



COUNTY OF MENDOCINO, CALIFORNIA

Official County Government

REQUEST FOR PROPOSAL

THIRD PARTY ADMINISTRATIVE SERVICES

FOR

COUNTY OF MENDOCINO

July 2020

COUNTY OF MENDOCINO
Request for Proposal
Third Party Administrative Services

TABLE OF CONTENTS

NOTICE INVITING PROPOSALS	1
1.1 GENERAL INFORMATION	2
1.2 REQUEST FOR PROPOSAL (RFP) PROCESS	2
1.3 INVITATION TO SUBMIT A PROPOSAL	2
1.4 LOCAL BUSINESS PREFERENCE	3
1.5 CONSEQUENCE OF SUBMISSION OF PROPOSAL	3
1.6 ACCEPTANCE OR REJECTION OF PROPOSAL	3
1.7 RIGHT TO CHANGE OR AMEND REQUEST.....	4
1.8 CANCELLATION	4
1.9 EXAMINATION OF PROPOSAL MATERIALS	4
1.10 ADDENDA AND INTERPRETATION	5
1.11 DISQUALIFICATION	5
1.12 INFORMAL PROPOSAL REJECTED.....	6
1.13 CONDITIONS TO BE ACCEPTED IF ANY WORK IS SUBCONTRACTED.....	6
1.14 LICENSING REQUIREMENTS.....	6
1.15 INSURANCE REQUIREMENTS	6
1.16 INDEMNIFICATION/HOLD HARMLESS DEFENSE CLAUSE	7
1.17 APPLICABLE LAW	7
1.18 METHOD OF PAYMENT	7
1.19 TERM	8
1.20 COMPETITIVE PRICING	8
1.21 FUNDING	8
1.22 UNCONDITIONAL TERMINATION FOR CONVENIENCE	8
1.23 AUDITING OF CHARGES AND SERVICES.....	8
1.24 CHANGES	9
1.25 AWARD.....	9
1.26 PRODUCT OWNERSHIP	9
1.27 CONFIDENTIALITY	9
1.28 OTHER GOVERNMENTAL AGENCIES	10
2.1 BACKGROUND	11
2.2 SCOPE OF WORK	12
3.1 PROPOSAL GUIDELINES, CONTENT AND FORMAT.....	17
3.1.1 COVER LETTER.....	17

COUNTY OF MENDOCINO
Request for Proposal
Third Party Administrative Services

3.1.2	MINIMUM EXPERIENCE QUALIFICATIONS SUMMARY	17
3.1.3	MANAGEMENT/METHOD OF OPERATION	18
3.1.4	REFERENCE	18
3.1.5	FINANCIAL STATEMENT	18
3.1.6	CORPORATE STRUCTURE ORGANIZATION.....	18
3.1.7	PROPOSAL FEE (UNDER SEPARATE COVER).....	18
3.1.8	PROPOSAL FORMAT	19
3.1.9	SUPPLEMENTAL INFORMATION.....	19
3.1.10	PROPOSAL SUBMISSION	19
3.1.11	PROPOSAL SUBMISSION BY AGENT	19
3.1.12	PROPOSAL SUBMISSION BY PARTNERSHIP OR JOINT VENTURE.....	19
3.1.13	PROPOSAL SUBMISSION REQUIREMENTS	19
3.2	EVALUATION PROCEDURE AND CRITERIA	20
3.3	PROPOSED DEVELOPMENT COSTS	21
3.4	PROPONENT CONTACT	21
3.5	COUNTY’S USE OF PROPOSAL MATERIAL.....	21
3.6	REJECTION OF PROPOSAL.....	21
	PROPONENT’S AGREEMENT.....	23
	NON-COLLUSION AFFIDAVIT	24
	PROPONENT’S QUESTIONNAIRE.....	25
	PROPONENT INFORMATION SHEET	52
	FINANCIAL EXHIBITS.....	53
	PERFORMANCE GUARANTEES	57
	EXHIBIT 1 – INSURANCE REQUIREMENTS	59
	ATTACHMENT A – PROPOSAL SUMMARY AND STATEMENT OF RESPONSIBILITY	63
	ATTACHMENT B – PROPOSAL CHECKLIST/TABLE OF CONTENTS.....	65
	ATTACHMENT C – UNDERWRITING INFORMATION	66
	ATTACHMENT D – EXCEPTIONS TO RFP	67
	ATTACHMENT E – LETTERS OF REFERENCE	68
	ATTACHMENT F – PROPOSAL EVALUATION FORM.....	69
	ATTACHMENT G – STANDARD SERVICES AGREEMENT	70
	ATTACHMENT H – CURRENT RATES	87
	ATTACHMENT I – CLAIMS EXPERIENCE	88
	ATTACHMENT J – SUMMARY OF BENEFITS	90

NOTICE INVITING PROPOSALS

NOTICE IS HEREBY GIVEN that Request for Proposals (RFP) are invited by the County of Mendocino, California to provide Third Party Administrative Services in strict accordance with the specifications.

The County is seeking proposals from firms that can provide high quality Third Party Administrative services to the County and to its employees at the most competitive rates. **The effective contract start date is March or April 1, 2021.** It is contemplated that the resulting agreement will have a base period of three (3) years with the option of two (2) additional one (1) year extensions.

The County reserves the right to reject any and/or all proposals received.

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

Keenan & Associates
Michael Ahn
2889 Plaza Del Amo, Suite 500
Torrance, CA 90503
Email: mahn@keenan.com
Phone: (626) 641-7954

All questions related to RFP must be submitted in writing via above email address, mahn@keenan.com. Please refer to page 62, Attachment A – Proposal Summary and Statement of Responsibility for specification.

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

COUNTY OF MENDOCINO
Request for Proposal
Third Party Administrative Services

1.1 GENERAL INFORMATION

The County of Mendocino is seeking proposals from qualified organizations with in-depth knowledge and expertise in providing third party administration services for the medical plan. In addition, we are seeking services for utilization and case management, flexible spending account (FSA) administration, COBRA administration and nurse line program.

1.2 REQUEST FOR PROPOSAL (RFP) PROCESS

The purpose of this Request for Proposal (RFP) is to request proponents to present their qualifications and capabilities to provide to provide Third Party Administrative Services for the County of Mendocino.

1.3 INVITATION TO SUBMIT A PROPOSAL

Proposals shall be submitted no later than **Tuesday, 5:00 p.m. September 1, 2020**, to the following offices of:

County of Mendocino
Human Resources, Benefits Administration
501 Low Gap Road, Room 1326
Ukiah, CA 95482
Phone: (707) 234-6600
Attn: Cherie Johnson

Keenan & Associates
Michael Ahn
2889 Plaza Del Amo, Suite 500
Torrance, CA 90503
Email: mahn@keenan.com
Phone: (626) 641-7954

ONE (1) original and **ONE (1) copy** of the proposal shall be submitted. Additionally, submit **TWO (2) flash drives** with an electronic version of the proposal. The proposal should be firmly sealed in an envelope, which shall be clearly marked on the outside, "RFP to provide Third Party Administrative Services for the County of Mendocino." Any proposal received after the due date and time indicated may not be accepted and may be rejected and returned, unopened, to the proponent.

The timeliness of the submission and its acceptance will be determined by the County of Mendocino.

1.4 LOCAL BUSINESS PREFERENCE

1. The County of Mendocino has established a local vendor preference. All informal and formal Invitations to Bid and Request for Proposals for contracts are evaluated with a 5% preference for local vendors. The vendor must claim local vendor preference to be considered (refer to Attachment A – Summary and Statement of Responsibility (Signature Page), Certification No. 6). Please note the following exceptions:
 - a. Those contracts which State Law or, other law or regulation precludes this local preference.
 - b. Public Works construction projects.
2. "Local" vendor preference will be approved as such when, 1) Vendor conducts business in an office with a physical location within the County of Mendocino; 2) Vendor holds a valid business license issued by the County of Mendocino, and provides the name of the Local Agency which issued the license; and 3) business has been conducted in such a manner for not less than six (6) months prior to being able to receive the preference, said Vendor provides the business address and how many years the business has been at that location.

1.5 CONSEQUENCE OF SUBMISSION OF PROPOSAL

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

1.6 ACCEPTANCE OR REJECTION OF PROPOSAL

The County reserves the right to select the successful proposal and negotiate an agreement as to the scope of services, the schedule for performance and duration of the services with proponent(s) whose proposal(s) is/are most responsive to the needs of the County. Further, the County reserves the right to reject any and all proposals, or alternate proposals, or waive any informality or irregularity in the proposal as is in the County's best interest.

The County reserves the right to reject any and all proposals, or portions thereof, received in response to the Request or to negotiate separately with any source whatsoever, in any manner necessary, to serve the best interests of the County.

Additionally, the County may, for any reason, decide not to award an agreement(s) as a result of this Request.

Non-acceptance of any proposal shall not imply that the proposal was deficient. Rather, non-acceptance of any proposal will mean that another proposal was deemed to be more advantageous to the County or that the County decided not to award an agreement as a result of this Request.

1.7 RIGHT TO CHANGE OR AMEND REQUEST

The County reserves the right to change the terms and conditions of this Request. Keenan & Associates will notify potential proponent(s) of any material changes. No one is authorized to amend any of the Request requirements in any respect, by an oral statement, or to make any representation in conflict with its provisions. If necessary, supplementary information and/or clarifications/questions/answers will be provided by Michael Ahn at Keenan & Associates.

Any exceptions to this Proposal shall be clearly stated in writing.

1.8 CANCELLATION

The County reserves the right to rescind award of the contract at any time before execution of the contract by both parties if rescission is deemed to be in County's best interest. In no event shall County have any liability for the rescission of award. The proponent assumes the sole risk and responsibility for all expenses connected with the preparation of its proposal.

1.9 EXAMINATION OF PROPOSAL MATERIALS

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

1.10 ADDENDA AND INTERPRETATION

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

Keenan & Associates
Michael Ahn
2889 Plaza Del Amo, Suite 500
Torrance, CA 90503
Email: mahn@keenan.com
Phone: (626) 641-7954

1.11 DISQUALIFICATION

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

- A. Evidence of collusion among proponents.
- B. Any attempt to improperly influence any member of the evaluation panel.
- C. Any attempt to communicate in any manner with a County of Mendocino elected official during the RFP/bid process will, and shall be, just cause for disqualification/rejection of proponent's proposal/proponent's submittal and considered non-responsive.
- D. A proponent's default in any operation of a professional services agreement which resulted in termination of that agreement; and/or
- E. Existence of any lawsuit, unresolved contractual claim, or dispute between proponent and the County.

1.12 INFORMAL PROPOSAL REJECTED

A proposal shall be prepared and submitted in accordance with the provisions of these Request instructions and specifications. Any alteration, omission, addition, variance, or limitation of, from, or to a proposal may be sufficient grounds for rejection of the proposal. The County has the right to waive any defects in a proposal if the County chooses to do so. The County may not accept a proposal if any document or item necessary for the proper evaluation of the proposal is incomplete, improperly executed, indefinite, ambiguous, or missing.

1.13 CONDITIONS TO BE ACCEPTED IF ANY WORK IS SUBCONTRACTED

- A. The proponent assumes full responsibility, including insurance and bonding requirements, for the quality and quantity of all work performed.
- B. If proponent's supplier(s) and/or subcontractor's involvement requires the use of a licensed, patented, or proprietary process, the proponent 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 proposal.

1.14 LICENSING REQUIREMENTS

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

A County of Mendocino Business license *may* be required of the winning proposer.

1.15 INSURANCE REQUIREMENTS

Proponent, at Proponent'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 the insurance requirements listed in attached Exhibit 1.

