

**County of Inyo
Department of Health and Human Services (HHS)
1360 North Main Street, Suite 201
Bishop, CA 93514**

**Request for Proposals (RFP) for the Provision of Enhanced Care Management Enrollment
Consultant**

Funds are limited to \$120,000 per 12-month period

Opening Date: February 2nd, 2024

Closing Date: March 1st, 2024

Identifying Title: Enhanced Care Management Enrollment Consultant RFP

Contact:

Melissa Best-Baker
Deputy Director
Inyo County Department of Health and Human Services
1360 North Main Street
Suite 201
Bishop, CA 93514
HHS-Admin@inyocounty.us
760-873-3305

I. General Instructions

Registering as a Respondent. It is strongly recommended that any interested respondent email the contact person listed above to indicate that they will be submitting a bid and wish to be registered as a respondent. Registering as a respondent is not mandatory, but it will ensure that you receive any updated bid documents or relevant information. Registration emails must contain the Identifying Title in the subject line and should be sent from the email address at which respondents want to receive updates.

Submission Process. Respondents must submit responses by mail to the following address:

Inyo County Department of Health and Human Services, ATTN: Melissa Best-Baker, 1360
North Main Street, Suite 201, Bishop, CA 93514

Responses must be received by the closing date noted above. It is recommended that you mail your response well in advance to ensure that it arrives on or before the closing date. Response documents must be placed inside a sealed envelope, which is then placed within a mailing envelope. The inner envelope containing the response documents must be clearly marked with the following:

Proposal for the Delivery of Enhanced Care Management Enrollment Consultant

Public Nature of Submissions. Pursuant to the California Public Records Act (“PRA”), all responses to this RFP/RFQ are considered public records that will be disclosable upon request. If you believe that information contained within your bid documents is confidential, trade secret, or otherwise exempt from disclosure under the PRA, you must clearly stamp *each page* that you believe contains confidential information with a header that states “CONFIDENTIAL” in at least 12-point font. Please note that stamping your response as such does not guarantee that it will never be disclosed. Pursuant to Inyo County’s obligations under the PRA, the County will independently assess assertions of confidentiality.

Challenges to the Bidding Process. Any respondent who wishes to challenge the County’s handling of the procurement process must do so via the mandatory administrative procedure set forth in Inyo County Code Chapter 6.30.

Contracting Preferences. Pursuant to Inyo County Code Chapter 6.06, Inyo County contracting preference for small and/or local businesses applies. To be eligible for the preferences, a business must provide a certification that it is a small and/or local business as defined by Inyo County Code § 6.06.020 with its bid.

Questions and Additional Information. Respondents who have a question about any aspect of the procurement process must put the question in writing and email it to the contact listed above. The answer to any questions will be publicly posted and emailed to all registered respondents to ensure that all respondents are working from the same information. Respondents should not reveal the anticipated contents of their response when asking questions.

II. Services, Products, and Qualifications Required

Program Description. It is the intent of this RFP to seek proposals from qualified bidder(s) to implement and provide a comprehensive array of consulting services. The objective is to enable Inyo County Health and Human Services to effectively prepare for the planning, application completion, and implementation of Enhanced Care Management service provision.

Under the administrative over-site of the HHS Deputy Director, the Enhanced Care Management Enrollment Consultant offers expert consultations encompassing, but not confined to, the following services: development of policies and procedures, creation of implementation plans, establishment of billing infrastructure, completion of Enhanced Care Management provider enrollment applications, and conducting a comprehensive implementation cost study for longevity and sustainability.

This RFP will allow Inyo County HHS to acquire professional expertise and consultation so that the provision of Enhanced Care Management services can be initiated. The Enhanced Care Management Enrollment Consultant will be expected to work closely with all Inyo County divisions.

Expectations.

1. The Enhanced Care Management Enrollment Consultant will craft policies and procedures essential for the implementation of ECM services.
2. The Enhanced Care Management Enrollment Consultant will formulate an implementation plan that outlines the systematic delivery of ECM services.
3. The Enhanced Care Management Enrollment Consultant will work with County to identify a software system to capture the required data for the systematic delivery of ECM services.
4. The Enhanced Care Management Enrollment Consultant will lead the effort to finalize the submission of ECM provider applications in collaboration with Inyo County HHS Administrative staff.
5. The Enhanced Care Management Enrollment Consultant will actively engage in the formulation of a strategic plan for the implementation of ECM service billing structure.
6. The Enhanced Care Management Enrollment Consultant will conduct a comprehensive implementation cost study, ensuring the financial sustainability and prolonged effectiveness of ECM services post-implementation.
7. The Enhanced Care Management Enrollment Consultant will showcase a profound understanding of current principles, procedures, and processes pertinent to the CalAIM initiative, as well as the intricate workings of Enhanced Care Management implementation.

