

COUNTY OF FRESNO
REQUEST FOR PROPOSAL
NUMBER: 964-5439
EMPLOYEE BENEFITS CONSULTANT SERVICES

Issue Date: February 8, 2016

Closing Date: MARCH 10, 2016

Proposal will be considered LATE when the official Purchasing time clock reads 2:00 P.M.

Questions regarding this RFP should be directed to: Nick Chin,
phone (559) 600-7113 or e-mail countypurchasing@co.fresno.ca.us.

Check County of Fresno Purchasing's website at
<https://www2.co.fresno.ca.us/0440/Bids/BidsHome.aspx>
for any future addenda.

Please submit all Proposals to:
County of Fresno - Purchasing
4525 E. Hamilton Avenue, 2nd Floor
Fresno, CA 93702-4599

BIDDER TO COMPLETE

Undersigned agrees to furnish the commodity or service stipulated in the attached response at the prices and terms stated, subject to the attached "County of Fresno Purchasing Standard Instructions And Conditions For Requests For Proposals (RFP's) And Requests For Quotations (RFQ's)".

COMPANY

ADDRESS

CITY

STATE

ZIP CODE

()
TELEPHONE NUMBER

()
FACSIMILE NUMBER

E-MAIL ADDRESS

SIGNATURE (IN BLUE INK)

PRINT NAME

TITLE

PURCHASING USE: NC:ssj

ORG/Requisition: 89250200 / 8921600150

COUNTY OF FRESNO PURCHASING

STANDARD INSTRUCTIONS AND CONDITIONS FOR REQUESTS FOR PROPOSALS (RFP'S) AND REQUESTS FOR QUOTATIONS (RFQ'S)

Note: the reference to "bids" in the following paragraphs applies to RFP's and RFQ's

GENERAL CONDITIONS

By submitting a bid the bidder agrees to the following conditions. These conditions will apply to all subsequent purchases based on this bid.

1. BID PREPARATION:

- A) All prices and notations must be typed or written in ink. No erasures permitted. Errors may be crossed out, initialed and corrections printed in ink by person signing bid.
- B) Brand Names: Brand names and numbers when given are for reference. Equal items will be considered, provided the offer clearly describes the article and how it differs from that specified. In the absence of such information it shall be understood the offering is exactly as specified.
- C) State brand or make of each item. If bidding on other than specified, state make, model and brand being bid and attach supporting literature/specifications to the bid.
- D) Bid on each item separately. Prices should be stated in units specified herein. All applicable charges must be quoted; charges on invoice not quoted herein will be disallowed.
- E) Time of delivery is a part of the consideration and must be stated in definite terms and must be adhered to. F.O.B. Point shall be destination or freight charges must be stated.
- F) All bids must be dated and signed with the firm's name and by an authorized officer or employee.
- G) Unless otherwise noted, prices shall be firm for one hundred eighty (180) days after closing date of bid.

2. SUBMITTING BIDS:

- A) Each bid must be submitted on forms provided in a sealed envelope/package with bid number and closing date and time on the outside of the envelope/package.
- B) Interpretation: Should any discrepancies or omissions be found in the bid specifications or doubt as to their meaning, the bidder shall notify the Buyer in writing at once. The County shall not be held responsible for verbal interpretations. Questions regarding the bid must be received by Purchasing stated within this document. All addenda issued shall be in writing, duly issued by Purchasing and incorporated into the contract.
- C) **ISSUING AGENT/AUTHORIZED CONTACT:** This RFP/RFQ has been issued by County of Fresno, Purchasing. Purchasing shall be the vendor's sole point of contact with regard to the RFP/RFQ, its content, and all issues concerning it.

All communication regarding this RFP/RFQ shall be directed to an authorized representative of County Purchasing. The specific buyer managing this RFP/RFQ is identified on the cover page, along with his or her telephone number, and he or she should be the primary point of

contact for discussions or information pertaining to the RFP/RFQ. Contact with any other County representative, including elected officials, for the purpose of discussing this RFP/RFQ, its content, or any other issue concerning it, is prohibited unless authorized by Purchasing. Violation of this clause, by the vendor having unauthorized contact (verbally or in writing) with such other County representatives, may constitute grounds for rejection by Purchasing of the vendor's quotation.

The above stated restriction on vendor contact with County representatives shall apply until the County has awarded a purchase order or contract to a vendor or vendors, except as follows. First, in the event that a vendor initiates a formal protest against the RFP/RFQ, such vendor may contact the appropriate individual, or individuals who are managing that protest as outlined in the County's established protest procedures. All such contact must be in accordance with the sequence set forth under the protest procedures. Second, in the event a public hearing is scheduled before the Board of Supervisors to hear testimony prior to its approval of a purchase order or contract, any vendor may address the Board.

- D) Bids received after the closing time will NOT be considered.
- E) Bidders are to bid what is specified or requested first. If unable to or unwilling to, bidder may bid alternative or option, indicating all advantages, disadvantages and their associated cost.

3. FAILURE TO BID:

- A) If not bidding, return bid sheet and state reason for no bid or your name may be removed from mailing list.

4. TAXES, CHARGES AND EXTRAS:

- A) County of Fresno is subject to California sales and/or use tax (8.225%). Please indicate as a separate line item if applicable.
- B) **DO NOT** include Federal Excise Tax. County is exempt under Registration No. 94-73-03401-K.
- C) County is exempt from Federal Transportation Tax. Exemption certificate is not required where shipping papers show consignee as County of Fresno.
- D) Charges for transportation, containers, packing, etc. will not be paid unless specified in bid.

5. W-9 – REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION & CALIFORNIA FORM 590 WITHHOLDING EXEMPTION CERTIFICATE:

Upon award of bid, the vendor shall submit to County Purchasing, a completed IRS Form W-9 - Request for Taxpayer Identification Number and

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Certification and a California Form 590 Withholding Exemption Certificate if not currently a County of Fresno approved vendor.

6. AWARDS:

- A) Award(s) will be made to the most responsive responsible bidder; however, the Fresno County Local Vendor Preference and/or the Disabled Veteran Business Enterprise Preference shall take precedence when applicable. Said Preferences apply only to Request for Quotations for materials, equipment and/or supplies only (no services); the preference do not apply to Request for Proposals. RFQ evaluations will include such things as life-cycle cost, availability, delivery costs and whose product and/or service is deemed to be in the best interest of the County. The County shall be the sole judge in making such determination.
- B) Unless bidder gives notice of all-or-none award in bid, County may accept any item, group of items or on the basis of total bid.
- C) The County reserves the right to reject any and all bids and to waive informalities or irregularities in bids.
- D) Award Notices are tentative: Acceptance of an offer made in response to this RFP/RFQ shall occur only upon execution of an agreement by both parties or issuance of a valid written Purchase Order by Fresno County Purchasing.
- E) After award, all bids shall be open to public inspection. The County assumes no responsibility for the confidentiality of information offered in a bid.

7. TIE BIDS:

All other factors being equal, the contract shall be awarded to the Fresno County vendor or, if neither or both are Fresno County vendors, it may be awarded by the flip of a coin in the presence of witnesses or the entire bid may be rejected and re-bid. If the General Requirements of the RFQ state that they are applicable, the provisions of the Fresno County Local Vendor Preference shall take priority over this paragraph.

8. PATENT INDEMNITY:

The vendor shall hold the County, its officers, agents and employees, harmless from liability of any nature or kind, including costs and expenses, for infringement or use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with this bid.

9. SAMPLES:

Samples, when required, must be furnished and delivered free and, if not destroyed by tests, will upon written request (within thirty (30) days of bid closing date) be returned at the bidder's expense. In the absence of such notification, County shall have the right to dispose of the samples in whatever manner it deems appropriate.

10. RIGHTS AND REMEDIES OF COUNTY FOR DEFAULT:

- A) In case of default by vendor, the County may procure the articles or service from another source and may recover the cost difference and related expenses occasioned thereby from any unpaid balance due the vendor or by proceeding against performance bond of the vendor, if any, or by suit against the vendor. The prices paid by the County shall be considered the prevailing market price at the time such purchase is made.
- B) Articles or services, which upon delivery inspection do not meet specifications, will be rejected and the vendor will be considered in

default. Vendor shall reimburse County for expenses related to delivery of non-specified goods or services.

- C) Regardless of F.O.B. point, vendor agrees to bear all risks of loss, injury or destruction to goods and materials ordered herein which occur prior to delivery and such loss, injury or destruction shall not release vendor from any obligation hereunder.

11. DISCOUNTS:

Terms of less than fifteen (15) days for cash payment will be considered as net in evaluating this bid. A discount for payment within fifteen (15) days or more will be considered in determining the award of bid. Discount period will commence either the later of delivery or receipt of invoice by the County. Standard terms are Net forty-five (45) days.

12. SPECIAL CONDITIONS IN BID SCHEDULE SUPERSEDE GENERAL CONDITIONS:

The "General Conditions" provisions of this RFP/RFQ shall be superseded if in conflict with any other section of this bid, to the extent of any such conflict.

13. SPECIAL REQUIREMENT:

With the invoice or within twenty-five (25) days of delivery, the seller must provide to the County a Material Safety Data Sheet for each product, which contains any substance on "The List of 800 Hazardous Substances", published by the State Director of Industrial Relations. (See Hazardous Substances Information and Training Act, California State Labor Code Sections 6360 through 6399.7.)

14. RECYCLED PRODUCTS/MATERIALS:

Vendors are encouraged to provide and quote (with documentation) recycled or recyclable products/materials which meet stated specifications.

15. YEAR COMPLIANCE WARRANTY:

Vendor warrants that any product furnished pursuant to this Agreement/order shall support a four-digit year format and be able to accurately process date and time data from, into and between the twentieth and twenty-first centuries, as well as leap year calculations. "Product" shall include, without limitation, any piece or component of equipment, hardware, firmware, middleware, custom or commercial software, or internal components or subroutines therein. This warranty shall survive termination or expiration of this Agreement.

In the event of any decrease in product functionality or accuracy related to time and/or date data related codes and/or internal subroutines that impede the product from operating correctly using dates beyond December 31, 1999, vendor shall restore or repair the product to the same level of functionality as warranted herein, so as to minimize interruption to County's ongoing business process, time being of the essence. In the event that such warranty compliance requires the acquisition of additional programs, the expense for any such associated or additional acquisitions, which may be required, including, without limitation, data conversion tools, shall be borne exclusively by vendor. Nothing in this warranty shall be construed to limit any rights or remedies the County may otherwise have under this Agreement with respect to defects other than year performance.

16. PARTICIPATION:

Bidder may agree to extend the terms of the resulting contract to other political subdivision, municipalities and tax-supported agencies.

Such participating Governmental bodies shall make purchases in their own name, make payment directly to bidder, and be liable directly to the bidder, holding the County of Fresno harmless.

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17. CONFIDENTIALITY:

All services performed by vendor shall be in strict conformance with all applicable Federal, State of California and/or local laws and regulations relating to confidentiality, including but not limited to, California Civil Code, California Welfare and Institutions Code, Health and Safety Code, California Code of Regulations, Code of Federal Regulations.

Vendor shall submit to County's monitoring of said compliance.

Vendor may be a business associate of County, as that term is defined in the "Privacy Rule" enacted by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). As a HIPAA Business Associate, vendor may use or disclose protected health information ("PHI") to perform functions, activities or services for or on behalf of County as specified by the County, provided that such use or disclosure shall not violate HIPAA and its implementing regulations. The uses and disclosures of PHI may not be more expansive than those applicable to County, as the "Covered Entity" under HIPAA's Privacy Rule, except as authorized for management, administrative or legal responsibilities of the Business Associate.

Vendor shall not use or further disclose PHI other than as permitted or required by the County, or as required by law without written notice to the County.

Vendor shall ensure that any agent, including any subcontractor, to which vendor provides PHI received from, or created or received by the vendor on behalf of County, shall comply with the same restrictions and conditions with respect to such information.

18. APPEALS:

Appeals must be submitted in writing within seven (7) working days after notification of proposed recommendations for award. A "Notice of Award" is not an indication of County's acceptance of an offer made in response to this RFP/RFQ. Appeals should be submitted to County of Fresno Purchasing, 4525 E. Hamilton Avenue, Fresno, California 93702-4599 and in Word format to gcornuelle@co.fresno.ca.us. Appeals should address only areas regarding RFP/RFQ contradictions, procurement errors, quotation rating discrepancies, legality of procurement context, conflict of interest, and inappropriate or unfair competitive procurement grievance regarding the RFP/RFQ process.

Purchasing will provide a written response to the complainant within seven (7) working days unless the complainant is notified more time is required.

If the protesting bidder is not satisfied with the decision of Purchasing, he/she shall have the right to appeal to the Purchasing Agent/CAO within seven (7) working days after Purchasing's notification; except if, notified to appeal directly to the Board of Supervisors at the scheduled date and time.

If the protesting bidder is not satisfied with Purchasing Agent/CAO's decision, the final appeal is with the Board of Supervisors.

19. OBLIGATIONS OF CONTRACTOR:

A) CONTRACTOR shall perform as required by the ensuing contract. CONTRACTOR also warrants on behalf of itself and all subcontractors engaged for the performance of the ensuing contract that only persons authorized to work in the United States pursuant to the Immigration Reform and Control Act of 1986 and other applicable laws shall be employed in the performance of the work hereunder.

B) CONTRACTOR shall obey all Federal, State, local and special district laws, ordinances and regulations.

20. AUDITS & RETENTION:

The Contractor shall maintain in good and legible condition all books, documents, papers, data files and other records related to its performance under this contract. Such records shall be complete and available to Fresno County, the State of California, the federal government or their duly authorized representatives for the purpose of audit, examination, or copying during the term of the contract and for a period of at least three (3) years following the County's final payment under the contract or until conclusion of any pending matter (e.g., litigation or audit), whichever is later. Such records must be retained in the manner described above until all pending matters are closed.

21. DISCLOSURE – CRIMINAL HISTORY & CIVIL ACTIONS:

Applies to Request for Proposal (RFP); does not apply to Request for Quotation (RFQ) unless specifically stated elsewhere in the RFQ document.

In their proposal, the bidder is required to disclose if any of the following conditions apply to them, their owners, officers, corporate managers and partners (hereinafter collectively referred to as "Bidder"):

- Within the three-year period preceding the proposal, they have been convicted of, or had a civil judgment rendered against them for:
 - fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;
 - violation of a federal or state antitrust statute;
 - embezzlement, theft, forgery, bribery, falsification, or destruction of records; or
 - false statements or receipt of stolen property

Within a three-year period preceding their proposal, they have had a public transaction (federal, state, or local) terminated for cause or default.

22. DATA SECURITY:

Individuals and/or agencies that enter into a contractual relationship with the COUNTY for the purpose of providing services must employ adequate controls and data security measures, both internally and externally to ensure and protect the confidential information and/or data provided to contractor by the COUNTY, preventing the potential loss, misappropriation or inadvertent access, viewing, use or disclosure of COUNTY data including sensitive or personal client information; abuse of COUNTY resources; and/or disruption to COUNTY operations.

Individuals and/or agencies may not connect to or use COUNTY networks/systems via personally owned mobile, wireless or handheld devices unless authorized by COUNTY for telecommuting purposes and provide a secure connection; up to date virus protection and mobile devices must have the remote wipe feature enabled. Computers or computer peripherals including mobile storage devices may not be used (COUNTY or Contractor device) or brought in for use into the COUNTY's system(s) without prior authorization from COUNTY's Chief Information Officer and/or designee(s).

No storage of COUNTY's private, confidential or sensitive data on any hard-disk drive, portable storage device or remote storage installation unless encrypted according to advance encryption standards (AES of 128 bit or higher).

The COUNTY will immediately be notified of any violations, breaches or potential breaches of security related to COUNTY's confidential information,

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data and/or data processing equipment which stores or processes COUNTY data, internally or externally.

COUNTY shall provide oversight to Contractor's response to all incidents arising from a possible breach of security related to COUNTY's confidential client information. Contractor will be responsible to issue any notification to affected individuals as required by law or as deemed necessary by COUNTY in its sole discretion. Contractor will be responsible for all costs incurred as a result of providing the required notification.

23. PURCHASING LOCATION & HOURS:

Fresno County Purchasing is located at 4525 E. Hamilton Avenue (**second floor**), Fresno, CA 93702. Non-holiday hours of operation are Monday through Friday, 8:00 A.M. to 12:00 Noon and 1:00 P.M. to 5:00 P.M. PST; Purchasing is closed daily from 12:00 Noon to 1:00 P.M. The following holiday office closure schedule is observed:

January 1*	New Year's Day
Third Monday in January	Martin Luther King, Jr.'s Birthday
Third Monday in February	Washington - Lincoln Day
March 31*	Cesar Chavez' Birthday
Last Monday in May	Memorial Day
July 4*	Independence Day
First Monday in September	Labor Day
November 11*	Veteran's Day
Fourth Thursday in November	Thanksgiving Day
Friday following Thanksgiving	
December 25*	Christmas

* When this date falls on a Saturday, the holiday is observed the preceding Friday. If the date falls on a Sunday, the holiday is observed the following Monday.

24. FRESNO COUNTY BOARD OF SUPERVISORS ADMINISTRATIVE POLICIES:

ADMINISTRATIVE POLICY NUMBER 5

Contract Salary Limitation Fresno

County Administrative Policy No. 5 provides that in contracts with non-profit organizations that primarily serve Fresno County and professional service contracts where Fresno County is the sole client, the contractors must agree to the following contract language: "The contractor agrees to limit administrative cost to a maximum of 15% of the total program budget and to limit employee benefits to a maximum of 20% of total salaries for those employees working under this agreement during the term of the agreement. Failure to conform to this provision will be grounds for contract termination at the option of the County of Fresno." Any bidder that wishes an exemption from this contract requirements must set forth the request for exemption, as well as a complete explanation of why the exemption should be granted, in the bidder's response to the RFP. Only the Board of Supervisors can approve such exemption.

Policy Statement: Contractors shall be limited to a maximum 15% administrative cost as compared to the total program budget and employee benefits shall be limited to a maximum of 20% of salaries.

The following language will be included in each applicable contract:

"The contractor agrees to limit administrative cost to a maximum of 15% of the total program budget and to limit employee benefits to a maximum of 20% of total salaries for those employees working under this agreement during the term of this agreement. Failure to conform to this provision will be grounds for contract termination at the option of the County of Fresno."

The above provision shall be applied to renewal or multi-year contracts with non-profit organizations which primarily serve Fresno County and professional services contracts where

Fresno County is the sole client, such as:

- Community based organization service contracts related to social services, health services, or probation services.
- Cultural art program contracts.
- Professional services contracts.

This policy will not apply to contracts between the County and the Federal or State governments; or one-time contracts. The Board of Supervisors will consider exemptions to this policy only upon the recommendation of the County Administrative Office.

Management Responsibility: It shall be the responsibility of any County official authorized by the Board of Supervisors to execute contracts or enter into agreements on behalf of the County to review all applicable contracts to insure that this policy is fully enforced.

It shall be the responsibility of the County Administrative Officer to review requests for exemptions to this policy and to make recommendations to the Board of Supervisors on such requests for exemption.

ADMINISTRATIVE POLICY NUMBER 34

Competitive Bids and Requests for Proposals

Fresno County Administrative Policy No. 34 provides that no person, firm or subsidiary thereof who has been awarded a consulting services contract by the County, may submit a bid for, or be awarded a contract for, the provision of services, procurement of goods or supplies, or any other related action which is required, suggested, or otherwise deemed appropriate in the end product of the consulting services contract. Any bidder that wishes an exemption from this contract limitation must set forth the request for exemption, as well as a complete explanation of why the exemption should be granted, in the bidder's response to the RFP. Only the Board of Supervisors, on a four-fifths (4/5) vote finding that such waiver is in the best interests of the County, can waive this policy.

Definitions: Purchasing Authority and Responsibility – In accordance with the State of California Government Code Section 25500 et seq., and the Fresno County Ordinance Code Chapter 2.56, the Board of Supervisors has established a County Purchasing Agent. The Board has designated the County Administrative Officer as the Purchasing Agent. Unless otherwise restricted, all necessary authority and responsibility has been delegated to the Purchasing Agent to satisfy the acquisition requirements of the County. The Purchasing Agent may defer day-to-day acquisition management to the Purchasing Manager as appropriate.

Policy Statement: Competitive bids or requests for proposals shall be secured for all contracts for goods or services which are proposed to be acquired by the County except when in unusual or extraordinary circumstances, a department head, requests an exception to competitive bidding. All such requests must be documented by the department head including a detailed description of the facts justifying the exception. The

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request must receive concurrence of the procurement authority who will sign that particular contract i.e. the Board of Supervisors or Purchasing Agent/Purchasing Manager. The following circumstances are examples which constitute "Suspension of Competition":

- In an emergency when goods or services are immediately necessary for the preservation of the public health, welfare, or safety, or for the protection of County property.
- When the contract is with a federal, state, or local governmental agency.
- When the department head, with the concurrence of the Purchasing Agent, finds that the cost of preparing and administering a competitive bidding process in a particular case will equal or exceed the estimated contract amount or \$1,000 whichever is more.
- When a contract provides only for payment of per diem and travel expenses and there is to be no payment for services rendered.
- When obtaining the services of expert witnesses for litigation or special counsel to assist the County.
- When in unusual or extraordinary circumstances, the Board of Supervisors or the Purchasing Agent/Purchasing Manager determines that the best interests of the County would be served by not securing competitive bids or issuing a request for proposal.

Contracts for services should not usually cover a period of more than one year although a longer period may be approved in unusual circumstances. Multiple year contracts must include provisions for early termination and must be contingent on available funding. Unless exempted as provided for above, no contract for service shall extend, either by original contract or by extension, beyond three years unless competitive bids have been sought or a Request for Proposal has been processed.

During any competitive bidding procedure, all bids shall be opened publicly and the dollar amount of each bid shall be read aloud. Under no circumstance shall a bid which is received at the designated place of opening after the closing time be opened or considered.