All coverage shall be provided by a carrier authorized to transact business in California and shall be primary. All policies, endorsements, and certificates shall be subject to approval by the Risk Manager of the County to Mendocino as to form and content.

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.

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 submit in writing.

1.16 INDEMNIFICATION/HOLD HARMLESS DEFENSE CLAUSE

Contractor agrees to indemnify, save, hold harmless, and at County's request, defend the County, 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 County 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 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 County's acceptance of the insurance certificates required under this Agreement does not relieve the TPA 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.

1.17 APPLICABLE LAW

This agreement shall be governed by the laws of the State of California and Mendocino County.

1.18 METHOD OF PAYMENT

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

1.19 TERM

Anticipated contract award is 3 years with the option to renew for 2 additional one-year periods.

1.20 COMPETITIVE PRICING

Proponent 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 proponent. If proponent enters into any arrangements with another customer of proponent to provide product under more favorable charges, economic or product terms or warranties, proponent shall immediately notify the County of such change and this Contract shall be deemed amended to incorporate the most favorable charges, economic or product terms or warranties.

1.21 FUNDING

Any contract which results from this Request 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.

1.22 UNCONDITIONAL TERMINATION FOR CONVENIENCE

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

1.23 AUDITING OF CHARGES AND SERVICES

The County reserves the right to periodically audit all charges and services made by the successful proponent to the County for services provided under the contract.

Upon request, the proponent agrees to furnish the County with necessary information and assistance.

1.24 CHANGES

The County's representative has the authority to review and recommend or reject change orders and cost proposals submitted by the proponent or as recommended by the proponent's Project Manager, pursuant to the adopted County of Mendocino Standard Specifications.

1.25 AWARD

Upon conclusion of the Request process, a contract may be awarded to provide Third Party Administrative Services for the County of Mendocino.

The County reserves the right to select the successful proponent and to negotiate terms of a contract with the proponent(s) whose proposal(s) is/are most responsive to the needs of the County. Further, the County reserves the right to reject any and all proposals, or alternate proposals, or waive any informality in the proposal as is in the County's best interest.

1.26 PRODUCT OWNERSHIP

Any documents, products or systems resulting from the contract will be the property of the County of Mendocino.

1.27 CONFIDENTIALITY

If proponent believes that portions of a proposal constitute trade secrets or confidential commercial, financial, geological, or geophysical data, then the proponent must so specify by, at a minimum, stamping in bold red letters the term "**CONFIDENTIAL**" on that part of the proposal which the proponent believes to be protected from disclosure. The proponent must submit in writing specific detailed reasons, including any relevant legal authority, stating why the proponent believes the material to be confidential or a trade secret. Vague and general claims as to confidentiality will not be accepted. The County will be the sole judge as to whether 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 proponent is hereby put on notice that the County may consider all or parts of the offer public information under applicable law even though marked confidential.**

1.28 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 Proponent and be liable directly to the successful Proponent, holding the County of Mendocino harmless.

COUNTY OF MENDOCINO
Request for Proposal
Third Party Administrative Services

2.1 BACKGROUND

The County of Mendocino provides health benefits including medical, prescription drugs, dental, vision, EAP and wellness programs to its employees and their dependents. The Mendocino County Employee Health Plan is self-insured for medical and prescription drugs and is administered by the Human Resources Department as directed by the Chief Executive Officer. The Plan is 75% funded by the County and 25% by employee contributions. Health Benefits are a negotiated benefit and are included in County's Memorandum of Understanding with each bargaining unit.

The County of Mendocino is seeking proposals from qualified organizations with in-depth knowledge and expertise in providing third party administration services for the medical plan. In addition, we are seeking services for utilization and case management, flexible spending account (FSA) administration, COBRA administration and nurse line program.

In 2021, the County will be implementing BenefitBridge, a web-based employee benefits portal to provide administrative automation. The Proposers will need to integrate with the systems requirements of BenefitBridge.

The prescription drugs plan, administered through Express Scripts, has a new clinical management program to contain the rising prescription drugs cost, especially with the Specialty medications. The County is seeking proposals that can assist with the cost management.

Currently, the Anthem/Blue Cross of California PPO network is used for the medical plan. PartnerRe Insurance provides the stop loss coverage.

Further, summary of plan documents, benefit coverages, and premium rate sheets can be found by visiting the County of Mendocino's Human Resource web site: <https://www.mendocinocounty.org/government/human-resources/employee-health-insurance>

Proposers should carefully review the scope of work for the services required of the County.

2.2 **SCOPE OF WORK**

A. FORMS

1. Provide all standard supplies necessary with respect to the Plan, including standard black and white enrollment materials, claim forms and other related documents.

B. PLAN DOCUMENTS

1. Provide benefit booklets and standard documents to communicate the benefits available to participants in the Plan and to consult with them when necessary regarding the proper methods of submitting claims for benefits. Printing and graphic supply charges are to be billed in addition to the monthly administrative fee.
2. Administrator is responsible to work with the County and its consultant in the preparation of these materials.

C. COMMUNICATION REGARDING CLAIMS

1. Communicate in appropriate instances with physicians, hospitals and other persons or institutions supplying medical or other services, in order to clarify or verify claims.

D. ELIGIBILITY SYSTEM

1. Provider must provide an online eligibility system to the County to enter new employees, change enrollment, add dependents, and terminate employees and agree to provide this information to all other benefit vendors such as dental, vision, prescription, life insurance at a minimum.

E. CLAIMS PROCESSING

1. Review, process and adjust claims, in accordance with the Plan Documents, which are incurred on or after the Effective Date of this Agreement and are received by the administrator prior to the termination of this Agreement, including run-in claims upon the commencement of this agreement.

2. Coordinating benefits with other group plans, auto insurance coverage, workers' compensation and any other applicable benefit plans; applying contractual and reasonable and customary allowances to billed charges; applying deductibles and coinsurance; and, upon receipt of funds from the County, sending explanations of benefits and non-assigned claim dates (if any) to the employee and assigned claim drafts to the service providers. This may also involve review by physician and dental consultants and consulting attorneys.
3. Upon the request of the County, process all run-out claims after the termination of this agreement at a fee stipulated in the Proposal request.

F. CLAIMS PROCESSING: RUN IN CLAIMS

1. Review, evaluate and process claims, in accordance with the Plan Documents, which were incurred prior to the Effective Date of this Agreement.

G. DENIALS AND APPEALS

1. As required by the Plan Documents and applicable law, notify participants in the Plan or their assignees of (i) any denial of their claim and the right to appeal the denial and (ii) the decision on appeal. The administrator shall review and provide recommendations on any appeals of denied claims, and obtain for the County the opinion of an Independent Review Organization, the charges for which will be billed on a per use basis.

H. EXCESS LOSS CLAIMS

1. File requests for reimbursement for claims exceeding the stop loss or excess loss insurance attachment point to the insurance carrier and review such reimbursement. Provide such other notices regarding claims as may be required by the carrier.
2. Comply with all reporting requirements of the stop loss carrier.

I. MONTHLY REPORTING

1. Provide the County with a monthly check register and a monthly accounting of the self-funded claims activity in a timely manner as designated by the County and to sufficiently provide an audit trail for the County's auditors.

COUNTY OF MENDOCINO
Request for Proposal
Third Party Administrative Services

2. Work with the County to develop and provide adequate reports and attend monthly meetings, in a manner to be determined by the County, to review the reports.
3. Work with the County to develop and commit to a timeframe for the delivery of the reports in a timely and efficient manner,

J. PREMIUMS AND FEES

1. Provide a monthly invoice to the Plan Sponsor for stop loss, excess loss, medical, dental, vision or similar insurance premiums, administrative fees and other agreed-upon premiums or fees. Reconcile all invoices with the respective carrier or service provider and remit applicable premiums and fees monthly to insurance carriers and other service providers.
2. Collect all premiums from non-active employees (COBRA and Employees on leave).

K. ACCOUNT MANAGEMENT

1. To meet County's satisfaction in assigning senior and associate account management team to service the County Human Resource Department in a sufficient manner for it to accomplish its day-to-day responsibilities.

L. CUSTOMER SERVICE

1. Provide customer service to answer inquiries on claims, eligibility, provider network, services, coverage, or other inquiries from participants Monday through Friday from 8:00 AM to 5:00 PM (PST), at minimum. The County prefers to have expanded hours for customer service inquiries.

M. ENROLLMENT SUPPORT

1. Prepare and provide Benefit Presentations.
2. Attend Open Enrollment Meetings and yearly Benefits Fair in Mendocino County.

N. COBRA ADMINISTRATIVE SERVICES

1. Transmit COBRA notification to participants upon notification from the County of a qualifying event via eligibility file transfer.
2. Accept and process all COBRA forms from qualifying beneficiaries.
3. Collect all premiums.

4. Notify COBRA participants of extensions under disability or extended state benefits.
5. Notice and terminate all delinquent COBRA beneficiaries.

O. STOP LOSS PAYMENT INFORMATION

1. Provide to the Stop Loss Insurance Carrier all necessary information to comply with the requirements of the stop loss carrier contract, in a timely manner.
2. Provide sufficient notice to the County and its consultant on the number of emerging claims and the appropriate amounts expected to be reimbursed by the stop loss insurance carrier.

COUNTY OF MENDOCINO
Request for Proposal
Third Party Administrative Services

3.1 PROPOSAL GUIDELINES, CONTENT AND FORMAT

The County of Mendocino uses a qualifications-based selection process in obtaining these services. In order for the County to properly evaluate the Proponents qualification to perform this work, the proposals shall include, as a minimum, the following information:

- A. Evidence of the Proponent's ability to be responsive to this project regarding timeliness and expertise, including availability of staff proposed to be assigned.
- B. The Proponents are encouraged to expand on the Scope of Work to demonstrate their expertise. Evaluation of the proposals will be based on qualifications, the experience of staff proposed to be assigned to the project, references and thoroughness of the proponent's response to the Scope of Services.
- C. Such additional information that the Proponent may feel would be pertinent to assist the County of Mendocino in making its final decision.
- D. Please submit **ONE (1) original and ONE (1) copy** of your proposal/qualifications. The original should be unbound to allow us to reproduce your proposal, as needed. Additionally, submit **TWO (2) flash drives** with an electronic version of the proposal and all submitted proposal documents.

3.1.1 Cover Letter

Submit a letter on your company letterhead addressing the proposal and format. The letter should be signed by an officer of the firm authorized to bind the firm to all comments made in the proposal, and shall include the name, address, phone number and e-mail address of the person(s) to contact who will be authorized to represent your firm.

3.1.2 Minimum Experience Qualifications Summary

A statement of professional experience and ability.

3.1.3 Management/Method of Operation

Provide detailed description outlining your firm's approach to provide the service. Highlight innovative ideas your firm may have to provide to the County and describe in detail your procedures and management techniques.

3.1.4 References

Provide a list of 3 references with current contact person, e-mail address and phone number who may be contacted regarding firm performance.

3.1.5 Financial Statement

The proponent must be able to demonstrate a good record of performance and have sufficient financial resources to ensure that they can satisfactorily provide the services required herein.

Proponent shall submit a full and detailed presentation of the true condition of the proponent's assets, liabilities and net worth. The report should include a balance sheet and income statement. If the proponent is a new partnership or joint venture, individual financial statements must be submitted for each general partner or joint venture thereof. If firm is a publicly held corporation, the most current annual report should be submitted.

Any proponent who, at the time of submission, is involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the proponent under federal bankruptcy law or any state insolvency, may be declared non-responsive.

3.1.6 Corporate Structure, Organization

Describe how your firm is organized, noting major divisions and any parent/holding companies, as well as brief history of the firm and all personnel potentially to be involved in the project including all sub-consultants. Designate the Principal in Charge and other key personnel. Include résumés. Also, provide a description of the experience your firm has had with similar processes.

