

**AGREEMENT UNDER RFP 14-0019**

This is an Agreement by and between ComPsych Employee Assistance Programs, Inc., a foreign corporation authorized to do business in the State of Florida, hereinafter referred to as "ComPsych", and Lake County, Florida, a political subdivision of the State of Florida, hereinafter referred to as "Client," for the delivery of a Guidance Resources Program, hereinafter the "Program," to employees of the Client to begin October 1, 2014 ("Commencement Date"). The terms and conditions are as follows:

1. **Term:** Initial term of three (3) years for the delivery of the Program to approximately 1,279 employees of the Client. After the expiration of the initial term (September 30, 2017), the Client shall have the option to renew this Agreement for two (2) additional twelve (12) month periods under the same terms and conditions. Continuation of this Agreement beyond the initial period, and any subsequently exercised option, is a prerogative of the Client, and not a right of ComPsych. The prerogative may be exercised only when such continuation is clearly in the best interest of the Client.
2. **Fees:**
  - (A) Client agrees to pay ComPsych a fee of \$1.22 per employee per month. Client agrees to provide ComPsych with monthly updated employee counts. Fees to be paid by Client to ComPsych shall be adjusted to reflect the updated employee counts. Payment for services is due on a monthly basis beginning on the Commencement Date and thereafter on or before each one (1) month anniversary of the Commencement Date. In the event that any payment due ComPsych hereunder is not received by ComPsych from Client when due, interest may be charged pursuant to Part VII, Chapter 218, Florida Statutes, known as the Florida Prompt Payment Act. ComPsych reserves the right to amend its fees in the event of any changes to Client's benefit plan or in the event of any other program or administrative changes due to state or federal law; provided, however, that ComPsych shall provide sixty (60) days written notice to the Client of such change and allow the Client to terminate this Agreement without penalty if such change is deemed unacceptable to the Client.
  - (B) Pre-approved travel expenses (associated with, for example, training, CISDs, etc.) are billed separately and are due as set forth in Part VII, Chapter 218, Florida Statutes.
  - (C) Client must give ComPsych at least five (5) days advance notice if it wishes to cancel any scheduled training, on-site intervention or other on-site service or else charges will apply.
3. **Exclusivity:** During the term of this Agreement, Client warrants that ComPsych shall be the exclusive provider of the services under this Agreement to all employees of Client and that all such employees shall be covered under this Agreement.
4. **Services:** Services shall include those services described on Schedule I attached hereto and incorporated herein by reference and is a material part of this Agreement. Client agrees that any and all communications disseminated by Client to employees and their family members regarding the Services to be rendered by ComPsych hereunder shall:
  - (a) if written, be subject to ComPsych's prior written approval, which approval shall not be unreasonably withheld;
  - (b) if oral, accurately reflect the terms hereof and comply with such guidelines as may be established, from time to time, by ComPsych. Frequency and method of distribution of promotional communications shall be mutually agreed upon by the parties. Client shall be reimbursed as set forth in Schedule II if ComPsych fails to maintain the Performance Guarantees as listed therein. Schedule II is attached hereto and incorporated herein by reference, and is a material part of this Agreement.
5. **Prevailing Party:** In any litigation or other proceeding by which one party either seeks to enforce its rights under this Agreement, the prevailing party shall be awarded its reasonable attorney fees, and costs and expenses incurred.

6. **Plan Administration:** Client, as the Plan Administrator, shall retain all final authority for benefit eligibility under any and all applicable insurance and claim administration contracts and shall be fully responsible for its compliance with all applicable laws. Client will, at its cost, distribute all notices required by the Health Insurance Portability and Accountability Act (HIPAA).
7. **Force Majeure:** No failure, delay or default in performance of any obligation of ComPsych shall constitute an event of default or breach of the Agreement to the extent that such failure to perform, delay or default arises out of a cause, existing or future, that is beyond the control and without negligence of ComPsych, including, but not limited to: action or inaction of governmental, civil or military authority; fire, strike, lockout or other labor dispute; flood, war; terrorism; riot; theft; earthquake and other natural disaster.
8. **Taxes:** All fees quoted and payable under this Agreement exclude taxes. Client will pay or reimburse ComPsych for all applicable sales, services and other taxes (excluding taxes on ComPsych's net income) that may be levied upon the performance of services under this Agreement.
9. **Notices:** Any notice required hereunder will not be effective, unless in writing, signed by an authorized officer of the party delivering such notice, and sent by certified mail or recognized overnight carrier to the signatories below. Notices shall be delivered to the following:

**COMPSYCH**

455 N. CityFront Plaza Drive  
NBC Tower – 13<sup>th</sup> Floor  
Chicago, Illinois 60611

**CLIENT**

County Manager  
315 West Main Street,  
P.O. Box 7800  
Tavares, Florida 32778

cc: Human Resources  
315 West Main Street  
P.O. Box 7800  
Tavares, Florida 32778

10. **Amendment:** Any changes, additions, or deletions to this Agreement will not be considered binding or agreed to unless the modifications have been initiated or otherwise approved in writing by an authorized representative of the other party.
11. **Facsimile or Scan/Counterparts:** Facsimile or electronically scanned transmission of an executed copy of this Agreement or any amendments hereto shall be accepted as evidence of a party's execution of the Agreement or amendment. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original.
12. **Severability:** If and to the extent any provision of this Agreement is held illegal, invalid or unenforceable in whole or in part under applicable law, such provision or such portion thereof will be ineffective as to the jurisdiction in which it is illegal, invalid or unenforceable to the extent of its illegality, invalidity or unenforceability and will be deemed modified to the extent necessary to conform to applicable law so as to give the maximum effect to the intent of the parties. The illegality, invalidity or unenforceability of such provision in that jurisdiction will not affect the legality, validity or enforceability of such provision or any other provisions of this Agreement in any other jurisdiction.
13. **Governing Law:** This Agreement shall be interpreted under and governed by the laws of the State of Florida, without regard to its conflict of laws rules.
14. **Clause Headings:** The clause headings appearing in this Agreement have been inserted for the purpose of convenience and ready reference. They do not purport to, and shall not be deemed to, define, limit or extend the scope or intent of the clauses to which they appertain.
15. **Entire Agreement:** This Agreement, together with the Schedules attached hereto, shall constitute the entire Agreement by and between the parties with respect to the subject matter hereof. The request for proposal ("RFP") provided by Client and response to the proposal ("Proposal") provided by ComPsych are hereby incorporated into this Agreement as Schedule III, except as provided for as follows:

- (A) Public Records. Section 1.16 of the RFP shall be amended in its entirety to state the following: If, when, and to the extent during its activities under this Agreement, a court determines that ComPsych is a "contractor" for purposes of Section 119.0701, Florida Statutes, ComPsych shall comply with all of the Florida public records' law. Any other provision contained within the RFP shall be superseded by this provision. Additionally, Section 3.30 of the General Terms and Conditions of the RFP shall be deleted in its entirety.
- (B) Section 3.17 of the General Terms and Conditions of the RFP shall be deleted in its entirety.
- (C) Section 3.29 of the General Terms and Conditions of the RFP shall be amended to state that the Contractor shall provide access to its records which pertain directly to this Agreement. The remainder of the paragraph shall stay the same.
- (D) Financial Stability. Section 1.141 Tab D. of the RFP shall be amended in its entirety to state the following: ComPsych's CFO shall provide to Client a third party financial auditor's unmodified opinion letter to verify ComPsych's financial stability.

To the extent there is a conflict between Schedule III and this Agreement, this Agreement will control. To the extent there are conflicts between the RFP and the Proposal contained within Schedule III, the provision most beneficial to the Client shall control. There are no promises, terms, conditions, or obligations other than those contained herein and, this Agreement shall supersede all prior and contemporaneous communications, representations or agreements, either verbal or written, by and between the parties hereto, all of which are merged herein.

**COMPSYCH**



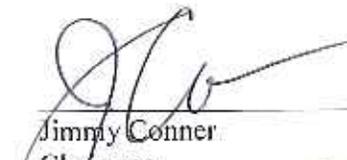
\_\_\_\_\_  
 Dr. Richard A. Chaifetz  
 Chairman and CEO

**ATTEST:**

**COUNTY**



\_\_\_\_\_  
 Neil Kelly, Clerk of the  
 Board of County Commissioners  
 of Lake County, Florida



\_\_\_\_\_  
 Jimmy Conner  
 Chairman  
 This 12<sup>th</sup> day of June, 2014.

Approved as to form and legality:



\_\_\_\_\_  
 Sanford A. Minkoff  
 County Attorney

**SCHEDULE I  
GUIDANCE RESOURCES<sup>®</sup>  
COVERED SERVICES**

- **Account Management:** Client will be assigned an account manager who will serve as the contact person and provide Client with reports and feedback on the program and attend quarterly administrative meetings (either in-person or via telephone).
  
- **Program Promotion:** Provide Client with up to fifteen (15) hours of a combination of the following types of customary training/promotional services per contract year, travel included at no additional cost to the County; 1) employee/supervisor orientation sessions (in-person or via Webinar), and 2) personal development workshops. Each training session will be a minimum of thirty (30) minutes in length and same-day training sessions must run consecutively, unless otherwise mutually agreed upon. Training must be scheduled thirty days in advance. ComPsych will also provide customary promotional materials announcing and explaining the program to Client employees, and participate in annual open enrollment benefits and employee health screens.
  
- **Assessment, Counseling and Referral:** Assess the presenting problem of each participant requesting services and provide a maximum of six (6) sessions (in person or via telephone) per presenting problem if such problem is determined by ComPsych to be resolvable within the above number of sessions. If the participant's presenting problem is determined not to be resolvable in the above number of sessions, the participant will be referred for alternative services after assessment.
  
- **Crisis Intervention/Critical Incident Debriefing:** ComPsych will provide unlimited crisis intervention and critical incident debriefing as and when determined necessary by Client. The date and time of the on-site intervention shall be mutually agreed upon by Client and ComPsych.
  
- **Supervisor Consultation:** ComPsych professionals are available to provide technical support and policy-based information to supervisors and managers of Client.
  
- **Management Report:** ComPsych will prepare and provide to Client customary statistical management reports, without disclosure of the identity of any Participant utilizing the program services.
  
- **Service Access:** Toll free telephone line access to guidance coordinators.
  
- **LegalConnect<sup>®</sup>:** Provide Client employees and their family members with telephonic legal information and local referral upon request. If a local referral is requested, the employee or their family member shall be entitled to a free thirty minute consultation and thereafter a twenty-five percent (25%) reduction in the attorney's customary rates. However, ComPsych does not guarantee the availability of discounted fees in certain rural areas. The decision as to whether or not to utilize a resource identified by ComPsych shall rest solely with the Participant who has the sole and independent obligation to decide whether or not to retain such resource. ComPsych does not assume any liability with regard to the services performed by any resource.
  
- **FinancialConnect<sup>®</sup>:** Provide Client employees and their family members with telephonic financial information regarding their personal finances and related issues.

- **FamilySource®:** Provide Client employees and their family members with child and/or elder care resources in the Participant's community. In addition, provide information on automobile purchases, relocation, pet services, apartment shopping, and mortgages. ComPsych does not control and is not responsible for the quality of services rendered by resources nor does ComPsych review or monitor their activities. A referral by ComPsych to a resource is not a recommendation, approval or representation by ComPsych regarding the standards, quality, competence or adequacy of such resource or its agents and employees or its facilities. The decision as to whether or not to utilize a resource identified by ComPsych shall rest solely with the Participant who has the sole and independent obligation to decide whether or not to contract with or otherwise retain or employ such resource. ComPsych does not assume any liability with regard to the services performed by any resource. FamilySource services are defined as individual employee/family member requests that are completed by providing information and, if applicable, local referrals based on a Participant's specific criteria. Any requests by Client for information to be used as a company "directory" or "guide," such as multi-state, multi-county, or multi-zip code searches, are outside the scope of FamilySource services and development of such directories or guides will be billed at a rate of \$125/hour.
  
- **GuidanceResources Online®:** Online (via [www.guidanceresources.com](http://www.guidanceresources.com)) information, resources, tools and other features on topics such as health & wellness, law & regulations, family & relationships, work & education, money & investments, consumer & leisure and home & auto.

**SCHEDULE II  
PERFORMANCE GUARANTEES**

Performance guarantees will be measured annually for determination of whether a penalty amount will be credited, not to exceed a seven percent (7%) credit of administrative fees paid by Client during the most recent completed contract year. Reconciliation of performance guarantees shall occur within sixty (60) days after the end of each contract year.

CATEGORY	MEASUREMENT	PENALTY (as a % of Fees)
Average Speed of Answer	Calls to intake answered within an average of 20 seconds or less	1%
Utilization Reports	Quarterly, within 30 days after the end of each quarter	1%
Call Abandonment	3% or less of calls to intake	1%
Employee Satisfaction	95% of all Client participants responding to a satisfaction survey will report satisfaction with services received. A minimum of 50 responses required for this category to apply.	1%
Account Management	Organization will maintain experience, dedicated account service contacts to provide timely service to Client Human Resources personnel	1%
Provider Network	Involuntary provider turnover less than 3% annually	1%
Appointment Wait Time		1%
<ul style="list-style-type: none"> <li>1. Life threatening emergencies</li> <li>2. Urgent</li> <li>3. Non-urgent</li> </ul>	<ul style="list-style-type: none"> <li>1. The average length of time within which a member is offered an appointment with a network provider for a life threatening emergency situation is immediately.</li> <li>2. The average length of time within which a member is offered an appointment with a network provider for an urgent situation is within of 48 hours.</li> <li>3. The average length of time within which a member is offered an appointment with a network provider for a non-urgent situation is within three (3) business days.</li> </ul>	

**SCHEDULE III  
RFP AND PROPOSAL**



**LAKE COUNTY**  
FLORIDA

**REQUEST FOR PROPOSAL (RFP)  
EMPLOYEE ASSISTANCE PROGRAM (EAP) SERVICES**

RFP Number: 14-0019 Contracting Officer: Susan Dugan  
 Proposal Due Date: 4/2/2014 Pre-Proposal Conference Date: None  
 Proposal Due Time: 3:00 p.m. RFP Issue Date: 3/10/2014

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SPECIFIC SOLICITATION REQUIREMENTS ARE AS NOTED BELOW:	
Proposal and/or Performance Bond:	Not Applicable
Certificate of Competency/License:	Section 3.19 and Section 2
Indemnification/Insurance:	Section 3.23/Section 1.8
Pre-Proposal Conference/Walk-Thru:	Not applicable

**At the date and time specified above, all proposals that have been received in a timely manner will be opened, recorded, and accepted for consideration.** The names of the vendors submitting proposals will be read aloud and recorded. The proposals will be available for inspection during normal business hours in the Office of Procurement Services thirty (30) calendar days after the proposal due date. A separate contractual document will be signed by the County and the awarded firm.

**NO-RESPONSE REPLY**

If any vendor does not want to respond to this solicitation at this time, or, would like to be removed from Lake County's Vendor List, please mark the appropriate space, complete name below and return this page only.

- Not interested at this time; keep our firm on Lake County's Vendors List for future solicitations for this product / service
- Please remove our firm from Lake County's Vendor's List for this product / service.

**VENDOR IDENTIFICATION**

Company Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_  
 E-mail Address: \_\_\_\_\_ Contact Person: \_\_\_\_\_

**Section 1.1: Purpose**

The purpose of this solicitation is to retain a qualified firm to provide Employee Assistance Program (EAP) services in conjunction with the County's needs.

It is the County's intent to award one (1) contract that will provide EAP services to employees in positions scheduled to work at least thirty (30) hours per week and their dependents.

**Section 1.1.1: Overview**

Lake County is a public sector employer located between Orlando and Ocala, Florida, at 315 West Main Street, Tavares, FL 32778. The County's Benefits Program consists of approximately 1,279 employees from the agencies listed below. The estimated number of lives, including dependents is approximately 2,728.

The following table represents the County and its agencies and estimated eligible employees.

<b>Agency Name</b>	<b>Est. Eligible Employees</b>
Board of County Commissioners	719
Property Appraiser	39
Water Authority	15
Lake-Sumter Metropolitan Planning Organization	7
Supervisor of Elections	13
Lake EMS	197
Tax Collector	77
Clerk of Courts	212

The EAP program is 100% employer funded.

**Section 1.1.2: Tentative Timeline**

<b>Event</b>	<b>Deadline</b>
RFP submitted to vendors	3/10/2014
Deadline for RFP Responses	4/2/2014
Contract to BCC for Award	5/20/2014
Plan Effective Date	10/1/2014

**Section 1.2: Designated Procurement Representative**

Questions concerning any portion of this solicitation shall be directed in writing [fax and e-mail accepted] to the below named individual who shall be the official point of contact for this solicitation. To ensure reply, questions should be submitted no later than five (5) working days before the proposal due date.

Susan Dugan, Senior Contracting Officer  
Lake County BCC  
Office of Procurement Services  
315 W. Main Street, Room 441  
PO BOX 7800  
Tavares, FL 32778-7800

Phone : 352.343.9839 Fax : 352.343.9473  
E-mail: sdugan@lakecountyfl.gov

No answers given in response to questions submitted shall be binding upon this solicitation unless released in writing as an addendum to the solicitation by the Lake County Office of Procurement Services.

**Section 1.3: Method of Award – Considering Qualifications and Pricing**

Award will be made to the vendor who submits the overall proposal that is judged to provide the best value to the County. The County is committed to offering benefit programs that promote cost effective and flexible services. Proposals will be evaluated based upon the following criteria:

1. Net Cost Considerations – Competitive Program costs;
2. Benefit Provisions – Ability to provide the requested benefit plan designs;
3. Administrative Services including simplicity of administration, reporting capabilities, flexibility and accessibility in working with the client, and electronic capabilities;
4. Reports from direct and indirect references;
5. Responsiveness and completeness of the written proposal to these instructions with regard to the Scope of Services and qualifications of the firm; and
6. Other relevant criteria.

**Section 1.4: Pre-Proposal Conference**

Not applicable

**Section 1.5: Term of Contract - Upon Delivery**

This contract shall be effective starting October 1, 2014 and remain in effect for thirty-six (36) months. The contract prices resultant from this solicitation shall prevail for the full duration of the initial contract term.

**Section 1.6: Option to Renew**

Prior to, or upon completion, of the initial term of this contract, the County shall have the option to renew this contract for two (2) additional twelve (12) month periods under the same terms and conditions. Continuation of the contract beyond the initial period, and any option subsequently exercised, is a County prerogative, and not a right of the vendor. This prerogative may be exercised only when such continuation is clearly in the best interest of the County.

**Section 1.7: Method of Payment - Monthly Invoices**

The County will provide, at the commencement of the Initial Term or Subsequent Term, the number of employees designated as eligible to receive services under the contract. County will update and provide such information to the awarded vendor on a monthly basis. The awarded vendor shall submit monthly invoices by the tenth (10th) calendar day of each month. These invoices shall be submitted to the County Human Resources Department, attention Nadine Ohlinger. The invoices shall reflect the type of service provided.

All invoices shall contain the contract and/or purchase order number, date and location of delivery or service, and confirmation of acceptance of the goods or services by the appropriate County representative. Failure to submit invoices in the prescribed manner will delay payment, and the vendor may be considered in default of contract and its contract may be terminated. Payments shall be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes.

**Section 1.8: Insurance**

Each vendor shall include in its solicitation response package proof of insurance capabilities, including but not limited to, the following requirements: [This does not mean that the vendor must have the coverage prior to submittal, but, that the coverage must be in effect prior to a purchase order or contract being executed by the County.]

An original certificate of insurance, indicating that the awarded vendor has coverage in accordance with the requirements of this section, shall be furnished by the vendor to the Contracting Officer within five (5) working days of such request and must be received and accepted by the County prior to contract execution and/or before any work begins.

The vendor shall provide and maintain at all times during the term of any contract, without cost or expense to the County, policies of insurance, with a company or companies authorized to do

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business in the State of Florida, and which are acceptable to the County, insuring the vendor against any and all claims, demands or causes of action whatsoever, for injuries received or damage to property relating to the performance of duties, services and/or obligations of the vendor under the terms and provisions of the contract. The vendor is responsible for timely provision of certificate(s) of insurance to the County at the certificate holder address evidencing conformance with the contract requirements at all times throughout the term of the contract.

Such policies of insurance, and confirming certificates of insurance, shall insure the vendor is in accordance with the following minimum limits:

General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	\$500,000
Products-Completed Operations	\$500,000
Personal & Adv. Injury	\$500,000
Fire Damage	\$50,000
Medical Expense	\$5,000
Contractual Liability	Included

Automobile liability insurance, including owned, non-owned, and hired autos with the following minimum limits and coverage:

Combined Single Limit	\$300,000
or	
Bodily Injury (per person)	\$100,000
Bodily Injury (per accident)	\$300,000
Property Damage	\$100,000

Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and/or any other applicable law requiring workers' compensation (Federal, maritime, etc). If not required by law to maintain workers compensation insurance, the vendor must provide a notarized statement that if he or she is injured; he or she will not hold the County responsible for any payment or compensation.

Employers Liability insurance with the following minimum limits and coverage:

Each Accident	\$100,000
Disease-Each Employee	\$100,000
Disease-Policy Limit	\$500,000

Professional liability and/or specialty insurance (medical malpractice, engineers, architect, consultant, environmental, pollution, errors and omissions, etc.) as applicable, with minimum limits of \$500,000 and annual aggregate of \$1,000,000.

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The following additional coverage must be provided if a dollar value is inserted below:

Loss of Use at coverage value:	\$ _____
Garage Keepers Liability at coverage value:	\$ _____

Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, shall be named as additional insured as their interest may appear on all applicable liability insurance policies.

The certificate(s) of insurance shall provide for a minimum of thirty (30) days prior written notice to the County of any change, cancellation, or nonrenewal of the provided insurance. It is the vendor's specific responsibility to ensure that any such notice is provided within the stated timeframe to the certificate holder.

If it is not possible for the Vendor to certify compliance, on the certificate of insurance, with all of the above requirements, then the Vendor is required to provide a copy of the actual policy endorsement(s) providing the required coverage and notification provisions.

Certificate(s) of insurance shall identify the applicable solicitation (ITB/RFP/RFQ) number in the Description of Operations section of the Certificate.

Certificate holder shall be:

LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF  
 FLORIDA, AND THE BOARD OF COUNTY COMMISSIONERS.  
 P.O. BOX 7800  
 TAVARES, FL 32778-7800

Certificates of insurance shall evidence a waiver of subrogation in favor of the County, that coverage shall be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium payment by the County.

The Vendor shall be responsible for subcontractors and their insurance. Subcontractors are to provide certificates of insurance to the prime vendor evidencing coverage and terms in accordance with the Vendor's requirements.

All self-insured retentions shall appear on the certificate(s) and shall be subject to approval by the County. At the option of the County, the insurer shall reduce or eliminate such self-insured retentions or the vendor or subcontractor shall be required to procure a bond guaranteeing payment of losses and related claims expenses.

The County shall be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention shall be the sole responsibility of the vendor and/or sub contractor providing such insurance.

Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of the contract for default.

Neither approval by the County of any insurance supplied by the vendor or Subcontractor(s), nor a failure to disapprove that insurance, shall relieve the vendor or Subcontractor(s) of full responsibility for liability, damages, and accidents as set forth herein.

**Section 1.9: Bonds**

Not applicable

**Section 1.10: Delivery**

Not Applicable

**Section 1.11: Acceptance of Services**

The services rendered as a result of an award from this solicitation shall not be deemed complete, until accepted by the County and shall be in compliance with the terms herein, fully in accord with the specifications and of the highest quality. In the event that the service does not conform to the specifications, the County reserves the right to terminate the contract and will not be responsible to pay for any such service.

**Section 1.12: Warranty**

Not applicable

**Section 1.13 Delivery of Solicitation Response**

Unless a package is delivered by the vendor in person, all incoming mail from the U.S. Postal Service and any package delivered by a third party delivery organization (FedEx, UPS, DHL, private courier, etc.) will be opened for security and contamination inspection by the Lake County Clerk of the Circuit Court Mail Receiving Center in an off-site secure controlled facility prior to delivery to any Lake County Government facility, which includes the Lake County Office of Procurement Services.

To be considered for award, a bid or proposal must be received and accepted in the Office of Procurement Services prior to the date and time established within the solicitation. A response will not be considered for award if received in the Office of Procurement Services after the official due date and time regardless of when or how it was received by the Lake County Clerk

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of Court Mail Receiving Center. Allow sufficient time for transportation and inspection.

Each package shall be clearly marked with the applicable solicitation number, title, and company name. Ensure that your bid or proposal is securely sealed in an opaque envelope/ package to provide confidentiality of the bid or proposal prior to the due date for the solicitation.

If you plan on submitting your bid or proposal **IN PERSON**, please bring it to:

LAKE COUNTY PROCUREMENT SERVICES  
315 W. MAIN STREET  
4TH FLOOR, ROOM 441  
TAVARES, FLORIDA

If you submit your bid or proposal by the **UNITED STATES POSTAL SERVICE, (USPS)** please mail it to:

LAKE COUNTY PROCUREMENT SERVICES  
PO BOX 7800  
TAVARES, FL 32778-7800

If you submit your bid or proposal by a **THIRD PARTY CARRIER** such as FedEx, UPS, or a private courier, please send it to:

LAKE COUNTY PROCUREMENT SERVICES  
MAIL RECEIVING CENTER  
32400 COUNTY ROAD 473  
LEESBURG, FL 34788

Facsimile (fax) or electronic submissions (e-mail) will not be accepted.

### **Section 1.14: Completion Requirements for RFP**

Proposals submitted by the vendor shall be sealed and delivered to the Office of Procurement Services no later than the official proposal due date and time. Any proposal received after this time will not be considered and will be returned unopened to the submitter. The County is not liable or responsible for any costs incurred by any vendor in responding to this RFP including, without limitation, costs for product and/or service demonstrations if requested. When you submit your proposal, you are making a binding offer to the County.

To facilitate analysis of its proposal, the proposer shall prepare its proposal in accordance with the instructions outlined in this section. If the proposal deviates from these instructions, such proposal may, in the County's sole discretion, be rejected.

**Section 1.14.1 Proposal Submittal**

The following items shall be submitted as outlined above:

- One (1) original paper response marked “Original”;
- Eight (8) paper copies of the response each marked “Copy”;
- Three (3) CDs each containing the completed Electronic Excel File named Questionnaire along with its completed sheets named Explanation, Network Comparison, Rate Quote, Performance Guarantees, Census, and Officer Certification.

Paper proposals shall be assembled and submitted in the following format:

**Tab A. RFP Document**

The complete RFP Document with the vendor identification information on the cover page and Section 4, Certifications/Signature Pages.

**Tab B. Electronic Excel File (printed out)**

A completed copy of the Excel file named Questionnaire including its tabs (Explanation, Network Comparison, Rate Quote, Performance Guarantees, Census, and Officer Certification) and any other items that are requested from the worksheets; including but not limited to sample contract, sample communications, sample reporting package and grievance and appeals policy.

**Tab C. Proof of Insurance**

Provide either a completed Accord form or a signed letter from your insurance agency on its letterhead stating that you have or can get the required insurance coverage.

**Tab D. Financial Stability.**

Each proposer shall certify and provide a statement that it is financially stable and have the necessary resources, human and financial, to provide the services at the level required by County. Each proposer shall be prepared to supply a financial statement upon request. If a subcontractor or joint venture arrangement is being proposed, provide similar information for those participants in the proposal. Provide clear and succinct information that will provide insight to the County about the financial qualifications, fitness and stability of the proposer.

Tab E. Unless you note to the contrary within this proposal section, the County will assume that your proposal conforms to our specifications in every way.

**Section 1.15: Key Contractor Personnel**

In submitting a proposal, the Proposer is representing that each person listed or referenced in the proposal shall be available to perform the services described for the Lake County Board of County Commissioners, barring illness, accident, or other unforeseeable events of a similar nature in which case the Proposer must be able to promptly provide a qualified replacement. In the event the Proposer wishes to substitute personnel, the Proposer shall propose a person with equal or higher qualifications and each replacement person is subject to prior written County approval. In the event the requested substitute person is not satisfactory to the County and the matter cannot be resolved to the satisfaction of the County, the County reserves the right to cancel the contract for cause.

### **Section 1.16 Public Records/ Copyrights**

All electronic files, audio and/or video recordings, and all papers pertaining to any activity performed by the contractor for or on behalf of the County shall be the property of the County and will be turned over to the County upon request. In accordance with Chapter 119, Florida Statutes, each file and all papers pertaining to any activities performed for or on behalf of the County are public records available for inspection by any person even if the file or paper resides in the contractor's office or facility. The vendor shall maintain the files and papers for not less than five (5) complete calendar years after the project has been completed or terminated, or in accordance with any grant requirements, whichever is longer. Prior to the close out of the contract, the contractor shall appoint a records custodian to handle any records request and provide the custodian's name and telephone number(s) to the Contracting Officer.

