of any person not named herein; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly with, or induced or solicited any other bid or person, firm or corporation shall or should refrain from proposing; and has not in any manner sought by collusion to secure to themselves any advantage over or against the City, or any person interested in said improvement, or over any other Bidder.

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

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

Subscribed and sworn to (or affirmed) before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_  
by \_\_\_\_\_, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Seal \_\_\_\_\_

Signature \_\_\_\_\_

## BID QUESTIONNAIRE

### Questionnaire Instructions to Vendors

**\*\*\*DO NOT ALTER THE QUESTIONS OR QUESTION NUMBERING\*\*\***

- Provide an answer to each question even if the answer is “not applicable” or “unknown.” Incomplete questionnaires may be cause for disqualification.
- If your response to a question differs by the type of coverage you are proposing, provide a separate response for each coverage and clearly indicate to which coverage your response pertains.
- Answer the question as directly as possible.
  - If the questions asks “How many...” provide a number
  - If the question asks, “Do you...” indicate Yes or No **first**, followed by your additional narrative explanation.
- Responses should not exceed 200 words in length.
- Responses should not refer to your appendix/attachments for further information.
- Vendor will be held accountable for accuracy/validity of all answers.
- Remember, BID responses will become part of the contract between the winning Vendor and the City.

**NOTE: Please make sure to include an electronic copy of your completed questionnaire in Word on the CD with your response.**

**ALL QUESTIONS REGARDING THIS BID SHALL BE MADE IN WRITING/E-MAIL AND DELIVERABLE TO THE CITY OF STOCKTON AS INDICATED ON PAGE 5 - SECTION 1.6 ADDENDA AND INTERPRETATION.**

**DO NOT ALTER THE QUESTIONS.**

**A. GENERAL REQUIREMENTS**

**For this section of the questionnaire, answer the question/requirement with a simple “Yes” or “No” answer. If you answer “No” to any of the questions/requirements in this section, please explain the response at the end of the section. The explanation will be reviewed; however, failure to agree to all of the terms requested in this section may cause the City to deem your proposal non-responsive.**

1.	Do you agree that if this proposal results in your company being awarded a contract and if, in the preparation of that contract, there are inconsistencies between what was proposed and accepted versus the contract language that has been generated and executed, that any controversy arising over such discrepancy will be resolved in favor of the language contained in the proposal or correspondence relating to your proposal?	<input type="checkbox"/> Yes <input type="checkbox"/> No
2.	Will you agree to be bound by the terms of your proposal until a final contract is executed?	<input type="checkbox"/> Yes <input type="checkbox"/> No
3.	Do you agree to all the terms and conditions in Section I of this Bid?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.	You will be required to issue the Contract <b><u>within thirty (30) calendar days</u></b> after being given a <i>Notice of Intent to Award</i> unless waived by the City. Please confirm your acceptance of this requirement.	<input type="checkbox"/> Yes <input type="checkbox"/> No
5.	Confirm that your proposed rates exclude commissions.	<input type="checkbox"/> Yes <input type="checkbox"/> No
6.	Other than the quoted premium rates in the financial section of this Bid, there should not be any other charges or fees of any kind that will or could apply to the City such as start-up costs, booklets or printing. The fees quoted shall include all services and supplies that could reasonably be expected to be provided to the City during the course of your administration of the plans. Confirm your agreement to this requirement.	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.	Please confirm that there will be no adjustments to the proposed fees and/or rates based on actual enrollment or subsequent shifts in enrollment.	<input type="checkbox"/> Yes <input type="checkbox"/> No
8.	The City requires that it maintain the right to terminate the contract at any time with no financial penalty provided that it gives 30 days advance written notification to the contractor. Do you agree to this provision?	<input type="checkbox"/> Yes <input type="checkbox"/> No
9.	Will you transfer enrollment cards, claim information, and other administrative records to any carrier that would replace you in the event of termination of this contract at no charge?	<input type="checkbox"/> Yes <input type="checkbox"/> No
10.	Do you agree to the provision that changes in premium rate may only occur on the anniversary date unless required by mandatory benefit changes?	<input type="checkbox"/> Yes <input type="checkbox"/> No
11.	Do you agree to include a minimum of 180 days’ advanced notice of renewal rates in your contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No
12.	Confirm that you agree to waive any and all actively at-work restrictions and pre-existing condition limitations for employees enrolled in the plan on the contract effective date and waive any pre-existing limitation for employees that enroll after the policy effective date. Contract should include such language.	<input type="checkbox"/> Yes <input type="checkbox"/> No
13.	Will you agree to accept any specified eligibility rule established by the City?	<input type="checkbox"/> Yes <input type="checkbox"/> No
14.	Will you guarantee that all insureds (including COBRA participants), who would have continued to be covered on the plan effective date if there had been no change in carriers, will be covered by your policy on the plan effective date?	<input type="checkbox"/> Yes <input type="checkbox"/> No
15.	Will you agree to include in your contract a hold harmless provision that	<input type="checkbox"/> Yes <input type="checkbox"/> No

<p>indemnifies the City against liability that arises as the result of negligent acts, errors, omissions, fraud and other criminal acts committed by your network providers, officers, employees, and agents of the organization?</p>	
<p>16. Do you agree to maintain compliance with HIPAA privacy and security for the duration of the contract with the City and after it ends?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>17. Confirm that your company is in compliance with all state and federal laws applicable to the programs you are proposing or the services you will provide.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>18. Do you agree to provide quarterly and annual reporting (<i>i.e.</i>, Premium, claims, enrollment and utilization)?</p> <ul style="list-style-type: none"> <li>- Enrollment</li> <li>- Premium</li> <li>- Claims</li> <li>- Utilization</li> </ul>	<input type="checkbox"/> Yes <input type="checkbox"/> No

Explain any “No” answers provided in the requirements above:

## BID QUESTIONNAIRE

**YOUR BID MUST INCLUDE ANSWERS TO EACH OF THESE QUESTIONS.** Failure to answer all questions may eliminate your proposal from consideration. In answering the questions, please do not refer to another section of your proposal.