III. Evaluation of Responses

Evaluation. The County will evaluate all submissions based on the totality of their responses. A respondent's inability to provide a certain service is not necessarily disqualifying, as the County will consider which submission *as a whole* will provide the best service. Similarly, the County is not obligated to choose the respondent who can provide the requested services for the lowest amount of money. Rather, the Inyo County HHS will consider which respondent provides the best overall value, taking into account both price and quality.

Bidders can submit a proposal for all or part of the Inyo County Health and Human Services Enhanced Care Management Enrollment Consultant RFP. Inyo County Health and Human Services reserves the right to award multiple bidders if deemed in the best interest of the County.

Responses will be Scored per the Following Rubric:

1. Program Narrative - (100 points) (Up to 10 pages)

This section of the proposal should present a comprehensive statement of the proposed program and describe how the applicant would implement the needed Enhanced Care Management Enrollment Consultant services as described in the

“Program Description” above. Applicants should be attentive to the stated expectations included in the RFP.

The maximum number of points for the application is 100 points. Points will be assigned as follows for each of the segments comprising the Program Narrative.

- **Skills and Experience Requirements (25 points)**

Provide a comprehensive overview of your organization’s proficiency in guiding agencies through the entire project lifecycle associated with state initiatives, especially those in collaboration with Medi-Cal Managed Care Plans and the ECM process. Additional points will be granted for a demonstrated track record of successfully advising California counties, leading them to successful enrollment as ECM providers.

- **Program Services Proposal (45 points)**

Provide an overview of your implementation of the proposed services and include how you would propose to address each of the elements in the Program Description and Expectations section.

- **Schedule of Rates (25 points)**

Please provide a proposed schedule of rates that addresses each of the programmatic elements described in the Program Description and Expectations section.

- **Investigation Statement – (0 points)**

Include a statement of whether the agency is now or has been the subject of a public or private audit or investigation due to potential or alleged financial mismanagement. These statements must describe the program audited or investigation, by whom, the date of the audit, the period audited and the purpose and outcome of the audit or investigation.

- **Legal Information- (0 points)**

Include statement of whether the agency is now or has been the subject of a public or private audit or investigation due to potential or alleged financial mismanagement. These statement must describe the program audited or investigated, by whom, the date of the audit, the period audited and the purpose of the audit or investigation.

- **Supportive Information - (5 points)**

Include in this section any additional information supportive of the agency or this proposal.

The successful respondent will be expected to enter into Inyo County Standard Contract No. 116, a copy of which is attached.

Bidder's questions must be submitted by February 15, 2024 to Melissa Best-Baker at HHS-Admin@inyoconuty.us .

AGREEMENT BETWEEN COUNTY OF INYO

AND (Contractor Name)
FOR THE PROVISION OF Enhance Care Management Enrollment Consultant **SERVICES**

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the consulting services of (Contractor Name) of (Contractor Name) (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

The Contractor shall furnish to the County, upon its request, those services and work set forth in Attachment A, attached hereto and by reference incorporated herein. Requests by the County to the Contractor to perform under this Agreement will be made by Melissa Best-Baker, whose title is: HHS Deputy Director. Requests to the Contractor for work or services to be performed under this Agreement will be based upon the County's need for such services. The County makes no guarantee or warranty, of any nature, that any minimum level or amount of services or work will be requested of the Contractor by the County under this Agreement. County by this Agreement incurs no obligation or requirement to request from Contractor the performance of any services or work at all, even if County should have some need for such services or work during the term of this Agreement.

Services and work provided by the Contractor at the County's request under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, and County laws, ordinances, regulations, and resolutions. Such laws, ordinances, regulations, and resolutions include, but are not limited to, those which are referred to in this Agreement.

2. TERM.

The term of this Agreement shall be from _____ to _____ unless sooner terminated as provided below.

3. CONSIDERATION.

A. Compensation. County shall pay to Contractor in accordance with the Schedule of Fees (set forth as Attachment B) for the services and work described in Attachment A which are performed by Contractor at the County's request.

