



Travis County Commissioners Court Agenda Request

Meeting Date: Tuesday, November 18, 2014
Prepared By/Phone Number: C.W. Bruner, 854-9760
Elected/Appointed Official/Dept. Head: Cyd Grimes
Commissioners Court Sponsor: Judge Biscoe

Approve contract award for Travis County Employee Assistance Program, RFP No. 1407-009-CW, to the highest ranked Proposer, Deer Oaks EAP Services, LLC.

- **Purchasing Recommendation and Comments:** Purchasing recommends approval of requested action. This procurement action meets the compliance requirements as outlined by the statutes.

The contract provides the Employee Assistance Program (EAP) for Travis County employees / retirees and the members of their household.

RFP No. 1407-009-CW was issued September 15th, 2014 and closed on October 6th, 2014. A total of thirty-seven (37) vendors were solicited and five (5) proposals were received. Based on all the scoring of all the evaluation factors, as detailed in the RFP, Deer Oaks EAP Services, LLC (Deer Oaks) scored the highest of all proposers.

Deer Oaks' proposal offered the County the lowest rates and an expanded range of services. Deer Oaks is headquartered in San Antonio, Texas and has offered EAP and Work/Life services to employers for 22 years. They have a strong background and experience in offering services to similar employer groups as evidenced by 95% of their book of business being comprised of public employers including a number of other counties and municipalities.

The evaluation committee carefully reviewed, analyzed, interviewed and scored several proposals from EAP vendors. The Deer Oaks proposal provided the best value for Travis County. The per employee per month (PEPM) fee is \$1.05 which is a 7% reduction from the current rate of \$1.13. Based on the expanded services and reduced PEPM fee, the

committee is recommending award of the contract to Deer Oaks EAP Services, LLC. to begin December 1, 2014.

As part of the proposal, Deer Oaks has provided an implementation plan for transitioning from the current provider, Alliance Workforce Partners, and will work closely with HRMD staff to provide employees with information and materials regarding the change in service. Deer Oaks will be able to assist participants currently utilizing services to ensure minimal impact.

➤ **Contract-Related Information:**

Award Amount: N/A (Requirements Contracts, As needed)

Contract Type: Annual, Unilateral

Contract Period: December 1, 2014 through November 30, 2015

➤ **Solicitation-Related Information:**

Solicitations Sent:	37	Responses Received:	5
HUB Information:	N/A	% HUB Subcontractor:	N/A

➤ **Funding Information: N/A**

SAP Shopping Cart / Funds Reservation #: N/A

Comments: Shopping carts are to be processed monthly based on current eligible members at the contracted rates.



HRMD

Human Resources Management

700 Lavaca Street, Suite 420

P.O. Box 1748

Austin, Texas 78767

(512) 854-9165 / FAX(512) 854-6677

November 6, 2014

MEMORANDUM

To: C.W. Bruner, Purchasing Department

From: John Rabb, Benefit Manger 
Shannon Steele, Benefit Administrator

Subject: Recommendation for Award, RFP # 1311-003-CW, Fully Insured Stop Loss Insurance

The current contract for the Employee Assistance Program (EAP) is set to expire on November 30, 2014. We would like to request the Purchasing Department recommend the awarding of the contract to Deer Oaks EAP Services LLC for an effective date of December 1, 2014.

Deer Oaks' proposal offered the County the lowest rates and an expanded range of services. Deer Oaks is headquartered in San Antonio, Texas and has offered EAP and Work/Life services to employers for 22 years. They have a strong background and experience in offering services to similar employer groups as evidenced by 95% of their book of business being comprised of public employers including a number of other counties and municipalities.

The evaluation committee carefully reviewed, analyzed, interviewed and scored several proposals from EAP vendors. After narrowing down the vendors and receiving the best and final offers, the committee felt like Deer Oaks' proposal provided the County with the best value for the services provided. The per employee per month (pepm) fee is \$1.05 which is a 7% reduction from the current rate of \$1.13. Based on the expanded services and reduced pepm fee, the committee is recommending award of the contract to Deer Oaks EAP Services LLC to begin December 1, 2014.

As part of the proposal, Deer Oaks has provided an implementation plan for transitioning from the current provider, Alliance Workforce Partners, and will work closely with HRMD staff to provide employees with information and materials regarding the change in service. Deer Oaks will be able to assist participants currently utilizing services to ensure minimal impact.

The funding source for this contract is 111 003 0001 513020 (Emp Asstc Programs)

The proposal from Deer Oaks includes the following Employee Assistance services and programs:

- Program evaluation and performance tracking to include clinical case management, quarterly utilization reports and an online patient satisfaction survey
- Aggressive program promotion and proactive education including monthly employee and supervisor newsletters, brochures, wallet cards, topical flyers, orientation DVDs, and posters
- Up to 75 hours of on-site seminars. These hours may be used at the County's discretion for Employee EAP Orientations; Health Promotion & Educational Seminars; Health & Wellness Series
- Seminars; Department of Transportation Reasonable Suspicion Seminars; Drug & Alcohol Policy & Education Seminars ; Supervisory Orientations & Seminars; Pre and Post-Incident Management Trainings; On-site Management/Organizational Consultation
- On-site Mediation/Conflict Resolution Services
- Attendance at Annual Health Fairs and Open Enrollment Activities
- Dedicated Account Management Team
- Confidentiality and HIPAA compliance