EAP GENERAL INFORMATION	VENDOR RESPONSE
<p>1. What are your company's most recent claims paying ability rating from Standard &amp; Poors, Moody's, Duff &amp; Phelps and Best's? (If you are not rated by one or more of these organizations, please state so).</p>	<p><b>Rating                      Date</b></p> <p>AM Best</p> <p>Standard &amp; Poor</p> <p>Fitch</p> <p>Moody's</p> <p>Other/Not Rated (circle one and explain)</p>
<p>2. Has there been any change in your ratings in the last 2 years? If yes, please explain the nature and reason(s) for the change.</p>	
<p>3. Has your organization acquired, been acquired by, or merged with another organization in the past 24 months?</p>	
<p>4. What fidelity and surety insurance or bond coverage do you carry to protect your clients? Specifically describe the type and amount of the fidelity bond insuring your employees which would protect this plan in the event of a loss. Please confirm that you agree to furnish a copy of all such policies for review by legal counsel if requested.</p>	
<p>5. Please refer to Attachment A for your proposed plan and include details on any limitations, restrictions and additional benefits. If your bid deviates in any way from the coverage currently in effect, you <b>must</b> clearly itemize all deviations here.</p>	
<p>6. Describe how premium will be billed and collected, when premium is due, grace periods, and the process for late payment charges. Include the interest rate credited to early payment, and interest rate charged for late payments.</p>	
<p>7. Do you agree to provide a complete financial accounting report for the group? Please attach a sample of an actual report (naturally, omitting any means of identifying the policyholder).</p>	
<p>8. Assuming that a policy terminates on a policy anniversary, will a regular annual</p>	

EAP GENERAL INFORMATION	VENDOR RESPONSE
financial accounting report be made of the most recently completed policy year? What if termination occurs off the anniversary date?	
9. Do you agree that upon termination of an insurance contract with your company, your company would remain liable for all pending and unreported claims incurred prior to the termination date?	
10. a. Will your rates be guaranteed for all coverage for the requested time period beginning on the policy effective date?	
b. Thereafter, will your rates be guaranteed for each succeeding full twelve-month period or longer period as negotiated?	
c. Will this provision be included in your contract?	
11. Does the contract provide the plan sponsor the right to audit the performance of the plan and services provided? Indicate what services, records and access will be made available to the plan sponsor at no additional charge. Also, indicate frequency and notice requirements that are part of the right to audit provision.	
12. Where is the office located that would handle the general servicing of this account?	
13. Do you agree to attend onsite City meetings during the year, as requested, including a yearly benefits fair?	
14. What is the minimum amount of implementation lead-time you need in order to initiate services for the City.  Provide a general timetable of the major events that need to take place during implementation (along with estimated dates) in order to coordinate a smooth implementation of your services by the effective date of the contract with the City.	
15. List any <b>transition issues</b> the client should consider with respect to moving services from an existing vendor to your services.	
16. Indicate if you have ways to accommodate the special needs of the following types of participants:	

<b>EAP GENERAL INFORMATION</b>	<b>VENDOR RESPONSE</b>
<ul style="list-style-type: none"> <li>a. Deaf or hearing impaired</li> <li>b. Non-English speaking</li> <li>c. Blind or visually impaired</li> <li>d. Other types of accommodations possible:</li> </ul>	
<p>17. Indicate the toll-free phone number this client's enrollees will call.</p>	
<p>18. Indicate your standard business hours, "after" hours and days:</p> <p>DAYS</p> <p>HOURS</p>	
<p>19. Explain any of your current contractual relationships with a third-party firm in which the third party firm will be paid by the City either directly or indirectly (e.g. % of savings) during the course of the contract with this City.</p>	
<p>20. Do you agree that you will not assign or transfer the rights or obligations of the contract or any portion thereof, without the prior written approval of the City?</p>	
<p>21. Describe any pending or closed lawsuits against your organization in the past 2 years.</p>	
<p>22. If your company is awarded this business, how soon after notification of the award would you be able to have a draft of the insured products:</p> <ul style="list-style-type: none"> <li>a. Master Policy?</li> <li>b. Certificate booklet?</li> </ul>	
<p>23. Confirm that you have included a copy of your proposed performance guarantees with your bid.</p>	

<b>EAP SERVICES</b>					
24. Complete the following chart regarding the <b>services available from your EAP Program</b> in addition to general short-term EAP counseling:					
<b>Service</b>	<b>Service NOT available</b>	<b>Service IS available WITHIN our quoted fees</b>	<b>Service available for an <u>additional fee</u></b>	<b>Services provided by the staff of our EAP firm</b>	<b>If services are provided under a subcontracted arrangement, indicate the name of vendor with whom you work.</b>
Legal					
Financial					
Elder Care Info and Referral					
Child Care Info and Referral					
Health Information Audio Library					
Wellness: Weight management counseling					
Wellness: Tobacco cessation counseling					
Wellness: Health Risk Appraisal questionnaire					
Worksite EAP seminars on topics such as positive parenting, living with teenagers, identifying and reducing stress, etc.					
Describe any other services offered by or able to be accessed through your EAP organization that have not already been asked elsewhere in this RFP:					

<b>EAP GENERAL INFORMATION</b>	<b>VENDOR RESPONSE</b>
25. Do you have the ability to maintain an eligibility database for pre-certification of services?	
26. Are you able to provide 24-hour telephonic access, seven days a week, to crisis mental health and substance abuse triage and counseling by trained, licensed professionals, with all calls logged.	

EAP GENERAL INFORMATION	VENDOR RESPONSE
27. Do you agree that participants will have access to qualified counselors within these guidelines: urgent=same day, elective=within 5 working days?	
28. Do you agree to provide quarterly and annual utilization statistics, to include the following data on your EAP program: a. Total number of contacts each quarter. b. Number of contacts by type (e.g., walk-in, phone call, etc.) c. Number of contacts by enrollee status (e.g., employee, retiree, spouse, and child). d. Source of contact (e.g., self, supervisor, doctor, family member, etc.) e. Number of contacts by Primary presenting problem (e.g., stress, depression, alcohol, suicidal, marital, etc.) f. Contact type (first contact with EAP, previous contact). g. Contact gender (male, female). h. Contact age (in age band groupings such as, less than 18, 19-25, 26-35, 36-50, 51-64, 65 and older).	
29. Do you perform an Annual Patient Satisfaction Survey? (Y/N) If so, please provide the following information: a. Number of surveys distributed. b. Number of survey results received. c. At what point do you survey the individual? d. Will you provide client-specific survey results (if a statistically valid sampling is collected)?	
30. How will you transition those individuals who may be in the midst of a counselor/psychiatrist relationship at the start of the contract?	
31. Are on-site employee orientation meetings to familiarize employees with your services available? If so, are they included in your proposal? Is there a limit to the services?	

