



Request for Proposal (RFP)

Employee Assistance Program (EAP)

CIS (Citycounty Insurance Services)
1212 Court Street NE
Salem, OR 97301
(503) 763-3800

RFP Schedule	
Issuance of RFP:	June 12, 2017
Submission of Questions about the RFP:	June 20, 2017, 5:00 p.m. (PDT)
Proposal Due:	June 29, 2017, 5:00 p.m. (PDT)
Anticipated Contract Award:	September 1, 2017

**REQUEST FOR PROPOSAL
FOR
Employee Assistance Program (EAP)**

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I. INTRODUCTION

A. PURPOSE

The purpose of this Request for Proposals (RFP) is to solicit offers from qualified vendors with the objective of selecting an Employee Assistance Program provider that can service CIS and Member Employers ("Members").

B. BACKGROUND

CIS (Citycounty Insurance Services) is a public entity that provides insurance and risk management services to Oregon cities and counties and other public entities created by these cities and counties. Based in Salem, CIS was formed in 1981 by its parent organizations, the League of Oregon Cities and Association of Oregon Counties. The majority of cities and counties in Oregon participate in one or more CIS programs (property, liability, workers' compensation, and health benefits). These participating entities are considered CIS members.

A component of CIS is its employee benefits program, which is called CIS Benefits. Approximately 270+ public Members across Oregon enroll 12,000 active employees and retirees and cover approximately 14,000 dependents in some combination of medical, dental, vision, life, voluntary life and disability coverage.

C. PROGRAM ELIGIBILITY

Current EAP coverage extends to all employees, retirees, and dependents covered by a CIS medical plan (current active employee enrollment is approximately 12,000). Members not covered by a CIS medical plan, but who have at least one line of CIS coverage, can contract directly with the current EAP provider for either their whole group, or for a subgroup of employees (this does not occur often).

II. SCOPE OF WORK

The successful vendor for an EAP program will provide the following required services to our members:

1. Assessment Counseling and/or Referral

- a. Initial telephone evaluation to identify problems, brief counseling, or outside referral.
- b. Up to five in-person, one-hour sessions, per incident, for employees and their dependents.
- c. Online consultations with licensed counselors available.

2. EAP Outreach Strategy

- a. EAP provider must agree to ongoing promotional outreach to CIS Members.
 - i. Monthly or quarterly contact with all Members so that every Member is contacted at least once a year.
- b. Outreach activity to be reported as part of the standard reporting package.

3. Comprehensive Website

- a. Website that provides employees and management access to up-to-date information on a variety of topics including on-line training modules and EAP articles.
- b. A mobile app or other similar technology tools for employees and their dependents.

4. Critical Incident Debriefing

- a. Onsite assistance at a Member site within 24 to 48 hours after critical incident.

5. Public Safety Critical Incident Debriefing

- a. Onsite assistance at a Member site within 24 to 48 hours after critical incident or special circumstances that affect public safety (law enforcement and fire).
- b. Agree to a customized claim process in the event a non-contracted provider is preferred by a member. For instance, police insist that critical incident response support is delivered by a known provider who may not be in the EAP network. It is imperative that CIS provide resources that are trusted and credible within the law enforcement environment; a selected EAP provider must be willing to cover these situations.

6. Employee Orientations

- a. Onsite trainings at member sites regarding EAP services, programs, and resources.
- b. Available annually or at the request of CIS or a Member.

7. Supervisor and Employee Trainings

- a. CIS expects that any individual who provides training must be an experienced presenter and accomplished in providing clear and concise education in a group setting.
- b. EAP provider must provide an annual "bank" of hours to use for Member onsite training and education at the request of CIS or a Member.
 - i. Number of proposed hours will be discussed during interviews.
- c. Utilization of the annual "bank" of hours must be included in the standard reporting package.
- d. Any time not used in one plan year will roll into the next plan year.

8. Unlimited Consultation with Supervisors

- a. Identify and provide constructive intervention and EAP strategies to supervisors to resolve specific job performance problem behavior.

9. Substance Use Evaluations

- a. Provide substance use evaluations and treatment plan development consistent with the criteria established by the American Society of Addiction Medicine.

10. DOT Substance Use Evaluations

- a. Provide up to two DOT evaluations per Member per contract year.
- b. Allow additional evaluations for a reasonable fee.

11. Administrative Services, including Account Management

EAP provider must include the following administrative services:

- a. Promotional Materials: Pamphlets, worksite posters, wallet cards and newsletters to employees and supervisors as well as ongoing email and telephone promotion of EAP services.

