



**REQUEST FOR PROPOSALS**  
*For*

**Employee Assistance Program**

**The City of Rock Hill**  
*PO BOX 11706 155 Johnston Street*  
*Rock Hill, SC, 29731*

**Release Date:** **May 11, 2009**

**Proposal Must be Received**  
**No Later Than:** **Wednesday May 27, 2009**  
**2:00 p.m.,**

**Effective Date:** **July, 01, 2009**

# CITY OF ROCK HILL

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### II. Background and General Information

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## **REQUEST FOR PROPOSAL NOTICE**

Notice is hereby given that the City of Rock Hill's (the City) Purchasing Agent is hereby authorized to receive Proposals for an Employee Assistance Program until **2:00 p.m., Wednesday, May 27, 2009.**

All Proposals shall be clearly identified as ***Bid # PUR148, EAP Proposal for the City of Rock Hill.*** Four Copies of your Proposal should be forwarded to the City at the following address:

**City of Rock Hill  
Attn: Phyllis Fautleroy, Human Resources Director  
PO BOX 11706, 155 Johnston Street, Room 230.  
Rock Hill, SC, 29731**

Please note that no formal opening of the proposals will take place.

Proposals will be evaluated and the successful vendor(s) will be determined by the City's Employee Relations Committee and approved by the City Manager. The City reserves the right to reject any or all Proposals, waive formalities and to select the vendor, benefits and services that best meet the needs of the City and its employees. The City reserves the right to select and terminate any servicing agent, agency, company or administrator.

Inquiries, clarification, or requests for Proposal forms and questionnaires by electronic mail should be directed by telephone or e-mail to the following contacts:

**Phyllis Fautleroy  
Human Resources Director  
Direct : (803) 329-5571  
E-mail : pfaunteroy@cityofrockhill.com**

## **BACKGROUND AND GENERAL INFORMATION**

The City of Rock Hill (the City) is seeking proposals for an Employee Assistance Program (EAP). The purpose of this Request for Proposal is to gather information from your organization relative to the City's required scope of service and key selection criteria. Organizations selected as finalists may be expected to address more detailed issues regarding financial and other specifics of their organization and operations. These same finalists may be expected to participate in interviews with City staff.

Currently, the City does offer an EAP to its employees. The services currently offered in the Employee Assistance Program include:

1. Confidential and timely problem identification/assessment services for employees with personal concerns that may affect job performance;
2. Use of constructive confrontation, motivation, and short-term intervention with employees to address problems that affect job performance;
3. Referral of employees for diagnosis, treatment, and assistance, plus case monitoring and follow-up services;
4. Consultation with and assistance to managers/supervisors seeking to manage the troubled employee, enhance the work environment, and improve employee job performance;
5. Outreach to and education to employees and their family members about availability of EAP services; and
6. Identification of the effects of Employee Assistance services on the work organization and individual job performance.

The City's objective is to: 1) promote and maintain a productive, efficient work environment, 2) retain valued employees, and 3) resolve problems in the work force,. To meet this objective, the City is committed to providing the necessary services to assist employees in the identification and resolution of personal problems.

The EAP would be offered to all City employees and their immediate family members. The City will determine eligibility for employee participation in the EAP. The total number of employees eligible to participate in the EAP is approximately 750.

The City invites proposals from qualified organizations to administer an Employee Assistance Program. Applicants are required to have a minimum of five years of experience in administering this type of service. Experience in offering an EAP to public entities (especially to South Carolina cities) is also desirable.

## **SCOPE OF SERVICE**

The organization selected will provide the following services:

1. Vendor will work with the City to develop protocol relative to the operation of the EAP. Vendor will consult with the City to publicize the EAP to employees (e.g. supervisors and to all employees and their immediate families). Vendor will assist with employee education efforts.
2. Vendor will provide specific assistance to the City employees and members of their immediate families who have been referred to EAP or who request such services of their own volition. Vendor and the City will adopt safeguards to insure that EAP counseling is conducted in a manner that will preserve the privacy of City employees and their families. Communications between EAP personnel and City employees shall remain confidential, except as specifically waived in writing by the individual employee or as required by law.
3. Vendor will counsel and encourage City employees to proceed with a course of assistance by referring the individual to clinical or support organizations and medical professionals when additional services are needed. The vendor will ensure that providers available in the employee's health plan are among those recommended and that the employee knows which providers are most cost-effective to the employee. The vendor will strive to provide short-term counseling where feasible, and not simply act as a clearinghouse.
4. Vendor will remain cognizant of the City's benefits program in order to advise employees as to the possible coverage of services by such organizations or professionals. Vendor will examine the accreditation of the organizations and professionals to which it refers employees so as to ensure, as much as possible, medical expense reimbursement under health or medical plans, as well as the City's medical expense reimbursement plan (flex plan).