<b>EAP GENERAL INFORMATION</b>	<b>VENDOR RESPONSE</b>
32. Do you agree that your EAP program will be functioning as a Covered Entity under HIPAA regulations for this client's contract?	
33. Provide a listing of your EAP counselors located in the City of Stockton?. Based on the census provided, how many counselors are within a 15 mile radius of Stockton?	
34. Do you currently have an adequate number of staff to provide EAP counseling services to the client? If not, do you propose expanding your staff so that all regions are covered adequately?	
35. Are your EAP counseling services available: a. Evenings? b. Weekends? c. Holidays?	
36. a. Is verification of eligibility for EAP services needed? b. If so, at what point do you verify eligibility? c. From whom/how do you verify eligibility?	
37. Describe in detail where EAP assessment and therapy sessions will take place. In a central location, at individual office locations, etc..	
38. Outline the process from initial phone call to the first meeting with an EAP counselor.	
39. Indicate the average time to complete your EAP intake process.	
40. What do you do when a patient still needs help and has exhausted the number of visits available under their employer's EAP plan design?	

<b>EAP NETWORK PROVIDER CAPABILITIES</b>	<b>VENDOR RESPONSE</b>
1. Discuss any significant changes in the size or location of your network in the next year, which would affect the Client's population.	
2. Indicate the type(s) of providers that currently have contracts with your network: a. Physicians, counselors, all mental health and substance abuse specialties except. b. Mental health/substance abuse hospital(s). c. Other ancillary providers (describe).	
3. What type of cases or specialized treatment conditions cannot be provided by the hospitals in your network (i.e., anorexia, bulimia, severe psychosis, commitment)?	
4. Where can these services be provided?	
5. Based on your most recent 12 months of experience with your current client base for whom you provide EAP Services, provide the following information related to referrals: a. Total number of referrals. b. Number and type of referral (e.g., answered questions only, refer for self-help, refer to EAP counseling, refer to PPO provider, refer to inpatient confinement, etc.). c. Reason for referral (need provider outside our expertise, exhausted number of EAP visits, etc.).	
6. What is the anticipated percent of enrollees who upon initial EAP evaluation need referral to a source other than your EAP counselors?	
7. What are the behavioral health (mental or substance abuse) diagnoses which your EAP program does not handle and necessitate referral outside your EAP program (e.g. psychiatrist medication management).	
8. What factors determine whether your EAP will proceed with EAP counseling under the EAP benefit versus referring to the client's medical program?	

<b>EAP NETWORK PROVIDER CAPABILITIES</b>	<b>VENDOR RESPONSE</b>
9. Will dedicated case workers & counselors be assigned to this account? If so, how many case workers/counselors will you assign?	
10. In what situations will a counselor or provider provide onsite assistance to patients at the emergency department or other locations?  a. Is this service included in your basic fees?  b. If not, please outline any fees.	
11. Based on your most recent 12 months of experience with your current client base for whom you provide EAP Services, provide the following information related to the services you are proposing:  a. Total number of patients counseled.  b. Total number of EAP visits.  c. Average number of EAP visits per patient.  d. Number of visits by counseling type (e.g., depression, marital discord, alcohol/sub abuse, etc.).	
12. How long has your firm been providing EAP services?	
13. Indicate the extent of your EAP service capabilities (within the city only, state, a few states, national, or international).	
14. Indicate any services for which your firm subcontracts.	
15. Indicate if the following communication devices will be provided to the City:  a. Table Tents  b. Newsletters  c. Payroll Stuffers  d. Other	<b>Yes/No (if additional cost, identify amount)</b>
16. What level of employee answers the phone when a member calls? (i.e., a receptionist with no clinical background, a counselor with a clinical background, Master of Social Work, etc.)	

<b>EAP NETWORK PROVIDER CAPABILITIES</b>	<b>VENDOR RESPONSE</b>
17. For your EAP counseling staff, what are your requirements for education (Master of Science, Licensed Clinical Social Worker, etc.) and years of clinical experience?	
18. What percent of your EAP counselors/therapists are at a Master's degree level?	
19. Indicate the qualifications of the staff that interact with the individual from initial phone call or walk-in, including triage and actual EAP counseling.	
20. What percent of your operational staff (e.g., intake coordinators and counselors) have been with your firm for more than one year?	
21. What are the total number of employees in your firm: a. Today b. One year ago	
22. Is your EAP program accredited by the Employee Assistance Society of North America (EASNA) and does it follow the guidelines of the Employee Assistance Professionals Association (EAPA)?	
23. Describe the general credentialing process and minimum criteria for an EAP counselor to be selected as a network provider. Include the minimum required malpractice coverage per individual practitioner, per occurrence. If the process differs by type of provider (i.e., intake phone counselor vs. face to face counselor), please indicate and describe separately.	

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

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

## EXHIBIT 1 – INSURANCE REQUIREMENTS

### EAP CONSULTANT

**CONSULTANT** shall procure and maintain for the duration of the Agreement, insurance against all claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the CONSULTANT, its agents, representatives, volunteers, or employees.

1. **INSURANCE** Throughout the life of this Contract, the Consultant shall pay for and maintain in full force and effect with an insurance company admitted by the California Insurance Commissioner to do business in the State of California and rated not less than “A: VII” in Best Insurance Key Rating Guide, the following policies of insurance:
  - A. **AUTOMOBILE LIABILITY** insurance, endorsed for “any auto” with the following limits of liability: Bodily Injury \$250,000 each person, and \$500,000 each occurrence. Property Damage \$100,000 each occurrence.
  - B. **WORKERS’ COMPENSATION** insurance as required under the California Labor Code and Employers Liability Insurance with limits not less than \$1,000,000 per accident/injury/disease.
  - C. **COMMERCIAL OR COMPREHENSIVE GENERAL LIABILITY AND MISCELLANEOUS SUPPLEMENTARY INSURANCE;**

FOR **ADDITIONAL** REQUIREMENT(S):

- (i) **COMMERCIAL OR COMPREHENSIVE GENERAL LIABILITY** insurance which shall include Contractual Liability, Products and Completed Operations coverage’s, Bodily Injury and Property Damage Liability insurance with combined single limits of not less than \$1,000,000 per occurrence, and \$2,000,000 Aggregate limit.
- (ii) **PROFESSIONAL LIABILITY**, Not less than \$1,000,000 per Claim/\$2,000,000 Aggregate (3 yr discovery and reporting tail period coverage). Certificate of Insurance only required.