Contracts for goods or services shall not be effective until approved by the Board of Supervisors or, if appropriate, the Purchasing Agent/Purchasing Manager. Contractors and vendors shall be advised by the responsible department head that performance under the contract may not commence prior to such approval.

Medical Professional Contracts

The competitive recruitment process, annual performance evaluation, and periodic salary surveys are equivalent to competitive bids for independent physicians contracting with the County on a fee for service basis.

A salary survey for physician services shall be conducted every two years.

Contracts for physician services shall not extend, either by original contract or by extension, beyond five years unless competitive bids have been sought or unless exempted as provided above.

Contracts for Legal Services

The competitive recruitment process, annual performance evaluation, and periodic salary surveys are equivalent to competitive bids for independent law firms and attorneys contracting with the County on a fee for service basis.

A salary survey for legal services shall be conducted every two years.

The selection of and contracting with firms to provide legal services shall be

coordinated through the County Counsel's Office. The County Counsel shall assist in securing a law firm with the requisite legal expertise and price structure that would provide the best service to the County. County Counsel shall be involved throughout the process of selecting a firm, developing a contract, and monitoring the billing and services provided throughout the contract period.

Prohibited Bids Concerning End Product of Consulting Contracts

No person, firm, or subsidiary thereof who has been awarded a consulting services contract by the County, shall be awarded a contract for the provision of services, procurement of goods or supplies, or any other related action which is required, suggested, or otherwise deemed appropriate in the end product of the consulting services contract. This policy may be waived by the Board of Supervisors on a four-fifths (4/5) vote finding that such waiver is in the best interests of the County.

Management Responsibility: The County Administrative Officer is responsible for preparing and issuing written procedures to assure compliance with this policy by all County officials and departments.

ADMINISTRATIVE POLICY NUMBER 71

Prohibiting the Use of Public Funds for Political Advocacy

Fresno County Administrative Policy No. 71 provides that no County assets, including money, shall be used for political campaigns of any type. Political campaigns are defined as political advocacy for or opposition to a matter or person that has qualified for the ballot. No contract entered into by the County shall provide for use of County monies for political campaigns.

Policy Statement: Government assets, including money, grant funds, paid staff time, equipment and supplies, facilities or any other government asset shall not be used for political campaigns of any type. Political campaigns are defined as political advocacy for or opposition to a matter or person that has qualified for the ballot.

Management Responsibility: Department Heads shall be held responsible for ensuring that government assets within their control are not used to advocate for or against any matter or person that has qualified for the ballot.

This section does not prohibit the expenditure of government assets to create and provide informational or educational materials regarding a matter that has qualified for the ballot. Such information or educational materials shall provide a fair, accurate and impartial presentation of relevant information relating to the matter that has qualified for the ballot. However, government assets shall not be expended to create and provide such informational or educational materials in the 90 days prior to the election unless specifically authorized by the Board of Supervisors or required by the Public Records Act or other law.

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OVERVIEW

The County of Fresno is requesting proposals from qualified vendors to provide consulting services related to our health and benefits programs ("Health & Benefits Consultation Services"). **The primary focus of the request for proposal is Health Benefit Consultation Services**, but the County also requires consulting services for Ancillary/Voluntary Benefit Consultation Services (life, disability and voluntary benefits), Flexible Spending Accounts (Health Care, Dependent Care, and Commuter benefits), and the Employee Assistance Program (Ancillary/Voluntary and Flexible Spending Account enrollment is detailed in **Attachment B**). Proposals that include only health benefit consultation services **will be** considered.

The County seeks a consultant that is well versed in the health benefits market (including self-funded plans), experienced in advising comparable public agencies, able to provide legislative updates on both proposed and new legislation, and that works well with various levels of labor, staff and management. The County has been in a contract with Gallagher Benefit Services since March, 2007 and at this time is requesting proposals for its health benefits consultant services consistent with the County's standard process of periodically re-bidding services. (In 2015 total health benefits consultant fees paid were \$45,000.) The County seeks Health & Benefits Consultation Services provided on a flat fee retainer basis. Proposals that include consulting services for ancillary/voluntary benefits should assume being declared the County "broker of record" for these benefits allowing compensation on a commission basis to off-set the cost of health benefit consultation services. Vendors should submit proposals for both Health Benefit and Ancillary/Voluntary benefit consulting that includes pricing for Health Benefit consulting only and Health Benefit consulting with Ancillary/Voluntary benefits consulting.

The County anticipates entering into a new agreement with the prospective vendor by June of 2016 and will require the consultant to be prepared to immediately engage in the health plan renewal process. The County of Fresno currently provides comprehensive health benefits for approximately 5,400 active employees and 1,100 retirees. Plans that expire at the end of 2016 include health, dental, vision, mental health and Pharmacy Benefit Management services. The prospective consultant will need to be prepared to solicit health vendor proposals upon contract execution. The County's annual Open Enrollment period for 2017 is scheduled for late October/early November and the plan year begins December 19, 2016. Currently the County's health benefits are administered through contracts with the following vendors:

Population	Medical	Dental	Vision	Mental Health	Prescription
Active Employees	Blue Cross HMO Blue Cross PPO Blue Cross HDPPPO Kaiser	Delta Dental PPO Delta Dental HMO	VSP Vision (Anthem Only)	Included with the medical plan	US Script (Anthem HMO and PPO only)
Early Retirees (Pre-65)	Blue Cross HDPPPO Kaiser	Delta Dental PPO Delta Dental HMO	VSP Vision (Anthem Only)	Included with the medical plan	Included with the medical plan
Medicare Supplement Retirees	Hartford	Delta Dental PPO Delta Dental HMO	VSP Vision	Included with the medical plan	Express Scripts
Medicare Advantage Retirees	Kaiser Medicare Advantage (High and Low Options)	Delta Dental PPO Delta Dental HMO	Included with the medical plan	Included with the medical plan	Included with the medical plan

COUNTY HEALTH BENEFITS PROGRAM

Active Employee Health Insurance: On October 6, 2009 the County approved the execution of a Joint Exercise of Powers Agreement creating the San Joaquin Valley Insurance Authority (SJVIA) with the County of Tulare. The SJVIA currently has 25 participating entities and the County does have access to the claims information. The SJVIA offered the County reduced fixed costs and offered plans for employees and pre-65 retirees. The greater critical mass achieved in this arrangement allowed for cost savings and additional value-added services such as COBRA administration and eligibility tracking when compared with other alternatives. In 2012, the SJVIA moved to a "shared risk model". Through the SJVIA, the County currently receives Anthem Blue Cross medical plans (HMO, PPO, HDPPO) along with fully insured Kaiser medical plans. The County also receives prescription (US Script) for the Anthem HMO and PPO plans, vision (VSP) and dental (Delta Dental DPPO and DHMO). Each year, the County signs a one-year participation agreement with the SJVIA for plans and services. The County's consultant would be responsible for evaluating the best health insurance options available to the County. This would include an analysis of the proposed rates and plan design options from the SJVIA and soliciting bids from other carriers.

Pre-65 Retiree Health Insurance: The County unblended the active and pre-65 health insurance rates in 2006 thereby eliminating the GASB 45 liability. The Anthem Blue Cross HDPPO and the fully insured Kaiser HMO plan are offered through the SJVIA. Both plans are up for renewal in 2016 and would require the solicitation of bids by the consultant.

Post-65 Retiree Health Insurance: The County offers three plans to Medicare eligible County retirees and are not through the SJVIA. A Medicare Supplemental plan is offered by Hartford with Express Scripts handling the prescription coverage. Two Medicare Advantage plans are offered through Kaiser Senior Advantage with a high and low option. All three options are up for renewal and would require the solicitation of bids by the consultant.

Pharmacy Benefit Management Services (Offered in conjunction with the Anthem Blue Cross HMO and PPO plans): The County of Fresno previously self-funded the prescription drug plan for the Anthem HMO and PPO participants. In 2013, the County contracted the prescription benefits through the SJVIA. The current carrier is US Script as the Pharmacy Benefits Manager (PBM). In 2015, after an extensive RFP process, the SJVIA approved another three year agreement with US Script. This service would require the solicitation of bids by the consultant upon the agreement's expiration. It should also be noted that the consultant is expected to actuarially develop the Pharmacy rates for the County.

Dental Insurance (Employees & Retirees): The County contracts with the SJVIA for the dental insurance and has traditionally offered the option of both a PPO and HMO dental plan and currently contracts with Delta Dental. Delta Dental is in the first year of a two year contract with the SJVIA and will require the solicitation of bids by the consultant.

Vision Insurance (Offered in conjunction with Anthem Blue Cross & Hartford plans): The County contracts with the SJVIA for vision insurance. The current carrier is Vision Service Plan (VSP), and would require the solicitation of bids by the consultant.

Mental Health / Employee Assistance Program: The County's mental health is included with the medical plans. The Employee Assistance Program is contracted through Ann Clark International (ACI) and is in the fourth year of the current agreement. This would require the solicitation of bids by the consultant.

Detailed enrollment information on all plans is included in **Attachment A**.

KEY DATES

RFP Issue Date:	February 8, 2016
Vendor Conference: <i>Vendors are to contact Nick Chin at (559) 600-7113 if planning to attend vendor conference.</i>	February 22, 2016 at 10:00 A.M. County of Fresno Purchasing 4525 E. Hamilton Avenue, 2 nd Floor Fresno, CA 93702
Deadline for Written Requests for Interpretations or Corrections of RFP:	February 24, 2016 at 10:00 A.M. E-Mail: CountyPurchasing@co.fresno.ca.us
RFP Closing Date:	March 10, 2016 at 2:00 P.M. County of Fresno Purchasing 4525 E. Hamilton Avenue, 2 nd Floor Fresno, CA 93702

TRADE SECRET ACKNOWLEDGEMENT

All proposals received by the County shall be considered "Public Record" as defined by Section 6252 of the California Government Code. This definition reads as follows:

"...Public records" includes any writing containing information relating to the conduct of the public's business prepared, owned, used or retained by any state or local agency regardless of physical form or characteristics "Public records" in the custody of, or maintained by, the Governor's office means any writing prepared on or after January 6, 1975."

Each proposal submitted is Public record and is therefore subject to inspection by the public per Section 6253 of the California Government Code. This section states that "every person has a right to inspect any public record".

The County will not exclude any proposal or portion of a proposal from treatment as a public record except in the instance that it is submitted as a trade secret as defined by the California Government Code. Information submitted as proprietary, confidential or under any other such terms that might suggest restricted public access will not be excluded from treatment as public record.

"Trade secrets" as defined by Section 6254.7 of the California Government Code are deemed not to be public record. This section defines trade secrets as:

"...Trade secrets," as used in this section, may include, but are not limited to, any formula, plan, pattern, process, tool, mechanism, compound, procedure, production data or compilation of information that is not patented, which is known only to certain individuals within a commercial concern who are using it to fabricate, produce, or compound an article of trade or a service having commercial value and which gives its user an opportunity to obtain a business advantage over competitors who do not know or use it."

Information identified by bidder as "trade secret" will be reviewed by County of Fresno's legal counsel to determine conformance or non-conformance to this definition. Such material should be submitted in a separate binder marked "Trade Secret". Examples of material not considered to be trade secrets are pricing, cover letter, promotional materials, etc.

INFORMATION THAT IS PROPERLY IDENTIFIED AS TRADE SECRET AND CONFORMS TO THE ABOVE DEFINITION WILL NOT BECOME PUBLIC RECORD. COUNTY WILL SAFEGUARD THIS INFORMATION IN AN APPROPRIATE MANNER.

Information identified by bidder as trade secret and determined not to be in conformance with the California Government Code definition shall be excluded from the proposal. Such information will be returned to the bidder at bidder's expense upon written request.

Trade secrets must be submitted in a separate binder that is plainly marked "Trade Secrets."

The County shall not in any way be liable or responsible for the disclosure of any proposals or portions thereof, if they are not (1) submitted in a separate binder that is plainly marked "Trade Secret" on the outside; and (2) if disclosure is required or allowed under the provision of law or by order of Court.

Vendors are advised that the County does not wish to receive trade secrets and that vendors are not to supply trade secrets unless they are absolutely necessary.

TRADE SECRET ACKNOWLEDGEMENT

I have read and understand the above "Trade Secret Acknowledgement."

I understand that the County of Fresno has no responsibility for protecting information submitted as a trade secret if it is not delivered in a separate binder plainly marked "Trade Secret." I also understand that all information my company submits, except for that information submitted in a separate binder plainly marked "Trade Secret," are public records subject to inspection by the public. This is true no matter whether my company identified the information as proprietary, confidential or under any other such terms that might suggest restricted public access.

Enter company name on appropriate line:

	Has submitted information identified as Trade Secrets in a separate marked binder.**
(Company Name)	
	Has not submitted information identified as Trade Secrets. Information submitted as proprietary confidential or under any other such terms that might suggest restricted public access will not be excluded from treatment as public record.
(Company Name)	

ACKNOWLEDGED BY:

	()	
Signature (In Blue Ink)		Telephone
Print Name and Title	Date	
Address		
City	State	Zip

**Bidders brief statement that clearly sets out the reasons for confidentiality in conforming with the California Government Code definition.

DISCLOSURE – CRIMINAL HISTORY & CIVIL ACTIONS

In their proposal, the bidder is required to disclose if any of the following conditions apply to them, their owners, officers, corporate managers and partners (hereinafter collectively referred to as “Bidder”):

- Within the three-year period preceding the proposal, they have been convicted of, or had a civil judgment rendered against them for:
 - fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;
 - violation of a federal or state antitrust statute;
 - embezzlement, theft, forgery, bribery, falsification, or destruction of records; or
 - false statements or receipt of stolen property
- Within a three-year period preceding their proposal, they have had a public transaction (federal, state, or local) terminated for cause or default.

Disclosure of the above information will not automatically eliminate a Bidder from consideration. The information will be considered as part of the determination of whether to award the contract and any additional information or explanation that a Bidder elects to submit with the disclosed information will be considered. If it is later determined that the Bidder failed to disclose required information, any contract awarded to such Bidder may be immediately voided and terminated for material failure to comply with the terms and conditions of the award.

Any Bidder who is awarded a contract must sign an appropriate Certification Regarding Debarment, Suspension, and Other Responsibility Matters. Additionally, the Bidder awarded the contract must immediately advise the County in writing if, during the term of the agreement: (1) Bidder becomes suspended, debarred, excluded or ineligible for participation in federal or state funded programs or from receiving federal funds as listed in the excluded parties list system (<http://www.epls.gov>); or (2) any of the above listed conditions become applicable to Bidder. The Bidder will indemnify, defend and hold the County harmless for any loss or damage resulting from a conviction, debarment, exclusion, ineligibility or other matter listed in the signed Certification Regarding Debarment, Suspension, and Other Responsibility Matters.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS--PRIMARY COVERED TRANSACTIONS**

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms covered transaction, debarred, suspended, ineligible, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

CERTIFICATION

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it, its owners, officers, corporate managers and partners:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signature:
(in blue ink)

Date:

(Printed Name & Title)

(Name of Agency or Company)

VENDOR MUST COMPLETE AND RETURN WITH REQUEST FOR PROPOSAL

Firm: _____

REFERENCE LIST

Provide a list of at least five (5) customers for whom you have recently provided similar services. Be sure to include all requested information.

Reference Name: _____ Contact: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone No.: (_____) _____ Date: _____
Service Provided: _____

Reference Name: _____ Contact: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone No.: (_____) _____ Date: _____
Service Provided: _____

Reference Name: _____ Contact: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone No.: (_____) _____ Date: _____
Service Provided: _____

Reference Name: _____ Contact: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone No.: (_____) _____ Date: _____
Service Provided: _____

Reference Name: _____ Contact: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone No.: (_____) _____ Date: _____
Service Provided: _____

Failure to provide a list of at least five (5) customers may be cause for rejection of this RFP.

PARTICIPATION

The County of Fresno is a member of the Central Valley Purchasing Group. This group consists of Fresno, Kern, Kings, and Tulare Counties and all governmental, tax supported agencies within these counties.

Whenever possible, these and other tax supported agencies co-op (piggyback) on contracts put in place by one of the other agencies.

Any agency choosing to avail itself of this opportunity, will make purchases in their own name, make payment directly to the contractor, be liable to the contractor and vice versa, per the terms of the original contract, all the while holding the County of Fresno harmless. If awarded this contract, please indicate whether you would extend the same terms and conditions to all tax supported agencies within this group as you are proposing to extend to Fresno County. * **Note: This form/information is not rated or ranked for evaluation purposes.**

☐

Yes, we will extend contract terms and conditions to all qualified agencies within the Central Valley Purchasing Group and other tax supported agencies.

☐

No, we will not extend contract terms to any agency other than the County of Fresno.

(Authorized Signature in Blue Ink)

Title

GENERAL REQUIREMENTS

DEFINITIONS: The terms Bidder, Proposer, Contractor, and Vendor are all used interchangeably and refer to that person, partnership, corporation, organization, agency, etc. which is offering the proposal.

LOCAL VENDOR PREFERENCE: The Local Vendor Preference does not apply to this Request for Proposal.

RFP CLARIFICATION AND REVISIONS: Any revisions to the RFP will be issued and distributed as written addenda.

FIRM PROPOSAL: All proposals shall remain firm for at least one hundred eighty (180) days.

PROPOSAL PREPARATION: Proposals should be submitted in the formats shown under "PROPOSAL CONTENT REQUIREMENTS" section of this RFP.

County of Fresno will not be held liable or any cost incurred by bidders responding to RFP.

Bidders are to bid what is specified or requested first. If unable to or unwilling to, bidder may bid alternative or option, indicating all advantages, disadvantages and their associated cost.

SUPPORTIVE MATERIAL: Additional material may be submitted with the proposal as appendices. Any additional descriptive material that is used in support of any information in your proposal must be referenced by the appropriate paragraph(s) and page number(s).

Bidders are asked to submit their proposals in a binder (one that allows for easy removal of pages) with index tabs separating the sections identified in the Table of Contents. Pages must be numbered on the bottom of each page.

Any proposal attachments, documents, letters and materials submitted by the vendor shall be binding and included as a part of the final contract should your bid be selected.

TAXES: The quoted amount must include all applicable taxes. If taxes are not specifically identified in the proposal it will be assumed that they are included in the total quoted.

SALES TAX: Fresno County pays California State Sales Tax in the amount of 8.225% regardless of vendor's place of doing business.

RETENTION: County of Fresno reserves the right to retain all proposals, excluding proprietary documentation submitted per the instructions of this RFP, regardless of which response is selected.

ORAL PRESENTATIONS: Each finalist may be required to make an oral presentation in Fresno County and answer questions from County personnel.

AWARD/REJECTION: The award will be made to the vendor offering the overall proposal deemed to be to the best advantage of the County. The County shall be the sole judge in making such determination. The County reserves the right to reject any and all proposals. The lowest bidders are not arbitrarily the vendors whose proposals will be selected. Award Notices are tentative: Acceptance of an offer made in response to this RFP shall occur only upon execution of an agreement by both parties or issuance of a valid written Purchase Order by Fresno County Purchasing.

County Purchasing will chair or co-chair all award, evaluation and contract negotiation committees.

Award may require approval by the County of Fresno Board of Supervisors.

WAIVERS: The County reserves the right to waive any informalities or irregularities and any technical or clerical errors in any quote as the interest of the County may require.

TERMINATION: The County reserves the right to terminate any resulting contract upon written notice.

MINOR DEVIATIONS: The County reserves the right to negotiate minor deviations from the prescribed terms, conditions and requirements with the selected vendor.

PROPOSAL REJECTION: Failure to respond to all questions or not to supply the requested information could result in rejection of your proposal.

ASSIGNMENTS: The ensuing proposed contract will provide that the vendor may not assign any payment or portions of payments without prior written consent of the County of Fresno.

BIDDERS LIABILITIES: County of Fresno will not be held liable for any cost incurred by vendors in responding to the RFP.

CONFIDENTIALITY: Bidders shall not disclose information about the County's business or business practices and safeguard confidential data which vendor staff may have access to in the course of system implementation.

DISPUTE RESOLUTION: The ensuing contract shall be governed by the laws of the State of California.

Any claim which cannot be amicably settled without court action will be litigated in the U. S. District Court for the Eastern District of California in Fresno, CA or in a state court for Fresno County.

NEWS RELEASE: Vendors shall not issue any news releases or otherwise release information to any third party about this RFP or the vendor's quotation without prior written approval from the County of Fresno.

BACKGROUND REVIEW: The County reserves the right to conduct a background inquiry of each proposer/bidder which may include collection of appropriate criminal history information, contractual and business associations and practices, employment histories and reputation in the business community. By submitting a proposal/bid to the County, the vendor consents to such an inquiry and agrees to make available to the County such books and records the County deems necessary to conduct the inquiry.

PERFORMANCE BOND: The successful bidders may be required to furnish a faithful performance bond. Bidders are to quote a separate price for a performance bond.

ACQUISITIONS: The County reserves the right to obtain the whole system/services/goods as proposed or only a portion of the system/services/goods, or to make no acquisition at all.

OWNERSHIP: The successful vendor will be required to provide to the County of Fresno documented proof of ownership by the vendor, or its designated subcontractor, upon request of the proposed programs/services/goods.

EXCEPTIONS: Identify with explanation, any terms, conditions, or stipulations of the RFP with which you *CAN NOT* or *WILL NOT* comply.

ADDENDA: In the event that it becomes necessary to revise any part of this RFP, addenda will be provided to all agencies and organizations that receive the basic RFP.

SUBCONTRACTORS: If a subcontractor is proposed, complete identification of the subcontractor and his tasks should be provided. The primary contractor is not relieved of any responsibility by virtue of using a subcontractor.

CONFLICT OF INTEREST: The County shall not contract with, and shall reject any bid or proposal submitted by the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

1. Employees of the County or public agencies for which the Board of Supervisors is the governing body.
2. Profit-making firms or businesses in which employees described in Subsection (1) serve as officers, principals, partners or major shareholders.
3. Persons who, within the immediately preceding twelve (12) months, came within the provisions of Subsection (1), and who were employees in positions of substantial responsibility in the area of service to

be performed by the contract, or participated in any way in developing the contract or its service specifications.