3.1.7 Proposal Fee (Under Separate Cover)

Provide detailed basic fee structure and break-down of any other charges related to your firm's proposal. Finalist's fee structure may be subject to negotiation.

3.1.8 Proposal Format

The proposal must be submitted, typewritten on 8½” X 11” white paper.

3.1.9 Supplemental Information

Material and data not specifically requested for consideration, but which the proponent wishes to submit must not appear with the Proposal Form but may appear only in an “Additional Data” section. This has specific reference to the following types of data:

- A. Generalized narrative of supplementary information; and
- B. Supplementary graphic material.

3.1.10 Proposal Submission

All proposals must be signed with the full name of the proponent, if an individual; by an authorized general partner, if a partnership; or by an authorized officer, if a corporation.

3.1.11 Proposal Submission by Agent

When proposals are signed by an agent other than an officer of a corporation or a member of a general partnership, a power of attorney authorizing the signature must be submitted with the proposal.

3.1.12 Proposal Submission by Partnership or Joint Venture

If the proposal is submitted by a partnership or joint venture, the Statement of Personal History attached to the Proposal Form must be completed by each general partner or joint venture thereof. If the proposal is submitted by a corporation, the Statement must be completed by each principal officer of said corporation.

3.1.13 Proposal Submission Requirements

The original proposal must have wet ink signatures. Modification to a proposal after the proposal submittal deadline will not be accepted by the County.

3.2 EVALUATION PROCEDURE AND CRITERIA

The County is interested in selecting a qualified firm with the ability to provide Third Party Administrative Services. A key component for the successful firm will be the ability to meet the County's performance desires while minimizing the cost.

The Evaluation Panel will consist of County of Mendocino staff and any other person(s) designated by the County. Following review of the proposals, the Panel may invite one or more proponents to make an oral presentation. During these presentations, the proponent will be allowed to present such information as may be appropriate in order that the Panel can effectively and objectively analyze all materials and documentation submitted as part of the proposals.

Each firm must be represented by an individual who will be the prime contact person to the County and any other individuals whom the firm may select. The highest-rated proposal(s) will then be further scrutinized through financial analysis and reference checks.

To that end, the Panel will evaluate the proposals based on, but not limited to, the following criteria:

- A. Proponent's ability to provide all services as outlined in the Scope of Work;
- B. Related experience with similar projects, company background and personnel qualifications;
- C. Proponent's Fee Schedule: completed and signed (under separate sealed cover);
- D. Proponent's Agreement;
- E. Non-Collusion Affidavit;
- F. References;
- G. Recently terminated clients;
- H. Performance Guarantees; and
- I. Any other criteria as best suits the County of Mendocino.

3.3 PROPOSED DEVELOPMENT COSTS

The cost of preparing and submitting a proposal is the sole responsibility of the proponent and shall not be chargeable in any manner to the County of Mendocino.

3.4 PROPONENT CONTACT

Proponent shall provide the name, address, e-mail address and telephone number of an individual in their organization to whom notices and inquiries by the County should be directed as part of this proposal.

3.5 COUNTY'S USE OF PROPOSAL MATERIAL

All material submitted in or with the proposal shall become the property of the County, unless it is clearly marked as proprietary information. The County reserves the right to use any ideas presented in the proposals, without compensation paid to the Firm. Selection or rejection of the proposal shall not affect this right.

3.6 REJECTION OF PROPOSAL

The County reserves the right to reject any and all proposals submitted and to request additional information from the Proponent. The award will be made to the firm which, in the opinion of the County, is best qualified.

PROPOSAL DOCUMENTS

A) "RFP – TO PROVIDE THIRD PARTY ADMINISTRATIVE SERVICES"

B) September 1, 2020

COMPANY NAME: _____

CONTACT NAME: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

EMAIL: _____

COUNTY OF MENDOCINO
Request for Proposal
Third Party Administrative Services

PROPONENT'S AGREEMENT

In submitting this proposal, as herein described, the proponent agrees that:

1. They have carefully examined the Scope of Work and all other provisions of this document and understand the meaning, intent and requirements of same.
2. They will enter into contract negotiations and furnish the services specified.
3. They have signed and notarized the attached Non-Collusion Affidavit form, whether individual, corporate or partnership. Must be a 'Jurat' notarization.
4. Confidentiality: Successful Proponent hereby acknowledges that information provided by the County of Mendocino is personal and confidential and shall not be used for any purpose other than the original intent outlined in the Request for Proposal. Breach of confidentiality shall be just cause for immediate termination of contract agreement.

SIGNATURE

ADDRESS

SIGNED BY

TITLE OR AGENCY

TELEPHONE NO. /FAX NO.

DATE

EMAIL ADDRESS

NON-COLLUSION AFFIDAVIT

No. 1 **FOR INDIVIDUAL PROPONENT STATE OF CALIFORNIA,** _____)ss.
County of _____)

_____ 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 County, 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 PROPONENT STATE OF CALIFORNIA,** _____)ss.
County of _____)

_____ 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 County, 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 _____)

_____, 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 County, 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 _____

COUNTY OF MENDOCINO
Request for Proposal
Third Party Administrative Services

PROPONENT'S QUESTIONNAIRE

Questionnaire Instructions to Proponents

*****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.
- 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.
- Lengthy responses are less preferred. To avoid this, be concise in your response.
- Use bullet points as appropriate. Reconsider how to word any response that exceeds 200 words in length so that the response contains the **most important points** you want displayed. Do not refer the reader to an appendix/attachment for further information.
- Proponent will be held accountable for accuracy/validity of all answers.
- Remember, RFP responses will become part of the contract between the winning Proponent and the County.

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

DO NOT ALTER THE QUESTIONS

A. GENERAL RFP 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 County 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 RFP?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4. You will be required to issue the Contract within thirty (30) calendar days after being given a <i>Notice of Intent to Award</i> unless waived by the County. Please confirm your acceptance of this requirement.	<input type="checkbox"/> Yes <input type="checkbox"/> No
5. Confirm that your proposed third party administrative fees are guaranteed for 36 months.	<input type="checkbox"/> Yes <input type="checkbox"/> No
6. Confirm that your proposed rates exclude commissions.	<input type="checkbox"/> Yes <input type="checkbox"/> No
7. Please confirm that your bid includes all fees with respect to the administration of the plans and that any and all fees not included are listed separately in your fee quotation form.	<input type="checkbox"/> Yes <input type="checkbox"/> No
8. 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
9. The County requires that it maintain the right to terminate the contract at any time provided that it gives 60 days advance written notification to the contractor. Do you agree to this provision?	<input type="checkbox"/> Yes <input type="checkbox"/> No
10. 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
11. Do you agree to the provision that changes in the administrative fee or/and premium rate may only occur on the anniversary date unless required by mandatory benefit changes?	<input type="checkbox"/> Yes <input type="checkbox"/> No

COUNTY OF MENDOCINO
Request for Proposal
Third Party Administrative Services

12. Confirm that your service team supporting the County's Benefit Management will be available to the County Personnel during normal business hours for the operation of the County.	<input type="checkbox"/> Yes <input type="checkbox"/> No
13. Will you agree to accept any specified eligibility rule established by the County?	<input type="checkbox"/> Yes <input type="checkbox"/> No
14. Will you agree to include in your contract a hold harmless provision that indemnifies the County 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?	<input type="checkbox"/> Yes <input type="checkbox"/> No
15. Confirm that your firm is approved to administer claims under the Anthem Joint Administration Agreement.	<input type="checkbox"/> Yes <input type="checkbox"/> No
16. Do you agree to maintain compliance with HIPAA privacy and security for the duration of the contract with the County?	<input type="checkbox"/> Yes <input type="checkbox"/> No
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.	<input type="checkbox"/> Yes <input type="checkbox"/> No
18. Do you agree to provide monthly, quarterly, and annual reporting (<i>i.e.</i> , administrative costs/premium, claims, enrollment and utilization)? - Enrollment: Monthly - Administrative costs/premium: Monthly - Claims: Monthly including large claim reports - Utilization: Quarterly; Semi-Annual and Annual	<input type="checkbox"/> Yes <input type="checkbox"/> No
19. Do you agree to perform all services listed under section 2.2, Scope of Work?	<input type="checkbox"/> Yes <input type="checkbox"/> No
20. Does your proposed fee include all services listed under section 2.2, Scope of Work?	<input type="checkbox"/> Yes <input type="checkbox"/> No

Explain any "No" answer provided in the requirements above:

IMPLEMENTATION AND TRANSITION	VENDOR RESPONSE
<p>j. Your proposed data migration strategy.</p> <p>k. Your approach to risk and issue management, scope control, and quality assurance.</p> <p>l. Establishment of bank accounts and on-line plan information.</p>	<p> </p> <p> </p> <p> </p>
<p>5) Please indicate how you will be converting any existing claim records that are needed in order for you to process run-in claims on your system, including the methodology you will use and the cost involved. If this cost is not included in your quoted rates, please detail the cost. Please indicate the time frame for this conversion.</p>	<p> </p>
<p>6) Would you transfer enrollment cards (if applicable), claim information and other administrative records to any carrier/TPA who replaced you at no charge?</p>	<p> </p>
<p>7) Are all implementation costs included in your basic fees? If no, please identify all additional charges and include in Table 3 of the Fee Quotation Section.</p>	<p> </p>
<p>8) Based upon past experience from other clients for which you have implemented services, what can the County expect as far as the transition process is concerned?</p>	<p> </p>

C. COMPANY HISTORY & FINANCIAL PROFILE

COMPANY HISTORY & FINANCIAL PROFILE	VENDOR RESPONSE
1) Provide the legal name, address and telephone number of your company and the type of entity (sole proprietorship, partnership, LP, LLC or corporation and whether public or private). Include the name and telephone number of the person(s) in your company authorized to execute the proposed contract.	
2) Indicate any pending claim, complaint, petition, or lawsuit filed by your company or anyone acting on your company's behalf where the County may be liable for damages, costs, or attorneys' fees.	
3) State if you are a local vendor as defined in Section 1.4 of this RFP (provide the street address of the local office).	
4) Where is your company located and how long has it been in business? Indicate the total number of employees.	
5) If your Company is selected as a contractor, do you propose to open a local office? If not, how does your company propose to provide local customer service?	
6) Is your company a division or subsidiary of a parent firm? If yes, please indicate the name of the parent firm.	
7) Do you plan to subcontract any portion of the services required to another firm? If "Yes", answer the following:	

COMPANY HISTORY & FINANCIAL PROFILE	VENDOR RESPONSE
<p>a. Will you take responsibility for the quality, timeliness, and accuracy of these sub-contracted services?</p> <p>b. Describe how your staff will interface with the staff of the subcontractor(s).</p> <p>c. Is there an expectation that member systems and/or participants would interface with any subcontractor?</p> <p>d. Is your organization willing to include language in the service agreement that will warrant that your firm and its related organizations will not outsource work to foreign workers during the life of the contract?</p>	<hr/> <hr/> <hr/> <hr/>
<p>8) Confirm that Plan data will be made available to the County or its authorized agents for purpose of an audit, from time to time. What, if any, restrictions would apply?</p>	
<p>9) Along with your proposal, please include copies of the most recent reports on your company claims paying ability from the rating services of Standard & Poor's, A.M. Best's, Moody's, and/or Fitch. (If you are not rated by one or more of these organizations, please so state). Has there been any change in your ratings in the last two years? If yes, please explain the nature and reason(s) for the change.</p>	