B. Travel and per diem. Contractor will not be paid or reimbursed for travel expenses or per diem which Contractor incurs in providing services and work requested by County under this Agreement.

C. No additional consideration. Except as expressly provided in this Agreement, Contractor shall not be entitled to, nor receive, from County, any additional consideration, compensation, salary, wages, or other type of remuneration for services rendered under this Agreement. Specifically, Contractor shall not be entitled, by virtue of this Agreement, to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays, or other paid leaves of absence of any type or kind whatsoever.

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed _____ Dollars

(\$_____) (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

E. Billing and payment. Contractor shall submit to the County, once a month, an itemized statement of all services and work described in Attachment A, which were done at the County's request. This statement will be submitted to the County not later than the fifth (5th) day of the month. The statement to be submitted will cover the period from the first (1st) day of the preceding month through and including the last day of the preceding month. This statement will identify the date on which the services and work were performed and describe the nature of the services and work which were performed on each day. Upon timely receipt of the statement by the fifth (5th) day of the month, County shall make payment to Contractor on the last day of the month.

F. Federal and State taxes.

(1) Except as provided in subparagraph (2) below, County will not withhold any federal or state income taxes or social security from any payments made by County to Contractor under the terms and conditions of this Agreement.

(2) County will withhold California State income taxes from payments made under this Agreement to non-California resident independent contractors when it is anticipated that total annual payments to Contractor under this Agreement will exceed one thousand four hundred ninety nine dollars (\$1,499.00).

(3) Except as set forth above, County has no obligation to withhold any taxes or payments from sums paid by County to Contractor under this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. County has no responsibility or liability for payment of Contractor's taxes or assessments.

(4) The total amounts paid by County to Contractor, and taxes withheld from payments to non-California residents, if any, will be reported annually to the Internal Revenue Service and the California State Franchise Tax Board. To facilitate this reporting, Contractor shall complete and submit to the County an Internal Revenue Service (IRS) Form W-9 upon executing this Agreement.

4. WORK SCHEDULE.

Contractor's obligation is to perform, in a timely manner, those services and work identified in Attachment A which are requested by the County. It is understood by Contractor that the performance of these services and work will require a varied schedule. Contractor will arrange his/her own schedule, but will coordinate with County to ensure that all services and work requested by County under this Agreement will be performed within the time frame set forth by County.

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

A. Any licenses, certificates, or permits required by the federal, state, county, municipal governments, for contractor to provide the services and work described in Attachment A must be procured by Contractor and be valid at the time Contractor enters into this Agreement or as otherwise may be required. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, professional licenses or certificates, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by Contractor at no expense to the County. Contractor will provide County, upon execution of this Agreement, with evidence of current and valid licenses, certificates and permits which are required to perform the services identified in Attachment A. Where there is a dispute between Contractor and County as to what licenses, certificates, and permits are required to perform the services identified in Attachment A, County reserves the right to make such determinations for purposes of this Agreement.

B. Contractor warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Contractor also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration available at: <http://www.sam.gov>.

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ET CETERA.

Contractor shall provide such office space, supplies, equipment, vehicles, reference materials, and telephone service as is necessary for Contractor to provide the services identified in Attachment A to this Agreement. County is not obligated to reimburse or pay Contractor, for any expense or cost incurred by Contractor in procuring or maintaining such items. Responsibility for the costs and expenses incurred by Contractor in providing and maintaining such items is the sole responsibility and obligation of Contractor.

7. COUNTY PROPERTY.

A. Personal Property of County. Any personal property such as, but not limited to, protective or safety devices, badges, identification cards, keys, etc. provided to Contractor by County pursuant to this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of County. Contractor will use reasonable care to protect, safeguard and maintain such items while they are in Contractor's possession. Contractor will be financially responsible for any loss or damage to such items, partial or total, which is the result of Contractor's negligence.

B. Products of Contractor's Work and Services. Any and all compositions, publications, plans, designs, specifications, blueprints, maps, formulas, processes, photographs, slides, video tapes, computer programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or intellectual properties of any kind which are created, produced, assembled, compiled by, or are the result, product, or manifestation of, Contractor's services or work under this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of the County. At the termination of the Agreement, Contractor will convey possession and title to all such properties to County.