- b. Utilization Data: Aggregate de-identified program utilization data in a format we specify. The data should be provided on a quarterly basis as well as in an annual plan year report.
- c. Account Management: Dedicated Account Manager, periodic meetings with CIS, access for day-to-day service issues, strategic direction of EAP account (including increased promotional activities).

Additional services currently provided. Price as an option, if offered.

12. Legal, mediation and financial services

13. Identity theft/fraud services

14. Will preparation

15. Home ownership program

Services not currently included, but CIS would like to understand the availability and options:

16. Services or resources/tools specifically designed for sleep support

17. Caregiver/Eldercare support

18. Onsite personal finance classes or education

III. SCHEDULE AND SUBMITTAL

A. RFP AND EVALUATION SCHEDULE

Issuance of RFP:	June 12, 2017
Deadline to Submit Written Questions about the RFP:	June 20, 2017, 5:00 p.m. (PDT)
Answers to Questions Posted on CIS website:	June 23, 2017, 5:00 p.m. (PDT)
Proposal Due Date:	June 29, 2017, 5:00 p.m. (PDT)
Evaluation of Proposals, Finalists Selected:	August 1, 2017
Anticipated Contract Award:	September 1, 2017
Commencement of Contract:	January 1, 2018

B. RFP CONTACT PERSON

Robert Lemke
Senior Benefit Account Manager
The Partners Group
Email: rlemke@tpgrp.com
Phone: 503-941-4304

C. WRITTEN QUESTIONS

If proposers have questions about the RFP, they are encouraged to submit them as soon as possible, but no later than the **5:00 p.m. (PDT) on June 20, 2017**. Questions must be in writing and may be e-mailed to the contact person above. CIS will not be obligated to answer any questions received after the deadline, or any questions submitted in a manner other than as instructed above.

Answers to the RFP questions will be compiled and posted to the CIS website (www.cisoregon.org/general/rfs.aspx) by **June 23, 2017**.

D. PROPOSAL SUBMITTAL

1. General

Proposals must be received by **5:00 p.m. (PDT) on June 29, 2017**. Any proposal received after this date and time will not be considered.

Delivery of proposals by the specified deadline is the sole responsibility of the Proposer. CIS will not be responsible for, nor accept as a valid excuse, any delay the method of delivery used by the Proposer resulted in, except where it can be established that CIS was the sole cause of the late receipt.

2. Method of Submittal

The proposal must be submitted in electronic form in an e-mail to Robert Lemke, Senior Benefit Account Manager at The Partners Group: rlemke@tpgrp.com

Please note that your answers to the RFP Questionnaire must be submitted in Word format.

3. Evaluation Criteria

All proposals received in accordance with these RFP instructions will be evaluated to determine if they are complete and meet the requirements specified in this RFP. An award will be made to the Proposer whose offer is judged to be the most advantageous to CIS. CIS expressly reserves the right to reject all proposals and make no award under this RFP.

The following criteria will be considered in evaluating the proposals:

- Experience with public sector and complex multi-employer groups like CIS
- Experience providing the services described in the Scope of Work; offer innovation and be willing to customize the EAP offering to increase EAP utilization
- Quality of the proposal, including an expressed understanding of CIS' requirements and a strong provider network across the state
- Design, experience and quality of the account management team assigned to CIS and the specific implementation plan proposed
- Price and a minimum 3-year rate guarantee.

IV. GENERAL INSTRUCTIONS

A. ORAL COMMUNICATIONS

Any oral communication by CIS' contact person(s) or designee concerning this RFP is not binding and shall in no way modify the RFP or the obligations of CIS, a proposer or selected firm(s).

B. CHANGES TO RFP

If it is necessary to make material changes to the RFP, CIS will e-mail written RFP addenda to all recipients of record of the original RFP and post such addenda on CIS' website (www.cisoregon.org/about/rfs). Recipients of record are those parties to whom CIS directly sent a copy of the RFP. Responses to written questions received by the specified deadline will be incorporated in an RFP addendum.

It is the responsibility of the proposer to inquire of CIS as to any addenda issued. This may be done by calling **Robert Lemke** at **503-941-4304** prior to the proposal submittal deadline. All addenda issued shall become part of the RFP.

C. EXCEPTIONS / DEVIATIONS

Any exceptions to or deviations from the requirements set forth in this RFP, must be declared in the proposal submitted by the Proposer. Such exceptions or deviations must be segregated as a separate element of the proposal under the heading "Exceptions and Deviations."

