



Vision

*People Families
Neighborhoods*

Mission

*To serve, protect and govern in concert
with local municipalities*

Values

*People Customer Services
Ethics Resource Management
Innovation Equal Opportunity*

Request for Proposal # 09RFP83412C-GS

Employee Health Benefit Plan

For

Finance Department

RFP DUE DATE AND TIME: May 15, 2009

RFP ISSUANCE DATE: April 6, 2009

PURCHASING CONTACT: Gus Roberson at (404) 612-5809

E-MAIL: Gus.Roberson@fultoncountga.gov

**LOCATION: FULTON COUNTY DEPARTMENT OF PURCHASING &
CONTRACT COMPLIANCE
130 PEACHTREE STREET, S.W., SUITE 1168
ATLANTA, GA 30303**

Table of Contents

1	Introduction	6
1.1	Purpose and Project Description	6
1.2	Background	6
1.3	County Objectives	7
1.4	Benefits Design (Current and 2010 Changes)	7
1.5	Potential Grady Memorial Hospital Integration Strategy	9
1.6	Purchasing the RFP	10
1.7	Pre-proposal Conference	10
1.8	Delivery Requirements	10
1.9	Proposal Due Date	10
1.10	Contact Person and Inquiries	11
2	Instructions to Proposers	12
2.1	Procurement Process	12
2.2	Contract Definitions	12
2.3	No Contact During Procurement Process	12
2.4	Clarification and Addenda	13
2.5	Term of Contract	14
2.6	Required Submittals	14
2.7	Proposal Evaluation	14
2.8	Disqualification of Proposers	15
2.9	Reserved Rights	15
2.10	Applicable Laws	15
2.11	Minimum Participation Requirements for Prime Contractors	15
2.12	Insurance and Risk Management Provisions	15

2.13	Accuracy of RFP and Related Documents	16
2.14	Responsibility of Proposer	16
2.15	Confidential Information	16
2.16	County Rights and Options	17
2.17	Cost of Proposal Preparation and Selection Process	18
2.18	Termination of Negotiations	18
2.19	Wage Clause	19
2.20	Additional or Supplemental Information	19
2.21	Reporting Responsibilities	19
2.22	GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT	19
2.23	Fulton County RFP General Requirements	20
3	Proposal Requirements	26
3.1	Submission Requirements	26
3.2	Overview of Proposal Requirements	27
3.3	Scope of Work	27
3.4	Technical Proposal Format and Content	28
3.5	Cost Proposal Format and Content	31
3.6	RFP Time Table	32
3.7	Proposal Inquiries	32
3.8	Notification of Selection	32
3.9	Adherence to Proposal Instructions	33
4	Evaluation criteria	34
4.1	Proposal Evaluation – Selection Criteria	34
5	Medical Questionnaire	35
5.1	Questionnaire Instructions (apply to all questionnaires)	35
5.2	General Experience	36
5.3	Platform Experience	37

5.4	Account administration	37
5.5	Member Services	38
5.6	Care Management, Disease Management (DM), and Wellness Programs	39
5.7	EAP	44
5.8	COBRA Administration	45
5.9	Member Tools and Education Reporting	47
5.10	Member Communication	48
5.11	Utilization Management Program	49
5.12	Management Reporting	52
6	Prescription Drug Questionnaire	53
6.1	General	53
7	Provider Networks	58
7.1	Medical	58
7.2	Pharmacy	59
8	Confirmations	61
9	Cost Proposal - Cost and Repricing Questionnaire	62
9.1	Medical	62
9.2	Pharmacy	66
9.3	Financial Caveats and Assumptions	69
10	Proposal forms	70
	Proposal forms introduction	70
	Proposal forms description	71
	FORM A: CERTIFICATION REGARDING DEBARMENT	72
	FORM B: NON-COLLUSION AFFIDAVIT OF PROPOSER/OFFEROR	75
	FORM C: CERTIFICATE OF ACCEPTANCE OF REQUEST FOR PROPOSAL REQUIREMENTS	77
	FORM D: OFFEROR'S DISCLOSURE FORM AND QUESTIONNAIRE	78

FORM E: DECLARATION OF EMPLOYEE-NUMBER CATEGORIES	82
FORM F: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT	83
FORM G: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT	86
11 Contract Compliance Requirements	89
11.1 Non-discrimination in Contracting and Procurements	89
12 Insurance and Risk Management Provisions	104
12.1 Insurance/Liability	104
12.2 Insurance and Risk Management Provisions	104
13 Sample Contract	108
14 Appendix I – Current SPDs	138
15 Appendix II – Required submittal checklist	139
16 Appendix III – Attachment Listing	141

1 Introduction

1.1 Purpose and Project Description

Fulton County, Georgia (“Fulton” or “County”) is conducting an active search of the marketplace for a service provider that can be a partner in providing health & welfare benefits to its employees effective January 1, 2010.

Through the issuance of this Request For Proposal (“RFP”), the County is soliciting Proposals from qualified Proposers (or “Proposers”) that can provide group medical, prescription drug, Mental Health/Substance Abuse (“MH/SA”), Employee Assistance Program (“EAP”), and COBRA administration services for the specified employees and retirees as a bundled offering. Proposers are required to propose on all services; however, the County reserves the right to award any service in whole or in part, if proposals suggest that doing so would benefit the County. Fulton would prefer to select a proposal that includes all services in order to simplify administration and enhance medical management capabilities through streamlined data integration.

Proposals provided in response to this RFP that comply with the submittal requirements set forth in later sections, including all forms and certifications, will be evaluated in accordance with the criteria and procedures described herein. Based on the results of the evaluation, the County will award the work to the most advantageous Proposer based on the cost and the evaluation factors set forth in the RFP.

1.2 Background

Fulton County, Georgia is one of the largest and most prominent counties in the State of Georgia. The Fulton County Board of Commissioners (the “Board”) is responsible for providing health care to the County’s active and retired employees. Currently, the County provides health care for approximately 5,000 active and 2,300 retired employees and their eligible dependents.

Fulton County currently utilizes Blue Cross Blue Shield of Georgia to administer its integrated medical, MH/SA, and EAP plans and CIGNA Pharmacy to administer its pharmacy coverage under a self-insured arrangement. Through this arrangement, the County offers several medical options to its active and retired employees and their eligible dependents:

- A health maintenance organization (HMO), which is offered to all active employees and retirees, regardless of their age at enrollment,
- A comprehensive medical plan (PPO), which is offered to all active employees and retirees under the age of 65,

-
- A comprehensive medical plan (PPO Plus), which is offered to all retirees under the age of 65 who retired prior to January 1, 1992, and
 - A Medicare Health Insurance Indemnity plan, which is offered to retirees over the age of 65 who elect Medicare coverage.

1.3 County Objectives

The current benefit contracts expire at the end of calendar year of 2009, and Fulton County has decided to conduct a market assessment of the services provided under these arrangements.

Fulton County recently conducted an employee survey to assess employee understanding, satisfaction, and expectations of the Fulton County health plan. The results of this survey were presented to the Board, which agreed upon the following overarching goals for the health plan. Below are the strategic goals of the health plan for calendar year 2010:

- Promote a work place environment of healthy lifestyles using employee education, potentially incorporating incentives and rewards.
- Provide tools and resources to employees that will empower them to make educated decisions when seeking healthcare.
- Improve the quality of healthcare provided to employees through disease management programs.
- Work to increase employee level of awareness and understanding of the benefit plan (i.e. plan design, funding arrangement, vendor selection process) in order to lead to improved employee satisfaction.
- Minimize changes to plan design where possible in order to remain within industry trend (medical inflation) which is currently increasing at a rate of 8% - 12% annually.

1.4 Benefits Design (Current and 2010 Changes)

Fulton currently provides its eligible employees with two plan options: an HMO and a PPO. HMO and PPO designs and indicated 2010 changes apply to both active and under-65 retiree populations. Current SPDs are provided in the Appendix, however, 2010 changes are not included in these SPDs. The medical plans are administered by BCBSGA and the prescription drug coverage is administered by CIGNA Pharmacy.

1.4.1 HMO Designs

	Current HMO	2010 Changes
Total Annual Deductible		
Individual	\$0	No change
Family	\$0	No change
Out-of-Pocket Limit Per Calendar Year		
Individual	N/A	No change
Family	N/A	No change
Preventive/Wellness	\$20 Copay	0% (Covered at 100%)
Office Visit Primary Care Physician	\$20 Copay	No change
Office Visit Specialist	\$20 Copay	\$30 Copay
Hospital (Inpatient)	\$50 Copay	\$100 Copay
Hospital (Outpatient)	\$50 Copay	\$100 Copay
Hospital (Emergency Room)	\$50 Copay	\$75 Copay
Urgent Care	\$20 Copay	\$30 Copay
Lifetime Maximum	Unlimited	No change
Prescription Drug Benefit		
Retail Generic	\$7 Copay	\$5 Copay
Retail Preferred Brand	\$20 Copay	No change
Retail Non-Preferred Brand	\$35 Copay	\$40 Copay
Retail Self-Admin Injectables	\$50 Copay	No change
Mail Order Generic	\$15 Copay	\$10 Copay
Mail Order Preferred Brand	\$40 Copay	No change
Mail Order Non-Preferred Brand	\$70 Copay	\$80 Copay
Mail Order Self-Admin Injectables	\$100 Copay	No change

1.4.2 PPO Designs

	Current PPO		2010 Changes	
	In-Network	Out-of-Network	In-Network	Out-of-Network
Annual Deductible				
Individual	\$200		\$250	
Family	\$400		\$500	
Employee Coinsurance	\$0	\$0	No change	
Annual Coinsurance Maximum				
Individual	\$1,500		No change	
Family	\$3,000		No change	
Preventive/Wellness	Not Covered	Not Covered	0% (Covered at 100%)	40%
PCP/Specialist	20%	40%	No change	
Hospital (Inpatient/Outpatient/ER)	20%	40%	No change	
Prescription Drug Benefit				
Retail Generic	\$7 Copay		\$5 Copay	
Retail Preferred Brand	\$20 Copay		No change	
Retail Non-Preferred Brand	\$35 Copay		\$40 Copay	
Retail Self-Admin Injectables	\$50 Copay		No change	
Mail Order Generic	\$15 Copay		\$10 Copay	
Mail Order Preferred Brand	\$40 Copay		No change	
Mail Order Non-Preferred Brand	\$70 Copay		\$80 Copay	
Mail Order Self-Admin Injectables	\$100 Copay		No change	

1.5 Potential Grady Memorial Hospital Integration Strategy

Fulton County provides some funding to a local hospital, Grady Memorial Hospital (Grady), through its partnership with DeKalb County as part of the Fulton-DeKalb Hospital Authority. Because of this arrangement, Fulton is considering an attempt to steer its employees to Grady for medical services beginning January 1, 2010. No decisions have been finalized, but a potential strategy for steering Fulton employees to Grady involves the following changes to the current HMO plan design:

- Grady would not collect the \$100 HMO copay from employees enrolled in

the Fulton HMO for inpatient and outpatient services.

- The chosen health plan would reimburse Grady according to their negotiated rate(s), as if the \$100 copayment was made.
- The chosen health plan would need to populate the copay field with \$0 for these claims, as Grady would not be collecting this amount.

Should this change be implemented, employees enrolled in the Fulton HMO would have a \$100 incentive to go to Grady for inpatient and outpatient services over other area hospitals.

1.6 Purchasing the RFP

This document and supporting documents can be downloaded at the Fulton County Website, <http://www.fultoncountyga.gov> under “Bid Opportunities”.

1.7 Pre-proposal Conference

The County will hold a Pre-Proposal Conference, on **Wednesday, April 22, 2009** in the Bid Conference Room of the Department of Purchasing and Contract Compliance, Fulton County Public Safety Building, Suite 1168, 130 Peachtree Street, S.W., Atlanta, Georgia 30303. Attendance at the Pre-Proposal Conference is voluntary for those responding to this RFP, however, Proposers are encouraged to attend. The purpose of the Pre-Proposal Conference is to provide information regarding the project and to address any questions and concerns regarding the services sought by the County in this RFP.

1.8 Delivery Requirements

Any proposal received after the above stipulated due date and time will not be considered and will be rejected and returned. It shall be the sole responsibility of the Proposer to have his/her proposal delivered to the Fulton County Department of Purchasing and Contract Compliance for receipt on or before the above stipulated due date and time. If a proposal is sent by U.S. Mail, the proposer shall be responsible for its timely delivery to the Department of Purchasing and Contract Compliance.

1.9 Proposal Due Date

All proposals are due in the Department of Purchasing and Contract Compliance of Fulton County located in the Public Safety Building, Suite 1168, 130 Peachtree St, S.W., Atlanta Georgia 30303 on or before **Friday, May 15, 2009 no later than 11:00 A.M., ET**. All submitted proposals will be time and date stamped according to the clock at the front desk of the Fulton County Department of

Purchasing and Contract Compliance. Any proposals received after this appointed schedule will be considered late and subject to be returned unopened to the Proposer. The proposal due date can be changed only by addendum.

Any proposal received after the above stipulated due date and time will not be considered and will be rejected and returned. It shall be the sole responsibility of the Proposer to have his/her proposal delivered to the Fulton County Department of Purchasing and Contract Compliance for receipt on or before the above stipulated due date and time. If a proposal is sent by U.S. Mail, the Proposer shall be responsible for its timely delivery to the Department of Purchasing and Contract Compliance. Proposals received past the deadline and/or proposals that are incomplete or do not meet the minimum requirements may be disqualified at Fulton's sole discretion.

Additional information may be requested from proposing organizations, and RFP addenda may be issued at any time during the proposal process. Vendors who provide intent to propose will be notified of the addenda.

1.10 Contact Person and Inquiries

Any questions or suggestions regarding this RFP should be submitted by e-mail to the Purchasing Department contact person no later than May 8, 2009:

Gus Roberson

Gus.Roberson@fultoncountyga.gov

Any responses made by the County will be provided on the county website, <http://www.fultoncountyga.gov>. No verbal responses shall be authoritative.

2 Instructions to Proposers

2.1 Procurement Process

The procurement will be on a formally advertised basis. All technical requirements, unless otherwise specified, must be met, or be capable of being met by the Proposer or their proposal will be disqualified as being non-responsive.

2.2 Contract Definitions

In addition to any other terms that may be defined in this solicitation, the following terms have the following meaning:

Addendum – Revision to the RFP documents issued by the County prior to the receipt of proposals.

Agreement – refers to the executed contract between the County and Contracting Entity.

County – Fulton County Government and its authorized representatives.

Contact Person – Purchasing staff designated by the Fulton County Department of Purchasing and Contract Compliance to submit any questions and suggestions to.

Offeror – the entity of individual submitting a proposal in response to this RFP.

Owner – Fulton County Government

Proposal – the document submitted by the offeror in response to this RFP.

Proposer – the entity or individual submitting a proposal in response to his RFP.

Scope of Work – All the services specified, indicated, shown, or contemplated by the Contract, and furnishing by the Contractor of all materials, equipment, labor, methods, processes, construction and manufacturing materials and equipment, tools, plants, supplies, power, water, transportation and other things necessary to complete such services in accordance with the Contract.

2.3 No Contact During Procurement Process

It is the policy of Fulton County that the evaluation and award process for County contracts shall be free from both actual and perceived impropriety, and that

contacts between potential vendors and County officials, elected officials and staff regarding pending awards of County contracts shall be prohibited.

- A. No person, firm, or business entity, however situated or composed, obtaining a copy of or responding to this solicitation, shall initiate or continue any verbal or written communication regarding this solicitation with any County officer, elected official, employee, or designated County representative, between the date of the issuance of this solicitation and the date of the County Manager's recommendation to the Board of Commissioners for award of the subject contract, except as may otherwise be specifically authorized and permitted by the terms and conditions of this solicitation.
- B. All verbal and written communications initiated by such person, firm, or entity regarding this solicitation, if same are authorized and permitted by the terms and conditions of this solicitation, shall be directed to the Purchasing Agent.
- C. Any violation of this prohibition of the initiation or continuation of verbal or written communications with County officers, elected officials, employees, or designated County representatives shall result in a written finding by the Purchasing Agent that the submitted proposal of the person, firm, or entity in violation is "non-responsive", and same shall not be considered for award.

2.4 Clarification and Addenda

Proposers may submit requests for clarifications or interpretations regarding this RFP and the Contract. Proposers must prepare such requests in writing for the County's consideration as set forth in this section of this RFP. While the County has not placed an initial limitation on the number of requests which can be submitted, Proposers are cautioned that if Proposers do not request meaningful clarifications or interpretations in an organized manner (e.g., limited frequency of requests), the County will set restrictions on the frequency and number of requests permitted. The County will not respond to requests, oral or written, received after **Friday, May 1, 2009 at 5:00 PM**, local prevailing time. Proposers are advised that this section places no obligation on the part of the County to respond to any or all requests for clarification or interpretation, and that the County's failure to respond to any such request will not relieve the Proposer of any obligations or conditions required by this RFP.

Requests for clarification or interpretation regarding this RFP shall only be submitted in writing (letter, fax or email) to:

Fulton County Department of Purchasing and Contract Compliance
Attn: Gus Roberson
Public Safety Building
130 Peachtree Street S.W. Suite 1168
Atlanta GA 30303
Email: Gus.Roberson@ fultoncountyga.gov
Fax: (404) 893-1743

RE: 09RFP83412C-GS Employee Health Benefit Plan

All responses to written requests for clarification, interpretation, or additional information will be distributed as addenda to this RFP and posted on the Fulton County website www.fultoncountyga.gov.

No oral interpretation, instruction, or information concerning this RFP given by any employee or agent of the County shall be binding on the County. Proposers who submit a Proposal in reliance on any such oral information risk having their response to this RFP deemed non-responsive by the County. Only written responses issued by addendum to this RFP should be considered by the Proposers.

During the period provided for the preparation of Proposals, the County may issue addenda to this RFP. These addenda will be numbered consecutively and will be posted on the Fulton County website, www.fultoncountyga.gov. These addenda will be issued by, or on behalf of, the County and will constitute a part of this RFP. Each Proposer is required to acknowledge receipt of each addendum by submitting an executed acknowledgment form. This acknowledgment shall include all addenda distributed prior to the Proposal Submission Date. All responses to this RFP shall be prepared with full consideration of the addenda issued prior to the Proposal Submission Date.

2.5 Term of Contract

The initial term of the contract shall be for a one (1) year term, with two (2), one (1) year renewal options at the County's discretion.

2.6 Required Submittals

See Appendix II for the Required Submittal Checklist. This checklist will assist you to ensure that all required submittals are submitted. Failure to submit all required submittals may deem your proposal non-responsive.

2.7 Proposal Evaluation

All proposals will be evaluated using the criteria specified in Section 4.1 of this RFP. Selection will include an analysis of proposals by a selection committee

composed of one or two members from the Finance Department and one or two Purchasing Staff who will review the proposal submittals in accordance with the submittal requirements and the evaluation criteria set forth in Section 4.1 of this RFP. The committee may request oral interviews and/or site visits.

2.8 Disqualification of Proposers

The submission of more than one (1) proposal to the County as the primary Proposer or member of a joint venture for the same work by an individual firm, partnership or corporation under the same or different names may be considered as sufficient for disqualification of a Proposer and the rejection of the proposal. Required copies of the same proposal are not considered as separate proposals.

2.9 Reserved Rights

The County reserves the right to accept or reject any and/or all proposals, to waive irregularities and technicalities, and to request resubmission. Any sole response that is received may or may not be rejected by the County depending on available competition and timely needs of the County. There is no obligation on the part of the County to award the contract to the lowest Proposer and the County reserves the right to award the contract to the responsible Proposers submitting responsive proposals with resulting agreements most advantageous and in the best interest of the County. The County shall be the sole judge of the proposals and the resulting agreements that are in its best interest and its decision shall be final. Also, the County reserves the right to make such investigation as it deems necessary to determine the ability of any Proposer to perform the work or service requested. Information the County deems necessary to make this determination shall be provided by the Proposer. Such information may include, but shall not be limited to, current financial statements by an independent CPA; verification of availability of personnel; and past performance records.

2.10 Applicable Laws

All applicable laws and regulations of the State of Georgia and ordinances and regulations of Fulton County shall apply. Protestors shall seek resolution of their complaints in the manner provided in the Fulton County Code of Laws §2-324 which is incorporated by reference herein.

2.11 Minimum Participation Requirements for Prime Contractors

Pursuant to Fulton County Code 102-357, Prime Proposers on the project must perform no less than 51% of the scope of work required under the project.

2.12 Insurance and Risk Management Provisions

Insurance and Risk Management provisions and Indemnification and Hold Harmless provisions are outlined in Section 12 of this RFP.

2.13 Accuracy of RFP and Related Documents

The County assumes no responsibility that the specified technical and background information presented in this RFP, or otherwise distributed or made available during this procurement process, is complete or accurate. Without limiting the generality of the foregoing, the County will not be bound by or be responsible for any explanation or interpretation of the Proposal documents other than those given in writing as an addendum to this RFP.

Should a recipient of this RFP find discrepancies in or omissions from this RFP and related documents, the recipient of this RFP shall immediately notify the Purchasing Contact Person identified in Section 2.4 in writing at the following address: Fulton County Department of Purchasing and Contract Compliance, Public Safety Bldg, 130 Peachtree Street S.E., Suite 1168 Atlanta, GA 30303. A written addendum, if necessary, then will be made available to each recipient of this RFP.

2.14 Responsibility of Proposer

Each Proposer is encouraged to conduct all necessary investigations and review all available and relevant data and information, which are necessary in its judgment in order to assume this responsibility prior to the submittal of its Proposal. Proposers are reminded of Fulton County's "**No Contact During Procurement**" policy and may only contact the person designated by the RFP.

