



Posted Date: September 19, 2022

Solicitation No.: RFP220094CJV

Solicitation Name: Employee Benefits – Employee Assistance Program (EAP)

Subject: Addendum Number 1

The following represents clarification, additions, deletions, and/or modifications to the above referenced bid. This addendum shall hereafter be regarded as part of the solicitation. Items not referenced herein remain unchanged, including the response date. Words, phrases or sentences with a strikethrough represent deletions to the original solicitation. Underlined words and bolded, phrases or sentences represent additions to the original solicitation.

1. ATTACHMENT: Existing EAP Contract

2. QUESTIONS/ANSWERS

1.	Why is the County’s EAP business being put out to bid at this time? Is the County required to put this business up for bid periodically, or is there a genuine interest in exploring other EAP options at this time
Answer	The existing EAP contract is expiring December 31, 2022. The County has exhausted all available renewal options. Existing contract is attached for reference.
2.	Are there any service or performance issues with your current vendor? If so, please describe any areas of dissatisfaction.
Answer	Availability of providers is always a concern. We want to ensure appropriate care is provided in a quick timeline and it has been challenging to ensure consistent, quick referral access across the variety of assistance issues request when members access the EAP.
3.	What changes or improvements to your current EAP are you looking to make to better deliver services to your employees?
Answer	All variations to current plan designs are requested in the Attachment A document. The County wants to offer an EAP that adds value to member’s lives and is easy to communicate and access.
4.	What services are not included in your current EAP that you would like to add?
Answer	All variations to current plan designs are requested in the Attachment A document. No specific additional services are being requested but the document allows each proposer to include additions that the feel would help the county offer a premier EAP to their employees.
5.	What are your top goals for your EAP program? (e.g. enhance the benefit package, improve employee health and wellness, manage risk and employee performance, contain health care costs)
Answer	The County finds it critical that the EAP program add meaningful value to employee’s lives and that it is easy for employees and dependents to utilize.

	Services must be provided in an accurate and timely manner, meeting participants where they are in their needs.
6.	Is your EAP integrated with your organization's other benefits or programs e.g. Leave/Absence administration? If not, would you like it to be?
Answer	EAP is not currently fully integrated with any other benefits but has been coordinated when appropriate to cross-refer between programs (for example, EAP to medical and Disability to EAP).
7.	Do you have a budget cap or a not to exceed amount for EAP Services?
Answer	Current contract does not include a cap on EAP services.
8.	What are your top 3 priorities in an EAP?
Answer	Top priorities include ease of use, communicating benefits to employees and providing benefits that add value to employee's lives.
9.	How many hours of the following services are included within the current EAP contract per year? <ul style="list-style-type: none"> • Onsite training/orientation/educational seminars • Onsite health fair/event participation • Onsite critical incident support events (# events/# hours) • Webinar training
Answer	Reference Information tab within the Attachment A document for current contract details.
10.	Please provide insight into the condition of the workforce. Are there specific issues facing your workforce (i.e. stress, morale, etc.) and HR? Have there been any major events in the last year (i.e. reductions in force, critical incidents, etc.)?
Answer	Included in the solicitation package is historical EAP utilization. Outside of COVID-19, there have not been major events at Lee County.
11.	Are electronic signatures on proposal documents acceptable?
Answer	Yes, providing they are legitimately authenticated electronic signatures. The County will not waive any notary requirements.
12.	Is your EAP Helpline currently answered by customer service representatives or by clinical personnel?
Answer	The phones are currently answered by a master level clinician.
13.	Are legal, financial and daily living work/life services currently a part of your EAP program?
Answer	Yes. For additional current program details please reference tabs "Plan Design" and "Information" in Attachment A included in this solicitation.
14.	What will be required of the clients we list as references? Will you conduct a telephone interview, require a written reference response, etc.?
Answer	References must complete Form 3 of the RFP package. Completed forms (3) must be submitted with the vendor's proposal. References will be verified by the assigned project analyst following the project opening.
15.	Who is your health plan provider and is the plan self-funded?
Answer	Aetna is the County's current health plan provider. The plan is self-funded.
16.	On a scale of 1-5 with 5 being the highest, how would you rate your current vendor?

Answer	The County is currently satisfied with the current EAP vendor and maintains a strategic outlook on all benefits to ensure the greatest value is being brought to employees and their families.
17.	Attachment A, Tab 2, Lines 34 to 39. a. These lines appear to repeat the same questions. Can you clarify what is desired here?
Answer	Question #7 on lines 37 to 39 should reference In-Person EAP sessions.
18.	Attachment A, Tab 4 – Plan Design, line 21 indicates 50 onsite hours for training, etc. While Tab 2 – Plan Admin indicates 200 onsite hours for training etc. a. Can you clarify how many hours you would like included?
Answer	50 onsite hours

BIDDER/PROPOSER IS ADVISED, YOU ARE REQUIRED TO ACKNOWLEDGE RECEIPT OF THIS ADDENDUM WHEN SUBMITTING A BID/PROPOSAL. FAILURE TO COMPLY WITH THIS REQUIREMENT MAY RESULT IN THE BIDDER/PROPOSER BEING CONSIDERED NON-RESPONSIVE.

ALL OTHER TERMS AND CONDITIONS OF THE SOLICITATION DOCUMENTS ARE AND SHALL REMAIN THE SAME.

Christy VanAllen

Christy VanAllen, Procurement Analyst
Direct Line: 239-533-8839
Lee County Procurement Management

**AGREEMENT FOR
EMPLOYEE BENEFITS: EMPLOYEE ASSISTANCE PROGRAM (EAP)**

THIS AGREEMENT ("Agreement") is made and entered into by and between Lee County, a political subdivision of the State of Florida, hereinafter referred to as the "County" and **ComPsych Employee Assistance Programs, Inc.**, an Illinois corporation authorized to do business in the State of Florida, whose address is 455 North Cityfront Plaza Dr., 13th Floor, Chicago, IL 60611, and whose federal tax identification number is 36-3739783, hereinafter referred to as "Vendor."

WITNESSETH

WHEREAS, the County intends to purchase employee assistance program coverage services from the Vendor in connection with "Employee Benefits: Employee Assistance Program (EAP)" (the "Purchase"); and,

WHEREAS, the County issued Solicitation No. RFP180386LKD on July 6, 2018, (the "Solicitation"); and,

WHEREAS, the County evaluated the responses received and found the Vendor qualified to provide the necessary products and services; and,

WHEREAS, the County posted a Notice of Intended Decision Proposal Action on September 7, 2018; and,

WHEREAS, the Vendor has reviewed the products and services to be supplied pursuant to this Agreement and is qualified, willing and able to provide all such products and services in accordance with its terms.

NOW, THEREFORE, the County and the Vendor, in consideration of the mutual covenants contained herein, do agree as follows:

I. PRODUCTS AND SERVICES

The Vendor agrees to diligently provide all products and services for the Purchase in accordance with the project Scope of Services made part of this Agreement as Exhibit A, attached hereto and incorporated herein. Vendor shall comply strictly with all of the terms and conditions of Solicitation No. RFP180386LKD, as modified by its addenda, copies of which are on file with the County's Department of Procurement Management and are deemed incorporated into this Agreement.