COMPANY HISTORY & FINANCIAL PROFILE	VENDOR RESPONSE
<p>10) Provide the latest annual report or other financial reports (including audited financial statements) that indicate the financial position of your organization. If your company is privately held, list owners with 5 percent or more of equity. If the financial report is to be held as confidential, it must still be provided. It may be included in a separate envelope marked as confidential, proprietary information. Failure to submit the required information may cause your proposal response to be deemed incomplete.</p>	
<p>11) Has your firm ever been subject to a legal action brought by a client or former client for the proposed product/services within the past five years? If so, please explain the nature and current status of the action(s). Are there any outstanding legal actions pending that would affect your ability to provide the requested services? If yes, please explain.</p>	
<p>12) Has your company, its affiliates or any of its staff, principals or owners ever been subject to a governmental or criminal investigation involving the requested services? Please describe.</p>	
<p>13) What fidelity and surety insurance or bond coverage do you currently carry to protect your clients? Specifically describe the type and amount of the fidelity bond insuring your employees that would protect the County Plan in the event of a loss. Please confirm you are willing to maintain the insurance amounts required by the County as outlined in Exhibit 1.</p>	

COMPANY HISTORY & FINANCIAL PROFILE	VENDOR RESPONSE
14) Has your firm or any client administered by your firm ever sustained a fidelity loss or claim? If yes, please provide details.	
15) Indicate your firm's current liability insurance limit with regard to errors, omissions, negligence, etc. Please include deductible and annual limit (per occurrence and aggregate) information and name of insurer. (Please provide copies of such policies). Please confirm you are willing to maintain the insurance amounts required by the County as outlined in Exhibit 1 .	
16) Designate the individual(s) with the following responsibilities. Include the name, title and address of each individual, along with a brief description of his/her qualifications and experience. <ul style="list-style-type: none"> • The individual(s) representing your company during the proposal process. • The individual(s) who will be assigned to the overall ongoing management. • The individual(s) responsible for day-to-day service. 	<hr style="border-top: 1px dashed black;"/> <hr style="border-top: 1px dashed black;"/> <hr style="border-top: 1px dashed black;"/>

D. CUSTOMER SERVICE

CUSTOMER SERVICE	VENDOR RESPONSE
1) Provide a brief overview of the administration office you would propose for the County. What is the location and hours of operation of the office that would provide day-to-day account service? How long has it been operational? What types of services does it provide?	
2) Describe the staffing of the proposed administration office. How many employees work in that location? What was the turnover rate for customer service and account management staff in the last 12 months? What was your total turnover? (Express as a percentage of total staff members.) What is the average number of years of experience of these employees?	_____
3) Indicate how many full time and part time individuals (by position type and level) would be dedicated or assigned to the County's account. Will dedicated employees have shared duties with other accounts? What percentage of time would be dedicated to the County? Please include customer service and programming staff specifically, in your response. Who will be assigned as the account executive on the account? Please provide his/her professional biography with your response.	
4) Describe the supervision function. Who would be responsible for daily ongoing administrative issues? How would account service for the County be coordinated? If your firm is selected, do you anticipate hiring additional staff? If so, how many and in what category?	

CUSTOMER SERVICE	VENDOR RESPONSE
5) Do you currently offer, or would you agree to offer, a web site that would provide claims status, verification of eligibility and other participant information?	
6) Customer service is an important factor in the review process. Please describe your customer service model and provide information on any enhancements currently underway in the customer service department.	
7) Do you conduct customer satisfaction surveys? If yes, please provide the satisfaction percentage for the last two years. If not, will you be willing to conduct surveys on behalf of the County if you are selected?	
8) Will a toll-free number be made available to participants to handle inquiries regarding benefit/plan design, eligibility, claim status, or other service issues such as locating network providers? Please specify whether the number will be dedicated to the County or shared (check only one):	<input type="checkbox"/> Yes, at no extra charge <input type="checkbox"/> Yes, at a charge of \$ (Please include this fee in Table 1 of Section IX) <input type="checkbox"/> No

<p>9) What days/hours will the telephone lines be staffed by actual customer service representatives? (Please do not include hours the telephone line will be staffed by an answering service. Include weekend hours, if applicable.)</p>	
<p>CUSTOMER SERVICE</p>	<p>VENDOR RESPONSE</p>
<p>10) Indicate the ways in which your organization is able to accommodate the special needs of enrollees (check all that apply).</p>	<ul style="list-style-type: none"> <input type="checkbox"/> No special accommodations <input type="checkbox"/> Have a TDD (Telecommunications Device for the Deaf) or other voice capability for the hearing impaired <input type="checkbox"/> We accommodate non-English speaking enrollees by contracting with an independent translation company <input type="checkbox"/> We maintain customer service staff with the ability to translate Spanish <input type="checkbox"/> We maintain customer service staff with the ability to translate the following languages:

E. HIPAA

HIPAA	VENDOR RESPONSE
1) Describe the process used by your company to comply with HIPAA EDI, Privacy, Security and HITECH requirements. Have you received external or independent certification regarding your HIPAA compliance?	
2) Who is the key individual in your organization responsible for compliance with the HIPAA Administrative Simplification provisions? Please identify that individual by name and title.	
3) Have you arranged for additional vendors, subcontractors, or other entities to assist you in complying with the HIPAA Administrative Simplification provisions? If yes, please identify the entities and/or their role.	
4) Describe your HIPAA EDI compliance solution. Does your system have the ability to send and receive all types of HIPAA X12 electronic transmissions? Are you using a clearinghouse as part of your solution? If so, which one(s)?	
5) Are you actively conducting EDI transactions at the present time? If so, which transactions are you presently conducting? If not, what is preventing you from sending and/or receiving EDI transactions?	
6) Is your system compliant with the National Provider Identifier (NPI) requirements?	

HIPAA	VENDOR RESPONSE
7) Has any client ever terminated a HIPAA Business Associate Agreement with you (or an underlying Services Agreement) for cause, due to material breach or violation of the HIPAA Business Associate Agreement? If so, please describe the breach or violation and your efforts to remedy the situation.	
8) Describe the process used by your company to comply with HIPAA Privacy and Security requirements. Have you conducted an assessment?	
9) Have you conducted an analysis of the risks and vulnerabilities to protected enrollment and claims information in your system and networks?	
10) Is your staff trained on all Privacy and Security requirements? Please describe your training program and enforcement policy.	
11) Does your system presently meet requirements in the regulations issued pursuant to the HIPAA Security and HITECH standards? If not, have you identified areas in which your system does not meet the proposed standards and what is your timetable for bringing your system into compliance?	
12) Does your system produce sufficient audit trails to satisfy the HIPAA Privacy and Security regulations?	
13) Are all electronic transmissions of PHI, including eligibility files, authorizations, reports, etc., encrypted or sent via secure means? Which encryption methods do you support for e-mails and file attachments? Please describe.	

COUNTY OF MENDOCINO
Request for Proposal
Third Party Administrative Services

HIPAA	VENDOR RESPONSE
14) Describe the encryption solution that you provide clients for exchanging e-mails containing ePHI.	

F. ORGANIZATIONAL EXPERIENCE

ORGANIZATIONAL EXPERIENCE	VENDOR RESPONSE
1) How long has your firm been administering health benefit plans? Please list the number of years your company has provided claims administration services.	
2) Describe your company's experience administering health benefit plans and claims for similarly sized clients.	
3) How many clients are you currently administering? How many additional clients are expected during 2021?	
4) Has any client terminated the administration services of your firm during the last five years? If so, please provide the names along with the reason for each termination. May they be contacted?	
5) Describe how your company keeps its staff apprised of legislative updates, both federal and State. Indicate the scope of your company's technical research ability, including staff and access to legal resources.	
6) Describe how your company keeps its clients abreast of on-going changes within your industry.	

G. Claims Administration

CLAIMS ADMINISTRATION	VENDOR RESPONSE
1) Do you agree to perform each of the services as outlined in the Scope of Work in this RFP? If not, please list in detail each exception to the required services that you are not agreeing to perform.	
2) Identify any services in the Scope of Work that you do not provide to other clients.	
3) Please provide screenshots of your online eligibility system, which demonstrate the ability to enter new employees, change enrollment, add dependents, and terminate employees.	
4) Are changes made by the County in real time or batch processed?	
5) Is there any time lag for changes made into eligibility system and the claim system?	
6) Is your system currently set up to accumulate both the medical and prescription drug claims for the ACA mandated combined out-of-pocket maximum? If not, by what date will your system be able?	
7) Will you agree to provide eligibility information to the other insurance companies from this system and develop interferences for insurance companies/vendors?	
8) Do you agree to pay all run-in claims if you are required by the County? Please provide the cost of processing run-in claims in Fee Quotation Section.	

CLAIMS ADMINISTRATION	VENDOR RESPONSE
<p>9) How many claims processors will be dedicated/assigned to this account? What is the average number of years of experience of these claims processors?</p>	
<p>10) Describe both the initial and ongoing training received by claims processors, customer service representatives, supervisors and other management staff. Is the training optional or mandatory? How is performance measured to assure quality, timeliness, and accuracy of services?</p>	
<p>11) Describe the claims payment process from date of receipt to full adjudication of checks to providers or patients. Will all claims be paid in accordance with the benefit program described in the RFP and attached SPD?</p>	
<p>12) Is your recordkeeping system flexible to capture and track the following data elements?</p> <ul style="list-style-type: none"> • Date of the original contract. • End date of the contract. • Basic employee census data, such as employee name, address, social security number and alternate ID number. • Data for each eligible dependent including date of birth, sex, social security number, relationship to member (spouse, domestic partner, child, etc.), student/disability status and verification dates, other employment/coverage (COB), Medicare coverage, alternate mailing address, etc. • Effective date by plan. • Termination date. 	<hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/>

CLAIMS ADMINISTRATION	VENDOR RESPONSE
<ul style="list-style-type: none"> • Eligibility rules and benefit design by plan. • Eligibility accounting by group and subgroup. 	
<ul style="list-style-type: none"> • Subgroup accounting. • Appeals process (intake and first response). • Status (Employee, retiree, COBRA, etc.). 	
13) Will you be able to maintain and administer alternate IDs? Describe your capabilities to assign, as well as to receive, County-assigned alternate IDs.	
14) Please describe your claims processing system. What other software is utilized (e.g., unbundling)? Describe how you will track and capture eligibility information, claim payments, etc. for the Plan.	
15) Describe your system's auto adjudication capabilities. What percentage of claims are you typically able to auto adjudicate (please specify hospital, medical, etc.)?	
16) Do you have the capability to transmit and receive data (eligibility, claims, payments, etc.) electronically? Please describe your current capabilities.	
17) Please describe your claims system capabilities in terms of reasonable and customary (R&C) profiles maintained. How do you develop and maintain your R&C profiles? How often are they updated? Can you capture CPT-4 codes plus modifiers? ICD- 10? RBRVS? Custom R&C schedules?	

CLAIMS ADMINISTRATION	VENDOR RESPONSE	
18)What is the maximum amount of claims history that can be maintained on-line for a group of this size?		
19)Describe your internal procedures to monitor turnaround time and payment accuracy.		
20)Describe your internal procedures and methodology for claims audits and quality control.		
21)Please provide your most recent claims processing performance statistics for the claims office/staff that you are proposing for the County.		Statistic
	Claims processing turnaround time for clean claims (in working days)	_____ day s
	Financial accuracy	%
	Coding accuracy	%
	Overall processing accuracy	%
	Auto adjudication ratio	%
22)For the claim office proposed, what is the number of working days for a claim to be processed (check issued) from the date of receipt, without coordination of benefits? On what basis do you make that representation (e.g., average turnaround time over the past 12 months)?		
<ul style="list-style-type: none"> • What percent of claims are processed within 5 working days: _____ % • What percent of claims are processed within 10 working days: _____ % 		
23)When are claims pended? Does a pending notice go into the system? Is there an automatic follow-up? What is the frequency of the follow-up? How many follow-ups performed?		