2.15 Confidential Information

If any Proposal contains technical, financial, or other confidential information that the Proposer believes is exempt from disclosure, the Proposer must clearly label the specific portions sought to be kept confidential and specify on what the exemption is based. The County, at its sole discretion and subject to applicable law, will determine whether such exemption applies. The County has sole discretion to make such determination regarding the disclosure of information, and by responding to this RFP, Proposers waive any challenge to the County's decisions in this regard. Marking all or substantially all of a Proposal as confidential may result in the Proposer being deemed non-responsive to this RFP.

Notwithstanding the foregoing, Proposers recognize and agree that the County, its staff, and its Consultants will not be responsible or liable in any way for any losses that the Proposer may suffer from the disclosure of information or materials to third parties.

2.16 County Rights and Options

This RFP constitutes an invitation to submit Proposals to the County. Without limitation or penalty, the County reserves and holds at its sole discretion, the following rights and options:

This RFP does not obligate the County to select, procure or contract for any services whatsoever

The County reserves the right to change or alter the schedule for any events associated with this procurement and, if required, notify the Proposers. A Proposer, by submitting a Proposal, agrees to be bound by any modifications made by the County

All costs incurred by a Proposer in connection with responding to this RFP, the evaluation and selection process undertaken in connection with this procurement, and any negotiations with the County will be borne by the Proposer.

The County reserves the right to reject all Proposals and components thereof to eliminate all Proposers responding to this RFP from further consideration for this procurement, and to notify such Proposers of the County's determination.

The County may cancel this RFP without the substitution of another RFP and terminate this procurement at any time without any liability whatsoever.

The County reserves the right to waive any technicalities or irregularities in the Proposals.

The County reserves the right to eliminate any Proposer who submits incomplete or inadequate responses or is not responsive to the requirements of this RFP.

The County may request Proposers to send representatives to the County for interviews and presentations.

To the extent deemed appropriate by the County, the County may select and enter into discussion and negotiations with the Proposer(s) submitting Proposal(s), which are found to be reasonably susceptible for award.

The County reserves the right to discontinue negotiations with any selected Proposer.

The County reserves the right, without prior notice, to supplement, amend, or otherwise modify this RFP.

All Proposals (other than portions thereof subject to patent or copyright protection) become the property of the County and will not be returned, and the County reserves the right to utilize all such information contained in the Proposals without further cost to the County

The County may add to or delete from the Project Scope of Work set forth in this RFP.

Any and all Proposals not received by the Proposal Submission Date shall be rejected and returned unopened.

Neither the County, its staff, its representatives, nor any of its consultants or attorneys will be liable for any claims or damages resulting from the solicitation, collection, review, or evaluation of responses to this RFP.

The County, including its representatives and consultants, reserves the right to visit and examine any of the facilities referenced in any Proposal and to observe and investigate the operations of such facilities.

The County reserves the right to conduct investigations of the Proposers and their responses to this RFP and to request additional evidence to support the information included in any such response.

By responding to this RFP, Proposers acknowledge and consent to the rights and conditions set forth in this RFP.

2.17 Cost of Proposal Preparation and Selection Process

Each Proposal, including preparation of all information required to be included in a Proposal pursuant to this RFP, shall be prepared at the sole cost and expense (including, but not limited to, engineering and legal costs) of the Proposer. In addition, the Proposer shall be solely responsible for all costs (including engineering and legal costs) incurred by such Proposer in connection with this selection process, including any costs incurred by the Proposer in any subsequent negotiations entered into in connection with developing the Proposal. There shall be no claims whatsoever against the County, its staff, or its consultants for reimbursement for the costs or expenses (including, but not limited to, engineering and legal costs) incurred during the preparation of the Proposal or other information required by this RFP or procurement process or in connection with the selection process or any negotiations.

2.18 Termination of Negotiations

The County at its sole discretion may, at any time, to the extent permitted by Applicable Law, exclude a Proposer from further participation in any negotiation

process if the County determines that such Proposer is failing to progress in the negotiations or if the terms of its Proposal are less advantageous than those of other Proposers and such Proposer is deemed to be no longer susceptible of selection. The County will give written notice of its decision to the Proposer, which shall be sent in writing, signed by the County.

2.19 Wage Clause

Pursuant to 102-391, Each Contractor shall agree that in the performance of the Contract he will comply with all lawful agreements, if any, which the Contractor had made with any association, union, or other entity, with respect to wages, salaries, and working conditions, so as not to cause inconvenience, picketing, or work stoppage.

2.20 Additional or Supplemental Information

After receipt of the submittals, the County will evaluate the responses, including the references, financial statements, experience and other data relating to the Respondent's qualifications. If requested by the Fulton County Department of Purchasing and Contract Compliance, Respondent's may required to submit additional or supplemental information to determine whether the Respondent meets all of the qualification requirements.

2.21 Reporting Responsibilities

The successful Proposer will report directly to the Employee Benefits Manager, or designated representative of the department.

2.22 GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT

(1) Effective as of July 1, 2007, and pursuant to O.C.G.A. 13-10-91, every public employer, every contractor of a public employer, and every subcontractor of a public employer's contractor must register and participate in a federal work authorization program as follows:

No public employer shall enter into a contract for the physical performance of services within this state unless the contractor registers and participates in a federal work authorization program to verify the work eligibility information all new employees.

No contractor or subcontractor who enters into a contract with a public employer shall enter into such a contract or subcontract in connection with the physical performance of services within this state unless such contractor or subcontractor registers and participates in a federal work authorization program to verify the work eligibility information of all new employees.

In accordance with O.C.G.A. 13-10-91, the requirements of paragraphs (a) and (b) of paragraph (1) shall apply to public employers, their contractors and subcontractors, as follows:

On or after July 1, 2007, to public employers, contractors, or subcontractors of 500 or more employees;

On or after July 1, 2008, to public employers, contractors or subcontractors of 100 or more employees; and

On or after July 1, 2009, to all other public employers, their contractors, or subcontractors.

2.23 Fulton County RFP General Requirements

The following information pertains to the submission of a proposal to Fulton County ("County"), and contains instructions on how proposals must be presented in order to be considered. If specific conditions or instructions in the text of the Request for Proposal ("RFP") conflict with the General Requirements as listed here, those conditions or instructions in the RFP shall prevail.

- Proposals submitted in response to the attached RFP must be formatted as specified in the RFP. Additional sheets, literature, etc., should be clearly identified.
- The original and the required number of copies of the proposal must be returned to:

Fulton County Purchasing Agent
Fulton County Department of Purchasing and Contract
Compliance
130 Peachtree Street, S.W., Suite 1168
Atlanta, Georgia 30303

- The envelope in which the proposal is submitted must be sealed and clearly labeled with the RFP project name and number, due date and time, and the name of the company or individual submitting the proposal. Proposals must be received by the opening date and time shown on this RFP in order to be considered. The Purchasing Agent has no obligation to consider proposals which are not in properly marked envelopes. The Technical Proposal, Cost Proposal, and Contract Compliance submittals shall be submitted in separate sealed envelopes. The inclusion of any cost information in the Technical Proposal may result in such proposal being rejected by the County.

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- Proposals received after the time and date specified will not be opened or considered.
 - By submitting a signed proposal, Offeror agrees to accept an award made as a result of the submission of the prices and terms contained in that proposal. Prices proposed must be audited by the Offeror to insure correctness before the proposal is submitted. Person signing the proposal is responsible for the accuracy of information in it. The specifications, provisions, and the terms and conditions of the RFP and proposal shall become a valid contract between Fulton County and the Offeror upon notice of award of contract in writing and/or issuance of a purchase order.
 - Any contract awarded as a result of this proposal, shall comply fully with all Local, State, and Federal laws and regulations.
 - Absolutely no fax proposals or reproduction proposals will be accepted, except that if multiple copies of the proposal are required, photocopies of the original may be submitted as the additional copies, provided that they are clearly marked as such.
 - Type or neatly print company name, as well as the full legal name and title of the person signing the proposal, in all appropriate places. The Offeror's signature must be executed by a Principal of the company duly authorized to make contracts and bind the company to all terms being proposed.
 - Proposals may be withdrawn upon receipt of a written request prior to the stated due date and time. If a firm seeks to withdraw a proposal after the due date and time, the firm must present a notarized statement indicating that an error was made, with an explanation of how it occurred. The withdrawal request must be accompanied by documentation supporting the claim. Prior to approving or disapproving the request, an opinion will be obtained from Fulton County's Legal Counsel indicating whether the firm is bound by its proposal.
 - Proposals for projects that are solicited pursuant to the Georgia Local Government Public Works Construction Law (O.C.G.A. § 36-91-1 et seq.) may be withdrawn as follows:
 - The County must advise Offerors in the request for proposals of the number of days that Offerors will be required to honor their proposals. If an Offeror is not selected within 60 days of opening the proposals, any Offeror that is determined by the governmental entity to be unlikely of being selected for contract award will be released from the proposal.
 - Show information and prices in the format requested. Prices are to be quoted F.O.B. destination, and must include all costs chargeable to the Offeror in

executing the contract, including taxes. Unless otherwise provided in the Contract, Fulton County shall have no liability for any cost not included in the price. The Offeror shall provide Fulton County the benefit through a reduction in price of any decrease in the Offeror's costs by reason of tax exemptions based upon Fulton County's status as a tax-exempt entity.

- Propose all items specified or indicate under each item what alternative is being proposed and why it should be considered in lieu of the original specification. Failures to indicate any exceptions shall be interpreted as the Offeror's intent to fully comply with the specifications as written. Conditional or qualified proposals (except as specifically allowed in the specifications) are subject to rejection in whole or in part.
- Fulton County shall be the sole judge of the quality and the applicability of all proposals. Design, features, overall quality, local facilities, terms and other pertinent considerations will be taken into account in determining acceptability.
- The successful Offeror must assume full responsibility for delivery of all goods and services proposed and agree to relieve Fulton County of all responsibility and costs for prosecuting claims.
- The successful Offeror must assume full responsibility for replacement of all defective or damaged goods and/or performance of contracted services within thirty (30) days notice by the County of such defect, damage or deficiency.
- The successful Offeror must assume full responsibility for providing warranty service on all goods, materials, or equipment provided to the County with warranty coverage. Should a vendor be other than the manufacturer, the vendor and not the County is responsible for contacting the manufacturer. The Offeror is solely responsible for arranging for the service to be performed.
- The successful Offeror shall be responsible for the proper training and certification of personnel used in the performance of the services proposed.
- The successful Offeror shall not assign, transfer, convey, sublet, or otherwise dispose of any contract resulting from the RFP or of any of all of its rights, title or interest therein without prior written consent of the Fulton County Board of Commissioners.
- Proposals must contain references which reflect successful completion of contracts for the types of goods, materials, equipment, or services for which the vendor is submitting a proposal to the County. In instances where that does not apply, the proposal must contain a statement and supporting documentation demonstrating such expertise, knowledge, or experience to establish the vendor submitting the proposal as capable of meeting the demands of the proposal should an award be made to them.

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- Offerors submitting proposals may be required to furnish evidence that they maintain permanent places of business of a type and nature compatible with their proposal, and are in all respects competent and eligible vendors, able to fulfill the terms of the specifications. Fulton County may make such investigations as it deems necessary to determine the ability of the Offeror to perform such work, and reserves the right to reject any proposal if evidence fails to indicate that the proposed vendor is qualified to carry out the obligation of the contract and to complete the work satisfactorily.
 - By submitting a signed proposal, Offeror certifies that there has been no collusion with any other Offeror. Reasonable grounds for believing Offeror has an interest in more than one proposal will result in rejection of all proposals in which the Offeror has an interest. Any party to collusion may not be considered in future proposals for the same or similar work.
 - Upon notice of selection, the Offeror submitting the proposal is obligated to perform. Should a successful Offeror refuse to enter into a contract subsequent to an award, a penalty may be assessed and/or the Offeror may be found to be “non-responsible” in the future.
 - In case of default by the successful Offeror, Fulton County may procure the articles or services from another source and hold the successful Vendor responsible for any resultant excess cost.
 - Successful Offerors contract directly with the County and are the party or parties obligated to perform. Contracts may not be assigned and any failure to perform the Contract in accordance with the specifications will constitute a breach of contract and may result in an Offeror being found to be “non-responsible” in the future.
 - Invoice(s) must list each item separately and must show Fulton County’s purchase order number as well as the proper department and address to whom the service or product was provided.
 - Fulton County reserves the right to accept or reject any or all proposals, or any part thereof, and to waive any technicalities. Fulton County reserves the right to award a contract based on this RFP and the proposal(s) received (in whole or in part) to one or several Vendors.
 - Awards will not necessarily be based on cost alone. Other factors, as detailed in the RFP, will be considered in determining what proposal will be deemed to best meet the needs of Fulton County.

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- All proposals and proposals submitted to Fulton County are subject to the Georgia “Open Records Act”, Official Code of Georgia, Annotated (O.C.G.A.) § 50-18-70 et seq.
 - All proposals and proposals submitted to Fulton County involving Utility Contracting are subject to the Georgia law governing licensing of Utility Contractors, O.C.G.A. §43-14-8.2(h). The Utility Contractor License number of the person who will perform the utility work shall be written on the face of the proposal envelope.
 - Prior to beginning any work, the successful Offeror shall furnish to Fulton County (for the contracting firm and for any subcontractors) a certificate from an insurance company showing issuance of Workers’ compensation coverage for the State of Georgia or a certificated from the Georgia Workers’ Compensation Board showing proof of ability to pay compensation directly.
 - It is the policy of Fulton County that the evaluation and award process for County contracts shall be free from both actual and perceived impropriety, and that contacts between potential vendors and County officials, elected officials and staff regarding pending awards of County contracts shall be prohibited.
 - No person, firm, or business entity, however situated or composed, obtaining a copy of or responding to this solicitation, shall initiate or continue any verbal or written communication regarding this solicitation with any County officer, elected official, employee, or designated County representative, between the date of the issuance of this solicitation and the date of the County Manager’s recommendation to the Board of Commissioners for award of the subject contract, except as may otherwise be specifically authorized and permitted by the terms and conditions of this solicitation.
 - All verbal and written communications initiated by such person, firm, or entity regarding this solicitation, if same are authorized and permitted by the terms and conditions of this solicitation, shall be directed to the Purchasing Agent.
 - Any violation of this prohibition of the initiation or continuation of verbal or written communications with County officers, elected officials, employees, or designated County representatives shall result in a written finding by the Purchasing Agent that the submitted proposal of the person, firm, or entity in violation is “non-responsive”, and same shall not be considered for award.
 - Any Offeror intending to respond to this solicitation as a Joint Venture must submit an executed Joint Venture Agreement with this offer. This agreement

must designate those persons or entities authorized to execute documents or otherwise bind the Joint Venture in all transactions with Fulton County, or be accompanied by a document, binding upon the Joint Venture and its constituent members, making such designation. Offers from Joint Ventures that do not include these documents will be rejected as being “non-responsive”.

- Any Offeror intending to respond to this solicitation must complete all of the Procurement Affidavit Forms. Proposals that do not include these completed documents will be rejected as being “non-responsive”.

3 Proposal Requirements

3.1 Submission Requirements

3.1.1 Proposal Submission Date and Submittal Format

All Proposals, including all attachments, must be received by the County in a sealed package no later than **Friday, May, 15, 2009 at 11:00 A.M.** and must be addressed to:

**REQUEST FOR PROPOSALS 09RFP83412C-GS
Fulton County Department of Purchasing & Contract Compliance
Public Safety Building
130 Peachtree Street S.E. Suite 1168
Atlanta GA, 30303**

The Proposal shall consist of a Proposal and all documents listed on the Required Submittal Checklist (Appendix II). The Proposal shall include Proposer information, technical information, business-related information, and any forms requested.

The required content of the Proposal is further specified in this section of the RFP. The Proposal must be signed and acknowledged by the Proposer, including certain information to be provided under oath as required under applicable law, in accordance with the instructions herein and the various proposal forms.

THE PROPOSAL SHALL BE SUBMITTED IN SEALED ENVELOPES OR PACKAGES.

Each envelope or package shall be clearly marked as follows:

**REQUEST FOR PROPOSALS RFP 09RFP83412C-GS
Employee Health Benefit Plan
Proposer's Name and Address**

3.1.2 Number of Copies

Proposers shall submit (1) printed copy of each of their Proposals (1 copy of Technical portion, 1 copy of Cost portion, in separate envelopes). Two CDs (one containing Technical proposal and data files, the other containing Cost proposal and data files) of all information must be provided as well (all electronic copies must be in .xls or .doc format, no .pdf files will be accepted). The Technical Proposal (1 printed copy and 1 CD) should be submitted in a **separate sealed**

envelope clearly marked, “Technical Proposal.” The Cost Proposal (1 printed copy and 1 CD) should be submitted in a **separate sealed envelope** clearly marked, “Cost Proposal.” Proposers shall submit two (2) printed copies of the Contract Compliance documents (Required Forms Exhibits A – F and EBO Plan of Section 11 of this RFP) in a **separate sealed envelope** clearly marked “Contract Compliance”. All Proposals must be complete with all requested information by the due date.

3.2 Overview of Proposal Requirements

Proposers shall submit Proposals in accordance with the content and format requirements set forth in this RFP. Proposals should be clearly organized and structured in a manner that allows materials included in the document to be located easily.

Each of the instructions set forth in this section must be followed for a Proposal to be deemed responsive to this RFP. In all cases, the County reserves the right to determine, at its sole discretion, whether any aspect of the Proposal meets the requirements set forth in this section. The County reserves the right to reject any Proposal, which in its judgment, does not comply with these Proposal submission requirements.

3.3 Scope of Work

Fulton County seeks “bundled” proposals for the administration of their group medical, prescription drug, Mental Health/Substance Abuse (MH/SA), and EAP programs. These programs are self-insured. Proposals should also include COBRA administration services, as outlined in this Request for Proposal.

Medical:

Your proposal should include Active and Retiree populations. Please provide quote(s) on the proposed medical plans. Please note that the 2010 PPO and HMO plan designs differ from the current HMO and PPO. Retirees over the age of 65 are offered the Indemnity plan, as outlined in the SPD.

Prescription Drugs:

Please provide quote(s) on the proposed prescription drug plan for the HMO and PPO. Fulton desires this service to be integrated with the medical plans and not carved-out.

EAP & Mental Health/Substance Abuse:

Please provide quote(s) on the current EAP and mental health/substance abuse plan, as outlined in the attached SPD. If you cannot duplicate the current benefits, please match them as closely as possible and indicate any deviations

from the current plan design. Fulton desires this service to be integrated with the medical plans and not carved out.

COBRA Benefits

Please provide quote(s) for providing COBRA administrative services as detailed in this RFP.

3.4 Technical Proposal Format and Content

Section 1 - Executive Summary or "Our Understanding"

The executive summary shall include a brief statement of approach to the work, understanding of the project's goals and objectives and demonstrated understanding of the project's potential problems and concerns.

Section 2 - Addressing 2010 program goals

Proposers must address each of the five 2010 program goals explained in Section 1.3 of this document. In order to eliminate redundancy in your response, you may reference other sections of your response that address specific goals. For instance, in addressing the third goal related to disease management, you may wish to reference your response to the disease management portion of the medical questionnaire.

Section 3 – Project Plan

1. Name, address and telephone number of one (1) individual to whom all future correspondence and/or communications will be directed.
2. The Project Plan must address the management approach in completing the work identified in this RFP. At a minimum, the plan must identify all major tasks, when the major tasks will start and finish, planned reviews of work associated with each major task, project completion date, and any other information that will assist in planning and tracking this project successfully. Describe methodologies, including best practices and benchmarks to be used.
3. Description of project deliverables.
4. Describe your communication support you will provide Fulton throughout the plan year. Can you conduct health fairs at key Fulton locations?
5. Provide a proposed implementation plan including key dates for a January 1, 2010 effective date.

Section 4 – Project Team Qualifications/ Availability of Key Personnel

1. Provide resumes for each of the key personnel proposed for this project.
2. Each resume should be limited to no more than two (2) pages per person and

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- be organized according to the following:
- Name and Title
 - Role and responsibilities that each key personnel member will perform on this project.
 - Professional Background
 - Current and Past Relevant Experience
 - Relevant Training
3. Describe any unique or dedicated staffing plan you propose for servicing the Fulton account.
 4. For proposed key account team members, including an implementation specialist, that have day to day responsibility for the Fulton account, briefly explain their time commitments to other accounts during implementation and afterwards, if they should continue to be assigned to Fulton.
 5. Specify where subcontractors will be involved in the process, and indicate their roles and efforts.
 - If you subcontract any of your services, explain any contractual provisions you have in place to ensure client service delivery issues (or implementation issues) are resolved in a timely manner.

Section 5 – Relevant Project Experience

Identify three (3) similar clients/accounts where the Proposer has performed service to at least 3 entities comparable to what Fulton County is requesting within the past three (3) years. Such entities should include cities and/or counties which provide similar benefits to Fulton County’s proposed benefits. Limit your response to one (1) page per client/account; please provide the following information for each project:

- The name of the project, year performed and the project location.
- A description of the project.
- A reference, including a contact name, addresses and phone number. This reference should be the owner’s staff member who was in charge of the project for the owner.

Section 6 – Proposer Financial Information

Proposers’ financial statements will be reviewed. The review will focus on the Proposer’s Statement of Income, Balance Sheet and Cash Flow Statements.

The following documentation and statements are required. Failure to provide the required submittals shall result in your firm receiving a “Fail” for the ‘Financial Responsibility’ criteria for the Proposal Evaluation Criteria provided in Section 4.1.