D. AUTHORIZATION TO DO BUSINESS

The Proposer must be authorized to do business in the State of Oregon and in the local jurisdiction in which it is located or where the work will be performed.

E. PRE-CONTRACTUAL EXPENSES

CIS shall not be liable for pre-contractual expenses incurred by a proposer in the preparation of its proposal and proposers shall not include any such expenses in their offers. Pre-contractual expenses are defined as expenses incurred by the Proposer to: (1) prepare and submit its proposal to CIS; (2) negotiate with CIS on any matters related to this RFP; and (3) any other expenses incurred by the Proposer prior to the date of award, if any.

Issuance of this RFP and receipt of proposals does not commit CIS to award a contract. CIS reserves the right to postpone the award for its own convenience, to accept or reject any or all proposals received in response to this RFP, to negotiate with more than one proposer simultaneously, or to cancel all or part of this RFP.

F. WITHDRAWAL; PROPOSAL IRREVOCABLE FOR 90 DAYS

A Proposer may withdraw its proposal at any time prior to the submittal deadline by sending CIS a request in writing from the same person who signed the submitted proposal. As of the deadline for submittal, any proposal received by CIS and not withdrawn becomes an irrevocable offer available for acceptance by CIS immediately and for ninety (90) days thereafter. The Proposer is responsible for the accuracy of the proposal submitted, and no allowance will be made for errors or price increases that the Proposer later alleges are retroactively applicable.

G. DISPOSITION OF PROPOSALS

All materials submitted in response to this RFP become the property of CIS, except for information identified by the Proposer as being proprietary. A blanket statement that all contents of the proposal are proprietary will not be honored by CIS. Please note that as a public entity, CIS is subject to Oregon public records law, which may require the disclosure of information regarding proposals or a subsequent contract.

H. IMMATERIAL DEFECTS IN PROPOSAL

CIS may waive any immaterial deviation or defect in a proposal. CIS' waiver shall in no way modify the RFP documents or excuse the Proposer from full compliance with the RFP if awarded the contract.

I. WRITTEN AGREEMENT

The Proposer selected for contract award through this RFP shall be required to enter into a written agreement with CIS governing the provision of professional services to CIS members and other eligible entities. The agreement will include pertinent terms and conditions set forth in this RFP and will reflect the Proposer's offer or the outcome of contract negotiations. The agreement will also include, to the extent applicable, the provisions described in Appendix A and any terms or conditions added by addendum.

It is anticipated that the Proposer may enter into separate agreements with subcontractors to fulfill the terms of this contract. CIS will not be a party to those separate agreements, nor in any fashion a guarantor or indemnitor of them.

J. TERM OF CONTRACT

If a contract is awarded through this RFP, it will be effective upon full execution of the agreement, which CIS expects to be **on or about September 1, 2017**. No agreement with CIS shall be in effect until a contract has been approved by the CIS Board of Trustees or designee, and has been signed by both parties.

K. NEWS RELEASES

News releases pertaining to any award resulting from this RFP may not be issued without the prior written approval of CIS.

V. PROPOSAL FORMAT AND CONTENT

The proposal submitted in response to this RFP must contain the information required in Sections A through E below. Brevity is preferred. For the questions in Sections B through D, please precede your answers with a restatement of the question. If you intend to use any subcontractors in fulfillment of services, information should be furnished for both your firm and the subcontractors where appropriate.

Submitting general marketing materials about your firm in lieu of providing specific answers to questions will not be acceptable. If you wish to submit marketing materials, you should do so as a separate addendum rather than as part of the formal response.

A. COVER LETTER

All proposals must include a cover letter addressed to the Contact Person in Section III, B above. At a minimum, the cover letter must contain the following:

- Identification of the Proposer, including business name, address and telephone number.
- Name, title, address, telephone number, fax number, and e-mail address of a contact person during the period of proposal evaluation.
- Acknowledgment of RFP addenda received, if any.
- A statement that the proposal shall remain valid for a period of not fewer than **ninety (90)** days from the due date for proposals.
- Any exceptions to any specified criteria in this RFP.

- Identification of any information contained in the proposal which the Proposer deems to be confidential or proprietary and wishes to be withheld from disclosure. A blanket statement that all contents of the proposal are confidential or proprietary will not be honored by CIS.
- Signature of a person authorized to bind the offering firm to the terms of the proposal.