If, when, and to the extent during its activities under any agreement arising from this solicitation, a court determines that the vendor is a "contractor" for purposes of Section 119.0701, Florida Statutes, the vendor shall comply with all of the Florida public records' laws.

Any copyright derived from any agreement derived from this solicitation shall belong to the author. The author and the contractor shall expressly assign to the County nonexclusive, royalty free rights to use any and all information provided by the contractor in any deliverable and/or report for the County's use which may include publishing in County documents and distribution as the County deems to be in the County's best interests. If anything included in any deliverable limits the rights of the County to use the information, the deliverable shall be considered defective and not acceptable and the contractor will not be eligible for any compensation.

**Section 2. Scope of Services**

Provide confidential and professional EAP services to benefits-eligible employees and their dependents with up to six (6) in-person sessions per issue for assessment, referral and short term counseling and up to three (3) fifty (50) minute telephonic Life Coaching sessions per issue.

**Section 2.1 Minimum Performance Requirements Required by this Request.**

- A. Provide EAP services that provide the following counseling and referral services:
- a. Face to face counseling for, but not limited to:
    - i. Marital and Family Relationships
    - ii. Stress Management
    - iii. Alcohol and Drug Issues
    - iv. Work-related Concerns
    - v. Depression and Anxiety
    - vi. Bereavement
    - vii. Work/Life Balance assistance
  - b. Life Coaching Services for, but not limited to:
    - i. Stress Management and Balance
    - ii. Spirituality and Personal Growth
    - iii. Career Planning and Developments
    - iv. Motivation and Time Management
    - v. Finances and Budgeting
    - vi. Legal Services
- B. Provide member tools and online services for obtaining EAP clinical and non-clinical information.
- C. Provide EAP telephonic customer service and urgent / crisis response counseling functions, which shall be available twenty-four (24) hours, seven (7) days a week and non-urgent visit within three (3) business days.
- D. Provide assistance to members in scheduling counseling sessions. The proposed process shall be timely, based on the member's level of care needed and provider services requested.
- E. Provide referrals that integrate with behavioral health benefits offered through the County's health plan.
- F. Record and maintain information regarding service-related or other complaints reported by covered participants.

- G. Provide the County with communication materials during the year to educate members and bring awareness to the EAP and Work Life services available.
- H. Provide an assigned account manager who shall be available to meet on a quarterly basis with the County and its administrative staff, or more frequently as deemed necessary by the County.
- I. Provide quarterly reports that include the following:
  - a. Employee satisfaction
  - b. Provider network retention
    - Quarterly and year-to-date services by assistance category to include breakdown by unique individual, number of EAP sessions utilized, work life utilization, online uses, services by provider (group, 1 to 1, telephonic), times from initial call to actual scheduled session, and results of additional services provided
- J. Provide an annual training session for all County supervisory personnel.
- K. Provide a minimum of eight (8) hours of onsite EAP seminars for County employees annually.
- L. Participate and attend the County's Annual Benefits Open Enrollment sessions and Employee Health Screenings. Typically there is an average of five (5) Open Enrollment/Employee Health Screening sessions scheduled.
- M. Provide licensed, professional EAP counselors of varying degrees of professional licensing (e.g., certified psychologist, family and marriage counselors) and experience in providing EAP services.
- N. Provide comprehensive EAP National and Statewide provider networks.
- O. Provide access to quality licensed providers throughout the geographic boundaries of Lake County, and surrounding counties with high provider retention. Surrounding counties are comprised of Sumter, Marion, Volusia, Seminole, Orange, Osceola, and Polk Counties.
- P. Include the ability for self-referral and supervisor referrals.
- Q. Provide consultation to Supervisors to assist them in resolving workplace issues and in making necessary referrals.
- R. Include Fitness for Duty exams for employees, if necessary.
- S. Include Substance Abuse Professional (SAP) services following DOT and Florida Drug-Free regulations.

- T. Provide on-site intervention incidents (e.g., Critical Incident Stress Debriefing or Emotional Incidence Stress Debriefing).

**Section 2.1.1 Costs**

- A. Program rates shall include the services outlined in the scope of services.
- B. Program rates shall be guaranteed for a minimum of three (3 years)
- C. Program rates shall include claims administration for incurred but not reported run out visit charges following termination of the contract.
- D. Proposers shall provide Performance Guarantees in the following areas:
  - 1. Provider Network
  - 2. Customer Service
  - 3. Reporting
  - 4. Account Management and
  - 5. Employee Satisfaction
- E. The Proposer shall verify eligibility for EAP services and Provide services to Eligible Employees and their dependents.
- F. The Proposer is responsible for all costs of producing, printing, and mailing/distributing adequate quantities of posters, brochures and flyers as designated by the County. The format and content of all materials used must be satisfactory to the County.

**3.1 DEFINITIONS**

**Addenda:** A written change to a solicitation.

**Contract:** The agreement to perform the services set forth in this document signed by both parties with any addenda and other attachments specifically incorporated.

**Contractor:** The vendor to whom award has been made.

**County:** Shall refer to Lake County, Florida.

**Modification:** A written change to a contract.

**Proposal:** Shall refer to any offer(s) submitted in response to a Request for Proposal.

**Proposer:** Shall refer to anyone submitting an offer in response to a Request for Proposal.

**Request for Proposal (RFP):** Shall mean this solicitation documentation, including any and all addenda. An RFP involves evaluation of proposals, and award may be made on a best value basis with price, technical, and other factors considered.

**Solicitation:** The written document requesting either bids or proposals from the marketplace.

**Vendor:** a general reference to any entity responding to this solicitation or performing under any resulting contract.

The County has established for purposes of this Request for Proposal (RFP) that the words "shall", "must", or "will" indicate an essential requirement or condition which may not be waived.

**3.2 INSTRUCTIONS TO PROPOSERS****A. Proposer Qualification**

It is the policy of the County to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of work specified in the solicitation are encouraged to submit proposals. Vendors may enroll with the County to be included on a mailing list for selected categories of goods and services. To be recommended for award the County requires that vendors provide evidence of compliance with the requirements below upon request:

1. Disclosure of Employment
2. Disclosure of Ownership.
3. Drug-Free Workplace.
4. W-9 and 8109 Forms – The vendor must furnish these forms as required by the Internal Revenue Service.
5. Social Security Number – The vendor must provide a copy of the primary owner's social security card if the social security number is being used in lieu of the Federal Identification Number (F.E.I.N.)
6. Americans with Disabilities Act (A.D.A.)
7. Conflict of Interest
8. Debarment Disclosure Affidavit.
9. Nondiscrimination
10. Family Leave
11. Antitrust Laws – By acceptance of any contract, the vendor agrees to comply with all applicable antitrust laws.

**B. Public Entity Crimes**

Pursuant to Section 287.133(2)(a) of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

**C. Request for Additional Information**

Any communication or inquiries, except for clarification of process or procedure already contained in the solicitation, are to be made in writing to the attention of the procurement representative identified in the solicitation no later than five (5) working days prior to the proposal due date. Such inquiries or request for information shall be submitted to the procurement representative in writing and shall contain the requester's name, address, and telephone number. The Procurement Services office may issue an addendum in response to any inquiry received, which changes or clarifies the terms,

provisions, or requirements of the solicitation. The proposer should not rely on any representations, statement or explanation whether written or verbal, other than those made in this solicitation document or in any addenda issued. Where there appears to be a conflict between this solicitation and any addenda, the last addendum issued shall prevail. It is the proposer's responsibility to ensure receipt of all addenda and any accompanying documentation. Failure to acknowledge each addendum may prevent the proposal from being considered for award.

**D. Contents of Solicitation and Proposers' Responsibilities**

The proposer shall become thoroughly familiar with the requirements, terms, and conditions of this solicitation. Pleas of ignorance of these matters by the proposer of conditions that exist or may exist will not be accepted as a basis for varying the requirements of the County, or the compensation to be paid.

**E. Restricted Discussions**

From the date of issuance of this solicitation until final County action, vendors should not discuss the solicitation or any part thereof with any employee, agent, or any other representative of the County except as expressly authorized by the designated procurement representative. The only communications that shall be considered pertinent to this solicitation are appropriately signed written documents from the vendor to the designated procurement representative and any relevant written document promulgated by the designated procurement representative.

**F. Change or Withdrawal of Proposals**

1. **Changes to Proposal:** Prior to the scheduled due date, a proposer may change its proposal by submitting a new proposal specified in the solicitation with a letter on the firm's letterhead, signed by an authorized agent stating that the new submittal replaces the original submittal. The new submittal shall contain the letter and all information as required for submitting the original proposal.

2. **Withdrawal of Proposal –** A proposal shall be irrevocable unless the proposal is withdrawn as provided herein. A proposal may be withdrawn, either physically or by written notice, at any time prior to the proposal due date. If withdrawal by written notice, that notice must be addressed to, and received by, the designated procurement representative prior to the designated receipt date and time. A proposal may also be withdrawn after expiration of the designated acceptance period, and prior to award, by submitting a letter to the designated procurement representative. The letter must be on company letterhead and signed by an authorized agent of the proposer.

**G. Conflicts within the Solicitation**

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Pricing Section, or any addendum issued, the order of precedence shall be: the last addendum issued, the Proposal Price Section, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions. It is incumbent upon the vendor to identify such conflicts to the designated procurement representative prior to the proposal due date.

**H. Prompt Payment Terms**

It is the policy of the County that payment for all purchases by County agencies shall be made in a timely manner and that interest payments will be made on late payments in accordance with Part VII, Chapter 218, Florida Statutes, known as the Florida Prompt Payment Act. The proposer may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during proposal evaluation.

**3.3 PREPARATION OF PROPOSALS**

A. The Pricing Section of this solicitation defines requirements of items to be purchased, and must be completed and submitted with the proposal. Use of any other form or alteration of the form may result in rejection of the proposal.

B. The proposal submitted must be legible. Bidders shall use typewriter, computer or ink. All changes must be crossed out and initialed in ink. Failure to comply with these requirements may cause the bid to be rejected.

C. An authorized agent of the proposer's firm must sign the proposal. **FAILURE TO SIGN THE PROPOSAL MAY**

**BE CAUSE TO REJECT THE PROPOSAL.**

- D. The proposer may submit alternate proposal(s) for the same solicitation provided that such offer is allowable under the terms and conditions. The alternate proposal must meet or exceed the minimum requirements and be submitted as a separate proposal marked "Alternate Proposal".
- E. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail.
- F. Any proposal received after the designated receipt date through no fault or error of the County will be considered late, and, except under the most exceptional circumstances, may not be considered for award.

**3.4 COLLUSION**

Where two (2) or more related parties, as defined herein, each submit a proposal for the same contract, such proposals shall be presumed to be collusive. Related parties shall mean proposer or the principals thereof which have a direct or indirect ownership interest in another proposer for the same contract or in which a parent company or the principals thereof of one proposer have a direct or indirect ownership interest in another proposer for the same contract. Furthermore, any prior understanding, agreement, or connection between two (2) or more corporations, firms, or persons submitting a proposal for the same materials, supplies, services, or equipment shall also be presumed to be collusive. Proposals found to be collusive shall be rejected. Proposers which have been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred. Any contract resulting from collusive bidding may be terminated for default.

**3.5 PROHIBITION AGAINST CONTINGENT FEES**

The vendor warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the vendor to solicit or secure the contract and that they have not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the vendor, any consideration contingent upon or resulting from the award or making of the contract.

**3.6 CONTRACTING WITH COUNTY EMPLOYEES**

Any County employee or member of his or her immediate family seeking to contract with the County shall seek a conflict of interest opinion from the County Attorney prior to submittal of a response to contract with the County. The affected employee shall disclose the employee's assigned function within the County and interest or the interest of his or her immediate family in the proposed contract and the nature of the intended contract.

**3.7 INCURRED EXPENSES**

This RFP does not commit the County to make an award nor shall the County be responsible for any cost or expense which may be incurred by any proposer in preparing and submitting a proposal, or any cost or expense incurred by any proposer prior to the execution of a purchase order or contract.

**3.8 COUNTY IS TAX-EXEMPT**

When purchasing on a direct basis, the County is generally exempt from Federal Excise Taxes and all State of Florida sales and use taxes. The County will provide an exemption certificate upon request by the seller for such purchases. Except for item(s) specifically identified by the vendor and accepted by the County for direct County purchase under the Sales Tax Recovery Program, Contractors doing business with the County are not exempt from paying sales tax to their suppliers for materials in fulfillment contractual obligations with the County, nor shall any contracts be authorized to use any of the County's Tax Exemptions in securing such materials.

**3.9 PROPRIETARY/CONFIDENTIAL INFORMATION**

Proposers are hereby notified that all information submitted as part of a proposal will be available for public inspection in compliance with Chapter 119 of the Florida Statutes (the "Public Record Act"). The proposer should not submit any information in response to this RFP which the proposer considers proprietary or confidential. The submission of any information to the County in connection with this solicitation shall be deemed conclusively to be a waiver from release of the submitted information unless such information is

exempt or confidential under the Public Records Act.

**3.10 CANCELLATION OF SOLICITATION**

The County reserves the right to cancel, in whole or in part, any solicitation when doing so reflects the best interest of the County.

**3.11 AWARD**

- A. The contract resulting from this solicitation may be awarded to the responsible proposer which submits a proposal determined to provide the best value to the County with price, technical, and other applicable factors considered. The County reserves the right to reject any and all proposals, to waive irregularities or technicalities and to re-advertise for all or any part of this solicitation as deemed in its best interest. The County shall be the sole judge of its best interest.
- B. When there are multiple line items in a solicitation, the County reserves the right to award on an individual item basis, any combination of items, total low bid or in whichever manner deemed in the best interest of the County. This provision specifically supersedes any method of award criteria stated in the solicitation when such action is clearly necessary to protect the best interests of the County.
- C. The County reserves the right to reject any and all proposals if it is determined that prices are excessive or determined to be unreasonable, or it is otherwise determined to be in the County's best interest to do so.
- D. Award of this solicitation will only be made to firms that satisfy all necessary legal requirements to do business with the County. The County may conduct a pre-award inspection of the proposer's site or hold a pre-award qualification hearing to determine if the proposer is capable of performing the requirements of this solicitation.
- E. The proposer's performance as a prime contractor or subcontractor on previous County contracts shall be taken into account in evaluating the responsibility of a proposer that submitted a proposal under this solicitation.
- F. Any tie situations will be resolved in consonance with current written procedure in that regard.
- G. Award of the contract resulting from this solicitation may be predicated on compliance with and submittal of all required documents as stipulated in the solicitation.
- H. A vendor wishing to protest any award decision resulting from this solicitation shall do so as set forth in the County's Purchasing Procedure Manual.

**3.12 GENERAL CONTRACT CONDITIONS**

The contract shall be binding upon and shall inure to the benefit of each of the parties and of their respective successors and permitted assigns. The contract may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties hereto. The failure of any party hereto at any time to enforce any of the provisions of the contract will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce, each and every provision of the contract. Any dispute arising during the course of contract performance that is not readily resolved by coordination between the vendor and the County user department shall be referred to Procurement Services office for resolution.

**3.13 OTHER AGENCIES**

With the consent of the vendor, other agencies may make purchases in accordance with the contract. Such purchases shall be governed by the same terms and conditions as stated herein with the exception of the change in agency name.

**3.14 CONTRACT EXTENSION**

The County has the unilateral option to extend a contract for up to ninety (90) calendar days beyond the current contract period. In such event, the County will notify the vendor(s) in writing of such extensions. The contract may be extended beyond the initial ninety (90) day extension upon mutual agreement between the County and the vendor(s). Exercise of the above options requires the prior approval of the Director of Procurement Services.

**3.15 WARRANTY**

All warranties express and implied, shall be made available to the

County for goods and services covered by this solicitation. All goods furnished shall be fully guaranteed by the vendor against factory defects and workmanship. At no expense to the County, the vendor shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty period. The special conditions of the solicitation may supersede the manufacturer's standard warranty.

### 3.16 ESTIMATED QUANTITIES

Estimated quantities or dollars are for vendor's guidance only. No guarantee is expressed or implied as to quantities or dollar value that will be used during the contract period. The County is not obligated to place any order for a given amount subsequent to the award of this solicitation. The County may use estimated quantities in the award evaluation process. Estimated quantities do not contemplate or include possible additional quantities that may be ordered by other entities that may utilize this contract. In no event shall the County be liable for payments in excess of the amount due for quantities of goods or services actually ordered.

### 3.17 NON-EXCLUSIVITY

It is the intent of the County to enter into an agreement that will satisfy its needs as described within this solicitation. However, the County reserves the right to perform, or cause to be performed, all or any of the work and services herein described in the manner deemed to represent its best interests. In no case will the County be liable for billings in excess of the quantity of goods or services actually provided under this contract.

### 3.18 CONTINUATION OF WORK

Any work that commences prior to, and will extend, beyond the expiration date of the current contract period shall, unless terminated by mutual written agreement between the County and the vendor, continue until completion without change in the then current prices, terms and conditions.

### 3.19 LAWS, RULES, REGULATIONS AND LICENSES

The vendor shall comply with all federal, state, and local laws and regulations applicable to provision of the goods and/or services specified in this solicitation. During the term of the contract the vendor assures that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that the vendor does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discrimination in any form or manner against the end-user employees or applicants for employment. The vendor understands that any contract is conditioned upon the veracity of this statement.

### 3.20 SUBCONTRACTING

Unless otherwise stipulated herein, the vendor shall not subcontract any portion of the work without the prior written consent of the County. Subcontracting without the prior consent of the County may result in termination of the contract for default.

### 3.21 ASSIGNMENT

The vendor shall not assign or transfer any contract resulting from this solicitation, including any rights, title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent of the County. This provision specifically includes any acquisition or hostile takeover of the awarded vendor. Failure to comply in this regard may result in termination of the contract for default.

### 3.22 RESPONSIBILITY AS EMPLOYER

The employee(s) of the vendor shall be considered at all times its employee(s), and not an employee(s) or agent(s) of the County. The contractor shall provide employee(s) capable of performing the work as required. The County may require the contractor to remove any employee it deems unacceptable. All employees of the contractor may be required to wear appropriate identification.

### 3.23 INDEMNIFICATION

To the extent permitted by law, the vendor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from

the performance of the agreement by the vendor or its employees, agents, servants, partners, principals or subcontractors. The vendor shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The vendor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the vendor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

### 3.24 MODIFICATION OF CONTRACT

Any contract resulting from this solicitation may be modified by mutual consent of duly authorized parties, in writing through the issuance of a modification to the contract and/or purchase order as appropriate. This presumes the modification itself is in compliance with all applicable County procedures.

### 3.25 TERMINATION FOR CONVENIENCE

The County, at its sole discretion, reserves the right to terminate this contract upon thirty (30) days written notice. Upon receipt of such notice, the vendor shall not incur any additional costs under this contract. The County shall be liable only for reasonable costs incurred by the vendor prior to notice of termination. The County shall be the sole judge of "reasonable costs."

### 3.26 TERMINATION DUE TO UNAVAILABILITY OF CONTINUING FUNDING

When funds are not appropriated or otherwise made available to support continuation of performance in a current or subsequent fiscal year, the contract shall be cancelled and the vendor shall be reimbursed for the reasonable value of any non-recurring costs incurred amortized in the price of the supplies or services/tasks delivered under the contract.

### 3.27 TERMINATION FOR DEFAULT

The County reserves the right to terminate this contract, in part or in whole, or affect other appropriate remedy in the event the vendor fails to perform in accordance with the terms and conditions stated herein. The County further reserves the right to suspend or debar the vendor in accordance with the County ordinances, resolutions and/or administrative orders. The vendor will be notified by letter of the County's intent to terminate. In the event of termination for default, the County may procure the required goods and/or services from any source and use any method deemed in its best interest. All re-procurement cost shall be borne by the vendor.

### 3.28 FRAUD AND MISREPRESENTATION

Any individual, corporation or other entity that attempts to meet its contractual obligations through fraud, misrepresentation or other material misstatement, may be debarred for up to five (5) years. The County as a further sanction may terminate or cancel any other contracts with such individual, corporation or entity with such vendor held responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

### 3.29 RIGHT TO AUDIT

The County reserves the right to require the vendor to submit to an audit by any auditor of the County's choosing. The Contractor shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. The vendor shall retain all records pertaining to this Agreement and upon request make them available to the County for a minimum of three (3) years, or as required by Florida law, whichever is longer, following expiration of the Agreement. The vendor agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards. Additionally, CONTRACTOR agrees to include the requirements of this provision in all contracts with subcontractors and material suppliers in connection with the work performed hereunder. If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the CONTRACTOR to the COUNTY in excess of one percent (1%) of the total contract

billings, in addition to making adjustments for the overcharges, the reasonable actual cost of the COUNTY's audit shall be reimbursed to the COUNTY by the CONTRACTOR. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the CONTRACTOR's invoices and/or records shall be made within a reasonable amount of time, but in no event shall the time exceed ninety (90) days, from presentation of the COUNTY's audit findings to the CONTRACTOR.

### 3.30 PUBLIC RECORDS/ COPYRIGHTS

Pursuant to Section 119.0701, Florida Statutes, the awarded contractor shall comply with the Florida Public Records' laws, and shall:

1. Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the services identified herein.
2. Provide the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided for by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

4. Meet all requirements for retaining public records and transfer, at no cost, to the County all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County. Failure to comply with this section shall be deemed a breach of the contract and enforceable as set forth in Section 119.0701, Florida Statutes.

Any copyright derived from this Agreement shall belong to the author. The author and the CONSULTANT shall expressly assign to the COUNTY nonexclusive, royalty free rights to use any and all information provided by the CONSULTANT in any deliverable and/or report for the COUNTY's use which may include publishing in COUNTY documents and distribution as the COUNTY deems to be in the COUNTY's best interests. If anything included in any deliverable limits the rights of the COUNTY to use the information, the deliverable shall be considered defective and not acceptable and the CONSULTANT will not be eligible for any compensation.

### 3.31 GOVERNING LAWS

The interpretation, effect, and validity of any contract(s) resulting from this solicitation shall be governed by the laws and regulations of the State of Florida, and Lake County, Florida. Venue of any court action shall be in Lake County, Florida. In the event that a suit is brought for the enforcement of any term of the contract, or any right arising there from, the parties expressly waive their respective rights to have such action tried by jury trial and hereby consent to the use of non-jury trial for the adjudication of such suit.

### 3.32 STATE REGISTRATION REQUIREMENTS

Any corporation submitting a bid in response to this RFP shall either be registered or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes. A copy of the registration/ application may be required prior to award of a contract. Any partnership submitting a bid in response to this RFP shall have complied with the applicable provisions of Chapter 620, Florida Statutes. For additional information on these requirements, please contact the Florida Secretary of State's Office, Division of Corporations, 800.755.5111 (<http://www.dos.state.fl.us>).

### 3.33 PRIME CONTRACTOR

The vendor awarded the contract shall act as the prime contractor and shall assume full responsibility for the successful performance under the contract. The vendor shall be considered the sole point of contact with regard to meeting all requirements of the contract. All subcontractors will be subject to advance review by the County in regards to competency and security concerns. After the award of the contract no change in subcontractors will be made without the consent of the County. The vendor shall be responsible for all insurance, permits, licenses, and related matters for any and all subcontractors. Even if the subcontractor is self-insured, the

County may require the contractor to provide any insurance certificates required by the work to be performed.

### 3.34 FORCE MAJEURE

The parties will exercise every reasonable effort to meet their respective obligations hereunder, but shall not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with revisions to Government law or regulation; acts of nature; acts or omissions of the other party; fires, strikes, national disasters, wars, riots, transportation problems and/or any other cause whatsoever beyond the reasonable control of the parties. Any such cause may be cause for appropriate extension of the performance period.

### 3.35 NO CLAIM FOR DAMAGES

No claim for damages or any claim other than for an extension of time shall be made or asserted against the County because of any delays. No interruption, interference, inefficiency, suspension, or delay in the commencement or progress of the Work shall relieve the vendor of duty to perform, or give rise to any right to damages or additional compensation from the County. The vendor's sole remedy shall be the right to seek an extension to the contract time. However, this provision shall not preclude recovery of damages by the vendor for hindrances or delays due solely to fraud, bad faith, or active interference on the part of the County.

### 3.36 TRUTH IN NEGOTIATION CERTIFICATE

For all agreements exceeding \$150,000, the awarded firm may be required to execute a truth in negotiation certificate stating that the wage rates and other factual unit costs are accurate, complete and current, at the time of contracting.

### 3.37 GRANT FUNDING

In the event any part of the contract is to be funded by federal, state, or other local agency monies, the vendor hereby agrees to comply with all requirements of the funding entity applicable to the use of the monies, including full application of requirements involving the use of minority firms, women's business enterprises, and labor surplus area firms. Vendors are advised that payments under the contract may be withheld pending completion and submission of all required forms and documents required of the vendor pursuant to the grant funding requirements.

**RFP TITLE: Employee Assistance Program (EAP)****NOTES:**

- When purchasing on a direct basis, Lake County is exempt from all taxes (Federal, State, Local). A Tax Exemption Certificate will be furnished upon request for such purchases. **However, the vendor will be responsible for payment of taxes on all materials purchased by the vendor for incorporation into the project (see provision 3.8 for further detail).**
- The vendor shall not alter or amend any of the information (including, but not limited to stated units of measure, item description, or quantity) stated in the Pricing Section. If any quantities are stated in the pricing section as being “estimated” quantities, vendors are advised to review the “Estimated Quantities” clause contained in Section 3 of this solicitation.
- Any bid containing a modifying or “escalator” clause not specifically allowed for under the solicitation will not be considered.
- All pricing shall be FOB Destination unless otherwise specified in this solicitation document.
- All pricing submitted shall remain valid for a 90 day period. By signing and submitting a response to this solicitation, the vendor has specifically agreed to this condition.
- **Vendors are advised to visit our website at <http://www.lakecountvfl.gov> and register as a potential vendor. Vendors that have registered on-line receive an e-mail notice when the County issues a solicitation matching the commodity codes selected by a vendor during the registration process.**

**ACKNOWLEDGEMENT OF ADDENDA****INSTRUCTIONS:** Complete Part I or Part II, whichever applies

<b>Part I:</b>
The bidder must list below the dates of issue for each addendum received in connection with this RFP:
Addendum #1, Dated: _____
Addendum #2, Dated: _____
Addendum #3, Dated: _____
Addendum #4, Dated: _____
<b>Part II:</b>
<input type="checkbox"/> No Addendum was received in connection with this RFP.

**By Signing This Proposal the Proposer Attests and Certifies That:**

- It satisfies all legal requirements (as an entity) to do business with the County.
- The undersigned vendor acknowledges that award of a contract may be contingent upon a determination by the County that the vendor has the capacity and capability to successfully perform the contract.
- The proposer hereby certifies that it understands all requirements of this solicitation, and that the undersigned individual is duly authorized to execute this proposal document and any related contract(s).

**Purchasing Agreements with Other Government Agencies**

This section is optional and will not affect contract award. If Lake County awarded you the proposed contract, would you sell under the same terms and conditions, for the same price, to other governmental agencies in the State of Florida? Each governmental agency desiring to accept to utilize this contract shall be responsible for its own purchases and shall be liable only for materials or services ordered and received by it.  Yes  No (Check one)

**Certification Regarding Felony Conviction**

Has any officer, director, or an executive performing equivalent duties, of the bidding entity been convicted of a felony during the past ten (10) years?  Yes  No (Check one)

**Reciprocal Vendor Preference:**

Vendors are advised the County has established, under Lake County Code, Chapter 2, Article VII, Sections 2-221 and 2-222; a process under which a local vendor preference program applied by another county may be applied in a reciprocal manner within Lake County. The following information is needed to support application of the Code:

1. Primary business location of the responding vendor (city/state): \_\_\_\_\_
2. Does the responding vendor maintain a significant physical location in Lake County at which employees are located and business is regularly transacted:  Yes  No If "yes" is checked, provide supporting detail:  
\_\_\_\_\_

**Conflict of Interest Disclosure Certification**

Except as listed below, no employee, officer, or agent of the firm has any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and, this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud.