Financial Statement/Capability:

In order for the County to complete its financial review the following documentation is requested:

- (1) Provide annual reports and financial statement for the last three (3) years, including income statements, balance sheets, and any changes in financial position.
- (2) The latest quarterly financial report and a description of any material changes in financial position since the last annual report.
- (3) Proposer's most recent Dun & Bradstreet, Value Line Reports or other credit ratings/report.

Section 7 - Location of Firm

Local Preference is given to businesses that have a business location within the geographic boundaries of Fulton County. In order to receive Local Preference, the Proposer must provide one (1) of the following supporting documentation to the Department of Purchasing & Contract Compliance:

1. Copy of occupational tax certificate (business license);
2. Copy of a lease or rental agreement;
3. Proof of ownership interest in a location within the geographical boundaries of Fulton County.

The term business location means a physical structure, office or suite but does not include a post office box or a temporary job or project site location. If submitting as a Joint Venture or Partnership, provide a copy of the Joint Venture or Partnership agreement including the business address of all members.

Failure to provide the required supporting documentation with your proposal submittal shall result in your firm receiving a "0" (zero) for Local Preference.

Section 8 - Administering Grady Memorial Hospital integration strategy

Proposers are expected to specifically address the integration strategy for Grady Memorial Hospital outlined in Section 1.5 of this document. Proposers should include detail concerning how the application of this strategy will work, and should also answer the following question:

In order for the Grady Memorial Hospital integration strategy to be effective on January 1, 2010, by when would you require Fulton County to finalize its decisions?

Section 9 - Medical Questionnaire

Proposers should complete the medical questionnaire provided in Section 5 of this document. Where external “.xls” tables are referenced, these tables should be completed and submitted both in printed copy and on the Technical proposal CDs as part of the required submission (all “.xls” tables needed for Medical Questionnaire are found in the EXCEL workbook titled, “Medical Questionnaire.xls”).

Section 10 – Prescription Drug Questionnaire

Proposers should complete the Prescription Drug Questionnaire provided in Section 6 of this document.

Section 11 – Provider Networks

Proposers should complete the Provider Networks questionnaire provided in Section 7 of this document. Where external “.xls” tables are referenced, these tables should be completed and submitted both in printed copy and on the Cost proposal CDs as part of the required submission (all “.xls” tables needed for Provider Networks section are found in the EXCEL workbook titled, “Provider Networks.xls”).

Section 12 – Confirmations

Proposers should complete the Confirmations provided in Section 8 of this document. Where external “.xls” tables are referenced, these tables should be completed and submitted both in printed copy and on the Technical proposal CDs as part of the required submission (all “.xls” tables needed for Confirmations section are found in the EXCEL workbook titled, “Confirmations.xls”).

3.5 Cost Proposal Format and Content

Cost and Repricing Questionnaire

Proposers should complete the Cost and Repricing questionnaire provided in Section 9 of this document. Where external “.xls” tables are referenced, these tables should be completed and submitted both in printed copy and on the Cost proposal CDs as part of the required submission.

3.6 RFP Time Table

The timeline for the proposal process follows:

Task	Completed By
Release of RFP	4/1/2009
Pre-Proposal conference	4/22/09
Proposers provide written inquiries	5/1/2009
Proposers are provided with responses	5/8/2009
Proposals are due to Fulton County no later than 11 P.M. Eastern Time	5/15/2009
Finalists notified	6/17/2009
Finalists' interviews	Week of 6/29/09
Award of business (Pending Board Approval)	8/5/2009
Program effective date	1/1/2010

3.7 Proposal Inquiries

The following guidelines and rules have been established to ensure effective communication:

- Questions must be submitted prior to 5/1/09 by 5:00 PM, Fulton will not respond to requests received after this time.
- Proposer inquiries will be accessible to all participating Proposers; the entity posing the question will not be identified.
- Responses will be accessible to all participating Proposers.
- Fulton will make every effort to respond to all inquiries as quickly as is practical, but no later than the date specified in the timeline above.

Proposers are advised that this section places no obligation on the part of the County to respond to any or all requests for clarification or interpretation, and that the County's failure to respond to any such request will not relieve the Proposer of any obligations or conditions required by this RFP.

3.8 Notification of Selection

Fulton will evaluate all proposals properly submitted according to this RFP, and retains sole authority to accept or reject any proposal.

Selected and non-selected Proposers will be notified in writing at the conclusion of the process. Selection is contingent on satisfactory completion of appropriate agreements which will be negotiated. Fulton reserves the right to reject all proposals.

3.9 Adherence to Proposal Instructions

Proposers shall submit Proposals in accordance with the content and format requirements set forth in this RFP. Proposals should be clearly organized and structured in a manner that allows materials included in the document to be located easily.

Each of the instructions set forth in this section must be followed for a Proposal to be deemed responsive to this RFP. In all cases, the County reserves the right to determine, at its sole discretion, whether any aspect of the Proposal meets the requirements set forth in this section. The County reserves the right to reject any Proposal, which in its judgment, does not comply with these Proposal submission requirements.

4 Evaluation criteria

4.1 Proposal Evaluation – Selection Criteria

A selection committee composed of members from the Finance Department and the Purchasing Staff shall review and rank the proposals and make recommendations to the Board of Commissioners for award of the contract. Determinations shall be based on weighted considerations:

Overall Evaluation Score	Weight
Technical	
Understanding, goals, and project plan	10%
Qualifications/Availability of Key Personnel	5%
Questionnaire Responses:	
Experience and Account Administration	10%
Member Services	5%
Medical Management and Member Engagement	13%
Prescription Drug Administration	10%
EAP Administration	2%
Provider Networks	10%
Financial Responsibility	5%
Local Preference	10%
Cost Proposal	20%

5 Medical Questionnaire

5.1 Questionnaire Instructions (apply to all questionnaires)

Instructions on how to answer the questionnaire are provided below:

- **Answer all questions in a word document and save as a .doc file. Do not save as a PDF. (Printed copies can be generated from either format, but electronic copies must be in .doc format).**
- **Yes/No questions and multiple choice questions** – Select the appropriate response. If more than one answer is acceptable, the question will so indicate. Comments and information may be provided as you see fit.
- **On some questions, you'll be referenced to complete a spreadsheet in an EXCEL workbook tab; these spreadsheets are available as part of the proposal within EXCEL workbooks named for each proposal section and should be completed and submitted as described in Section 3.1.2 of this document.**
- **Questions with sub-questions** - For questions which have sub-questions designated "a)", "b)" and so forth, answer each sub-question separately.
- **All questions must be answered** - Blank responses to individual questions are not acceptable. If information is not available or not applicable, say so explicitly in the text box.
- **Questions specific to relevant office.** All questions must be answered specific to the office or operational unit that will perform services for Fulton. For example, claim operations performance statistics (payment accuracy, etc.) should reflect only, and entirely, the office that will provide services for Fulton.
- **Be sure to maintain proper numbering of questions and answers as this will aid Fulton in the scoring of responses.** (Example - The Medical Questionnaire should reference the Section 5.X.X numbers provided in this document).
- **Questions not answered will result in a score of 0 for that question.**
- **Sections skipped will result in a score of 0 for that section.**
- **Answer all questions with a brief, concise response.**
- **Many answers will be scored relative to the other responses. Succinct and informative answers are desired.**

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- **Vendors are asked to provide 1 printed and bound copy of their response (as part of their Technical proposal) in addition to the electronic files being submitted on CDs.**

5.2 General Experience

5.2.1 Is your organization willing and able to administer the proposed medical plans (HMO, Medicare Health Insurance, PPO and PPO Plus) as described in this document?

5.2.2 Is your organization a.) Privately held, b.) Publicly traded, c.) Mutual Holding Company, or d.) Other, please describe

5.2.3 Please provide information which documents your firm's (and subcontractors') qualifications to produce the required outcomes, including its ability, capacity, skill, financial strength, and number of years of experience in providing the required services. If you are a wholly-owned subsidiary of a parent company, provide this information separately for all entities.

5.2.4 Provide information regarding your experience with governmental clients using your group medical plan and/or specialty services:

- Total membership/ lives enrolled and broken out by plan type (e.g. HMO, PPO, etc.) or service (e.g. carved-out specialty service)
- Total number of clients broken out by geography that have at least 5,000 lives
- List your top ten clients in Georgia
- List your top ten clients within the Southeast

5.2.5 Provide a copy of your overall disaster recovery plan.

5.2.6 Please provide a sample ID card and EOB. If pharmacy requires a separate ID card, please provide a copy of that as well.

5.2.7 Provide a copy of your standard business associate agreement.

5.2.8 Has your organization experienced recent merger or acquisition activity? If so, please describe.

5.2.9 Has your organization recently undergone any workforce realignments? If so, please describe.

5.2.10 Are future merger or acquisition activities expected? If so, please describe.

5.2.11 Please provide the most recent organization ratings in the tab titled, "Organization Ratings" in the "Medical Questionnaire.xls" EXCEL workbook.

5.3 Platform Experience

- 5.3.1 What enhancements have been made to the HMO and PPO platforms in the past three years?
- 5.3.2 Please complete the tab titled, "Covered Lives," for your book of business in the "Medical Questionnaire.xls" EXCEL workbook.
- 5.3.3 Identify all outsourced components for the HMO and PPO offering (e.g., networks, pharmacy, medical management, tools, etc.). Include name of partner and length of time your organizations have worked together.

5.4 Account administration

- 5.4.1 How often are you able to load eligibility data? a.) daily, b.) weekly, or c.) monthly
- 5.4.2 Please describe how you handle manual eligibility updates and the turnaround/timing of such updates.
- 5.4.3 If Fulton chooses to utilize your partnered PBM, verify that you will handle the transfer of eligibility data to the PBM and the resolution of any errors or discrepancies. What is the turnaround time?
- 5.4.4 How long does it take your organization to produce ID cards after receipt of clean eligibility data from open enrollment? a.) 24-48 hrs., b.) 48-72 hrs., c.) greater than 72 hrs.

Upon a new hire? a.) 24-48 hrs., b.) 48-72 hrs., c.) greater than 72 hrs.
- 5.4.5 Indicate how often claim data from your partnered PBM is integrated with the HMO and PPO. a.) real time, b.) multiple times per day, c.) nightly, d.) other, please specify
- 5.4.6 Provide the address where Fulton's medical claims will be processed.
- 5.4.7 Are medical claims processors dedicated solely to one client or are processors shared among different clients? If processors are shared with other clients, on average, how many clients does one team service? What is the average length of service of the processors?
- 5.4.8 Please outline the training program used for new processors. How many trainees would be assigned to the Fulton account?
- 5.4.9 What are your objectives for claim turnaround time? What is the actual claim turnaround for payment of medical claims in the proposed claim office for Fulton?

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- 5.4.10 Describe the procedures used to effectively administer COB with Medicare and other employer group plans. Does the system contain on-line edits for prior COB experience by claimant?
- 5.4.11 Submit samples of standard medical EOBs.
- 5.4.12 How is the eligibility data accessed by claims examiners? How frequently is it updated?
- 5.4.13 If selected as Fulton's administrator, please confirm that claim audits by Fulton and/or a third party be permitted?
- 5.4.14 Is the claim administration system(s) for medical fully automated? Is it a fully adjudicated system? If not, please explain how processing is handled. Are there any provisions in Fulton's programs that will be handled manually?
- 5.4.15 Describe the claim administration procedures. Provide copies of claim forms and instructions used in this process.
- 5.4.16 Describe any claim cost control programs.
- 5.4.17 How are reasonable and customary ("R&C") expense allowances determined? What statistics are used (i.e., HIAA)? What percentile is used? How often are R&C files updated?
- 5.4.18 What are the procedures for handling discrepancies between actual charges and R&C allowances?
- 5.4.19 Does the firm perform hospital bill audits? If so, describe the process. Are audits performed by the firm's employees or by an outside firm? If so, by what firm?
- 5.4.20 If Fulton chooses to utilize your partnered PBM, who will Fulton call with pharmacy-related questions (role within your organization)?
- 5.4.21 If Fulton chooses to utilize your partnered PBM, are you willing to assign a dedicated pharmacy account manager to Fulton?

5.5 Member Services

- 5.5.1 What is the process for prioritizing service requests?
- 5.5.2 Explain how service inquiries are tracked and reported.
- 5.5.3 In the spreadsheet titled, "Special Services.xls," indicate the availability of special services to address unique member needs.

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- 5.5.4 What is your process for handling grievances and appeals? Is there a clinical protocol to distinguish medical necessity from administrative benefit denials? What is the timeframe for such procedures? Please include a distinction between medical and pharmacy.
 - 5.5.5 What are the standard hours of operation for your member service call center?
 - 5.5.6 What is the turnover rate at your call center for the prior 24 months?
 - 5.5.7 Will you provide Fulton with a dedicated call center unit? If not, please describe the call center structure you are proposing (a two-employer shared dedicated unit, one of 100 employers serviced within the call center, etc.).

5.6 Care Management, Disease Management (DM), and Wellness Programs

5.6.1 General

- 5.6.1.1 Are all components of your care management/DM and Wellness programs administered internally? If not, please indicate which are outsourced. If yes, is it administered on the same data platform as claims and member service?
- 5.6.1.2 How will you obtain the pharmacy claim information if Fulton utilizes your partnered PBM?
- 5.6.1.3 In the tab titled, "Non-Medicare Membership," in the "Medical Questionnaire.xls" EXCEL workbook, provide your current non-Medicare membership managed by your care management/DM and Wellness programs.
- 5.6.1.4 How is information from health risk assessments used in your disease management and lifestyle programs?
- 5.6.1.5 For each of the past three years, provide the number of employer clients for which you currently administer care management/DM and Wellness programs.

5.6.2 Program Offerings

- 5.6.2.1 Identify the care management/DM programs you offer, membership, and indicate your current stage of development in the tab titled, "DM Programs 1" in the "Medical Questionnaire.xls" EXCEL workbook.
- 5.6.2.2 In the tab titled, "DM Accreditations," in the "Medical Questionnaire.xls" EXCEL workbook, please explain if your care management/DM programs are accredited? If so, specify which accreditations they have.

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- 5.6.2.3 Are you willing to customize your care management/DM programs and services for Fulton? If so, please explain and provide an example.
- 5.6.2.4 Complete the tab titled, "DM Program Staffing" in the "Medical Questionnaire.xls" EXCEL workbook to indicate the staffing of the various care management/DM programs.

5.6.3 Member Identification, Risk Stratification, and Engagement

- 5.6.3.1 How do you identify members as candidates for care management/DM programs? In the tab titled, "Care Management Triggers," in the "Medical Questionnaire.xls" EXCEL workbook, indicate whether the listed methods are used, and rank the order of their value, 1-14 (1 identifies the most candidates, while 14 identifies the least candidates).
- 5.6.3.2 Are patients stratified by relative risk? If yes, please describe:
- a) For which conditions/diseases
 - b) Methodology used (e.g., predictive modeling)
 - c) How strata are defined
 - d) How interventions are adjusted to the respective risk strata
- 5.6.3.3 Do you use care management/DM or other health coaching to actively engage member participation in care management/DM and Wellness programs?
- 5.6.3.4 Provide the average number of telephonic outreach attempts made by your health coaches to engage individuals in program(s). Explain your protocol of engagement.
- 5.6.3.5 What is the average percentage of members actively engaged in care management/DM or Wellness programs after receiving an invitation through an outbound call?
- 5.6.3.6 Describe how you coordinate members involved in more than one program, for example members with diabetes and CHF.
- 5.6.3.7 How do your care management/DM programs address mental health issues like depression?
- 5.6.3.8 Does your program have detailed reporting capabilities? Can Fulton see members' participation in these programs and compliance levels? Can reports be run for different time frames, specifically calendar year and calendar year to date?

5.6.4 Program Components

5.6.4.1 Please indicate which components are offered for each of your care management/DM programs and include associate fees in the Additional Fees column on the tab titled, "DM Program Components" in the "Medical Questionnaire.xls" EXCEL workbook.

5.6.5 24x7 Nurse Line

5.6.5.1 Do you provide a 24 x 7 nurse-line? If yes, is it outsourced to a third party vendor? If yes, please provide the name of the vendor.

5.6.5.2 What was the utilization – total calls and unique members – for the 24x7 nurse line for those enrolled in a health care product in 2008? What was the utilization for those enrolled in a HMO plan?

5.6.5.3 What do you do to maximize the utilization of the 24x7 nurse line?

Examples:

Web site reminders

Check stuffers

Direct mail to members

Flyers for employees

Bulletin board posters

Refrigerator magnets

Other (please specify)

5.6.5.4 Could you provide tracking reports that allow Fulton to see utilization of the 24x7 nurse line as well as common questions asked and overall satisfaction rates?

5.6.6 Health Coaching

5.6.6.1 Do you provide health coaching (apart from 24 x 7 nurse line and telephonic coaching for care management/DM programs)? If yes, is it outsourced to a third party vendor? If yes, please provide the name of the vendor.

5.6.6.2 Do your health coaches assist members with non-chronic significant medical events (e.g. maternity, knee surgery)? Describe the outreach program to identify and follow-up with these individuals.

5.6.6.3 How do you handle reticence/privacy issues on the part of the member with regard to unsolicited outreach?

5.6.6.4 What percentage of members is contacted by an outbound call from a health coach?

5.6.6.5 What clinical assessment tools/clinical content do your nurses/health coaches have access to in order to assist members?

5.6.6.6 Does your organization offer the opportunity for members to generally speak to the same health coach? Are members “assigned” to a specific coach?

5.6.6.7 What are the hours of operation for your health coaches?

5.6.6.8 Do your health coaches discuss the following issues with members?

- Medical history, medications, review of systems, lifestyle behaviors, depression screen
- Basic education about disease/condition
- Comparison of treatment plan with current guidelines
- Clarification of patient’s belief and value system
- Assessment of self-management motivation and capability
- Assessment of depression and/or mental health status
- Specification of principle care physician and next appointment
- Creation, support and adoption of self-management plan
- Cost of services and financial decisions/trade-offs

5.6.7 Prevention – Reminders and Alerts

5.6.7.1 Fill out the tab titled “Prevention Notices,” in the “Medical Questionnaire.xls” EXCEL workbook, regarding who receives notices.

5.6.7.2 Do you provide custom health alerts to members and/or treating physician? (e.g., query of medical and Rx claim data indicate member on a medication which could be harmful). If so, briefly describe the program.

5.6.8 Interactive, Web-based Management Tools

5.6.8.1 Do you provide web-based health management tools? If yes, is it outsourced to a third party vendor? If yes, please provide the name of the vendor.

5.6.8.2 Please complete the tab titled, “Health Management Programs #1,” in the “Medical Questionnaire.xls” EXCEL workbook, indicating the functional components in your interactive health management program.

5.6.9 Outcomes and Reports

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- 5.6.9.1 Briefly describe how you define success for your care management/DM and wellness programs (no more than a single page). Specifically address cost, utilization, member satisfaction, and clinical quality.
 - 5.6.9.2 Provide specific client examples of how you have impacted the inpatient utilization, ER utilization and total spend associated with particular disease states through your care management/DM programs. Please provide statistics.
 - 5.6.9.3 What is your book of business estimate of the net financial impact (ROI determination) of each of your care management/DM programs?
 - 5.6.9.4 Provide a description and examples of your standard care management/DM reports. Can you customize your reports?

5.6.10 Other Care Management Issues

- 5.6.10.1 Please complete the tab titled, "Care Management Issues," in the "Medical Questionnaire.xls" EXCEL workbook, identifying which care management characteristics you can provide.
- 5.6.10.2 Briefly describe how you involve the members' treating physicians.
- 5.6.10.3 Will you support Fulton in the development of incentive programs to promote completion of health risk assessments and behavior change associated with care management/DM and wellness programs? If so, will there be an additional fee for implementing such programs?
- 5.6.10.4 Fulton County has many employees without access to the internet. Can you administer a paper based Health Risk Assessment ("HRA")? Are there any charges associated? Discuss the process of how this can be administered and how participant data can be uploaded into the care management and lifestyle systems. Discuss any limitations you may have with paper based HRAs.
- 5.6.10.5 What types of incentive programs have you implemented for other employers?
- 5.6.10.6 Can you provide incentive programs for completing programs like smoking cessation, maternity management, diabetes, or any other care management or lifestyle program? Could you track this program and provide the same reports that you would for employees?
- 5.6.10.7 Can you administer incentive programs for dependents that complete such programs? Could a minor dependent (child) participate and receive an incentive fund upon completion?

5.6.10.8 Can a participant receive multiple funds by completing the HRA and various disease management modules?

5.7 EAP

5.7.1 Describe your EAP services, including:

- a) Your company's affiliation with the EAP provider, if applicable
- b) Description of covered services: Phone counseling, face-to-face, or both? Is there a cost difference? What are the limits on the number of visits/contacts? Location of offices (if face-to-face)?
- c) If you provide face-to-face in addition to telephonic counseling, is there an additional fee?
- d) How many years has the EAP vendor provided services?
- e) If applicable, what percent of your self-insured groups participate in your EAP plan?

5.7.2 What are the minimum qualifications, certifications and educational requirements for your EAP counselors? What additional training do your EAP counselors have?

5.7.3 What is the turnover rate for your EAP counselors within the last three years?

5.7.4 How many EAP counselors do you have? Do you maintain a target ratio of counselors to employees? If so, what is the ratio?

5.7.5 Describe how a participant normally enters your EAP, and how they typically "flow" through the system, from initial contact to termination. When are individuals referred to a third party?

5.7.6 Describe your procedures and policies regarding client confidentiality and privacy.

5.7.7 Describe the ability of your EAP to provide services to a diverse workforce, including to people who speak different languages and/or were born into different cultures.