8. INSURANCE.

For the duration of this Agreement Contractor shall procure and maintain insurance of the scope and amount specified in Attachment C and with the provisions specified in that attachment.

9. STATUS OF CONTRACTOR.

All acts of Contractor, its agents, officers, and employees, relating to the performance of this Agreement, shall be performed as independent contractors, and not as agents, officers, or employees of County. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in Attachment A, Contractor has no authority or responsibility to exercise any rights or power vested in the County. No agent, officer, or employee of the Contractor is to be considered an employee of County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture. As an independent contractor:

A. Contractor shall determine the method, details, and means of performing the work and services to be provided by Contractor under this Agreement.

B. Contractor shall be responsible to County only for the requirements and results specified in this Agreement, and except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement.

C. Contractor, its agents, officers, and employees are, and at all times during the term of this Agreement shall, represent and conduct themselves as independent contractors, and not as employees of County.

10. DEFENSE AND INDEMNIFICATION.

Contractor shall hold harmless, defend and indemnify County and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damages which was caused by the sole negligence or willful misconduct of the County.

11. RECORDS AND AUDIT.

A. Records. Contractor shall prepare and maintain all records required by the various provisions of this Agreement, federal, state, county, municipal, ordinances, regulations, and directions. Contractor shall maintain these records for a minimum of four (4) years from the termination or completion of this Agreement. Contractor may fulfill its obligation to maintain records as required by this paragraph by substitute photographs, microphotographs, or other authentic reproduction of such records.

B. Inspections and Audits. Any authorized representative of County shall have access to any books, documents, papers, records, including, but not limited to, financial records of Contractor, which County determines to be pertinent to this Agreement, for the purposes of making audit, evaluation, examination, excerpts, and transcripts during the period such records are to be maintained by Contractor. Further, County has the right, at all reasonable times, to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.

12. NONDISCRIMINATION.

During the performance of this Agreement, Contractor, its agents, officers, and employees shall not unlawfully discriminate in violation of any federal, state, or local law, against any employee, or applicant for employment, or person receiving services under this Agreement, because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex. Contractor and its agents, officers, and employees shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), and the applicable regulations promulgated thereunder in the California Code of Regulations. Contractor shall also abide by the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, and all administrative rules and regulations issued pursuant to said act.

13. CANCELLATION.

This Agreement may be canceled by County without cause, and at will, for any reason by giving to Contractor thirty (30) days written notice of such intent to cancel. Contractor may cancel this Agreement without cause, and at will, for any reason whatsoever by giving thirty (30) days written notice of such intent to cancel to County.

14. ASSIGNMENT.

This is an agreement for the services of Contractor. County has relied upon the skills, knowledge, experience, and training of Contractor as an inducement to enter into this Agreement. Contractor shall not assign or subcontract this Agreement, or any part of it, without the express written consent of County. Further, Contractor shall not assign any monies due or to become due under this Agreement without the prior written consent of County.

15. DEFAULT.

If the Contractor abandons the work, or fails to proceed with the work and services requested by County in a timely manner, or fails in any way as required to conduct the work and services as required by County, County may declare the Contractor in default and terminate this Agreement upon five (5) days written notice to Contractor. Upon such termination by default, County will pay to Contractor all amounts owing to Contractor for services and work satisfactorily performed to the date of termination.

16. WAIVER OF DEFAULT.

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in paragraph twenty-two (22) below.

17. CONFIDENTIALITY.

Contractor further agrees to comply with the various provisions of the federal, state, and county laws, regulations, and ordinances providing that information and records kept, maintained, or accessible by Contractor in the course of providing services and work under this Agreement, shall be privileged, restricted, or confidential. Contractor agrees to keep confidential all such information and records. Disclosure of such confidential, privileged, or protected information shall be made by Contractor only with the express written consent of the County. Any disclosure of confidential information by Contractor without the County's written consent is solely and exclusively the legal responsibility of Contractor in all respects.

Notwithstanding anything in the Agreement to the contrary, names of persons receiving public social services are confidential and are to be protected from unauthorized disclosure in accordance with Title 45, Code of Federal Regulations Section 205.50, the Health Insurance Portability and Accountability Act of 1996, and Sections 10850 and 14100.2 of the Welfare and Institutions Code, and regulations adopted pursuant thereto. For the purpose of this Agreement, all information, records, and data elements pertaining to beneficiaries shall be protected by the provider from unauthorized disclosure.