Deductibles and Self-Insured Retentions must be declared and are subject to approval by the CITY.

The Policy(s) shall also provide the following:

- 1 The Commercial General Liability insurance shall be written on ISO approved occurrence form with additional insured endorsement naming: *City of Stockton, its Mayor, Council, officers, representatives, agents, employees and volunteers are additional insureds.*
2. All insurance required by this Agreement shall be with a company acceptable to the CITY and issued and executed by an admitted insurer authorized to transact insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONSULTANT completes its performance of services under this Agreement.
3. For any claims related to services or products provided under this contract, the Consultant’s insurance coverage shall be primary insurance as respects the City of Stockton its officers, agents, and employees. Any coverage maintained by the CITY shall be excess of the

Consultant's insurance and shall not contribute with it. Policy shall waive right of recovery (waiver of subrogation) against the CITY.

4. Each insurance policy required by this clause shall have a provision that coverage shall not be cancelled by either party, except after thirty (30) days' prior to written notice by certified mail, return receipt requested, has been given to the CITY. Further, the thirty (30) day notice shall be unrestricted, except for workers' compensation, or non-payment of premium, which shall permit ten (10) days advance notice. The insurer and/or the contractor and/or the contractor's insurance agent shall provide the CITY with notification of any cancellation, major change, modification or reduction in coverage.
5. Regardless of these contract minimum insurance requirements, the Consultant and its insurer shall agree to commit the Consultant's full policy limits and these minimum requirements shall not restrict the Consultant's liability or coverage limit obligations.
6. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the California Civil Code.
7. The Company shall furnish the City of Stockton with the Certificates and Endorsement for all required insurance, prior to the CITY's execution of the Agreement and start of work.
8. Proper address for mailing certificates, endorsements and notices shall be:  
  
City of Stockton  
Attention: Risk Services  
425 N. El Dorado Street  
Stockton, CA 95202
9. Upon notification of receipt by the CITY of a Notice of Cancellation, major change, modification, or reduction in coverage, the Consultant shall immediately file with the CITY a certified copy of the required new or renewal policy and certificates for such policy.

Any variation from the above contract requirements shall only be considered by and be subject to approval by the CITY's Risk Manager (209) 937-8617. Our fax is (209) 937-8558.

If at any time during the life of the Contract or any extension, the Consultant fails to maintain the required insurance in full force and effect, all work under the Contract shall be discontinued immediately. Any failure to maintain the required insurance shall be sufficient cause for the CITY to terminate this Contract.

If the Consultant should subcontract all or any portion of the work to be performed in this contract, the Consultant shall cover the sub-contractor, and/or require each sub-contractor to adhere to all subparagraphs of these Insurance Requirements section. Similarly, any cancellation, lapse, reduction or change of sub-contractor's insurance shall have the same impact as described above.

## EXHIBIT 2 – CONFIDENTIALITY AGREEMENT

### CONFIDENTIALITY AGREEMENT

Date

Name  
Job Title  
Company Name  
Business Address

Re: PUR 14-018: BID – To Provide Employee Assistance Program (EAP) Benefits for  
the City of Stockton

Dear \_\_\_\_\_ :

This confidentiality agreement is between the City of Stockton (Client) by and through the Segal Company, acting as a consultant for Client (Consultant) and \_\_\_\_\_ [Company Name], on behalf of itself and all of its subsidiaries and affiliates, (hereafter "Bidder") and is executed in connection with the EAP BID PUR 14-018 that Bidder intends to submit to Consultant in response to BIDs issued by Client on behalf of its "Clients."

In order to prepare a responsive bid, Bidder needs to receive certain Client health plan information and data, including individually identifiable health information pertaining to Client health plan participants and beneficiaries, as well as Proprietary Information. Consultant and Bidder agree that the term "individually identifiable health information" refers to any health information that is not "de-identified," as defined in 45 C.F.R. Section 164.514(b)(2). Consultant agrees to provide the necessary Proprietary Information in connection with this BID, and Bidder agrees as follows:

1. Bidder will use this Proprietary Information only for the purpose of preparing Bidder's response to City of Stockton's BID;
2. Bidder agrees that only those individuals employed by Bidder who have a need to know this information to prepare a bid and have been made aware of the terms of this Agreement and have agreed to abide by its terms will have access to the Proprietary Information provided by Consultant ("Bidder's Representatives");
3. Neither Bidder nor any of its Representatives will disclose the Proprietary Information to any person or entity outside of Bidder, unless such a disclosure is:

## EXHIBIT 2

- (a) necessary to prepare a bid and the recipient first executes a confidentiality agreement with provisions equivalent to this one; or (b) required by law;
4. Bidder agrees to use commercially reasonable efforts to maintain the security of the Proprietary Information;
  5. Bidder will return the Proprietary Information to Consultant or destroy it upon completion of the bid process if such return or destruction is feasible. If Bidder determines that return or destruction of some or all of the information is not feasible, Bidder agrees to: (a) inform Consultant of the specific reason(s) that make return or destruction not feasible; (b) extend the protections of this Agreement to any retained information for as long as Bidder retains it; and (c) limit further uses or disclosures to those that make the return or destruction infeasible;
  6. Bidder will report to Consultant any use and/or disclosure of Proprietary Information that is not permitted by this Agreement;
  7. Bidder shall regard and preserve as confidential all Proprietary Information that has been or may be obtained by Bidder in the course of any bid, whether Bidder has such information in Bidder's memory, or in writing or in other physical form. Bidder shall not, without written authority from Consultant, use any Proprietary Information for Bidder's benefit or Bidder's purposes, either during the bid process or thereafter;
  8. With respect to each BID and the Proprietary Information disclosed in connection therewith, the obligations of Bidder assumed in this Agreement shall continue beyond the completion of the bid process;
  9. Bidder shall and does hereby indemnify, defend and hold harmless City of Stockton, Consultant and Consultant's officers, directors, employees and shareholders from and against any and all claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties, and reasonable attorney fees and costs, that City of Stockton/Consultant may incur or suffer and that result from, or are related to, any breach or failure of Bidder and Bidder's Representatives to perform any of the representations, warranties and agreements contained in this Agreement that pertain to individually identifiable health information;
  10. Bidder recognizes that any breach of the covenants contained in this Agreement would irreparably injure City of Stockton. Accordingly, City of Stockton may, in addition to pursuing its other remedies, obtain an injunction from any court having jurisdiction of the matter restraining any further violation and no bond or other security shall be required in connection with such injunction;
  11. If any of the provisions herein become invalid or are declared invalid, such determination of invalidity as to the clause(s) shall not affect the other provisions of this Agreement. If any provision of this Agreement should be held invalid or unenforceable, the remaining provisions shall be unaffected by such a holding. If any provision is found inapplicable to any person or circumstance, it shall nevertheless remain applicable to all other persons and circumstances;