5.7.8 Describe any worksite training services you provide. Specify the number of sessions that would be provided each year at no additional cost.

5.7.9 Describe the integration, if any, of the EAP program with the medical plan, including transition of care once limits are reached.

5.7.10 What are the EAP's standard hours of operation?

5.7.11 What resources are available after hours?

5.7.12 Does the EAP guarantee return calls to plan participants within a specified time frame? If yes, please provide detail.

5.7.13 Does the EAP have dedicated personnel and/or protocols to address substance abuse issues? If yes, please provide detail and how this integrates with MH/SA benefits.

5.8 COBRA Administration

5.8.1 Please confirm that you can provide the following COBRA administration services. For any services you are not able to provide, please provide your proposed resolution for the County.

- a) Initial Federal COBRA notification letters to newly-covered employee
- b) Initial Federal COBRA notification letters to newly-covered dependents
- c) Formal benefits continuation offers
- d) Continuation election forms
- e) Premium billing notices
- f) Late-premium-due notifications
- g) Premium collection and submission to applicable insurance vendors
- h) Reconciliation with vendors of premium submissions
- i) Cancellation notices
- j) Notifications of premium rate changes
- k) Conversion coverage notices (as needed)
- l) Other services not mentioned above, including management of address and name changes
- m) Reporting
- n) Customer services to employees/dependents who may or are continuing coverage
- o) Complaint resolutions

5.8.2 Do you outsource any of your internal functions or any of the services listed above? If so, please identify the vendors, the services, and if you have service level agreements (SLA) in place with these vendors.

5.8.3 Please describe your implementation approach and include a project plan and timeline based on the County's proposed dates for the selection of an administrator effective January 1, 2010.

5.8.4 Describe how you adhere to Federal COBRA law (including required timelines you either meet or exceed).

5.8.5 Please provide a description of your services. You may use a flowchart to map your practices. Responses should minimally include the following:

- a) Initial notification letters to newly-covered employee

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- b) Initial notification letters to newly-covered dependents
 - c) Formal benefits continuation offers
 - d) Continuation election notices/forms
 - e) Premium billing notices
 - f) Late-premium-due notifications
 - g) Premium collection and submission to applicable insurance vendors
 - h) Reconciliation with insurance vendors of premium submissions
 - i) Cancellation notices
 - j) Notifications of premium rate changes
 - k) Reporting
 - l) Conversion coverage notices
 - m) Informational services to employees/dependents continuing coverage
 - n) Complaint resolutions

5.8.6 Performance Standards:

- What are your performance standards for COBRA administration?
- Are you willing to accept financial risk if you do not meet these standards and, if so, at what level?
- If willing to accept financial risk if you do not meet these standards, how do you propose to notify Fulton County and how will your standard charge be modified?

5.8.7 Describe how your organization will provide Fulton County with up-to-date information on legislative changes that could impact Federal COBRA plans and/or their administration?

5.8.8 Describe your overall approach to implementing Federal mandates to client organizations and communicating the changes to continuants, and specifically:

- a) Describe your approach, including project plan and timeline to implement the COBRA Subsidy: HR 1, the American Recovery and Reinvestment Act of 2009, (ARRA)
- b) Provide sample communication materials
- c) Outline any fees associated with special processing

5.8.9 Describe the quality control procedures in place for your COBRA processing function.

5.8.10 Do you have the ability to revise notifications and communications as requested by the Employer? Is there a charge for these modifications and, if so, what is it?

5.8.11 Explain your participant premium billing process.

5.8.12 Explain your ability to manage premium submissions via electronic bank transfer.

5.8.13 Describe your fraud prevention procedures relative to processing premium payments on behalf of clients.

5.8.14 What reports do you include as part of your standard service?

- | | | |
|--|-----|-------|
| a) Report | Y/N | |
| b) Number of qualifying events per month | | _____ |
| c) Number of employees being billed per month | | _____ |
| d) Number of dependents being billed per month | | _____ |
| e) Number of initial notifications mailed per month | | _____ |
| f) Number of individuals who elect, and decline, continuation coverage per month | | _____ |
| g) Premium amount(s) overdue per month | | _____ |

5.8.15 What is the frequency of your standard reports (month, quarter, annual, etc.)?

5.8.16 Please provide a copy of your standard report.

5.8.17 Please describe your preferred method and format for receiving data from the County.

5.8.18 Does your service include allowing the Employer to update employee information (name, address, etc.)?

5.8.19 Describe your COBRA administration system.

5.8.20 How long has this administration system been used by your organization?

5.8.21 Is the software "pre-packaged", home grown, or a customized version of a product available in the market?

5.8.22 Describe daily backup / recovery systems and run process.

5.9 Member Tools and Education Reporting

5.9.1 In the tab titled, "Member Tools," in the "Medical Questionnaire.xls" EXCEL workbook, please indicate which health tools/information you offer, whether they are outsourced, the format in which they are available, and whether service/health coaches have access to the tools/information.

5.9.2 Do you have a member Web site? If so, please provide a temporary user ID and password to access your pre-enrollment and member web sites for review.

5.9.3 Can your Member Web site be customized to allow for Fulton co-branding?

5.9.4 Do you have a pre-member Web site available to employees prior to open enrollment?

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- 5.9.5 Can your plan selection tool be customized to include all Fulton plan design options (PPO and HMO)?
- 5.9.6 Will you allow the member Web site to be available for all eligible employees to access throughout the year?
- 5.9.7 Do you have provider report card/qualitative information available?
- 5.9.8 If you have provider report card/qualitative information available, indicate the basis of that information.

- a) Provider's experience/performance with your plan
- b) Provider's global performance (across all medical plans)
- c) Both plan and global performance

Please describe the data security pertaining to your web services. How will you protect the personal health information of your members?

- 5.9.9 How is your program structured to meet the needs of those individuals who do not have access to or are intimidated by the Internet? How will you provide them the same services you provide those who are able to navigate the web?
- 5.9.10 What do you believe is the most powerful aspect of your decision support system? How does this differentiate you from your competition?
- 5.9.11 Are the cost estimates (by service, prescription, diagnosis) provided by your tools determined on a regional or zip code basis?
- 5.9.12 Describe the progress you have made with regard to providing members with pricing transparency.
- 5.9.13 Do you support personal health records? If so, describe how they are accessed and used by your clinical staff and providers.

5.10 Member Communication

- 5.10.1 Describe your communication support with regard to general plan cycle and open enrollment in the tab titled, "Member Communications" in the "Medical Questionnaire.xls" EXCEL workbook.
- 5.10.2 Are any changes to the above information planned or anticipated for 2009? If so, please explain changes below and anticipated effective date(s).
- 5.10.3 Are there any existing or new services or tools for 2009 that are not highlighted above? If so, briefly describe.
- 5.10.4 Do you offer member activation campaigns to encourage use of the member tools and appropriate utilization of care? If so, please list the individual

campaigns and describe your standard activation campaigns. (Attach separate file if desired; include file name below.)

5.10.5 Does your organization offer personalized messages to members to encourage appropriate utilization of care? If yes, please describe the process and provide a list of the most common member-specific message topics.

5.10.6 Does your organization conduct member satisfaction surveys?

5.10.7 If so, with what frequency and are results reported by employer or only by book of business? Attach the two most recent survey results.

5.10.8 Is your communication content (newsletters, brochures, etc.) customizable to allow for Fulton co-branding?

5.10.9 Describe any post-enrollment (ongoing) communication and education tools.

5.11 Utilization Management Program

5.11.1 General

5.11.1.1 Please indicate what is included in Utilization Management.

- a) Precertification
- b) Concurrent Review
- c) Discharge Planning
- d) Large Case Management
- e) Disease Management
- f) Other. Specify
- g) None

5.11.2 Professional Nursing Staff

5.11.2.1 How are RNs, LPNs, or other medical or technical personnel used in the review process? Are all calls initially answered by an RN/LPN or screened by other personnel?

5.11.2.2 How many employees are currently covered by the UR program, and how many RN or LPN review coordinators are assigned to this process? What other types of professionals are used in the process (e.g., telephone screeners)?

5.11.2.3 What are the selection criteria for hiring new UR coordinators? What clinical experience is required?

5.11.2.4 What training is provided for new review coordinators? What ongoing education is available, including in house and outside seminars, etc.?

5.11.2.5 What was the number and percentage of review coordinators who resigned during 2007 and 2008?

5.11.3 Physician Reviewers

5.11.3.1 How many physicians are available to review cases that the review coordinator declines to certify? How many of these physicians are your firm's employees? How are they selected?

5.11.3.2 What guidelines are in place for determining how quickly these physicians are contacted and how quickly they discuss the case with the attending physicians?

5.11.3.3 What specialties are represented by the physicians?

5.11.3.4 Approximately what percentage of the physician reviews is performed by case matched physicians who are board certified? Approximately what percentage of physician reviews is performed by physicians who are at least half time employees?

5.11.3.5 Is there a full time medical director? If not, how often is an M.D. on site? What is the role of the medical director?

5.11.3.6 Do you rely on an outsource vendor for Physician Reviewers? If so, please identify the outsource vendor.

5.11.4 Precertification

5.11.4.1 Who is responsible for notifying the UR unit of a pending hospitalization?

5.11.4.2 What processes/procedures are followed from the time the UR unit receives notification of a proposed hospitalization to the date that the individual is discharged?

5.11.4.3 How does a reviewer obtain access to:
Eligibility date,
Plan of benefits information, and
Precertification panel physicians (if available)

5.11.4.4 What is the source of the criteria used in:

- Determining surgical necessity and whether a second opinion is required.
- Determining approved length of stay.
- What percentile of the data is used?
- Approximately what percentages of review cases are referred to a physician because the initial review and attending physician cannot reach agreement on the proposed level of care?

-
- Does this percentage vary between medical/surgical and psychiatric/substance abuse cases? If so, provide variances.
- 5.11.4.5 What medical criteria are used for the following?
- Whether to approve a proposed inpatient tonsillectomy.
 - Whether to approve a proposed inpatient non surgical back treatment.
 - Whether to approve a proposed inpatient alcohol detoxification program.
- 5.11.4.6 For which surgeries and under what circumstances is approval recommended of one or more preoperative days?
- 5.11.4.7 What are the initial assigned LOS and the day of hospitalization on which the first concurrent review would occur for:
- Vaginal hysterectomy,
 - Lumbar laminectomy,
 - Childhood asthma, and
 - Normal delivery.
- 5.11.4.8 Who has the authority to deny certification of a proposed admission or continuing care? What processes are followed in such cases, who is notified, and within what timeframe?
- 5.11.4.9 What happens once an admission is certified and a LOS assigned? Is a concurrent review performed? Does a reviewer perform discharge planning services?
- 5.11.4.10 What provisions are made for employees and providers who wish to appeal a reviewer's decision? How does the appeals process work?
- 5.11.4.11 During 2008, how many appeals were requested? How often was the original review decision upheld?
- 5.11.5 Concurrent Reviews and Discharge Planning
- 5.11.5.1 How are concurrent reviews conducted? Are all cases reviewed, or just those with specific diagnoses?
- 5.11.5.2 What percentage of cases is approved for additional days beyond those originally authorized?
- 5.11.5.3 Do the concurrent reviews include a review of length of stay only? Do psychiatric drugs receive special attention? If so, describe.
- 5.11.5.4 Are non-delegated, on site reviews performed? In what situations? Is there an extra charge?

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- 5.11.5.5 Is the information transmitted by the provider over the telephone ever validated by a retrospective review of the full medical record? If so, what percentage of cases is validated in this fashion?
 - 5.11.5.6 What involvement do you typically have in discharge planning?
 - 5.11.5.7 For psychiatric/substance abuse cases, how do you monitor aftercare? What other follow up activities do you routinely pursue following an inpatient confinement?

5.11.6 Telephone system

- 5.11.6.1 When a call comes into the UR office, by what process is it assigned to a reviewer?
- 5.11.6.2 How does the unit monitor the adequacy of incoming phone lines? What standards are in place for determining adequate telephone coverage? How many calls waiting? How many hang ups?
- 5.11.6.3 During what hours and on what days is the UR unit available?
- 5.11.6.4 What arrangements are made for handling telephone calls during the time period when the office is not staffed?

5.11.7 Savings

- 5.11.7.1 Does your company guarantee that savings resulting from the UR program will exceed Fulton's administrative cost?
- 5.11.7.2 How are UR costs billed?
- 5.11.7.3 How are cost savings measured/justified?

5.12 Management Reporting

- 5.12.1 Provide samples of the standard management reports you would provide Fulton at no additional charge.
- 5.12.2 What is the timeframe for providing standard reports?
- 5.12.3 Are reports available online?
- 5.12.4 Is there an additional charge for ad hoc reporting? If so, please provide the average cost per report and the average preparation time.

6 Prescription Drug Questionnaire

6.1 General

- 6.1.1 Does your organization have a bona fide network of provider pharmacies that have contractually agreed with your organization to provide prescription drugs at a negotiated pricing formula?
- 6.1.2 List the major pharmacy chains that participate within your network.
- 6.1.3 If a major pharmacy chain is listed as a participating pharmacy, do all locations within that chain reside in your network?
- 6.1.4 Which mail service pharmacy would service the Fulton account? Why should Fulton members fill their prescriptions through mail service?
- 6.1.5 Does your organization have the ability to integrate medical and pharmacy specialty medication programs? Do you currently integrate such programs? Name the advantages of an integrated program.
- 6.1.6 What quality and performance criteria do you use to recruit and select participating pharmacies? Describe how you would handle a Fulton request for developing a customized retail pharmacy network specific to Fulton's utilization patterns for the explicit purpose of maximizing retail network savings while minimizing employee disruption.
- 6.1.7 To what degree does your organization conduct physician provider profiling to assess dispensing and cost patterns and/or to influence physicians to reduce inappropriate prescribing?
- 6.1.8 Comment in depth on your process for coordinating pharmaceutical utilization with the medical plan utilization review and case management within your organization.
- 6.1.9 Please list the base clinical programs which are offered to Fulton at no additional charge. Please specify if Fulton must opt out or opt into these programs. Please list the optional clinical programs which are available for Fulton to purchase. Please list the fees and ROI guarantees associated with each.
- 6.1.10 Describe your organization's process for supporting Fulton's Retiree Part D RDS process? What information will your organization provide to Fulton each year in support of the filing process?
- 6.1.11 Describe the number and type of formularies your organization provides to both the commercial and Medicare market. Please identify the formulary or formularies your proposal is based on and why each was selected.

6.1.12 Provide samples of the standard pharmacy management reports you would provide Fulton at no additional charge. Does your organization offer online, web based reporting solutions for Fulton? What, if any, fees are associated with this?

6.1.13 What is the timeframe for providing standard reports?

6.1.14 Are reports available online for manipulation and specific querying by Fulton?

6.1.15 Is there an additional charge for ad hoc reporting? If so, please provide the average cost per report and the average preparation time.

6.1.16 What is the source of AWP for retail pricing? Explain or Identify

- a) Published source using 11-digit NDC
- b) Published source using less than 11-digit NDC (specify in 10 words or less)
- c) Average AWP
- d) Other (specify in 10 words or less)

6.1.17 Are any monies from any of the following applied directly or indirectly, in whole or in part to the retail brand discount (check all that apply)?

- a) U & C savings
- b) MAC discounts on multisource brand products
- c) Formulary rebates (earned or paid to PBM or client)
- d) Audit savings
- e) Drug interchange savings (brand-to-brand or brand-to-generic)
- f) DUR savings
- g) Other utilization or clinical management savings (i.e., prior authorization)
- h) Member cost share (i.e., member pays the difference on multisource brand drugs)
- i) Other, please specify

6.1.18 If any items are checked in the question above, estimate the effective discount off AWP for the combination of all items that are checked as they apply to the retail brand discount.

6.1.19 Are any monies from any of the following applied directly or indirectly, in whole or in part to the retail generic discount (check all that apply)?

- a) U & C savings
- b) MAC discounts on multisource brand products
- c) Formulary rebates (earned or paid to PBM or client)
- d) Audit savings
- e) Drug interchange savings (brand-to-brand or brand-to-generic)
- f) DUR savings

-
- g) Other utilization or clinical management savings (i.e., prior authorization)
 - h) Member cost share (i.e., member pays the difference on multisource brand drugs)
 - i) Other, please specify

6.1.20 If any items are checked in the question above, estimate the effective discount off AWP for the combination of all items that are checked as they to the retail generic discount.

6.1.21 For the Retail MAC list that will be used for this client:

- What is estimated % of total generic Rx's subject to MAC price (defined as generic drugs and multisource brand drugs on the Retail MAC list) ?
- What is estimated % of total generic dollars subject to MAC price (defined as generic drugs and multisource brand drugs on the Retail MAC list)?
- Do you apply Retail MAC price cost controls to any multisource brand drugs?

6.1.22 How is the Retail MAC price list derived?

- a) HCFA MAC
- b) Modified HCFA MAC
- c) PBM proprietary MAC
- d) Other

6.1.23 What is the source of AWP for mail pricing? Explain Or Identify

- a) Published source using 11-digit NDC _____
- b) Published source using less than 11-digit NDC (specify in 10 words or less)_____
- c) Average AWP
- d) Other (specify in 10 words or less)

6.1.24 Are any monies from any of the following applied directly or indirectly, in whole or in part to the mail brand discount (check all that apply)?

- a) U and C savings
- b) MAC discounts on multisource brand products
- c) Formulary rebates (earned or paid to PBM or client)
- d) Audit savings
- e) Drug interchange savings (brand-to-brand or brand-to-generic)
- f) DUR savings
- g) Other utilization or clinical management savings (i.e., prior authorization)

-
- h) Member cost share (i.e., member pays the difference on multisource brand drugs)
 - i) Other, please specify

6.1.25 If any items are checked in the question above, estimate the effective discount off AWP for the combination of all items that are checked as they apply to the mail brand discount.

6.1.26 Are any monies from any of the following applied directly or indirectly, in whole or in part to the mail generic discount (check all that apply)?

- a) U and C savings
- b) MAC discounts on multisource brand products
- c) Formulary rebates (earned or paid to PBM or client)
- d) Audit savings
- e) Drug interchange savings (brand-to-brand or brand-to-generic)
- f) DUR savings
- g) Other utilization or clinical management savings (i.e., prior authorization)
- h) Member cost share (i.e., member pays the difference on multisource brand drugs)
- i) Other, please specify

6.1.27 If any items are checked in the question above, estimate the effective discount off AWP for the combination of all items that are checked as they apply to the mail generic discount.

6.1.28 If a Mail Order MAC list will be used for this client, provide the following:

- Estimated % of total generic Rx's subject to Mail Order MAC price (defined as generic drugs and multisource brand drugs on the Mail Order MAC list).
- Estimated % of total generic dollars subject to Mail Order MAC price (defined as generic drugs and multisource brand drugs on the Mail Order MAC list).
- Do you apply Mail Order MAC price cost controls to any multisource brand drugs?

6.1.29 How are specialty drugs discounted:

- a) The proposed discount is applied to each specialty drug dispensed
- b) The proposed discount represents an average of the discounts applied to each specialty drug dispensed
- c) The proposed discount represents an average of the discounts applied to each specialty drug dispensed

6.1.30 What package sizes are used for the discount calculation in mail order?

- a) Actual NDC
- b) 100-count NDC
- c) Bulk Packaging (Other)

6.1.31 Describe any repackaging of products that occurs in your mail order facility and the impact on AWP and/or pricing from the originator product.

6.1.32 What is the basis for administrative fees typically charged for claims?

- a) PEPM
- b) PMPM
- c) Per paid claim
- d) Per paid and denied claim
- e) Per paid, denied and reversed claim
- f) Other, specify in 10 words or less

6.1.33 All discount and rebate information requested is to be quoted as floor guarantees. Likewise, all dispense and administrative fees are to be quoted as ceiling guarantees. Please confirm your agreement.

6.1.34 Please state whether the financial arrangement provided within this RFP are underwritten as transparent or a traditional arrangement.

6.1.35 How often is the AWP price updated and verified?

7 Provider Networks

7.1 Medical

- 7.1.1 Do the credentialing processes for your physician and hospital networks you own or lease meet current NCQA guidelines? If no, please provide your organization's position on credentialing efforts and accreditation.
- 7.1.2 Please list all networks available in the areas listed in the tab titled, "Network Analysis," in the "Provider Networks.xls" EXCEL workbook, and indicate whether they are owned or leased. If leased, please include the name of the rental network, the contract start date and expiration date.
- 7.1.3 Do you lease networks in any areas other than the ones listed in the tab titled, "Network Analysis" in the "Provider Networks.xls" EXCEL workbook? If so, please include the area, name of the rental network, the contract start date and expiration date.
- 7.1.4 Do you have specialized networks available (e.g., incentive-based, narrow, etc.)? If so, please describe fully.
- 7.1.5 Describe your national network in terms of coverage of Fulton employees outside of major Fulton locations.
- 7.1.6 Network Build-out and Future Offerings
 - 7.1.6.1 Describe your organization's business plan for future network offerings (Brief Answer).
 - 7.1.6.2 Describe your procedures for building out the network in areas where your current access is insufficient (Brief Answer).
 - 7.1.6.3 What specific commitments are you able to give Fulton concerning your efforts to meet minimum access standards by 1/1/10, and to recruit specific key providers identified by Fulton (Brief Answer)?
- 7.1.7 Provider Network Analysis
 - 7.1.7.1 General Instructions

In order to assess your network financials and capabilities please follow the instructions below to provide GeoAccess and Disruption information:

Use the same network when performing each of the components of the network analysis; GeoAccess and Disruption. For example, do NOT use one network for the GeoAccess analysis and a different one when performing Disruption. If you plan on using separate networks for the HMO, and/or PPO plan offering you will

need to provide a response for each. There are two attachments you will need to conduct this analysis:

“2009 Census_File_Actives.xls” and “2009 Census_File_Retirees.xls.”