18. CONFLICTS.

Contractor agrees that it has no interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the work and services under this Agreement.

19. POST AGREEMENT COVENANT.

Contractor agrees not to use any confidential, protected, or privileged information which is gained from the County in the course of providing services and work under this Agreement, for any personal benefit, gain, or enhancement. Further, Contractor agrees for a period of two years after the termination of this Agreement, not to seek or accept any employment with any entity, association, corporation, or person who, during the term of this Agreement, has had an adverse or conflicting interest with the County, or who has been an adverse party in litigation with the County, and concerning such, Contractor by virtue of this Agreement has gained access to the County's confidential, privileged, protected, or proprietary information.

20. SEVERABILITY.

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction, or if it is found in contravention of any federal, state, or county statute, ordinance, or regulation, the remaining provisions of this Agreement, or the application thereof, shall not be invalidated thereby, and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

21. FUNDING LIMITATION.

The ability of County to enter this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to cancel, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying Contractor of the cancellation, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements of paragraph twenty-two (22) (Amendment).

22. AMENDMENT.

This Agreement may be modified, amended, changed, added to, or subtracted from, by the mutual consent of the parties hereto, if such amendment or change is in written form and executed with the same formalities as this Agreement, and attached to the original Agreement to maintain continuity.

23. NOTICE.

Any notice, communication, amendments, additions, or deletions to this Agreement, including change of address of either party during the terms of this Agreement, which Contractor or County shall be required, or may desire, to make, shall be in writing and may be personally served, or sent by prepaid first class mail to, the respective parties as follows:

County of Inyo	
<u>Health and Human Services</u>	Department
<u>1360 North Main Street, Suite 201</u>	Address
<u>Bishop CA, 93514</u>	City and State

Contractor:

_____	Name
_____	Address
_____	City and State

24. ENTIRE AGREEMENT.

This Agreement contains the entire agreement of the parties, and no representations, inducements, promises, or agreements otherwise between the parties not embodied herein or incorporated herein by reference, shall be of any force or effect. Further, no term or provision hereof may be changed, waived, discharged, or terminated, unless the same be in writing executed by the parties hereto.

////

////

AGREEMENT BETWEEN COUNTY OF INYO
AND (Contractor Name)
FOR THE PROVISION OF Enhanced Care Management Enrollment Consultant **SERVICES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS
THIS _____ DAY OF _____, _____.

COUNTY OF INYO

CONTRACTOR

By: _____
Signature

By: _____
Signature

Print or Type Name

Print or Type Name

Dated: _____

Dated: _____

APPROVED AS TO FORM AND LEGALITY:

County Counsel

APPROVED AS TO ACCOUNTING FORM:

County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

County Risk Manager

ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF INYO
AND (Contractor Name)
FOR THE PROVISION OF Enhanced Care Management Enrollment Consultant **SERVICES**

TERM:

FROM: _____ **TO:** _____

SCOPE OF WORK:

The qualified contractor will provide a comprehensive array of consulting services. The objective is to enable Inyo County Health and Human Services to effectively prepare for the planning, application completion, and implementation of Enhanced Care Management service provision.

Under the administrative over-site of the HHS Deputy Director, the Enhanced Care Management Enrollment Consultant offers expert consultations encompassing, but not confined to, the following services: development of policies and procedures, creation of implementation plans, establishment of billing infrastructure, completion of Enhanced Care Management provider enrollment applications, and conducting a comprehensive implementation cost study for longevity and sustainability.

This contract will allow Inyo County HHS to acquire professional expertise and consultation so that the provision Enhanced Care Management services can be initiated. The Enhanced Care Management Enrollment Consultant will be expected to work closely with all Inyo County divisions and participate in multi-disciplinary team meetings

Expectations:

1. The Enhanced Care Management Enrollment Consultant will craft policies and procedures essential for the implementation of ECM services.
2. The Enhanced Care Management Enrollment Consultant will formulate an implementation plan that outlines the systematic delivery of ECM services.
3. The Enhanced Care Management Enrollment Consultant will work with County to identify a software system to capture the required data for the systematic delivery of ECM services.
4. The Enhanced Care Management Enrollment Consultant will lead the effort to finalize the submission of ECM provider applications in collaboration with Inyo County HHS Administrative staff.
5. The Enhanced Care Management Enrollment Consultant will actively engage in the formulation of a strategic plan for the implementation of ECM service billing structure.
6. The Enhanced Care Management Enrollment Consultant will conduct a comprehensive implementation cost study, ensuring the financial sustainability and prolonged effectiveness of ECM services post-implementation.
7. The Enhanced Care Management Enrollment Consultant will showcase a profound understanding of current principles, procedures, and processes pertinent to the CalAIM initiative, as well as the intricate workings of Enhanced Care Management implementation.