**EXHIBIT 2**

- 12. This Agreement shall be binding upon City of Stockton, Consultant and Bidder and their respective successors, assigns, heirs, executors and administrators;
- 13. This Agreement contains the entire understanding of the parties hereto and supersedes all previous communications, representations, or agreements, oral or written, with respect to the subject matter hereof. No failure to exercise nor any delays in exercising any right or remedy hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right or remedy. Neither this Agreement nor any of its provisions may be amended, supplemented, changed, waived or rescinded except by a written instrument signed by the party against whom enforcement thereof is sought. No waiver of any right or remedy hereunder on any one occasion shall extend to any subsequent or other matter;
- 14. This Agreement shall be governed by and construed in accordance with the laws of the State of California applicable to contracts made on and performed within the State of California. Any action to enforce this Agreement shall be brought in State of California, County of San Joaquin.

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

The Segal Group, Inc.  
For City of Stockton

Bidder

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTACHMENT A – CURRENT CONTRACT**

Exhibit 1

**ADMINISTRATION AGREEMENT FOR  
EMPLOYEE ASSISTANCE AND WORKLIFE SERVICES  
BY AND BETWEEN  
CITY OF STOCKTON  
AND  
INTEGRATED BEHAVIORAL HEALTH, INC.**

C-11-113 NP

THIS AGREEMENT effective the 1<sup>st</sup> day of April, 2011, by and between CITY OF STOCKTON, a municipal corporation, located at 425 North El Dorado Street, Stockton, CA 95202 hereinafter referred to as "CITY" and Integrated Behavioral Health, Inc., 3070 Bristol Street, Suite 350, Costa Mesa, CA 92626, hereinafter referred to as "IBH" is made with respect to the following facts.

**RECITALS**

- A. The term "CITY" shall be defined to include the employers or corporations purchasing the services.
- B. IBH is a California Corporation which is in the business of developing and operating, either directly or through contract, all aspects of an employee assistance program.
- C. The parties desire to set forth in this Agreement the terms and conditions upon which IBH will perform certain services for the CITY.

**Section 1  
SCOPE OF SERVICES**

- 1.1 IBH shall perform for the CITY, certain Employee Assistance Program (EAP) and Worklife administrative services pursuant to the administration of the CITY's EAP, hereinafter referred to as the "Program."
- 1.2 The services to be performed by IBH are set forth in Exhibit A, attached hereto and by reference made as part of this Agreement.
- 1.3 IBH shall maintain an administrative office and employ a sufficient staff to provide the services set forth in this Agreement.
- 1.4 IBH shall not provide any services or incur any additional costs, which are not covered under this Agreement without written authorization by the CITY.
- 1.5 IBH shall handle correspondence of a routine nature and other general clerical and administrative functions necessary for administration of the

## Attachment A

Program. Each party shall promptly notify the other parties of any notice of lawsuit and/or legal action pertaining to the Program or its administration. IBH shall work with the CITY to respond to such complaints or inquiries, or where appropriate assist the CITY in its response to such complaints, inquiries, or legal action.

- 1.6 IBH shall comply with the insurance requirements set forth in Exhibit C, which is attached to this Agreement and incorporated by reference. In addition, IBH, in accordance with the provisions of Section 3700 of the California Labor Code, secure at its own expense and maintain during the life of this Agreement, Workers' Compensation coverage for its employees as necessary to protect IBH and its employees under the Workers' Compensation Insurance and Safety Act. Such insurance shall be in a standard form and shall relieve CITY of all responsibility for such claims and or liability. IBH shall, prior to undertaking the work contemplated herein, supply CITY with a certificate of insurance evidencing that said coverages are in full effect.
- 1.7 License, Permits, and Compliance with Law: Prior to performing any services for CITY, IBH, if not already in possession of a valid City of Stockton business license, shall obtain at its own expense and maintain for the duration of this Agreement a City of Stockton Business License. In addition, IBH represents that prior to commencing any services under this Agreement, it shall obtain and maintain at its own expense during the life of this Agreement any other licenses, permits, qualifications, and approval required to practice its profession and perform the contract services and shall comply with any and all applicable local, state, and federal laws in performing the contract services.

### **Section 2** **COMPENSATION**

- 2.1 CITY agrees to pay IBH for services performed pursuant to this Agreement according to the fee schedule set forth in Exhibit B, attached hereto and by reference made as part of this Agreement. CITY will not withhold any taxes from any payments made to IBH, and IBH will be solely responsible for paying all taxes arising out of or resulting from the performance of the services.
- 2.2 The administrative fee for EAP service per eligible employee (the term employee includes all members of the employee's family covered by the Program) per month will be charged during the term of this Agreement and will be due within thirty (30) days of receipt of billing.
- 2.3 CITY shall provide all information necessary for IBH to perform duties under Exhibit A.

**Section 3**  
**TERMS AND CONDITIONS OF AGREEMENT**

- 3.1 Relationship of Parties, No Third-Party Beneficiaries: IBH is an independent contractor under this Agreement. This Agreement gives no rights or benefits to anyone not named as a party to this Agreement, and there are no third party beneficiaries to this Agreement. In the exercise of rights and obligations under this Agreement, IBH acts as an independent contractor and not as an agent or employee of CITY. CITY shall not control where and how services are performed. CITY shall not reimburse IBH for business expenses or supplies and shall not provide IBH with vacation, pension, insurance, or sick leave. IBH shall provide IBH's own office, tools and supplies and shall be free to engage in contracts with other persons or agencies, either public or private. IBH shall not be entitled to any rights and benefits afforded or accruing to the City Council members, officers or employees of CITY, and IBH expressly waives any and all claims to such right and benefits.
- 3.2 Subcontracts: IBH may use the services of independent contractors to perform a portion of its obligations under this Agreement with prior approval by CITY. Independent contractors and subcontractors shall be provided with a copy of this Agreement and shall agree to be bound by its terms. IBH shall be the responsible party with respect to all actions of its independent contractors and subcontractors, and shall obtain such insurance and indemnify provisions from contractors and subcontractors as IBH shall determine to be necessary.
- 3.3 No amendment or modification of this Agreement shall be made, except as provided herein, without the prior written consent of the parties.
- 3.4 The rights of any party hereto to enforce any provision hereof shall not be affected by its prior failure to require performance of that provision or any other provision by any party, nor shall any right be deemed to have been waived unless the waiver thereof be in writing and signed by the party making such waiver.
- 3.5 Any notice provided herein shall be in writing and delivered personally or mailed by certified mail, return receipt requested, to the City of Stockton, 22 E. Weber Avenue, Suite 150, Stockton, CA 95202, attention: Di Smith, Assistant Director of Human Resources, and to IBH at Integrated Behavioral Health, 3070 Bristol Street, Suite 350, Costa Mesa, CA 92626. Notice of an address change shall be given in writing and delivered by certified mail, return receipt requested, to the other party at least five (5) working days prior to such change. Notice shall be deemed to have been given two (2) days after mailing by certified mail.