4. Profit-making firms or businesses in which the former employees described in Subsection (3) serve as officers, principals, partners or major shareholders.
5. No County employee, whose position in the County enables him to influence the selection of a contractor for this RFP, or any competing RFP, and no spouse or economic dependent of such employee, shall be employees in any capacity by a bidder, or have any other direct or indirect financial interest in the selection of a contractor.
6. In addition, no County employee will be employed by the selected vendor to fulfill the vendor's contractual obligations to the County.

ORDINANCE 3.08.130 – POST-SEPARATION EMPLOYMENT PROHIBITED: No officer or employee of the County who separates from County service shall for a period of one year after separation enter into any employment, contract, or other compensation arrangement with any County consultant, vendor, or other County provider of goods, materials, or services, where the officer or employee participated in any part of the decision making process that led to the County relationship with the consultant, vendor or other County provider of goods, materials or services.

Pursuant to Government Code section 25132(a), a violation of the ordinance may be enjoined by an injunction in a civil lawsuit, or prosecuted as a criminal misdemeanor.

EVALUATION CRITERIA: Respondents will be evaluated on the basis of their responses to all questions and requirements in this RFP and product cost. The County shall be the sole judge in the ranking process and reserves the right to reject any or all bids. False, incomplete or unresponsive statements in connection with this proposal may be sufficient cause for its rejection.

SELECTION PROCESS: All proposals will be evaluated by a team consisting of representatives from appropriate County Department(s), and Purchasing. It will be their responsibility to make the final recommendations. Purchasing will chair or co-chair the evaluation or evaluation process.

Organizations that submit a proposal may be required to make an oral presentation to the Selection Committee. These presentations provide an opportunity for the individual, agency, or organization to clarify its proposal to ensure thorough, mutual understanding.

INDEPENDENT CONTRACTOR: In performance of the work, duties, and obligations assumed by Contractor under any ensuing Agreement, it is mutually understood and agreed that Contractor, including any and all of Contractor's officers, agents, and employees will at all times be acting and performing as an independent contractor, and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venture, partner, or associate of the County. Furthermore, County shall have no right to control, supervise, or direct the manner or method by which Contractor shall perform its work and function. However, County shall retain the right to administer this Agreement so as to verify that Contractor is performing its obligations in accordance with the terms and conditions thereof. Contractor and County shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

Because of its status as an independent contractor, Contractor shall have absolutely no right to employment rights and benefits available to County employees. Contractor shall be solely liable and responsible for providing to, or on behalf of, its employees all legally required employee benefits. In addition, Contractor shall be solely responsible and save County harmless from all matters relating to payment of Contractor's employees, including compliance with Social Security, withholding, and all other regulations governing such matters. It is acknowledged that during the term of the Agreement, Contractor may be providing services to others unrelated to the COUNTY or to the Agreement.

HOLD HARMLESS 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, damages, liabilities, claims and losses occurring or resulting to County in connection with the performance, or failure to perform, by Contractor, its officers, agents or employees under this Agreement and from any and all costs and expenses, 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.

SELF-DEALING TRANSACTION DISCLOSURE: Contractor agrees that when operating as a corporation (a for-profit or non-profit corporation), or if during the term of the agreement the Contractor changes its status to operate as a corporation, members of the Contractor's Board of Directors shall disclose any self-dealing transactions that they are a party to while Contractor is providing goods or performing services under the agreement with the County. A self-dealing transaction shall mean a transaction to which the Contractor is a party and in which one or more of its directors has a material financial interest. Members of the Board of Directors shall disclose any self-dealing transactions that they are a party to by completing and signing a Fresno County Self-Dealing Transaction Disclosure Form and submitting it to the County prior to commencing with the self-dealing transaction or immediately thereafter.

PRICE RESPONSIBILITY: The selected vendor will be required to assume full responsibility for all services and activities offered in the proposal, whether or not they are provided directly. Further, the County of Fresno will consider the selected vendor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract. The contractor may not subcontract or transfer the contract, or any right or obligation arising out of the contract, without first having obtained the express written consent of the County.

ADDRESSES AND TELEPHONE NUMBERS: The vendor will provide the business address and mailing address, if different, as well as the telephone number of the individual signing the contract.

ASSURANCES: Any contract awarded under this RFP must be carried out in full compliance with The Civil Rights Act of 1964, The Americans With Disabilities Act of 1990, their subsequent amendments, and any and all other laws protecting the rights of individuals and agencies. The County of Fresno has a zero tolerance for discrimination, implied or expressed, and wants to ensure that policy continues under this RFP. The contractor must also guarantee that services, or workmanship, provided will be performed in compliance with all applicable local, state, or federal laws and regulations pertinent to the types of services, or project, of the nature required under this RFP. In addition, the contractor may be required to provide evidence substantiating that their employees have the necessary skills and training to perform the required services or work.

INSURANCE: Without limiting the COUNTY's right to obtain indemnification from CONTRACTOR or any third parties, CONTRACTOR, at its sole expense, shall maintain in full force and effect, the following insurance policies or a program of self-insurance, including but not limited to, an insurance pooling arrangement or Joint Powers Agreement (JPA) throughout the term of the Agreement:

- A. Commercial General Liability: Commercial General Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence and an annual aggregate of Two Million Dollars (\$2,000,000). This policy shall be issued on a per occurrence basis. COUNTY may require specific coverages including completed operations, products liability, contractual liability, Explosion-Collapse-Underground, fire legal liability or any other liability insurance deemed necessary because of the nature of this contract.
- B. Automobile Liability: Comprehensive Automobile Liability Insurance with limits for bodily injury of not less than Two Hundred Fifty Thousand Dollars (\$250,000.00) per person, Five Hundred Thousand Dollars (\$500,000.00) per accident and for property damages of not less than Fifty Thousand Dollars (\$50,000.00), or such coverage with a combined single limit of Five Hundred Thousand Dollars (\$500,000.00). Coverage should include owned and non-owned vehicles used in connection with this Agreement.
- C. Professional Liability: If CONTRACTOR employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W., M.F.C.C.) in providing services, Professional Liability Insurance with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate.

This coverage shall be issued on a per claim basis. Contractor agrees that it shall maintain, at its sole expense, in full force and effect for a period of three (3) years following the termination of this Agreement, one or more policies of professional liability insurance with limits of coverage as specified herein.

- D. Worker's Compensation: A policy of Worker's Compensation insurance as may be required by the California Labor Code.

Contractor shall obtain endorsements to the Commercial General Liability insurance naming the County of Fresno, its officers, agents, and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by County, its officers, agents and employees shall be excess only and not contributing with insurance provided under Contractor's policies herein. This insurance shall not be cancelled or changed without a minimum of thirty (30) days advance written notice given to County.

Within thirty (30) days from the date Contractor executes this Agreement, Contractor shall provide certificates of insurance and endorsement as stated above for all of the foregoing policies, as required herein, to the County of Fresno, **Personnel Services, Attn: David Joseph, 2220 Tulare Street, 16th Floor, Fresno, CA 93721**, stating that such insurance coverage have been obtained and are in full force; that the County of Fresno, its officers, agents and employees will not be responsible for any premiums on the policies; that such Commercial General Liability insurance names the County of Fresno, its officers, agents and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned; that such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by County, its officers, agents and employees, shall be excess only and not contributing with insurance provided under Contractor's policies herein; and that this insurance shall not be cancelled or changed without a minimum of thirty (30) days advance, written notice given to County.

In the event Contractor fails to keep in effect at all times insurance coverage as herein provided, the County may, in addition to other remedies it may have, suspend or terminate this Agreement upon the occurrence of such event.

All policies shall be with admitted insurers licensed to do business in the State of California. Insurance purchased shall be purchased from companies possessing a current A.M. Best, Inc. rating of A FSC VII or better.

AUDIT AND RETENTION: The Contractor shall maintain in good and legible condition all books, documents, papers, data files and other records related to its performance under this contract. Such records shall be complete and available to Fresno County, the State of California, the federal government or their duly authorized representatives for the purpose of audit, examination, or copying during the term of the contract and for a period of at least three years following the County's final payment under the contract or until conclusion of any pending matter (e.g., litigation or audit), whichever is later. Such records must be retained in the manner described above until all pending matters are closed.

DEFAULT: In case of default by the selected bidder, the County may procure materials and services from another source and may recover the loss occasioned thereby from any unpaid balance due the selected bidder, or by any other legal means available to the County.

BREACH OF CONTRACT: In the event of breach of contract by either party, the other party shall be relieved of its obligations under this agreement and may pursue any legal remedies.

CONFIDENTIALITY All services performed by vendor shall be in strict conformance with all applicable Federal, State of California and/or local laws and regulations relating to confidentiality, including but not limited to, California Civil Code, California Welfare and Institutions Code, Health and Safety Code, California Code of Regulations, Code of Federal Regulations.

Vendor shall submit to County's monitoring of said compliance.

Vendor may be a Business associate of County, as that term is defined in the "Privacy Rule" enacted by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). As a HIPAA Business Associate, vendor may use or disclose protected health information ("PHI") to perform functions, activities or services for or on behalf of County, as specified by the County, provided that such use or disclosure shall not violate HIPAA and its implementing regulations. The uses and disclosures of PHI may not be more expansive than

those applicable to County, as the “Covered Entity” under HIPAA’s Privacy Rule, except as authorized for management, administrative or legal responsibilities of the Business Associate.

Vendor shall not use or further disclose PHI other than as permitted or required by the County, or as required by law without written notice to the County.

Vendor shall ensure that any agent, including any subcontractor, to which vendor provides PHI received from, or created or received by the vendor on behalf of County, shall comply with the same restrictions and conditions with respect to such information.

APPEALS: Appeals must be submitted in writing within *seven (7) working days after notification of proposed recommendations for award. A “Notice of Award” is not an indication of County’s acceptance of an offer made in response to this RFP. Appeals shall be submitted to County of Fresno Purchasing, 4525 E. Hamilton Avenue 2nd Floor, Fresno, California 93702-4599 **and** in Word format to gcornuelle@co.fresno.ca.us. Appeals should address only areas regarding RFP contradictions, procurement errors, proposal rating discrepancies, legality of procurement context, conflict of interest, and inappropriate or unfair competitive procurement grievance regarding the RFP process.

Purchasing will provide a written response to the complainant within *seven (7) working days unless the complainant is notified more time is required.

If the protesting bidder is not satisfied with the decision of Purchasing, he/she shall have the right to appeal to the Purchasing Agent/CAO within seven (7) working days after Purchasing’s notification; except, if notified to appeal directly to the Board of Supervisors at the scheduled date and time.

If the protesting bidder is not satisfied with Purchasing Agent/CAO’s decision, the final appeal is with the Board of Supervisors.

*The seven (7) working day period shall commence and be computed by excluding the first day and including the last day upon the date that the notification is issued by the County.

RIGHTS OF OWNERSHIP: The County shall maintain all rights of ownership and use to all materials designed, created or constructed associated with this service/project/program.

BIDDING INSTRUCTIONS AND REQUIREMENTS

ISSUING AGENT: This RFP has been issued by County of Fresno, Purchasing. Purchasing shall be the vendor's sole point of contact with regard to the RFP, its content, and all issues concerning it.

AUTHORIZED CONTACT: All communication regarding this RFP shall be directed to an authorized representative of County Purchasing. The specific buyer managing this RFP is identified on the cover page, along with his or her telephone number, and he or she should be the primary point of contact for discussions or information pertaining to the RFP. Contact with any other County representative, including elected officials, for the purpose of discussing this RFP, its content, or any other issue concerning it, is prohibited unless authorized by Purchasing. Violation of this clause, by the vendor having unauthorized contact (verbally or in writing) with such other County representatives, may constitute grounds for rejection by Purchasing of the vendor's quotation.

The above stated restriction on vendor contact with County representatives shall apply until the County has awarded a purchase order or contract to a vendor or vendors, except as follows. First, in the event that a vendor initiates a formal protest against the RFP, such vendor may contact the appropriate individual, or individuals who are managing that protest as outlined in the County's established protest procedures. All such contact must be in accordance with the sequence set forth under the protest procedures. Second, in the event a public hearing is scheduled before the Board of Supervisors to hear testimony prior to its approval of a purchase order or contract, any vendor may address the Board.

VENDOR CONFERENCE: On February 22, 2016 at 10:00 A.M., a vendor's conference will be held in which the scope of the project and proposal requirements will be explained. The meeting will be held at the office of County of Fresno Purchasing, 4525 E. Hamilton (between Cedar and Maple), 2nd Floor, Fresno, California. Addendum will be prepared and distributed to all bidders only if necessary to clarify substantive items raised during the bidders' conference.

Bidders are to contact Nick Chin at County of Fresno Purchasing, (559) 600-7113, if they are planning to attend the conference.

NUMBER OF COPIES: Submit **one (1) original and seven (7) copies** of your proposal no later than the proposal closing date and time as stated on the front of this document to County of Fresno Purchasing. Each copy to be identical to the original, include all supporting documentation (e.g. literature, brochures, reports, schedules etc.). The cover page of each quotation is to be appropriately marked "Original" or "Copy".

INTERPRETATION OF RFP: Vendors must make careful examination of the requirements, specifications and conditions expressed in the RFP and fully inform themselves as to the quality and character of services required. If any person planning to submit a proposal finds discrepancies in or omissions from the RFP or has any doubt as to the true meaning or interpretation, correction thereof may be requested at the scheduled Vendor Conference (see above). Any change in the RFP will be made only by written addendum, duly issued by the County. The County will not be responsible for any other explanations or interpretations.

Questions may be submitted subsequent to the Vendor Conference, subject to the following conditions:

- a. Such questions are submitted in writing to the County Purchasing not later than February 24, 2016 at 10:00 a.m. Questions must be directed to the attention of Nick Chin, Purchasing Analyst.
- b. Such questions are submitted with the understanding that County can respond only to questions it considers material in nature.
- c. Questions shall be e-mailed to CountyPurchasing@co.fresno.ca.us.

NOTE: The bidder is encouraged to submit all questions at the Vendor Conference. Time limitations can prevent a response to questions submitted after the conference.

SELECTION COMMITTEE: All proposals will be evaluated by a team co-chaired by Purchasing. All proposals will be evaluated by a review committee that may consist of County of Fresno Purchasing, department staff, community representatives from advisory boards and other members as appropriate.

The proposals will be evaluated in a multi-stage selection process. Some bids may be eliminated or set aside after an initial review. If a proposal does not respond adequately to the RFP or the bidder is deemed unsuitable or incapable of delivering services, the proposal may be eliminated from consideration. It will be the selection committee's responsibility to make the final recommendation to the Department Head.

CONTRACT TERM: It is County's intent to contract with the successful bidder for a term of three (3) years with the option to renew for up to two (2) additional one (1) year periods based on mutual written consent. County will retain the right to terminate the Agreement upon giving thirty (30) days advance written notification to the Contractor.

PAYMENT: The County of Fresno, if appropriate, may use Procurement Card to place and make payment for orders under the ensuing contract.

AUDITED FINANCIAL STATEMENTS: Copies of the audited Financial Statements for the last three (3) years for the business, agency or program that will be providing the service(s) proposed. If audited statements are not available, compiled or reviewed statements will be accepted with copies of three years of corresponding federal tax returns. This information is to be provided after the RFP closes, if requested. **Do not provide with your proposal.**

CONTRACT NEGOTIATION: The County will prepare and negotiate its own contract with the selected vendor, giving due consideration to standard contracts and associated legal documents submitted as a part of bidder's response to the RFP. The tentative award of the contract is based on successful negotiation pending formal recommendation of award. Bidder is to include in response the names and titles of officials authorized to conduct such negotiations.

NOTICES: All notices, payments, invoices, insurance and endorsement certificates, etc. need to be submitted as follows: referencing contract/purchase order number, department, position, title and address of administering official.

EPAYMENT OPTION: The County of Fresno provides an Epay Program which involves payment of invoices by a secure Visa account number assigned to the supplier after award of contract. Notification of payments and required invoice information are issued to the supplier's designated Accounts Receivable contact by e-mail remittance advice at time of payment. To learn more about the benefits of an Epay Program, how it works, and obtain answers to frequently asked questions, click or copy and paste the following URL into your browser: www.bankofamerica.com/epayablesvendors or call Fresno County Accounts Payable, 559-600-3609.

SCOPE OF WORK

The successful vendor will be expected to provide, at a minimum, the services to the County health and benefits programs detailed in this Scope of Work. Prospective bidders will note that while Health Benefits Consultation Services (Part A of this Scope of Work) is the primary focus of this RFP, the County is also requesting that bidders respond to Part B of this Scope of Work, which details the County's ancillary/voluntary benefit consulting needs: life, disability and other personal insurance benefits, Flexible Spending Accounts (Health Care, Dependent Care, and Commuter benefits), and Employee Assistance Program. Failure to respond to Part B **will not** disqualify bidders.

Vendor will provide a summary of their understanding of the County's needs (as detailed in this Scope of Work) and how the vendor plans to meet these needs:

1. The County is seeking a summary that includes the vendor's broad understanding of the scope of the County's request and a summary of the vendor's entire proposal.
2. The summary will also include a statement that the vendor will provide all the services included in this Scope of Work. If the vendor is unable to provide any of the service(s), they will describe which of the service(s) they are unable to provide.

PART A – SCOPE OF HEALTH BENEFITS CONSULTATION SERVICES

I. ADMINISTRATIVE SERVICES:

1. Benefit Design Assistance
 - a. Provide an initial in-depth review of the County's existing health insurance programs and assist in the development of long-range plans and financial, operational and utilization goals. Provide an annual assessment as to whether long term objectives are being met.
 - b. Review and analyze vendor documents, including but not limited to contracts, policies and coverage booklets, provide interpretations and recommendations.
 - c. Determine methods of reporting plan performance for the purpose of recommending strategies to lower cost and maintain quality.
 - d. Recommend wellness and disease management strategy with a focus on measuring the return on investment of such efforts.
 - e. Provide general guidance on trends in benefits offered and eligibility requirements.
2. Communications
 - a. Provide editorial and compliance review of Open Enrollment and other County-produced benefit communications including memos, materials and presentations for employee meetings.
 - b. Coordinate with vendors as necessary; leverage availability of vendor communication materials and resources.
 - c. Review vendor's plan summaries and other materials for benefit accuracy and basic compliance.
 - d. Provide assistance in the development and analysis of surveys to acquire employee feedback on the performance of plans.
3. Meeting Attendance & General Availability
 - a. Attend quarterly meetings of the Health Benefits Advisory Committee (HBAC) (4 meetings per year). The HBAC consists of one representative from each County bargaining unit, as well as retiree and management members.
 - b. Attend meetings of the San Joaquin Valley Insurance Authority (SJVIA) as needed (1 – 2 meetings per year).
 - c. The consultant shall assist in the preparation of a variety of materials required for labor negotiations including, but not be limited to, cost estimates for new or upgraded benefit programs, rate calculations, and written material such as analyses, summaries, and graphs/spreadsheets.

- d. Participate in conference calls with County staff no less than once per month.
 - e. Provide prompt and effective responses to ad hoc requests from County staff for information or analysis.
 - f. Assist County staff with technical issues affecting the administration and processing procedures of the benefit programs as they arise, including plan document interpretation and eligibility determination.
4. Legal & Regulatory Compliance Support and Updates
- a. Provide advice and interpretation on all local, state, and federal benefit regulations impacting the County health plans, including but not limited to:
 - i. Patient Protection and Affordable Care Act (PPACA)
 - ii. Family and Medical Leave Act (FMLA)
 - iii. California Family Rights Act (CFRA)
 - iv. Consolidated Omnibus Budget Reconciliation Act (COBRA)
 - v. Health Insurance Portability and Accountability Act (HIPAA)
 - vi. Americans with Disability Act (ADA)
 - vii. Fair Employment and Housing Act (FEHA)
 - viii. Uniformed Services Employment Reemployment Rights Act (USERRA)
 - b. Notify the County of necessary steps towards compliance with new legislation impacting County health plans.
 - c. Review plan documents and internal County policies to ensure compliance with appropriate laws and regulations and to ensure that the County is adhering to industry best practices. Make recommendations regarding necessary amendments to plan documents or internal policies and assist in their preparation.
 - d. On an annual basis, audit the County's current health insurance administration practices (including, but not limited to, forms and communications to participants) to ensure compliance with applicable laws and regulations, as well as applicable plan documents and internal policies. Make recommendations regarding necessary changes to current practices.
 - e. Assist in an advisory capacity in reviewing and ruling on appeals from members covered by the County's Cafeteria Plan (includes Health Insurance and Flexible Spending Accounts).

II. DATA ANALYSIS AND REPORTING:

- 1. Monitor, analyze and report monthly claim experience, identifying trends and changes in large claims activity on a monthly basis.
- 2. Monitor, analyze and report claim utilization data in a format that is clear, concise and actionable.

III. VENDOR RELATIONS:

- 1. RFP and Contract Development
 - a. Development of requests for proposals (RFP) and submitting RFPs to viable medical (including mental health), dental, vision, and prescription providers.
 - b. Review and evaluate vendor responses to RFP and present a summary of the results to the County.
 - c. Assist in negotiating fee agreements with selected vendors and provide an executive summary report of results of negotiations and final rates/fees.
 - d. Facilitate the transition to new vendor (if necessary).
 - e. Please provide sample RFP materials (i.e., any evaluation tools you will use to accomplish the tasks described in paragraphs a – d above, as well as a sample timeline)

2. Vendor Management

- a. Establish appropriate vendor performance guarantees in collaboration with the County.
- b. Ensure that vendors are in compliance with the terms of their agreement with the County and monitor performance guarantees.
- c. Upon request of County staff or whenever appropriate, act as a liaison between the County and vendors, including but not limited to, participating in problem resolution and strategic planning.
- d. Conduct annual strategic sessions with vendors to discuss performance, opportunities, and updates.
- e. Attend meetings or conference calls with vendors as requested by the County, but no less than once per quarter.
- f. Monitor insurance companies for financial solvency where applicable.