B. QUALIFICATIONS, RELATED EXPERIENCE AND REFERENCES

1. Furnish background information about your firm, including date of founding, legal form (i.e., sole proprietorship, partnership, LLC, corporation/state of incorporation), number and location of offices, principal lines of business, number of employees, days/hours of operation and other pertinent data. Disclose any conditions (e.g., bankruptcy or other financial problems, pending litigation, planned office closures, impending merger) that may affect your ability to perform contractually. Certify that the firm is not debarred, suspended or otherwise declared ineligible to contract by any federal, state, or local public agency.
2. Describe your firm's experience and qualifications for providing the required services to CIS. Specifically highlight those qualifications that distinguish you from your competitors. The focus should be on recent experience within the last **five (5)** years that is relevant to the scope of work outlined in this RFP.
3. Provide an overview of your website portal and mobile app, if applicable. Provide a link, screen shots and additional information with as much detail as possible.
4. Provide an overview of your current client base and industries you serve.
5. Provide case studies for a maximum of three (3) existing clients like CIS, including details of how your product met their needs, issues that came up in transition and how the issues were resolved.
6. Provide references for a maximum of three (3) of your current customers, with a preference for clients like CIS
7. If your company has worked with public entities, please describe.
8. Has your company been involved in a merger, acquisition or sale within the past 36 months? If not, does your company have plan to merge with, acquire or sell to other companies?
9. What percentage of your company's revenue is derived from EAP services? If this figure is not 100%, please provide the source(s) of the non-applicable percentage.

C. STAFFING AND PROJECT ORGANIZATION

1. Identify the key personnel from your firm who would be assigned to this project. Include a brief description of the number of years with your firm, qualifications, professional certifications, job functions, current caseload, and office location(s). Designate an Implementation Manager who would be ultimately responsible for the relationship and an Account Manager who would provide day-to-day direction of the required work. Furnish brief resumes (not more than two (2) pages long) for all key personnel; include these as an appendix, not in the body of the proposal.
2. It is very important to CIS to maintain continuity between the implementation team and transfer to ongoing service. CIS strongly prefers that the ongoing service team includes members of the implementation team. How will your company address this need?
3. Describe the implementation team and include a description of the role each member plays. Include a simple organization chart that clearly delineates communication and reporting relationships among the project staff.
4. Describe ongoing service team and include a simple organization chart that clearly delineates communication and reporting relationships among the project staff. This question can be skipped if the ongoing service team will be the same as the implementation team.
5. What is the annualized staff turnover rate for the department(s) where members of the implementation team and service team are located? How is this measured? For the employees in the department(s), include the average length of service in the department and with your company.
6. What is your customer retention rate, and how is this measured?

D. REQUIRED ATTACHMENTS

1. Standard contract
2. Standard service level agreement/performance guarantees for implementation and ongoing day to day service
3. Sample reporting package (including billing and financial reports) and listing of all reports available
4. Implementation timelines and other implementation documentation

5. Security and privacy policies and procedures
6. Any other materials you believe are relevant

E. COST SCHEDULE

The Proposer's cost schedule must be submitted with the proposal.

Provide a detailed fee schedule of the costs for all services that are being proposed. Distinguish between services that are outlined in items 1-11 in the Scope of Work, and the additional services identified in items 12-18.

Indicate whether your pricing is based on PEPM (per employee, per month), flat fee for service, or some other structure. For any service that has multiple cost factors such as materials, labor, travel, etc., provide an itemized breakdown showing the fee for each cost factor and a grand total. If fees are charged by the hour, provide an estimate of the number of hours required.

The schedule should also include the method used to charge for any special requests, reports, or broadening of the scope of the work beyond that described in this RFP, including the methodology for extension of rates in subsequent contract years.

Describe any additional costs for optional services or one-time occurring charges that would not be covered by the fees mentioned above. For instance, data conversion, annual enrollment, programming charges needed to conform to recent legislation, etc. Please be specific as to how these costs would be calculated.

F. FINALIST DEMONSTRATION AND CONTENT

Proposers chosen as finalists should be prepared to present an in-person overview of their proposal and establish why their offering is a match for the specific needs of CIS. It will be very important to provide evidence that the Proposer has a thorough understanding of CIS during the finalist interview.

APPENDIX A – CIS CONTRACT CONSIDERATIONS

CIS contracts will be subject to the following standards. These are not exclusive and other contract clauses and provisions will obviously be applicable as well. However, these are areas respondents to CIS RFPs should be aware of in considering and preparing responses.