## Attachment A

- 3.6 This Agreement and any Exhibits attached hereto set forth the full and complete understanding of the parties. This Agreement shall be binding upon the parties and their respective successors and assignees.
- 3.7 Nothing in this Agreement, expressed or implied, is intended to confer any rights or remedies upon any other person or party other than the parties hereto, or their respective successors.
- 3.8 All remedies, either under this Agreement, or by law or otherwise afforded to any party, shall be cumulative and not alternative.
- 3.9 The provisions of this Agreement have been examined by counsel for each party, and no implication shall be drawn against any party by virtue of the drafting of this Agreement.
- 3.10 In the case of any provision of this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in anyway be affected or impaired thereby.
- 3.11 This Agreement shall be governed by and construed in accordance with the laws of the State of California.
- 3.12 Resolutions of Disputes, Forum, Attorneys' Fees: The laws of the State of California shall govern the interpretation of and the resolution of disputes under this Agreement. Any dispute arising from this Agreement shall be adjudicated in the courts of San Joaquin County in the State of California. If any claim, at law or otherwise is made by either party to this Agreement, the prevailing party shall be entitled to its costs and reasonable attorneys' fees.
- 3.13 The initial term of the Agreement including the fees under Exhibit B shall be for three years, beginning April 1, 2011 and ending February 28, 2014.
- 3.14 Termination: This Agreement shall continue until terminated as provided for herein. CITY may terminate this Agreement at any time by providing thirty (30) days written notice to IBH. IBH may terminate this Agreement by providing thirty (30) days written notice to CITY. In the event CITY shall give such notice of termination, IBH shall immediately cease rendering services pursuant to this Agreement.

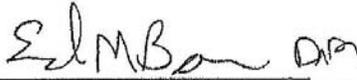
In the event CITY shall terminate this Agreement: (a) CITY shall have full ownership and control of all writings which have been delivered by IBH pursuant to this Agreement and all drafts of reports and writings which form the basis for any writing or report which would have been otherwise delivered to CITY pursuant to this Agreement; (b) CITY shall pay IBH the reasonable value of services rendered by IBH pursuant to this Agreement

Attachment A

reasonable value of services rendered by IBH pursuant to this Agreement provided, however, CITY shall not in any manner be liable for lost profits which might have been made by IBH had IBH completed the services required by this Agreement. In this regard, IBH shall furnish the CITY such financial information as in the judgment of the CITY representative is necessary to determine the reasonable value of the services rendered by IBH.

IN WITNESS WHEREOF, CITY and IBH have executed this Agreement as of the date first above written.

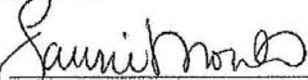
INTEGRATED BEHAVIORAL HEALTH,  
INC.

By   
EDWARD M. BOSANAC, Dr. P.H.  
Office of the President

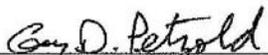
ATTEST:

CITY OF STOCKTON, a municipal  
corporation,

  
KATHERINE GONG  
City Clerk of the City of 

By   
BOB DEIS  
City Manager

APPROVED AS TO FORM AND  
CONTENT;  
JOHN LUEBBERKE  
CITY ATTORNEY

By   
Deputy City Attorney

**EXHIBIT "A"**  
**ADMINISTRATION AGREEMENT FOR  
EMPLOYEE ASSISTANCE AND WORKLIFE SERVICES  
BY AND BETWEEN  
CITY OF STOCKTON  
AND  
INTEGRATED BEHAVIORAL HEALTH, INC.**

IBH shall perform or provide for the CITY the following administrative elements and services in conjunction with the employee assistance program for:

1. A specially screened, qualified, and contracted full-range panel of professionals and institutions in agreed upon geographic areas. IBH will expand the panel as requested by CITY; however providers are subject to IBH credentialing criteria.
2. Negotiated provider reimbursement rates.
3. Toll-free access to IBH by members, providers, and client.
4. Employee/Family benefit eligibility determination.
5. Customized client reports on a semi-annual and annual basis.
6. Maintain a live EAP Intake line that operates for routine calls from 6am until 5pm Pacific Time. It is available for emergencies 24 hours per day and staffed by licensed behavioral health providers.
7. Conduct phone interviews for assessment of the caller's problem area and a referral to an appropriate EAP resource.
8. Provide up to three EAP counseling visits per member (employee and covered dependents) per 6-month benefit period. The IBH EAP provider is reimbursed 100% by IBH and the CITY has no financial liability. The counseling sessions are designed to more specifically assess needs and to provide problem resolution services through counseling and psycho-educational materials.
9. Provision of telephonic consultation to management relative to improved understanding of workplace and employee issues as well as identification of resolution or referral options.
10. IBH case managers and supervisors have extensive training and experience in off-site and on-site debriefing, consultation and direct counseling. A network of experienced and credentialed professionals is available for larger scale critical incident responses. Unlimited hours of Critical Incident Debriefing, Management Training, and Brown Bag or other on site seminars are included in the per employee fee.