II. TERM AND DELIVERY

A. This Agreement shall commence immediately upon the effective date and shall continue for one year. The effective date shall be January 1, 2019.

This Agreement may be renewed for up to three (3) additional one (1) year periods upon the mutual written agreement of the parties.

III. COMPENSATION AND PAYMENT

- A. The County shall pay the Vendor in accordance with the terms and conditions of this Agreement for providing all products and services as set forth in Exhibit A, and further described in Exhibit B, Fee Schedule, attached hereto and incorporated herein. Said total amount to be all inclusive of costs necessary to provide all products and services as outlined in this Agreement, and as supported by the Vendor's submittal in response to the Solicitation, a copy of which is on file with the County's Department of Procurement Management and is deemed incorporated into this Agreement.
- B. Notwithstanding the preceding, Vendor shall not make any deliveries or perform any work under this Agreement until receipt of a purchase order from the County. Vendor acknowledges and agrees that no minimum order or amount of product or work is guaranteed under this Agreement and County may elect to issue no purchase orders. If a purchase order is issued, the County reserves the right to amend, reduce, or cancel the purchase order in its sole discretion.
- C. All funds for payment by the County under this Agreement are subject to the availability of an annual appropriation for this purpose by the County. In the event of non-appropriation of funds by the County for the services provided under this Agreement, the County will terminate the contract, without termination charge or other liability, on the last day of the then current fiscal year or when the appropriation made for the then-current year for the services covered by this Agreement is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this Agreement, cancellation shall be accepted by the Vendor on thirty (30) days' prior written notice, but failure to give such notice shall be of no effect and the County shall not be obligated under this Agreement beyond the date of termination.

IV. METHOD OF PAYMENT

- A. The County shall pay the Vendor in accordance with the Local Government Prompt Payment Act, Section 218.70, Florida Statutes, upon receipt of the Vendor's invoice and written approval of same by the County indicating that the products and services have been provided in conformity with this Agreement.
- B. The Vendor shall submit an invoice for payment to the County on a monthly basis for those specific products and services as described in Exhibit A (and the corresponding fees as described in Exhibit B) that were provided during that invoicing period.

- C. For partial shipments or deliveries, progress payments shall be paid monthly in proportion to the percentage of products and services delivered on those specific line items as approved in writing by the County.

V. ADDITIONAL PURCHASES

- A. No changes to this Agreement or the performance contemplated hereunder shall be made unless the same are in writing and signed by both the Vendor and the County.
- B. If the County requires the Vendor to perform additional services or provide additional product(s) related to this Agreement, then the Vendor shall be entitled to additional compensation based on the Fee Schedule as amended to the extent necessary to accommodate such additional work or product(s). The additional compensation shall be agreed upon before commencement of any additional services or provision of additional product(s) and shall be incorporated into this Agreement by written amendment. The County shall not pay for any additional service, work performed or product provided before a written amendment to this Agreement.

Notwithstanding the preceding, in the event additional services are required as a result of error, omission or negligence of the Vendor, the Vendor shall not be entitled to additional compensation.

VI. LIABILITY OF VENDOR

- A. The Vendor shall save, defend, indemnify and hold harmless the County from and against any and all claims, actions, damages, fees, fines, penalties, defense costs, suits or liabilities which may arise out of any act, neglect, error, omission or default of the Vendor arising out of or in any way connected with the Vendor or subcontractor's performance or failure to perform under the terms of this Agreement.
- B. This section shall survive the termination or expiration of this Agreement.

VII. VENDOR'S INSURANCE

- A. Vendor shall procure and maintain insurance as specified in Exhibit C, Insurance Requirements, attached hereto and made a part of this Agreement.
- B. Vendor shall, on a primary basis and at its sole expense, maintain in full force and effect, at all times during the life of this Agreement, insurance coverage (including endorsements) and limits as described in Exhibit C. These requirements, as well as the County's review or acceptance of insurance maintained by Vendor, are not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Vendor under this Agreement. Insurance carriers providing coverage

required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of B+ Class VII or better. No changes are to be made to these specifications without prior written specific approval by County Risk Management. To the extent multiple insurance coverages and/or County's self-insured retention may apply, any and all insurance coverage purchased by Vendor and its subcontractors identifying the County as an additional named insured shall be primary.

VIII. RESPONSIBILITIES OF THE VENDOR

- A. The Vendor shall be responsible for the quality and functionality of all products supplied and services performed by or at the behest of the Vendor under this Agreement. The Vendor shall, without additional compensation, correct any errors or deficiencies in its products, or if directed by County, supply a comparable replacement product or service.
- B. The Vendor warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Vendor), to solicit or secure this Agreement and that it has 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 fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Agreement.
- C. The Vendor shall comply with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.
- D. Vendor specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:
 - 1) keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the services required under this Agreement;
 - 2) upon request from the County, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided 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; and

- 4) meet all requirements for retaining public records and transfer, at no cost to the County, all public records in possession of Vendor upon termination of this Agreement 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 system of the County.

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 239-533-2221, 2115 SECOND STREET, FORT MYERS, FL 33901, publicrecords@leegov.com; <http://www.leegov.com/publicrecords>.

- E. The Vendor is, and shall be, in the performance of all work, services and activities under this Agreement, an independent contractor. Vendor is not an employee, agent or servant of the County and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Vendor's sole direction, supervision and control. The Vendor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Vendor's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees of the County. The Vendor shall be solely responsible for providing benefits and insurance to its employees.

IX. OWNERSHIP OF PRODUCTS

It is understood and agreed that all products provided under this Agreement shall become the property of the County upon acceptance by the County.

X. TIMELY DELIVERY OF PRODUCTS AND PERFORMANCE OF SERVICES

- A. The Vendor shall ensure that all of its staff, contractors and suppliers involved in the production or delivery of the products are fully qualified and capable to perform their assigned tasks.
- B. The personnel assigned by the Vendor to perform the services pursuant to this Agreement shall comply with the terms set forth in this Agreement. Any change or substitution to the Vendor's key personnel must receive the County's written approval before said changes or substitution can become effective.

- C. The Vendor specifically agrees that all products shall be delivered within the time limits as set forth in this Agreement, subject only to delays caused by force majeure, or as otherwise defined herein. "Force majeure" shall be deemed to be any unforeseeable and unavoidable cause affecting the performance of this Agreement arising from or attributable to acts, events, omissions or accidents beyond the control of the parties.

XI. COMPLIANCE WITH APPLICABLE LAW

This Agreement shall be governed by the laws of the State of Florida. Vendor shall promptly comply with all applicable federal, state, county and municipal laws, ordinances, regulations, and rules relating to the services to be performed hereunder and in effect at the time of performance. Vendor shall conduct no activity or provide any service that is unlawful or offensive.