CLAIMS ADMINISTRATION	VENDOR RESPONSE
24)How do you avoid duplicate payments of the same claim? If duplicate payments or overpayments are made, what are your procedures for recovery of the overpayments or duplicate payments?	
25)Describe the methods used to track claim status? If on-line, can claim tracking be made available to clients?	
26)How do you handle backlogs or emergency situations that affect claims processing and customer service (e.g., overtime, switch to another office)? Describe process for monitoring, recording and retrieving customer service calls and correspondence.	
27)Are you able to give credit for deductibles, or charges applied to out-of-pocket maximums and plan maximums, that accumulated with a prior administrator/carrier?	
28)Describe how your claims system interfaces with managed care data regarding a specific claim and/or hospital bill. If managed care services are subcontracted, does it have the ability to electronically transfer files from/to the medical review organization?	
29)What processes or programs do you have in place that identify and result in cost savings?	
30)Please explain how you identify and investigate workers' compensation claims.	
31)What types of programs do you have in place to investigate potential health care fraud and abuse? How do you identify cases for investigation? What procedures are followed once a case is identified?	

CLAIMS ADMINISTRATION	VENDOR RESPONSE
32)How do you determine whether any professional charges submitted were for services actually rendered?	
33)Explain how unusual claims and/or charges are handled. Do you retain medical consultants for the review of any unusual claims or charges? If yes, explain the method in which such medical consultants are used and their qualifications. Indicate the savings in claim costs that are attributable to the use of these medical consultants and how that amount of savings is calculated. Does this outside organization or person have any other kind of business or personal relationship with your organization or any member of your organization? If so, what is the relationship?	
34)Please explain any other special claim administration procedures that you employ to achieve savings on claim payments, such as special investigations of claims. Include a description of each procedure, indicating whether these procedures are optional or automatic, their cost and the savings you typically achieve by using them. Be sure to explain how any savings are calculated.	
35)Are your systems and processes compliant with the DOL requirements for Claims and Appeals procedures? Please describe.	
36)Provide sample printed materials including claim forms, EOBs, etc.	

H. Computer and System Support

COMPUTER AND SYSTEM SUPPORT			VENDOR RESPONSE		
1) Please describe all data elements that your record keeping system can capture and track. Can reports be queried by any of these data elements?					
2) Can your existing system handle/administer the County's plan rules? What system modifications do you expect to implement in order to accommodate the County's plan design and provide the required services accurately, and on a timely basis?					
3) Please indicate in the chart below what components of the computer application were (a) developed in-house, (b) purchased, or (c) licensed. If software is purchased or licensed, please indicate from whom.					
Function	Developed In-House	Purchased	Licensed	Year of Last Major Modification	Name of Software Vendor
Enrollment and Eligibility					
Claims Processing					
Imaging/ Scanning					
Workflow					
Customer Service					
Other:					
4) Describe your disaster recovery program and business resumption strategy.					

I. Reporting Capabilities

REPORTING CAPABILITIES	VENDOR RESPONSE
<p>1) You are expected to meet certain minimum reporting requirements. The County will require a number of regular weekly, monthly, quarterly and annual claim reports. Samples of some of these reports are listed below. Please indicate for each:</p> <p>i. Whether or not you can provide such a report and the frequency provided, and</p> <p>ii. If you can provide the requested report, please indicate the price or whether the cost is included in your fees.</p> <ul style="list-style-type: none"> • A monthly paid claims summary for all benefit payments made during the month. The summary should show the eligible charges submitted, amount paid during the month, and the number of claims paid. (i.e., the number of checks or drafts issued). How soon after the end of any given month, would such a report be available? Describe the reconciliation of the paid claims summary to the funding requests (how do you handle adjustments to prior funding requests? • A monthly report illustrating the distribution of claim occurrences and expenditures by hospital, including a cumulative total of the cost per day, length of stay, and total number of days by facility. 	<div style="border: 1px solid black; height: 100%;"></div>

REPORTING CAPABILITIES	VENDOR RESPONSE
<ul style="list-style-type: none"> • A monthly report on admission approvals and denials for each hospital. • Cost containment reports showing savings due to amounts determined to be ineligible, amounts applied to deductible and coinsurance, and amounts adjusted for COB. • Claims paid by type of service category showing total number of claims, eligible charges and claim payments for each category. • Recommendation for IBNR for the County's financials including supporting documentation such as: Claims lag/triangulation report for financials (NOTE: the County's fiscal year is July 1 through June 30.) • Customer service and activity reports. • Full financial accounting reports including schedules and support for both internal and external audits. 	
<p>2) Describe any other claim/management reports you would be able to provide to the County or that you regularly provide as part of your standard reporting package at no additional charge, and the frequency with which they would be provided.</p>	
<p>3) How long are participant and claim records maintained in the system? How far back can the County go to obtain historical information on its health plan?</p>	

4) What information/reports are available to the County via on-line access?	
---	--

REPORTING CAPABILITIES	VENDOR RESPONSE
5) Would you provide ad-hoc data reports at the County's request? If so, please describe your ad-hoc data reporting capabilities. Would there be additional fees for these reports? If so, please describe and include all additional fees in Tables 1 and 2 of the Fee Quotation Section.	

PROPONENT INFORMATION SHEET

Organization Name:	
Date Founded	
Contact Person's Name	
Title	
Address	
County/State	
Phone Number	
E-mail Address	
Fax Number	
Website	

CURRENT CLIENT REFERENCES				
Name	Contact Name	Phone Number and Client Location	Number of Employees	Contract Start Date
RECENTLY TERMINATED CLIENTS				
Name	Contact Name	Phone Number	Termination Reason	Termination Date

_____ Authorized Signature

FINANCIAL EXHIBITS

Please be advised that if your quotes are not “firm” or “final” you must clearly indicate it in your proposal and explain exactly what information will be needed in order for the quote to become final. In providing fee estimates please keep in mind the following:

1. Proposals that contain contingencies upon the award of multiple services under the contract will not be accepted, including specific vendors.
2. Please complete the tables that are at the end of this section. Include all assumptions used to develop the fees. In preparing the tables, please keep in mind the following:
 - You must quote fees on a monthly per capita basis; please calculate your total monthly charge based on the headcounts provided in this RFP and list the headcounts/assumptions used in your calculation.
 - To ensure consistency among vendor bids, it is very important that you use the volumes provided in this RFP to calculate your fees, if you are quoting capitated fees; insert total fees where requested.
 - Any set-up fees to transfer records from the incumbent TPA system and/or manual records to your recordkeeping system should be listed separately (Table 3).
 - Any special fees or charges of any kind for services or supplies that will not be covered by your proposed per capita or fixed monthly fee must be disclosed in your proposal (Table 2). Please describe any services or supplies you will not cover.
 - Monthly fees should include all administration services outlined in this request for proposal. If you are proposing fees on a bundled basis, which may differ from the suggested breakdown, ensure that services are accounted for and indicate “Included” in the appropriate fee box. List in Table 2 any services that you would not provide or that are not included.
3. List all services and supplies that are covered by the fees provided in Table 2. Please include all services as this list will be included in a contract agreement should your firm be selected.
4. For the fees quoted, indicate if fees include the cost of routine printing and postage (i.e., mailing of EOBs, checks, etc.). If not, provide the additional cost for postage.
5. If your organization makes any charges of any kind for services or supplies that are not included in the fees quoted on the basis indicated above (e.g., start-up costs, booklet drafting or printing) please describe clearly in your proposal such services and/or supplies and the charges that will be made for them. Otherwise, the County will assume that the fees that you quote include all services and supplies that could reasonably be expected to be provided to the County while your administration of the plan.

Table 1 - TPA Fee Quotation Form

FINANCIAL EXHIBIT 1	MONTHLY FEE CLAIMS ADMINISTRATION		
	Year 1	Year 2	Year 3
1. Claims Administration <ul style="list-style-type: none"> • Eligibility and enrollment maintenance • Coordinating benefits with other group plans, auto insurance coverage, workers' compensation and any other applicable benefit plans • Claims administration • Claims and appeals processing • Customer service <ul style="list-style-type: none"> • Headcount used in the calculation: 	PEPM	PEPM	PEPM
2. Utilization Management and Case Management			
3. Flexible Spending Account (FSA) Administration Fee and Nurse Line Fee			
4. Self-Pay Administration – COBRA, Leave of Absence; includes notification to participants of all open enrollments and benefit changes			
5. Other Fees <i>(Please indicate if any will be treated as pass through costs paid by the County.)</i>			
<ul style="list-style-type: none"> • 800 Number (Specify shared or dedicated) 			
<ul style="list-style-type: none"> • Postage 			
<ul style="list-style-type: none"> • Printing of Forms 			
<ul style="list-style-type: none"> • Scanning 			

FINANCIAL EXHIBIT 1	MONTHLY FEE CLAIMS ADMINISTRATION		
	Year 1	Year 2	Year 3
• SPDs/SMMs			
• Banking			
• Other (please specify)			
6. Run-In Claims Administration			
7. Total Monthly Fees			
8. Total Annual Fees			

Table 2 - Fees and Services

LIST OF SERVICES INCLUDED IN FEES <i>(Please specify all services as this list will be included in a contract agreement should you be selected.)</i>
1. 2. 3.
ANY SPECIAL FEES, CHARGES OR EXPENSES OF ANY KIND NOT INCLUDED IN FEES
LIST OF SERVICES NOT INCLUDED IN FEES, ALONG WITH ASSOCIATED FEES
1 2. 3.

Table 3 - First Year Set-Up Fees

SERVICE	SET-UP FEES (YEAR 1 ONLY)
1. Initial Set-up Charge	
2. Development of Communication Materials (e.g., transition announcement letters, etc.)	
3. Other (Specify)	
Total Set-up Fees	

_____ **Authorized Signature**

_____ **Title**

_____ **Name of Company**

_____ **Date**

PERFORMANCE GUARANTEES

1. The County is looking for a flat dollar performance guarantee amount that can be allocated by the County across the various guarantees as they choose. Please indicate the amount you are willing to place at risk.

2. The County 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.

Please describe your financial penalties for failure to meet guarantees and the threshold that would trigger such penalties. If you wish to provide other categories and targeted standards and penalties, please indicate them as changes or additions to the chart below.

Performance Category	Performance Standard Description	Proposed	
		Minimum Standard Target	Penalty
Overall Client Services	Telephone call availability and answering speed		
	Telephone call abandonment rate		
	Telephone call on-hold (in-queue) time		
	Complaint resolution by vendor		
Report Standards	Timely delivery of Report		
	Report Accuracy		

COUNTY OF MENDOCINO
Request for Proposal
Third Party Administrative Services

Performance Category	Performance Standard Description	Proposed	
		Minimum Standard Target	Penalty
Implementation	Ready to pay claims on 3/1/2021 or 4/1/2021		
	Completed by 3/1/2021 or 4/1/2021		
Claims Services	Monthly Claims Processing Turnaround Time		
	Financial Accuracy		
	Processing Accuracy		
	Payment Accuracy		
Total Client Satisfaction	Overall satisfaction of client with administrative services		

EXHIBIT 1
INSURANCE REQUIREMENTS
TPA

TPA 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 TPA, its agents, representatives, volunteers, or employees.

2. **INSURANCE** Throughout the life of this Contract, the TPA 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: combined single limit vehicle bodily injury liability and property damage liability - \$500,000 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; 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-year discovery and reporting tail period coverage). Certificate of Insurance only required.
 - (iii) **CRIME COVERAGE OR FIDELITY BOND**: covering the dishonest acts of employees furnished by Lessee, including coverage for theft of property of the County by the Lessee, its employees or subcontractors. The limit shall not be less than \$5,000,000 each occurrence.