Exceptions: \_\_\_\_\_

<b>General Vendor Information and Proposal Signature:</b>			
Firm Name:	_____		
Street Address:	_____		
Mailing Address (if different):	_____		
Telephone No.:	Fax No.:	E-mail: _____	
FELN No. _____ - _____	Prompt Payment Terms:	% _____	days, net _____
Signature: _____	Date: _____		
Print Name: _____	Title: _____		

**THE FOLLOWING DOCUMENTS ARE ATTACHED**

- 1. An interactive Excel Questionnaire including Tabs named Explanation, Network Comparison, Rate Quote, Performance Guarantees, Census, and Officer is to be completed by the responding Vendor and submitted in conjunction with the vendor's initial response.**
- 2. Lake County Board of County Commissioners EAP experience reports.**

ORIGINAL

COMPSYCH®  
GuidanceResources® Worldwide

PROPOSAL FOR Lake County Board of County Commissioners  
RFP 14-0019

April 2, 2014



STAY AHEAD

### **Program Need**

Lake County, Florida ("the County") is located between Orlando and Ocala and is seeking group employee assistance program (EAP) benefits for 1,279 employees and their dependents. This program must provide support and resources to help resolve personal issues, while equipping its management with the tools to create a positive work environment. The County is seeking a vendor to provide the following services:

- > 24/7 EAP access for counseling and referrals to a comprehensive and vast network
- > Six-session EAP to address personal issues such as relationship struggles, substance abuse, parenting challenges and grief
- > Management consultations for workplace issues
- > Coordination of fitness-for-duty exams
- > Support for on-site intervention incidents

### ***Demonstrated Success***

Founded in 1984, ComPsych is the world's largest provider of employee assistance programs (EAP) and is the pioneer and worldwide leader of fully integrated EAP, behavioral health, wellness, work-life, HR, FMLA and absence management services under its GuidanceResources<sup>®</sup> brand. We serve 20,000 organizations, covering more than 55 million individuals throughout the United States and more than 120 countries. Our customers range from the Fortune 500 to smaller public and private concerns, as well as multiple government entities in Florida including the City of Hollywood; the City of St. Petersburg; Orange County; Pasco County Board of County Commissioners; and Pinellas County Sheriff's Office.

### **The GuidanceResources<sup>®</sup> Solution**

ComPsych's unique brand, GuidanceResources, comprises cutting-edge employee benefits and stands apart by comprehensively supporting employees across the broad spectrum of life's issues. GuidanceResources seamlessly integrates employee assistance, behavioral health, wellness, work-life, crisis intervention and absence management services into a single solution that helps employees lead healthier and more productive lives.

### ***Responsive and Immediate Service***

- > Toll-free line can be used for any need—whether EAP or work-life
- > Clinicians with master's degrees greet callers immediately 24 hours a day, seven days a week
- > All callers offered a face-to-face appointment with a behavioral health specialist, attorney or financial professional in our ComPsych GuidanceExpert<sup>SM</sup> Network
- > Resources cover a broad spectrum of issues that affect employees, ranging from relationships to stress and anxiety

### ***GuidanceResources<sup>®</sup> Online***

- > Award-winning, comprehensive online offering
- > Password-protected online access to program components
- > Information, advice and helpful tools covering thousands of topics
- > Information on subjects such as health and wellness, family, relationships, career, education, finance, laws and regulations, leisure, home and auto
- > Information that is accessible by life event—for example, marriage, adoption or retirement
- > Confidentially email issues to "Ask a GuidanceConsultant<sup>SM</sup>"

### ***FamilySource® Referral and Resources***

- > Unlimited assistance for child care, adoption, education, elder care, pet care and personal convenience needs
- > Research, prescreening of all referrals and customized referral packets—all completed by in-house specialists
- > Online tools and information about family and personal issues

### ***LegalConnect® Information and Referrals***

- > Unlimited telephone access to our expert staff attorneys, who have experience in the practical and emotional aspects of legal concerns
- > Information tailored to each employee's legal needs
- > Referral to local Legal GuidanceExperts at a discounted rate

### ***FinancialConnect® Information and Resources***

- > Unlimited telephone access to certified financial specialists on staff at ComPsych
- > Information on household budgeting, financial planning and investments
- > Online access to contact information for qualified, certified Financial GuidanceExperts
- > Online tools and resources for common financial issues

### ***Critical Incident Support***

- > Crisis calls answered 24 hours a day, seven days a week
- > Strength, talent and experience of critical incident stress management (CISM) team
- > On-site, professional response to critical incidents
- > Local expertise in minimizing impact of critical incidents
- > Outreach calls to employees who do not feel ready to return to work, helping them to process their reactions
- > Available at any time to managers, no matter what the issue

### ***Management Support***

- > HR expertise and policy-based consultation for managers, supervisors and HR
- > Information provided professionally and within the County's HR policies and guidelines
- > Employee referral management
- > Information and tools to support employee performance issues

### ***The ComPsych Experience***

In an industry where everyone appears the same on the outside, ComPsych's biggest differentiator comes from the inside—in the spirit of how we do business. Our staff exhibits our guiding principles, providing our customers with the ComPsych experience of:

- > A passion for and dedication to our customers and our work that is second to none
- > A build-to-suit approach of innovative, cutting-edge programs uniquely designed for each customer
- > A service orientation to always over-deliver on customer expectations
- > Impeccable Integrity—demonstrated by our conduct in and out of the office
- > Demonstrated superior quality and value that forge long-term service relationships with our customers

ComPsych employees believe in what we do and are committed to delivering the highest quality of services to the County.



**LAKE COUNTY**  
FLORIDA

**REQUEST FOR PROPOSAL (RFP)  
EMPLOYEE ASSISTANCE PROGRAM (EAP) SERVICES**

RFP Number: 14-0019 Contracting Officer: Susan Dugan  
 Pre-Proposal  
 Proposal Due Date: 4/2/2014 Conference Date: None  
 Proposal Due Time: 3:00 p.m. RFP Issue Date: 3/10/2014

<b>TABLE OF CONTENTS</b>	
SECTION 1: Special Terms and Conditions	Page 2
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<b>SPECIFIC SOLICITATION REQUIREMENTS ARE AS NOTED BELOW:</b>	
Proposal and/or Performance Bond:	Not Applicable
Certificate of Competency/License:	Section 3.19 and Section 2
Indemnification/Insurance:	Section 3.23/Section 1.8
Pre-Proposal Conference/Walk-Thru:	Not applicable

At the date and time specified above, all proposals that have been received in a timely manner will be opened, recorded, and accepted for consideration. The names of the vendors submitting proposals will be read aloud and recorded. The proposals will be available for inspection during normal business hours in the Office of Procurement Services thirty (30) calendar days after the proposal due date. A separate contractual document will be signed by the County and the awarded firm.

**NO-RESPONSE REPLY**

If any vendor does not want to respond to this solicitation at this time, or, would like to be removed from Lake County's Vendor List, please mark the appropriate space, complete name below and return this page only.

- Not interested at this time; keep our firm on Lake County's Vendors List for future solicitations for this product / service
- Please remove our firm from Lake County's Vendor's List for this product / service.

**VENDOR IDENTIFICATION**

Company Name: Compsych Corporation Phone Number: 312-650-1075  
 E-mail Address: dliasauskas@compsych.com Contact Person: Dennis Lisauskas

**Section 1.1: Purpose**

The purpose of this solicitation is to retain a qualified firm to provide Employee Assistance Program (EAP) services in conjunction with the County's needs.

It is the County's intent to award one (1) contract that will provide EAP services to employees in positions scheduled to work at least thirty (30) hours per week and their dependents.

**Section 1.1.1: Overview**

Lake County is a public sector employer located between Orlando and Ocala, Florida, at 315 West Main Street, Tavares, FL 32778. The County's Benefits Program consists of approximately 1,279 employees from the agencies listed below. The estimated number of lives, including dependents is approximately 2,728.

The following table represents the County and its agencies and estimated eligible employees.

Agency Name	Est. Eligible Employees
Board of County Commissioners	719
Property Appraiser	39
Water Authority	15
Lake-Sumter Metropolitan Planning Organization	7
Supervisor of Elections	13
Lake EMS	197
Tax Collector	77
Clerk of Courts	212

The EAP program is 100% employer funded.

**Section 1.1.2: Tentative Timeline**

Event	Deadline
RFP submitted to vendors	3/10/2014
Deadline for RFP Responses	4/2/2014
Contract to BCC for Award	5/20/2014
Plan Effective Date	10/1/2014

**Section 1.2: Designated Procurement Representative**

Questions concerning any portion of this solicitation shall be directed in writing [fax and e-mail accepted] to the below named individual who shall be the official point of contact for this solicitation. To ensure reply, questions should be submitted no later than five (5) working days before the proposal due date.

Susan Dugan, Senior Contracting Officer  
Lake County BCC  
Office of Procurement Services  
315 W. Main Street, Room 441  
PO BOX 7800  
Tavares, FL 32778-7800

Phone : 352.343.9839 Fax : 352.343.9473  
E-mail: sdugan@lakecountyfl.gov

No answers given in response to questions submitted shall be binding upon this solicitation unless released in writing as an addendum to the solicitation by the Lake County Office of Procurement Services.

**Section 1.3: Method of Award – Considering Qualifications and Pricing**

Award will be made to the vendor who submits the overall proposal that is judged to provide the best value to the County. The County is committed to offering benefit programs that promote cost effective and flexible services. Proposals will be evaluated based upon the following criteria:

1. Net Cost Considerations – Competitive Program costs;
2. Benefit Provisions – Ability to provide the requested benefit plan designs;
3. Administrative Services including simplicity of administration, reporting capabilities, flexibility and accessibility in working with the client, and electronic capabilities;
4. Reports from direct and indirect references;
5. Responsiveness and completeness of the written proposal to these instructions with regard to the Scope of Services and qualifications of the firm; and
6. Other relevant criteria.

**Section 1.4: Pre-Proposal Conference**

Not applicable

**Section 1.5: Term of Contract - Upon Delivery**

This contract shall be effective starting October 1, 2014 and remain in effect for thirty-six (36) months. The contract prices resultant from this solicitation shall prevail for the full duration of the initial contract term.

**Section 1.6: Option to Renew**

Prior to, or upon completion, of the initial term of this contract, the County shall have the option to renew this contract for two (2) additional twelve (12) month periods under the same terms and conditions. Continuation of the contract beyond the initial period, and any option subsequently exercised, is a County prerogative, and not a right of the vendor. This prerogative may be exercised only when such continuation is clearly in the best interest of the County.

**Section 1.7: Method of Payment - Monthly Invoices**

The County will provide, at the commencement of the Initial Term or Subsequent Term, the number of employees designated as eligible to receive services under the contract. County will update and provide such information to the awarded vendor on a monthly basis. The awarded vendor shall submit monthly invoices by the tenth (10th) calendar day of each month. These invoices shall be submitted to the County Human Resources Department, attention Nadine Ohlinger. The invoices shall reflect the type of service provided.

All invoices shall contain the contract and/or purchase order number, date and location of delivery or service, and confirmation of acceptance of the goods or services by the appropriate County representative. Failure to submit invoices in the prescribed manner will delay payment, and the vendor may be considered in default of contract and its contract may be terminated. Payments shall be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes.

**Section 1.8: Insurance**

Each vendor shall include in its solicitation response package proof of insurance capabilities, including but not limited to, the following requirements: [This does not mean that the vendor must have the coverage prior to submittal, but, that the coverage must be in effect prior to a purchase order or contract being executed by the County.]

An original certificate of insurance, indicating that the awarded vendor has coverage in accordance with the requirements of this section, shall be furnished by the vendor to the Contracting Officer within five (5) working days of such request and must be received and accepted by the County prior to contract execution and/or before any work begins.

The vendor shall provide and maintain at all times during the term of any contract, without cost or expense to the County, policies of insurance, with a company or companies authorized to do

**SECTION 1 – SPECIAL TERMS AND CONDITIONS**

**RFP Number: 14-0019**

business in the State of Florida, and which are acceptable to the County, insuring the vendor against any and all claims, demands or causes of action whatsoever, for injuries received or damage to property relating to the performance of duties, services and/or obligations of the vendor under the terms and provisions of the contract. The vendor is responsible for timely provision of certificate(s) of insurance to the County at the certificate holder address evidencing conformance with the contract requirements at all times throughout the term of the contract.

Such policies of insurance, and confirming certificates of insurance, shall insure the vendor is in accordance with the following minimum limits:

General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	\$500,000
Products-Completed Operations	\$500,000
Personal & Adv. Injury	\$500,000
Fire Damage	\$50,000
Medical Expense	\$5,000
Contractual Liability	Included

Automobile liability insurance, including owned, non-owned, and hired autos with the following minimum limits and coverage:

Combined Single Limit	\$300,000
or	
Bodily Injury (per person)	\$100,000
Bodily Injury (per accident)	\$300,000
Property Damage	\$100,000

Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and/or any other applicable law requiring workers' compensation (federal, maritime, etc). If not required by law to maintain workers compensation insurance, the vendor must provide a notarized statement that if he or she is injured; he or she will not hold the County responsible for any payment or compensation.

Employers Liability insurance with the following minimum limits and coverage:

Each Accident	\$100,000
Disease-Each Employee	\$100,000
Disease-Policy Limit	\$500,000

Professional liability and/or specialty insurance (medical malpractice, engineers, architect, consultant, environmental, pollution, errors and omissions, etc.) as applicable, with minimum limits of \$500,000 and annual aggregate of \$1,000,000.

**SECTION 1 – SPECIAL TERMS AND CONDITIONS**

**RFP Number: 14-0019**

The following additional coverage must be provided if a dollar value is inserted below:

Loss of Use at coverage value:	\$ _____
Garage Keepers Liability at coverage value:	\$ _____

Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, shall be named as additional insured as their interest may appear on all applicable liability insurance policies.

The certificate(s) of insurance shall provide for a minimum of thirty (30) days prior written notice to the County of any change, cancellation, or nonrenewal of the provided insurance. It is the vendor's specific responsibility to ensure that any such notice is provided within the stated timeframe to the certificate holder.

If it is not possible for the Vendor to certify compliance, on the certificate of insurance, with all of the above requirements, then the Vendor is required to provide a copy of the actual policy endorsement(s) providing the required coverage and notification provisions.

Certificate(s) of insurance shall identify the applicable solicitation (ITB/RFP/RFQ) number in the Description of Operations section of the Certificate.

Certificate holder shall be:

LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF  
 FLORIDA, AND THE BOARD OF COUNTY COMMISSIONERS.  
 P.O. BOX 7800  
 TAVARES, FL 32778-7800

Certificates of insurance shall evidence a waiver of subrogation in favor of the County, that coverage shall be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium payment by the County.

The Vendor shall be responsible for subcontractors and their insurance. Subcontractors are to provide certificates of insurance to the prime vendor evidencing coverage and terms in accordance with the Vendor's requirements.

All self-insured retentions shall appear on the certificate(s) and shall be subject to approval by the County. At the option of the County, the insurer shall reduce or eliminate such self-insured retentions or the vendor or subcontractor shall be required to procure a bond guaranteeing payment of losses and related claims expenses.

The County shall be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention shall be the sole responsibility of the vendor and/or sub contractor providing such insurance.

Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of the contract for default.

Neither approval by the County of any insurance supplied by the vendor or Subcontractor(s), nor a failure to disapprove that insurance, shall relieve the vendor or Subcontractor(s) of full responsibility for liability, damages, and accidents as set forth herein.

**Section 1.9: Bonds**

Not applicable

**Section 1.10: Delivery**

Not Applicable

**Section 1.11: Acceptance of Services**

The services rendered as a result of an award from this solicitation shall not be deemed complete, until accepted by the County and shall be in compliance with the terms herein, fully in accord with the specifications and of the highest quality. In the event that the service does not conform to the specifications, the County reserves the right to terminate the contract and will not be responsible to pay for any such service.

**Section 1.12: Warranty**

Not applicable

**Section 1.13 Delivery of Solicitation Response**

Unless a package is delivered by the vendor in person, all incoming mail from the U.S. Postal Service and any package delivered by a third party delivery organization (FedEx, UPS, DHL, private courier, etc.) will be opened for security and contamination inspection by the Lake County Clerk of the Circuit Court Mail Receiving Center in an off-site secure controlled facility prior to delivery to any Lake County Government facility, which includes the Lake County Office of Procurement Services.

To be considered for award, a bid or proposal must be received and accepted in the Office of Procurement Services prior to the date and time established within the solicitation. A response will not be considered for award if received in the Office of Procurement Services after the official due date and time regardless of when or how it was received by the Lake County Clerk

**SECTION 1 – SPECIAL TERMS AND CONDITIONS**

RFP Number: 14-0019

of Court Mail Receiving Center. Allow sufficient time for transportation and inspection.

Each package shall be clearly marked with the applicable solicitation number, title, and company name. Ensure that your bid or proposal is securely sealed in an opaque envelope/ package to provide confidentiality of the bid or proposal prior to the due date for the solicitation.

If you plan on submitting your bid or proposal **IN PERSON**, please bring it to:

LAKE COUNTY PROCUREMENT SERVICES  
315 W. MAIN STREET  
4TH FLOOR, ROOM 441  
TAVARES, FLORIDA

If you submit your bid or proposal by the **UNITED STATES POSTAL SERVICE, (USPS)** please mail it to:

LAKE COUNTY PROCUREMENT SERVICES  
PO BOX 7800  
TAVARES, FL 32778-7800

If you submit your bid or proposal by a **THIRD PARTY CARRIER** such as FedEx, UPS, or a private courier, please send it to:

LAKE COUNTY PROCUREMENT SERVICES  
MAIL RECEIVING CENTER  
32400 COUNTY ROAD 473  
LEESBURG, FL 34788

Facsimile (fax) or electronic submissions (e-mail) will not be accepted.

**Section 1.14: Completion Requirements for RFP**

Proposals submitted by the vendor shall be sealed and delivered to the Office of Procurement Services no later than the official proposal due date and time. Any proposal received after this time will not be considered and will be returned unopened to the submitter. The County is not liable or responsible for any costs incurred by any vendor in responding to this RFP including, without limitation, costs for product and/or service demonstrations if requested. When you submit your proposal, you are making a binding offer to the County.

To facilitate analysis of its proposal, the proposer shall prepare its proposal in accordance with the instructions outlined in this section. If the proposal deviates from these instructions, such proposal may, in the County's sole discretion, be rejected.

**Section 1.14.1 Proposal Submittal**

The following items shall be submitted as outlined above:

- One (1) original paper response marked “Original”;
- Eight (8) paper copies of the response each marked “Copy”;
- Three (3) CDs each containing the completed Electronic Excel File named Questionnaire along with its completed sheets named Explanation, Network Comparison, Rate Quote, Performance Guarantees, Census, and Officer Certification.

Paper proposals shall be assembled and submitted in the following format:

**Tab A. RFP Document**

The complete RFP Document with the vendor identification information on the cover page and Section 4, Certifications/Signature Pages.

**Tab B. Electronic Excel File (printed out)**

A completed copy of the Excel file named Questionnaire including its tabs (Explanation, Network Comparison, Rate Quote, Performance Guarantees, Census, and Officer Certification) and any other items that are requested from the worksheets; including but not limited to sample contract, sample communications, sample reporting package and grievance and appeals policy.

**Tab C. Proof of Insurance**

Provide either a completed Accord form or a signed letter from your insurance agency on its letterhead stating that you have or can get the required insurance coverage.

**Tab D. Financial Stability.**

Each proposer shall certify and provide a statement that it is financially stable and have the necessary resources, human and financial, to provide the services at the level required by County. Each proposer shall be prepared to supply a financial statement upon request. If a subcontractor or joint venture arrangement is being proposed, provide similar information for those participants in the proposal. Provide clear and succinct information that will provide insight to the County about the financial qualifications, fitness and stability of the proposer.

Tab E. Unless you note to the contrary within this proposal section, the County will assume that your proposal conforms to our specifications in every way.

**Section 1.15: Key Contractor Personnel**

In submitting a proposal, the Proposer is representing that each person listed or referenced in the proposal shall be available to perform the services described for the Lake County Board of County Commissioners, barring illness, accident, or other unforeseeable events of a similar nature in which case the Proposer must be able to promptly provide a qualified replacement. In the event the Proposer wishes to substitute personnel, the Proposer shall propose a person with equal or higher qualifications and each replacement person is subject to prior written County approval. In the event the requested substitute person is not satisfactory to the County and the matter cannot be resolved to the satisfaction of the County, the County reserves the right to cancel the contract for cause.

**Section 1.16 Public Records/ Copyrights**

All electronic files, audio and/or video recordings, and all papers pertaining to any activity performed by the contractor for or on behalf of the County shall be the property of the County and will be turned over to the County upon request. In accordance with Chapter 119, Florida Statutes, each file and all papers pertaining to any activities performed for or on behalf of the County are public records available for inspection by any person even if the file or paper resides in the contractor's office or facility. The vendor shall maintain the files and papers for not less than five (5) complete calendar years after the project has been completed or terminated, or in accordance with any grant requirements, whichever is longer. Prior to the close out of the contract, the contractor shall appoint a records custodian to handle any records request and provide the custodian's name and telephone number(s) to the Contracting Officer.

If, when, and to the extent during its activities under any agreement arising from this solicitation, a court determines that the vendor is a "contractor" for purposes of Section 119.0701, Florida Statutes, the vendor shall comply with all of the Florida public records' laws.

Any copyright derived from any agreement derived from this solicitation shall belong to the author. The author and the contractor shall expressly assign to the County nonexclusive, royalty free rights to use any and all information provided by the contractor in any deliverable and/or report for the County's use which may include publishing in County documents and distribution as the County deems to be in the County's best interests. If anything included in any deliverable limits the rights of the County to use the information, the deliverable shall be considered defective and not acceptable and the contractor will not be eligible for any compensation.

**Section 2. Scope of Services**

Provide confidential and professional EAP services to benefits-eligible employees and their dependents with up to six (6) in-person sessions per issue for assessment, referral and short term counseling and up to three (3) fifty (50) minute telephonic Life Coaching sessions per issue.

**Section 2.1 Minimum Performance Requirements Required by this Request.**

- A. Provide EAP services that provide the following counseling and referral services:
  - a. Face to face counseling for, but not limited to:
    - i. Marital and Family Relationships
    - ii. Stress Management
    - iii. Alcohol and Drug Issues
    - iv. Work-related Concerns
    - v. Depression and Anxiety
    - vi. Bereavement
    - vii. Work/Life Balance assistance
  - b. Life Coaching Services for, but not limited to:
    - i. Stress Management and Balance
    - ii. Spirituality and Personal Growth
    - iii. Career Planning and Developments
    - iv. Motivation and Time Management
    - v. Finances and Budgeting
    - vi. Legal Services
- B. Provide member tools and online services for obtaining EAP clinical and non-clinical information.
- C. Provide EAP telephonic customer service and urgent / crisis response counseling functions, which shall be available twenty-four (24) hours, seven (7) days a week and non-urgent visit within three (3) business days.
- D. Provide assistance to members in scheduling counseling sessions. The proposed process shall be timely, based on the member's level of care needed and provider services requested.
- E. Provide referrals that integrate with behavioral health benefits offered through the County's health plan.
- F. Record and maintain information regarding service-related or other complaints reported by covered participants.

- G. Provide the County with communication materials during the year to educate members and bring awareness to the EAP and Work Life services available.
- H. Provide an assigned account manager who shall be available to meet on a quarterly basis with the County and its administrative staff, or more frequently as deemed necessary by the County.
- I. Provide quarterly reports that include the following:
  - a. Employee satisfaction
  - b. Provider network retention
    - Quarterly and year-to-date services by assistance category to include breakdown by unique individual, number of EAP sessions utilized, work life utilization, online uses, services by provider (group, 1 to 1, telephonic), times from initial call to actual scheduled session, and results of additional services provided
- J. Provide an annual training session for all County supervisory personnel.
- K. Provide a minimum of eight (8) hours of onsite EAP seminars for County employees annually.
- L. Participate and attend the County's Annual Benefits Open Enrollment sessions and Employee Health Screenings. Typically there is an average of five (5) Open Enrollment/Employee Health Screening sessions scheduled.
- M. Provide licensed, professional EAP counselors of varying degrees of professional licensing (e.g., certified psychologist, family and marriage counselors) and experience in providing EAP services.
- N. Provide comprehensive EAP National and Statewide provider networks.
- O. Provide access to quality licensed providers throughout the geographic boundaries of Lake County, and surrounding counties with high provider retention. Surrounding counties are comprised of Sumter, Marion, Volusia, Seminole, Orange, Osceola, and Polk Counties.
- P. Include the ability for self-referral and supervisor referrals.
- Q. Provide consultation to Supervisors to assist them in resolving workplace issues and in making necessary referrals.
- R. Include Fitness for Duty exams for employees, if necessary.
- S. Include Substance Abuse Professional (SAP) services following DOT and Florida Drug-Free regulations.

- T. Provide on-site intervention incidents (e.g., Critical Incident Stress Debriefing or Emotional Incidence Stress Debriefing).

**Section 2.1.1 Costs**

- A. Program rates shall include the services outlined in the scope of services.
- B. Program rates shall be guaranteed for a minimum of three (3 years)
- C. Program rates shall include claims administration for incurred but not reported run out visit charges following termination of the contract.
- D. Proposers shall provide Performance Guarantees in the following areas:
  - 1. Provider Network
  - 2. Customer Service
  - 3. Reporting
  - 4. Account Management and
  - 5. Employee Satisfaction
- E. The Proposer shall verify eligibility for EAP services and Provide services to Eligible Employees and their dependents.
- F. The Proposer is responsible for all costs of producing, printing, and mailing/distributing adequate quantities of posters, brochures and flyers as designated by the County. The format and content of all materials used must be satisfactory to the County.

**3.1 DEFINITIONS**

**Addenda:** A written change to a solicitation.

**Contract:** The agreement to perform the services set forth in this document signed by both parties with any addenda and other attachments specifically incorporated.

**Contractor:** The vendor to whom award has been made.

**County:** Shall refer to Lake County, Florida.

**Modification:** A written change to a contract.

**Proposal:** Shall refer to any offer(s) submitted in response to a Request for Proposal.

**Proposer:** Shall refer to anyone submitting an offer in response to a Request for Proposal.

**Request for Proposal (RFP):** Shall mean this solicitation documentation, including any and all addenda. An RFP involves evaluation of proposals, and award may be made on a best value basis with price, technical, and other factors considered.

**Solicitation:** The written document requesting either bids or proposals from the marketplace.

**Vendor:** a general reference to any entity responding to this solicitation or performing under any resulting contract.

The County has established for purposes of this Request for Proposal (RFP) that the words "shall", "must", or "will" indicate an essential requirement or condition which may not be waived.

**3.2 INSTRUCTIONS TO PROPOSERS****A. Proposer Qualification**

It is the policy of the County to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of work specified in the solicitation are encouraged to submit proposals. Vendors may enroll with the County to be included on a mailing list for selected categories of goods and services. To be recommended for award the County requires that vendors provide evidence of compliance with the requirements below upon request:

1. Disclosure of Employment
2. Disclosure of Ownership.
3. Drug-Free Workplace.
4. W-9 and 8109 Forms – The vendor must furnish these forms as required by the Internal Revenue Service.
5. Social Security Number- The vendor must provide a copy of the primary owner's social security card if the social security number is being used in lieu of the Federal Identification Number (F.E.I.N.)
6. Americans with Disabilities Act (A.D.A.)
7. Conflict of Interest
8. Debarment Disclosure Affidavit.
9. Nondiscrimination
10. Family Leave
11. Antitrust Laws – By acceptance of any contract, the vendor agrees to comply with all applicable antitrust laws.

**B. Public Entity Crimes**

Pursuant to Section 287.133(2)(a) of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

**C. Request for Additional Information**

Any communication or inquiries, except for clarification of process or procedure already contained in the solicitation, are to be made in writing to the attention of the procurement representative identified in the solicitation no later than five (5) working days prior to the proposal due date. Such inquiries or request for information shall be submitted to the procurement representative in writing and shall contain the requester's name, address, and telephone number. The Procurement Services office may issue an addendum in response to any inquiry received, which changes or clarifies the terms,

provisions, or requirements of the solicitation. The proposer should not rely on any representation, statement or explanation whether written or verbal, other than those made in this solicitation document or in any addenda issued. Where there appears to be a conflict between this solicitation and any addenda, the last addendum issued shall prevail. It is the proposer's responsibility to ensure receipt of all addenda and any accompanying documentation. Failure to acknowledge each addendum may prevent the proposal from being considered for award.

**D. Contents of Solicitation and Proposer's Responsibilities**

The proposer shall become thoroughly familiar with the requirements, terms, and conditions of this solicitation. Pleas of ignorance of these matters by the proposer of conditions that exist or may exist will not be accepted as a basis for varying the requirements of the County, or the compensation to be paid.

**E. Restricted Discussions**

From the date of issuance of this solicitation until final County action, vendors should not discuss the solicitation or any part thereof with any employee, agent, or any other representative of the County except as expressly authorized by the designated procurement representative. The only communications that shall be considered pertinent to this solicitation are appropriately signed written documents from the vendor to the designated procurement representative and any relevant written document promulgated by the designated procurement representative.

**F. Change or Withdrawal of Proposals**

1. Changes to Proposal- Prior to the scheduled due date, a proposer may change its proposal by submitting a new proposal specified in the solicitation with a letter on the firm's letterhead, signed by an authorized agent stating that the new submittal replaces the original submittal. The new submittal shall contain the letter and all information as required for submitting the original proposal.