XII. TERMINATION

- A. The County shall have the right at any time upon fifteen (15) days' written notice to the Vendor to terminate this Agreement in whole or in part for any reason whatsoever. In the event of such termination, the County shall be responsible to Vendor only for fees and compensation earned by the Vendor, in accordance with Section III, prior to the effective date of said termination. In no event shall the County be responsible for lost profits of Vendor or any other elements of breach of contract.
- B. After receipt of a notice of termination, except as otherwise directed, the Vendor shall stop work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or sub-contracts for materials, services, or facilities except as necessary for completion of such portion of the work not terminated; terminate all vendors and subcontracts; and settle all outstanding liabilities and claims.
- C. The County's rights under this Agreement shall survive the termination or expiration of this Agreement and are not waived by final payment or acceptance and are in addition to the Vendor's obligations under this Agreement.

XIII. DISPUTE RESOLUTION

- A. In the event of a dispute or claim arising out of this Agreement, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Lee County, Florida, with the parties sharing equally in the cost of such mediation.

- B. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.
- C. Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Lee County, Florida, or where proper subject matter jurisdiction exists, in the United States District Court for the Middle District of Florida. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.
- D. This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Florida without regard to its conflict of laws principles.
- E. Unless otherwise agreed in writing, the Vendor shall be required to continue all obligations under this Agreement during the pendency of a claim or dispute including, but not limited to, actual periods of mediation or judicial proceedings.

XIV. MISCELLANEOUS

- A. This Agreement constitutes the sole and complete understanding between the parties and supersedes all other contracts between them, whether oral or written, with respect to the subject matter. No amendment, change or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.
- B. The provisions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assignees of the parties hereto. A party to this Agreement shall not sell, transfer, assign, license, franchise, restructure, alter, or change its corporate structure or otherwise part with possession or mortgage, charge or encumber any right or obligation under this Agreement without the proposed assignee and/or party restructuring, altering or changing its corporate structure agreeing in writing with the non-assigning party to observe and perform the terms, conditions and restrictions on the part of the assigning party to this Agreement, whether express or implied, as if the proposed assignee and/or party restructuring, altering or changing its corporate structure was an original contracting party to this Agreement. Notwithstanding the foregoing provision, the Vendor may assign its rights if given written authorization by the County and claims for the money due or to become due to the Vendor from the County under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the County. Notice of any such transfer or assignment due to bankruptcy shall be promptly given to the County.

- C. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.
- D. The failure of the County to enforce one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.
- E. The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.
- F. Neither the County's review, approval or acceptance of, nor payment for, the products and services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- G. If the Vendor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.
- H. Any notices of default or termination shall be sufficient if sent by the parties via United States certified mail, postage paid, or via a nationally recognized delivery service, to the addresses listed below:

Vendor's Representative:		County's Representatives:	
Name:	Patrick Glass	Names:	Roger Desjarlais Mary Tucker
Title:	Business Development Executive	Titles:	County Manager Director of Procurement Management
Address:	455 N. Cityfront Plaza Dr, 13th FL Chicago IL 60611	Address:	P.O. Box 398 Fort Myers, FL 33902
Telephone:	312-610-6677	Telephone:	239-533-2221 239-533-8881
Facsimile:	312-595-3125	Facsimile:	239-485-2262 239-485-8383
E-mail:	pglass@compsych.com	E-Mail:	rdesjarlais@leegov.com mtucker@leegov.com

- I. Any change in the County's or the Vendor's Representative will be promptly communicated by the party making the change.
- J. Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.

K. In the event of conflicts or inconsistencies, the documents shall be given precedence in the following order:

1. Agreement
2. Solicitation
4. Vendor's Submittal in Response to the Solicitation

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date last below written.

WITNESS:

ComPsych Employee Assistance Programs, Inc.

Signed By: *MAA*

Signed By: *[Signature]*

Print Name: Britt Anderson

Print Name: Richard ~~Arso~~ Chaifetz

Title: CEO

Date: 10-31-18

LEE COUNTY

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: *[Signature]*
CHAIR

DATE: 11/22/18

ATTEST:
CLERK OF THE CIRCUIT COURT
Linda Doggett, Clerk

BY: *[Signature]*
DEPUTY CLERK



APPROVED AS TO FORM FOR THE
RELIANCE OF LEE COUNTY ONLY:

BY: *[Signature]*
OFFICE OF THE COUNTY ATTORNEY

EXHIBIT A SCOPE OF SERVICES

Vendor shall provide employee assistance program coverage services in full accordance with this Agreement, Solicitation No. RFP180386LKD as modified by its addenda, and the relevant portions of Vendor's proposal attached hereto and incorporated by reference as "Attachment 1 to Exhibit A."

Vendor shall assess the presenting problem of each Participant requesting counseling Services and provide a maximum of five (5) sessions per presenting problem. For severe problems determined by ComPsych not to be resolvable in the above number of sessions, the Participant shall be referred for alternative Services after assessment.

Vendor shall provide up to ten (10) sessions for those individuals receiving a formal mandated referral. Furthermore, if such an individual covered by the County for services under this Agreement exhausts all ten (10) sessions included per person, per issue, and it is determined by Vendor's clinical review team that the individual requires more assistance, the Vendor shall allow up to two (2) additional sessions for that individual to resolve the issue at no additional cost to the County.

Any County-mandated sessions beyond those included at the monthly per-employee rate contained herein, as referenced above, shall be billed to the County at the Vendor's current negotiated provider rate not to exceed \$70.00 per session. Additional sessions shall only be authorized upon mutual agreement of the Vendor and County.

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ATTACHMENT 1 TO EXHIBIT A

Program Requirements

Proposer Name: CompPsych Corporation

Lee County Board of County Commissioners would like your organization to submit a proposal to administer the EAP and Work Life program as described below. Please indicate your ability to meet these requirements by answering Agree or Disagree in the

	Program Requirements	Agree/Disagree	Comments/Description
1	Provider Network/Referrals 1. Guide to providers designated as high quality and that are best suited to the member's needs (based on quality and/or outcomes data) 2. Assistance provided for appointment scheduling, including set up sessions with EAP providers for members 3. Verify provider referrals also participate in the member's medical plan network 4. Please provide a GEO Access for your Active EAP Providers with the following parameters: Urban: 2 within 10 miles Suburban: 2 within 15 miles Rural: 2 within 30 miles 5. Describe any other components of your provider network and/or provider referral process that are not reflected above	Agree/Disagree Agree Agree Agree Agree N/A	Using our proprietary system, we will use GuidanceExperts' specialization, geographic accessibility, cultural considerations and the caller's stated preference (for example, for a female counselor) to pinpoint a suitable GuidanceExpert. GuidanceConsultants can either give employees the office location and phone number or transfer them directly for appointment scheduling. CompPsych will contact GuidanceExperts within four hours of an initial request to inform them of the referral and employee information. CompPsych has the capability to locate providers within a medical plan's network. However, limitations within some plans networks may prevent access to local EAP providers. CompPsych's strong local network covers 100% of Lee County employees in urban and suburban locations, and 99.5% of employees in rural locations. Rural employees have access to two providers within 33.3 miles, which falls just outside the stated parameters. A GeoAccess report is included in the appendix. CompPsych's network includes only CompPsych-credentialed, state-licensed clinicians with expertise in areas such as: adolescents and children; anxiety disorders and depression; domestic violence; marriage and families; stress management; and substance abuse. We can match the needs of County employees with GuidanceExperts (network providers) who speak the same language and have the same culture. Our current network includes GuidanceExperts who speak more than 75 languages. Additionally, we have GuidanceExperts who can assist hearing-impaired individuals.
2	Counseling Services 1. Up to 5 face-to-face visits per issue per year (to be determined later in process) 2. Telephonic counseling services available 3. Describe any other components of your counseling services that are not reflected above	Agree Agree N/A	If an issue is not resolved within the EAP (97% percent resolution in the County's program in 2017) and one or two additional sessions will bring the treatment to closure, CompPsych will certify those sessions within the EAP benefit. Although it's rare that our providers begin treatment and find that an individual will need care beyond the EAP, this issue does arise. CompPsych's care review team will carefully research and evaluate these cases before we transition the individual's care to the benefit plan, and manage benefits accordingly. GuidanceExperts (network providers) provide in person, telephonic, or video counseling (depending on availability and caller preference). Because most callers have not previously contacted an EAP service, our services go beyond intake and triage. We take the necessary time to educate callers on the CompPsych services. We engage them in the program, increase their comfort with our services and encourage utilization. CompPsych believes in-person care is valuable, which is why we refer callers to in-person sessions. 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. During emergency calls, the CompPsych 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.