5. Vendor will provide such follow-up procedures as are necessary to monitor referred employees' adherence to the agreed course of treatment. Vendor will make progress reports to the City on employees directly referred to the EAP by the City.

6. Vendor will periodically prepare reports on the caseload activities of the provider, but such reports shall not jeopardize the rights of confidentiality of the employees or their families.

7. Vendor will supply employer with all brochures and literature regarding the EAP program as part of the cost of administering the program.

The EAP program shall include the following services:

a) Diagnostic, evaluation and referral services for employees and their immediate family members and provide 24-hour coverage for crisis situations.

b) Unlimited telephonic counseling and unlimited access to web and online services and information.

c) Training Sessions and Customized Workshops as needed, up to a maximum of **six** per year, including but not limited to:

- Wellness topics
- "Brown Bag" lunches or educational seminars
- Others of special interest to the City

d) State-wide network of professional EAP counselors. Telephones staffed by counselors and personally answered 24 hours a day, 7 days a week.

e) Mediation services between employees or between employees and supervisors.

f) As requested, monthly articles for City publications for general city or employee use. Articles may vary in length and scope.

g) Annual meeting with appropriate City staff to discuss and evaluate EAP program.

h) Direct link from the City's intranet site to the website of the selected vendor.

i) Quarterly utilization reports and annual employee surveys for purposes of ongoing evaluation of the program.

j) Quarterly employee communications to promote the EAP services.

k) On-site assistance in the event of a catastrophic event or employee death.

8. With respect to inquiries regarding the City's policies and procedures, the Vendor shall act only in the role of counselor/mediator and not provide legal advice to the employee.

## **PROPOSAL EVALUATION CRITERIA**

The City will evaluate proposals based on the needs of the City and its employees. The following criteria will be used in evaluating each of the vendor responses:

1. Compliance with specifications.
2. Ability to offer a comprehensive set of core services and benefits.
3. Competitive fees.
4. Access to qualified, professional counselors that are located within a fifteen (15) mile radius of the City.
5. Online access to information.
6. Compliance with applicable City, State and Federal laws and regulations.
7. Ability for vendor to show compliance with the Health Insurance Portability and Accountability Act (HIPAA) Administrative Simplification Standards (including, but not limited to, a properly executed business associate agreement).
8. Financial position of vendor.
9. Stability of rates and fees over time.
10. Ability to provide the City with requested reports (including, but not limited to, utilization reports and employee surveys and results).

11. Ability to refer employees and their family members to additional qualified and specialized resources/services in a seamless and efficient manner.
12. The ability of the City to customize an employee assistance program that will meet the needs of the City and its employees.
13. Other criteria identified by the City as important in evaluation of submitted proposals.

The City will choose the proposal that best fits its needs and the needs of employees and their family members. The City is not obligated to award the contract based on cost alone.

## CONDITIONS AND STIPULATIONS

You are invited to submit your Proposal for EAP services based on the information contained in this Request for Proposal. Unless a specific note is made to the contrary, we will assume that your Proposal conforms to the City's Specifications.

You are invited to ask questions during the proposal process and to seek additional information, if needed. We want this to be an interactive process and will make every effort to provide sufficient data for your response.

- The City will look to contract with a vendor to provide the most comprehensive set of core benefits to the City and its employees. The services provided should address the wide range of unique needs among City employees. Some areas of interest include (but are not limited to) depression management, critical incident assistance, wellness and health, spiritual concerns, anger or stress management, relationship issues, and alcohol and chemical dependency.
- Counselors should have several years of clinical experience and must be licensed in the State of South Carolina.
- The City reserves the right to accept or reject any or all proposals and to waive formalities and select the carrier and benefit options that best meet the needs of the City and its employees. The City's objective is to select a carrier who will provide the best possible service at the best possible cost while meeting the Request for Proposal specifications. The City is not obligated to award the contract based on cost alone.
- Any proposed deviations to any part of these Specifications must be submitted in writing as a part of the questionnaire, (question #1) and clearly identified in the appropriate section of the Proposal. Any deviation deemed to be significant by the City will disqualify the Proposal.