A. MANDATORY PROVISIONS:

1. Indemnity Provision. There shall be no provision requiring CIS to indemnify contractor for contractor's acts or omissions. Indemnity provisions should be mutual and reciprocal. Our standard indemnity clause is as follows:

Contractor agrees to hold harmless, indemnify, and defend CIS, and its officers and employee from and against all claims, suits, actions, losses, damages, liabilities, costs, and expenses of any nature resulting from, arising out of, or related to the acts or omissions of Contractor or its officers, employees, subcontractors, or agents in performance of services pursuant to this Contract. CIS agrees to hold harmless, indemnify, and defend Contractor and its officers and employees from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature resulting from, arising out of, or related to the acts or omissions of CIS or its officers, employees, subcontractors, or agents pursuant to this Contract.

2. Independent Contractor Status. The following shall be included in CIS contracts:

Contractor shall perform the required services as an independent contractor and not as an "officer, employee, or agent" of CIS as those terms are used in ORS 30.260 through 30.300. Although CIS reserves the right to evaluate the quality of the service provided by Contractor, CIS will not control the means or manner of Contractor's performance.

3. Governing Law and Venue. CIS contracts shall subject to the laws of Oregon and venue for any disputes arising out of the contractual relationship. The contract shall include the following clause or the substantial equivalent:

This contract shall be governed by the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding between CIS and Contractor arising from or related to this contract shall be brought and conducted in the Circuit Court of Marion County for the State of Oregon; provided, however, if a claim must be brought in a federal forum, then it shall be brought in the U.S. District Court for the State of Oregon.

4. Insurance. Except under special circumstances, and with the approval and consent of CIS Executive Director, the following minimum insurance provisions shall be specified in the contract:

During the term of this contract, Contractor shall maintain in force insurance coverage compliant with the requirements listed below:

- a. Workers' Compensation insurance in compliance with ORS Chapter 656, if Contractor employs "subject workers".
- b. Comprehensive General Liability insurance applicable to the services provided to CIS, with a combined single limit, or the equivalent, of not less than \$1,000,000 each occurrence for Bodily Injury, Personal Injury, and Property Damage, including contractual liability coverage applicable to the indemnity provided under this contract.
- c. Automobile Liability insurance applicable to the operation of Contractor's trucks or automobiles with a combined single limit of not less than \$1,000,000 each accident for Bodily Injury and Property Damage, including coverage for owned, non-owned, and hired vehicles, as applicable.
- d. Notice of Cancellation or Change. There shall be no cancellation, material change, reduction of limits without 30-days prior written notice from the Contractor or its insurer(s) to CIS.
- e. Certificates of Insurance. As evidence of the insurance coverages required by this contract, the Contractor shall provide acceptable insurance certificates to CIS as soon as practicable upon written request by CIS. If requested, complete copies of insurance policies, shall be provided to CIS.

B. OTHER CONTRACT CONSIDERATIONS:

1. Limitations on Liability and Warranties. Responses to RFP's should include a description of any limitations on liability to either CIS or purported third party liability limitations contractor would propose to include in a contract with CIS. These provisions are disfavored and will be a consideration in our review and comparison of RFP responses.
2. Termination. While termination provisions are negotiable, any provision that would not permit CIS to terminate the contract with a reasonable notice period, without further obligation, would be strongly disfavored and allowed only with the consent of the Executive Director. Our preferred termination provision is as follows:
 - a. This contract may be terminated at any time by mutual written consent of the Parties.
 - b. CIS may, at its sole discretion, terminate this contract, in whole or in part, upon 30 days' written notice to contractor. In the event of such a termination, CIS agrees to pay Contractor the fees and expenses reasonably incurred prior to such termination.

- c. CIS may terminate this contract immediately upon notice to Contractor, or at such later date as CIS may establish in such notice, if Contractor commits any material breach or default of any covenant, warranty, obligation or agreement under this contract, or fails to perform in a timely manner the services under this contract, and such breach, default, or failure is not cured within 10 business days after delivery of CIS' notice, or such longer period as CIS may specify in such notice.
 - d. Contractor may terminate this contract upon 10 days' written notice to CIS if CIS fails to pay Contractor pursuant to the terms of this contract and CIS fails to cure within 30 days after receipt of Contractor's written notice, or such longer period as Contractor may specify in such notice.
- 3. Dispute Resolution. Mandatory arbitration provisions are disfavored. Our position is that alternative dispute resolution is encouraged, but arbitration should be undertaken only when both parties agree to it at the time of the dispute. If arbitration is undertaken, we would not consent to the rules and procedures of the American Arbitration Association. Other standard rules are available, or the parties can simply agree to rules and procedures as they deem appropriate. Provisions requiring mediation as a precedent to other legal action are acceptable.