IV. ACTUARIAL, UNDERWRITING AND FISCAL SUPPORT:

1. Provide actuarial cost projections for various plan feature changes and improvements.
2. Analyze rates developed by the San Joaquin Valley Insurance Authority from an independent actuary perspective.
3. Analyze and recommend plan funding alternatives.
4. Prepare financial projections from alternative benefit designs and/or employee contributions.

PART B – SCOPE OF OTHER BENEFIT CONSULTATION SERVICES

Current benefits covered in this Part B include:

1. Group Insurance Policies

Please note that, while the County has legacy insurance policies that may require “broker of record” services, the County is also open to group insurance policies that are executed directly between the carriers and either the County or individual participants.

- a. Life, Disability, Accident/Critical Illness Insurance
- b. Personal Property (i.e., Auto & Homeowner) Insurance

2. Benefit Programs

- a. Sections 125 & 132 Flexible Spending Program (Current Provider is ASIFlex)
- b. Employee Assistance Program (Current Provider is ACI Specialty Benefits)

I. ADMINISTRATIVE SERVICES:**1. Benefit Design Assistance**

- a. Provide an initial in-depth review of the County's existing insurance policies and benefit programs and assist in the development of long-range plans and financial, operational and utilization goals. Provide an annual assessment as to whether long term objectives are being met.
- b. Review and analyze vendor documents, including but not limited to contracts, policies and coverage booklets, provide interpretations and recommendations.
- c. Provide general guidance on trends in benefits offered and eligibility requirements.
- d. Act as broker of record for legacy insurance policies as needed.

2. Communications

- a. Assist in coordinating open enrollment efforts for voluntary insurance policies.
- b. Review vendor's plan summaries and other materials for benefit accuracy and basic compliance.

- c. Assist in communicating the resources available through the flexible spending account, wellness, and employee assistance programs, with the goal of expanding the utilization of each program.
- d. Provide assistance in the development and analysis of surveys to acquire employee feedback on the performance of plans.
- 3. Meeting Attendance & General Availability
 - a. Provide prompt and effective responses to ad hoc requests from County staff for information or analysis.
 - b. Assist County staff with technical issues affecting the administration and processing procedures of the benefit programs as they arise, including plan document interpretation and eligibility determination.
- 4. Legal & Regulatory Compliance Support and Updates
 - a. Notify the County of necessary steps towards compliance with new legislation impacting County the Section 125 and Section 132 Flexible Spending Programs.
 - b. Review plan documents and internal County policies to ensure compliance with appropriate laws and regulations and to ensure that the County is adhering to industry best practices. Make recommendations regarding necessary amendments to plan documents or internal policies and assist in their preparation.
 - c. On an annual basis, audit the County's current benefits administration practices (including, but not limited to, forms and communications to participants) to ensure compliance with applicable laws and regulations, as well as applicable plan documents and internal policies. Make recommendations regarding necessary changes to current practices.
 - d. Assist in an advisory capacity in reviewing and ruling on appeals from members covered by the County's Cafeteria Plan (includes Health Insurance and Flexible Spending Accounts).

II. **VENDOR RELATIONS:**

- 1. RFQ/RFP Process
 - a. Develop requests for quotations (RFQ) for Insurance Policies and requests for proposals (RFP) for Program Administrators/Providers in compliance with County purchasing requirements.
 - b. Compile a Bidder List of viable providers for current programs.
 - c. Review and evaluate vendor responses to RFP and contact vendor references.
 - d. Present a summary of the results to the County and make finalist recommendations, if applicable.
 - e. Assist in negotiating agreements with selected vendors.
 - f. Facilitate the transition to new vendor.
- 2. Vendor Management
 - a. Establish appropriate vendor performance guarantees in collaboration with the County.
 - b. Ensure that vendors are in compliance with the terms of their agreement with the County and monitor performance guarantees.
 - c. Upon request of County staff or whenever appropriate, act as a liaison between the County and vendors, including but not limited to, participating in problem resolution and strategic planning.
 - d. Conduct strategic meetings or conference calls with vendors and County staff to discuss performance, opportunities, and updates, no less than once per quarter.
 - e. Monitor insurance companies for financial solvency where applicable.

VENDOR RESPONSE SECTION

Vendor shall provide the following information in a separate section of their proposal entitled "VENDOR RESPONSE SECTION". Vendors shall restate each question then provide the vendor response.

1. Describe your firm's capabilities and qualifications as they relate to the programs described in the Scope of Work and list any characteristics of your firm that you feel make it unique from other employee benefits consulting firms.
 - a. How long has your firm provided consultant services as described in the Scope of Work?
 - b. Is your firm qualified and licensed (if applicable) to conduct business in California? Please provide appropriate documentation.
2. If the principal consultant were to leave your firm, how would service be provided? How soon would a new principal consultant be assigned to the County's account? Will you agree to give the County the right of approval of any staff member assigned to this account?
3. What resources do your firm have available in the area of developing employee communications? Provide an example of communication materials developed by your organization for use in a client's health benefit communication campaigns, including Open Enrollment and New Employee Orientation materials.
4. Does your firm publish newsletters and other informative publications that are routinely provided to clients? Have you prepared reviews of topics related to the health, life insurance and actuarial fields that are routinely provided to your clients? Describe your publication and provide sample copies.
5. Provide a description of any electronic or internet-based tools your firm provides to clients.
6. Describe your firm's view of the role wellness programs have on controlling health care costs. What resources and tools do you offer clients around wellness initiatives? What service does your firm provide for developing a Wellness Program?
7. Indicate your firm's ability to frequently (at minimum 8-10 times annually) meet face-to-face to discuss industry, regulatory and service issues with County of Fresno, including meetings with County executive and benefits staff, Health Benefit Advisory Council meetings, and other venues.
8. How many days of advance notice would your company require in order to attend ad-hoc meetings? Do you have any limitations with attending face to face meetings?
9. What is your firm's policy/standard for returning phone calls and providing responses to emails or written questions?
10. Describe your firm's experience with labor contract negotiations, as well as with a joint labor/management task force or committee.
11. Describe your firm's experience and expertise with the Patient Protection and Affordable Care Act (ACA). How have you provided assistance to your clients in monitoring compliance with the ACA?
12. Detail your ability to monitor regulatory and legislative developments at both the state and federal level as well as how your firm alerts clients of changes and assists in compliance. Describe or provide examples of these communications.
13. Describe your firm's legal research capabilities and ability to provide legal opinions. Does your firm have access to a benefits attorney who could render opinions to the County?
14. Tell us how you monitor and report on provider performance. Provide a sample of provider performance reports your firm has completed for current clients.

15. Discuss your firm's experience conducting RFP/RFQ processes for health, life, and disability insurance carriers, as well as flexible spending account administrators. How many RFP projects for these providers/services did your firm complete in 2013, 2014, and 2015 for your clients?
16. Does your firm have a conflict of interest policy? If so, please provide a copy. Also, please describe any conflicts that have arisen within the firm and how they were resolved.
17. Please list any potential conflicts of interest that your firm foresees if you are selected as the successful Bidder or state affirmatively that you foresee none.
18. If your firm proposes to offset its fees through commissions on voluntary insurance products, discuss how your method of compensation will be transparent and reported to the County. How frequently will your firm report its commission-based revenue to the County?
19. Describe your company's organization, philosophy, management and provide a brief history. Describe your contractual relationships, if any, with organizations necessary to your proposal's implementation (e.g. actuarial services, data information services).
20. Provide the name(s) and title of all staff to be assigned to perform the work for the County of Fresno and a brief statement as to why each consultant is qualified to provide services to the County. The County understands that certain consultants will assist in certain areas of services, for example, consultants who perform a claims audit would not be expected to assist in the selection of vendors on which audits would be performed. Identify the area(s) of expertise for each consultant.
21. Provide the Number and location of offices, and total number of employees. State whether any of the services described herein will be performed at any firm office outside California, and if so, what services will be performed outside the State and where these services will be performed.
22. Confirm that you serve as a consultant or broker, independently, and are not affiliated with any insurance company, third party administrative agency or provider network.
23. A list of California public agencies your firm has provided similar services to within the past three (3) years. List the number of employees for each agency. Include the contact person and phone number for each agency listed.
24. Current Workload: Provide a listing of your individuals/firms current and projected workload. The bidder shall include a graph or other informational diagram/format indicating the allocated and available man-hours. Indicate how the County of Fresno account will fit into the total workload of the Consultant during the contract period.
25. It is expected that the final agreement between the winning bidder and the County will be in the model County contract format (Attachment C). Please list any exceptions your firm has to the terms and conditions of the model contract and the reasons. If there are no exceptions, please affirmatively state that there are no exceptions.
26. License Sanctions: List any regulatory or license agency sanctions within the past five (5) years.

COST PROPOSAL

Option 1 – Annual Consulting Fees WITHOUT Commissions from Voluntary Insurance Products; Broker of Record service is not provided

- A. Provide the annual flat fee retainer to provide consultant services to the County as described in the Scope of Work.
- B. Please provide pricing for the two contract terms described below and describe any details regarding guarantees for all proposed pricing.
 - (a) Three-year contract term with two one-year renewals.
 - (b) Five-year contract term.
 - (c) Will your firm guarantee pricing during the length of each contract term?
- C. List all possible administrative charges that would not be included in the flat rate fee structure.

Option 2 – Annual Consulting Fees WITH Commissions from Voluntary Insurance Products; Broker of Record service is provided

- A. Provide all information requested in Option 1 above.
- B. Identify any and all potential revenues associated with broker of record services that would offset the fees to provide consultant services to the County as described in the Scope of Work. Please note that all commissions are **required** to be disclosed to the County to ensure maximum transparency.
- C. Future commissions from the universal life, disability and critical illness policies through Trustmark may be reassigned. The future commissions are as follows:
 - (a) Universal Life: 5% per year
 - (b) Disability: 6% per year
 - (c) Critical Illness: 11% per year

Please note that there are no commissions on the long-term disability insurance policy through Met Life and that the commissions on the current life insurance policies through CSAC-EIA and the personal property insurance policies through Liberty Mutual are not able to be reassigned.

PROPOSAL CONTENT REQUIREMENTS

It is important that the vendor submit his/her proposal in accordance with the format and instructions provided under this section. Doing so will facilitate the evaluation of the proposal. It will limit the possibility of a poor rating due to the omission or mis-categorization of the requested information. Responding in the requested format will enhance the evaluation team's item by item comparison of each proposal item. The vendor's proposal may be placed at a disadvantage if submitted in a format other than that identified below.

Bidders are requested to submit their proposals in a binder (one that allows for easy removal of pages) with index tabs separating the sections identified. Each page should be numbered.

Each binder is to be clearly marked on the cover with the proposal name, number, closing date, "Original" or "Copy", and bidder's name.

Merely offering to meet the specifications is insufficient and will not be accepted. Each bidder shall submit a complete proposal with all information requested. Supportive material may be attached as appendices. All pages, including the appendices, must be numbered.

Vendors are instructed not to submit confidential, proprietary and related information within the request for proposal. If you are submitting trade secrets, it must be submitted in a separate binder clearly marked "TRADE SECRETS", see Trade Secret Acknowledgement section.

The content and sequence of the proposals will be as follows:

- I. RFP PAGE 1 AND ADDENDUM(S) PAGE 1 (IF APPLICABLE) completed and signed by participating individual or agency.
- II. COVER LETTER: A one-page cover letter and introduction including the company name and address of the bidder and the name, address and telephone number of the person or persons to be used for contact and who will be authorized to make representations for the bidder.
 - A. Whether the bidder is an individual, partnership or corporation shall also be stated. It will be signed by the individual, partner, or an officer or agent of the corporation authorized to bind the corporation, depending upon the legal nature of the bidder. A corporation submitting a proposal may be required before the contract is finally awarded to furnish a certificate as to its corporate existence, and satisfactory evidence as to the officer or officers authorized to execute the contract on behalf of the corporation.
- III. TABLE OF CONTENTS
- IV. CONFLICT OF INTEREST STATEMENT: The Contractor may become involved in situations where conflict of interest could occur due to individual or organizational activities that occur within the County. **The Contractor must provide a statement addressing the potential, if any, for conflict of interest and indicate plans, if applicable, to address potential conflict of interest.** This section will be reviewed by County Counsel for compliance with conflict of interest as part of the review process. The Contractor shall comply with all federal, state and local conflict of interest laws, statutes and regulations.
- V. TRADE SECRET:
 - A. Sign where required.
- VI. CERTIFICATION – DISCLOSURE – CRIMINAL HISTORY & CIVIL ACTIONS
- VII. REFERENCES
- VIII. PARTICIPATION

- IX. EXCEPTIONS: This portion of the proposal will note any exceptions to the requirements and conditions taken by the bidder. If exceptions are not noted, the County will assume that the bidder's proposals meet those requirements. The exceptions shall be noted as follows:
- A. Exceptions to General Conditions.
 - B. Exceptions to General Requirements.
 - C. Exceptions to Specific Terms and Conditions.
 - D. Exceptions to Scope of Work.
 - E. Exceptions to Proposal Content Requirements.
 - F. Exceptions to any other part of this RFP.
- X. VENDOR COMPANY DATA: This section should include:
- A. A narrative which demonstrates the vendor's basic familiarity or experience with problems associated with this service/project.
 - B. Descriptions of any similar or related contracts under which the bidder has provided services.
 - C. Descriptions of the qualifications of the individual(s) providing the services.
 - D. Any material (including letters of support or endorsement) indicative of the bidder's capability.
 - E. A brief description of the bidder's current operations, and ability to provide the services.
 - F. Copies of the audited Financial Statements for the last three (3) years for the agency or program that will be providing the service(s) proposed. If audited statements are not available, compiled or reviewed statements will be accepted with copies of three years of corresponding federal tax returns. This information is to be provided after the RFP closes, if requested. **Do not provide with your proposal.**
 - G. Describe all contracts that have been terminated before completion within the last five (5) years:
 - 1. Agency contract with
 - 2. Date of original contract
 - 3. Reason for termination
 - 4. Contact person and telephone number for agency
 - H. Describe all lawsuit(s) or legal action(s) that are currently pending; and any lawsuit(s) or legal action(s) that have been resolved within the last five (5) years:
 - 1. Location filed, name of court and docket number
 - 2. Nature of the lawsuit or legal action
 - I. Describe any payment problems that you have had with the County within the past three (3) years:
 - 1. Funding source
 - 2. Date(s) and amount(s)
 - 3. Resolution
 - 4. Impact to financial viability of organization.
- XI. SCOPE OF WORK:
- A. Bidders are to use this section to describe the essence of their proposal.
 - B. This section should be formatted as follows:

1. A general discussion of your understanding of the project, the Scope of Work proposed and a summary of the features of your proposal.
 2. A detailed description of your proposal as it relates to each item listed under the "Scope of Work" section of this RFP. Bidder's response should be stated in the same order as are the "Scope of Work" items. Each description should begin with a restatement of the "Scope of Work" item that it is addressing. Bidders must explain their approach and method of satisfying each of the listed items.
 - C. When reports or other documentation are to be a part of the proposal a sample of each must be submitted. Reports should be referenced in this section and submitted in a separate section entitled "REPORTS."
 - D. A complete description of any alternative solutions or approaches to accomplishing the desired results.
- XII. COST PROPOSAL: Quotations may be prepared in any manner to best demonstrate the worthiness of your proposal. Include details and rates/fees for all services, materials, equipment, etc. to be provided or optional under the proposal.
- XIII. CHECK LIST

AWARD CRITERIA

Selection of the winning bidder will be based on the following criteria. Please note that the list below is not ordered by level of importance; proposals will be judged on how well they meet all of the criteria.

COST

- A. Cost, as submitted in the Cost Proposal section. Please note that the County intends to award the contract to the proposing firm whose proposal is determined to be most advantageous to the County, taking into account both technical merit and price.

CAPABILITY AND QUALIFICATIONS

- A. Completeness of Response: Responses to this RFP must be complete and include all proposal content requirements identified within this RFP and subsequent addenda (if applicable).
- B. Proposing firm's inclination and ability to accept the terms and conditions of the model County of Fresno contract.
- C. The vendor has demonstrated that it has the qualifications, including staff, experience and resources to provide the consultation services requested by the County.
- D. The service descriptions address all the areas identified in the RFP, including the services as set forth in the Scope of Work that will fulfill County's consultation service needs.
- E. The vendor has clearly explained its knowledge and understanding of the needs of the County associated with providing the services requested, including:
 - 1. The broad landscape of employee health benefits;
 - 2. Employee Benefits product markets;
 - 3. Applicable laws, regulations, statutes; and
 - 4. Effective operating principles required to provide this consulting service.
- F. The vendor has current relevant experience in a comparable California County or similar public agency.

MANAGEMENT PLAN

- A. The vendor has demonstrated that its organizational plan and management structure are adequate and appropriate for comprehensive implementation of the requested consultation services.

CHECK LIST

This Checklist is provided to assist vendors in the preparation of their RFP response. Included in this list, are important requirements and is the responsibility of the bidder to submit with the RFP package in order to make the RFP compliant. Because this checklist is just a guideline, the bidder must read and comply with the RFP in its entirety.

Check off each of the following:

1. _____ All signatures must be in **blue ink**.
2. _____ The Request for Proposal (RFP) has been signed and completed.
3. _____ Addenda, if any, have been completed, signed and included in the bid package.
4. _____ **One (1) original plus seven (7) copies** of the RFP have been provided.
5. _____ Provide a Conflict of Interest Statement.
6. _____ The completed *Trade Secret Form* as provided with this RFP (Confidential/Trade Secret Information, if provided must be in a separate binder).
7. _____ The completed *Criminal History Disclosure Form* as provided with this RFP.
8. _____ The completed *Participation Form* as provided with this RFP.
9. _____ The completed *Reference List* as provided with this RFP.
10. _____ Indicate all of bidder exceptions to the County's requirements, conditions and specifications as stated within this RFP.
11. _____ Lastly, on the **LOWER LEFT HAND CORNER** of the sealed envelope, box, etc. transmitting your bid include the following information:

County of Fresno RFP No.	964-5439
Closing Date:	March 10, 2016
Closing Time:	2:00 P.M.
Commodity or Service:	Employee Benefits Consultant Services

Return Checklist with your RFP response.

ATTACHMENTS

- A. Current Health Insurance Enrollment**
- B. Current Other Benefits Enrollment**
- C. Model County Contract**
- D. Gallagher Benefit Services Agreement**
- E. 2016 Health Plans Agenda Item**
- F. 2016 OE Active Packet**
- G. 2016 OE Retiree Packet**
- H. 2016 OE Cobra Packet**

HEALTH PLAN ENROLLMENT (01/01/2016)							
Active Employees	Active Enrollment	Dependent Enrollment	Total Enrollment	Retirees	Retiree Enrollment	Dependent Enrollment	Total Enrollment
Plan & Enrollment Tier	Enrollment	Enrollment	Enrollment	Plan & Enrollment Tier	Enrollment	Enrollment	Enrollment
Actives SJVIA/Anthem HMO				Retiree SJVIA/Anthem HDPPO			
Employee Only	1669			Retiree Only	159		
Employee + Spouse	400			Retiree + Spouse	28		
Employee + Children	1093			Retiree + Children	2		
Employee + Family	427			Retiree + Family	8		
Active HMO Subtotal	3,589	4,185	7,774	Retiree HDPPO Subtotal	197	55	252
Actives SJVIA/Anthem PPO				Retiree SJVIA/Kaiser			
Employee Only	153			Retiree Only	3		
Employee + Spouse	21			Retiree + Spouse	0		
Employee + Children	7			Retiree + Children	0		
Employee + Family	0			Retiree + Family	0		
Active PPO Subtotal	181	27	208	Retiree Kaiser Subtotal	3	0	3
Actives SJVIA/Anthem HDPPO				Retiree Medicare - Hartford			
Employee Only	378			Retiree Only	387		
Employee + Spouse	16			Retiree + Spouse	102		
Employee + Children	9			Retiree Hartford Subtotal	489	103	592
Employee + Family	11						
Active HDPPO Subtotal	414	56	470	Retiree Medicare Kaiser High			
Actives SJVIA/Kaiser				Retiree Only	255		
Employee Only	751			Retiree + Spouse	94		
Employee + Spouse	94			Medicare Kaiser High Subtotal	349	93	442
Employee + Children	347						
Employee + Family	98			Retiree Medicare Kaiser Low			
Active Kaiser Subtotal	1,290	1,166	2,456	Retiree Only	53		
				Retiree + Spouse	14		
Total Active Employees	5,474	5,434	10,908	Medicare Kaiser Low Subtotal	67	14	81
Waived Coverage				Total Retirees	1,105	265	1,370
Full Time Active Employees	501						
Retirees	5806			Combined Total Enrollment - Active			
					Primary	Dependents	Total
					6,579	5,699	12,278

Other Benefits Enrollment (12/21/2015)	
<u>Disability</u>	Enrollment
State Disability Insurance Benefits	5,990
Mandatory LTD for Management employees - Met Life	488
Mandatory Disability Total	6,478
<u>Life</u>	Enrollment
Mandatory Life/ADD policy for all employees - CSAC-EIA - \$8,000	5,494
Mandatory Life for Management employees - CSAC-EIA - \$51,000	488
Mandatory Life/ADD policy for Unit 30 employees - CSAC-EIA - \$41,000	103
Mandatory Life Total	6,085
<u>Other Voluntary Policies</u>	Enrollment
Optional Life/ADD policy for Units 19, 22 and 36 employees - CSAC-EIA - \$50,000	206
Short-term Disability - Trustmark	318
Universal Life Insurance - Trustmark	917
Critical Illness - Trustmark	253
Auto Insurance - Liberty Mutual	284
Home Insurance - Liberty Mutual	269
Voluntary Benefits Total	2,247
<u>Flexible Spending Account Participants</u>	Enrollment
Health Care	1,600
Dependent Care	146
Parking/Transportation	33
Flexible Spending Total	1,779

A G R E E M E N T

THIS AGREEMENT is made and entered into this ____ day of [Month], [Year], by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY", and [Contractor], a (Type of business) (Note to County staff: Type of business the contractor is; such as a corporation – including the state in which they are incorporated, e.g., a California corporation; a partnership; a private, non-profit corporation; or a sole proprietorship), whose address is "[Contractor's Address]", hereinafter referred to as "CONTRACTOR".