Failure to identify any such deviation(s) shall not in the future accrue to the disadvantage of the City or any qualified participant or dependent in any manner.

- The vendor awarded the business shall submit properly executed contracts and Business Associate Agreements to the City within sixty (60) days of the plan effective date.
- The vendor awarded the business shall be required to provide aggregate utilization reports on a quarterly basis for purposes of ongoing evaluation of the program.
- The vendor shall work with the City to conduct employee/participant surveys on an annual basis.
- Employees (and their dependents) that terminate their employment for any reason must be given the option to continue EAP services per state mandates and federal COBRA regulations. Such coverage shall not be contingent upon the City's coverage continuing with the EAP vendor.
- All Providers must be in full compliance with South Carolina and Federal requirements relating to the requested coverage or administration of such benefits, including (but not limited to) state and federal privacy requirements.
- The City will work closely with the selected vendor to promote the EAP to employees and their family members.
- An account representative must be available to the City on an on-going basis.
- The City will determine eligibility for participation and access to the EAP.
- With respect to inquiries regarding the City's policies and procedures, the EAP Vendor shall act only in the role of counselor/mediator and not provide legal advice against the City to

the employee. The selected vendor shall refer any inquiries relating to potential legal claims against the City to the Human Resources Director.

## **VENDOR ORGANIZATION QUESTIONNAIRE**

Note: A complete response to this questionnaire must accompany all Requests for Proposals. A response such as “See Proposal” is **not** sufficient unless there is proper reference to the specific section of the proposal addressing the question. Please be specific in your answers.

### Deviations

1. Does your Proposal contain **any** deviations from the benefits, general conditions, stipulations or other provisions of the Specifications? If yes, provide details in a separate cover letter. Otherwise, confirm that you have responded according to Proposal conditions.

### Fees

1. Provide the per-employee cost to administer services described within the proposal.
2. Are the fees quoted in this Proposal firm and guaranteed for the term of the contract?
3. Are additional services available beyond what is described within this RFP and/or your proposal? If so, what are the fees for these services?

4. Is this Proposal tied to any other benefit offer (e.g. the EAP is only available if the City also purchases a medical plan through the vendor)?

Implementation / Eligibility

1. Is participation guaranteed for employees and their immediate family members? If no, please explain.
2. Are any employee orientation sessions included in the fees being proposed? If so, how many sessions are you recommending we conduct?
3. Will any information be sent to employees to help promote the availability of the EAP? If so, when?
4. How much notice must the City provide if they wish to terminate or non-renew its contract through your company/organization? Describe your termination or non-renewal policy.

Administration and Member Services

1. Describe the range of both administrative and member services provided by your organization.
2. Describe the training and employee communication strategy that would be used to educate City employees about the services available.

3. Who will be responsible for assisting the City with rolling out the services and marketing to employees and their family members?

Contact Name:

Contact Phone Number:

4. Who will assist the City with ongoing administration (i.e. account management)?

Contact Name:

Contact Phone Number:

5. Who will assist the City with ongoing questions or issues?

Contact Name:

Contact Phone Number:

6. Describe how you will handle, process and reply to employee inquiries. Include whether or not you provide a toll free number and if there is 24-hour access to counselors. Also, please provide the office locations and hours in which you will have counselors available by phone. Describe when services are provided by telephone and the circumstances under which counselors meet in person.

1. Are the individuals staffing the phones at least master level counselors? If no, please explain.

2. Are background checks conducted on all counselors? Please describe.

3. Are counselors trained on any legal issues associated with employment? Please describe.
  
4. Does the plan comply with all State and Federal mandates, including COBRA and HIPAA? If no, please explain. Please provide copies of pertinent policies and procedures relating to these requirements.
  
5. Does your organization outsource administration for any of the services you provide? If so, please explain and identify the other vendors that would be providing services to our employees.
  
6. In addition to the standard reports presented with your Proposal, do you provide any additional reports upon request? Is there a charge? If yes, please provide additional cost.
  