2. Withdrawal of Proposal – A proposal shall be irrevocable unless the proposal is withdrawn as provided herein. A proposal may be withdrawn, either physically or by written notice, at any time prior to the proposal due date. If withdrawn by written notice, that notice must be addressed to, and received by, the designated procurement representative prior to the designated receipt date and time. A proposal may also be withdrawn after expiration of the designated acceptance period, and prior to award, by submitting a letter to the designated procurement representative. The letter must be on company letterhead and signed by an authorized agent of the proposer.

**G. Conflicts within the Solicitation**

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Pricing Section, or any addendum issued, the order of precedence shall be: the last addendum issued, the Proposal Price Section, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions. It is incumbent upon the vendor to identify such conflicts to the designated procurement representative prior to the proposal due date.

**H. Prompt Payment Terms**

It is the policy of the County that payment for all purchases by County agencies shall be made in a timely manner and that interest payments will be made on late payments in accordance with Part VII, Chapter 218, Florida Statutes, known as the Florida Prompt Payment Act. The proposer may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during proposal evaluation.

**3.3 PREPARATION OF PROPOSALS**

A. The Pricing Section of this solicitation defines requirements of items to be purchased, and must be completed and submitted with the proposal. Use of any other form or alteration of the form may result in rejection of the proposal.

B. The proposal submitted must be legible. Bidders shall use typewriter, computer or ink. All changes must be crossed out and initialed in ink. Failure to comply with these requirements may cause the bid to be rejected.

C. An authorized agent of the proposer's firm must sign the proposal. **FAILURE TO SIGN THE PROPOSAL MAY**

**BE CAUSE TO REJECT THE PROPOSAL.**

- D. The proposer may submit alternate proposal(s) for the same solicitation provided that such offer is allowable under the terms and conditions. The alternate proposal must meet or exceed the minimum requirements and be submitted as a separate proposal marked "Alternate Proposal".
- E. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail.
- F. Any proposal received after the designated receipt date through no fault or error of the County will be considered late, and, except under the most exceptional circumstances, may not be considered for award.

**3.4 COLLUSION**

Where two (2) or more related parties, as defined herein, each submit a proposal for the same contract, such proposals shall be presumed to be collusive. Related parties shall mean proposer or the principals thereof which have a direct or indirect ownership interest in another proposer for the same contract or in which a parent company or the principals thereof of one proposer have a direct or indirect ownership interest in another proposer for the same contract. Furthermore, any prior understanding, agreement, or connection between two (2) or more corporations, firms, or persons submitting a proposal for the same materials, supplies, services, or equipment shall also be presumed to be collusive. Proposals found to be collusive shall be rejected. Proposers which have been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred. Any contract resulting from collusive bidding may be terminated for default.

**3.5 PROHIBITION AGAINST CONTINGENT FEES**

The vendor warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the vendor to solicit or secure the contract and that they have not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the vendor, any consideration contingent upon or resulting from the award or making of the contract.

**3.6 CONTRACTING WITH COUNTY EMPLOYEES**

Any County employee or member of his or her immediate family seeking to contract with the County shall seek a conflict of interest opinion from the County Attorney prior to submittal of a response to contract with the County. The affected employee shall disclose the employee's assigned function within the County and interest or the interest of his or her immediate family in the proposed contract and the nature of the intended contract.

**3.7 INCURRED EXPENSES**

This RFP does not commit the County to make an award nor shall the County be responsible for any cost or expense which may be incurred by any proposer in preparing and submitting a proposal, or any cost or expense incurred by any proposer prior to the execution of a purchase order or contract.

**3.8 COUNTY IS TAX-EXEMPT**

When purchasing on a direct basis, the County is generally exempt from Federal Excise Taxes and all State of Florida sales and use taxes. The County will provide an exemption certificate upon request by the seller for such purchases. Except for item(s) specifically identified by the vendor and accepted by the County for direct County purchase under the Sales Tax Recovery Program, Contractors doing business with the County are not exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the County, nor shall any contractor be authorized to use any of the County's Tax Exemptions in securing such materials.

**3.9 PROPRIETARY/CONFIDENTIAL INFORMATION**

Proposers are hereby notified that all information submitted as part of a proposal will be available for public inspection in compliance with Chapter 119 of the Florida Statutes (the "Public Record Act"). The proposer should not submit any information in response to this RFP which the proposer considers proprietary or confidential. The submission of any information to the County in connection with this solicitation shall be deemed conclusively to be a waiver from release of the submitted information unless such information is

exempt or confidential under the Public Records Act.

**3.10 CANCELLATION OF SOLICITATION**

The County reserves the right to cancel, in whole or in part, any solicitation when doing so reflects the best interest of the County.

**3.11 AWARD**

- A. The contract resulting from this solicitation may be awarded to the responsible proposer which submits a proposal determined to provide the best value to the County with price, technical, and other applicable factors considered. The County reserves the right to reject any and all proposals, to waive irregularities or technicalities and to re-advertise for all or any part of this solicitation as deemed in its best interest. The County shall be the sole judge of its best interest.
- B. When there are multiple line items in a solicitation, the County reserves the right to award on an individual item basis, any combination of items, total low bid or in whichever manner deemed in the best interest of the County. This provision specifically supersedes any method of award criteria stated in the solicitation when such action is clearly necessary to protect the best interests of the County.
- C. The County reserves the right to reject any and all proposals if it is determined that prices are excessive or determined to be unreasonable, or it is otherwise determined to be in the County's best interest to do so.
- D. Award of this solicitation will only be made to firms that satisfy all necessary legal requirements to do business with the County. The County may conduct a pre-award inspection of the proposer's site or hold a pre-award qualification hearing to determine if the proposer is capable of performing the requirements of this solicitation.
- E. The proposer's performance as a prime contractor or subcontractor on previous County contracts shall be taken into account in evaluating the responsibility of a proposer that submitted a proposal under this solicitation.
- F. Any tie situations will be resolved in consonance with current written procedure in that regard.
- G. Award of the contract resulting from this solicitation may be predicated on compliance with and submittal of all required documents as stipulated in the solicitation.
- H. A vendor wishing to protest any award decision resulting from this solicitation shall do so as set forth in the County's Purchasing Procedure Manual.

**3.12 GENERAL CONTRACT CONDITIONS**

The contract shall be binding upon and shall inure to the benefit of each of the parties and of their respective successors and permitted assigns. The contract may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties hereto. The failure of any party hereto at any time to enforce any of the provisions of the contract will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce, each and every provision of the contract. Any dispute arising during the course of contract performance that is not readily rectified by communication between the vendor and the County user department shall be referred to Procurement Services office for resolution.

**3.13 OTHER AGENCIES**

With the consent of the vendor, other agencies may make purchases in accordance with the contract. Such purchases shall be governed by the same terms and conditions as stated herein with the exception of the change in agency name.

**3.14 CONTRACT EXTENSION**

The County has the unilateral option to extend a contract for up to ninety (90) calendar days beyond the current contract period. In such event, the County will notify the vendor(s) in writing of such extensions. The contract may be extended beyond the initial ninety (90) day extension upon mutual agreement between the County and the vendor(s). Exercise of the above options requires the prior approval of the Director of Procurement Services.

**3.15 WARRANTY**

All warranties express and implied, shall be made available to the

County for goods and services covered by this solicitation. All goods furnished shall be fully guaranteed by the vendor against factory defects and workmanship. At no expense to the County, the vendor shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty period. The special conditions of the solicitation may supersede the manufacturer's standard warranty.

### 3.16 ESTIMATED QUANTITIES

Estimated quantities or dollars are for vendor's guidance only. No guarantee is expressed or implied as to quantities or dollar value that will be used during the contract period. The County is not obligated to place any order for a given amount subsequent to the award of this solicitation. The County may use estimated quantities in the award evaluation process. Estimated quantities do not contemplate or include possible additional quantities that may be ordered by other entities that may utilize this contract. In no event shall the County be liable for payments in excess of the amount due for quantities of goods or services actually ordered.

### 3.17 NON-EXCLUSIVITY

It is the intent of the County to enter into an agreement that will satisfy its needs as described within this solicitation. However, the County reserves the right to perform, or cause to be performed, all or any of the work and services herein described in the manner deemed to represent its best interests. In no case will the County be liable for billings in excess of the quantity of goods or services actually provided under this contract.

### 3.18 CONTINUATION OF WORK

Any work that commences prior to, and will extend, beyond the expiration date of the current contract period shall, unless terminated by mutual written agreement between the County and the vendor, continue until completion without change to the then current prices, terms and conditions.

### 3.19 LAWS, RULES, REGULATIONS AND LICENSES

The vendor shall comply with all federal, state, and local laws and regulations applicable to provision of the goods and/or services specified in this solicitation. During the term of the contract the vendor assures that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that the vendor does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discrimination in any form or manner against the end/or employees or applicants for employment. The vendor understands that any contract is conditioned upon the veracity of this statement.

### 3.20 SUBCONTRACTING

Unless otherwise stipulated herein, the vendor shall not subcontract any portion of the work without the prior written consent of the County. Subcontracting without the prior consent of the County may result in termination of the contract for default.

### 3.21 ASSIGNMENT

The vendor shall not assign or transfer any contract resulting from this solicitation, including any rights, title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent of the County. This provision specifically includes any acquisition or hostile takeover of the awarded vendor. Failure to comply in this regard may result in termination of the contract for default.

### 3.22 RESPONSIBILITY AS EMPLOYER

The employee(s) of the vendor shall be considered at all times its employee(s), and not an employee(s) or agent(s) of the County. The contractor shall provide employee(s) capable of performing the work as required. The County may require the contractor to remove any employee it deems unacceptable. All employees of the contractor may be required to wear appropriate identification.

### 3.23 INDEMNIFICATION

To the extent permitted by law, the vendor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from

the performance of the agreement by the vendor or its employees, agents, servants, partners, principals or subcontractors. The vendor shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred therein. The vendor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the vendor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

### 3.24 MODIFICATION OF CONTRACT

Any contract resulting from this solicitation may be modified by mutual consent of duly authorized parties, in writing through the issuance of a modification to the contract and/or purchase order as appropriate. This presumes the modification itself is in compliance with all applicable County procedures.

### 3.25 TERMINATION FOR CONVENIENCE

The County, at its sole discretion, reserves the right to terminate this contract upon thirty (30) days written notice. Upon receipt of such notice, the vendor shall not incur any additional costs under this contract. The County shall be liable only for reasonable costs incurred by the vendor prior to notice of termination. The County shall be the sole judge of "reasonable costs."

### 3.26 TERMINATION DUE TO UNAVAILABILITY OF CONTINUING FUNDING

When funds are not appropriated or otherwise made available to support continuation of performance in a current or subsequent fiscal year, the contract shall be cancelled and the vendor shall be reimbursed for the reasonable value of any non-recurring costs incurred amortized in the price of the supplies or services/tasks delivered under the contract.

### 3.27 TERMINATION FOR DEFAULT

The County reserves the right to terminate this contract, in part or in whole, or affect other appropriate remedy in the event the vendor fails to perform in accordance with the terms and conditions stated herein. The County further reserves the right to suspend or debar the vendor in accordance with the County ordinances, resolutions and/or administrative orders. The vendor will be notified by letter of the County's intent to terminate. In the event of termination for default, the County may procure the required goods and/or services from any source and use any method deemed in its best interest. All re-procurement cost shall be borne by the vendor.

### 3.28 FRAUD AND MISREPRESENTATION

Any individual, corporation or other entity that attempts to meet its contractual obligations through fraud, misrepresentation or other material misstatement, may be debarred for up to five (5) years. The County as a further sanction may terminate or cancel any other contracts with such individual, corporation or entity with such vendor held responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

### 3.29 RIGHT TO AUDIT

The County reserves the right to require the vendor to submit to an audit by any auditor of the County's choosing. The Contractor shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. The vendor shall retain all records pertaining to this Agreement and upon request make them available to the County for a minimum of three (3) years, or as required by Florida law, whichever is longer, following expiration of the Agreement. The vendor agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards. Additionally, CONTRACTOR agrees to include the requirements of this provision in all contracts with subcontractors and material suppliers in connection with the work performed hereunder. If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the CONTRACTOR to the COUNTY in excess of one percent (1%) of the total contract

billings, in addition to making adjustments for the overcharges, the reasonable actual cost of the COUNTY's audit shall be reimbursed to the COUNTY by the CONTRACTOR. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the CONTRACTOR's invoices and/or records shall be made within a reasonable amount of time, but in no event shall the time exceed ninety (90) days, from presentation of the COUNTY's audit findings to the CONTRACTOR.

### 3.30 PUBLIC RECORDS/COPYRIGHTS

Pursuant to Section 119.0701, Florida Statutes, the awarded contractor shall comply with the Florida Public Records laws, and shall: 1. Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the services identified herein. 2. Provide the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided for by law. 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

4. Meet all requirements for retaining public records and transfer, at no cost, to the County all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County. Failure to comply with this section shall be deemed a breach of the contract and enforceable as set forth in Section 119.0701, Florida Statutes.

Any copyright derived from this Agreement shall belong to the author. The author and the CONSULTANT shall expressly assign to the COUNTY nonexclusive, royalty free rights to use any and all information provided by the CONSULTANT in any deliverable and/or report for the COUNTY's use which may include publishing in COUNTY documents and distribution as the COUNTY deems to be in the COUNTY's best interests. If anything included in any deliverable limits the rights of the COUNTY to use the information, the deliverable shall be considered defective and not acceptable and the CONSULTANT will not be eligible for any compensation.

### 3.31 GOVERNING LAWS

The interpretation, effect, and validity of any contract(s) resulting from this solicitation shall be governed by the laws and regulations of the State of Florida, and Lake County, Florida. Venue of any court action shall be in Lake County, Florida. In the event that a suit is brought for the enforcement of any term of the contract, or any right arising there from, the parties expressly waive their respective rights to have such action tried by jury trial and hereby consent to the use of non-jury trial for the adjudication of such suit.

### 3.32 STATE REGISTRATION REQUIREMENTS

Any corporation submitting a bid in response to this RFP shall either be registered or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes. A copy of the registration application may be required prior to award of a contract. Any partnership submitting a bid in response to this RFP shall have complied with the applicable provisions of Chapter 620, Florida Statutes. For additional information on these requirements, please contact the Florida Secretary of State's Office, Division of Corporations, 800.755.5111 (<http://www.dos.state.fl.us>).

### 3.33 PRIME CONTRACTOR

The vendor awarded the contract shall act as the prime contractor and shall assume full responsibility for the successful performance under the contract. The vendor shall be considered the sole point of contact with regard to meeting all requirements of the contract. All subcontractors will be subject to advance review by the County in regards to competency and security concerns. After the award of the contract no change in subcontractors will be made without the consent of the County. The vendor shall be responsible for all insurance, permits, licenses, and related matters for any and all subcontractors. Even if the subcontractor is self-insured, the

County may require the contractor to provide any insurance certificates required by the work to be performed.

### 3.34 FORCE MAJEURE

The parties will exercise every reasonable effort to meet their respective obligations hereunder, but shall not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with revisions to Government law or regulation, acts of nature, acts or omissions of the other party, fires, strikes, national disasters, wars, riots, transportation problems and/or any other cause whatsoever beyond the reasonable control of the parties. Any such cause may be cause for appropriate extension of the performance period.

### 3.35 NO CLAIM FOR DAMAGES

No claim for damages or any claim other than for an extension of time shall be made or asserted against the County because of any delays. No interruption, interference, inefficiency, suspension, or delay in the commencement or progress of the Work shall relieve the vendor of duty to perform, or give rise to any right to damages or additional compensation from the County. The vendor's sole remedy shall be the right to seek an extension to the contract time. However, this provision shall not preclude recovery of damages by the vendor for hindrances or delays due solely to fraud, bad faith, or active interference on the part of the County.

### 3.36 TRUTH IN NEGOTIATION CERTIFICATE

For all agreements exceeding \$150,000, the awarded firm may be required to execute a truth in negotiation certificate stating that the wage rates and other factual unit costs are accurate, complete and current, at the time of contracting.

### 3.37 GRANT FUNDING

In the event any part of the contract is to be funded by federal, state, or other local agency monies, the vendor hereby agrees to comply with all requirements of the funding entity applicable to the use of the monies, including full application of requirements involving the use of minority firms, women's business enterprises, and labor surplus area firms. Vendors are advised that payments under the contract may be withheld pending completion and submission of all required forms and documents required of the vendor pursuant to the grant funding requirements.



**SECTION 4 – PRICING/ CERTIFICATIONS/ SIGNATURES**

**RFP Number: 14-0019**

**By Signing This Proposal the Proposer Attests and Certifies That:**

- It satisfies all legal requirements (as an entity) to do business with the County.
- The undersigned vendor acknowledges that award of a contract may be contingent upon a determination by the County that the vendor has the capacity and capability to successfully perform the contract.
- The proposer hereby certifies that it understands all requirements of this solicitation, and that the undersigned individual is duly authorized to execute this proposal document and any related contract(s).

**Purchasing Agreements with Other Government Agencies**

This section is optional and will not affect contract award. If Lake County awarded you the proposed contract, would you sell under the same terms and conditions, for the same price, to other governmental agencies in the State of Florida? Each governmental agency desiring to accept to utilize this contract shall be responsible for its own purchases and shall be liable only for materials or services ordered and received by it.  Yes  No (Check one)

**Certification Regarding Felony Conviction**

Has any officer, director, or an executive performing equivalent duties, of the bidding entity been convicted of a felony during the past ten (10) years?  Yes  No (Check one)

**Reciprocal Vendor Preference:**

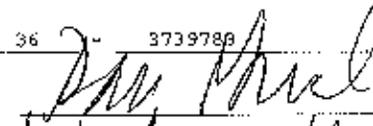
Vendors are advised the County has established, under Lake County Code, Chapter 2, Article VII, Sections 2-221 and 2-222; a process under which a local vendor preference program applied by another county may be applied in a reciprocal manner within Lake County. The following information is needed to support application of the Code:

1. Primary business location of the responding vendor (city/state): \_\_\_\_\_
2. Does the responding vendor maintain a significant physical location in Lake County at which employees are located and business is regularly transacted:  Yes  No If "yes" is checked, provide supporting detail: \_\_\_\_\_

**Conflict of Interest Disclosure Certification**

Except as listed below, no employee, officer, or agent of the firm has any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and, this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud.

Exceptions: \_\_\_\_\_

General Vendor Information and Proposal Signature:			
Firm Name:	ComPsych Corporation		
Street Address:	455 N. Cityfront Plaza Drive Chicago, IL 60611		
Mailing Address (if different):	_____		
Telephone No.:	312-706-1519	Fax No.:	312-660-5481
E-mail:	dgrenolds@compsych.com		
FEIN No.	36-3739789	Prompt Payment Terms:	% _____ days, net 30
Signature:			Date: 3/27/14
Print Name:	Dale Grenolds		Title: Senior Vice President, Sales and Account Services

**THE FOLLOWING DOCUMENTS ARE ATTACHED**

- 1. An interactive Excel Questionnaire including Tabs named Explanation, Network Comparison, Rate Quote, Performance Guarantees, Census, and Officer is to be completed by the responding Vendor and submitted in conjunction with the vendor's initial response.**
- 2. Lake County Board of County Commissioners EAP experience reports.**

**Request for Proposal (RFP) for Lake County Board of County Commissioners  
Employee Assistance Program (EAP)**

To Vendor: Use Column B to provide a brief explanation. However, if the length of the explanation is greater than 250 characters, you must use the "Explanation" worksheet to provide your actual explanation.

Employee Assistance Program RFP 2014		Answer Format	Response	Explanation
<b>PLAN IDENTIFICATION/CONTACTS</b>				
1.	Organization Name	text	ComPsych Corporation	
2.	Web Address	text	www.compsych.com	
3.	Home Office/Headquarters Street Address	text	455 N. Clybourn Plaza Dr.	
4.	City	text	Chicago	
5.	State	text	Illinois	
6.	Zip	text	60611	
7.	Primary Contact for RFP	text	Dennis Listakos	
8.	Primary Contact Telephone #	text	312-680-1075	
9.	Primary Contact Fax #	text	312-680-7593	
10.	Company ownership/controlling interest	text	Private	
11.	Taxpayer ID #	text	36-3739763	

Contacts		Answer Format	Response	Explanation
Please list the personnel your organization will assign to help administer the EAP Program for each component below:				
12.	<b>Account Manager</b>			
a.	Name / Title	text	David Cunningham/Senior Account Manager	
b.	Location	text	Chicago	
c.	Years with your Organization	text	6 years	
d.	Current Work Load	text	9 accounts	
13.	<b>Account Service Contact</b>			
a.	Name / Title	text	David Cunningham/Senior Account Manager	
b.	Location	text	Chicago	
c.	Years with your Organization	text	9 years	
d.	Current Work Load	text	9 accounts	
14.	<b>EAP Clinical Contact</b>			
a.	Name / Title	text	Dr. Eva Antonavicz/Clinical Director	
b.	Location	text	Chicago	
c.	Years with your Organization	text	21 years	
d.	Current Work Load	text	NA - As ComPsych's clinical director, she is not assigned to specific accounts.	

RFP COMPLIANCE		Answer Format	Response	Explanation
1.	Please confirm that your proposal is issued in accordance with RFP 14-DH19	Yes/No	Yes	ComPsych can deliver all services outlined in Section 2, Statement of Work.
2.	If there are deviations, please identify them clearly. If you need more space, please use the "Explanation" column and/or worksheets. Indicate the question answered.	text	ComPsych has comments regarding Section 1- General Terms and Conditions, and Section 3- Special Terms and Conditions.	
3.	Fees have been determined for at least three (3) years in the "Rate Quote" worksheet.	Yes/No	Yes	With a five-year contract, we guarantee a five-year rate.
4.	Confirm your organization's ability to allow monthly self-billing and indicate the deadline for payment of EAP fees under your organization's process.	text	Confirmed. Payment is due within 60 days.	
5.	Vendor agrees to hold harmless language set forth in the RFP	Yes/No	Yes	
6.	Please prepare a "Geo-Access" report. Be sure to list zip codes where access standards are not met. Indicate if your organization's network is statewide in-network where EAP services are covered outside the Lake County Area and a national network where EAP services are covered outside of Florida. Please see access standards below.	Attached/Not Attached	Attached	We have provider access coverage for 100 percent of the County's employees with a 20-mile radius. ComPsych has 24,000 network providers throughout the country.
7.	<b>Psychiatrists</b>			
a.	Number of Providers Available	number	82	However, we do not utilize medical doctors in our EAP network.
b.	Miles From Residence	number	within a 20-mile radius	
8.	<b>Clinical Psychologists</b>			
a.	Number of Providers Available	number	40	
b.	Miles From Residence by provided zip code	number	within a 20-mile radius	
9.	<b>Licensed Medical Social Workers</b>			
a.	Number of Providers Available	number	129	
b.	Miles From Residence by provided zip code	number	within a 20-mile radius	
10.	Provide the following additional information:			
a.	A copy of a suggested Employer Contract with a statement that the sample includes all exclusions and limitations that will apply to a policy issued to The County. Name the file: Your Organization's Name   Sample Employer Contract.	Attached/Not Attached	Attached	The attached sample agreement includes all exclusions and limitations that will apply to a policy issued to The County.

b.	A copy of the provider's appeal and grievance policies, if not specified in the Sample Employer Contract. Name the file: [Your Organization's Name], Appeal and Grievance Policies.	Attached/Not Attached	Attached	
c.	Provide copies of your communication materials and consumer brochures that your organization will provide during the year to educate members and bring awareness to the EAP and Work-Life services available. Name the file: [Your Organization's Name], Standard Communication Materials.	Attached/Not Attached	Attached	
d.	Please provide a copy of your reporting package that meets the specifications listed in Item 1, of the Scope of Services. Name the file: [Your Organization's Name], Standard Management Reporting Package.	Attached/Not Attached	Attached	
e.	Confirm that your Organization completed the EAP Provider Network Comparison tab.	Yes/No	Attached	
f.	Confirm that your Organization has provided a demonstration website and indicate the website address with a User ID and password.	text	Attached	Go to <a href="http://www.guidanceresources.com">www.guidanceresources.com</a> with username "lakeeap" and password "lakeeap1". The demo is available until 06/30/14.

III.	ADMINISTRATIVE AND OPERATIONAL CAPABILITIES	Answer Format	Response	Explanation
1.	List any accreditations your organization currently holds. Do not include descriptions of the information listed.	text	URAC/Jan Review Accreditation Commission (URAC)	
2.	List your EAP call-in member service location, days and hours of operation. Indicate locations of any outsourced member service representatives outside of the United States.	text	Our headquarters in Chicago serves as the primary call center location, open 24 hours a day, seven days a week. We also have call centers in Florida and Las Vegas. We do not outsource our services.	