W I T N E S S E T H:

(Add WHEREAS Clauses) (Note to County staff: explains the need/purpose for the contract and the process by which the Contractor was chosen)

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions herein contained, the parties hereto agree as follows:

1. OBLIGATIONS OF THE CONTRACTOR

A.

B. (etc.)

2. OBLIGATIONS OF THE COUNTY

A.

B. (etc.)

3. TERM

The term of this Agreement shall be for a period of three (3) years, commencing on (Effective Date) through and including (Last day of three year period). This Agreement may be extended for two (2) additional consecutive twelve (12) month periods upon written approval of both parties no later than thirty (30) days prior to the first day of the next twelve (12) month extension period. The (Title of department head) or his or her designee is authorized to execute such written approval on behalf of COUNTY based on CONTRACTOR'S satisfactory performance.

1 4. TERMINATION

2 A. Non-Allocation of Funds - The terms of this Agreement, and the services to
3 be provided hereunder, are contingent on the approval of funds by the appropriating government
4 agency. Should sufficient funds not be allocated, the services provided may be modified, or this
5 Agreement terminated, at any time by giving the CONTRACTOR thirty (30) days advance written
6 notice.

7 B. Breach of Contract - The COUNTY may immediately suspend or terminate
8 this Agreement in whole or in part, where in the determination of the COUNTY there is:

- 9 1) An illegal or improper use of funds;
10 2) A failure to comply with any term of this Agreement;
11 3) A substantially incorrect or incomplete report submitted to the
12 COUNTY;
13 4) Improperly performed service.

14 In no event shall any payment by the COUNTY constitute a waiver by the COUNTY
15 of any breach of this Agreement or any default which may then exist on the part of the
16 CONTRACTOR. Neither shall such payment impair or prejudice any remedy available to the
17 COUNTY with respect to the breach or default. The COUNTY shall have the right to demand of
18 the CONTRACTOR the repayment to the COUNTY of any funds disbursed to the CONTRACTOR
19 under this Agreement, which in the judgment of the COUNTY were not expended in accordance
20 with the terms of this Agreement. The CONTRACTOR shall promptly refund any such funds upon
21 demand.

22 C. Without Cause - Under circumstances other than those set forth above,
23 this Agreement may be terminated by COUNTY upon the giving of thirty (30) days advance written
24 notice of an intention to terminate to CONTRACTOR.

25 5. COMPENSATION/INVOICING: (Note to County staff: If sales tax is
26 applicable and to be paid to an out-of-state vendor, it must be separated from the total
27 compensation and the vendor must have a California Sales Tax Permit Number.) COUNTY
28 agrees to pay CONTRACTOR and CONTRACTOR agrees to receive compensation as follows:

1 "[Enter compensation]". CONTRACTOR shall submit monthly invoices in triplicate to the County
2 of Fresno "[Enter Department Name]".

3 In no event shall services performed under this Agreement be in excess of
4 "[Enter maximum contract amount]" during the term of this Agreement. It is understood that all
5 expenses incidental to CONTRACTOR'S performance of services under this Agreement shall be
6 borne by CONTRACTOR. (Note to County staff: If the number of days within which payment
7 must be made is specified, this paragraph must provide for payment after a minimum of forty-five
8 (45) days from date of receipt of invoice by the COUNTY.)

9 6. INDEPENDENT CONTRACTOR: In performance of the work, duties and
10 obligations assumed by CONTRACTOR under this Agreement, it is mutually understood and
11 agreed that CONTRACTOR, including any and all of the CONTRACTOR'S officers, agents, and
12 employees will at all times be acting and performing as an independent contractor, and shall act in
13 an independent capacity and not as an officer, agent, servant, employee, joint venturer, partner, or
14 associate of the COUNTY. Furthermore, COUNTY shall have no right to control or supervise or
15 direct the manner or method by which CONTRACTOR shall perform its work and function.
16 However, COUNTY shall retain the right to administer this Agreement so as to verify that
17 CONTRACTOR is performing its obligations in accordance with the terms and conditions thereof.

18 CONTRACTOR and COUNTY shall comply with all applicable provisions of
19 law and the rules and regulations, if any, of governmental authorities having jurisdiction over
20 matters the subject thereof.

21 Because of its status as an independent contractor, CONTRACTOR shall have
22 absolutely no right to employment rights and benefits available to COUNTY employees.
23 CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, its
24 employees all legally-required employee benefits. In addition, CONTRACTOR shall be solely
25 responsible and save COUNTY harmless from all matters relating to payment of
26 CONTRACTOR'S employees, including compliance with Social Security withholding and all other
27 regulations governing such matters. It is acknowledged that during the term of this Agreement,
28 CONTRACTOR may be providing services to others unrelated to the COUNTY or to this

1 Agreement.

2 7. MODIFICATION: Any matters of this Agreement may be modified from time
3 to time by the written consent of all the parties without, in any way, affecting the remainder.

4 8. NON-ASSIGNMENT: Neither party shall assign, transfer or sub-contract this
5 Agreement nor their rights or duties under this Agreement without the prior written consent of the
6 other party.

7 9. HOLD HARMLESS: CONTRACTOR agrees to indemnify, save, hold
8 harmless, and at COUNTY'S request, defend the COUNTY, its officers, agents, and employees
9 from any and all costs and expenses, damages, liabilities, claims, and losses occurring or
10 resulting to COUNTY in connection with the performance, or failure to perform, by
11 CONTRACTOR, its officers, agents, or employees under this Agreement, and from any and all
12 costs and expenses, damages, liabilities, claims, and losses occurring or resulting to any person,
13 firm, or corporation who may be injured or damaged by the performance, or failure to perform,
14 of CONTRACTOR, its officers, agents, or employees under this Agreement.

15 10. INSURANCE
16 Without limiting the COUNTY's right to obtain indemnification from
17 CONTRACTOR or any third parties, CONTRACTOR, at its sole expense, shall maintain in full
18 force and effect, the following insurance policies or a program of self-insurance, including but not
19 limited to, an insurance pooling arrangement or Joint Powers Agreement (JPA) throughout the
20 term of the Agreement:

21 A. Commercial General Liability
22 Commercial General Liability Insurance with limits of not less than One
23 Million Dollars (\$1,000,000) per occurrence and an annual aggregate of Two Million Dollars
24 (\$2,000,000). This policy shall be issued on a per occurrence basis. COUNTY may require
25 specific coverages including completed operations, products liability, contractual liability,
26 Explosion-Collapse-Underground, fire legal liability or any other liability insurance deemed
27 necessary because of the nature of this contract.

1 B. Automobile Liability

2 Comprehensive Automobile Liability Insurance with limits for bodily injury of
3 not less than Two Hundred Fifty Thousand Dollars (\$250,000.00) per person, Five Hundred
4 Thousand Dollars (\$500,000.00) per accident and for property damages of not less than Fifty
5 Thousand Dollars (\$50,000.00), or such coverage with a combined single limit of Five Hundred
6 Thousand Dollars (\$500,000.00). Coverage should include owned and non-owned vehicles used
7 in connection with this Agreement.

8 C. Professional Liability

9 If CONTRACTOR employs licensed professional staff, (e.g., Ph.D., R.N.,
10 L.C.S.W., M.F.C.C.) in providing services, Professional Liability Insurance with limits of not less
11 than One Million Dollars (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00)
12 annual aggregate.

13 D. Worker's Compensation

14 A policy of Worker's Compensation insurance as may be required by the
15 California Labor Code.

16 CONTRACTOR shall obtain endorsements to the Commercial General Liability
17 insurance naming the County of Fresno, its officers, agents, and employees, individually and
18 collectively, as additional insured, but only insofar as the operations under this Agreement are
19 concerned. Such coverage for additional insured shall apply as primary insurance and any other
20 insurance, or self-insurance, maintained by COUNTY, its officers, agents and employees shall be
21 excess only and not contributing with insurance provided under CONTRACTOR's policies herein.
22 This insurance shall not be cancelled or changed without a minimum of thirty (30) days advance
23 written notice given to COUNTY.

24 Within Thirty (30) days from the date CONTRACTOR signs and executes this
25 Agreement, CONTRACTOR shall provide certificates of insurance and endorsement as stated
26 above for all of the foregoing policies, as required herein, to the County of Fresno, (Name and
27 Address of the official who will administer this contract), stating that such insurance coverage have
28 been obtained and are in full force; that the County of Fresno, its officers, agents and employees

will not be responsible for any premiums on the policies; that such Commercial General Liability insurance names the County of Fresno, its officers, agents and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned; that such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by COUNTY, its officers, agents and employees, shall be excess only and not contributing with insurance provided under CONTRACTOR's policies herein; and that this insurance shall not be cancelled or changed without a minimum of thirty (30) days advance, written notice given to COUNTY.

In the event CONTRACTOR fails to keep in effect at all times insurance coverage as herein provided, the COUNTY may, in addition to other remedies it may have, suspend or terminate this Agreement upon the occurrence of such event.

All policies shall be issued by admitted insurers licensed to do business in the State of California, and such insurance shall be purchased from companies possessing a current A.M. Best, Inc. rating of A FSC VII or better.

11. AUDITS AND INSPECTIONS: The CONTRACTOR shall at any time during business hours, and as often as the COUNTY may deem necessary, make available to the COUNTY for examination all of its records and data with respect to the matters covered by this Agreement. The CONTRACTOR shall, upon request by the COUNTY, permit the COUNTY to audit and inspect all of such records and data necessary to ensure CONTRACTOR'S compliance with the terms of this Agreement.

If this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be subject to the examination and audit of the Auditor General for a period of three (3) years after final payment under contract (Government Code Section 8546.7).

12. NOTICES: The persons and their addresses having authority to give and receive notices under this Agreement include the following:

COUNTY

COUNTY OF FRESNO

[click here to enter County Address]

[click here to enter County Address]

CONTRACTOR

[click here to enter Contractor]

[click here to enter Contractor Address]

[click here to enter Contractor Address]

[click here to enter County City/State] [click here to enter Contractor City/State]

All notices between the COUNTY and CONTRACTOR provided for or permitted under this Agreement must be in writing and delivered either by personal service, by first-class United States mail, by an overnight commercial courier service, or by telephonic facsimile transmission. A notice delivered by personal service is effective upon service to the recipient. A notice delivered by first-class United States mail is effective three COUNTY business days after deposit in the United States mail, postage prepaid, addressed to the recipient. A notice delivered by an overnight commercial courier service is effective one COUNTY business day after deposit with the overnight commercial courier service, delivery fees prepaid, with delivery instructions given for next day delivery, addressed to the recipient. A notice delivered by telephonic facsimile is effective when transmission to the recipient is completed (but, if such transmission is completed outside of COUNTY business hours, then such delivery shall be deemed to be effective at the next beginning of a COUNTY business day), provided that the sender maintains a machine record of the completed transmission. For all claims arising out of or related to this Agreement, nothing in this section establishes, waives, or modifies any claims presentation requirements or procedures provided by law, including but not limited to the Government Claims Act (Division 3.6 of Title 1 of the Government Code, beginning with section 810).

13. GOVERNING LAW: Venue for any action arising out of or related to this Agreement shall only be in Fresno County, California.

The rights and obligations of the parties and all interpretation and performance of this Agreement shall be governed in all respects by the laws of the State of California.

14. DISCLOSURE OF SELF-DEALING TRANSACTIONS

This provision is only applicable if the CONTRACTOR is operating as a corporation (a for-profit or non-profit corporation) or if during the term of the agreement, the CONTRACTOR changes its status to operate as a corporation.

Members of the CONTRACTOR's Board of Directors shall disclose any self-dealing transactions that they are a party to while CONTRACTOR is providing goods or

1 performing services under this agreement. A self-dealing transaction shall mean a transaction
2 to which the CONTRACTOR is a party and in which one or more of its directors has a material
3 financial interest. Members of the Board of Directors shall disclose any self-dealing
4 transactions that they are a party to by completing and signing a Self-Dealing Transaction
5 Disclosure Form, attached hereto as Exhibit A and incorporated herein by reference, and
6 submitting it to the COUNTY prior to commencing with the self-dealing transaction or
7 immediately thereafter.

8 15. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement
9 between the CONTRACTOR and COUNTY with respect to the subject matter hereof and
10 supersedes all previous Agreement negotiations, proposals, commitments, writings,
11 advertisements, publications, and understanding of any nature whatsoever unless expressly
12 included in this Agreement. *[If applicable, add the following: In the event of any inconsistency in
13 interpreting the documents which constitute this Agreement, the inconsistency shall be resolved
14 by giving precedence in the following order of priority: (1) the text of this Agreement (excluding
15 Attachment "A", the COUNTY'S Request for Quotation/Proposal No. "[Enter RFQ/RFP No.]" and
16 the CONTRACTOR'S Quote/Proposal in response thereto); (2) Attachment "A"; (3) the
17 COUNTY'S Request for Quotation/Proposal No. "[Enter RFQ/RFP No.>"; and (4) the
18 CONTRACTOR'S quotation/proposal made in response to COUNTY'S Request for
19 Quotation/Proposal No. "[Enter RFQ/RFP No.].]*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as
of the day and year first hereinabove written.

CONTRACTOR**COUNTY OF FRESNO**

(Authorized Signature)

Gary E. Cornuelle
Purchasing Manager

Print Name & Title

Mailing Address

DATE:

DATE:

REVIEWED & RECOMMENDED FOR APPROVAL

Department Head's Signature

APPROVED AS TO LEGAL FORM

APPROVED AS TO ACCOUNTING FORM

County Counsel

Auditor-Controller/Treasurer-Tax Collector

FOR ACCOUNTING USE ONLY:

ORG No.: [click to type type org]
Account No.: [click to type type account]
Requisition No.: [click to type requisition number]

FCMC 10/12

C:\USERS\SJOHNSTON\APPDATA\LOCAL\MICROSOFT\WINDOWS\TEMPORARY INTERNET
FILES\CONTENT.OUTLOOK\WJ9QZLO2\ATTACHMENT C - MODEL COUNTY CONTRACT.DOC

IN WITNESS WHEREOF, the parties hereto have executed this Agreement
as of the day and year first hereinabove written.

CONTRACTOR**COUNTY OF FRESNO**

(Authorized Signature)

Chairman, Board of Supervisors

Print Name & Title

Mailing Address

DATE:

DATE:

REVIEWED & RECOMMENDED FOR APPROVAL

Department Head's Signature

APPROVED AS TO LEGAL FORM

APPROVED AS TO ACCOUNTING FORM

County Counsel

Auditor-Controller/Treasurer-Tax Collector

FOR ACCOUNTING USE ONLY:

ORG No.: [click to type type org]

Account No.: [click to type type account]

Requisition No.: [click to type requisition number]

FCMC 06/11

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HEALTH BENEFIT SERVICES A G R E E M E N T

THIS AGREEMENT is made and entered into this 5th day of June, 2012, by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY", and Gallagher Benefit Services, Inc., whose address is 45 E. Park Place West, Suite 408, Fresno, CA 93720, hereinafter referred to as "CONTRACTOR".

WHEREAS, employee health and benefit related Federal and State regulations are subject to legislative changes; and

WHEREAS, the health and benefit industry is a fluid market with many new alternative products being offered; and,

WHEREAS, the COUNTY has a need for employee health and benefit plan consulting services to assist the COUNTY in ensuring regulatory compliance and identifying and evaluating all health care and benefit plans alternatives; and

WHEREAS, CONTRACTOR has the knowledge and skills to provide employee health and benefit programs consulting services.

NOW, THEREFORE, the parties hereto agree as follows:

COUNTY hereby engages CONTRACTOR, and CONTRACTOR hereby accepts such engagement, to perform those services specified in this Agreement required in connection with the health and benefit programs consultation services under the terms and subject to conditions provided in the Agreement. In the performance of the Agreement, CONTRACTOR will utilize systems, practices and procedures which recognize the specific health and benefit programs consultation services required.

W I T N E S S E T H:

1. OBLIGATIONS OF THE CONTRACTOR

A. CONTRACTOR shall, under this Agreement, provide COUNTY Employee Benefit Plan (hereinafter referred as "Benefits Plan") consultation services as described in COUNTY's Request for Proposal (RFP) number 964-5031 (including Addendums 1,2 and 3)

1 attached hereto as Exhibit A and incorporated herein by reference, and CONTRACTOR's
2 proposed response to said RFP, attached hereto as Exhibit B and incorporated by reference,
3 including but not limited to:

4 1) Administrative Services including strategic plan design, vendor
5 administrative oversight, legal compliance and legislative updates, review Evidence of Coverage
6 and Summary Plan documents, and provide health and benefit plan education resources and
7 services;

8 2) Data Analysis and Reporting Services, including review of prior-year's
9 utilization information to prepare models/data showing trends on claims and utilization including
10 medical, dental, vision and pharmaceutical (mail order and retail) coverages and provide
11 recommendation to the COUNTY for optimizing future health benefits while controlling costs;

12 3) Conduct ongoing health benefit plans claims and utilization analysis,
13 interpret outcomes and develop reports for the COUNTY;

14 4) Vendor Relations Services including health benefit plans (and other
15 benefit plans as requested) RFP and contract development; health and benefit plans initial and
16 renewal analysis and negotiations; review of vendor contracts, participation in vendor meetings
17 and services to assist in management of vendor compliance, and monitoring vendor performance
18 guarantees and service delivery;

19 5) Actuarial and Underwriting Services including actuarial cost projects
20 for various health benefit plan design features, actuarially developed rates for self-funded
21 programs, analyze rates developed by the San Joaquin Valley Insurance Authority, prepare
22 financial projections from alternative benefit designs and/or employee contributions;

23 6) Voluntary Benefits Consultation Services including life, disability and
24 other voluntary benefits market analysis, COUNTY voluntary benefit assessments and analysis,
25 plan design recommendations, voluntary benefit RFP and contract development, potential vendor
26 analysis, and act as Broker of Record for plans executed with COUNTY;

27 7) Meet frequently (at a minimum 12-15 times annually) face-to-face
28 with COUNTY to discuss industry, regulatory and service issues, including meetings with the

1 COUNTY executive and benefits staffs and Health Benefit Advisory Counsel; and

2 8) Acts on behalf of the COUNTY, as needed, between COUNTY and
3 health and benefits plan vendors.

4 2. OBLIGATIONS OF THE COUNTY

5 COUNTY will authorize its health and benefit plans vendors to provide CONTRACTOR with
6 current health and benefits plan data and necessary information, including but not limited to the
7 following:

8 A. COUNTY will direct CONTRACTOR in preparing the content/scope to be
9 specified in any health and benefit RFP and/or RFP to current insurance carriers for renewing the
10 provision of benefits each currently provides to active employees and retiree members (living both
11 in and outside California) and their dependents. The COUNTY shall provide final approval of
12 requests for quote (RFQ) and/or RFP before release to potential vendors;

13 B. Health and benefit plans contracts, enrollment and relevant reports and
14 data as required for CONSULTANT to provide consultation services.

15 COUNTY will make CONTRACTOR broker of record on all assignable ancillary/voluntary
16 benefits currently in place and will direct ancillary/voluntary commissions to CONTRACTOR.
17 CONTRACTOR shall also be assigned broker of record on any new policies placed by
18 CONTRACTOR and shall receive commissions earned from those policies.

19 3. TERM

20 A. This Agreement shall become effective on the 5th day of June, 2012 and
21 shall terminate on the 4th day of June, 2015.

22 B. This Agreement shall automatically be extended for a period of not more
23 than two (2) additional one (1) year terms beyond termination date upon the same terms and
24 conditions herein set forth unless either the COUNTY or the CONTRACTOR gives at least thirty
25 (30) days advance written notice prior to the expiration of the term.

26 4. TERMINATION

27 A. Non-Allocation of Funds - The terms of this Agreement, and the services to
28 be provided thereunder, are contingent on the approval of funds by the appropriating government

1 agency. Should sufficient funds not be allocated, the services provided may be modified, or this
2 Agreement terminated, at any time by giving the CONTRACTOR thirty (30) days advance written
3 notice.

4 B. Breach of Contract - The COUNTY may immediately suspend or terminate
5 this Agreement in whole or in part, where in the determination of the COUNTY there is:

- 6 1) An illegal or improper use of funds;
7 2) A failure to comply with any term of this Agreement;
8 3) A substantially incorrect or incomplete report submitted to the
9 COUNTY;
10 4) Improperly performed service.

11 In no event shall any payment by the COUNTY constitute a waiver by the COUNTY
12 of any breach of this Agreement or any default which may then exist on the part of the
13 CONTRACTOR. Neither shall such payment impair or prejudice any remedy available to the
14 COUNTY with respect to the breach or default. The COUNTY shall have the right to demand of
15 the CONTRACTOR the repayment to the COUNTY of any funds disbursed to the CONTRACTOR
16 under this Agreement, which in the judgment of the COUNTY were not expended in accordance
17 with the terms of this Agreement. The CONTRACTOR shall promptly refund any such funds upon
18 demand.

19 C. Without Cause - Under circumstances other than those set forth above,
20 this Agreement may be terminated by COUNTY upon the giving of thirty (30) days advance written
21 notice of an intention to terminate to CONTRACTOR.

22 5. COMPENSATION/INVOICING

23 COUNTY agrees to pay CONTRACTOR and CONTRACTOR agrees to
24 receive compensation as follows: COUNTY elects CONTRACTOR's annual fee under Scenario 2
25 as proposed by CONTRACTOR in Exhibit B, which annual fee is \$45,000 each year
26 CONTRACTOR performs the Scope of Services set forth in Exhibit A. Benefits plan consultation
27 services shall include Ancillary/Voluntary benefits consulting, and COUNTY will make
28 CONTRACTOR broker of record on all assignable Ancillary/Voluntary benefits currently in place

1 and any new policies placed by CONTRACTOR with commissions being directed to
2 CONTRACTOR. The combination of the consulting fee and Ancillary/Voluntary commissions
3 received by CONTRACTOR shall not exceed \$80,000 annually. Any excess commissions
4 received by CONTRACTOR will be applied to offset or eliminate the annual consulting fee.
5 CONTRACTOR shall submit monthly invoices, in arrears, to the County of Fresno Personnel
6 Services-Employee Benefits, 2220 Tulare Street, 14th Floor, Fresno, CA 93721. Invoice terms
7 shall be Net 45 days.