7.1.8 Network Analysis

7.1.8.1 Please complete the Network Analysis chart included in the tab titled, “Network Analysis – Detail,” in the “Provider Networks.xls” EXCEL workbook, for each network that would apply to Fulton County.

7.1.9 Disruption

7.1.9.1 In order to determine the number of potential disrupted provider relationships and recruitment needs, please complete a disruption analysis with the census provided.

7.1.10 Contracting

7.1.10.1 What percentage of total plan physicians are contracted as follows in 2008?

- a) Individual contracts
- b) Physician hospital organizations
- c) Group or multi-specialty group practices
- d) IPAs
- e) Staff practices (employees)

The total % for items “a” through “e” must be 100%.

7.1.10.2 Do you expect significant contract changes for 2010? If yes, please describe.

7.1.10.3 Please provide contract renegotiation information in the tab titled, “Provider Contracts” in the “Provider Networks.xls” EXCEL workbook.

7.1.10.4 Do your proposed networks have risk contracts with physicians? (Please indicate yes/no for each item below)

- a) Shared only
- b) Full only
- c) Both Shared & Full
- d) None

7.2 Pharmacy

7.2.1 Participating pharmacy network match: Conduct a ZIP Code match for your network indicating the percentage of Fulton's population having at least 2 pharmacies within a 10-mile radius. Censuses have been provided to assist you

in your response in files titled, "2009 Census_File_Actives.xls" and "2009 Census_File_Retirees.xls."

8 Confirmations

Please complete the tab titled, "Confirmations" in the "Confirmations.xls" EXCEL workbook

9 Cost Proposal - Cost and Repricing Questionnaire

9.1 Medical

9.1.1 Provide a copy of your standard ASO contract, including your proposed performance guarantees.

9.1.2 Reimbursement and Claims Adjudication

9.1.2.1 In the tab titled, "Provider Reimbursements," in the "Cost Proposal – Cost and Repricing Questionnaire.xls" EXCEL workbook, indicate what percentage of provider reimbursement is through the listed types of payments.

9.1.2.2 In the tab titled, "Hospital Reimbursements," in the "Cost Proposal – Cost and Repricing Questionnaire.xls" EXCEL workbook, indicate what percentage of inpatient and outpatient hospital reimbursement is through the listed types of payments.

9.1.2.3 For what percentage of your rental networks do you perform the following?

- a) Load hospital and provider discounts directly on system
- b) Provide in-house terminal with access to discounts
- c) Electronically reprice claims
 - Hospital
 - Physician
- d) Manually reprice claims
 - Hospital
 - Physician

9.1.2.4 Please complete the tabs titled, "CPT List" and "DRG list," in the "Cost Proposal – Cost and Repricing Questionnaire.xls" EXCEL workbook, with your average provider reimbursements within the Fulton County/Atlanta service area for each CPT and DRG code. Fulton understands the proprietary nature of this data, and will not share this information with other Proposers.

9.1.3 Repricing

9.1.3.1 In order for Fulton to assess the network discounts that will be realized when its employees access network providers, please complete the repricing analysis, which can be found in the attached claims extract files "Claims Extract.zip".

Please reprice each claim line in the file with the amounts allowed under your current network contracts, excluding any and all network access and TPA fees. In the extract, you are provided "eligible charges" and are asked to

provide your own discounted amounts. The discounted amounts for each claim should be based on the same network used for the disruption analysis.

If your organization is unable to reprice a claim or the provider is a non-participating provider, the eligible amount must be input as the discounted amount.

The discount amount is to represent your allowed amount (allowed = total eligible amount - network discount) of your network contract with the provider for services rendered and must not represent prompt pay discounts.

Your organization is to assume that all charges in the “eligible charges” are covered and there is to be no adjustment for plan design. Vendors will be held accountable in the future regarding the price levels provided.

All repricing responses must be returned with all of the original fields and the exact number of records that were included on the original file.

9.1.4 Discount Guarantee

Fulton seeks the most favorable discounts from providers in the selected provider network. In this RFP, you are requested to price certain medical procedures in various geographic parts of the State to determine the level of discount from ‘normal’ charges. In like manner, it is also the desire of Fulton, upon completion of each plan year, to have the selected network provide an analysis of *actual* discounted savings, which were realized over the course of the plan year for their HMO and PPO, and use this analysis to compare the results to the *expected* discounts, as quoted.

- a) How much fees will you put at risk? Please provide either PEPM or aggregate dollars at risk.
- b) What discount percent will you guarantee? What claims does this discount apply to?
- c) Can you provide a guarantee without a corridor?
- d) How do you propose to ascertain actual savings, i.e. the formula for determining the actual performance against expected or ‘quoted’ discounts?
- e) Describe the management information that you will provide Fulton to support the year-end performance results.
- f) Provide samples of existing agreements, if any, that your network has used with other large plan sponsors to meet network discount targets.
- g) Can discount guarantees be offered on subsequent renewals?

9.1.5 ASO Fees

9.1.5.1 Instructions

-
- ASO fees should be provided on a per-employee-per-month ("PEPM") basis. Other ancillary fees can be on alternative bases, if specifically indicated.
 - The proposed plan designs are included in Section 1 Introduction.
 - There should be no commissions included.
 - Three-year fee guarantee/commitment is required for all services.
 - Please indicate the services that are included in your basic fees and those services for which there are additional costs.
 - Include all services available to Fulton however detail each fee component.
 - Please provide different fee levels based on different enrollment scenarios into the respective plans.

9.1.5.2 Complete the tab titled, "ASO Fees," in the "Cost Proposal – Cost and Repricing Questionnaire.xls" EXCEL workbook. Provide all fees and claim projections PEPM. "All Services Utilized" are the costs that Fulton will pay, utilizing all services your organization proposes (Fulton desires that services not be carved out, but reserves the right to carve out services if RFP responses suggest that it would be beneficial to do so).

9.1.5.3 In the tab titled, "Other Service Fees," in the "Cost Proposal – Cost and Repricing Questionnaire.xls" EXCEL workbook, please indicate the cost of the identified services, if not included in base ASO fees.

9.1.6 Service / Performance Guarantees

Please provide the total amount of fees you are willing to put at risk through all sources.

9.1.6.1 Complete the tab titled, "Member Services Guarantees," in the "Cost Proposal – Cost and Repricing Questionnaire.xls" EXCEL workbook, regarding your Member Services. Indicate performance standards, and whether administrative fees will be placed at risk for this standard. Where such a standard does not exist, please indicate "N/A." Standards should be specific to Fulton.

9.1.6.2 Complete the tab titled, "Claims Processing Guarantees," in the "Cost Proposal – Cost and Repricing Questionnaire.xls" EXCEL workbook, regarding your Claims Processing. Indicate performance standards, and

-
- whether administrative fees will be placed at risk for this standard. Where such a standard does not exist, please indicate "N/A." Standards should be specific to Fulton.
- 9.1.6.3 Complete the tab titled, "Implementation Service Guarantees," in the "Cost Proposal – Cost and Repricing Questionnaire.xls" EXCEL workbook, regarding your Implementation Services. Indicate performance standards, and whether administrative fees will be placed at risk for this standard. Where such a standard does not exist, please indicate "N/A." Standards should be specific to Fulton.
- 9.1.6.4 Complete the tab titled, "Operational Service Guarantees," in the "Cost Proposal – Cost and Repricing Questionnaire.xls" EXCEL workbook, regarding the ongoing operational services. Indicate performance standards, and whether administrative fees will be placed at risk for this standard. Where such a standard does not exist, please indicate "N/A." Standards should be specific to Fulton.
- 9.1.6.5 Complete the tab titled, "Reporting Service Guarantees," in the "Cost Proposal – Cost and Repricing Questionnaire.xls" EXCEL workbook, regarding your Reporting Services. Indicate performance standards, and whether administrative fees will be placed at risk for this standard. Where such a standard does not exist, please indicate "N/A." Standards should be specific to Fulton.
- 9.1.6.6 Complete the tab titled, "Account Management Service Guarantees," in the "Cost Proposal – Cost and Repricing Questionnaire.xls" EXCEL workbook, regarding your Account Management Services. Indicate performance standards, and whether administrative fees will be placed at risk for this standard. Where such a standard does not exist, please indicate "N/A." Standards should be specific to Fulton.
- 9.1.6.7 Are you willing to consider financial or claim target guarantees for medical claims? If so, describe how you would propose structuring the guarantee with regard to measurement and timing.
- 9.1.7 EAP
- 9.1.7.1 Please complete the tab titled, "EAP," in "Cost Proposal – Cost and Repricing Questionnaire.xls" EXCEL workbook.
- 9.1.8 COBRA administration
- 9.1.8.1 Please complete the tab titled, "COBRA," in "Cost Proposal – Cost and Repricing Questionnaire.xls" EXCEL workbook.

9.2 Pharmacy

- 9.2.1 In the tab titled, "Fulton Top 15 Rx Generic," in the "Cost Proposal – Cost and Repricing Questionnaire.xls" EXCEL workbook, are two charts that show Fulton's top 15 generic drugs for 2008 split by cost and count. Please input your discount on a 30 day supply, dispensing fee, and rebate information specific to that drug and drug weight.
- 9.2.2 In the tab titled, "Fulton Top 15 Rx Branded," in the "Cost Proposal – Cost and Repricing Questionnaire.xls" EXCEL workbook, are two charts that show Fulton's top 15 branded drugs for 2008 split by cost and count. Please input your discount on a 30 day supply, dispensing fee, and rebate information specific to that drug and drug weight.
- 9.2.3 In the tab titled, "Rx Administration Fees," in the "Cost Proposal – Cost and Repricing Questionnaire.xls" EXCEL workbook, please indicate all items that are included in the base administration fee. If not included in fee, provide the actual cost associated with the service per occurrence and an estimated annual expense (based on the average for a similarly sized client).
- 9.2.4 In the tab titled, "Rx Rebate Guarantees," in the "Cost Proposal – Cost and Repricing Questionnaire.xls" EXCEL workbook, please provide pertinent rebate information.
- 9.2.5 What percentage of all rebates will be retained as formulary management fee?
- 9.2.6 How are formulary rebates tracked and reported?
- 9.2.7 Will rebates earned above the guarantee be applied to meet any discount or savings guarantee? If so, explain.
- 9.2.8 Describe your reconciliation process and timing (in terms of reconciling a rebate guarantee against actual rebate payments).
- 9.2.9 Please complete the tab titled, "Other Rx Fees" in the "Cost Proposal – Cost and Repricing Questionnaire.xls" EXCEL workbook.
- 9.2.10 Describe the methodology used to calculate savings (describe for each program if different)?
- 9.2.11 Is there any double counting that occurs where a single claims transaction may result in savings for multiple programs? If so, describe situations that result in double counting.
- 9.2.12 Describe any assumptions for reimbursement rates, administrative fees or rebates.

9.2.13 Rebate Guarantees: Quote These as NET values:

- For Retail and Mail - Provide the dollar value of your rebate guarantee spread across all claims (e.g. \$2.50/cl) to be paid to Fulton per claim

9.2.14 Please fill out the tab titled, "Rx AWP Discounts" in the "Cost Proposal – Cost and Repricing Questionnaire.xls" EXCEL workbook.

9.2.15 What percent of generic claims are priced at the MAC price provided in retail?

9.2.16 What percent of generic claims are priced at the MAC price provided in mail?

9.2.17 Please fill out the tab titled, "Rx Dispensing Fees" in the "Cost Proposal – Cost and Repricing Questionnaire.xls" EXCEL workbook.

9.2.18 Administrative Fees:

- For Retail and Mail - Quote dollar amount per paid electronic claim (Admin Fee Electronic)
- For Retail and Mail - Quote dollar amount per paid paper claim (Admin Fee Paper)

9.2.19 Additional Credits:

-Include the total dollar value of your proposed implementation credit

- Dollar Value of Implementation Credit

-Provide the total dollar value of any additional credits you are proposing (include timing of credit)

Dollar Value of other credits (List individually)

9.2.20 Please complete the tab titled, "Rx Discount and Rebate Information," in the "Cost Proposal – Cost and Repricing Questionnaire.xls" EXCEL workbook, regarding prescription drug discount and rebate information for your national network. Please note net effective discount is the AWP equivalent discount associated with all brands or generics (net of MAC, U&C, zero balance, etc.).

9.2.21 Describe any rating caveats or assumptions associated with your quoted fees. Specifically identify any other additional fees (e.g., set-up, ID cards, reports, etc.).

9.2.22 Fulton is requesting proposing organizations fund a pre-implementation claims review and operational readiness assessment conducted by an independent third party organization as part of the overall quality assurance process. Will your organization agree to fund this review? If yes, what amount will your organization agree to fund?

9.2.23 Confirm that all possible fees are accounted for in the above fee quote and responses.

9.2.24 Service / performance guarantees

9.2.24.1 Please provide the total amount of fees you are willing to put at risk through all sources.

9.2.24.2 Complete the tab titled, "Rx Member Services Guarantees," in the "Cost Proposal – Cost and Repricing Questionnaire.xls" EXCEL workbook, regarding your Member Services. Indicate performance standards, and whether administrative fees will be placed at risk for this standard. Where such a standard does not exist, please indicate "N/A." Standards should be specific to Fulton.

9.2.24.3 Complete the tab titled, "Rx Claims Processing Guarantees," in the "Cost Proposal – Cost and Repricing Questionnaire.xls" EXCEL workbook, regarding your Claims Processing. Indicate performance standards, and whether administrative fees will be placed at risk for this standard. Where such a standard does not exist, please indicate "N/A." Standards should be specific to Fulton.

9.2.24.4 Complete the tab titled, "Rx Implementation Service Guarantees," in the "Cost Proposal – Cost and Repricing Questionnaire.xls" EXCEL workbook, regarding your Implementation Services. Indicate performance standards, and whether administrative fees will be placed at risk for this standard. Where such a standard does not exist, please indicate "N/A." Standards should be specific to Fulton.

9.2.24.5 Complete the tab titled, "Rx Operational Service Guarantees," in the "Cost Proposal – Cost and Repricing Questionnaire.xls" EXCEL workbook, regarding the follow ongoing operational services. Indicate performance standards, and whether administrative fees will be placed at risk for this standard. Where such a standard does not exist, please indicate "N/A." Standards should be specific to Fulton.

9.2.24.6 Complete the tab titled, "Rx Reporting Service Guarantees," in the "Cost Proposal – Cost and Repricing Questionnaire.xls" EXCEL workbook, regarding your Reporting Services. Indicate performance standards, and whether administrative fees will be placed at risk for this standard. Where such a standard does not exist, please indicate "N/A." Standards should be specific to Fulton.

9.2.24.7 Complete the tab titled, "Rx Account Management Service Guarantees," in the "Cost Proposal – Cost and Repricing Questionnaire.xls" EXCEL workbook, regarding your Account Management Services. Indicate

performance standards, and whether administrative fees will be placed at risk for this standard. Where such a standard does not exist, please indicate "N/A." Standards should be specific to Fulton.

9.2.24.8 Are you willing to consider financial or claim target guarantees for prescription drug claims? If so, describe how you would propose structuring the guarantee with regard to measurement and timing. A claims file has been attached for prescription drug claims incurred by Fulton members.

9.3 Financial Caveats and Assumptions

9.3.1 Describe any rating caveats or assumptions associated with your quoted fees. Specifically identify any other additional fees (e.g., set-up, ID cards, reports, etc.).

9.3.2 Is there an additional fee for providing on-line Web tools to all Fulton employees?

9.3.3 If you are willing to fund a pre-implementation audit, please specify the allotted fees/expenses and scope of testing you are willing to accommodate.

9.3.4 Confirm that all possible fees are accounted for in the fee quotes and responses provided.

10 Proposal forms

Proposal forms introduction

To be deemed responsive to this RFP, Proposers must provide the information requested and complete in detail all Proposal Forms. The appropriate individual(s) authorized to commit the Proposer to the Project must sign the Proposal Forms. Proposers should reproduce each Proposal Form, as required, and complete the appropriate portions of the forms provided in this section.

Form A - Certification Regarding Debarment

Form B - Non-Collusion Affidavit of Proposer/Offeror

Form C - Certificate of Acceptance of Request for Proposal Requirements

Form D - Disclosure Form and Questionnaire

Form E - Declaration of Employee-Number Categories

Form F - Georgia Security and Immigration Contractor Affidavit/Agreement

Form G – Georgia Security and Immigration Subcontractor Affidavit

Proposal forms description

Certification Regarding Debarment

Proposer shall complete and submit Form A, which certifies that neither it nor its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from doing business with any government agency.

Non-Collusion Affidavit of Proposer/Offeror

The Proposal shall include a copy of Proposal Form B, executed by an authorized officer of the corporation. Proposals developed by a joint venture shall be similarly executed by all joint venture participants.

Certificate of Acceptance of Request for Proposal Requirements

Proposer shall complete and submit Form C, which certifies that Proposer has read the solicitation including all addenda, exhibits, attachments and appendices.

Disclosure Form and Questionnaire

Proposer shall complete and submit Form D, which requests disclosure of business and litigation.

Declaration of Employee-Number Categories

Proposer shall complete and submit Form E, which requests the employee-number category applicable to your company.

Georgia Security and Immigration Contractor Affidavit and Agreement

Proposer shall complete and submit Form F, in order to comply with the requirements of O.C.G.A. 13-10-91 and the Georgia Department of Labor Rule 300-10-01-.02.

Georgia Security and Immigration Subcontractor Affidavit

Proposer shall ensure that any subcontractor(s) that will be utilized for this project shall complete and submit Form G, Subcontractor Affidavit.

FORM A: CERTIFICATION REGARDING DEBARMENT

- (1) The Offeror certifies that neither it or its subcontractors is presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from doing business with any government agency. Any such exclusion may cause prohibition of your firm from participating in any procurement by the Fulton County Government.
- (2) If the Offeror is unable to certify to any of the statements in this certification, such Offeror or subcontractor shall attach an explanation to this proposal.

INSTRUCTIONS FOR CERTIFICATION

By signing and submitting this certification, the Offeror is providing the certification set out below:

- (1) The certification in this clause is a material representation of fact upon which reliance will be placed. If it is later determined that the prospective vendor knowingly rendered a false certification, the Purchasing Agent may pursue all available remedies, including suspension and/or debarment, for withdrawal of award or termination of a contract.
- (2) The prospective Offeror shall provide immediate written notice to the Purchasing Agent if at anytime the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (3) Offeror shall be under a continuing duty to immediately inform the Purchasing Agent in writing of any changes, if as a result of such changes, the Offeror certification regarding debarment is affected.

DEBARMENT ORDINANCE

The following Section 2-322 of Fulton County Code of Laws establishes the procedure for the debarment of contractors.

a) Authority to suspend.

After reasonable notice to the entity involved and reasonable opportunity for that entity to be heard, the Purchasing Agent, after consultation with user department, the County Manager and the County Attorney shall have the authority to suspend an entity for cause from consideration for award of county contracts. As used in this section, the term entity means any business entity, individual, firm, contractor, subcontractor or business

corporation, partnership, limited liability corporation, firm, contractor, subcontractor or business structured; provided, further, that any such entity shall also be subject to suspension under this section if any of its constituents, members, subcontractors at any tier of such entity's and the entity, or any constituent or member, knew or should have known of the commission of the act. The suspension shall be for a period not to exceed three (3) years unless cause is based on a felony conviction for an offense related or associated with fraudulent contracting or misappropriation of funds wherein the suspension shall not exceed seven (7) years.

b) *Causes for Suspension.* The causes for suspension include:

- 1) Conviction for commission of a criminal offense as an incident to obtain or attempting to obtain a public or private contract or subcontract, or in performance of such contract or subcontract;
- 2) Conviction of state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property or other offense indicating a lack of business integrity or business honesty which currently, seriously and directly affects responsibility as a county contractor.
- 3) Conviction of state or federal anti-trust statutes arising out of the solicitation and submission of proposals;
- 4) Violation of contract provisions, as set forth below, of a character which is regarded by the Purchasing Agent to be so serious as to justify suspension action:
 - a. Failure to perform in accordance with the specifications within a time limit provided in a county contract;
 - b. A recent record of failure to perform or unsatisfactory performance in accordance with the terms of one or more contracts; provided, that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for suspension;
 - c. Material representation of the composition of the ownership or workforce or business entity certified to the county as a minority business enterprise; or
 - d. Falsification of any documents.
- i. For violation of the ethical standards set forth in Fulton County Code Chapter 9, Code of Ethics.
- ii. Knowing misrepresentation to the county, of the use which a majority owned contractor intends to make a minority business enterprise (a business entity at least 51 percent of which is owned and controlled by minority persons, as defined in Fulton County Code Chapter 6, Article B, Minority Business Enterprise

Affirmative Action Program and certified as such by the County) as a subcontractor or a joint venture partner, in performing work under contract with the County.

Failure to fully and truthfully provide the information required, may result in the disqualification of your proposal from consideration or termination of the Contract, once awarded. This document must be completed and included as a part of the proposal package along with other required documents.

Under penalty of perjury, I declare that I have examined this certification and all attachments hereto, if applicable, to the best of my knowledge and belief, and all statements contained hereto are true, correct, and complete.