IV.	EAP NETWORK	Answer Format	Response	Explanation
1.	Describe the procedure a provider must follow to get EAP Visits authorized. How often must a provider obtain authorization for continuation services?	text	After we refer a caller to a provider in our network, we call the provider's office about the referral, authorize care, and confirm appointment availability.	If it turns out that an employee needs one or two sessions more than the allowed number, we will authorize them to support successful completion of the process. We also will help transition the employee to the benefit plan if longer-term care is needed.
2.	What percent of your Lake County Area EAP network providers have been terminated if their contracts were allowed to expire in the past 12 months?	percentage	Yes	10%
3.	List your Organization's number of EAP Master-level Psychological providers in your network having offices in each County. Count a provider with multiple offices only once.	number	NONC - All psychologists in our network are PhD-level. Master-level psychologists do not fit our provider criteria.	
a.	Lake	number	0	
b.	Sumter	number	0	
c.	Marion	number	0	
d.	Volusia	number	0	
e.	Seminole	number	0	
f.	Orange	number	0	
g.	Osceola	number	0	
h.	Polk	number	0	
4.	List your Organization's number of EAP Master-level Child Social Worker providers in your network having offices in each County. Count a provider with multiple offices only once.	number		
a.	Lake	number	4	
b.	Sumter	number	1	
c.	Marion	number	2	
d.	Volusia	number	5	
e.	Seminole	number	4	
f.	Orange	number	3	
g.	Osceola	number	3	
h.	Polk	number	2	
5.	List your Organization's number of EAP Other Licensed counselors in your network having offices in each County. Specify the type of provider.	number		
a.	Lake	number	0	
b.	Sumter	number	0	
c.	Marion	number	0	
d.	Volusia	number	0	
e.	Seminole	number	0	
f.	Orange	number	0	
g.	Osceola	number	0	
h.	Polk	number	0	
i.	Ph.D. Psychologist	number	Lake-2 Sumter-0 Marion-7 Volusia-4 Seminole-6 Orange-12 Osceola-1 Polk-10	





10.	What protocols will be used to get the member to the most appropriate level of care?	text	<p>Employee always reach our GuidanceConsultants, who are master-level clinicians—never an answering service or an automated menu system. Our GuidanceConsultants are ComPsych employees who will listen to County employees' issues, assess their needs, and refer them to specialists to resolve their issues. As GuidanceConsultants talk to individuals, they will document details such as the following:</p> <ul style="list-style-type: none"> <li>&gt; Presenting problem, symptoms and family history</li> <li>&gt; Risk—individual's thoughts of hurting themselves or others including plans, actions, history, potential victims</li> <li>&gt; Alcohol/substance abuse—drug of choice, amount of use, use frequency, date of onset, date of last use, treatment history</li> <li>&gt; Domestic violence—the most recent occurrence, the frequency and history, medical attention needed currently or in the past, police or legal involvement currently or in the past, safety plan</li> <li>&gt; Current treatment—level of care, facility name and address, therapist name and phone number, medication and dosage</li> <li>&gt; Psychiatric treatment history</li> <li>&gt; Work or school-related issues—performance, attendance, peer relationships, unprofessional behavior, workplace violence</li> </ul>	<p>In the great percentage of cases that cannot be resolved within the EAP, such as when long-term or specialized care is needed, GuidanceExperts will consult with ComPsych clinical care reviewers. Together, GuidanceExperts and clinical care reviewers will examine the diagnosis, treatment plan, employee motivation and support system. Using a comprehensive assessment and information about employee benefit plans, they will identify appropriate and cost-effective treatment for the individual. Clinical care reviewers offer expertise, workplace sensitivity and an employee-centered perspective, while recognizing that health plans are ultimately responsible for determining employees' level of care.</p>
11.	Confirm that your organization will provide access to a licensed professional any time day or night to assist in member crisis intervention.	text	<p>Confirmed. During emergency calls, ComPsych's GuidanceConsultants use their crisis intervention skills to implement crisis protocols immediately. They coordinate face-to-face services with a hospital emergency room or an EAP GuidanceExpert. ComPsych's staff telephone counselors can assist if employees need counseling, but cannot or do not want to schedule a face-to-face visit because of their schedules, a lack of child care or transportation, or an illness or injury. Telephone counseling involves the same procedures as in-person counseling, including assessment and treatment.</p>	
12.	Confirm that your network providers will schedule an urgent EAP visit within 24 hours and a nonurgent visit within 3 business days.	text	<p>For routine matters, individuals can schedule an appointment in an average of three days. These routine face-to-face appointments are available six days a week. If employees have an urgent request, we will provide care through a referral to a GuidanceExpert within 48 hours.</p>	
13.	Describe your Organization's process for resolving and maintaining a complaint regarding service-related or other complaints reported by covered participants.	text	<p>In ComPsych's internal online complaint registration and tracking process, the account manager who is responsible for the account from which the complaint originated oversees and manages the process for each complaint. Once our network services department resolves a complaint about a provider, a specialist will research the complaint to learn what happened and bring this issue to resolution. Procedural issues (such as billing) are most often easily resolved. We escalate quality of care issues to ComPsych's clinical director, who speaks with the provider directly. We then further escalate the issue to ComPsych's credentialing committee for final resolution.</p> <p>We track all complaints about providers, monitoring each for any repeats of complaint issues per provider, which could result in termination. Should the complaint pertain to a quality of care issue or general dissatisfaction with the provider, we will offer the employee a new referral.</p> <p>We review complaints at our weekly operations meetings, which our chief executive also attends. Our quality management department monitors corrective action plans and modifies our processes, if necessary, to ensure that we eliminate the causes of the complaint.</p>	

Please provide five (5) references of clients similar in employee size and industry to Lake County SCC currently using services requested in this RFP.			
1.	Reference #1		
a.	Company Name	text	Pineas County Sheriff's Office
	Contact Person	text	Drenda Gault
	Title	text	Benefits & Compensation Manager
	Phone #	text	727-682-6174
	Fax Phone #	text	727-682-4860
	Email Address	text	bgault@psynet.com
	# Years of your client	number	1.5 years
	Number of covered employees by coverage type	number	3,489
	List coverages in place similar to those in this RFP	text	EAP, work-life, legal, financial, GuidanceResources Online
	Reference #2		
b.	Company Name	text	Lee County

Contact Person	text	Stephanie Figueroa	
Title	text	Human Resources Manager	
Phone #	text	281-883-2900	
Fax Phone #	text	281-883-2459	
E-mail Address	text	stf1011@leesgov.com	
# Years as your client	number	2 years	
Number of covered employees by coverage type	number	3,883	
List coverages in place similar to those in this RFP	text	EAP, DOL, work-life, legal, financial, GuidanceResources Online	
<b>Reference #3</b>			
Company Name	text	City of St Petersburg	
Contact Person	text	Jason Hall	
Title	text	Benefits Supervisor	
Phone #	text	727-890-7462	
Fax Phone #	text	727-892-5631	
E-mail Address	text	jason.hall@stpete.org	
# Years as your client	number	3 years	
Number of covered employees by coverage type	number	2,700	
List coverages in place similar to those in this RFP	text	EAP, work-life, legal, financial, Health/Guidance, GuidanceResources Online	
<b>Reference #4</b>			
Company Name	text	Durham County, North Carolina	
Contact Person	text	Cheala Garland-Downey	
Title	text	Benefits Director	
Phone #	text	919-600-7931	
Fax Phone #	text	NA	
E-mail Address	text	cgardland-downey@durham.gov	
# Years as your client	number	6 years	
Number of covered employees by coverage type	number	1,900	
List coverages in place similar to those in this RFP	text	EAP, work-life, legal, financial, GuidanceResources Online, FMLA	
<b>Reference #5</b>			
Company Name	text	City of Venice	
Contact Person	text	Mary Ann Ellis	
Title	text	Benefits Coordinator	
Phone #	text	941-486-2625 ext. 21304	
Fax Phone #	text	941-486-5906	
E-mail Address	text	maellis@ci.venice.fl.us	
# Years as your client	number	2.5 years	
Number of covered employees by coverage type	number	270	
List coverages in place similar to those in this RFP	text	EAP, work-life, legal, financial, GuidanceResources Online	
<b>2. Number of clients that terminated their contracts in the last 12 months</b>			
a. Number of clients 2016	number	270	
b. Reason for termination	text	Our high customer retention rate reflects the value we place on customer service. Customer terminations are very rare for us, and when they do happen, they are typically not the result of service-related issues but rather due to acquisitions by other companies or switching disability service carriers.	
c. Number of clients 2017	number	209	
d. Reason for termination	text	Our high customer retention rate reflects the value we place on customer service. Customer terminations are very rare for us, and when they do happen, they are typically not the result of service-related issues but rather due to acquisitions by other companies or switching disability service carriers.	
e. Number of clients 2018	number	167	
f. Reason for termination	text	Our high customer retention rate reflects the value we place on customer service. Customer terminations are very rare for us, and when they do happen, they are typically not the result of service-related issues but rather due to acquisitions by other companies or switching disability service carriers.	

# Request for Proposal (RFP) for Lake County Board of County Commissioners

## Explanation

Use this worksheet to provide additional explanation for any questions for which a "no" response was given. Explanations must be numbered to correspond to the question to which they pertain and they must be brief.

State the number of questions you addressed with further explanation:

Section/ Question #	Explanation
Section 1.14.1, Tab D	As a privately held company, we do not provide financial statements. However, our company is financially sound and stable. We count Dun and Bradstreet and Sun Life among our customers. A customer since 2002, the Internal Revenue Service (IRS) performed substantial investigative due diligence on our financial stability before awarding initial and subsequent contracts to ComPsych. For more information, please contact Robert K. Jacobson, MBA, CPA, Chief Financial Officer, at 312-595-4003.
Section 1.16, Public Records/Copyright	ComPsych requests the opportunity to discuss this requirement.
Section 3.2 A, General Terms and Conditions	Proposer Qualification- ComPsych requests the opportunity to discuss the requirements for #'s 2, 3 & 5.
Section 3.17, General Terms and Conditions	Non-exclusivity- ComPsych requests the opportunity to discuss this requirement as it relates to the billing of the services.
Section 3.27, General Terms and Conditions	Termination for Default- ComPsych requests the opportunity to discuss this requirement as it relates to payment for re-procurement costs.
Section 3.29, General Terms and Conditions	Right to Audit- ComPsych requests the opportunity to discuss this requirement to remove financial records from the audit rights.
Section 3.30, General Terms and Conditions	Public Records/Copyrights- ComPsych requests the opportunity to discuss this requirement to limit the license for use to reports provided by Contractor.



# Request for Proposal (RFP) for Lake County Board of County Commissioners

## Rate Quote

EAP fees are to be guaranteed for a minimum of three (3) years. Claims administration for incurred but not reported run out claims following termination of the contract are to be included in the proposed fees. Use the "All Eligible Employee" count to calculate the Per Employee per Month (PEPM) cost below.

Current Rate & Enrollment	
Current # of Eligible Employees	1279
Rate Per Employee Per Month	\$1.30

Proposed Rate (pepm)	
TOTAL (pepm)	\$1.30

EAP Minimum Services Included in Proposed PEPM rate	Yes/No	Additional Fees for Services Exceeding the Minimums
Services provided to all benefits-eligible employees and dependents.	Yes	
Individual face to face one on one assessment, and follow-up appointments, with up to 6 visits per presenting issue per year.	Yes	
Up to 3 telephonic sessions per issue.	Yes	
24 hour/7 days a week access to telephonic counseling.	Yes	
Unlimited Critical Incident Crisis intervention for all County employees and participating Agency employees.	Yes	Except in cases of disaster, ComPsych will provide up to four hours of CISM services at no cost. Additional hours will be billed at \$225/hour plus travel, if required, upon terms which the University and ComPsych mutually agree.
Participation in Annual Open Enrollment Benefits and Employee Health Screenings	Yes	
Supervisory referrals and self-referrals	Yes	
Annual Supervisory Training to assist them in resolving workplace issues and in making necessary referrals.	Yes	16 hours total for training/seminars/workshops Included: \$150/each additional hour
Community resources and other program referrals to assist members	Yes	
Referral and integration with behavioral health benefits in health plan	Yes	
At least eight (8) on-site seminars and wellness workshops (Include a list of programs available in TAB B.	Yes	15 hours total for training/seminars/workshops Included: \$150/each additional hour
Web site access for participants to include information on the EAP services, information on clinical and non-clinical topics pertaining to EAP, consumer tools, and information on how to access EAP services.	Yes	
Educational materials including EAP brochures, instructions on how to access the EAP, newsletters, and posters	Yes	
Quarterly utilization reports to include: Quarterly and year to date services by assistance category; breakdown of individual, group, and telephonic sessions; number of members by number of sessions; work/life utilization; online use; services by provider; times from initial call to actual session; employee satisfaction survey results; provider network retention; and results of additional services provided.	Yes	
Attendance at quarterly administrative meetings	Yes	
Work/Life services for: Child care services; Adult care services; financial assistance; and Legal assistance.	Yes	
Fitness for Duty Assessment (Services to be provided and Assessment fees may be charged separately. List fees under Additional Fees)	Yes	A ComPsych fitness-for-duty specialist will provide the County's HR contact with referral information (a local psychiatrist or psychologist) for a fitness-for-duty evaluation. We identify the provider's availability and estimated provider's fee.
Department of Transportation Substance Abuse Professional Evaluations (Services to be provided and Assessment fees may be charged separately. List fees under Additional Fees)	Yes	\$840/case

List any assumptions, limitations, or exclusions that are conditions of the EAP fees your Organization is proposing. Indicate any impact to your proposed fees if any of these conditions are not met.

Assumptions, Limitations, or Exclusions	Impact
Rate Guarantee	
Rates guaranteed for how many years?	up to 5 years

# Request for Proposal (RFP) for Lake County Board of County Commissioners

## Performance Guarantees

List the Performance Guarantees your Organization has included in your proposal.

Issue/Service	Performance Standard	Performance Guarantee
Provider Network	Involuntary provider turnover less than 3% annually	1%
Customer Service:		
Average Speed of Answer	Answer within an average of 20 seconds or less	1%
Call Abandonment Rate	3% or less of calls to intake	1%
Reporting	Quarterly, within 30 days of end of each quarter	1%
Account Management	Organization will maintain experience, dedicated account service contacts to provide timely service to Lake County Human Resources personnel	1%
Employee Satisfaction	95% of all participants who respond to the survey will report satisfaction with services	1%
Please indicate any additional guarantees that your Organization is proposing, if any.		
Indicate the supporting documentation you will provide for your performance guarantees and specify the frequency of reporting outcomes to the County.	Quarterly reports	
Confirm that the guarantees will be in effect for the entire length of the contract.	Confirmed	

## Request for Proposal (RFP) for Lake County Board of County Commissioners

### Census

Zip	Count
32102	2
32110	1
32127	1
32128	1
32158	1
32159	17
32162	2
32169	1
32179	1
32180	1
32189	1
32195	8
32223	1
32667	1
32702	19
32703	8
32707	2
32708	4
32712	12
32713	5
32714	4
32720	10
32725	2
32726	107
32727	5
32732	1
32735	26
32736	59
32738	6
32744	1
32746	3
32750	3
32751	1
32756	8
32757	84
32760	1
32763	1
32765	2
32766	1
32767	12
32771	4

32773	3
32774	1
32776	34
32778	140
32779	2
32784	72
32792	1
32798	1
32801	1
32803	1
32804	1
32806	2
32808	1
32810	2
32812	4
32817	2
32818	3
32821	1
32822	1
32825	4
32827	1
32828	1
32829	3
32835	4
32837	3
32839	1
32937	1
32951	1
32966	1
33470	2
33513	2
33514	2
33523	2
33538	7
33539	1
33543	1
33585	2
33597	7
33810	1
33837	1
33896	1
33898	1
34420	4
34433	1
34450	1
34465	1
34471	2

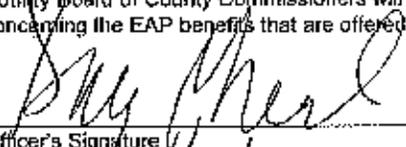
34472	1
34473	3
34476	1
34480	1
34482	1
34484	4
34488	1
34491	7
34604	2
34606	1
34683	1
34705	21
34711	69
34712	2
34713	2
34714	12
34715	31
34729	1
34731	29
34734	1
34736	31
34737	17
34746	1
34748	65
34749	10
34753	14
34755	4
34756	7
34759	1
34761	8
34762	5
34769	3
34772	2
34785	8
34786	2
34787	11
34788	74
34789	1
34797	7
34847	1
34983	1
61341	1

# Request for Proposal (RFP) for Lake County Board of County Commissioners Officer Certification

Please have an Officer review and sign this worksheet to confirm the information is valid.  
Please include the completed form with your proposal.

OFFICER'S STATEMENT	
EAP Vendor Legal Name	ComPsych Corporation
EAP Vendor Marketing Name	ComPsych Corporation
Street Address	455 N. Cityfront Plaza Dr.
City	Chicago
State	Illinois
Zip	60611
Phone Number	312-595-4000
Fax Number	312-660-5491
Web Address	<a href="http://www.compsych.com">www.compsych.com</a>
Name of Officer completing statement	Dale Grenolds
Title of Officer completing statement	Senior Vice President, Sales and Account Services
Phone Number of Officer completing statement	312-705-1519
Email Address of Officer completing statement	<a href="mailto:dgrenolds@compsych.com">dgrenolds@compsych.com</a>

I certify that our response to Lake County Board of County Commissioner's Employee Assistance Program (EAP) RFP is complete and accurate to the best of my knowledge and contains no material omissions or misstatements. I further understand that our Organization will be bound by the contents of our proposal. I acknowledge that Lake County Board of County Commissioners will rely upon the information included in our response to make decisions concerning the EAP benefits that are offered to its employees.

  
 Officer's Signature \_\_\_\_\_  
 3/31/14  
 Date Signed \_\_\_\_\_



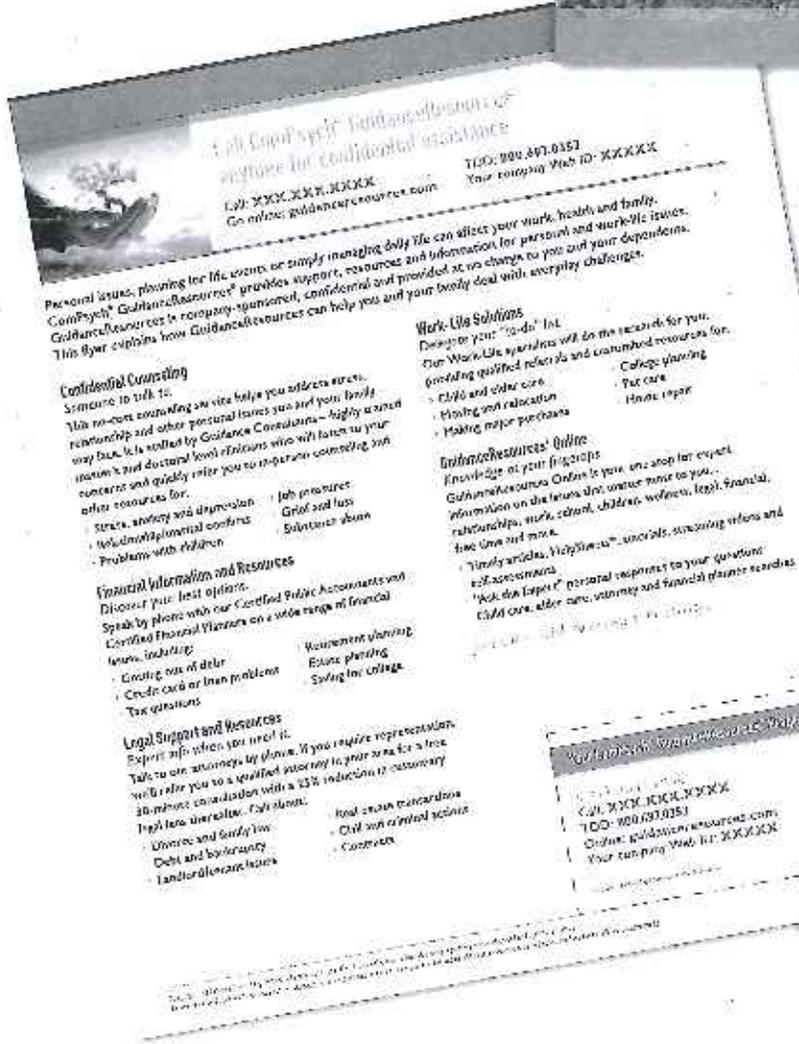
**STAY AHEAD** of Workplace Issues

**Sample Communication Materials**

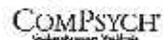
# Announcing the EAP

## ComPsych® GuidanceResources® Program

The Employee Program Brochure Provides description of benefits and information on how to access services.  
Has an optional wallet card and mailing panel for home mailings.



Announcement Letter—  
Announcement of the  
EAP to employees. Includes  
a brief explanation of services.



Dear Employee:

We are pleased to announce that ComPsych® is now an approved provider of Employee Assistance Program (EAP) services for your company. The EAP is designed to provide confidential and confidential support, resources and information for personal and work-life issues. These services are provided at no cost to you and your family.

**Employee Assistance Program (EAP) for Confidential Counseling**  
Life can be stressful. The EAP is designed to provide confidential and confidential support, resources and information for personal and work-life issues. These services are provided at no cost to you and your family.

**Financial Information and Resources**  
Discover your best options. Speak by phone with our Certified Public Accountants and Certified Financial Planners on a wide range of financial issues, including:  
- Credit card or loan problems  
- Tax questions  
- Retirement planning  
- Estate planning  
- Saving for college

**Legal Support and Resources**  
Expert info when you need it. Talk to our attorneys by phone. If you require representation, we'll refer you to a qualified attorney in your area for a free 30-minute consultation with a 15% reduction if necessary. High fees thereafter. Call about:  
- Divorce and family law  
- Debt and bankruptcy  
- Landlord/tenant issues  
- Real estate transactions  
- Civil and criminal justice  
- Consumer

**Work-Life Solutions**  
Design for your "to-do" list. Our Work-Life specialists will do the research for you, providing qualified referrals and customized resources for:  
- Child and elder care  
- Moving and relocation  
- Making major purchases  
- College planning  
- Pet care  
- Home repair

**GuidanceResources® Online**  
Knowledge at your fingertips. GuidanceResources Online is your one-stop for expert information on the topics that matter most to you... relationships, work, school, children, wellness, legal, financial, time care and more.  
- Family studies, "Psychology", articles, streaming videos and eResources  
- "Ask the Expert" personal responses to your questions  
- Child care, elder care, attorney and financial planner searches

Call: XXXX.XXXX.XXXXXX  
TOLL: 800.897.0353  
Online: guidanceresources.com  
Your company Web ID: XXXXXX

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## Ongoing Communications

Quarterly Posters, Monthly Calendars, Monthly HelpSheets and more— Timely, fun topics to improve your employees' lives and remind them of their services. Available on the ComPsych ResourceCenter (CRC)



**Don't Text and Drive**

Don't text while driving. Texting while driving is so it takes your hands off the wheel and your eyes

is a phone, texting, joddy, dr  
ix while driving,  
especially teenagers,  
ormation on distracted dri  
ort. 24/7, from your employ  
TDD: 800.497.8  
Your company

**MONEY MATTERS**

Save the New Year right now! The start of your financial year is here. Don't let your spending spiral out of control. Here are some tips to help you stay on track. (Check, credit) can add up fast. Don't let your credit card checking accounts or a balance transfer to a new card. Pay off as many as you can. Don't let your credit card balance get too high. Don't let your credit card balance get too high. Don't let your credit card balance get too high.

**December 2013**

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

For more information on this and other topics, contact [CustomerResource.com](http://CustomerResource.com) or your HR department.

ComPsych<sup>®</sup>  
CustomerResource<sup>™</sup>

**Ready, Set, Move!**

Are you moving? Moving is a big event. It's a time to get organized and make sure you have everything you need for your new home. Here are some tips to help you get started.

**Why is Safe on Your Summer Vacation?**

Summer is the perfect time to take a break from work and enjoy the outdoors. But it's also a time when accidents and injuries are more likely to occur. Here are some tips to help you stay safe during your summer vacation.



## Additional Communications



### FINANCIAL RESOURCES



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### Bright Ideas

Call: 800.999.2000  
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Online: [guidanceresources.com](http://guidanceresources.com)  
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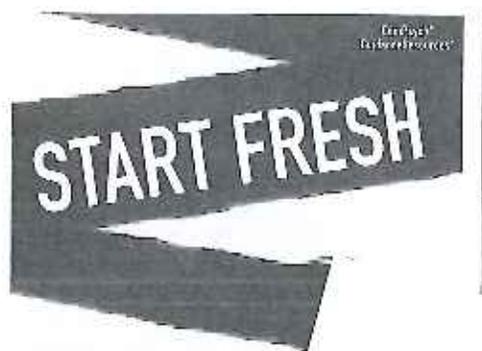
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Custom posters, postcards, magnets, HelpShoots, etc. available on request.



Explore your options and find answers. Contact your GuidanceResources<sup>®</sup> program for confidential expert information and valuable resources for stress. Services are available 24/7, at no cost!

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Your company Web ID: XXXXXX

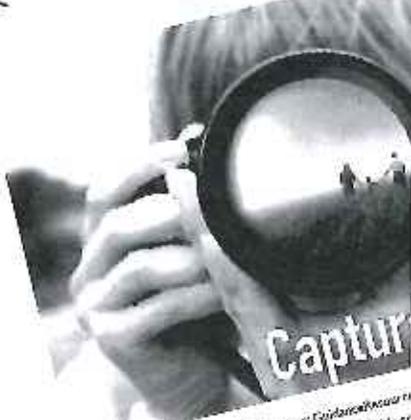
[www.guidanceresources.com](http://www.guidanceresources.com)



### GET GOING!

Need an everyday problem and answers sent to your way? Our confidential support and resources you need to make the most of your life. Our GuidanceResources<sup>®</sup> program offers free 24-hour support 24 hours a day, 7 days a week.

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TDD: 800.999.2000  
Online: [guidanceresources.com](http://guidanceresources.com)  
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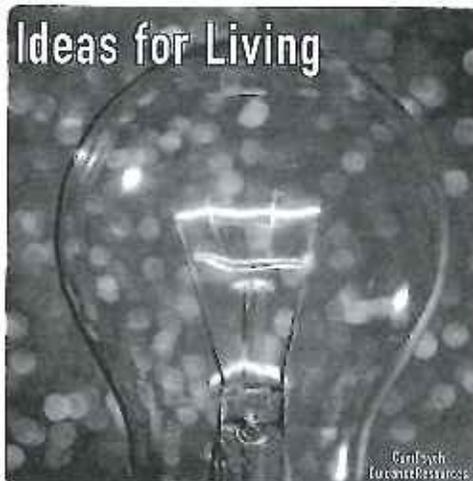


### Capture

Focus on what's important. Contact your GuidanceResources<sup>®</sup> program for confidential support, expert information and valuable resources for stress. Services are available 24/7, at no cost to you.

Call: 800.999.2000  
TDD: 800.999.2000  
Online: [guidanceresources.com](http://guidanceresources.com)  
Your company Web ID: XXXXXX

[www.guidanceresources.com](http://www.guidanceresources.com)



### Ideas for Living

Contact your GuidanceResources<sup>®</sup> program for free, confidential support and resources, 24 hours a day and 7 days a week, to help you manage life's issues.

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TDD: 800.999.2000  
Online: [guidanceresources.com](http://guidanceresources.com)  
Your company Web ID: XXXXXX

[www.guidanceresources.com](http://www.guidanceresources.com)

## Appeals and Grievances Policy

### **Appeals Process**

Due to our policy of reviewing every case and maintaining strong provider relationships, appeals are extremely infrequent. Our low appeals rate also reflects our balanced approach to saving customers money while preserving the quality of care.

Our appeals coordinators manage all appeals and determine the necessary steps to address the substance of the appeal. Appeals coordinators consult with ComPsych's clinical director, medical director, and claims director as appropriate. All appeals are handled within the timeframes required by the Employee Retirement Income Security Act (ERISA), but ComPsych usually handles these cases more quickly than required by ERISA. ComPsych's senior vice president of quality management tracks all appeals, and reports are generated monthly for review by ComPsych's Appeals Review Committee.

ComPsych's standard appeals description, which accompanies a denied claim, is offered below.

### ***Standard Legal Appeals Description***

Employees or their designated representative (hereinafter collectively referred to as "employees") have 180 calendar days to appeal a denied claim. To initiate an appeal, employees must submit such appeal in writing to ComPsych's appeals coordinator. Upon receipt of appeal, ComPsych will determine the appropriate individual to review the case. This individual will not be the person who made the initial determination nor the subordinate of the person who made the initial decision, and such individual will not afford deference to the initial adverse determination.

To the extent the denial was based on clinical judgment, the reviewer will consult with a health care professional who has appropriate training and experience in the field of medicine involved in the clinical judgment. This health care professional will not have consulted on the adverse determination that is the subject of the appeal nor be the subordinate of any such individual. Upon request, ComPsych will inform the employee of the identity of the experts whose advice was obtained in connection with the employee's claim, without regard to whether the advice was relied upon in making the determination.

The employee has the opportunity to submit written comments, documents, records, and other information relevant to the employee's claim. The review of the claim will take into account all comments, documents, records and other information submitted by the employee relating to the claim, without regard to whether such information was submitted or considered in the initial benefit determination. The employee will be provided, upon request and free of charge,

reasonable access to, and copies of, all documents, records and other information relevant to the claim.

Appeals for pro-service claims will be determined by ComPsych within 15 calendar days of receipt of the appeal. Appeals for post-service claims will be determined by ComPsych within 30 calendar days of receipt of the appeal.

When a claim is deemed urgent, as defined by ERISA, a request for an expedited appeal may be made orally or in writing. ERISA defines an urgent claim as "any claim for medical care or treatment with respect to which the applications of the time period for making non-urgent care determinations: (a) could seriously jeopardize the life or health of the claimant or the ability of the claimant to regain maximum function, or, (b) in the opinion of a physician with knowledge of the claimant's medical condition, would subject the claimant to severe pain that cannot be adequately managed without the care or treatment that is the subject of the claim."

In addition, all necessary information may be transmitted between ComPsych and the employee by telephone, facsimile, electronic mail or other available similarly expeditious methods. Expedited appeals for urgent claims will be determined by ComPsych within 72 hours of receipt of the appeal.

If ComPsych upholds a denial, clients may initiate a second-level appeal. Requests for second-level appeal must be made within 30 days of receipt of notification that the denial was upheld. To initiate a second-level appeal, employees must submit the appeal in writing to ComPsych's appeals coordinator.

### **Grievance Policy**

ComPsych does not distinguish between complaints and formal grievances; we view both to be equally important.

We follow an online registration and tracking process in the handling of each complaint, ensuring a consistent, appropriate response to each issue. We document calls about any dissatisfaction with a service and route the documentation to the appropriate department for immediate action. We also forward a copy to the quality management department, which tracks, monitors and trends results. The account manager addresses complaints with the employee and manages the process.

Complaints are reviewed monthly with our grievance committee and chief executive officer. Our quality management department monitors corrective action plans and modifies our processes, if necessary, to ensure that we eliminate the causes of future complaints.

# COMPSYCH®

The GuidanceResources Company™

## AGREEMENT

Date

Name

Company

Street Address

City, State, Zip

Dear Ms./Mr. \_\_\_\_\_:

This is to confirm the agreed upon terms and conditions surrounding ComPsych Corporation's (hereinafter referred to as "ComPsych") delivery of a GuidanceResources Program (a "Program") to employees of \_\_\_\_\_ (hereinafter referred to as "Client") to begin January 1, 2009 ("Commencement Date"). The terms and conditions are as follows:

1. **Term:** Initial term of \_\_\_\_ ( ) years for the delivery of a Program to approximately \_\_\_\_\_ employees located in the United States. After the expiration of the initial term (\_\_\_\_ 3, 20\_\_), this Agreement shall automatically renew for successive \_\_\_\_ ( ) year periods unless either party shall deliver to the other party written notice of non-renewal not less than one hundred and twenty (120) days prior to the expiration of the initial term or any applicable renewal term.
2. **Fees:**
  - (A) Client agrees to pay ComPsych a fee of \$\_\_\_\_\_ per employee per month. Client agrees to provide ComPsych with quarterly updated employee counts. Fees to be paid by Client to ComPsych shall be adjusted to reflect the updated employee counts. Payment for services is due on a quarterly basis beginning on the Commencement Date and thereafter on or before each three (3) month anniversary of the Commencement Date. In the event that any payment due ComPsych hereunder is not received by ComPsych from Client when due, a delinquency charge shall be assessed on each installment assessed in default for not less than five (5) days in an amount not to exceed five percent (5%) for each month the installment remains unpaid or the maximum amount allowed by law, in addition to attorney's fees and other costs and expenses incurred by ComPsych to collect any amounts due hereunder. ComPsych reserves the right to amend its fees in the event of any changes to Client's benefit plan or in the event of any other program or administrative changes due to state or federal law.
  - (B) Travel expenses (associated with, for example, training, CISDs, Account Management, etc.) are billed separately and are due ten (10) days after receipt of invoice by Client.
  - (C) Client's Program includes, at no additional charge, all initial telephone consultation following a critical incident. However, any clinical on-site intervention time and travel time will be billed at a rate of \$225.00 per hour plus related expenses. ComPsych shall invoice Client and Client agrees to pay ComPsych within ten (10) days after its receipt of each invoice.
  - (D) Client must give ComPsych at least five (5) days advance notice if it wishes to cancel any scheduled training, on-site intervention or other on-site service or else charges will apply.
3. **Exclusivity:** During the term of this Agreement, Client warrants that ComPsych shall be the exclusive provider of the services under this Agreement to all employees of Client, its affiliates and subsidiaries and that all such employees shall be covered under this Agreement.
4. **Services:** Services shall include those services described on Schedule I attached hereto. Client agrees that any and all communications disseminated by Client to employees and their family members regarding the Services to be rendered

by ComPsych hereunder shall: (a) if written, be subject to ComPsych's prior written approval, which approval shall not be unreasonably withheld; and (b) if oral, accurately reflect the terms hereof and comply with such guidelines as may be established, from time to time, by ComPsych. Frequency of distribution of promotional communications shall be mutually agreed upon by the parties.