8 In no event shall services performed under this Agreement be in excess of
9 \$225,000 during the term of this Agreement. It is understood that all expenses incidental to
10 CONTRACTOR'S performance of services under this Agreement shall be borne by
11 CONTRACTOR.

12 6. GUARANTEE

13 CONTRACTOR warrants that it will perform the Scope of Services set forth in
14 Exhibit A to the satisfaction of the COUNTY. If in the sole determination of the COUNTY, the
15 COUNTY is not satisfied with CONTRACTOR's performance of Scope of Services, then COUNTY
16 shall provide written notice to CONTRACTOR of said dissatisfaction. Said written notice may be
17 provided to CONTRACTOR at any time during any current Year of Service period, but not later
18 than 30 days after the ending of the Year of Service period for which COUNTY's determination of
19 dissatisfaction applies. Not later than 45 days following CONTRACTOR's receipt of said notice of
20 dissatisfaction from COUNTY, CONTRACTOR shall reimburse the COUNTY an amount not to
21 exceed 10% of the total annual fee for that Year of Service.

22 7. INDEPENDENT CONTRACTOR

23 In performance of the work, duties and obligations assumed by
24 CONTRACTOR under this Agreement, it is mutually understood and agreed that CONTRACTOR,
25 including any and all of the CONTRACTOR'S officers, agents, and employees will at all times be
26 acting and performing as an independent contractor, and shall act in an independent capacity and
27 not as an officer, agent, servant, employee, joint venturer, partner, or associate of the COUNTY.
28 Furthermore, COUNTY shall have no right to control or supervise or direct the manner or method

1 by which CONTRACTOR shall perform its work and function. However, COUNTY shall retain the
2 right to administer this Agreement so as to verify that CONTRACTOR is performing its obligations
3 in accordance with the terms and conditions thereof.

4 CONTRACTOR and COUNTY shall comply with all applicable provisions of
5 law and the rules and regulations, if any, of governmental authorities having jurisdiction over
6 matters the subject thereof.

7 Because of its status as an independent contractor, CONTRACTOR shall have
8 absolutely no right to employment rights and benefits available to COUNTY employees.

9 CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, its
10 employees all legally-required employee benefits. In addition, CONTRACTOR shall be solely
11 responsible and save COUNTY harmless from all matters relating to payment of
12 CONTRACTOR'S employees, including compliance with Social Security withholding and all other
13 regulations governing such matters. It is acknowledged that during the term of this Agreement,
14 CONTRACTOR may be providing services to others unrelated to the COUNTY or to this
15 Agreement.

16 8. MODIFICATION

17 Any matters of this Agreement may be modified from time to time by the written
18 consent of all the parties without, in any way, affecting the remainder.

19 9. NON-ASSIGNMENT

20 Neither party shall assign, transfer or sub-contract this Agreement nor their
21 rights or duties under this Agreement without the prior written consent of the other party.

22 10. HOLD HARMLESS

23 CONTRACTOR agrees to indemnify, save, hold harmless, and at COUNTY'S
24 request, defend the COUNTY, its officers, agents, and employees from any and all costs and
25 expenses, damages, liabilities, claims, and losses occurring or resulting to COUNTY in connection
26 with the performance, or failure to perform, by CONTRACTOR, its officers, agents, or employees
27 under this Agreement, and from any and all costs and expenses, damages, liabilities, claims, and
28 losses occurring or resulting to any person, firm, or corporation who may be injured or damaged

1 by the performance, or failure to perform, of CONTRACTOR, its officers, agents, or employees
2 under this Agreement.

3 11. INSURANCE

4 Without limiting the COUNTY's right to obtain indemnification from
5 CONTRACTOR or any third parties, CONTRACTOR, at its sole expense, shall maintain in full
6 force and effect, the following insurance policies throughout the term of the Agreement:

7 A. Commercial General Liability

8 Commercial General Liability Insurance with limits of not less than One
9 Million Dollars (\$1,000,000) per occurrence and an annual aggregate of Two Million Dollars
10 (\$2,000,000). This policy shall be issued on a per occurrence basis. COUNTY may require
11 specific coverages including completed operations, products liability, contractual liability,
12 Explosion-Collapse-Underground, fire legal liability or any other liability insurance deemed
13 necessary because of the nature of this contract.

14 B. Automobile Liability

15 Comprehensive Automobile Liability Insurance with limits for bodily injury of
16 not less than Two Hundred Fifty Thousand Dollars (\$250,000.00) per person, Five Hundred
17 Thousand Dollars (\$500,000.00) per accident and for property damages of not less than Fifty
18 Thousand Dollars (\$50,000.00), or such coverage with a combined single limit of Five Hundred
19 Thousand Dollars (\$500,000.00). Coverage should include owned and non-owned vehicles used
20 in connection with this Agreement.

21 C. Professional Liability

22 If CONTRACTOR employs licensed professional staff, (e.g., Ph.D., R.N.,
23 L.C.S.W., M.F.C.C.) in providing services, Professional Liability Insurance with limits of not less
24 than One Million Dollars (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00)
25 annual aggregate.

26 D. Workers' Compensation

27 A policy of Workers' Compensation insurance as may be required by the
28 California Labor Code.

1 CONTRACTOR shall obtain endorsements to the Commercial General Liability
2 insurance naming the County of Fresno, its officers, agents, and employees, individually and
3 collectively, as additional insured, but only insofar as the operations under this Agreement are
4 concerned. Such coverage for additional insured shall apply as primary insurance and any other
5 insurance, or self-insurance, maintained by COUNTY, its officers, agents and employees shall be
6 excess only and not contributing with insurance provided under CONTRACTOR's policies herein.
7 This insurance shall not be cancelled or changed without a minimum of thirty (30) days advance
8 written notice given to COUNTY.

9 Within Thirty (30) days from the date CONTRACTOR signs and executes this
10 Agreement, CONTRACTOR shall provide certificates of insurance and endorsement as stated
11 above for all of the foregoing policies, as required herein, to the County of Fresno, (Employee
12 Benefits Manager, Personnel Services, 2220 Tulare Street, 14th Floor, Fresno, CA 93721), stating
13 that such insurance coverage have been obtained and are in full force; that the County of Fresno,
14 its officers, agents and employees will not be responsible for any premiums on the policies; that
15 such Commercial General Liability insurance names the County of Fresno, its officers, agents and
16 employees, individually and collectively, as additional insured, but only insofar as the operations
17 under this Agreement are concerned; that such coverage for additional insured shall apply as
18 primary insurance and any other insurance, or self-insurance, maintained by COUNTY, its
19 officers, agents and employees, shall be excess only and not contributing with insurance provided
20 under CONTRACTOR's policies herein; and that this insurance shall not be cancelled or changed
21 without a minimum of thirty (30) days advance, written notice given to COUNTY.

22 In the event CONTRACTOR fails to keep in effect at all times insurance
23 coverage as herein provided, the COUNTY may, in addition to other remedies it may have,
24 suspend or terminate this Agreement upon the occurrence of such event.

25 All policies shall be issued by admitted insurers licensed to do business in the
26 State of California, and such insurance shall be purchased from companies possessing a current
27 A.M. Best, Inc. rating of A FSC VII or better.

12. AUDITS AND INSPECTIONS

The CONTRACTOR shall at any time during business hours, and as often as the COUNTY may deem necessary, make available to the COUNTY for examination all of its records and data with respect to the matters covered by this Agreement. The CONTRACTOR shall, upon request by the COUNTY, permit the COUNTY to audit and inspect all of such records and data necessary to ensure CONTRACTOR'S compliance with the terms of this Agreement.

If this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be subject to the examination and audit of the Auditor General for a period of three (3) years after final payment under contract (Government Code Section 8546.7).

13. NOTICES

The persons and their addresses having authority to give and receive notices under this Agreement include the following:

COUNTY
COUNTY OF FRESNO
Paul Nerland
2220 Tulare Street, 14th Floor
Fresno, CA 93721

CONTRACTOR
GALLAGHER BENEFIT SERVICES, INC.
LeRov H. Tucker, Jr., Area President
45 E. Park Place West, Suite 408
Fresno, CA 93720

Any and all notices between the COUNTY and the CONTRACTOR provided for or permitted under this Agreement or by law shall be in writing and shall be deemed duly served when personally delivered to one of the parties, or in lieu of such personal services, when deposited in the United States Mail, postage prepaid, addressed to such party.

14. GOVERNING LAW

Venue for any action arising out of or related to this Agreement shall only be in Fresno County, California.

The rights and obligations of the parties and all interpretation and performance of this Agreement shall be governed in all respects by the laws of the State of California.

15. DISCLOSURE OF SELF-DEALING TRANSACTIONS

This provision is only applicable if the CONTRACTOR is operating as a

1 corporation (a for-profit or non-profit corporation) or if during the term of this agreement, the
2 CONTRACTOR changes its status to operate as a corporation.

3 Members of the CONTRACTOR'S Board of Directors shall disclose any self-
4 dealing transactions that they are a party to while CONTRACTOR is providing goods or
5 performing services under this agreement. A self-dealing transaction shall mean a transaction to
6 which the CONTRACTOR is a party and in which one or more of its directors has a material
7 financial interest. Members of the Board of Directors shall disclose any self-dealing transactions
8 that they are a party to by completing and signing a Self-Dealing Transaction Disclosure Form
9 identified as Exhibit C hereto, which is incorporated by reference and made part hereof, and
10 submitting it to the COUNTY prior to commencing with the self-dealing transaction or immediately
11 thereafter.

12
13 16. ENTIRE AGREEMENT

14 This Agreement constitutes the entire agreement between the CONTRACTOR
15 and COUNTY with respect to the subject matter hereof and supersedes all previous Agreement
16 negotiations, proposals, commitments, writings, advertisements, publications, and understanding
17 of any nature whatsoever unless expressly included in this Agreement. In the event of any
18 inconsistency in interpreting the documents which constitute this Agreement, the inconsistency
19 shall be resolved by giving precedence in the following order of priority: (1) the text of this
20 Agreement; (2) the COUNTY'S Request for Proposal No. 964-5031, including Addendums No. 1,
21 2 and 3, (Exhibit A); (3) the CONTRACTOR'S proposal made in response to COUNTY'S Request
22 for Proposal No. 964-5031(Exhibit B).

1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of
2 the day and year first hereinabove written.

3 CONTRACTOR

COUNTY OF FRESNO

4 GALLAGHER BENEFIT SERVICES, INC.

5 John J. Conner
6 (Authorized Signature)

Deborah A. Pothigian
Chairman, Board of Supervisors 6/5/12

7 John J. Conner, CFO
8 Print Name & Title (Chairman of the Board, or
President, or any Vice President)

9 DATE: 5/15/2012

ATTEST:

BERNICE E. SEIDEL, Clerk
Board of Supervisors

10 James W. Durkin, Jr.
11 (Authorized Signature)

By Kelly G. Crum
Deputy

12 James W. Durkin, Jr. President
13 Print Name & Title (Secretary (of Corporation), or
14 any Assistant Secretary)

15 DATE: 5/15/12


16 45 E. River Park Place West, Suite 408

17 Fresno, CA 93720

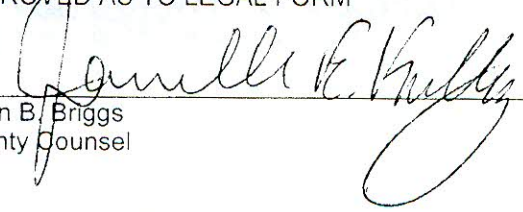
18 Mailing Address

25 PLEASE SEE ADDITIONAL SIGNATURE PAGE ATTACHED
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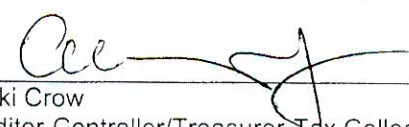
1 REVIEWED & RECOMMENDED FOR APPROVAL

2 
3 Beth Bandy
4 Deputy Director of Personnel Services

5 APPROVED AS TO LEGAL FORM

6 
7 Kevin B. Briggs
8 County Counsel

9 APPROVED AS TO ACCOUNTING FORM

10 
11 Vicki Crow
12 Auditor-Controller/Treasurer-Tax Collector

13 FOR ACCOUNTING USE ONLY:

14
15 ORG No.: 89250200
16 Account No.: 7295 – Professional & Sp. Serv.
17 Requisition No.: 8921200135
18

19 G:\EB\EMPLOYEE BENEFITS\AGENDA ITEMS\2012\HEALTH BENEFIT CONSULTATION SERVICES - GALLAGHER\2012 GALLAGHER AGREEMENT_FINAL.DOC
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Board Agenda Item 44

DATE: October 27, 2015

TO: Board of Supervisors

SUBMITTED BY: Paul Nerland, Interim Director of Personnel Services

SUBJECT: County Health Plans for Plan Year 2016

RECOMMENDED ACTION(S):

1. Authorize the Chairman to execute Participation Agreement with the San Joaquin Valley Insurance Authority (SJVIA), for the purpose of participating in the SJVIA health insurance (Anthem Blue Cross and Kaiser), pharmacy program (US Script), dental insurance (Delta Dental) and vision insurance (Vision Service Plan) for employees and retirees, effective December 7, 2015 through December 31, 2016.
2. Authorize the Chairman to execute an Agreement with Kaiser Permanente for group medical services for the period January 1, 2016 through December 31, 2016, for retirees.
3. Authorize the Chairman to execute an Agreement with Hartford for group medical services for the period January 1, 2016 through December 31, 2016, for retirees.
4. Authorize the Chairman to execute an Agreement with Express Scripts for Part D Medicare prescription services for the period January 1, 2016 through December 31, 2016, for retirees.
5. Authorize the Chairman to execute an Agreement with Chimienti & Associates Insurance Services for Medicare retiree eligibility, billing, and accounting services, effective January 1, 2016 through December 31, 2016.
6. Approve the biweekly premiums for active employees and dependents for Plan Year 2016, effective December 7, 2015 (Exhibit A).
7. Approve the monthly premiums for retirees and dependents for Plan Year 2016, effective January 1, 2016 (Exhibit B).
8. Authorize the Director of Personnel Services, or designee, to execute related health plan documents, agreements, amendments, thereto, subject to review and approval by County Counsel and the Auditor-Controller/Treasurer-Tax Collector.

ALTERNATIVE ACTION(S):

Your Board may choose to consider benefit modifications that would reduce premiums but increase copayments or deductibles.

SUSPENSION OF COMPETITION/SOLE SOURCE CONTRACT:

On June 16, 2015, your Board made a finding that it was in the best interest of the County to waive the

competitive bidding process consistent with Administrative Policy No. 34 under the “unusual or extraordinary circumstances” exception for the solicitation of health benefits plan proposals for Plan Year 2016. This allowed the County the flexibility needed to negotiate directly with health insurance providers and maximize cost effective alternatives that best meet the needs of the County, its active employees, retirees, and their dependents.

FISCAL IMPACT:

Appropriations and related projected revenue of \$73.3 million has been included in the Risk Management Org. 8925 FY 2015-16 Adopted Budget for pass-through health insurance premiums of County employees, retirees, and dependent coverage. Of this amount, approximately \$64.5 million is for active employees and \$8.8 million is for retirees.

In accordance with Budget Instructions, County Departments included appropriations in their FY 2015-16 Adopted Budgets for the County-portion of active employee premiums. However, the net County cost (NCC) for this contract period is subject to the County contribution applied toward the total premium rate as well as the funding source(s) for each County department/Org (i.e. NCC vs. grant/state/federal funded departments/Orgs). The County contribution is subject to the meet and confer process and staff will return to your Board to approve that amount at its conclusion.

DISCUSSION:

The discussion will summarize options considered and recommended actions by category.

1. Health Plans - Active & Pre-65 Retirees:

- a. Anthem Blue Cross (SJVIA): Since Plan Year 2010, the County has participated in the San Joaquin Valley Insurance Authority (SJVIA). The SJVIA is a Joint Powers Authority and has allowed for lower fixed costs and additional value-added services. The SJVIA Board approved rate increases of 13.15% for the Anthem Blue Cross HMO and 4.90% for the Anthem Blue Cross PPO and HDPPO (active employees and pre-65 retirees) for Plan Year 2016. This includes prescription coverage through US Script and mandated cost increases by the Patient Protection & Affordable Care Act (PPACA).
- b. Kaiser (SJVIA): Kaiser proposed, and the SJVIA Board approved, a rate increase of 7.74% for Plan Year 2016.
- c. Administrative Services (SJVIA): The SJVIA continues to offer additional services as part of the total rate structure, including COBRA Administration and Billing, Family Medical Leave Act (FMLA) Billing and Consolidated Eligibility/Billing Services. Recommended Action 5 would execute the Chimienti & Associates contract which is in the second year of a three-year rate guarantee to match pricing and services offered through the SJVIA, ensuring consistency and efficiency in services offered with the health plans.

Recommended rates for Anthem Blue Cross and Kaiser are detailed in Exhibits A and B and summarized in Exhibit C. The Health Rate Change reflects the rate increase for only the health plans; the Overall Rate Change is the aggregate and includes the following components in addition to the health rates: vision, mental health, dental coverage, life insurance and health administration.

2. Health Plans - Post-65 / Medicare Retirees:

The County offers two types of plans to Medicare eligible retirees called Medicare Supplemental (Hartford/Express Scripts) and Medicare Advantage (Kaiser Senior Advantage High/Low). After evaluating options available and with valuable input from retirees participating in the Health Benefits Advisory Committee (HBAC), the following recommendation is being made:

- a. That the County maintain and continue to offer a Medicare Supplemental plan through Hartford/Express Scripts with an increase of 6.92% and two Medicare Advantage plans through Kaiser Senior Advantage with a decrease to the Kaiser High plan of 0.79% and a decrease to the Kaiser Low plan of 0.88%. The County has received positive feedback from retirees enrolled in the plans.

Recommended rates for Hartford/Express Scripts and Kaiser are included in Exhibit B and summarized in Exhibit C. The Overall Rate Change includes the following components in addition to the health rates: vision, dental coverage and health administration.

3. Dental Plans (SJVIA):

For 2016, Delta Dental through the SJVIA offered a rate decrease of 4.11% for the DPPO plan and an increase of 5.38% for the DHMO plan. The DHMO offers a limited network of providers in exchange for enhanced coverage, whereas the DPPO offers access to an expanded network of providers and specialists in exchange for higher deductibles. The dental renewal rate change is summarized in Exhibit C.

Recommended Action 1 would authorize the Chair to execute a Participation Agreement with the SJVIA which would include Delta Dental DPPO and DHMO for Plan Year 2016.

4. Vision Plan (SJVIA):

Employees enrolled in the Anthem Blue Cross HMO, PPO and HDPPO, pre-65 retirees enrolled in the Anthem Blue Cross HDPPO, and post-65 retirees enrolled in the Hartford/Express Scripts plan all receive vision coverage through the SJVIA and an agreement with Vision Service Plan (VSP). VSP offered a rate pass (no increase) with small benefit modifications for 2016 approved by the SJVIA Board, and this is included in Recommended Action 1.

OTHER REVIEWING AGENCIES:

The Health Benefits Advisory Committee (HBAC) has reviewed the recommendations contained in this item. The Auditor-Controller/Treasurer-Tax Collector has reviewed and approved the health administration rates included in Recommended Actions 6 and 7.

REFERENCE MATERIAL:

BAI #53, June 16, 2015 - Solicitation of Health Benefits Plan Proposals for 2016
BAI #25, October 7, 2014 - County Health Plans and Rates for Plan Year 2015
BAI #35, July 9, 2013 - Amended & Restated SJVIA Agreement
BAI #9, October 6, 2009 - SJVIA Agreement jointly purchasing health insurance

ATTACHMENTS INCLUDED AND/OR ON FILE:

Exhibit A
Exhibit B
Exhibit C

CAO ANALYST:

Sonia De La Rosa

ACTIVE EMPLOYEE AND DEPENDENT PREMIUMS - BIWEEKLY
Effective Pay Period Beginning December 7, 2015

	Anthem Blue Cross HMO		Anthem Blue Cross PPO		Anthem Blue Cross HDPPO		Kaiser HMO	
	US Scripts RX		US Scripts RX		Anthem RX		Kaiser RX	
	Anthem Mental Health		Anthem Mental Health		Anthem Mental Health		Kaiser Mental Health	
	VSP Vision		VSP Vision		VSP Vision		Kaiser Vision	
	Delta Dental DPPO	DeltaCare DHMO	Delta Dental DPPO	DeltaCare DHMO	Delta Dental DPPO	DeltaCare DHMO	Delta Dental DPPO	DeltaCare DHMO
Employee Only	\$345.85	\$334.20	\$443.43	\$431.78	\$257.33	\$245.68	\$330.52	\$318.87
Employee + Spouse	\$606.20	\$589.02	\$915.49	\$898.31	\$529.15	\$511.97	\$579.46	\$562.28
Employee + Child(ren)	\$535.71	\$523.43	\$829.01	\$816.73	\$474.44	\$462.16	\$512.11	\$499.83
Employee + Family	\$796.01	\$777.45	\$1,259.94	\$1,241.38	\$718.85	\$700.29	\$761.05	\$742.49

Please note: The employee rates are the biweekly premium totals and do not reflect the biweekly employee cost, which is the total premiums less the County contribution. The County contribution is negotiated with employee bargaining units separately.