ATTACHMENT 1 TO EXHIBIT A

	Program Requirements	Agree/Disagree	Comments/Description
3	Employer Support Services and EAP Access		
	1. Unlimited management consultation	Agree	ComPsych offers expertise with issues such as substance use, compliance with the Americans with Disabilities Act and other government regulations, workplace violence and organizational re-engineering. If the County needs support for an employee issue, a ComPsych employee relations specialist can provide it, working from extensive knowledge of and experience with workplace regulations and best practices. Our services to the County reflect its HR policies and procedures.
	2. Unlimited management referral support	Agree	<p>Referrals can be either voluntary or formal:</p> <ul style="list-style-type: none"> • Voluntary referrals—an employee comes to their manager with an issue or a manager identifies an issue during initial discussions regarding performance and discipline. The manager reminds the employee that the EAP can help them, and the employee's use of the EAP is optional. • Formal referrals—a manager directs the employee to use EAP services after informing the employee that performance or behavior issues are hindering productivity or a policy such as drug free workplace has been violated. Managers formally refer employees after taking disciplinary steps. <p>We recommend that before meeting with the employee to make a formal referral, the HR manager and the manager contact the EAP. We will discuss the referral process, provide a consent form for release of information and agree to a timetable for informing HR of the employee's attendance, progress and compliance with the treatment plan. Due to confidentiality, we do not disclose clinical and/or personal information.</p>
	3. Unlimited employee and manager orientations	Disagree	Orientation sessions are included in the bank of 100 training hours.
	4. Bank of 100 hours for on-site educational seminars, critical incident response and support services	Agree	
	5. Pre-developed programs that can be used for employee education and integrated into larger employer health and wellness campaigns	Agree	ComPsych will continually support the County's GuidanceResources program with topical communications. During program relaunch, we will develop an annual communications calendar around specific needs, promoting engagement and driving utilization by addressing employees' most pressing issues. For example, if January's campaign topic was elder care, we would offer a series of posters, HelpSheets and employee trainings tailored to individuals dealing with elder care issues, while February might focus on financial wellness or child care, and so on. Our campaigns are supported by the 160 personal development workshops and behavioral wellness seminars that the County currently finds valuable and heavily utilizes, along with our best-in-class, self-service, on-demand training modules. These brief interactive online modules include titles such as Stress-A Way of Life or Fact of Life?, Managing Personal Finances, and Time Management Tools and Principles.
	6. Ability to interface effectively with individuals at multiple levels within the LCBOCC such as, managers, administration, and employees in a variety of roles	Agree	
	7. Describe any other components of your employer support services that are not reflected above	N/A	We supplement employer orientation training with guides for managers and supervisors, which cover topics such as organizational benefits, the manager's role in the EAP, referral methods and steps to effective management performance. The County also receives our quarterly newsletter, ComPsych Newslines. It includes e-briefs and invitations to attend webinars on topical issues and provides HR executives and staff with valuable benefit and behavioral health information.
	8. Please see below specifications for the current EAP Access for employees and confirm you can match this benefit. 8.1 Employee Self Referral. An employee or eligible dependent may contact the EAP directly to request information or make an appointment. Within the limits of confidentiality, County administration will not be notified when an employee or eligible dependent makes a self referral to the EAP. Employees will receive orientation regarding self referral procedures.	Agree	Employee orientation sessions focus on benefits and features. These orientation sessions last approximately 30 minutes and cover topics such as: <ul style="list-style-type: none"> • Program history, background and purpose • Access to the benefit • Employer-specific services • Reminder that there is no cost to employees and their family members • Issues that can be addressed by GuidanceResources and work-life services • Assurance of confidentiality Employee orientation sessions can be adapted to a wide variety of audiences.

ATTACHMENT 1 TO EXHIBIT A

Program Requirements	Agree/Disagree	Comments/Description
<p>8.2 Supervisory Referral: Supervisors are responsible for identifying, documenting, confronting and offering assistance to employees whose deteriorating job-related performance and behavior suggests that an employee may be experiencing a problem of a personal nature. Should this occur, the supervisor may:</p>	Agree	<p>When the County needs to refer employees to the EAP, the ComPsych formal referral specialists will assist managers or HR professionals throughout the process. Referrals can be either voluntary or formal:</p> <ul style="list-style-type: none"> • Voluntary referrals—an employee comes to their manager with an issue or a manager identifies an issue during initial discussions regarding performance and discipline. The manager reminds the employee that the EAP can help them, and the employee's use of the EAP is optional. • Formal referrals—a manager directs the employee to use EAP services after informing the employee that performance or behavior issues are hindering productivity or a policy such as drug free workplace has been violated. Managers formally refer employees after taking disciplinary steps. <p>We recommend that before meeting with the employee to make a formal referral, the HR manager and the manager contact the EAP. We will discuss the referral process, provide a consent form for release of information and agree to a timetable for informing HR of the employee's attendance, progress and compliance with the treatment plan. Due to confidentiality, we do not disclose clinical and/or personal information.</p>
<p>8.2.a. Recommend that the employee voluntarily seek assistance (informal referral) from the County's EAP provider</p>	Agree	
<p>8.2.b. Decide that the severity of the observed problem(s) is such mandatory referral to the EAP should be made (formal referral).</p>	Agree	
<p>8.3 In order to use the EAP most effectively, the earliest possible referral of an employee with unsatisfactory job performance is encouraged. The supervisor will meet with the employee to review his/her performance record. Supervisors should not attempt to diagnose the nature of the employee's problem. However, the supervisor should be alert to changes in behavior that may signal a problem, such as: Continued work performance problems after being counseled by the supervisor, such as absenteeism, chronic tardiness, decline in work quality and/or work quantity; A series of incidents which indicates the possible presence of a personal problem; and/or: A violation of the County's Drugs and Alcohol in the Workplace Policy.</p>	Agree	
<p>8.4 Supervisors shall receive training on how to identify and confront employees that are experiencing problems of a personal nature that may be affecting their job performance.</p>	Agree	<p>Manager/supervisor orientation sessions discuss how to use the EAP to support employees and maximize their productivity. The ComPsych program helps managers to identify troubled employees and encourage them to seek help.</p> <p>The one-hour sessions cover topics such as:</p> <ul style="list-style-type: none"> • Types of issues and problems addressed by GuidanceResources • Issues that can affect productivity and advice on focusing on behavior and performance instead of personal issues • Process for accessing critical incident response services • Formal versus voluntary referrals and advice on making a timely, tactful referral <p>We supplement this training with guides for managers and supervisors, which cover topics such as organizational benefits, the manager's role in the EAP, referral methods and steps to effective management performance. We will provide the County managers and supervisors with an electronic copy of these training manuals.</p> <p>Managers and supervisors may also contact ComPsych via the County-dedicated toll-free number to consult with a formal referral specialist on issues impacting an employee's job performance.</p>
<p>8.4.a Informal Referral: A supervisor, or other County management representative, can recommend that an employee participate in the EAP if the supervisor feels that the EAP might help to improve the employee's job performance. The basis of an informal referral should be: A moderate decline in one or two areas of the employee's job performance that is not corrected in a reasonable amount of time after a performance review session; or, The employee admits to a personal problem that may not yet be affecting their job performance. In an informal referral, the supervisor shall inform the employee of the benefits provided by the EAP and give the employee the name of the EAP firm and the telephone number. The supervisor or the employee may contact the County's EAP Coordinator, but this is not strictly required. In an informal referral, the EAP provider will not notify the supervisor or other County representative whether the employee used the EAP and will not divulge any information to the County about the employee's visit unless written permission is given by the employee.</p>	Agree	