On this _____ day of _____, 2009

(Legal Name of Proponent) (Date)

(Signature of Authorized Representative) (Date)

(Title)

FORM B: NON-COLLUSION AFFIDAVIT OF PROPOSER/OFFEROR

I, _____ certify that pursuant to Fulton County Code Section 2-320 (11), this proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a proposal for the same work, labor or service to be done or the supplies, materials or equipment to be furnished and is in all respects fair and without collusion or fraud. I understand collusive proposing is a violation of state and federal law and can result in fines, prison sentences and civil damages awards. I agree to abide by all conditions of this proposal and certify that I am authorized to sign this proposal for the Proposer.

Affiant further states that pursuant to O.C.G.A. Section 36-91-21 (d) and (e), _____ has not, by itself or with others, directly or indirectly, prevented or attempted to prevent competition in such proposals by any means whatsoever. Affiant further states that (s)he has not prevented or endeavored to prevent anyone from making a offer on the project by any means whatever, nor has Affiant caused or induced another to withdraw a offer for the work.

Affiant further states that the said offer of _____ is bona fide, and that no one has gone to any supplier and attempted to get such person or company to furnish the materials to the Proposer only, or if furnished to any other Proposer, that the material shall be at a higher price.

(COMPANY NAME)

(PRESIDENT/VICE PRESIDENT)

Sworn to and subscribed before me this _____ day of _____, 200__.

(SECRETARY/ASSISTANT SECRETARY)

(Affix corporate seal here, if a corporation)

Notary Public: _____

County: _____

Commission Expires: _____

NOTE:

IF THE OFFEROR IS A PARTNERSHIP, ALL OF THE PARTNERS AND ANY OFFICER, AGENT, OR OTHER PERSON WHO MAY HAVE REPRESENTED OR ACTED FOR THEM IN PROPOSING ON OR PROCURING THE CONTRACT SHALL ALSO MAKE THIS OATH.

IF THE OFFEROR IS A CORPORATION, ALL OFFICERS, AGENTS, OR OTHER PERSONS WHO MAY HAVE ACTED FOR OR REPRESENTED THE CORPORATION IN PROPOSING ON OR PROCURING THE CONTRACT SHALL MAKE THE OATH.

FORM C: CERTIFICATE OF ACCEPTANCE OF REQUEST FOR PROPOSAL REQUIREMENTS

This is to certify that on this day, offeror acknowledges that he/she has read this solicitation document, pages # _____ to # _____ inclusive, including any addenda # _____ to # _____ exhibit(s) # _____ to # _____, attachment(s) # _____ to # _____, and/or appendices # _____ to # _____, in its entirety, and agrees that no pages or parts of the document have been omitted, that he/she understands, accepts and agrees to fully comply with the requirements therein, and that the undersigned is authorized by the offeror to submit the proposal herein and to legally obligate the offeror thereto.

Company: _____

Signature: _____

Name: _____

Title: _____ Date: _____

(Affix Corporate Seal)

FORM D: OFFEROR'S DISCLOSURE FORM AND QUESTIONNAIRE

1. Please provide the names and business addresses of each of the Offeror's firm's officers and directors.

For the purposes of this form, the term "Offeror" means an entity that responds to a solicitation for a County contract by either submitting a proposal in response to a Request for Proposal or a Request for Qualification or a Proposal in response to an Invitation to Propose. Describe accurately, fully and completely, their respective relationships with said Offeror, including their ownership interests and their anticipated role in the management and operations of said Offeror.

2. Please describe the general development of said Offeror's business during the past five (5) years, or such shorter period of time that said Offeror has been in business.
3. Please state whether any employee, agent or representative of said Offeror who is or will be directly involved in the subject project has or had within the last five (5) years: (i) directly or indirectly had a business relationship with Fulton County; (ii) directly or indirectly received revenues from Fulton County; or (iii) directly or indirectly receives revenues from the result of conducting business on Fulton County property or pursuant to any contract with Fulton County. Please describe in detail any such relationship.

LITIGATION DISCLOSURE:

Failure to fully and truthfully disclose the information required, may result in the disqualification of your proposal from consideration or termination of the Contract, once awarded.

1. Please state whether any of the following events have occurred in the last five (5) years with respect to said Offeror. If any answer is yes, explain fully the following:
 - (a) whether a petition under the federal bankruptcy laws or state insolvency laws was filed by or against said Offeror, or a receiver fiscal agent or similar officer was appointed by a court for the business or property of said Offeror;
 - (b) whether Offeror was subject of any order, judgment, or decree not subsequently reversed, suspended or vacated by any court of competent jurisdiction, permanently enjoining said Offeror

from engaging in any type of business practice, or otherwise eliminating any type of business practice; and

- (c) whether said Offeror's business was the subject of any civil or criminal proceeding in which there was a final adjudication adverse to said Offeror, which directly arose from activities conducted by the business unit or corporate division of said Offeror which submitted a proposal for the subject project. If so please explain.

2. Have you or any member of your firm or team to be assigned to this engagement ever been indicted or convicted of a criminal offense within the last five (5) years?

Circle One: YES NO

3. Have you or any member of your firm or team been terminated (for cause or otherwise) from any work being performed for Fulton County or any other Federal, State or Local Government?

Circle One: YES NO

4. Have you or any member of your firm or team been involved in any claim or litigation adverse to Fulton County or any other federal, state or local government, or private entity during the last three (3) years?

Circle One: YES NO

5. Has any offeror, member of offeror's team, or officer of any of them (with respect to any matter involving the business practices or activities of his or her employer), been notified within the five (5) years preceding the date of this offer that any of them are the target of a criminal investigation, grand jury investigation, or civil enforcement proceeding?

Circle One: YES NO

If you have answered "YES" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, the name of the court and the file or reference number of the case, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your proposal.

NOTE: If any response to any question set forth in this questionnaire has been disclosed in any other document, a response may be made by

attaching a copy of such disclosure. (For example, said Offeror's most recent filings with the Securities and Exchange Commission ("SEC") may be provided if they are responsive to certain items within the questionnaire.) However, for purposes of clarity, Offeror should correlate its responses with the exhibits by identifying the exhibit and its relevant text.

Disclosures must specifically address, completely respond and comply with all information requested and fully answer all questions requested by Fulton County. Such disclosure must be submitted at the time of the proposal submission and included as a part of the proposal submitted for this project. Disclosure is required for Offerors, joint venture partners and first-tier subcontractors.

Failure to provide required disclosure, submit officially signed and notarized documents or respond to any and all information requested/required by Fulton County can result in the proposal declared as non-responsive. This document must be completed and included as a part of the proposal package along with other required documents.

[SIGNATURES ON NEXT PAGE]

Under penalty of perjury, I declare that I have examined this questionnaire and all attachments hereto, if applicable, to the best of my knowledge and belief, and all statements contained hereto are true, correct, and complete.

On this _____ day of _____, 2009

(Legal Name of Proponent) (Date)

(Signature of Authorized Representative) (Date)

(Title)

Sworn to and subscribed before me,

this _____ day of _____, 2009

(Notary Public) (Seal)

Commission Expires _____
(Date)

FORM E: DECLARATION OF EMPLOYEE-NUMBER CATEGORIES

Please affirmatively indicate by checking the appropriate box the employee-number category applicable to your organization:

- 500 or more employees
- 100 or more employees
- fewer than 100 employees

Organization Name:

I certify that the above information is true and correct and that the classification noted is applicable for this Project.

Signed: _____

Printed: _____

Title: _____

Date: _____

**FORM F: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR
AFFIDAVIT**

Instructions:

Contractors must attest to compliance with the requirements of O.C.G.A 13-10-91 and the Georgia Department of Labor Rule 300-10-01-.02 by executing the Contractor Affidavit. The affidavit should be executed by Contractors with 500 or more employees.

STATE OF GEORGIA

COUNTY OF FULTON

FORM F: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with **[insert name of prime contractor]** _____ on behalf of **Fulton County Government** has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services to this contract with **Fulton County Government**, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the **Fulton County Government** at the time the subcontractor(s) is retained to perform such service.

EEV/Basic Pilot Program* User Identification Number

BY: Authorized Officer of Agent
(Insert Subcontract Name)

Title of Authorized Officer or Agent of Subcontractor

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this _____ day of _____, 200__.

Notary Public: _____

County: _____

Commission Expires: _____

NOTE:

* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

**FORM G: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR
AFFIDAVIT**

Instructions:

In the event that your company is awarded the contract for this project, and will be utilizing the services of any subcontractor(s) in connection with the physical performance of services pursuant to this contract, the following affidavit must be completed by such subcontractor(s). Your company must provide a copy of each such affidavit to Fulton County Government, Department of Purchasing & Contract Compliance with the proposal submittal.

All subcontractor affidavit(s) shall become a part of the contract and all subcontractor(s) affidavits shall be maintained by your company and available for inspection by Fulton County Government at any time during the term of the contract. All subcontractor(s) affidavit(s) shall become a part of any contractor/subcontractor agreement(s) entered into by your company.

STATE OF GEORGIA

COUNTY OF FULTON

FORM G: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with **[insert name of prime contractor]** _____ behalf of **Fulton County Government** has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

EEV/Basic Pilot Program* User Identification Number

BY: Authorized Officer of Agent
(Insert Subcontract Name)

Title of Authorized Officer or Agent of Subcontractor

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this _____ day of _____, 200__.

Notary Public: _____

County: _____

Commission Expires: _____

NOTE:

* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

11 Contract Compliance Requirements

11.1 Non-discrimination in Contracting and Procurements

It is the policy of Fulton County Government that discrimination against businesses by reason of the race, color, gender or national origin of the ownership of any such business is prohibited. Furthermore, it is the policy of the Board of Commissioners (“Board”) that Fulton County and all vendors and contractors doing business with Fulton County shall provide to all businesses the opportunity to participate in contracting and procurement paid, in whole or in part, with monetary appropriations of the Board. Similarly, it is the policy of the Board that the contracting and procurement practices of Fulton County should not implicate Fulton County as either an active or passive participant in the discriminatory practices engaged in by private contractors or vendors seeking to obtain contracts with Fulton County.

Equal Business Opportunity Plan (EBO Plan): In addition to the proposal submission requirements, each vendor **must** submit an Equal Business Opportunity Plan (EBO Plan) with their proposal. The EBO Plan is designed to enhance the utilization of a particular racial, gender or ethnic group by a proposer, contractor, or vendor or by Fulton County. The respondent **must** outline a plan of action to encourage and achieve diversity and equality in the available procurement and contracting opportunities with *this solicitation*.

The Plan **must** identify and include:

1. Potential opportunities within the scope of work of *this solicitation* that will allow for participation of racial, gender or ethnic groups. (Ex: subcontracting, joint venturing, etc.)
2. Efforts that will be made by the proposer to encourage and solicit minority and female business utilization in *this solicitation*. (Ex: media solicitation directed to M/FBEs, contacting Fulton County certified M/FBEs listed in the M/FBE Directory, etc.)

Fulton County encourages joint ventures, teaming, partnering and mentor-protégé relationships with minority and female businesses in an effort to achieve contracting and procurement diversity.

Prompt Payment: The prime contractor **must** certify in writing and **must** document on the Exhibit G Form (Prime Contractor/Subcontractor Utilization Report) that all subcontractors, sub-consultants and suppliers have been promptly paid for work and materials, (less any retainage by the prime contractor prior to receipt of any further progress payments). In the event the prime

contractor is unable to pay subcontractors, sub-consultants or suppliers until it has received a progress payment from Fulton County, the prime contractor shall pay all subcontractors, sub-consultants or suppliers funds due from said progress payment within forty-eight (48) hours of receipt of payment from Fulton County. In no event shall a subcontractor, sub-consultant or supplier be paid later than fifteen (15) days as provided for by state law.

REQUIRED FORMS AND EBO PLAN

In order to be compliant with the intent and provisions of the Fulton County Non-Discrimination in Purchasing and Contracting Ordinance (99-0960), proposers **must** submit the following completed documents. Failure to provide this information **shall** result in the proposal being deemed non-responsive.

- Exhibit A – Promise of Non-Discrimination
- Exhibit B – Employment Report
- Exhibit C – Schedule of Intended Subcontractor Utilization
- Exhibit D – Letter of Intent to Perform as a Subcontractor or Provide Materials or Services
- Exhibit E – Declaration Regarding Subcontractors Practices
- Exhibit F – Joint Venture Disclosure Affidavit
- Equal Business Opportunity Plan (EBO Plan). This document is not a form rather a statement created by the proposer on its company letter head addressing the EBO Plan requirements.

The following document must be completed as instructed if awarded the project:

- Exhibit G – Prime Contractor’s Subcontractor Utilization Report

All Contract Compliance documents (Exhibits A – F and EBO Plan) are to be placed in a **separate sealed envelope** clearly marked “Contract Compliance”. The EBO Plan must be submitted on company letterhead. These documents are considered part of and should be submitted with the Technical Proposal.

EXHIBIT A – PROMISE OF NON-DISCRIMINATION

“Know all persons by these presents, that I/We (_____),
Name

_____ Title Firm Name

Hereinafter “Company”, in consideration of the privilege to propose on or obtain contracts funded, in whole or in part, by Fulton County, hereby consent, covenant and agree as follows:

- 1) No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin or gender in connection with any proposal submitted to Fulton County for the performance of any resulting there from,
- 2) That it is and shall be the policy of this Company to provide equal opportunity to all businesses seeking to contract or otherwise interested in contracting with this Company without regard to the race, color, gender or national origin of the ownership of this business,
- 3) That the promises of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption,
- 4) That the promise of non-discrimination as made and set forth herein shall be made a part of, and incorporated by reference into, any contract or portion thereof which this Company may hereafter obtain,
- 5) That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth herein shall constitute a material breach of contract entitling the Board to declare the contract in default and to exercise any and all applicable rights and remedies, including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract; and
- 6) That the proposer shall provide such information as may be required by the Director of Contract Compliance pursuant to Section 4.4 of the Fulton County Non-Discrimination in Purchasing and Contracting Ordinance.

SIGNATURE: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

EXHIBIT B – EMPLOYMENT REPORT

The demographic employment make-up for the proposer **must** be identified and submitted with this proposal. In addition, if subcontractors will be utilized by the proposer to complete this project, then the demographic employment make-up of the subcontractor(s) must be identified and submitted with this proposal.

EMPLOYEES

CATEGORY	NATIVE AMERICAN		AFRICAN AMERICAN		ASIAN AMERICAN		HISPANIC AMERICAN		CAUCASIAN AMERICAN		OTHER	
Male/Female												
Mgmt/Official												
Professional												
Supervisors												
Office/ Clerical												
Craftsmen												
Laborers												
Other (specify)												
TOTALS												

FIRM'S NAME: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

This completed form is for (Check one) _____ Proposer _____
 Subcontractor

Submitted by: _____ **Date Completed:** _____

EXHIBIT C - SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION

If the proposer intends to subcontract any portion of this scope of work/service(s), this form **must be** completed and **submitted with the proposal**. All prime proposers **must** include Letter(s) of Intent (Exhibit D) in the proposal document for all subcontractors who will be utilized under the scope of work/services.

Prime Proposer: _____

ITB/RFP Number: _____

Project Name or Description of Work/Service(s): _____

1. My firm, as Prime Proposer on this scope of work/service(s) is _____ is not a minority or female owned and controlled business enterprise. (Please indicate below the portion of work, including, percentage of proposal amount that your firm will carry out directly):

2. If the Prime Proposer is a Joint Venture, please complete Exhibit F: Joint Venture Disclosure Affidavit and attach a copy of the executed Joint Venture Agreement.

3. Sub-Contractors (including suppliers) to be utilized in the performance of this scope of work/service(s), if awarded, are:

SUBCONTRACTOR NAME: _____

ADDRESS: _____

PHONE: _____

CONTACT PERSON: _____

ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____

WORK TO BE PERFORMED: _____

DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

*Ethnic Groups: African American (AABE); Asian American (ABE); Hispanic American (HBE); Native American (NABE); White Female American (WFBE); **If yes, please attach copy of recent certification.

SUBCONTRATOR NAME: _____
ADDRESS: _____
PHONE: _____
CONTACT PERSON: _____
ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
WORK TO BE PERFORMED: _____
DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

SUBCONTRATOR NAME: _____
ADDRESS: _____
PHONE: _____
CONTACT PERSON: _____
ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
WORK TO BE PERFORMED: _____
DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

SUBCONTRATOR NAME: _____
ADDRESS: _____
PHONE: _____
CONTACT PERSON: _____
ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
WORK TO BE PERFORMED: _____
DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

SUBCONTRATOR NAME: _____
ADDRESS: _____
PHONE: _____
CONTACT PERSON: _____
ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
WORK TO BE PERFORMED: _____
DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

*Ethnic Groups: African American (AABE); Asian American (ABE); Hispanic American (HBE); Native American (NABE); White Female American (WFBE); **If yes, please attach copy of recent certification.

Total Dollar Value of Subcontractor Agreements: (\$)

Total Percentage Value: (%)

CERTIFICATION: The undersigned certifies that he/she has read, understands and agrees to be bound by the Proposer provisions, including the accompanying Exhibits and other terms and conditions regarding sub-contractor utilization. The undersigned further certifies that he/she is legally authorized by the Proposer to make the statement and representation in this Exhibit and that said statements and representations are true and correct to the best of his/her knowledge and belief. The undersigned understands and agrees that if any of the statements and representations are made by the Proposer knowing them to be false, or if there is a failure of the intentions, objectives and commitments set forth herein without prior approval of the County, then in any such event the Contractor's acts or failure to act, as the case may be, shall constitute a material breach of the contract, entitling the County to terminate the Contract for default. The right to so terminate shall be in addition to, and in lieu of, any other rights and remedies the County may have for other defaults under the contract.

Signature: _____ **Title:** _____

Firm or Corporate Name: _____

Address: _____

Telephone: () _____

Fax Number: () _____

Email Address: _____

EXHIBIT D

**LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR
OR
PROVIDE MATERIALS OR SERVICES**

This form **must** be completed by ALL known subcontractor and submitted with the proposal. The Prime Contractor **must** submit Letters of Intent for **ALL** known subcontractors at time of proposal submission.

To: _____
(Name of Prime Contractor Firm)

From: _____
(Name of Subcontractor Firm)

ITB/RFP Number: _____

Project Name: _____

The undersigned is prepared to perform the following described work or provide materials or services in connection with the above project (specify in detail particular work items, materials, or services to be performed or provided):

Description of Work	Project Commence Date	Project Completion Date	Estimated Dollar Amount

(Prime Proposer)

(Subcontractor)

Signature _____

Signature _____

Title _____

Title _____

Date _____

Date _____

EXHIBIT E - DECLARATION REGARDING SUBCONTRACTING PRACTICES

If the proposer **does not intend to subcontract** any portion of the scope of work services(s), this form **must be** completed and submitted with the proposal.

_____ hereby declares that it is my/our intent to

(Proposer)

perform 100% of the work required for _____
(ITB/RFP Number)

(Description of Work)

In making this declaration, the proposer states the following:

1. That the proposer does not customarily subcontract elements of this type project, and normally performs and has the capability to perform and will perform **all elements** of the work on this project with his/her own current work forces;
2. If it should become necessary to subcontract some portion of the work at a later date, the proposer will comply with all requirements of the County's Non-Discrimination Ordinance in providing equal opportunities to all firms to subcontract the work. The determination to subcontract some portion of the work at a later date shall be made in good faith and the County reserves the right to require additional information to substantiate a decision made by the proposer to subcontract work following the award of the contract. Nothing contained in this provision shall be employed to circumvent the spirit and intent of the County's Non-Discrimination Ordinances;
3. The proposer will provide, upon request, information sufficient for the County to verify Item Number one.

AUTHORIZED COMPANY REPRESENTATIVE

Name: _____ **Title:** _____ **Date:** _____

Signature: _____

Firm: _____

Address: _____

Phone Number: _____

Fax Number: _____

Email Address: _____

EXHIBIT F - JOINT VENTURE DISCLOSURE AFFIDAVIT

ITB/RFP No. _____

Project Name _____

This form must be completed and submitted with the proposal if a joint venture approach is to be undertaken.

In order to evaluate the extent of small, minority and female business involvement being proposed by a Proposer, certain relevant information must be provided prior to contract award. The information requested below is to clearly identify and explain the extent of small business participation in the proposed joint venture. All items must be properly addressed before the business entity can be evaluated.

1. Firms:

1) **Name of Business:** _____
Street Address: _____
Telephone No.: _____
Nature of Business: _____

2) **Name of Business:** _____
Street Address: _____
Telephone No.: _____
Nature of Business: _____

3) **Name of Business:** _____
Street Address: _____
Telephone No.: _____
Nature of Business: _____

NAME OF JOINT VENTURE (If applicable): _____

ADDRESS: _____

PRINCIPAL OFFICE: _____

OFFICE PHONE: _____

Note: Attach additional sheets as required

1. Describe the capital contributions by each joint venturer and accounting thereof.
2. Describe the financial controls of the joint venture, e.g., will a separate cost center be established? Which venturer will be responsible for keeping the books? How will the expense therefore be reimbursed? What is the authority of each joint venture to commit or obligate the order?
3. Describe any ownership, options for ownership, or loans between the joint ventures. Identify terms thereof.
4. Describe the estimated contract cash flow for each joint venturer.
5. To what extent and by whom will the on-site work be supervised?
6. To what extent and by whom will the administrative office be supervised?
7. Which joint venturer will be responsible for material purchases including the estimated cost thereof? How will the purchase be financed?
8. Which joint venturer will provide equipment? What is the estimated cost thereof? How will the equipment be financed?
9. Describe the experience and business qualifications of each joint venturer.
10. Submit a copy of all joint venture agreements and evidence of authority to do business in the State of Georgia as well as locally, to include all necessary business licenses.
11. Percent of Minority/Female Business Enterprises ownership by each joint venture in terms of profit and loss sharing: _____

12. The authority of each joint venturer to commit or obligate the other: _____

13. Number of personnel to be involved in project, their crafts and positions and whether they are employees of the Minority/Female Business Enterprises enterprise, the majority firm or the joint venture: _____

14. Identification of control and participation in venture; list those individuals who are responsible for day-to-day management and policy decision-maker, including, but not limited to, those with prime responsibility for areas designated below; (use additional sheets if necessary)

<u>Name</u>	<u>Race</u>	<u>Sex</u>	<u>Financial Decisions</u>	<u>Supervision Field Operation</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

In connection with any work that these firms, as a joint venture, might be authorized to perform in connection with above captioned contract, we each do hereby authorize representatives of the Fulton County Department of Contract Compliance, Departments of Purchasing and Contract Compliance, and Finance, under the direction of the County Manger's Office, to examine, from time to time, the books, records and files to the extent that such relate to this County project.