5. **Plan Administration:** Client, as the Plan Administrator, shall retain all final authority for benefit eligibility under any and all applicable insurance and claim administration contracts and shall be fully responsible for its compliance with all applicable laws. Client will, at its cost, distribute all notices required by the Health Insurance Portability and Accountability Act (HIPAA).
6. **Force Majeure:** No failure, delay or default in performance of any obligation of ComPsych shall constitute an event of default or breach of the Agreement to the extent that such failure to perform, delay or default arises out of a cause, existing or future, that is beyond the control and without negligence of ComPsych, including, but not limited to: action or inaction of governmental, civil or military authority; fire, strike, lockout or other labor dispute; flood, war; terrorism; riot; theft; earthquake and other natural disaster.
7. **Taxes:** All fees quoted and payable under this Agreement exclude taxes. Client will pay or reimburse ComPsych for all applicable sales, services and other taxes (excluding taxes on ComPsych's net income) that may be levied upon the performance of services under this Agreement.
8. **Notices:** Any notice required hereunder will not be effective, unless in writing, signed by an authorized officer of the party delivering such notice, and sent by certified mail or recognized overnight carrier to the signatories below.
9. **Assignment:** Client must assign its rights and obligations under this Agreement to any successor by merger, consolidation or sale or other disposition of all or substantially all of its assets or stock.
10. **Amendment:** Any changes, additions, or deletions to this Agreement will not be considered binding or agreed to unless the modifications have been initialed or otherwise approved in writing by an authorized representative of the other party.
11. **Facsimile:** Facsimile transmission of an executed copy of this Agreement or any amendments hereto shall be accepted as evidence of a party's execution of the Agreement or amendment.
12. **Severability:** If and to the extent any provision of this Agreement is held illegal, invalid or unenforceable in whole or in part under applicable law, such provision or such portion thereof will be ineffective as to the jurisdiction in which it is illegal, invalid or unenforceable to the extent of its illegality, invalidity or unenforceability and will be deemed modified to the extent necessary to conform to applicable law so as to give the maximum effect to the intent of the parties. The illegality, invalidity or unenforceability of such provision in that jurisdiction will not affect the legality, validity or enforceability of such provision or any other provisions of this Agreement in any other jurisdiction.
13. **Governing Law:** This Agreement shall be interpreted under and governed by the laws of the State of Illinois, without regard to its conflict of laws rules.
14. **Clause Headings:** The clause headings appearing in this Agreement have been inserted for the purpose of convenience and ready reference. They do not purport to, and shall not be deemed to, define, limit or extend the scope or intent of the clauses to which they appertain.
15. **Entire Agreement:** This Agreement, together with the Schedules attached hereto, shall constitute the entire Agreement by and between the parties with respect to the subject matter hereof. There are no promises, terms, conditions, or obligations other than those contained herein and, this Agreement shall supersede all prior and contemporaneous communications, representations or agreements, either verbal or written, by and between the parties hereto, all of which are merged herein.

Please sign below to acknowledge Client's acceptance of these terms.

Sincerely,

Dr. Richard A. Chaifetz  
Chairman and CEO

Client Name

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Print Name

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**SCHEDULE I  
GUIDANCE RESOURCES  
COVERED SERVICES**

- **Account Management:** Client will be assigned an account manager who will serve as the contact person and provide Client with reports and feedback on the program.
  
- **Program Promotion:** Provide Client with up to \_\_\_ ( ) hours of a combination of the following types of customary training/promotional services per contract year; 1) employee/supervisor orientation sessions (in-person or via Webinar), 2) personal development workshops, and 3) health/enrollment fairs. Each training session will be a minimum of thirty (30) minutes in length and same-day training sessions must run consecutively, unless otherwise mutually agreed upon. All training sessions must be attended by a minimum of eight (8) participants. In the event a training session is attended by less than eight participants, the session shall count as two sessions (for example for a 1 hour training session, the session shall count as a 2 hour session if there are less than 8 participants). Training must be scheduled thirty days in advance. ComPsych will also provide customary promotional materials announcing and explaining the program to Client employees. Customized promotional materials and training are available at an additional cost.
  
- **Assessment, Counseling and Referral:** Assess the presenting problem of each participant requesting services and provide a maximum of \_\_\_ ( ) sessions per presenting problem if such problem is determined by ComPsych to be resolvable within the above number of sessions (In California a maximum of three sessions in a six month period with additional sessions for acute emergencies, consultations after referral or re-referral, or a consultation due to a management or union request for information or assessment regarding work performance issues). If the participant's presenting problem is determined not to be resolvable in the above number of sessions, the participant will be referred for alternative services after assessment.
  
- **Crisis Intervention/Critical Incident Debriefing:** ComPsych will provide crisis intervention and critical incident debriefing as and when determined necessary by Client. The date and time of the on-site intervention shall be mutually agreed upon by Client and ComPsych. Client will be charged an additional fee for any clinical on-site intervention.
  
- **Supervisor Consultation:** ComPsych professionals are available to provide technical support and policy-based information to supervisors and managers of Client.
  
- **Management Report:** ComPsych will prepare and provide to Client customary statistical management reports, without disclosure of the identity of any Participant utilizing the program services, as mutually determined.
  
- **Service Access:** Toll free telephone line access to guidance coordinators.
  
- **LegalConnect:** Provide Client employees and their family members with telephonic legal information and local referral upon request. If a local referral is requested, the employee or their family member shall be entitled to a free thirty minute consultation and thereafter a 25% reduction in the attorney's customary rates. However, ComPsych does not guarantee the availability of discounted fees in certain rural areas. The decision as to whether or not to utilize a resource identified by ComPsych shall rest solely with the Participant who has the sole and independent obligation to decide whether or not to retain such resource. ComPsych does not assume any liability with regard to the services performed by any resource.
  
- **FinancialConnect:** Provide Client employees and their family members with telephonic financial information

regarding their personal finances and related issues.

- **FamilySource:** Provide Client employees and their family members with child and/or elder care resources in the Participant's community. In addition, provide information on automobile purchases, relocation, pet services, apartment shopping, and mortgages. ComPsych does not control and is not responsible for the quality of services rendered by resources nor does ComPsych review or monitor their activities. A referral by ComPsych to a resource is not a recommendation, approval or representation by ComPsych regarding the standards, quality, competence or adequacy of such resource or its agents and employees or its facilities. The decision as to whether or not to utilize a resource identified by ComPsych shall rest solely with the Participant who has the sole and independent obligation to decide whether or not to contract with or otherwise retain or employ such resource. ComPsych does not assume any liability with regard to the services performed by any resource.
  
- **GuidanceResources Online:** Online (via [www.guidanceresources.com](http://www.guidanceresources.com)) information, resources, tools and other features on topics such as health & wellness, law & regulations, family & relationships, work & education, money & investments, consumer & leisure and home & auto.

Q1 Q2 Q3 Q4 Year to Date Last Year

## Overview

	Q1	Q2	Q3	Q4	Year to Date	Last Year
<b>Access to Services</b>						
<b>Telephones Access</b>						
EAP	608	636	594	563	2301	2079
FamilySource	91	85	50	38	267	288
FinancialConnect	30	33	30	11	106	104
GlobalConnect	81	132	111	2	326	354
HealthChampion	108	79	127	125	437	435
HealthyGuidance	106	131	105	117	459	231
LegalConnect	51	55	50	51	217	283
<b>Sub-Total</b>	<b>1065</b>	<b>1153</b>	<b>1068</b>	<b>905</b>	<b>4181</b>	<b>4012</b>
<b>Online Access</b>						
EAP	396	393	483	359	1616	1506
FamilySource	531	548	799	521	2599	2586
FinancialConnect	283	198	256	301	1078	1073
Global Connect	12	14	14	8	48	49
Health & Wellness	272	285	550	410	1457	1141
LegalConnect	314	308	408	383	1428	1419
<b>Sub-Total</b>	<b>1903</b>	<b>1824</b>	<b>2535</b>	<b>2098</b>	<b>8366</b>	<b>7875</b>
<b>Combined Access</b>						
EAP	1004	1029	1052	922	4007	3937
FamilySource	682	736	849	659	2926	2921
FinancialConnect	313	231	328	312	1184	1177
GlobalConnect	103	146	125	11	385	393
HealthyGuidance/Health & Wellness	334	342	590	11	1277	1279
LegalConnect	365	361	498	527	1751	1712
<b>Total</b>	<b>2811</b>	<b>2843</b>	<b>3411</b>	<b>2442</b>	<b>11507</b>	<b>11450</b>
<b>Special Services</b>						
Critical Incident Events (excluded from utilization)	5	6	5	4	21	21
Debriefing Sessions (excluded from utilization)	15	27	14	11	70	70
Debriefing Participants	39	96	17	29	181	180
Training Sessions (excluded from utilization)	29	23	21	4	77	77
Training Session Participants	452	226	238	81	1007	1002
Health Fairs (excluded from utilization)	0	4	8	0	12	12
<b>Total Utilization</b>	<b>3312</b>	<b>3165</b>	<b>3656</b>	<b>2562</b>	<b>12695</b>	<b>12632</b>

	Q1	Q2	Q3	Q4	Year to Date	Last Year
<b>Utilization Results</b>						
Total Utilization Rate (% - Annualized)	37.8%	42.4%	46.5%	44.8%	44.8%	44.2%
Based on Quarterly Average employees	35050	26074	26074	26074	26074	26556
<b>Satisfaction Results</b>						
% of Clients reporting satisfaction with the program	98.8%	98%	95%	99%	95%	99%

	Q1	Q2	Q3	Q4	Year to Date	Last Year
<b>Toll-Free Number Statistics</b>						
Call Volume	2887	2823	2551	2411	10472	3633
Average Speed of Answer (seconds)	6	4	5	5	5	5
Abandonment Rate (%)	1.1%	0.9%	1.1%	1.1%	1.1%	1.7%
<b>Case Closure (only EAP cases)</b>						
Resolved within EAP	523	588	549	518	2152	2117
Referred to Benefit Resource	0	2	0	0	0	0
	0%	0%	0%	0%	0%	0%
<b>Total</b>	<b>523</b>	<b>590</b>	<b>549</b>	<b>518</b>	<b>2152</b>	<b>2117</b>
	85	64	35	45	239	282
	14%	10%	6%	8%	10%	13%
	608	536	584	563	2391	2379

Referral Source	Q1	Q2	Q3	Q4	Year to Date	Last Year
Brochure	118	150	107	72	502	241
Email	0	0	11	5	42	40
Family	55	81	98	72	324	441
FMLA Source	11	12	0	0	0	0
Human Resources	81	92	107	81	376	241
Internet / Local Website	11	0	11	18	42	40
Meeting	11	0	0	0	0	0
Management Referral - formal	42	58	32	38	167	491
Management Referral - Informal	42	4%	21	9	84	0
Onsite Medical Department	9	12	21	19	42	40
Other	86	115	98	100	376	321
Other Vendor	0	0	11	0	0	40
Peer	42	0	11	9	42	40
Pastors	11	12	0	0	42	40
Previous EAP	100	92	128	136	460	321
Training/Seminar	0	23	11	9	42	0
Unknown	168	277	299	253	1003	1043
Wallet Card	243	218	107	81	627	722

Client Status	Q1	Q2	Q3	Q4	Year to Date	Last Year
Employee	654	666	705	588	2592	2527
Dependent	232	254	180	154	794	823
Other	11	12	0	0	0	0
Spouse	173	231	203	163	794	582
Unknown	0	0	0	0	0	0
<b>Total</b>	<b>1070</b>	<b>1163</b>	<b>1088</b>	<b>905</b>	<b>3926</b>	<b>3932</b>

Client Gender	Q1	Q2	Q3	Q4	Year to Date	Last Year
Female	654	715	682	552	2592	2447
Male	401	433	406	353	1569	1565

Client Age Group	Q1		Q2		Q3		Q4		Year to Date		Last Year	
	Count	%	Count	%	Count	%	Count	%	Count	%	Count	%
0-19	53	5%	81	7%	128	12%	91	10%	334	6%	281	7%
20-29	211	20%	151	14%	171	16%	100	11%	545	13%	481	12%
30-39	158	15%	150	13%	117	11%	88	7%	450	11%	441	11%
40-49	179	17%	184	18%	149	14%	181	20%	784	18%	652	17%
50-59	222	21%	277	24%	224	21%	208	23%	1033	24%	888	22%
60+	150	15%	242	21%	203	19%	190	21%	794	18%	1003	25%
Unknown	32	3%	48	4%	61	5%	63	7%	209	5%	201	5%
	11	1%	12	1%	11	1%	8	1%	42	1%	40	1%
<b>Employee Job Category (employee data only)</b>												
Laborer	46	7%	40	6%	42	6%	36	6%	181	7%	152	6%
Management	58	9%	60	9%	63	9%	47	8%	252	10%	258	10%
Office/Clerical	39	6%	47	7%	48	7%	35	6%	186	6%	177	7%
Professional	150	23%	187	28%	163	26%	159	27%	700	27%	708	28%
Sales	38	6%	40	6%	42	6%	35	6%	156	6%	152	6%
Service	85	13%	94	14%	95	14%	88	15%	337	13%	378	15%
Technical	39	6%	40	6%	42	6%	35	6%	156	6%	177	7%
Unknown	157	24%	160	24%	183	28%	153	26%	648	25%	531	21%
<b>Employee Job Tenure (employee data only)</b>												
Less than 1 year	72	11%	80	12%	85	12%	71	12%	311	12%	303	12%
1-5 years	154	25%	157	25%	182	24%	141	24%	648	25%	632	27%
5-8 years	105	16%	114	17%	129	17%	84	16%	415	16%	430	17%
10-14 years	72	11%	60	9%	53	8%	53	9%	233	9%	227	9%
15-19 years	26	4%	27	4%	28	4%	24	4%	104	4%	101	4%
20+ years	38	6%	40	6%	42	6%	35	6%	156	6%	177	7%
Unknown	177	27%	180	27%	197	28%	171	28%	725	28%	607	24%
<b>Customer Structure Detail</b>												
AAAAAA	106	10%	115	10%	107	10%	91	10%	416	10%	401	10%
BBBBBB	106	10%	115	10%	107	10%	91	10%	416	10%	401	10%
CCCCCC	106	10%	115	10%	107	10%	91	10%	416	10%	401	10%
DDDDDD	106	10%	115	10%	107	10%	91	10%	416	10%	401	10%
EEEEEE	106	10%	115	10%	107	10%	91	10%	416	10%	401	10%
FFFFFF	106	10%	115	10%	107	10%	91	10%	416	10%	401	10%
GGGGG	106	10%	115	10%	107	10%	91	10%	416	10%	401	10%
HHHHH	106	10%	115	10%	107	10%	91	10%	416	10%	401	10%
JJJJJ	106	10%	115	10%	107	10%	91	10%	416	10%	401	10%
KKKKK	106	10%	115	10%	107	10%	91	10%	416	10%	401	10%
<b>Total</b>	1065		1153		1068		905		4151		4012	

Primary Issues	Employee Assistance Program												Last Year
	Q1	Q2	Q3	Q4	Year to Date				Last Year				
Alcohol Related	16	3%	52	3%	17	3%	64	4%	71	3%	71	3%	3%
Chemical Dependency Related	19	3%	13	2%	11	2%	54	2%	54	2%	71	3%	3%
Child Abuse	0	0%	0	0%	6	1%	11	0%	0	0%	0	0%	0%
Depressive Disorder	30	5%	32	5%	23	5%	108	6%	143	5%	143	5%	5%
Domestic Violence	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0%
Family-Child	78	13%	51	8%	39	7%	204	9%	252	11%	252	11%	11%
Medical	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0%
Occupational	24	4%	13	2%	18	3%	77	3%	119	5%	119	5%	5%
Partner/Relationship	78	13%	89	14%	79	14%	334	13%	285	12%	285	12%	12%
Psychological Symptoms	322	53%	362	57%	327	58%	1357	57%	1237	52%	1237	52%	52%
Relocation:	0	0%	6	1%	0	0%	6	0%	24	1%	24	1%	1%
Stress	36	6%	38	6%	34	6%	143	6%	167	7%	167	7%	7%
Workplace Trauma	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0%
<b>Sub-Total Issues</b>	<b>608</b>		<b>638</b>		<b>563</b>		<b>2391</b>		<b>2379</b>		<b>2379</b>		
<b>Consultation Type</b>													
Face-to-Face Cases	602	99%	823	98%	552	98%	2349	98%	2331	98%	2331	98%	98%
Telephone Cases	6	1%	6	1%	6	1%	24	1%	24	1%	24	1%	1%
Management/Supervisor Cases	0	0%	6	1%	6	1%	15	1%	24	1%	24	1%	1%
Behavioral Expect (on/line)	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0%
Community Resource	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%	0%
<b>Sub-Total - Consultations</b>	<b>608</b>		<b>636</b>		<b>563</b>		<b>2381</b>		<b>2379</b>		<b>2379</b>		
<b>Total Number of Issues</b>	<b>608</b>		<b>636</b>		<b>563</b>		<b>2381</b>		<b>2379</b>		<b>2379</b>		
<b>Online Services</b>	<b>396</b>		<b>393</b>		<b>468</b>		<b>1616</b>		<b>1608</b>		<b>1608</b>		
<b>Total Product Utilization</b>	<b>1004</b>		<b>1029</b>		<b>1052</b>		<b>4007</b>		<b>3987</b>		<b>3987</b>		

Employee Count	Total Product Utilization Rate (% - Annualized)
35050	11.5%
26074	12.8%
26074	12.0%
26074	15.4%
28318	10.8%
28556	8.1%

Based on Quarterly Average employees

Use/Employee	FamilySource®				Year to Date	Last Year
	Q1	Q2	Q3	Q4		
<b>Primary Issues</b>	10	19	19	14	64	40
Child Care	8	7	3	2	19	5
Education Services	18	33	18	12	81	101
Elder Care	1	0	3	2	5	2
Government Services	15	10	6	4	33	54
Healthcare Information	1	0	0	0	2	0
Home Improvement	1	1	0	0	2	2
Insurance Information	0	0	0	0	0	0
Moving	0	0	0	0	0	0
Other	4	3	4	3	9	12
Pet Care	0	1	0	0	0	0
Shipping	0	4	0	0	4	0
Support Groups	1	8	0	0	9	12
<b>Sub-Total Issues</b>	<b>81</b>	<b>88</b>	<b>50</b>	<b>38</b>	<b>257</b>	<b>256</b>
<b>Primary Issues</b>	7	18	15	15	55	12
Child Care	6	6	2	2	16	3
Education Services	12	31	13	13	59	31
Elder Care	25	55	30	30	145	46
<b>Sub-Total Issues</b>	<b>86</b>	<b>143</b>	<b>80</b>	<b>68</b>	<b>377</b>	<b>282</b>

Online Services	FamilySource®				Year to Date	Last Year
	Q1	Q2	Q3	Q4		
<b>Total Product Utilization</b>	<b>717</b>	<b>228</b>	<b>178</b>	<b>166</b>	<b>1289</b>	<b>432</b>

Employee Count	FamilySource®				Year to Date	Last Year
	Q1	Q2	Q3	Q4		
<b>Total Product Utilization Rate (% - Annualized)</b>	<b>8.2%</b>	<b>3.6%</b>	<b>2.7%</b>	<b>2.5%</b>	<b>6.1%</b>	<b>6.2%</b>
Based on Quarterly Average employees	36050	26074	26074	26074	28318	28550

Primary Issues	LegalConnect®											
	Q1	Q2	Q3	Q4	Year to Date	Last Year						
Adoption	2	3%	2	3%	0	0%	0	2%	4	2%	0	0%
Advanced Directives	1	1%	2	3%	0	0%	0	1%	2	1%	0	0%
Bankruptcy	3	5%	3	5%	4	6%	3	6%	13	6%	12	4%
Child Custody/Support	3	10%	9	17%	7	11%	6	12%	26	12%	32	11%
Civil	6	11%	3	5%	8	13%	7	13%	24	11%	32	11%
Consumer	2	3%	0	0%	0	0%	0	1%	2	1%	0	0%
Criminal	2	3%	3	5%	7	12%	7	8%	17	8%	12	4%
Divorce/Separation	8	15%	18	32%	12	20%	10	18%	43	20%	56	19%
Education	2	3%	0	0%	0	0%	0	1%	2	1%	0	0%
ElderCare Law	2	3%	3	5%	4	6%	3	6%	11	5%	0	0%
Employment	0	0%	2	3%	0	0%	0	1%	2	1%	3	2%
Estate Planning	2	3%	4	7%	4	6%	3	6%	13	6%	38	13%
Family Law	12	23%	2	3%	4	7%	4	7%	20	9%	53	20%
ID Theft Services	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%
Immigration	0	0%	2	3%	0	0%	0	1%	2	1%	6	2%
Other	2	3%	2	3%	4	6%	3	6%	11	5%	3	2%
Personal Injury	0	0%	2	3%	0	0%	0	1%	2	1%	6	2%
Real Estate - Landlord Issues	5	9%	0	0%	5	9%	5	9%	15	7%	12	4%
Traffic	0	0%	0	0%	2	4%	2	4%	4	2%	6	2%
Wills	0	0%	2	3%	0	0%	0	1%	2	1%	6	2%
<b>Sub-Total Issues</b>	<b>51</b>		<b>55</b>		<b>60</b>		<b>51</b>		<b>217</b>		<b>283</b>	
<b>Consultation Type</b>												
Consultation and referral (CP lawyer)	14	27%	23	42%	25	43%	22	43%	97	45%	133	46%
Consultation and referral (other resource)	1	2%	0	0%	0	0%	0	0%	0	0%	12	4%
Consultation Only	30	59%	24	43%	32	53%	28	55%	113	52%	141	48%
Legal Expert (online)	8	12%	8	15%	2	4%	1	2%	7	3%	38	13%
<b>Sub-Total - Consultations</b>	<b>51</b>		<b>55</b>		<b>60</b>		<b>51</b>		<b>217</b>		<b>283</b>	
<b>Consultation Type</b>												
Consultation and referral (CP lawyer)	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%
Consultation and referral (other resource)	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%
Consultation Only	0	0%	0	0%	0	0%	0	0%	0	0%	0	0%
<b>Sub-Total - Consultations</b>	<b>0</b>		<b>0</b>		<b>0</b>		<b>0</b>		<b>0</b>		<b>0</b>	
<b>Total Number of Issues</b>	<b>51</b>		<b>55</b>		<b>60</b>		<b>51</b>		<b>217</b>		<b>283</b>	
<b>Online Services</b>	<b>314</b>		<b>85</b>		<b>98</b>		<b>96</b>		<b>595</b>		<b>150</b>	
<b>Total Product Utilization</b>	<b>365</b>		<b>140</b>		<b>168</b>		<b>149</b>		<b>812</b>		<b>443</b>	
<b>Employee Count</b>												
<b>Total Product Utilization Rate (% - Annualized)</b>	<b>4.2%</b>		<b>2.1%</b>		<b>2.4%</b>		<b>2.3%</b>		<b>5.7%</b>		<b>2.0%</b>	
<b>Based on Quarterly Average employees</b>	<b>36050</b>		<b>26,074</b>		<b>26,074</b>		<b>26,074</b>		<b>28,316</b>		<b>28,555</b>	

Primary Issues	FinancialConnect <sup>®</sup>				Year to Date	Last Year
	Q1	Q2	Q3	Q4		
Assist with major purchase decision/affordability	0	0	2	1	3	4
Budgeting techniques & discipline	6	3	2	1	13	38
College Planning, 529 Plans	2	0	0	0	2	7
Credit Card Debt	2	8	9	3	22	7
Credit History & Issues	0	0	0	0	0	4
Estate Planning (wills, etc.)	2	0	0	1	3	4
Handship call - requesting financial assistance	2	2	0	0	4	4
Income Tax Issues	2	7	2	1	12	4
Insurance	2	0	0	0	2	4
Investment options & risk return	2	0	0	0	2	0
Medicaid, Medicare & SSDI Benefits	2	3	0	0	5	4
Mortgages debt	6	3	13	4	26	14
Other	2	2	0	0	4	4
Retirement planning	2	2	2	1	7	4
Student Loans	0	0	0	0	0	0
<b>Sub-Total Issues</b>	<b>30</b>	<b>33</b>	<b>30</b>	<b>11</b>	<b>105</b>	<b>104</b>
<b>Consultation Type</b>						
Consultation and referral (CP network)	2	3	2	1	8	9
Consultation and referral (other resource)	2	2	2	1	7	9
Consultation with Literature	4	20	2	1	27	28
Consultation Only	19	2	15	4	40	48
Financial Expert (online)	4	7	9	4	24	9
<b>Sub-Total - Consultations</b>	<b>30</b>	<b>35</b>	<b>30</b>	<b>11</b>	<b>105</b>	<b>104</b>

<b>Total Number of Issues</b>	<b>30</b>	<b>33</b>	<b>30</b>	<b>11</b>	<b>105</b>	<b>104</b>
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<b>Online Services</b>	<b>283</b>	<b>85</b>	<b>98</b>	<b>91</b>	<b>557</b>	<b>150</b>
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<b>Total Product Utilization</b>	<b>313</b>	<b>118</b>	<b>128</b>	<b>102</b>	<b>562</b>	<b>254</b>
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<b>Employee Count</b>	<b>3,650</b>	<b>1,874</b>	<b>2,074</b>	<b>1,674</b>	<b>3,118</b>	<b>4,376</b>
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<b>Total Product Utilization Rate (% - Annualized)</b>	<b>8.6%</b>	<b>6.3%</b>	<b>6.2%</b>	<b>6.0%</b>	<b>18.0%</b>	<b>5.8%</b>
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Based on Quarterly Average employees 28,074

	Q1	Q2	Q3	Q4	Year to Date	Last Year
<b>HealthyGuidance<sup>®</sup></b>						
<b>Health Risk Assessment</b>						
Health Risk Assessments	42	288	231	559	1240	268
<b>Health Coaching Services Requests</b>						
<b>Tobacco Cessation</b>						
Number of coaching services	74	101	52	66	293	92
<b>Weight Management</b>						
Number of coaching services	21	11	19	26	77	74
<b>Lifestyle Management</b>						
Number of coaching services	11	16	34	25	86	55
<b>Total Number of Coaching Services</b> <i>(included in overall utilization)</i>	<b>106</b>	<b>131</b>	<b>105</b>	<b>117</b>	<b>459</b>	<b>231</b>
<b>Health Coaching Sessions</b>						
<b>Tobacco Cessation</b>						
Total coaching sessions	101	121	95	96	413	311
<b>Weight Management</b>						
Total coaching sessions	54	33	41	56	184	211
<b>Lifestyle Management</b>						
Total coaching sessions	41	37	54	87	219	201
<b>Total Sessions</b>	<b>196</b>	<b>191</b>	<b>190</b>	<b>239</b>	<b>816</b>	<b>723</b>
<b>Total Product Utilization</b> <i>(Services requests &amp; Online Services)</i>	<b>106</b>	<b>131</b>	<b>105</b>	<b>117</b>	<b>459</b>	<b>231</b>

	Q1	Q2	Q3	Q4	Year to Date	Last Year
<b>HealthChampion®</b>						

**Clinical Service Issues**

Diagnose Specifics Information	12	15%	8	24%	13	33%	5	17%	38	23%	42	33%
General Medical Information	15	24%	7	32%	9	23%	8	26%	43	26%	41	28%
Medical Test Prep	17	27%	7	21%	4	10%	9	31%	37	22%	26	19%
Provider Identification	19	30%	8	24%	14	35%	7	24%	48	29%	25	20%
<b>Sub-Total Issues</b>	<b>63</b>		<b>34</b>		<b>40</b>		<b>29</b>		<b>166</b>		<b>144</b>	