ATTACHMENT 1 TO EXHIBIT A

	Program Requirements	Agree/Disagree	Comments/Description
	<p>8.4.b. Formal Referral: Formal referrals can take place at any time during the disciplinary procedure. Through the formal referral, the supervisor directs the employee to contact the EAP. The basis for a formal referral shall be one or a combination of the following: A serious decline in the employee's work performance; Continued performance problems or deficiencies after repeated counseling by the supervisor; A series of incidents which indicates the presence of a personal problem; and/or. Any violation of the County's Drugs and Alcohol in the Workplace Policy. A formal referral can be considered a requirement for continued employment and mandatory for employee participation. In a mandatory referral: The supervisor shall contact Employee Relations to discuss the employee's problem(s); Employee Relations shall contact the EAP counselor to discuss the appropriateness of an EAP referral and set up an appointment for the employee; The EAP counselor will ask the employee to sign a waiver allowing the counselor to contact Employee Relations and indicate whether the employee met with the counselor, the general nature of the problem and/or diagnosis, and whether the employee is following the EAP counselor's recommendations; The employee must attend the initial assessment interview conducted by the EAP counselor; Further participation with treatment recommendations is voluntary, however, failure to improve work performance may result in disciplinary action up to and including termination; If the formal referral is the result of a violation of the County's Drugs and Alcohol in the Workplace Policy, the provisions stated therein will apply; and, in certain circumstances, such as when termination may occur, the County may opt to give the employee another opportunity to improve his/her job performance by a formal referral to the EAP. In these cases, the employee may be asked to sign an acknowledgment letter indicating the failure to go to the EAP and follow the EAP counselor's recommendation(s) will result in termination.</p>	Agree	
	<p>8.5 Please confirm that should an employee be mandated for EAP services, this will not count against their 5 personal sessions.</p>	Agree	<p>During negotiations, Compsych agreed to provide 10 sessions per issue for Mandatory Referrals only.</p>

ATTACHMENT 1 TO EXHIBIT A

4	Work Life Services	Program Requirements	Agree/Disagree	Comments/Description
	<p>1. Program includes resource and referral services such as but not limited to child care, elder care, public aid information, job search assistance and convenience</p> <p>2. Legal consultation (describe the scope of services included)</p> <p>3. Financial consultation (describe the scope of services included)</p> <p>4. Pre-screened and verified referrals provided within two business days, or more quickly for urgent/emergency requests</p> <p>5. Describe any other components of your Work Life program that are not reflected above</p>	<p>With CompPsych's FamilySource® services, County employees and their family members can call our GuidanceConsultants for an initial assessment and consultation. Then, our resource specialists will research family care and personal convenience matters and provide a packet of customized, timely referral information and educational literature. Individuals can call an unlimited number of times regarding the same or different issues related to child and elder care, adoption, education, pet care and personal convenience needs. Additionally, employees can access information at GuidanceResources Online.</p> <p>Individuals can obtain information on issues such as:</p> <ul style="list-style-type: none"> • Bankruptcy • Contracts • Credit • Estate planning • Identity theft • Real estate • Wills <p>When individuals need legal representation or advice, we will refer them to one of our local Legal GuidanceExperts. Lawyers who belong to our network offer a free 30-minute consultation and a 25 percent reduction in fees thereafter.</p> <p>Our financial services cover a broad range of issues, including:</p> <ul style="list-style-type: none"> • Credit issues • Debt and bankruptcy • Family budgeting • Insurance options • Investment options • Money management • Mortgages, loans and refinancing <p>Our experts include certified public accountants (CPAs), certified financial planners (CFPs) and individuals with financial planning experience.</p> <p>We handle urgent requests to help with needs such as shelter, food or utilities immediately.</p> <p>We will send the packets to employees by the method they prefer—email, traditional mail or fax—within two business days. Based on employee need, we also supply helpful kits, which contain information and products related to topics such as pregnancy, adoption, retirement, elder care, pet care and fitness.</p>	<p>Agree</p> <p>Agree</p> <p>Agree</p> <p>Agree</p> <p>N/A</p>	