RETIREE AND DEPENDENT PREMIUMS - MONTHLY

Effective January 1, 2016

	Anthem BC HDPPO		Kaiser HMO	
	Anthem BC RX		Kaiser RX	
	Anthem BC Mental Health		Kaiser Mental Health	
	VSP Vision		Kaiser Vision	
	Delta Dental DPPO	DeltaCare DHMO	Delta Dental DPPO	DeltaCare DHMO
Non-Medicare Retirees (Under Age 65)				
Retiree Only	\$762.72	\$737.47	\$1,281.47	\$1,256.22
Retiree + Spouse	\$1,335.18	\$1,297.95	\$2,326.34	\$2,289.11
Retiree + Child(ren)	\$1,181.04	\$1,154.42	\$1,955.47	\$1,928.85
Retiree + Family	\$1,751.30	\$1,711.07	\$2,975.25	\$2,935.02

	Hartford / Benistar		Kaiser Senior Adv. - High		Kaiser Senior Adv. - Low	
	Express Scripts RX		Kaiser RX		Kaiser RX	
	Hartford Mental Health		Kaiser Mental Health		Kaiser Mental Health	
	VSP Vision		Kaiser Vision		Kaiser Vision	
	Delta Dental DPPO	DeltaCare DHMO	Delta Dental DPPO	DeltaCare DHMO	Delta Dental DPPO	DeltaCare DHMO
Medicare Retirees (Over Age 65)						
Retiree Only	\$552.95	\$527.70	\$382.55	\$357.30	\$351.75	\$326.50
Retiree (M) + Spouse (M)	\$1,068.82	\$1,031.59	\$729.29	\$692.06	\$667.69	\$630.46

Medical Renewal Rate Change Summary – Active and Pre-65 Retirees

Health Plan Option	Health Rate Change	Overall Rate Change
ACTIVE EMPLOYEES		
Anthem Blue Cross HMO	+ 13.15%	+ 13.26%
Anthem Blue Cross PPO	+ 4.90%	+ 5.25%
Anthem Blue Cross HDPPO	+ 4.90%	+ 5.53%
Kaiser HMO	+ 7.74%	+ 8.13%
PRE-65 NON-MEDICARE RETIREES		
Anthem Blue Cross HDPPO	+ 4.90%	+ 5.49%
Kaiser HMO	+ 7.74%	+ 7.99%

Medical Renewal Rate Change Summary – Post-65 / Medicare Retirees

Health Plan Option	Health Rate Change	Overall Rate Change
Hartford / Express Scripts	+ 6.92%	+ 7.64%
Kaiser Senior Advantage – High	- 0.79%	+ 1.09%
Kaiser Senior Advantage – Low	- 0.88%	+ 1.20%

Dental Renewal Rate Change Summary

Dental Plan Option	Dental Rate Change
Delta Dental – DPPO	- 4.11%
DeltaCare – DHMO	+ 5.38%

OPEN ENROLLMENT

OCTOBER 28 –
NOVEMBER 13, 2015



EMPLOYEES PLAN YEAR 2016



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DATES TO REMEMBER

October 28th	October 28th	November 13th	December 4th	December 7th
OPEN ENROLLMENT BEGINS	HEALTH & WELLNESS FAIR	OPEN ENROLLMENT ENDS	OPT OUT FORMS DUE	NEW PLAN YEAR BEGINS



WEDNESDAY, OCTOBER 28, 2015

7:30 am — 2:00 pm

(County Plaza Building Ballroom)

This is your opportunity to obtain information from several different vendors all at one location.

FREE flu shots will be provided on a first come, first served basis due to limited availability.

ANY QUESTIONS?

Please contact Employee Benefits at (559) 600-1810 or email us at Personnel-Benefits@co.fresno.ca.us. Additionally, you can visit our Open Enrollment website at www.co.fresno.ca.us/openenrollment. The site is very informative and includes detailed summaries, provider information, rates, forms and much more!

FREQUENTLY ASKED QUESTIONS

What is Open Enrollment?

Open Enrollment is the one time during the year that you may make changes to your health insurance plans, add or delete dependents without a qualifying event, and enroll in the dependent care and/or health care flexible spending accounts for the 2016 plan year.

What changes are there for plan year 2016?

There are no health plan changes for the 2016 plan year. If you do not wish to enroll, make any changes to the health insurance plans you are currently enrolled in, opt out, or enroll in an FSA, no action is required on your part.

How do I make changes to my health insurance plan or enroll in a Flexible Spending Account (FSA)?

You can make changes to your health insurance or enroll in an FSA one of the following ways:

Option 1: Login to PeopleSoft on a County Computer and use the Self Service feature under Main Menu, then click on Benefits followed by Benefits Enrollment. Tutorials are available at co.fresno.ca.us/openenrollment.

Option 2: Complete the applicable form(s) and submit to Employee Benefits, along with any required supporting documents via:

- ♦ **Email:** Personnel-Benefits@co.fresno.ca.us
- ♦ **Fax:** (559) 455-4787
- ♦ **In person:** On the 14th Floor of the County Plaza Building
- ♦ **Stop mail:** Stop 188
- ♦ **USPS mail:** 2220 Tulare Street, 14th Floor, Fresno, CA 93721

Please note: All forms *and* supporting documents, excluding opt out forms, must be received by Employee Benefits no later than 5:00pm on Friday, November 13, 2015. Employee Benefits is not responsible for forms sent through stop mail or USPS mail that are lost or delayed and therefore not received by the deadline. It is your responsibility to ensure that all forms and supporting documents, if applicable, are received by the deadline. In order to confirm receipt of forms and/or supporting documents, please contact Employee Benefits at (559) 600-1810 or email Personnel-Benefits@co.fresno.ca.us.

Can I opt out of the County's health insurance plan?

All employees who wish to opt out during the 2016 plan year (**including those that are currently opted out**), **must** submit a completed 2016 Opt Out Form *and* provide current, written proof of other employer-sponsored group health insurance coverage. Proof is subject to approval by Employee Benefits staff and **must** include the employee's name.

All opt out forms *and* supporting documents must be received by Employee Benefits no later than 5:00pm on Friday, December 4, 2015.

When do Open Enrollment changes take effect?

Health plan changes you make during Open Enrollment will take effect on December 7, 2015 and applicable premium changes will appear on your December 31, 2015 paycheck. Flexible Spending Account changes will take effect January 1, 2016 and deductions will first appear on your January 15, 2016 paycheck.

Continued on next page

Continued from previous page

Who is eligible to be covered on my health insurance plan?

Below is a list of eligible dependents and the supporting documents required to add them to your health insurance plan. Dependent children are eligible until they reach 26 years of age.

ELIGIBLE DEPENDENTS	REQUIRED DOCUMENT(S)
Spouse ¹	A copy of the Certified Marriage Certificate
Registered Domestic Partner	A copy of the Declaration of Domestic Partnership filed with the California Secretary of State
Child	A copy of the Certified Birth Certificate
Adopted Child	A copy of the Adoption Order or the Certified Birth Certificate
Stepchild	A copy of the Certified Birth Certificate and a copy of the Certified Marriage Certificate or Declaration of Domestic Partnership showing your spouse or registered domestic partner as the child's parent
Child of Legal Guardianship	A copy of the Letters of Guardianship filed with the courts

Please note: The required documents listed above must be submitted each time a dependent is added to your health insurance, regardless if the dependent has been covered under your plan previously.

Can I make changes to my health insurance plan once Open Enrollment closes?

Once Open Enrollment closes, plan changes will only be permitted if you experience a qualifying event (e.g. loss or gain of other employer-sponsored coverage, marriage, birth of a child, etc.) as defined by the IRS. If you experience a qualifying event, you must submit the required documentation to Employee Benefits within thirty (30) days of the qualifying event date. For more information on qualifying events, please contact Employee Benefits.

FLEXIBLE SPENDING ACCOUNTS (FSA)

FSAs allow you to set aside money from your paycheck on a pretax basis to pay for medical and dependent care, transit and parking expenses.

A **Health Care FSA** is used to pay for out-of-pocket medical, dental, vision and prescription expenses for you, your spouse and any of your eligible tax dependents (even if they are on a different insurance plan). Check the Eligible Expense list at www.asiflex.com for more information. You can set aside up to **\$2,550** per year in the Health Care FSA and use these dollars for eligible expenses you incur throughout the year.*

A **Dependent Care FSA** is used to pay for work-related child care expenses, and expenses for older tax dependents who are not capable of self-care. Eligible expenses include daycare, summer day camps (overnight camps are NOT eligible), babysitting, before and after school care, nursery school, preschool and Pre-K expenses that are primarily for the protection and well-being of the dependent. You can set aside up to **\$5,000** per household, per calendar year (\$2,500 if married and filing separate income tax returns).*

A **Transit and Parking FSA** is used to pay for work-related commuting expenses, such as bus, train, subway, van pooling and even parking expenses. You can set aside up to **\$250** per month into your parking account.* You can set aside up to **\$130** per month into your transit/van pooling account.*

***Note: The monthly and annual limits are set by the IRS each year and are subject to change.**

¹ The term "spouse" includes same-sex spouses, pursuant to IRS Revenue Ruling 2013-17.

BIWEEKLY PREMIUMS

As of the date of publication, negotiations were not completed for the County contribution toward biweekly health insurance premiums. Therefore, the 2015 contribution rates of \$223 per pay period for employee only coverage, \$318 for employee plus spouse coverage, \$318 for employee plus child(ren) coverage, and \$323 for employee plus family coverage are included on this chart for comparison purposes only. Upon completion of negotiations and Board approval, the 2016 rates, including County contribution, will be made available.

These rates do not apply to part-time employees who are eligible for health insurance. For a copy of part-time rates, please visit the Open Enrollment website at www.co.fresno.ca.us/openenrollment or call Employee Benefits at (559) 600-1810.

The premiums listed below are paid by the employee via payroll deduction on a biweekly basis.

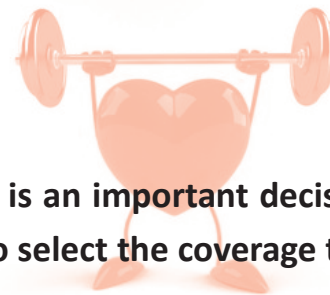
PLAN 1			PLAN 2		
Medical/Mental Health	Anthem Blue Cross HMO		Anthem Blue Cross PPO		
Prescription	US Script		US Script		
Vision	Vision Service Plan (VSP)		Vision Service Plan (VSP)		
Dental Plans	Delta Dental	DeltaCare USA	Delta Dental	DeltaCare USA	
	DPPO	or DHMO	DPPO	or DHMO	
EMPLOYEE COST			EMPLOYEE COST		
Employee Only	\$122.85	\$111.20	\$220.43	\$208.78	
Employee + Spouse	\$288.20	\$271.02	\$597.49	\$580.31	
Employee + Child(ren)	\$217.71	\$205.43	\$511.01	\$498.73	
Employee + Family	\$473.01	\$454.45	\$936.94	\$918.38	
PLAN 3			PLAN 4		
Medical/Mental Health	Anthem Blue Cross HDPPPO		Kaiser Permanente		
Prescription	Anthem Blue Cross		Kaiser Permanente		
Vision	Vision Service Plan (VSP)		Kaiser Permanente		
Dental Plans	Delta Dental	DeltaCare USA	Delta Dental	DeltaCare USA	
	DPPO	or DHMO	DPPO	or DHMO	
EMPLOYEE COST			EMPLOYEE COST		
Employee Only	\$34.33	\$22.68	\$107.52	\$95.87	
Employee + Spouse	\$211.15	\$193.97	\$261.46	\$244.28	
Employee + Child(ren)	\$156.44	\$144.16	\$194.11	\$181.83	
Employee + Family	\$395.85	\$377.29	\$438.05	\$419.49	

As an employee, the health benefits available to you represent a significant component of your compensation package. They provide important protection for you and your family in case of illness or injury.

The County offers a series of health coverage options. Choosing a health coverage option is an important decision. To help you make an informed choice, your plan makes available a Summary of Benefits and Coverage (SBC), which summarizes important information about any health coverage option in a standard format to help you compare options.

The SBC is available on the web at www.co.fresno.ca.us/summarybenefits. A copy is also available, free of charge, by calling Employee Benefits at (559) 600-1810.

MEDICAL COVERAGE



Choosing a medical plan that is right for you and your family is an important decision. The County of Fresno offers four (4) different plans to allow you to select the coverage that best meets your needs.

	ANTHEM BC HMO	ANTHEM BC PPO (IN-NETWORK)	ANTHEM BC HDPPO (IN-NETWORK)	KAISER PERMANENTE
Individual Deductible	\$0	\$250 Plan Year	\$3,000 Calendar Year	\$0
Family Deductible	\$0	\$500 Plan Year	\$6,000 Calendar Year	\$0
Preventive Care	\$0	\$0	\$0	\$0
Office Visit Copay	\$15	\$20	\$0 After Deductible	\$15
Emergency Room Visit	\$100	\$100	\$0 After Deductible	\$100
Inpatient	\$0	\$0	\$0 After Deductible	\$0
X-ray and Lab	\$0	\$0	\$0 After Deductible	\$0
Allergy Testing	\$0	\$0	\$0 After Deductible	\$15
Chiropractic	\$10	\$0	\$0 After Deductible	\$10
Mental Health Inpatient	\$0	\$0	\$0 After Deductible	\$0
Mental Health Outpatient	\$15	\$20	\$0 After Deductible	\$15

This chart is only a summary of benefits. Please see the Evidence of Coverage (EOC) for a full description of benefits. If there are any discrepancies between this summary and the EOC, the EOC will prevail.

PRESCRIPTION COVERAGE

Under US Script, you may receive prescriptions through major pharmacies including, but not limited to: CVS, Rite Aid, Walmart, Costco, Target and in-network independent pharmacies. You can also fill your ninety (90) day prescription at any of the following chains: CVS, Walmart, Rite Aid, and Walgreens.

	US SCRIPT	US SCRIPT	ANTHEM BLUE CROSS	KAISER PERMANENTE
Generic	\$10	\$10	\$0 After Deductible	\$10
Preferred/Brand	\$20	\$20	\$0 After Deductible	\$20
Non-Preferred	\$35	\$35	\$0 After Deductible	N/A

DENTAL / ORTHODONTIC COVERAGE

Good oral hygiene is important to your overall health. The County of Fresno offers two (2) choices in dental plans: Delta Dental DPPO, which is a fee-for-service plan with the best discounts provided within the Delta Dental DPPO network; and DeltaCare USA DHMO which has set copays for services when provided by your primary care dentist. The DeltaCare USA DHMO has far fewer providers, but costs less than Delta Dental DPPO.

	DELTA DENTAL DPPO	DELTACARE USA DHMO
Annual Deductible	\$50 Per Person / \$150 Per Family	No Deductible
Maximum Benefits	\$2,500 Per Person Per Year	No Annual Maximum
Preventive Services	0% PPO Provider / 10% Non-PPO Provider	\$0 Most Services
Basic Services	10% PPO Provider / 10% Non-PPO Provider	\$0 Most Services *Copay may be required for upgraded materials/services
Major Services (Includes Periodontic, Endodontic, and Oral Surgery)	50%	\$0 Most Services *Copay may be required for upgraded materials/services
Orthodontia		
Child	\$1,660 Copay	\$1,700 Copay
Adult	\$1,880 Copay	\$1,900 Copay
	Once per lifetime Max 24 months of treatment	Pre- and post-treatment services have additional copayments

VISION COVERAGE

If you are in an Anthem health plan, your vision insurance is through Vision Service Plan (VSP). Eye exams support eye health and overall health. It is important to have an exam once a year to ensure that your eyes are healthy.

	IN-NETWORK	OUT-OF-NETWORK
Exam Copay / Frequency	\$10 / Every 12 Months	Up to \$45 / Every 12 Months
Contact Allowance / Frequency	\$150 / Every 12 Months	Up to \$105 / Every 12 Months
Frame Allowance / Frequency	\$150 / Every 24 Months	Up to \$70 / Every 24 Months
Lenses Copay / Frequency		
Single Vision	\$0 / Every 12 Months	Up to \$30 / Every 12 months
Lined Bifocal	\$0 / Every 12 Months	Up to \$50 / Every 12 Months
Lined Trifocal	\$0 / Every 12 Months	Up to \$65 / Every 12 Months
Standard Progressive	\$55 / Every 12 Months	Up to \$50 / every 12 Months

Kaiser Permanente members receive a \$175 allowance for Optical Eyewear every 24 months. Members must access services at a Kaiser facility, unless otherwise approved by Kaiser.



COUNTY OF FRESNO
Personnel Services Department
Employee Benefits Division
2220 Tulare Street, 14th Floor
Fresno CA93721

OPEN ENROLLMENT

OCTOBER 28, 2015 – NOVEMBER 13, 2015

If you need further information, please contact the plans listed below:

MEDICAL

ANTHEM BLUE CROSS

HMO Group Number 275341H001 / Phone (800) 888-8288
PPO Group Number 275341M450 / Phone (800) 888-8288
HDPPO Group Number 275341M660 / Phone (866) 207-9878
www.anthem.com/ca

KAISER PERMANENTE

Group Number 580-0000 / Phone (800) 464-4000
www.kaiserpermanente.org

DENTAL

DELTA DENTAL DPPO

Group Number 05879-00001 / Phone (800) 765-6003
www.deltadentalins.com

DELTACARE USA DHMO

Group Number 06744-00001 / Phone (800) 422-4234
www.deltadentalins.com

VISION

VISION SERVICE PLAN (VSP)

Group Number 30028675 / Phone (800) 877-7195
www.vsp.com

PRESCRIPTION

US SCRIPT

Group Number 202720 / Phone (866) 264-4161
www.usscript.com

FLEXIBLE SPENDING ACCOUNTS

ASIFLEX

Phone (800) 659-3035
www.asiflex.com

OPEN ENROLLMENT



OCTOBER 28 –
NOVEMBER 13, 2015

RETIREEES PLAN YEAR 2016



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DATES TO REMEMBER



WEDNESDAY, OCTOBER 28, 2015

7:30 am — 2:00 pm

**County Plaza Building Ballroom
2220 Tulare St, Fresno, CA 93721**

ANY QUESTIONS?

Please contact Employee Benefits at (559) 600-1810 or email us at Personnel-Benefits@co.fresno.ca.us. Additionally, you can visit our Open Enrollment website at www.co.fresno.ca.us/openenrollment. The site is very informative and includes detailed summaries, provider information, rates, forms and much more!

FREQUENTLY ASKED QUESTIONS

What is Open Enrollment?

Open Enrollment is the one time during the year that you may make changes to your health insurance plans and add dependents without a qualifying event for the 2016 plan year. Please note: dependents may be deleted without a qualifying event at any time during the plan year.

What changes are there for plan year 2016?

There are no health plan changes for the 2016 plan year. If you do not wish to enroll or make any changes to the health insurance plans you are currently enrolled in, no action is required on your part.

How do I make changes to my health insurance plan?

Complete the applicable form(s) and submit to Employee Benefits, along with any required supporting documents via:

- ♦ **Email:** Personnel-Benefits@co.fresno.ca.us
- ♦ **Fax:** (559) 455-4787
- ♦ **In person or USPS mail:** 2220 Tulare Street, 14th Floor, Fresno, CA 93721

Please note: All forms *and* supporting documents must be received by Employee Benefits no later than 5:00pm on Friday, November 13, 2015. Employee Benefits is not responsible for forms sent through USPS mail that are lost or delayed and therefore not received by the deadline. It is your responsibility to ensure that all forms and supporting documents, if applicable, are received by the deadline. In order to confirm receipt of forms and/or supporting documents, please contact Employee Benefits at (559) 600-1810 or email Personnel-Benefits@co.fresno.ca.us.

Who is eligible to be covered on my health insurance plan?

Below is a list of eligible dependents and supporting documents required to add them to your health insurance plan. Dependent children are eligible until they reach 26 years of age.

ELIGIBLE DEPENDENTS	REQUIRED DOCUMENT(S)
Spouse*	A copy of the Certified Marriage Certificate
Registered Domestic Partner	A copy of the Declaration of Domestic Partnership filed with the California Secretary of State
Child	A copy of the Certified Birth Certificate
Adopted Child	A copy of the Adoption Order or the Certified Birth Certificate
Stepchild	A copy of the Certified Birth Certificate and a copy of the Certified Marriage Certificate or Declaration of Domestic Partnership showing your spouse or registered domestic partner as the child's parent
Child of Legal Guardianship	A copy of the Letters of Guardianship filed with the courts

Please note: The required documents listed above must be submitted each time a dependent is added to your health insurance, regardless if the dependent has been covered under your plan previously.

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*The term "spouse" includes same-sex spouses, pursuant to IRS Revenue Ruling 2013-17.

Continued from previous page

When do Open Enrollment changes take effect?

Any changes you make during Open Enrollment will take effect on January 1, 2016.

Can I make changes to my health insurance plan once Open Enrollment closes?

Once Open Enrollment closes, you will not be permitted to enroll or make changes until the next Open Enrollment period, unless you experience a qualifying event (e.g. marriage, becoming Medicare eligible, etc.), as defined by the IRS. If you experience a qualifying event, you must submit the required documentation to Employee Benefits within thirty (30) days of the qualifying event date. It is important to note that if you become Medicare eligible at any time throughout the year, you will be permitted to enroll in one of the retiree Medicare plans effective the 1st of the month you are Medicare entitled. It is recommended that you contact our office as soon as you receive your Medicare card. For more information on qualifying events, please contact Employee Benefits.