WE DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING DOCUMENT ARE TRUE AND CORRECT, AND THAT WE ARE AUTHORIZED, ON BEHALF OF THE ABOVE FIRMS, TO MAKE THIS AFFIDAVIT AND GRANT THE ABOVE PRIVILEGE.

FOR _____
(Company)

Date: _____

(Signature of Affiant)

(Printed Name)

(Company)

Date: _____

(Signature of Affiant)

(Printed Name)

State of _____:

County of _____:

On this _ day of _____, 20_, before me, appeared _____, the undersigned officer, personally appeared _____, known to me to be the person described in the foregoing Affidavit and acknowledges that he (she) executed the same in the capacity therein stated and for the purpose therein contained.

EXHIBIT – G PRIME CONTRACTOR/SUB-CONTRACTOR UTILIZATION REPORT

This report **must** be submitted by the **tenth day** of each month, along with a copy of your monthly invoice (schedule of values/payment application) to Contract Compliance. Failure to comply **shall** result in the County commencing proceedings to impose sanctions to the prime contractor, in addition to pursuing any other available legal remedy. Sanctions may include the suspending of any payment or part thereof, termination or cancellation of the contract, and the denial of participation in any future contracts awarded by Fulton County.

REPORTING PERIOD	PROJECT NAME:	
FROM:	PROJECT NUMBER:	
TO:	PROJECT LOCATION:	

	PRIME CONTRACTOR	Contract Award Date	Contract Award Amount	Change Order Amount	Contract Period	% Complete to Date
Name:						
Address:						
Telephone #:						

AMOUNT OF REQUISITION THIS PERIOD: \$ _____
 TOTAL AMOUNT REQUISITION TO DATE: \$ _____
 TOTAL AMOUNT REQUISITION TO DATE: \$ _____

SUBCONTRACTOR UTILIZATION (add additional rows as necessary)

Name of Sub-Contractor	Description of Work	Contract Amount	Amount Paid To Date	Amount Requisition This Period	Contract Period Starting Date	Ending Date
TOTALS						

Executed By: _____
(Signature)

Nortary: _____
 My Commission Expires: _____

_____ *(Printed Name)*
 Date: _____

Should you have questions regarding any of the documents contained in Section 11, please feel free to contact the Office of Contract Compliance at (404) 612-6300, for further assistance.

12 Insurance and Risk Management Provisions

12.1 Insurance/Liability

To protect Fulton or any of its affiliates or members from incurring liability for payment of any fees which are the legal obligation of the health plan administrator, the health plan administrator agrees to maintain and demonstrate the maintenance of all of the following protections: Insolvency insurance at an amount which is sufficient based on relevant industry standards, to cover obligations of providers for services provided to members.

Liability insurance at an amount which is sufficient based on relevant industry standards, to cover obligations of providers for services provided to members.

Contractual arrangements with health care providers affiliated with the health plan administrator prohibiting such providers from holding any member liable for the payment of any fees, other than co-pays, coinsurance and deductibles as set forth in the Plan.

Other protections for its members from liability as provided by applicable state or federal laws.

- a) Accept
- b) Reject
- c) Accept with revisions (Please explain revisions below)

12.2 Insurance and Risk Management Provisions

It is Fulton County Government's practice to obtain Certificates of Insurance from our Contractors and Vendors. Insurance must be written by a licensed agent in a company licensed to write insurance in the State of Georgia. Respondents shall submit with the proposal evidence of insurability satisfactory to Fulton County Government as to form and content. Either of the following forms of evidence is acceptable:

A letter from an insurance carrier stating that upon your firm/company being the successful Proposer/Respondent that a Certificate of Insurance shall be issued in compliance with the Insurance and Risk Management Provisions outlined below.

A Certificate of Insurance complying with the Insurance and Risk Management Provisions outlined below (Request for Proposal number and Project Description must appear on the Certificate of Insurance).

Upon award, the Contractor/Vendor must maintain at their expense, insurance with policy limits equal to or greater than the limits described

below. Any and all Insurance Coverage(s) and Bonds required under the terms and conditions of the contract shall be maintained during the entire length of the contract, including any extensions or renewals thereto, and until all work has been completed to the satisfaction of Fulton County Government.

Accordingly the Respondent shall provide a certificate evidencing the following:

12.2.1 WORKERS COMPENSATION – STATUTORY (In compliance with the Georgia Workers Compensation Acts and any other State or Federal Acts or Provisions in which jurisdiction may be granted)

EMPLOYER’S LIABILITY	BY ACCIDENT - EACH ACCIDENT	-
\$500,000.		
INSURANCE	BY DISEASE - POLICY LIMIT	-
\$500,000.		
(Aggregate)	BY DISEASE - EACH EMPLOYEE	-
\$500,000.		

12.2.2 COMMERCIAL GENERAL LIABILITY INSURANCE (Including contractual Liability Insurance)

Bodily Injury and Property Damage Liability	Each Occurrence	-
\$1,000,000		
(Other than Products/Completed Operations)	General Aggregate	-
\$2,000,000		
Products\Completed Operation	Aggregate Limit	-
\$1,000,000		
Personal and Advertising Injury	Limits	-
\$1,000,000		
Fire Damage	Limits	-
\$100,000		

12.2.3 BUSINESS AUTOMOBILE LIABILITY INSURANCE

Combined Single Limits	Each Occurrence	-
\$1,000,000		
(Including operation of non-owned, owned, and hired automobiles).		

12.2.4 ELECTRONIC DATA PROCESSING LIABILITY

(Required if computer contractor)	Limits	-
\$1,000,000		

12.2.5 UMBRELLA LIABILITY

(In excess of above noted coverage's)	Each Occurrence	-
\$2,000,000		

12.2.6 PROFESSIONAL LIABILITY

Each Occurrence	-	\$1,000,000
-----------------	---	-------------

(Required if respondent providing quotation for professional services).

12.2.7 FIDELITY BOND

(Employee Dishonesty)	Each Occurrence	-	\$ 100,000
-----------------------	-----------------	---	------------

Certificates shall state that the policy or policies shall not expire, be cancelled or altered without at least thirty (30) days prior written notice to Fulton County Government. Policies and Certificates of Insurance are to list Fulton County Government as an Additional Insured (except for Workers' Compensation) and shall conform to all terms and conditions (including coverage of the indemnification and hold harmless agreement) contained in the Insurance and Risk Management Provisions.

If Fulton County Government shall so request, the Offeror, Contractor or Vendor will furnish the County for its inspection and approval such policies of insurance with all endorsements, or confirmed specimens thereof certified by the insurance company to be true and correct copies.

Such certificates and notices shall be sent to:

Fulton County Government – Purchasing Department
130 Peachtree Street, S.W.
Suite 1168
Atlanta, Georgia 30303-3459

The Contractor/Vendor shall insure that the Request for Proposal number and Project Description appears on the Certificate of Insurance.

It is understood that **Insurance in no way Limits the Liability of the Contractor/Vendor.**

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

Contractor/Vendor hereby agrees to release, indemnify, defend and hold harmless the County, it's Commissioners, officers, employees, subcontractors, successors, assigns and agents, from and against any and all losses (including death), claims, damages, liabilities, costs and expenses (including but not limited to all actions, proceedings, or investigations in respect thereof and any costs of judgments, settlements, court costs, attorney's fees or expenses, regardless of the outcome of any such action, proceeding, or investigation), caused by, relating to, based upon or arising out of any act or omission by contractor, it's directors, officers, employees, subcontractors, successors, assigns or agents, or otherwise in connection with it's acceptance, or the performance, or nonperformance, of it's obligations under this agreements.

THE OFFEROR ACKNOWLEDGES HAVING READ, UNDERSTANDING, AND AGREES TO COMPLY WITH THE ABOVE STATEMENTS, AND IS AUTHORIZED TO SIGN CONTRACTS ON BEHALF OF THE RESPONDING COMPANY.

COMPANY: _____ SIGNATURE: _____

NAME: _____ TITLE: _____ DATE: _____

13 Sample Contract

Index of Articles

Article 1	<u>CONTRACT DOCUMENTS</u>
Article 2	<u>SEVERABILITY</u>
Article 3	<u>DESCRIPTION OF PROJECT</u>
Article 4	<u>SCOPE OF SERVICES</u>
Article 5	<u>DELIVERABLES</u>
Article 6	<u>SERVICES PROVIDED BY COUNTY</u>
Article 7	<u>MODIFICATIONS/CHANGE ORDERS</u>
Article 8	<u>SCHEDULE OF WORK</u>
Article 9	<u>CONTRACT TERM</u>
Article 10	<u>COMPENSATION AND PAYMENT FOR CONSULTANT SERVICES</u>
Article 11	<u>PERSONNEL AND EQUIPMENT</u>
Article 12	<u>SUSPENSION OF WORK</u>
Article 13	<u>DISPUTES</u>
Article 14	<u>TERMINATION OF AGREEMENT FOR CAUSE</u>
Article 15	<u>TERMINATION FOR CONVENIENCE OF COUNTY</u>
Article 16	<u>WAIVER OF BREACH</u>
Article 17	<u>INDEPENDENT CONTRACTOR</u>
Article 18	<u>RESPONSIBILITY OF CONSULTANT</u>
Article 19	<u>COOPERATION WITH OTHER CONSULTANTS</u>
Article 20	<u>ACCURACY OF WORK</u>
Article 21	<u>REVIEW OF WORK</u>
Article 22	<u>INDEMNIFICATION</u>
Article 23	<u>CONFIDENTIALITY</u>
Article 24	<u>OWNERSHIP OF INTELLECTUAL PROPERTY AND INFORMATION</u>
Article 25	<u>COVENANT AGAINST CONTINGENT FEES</u>
Article 26	<u>INSURANCE</u>
Article 27	<u>PROHIBITED INTEREST</u>
Article 28	<u>SUBCONTRACTING</u>
Article 29	<u>ASSIGNABILITY</u>
Article 30	<u>ANTI-KICKBACK CLAUSE</u>
Article 31	<u>AUDITS AND INSPECTORS</u>
Article 32	<u>ACCOUNTING SYSTEM</u>
Article 33	<u>VERBAL AGREEMENT</u>
Article 34	<u>NOTICES</u>
Article 35	<u>JURISDICTION</u>
Article 36	<u>EQUAL EMPLOYMENT OPPORTUNITY</u>
Article 37	<u>FORCE MAJEURE</u>
Article 38	<u>OPEN RECORDS ACT</u>

**Article 39 CONSULTANT'S COMPLIANCE WITH ALL
ASSURANCES OR PROMISES MADE IN RESPONSE TO
PROCUREMENT**

Article 40 INVOICING AND PAYMENT

Article 41 NON-APPROPRIATION

Article 42 WAGE CLAUSE

CONTRACT AGREEMENT

Consultant:

Contract No.:

Address:

City, State

Telephone:

Facsimile:

Contact:

This Agreement made and entered into effective the _____ day of _____, 2009 by and between **FULTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia, hereinafter referred to as "**County**", and _____ to provide professional consulting services in Georgia, hereinafter referred to as "**Consultant**".

WITNESSETH

WHEREAS, County through its **[Insert User Department Name]** hereinafter referred to as the "**Department**", desires to retain a qualified and experienced Consultant to perform **[Insert project description/services to be provided]**, hereinafter, referred to as the "**Project**".

WHEREAS, Consultant has represented to County that it is experienced and has qualified and local staff available to commit to the Project and County has relied upon such representations.

NOW THEREFORE, for and in consideration of the mutual covenants contained herein, and for other good and valuable consideration, County and Consultant agree as follows:

CONTRACT DOCUMENTS

County hereby engages Consultant, and Consultant hereby agrees, to perform the services hereinafter set forth in accordance with this Agreement, consisting of the following contract documents:

Form of Agreement;

Addenda;

Exhibit A: General Conditions;

Exhibit B: Special Conditions [where applicable];
Exhibit C: Scope of Work
Exhibit D: Project Deliverables;
Exhibit E: Compensation;
Exhibit F: Office of Contract Compliance Forms;
Exhibit G: Insurance and Risk Management Forms

The foregoing documents constitute the entire Agreement of the parties pertaining to the Project hereof and is intended as a complete and exclusive statement of promises, representations, discussions and agreements oral or otherwise that have been made in connection therewith. No modifications or amendment to this Agreement shall be binding upon the parties unless the same is in writing, conforms to Fulton County Policy and Procedure 800-6 governing change orders, is signed by the County's and the Consultant's duly authorized representatives, and entered upon the meeting minutes of the Fulton County Board of Commissioners.

If any portion of the Contract Documents shall be in conflict with any other portion, the various documents comprising the Contract Documents shall govern in the following order of precedence: 1) the Agreement, 2) the RFP, 3) any Addenda, 4) change orders, 5) the exhibits, and 6) portions of Consultant's proposal that was accepted by the County and made a part of the Contract Documents.

The Agreement was approved by the Fulton County Board of Commissioners on **[Insert Board of Commissioners approval date and item number]**.

SEVERABILITY

If any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect, and enforceable in accordance with its terms.

DESCRIPTION OF PROJECT:

County and Consultant agree the Project is to perform **[Insert project description]**. All exhibits referenced in this agreement are incorporated by reference and constitute an integral part of this Agreement as if they were contained herein.

SCOPE OF SERVICES

Unless modified in writing by both parties in the manner specified in the agreement, duties of Consultant shall not be construed to exceed those services specifically set forth herein. Consultant agrees to provide all services, products, and data and to perform all tasks described in Exhibit C, Scope of Services.

DELIVERABLES

Consultant shall deliver to County all reports prepared under the terms of this Agreement that are specified in Exhibit D, Project Deliverables. Consultant shall provide to County all deliverables specified in Exhibit D, Project Deliverables. Deliverables shall be furnished to County by Consultant in a media of form that is acceptable and usable by County at no additional cost at the end of the project.

SERVICES PROVIDED BY COUNTY

Consultant shall gather from County all available non-privileged data and information pertinent to the performance of the services for the Project. Certain services as described in Exhibit C, Scope of Services, if required, will be performed and furnished by County in a timely manner so as not to unduly delay Consultant in the performance of said obligations. County shall have the final decision as to what data and information is pertinent.

County will appoint in writing a County authorized representative with respect to work to be performed under this Agreement until County gives written notice of the appointment of a successor. The County's authorized representative shall have complete authority to transmit instructions, receive information, and define County's policies, consistent with County rules and regulations. Consultant may rely upon written consents and approvals signed by County's authorized representative that are consistent with County rules and regulations.

MODIFICATIONS

If during the course of performing the Project, County and Consultant agree that it is necessary to make changes in the Project as described herein and referenced exhibits, such changes will be incorporated by written amendments in the form of Change Orders to this Agreement. Any such Change Order and/or supplemental agreement shall not become effective or binding unless approved by the Board of Commissioners and entered on the minutes. Such modifications shall conform to the requirements of Fulton County Policy 800-6, which is incorporated by reference herein.

SCHEDULE OF WORK

Consultant shall not proceed to furnish such services and County shall not become obligated to pay for same until a written authorization to proceed (Notice to Proceed) has been sent to Consultant from County. The Consultant shall begin work under this Agreement no later than five (5) days after the effective date of notice to proceed.

CONTRACT TERM

[Insert contract term and any renewal options]

COMPENSATION

Compensation for work performed by Consultant on Project shall be in accordance with the payment provisions and compensation schedule, attached as Exhibit E, Compensation.

The total contract amount for the Project shall not exceed ***[Insert amount approved by BOC]***, which is full payment for a complete scope of services.

ARTICLE 11. PERSONNEL AND EQUIPMENT

Consultant shall designate in writing a person(s) to serve as its authorized representative(s) who shall have sole authority to represent Consultant on all manners pertaining to this contract.

Consultant represents that it has secured or will secure, at its' own expense, all equipment and personnel necessary to complete this Agreement, none of whom shall be employees of or have any contractual relationship with County. All of the services required hereunder will be performed by Consultant under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under law to perform such services.

Written notification shall be immediately provided to County upon change or severance of any of the authorized representative(s), listed key personnel or subcontractor performing services on this Project by Consultant. No changes or substitutions shall be permitted in Consultant's key personnel or subcontractor as set forth herein without the prior written approval of the County. Requests for changes in key personnel or subcontractors will not be unreasonably withheld by County.

SUSPENSION OF WORK

Suspension Notice: The County may by written notice to the Consultant, suspend at any time the performance of all or any portion of the services to be performed under this Agreement. Upon receipt of a suspension notice, the Consultant must, unless the notice requires otherwise:

Immediately discontinue suspended services on the date and to the extent specified in the notice;
Place no further orders or subcontracts for material, services or facilities with respect to suspended services, other than to the extent required in the notice; and
Take any other reasonable steps to minimize costs associated with the suspension.

Notice to Resume: Upon receipt of notice to resume suspended services, the Consultant will immediately resume performance under this Agreement as required in the notice.

ARTICLE 13. **DISPUTES**

Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Fulton County [insert user department name] designated representative. The representative shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the Consultant. The Consultant shall have 30 days from date the decision is sent to appeal the decision to the County Manager or his designee by mailing or otherwise furnishing to the County Manager or designee, copy of the written appeal. The decision of the County Manager or his designee for the determination of such appeal shall be final and conclusive. This condition shall not be pleaded in any suit involving a question of fact arising under this Agreement, unless the same is fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or is not supported by substantial evidence. In connection with any appeal proceeding under this clause, Consultant shall be afforded an opportunity to be heard and to offer evidence in support of an appeal. Pending any final decision of a dispute hereunder, Consultant shall proceed diligently with performance of the Agreement and in accordance with the decision [insert user department name] of the designated representative.

ARTICLE 14. **TERMINATION OF AGREEMENT FOR CAUSE**

Either County or Consultant may terminate work under this Agreement in the event the other party fails to perform in accordance with the provisions of the Agreement. Any party seeking to terminate this Agreement is required to give thirty (30) days prior written notice to the other party.

Notice of termination shall be delivered by certified mail with receipt for delivery returned to the sender.

TIME IS OF THE ESSENCE and if the Consultant refuses or fails to perform the work as specified in Exhibit C, Scope of Services and maintain the scheduled level of effort as proposed, or any separable part thereof, with such diligence as will insure completion of the work within the specified time period, or any extension or tolling there of, or fails to complete said work within such time. The County may exercise any remedy available under law or this Agreement. Failure to maintain the scheduled level of effort as proposed or deviation from the aforesaid proposal without prior approval of County shall constitute cause for termination

The County may, by written notice to Consultant, terminate Consultant's right to proceed with the Project or such part of the Project as to which there has been delay. In such event, the County may take over the work and perform the same to completion, by contract or otherwise, and Consultant shall be required to provide all copies of finished or unfinished documents prepared by Consultant under this Agreement to the County as stated in Exhibit D, "Project Deliverables".

Consultant shall be entitled to receive compensation for any satisfactory work completed on such documents as reasonably determined by the County.

Whether or not the Consultant's right to proceed with the work has been terminated, the Consultant shall be liable for any damage to the County resulting from the Consultant's refusal or failure to complete the work within the specified time period, and said damages shall include, but not be limited to, any additional costs associated with the County obtaining the services of another Consultant to complete the project.

ARTICLE 15. TERMINATION FOR CONVENIENCE OF COUNTY

Notwithstanding any other provisions, the County may terminate this Agreement for its convenience at any time by a written notice to Consultant. If the Agreement is terminated for convenience by the County, as provided in this article, Consultant will be paid compensation for those services actually performed. Partially completed tasks will be compensated for based on a signed statement of completion to be submitted by Consultant which shall itemize each task element and briefly state what work has been completed and what work remains to be done.

ARTICLE 16. WAIVER OF BREACH

The waiver by either party of a breach or violation of any provision of this Agreement, shall not operate or be construed to be, a waiver of any subsequent breach or violation of the same or other provision thereof.

ARTICLE 17. INDEPENDENT CONTRACTOR

Consultant shall perform the services under this Agreement as an independent contractor and nothing contained herein shall be construed to be inconsistent with such relationship or status. Nothing in this Agreement shall be interpreted or construed to constitute Consultant or any of its agents or employees to be the agent, employee or representative of County.

ARTICLE 18. PROFESSIONAL RESPONSIBILITY

Consultant represents that it has, or will secure at its own expenses, all personnel appropriate to perform all work to be completed under this Agreement;

All the services required hereunder will be performed by Consultant or under the direct supervision of Consultant. All personnel engaged in the Project by Consultant shall be fully qualified and shall be authorized or permitted under applicable State and local law to perform such services.

None of the work or services covered by this Agreement shall be transferred, assigned, or subcontracted by Consultant without the prior written consent of the County.