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

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: *County of Mendocino, its elected or appointed officials, employees and volunteers are additional insured.*
2. All insurance required by this Agreement shall be with a company acceptable to the COUNTY 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 TPA completes its performance of services under this Agreement.
10. For any claims related to services or products provided under this contract, the TPA's insurance coverage shall be primary insurance as respects the County of Mendocino its officers, agents, and employees. Any coverage maintained by the COUNTY shall be excess of the TPA's insurance and shall not contribute with it. Policy shall waive right of recovery (waiver of subrogation) against the COUNTY.
11. 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 COUNTY. 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 COUNTY with notification of any cancellation, major change, modification or reduction in coverage.
12. Regardless of these contract minimum insurance requirements, the TPA and its insurer shall agree to commit the TPA's full policy limits and these minimum requirements shall not restrict the TPA's liability or coverage limit obligations.
13. 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.

14. The Company shall furnish the County of Mendocino with the Certificates and Endorsement for all required insurance, prior to the COUNTY's execution of the Agreement and start of work.

15. Proper address for mailing certificates, endorsements and notices shall be:

County of Mendocino
Human Resources, Benefits Administration
501 Low Gap Road, Room 1326
Ukiah, CA 95482
Attn: Cherie Johnson

16. Upon notification of receipt by the COUNTY of a Notice of Cancellation, major change, modification, or reduction in coverage, the TPA shall immediately file with the COUNTY 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 COUNTY's Risk Manager.

If at any time during the life of the Contract or any extension, the TPA 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 COUNTY to terminate this Contract.

If the TPA should subcontract all or any portion of the work to be performed in this contract, the TPA 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.

LIST OF ATTACHMENTS

- Attachment A – Proposal Summary and Statement of Responsibility (Signature Page)
- Attachment B – Proposal Checklist/Table of Contents
- Attachment C – Underwriting Information
- Attachment D – Exceptions to RFP
- Attachment E – Letters of Reference
- Attachment F – Certificate of Non-collusion
- Attachment F – Proposal Evaluation Form
- Attachment G – Sample Mendocino County Contract
- Attachment H – Current Rates
- Attachment I – Claims Experience
- Attachment J – Summary of Benefits

**ATTACHMENT A
PROPOSAL SUMMARY AND STATEMENT OF RESPONSIBILITY
(SIGNATURE PAGE)**

**County of Mendocino RFP for
Third Party Administrative Services**

RFP Issue Date: July 24, 2020
RFP Submission Deadline: September 1, 2020

Proposals must be enclosed in a sealed envelope or package, clearly marked "Mendocino County RFP for Third Party Administrative Services and delivered by **Tuesday 5:00 p.m. on September 1, 2020**

Questions regarding this RFP should be directed to:

Procedural and Technical inquires:
Keenan & Associates
Michael Ahn
2889 Plaza Del Amo, Suite 500
Torrance, CA 90503
Email: mahn@keenan.com
Phone: (626) 641-7954

This Proposal Summary and Statement of Responsibility (Signature Page) must be included with your submittal to validate your proposal. Proposals submitted without this page will be deemed non-responsive.

All questions must be written and sent via email to above address, mahn@keenan.com. All questions must be received by Monday 5 PM, August 3, 2020. No questions will be accepted after this date. Responses will be made available via email or posting by August 10, 2020.

Vendor Authorized Representative

Company Name: _____
Representative: _____
Title: _____
Phone: _____
Address: _____ Fax: _____
Federal Tax ID No.: _____ Email: _____

**RFP Contact
Information (if
different from
above)**

Contact Person: _____
Title: _____
Phone: _____ Address: _____
Fax: _____
Email: _____ Date: _____

Certifications:

1. Do you agree to comply with specifications, RFP instructions, draft contract requirements and other pertinent references contained in this RFP?

YES NO

2. Do you agree that the proposal will stand firm and will not be withdrawn for a period of 90 days after the proposal is opened?

YES NO

3. Do you certify that all statements in the proposal are true? This shall constitute a warranty, the falsity of which shall entitle the County to pursue any remedy authorized by law, and shall include the right, at the option of the County, of declaring any contract made as a result thereof to be void.

YES NO

4. Do you agree to provide the County with any other information the County determines is necessary for accurate determination of your qualifications to provide services?

YES NO

5. Do you agree that the proposal amount includes all costs incident to the proposed contract?

YES NO

6. The County of Mendocino has adopted a Local Vendor Preference. Does your company meet the criteria for the five percent cost preference as a local vendor for the County of Mendocino, as described in Section 1.4?

YES NO

To the best of my knowledge and belief, the information provided in this initial determination of responsibilities is true and correct.

Authorized Representative: _____

(Printed name)

Signature: _____

Date: _____

**ATTACHMENT B
PROPOSAL CHECK LIST/TABLE OF CONTENTS**

This proposal checklist identifies the various components that must be submitted with your proposal. This form is to be completed and included in the proposal and must be located directly behind Attachment A.

Follow this sequence in presenting your proposal with the checklist serving as your table of contents.

Proposal Check List/Table of Contents	Page No.
Signature Page, signed by authorized representative (RFP Attachment A)	
Proposal Check List/Table of Contents (RFP Attachment B)	
Executive Summary	
Scope of Services (in relation to providing services described in Section 2.2, Scope of Work)	
Company Background and Experience (including staff resumes)	
Proposal Cost Plan and Narrative	
Exceptions to the RFP (RFP Attachment C)	
Letters of Reference (minimum of two (2)) (RFP Attachment D)	
Certificate of Non-Collusion, signed by authorized representative	
Insurance Coverage (Certificate of Insurance)	

ATTACHMENT C – Underwriting Information

Past Enrollment

	2016	2017	2018	2019
Actives and COBRA	984	996	1,025	1,028

Total Medical Claims Processed (excluding duplicate claims)

	2016	2017	2018	2019
Claims Processed	N/A	16,815	18,685	18,397

Current Enrollment as of July 2020: 1,000

**ATTACHMENT E
LETTERS OF REFERENCE**

Please list the references (minimum of two (2)) in the section provided below and attach corresponding letters to this form.

Agency	Contact Name/Address	Phone No.	Dates Services Provided (From/Through)

**ATTACHMENT F
PROPOSAL EVALUATION FORM**

Vendor Name: _____

Evaluated By: _____

A.	Completeness of Response	Pass/Fail
B.	Financial Stability	Pass/Fail
C.	Covered Components of Scope of Work	Pass/Fail

NOTE: In the event that your proposal rates a 'Fail' on any of the above, the proposal will not be considered for selection process.

		Weight
D.	Financial Cost and Value <ul style="list-style-type: none"> • Ability to deliver quality services • Premium rates • Performance guarantees • Resource of programs and tools to improve the administrative services 	35 points
E.	Administrative and Account Service <ul style="list-style-type: none"> • Account management team • Expertise of service team • Customized support • Detailed utilization reports, 	25 points
F.	Quality and Member Services <ul style="list-style-type: none"> • Quality customer service • Tools to support members 	20 points
G.	References and Work Samples <ul style="list-style-type: none"> • Municipality experience • Industry expertise 	15 points
H.	Overall Proposal	5 points
Total		

Comments:

ATTACHMENT G

**COUNTY OF MENDOCINO
STANDARD SERVICES AGREEMENT**

This Agreement is by and between the COUNTY OF MENDOCINO, hereinafter referred to as the "COUNTY", and _____, hereinafter referred to as the "CONTRACTOR".

WITNESSETH

WHEREAS, pursuant to Government Code Section 31000, COUNTY may retain independent contractors to perform special services to or for COUNTY or any department thereof; and,

WHEREAS, COUNTY desires to obtain CONTRACTOR for its [Services]; and,

WHEREAS, CONTRACTOR is willing to provide such services on the terms and conditions set forth in this AGREEMENT and is willing to provide same to COUNTY.

NOW, THEREFORE it is agreed that COUNTY does hereby retain CONTRACTOR to provide the services described in Exhibit "A", and CONTRACTOR accepts such engagement, on the General Terms and Conditions hereinafter specified in this Agreement, the Additional Provisions attached hereto, and the following described exhibits, all of which are incorporated into this Agreement by this reference:

- Exhibit A Definition of Services
- Exhibit B Payment Terms
- Exhibit C Insurance Requirements
- Exhibit D Mendocino County ePayables Information

The term of this Agreement shall be from the date this Agreement becomes fully executed by all parties (the "Effective Date"), and shall continue through _____, 20 .

The compensation payable to CONTRACTOR hereunder shall not exceed [Spelled out Contract Amount] (\$[Numerical Amount]) for the term of this Agreement.

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

DEPARTMENT HEAD _____ DATE _____

Budgeted: Yes No

Budget Unit: _____

Line Item: _____

Grant: Yes No

Grant No.: _____

CONTRACTOR/COMPANY NAME

By: _____

Date: _____

NAME AND ADDRESS OF CONTRACTOR:

COUNTY OF MENDOCINO

By: _____
JOHN HASCHAK, Chair
BOARD OF SUPERVISORS

Date: _____

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

ATTEST:

CARMEL J. ANGELO, Clerk of said Board

By: _____
Deputy

I hereby certify that according to the provisions of Government Code section 25103, delivery of this document has been made.

CARMEL J. ANGELO, Clerk of said Board

By: _____
Deputy

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

CHRISTIAN M. CURTIS,
County Counsel

By: _____
Deputy

Date: _____

INSURANCE REVIEW:

By: _____
Risk Management

Date: _____

EXECUTIVE OFFICE/FISCAL REVIEW:

By: _____
Deputy CEO

Date: _____

Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; **\$50,001+ Board of Supervisors**

Exception to Bid Process Required/Completed _____

Mendocino County Business License: Valid **Exempt Pursuant to MCC Section:** _____

GENERAL TERMS AND CONDITIONS

1. **INDEPENDENT CONTRACTOR:** No relationship of employer and employee is created by this Agreement; it being understood and agreed that CONTRACTOR is an Independent Contractor. CONTRACTOR is not the agent or employee of the COUNTY in any capacity whatsoever, and COUNTY shall not be liable for any acts or omissions by CONTRACTOR nor for any obligations or liabilities incurred by CONTRACTOR.

CONTRACTOR shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance medical care, hospital care, retirement benefits, social security, disability, Workers' Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

CONTRACTOR shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with the labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees and agrees to indemnify and hold County harmless from any and all liability which COUNTY may incur because of CONTRACTOR's failure to pay such amounts.

In carrying out the work contemplated herein, CONTRACTOR shall comply with all applicable federal and state workers' compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees will be considered as Independent Contractors and shall not be treated or considered in any way as officers, agents and/or employees of COUNTY.

CONTRACTOR does, by this Agreement, agree to perform his/her said work and functions at all times in strict accordance with all applicable federal, state and County laws, including but not limited to prevailing wage laws, ordinances, regulations, titles, departmental procedures and currently approved methods and practices in his/her field and that the sole interest of COUNTY is to ensure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the standards required by the County agency concerned.

Notwithstanding the foregoing, if the COUNTY determines that pursuant to state and federal law CONTRACTOR is an employee for purposes of income tax withholding, COUNTY may upon two (2) week's written notice to CONTRACTOR, withhold from payments to CONTRACTOR hereunder federal and state income taxes and pay said sums to the federal and state governments.

2. **INDEMNIFICATION:** To the furthest extent permitted by law (including without limitation California Civil Code sections 2782 and 2782.8, if applicable), Contractor shall assume the defense of, indemnify, and hold harmless the COUNTY, its officers, agents, and employees, from and against any and all claims, demands, damages, costs, liabilities, and losses whatsoever alleged to be occurring or resulting in connection with the CONTRACTOR'S performance or its obligations under this AGREEMENT, unless arising out of the sole negligence or willful misconduct of COUNTY. "CONTRACTOR'S performance" includes CONTRACTOR'S action or inaction and the action or inaction of CONTRACTOR'S officers, employees, agents and subcontractors.
3. **INSURANCE AND BOND:** CONTRACTOR shall at all times during the term of the Agreement with the COUNTY maintain in force those insurance policies and bonds as designated in the attached Exhibit C, and will comply with all those requirements as stated therein.
4. **WORKERS' COMPENSATION:** CONTRACTOR shall provide Workers' Compensation insurance, as applicable, at CONTRACTOR's own cost and expense and further, neither the CONTRACTOR nor its carrier shall be entitled to recover from COUNTY any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.