**Administrative Service Issues**

Number of coaching services	6	18%	10	22%	5	6%	2	13%	35	13%	41	14%
Total Sessions	9	20%	5	11%	8	9%	7	18%	39	14%	97	33%
Number of coaching services	1	24%	11	24%	19	22%	21	22%	62	23%	30	11%
Total Sessions	5	13%	9	23%	21	24%	19	20%	55	20%	91	31%
Number of coaching services	21	24%	10	22%	34	30%	25	27%	80	30%	29	10%
<b>Sub-Total Issues</b>	<b>45</b>		<b>45</b>		<b>87</b>		<b>94</b>		<b>271</b>		<b>291</b>	

**Total Number of Services**

Total Number of Services	108	78	127	123	437	435
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**Consultation Type**

Coordination with Health Plan	1	1%	2	3%	1	1%	1	1%	5	1%	0	0%
Internal Consultation	94	87%	63	80%	117	92%	113	92%	387	89%	474	89%
Referral to Community Services	1	1%	1	1%	1	1%	1	1%	4	1%	4	1%
Referral to External Resources	2	2%	12	15%	1	1%	1	1%	15	4%	17	4%
Referral to Internal Resources	10	9%	1	1%	7	6%	7	6%	25	5%	0	0%
<b>Sub-Total - Consultations</b>	<b>108</b>		<b>79</b>		<b>127</b>		<b>123</b>		<b>437</b>		<b>435</b>	

**Total Product Utilization**

Total Product Utilization	108	79	127	123	437	435
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	Q1	Q2	Q3	Q4	Year to Date	Last Year
<b>US English Usage</b>						
<b>Online Issues</b>						
Adjusting to move	0	1	0	0	1	2
Adoption	4	4	4	4	16	3
Adult Daycare	4	3	1	1	9	3
After school programs	9	1	3	3	16	0
Aging and Elder health	8	0	3	3	14	5
Alcohol Abuse	5	4	3	3	15	25
Alcohol - Drug usage	27	17	1	2	47	22
Aspergers	1	1	0	0	2	1
Alternative Dispute Resolution	2	4	0	0	6	7
Alzheimer's Disease	14	1	1	1	17	8
Anger	43	108	23	197	371	94
Annuities	2	1	0	0	3	0
Anxiety	5	5	3	3	16	11
Appeals-Appeals	4	1	0	0	5	0
Banking	2	8	2	14	26	25
Bankruptcy	10	1	6	6	23	31
Behavior and Development	11	0	16	16	43	20
Bipolar Disorder	5	5	4	4	18	9
Budgeting	32	32	23	23	110	156
Budgets	5	3	0	0	8	5
Bulimia Nervosa	0	0	2	2	4	23
Buying and Selling	10	15	12	12	49	10
Cancer	2	21	7	7	37	5
Caring for Pets	13	53	6	6	78	21
Chemical Dependency	13	1	5	5	24	22
Child Abuse	2	0	0	0	2	0
Child Care	137	146	133	133	546	178
Child Custody - Support	1	11	1	1	14	12
Children with Special Needs	7	13	9	9	38	40
Cold and Flu	3	2	78	75	163	0
Communicating with your partner	121	70	108	108	409	158
Compulsive spending	4	0	6	6	12	14
Coping with Addicts	6	2	1	1	10	1
Coping with Anger	5	0	0	0	5	0
Coping with stress	18	13	13	13	57	15
Credit Card & History Issues	20	17	17	17	71	65
Cultural Assimilation	6	5	1	1	13	2
Dating	28	4	32	32	96	28
Day care	2	0	4	4	10	3
Death	5	7	20	20	52	17
Debt	29	9	32	32	102	1
<b>US English Usage</b>						
<b>Online Issues</b>						
Depression	45	28	41	41	155	93
Diet and Weight Loss	4	8	45	45	102	25
Discrimination and Harassment	3	1	3	3	10	0

	Q1	Q2	Q3	Q4	Year to Date	Last Year
Divorce	53	14	36	33	136	\$1 1%
Domestic violence	4	0	0	0	4	0%
Dress code	3	0	2	2	7	0%
Education issues	4	25	28	29	86	0%
Effective Communication	9	2	55	55	121	0%
Eldercare - Adult Daycare	8	8	10	10	37	0%
Estate Planning	5	8	2	2	17	0%
Event planning	10	9	32	32	83	0%
Exercise & Fitness Issues	36	5	55	65	165	0%
Experiencing cultural differences	4	0	0	0	4	0%
Financial Issues	8	1	8	8	25	0%
Gambling	2	2	1	1	6	0%
Gay, Lesbian, Bisexual and Transgender Issues	0	1	1	1	3	0%
Government Benefits	12	5	4	4	25	0%
Government Services	1	0	5	5	11	0%
Heart Health	8	18	9	9	44	0%
Home Improvements	7	0	4	4	15	0%
Home Loans	6	4	5	5	20	0%
Hospice Care	3	0	8	8	23	0%
Income Tax Issues	14	8	16	16	54	0%
Insurance Issues	7	2	4	4	17	0%
Investing Options	22	2	4	4	32	0%
Job Loss	31	15	3	3	52	0%
Life Improvement	1	6	16	16	48	0%
Living Trusts	1	3	0	0	4	0%
Loans	9	8	11	11	39	0%
Marital Relations	11	8	17	17	53	0%
Medical related issues	20	97	150	150	417	0%
Medication, treatment and therapies	1	2	3	3	9	0%
Mental Health Issues - General	30	4	17	17	68	0%
Nannies - Au Pairs	14	3	1	1	19	0%
Nursing Homes	2	1	6	6	15	0%
Nutrition	35	23	47	47	153	0%
Obsessive-compulsive Disorders	0	0	2	2	4	0%
Other	24	104	82	82	292	0%
Parenting	46	38	44	44	170	0%
Parenting after divorce	0	0	13	13	26	0%
Patent Rights	7	0	1	1	8	0%
Paying for School	24	9	16	16	55	0%
Performance reviews	3	2	23	23	51	0%
<b>US English Usage</b>						
Online Issues	35	38	57	57	185	3%
Personal Finance	9	2	11	11	33	0%
Personal Safety	4	0	0	0	4	0%
Phobias	18	9	0	0	27	0%
Planning career	6	10	15	15	46	0%
Property Division	7	0	6	6	19	0%
Psychological trauma	0	0	0	0	0	0%
Rape and Assault	0	0	0	0	0	0%

	Q1	Q2	Q3	Q4	Year to Date	Last Year
Real Estate - Tenant Rights	3	0	7	7	17	5
Relationships - friends, neighbors, others	65	25	40	29	171	45
Relocating	1	0	0	0	1	5
Retirement Issues	48	5	2	0	57	12
Schizophrenia	4	4	0	0	8	2
Seasonal Affective Disorder	1	0	0	0	1	10
Self-esteem	14	10	24	1	72	1
Self-help topics	6	10	0	0	16	19
Shopping	25	7	1	0	34	22
Sleep Disorders	0	0	0	0	0	5
Special diets	11	3	10	4	34	4
Stress	101	55	38	23	232	82
Suicide	8	1	11	1	31	21
Time Management	3	0	12	1	27	0
Ways to save money	15	9	29	1	82	0
Weight Management	7	4	2	0	15	1
Wills	11	8	18	1	56	19
Women's conditions	1	0	5	0	30	3
Working with Professionals	267	143	267	13	866	139
Work-life balance	17	8	4	0	33	0
Workplace relationships	35	10	45	2	121	15
<b>1909</b>	<b>1477</b>	<b>2000</b>	<b>2000</b>	<b>2000</b>	<b>7368</b>	<b>2404</b>

Online Activity Type	1909	2000	2000	2000	7368	2404
Articles	853	839	1177	1177	4045	1397
Assessment tools	495	255	345	345	1444	541
Company information	0	0	0	0	0	0
Guidance Expert material	145	211	298	265	862	411
Merchandise	411	165	198	198	872	356
Multimedia	0	0	0	0	0	0
News	0	0	0	0	0	0
Newsletter archives	0	0	0	0	0	0
Quotes/calculators	0	0	0	0	0	0
Search database	2	0	0	0	0	0
Survey	0	0	0	0	0	0
<b>1909</b>	<b>1471</b>	<b>2000</b>	<b>2000</b>	<b>2000</b>	<b>7368</b>	<b>2404</b>

Total Activity Types	1909	2000	2000	2000	7368	2404
Topic 1	0	0	0	0	0	0
Topic 2	0	0	0	0	0	0
Topic 3	0	0	0	0	0	0
Topic 4	0	0	0	0	0	0
Topic 5	0	0	0	0	0	0
Topic 6	0	0	0	0	0	0
Topic 7	0	0	0	0	0	0
Topic 8	0	0	0	0	0	0
Topic 9	0	0	0	0	0	0
Topic 10	0	0	0	0	0	0
Topic 11	0	0	0	0	0	0
Topic 12	0	0	0	0	0	0
Topic 13	0	0	0	0	0	0

Online Activity Type	Year to Date				Last Year			
	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
Articles	0	0	0	0	0	0	0	0
Assessment tools	0	0	0	0	0	0	0	0
Company information	0	0	0	0	0	0	0	0
Guidance Expert material	0	0	0	0	0	0	0	0
Merchandise	0	0	0	0	0	0	0	0
Multimedia	0	0	0	0	0	0	0	0
News	0	0	0	0	0	0	0	0
Newsletter archives	0	0	0	0	0	0	0	0
Quotes/calculators	0	0	0	0	0	0	0	0
Search database	0	0	0	0	0	0	0	0
Survey	0	0	0	0	0	0	0	0
<b>Total Activity Types</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Canadian English Usage</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Online Issues</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
Topic 1	0	0	0	0	0	0	0	0
Topic 2	0	0	0	0	0	0	0	0
Topic 3	0	0	0	0	0	0	0	0
Topic 4	0	0	0	0	0	0	0	0
Topic 5	0	0	0	0	0	0	0	0
Topic 6	0	0	0	0	0	0	0	0
Topic 7	0	0	0	0	0	0	0	0
Topic 8	0	0	0	0	0	0	0	0
Topic 9	0	0	0	0	0	0	0	0
Topic 10	0	0	0	0	0	0	0	0
Topic 11	0	0	0	0	0	0	0	0
Topic 12	0	0	0	0	0	0	0	0
Topic 13	0	0	0	0	0	0	0	0
Topic 14	0	0	0	0	0	0	0	0
Topic 15	0	0	0	0	0	0	0	0
Topic 16	0	0	0	0	0	0	0	0
Topic 17	0	0	0	0	0	0	0	0
Topic 18	0	0	0	0	0	0	0	0
Topic 19	0	0	0	0	0	0	0	0

Online Activity Type	Year to Date				Last Year
	Q1	Q2	Q3	Q4	
Topic 20	0	0	0	0	0
Topic 21	0	0	0	0	0
Topic 22	0	0	0	0	0
Topic 23	0	0	0	0	0
Topic 24	0	0	0	0	0
Topic 25	0	0	0	0	0
Topic 26	0	0	0	0	0
Topic 27	0	0	0	0	0
Topic 28	0	0	0	0	0
<b>Articles</b>	0	0	0	0	0
Assessment tools	0	0	0	0	0
Assistive	0	0	0	0	0
Company Information	0	0	0	0	0
Guidance Expert material	0	0	0	0	0
Merchandise	0	0	0	0	0
Multimedia	0	0	0	0	0
News	0	0	0	0	0
Newsletter archives	0	0	0	0	0
Quotes/calculators	0	0	0	0	0
Search database	0	0	0	0	0
Survey	0	0	0	0	0
<b>Total Activity Types</b>	0	0	0	0	0
<b>Canadian/French Usage</b>	0	0	0	0	0
<b>Online Issues</b>	0	0	0	0	0
Topic 1	0	0	0	0	0
Topic 2	0	0	0	0	0
Topic 3	0	0	0	0	0
Topic 4	0	0	0	0	0
Topic 5	0	0	0	0	0
Topic 6	0	0	0	0	0
Topic 7	0	0	0	0	0
Topic 8	0	0	0	0	0
Topic 9	0	0	0	0	0
Topic 10	0	0	0	0	0
Topic 11	0	0	0	0	0
Topic 12	0	0	0	0	0
Topic 13	0	0	0	0	0
Topic 14	0	0	0	0	0
Topic 15	0	0	0	0	0
Topic 16	0	0	0	0	0
Topic 17	0	0	0	0	0
Topic 18	0	0	0	0	0
Topic 19	0	0	0	0	0
Topic 20	0	0	0	0	0
Topic 21	0	0	0	0	0
Topic 22	0	0	0	0	0
Topic 23	0	0	0	0	0
Topic 24	0	0	0	0	0

Online Activity Type	Year to Date				Last Year			
	Q1	Q2	Q3	Q4	Year to Date	Year to Date	Year to Date	Year to Date
Articles	0	0	0	0	0	0	0	0
Assessment tools	0%	0%	0%	0%	0%	0%	0%	0%
Company information	0%	0%	0%	0%	0%	0%	0%	0%
Guidance Expert material	0%	0%	0%	0%	0%	0%	0%	0%
Merchandise	0%	0%	0%	0%	0%	0%	0%	0%
Multimedia	0%	0%	0%	0%	0%	0%	0%	0%
News	0%	0%	0%	0%	0%	0%	0%	0%
Newsletter archives	0%	0%	0%	0%	0%	0%	0%	0%
Quotes/calculators	0%	0%	0%	0%	0%	0%	0%	0%
Search database	0%	0%	0%	0%	0%	0%	0%	0%
Survey	0%	0%	0%	0%	0%	0%	0%	0%
<b>Total Activity Types</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

**Total Activity Types**

**Mexican Spanish Usage**

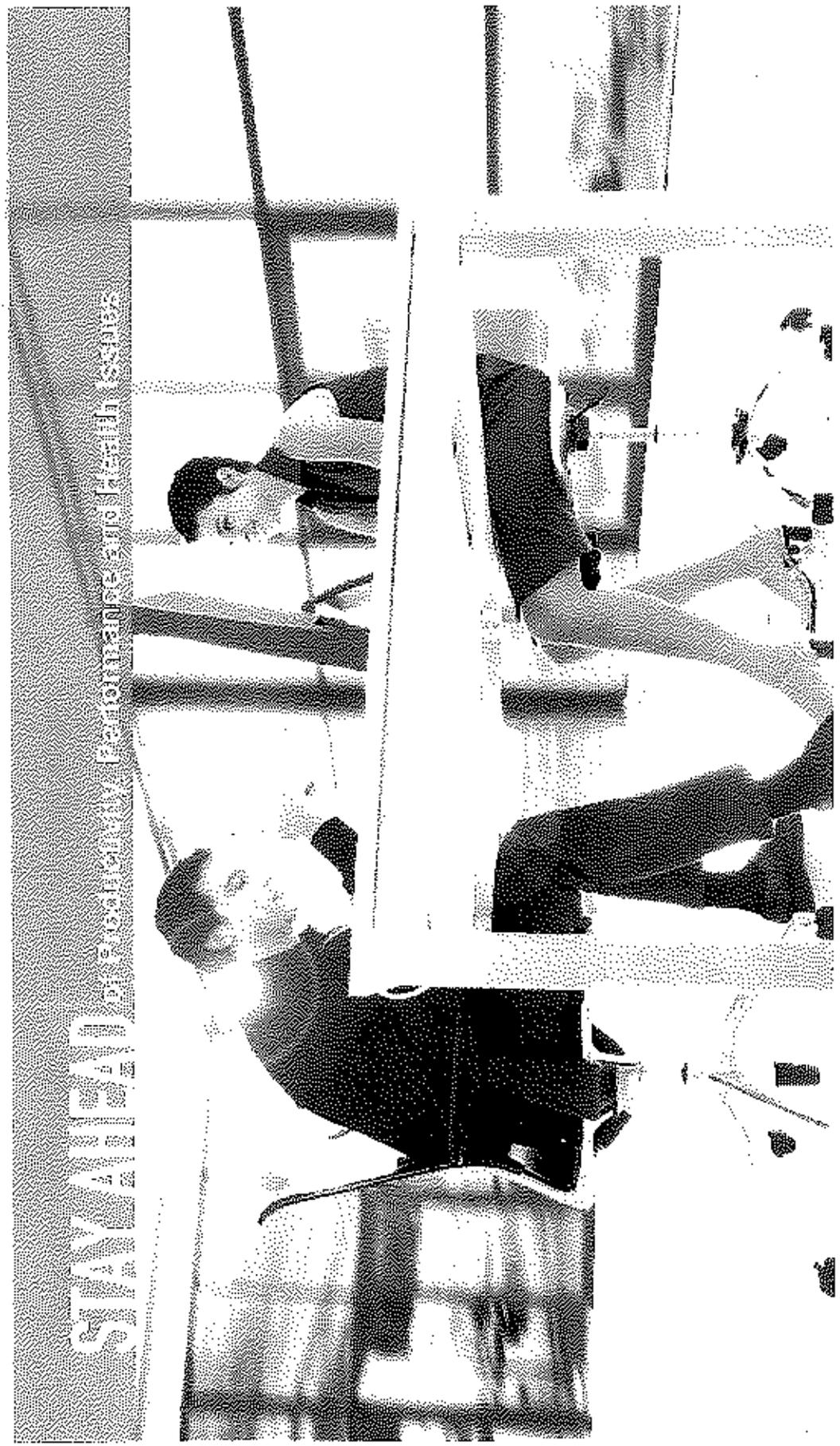
Online Issues	Year to Date				Last Year			
	Q1	Q2	Q3	Q4	Year to Date	Year to Date	Year to Date	Year to Date
Topic 1	0	0	0	0	0	0	0	0
Topic 2	0%	0%	0%	0%	0%	0%	0%	0%
Topic 3	0%	0%	0%	0%	0%	0%	0%	0%
Topic 4	0%	0%	0%	0%	0%	0%	0%	0%
Topic 5	0%	0%	0%	0%	0%	0%	0%	0%
Topic 6	0%	0%	0%	0%	0%	0%	0%	0%
Topic 7	0%	0%	0%	0%	0%	0%	0%	0%
Topic 8	0%	0%	0%	0%	0%	0%	0%	0%
Topic 9	0%	0%	0%	0%	0%	0%	0%	0%
Topic 10	0%	0%	0%	0%	0%	0%	0%	0%
Topic 11	0%	0%	0%	0%	0%	0%	0%	0%
Topic 12	0%	0%	0%	0%	0%	0%	0%	0%
Topic 13	0%	0%	0%	0%	0%	0%	0%	0%
Topic 14	0%	0%	0%	0%	0%	0%	0%	0%
Topic 15	0%	0%	0%	0%	0%	0%	0%	0%
Topic 16	0%	0%	0%	0%	0%	0%	0%	0%
Topic 21	0%	0%	0%	0%	0%	0%	0%	0%
Topic 22	0%	0%	0%	0%	0%	0%	0%	0%
Topic 23	0%	0%	0%	0%	0%	0%	0%	0%
Topic 24	0%	0%	0%	0%	0%	0%	0%	0%
Topic 25	0%	0%	0%	0%	0%	0%	0%	0%
Topic 26	0%	0%	0%	0%	0%	0%	0%	0%
Topic 27	0%	0%	0%	0%	0%	0%	0%	0%
Topic 28	0%	0%	0%	0%	0%	0%	0%	0%
<b>Total Activity Types</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

**Online Activity Type**

Articles	0	0%	0	0%	0	0%	0	0%
Assessment tools	0	0%	0	0%	0	0%	0	0%
Company information	0	0%	0	0%	0	0%	0	0%
Guidance Expert material	0	0%	0	0%	0	0%	0	0%

	Q1	Q2	Q3	Q4	Year to Date	Last Year
Merchandise	0	0	0	0	0	0
Multimedia	0	0	0	0	0	0
News	0	0	0	0	0	0
Newsletter archives	0	0	0	0	0	0
Quotes/calculators	0	0	0	0	0	0
Search database	0	0	0	0	0	0
Survey	0	0	0	0	0	0
<b>Total Activity Types</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Total Product Utilization</b>	<b>1909</b>	<b>1471</b>	<b>2000</b>	<b>2000</b>	<b>7366</b>	<b>2404</b>

**Sample Executive Summary**



## Agenda

**Program Overview**

**Priority Recap, Progress and Planning**

**Utilization Review**

**Next Steps**

**What's New at ComPsych**

**Customer Attendees**

XXXXXX

**Senior Manager of Benefits**

XXXXXX

**Benefits Business Unit Liaison**

**ComPsych Attendees**

XXXXXX

**Senior Account Manager**

XXXXXX

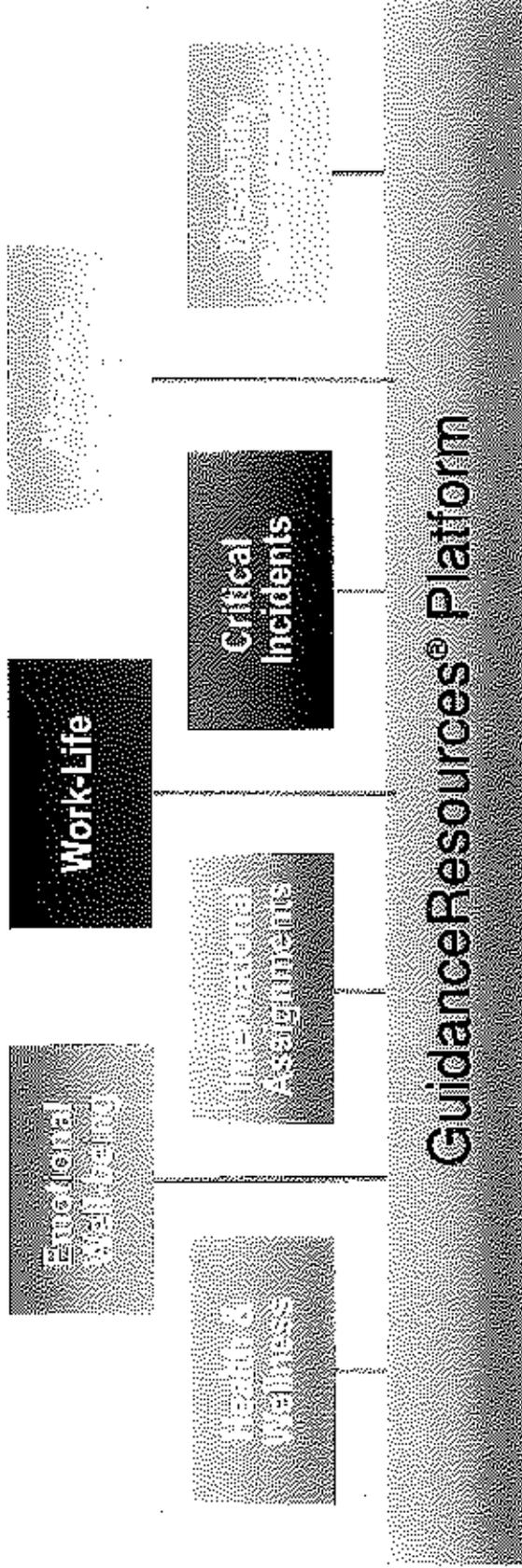
**Customer Resource Specialist**

XXXXXX

**Team Resource Specialist**



## Creating the Optimal Workforce



**For Employers:** A total solution for employee productivity pre-empting issues before there are costs and problems

**For Employees:** A whole person approach, complete guidance, resources and information for any aspect of life

**The Result:** Motivated, healthy and engaged employees

# ComPsych® Programs: Components of GuidanceResources® Platform

Behavioral Health	Included in Program Based
Employee Assistance Program	X
Managed Behavioral Health Care	
DisabilityAssist <sup>SM</sup>	

Work-Life Services	Included in Program Based
FamilySource®	X
LegalConnect®	X
FinancialConnect®	X
ElderOutreach <sup>SM</sup>	
ParentGuidance <sup>SM</sup>	
EstateGuidance®	
IDResources <sup>SM</sup>	
GuidanceResources® Onsite	X

Wellness	Included in Program Based
HealthyGuidance®	
Tobacco Cessation	
Weight Management	
Health Risk Assessment (HRA)	
Lifestyle Coaching	
Incentive Tracking	
HealthyGuidance® Kids	
Biometric Screenings (Available only to support other services)	
Worksite Wellness Challenges	
Other Wellness	
RNSource®	
Rightscript <sup>SM</sup>	
BariatricAssist <sup>SM</sup>	

HR Services	Included in Program Based
HRConsult <sup>SM</sup>	
FMLASource®	
ConfidentialSource <sup>SM</sup>	
Crisis Intervention Worldwide	
DOT	
OutplacementResources®	

Internet Services	Included in Program Based
GuidanceResources® Online—for 25 countries	X
GlobalConnect®	

\*FV\_LASource® is an affiliate of ComPsych® Company, or.

X Denotes Programs

## **Priority Recap, Progress and Planning**

### **Key initiatives for 20XX:**

- › Tobacco-free campus – on hold
- › Absence Management
- › Disease Management / Evidence-based medicine for 2011
- › Expansion of GuidanceResources<sup>®</sup> Onsite locations
- › Volunteer Week activities

### **20XX priorities**

- › Introduction of Disease & Health Management program
- › Absence Management pilot
- › DC Wellness Champions & “Healthy Futures” wellness branding
- › Work-Life initiatives & Affinity groups
- › Onsite program for all DC locations

# User Profile and Referral Source

2010	
Client Status	Gender Usage
1. Employee	79%
2. Spouse	8%
2. Dependent	12%
	1. Female 70%
	2. Male 30%
Client Age Group	Employee Job Tenure
1. 20 - 29	1. < 5 Years 56%
2. 30 - 39	2. 5 - 14 Years 27%
3. 40 - 49	3. 15+ Years 2%
Referral Source	
1. Human Resources	16%
2. Brochures	10%
3. Family	8%
4. Repeat Client	7%
5. Peer	3%

## Observations and Comments

- > Increased spouse and dependent utilization from 20XX
- > Family and peer referrals increased
- > Repeat clients up by 36%

\* Amounts represent highlights of captured data and may not total 100%. "Unknown" or "other" information not included. More detail is available in the comprehensive utilization report.