## Attachment A

11. Upon CITY's request and consistent with mutual schedules, provide supervisor training programs, employee seminars, and brown bag lunches via webinar, at the worksite, or at off site locations consistent with Exhibit A Paragraph 10.
12. Phone-based and online access to child care, elder care, legal, relocation and other WorkLife information and resources for employees and dependents.
13. Customized client reports on a semi-annual and annual basis.
14. Maintain a live WorkLife intake line that operates for routine calls from 6am until 5pm Pacific Time. It is available for emergencies 24 hours per day and staffed by licensed behavioral health providers.
15. Maintain access to the IBH website and to WorkLife information through [www.lbhcorp.com](http://www.lbhcorp.com).
16. Make available to employees printed material, audio tapes, and video material available on a wide variety of subjects.
17. Provide brochures describing the services and how to access them in an amount equal to 120% of employee enrollment. Additional brochures will be billed to the CITY at IBH's cost.
18. Provide monthly emailed newsletter for employees and a separate supervisor email newsletter.
19. Provide reports summarizing WorkLife data in both email and hard copy formats. No individual data will be provided.

**EXHIBIT "B"**

**ADMINISTRATION AGREEMENT FOR  
EMPLOYEE ASSISTANCE AND WORKLIFE SERVICES  
BY AND BETWEEN  
CITY OF STOCKTON  
AND  
INTEGRATED BEHAVIORAL HEALTH, INC.**

The fees for the services covered by this Agreement are listed below:

1. CITY will pay to IBH, in accordance with this Agreement, a monthly EAP/WorkLife service fee of \$1.55 per covered employee per month for the initial contract period of April 1, 2011 through February 28, 2014.

The option for three, one-year renewal terms would be available with a 2% inflation for each of the additional one-year period.

Attachment A

**EXHIBIT C**  
**INSURANCE REQUIREMENTS**  
**INTEGRATED BEHAVIORAL HEALTH, INC.**

IBH shall procure and maintain for the duration of the Agreement, insurance against all claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by IBH, its agents, representatives, volunteers, or employees.

1. **INSURANCE** Throughout the life of this Contract, IBH shall pay for and maintain in full force and effect with an insurance company(s) (Company) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A: VII" in Best Insurance Key Rating Guide, the following policies of Insurance:
  - A. **COMMERCIAL (BUSINESS) AUTOMOBILE LIABILITY** insurance, endorsed for "any auto" with combined single limits of liability of not less than \$1,000,000 each occurrence. (CA 0001)
  - B. **WORKERS' COMPENSATION** insurance as required under the California Labor Code and Employers Liability Insurance with limits not less than \$1,000,000 per accident/injury/disease.
  - C. **COMMERCIAL OR COMPREHENSIVE GENERAL LIABILITY AND MISCELLANEOUS SUPPLEMENTARY INSURANCE;**

FOR **ADDITIONAL** REQUIREMENT(S):

- (i) **COMMERCIAL OR COMPREHENSIVE GENERAL LIABILITY** Insurance which shall include Contractual Liability, Products and Completed Operations coverages, Bodily Injury and Property Damage Liability Insurance with combined single limits of not less than \$1,000,000 per occurrence, and if written on an Aggregate basis, \$2,000,000 Aggregate limit (CG 0001).
- (ii) **PROFESSIONAL ERRORS AND OMISSIONS**, Not less than \$50,000 per Claim/\$1,000,000 Aggregate. Certificate of Insurance only required.

Deductibles and Self-Insured Retentions must be declared and are subject to approval by the CITY.

The Policy(s) shall also provide the following:

1. The Commercial General Liability and Automobile Liability insurance shall be written on ISO approved occurrence form (see item 1 and 2 above) and include: *City of Stockton, its Mayor, Council, officers, representatives, agents, and employees are additional insureds*. ISO form CG 20 37 10 01 edition shall be used as the Additional Insured Endorsement. This form must be used with either ISO form CG 20 10 10 01, or CG 20 33 10 01 (or earlier editions of these forms).
2. All insurance required by this Agreement shall be with a company acceptable to the CITY and issued and executed by an admitted insurer authorized to transact insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date IBH

## Attachment A

completes its performance of services under this Agreement.

3. For any claims related to products provided under this contract, IBH's insurance coverage shall be primary insurance as respects the City of Stockton its officers, agents, and employees. Any coverage maintained by the CITY shall be excess of IBH's insurance and shall not contribute with it. Policy shall waive right of recovery (waiver of subrogation) against the CITY.
4. Each insurance policy required by this clause shall have a provision that coverage shall not be cancelled by either party, except after thirty (30) days' prior to written notice by certified mail, return receipt requested, has been given to the CITY. Further, the thirty (30) day notice shall be unrestricted, except for workers' compensation, or non-payment of premium, which shall permit ten (10) days advance notice. The insurer and/or the contractor and/or the contractor's insurance agent shall provide the CITY with notification of any cancellation, major change, modification or reduction in coverage.
5. Regardless of these contract minimum insurance requirements, IBH and its insurer shall agree to commit IBH's full policy limits and these minimum requirements shall not restrict IBH's liability or coverage limit obligations.
6. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the California Civil Code.
7. The Company shall furnish the City of Stockton with the Certificates and Endorsement for all required insurance, prior to the CITY's execution of the Agreement and start of work.
8. Proper address for mailing certificates, endorsements and notices shall be:  
  
City of Stockton  
Attention: Risk Services  
425 N. El Dorado Street  
Stockton, CA 95202
9. Upon notification of receipt by the CITY of a Notice of Cancellation, major change, modification, or reduction in coverage, the Consultant shall immediately file with the CITY a certified copy of the required new or renewal policy and certificates for such policy.

Any variation from the above contract requirements shall only be considered by and be subject to approval by the CITY's Risk Manager (209) 937-8682. Our fax is (209) 937-5702.

If at any time during the life of the Contract or any extension IBH fails to maintain the required insurance in full force and effect, all work under the Contract shall be discontinued immediately, and all payments due or that may become due to IBH shall be withheld until acceptable replacement coverage notice is received by the CITY. Any failure to maintain the required insurance shall be sufficient cause for the CITY to terminate this Contract. In the event of insurance cancellation, the CITY reserves the right to purchase insurance or insure or self-insure) for the above required coverage's at IBH's full expense.

If IBH should subcontract all or any portion of the work to be performed in this contract, IBH shall cover the sub-contractor, and/or require each sub-contractor to adhere to all subparagraphs of these Insurance Requirements section. Similarly, any cancellation, lapse, reduction or change of sub-contractor's insurance shall have the same impact as described above.