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5	Other Programs and Services	Program Requirements	Agree/Disagree	Comments/Description
	<p>1. Please confirm your company will provide counseling sessions for employees and their dependent family members for the purpose of:</p> <p>a. Assessment of employees' problem(s). employee problems shall cover all human problems, including, alcohol and/or drug dependencies; physical, mental and emotional illness marital and family problems and financial, legal, parenting, aged parents, occupational and other stressful problems. Assessment shall include the evaluations required in Federal Regulation 49 cfr part 382 and 49 cfr part 653, to determine if covered employees who test positive for alcohol or prohibited drugs are in need of assistance in resolving problems associated with alcohol and/or drug use</p> <p>b. Crisis management for departments or employee groups who are experiencing extreme workplace stress due to a crisis;</p> <p>c. Utilization of motivational counseling skills</p>	<p>Agree</p>	<p>Employees always reach our GuidanceConsultants, who are master's-level clinicians, via the County-dedicated toll-free number, never an answering service or an automated menu system. GuidanceConsultants are CompPsych employees who will listen to County's employees' issues, assess their needs and refer them to specialists to resolve their issues.</p> <p>When County managers and supervisors are concerned about a situation or their teams are experiencing stress related to a traumatic event, the CompPsych critical incident department is available immediately. A critical incident services coordinator will gather information about the incident and provide immediate phone support. If on-site services are needed, the coordinator will arrange for a crisis counselor to be at the site.</p> <p>Because most callers have not previously contacted an EAP service, our services go beyond intake and triage. We take the necessary time to educate callers on the CompPsych services. We engage them in the program, increase their comfort with our services and encourage utilization. Our GuidanceConsultants' clinical experience allows us to use an open-text template in our intake process. We don't use forced-response intake templates. As GuidanceConsultants talk to individuals, they will document details such as the following:</p> <ul style="list-style-type: none"> • Presenting problem, symptoms and family history • Risk—individuals' thoughts of hurting themselves or others including plans, actions, history, potential victim • Alcohol/substance use—drug of choice, amount of use, use frequency, date of onset, date of last use, treatment history • 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 • Current treatment—level of care, facility name and address, therapist name and phone number, medication and dosage • Psychiatric treatment history • Work or school-related issues—performance, attendance, peer relationships, unprofessional behavior, workplace violence <p>Starting from the initial intake call, the GuidanceConsultant will make sure our service has been satisfactory by asking, "Have I addressed all your concerns? Is there anything else I can do to help you before we hang up?" These questions ensure that we never rush a caller off the phone, and that the caller's experience starts positively.</p>	
	<p>d. Short term counseling (5 sessions/problem/member).</p> <p>e. Specialized short term counseling in conjunction with and as an extension to the Tri-County Critical incident stress debriefing team. the certified employee assistance professionals providing this counseling shall have specialized training in critical incident stress debriefing</p> <p>f. Referral to the appropriate community treatment resource which provides the most effective treatment, coordinated with the substance abuse and mental health counseling benefits provided under the county's health insurance plans, whenever feasible in order to minimize cost to the county and to its employees and</p> <p>g. Provide appointment within 24 hours for an employee in a safety sensitive position, where the situation may adversely affect his/her job performance</p>	<p>Agree</p> <p>Agree</p> <p>Agree</p> <p>Agree</p>	<p>CompPsych's program for the County includes up to 5 sessions, per issue per employee/family member, per year.</p> <p>The CompPsych 24-hour critical incident department deals exclusively with events such as natural disasters, fatal accidents, corporate restructuring and large-scale crises. Our specialized team will consult with managers, helping them to develop an action plan, facilitating on-site services, if necessary, and conducting follow-up calls with affected parties. This is an important distinction when competing vendors—many competitors outsource this important service.</p> <p>As a standard part of our EAP services, CompPsych proactively coordinates with our customers' benefits vendors—behavioral health care, medical carrier, disease management, wellness, disability, group life insurance, FMLA administration, pharmacy management—to ensure optimal usage of all resources.</p>	

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Program Requirements	Agree/Disagree	Comments/Description
<p>h. Follow up system to monitor employee/client's progress during and subsequent treatment</p>	<p>Agree</p>	<p>CompPsych uses the professional judgment that comes from deep experience to monitor care throughout the process, from initial intake through post-care satisfaction surveys. For routine referrals, CompPsych will contact the employee within two days of the first call to make sure a suitable appointment was available. For urgent and emergency cases, we will follow up within one day. During any call, we encourage the individual to follow through with our referral recommendation.</p>
<p>2. A 1-800 toll free number available to employees and their dependent family members which is professionally staffed twenty-four (24) hours per day, seven (7) days a week, to handle all requests for assistance including those of a crisis/emergency nature.</p>	<p>Agree</p>	<p>County employees and their family members can contact CompPsych with issues regarding behavioral and emotional health, family, legal, financial, wellness or other personal matters 24 hours a day, seven days a week, via the County-dedicated toll-free line, email and chat feature on GuidanceResources Online. We will conduct an issues assessment and direct the caller to the appropriate CompPsych GuidanceExpert (network provider) and cross-refer as appropriate to an in-house attorney, financial professional or family research specialist for further assistance—all through a single point of contact.</p>

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6	Communication and Promotion	Program Requirements	Comments/Description
7	<p>1. Web site updated frequently to reflect current events</p> <p>2. Ability to customize web site to reflect program branding as defined by LCOBCC</p> <p>3. Describe any other components of your web site that are not reflected above</p>	<p>1. Ability to customize program material to reflect program branding as defined by LCOBCC.</p> <p>2. Marketing, communication, and branding support provided by your organization at no additional cost</p> <p>3. Initial and ongoing communication and promotion campaign</p> <p>4. Communication and promotion materials (describe what type of material is included in your financial proposal, e.g., printed posters, brochures, flyers, and quantity)</p> <p>5. Describe any other components of your communication and promotion services that are not reflected above</p>	<p>Agree/Disagree Agree</p> <p>Agree</p> <p>Agree</p> <p>Agree</p> <p>N/A</p> <p>The alert section on the GuidanceResources Online home page provides breaking news and information on health crises, natural disasters and other regional events that can affect the County, employees and their family members.</p> <p>The site is currently customized with the County's logo and toll-free number.</p> <p>Our fall 2018 development and enhancement plans for our digital products and services include:</p> <ul style="list-style-type: none"> • Re-design and Functional Enhancements to GuidanceResources Online—We will redesign the look and feel of our award-winning website, GuidanceResources Online, to enhance the user experience. Our redesign efforts will include a convenient services menu that consolidates key access functionality in one place as well as new personalization features, such as the redesigned search bar and the "ResourceRecommender", both of which will allow users to more fully customize their experience; provide higher levels of site navigation; and enhanced search functionality. • Expansion of Chat and Email Functionality—We will expand our live chat and email ("Ask a GuidanceConsultant") capabilities to additional GuidanceResources global websites, thereby covering more than 90% of the global population we serve across 160 countries. • Customizable Editorial Calendar—Customers will have the ability to customize its GuidanceResources Online homepage themes, supported by a configurable editorial calendar of monthly topics such as: <ul style="list-style-type: none"> • January: Program Launch / Re-launch • February: Financial Wellness • March: Tax Time • April: Summer Camp • May: Mental Health • June: Vacation Planning • July: Safety First • August: Back to School • September: Mindfulness • October: Balanced Eating • November: Diabetes • December: Healthy Holidays