## User Experience—Client Satisfaction

*"(my provider) is great. He listens and offers suggestions."*

*"Very friendly, understanding, and answered all my questions. A valuable service and an exceptional benefit with 5 free counseling sessions."*

*"It was a huge help to have someone available that was familiar with the nursing care/medicare/medicaid system"*

*"Great Service and Lots Of Help for those not knowing anyone that could help"*

**"FRIENDLY, HELPFUL PERSON - MADE PROCESS VERY SIMPLE AND EASY"**

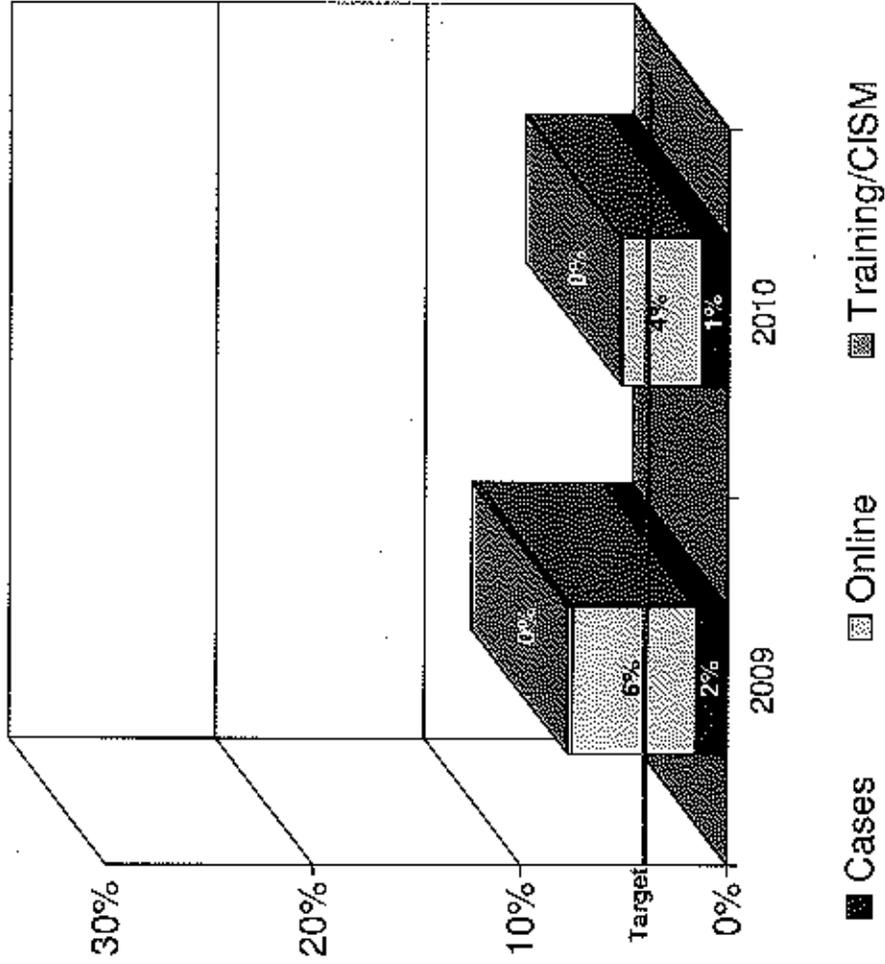
*"In never doing this before, I was completely unsure of what to expect. The intake specialist was professional, caring, and made me feel much better about making the decision to call. Thank you."*

*"the intake specialist was very kind, very helpful and exceptionally good at listening"*

**"Very Very Helpful Thank You!!"**

**"this is a wonderful benefit. it really helped!!"**

# Utilization Review

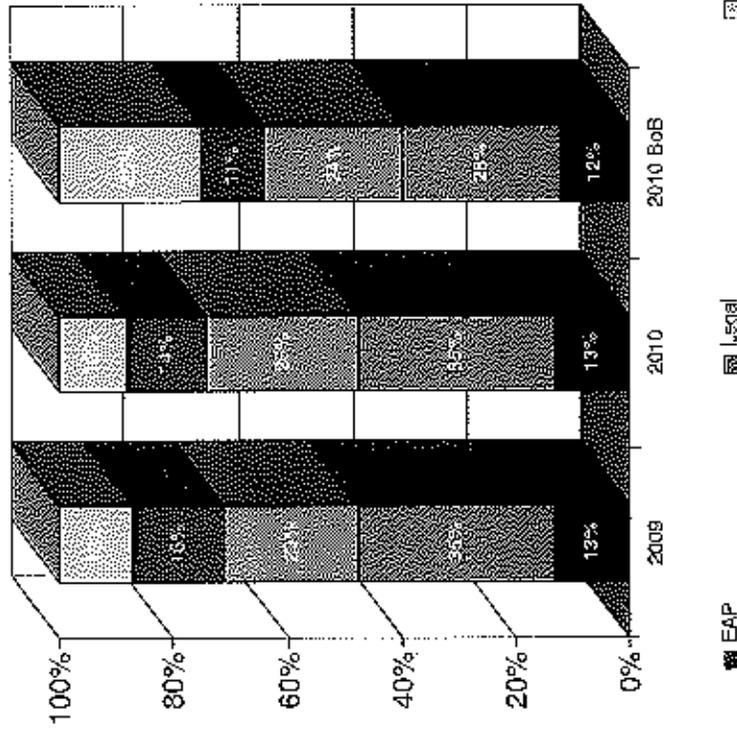


## Observations and Comments

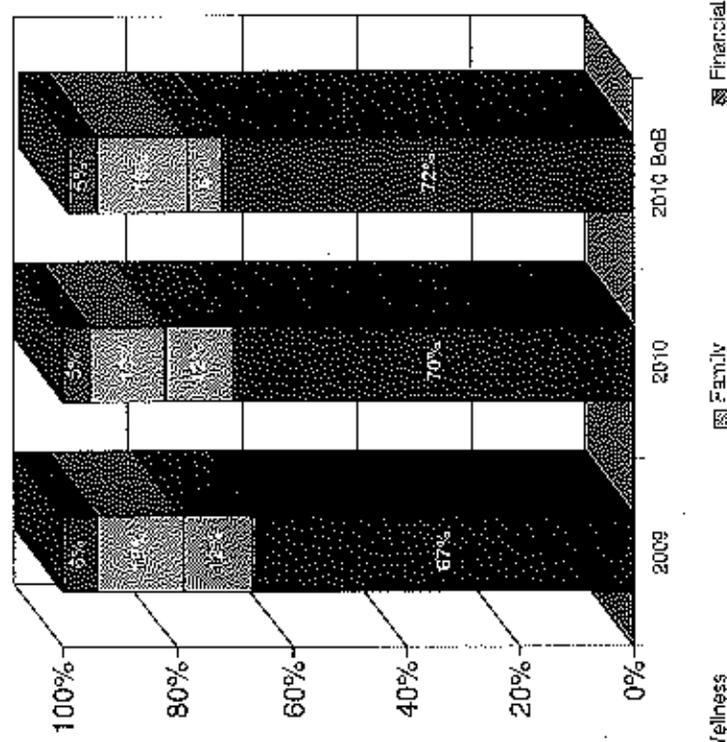
- > 6,209 total cases in 20XX
  - 1,536 telephonic / face-to-face cases
  - 4,673 online cases
- > FT Associates -- 5% telephonic / face-to-face utilization; 16% online utilization
- > PT Associates -- .001% telephonic / face-to-face utilization
- > Book of Business (BoB) average -- 12%
- > Retail industry average -- 10%
  - For all services, including GRO

## Mix of Services

### Online



### Face-to-Face/Telephonic

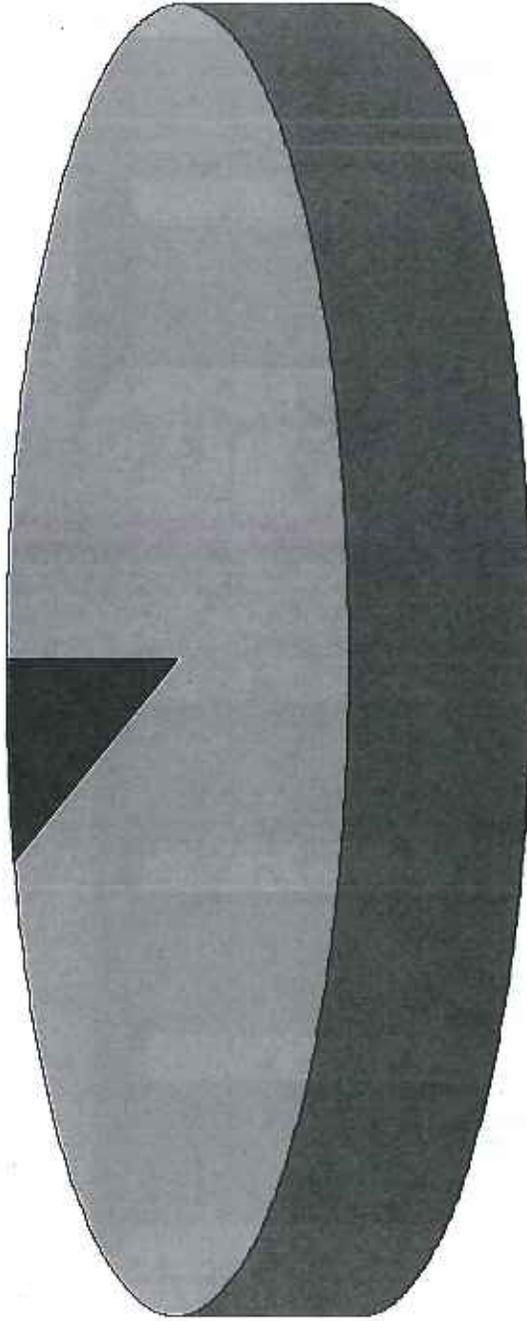


## Observations and Comments

- > Slightly increased proportion of clinical cases from 2009 to 2010
- > Increased Legal inquiries online over 2010 results
- > Face-to-face/Telephonic (FT) utilization matches Retail Industry, at 5%

# Utilization by Division

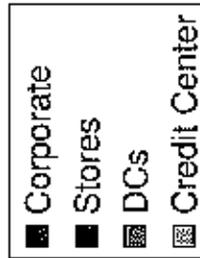
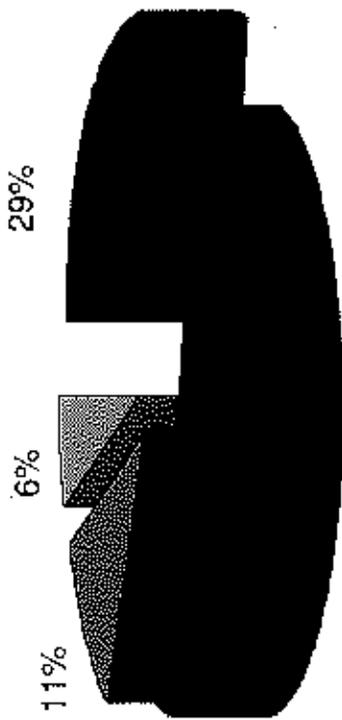
Part-Time  
5%



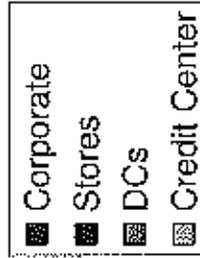
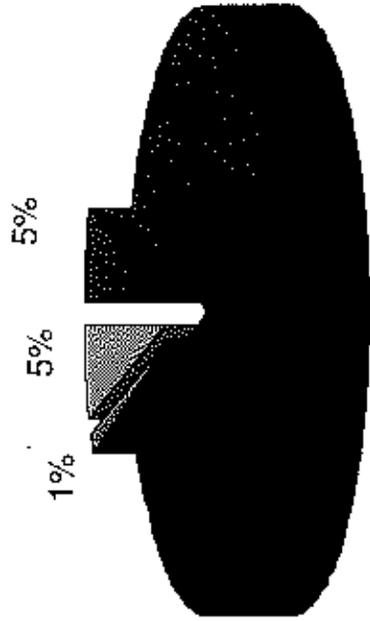
Full-Time  
95%

# Utilization by Division – Full- v. Part-time

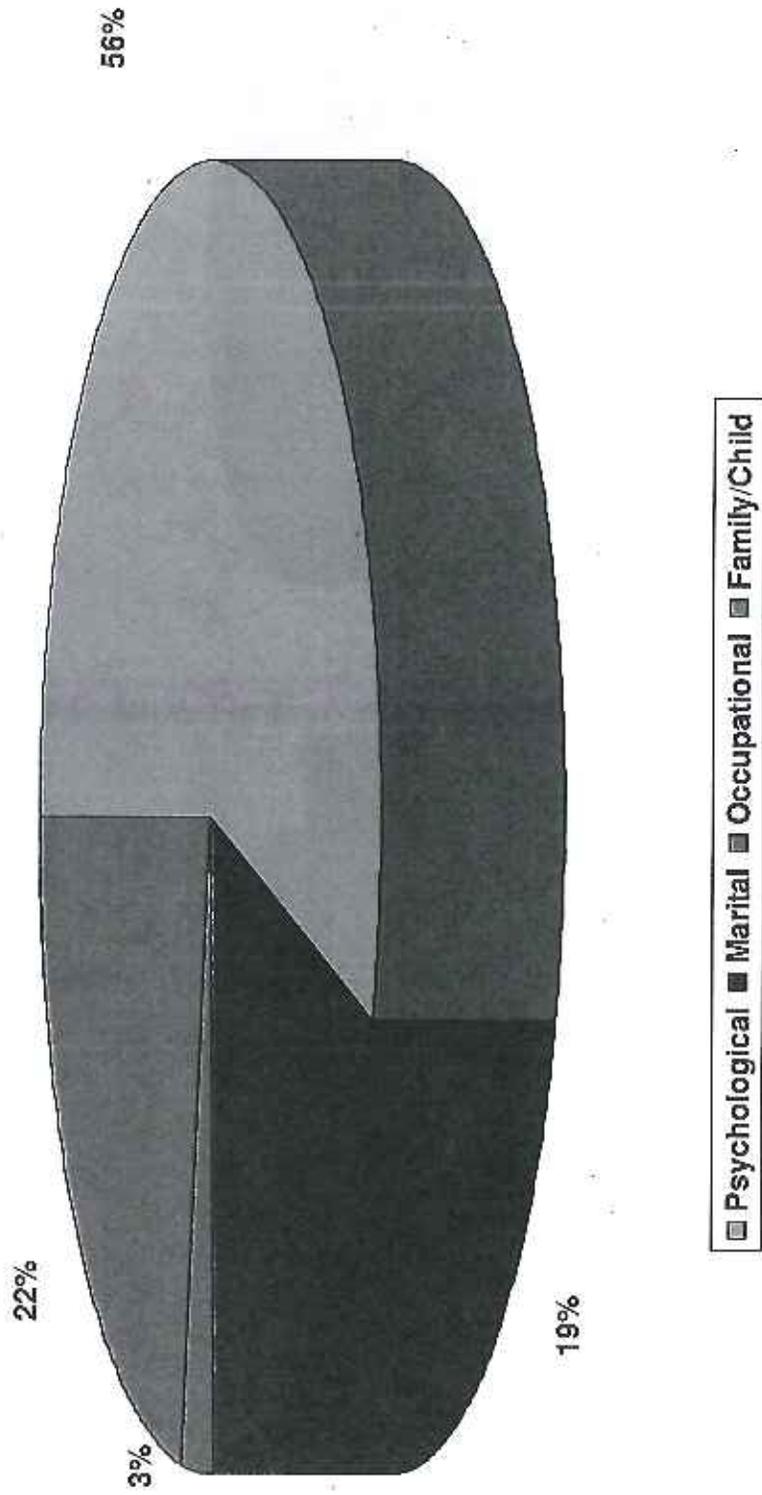
Full-Time Associates



Part-Time Associates

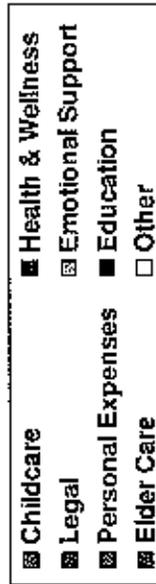
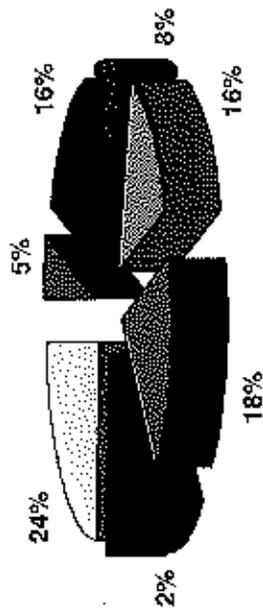


# Onsite EAP Utilization



# GuidanceResources Onsite

## Top issues



## Successes

- > 44.9% utilization across participating locations
- > 471 Unique users
- > 61% repeat visits
- > Launched Monroe & San Antonio

## Next Steps/Opportunities

- > Sourcing for remaining DC & E-Commerce locations
- > Year-end review call with all 4 sites?

## Onsite Program Success Stories

- › An Associate saw the Provider to request help in finding educational information for special diets associated with a medical issue. The Associate's physician had not provided more than a brief overview and the Associate was overwhelmed with unanswered questions. Prior to speaking with the Provider, the only option available to the Associate was to take off a full day of work to consult a different medical provider in a neighboring city. The Provider was able to offer contact information for a local dietician who works with the Agri-Life Program through a state government agency. The dietician holds classes locally several times a year through a no-cost government-sponsored program. The Associate was very pleased to learn about the free classes, and grateful that the Provider was onsite to connect to such valuable information.
- › An Associate was seeking comparative information on various prescription drug suppliers in order to find the most cost-effective option compatible with his insurance. The provider offered him a chart that broke down different options by cost and location, and explained the differences to the Associate. The Associate appreciated the Provider's help, and stated that the information was exactly what was needed.
- › An Associate visited the Provider in order to obtain a counseling referral due to marital strife. The provider offered the Associate support and stress management techniques and referred the couple to the EAP to connect with a marriage counselor. The Associate returned shortly after to tell the Provider that Associate and Spouse used the counseling sessions and are both very pleased with the outcome. The couple is doing better, and the Associate is experiencing less stress and is better able to focus on work. Both Associate and spouse are thankful that the Provider was able to help connect them to services during their time of need.
- › An Associate was facing problems due to their current living situation and needed help finding an apartment. The Provider gave the Associate advice on the necessary steps and helped break down the moving process. The Associate was very happy with the advice provided, and was able to find an apartment within a week.
- › An Associate visited the Provider after having their utilities shut off at home. The Associate was facing financial difficulties and was unsure how to proceed. The Provider connected him with local resources and the utilities were soon turned back on. The Associate stated that everything worked out and was thankful for having the Provider Onsite.

# Top Presenting Issues: Telephonic / Face-to-Face Case Issues

<b>EAP Services</b>
1. Psychological
2. Partner/Relationship
3. Family/Child
4. Depressive Disorder
<b>FamilySource®</b>
1. Moving
2. Childcare
3. Government Services
4. Elder Care

<b>LegalConnect®</b>
1. Divorce/Separation
2. Civil
3. Family Law
4. Bankruptcy & Landlord/Tenant
<b>FinancialConnect®</b>
1. Budgeting
2. Mortgage issues
3. Credit Card Debt
4. Hardship calls

## Observations and Comments

- › ComPsych's BOB shows consistent top presenting issues:
  - For EAP: Psychological, Relationship/Partner and Family/Child
  - For Work-Life: Moving, Childcare, Elder Care
  - For Legal: Divorce/Separation, Civil issues and Real Estate
  - For Financial: Mortgage and Debt, Credit Card Debt

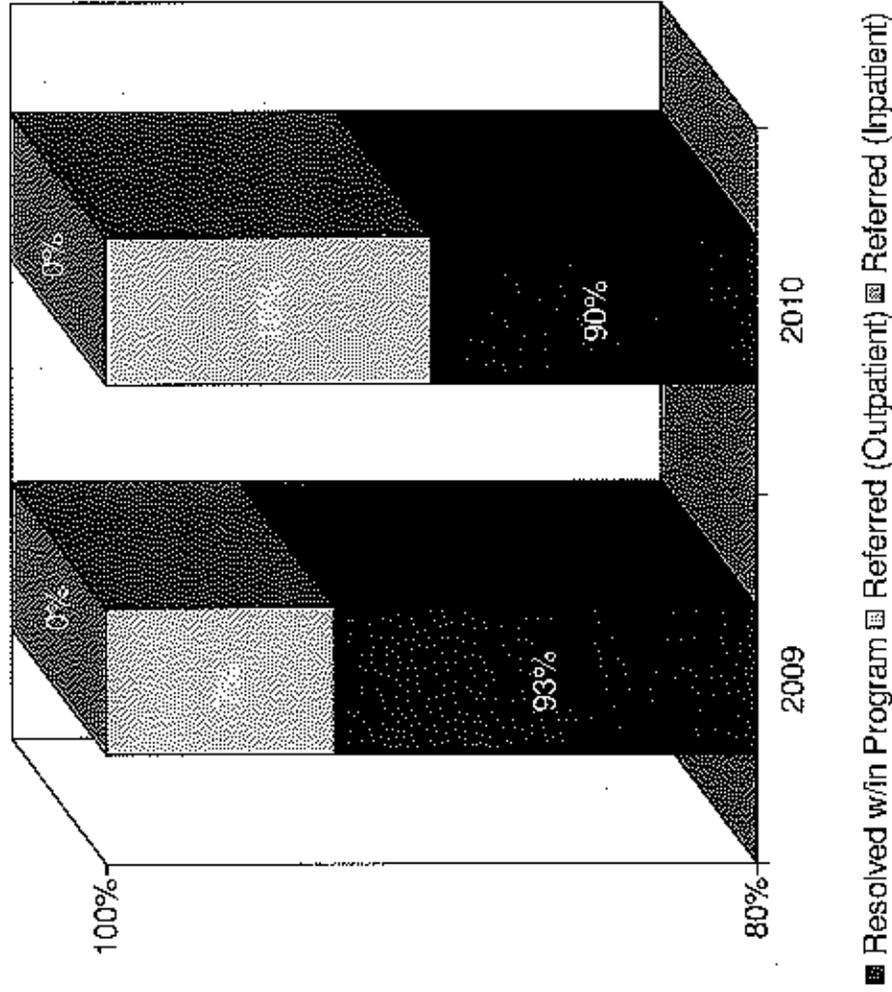
# GuidanceResources® Online Usage

Online Topics
1. Finding an Attorney
2. Finding Care
3. Communicating with Your Partner
4. Debt
5. Personal Finance
Online Access Activity Type
1. Articles
2. Search Database
3. Assessments

## Observations and Comments

- > ComPsych's BOB shows:
  - Increased interest in Health & Wellness and Caregiving issues
  - Communicating with partner, finances, budgets and various legal information sought often
- > Increased use of multimedia content from last year

# EAP Case Closure



## Observations and Comments

- > Typical closure rates range from 60% to 80% depending on session model
- > More acute cases across BoB in 2010, leading to lower closure rates within EAP
- > No cases requiring inpatient referrals

## Other Value-Add Services

CSM Incidents			
Type of Incident	20XX	20XX Q4	20XX Q4
Associate Death	10	1	1
Family Member Death	1	0	0
# of Incidents	11	1	1
# of Attendees	53	0	0
Trainings and Health Fairs			
Training Sessions	20XX	20XX Q4	20XX Q4
Communicating the Tough Stuff to Your Child	1	1	1
Establishing Bedtime Routines that Work	1	1	1
Helping Children Develop Strong Ethics & Values	1	1	1
Managing Holiday Stress	1	1	1
# of Health Fairs	9	2	2

### Training feedback:

- > "Great topic and good discussion"
- > "Great job Colleen, Always great information"
- > "I liked the small group discussion and the interactive nature of this session"
- > "Great meeting! Learnt a lot!!"

## Observations and Comments

- > Critical Incident services help associates regain sense of normalcy in the wake of traumatic events
- > Crisis Awareness Day & upcoming Benefits Open House will help to increase program awareness
- > Fall Lunch & Learn sessions will also increase awareness, while providing information on specific issues

## ComPsych's top 20XX Training topics:

- > Stress: A Way of Life or a Fact of Life
- > EAP Orientation for Employees
- > Balancing Work and Life
- > Getting it All Done
- > Managing Holiday Stress

## Next Steps

- Vendor coordination on new benefits – training & cross-referrals
  - Staywell
  - Health & Wellbeing Vendor Summit
- Communication plans – target Part-time Associates
  - Work-Life initiatives

## ComPsych Updates

### Act Now!

- › Get your program communications in order
  - New ComPsych branding for brochures, wallet cards and HelpSheets<sup>SM</sup>
  - Review customer contacts to make sure ComPsych's distribution list is up- to-date
  - Review communication channels – ComPsych has many tools/formats to support your needs

### GuidanceResources<sup>®</sup> Online Enhancements

- › New global sites: Belgium, Brazil, Czech Republic, Hong Kong, Hungary, India, Ireland, Korea, Netherlands, Poland, Portugal, Russia & Spain
- › New content: Health & Wellness articles & New Credit Card Rules

### Log In

- › ComPsych ResourceCenter (CRC)
  - Online portal giving program administrators access to information
  - Communication materials, program descriptions, utilization reporting
  - Discuss application for your organization with your account manager

### New ComPsych Offices

- › Toronto
- › London
- › Mumbai

## The ComPsych Experience—Our Guiding Principles

A passion and dedication for our clients and our work that is second to none.

A “Build-to-Suit” approach of innovative, cutting-edge programs uniquely designed for each client.

A service orientation to always over-deliver on customer expectations. Impeccable integrity—demonstrated by our conduct in and out of the office.

Demonstrated superior quality and value that forges long-term service relationships with our clients.

Lake County Board of County Commissioners

# **Accessibility Analysis**

March 21, 2014

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A report on the accessibility of the

**ComPsych Network**

for the employees of

**Lake County Board of County Commissioners**

## Accessibility summary

Accessibility analysis specifications	
Provider group:	<b>Active EAP Providers</b> 15,894 providers at 13,112 locations (based on 18,654 records)
Employee group:	<b>Urban Employees</b> 30 employees
Access standard:	<b>2 Providers within 10 miles</b>
Employees with desired access:	30 (100.0%)

Average distance to a choice of providers for employees with desired access					
Number of providers	1	2	3	4	5
Miles	1.5	2.1	2.6	2.9	3.1

Key geographic areas				
City	Total number of employees	Employees with desired access		
		Number	Percent	Average distance to 2 providers
ORLANDO	21	21	100.0	2.3
ALTAMONTE SPRINGS	4	4	100.0	2.1
CASSELBERRY	2	2	100.0	1.4
PALM HARBOR	1	1	100.0	1.1
SATELLITE BEACH	1	1	100.0	0.8
WINTER PARK	1	1	100.0	1.7

## Accessibility summary

Accessibility analysis specifications	
Provider group:	Active EAP Providers 15,894 providers at 13,112 locations (based on 18,654 records)
Employee group:	Suburban Employees 63 employees
Access standard:	2 Providers within 15 miles
Employees with desired access:	63 (100.0%)

Average distance to a choice of providers for employees with desired access					
Number of providers	1	2	3	4	5
Miles	2.1	3.3	4.0	4.7	5.1

Key geographic areas				
City	Total number of employees	Employees with desired access		
		Number	Percent	Average distance to 2 providers
ORLANDO	11	11	100.0	3.4
APOPKA	8	8	100.0	3.8
DELTONA	8	8	100.0	5.3
OCOEE	8	8	100.0	4.0
LONGWOOD	5	5	100.0	1.6
WINTER SPRINGS	4	4	100.0	1.8
LAKE MARY	3	3	100.0	0.7
SAINT CLOUD	3	3	100.0	4.0
OCALA	2	2	100.0	2.0
OVIEDO	2	2	100.0	0.8

## Accessibility summary

Accessibility analysis specifications	
Provider group:	Active EAP Providers 15,894 providers at 13,112 locations (based on 18,654 records)
Employee group:	Rural Employees 1,132 employees
Access standard:	2 Providers within 30 miles
Employees with desired access:	1,132 (100.0%)

Average distance to a choice of providers for employees with desired access					
Number of providers	1	2	3	4	5
Miles	3.7	6.0	7.0	8.0	9.7

Key geographic areas				
City	Total number of employees	Employees with desired access		
		Number	Percent	Average distance to 2 providers
EUSTIS	171	171	100.0	5.7
LEESBURG	150	150	100.0	3.3
TAVARES	140	140	100.0	3.8
CLERMONT	116	116	100.0	4.4
MOUNT DORA	92	92	100.0	5.8
UMATILLA	72	72	100.0	9.1
SORRENTO	34	34	100.0	8.3
GROVELAND	31	31	100.0	8.0
FRUITLAND PARK	29	29	100.0	4.7
GRAND ISLAND	26	26	100.0	4.6



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/23/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in favor of such endorsement(s).

<b>PRODUCER</b> Van Wagner Agency PO Box 9017 135 Crossways Park Drive Woodbury NY 11797	<b>CONTACT NAME:</b> PHONE (A/C, No., Ext): 800-735-1588 FAX (A/C, No.): 888-290-0302 E-MAIL ADDRESS: request@sterlingrisk.com													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Granite State Ins. Co.</td> <td>23809</td> </tr> <tr> <td>INSURER B: Chubb Indemnity Insurance Co.</td> <td>12777</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Granite State Ins. Co.	23809	INSURER B: Chubb Indemnity Insurance Co.	12777	INSURER C:		INSURER D:		INSURER E:		INSURER F:
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<b>INSURED</b> Campsych Behavioral Health Corp. 455 N. Cityfront Plaza Dr, 13th F Chicago IL 60611-5503														

COVERAGES      CERTIFICATE NUMBER: 1945304703      REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	AUTO/INSUR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	Y	02LX0089984777	1/1/2014	1/1/2015	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Per occurrence) \$1,000,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$1,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	CA0661496563	1/1/2014	1/1/2015	COMBINED SINGLE LIMIT (Eq accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> RETENTION \$10,000	Y	02UD004067327	1/1/2014	1/1/2015	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUSION (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	71798445	1/1/2014	3/1/2015	WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - FA EMPLOYED \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Professional Liability		02LX0089984777	1/1/2014	1/1/2015	Per Occurrence 1,000,000 Aggregate 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 301, Additional Remarks Schedule, if more space is required)

Professional is a scheduled underlying policy under the umbrella policy.

## CERTIFICATE HOLDER

## CANCELLATION 30 Days

Evidence of Coverage

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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## Financial Stability

Although ComPsych is closely held and therefore does not disseminate financial statements, our company is financially sound and stable. We count Dun and Bradstreet and Sun Life among our customers. A customer since 2002, the Internal Revenue Service (IRS) performed substantial investigative due diligence on our financial stability before awarding initial and subsequent contracts to ComPsych.

For more information, please contact Robert K. Jacobson, MBA, CPA, Chief Financial Officer, at 312-595-4003. In addition, the following may serve as financial references for ComPsych's stability:

Ernst & Young  
Michael Wholan  
233 S. Wacker Drive  
Chicago, IL 60606  
312-879-2609

JPMorgan Chase  
Dorinda Stayton  
Chase Tower  
10 South Dearborn Street  
35th Floor  
Chicago, IL 60603  
312-732-7114