ARTICLE 19. COOPERATION WITH OTHER CONSULTANTS

Consultant will undertake the Project in cooperation with and in coordination with other studies, projects or related work performed for, with or by County's employees, appointed committee(s) or other Consultants. Consultant shall fully cooperate with such other related Consultants and County employees or appointed committees. Consultant shall provide within his schedule of work, time and effort to coordinate with other Consultants under contract with County. Consultant shall not commit or permit any act, which will interfere with the performance of work by any other consultant or by County employees. Consultant shall not be liable or responsible for the delays of third parties not under its control nor affiliated with the Consultant in any manner.

ARTICLE 20. ACCURACY OF WORK

Consultant shall be responsible for the accuracy of his work and shall promptly correct its errors and omissions without additional compensation. Acceptance of the work by the County will not relieve Consultant of the responsibility of subsequent corrections of any errors and the clarification of any ambiguities. Consultant shall prepare any plans, report, fieldwork,

or data required by County to correct its errors or omissions. The above consultation, clarification or correction shall be made without added compensation to Consultant. Consultant shall give immediate attention to these changes so there will be a minimum of delay to others.

ARTICLE 21. REVIEW OF WORK

Authorized representatives of County may at all reasonable times review and inspect Project activities and data collected under this Agreement and amendments thereto. All reports, drawings, studies, specifications, estimates, maps and computations prepared by or for Consultant, shall be available to authorized representatives of County for inspection and review at all reasonable times in the main office of County. Acceptance shall not relieve Consultant of its professional obligation to correct, at its expense, any of its errors in work. County may request at any time and Consultant shall produce progress prints or copies of any work as performed under this Agreement. Refusal by Consultant to submit progress reports and/or plans shall be cause for County, without any liability thereof, to withhold payment to consultant until Consultant complies with County's request in this regard. County's review recommendations shall be incorporated into the plans by Consultant.

ARTICLE 22. INDEMNIFICATION

The Consultant shall indemnify, defend and hold harmless the County, its officers, agents, employees and successors and assigns from and against any and all liability, loss, damages, claims, suits, liens, and judgments including attorneys fees, of whatever nature, including claims for contributions and/or indemnification, for injuries to or death or any person or persons, or damage to property or other rights of any person or persons caused by (1) any failure by the Consultant to perform its obligations under this Agreement; (2) the negligent, intentional or willful misconduct of the Consultant or any of its officers, directors, employees, representatives, agents or Subcontractors in connection with this Agreement; (3) Consultant's fault; or (4) the performance of the Consultant's obligations under this Agreement. The Consultant shall also indemnify the County to the extent provided elsewhere in this Agreement. To the extent there is a determination that Consultant has acted as an agent of the County, the Consultant is specifically excluded from the term "agent" mentioned in the previous sentence, such that Consultant will be required to comply with the requirements of this Article. Consultant's obligation to protect, defend, indemnify, and hold harmless, as set forth hereinabove, shall also included but not limited to any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or any actual or alleged unfair competition disparagement of produce or service, or other business tort of any type whatsoever, or any actual or alleged

violation of trade regulations. Consultant shall not indemnify or hold harmless the County for the sole acts or omissions of employees or officers of the County. Consultant further agrees to protect, defend, indemnify and hold harmless County, its officers, agents and employees from and against any and all claims or liability for compensation under the Worker's Compensation Act arising out of injuries sustained by any employees of Consultant. These Consultant indemnities shall not be limited by reason of the listing of any insurance coverage.

These indemnity provisions are for the protection of the County indemnities only and shall not establish, of themselves, any liability to third parties. The provisions of this article shall survive termination of this Agreement.

ARTICLE 23. **CONFIDENTIALITY**

Consultant agrees that its conclusions and any reports are for the confidential information of County and that it will not disclose its conclusions in whole or in part to any persons whatsoever, other than to submit its written documentation to County, and will only discuss the same with it or its authorized representatives, except as required under this Agreement to provide information to the public. Upon completion of this Agreement term, all documents, reports, maps, data and studies prepared by Consultant pursuant thereto and any equipment paid for by County as a result of this Agreement, shall become the property of County and be delivered to [insert user department name].

Articles, papers, bulletins, reports, or other materials reporting the plans, progress, analyses, or results and findings of the work conducted under this Agreement shall not be presented publicly or published without prior approval in writing of County.

It is further agreed that if any information concerning the Project, its conduct results, or data gathered or processed should be released by Consultant without prior approval from County, the release of the same shall constitute grounds for termination of this Agreement without indemnity to Consultant, but should any such information be released by County or by Consultant with such prior written approval, the same shall be regarded as Public information and no longer subject to the restrictions of this Agreement.

ARTICLE 24. **OWNERSHIP OF INTELLECTUAL PROPERTY AND INFORMATION**

Consultant agrees that Fulton County is the sole owner of all information, data, and materials that are developed or prepared subject to this

Agreement. Consultant or any subcontractor is not allowed to use or sell any information subject to this contract for educational, publication, profit, research or any other purpose without the written and authorized consent of the **[Insert User Department Representative for project]**. All electronic files used in connection to this Agreement, which are by definition, any custom software files used in connection to this Agreement, (collectively, the “Software”), shall be turned over to the County for its use after termination hereof and Consultant shall have no interest of any kind in such electronic files. Any required licenses and fees for the Software or other required materials shall be purchased and/or paid for by Consultant and registered in the name of the **[Insert User Department Representative for project]**, if possible. The Software as defined hereunder, specifically excludes all software, documentation, information, and materials in which Consultant has pre-existing proprietary rights and/or has otherwise been licensed to Consultant prior to this Agreement, and any upgrades, updates, modifications or enhancements thereto. Consultant agrees to provide at no cost to County any upgrades to any software used in connection with this Agreement which may be subsequently developed or upgraded for a period of three (3) years from the date of completion of the work under the Agreement, except in the case of commercial Software licensed to the County or **[Insert User Department Representative for project]**. Any information developed for use in connection with this Agreement may be released as public domain information by the County at its sole discretion.

ARTICLE 25. COVENANT AGAINST CONTINGENT FEES

Consultant warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees maintained by Consultant for the purpose of securing business and that Consultant has not received any non-County fee related to this Agreement without the prior written consent of County. For breach or violation of this warranty, County shall have the right to annul this Agreement without liability or at its discretion to deduct from the Contract Price or consideration the full amount of such commission, percentage, brokerage or contingent fee.

ARTICLE 26. INSURANCE

Consultant agrees to obtain and maintain during the entire term of this Agreement, all of the insurance required as specified in the Agreement documents, Exhibit G, Insurance and Risk Management Forms, with the County as an additional insured and shall furnish the County a Certificate of Insurance showing the required coverage. The cancellation of any policy of insurance required by this Agreement shall meet the

requirements of notice under the laws of the State of Georgia as presently set forth in the Georgia Code.

ARTICLE 27. **PROHIBITED INTEREST**

Section 27.01 **Conflict of interest:**

Consultant agrees that it presently has no interest and shall acquire no interest direct or indirect that would conflict in any manner or degree with the performance of its service hereunder. Consultant further agrees that, in the performance of the Agreement, no person having any such interest shall be employed.

Section 27.02 **Interest of Public Officials:**

No member, officer or employee of County during his tenure shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE 28. **SUBCONTRACTING**

Consultant shall not subcontract any part of the work covered by this Agreement or permit subcontracted work to be further subcontracted without prior written approval of County.

ARTICLE 29. **ASSIGNABILITY**

Consultant shall not assign or subcontract this Agreement or any portion thereof without the prior expressed written consent of County. Any attempted assignment or subcontracting by Consultant without the prior expressed written consent of County shall at County's sole option terminate this Agreement without any notice to Consultant of such termination. Consultant binds itself, its successors, assigns, and legal representatives of such other party in respect to all covenants, agreements and obligations contained herein.

ARTICLE 30. **ANTI-KICKBACK CLAUSE**

Salaries of engineers, surveyors, draftsmen, clerical and technicians performing work under this Agreement shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions as are mandatory by law. Consultant hereby promises to comply with all applicable "Anti-Kickback" Laws, and shall insert appropriate provisions in all subcontracts covering work under this Agreement.

ARTICLE 31. **AUDITS AND INSPECTORS**

At any time during normal business hours and as often as County may deem necessary, Consultant shall make available to County and/or representatives of the County for examination all of its records with respect to all matters covered by this Agreement.

It shall also permit County and/or representative of the County to audit, examine and make copies, excerpts or transcripts from such records of personnel, conditions of employment and other data relating to all matters covered by this Agreement. Consultant's records of personnel, conditions of employment, and financial statements (hereinafter "Information") constitute trade secrets and are considered confidential and proprietary by

Consultant. To the extent County audits or examines such Information related to this Agreement, County shall not disclose or otherwise make available to third parties any such Information without Consultant's prior written consent unless required to do so by a court order. Nothing in this Agreement shall be construed as granting County any right to make copies, excerpts or transcripts of such information outside the area covered by this Agreement without the prior written consent of Consultant. Consultant shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred on the Project and used in support of its proposal and shall make such material available at all reasonable times during the period of the Agreement and for three years from the date of final payment under the Agreement, for inspection by County or any reviewing agencies and copies thereof shall be furnished upon request and at no additional cost to County. Consultant agrees that the provisions of this Article shall be included in any Agreements it may make with any subcontractor, assignee or transferee.

ARTICLE 32. ACCOUNTING SYSTEM

Consultant shall have an accounting system, which is established, and maintaining in accordance with generally accepted accounting principles. Consultant must account for cost in a manner consistent with generally accepted accounting procedures, as approved by Fulton County.

ARTICLE 33. VERBAL AGREEMENT

No verbal agreement or conversation with any officer, agent or employee of County either before, during or after the execution of this Agreement, shall affect or modify any of the terms of obligations herein contained, nor shall such verbal agreement or conversation entitle Consultant to any additional payment whatsoever under the terms of this Agreement. All changes to this shall be in writing and the form of a change order in supplemental agreement, approved by the County, and entered on the Minutes of the Board of Commissioners.

ARTICLE 34. NOTICES

All notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid.

Notice to County, shall be addressed as follows:

[Insert User Department Representative Position for project]

[Insert User Department Address]

Atlanta, Georgia 30303

Telephone:

With a copy to:

Fulton County Department of Purchasing & Contract Compliance
Interim Director
130 Peachtree Street, Suite 1168
Atlanta, Georgia 30303
Telephone: (404) 730-5800
Facsimile: (404) 893-6273
Attention: Felicia Strong-Whitaker

Notices to Consultant shall be addressed as follows:

[Insert Consultant Representative for project]

[Insert Consultant Address]

Telephone:

Facsimile:

Attention: **[Insert Consultant Representative for project]**

ARTICLE 35. JURISDICTION

This Agreement shall be administered and interpreted under the laws of the State of Georgia. Jurisdiction of litigation arising from this Agreement shall be in that state. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in full force and effect.

Whenever reference is made in the Agreement to standards or codes in accordance with which work is to be performed, the edition or revision of the standards or codes current on the effective date of this Agreement shall apply, unless otherwise expressly stated.

ARTICLE 36. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Agreement, Consultant agrees as follows:

Section 36.01 Consultant will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin;

Section 36.02 Consultant will, in all solicitations or advertisements for employees placed by, or on behalf of, Consultant state that all qualified applicants, will receive consideration for employment without regard to race, creed, color, sex or national origin;

Section 36.03 Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Agreement so that such provision will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

ARTICLE 37. FORCE MAJEURE

Neither County nor Consultant shall be deemed in violation of this Agreement if either is prevented from performing its obligations hereunder for any reason beyond its control, including but not limited to acts of God, civil or military authority, act of public enemy, accidents, fires, explosions, earthquakes, floods or catastrophic failures of public transportation, provided however, that nothing herein shall relieve or be construed to relieve Consultant from performing its obligations hereunder in the event of riots, rebellions or legal strikes.

ARTICLE 38. OPEN RECORDS ACT

The Georgia Open Records Act, O.C.G.A. Section 50-18-70 et seq., applies to this Agreement. The Consultant acknowledges that any documents or computerized data provided to the County by the Consultant may be subject to release to the public. The Consultant also acknowledges that documents and computerized data created or held by the Consultant in relation to the Agreement may be subject to release to the public, to include documents turned over to the County. The Consultant shall cooperate with and provide assistance to the County in rapidly responding to Open Records Act requests. The Consultant shall notify the County of any Open Records Act requests no later than 24 hours following receipt of any such requests by the Consultant. The Consultant shall promptly comply with the instructions or requests of the County in relation to responding to Open Records Act requests.

ARTICLE 39. CONSULTANT'S COMPLIANCE WITH ALL ASSURANCES OR PROMISES MADE IN RESPONSE TO PROCUREMENT

Where the procurement documents do not place a degree or level of service relating to the scope of work, M/FBE participation, or any other matter relating to the services being procured, should any Consultant submit a response to the County promising to provide a certain level of service for the scope of work, M/FBE participation, or any other matter, including where such promises or assurances are greater than what is required by the procurement documents, and should this response containing these promises or assurances be accepted by the County and made a part of the Contract Documents, then the degree or level of

service promised relating to the scope of work, M/FBE participation, or other matter shall be considered to be a material part of the Agreement between the Consultant and the County, such that the Consultant's failure to provide the agreed upon degree or level of service or participation shall be a material breach of the Agreement giving the County just cause to terminate the Agreement for cause, pursuant to ARTICLE 14 of the Agreement.

ARTICLE 40. INVOICING AND PAYMENT

Consultant shall submit monthly invoices for work performed during the previous calendar month, in a form acceptable to the County and accompanied by all support documentation requested by the County, for payment and for services that were completed during the preceding phase. The County shall review for approval of said invoices. The County shall have the right not to pay any invoice or part thereof if not properly supported, or if the costs requested or a part thereof, as determined by the County, are reasonably in excess of the actual stage of completion.

Time of Payment: Invoices for payment shall be submitted to County by the first (1st) calendar day of the month to facilitate processing for payment in that same month. Invoices received after the first (1st) calendar day of the month may not be paid until the last day of the following month. The County shall make payments to Consultant by U.S. mail approximately thirty (30) days after receipt of a proper invoice. Parties hereto expressly agree that the above contract term shall supersede the rates of interest, payment periods, and contract and subcontract terms provided for under the Georgia Prompt Pay Act, O.C.G.A. 13-11-1 et seq., pursuant to 13-11-7(b), and the rates of interest, payment periods, and contract and subcontract terms provided for under the Prompt Pay Act shall have no application to this Agreement; parties further agree that the County shall not be liable for any interest or penalty arising from late payments.

Submittal of Invoices: Consultant shall submit all invoices in original and one (1) copy to:

[Insert User Department Representative Position for project]

[Insert User Department Address]

Atlanta, Georgia 30303

Telephone:

Facsimile:

Attention: ***[Insert User Department Representative for project]***

Consultant's cumulative invoices shall not exceed the total not-to-exceed fee established for this Agreement.

Optional: [A narrative of one (1) page only, listing the scope of services billed for shall accompany each invoice.]

County's Right to Withhold Payments: The County may withhold payments for services that involve disputed costs, involve disputed audits, or are otherwise performed in an inadequate fashion. Payments withheld by the County will be released and paid to the Consultant when the services are subsequently performed adequately and on a timely basis, the causes for disputes are reconciled or any other remedies or actions stipulated by the County are satisfied. The County shall promptly pay any undisputed items contained in such invoices.

Payment of Sub-consultants/Suppliers: The Consultant must certify in writing that all sub-consultants of the Consultant and suppliers have been promptly paid for work and materials and previous progress payments received. In the event the prime Consultant is unable to pay sub-consultants or suppliers until it has received a progress payment from Fulton County, the prime Consultant shall pay all sub-consultants or supplier funds due from said progress payments within forty-eight (48) hours of receipt of payment from Fulton County and in no event later than fifteen days as provided for by State Law.

Acceptance of Payments by Consultant; Release. The acceptance by the Consultant of any payment for services under this Agreement will, in each instance, operate as, and be a release to the County from, all claim and liability to the Consultant for work performed or furnished for or relating to the service for which payment was accepted, unless the Consultant within five (5) days of its receipt of a payment, advises the County in writing of a specific claim it contends is not released by that payment.

ARTICLE 41. NON-APPROPRIATION

This Agreement states the total obligation of the County to the Consultant for the calendar year of execution. Notwithstanding anything contained in this Agreement, the obligation of the County to make payments provided under this Agreement shall be subject to annual appropriations of funds thereof by the governing body of the County and such obligation shall not constitute a pledge of the full faith and credit of the County within the meaning of any constitutional debt limitation. The Director of Finance shall deliver written notice to the Consultant in the event the County does not intend to budget funds for the succeeding Contract year.

Notwithstanding anything contained in this Agreement, if sufficient funds have not been appropriated to support continuation of this Agreement for an additional calendar year or an additional term of the Agreement, this Agreement shall terminate absolutely and without further obligation on the part of the County at the close of the calendar year of its execution and at the close of each succeeding calendar year of which it may be renewed, unless a shorter termination period is provided or the County suspends performance pending the appropriation of funds.

ARTICLE 42. **WAGE CLAUSE**

Consultant shall agree that in the performance of this Agreement the Consultant will comply with all lawful agreements, if any, which the Consultant had made with any association, union, or other entity, with respect to wages, salaries, and working conditions, so as not to cause inconvenience, picketing, or work stoppage.

IN WITNESS THEREOF, the Parties hereto have caused this Contract to be executed by their duly authorized representatives as attested and witnessed and their corporate seals to be hereunto affixed as of the day and year date first above written.

OWNER:

FULTON COUNTY, GEORGIA

CONSULTANT:

***[Insert Consultant
COMPANY NAME]***

John H. Eaves, Commission
Chair
Board of Commissioners

ATTEST:

***[Insert Name & Title of
person authorized to sign
contract]***

ATTEST:

Mark Massey
Clerk to the Commission
(Seal)

APPROVED AS TO FORM:

Secretary/
Assistant Secretary

(Affix Corporate Seal)

Office of the County Attorney

APPROVED AS TO
CONTENT:

***[Insert Department Head
Name
Insert Department Head
Title]***

ADDENDA

Instructions for Users: Acknowledgement(s) of any addenda should be inserted behind this cover sheet.

EXHIBIT A

GENERAL CONDITIONS

Instructions for Users: Insert any General Conditions that were in the solicitation document behind this cover sheet.

Example: "Fulton County Purchasing Department Request For Proposal (RFP) General Requirements".

EXHIBIT B

SPECIAL CONDITIONS

Instructions for Users: Insert any Special Conditions that were in the solicitation document behind this cover sheet. If no Special Conditions were required, on a separate page behind this cover page please use the following language:

No Special Conditions were required for this Project

EXHIBIT C

SCOPE OF WORK

Instructions for Users: Insert the detailed Scope of Work to be provided by the Consultant behind this cover sheet.

EXHIBIT D

PROJECT DELIVERABLES

Instructions for Users: Insert any Project Deliverables to be provided by the Consultant behind this cover sheet.

EXHIBIT E

COMPENSATION

Instructions for Users: Insert the detailed Compensation to Consultant (payment to consultant providing service) behind this cover sheet.

EXHIBIT F

OFFICE OF CONTRACT COMPLIANCE FORMS

Instructions for Users: Insert the Contract Compliance forms submitted by the Consultant. Please contact Contract Compliance to insure you have the correct forms. Insert forms behind this cover sheet.

EXHIBIT G

INSURANCE AND RISK MANAGEMENT FORMS

Instructions for Users: Insert the following information behind this cover sheet.

Insurance and Risk Management Provisions from Solicitation Document

The following information should be inserted after you have received submittals from the Consultant:

Certificate of Insurance
Payment Bonds (if applicable)
Performance Bonds (if applicable)

14 Appendix I – Current SPDs

Please see attachments titled, “Appendix I – Active SPD.pdf” and “Appendix I – Retiree SPD.pdf.” Please note that these SPDs do not reflect 2010 changes.

15 Appendix II – Required submittal checklist

The following submittals shall be completed and submitted with each proposal (see table below “Required Proposal Submittal Check List.”). Please check to make sure that the required submittals are in the envelope before it is sealed. Failure to submit all required submittals may deem your proposal non-responsive.

Item #	Required Proposal Submittal Check List	Check (√)
1	Technical Proposal (1 printed copy and 6 CDs) – must include all “.xls” files in printed and CD copy	
2	Cost Proposal (1 printed copy and 6 CDs) – must include all “.xls” files in printed and CD copy	
3	Signed Contract Compliance Exhibits (2 printed copies)	
4	Technical Evaluation Factors Executive Summary Qualifications of Key Personnel Relevant Project Experience Financial Information (1) Annual Report and financial statement for last 3 yrs, income statements, balance sheets, change in financial position. (2) Latest quarterly financial report, description of material, change in financial position since last the last annual report. (3) Most recent Dun & Bradstreet and/or Value Line Reports. (4) Documentation and discussion of the financial condition and capability of the Proposer(s). (5) Statement regarding Proposer’s team filing for bankruptcy, insolvency, reorganization, receivership, moratorium, or assignment of benefits of creditors. Availability of Key Personnel Location of Firm Questionnaires	
5	Risk Management Insurance Provisions Form (part of Contract Compliance Exhibits)	



16 Appendix III – Attachment Listing

All attachments related to this RFP are contained in two zip files, which are available for download from the Fulton County Website:

- Attachments.zip
 - 2008 Enrollment and Experience.xls
 - 2009 Census_File_Actives.xls
 - 2009 Census_File_Retirees.xls
 - Appendix I – Active SPD.pdf
 - Appendix I – Retiree SPD.pdf
 - Confirmations.xls
 - Cost Proposal – Cost and Repricing Questionnaire.xls
 - Medical Questionnaire.xls
 - Provider Networks.xls
- Claims.zip
 - Medical Repricing Layout.xls
 - NR50992_FULTON_COUNTY.txt