MONTHLY PREMIUMS

NON-MEDICARE PLANS (UNDER AGE 65)

	PLAN 1		PLAN 2	
Medical/Mental Health	Anthem Blue Cross HDPPO		Kaiser Permanente	
Prescription	Anthem Blue Cross		Kaiser Permanente	
Vision	Vision Service Plan (VSP)		Kaiser Permanente	
Dental Plans	Delta Dental	DeltaCare USA	Delta Dental	DeltaCare USA
	DPPO	or DHMO	DPPO	or DHMO
	RETIREE COST		RETIREE COST	
Retiree Only	\$762.72	\$737.47	\$1,281.47	\$1,256.22
Retiree + Spouse	\$1,335.18	\$1,297.95	\$2,326.34	\$2,289.11
Retiree + Child(ren)	\$1,181.04	\$1,154.42	\$1,955.47	\$1,928.85
Retiree + Family	\$1,751.30	\$1,711.07	\$2,975.25	\$2,935.02
Medicare & Non-Medicare	\$1,293.76	\$1,256.53		

MEDICARE PLANS (AGE 65 AND OVER)

	PLAN 3		PLAN 4		PLAN 5	
Medical/Mental Health	Hartford/Benistar		Kaiser Permanente High		Kaiser Permanente Low	
Prescription	Express Scripts		Kaiser Permanente		Kaiser Permanente	
Vision	Vision Service Plan (VSP)		Kaiser Permanente		Kaiser Permanente	
Dental Plans	Delta	DeltaCare	Delta	DeltaCare	Delta	DeltaCare
	Dental DPPO	or USA DHMO	Dental DPPO	or USA DHMO	Dental DPPO	or USA DHMO
	RETIREE COST		RETIREE COST		RETIREE COST	
Retiree Only	\$552.95	\$527.70	\$382.55	\$357.30	\$351.75	\$326.50
Retiree + Spouse	\$1,068.82	\$1,031.59	\$729.29	\$692.06	\$667.69	\$630.46

Not all Retiree rate categories are included in this comparison sheet. Please contact Employee Benefits at (559) 600-1810 if your situation is not identified.

As a retiree, the health benefits available to you provide important protection for you and your family in case of illness or injury.

The County offers a series of health coverage options. Choosing a health coverage option is an important decision. To help you make an informed choice, your plan makes available a Summary of Benefits and Coverage (SBC), which summarizes important information about any health coverage option in a standard format, to help you compare options.

The SBC is available on the web at www.co.fresno.ca.us/summarybenefits. A paper copy is also available, free of charge, by calling Employee Benefits at (559) 600-1810.

NON-MEDICARE MEDICAL & PRESCRIPTION COVERAGE

	ANTHEM BLUE CROSS HDPPO		KAISER PERMANENTE
	IN-NETWORK	OUT-OF-NETWORK	
Individual Deductible	\$1,500 Calendar Year	\$1,500 Calendar Year	\$0
Family Deductible	\$3,000 Calendar Year	\$3,000 Calendar Year	\$0
Individual Annual Out-of-Pocket Max*	\$3,000	\$10,000	\$1,500
Family Annual Out-of-Pocket Max*	\$5,000	\$15,000	\$3,000
Preventive Care	\$0	40% After Deductible	\$0
Office Visit Copay	20% After Deductible	40% After Deductible	\$15
Emergency Room Visit	20% After Deductible	40% After Deductible	\$100
Inpatient	20% After Deductible	40% After Deductible	\$0
X-ray and Lab	20% After Deductible	40% After Deductible	\$0
Allergy Testing	20% After Deductible	40% After Deductible	\$15
Chiropractic	20% After Deductible	40% After Deductible	\$10
Hearing Aid (1 Aid Per Ear Every 3 Years)	20% After Deductible	40% After Deductible	\$1,000 Allowance Per Ear
Mental Health Inpatient	20% After Deductible	40% After Deductible	\$0
Mental Health Outpatient	20% After Deductible	40% After Deductible	\$15
Generic Prescription	20% After Deductible	40% After Deductible	\$10
Preferred/Brand Prescription	20% After Deductible	40% After Deductible	\$20
Non-Preferred Prescription	20% After Deductible	40% After Deductible	N/A


*Includes Deductible and Rx

This chart is only a summary of benefits. Please see the Evidence of Coverage (EOC) for a full description of benefits. If there are any discrepancies between this summary and the EOC, the EOC will prevail.

MEDICARE MEDICAL & PRESCRIPTION COVERAGE

Over the years, you've learned what is best for you and your family. That is why the County of Fresno offers three (3) different Medicare medical plans to allow you to select the coverage that best meets your needs. The Hartford plan is supplemental to your Medicare coverage and helps pay the Medicare-eligible deductibles, copayments and out-of-pocket medical expenses not covered by Medicare. Kaiser Permanente High and Low Options are Senior Advantage plans that serve as a private insurance alternative to Original Medicare and allow you to get all your Part A and Part B benefits through one plan.

It is important to note that the Medicare plans require you to have Medicare Parts A and B. The County Medicare plans have prescription drug coverage (Part D) included. Therefore, if you enroll in one of these Medicare plans, do not sign up for another Part D program as this will cancel your coverage through the County of Fresno.



	HARTFORD/BENISTAR & EXPRESS SCRIPTS	KAISER PERMANENTE HIGH OPTION	KAISER PERMANENTE LOW OPTION
Preventive Care	\$0	\$0	\$0
Office Visit Copay	\$0	\$15	\$15
Emergency Room Visit	\$0	\$50	\$50
Inpatient	\$0	\$0	\$0
X-ray and Lab	\$0	\$0	\$0
Allergy Testing	\$0	\$15	\$15
Chiropractic	\$0	\$10	\$10
Hearing Aid (1 Aid Per Ear Every 3 Years)	Not Covered	\$1,000 Allowance Per Ear	\$1,000 Allowance Per Ear
Mental Health Inpatient	\$0	\$0	\$0
Mental Health Outpatient	\$0	\$15	\$15
Generic Prescription	\$10	\$5 for 100 Day Supply	\$10 for 30 Day Supply
Preferred/Brand Prescription	\$20	\$20 for 100 Day Supply	\$25 for 30 Day Supply
Non-Preferred Prescription	\$30	N/A	N/A

This chart is only a summary of benefits. Please see the Evidence of Coverage (EOC) for a full description of benefits. If there are any discrepancies between this summary and the EOC, the EOC will prevail.

DENTAL / ORTHODONTIC COVERAGE

Good oral hygiene is important to your overall health. The County of Fresno offers two (2) choices in dental plans: Delta Dental DPPO, which is a fee-for-service plan with the best discounts provided within the Delta Dental DPPO network; and DeltaCare USA DHMO which has set copays for services when provided by your primary care dentist. The DeltaCare USA DHMO has far fewer providers, but costs less than Delta Dental DPPO.

	DELTA DENTAL DPPO	DELTACARE USA DHMO
Annual Deductible	\$50 Per Person / \$150 Per Family	No Deductible
Maximum Benefits	\$2,500 Per Person Per Year	No Annual Maximum
Preventive Services	0% PPO Provider / 10% Non-PPO Provider	\$0 Most Services
Basic Services	10% PPO Provider / 10% Non-PPO Provider	\$0 Most Services *Copay may be required for upgraded materials/services
Major Services (Includes Periodontic, Endodontic, and Oral Surgery)	50%	\$0 Most Services *Copay may be required for upgraded materials/services
Orthodontia		
Child	\$1,660 Copay	\$1,700 Copay
Adult	\$1,880 Copay	\$1,900 Copay
	Once per lifetime Max 24 months of treatment	Pre- and post-treatment services have additional copayments

VISION COVERAGE

If you are in an Anthem health plan, your vision insurance is through Vision Service Plan (VSP). Eye exams support eye health and overall health. It is important to have an exam once a year to make sure that your eyes are healthy.

	IN-NETWORK	OUT-OF-NETWORK
Exam Copay / Frequency	\$10 / Every 12 Months	Up to \$45 / Every 12 Months
Contact Allowance / Frequency	\$150 / Every 12 Months	Up to \$105 / Every 12 Months
Frame Allowance / Frequency	\$150 / Every 24 Months	Up to \$70 / Every 24 Months
Lenses Copay / Frequency		
Single Vision	\$0 / Every 12 Months	Up to \$30 / Every 12 months
Lined Bifocal	\$0 / Every 12 Months	Up to \$50 / Every 12 Months
Lined Trifocal	\$0 / Every 12 Months	Up to \$65 / Every 12 Months
Standard Progressive	\$55 / Every 12 Months	Up to \$50 / every 12 Months

Kaiser Permanente members receive a \$175 allowance for Optical Eyewear every 24 months. Members must access services at a Kaiser facility, unless otherwise approved by Kaiser.



COUNTY OF FRESNO
Personnel Services Department
Employee Benefits Division
2220 Tulare Street, 14th Floor
Fresno, CA 93721

OPEN ENROLLMENT

OCTOBER 28, 2015 – NOVEMBER 13, 2015

If you need further information, please contact the plans listed below:

NON-MEDICARE MEDICAL

ANTHEM BLUE CROSS HDPPO

Group Number 275341M760 / Phone (866) 207-9878
www.anthem.com/ca

KAISER PERMANENTE

Group Number 580-0001 / Phone (800) 464-4000
www.kaiserpermanente.org

DENTAL

DELTA DENTAL DPPO

Group Number 05879-00002 / Phone (800) 765-6003
www.deltadentalins.com

DELTACARE USA DHMO

Group Number 06744-00002 / Phone (800) 422-4234
www.deltadentalins.com

MEDICARE MEDICAL

HARTFORD / BENISTAR

Group Number AGP-3829 / Phone (800) 236-4782
www.benistar.com

KAISER PERMANENTE SENIOR ADVANTAGE HIGH

Group Number 604334-0000 / Phone (800) 443-0815
www.kaiserpermanente.org

KAISER PERMANENTE SENIOR ADVANTAGE LOW

Group Number 604334-0001 / Phone (800) 443-0815
www.kaiserpermanente.org

VISION

VISION SERVICE PLAN (VSP)

Group Number 30028675 / Phone (800) 877-7195
www.vsp.com

OPEN ENROLLMENT

OCTOBER 28 –
NOVEMBER 13, 2015



COBRA PLAN YEAR 2016



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DATES TO REMEMBER



WEDNESDAY, OCTOBER 28, 2015

7:30 am — 2:00 pm

**County Plaza Building Ballroom
2220 Tulare St, Fresno, CA 93721**

ANY QUESTIONS?

Please contact Employee Benefits at (559) 600-1810 or email us at Personnel-Benefits@co.fresno.ca.us. Additionally, you can visit our Open Enrollment website at www.co.fresno.ca.us/openenrollment. The site is very informative and includes detailed summaries, provider information, rates, forms and much more!

FREQUENTLY ASKED QUESTIONS

What is Open Enrollment?

Open Enrollment is the one time during the year that you may make changes to your health insurance plans and add dependents without a qualifying event for the 2016 plan year. Please note: dependents may be deleted without a qualifying event at any time during the plan year.

What changes are there for plan year 2016?

There are no health plan changes for the 2016 plan year. If you do not wish to make any changes to the health insurance plans you are currently enrolled in, no action is required on your part.

How do I make changes to my health insurance plan?

Complete the applicable form(s) and submit to Employee Benefits, along with any required supporting documents via:

- ♦ **Email:** Personnel-Benefits@co.fresno.ca.us
- ♦ **Fax:** (559) 455-4787
- ♦ **In person or USPS mail:** 2220 Tulare Street, 14th Floor, Fresno, CA 93721

Please note: All forms *and* supporting documents must be received by Employee Benefits no later than 5:00pm on Friday, November 13, 2015. Employee Benefits is not responsible for forms sent through USPS mail that are lost or delayed and therefore not received by the deadline. It is your responsibility to ensure that all forms and supporting documents, if applicable, are received by the deadline. In order to confirm receipt of forms and/or supporting documents, please contact Employee Benefits at (559) 600-1810 or email Personnel-Benefits@co.fresno.ca.us.

Who is eligible to be covered on my health insurance plan?

Below is a list of eligible dependents and supporting documents required to add them to your health insurance plan. Dependent children are eligible until they reach 26 years of age.

ELIGIBLE DEPENDENTS	REQUIRED DOCUMENT(S)
Spouse*	A copy of the Certified Marriage Certificate
Registered Domestic Partner	A copy of the Declaration of Domestic Partnership filed with the California Secretary of State
Child	A copy of the Certified Birth Certificate
Adopted Child	A copy of the Adoption Order or the Certified Birth Certificate
Stepchild	A copy of the Certified Birth Certificate and a copy of the Certified Marriage Certificate or Declaration of Domestic Partnership showing your spouse or registered domestic partner as the child's parent
Child of Legal Guardianship	A copy of the Letters of Guardianship filed with the courts

Please note: The required documents listed above must be submitted each time a dependent is added to your health insurance, regardless if the dependent has been covered under your plan previously.

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*The term "spouse" includes same-sex spouses, pursuant to IRS Revenue Ruling 2013-17.

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When do Open Enrollment changes take effect?

Any changes you make during Open Enrollment will take effect on January 1, 2016. New payment coupons will be mailed out in November.

Can I make changes to my health insurance plan once Open Enrollment closes?

Once Open Enrollment closes, you will not be permitted to enroll or make any changes until the next Open Enrollment period, unless you experience a qualifying event (e.g. marriage, becoming Medicare eligible, etc.), as defined by the IRS. If you experience a qualifying event, you must submit the required documentation to Employee Benefits within thirty (30) days of the qualifying event date. For more information on qualifying events, please contact Employee Benefits.

COBRA

The Consolidated Omnibus Budget Reconciliation Act (COBRA) is the Federal Law that allows you and/or your covered dependent(s) the opportunity to continue your health insurance coverage when you experience a qualifying event resulting in a loss of coverage. Coverage is continued at the same benefit level immediately preceding the qualifying event; however, you and/or your covered dependent(s) will assume the full premium cost.

You and/or your covered dependent(s) are eligible for up to thirty-six (36) months of COBRA coverage; with the first eighteen (18) months covered under Federal COBRA, and the second eighteen (18) months covered under Cal-COBRA. Federal COBRA and Cal-COBRA coverage can be canceled at any time. However, once terminated, you are no longer eligible to re-elect coverage under COBRA. If you are retired from the County, you can enroll in a County retiree plan within thirty (30) days of the termination date or choose to seek other coverage.

Once active coverage terminates, you and/or your covered dependent(s) have sixty (60) days to elect COBRA coverage. COBRA premiums are paid on a monthly basis to the County of Fresno's third party administrator, Administrative Solutions Inc. (ASI).

The County offers a series of health coverage options. Choosing a health coverage option is an important decision. To help you make an informed choice, your plan makes available a Summary of Benefits and Coverage (SBC), which summarizes important information about any health coverage option in a standard format, to help you compare options. The SBC is available on the web at www.co.fresno.ca.us/summarybenefits. A paper copy is also available, free of charge, by calling Employee Benefits at (559) 600-1810.

Administrative Solutions Inc. (ASI)

Phone: (559) 256-1320

Address: 555 W. Shaw Ave #C1, Fresno, CA 93704

Website: www.asibenefits.com

FEDERAL COBRA PREMIUMS

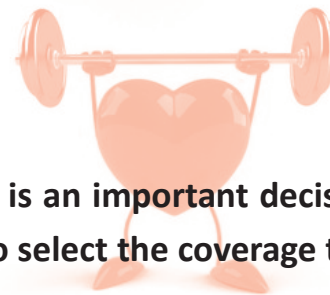
	Participant Only	Participant + Spouse	Participant + Child(ren)	Participant + Family
Anthem Blue Cross HMO Delta Dental DPPO	\$763.57	\$1,338.95	\$1,183.18	\$1,758.44
Anthem Blue Cross PPO Delta Dental DPPO	\$979.22	\$2,022.50	\$1,831.37	\$2,783.71
Anthem Blue Cross HDPPO Delta Dental DPPO	\$567.94	\$1,168.69	\$1,047.77	\$1,587.91
Kaiser Permanente Delta Dental DPPO	\$729.69	\$1,279.87	\$1,131.03	\$1,681.18
Anthem Blue Cross HMO DeltaCare USA DHMO	\$737.82	\$1,300.98	\$1,156.03	\$1,717.40
Anthem Blue Cross PPO DeltaCare USA DHMO	\$953.47	\$1,984.52	\$1,804.22	\$2,742.68
Anthem Blue Cross HDPPO DeltaCare USA DHMO	\$542.18	\$1,130.71	\$1,020.62	\$1,546.87
Kaiser Permanente DeltaCare USA DHMO	\$703.93	\$1,241.89	\$1,103.87	\$1,640.15

CAL-COBRA PREMIUMS

	Participant Only	Participant + Spouse	Participant + Child(ren)	Participant + Family
Anthem Blue Cross HMO	\$759.90	\$1,340.96	\$1,184.60	\$1,762.27
Anthem Blue Cross PPO	\$992.46	\$2,078.11	\$1,883.63	\$2,867.95
Anthem Blue Cross HDPPO	\$548.92	\$1,157.33	\$1,038.58	\$1,578.36
Kaiser Permanente	\$653.14	\$1,162.63	\$1,027.02	\$1,533.69

Note: Cal-COBRA coverage excludes dental and vision coverage. The County does not offer separate dental and vision coverage; however, retired employees may contact REFCO at (559) 456-2697 or visit their website REFCO.org for information on other plans that may be available to them.

MEDICAL COVERAGE



Choosing a medical plan that is right for you and your family is an important decision. The County of Fresno offers four (4) different plans to allow you to select the coverage that best meets your needs.

	ANTHEM BC HMO	ANTHEM BC PPO (IN-NETWORK)	ANTHEM BC HDPPO (IN-NETWORK)	KAISER PERMANENTE
Individual Deductible	\$0	\$250 Plan Year	\$3,000 Calendar Year	\$0
Family Deductible	\$0	\$500 Plan year	\$6,000 Calendar Year	\$0
Preventive Care	\$0	\$0	\$0	\$0
Office Visit Copay	\$15	\$20	\$0 After Deductible	\$15
Emergency Room Visit	\$100	\$100	\$0 After Deductible	\$100
Inpatient	\$0	\$0	\$0 After Deductible	\$0
X-ray and Lab	\$0	\$0	\$0 After Deductible	\$0
Allergy Testing	\$0	\$0	\$0 After Deductible	\$15
Chiropractic	\$10	\$0	\$0 After Deductible	\$10
Mental Health Inpatient	\$0	\$0	\$0 After Deductible	\$0
Mental Health Outpatient	\$15	\$20	\$0 After Deductible	\$15

This chart is only a summary of benefits. Please see the Evidence of Coverage (EOC) for a full description of benefits. If there are any discrepancies between this summary and the EOC, the EOC will prevail.

PRESCRIPTION COVERAGE

Under US Script, you may receive prescriptions through major pharmacies including, but not limited to: CVS, Walmart, Costco, Target and in-network independent pharmacies. You can also fill your ninety (90) day prescription at any of the following chains: CVS, Walmart, Walgreens, and Rite Aid.

	US SCRIPT	US SCRIPT	ANTHEM BLUE CROSS	KAISER PERMANENTE
Generic	\$10	\$10	\$0 After Deductible	\$10
Preferred/Brand	\$20	\$20	\$0 After Deductible	\$20
Non-Preferred	\$35	\$35	\$0 After Deductible	N/A

DENTAL / ORTHODONTIC COVERAGE

Good oral hygiene is important to your overall health. The County of Fresno offers two (2) choices in dental plans: Delta Dental DPPO, which is a fee-for-service plan with the best discounts provided within the Delta Dental DPPO network; and DeltaCare USA DHMO which has set copays for services when provided by your primary care dentist. The DeltaCare USA DHMO has far fewer providers, but costs less than Delta Dental DPPO.

	DELTA DENTAL DPPO	DELTACARE USA DHMO
Annual Deductible	\$50 Per Person / \$150 Per Family	No Deductible
Maximum Benefits	\$2,500 Per Person Per Year	No Annual Maximum
Preventive Services	0% PPO Provider / 10% Non-PPO Provider	\$0 Most Services
Basic Services	10% PPO Provider / 10% Non-PPO Provider	\$0 Most Services *Copay may be required for upgraded materials/services
Major Services (Includes Periodontic, Endodontic, and Oral Surgery)	50%	\$0 Most Services *Copay may be required for upgraded materials/services
Orthodontia		
Child	\$1,660 Copay	\$1,700 Copay
Adult	\$1,880 Copay	\$1,900 Copay
	Once per lifetime Max 24 months of treatment	Pre- and post-treatment services have additional copayments

VISION COVERAGE

If you are in an Anthem health plan, your vision insurance is through Vision Service Plan (VSP). Eye exams support eye health and overall health. It is important to have an exam once a year to make sure that your eyes are healthy.

	IN-NETWORK	OUT-OF-NETWORK
Exam Copay / Frequency	\$10 / Every 12 Months	Up to \$45 / Every 12 Months
Contact Allowance / Frequency	\$150 / Every 12 Months	Up to \$105 / Every 12 Months
Frame Allowance / Frequency	\$150 / Every 24 Months	Up to \$70 / Every 24 Months
Lenses Copay / Frequency		
Single Vision	\$0 / Every 12 Months	Up to \$30 / Every 12 months
Lined Bifocal	\$0 / Every 12 Months	Up to \$50 / Every 12 Months
Lined Trifocal	\$0 / Every 12 Months	Up to \$65 / Every 12 Months
Standard Progressive	\$55 / Every 12 Months	Up to \$50 / every 12 Months

Kaiser Permanente members receive a \$175 allowance for Optical Eyewear every 24 months. Members must access services at a Kaiser facility, unless otherwise approved by Kaiser.



COUNTY OF FRESNO
Personnel Services Department
Employee Benefits Division
2220 Tulare Street, 14th Floor
Fresno CA 93721

OPEN ENROLLMENT

OCTOBER 28, 2015 – NOVEMBER 13, 2015

If you need further information, please contact the plans listed below:

MEDICAL

ANTHEM BLUE CROSS

HMO Group Number 275341H006 / Phone (800) 888-8288
PPO Group Number 275341M455 / Phone (800) 888-8288
HDPPO Group Number 275341M666 / Phone (866) 207-9878
www.anthem.com/ca

KAISER PERMANENTE

Group Number 580-7002 / Phone (800) 464-4000
www.kaiserpermanente.org

DENTAL

DELTA DENTAL DPPPO

Group Number 05879-00003 / Phone (800) 765-6003
www.deltadentalins.com

DELTACARE USA DHMO

Group Number 06744-00003 / Phone (800) 422-4234
www.deltadentalins.com

VISION

VISION SERVICE PLAN (VSP)

Group Number 30028675 / Phone (800) 877-7195
www.vsp.com

PRESCRIPTION

US SCRIPT

Group Number 202720 / Phone (866) 264-4161
www.usscript.com