7. Are there any reports you will not provide to the City? If so, please describe.
  
8. What education services (i.e. seminars, etc.) will you provide, and is there a cost?

Company Overview

1. What experience has your company had with public sector entities?
  
2. How long has your company been doing business in South Carolina?
  
3. Briefly indicate the main attributes that differentiate your company from your competitors.
  
4. Is your company a subsidiary or affiliate of another company? If yes, please explain and provide full disclosure of any direct or indirect ownership or control by any administrative service agency.
  
5. Describe any pending arrangements to merge or sell your company.

6. Provide the names and telephone numbers of five (5) clients in the State of South/North Carolina with whom you have had a working relationship, as a reference for the City. Include the number of participants for each group. (Preferably, the references should be governmental units.) Include two groups that recently terminated coverage.

Signature (Provider Representative)\_\_\_\_\_

Title\_\_\_\_\_

Name of Co. Representative\_\_\_\_\_

DATES OF COVERAGE: From\_\_\_\_\_ to \_\_\_\_\_

\_\_\_\_\_  
Telephone Number

Signature (Provider Representative)\_\_\_\_\_

Title\_\_\_\_\_

Name of Co. Representative\_\_\_\_\_

DATES OF COVERAGE: From\_\_\_\_\_ to \_\_\_\_\_

\_\_\_\_\_  
Telephone Number

Signature (Provider Representative)\_\_\_\_\_

Title\_\_\_\_\_

Name of Co. Representative\_\_\_\_\_

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Signature (Provider Representative)\_\_\_\_\_

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Name of Co. Representative\_\_\_\_\_

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\_\_\_\_\_  
Telephone Number

Signature (Provider Representative)\_\_\_\_\_

Title\_\_\_\_\_

Name of Co. Representative\_\_\_\_\_

DATES OF COVERAGE: From\_\_\_\_\_ to \_\_\_\_\_

\_\_\_\_\_  
Telephone Number

## WMBE STATEMENT

It is the policy of the City of Rock Hill to provide minorities and women equal opportunity for participating in all aspects of the City's contracting and procurement programs, including but not limited to employment, construction projects, and lease agreements consistent with the laws of the State of South Carolina.

It is further the policy of the City of Rock Hill to prohibit discrimination against any person or business in pursuit of these opportunities on the basis of race, color, national origin, religion, sex, age, handicap, or veteran status.

It is further the policy of the City of Rock Hill to conduct its contracting and procurement programs so as to prevent such discrimination and to resolve any and all claims of such discrimination.

### **Illegal Immigration Reform Act Compliance**

"The contractor certifies that the contractor will comply with the requirements of Chapter 14, Title 8 of the South Carolina Code of Laws titled **Unauthorized Aliens and Public Employment** and agrees to provide to the City of Rock Hill any documentation required to establish either; (a) the applicability of such law to the contractor, subcontractor, and sub-subcontractor; or (b) the compliance with this law by the contractor and any subcontractors or sub-subcontractors."

**INDEMNITY PROVISION**

CONTRACTOR (or Lessee or Vendor) assumes entire responsibility and liability for losses, expenses, demands and claims in connection with or arising out of any injury, or alleged injury (including death) to any person, or damage, or alleged damage, to property of City or others sustained or alleged to have been sustained in connection with or to have arisen out of or resulting from the performance of the work/service by the Contractor, his subcontractors, agents, and employees, including losses, expenses, damages sustained by City, and agrees to indemnify and hold harmless the City, its officials, employees or volunteers from any and all such losses, expenses, damages, demands and claims and agrees to defend any suit or action brought against them, or any of them, based on such alleged injury or damage, and to pay all damages, cost and expenses in connection therewith or resulting therefrom. As an integral part of this agreement, contractor agrees to purchase and maintain during the life of this contract, contractual liability insurance in the amount required in the general liability insurance requirements and to furnish proper evidence thereof.

Above provision specifically applies to the contract dated \_\_\_\_\_  
between the City of Rock Hill and \_\_\_\_\_ for  
\_\_\_\_\_  
(contractor)  
\_\_\_\_\_  
(service or products)

NAME \_\_\_\_\_  
PRINT NAME \_\_\_\_\_  
TITLE \_\_\_\_\_  
COMPANY \_\_\_\_\_