ATTACHMENT 1 TO EXHIBIT A

	Program Requirements	Agree/Disagree	Comments/Description
8	<p>Integration</p> <p>1. Coordination with internal LCBOCC teams (Human Resources, Employee Relations, Organizational Effectiveness, Safety, etc.) - ability to track and report integration in utilization reports.</p> <p>2. Coordination with LCBOCC's vendor partners - ability to track and report integration in utilization reports.</p> <p>3. Describe any other components of your integration capabilities that are not reflected above</p>	<p>Agree</p> <p>Agree</p> <p>N/A</p>	<p>As a standard part of our EAP services, CompPsych proactively coordinates with our customers' benefits vendors—behavioral health care, medical carrier, disease management, wellness, disability, group life insurance, FMLA administration, pharmacy management—to ensure optimal usage of all resources.</p>
9	<p>Account Management</p> <p>1. Program will be managed by a primary account representative</p> <p>2. Submit the following information regarding the individual who will serve as the primary account representative for the Lee County Board of County Commissioners account</p> <p>a. Name</p> <p>b. Location (city/state)</p> <p>c. Years of experience with your organization</p> <p>d. Credentials</p> <p>3. Will you provide a single LCBOCC-dedicated toll-free number to the Lee County Board of County Commissioners members to access services?</p> <p>4. Please provide the location (city/state) of the EAP and Work Life intake service center that will service the LCBOCC account.</p> <p>5. Does your organization use a back-up service for after-hours support? If so, indicate the hours during which this service is provided and the credentials of the individuals answering the telephone.</p> <p>6. Account representative will provide proactive outreach to LCBOCC with resources related to current events, and updates regarding new initiatives, pilots, programs</p> <p>7. Account representative will meet with LCBOCC face to face yearly to review end of year results of utilization data, recommendations, and strategic updates</p> <p>8. Account representative will meet with LCBOCC telephonically at a minimum on a quarterly basis to review utilization data, recommendations, and strategic updates</p> <p>9. Will any aspect of the EAP and Work Life program be subcontracted? If so, identify the program, and the subcontractor.</p> <p>10. Describe any other components of your account management capabilities that are not reflected above</p>	<p>Agree</p> <p>N/A</p> <p>N/A</p> <p>N/A</p> <p>N/A</p> <p>Agree</p> <p>N/A</p> <p>N/A</p> <p>Agree</p> <p>Agree</p> <p>N/A</p> <p>N/A</p>	<p>Senior Account Manager David Cunningham, located in Sanford, FL, will continue to lead the County's program.</p> <p>David Cunningham Sanford, FL</p> <p>12 years</p> <p>David brings more than 27 years of account management experience to his role of Senior Account Manager where he specializes in ensuring the quality and timeliness of CompPsych services and delivery. His extensive background in behavioral health has positioned him as a managed care champion for the account management team. He serves as a direct liaison between customers and CompPsych operations in developing an implementation plan, building the customer relationship and investigating concerns or complaints. Previously, David worked as an independent consultant, and provided clinical services in a multidisciplinary group practice. David holds a Master of Science degree in Clinical Psychology and a Bachelor of Arts degree in Psychology from the University of Central Florida.</p> <p>The County's current dedicated toll-free number is 855-459-6512 .</p> <p>CompPsych provides services from its headquarters in Chicago, IL; Fort Lauderdale, FL; and Las Vegas, NV.</p> <p>No. Employees always reach our staff of master's-level clinicians 24 hours a day, 7 days a week.</p> <p>Our account managers proactively offer help to a customer that may be affected by a publicized critical incident. Account managers also proactively inform customers of new developments and initiatives that may be of interest to them.</p> <p>No. CompPsych does not use subcontractors to deliver its EAP and work-life services.</p> <p>The account manager for the County, David Cunningham, prepares a narrative executive summary analysis that discusses trends, comparisons to our book of business and suggestions for future initiatives. As a result, the County can measure the effectiveness of communication efforts and understand how to best help employees.</p>

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Program Requirements		Agree/Disagree	Comments/Description
10	Implementation 1. Assume an effective date of January 1, 2019 2. Please confirm your ability to meet LCOCC's timeline for program implementation effective date for the program of January 1, 2019. 3. Comprehensive implementation and program launch support 4. Your organization will provide reasonable assistance to enable a smooth transition from the existing vendor 5. Describe any other components of your implementation process that are not reflected above	Agree	
		Agree	
		Agree	
		Agree	CompSych is the County's existing vendor.
		N/A	As the County's current EAP/work-life vendor, CompSych will review the current program and provide insight and strategies to enhance the program and drive utilization.
11	Reporting 1. Monthly utilization reports that include member utilization statistics as well as outcomes and impact to business 2. Reports contain executive summary and recommendations 3. LCOCC data is benchmarked against prior periods and industry 4. Describe any other components of your reporting capabilities that are not reflected above	Agree	
		Agree	
		Agree	
		N/A	CompSych reports contain the following information: • All services requested • Organizational trends • Demographic data • Utilization trends • Intervention and promotion strategies • Recommendations for program direction Utilization and executive summary reports are included in the appendix.
12	Contractual Agreements 1. Your organization confirms that your organization, processes, and systems are in full compliance with all applicable federal and state laws and regulations, including HIPAA. Any fines related to noncompliance will be your sole responsibility. 2. Your organization must agree to notify LCOCC of contract termination at least 180 days in advance with cause. LCOCC reserves the right to terminate this contract, in whole or in part, with 90 calendar days' written notice. 3. Your organization agrees to include a termination provision in the contract that permits LCOCC to terminate the contract before the end of the contract period without cause. 4. Upon termination of the business relationship with LCOCC, your organization agrees to provide reasonable assistance to enable a smooth transition at no additional expense to the entity(ies) assuming responsibility for the services that your organization had provided. 5. Your organization must agree not to take action that would result in the interruption of care for members or beneficiaries prior to the completion of their course of treatment. 6. In the event of termination, your organization will transfer all data and other pertinent records required for a smooth transition to a new provider organization at no additional expense.	Agree	
		Agree	
		Agree	CompSych requests at least 15 days' written notice per the current contract.
		Agree	
		Agree	
		Agree	

ATTACHMENT 1 TO EXHIBIT A

Financial Request				
Proposer Name: ComPsych Corporation				
Please submit fees based on the requirements below:				
1. January 1, 2019 program effective date.				
2. Program design described in the Program Requirements section.				
3. Three-year fee guarantee (January 1, 2019 to December 31, 2021).				
4. Submit fees on a per employee per month basis assuming a flat rate (no year-over-year increases).				
Proposed Fees - Five Sessions PER ISSUE Model - do not include home mailing, or any services in core fees unless these services are part of your standard core offering				
	Eligible Population	2019 PEPM	2020 PEPM	2021 PEPM
EAP fees	4,235	\$1.11	\$1.11	\$1.11
Work Life fees	4,235	\$0.19	\$0.19	\$0.19
EAP Services				
EAP utilization (projected number of EAP cases [face-to-face and telephonic] as a % of eligible employees)		5%	5%	5%
EAP claims estimate (report as pepm)		\$0.92	\$0.92	\$0.92
Average cost per visit		\$60	\$60	\$60
Cost for communications		\$0.01	\$0.01	\$0.01
Cost for bank of hours		\$0.04	\$0.04	\$0.04
Work Life Services				
Work Life utilization (projected number of Work Life cases as a % of eligible employees)		2%	2%	2%
Additional services				
Please report the cost of any additional services not included in the proposed fees:				
	2019 PEPM	2020 PEPM	2021 PEPM	
Home Mailing	\$0.04	\$0.04		
Work Life Kits	Included	Included	Included	
Others?	N/A	N/A	N/A	
Autism Spectrum Disorder (family support)	Included	Included	Included	
Legal	Included	Included	Included	
On-Site Ad Hoc Services				
Please submit the hourly fees for services beyond those included in the contract:				
	2019 to 2021 Hourly Rate			
1. Employee and manager educational and topical sessions	\$150.00			
2. Manager and supervisor training	\$150.00			
3. Critical incident response services	\$225.00			
4. Employee or manager orientation	\$150.00			
5. Train-the-trainer sessions with client personnel	\$150.00			
6. Fitness for duty evaluation	\$2950/case			
7. Other	N/A			
Financial Proposal Questions				
Responses				
Please respond to the following questions regarding your organization's financial proposal:				
1 Will your proposed program fees be impacted should utilization of LCBOCC's EAP exceed your assumptions?	No.			
2 Will you agree that your fees are guaranteed and will not be adjusted unless the client's eligible population changes beyond a corridor of +/-10%?	Yes.			
3 Please describe any specialty services or programs that are being offered to LCBOCC (e.g., Work Life Kits, identity theft, etc.) that are not included in your core program fees. Please submit proposed fees for these specialty services or programs (must be guaranteed for a three-year period).	N/A			
4 Intake Model: Confirm your fee is based on the requested direct to licensed clinician intake model. Please provide the impact on a PEPM basis to the EAP fee if LCBOCC were to implement a direct to master level specialist intake model.	ComPsych only offers direct to Master's level or higher clinician intake.			
5 Fees will be guaranteed for three years (1/1/2019 to 12/31/2021)	Yes.			
6 Indicate if preparation and/or travel costs are included or excluded from the above ad hoc service fees. Describe how preparation and/or travel costs are charged.	For CISM and training purposes, ComPsych uses local GuidanceExperts and trainers/facilitators whenever possible, so travel is rarely required. When travel is required, it will be billed upon terms which the County and ComPsych mutually agree.			
7 Fees for a home mailing are itemized separately in financial tab and not included in core services to all eligible employees	Agree			