CONTRACTOR affirms that s/he is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for the Workers' Compensation or to undertake self-insurance in accordance with the provisions of the Code and CONTRACTOR further assures that s/he will comply with such provisions before commencing the performance of work under this Agreement. CONTRACTOR shall furnish to COUNTY certificate(s) of insurance evidencing Worker's Compensation Insurance coverage to cover its employees, and CONTRACTOR shall require all subcontractors similarly to provide Workers' Compensation Insurance as required by the Labor Code of the State of California for all of subcontractors' employees.

5. **CONFORMITY WITH LAW AND SAFETY:**
 - a. In performing services under this Agreement, CONTRACTOR shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. CONTRACTOR shall indemnify and hold COUNTY harmless from any and all liability, fines, penalties and consequences from any of CONTRACTOR's failures to comply with such laws, ordinances, codes and regulations.

- b. Accidents: If a death, serious personal injury or substantial property damage occurs in connection with CONTRACTOR's performance of this Agreement, CONTRACTOR shall immediately notify Mendocino County Risk Manager's Office by telephone. CONTRACTOR shall promptly submit to COUNTY a written report, in such form as may be required by COUNTY of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of CONTRACTOR's sub-contractor, if any; (3) name and address of CONTRACTOR's liability insurance carrier; and (4) a detailed description of the accident and whether any of COUNTY's equipment, tools, material, or staff were involved.
 - c. CONTRACTOR further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the COUNTY the opportunity to review and inspect such evidence, including the scene of the accident.
6. PAYMENT: For services performed in accordance with this Agreement, payment shall be made to CONTRACTOR as provided in Exhibit "B" hereto as funding permits.

If COUNTY over pays CONTRACTOR for any reason, CONTRACTOR agrees to return the amount of such overpayment to COUNTY, or at COUNTY's option, permit COUNTY to offset the amount of such overpayment against future payments owed to CONTRACTOR under this Agreement or any other agreement.

In the event CONTRACTOR claims or receives payment from COUNTY for a service, reimbursement for which is later disallowed by COUNTY, State of California or the United States Government, the CONTRACTOR shall promptly refund the disallowance amount to COUNTY upon request, or at its option COUNTY may offset the amount disallowed from any payment due or that becomes due to CONTRACTOR under this Agreement or any other agreement.

All invoices, receipts, or other requests for payment under this contract must be submitted by CONTRACTOR to COUNTY in a timely manner and consistent with the terms specified in Exhibit B. In no event shall COUNTY be obligated to pay any request for payment for which a written request for payment and all required documentation was first received more than six (6) months after this Agreement has terminated, or beyond such other time limit as may be set forth in Exhibit B.

7. TAXES: Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the CONTRACTOR.

8. **OWNERSHIP OF DOCUMENTS:** CONTRACTOR hereby assigns the COUNTY and its assignees all copyright and other use rights in any and all proposals, plans, specification, designs, drawings, sketches, renderings, models, reports and related documents (including computerized or electronic copies) respecting in any way the subject matter of this Agreement, whether prepared by the COUNTY, the CONTRACTOR, the CONTRACTOR's subcontractors or third parties at the request of the CONTRACTOR (collectively, "Documents and Materials"). This explicitly includes the electronic copies of all above stated documentation.

CONTRACTOR shall be permitted to retain copies, including reproducible copies and computerized copies, of said Documents and Materials. CONTRACTOR agrees to take such further steps as may be reasonably requested by COUNTY to implement the aforesaid assignment. If for any reason said assignment is not effective, CONTRACTOR hereby grants the COUNTY and any assignee of the COUNTY an express royalty – free license to retain and use said Documents and Materials. The COUNTY's rights under this paragraph shall apply regardless of the degree of completion of the Documents and Materials and whether or not CONTRACTOR's services as set forth in Exhibit "A" of this Agreement have been fully performed or paid for.

The COUNTY's rights under this Paragraph 8 shall not extend to any computer software used to create such Documents and Materials.

9. **CONFLICT OF INTEREST:** The CONTRACTOR covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement.
10. **NOTICES:** All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

Personal delivery: When personally delivered to the recipient, notices are effective on delivery.

First Class Mail: When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox. Certified Mail: When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

Overnight Delivery: When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service/DHL Worldwide Express) with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service.

Facsimile transmission: When sent by facsimile to the facsimile number of the recipient known to the party giving notice, notice is effective on receipt, provided that, (a) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or (b) the receiving party delivers a written confirmation of receipt. Any notice given facsimile shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

To COUNTY: COUNTY OF MENDOCINO

Ukiah, CA 95482
Attn:

To CONTRACTOR: [Name of Contractor]
[Number and Street]
[City, State, Zip Code]
ATTN:

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

Any party may change its address or facsimile number by giving the other party notice of the change in any manner permitted by this Agreement.

11. USE OF COUNTY PROPERTY: CONTRACTOR shall not use County property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of his/her obligations under this Agreement.
12. EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS: CONTRACTOR certifies that it will comply with all Federal, State, and local laws, rules and regulations pertaining to nondiscrimination in employment.
 - a. CONTRACTOR shall, in all solicitations or advertisements for applicants for employment placed as a result of this Agreement, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, creed, color, pregnancy, disability, sex, sexual orientation, gender identity, ancestry, national origin, age, religion, Veteran's status, political affiliation, or any other factor prohibited by law.

- b. CONTRACTOR shall, if requested to so do by the COUNTY, certify that it has not, in the performance of this Agreement, engaged in any unlawful discrimination.
 - c. If requested to do so by the COUNTY, CONTRACTOR shall provide the COUNTY with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under State or Federal law.
 - d. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act which is prohibited by law.
 - e. The CONTRACTOR shall include the provisions set forth in this paragraph in each of its subcontracts.
13. DRUG-FREE WORKPLACE: CONTRACTOR and CONTRACTOR's employees shall comply with the COUNTY's policy of maintaining a drug-free workplace. Neither CONTRACTOR nor CONTRACTOR's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any COUNTY facility or work site. If CONTRACTOR or any employee of CONTRACTOR is convicted or pleads *nolo contendere* to a criminal drug statute violation occurring at a County facility or work site, the CONTRACTOR, within five days thereafter, shall notify the head of the County department/agency for which the contract services are performed. Violation of this provision shall constitute a material breach of this Agreement.
14. ENERGY CONSERVATION: CONTRACTOR agrees to comply with the mandatory standards and policies relating to energy efficiency in the State of California Energy Conservation Plan, (Title 24, California Administrative Code).
15. COMPLIANCE WITH LICENSING REQUIREMENTS: CONTRACTOR shall comply with all necessary licensing requirements and shall obtain appropriate licenses. To the extent required by law, CONTRACTOR shall display licenses in a location that is reasonably conspicuous. Upon COUNTY's request, CONTRACTOR shall file copies of same with the County Executive Office.

CONTRACTOR represents and warrants to COUNTY that CONTRACTOR and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions.

16. **AUDITS; ACCESS TO RECORDS:** The CONTRACTOR shall make available to the COUNTY, its authorized agents, officers, or employees, for examination any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and disbursements charged to the COUNTY, and shall furnish to the COUNTY, within sixty (60) days after examination, its authorized agents, officers or employees such other evidence or information as the COUNTY may require with regard to any such expenditure or disbursement charged by the CONTRACTOR.

The CONTRACTOR shall maintain full and adequate records in accordance with County requirements to show the actual costs incurred by the CONTRACTOR in the performance of this Agreement. If such books and records are not kept and maintained by CONTRACTOR within the County of Mendocino, California, CONTRACTOR shall, upon request of the COUNTY, make such books and records available to the COUNTY for inspection at a location within County or CONTRACTOR shall pay to the COUNTY the reasonable, and necessary costs incurred by the COUNTY in inspecting CONTRACTOR's books and records, including, but not limited to, travel, lodging and subsistence costs. CONTRACTOR shall provide such assistance as may be reasonably required in the course of such inspection. The COUNTY further reserves the right to examine and reexamine said books, records and data during the four (4) year period following termination of this Agreement or completion of all work hereunder, as evidenced in writing by the COUNTY, and the CONTRACTOR shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatsoever for four (4) years after the COUNTY makes the final or last payment or within four (4) years after any pending issues between the COUNTY and CONTRACTOR with respect to this Agreement are closed, whichever is later.

17. **DOCUMENTS AND MATERIALS:** CONTRACTOR shall maintain and make available to COUNTY for its inspection and use during the term of this Agreement, all Documents and Materials, as defined in Paragraph 8 of this Agreement. CONTRACTOR's obligations under the preceding sentence shall continue for four (4) years following termination or expiration of this Agreement or the completion of all work hereunder (as evidenced in writing by COUNTY), and CONTRACTOR shall in no event dispose of, destroy, alter or mutilate said Documents and Materials, for four (4) years following the COUNTY's last payment to CONTRACTOR under this Agreement.
18. **TIME OF ESSENCE:** Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.

19. **TERMINATION:** The COUNTY has and reserves the right to suspend, terminate or abandon the execution of any work by the CONTRACTOR without cause at any time upon giving to the CONTRACTOR notice. Such notice shall be in writing and may be issued by any county officer authorized to execute or amend the contract, the County Chief Executive Officer, or any other person designated by the County Board of Supervisors. In the event that the COUNTY should abandon, terminate or suspend the CONTRACTOR's work, the CONTRACTOR shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment. Said payment shall be computed in accordance with Exhibit B hereto, provided that the maximum amount payable to CONTRACTOR for its [Services] shall not exceed \$[Contract Amount] payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment or lack of funding.

20. **NON APPROPRIATION:** If COUNTY should not appropriate or otherwise make available funds sufficient to purchase, lease, operate or maintain the products set forth in this Agreement, or other means of performing the same functions of such products, COUNTY may unilaterally terminate this Agreement only upon thirty (30) days written notice to CONTRACTOR. Upon termination, COUNTY shall remit payment for all products and services delivered to COUNTY and all expenses incurred by CONTRACTOR prior to CONTRACTOR'S receipt of the termination notice.

21. **CHOICE OF LAW:** This Agreement, and any dispute arising from the relationship between the parties to this Agreement, shall be governed by the laws of the State of California, excluding any laws that direct the application of another jurisdiction's laws.

22. **VENUE:** All lawsuits relating to this contract must be filed in Mendocino County Superior Court, Mendocino County, California.

23. **WAIVER:** No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

24. **ADVERTISING OR PUBLICITY:** CONTRACTOR shall not use the name of County, its officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior written consent of COUNTY in each instance.