## Attachment A

### 2. INDEMNIFICATION

- a) IBH shall indemnify, hold harmless and defend CITY and each of its Mayor, Council, officers, officials, employees, volunteers and agents from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by CITY, IBH, or any other person and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees and litigation expense), arising or alleged to have arisen directly or indirectly out of the active or passive negligence of IBH or any of its employees or agents in the performance of this contract. IBH's obligations under the preceding sentence shall apply regardless of whether the CITY or any of its Mayor, council, officers, officials, employees, volunteers or agents are actively or passively negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused solely by the active negligence or by the willful misconduct of the CITY.
- b) If IBH should subcontract all or any portion of the work to be performed under this agreement, IBH shall require each sub-contractor to indemnify, hold harmless and defend the CITY, its officers, officials, employees and agents in accordance with the terms of the preceding paragraph.

# ATTACHMENT B – UTILIZATION REPORT

## City of Stockton

5/1/2011 – 3/1/2013

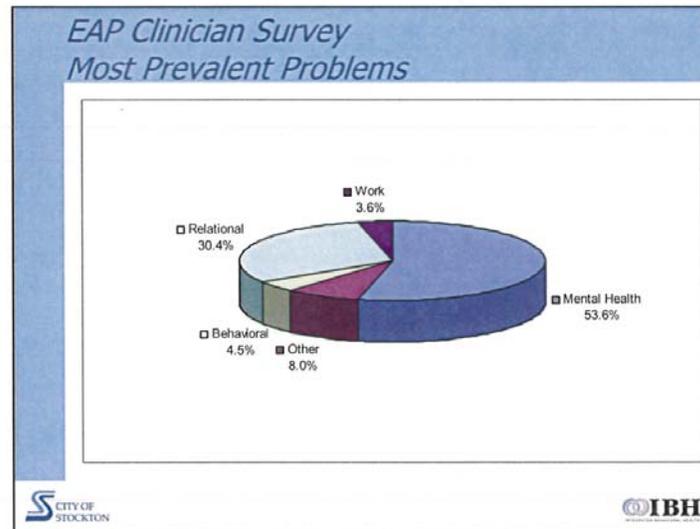
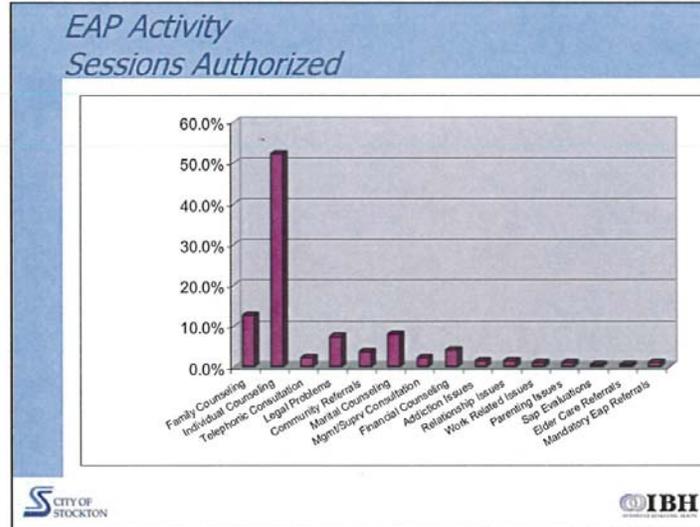


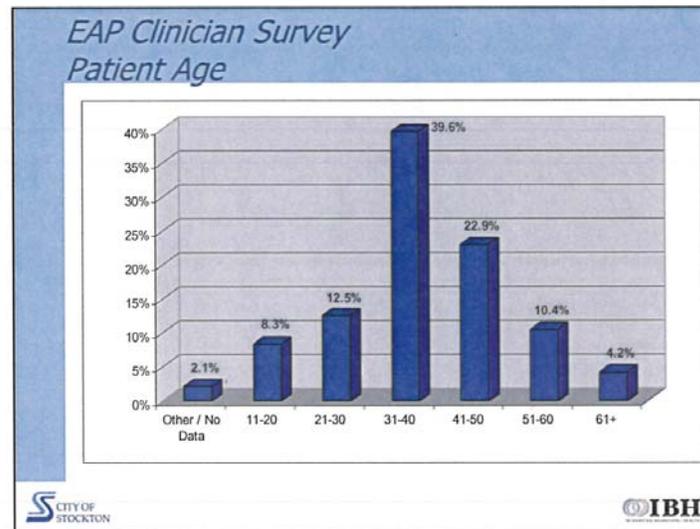
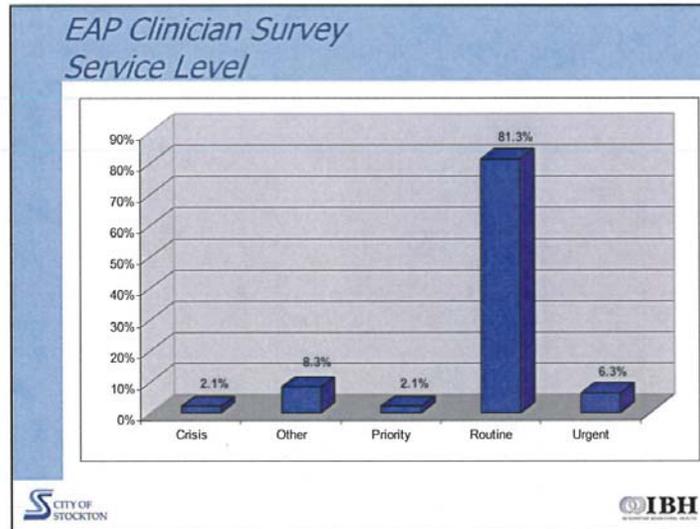
### Services Overview

Referral Type	Referrals Issued	Percent of Referrals	Sessions Authorized	Percent of Sessions
Individual Counseling	68	38.9%	210	49.0%
Family Counseling	26	14.9%	78	18.2%
Marital Counseling	16	9.1%	56	13.1%
Legal Problems	36	20.6%	36	8.4%
Relationship Issues	5	2.9%	21	4.9%
Financial Counseling	8	4.6%	8	1.9%
Community Referrals	6	3.4%	6	1.4%
Addiction Issues	2	1.1%	4	0.9%
Work Related Issues	2	1.1%	4	0.9%
Management Consultations	2	1.1%	2	0.5%
Parenting Issues	2	1.1%	2	0.5%
Child Care Referrals	1	0.6%	1	0.2%
Education Resources	1	0.6%	1	0.2%
<b>Total</b>	<b>175</b>	<b>100.0%</b>	<b>429</b>	<b>100.0%</b>

For 116 Individuals







Attachment B