ATTACHMENT 1 TO EXHIBIT A

Revision dtd 07/24/2018 issued with Addendum 2

Performance Guarantees

Proposer Name: ComPsych Corporation

LCBOCC and the selected organization will enter into a performance agreement with a percent of fees at risk based on actual Performance results must be reported quarterly and must be based upon LCBOCC-specific results, not on the overall performance

	Agree/Disagree	Comments
1. Total percent of fees at risk:		
Year 1 (including program implementation and network development): 25%	Agree	
Years 2 and 3: 20%	Agree	
2. EAP and Work Life Utilization		
Guarantee: Maintain at least 7% utilization (based on case utilization) on an annual basis	Agree	
Fees at risk: 5%	Agree	
3. Telephone Service Factor		
Guarantee: 90% of calls will be answered within 30 seconds	Agree	
Fees at risk: 3.0%	Agree	
4. Abandonment Rate		
Guarantee: <3%	Disagree	ComPsych proposes 5%
Fees at risk: 3.0%	Agree	
5. Program Outcomes		
Guarantee: 90% of users report improved work performance, well-being, and problem resolution	Disagree	We request to discuss this metric.
Fees at risk: 2%	Agree	
6. Member Satisfaction		
Guarantee: 90% of users responding to the satisfaction survey will report satisfaction with the overall quality of EAP and/or Work Life services	Agree	
Fees at risk: 2%	Agree	
7. Client Satisfaction		
Guarantee: SLCBOCC reports satisfaction with the vendor account management services and delivery of program services, such as CISD, educational sessions, and training sessions, based on LCBOCC specific account management experience	Agree	Assumes mutually agreed upon survey
Fees at risk: 5%	Disagree	ComPsych proposes 2%
8. Program Implementation		
Guarantee: Your organization will fulfill all aspects of the implementation process to LCBOCC's satisfaction	Agree	ComPsych will not be responsible for any delays caused in whole or in part by LCBOCC
Fees at risk: 2.5% (year 1 only)	Agree	
9. Network Development		
Guarantee: Your organization agrees to develop the EAP provider network in areas determined to have weak network access. Adequate access must be established in these identified locations no later than December 2018	Agree	
Fees at risk: 2.5% (year 1 only)	Agree	

**EXHIBIT B
FEE SCHEDULE**

Compsych Summary of Services:

Fees:

Award Amount or details: \$1.30/per person, per month

Additional Items	Unit of Measure	Cost per unit
Home Mailings	Per Employee, per month	\$0.04
Work Life Kits	N/A	Included
Autism Spectrum Disorder	N/A	Included
Legal	N/A	Included
Employee and manager educational and topical sessions	Hourly	\$150
Manager and supervisor training	Hourly	\$150
Critical incident response services	Hourly	\$225
Employee or manager orientation	Hourly	\$150
Train-the-trainer sessions with client personnel	Hourly	\$150
Fitness for duty evaluation	Hourly	\$250

EXHIBIT C

INSURANCE REQUIREMENTS

Ver 10/06/2014
36.1

Insurance Guide:

Major Insurance Requirements with Professional Liability (modified coverage)
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Minimum Insurance Requirements: Risk Management in no way represents that the insurance required is sufficient or adequate to protect the Vendor's interest or liabilities. The following are the required minimums the Vendor must maintain throughout the duration of this Contract. The County reserves the right to request additional documentation regarding insurance provided.

- a. **Commercial General Liability** - Coverage shall apply to premises and/or operations, products and completed operations, independent contractors, and contractual liability exposures with minimum limits of:

not less than \$5 million per occurrence and \$5 million aggregate for bodily injury and property
- b. **Business Auto Liability** - The following Automobile Liability will be required and coverage shall apply to all owned, hired and non-owned vehicles use with minimum limits of:

\$1,000,000 combined single limit (CSL) and aggregate for bodily injury and property damage for all vehicles used in connection with the operations of the vendor.
- c. **Workers' Compensation** - Statutory benefits as defined by Chapter 440, Florida Statutes, encompassing all operations contemplated by this Contract or Agreement to apply to all owners, officers, and employees regardless of the number of employees. Workers' Compensation exemptions may be accepted with written proof of the State of Florida's approval of such exemption. Employers' liability will have minimum limits of:

\$500,000 per accident
\$500,000 disease limit
\$500,000 disease - policy limit
- d. **Professional Liability Errors & Omission Insurance** in an amount not less than \$5 million per occurrence/aggregate to cover all aspects of liability having to do with administration of health plans, including but not limited to all aspects of managed care and provider contracting, eligibility and contractual liability, medical malpractice, etc.

*The required minimum limit of liability shown in a., b., and c. may be provided in the form of "Excess Insurance" or "Commercial Umbrella Policies," in which case, a "Following Form Endorsement" will be required on the "Excess Insurance Policy" or "Commercial Umbrella Policy."

Verification of Coverage:

1. Coverage shall be in place prior to the commencement of any work and throughout the duration of the Contract. A certificate of insurance will be provided to the Risk Manager for review and approval. The certificate shall provide for the following:
 - a. The certificate holder shall read as follows:

Lee County Board of County Commissioners
P.O. Box 398
Fort Myers, Florida 33902
 - b. "Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials" will be named as an **Additional Insured** on the General Liability policy, including Products and Completed Operations coverage.

Special Requirements:

1. An appropriate "Indemnification" clause shall be made a provision of the Contract.
2. If applicable, it is the responsibility of the general contractor to ensure that all subcontractors comply with all insurance requirements.
3. Place the project name and number in the Description of Operations box.
4. Insurance carriers providing coverage required herein shall be licensed to conduct business in the State of Florida and shall possess a current A.M. Best's Financial Strength Rating of B-Class VII or better.

End of Insurance Guide section