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO

AND (Contractor Name)

FOR THE PROVISION OF Enhanced Care Management Enrollment Consultant **SERVICES**

TERM:

FROM: **TO:**

SCHEDULE OF FEES:

ATTACHMENT C

AGREEMENT BETWEEN COUNTY OF INYO

AND (Contractor Name)

FOR THE PROVISION OF Enhanced Care Management Enrollment Consultant **SERVICES**

TERM:

FROM: _____ **TO:** _____

SEE ATTACHED INSURANCE PROVISIONS

Attachment C: 2023 Insurance Requirements for Most Professional Services Agreements

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage. *(Coverage requirement may be waived if Contract scope of work specifies that performance shall be remote.)*
3. **Workers’ Compensation** insurance as required by the State of California, with **Statutory Limits**, and Employer’s Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease. *(Provision may be waived if Contractor provides written declaration of the following: (a) Contractor has no employees and agrees to obtain workers’ compensation insurance and notify Inyo County if any employee is hired, (b) Contractor agrees to verify proof of coverage for any subcontractor, and (c) Contractor agrees to hold Inyo County harmless and defend Inyo County in the case of claims arising for failure to provide benefits.)*
4. **Professional Liability:** Insurance appropriate to the Contractor’s profession, with limit no less than **\$2,000,000** per occurrence or claim, **2,000,000** aggregate.
5. **Abuse/Molestation Liability:** Sexual assault and misconduct (“SAM”) coverage with limits no less than \$1,000,000 per occurrence, \$2,000,000 aggregate. *(Coverage requirement is waived if contract does not include service to minors or other potentially vulnerable populations. Minors are persons under the age of 18.)*
6. **Cyber Liability:** **\$1,000,000** per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations undertaken by Contractor in this agreement as to maintaining the security of client medical information and/or County financial and/or personnel records. Coverage shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expense. *(Coverage requirement is waived if contractor has no access to client medical information and/or County financial and/or personnel records. Coverage requirement is reinstated if access is granted or acquired.)*

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, Inyo County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to Inyo County.

Attachment C: 2023 Insurance Requirements for Most Professional Services Agreements

OTHER INSURANCE PROVISIONS

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status: Inyo County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used).

Primary Coverage: For any claims related to this contract, the **Contractor's insurance coverage shall be primary and non-contributory** and at least as broad as ISO CG 20 01 04 13 as respects Inyo County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by Inyo County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Umbrella or Excess Policy: The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.

Notice of Cancellation: Each insurance policy required above shall state that coverage shall not be canceled, except with notice to Inyo County.

Waiver of Subrogation: Contractor hereby grants to Inyo County a waiver of any right to subrogation which any insurer of said Contractor may acquire against Inyo County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not Inyo County has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions: Self-insured retentions must be declared to and approved by Inyo County. Inyo County may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Inyo County. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds \$50,000 unless approved in writing by Inyo County. Any and all deductibles and SIRs shall be the sole responsibility of Contractor or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. Inyo County may deduct from any amounts otherwise due Contractor to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named. The policy must also provide that Defense

Attachment C: 2023 Insurance Requirements for Most Professional Services Agreements

costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. Inyo County reserves the right to obtain a copy of any policies and endorsements for verification.

Acceptability of Insurers: Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to Inyo County.

Claims Made Policies: If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

Verification of Coverage: Contractor shall furnish Inyo County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause **and a copy of the Declarations and Endorsement Page of the CGL policy and any Excess policies listing all policy endorsements.** All certificates and endorsements and copies of the Declarations and Endorsements pages are to be received and approved by Inyo County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. Inyo County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. Inyo County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Subcontractors: Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that Inyo County is an additional insured on insurance required from subcontractors.

Duration of Coverage: CGL & Excess liability policies for any construction related work, including, but not limited to, maintenance, service, or repair work, shall continue coverage for a minimum of 5 years for Completed Operations liability coverage. Such Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

Special Risks or Circumstances: Inyo County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

-end-