25. ENTIRE AGREEMENT: This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between COUNTY and CONTRACTOR relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof. This Agreement may not be modified except by a written document signed by both parties. In the event of a conflict between the body of this Agreement and any of the Exhibits, the provisions in the body of this Agreement shall control.
26. HEADINGS: Herein are for convenience of reference only and shall in no way affect interpretation of this Agreement.
27. MODIFICATION OF AGREEMENT: This Agreement may be supplemented, amended or modified only by the mutual agreement of the parties. No supplement, amendment or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both parties.
28. ASSURANCE OF PERFORMANCE: If at any time the COUNTY has good objective cause to believe CONTRACTOR may not be adequately performing its obligations under this Agreement or that CONTRACTOR may fail to complete the Services as required by this Agreement, COUNTY may request from CONTRACTOR prompt written assurances of performance and a written plan acceptable to COUNTY, to correct the observed deficiencies in CONTRACTOR's performance. CONTRACTOR shall provide such written assurances and written plan within thirty (30) calendar days of its receipt of COUNTY's request and shall thereafter diligently commence and fully perform such written plan. CONTRACTOR acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this Agreement.
29. SUBCONTRACTING/ASSIGNMENT: CONTRACTOR shall not subcontract, assign or delegate any portion of this Agreement or any duties or obligations hereunder without the COUNTY's prior written approval.
- a. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any agreement that violates this Section shall confer no rights on any party and shall be null and void.
 - b. Only the department head or his or her designee shall have the authority

to approve subcontractor(s).

- c. CONTRACTOR shall remain fully responsible for compliance by its subcontractors with all the terms of this Agreement, regardless of the terms of any agreement between CONTRACTOR and its subcontractors.
30. SURVIVAL: The obligations of this Agreement, which by their nature would continue beyond the termination on expiration of the Agreement, including without limitation, the obligations regarding Indemnification (Paragraph 2), Ownership of Documents (Paragraph 8), and Conflict of Interest (Paragraph 9), shall survive termination or expiration for two (2) years.
31. SEVERABILITY: If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.
32. INTELLECTUAL PROPERTY WARRANTY: CONTRACTOR warrants and represents that it has secured all rights and licenses necessary for any and all materials, services, processes, software, or hardware ("CONTRACTOR PRODUCTS") to be provided by CONTRACTOR in the performance of this AGREEMENT, including but not limited to any copyright, trademark, patent, trade secret, or right of publicity rights. CONTRACTOR hereby grants to COUNTY, or represents that it has secured from third parties, an irrevocable license (or sublicense) to reproduce, distribute, perform, display, prepare derivative works, make, use, sell, import, use in commerce, or otherwise utilize CONTRACTOR PRODUCTS to the extent reasonably necessary to use the CONTRACTOR PRODUCTS in the manner contemplated by this agreement.

CONTRACTOR further warrants and represents that it knows of no allegations, claims, or threatened claims that the CONTRACTOR PRODUCTS provided to COUNTY under this Agreement infringe any patent, copyright, trademark or other proprietary right. In the event that any third party asserts a claim of infringement against the COUNTY relating to a CONTRACTOR PRODUCT, CONTRACTOR shall indemnify and defend the COUNTY pursuant to Paragraph 2 of this AGREEMENT.

In the case of any such claim of infringement, CONTRACTOR shall either, at its option, (1) procure for COUNTY the right to continue using the CONTRACTOR Products; or (2) replace or modify the CONTRACTOR Products so that that they become non-infringing, but equivalent in functionality and performance.

33. ELECTRONIC COPIES:

The parties agree that an electronic copy, including facsimile copy, email, or scanned copy of the executed Agreement, shall be deemed, and shall have the same legal force and effect as, an original document.

34. COOPERATION WITH COUNTY

Contractor shall cooperate with County and County staff in the performance of all work hereunder.

35. PERFORMANCE STANDARD

Contractor shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Contractor's profession. County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable Federal, State, and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release. If County determines that any of Contractor's work is not in accordance with such level of competency and standard of care, County, in its sole discretion, shall have the right to do any or all of the following: (a) require Contractor to meet with County to review the quality of the work and resolve matters of concern; (b) require Contractor to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of paragraph 19 (Termination) or (d) pursue any and all other remedies at law or in equity.

36. ATTORNEYS' FEES

In any action to enforce or interpret the terms of this agreement, including but not limited to any action for declaratory relief, each party shall be solely responsible for and bear its own attorneys' fees, regardless of which party prevails.

[END OF GENERAL TERMS AND CONDITIONS

EXHIBIT A

DEFINITION OF SERVICES

CONTRACTOR shall provide the following services:

[END OF DEFINITION OF SERVICES]

EXHIBIT B

PAYMENT TERMS

[END OF PAYMENT TERMS]

EXHIBIT C

INSURANCE REQUIREMENTS

-

Insurance coverage in a minimum amount set forth herein shall not be construed to relieve CONTRACTOR for liability in excess of such coverage, nor shall it preclude COUNTY from taking such other action as is available to it under any other provisions of this Agreement or otherwise in law. Insurance requirements shall be in addition to, and not in lieu of, Contractor's indemnity obligations under Paragraph 2 of this Agreement.

CONTRACTOR shall obtain and maintain insurance coverage as follows:

- a. Combined single limit bodily injury liability and property damage liability - \$1,000,000 each occurrence.
- b. Vehicle / Bodily Injury combined single limit vehicle bodily injury and property damage liability - \$500,000 each occurrence.

CONTRACTOR shall furnish to COUNTY certificates of insurance evidencing the minimum levels described above.

[END OF INSURANCE REQUIREMENTS]

EXHIBIT D

MENDOCINO COUNTY EPAYABLES INFORMATION

The County of Mendocino is currently making credit card payments to all of our vendors and suppliers who qualify. To qualify, vendors need to currently accept credit card payments. To achieve this more efficient form of payment, the County has partnered with Bank of America and their ePayables credit card program. This electronic initiative will yield many benefits to its participants:

- Expedited receipt of cash – electronic credit card payments provide cash flow benefits by eliminating mail and paper check float
- Elimination of check processing costs
- Remittance data transmitted with payment for more efficient back-end reconciliation
- No collection costs associated with lost or misplaced checks
- Reduced exposure to check fraud
- More efficient handling of exception items
- Fits with existing accounting software – requires no purchase of software, no modifications to existing accounts receivable system and no change to bank accounts.
- Going green with paperless electronic credit card payments help conserve the environment by eliminating printing and mailing of paper checks.

For information regarding the payment process, please email Auditorap@mendocinocounty.org.

Additional information regarding the Bank of America Program is also available at:

http://corp.bankofamerica.com/business/ci/landing/epayables-vendors?cm_mmc=sb-general--vanity--sg01vn000r_epayablesvendors--na

**ATTACHMENT H
CURRENT RATES**

Plan Year	TPA Admin Fee PEPM
2015	\$20.50
2016	\$21.00
2017	\$21.00
2018	\$21.00
2019	\$21.65
2020	\$21.65

Plan Year	Anthem Blue Cross (in CA) - PCPM	Anthem Blue Cross (Out of CA) - PCPM	FSA Admin Fee	COBRA Administration Fee	TeamCare Nurseline
2019	\$20.50	\$19.60	\$7.00 Med or Dep / \$10 both	\$1.00 PEPM / \$8 PPPM	\$0.51 PEPM
2020	\$21.03	\$20.11	\$7.00 Med or Dep / \$10 both	\$1.00 PEPM / \$8 PPPM	\$0.51 PEPM

**ATTACHMENT I
CLAIMS EXPERIENCE**

MEDICAL AND PRESCRIPTION DRUGS

Monthly Enrollment and Paid Claims

Month	<i>Enrollment</i>	Medical	Rx	Total
Jan-17	997	\$568,141	\$127,688	\$695,829
Feb-17	1,001	\$545,690	\$101,696	\$647,386
Mar-17	994	\$703,570	\$100,816	\$804,386
Apr-17	996	\$696,510	\$102,069	\$798,578
May-17	987	\$628,793	\$154,320	\$783,114
Jun-17	985	\$801,074	\$114,344	\$915,418
Jul-17	997	\$696,118	\$126,456	\$822,574
Aug-17	991	\$808,439	\$135,864	\$944,303
Sep-17	995	\$466,351	\$234,071	\$700,422
Oct-17	1,005	\$918,096	\$121,736	\$1,039,832
Nov-17	1,005	\$625,260	\$146,472	\$771,732
Dec-17	999	\$977,904	\$103,879	\$1,081,783
2017	11,952	\$8,435,946	\$1,569,411	\$10,005,357
Jan-18	1,012	\$594,114	\$142,805	\$736,919
Feb-18	1,016	\$763,728	\$113,375	\$877,103
Mar-18	1,021	\$672,935	\$135,268	\$808,203
Apr-18	1,025	\$690,739	\$178,569	\$869,308
May-18	1,030	\$1,005,259	\$136,049	\$1,141,309
Jun-18	1,031	\$512,195	\$148,694	\$660,890
Jul-18	1,034	\$464,937	\$133,386	\$598,324
Aug-18	1,038	\$1,073,961	\$170,927	\$1,244,888
Sep-18	1,028	\$598,723	\$123,106	\$721,829
Oct-18	1,015	\$847,592	\$173,474	\$1,021,066
Nov-18	1,015	\$675,935	\$131,625	\$807,560
Dec-18	1,030	\$1,645,396	\$130,945	\$1,776,342
2018	12,295	\$9,545,516	\$1,718,224	\$11,263,740

Jan-19	1,031	\$1,280,869	\$134,084	\$1,414,954
Feb-19	1,032	\$529,427	\$125,304	\$654,731
Mar-19	1,029	\$510,352	\$129,336	\$639,688
Apr-19	1,027	\$530,612	\$114,091	\$644,703
May-19	1,040	\$945,146	\$166,854	\$1,111,999
Jun-19	1,036	\$417,544	\$164,211	\$581,755
Jul-19	1,021	\$678,817	\$122,375	\$801,192
Aug-19	1,022	\$270,108	\$159,068	\$429,176
Sep-19	1,036	\$1,189,067	\$135,286	\$1,324,353
Oct-19	1,030	\$1,666,377	\$168,849	\$1,835,226
Nov-19	1,016	\$1,209,347	\$179,786	\$1,389,133
Dec-19	1,020	\$1,023,981	\$167,965	\$1,191,946
2019	12,340	\$10,251,648	\$1,767,209	\$12,018,858
Jan-20	1,018	\$1,708,977	\$233,971	\$1,942,948
Feb-20	1,010	\$707,780	\$212,274	\$920,054
Mar-20	1,022	\$840,363	\$332,432	\$1,172,795
Apr-20	1,013	\$2,304,712	\$209,110	\$2,513,822
May-20	1,006	\$702,064	\$154,021	\$856,085
2020	5,069	\$6,263,897	\$1,141,808	\$7,405,705

**ATTACHMENT J
SUMMARY OF BENEFITS**

Medical Summary of Benefits

Medical PPO <i>Benefit Categories</i>	Anthem Network Plan 1		Anthem Network Plan 2	
	In Network	Out-of-Network	In Network	Out-of-Network
Deductibles				
Individual		\$350		\$500
Family		\$1,050		\$1,500
Maximum Out-of-Pocket Expense				
Individual		\$3,000		\$4,000
Family		\$6,000		\$8,000
Plan Lifetime Maximum				
Essential Benefits		None		None
Non-Essential Benefits		\$2,000,000		\$2,000,000
Hospital Services				
Inpatient/Outpatient	15%	30%	20%	40%
Physician Office Visit				
PCP / Specialist	15%	30%	20%	40%
Emergency Services				
Emergency Room	\$50 copay + 15%	\$50 copay + 30%	\$50 copay + 20%	\$50 copay + 40%
Ambulance	15%	30%	20%	40%
General Medical Care				
Lab/X-Rays	15%	30%	20%	40%
Durable Medical	15%	30%	20%	40%
Chiropractic Care	15%	30%	20%	40%
Acupuncture	15%	30%	20%	40%
Prescription Drugs		Generic/Brand/Non-Formulary		Generic/Brand/Non-Formulary
Retail (30 day supply)	\$10 or 10%/\$20 or 20%/\$30 or 30% (Greater of)		\$10 or 10%/\$20 or 20%/\$30 or 30% (Greater of)	
Mail Order (90 day)	\$20 / \$40 / \$60		\$20 / \$40 / \$60	