The proposal also included the additional Work/Life Services:

- Custom Stress Management and Workforce Engagement Initiatives
- Complete Work/Life services including legal/financial services, child/ elder care/daily living resources; referral listing provided within 12 hours for standard cases and within six (6) hours for urgent cases
- Free Online Identity Monitoring & Recovery Program
- Free Online Interactive Will Preparation
- Take the High Road Cab Reimbursement Program
- Unlimited telephonic management/organizational development consultations
- Unlimited online access to the Deer Oaks work/life website
- Online Learning Center: an interactive feature with articles, personal plans, assessments, audio advice, and quick tips on a wide range of individual effectiveness, physical, and emotional wellbeing issues
- Online Savings Center: a discount shopping program offering employees up to 25% discounts on name-brand goods and services
- Online Skillbuilders: E-learning courses with certificates of completion following each session
- Access to Free Monthly Topical Webinars via the Deer Oaks website
- Continued access to the EAP for all employees and their families for up to six (6) months postemployment



Travis County Purchasing Office

RFP Evaluation Matrix Summary, RFP # 1407-009-CW, Travis County EAP

RFP # 1407-009-CW

Travis County Employee Assistance Program

Deer Oaks EAP Services, LLC	89.0
Alliance Work Partners	82.4
Humana	75.4
Interface EAP	64.8
Ceridian HCM Inc.	54.0

**CONTRACT FOR EMPLOYEE ASSISTANCE PROGRAM
BETWEEN TRAVIS COUNTY
AND
DEER OAKS EAP SERVICES LLC.**

This Contract is entered into by the following parties:

Travis County ("County"), and

Deer Oaks EAP Services LLC., a limited liability corporation registered in the State of Texas ("Contractor" or "Deer Oaks").

RECITALS

County advertised its need for employee assistance services and distributed RFP # 1407-009-CW for these services. Contractor has responded to that request for proposals.

AGREEMENT

The parties agree to the terms and conditions stated in this contract.

Draft
PART I

- 1.0 **NUMBER OF COUNSELING SESSIONS AND HOURS OF TRAINING:** During the first year of this Contract, Contractor shall provide the number of Counseling Sessions needed by a Covered Person to resolve the issue presented up to five (5) sessions Counseling Sessions for each separate issue and up to seventy five (75) hours of training and the Per Employee Per Month (PEPM) fees shall be the amount stated in Attachment B for that number of Counseling Sessions and hours of training.
- 2.0 **RATE GUARANTEE:** Contractor shall not increase any rate stated in Attachment B. Both the PEPM rates and the hourly and per unit of service rates shall not change from December 1, 2014 through November 30, 2020 inclusive. The Services listed as included without additional charge under the PEPM in Attachment B shall not change from December 1, 2014 through November 30, 2020 inclusive.
- 3.0 **PERFORMANCE GUARANTEES:** Contractor guarantees the following aspects of performance at the level stated and if these levels are not achieved, Contractor shall reduce the PEPM fees for the following quarter by the following percent of PEPM fees at risk:
- 3.1 **Account Management:** Utilization Reports will be uploaded to the employer portal within 30 days after the end of the quarter and year and 1% of the PEPM for the following Quarter is at risk.
- 3.2 **Member Satisfaction:** Patient Satisfaction Survey Results will rate overall experience satisfactory or better in at least 90% of responses to surveys and 1% of the PEPM for the following Quarter is at risk.

3.3 Member Satisfaction: Employee and Supervisor Trainings will be well received, with Training Survey results averaging 90% or greater “Very Satisfied” and 1% of the PEPM for the following Quarter is at risk.

3.4 Scope of Services: All items outlined in the Scope of Services will be adhered to and 1% of the PEPM for the following Quarter is at risk.

4.0 **COMPLIANCE WITH DESCRIPTIONS IN DESCRIPTION OF SERVICES IN QUESTIONNAIRE:**

4.1 Contractor shall maintain the procedures for credentialing, the level of credentials and the level of experience and diversity related to its counselors and providers as described in the Description of Services Questionnaire.

4.2 Contractor shall provide the types of counseling in terms of both subject matter and methods of providing services (face-to-face, telephonic, and web video) described in the Description of Services Questionnaire.

4.3 Contractor shall maintain the standard of confidentiality described in the Description of Services Questionnaire.

5.0 **ACCESS TO EMPLOYER PORTAL:** Contractor shall provide County access to the employer portal to uploaded utilization reports. Standard utilization reports are provided each quarter and annually and include information requested by County without infringing on member confidentiality. Ad hoc utilization reports are also provided upon request.

PART II – SPECIFIC REQUIREMENTS

1.0 **DEFINITIONS.** In Part II and all proposals, the following definitions apply:

1.1 “Authorized Representative” means a Travis County supervisor, manager, or Human Resources staff.

1.2 “Counseling Session” means a scheduled face-to-face conference of not less than 50 minutes between a Participant and a qualified counselor for the purpose of discussing and identifying areas of concern and problem solving and may include intake, assessment, diagnosis, evaluation, counseling, treatment, referral, if indicated, follow-up and on-going review of the Participant’s need for the EAP Services, but does not usually include telephone conferences except in case of emergency or request by the Covered Person. Telephonic Counseling Sessions and online Counseling Sessions through eSessionCONNECT may take place if there is a structured format with the counselor and Covered Person pre-scheduling the sessions and call-in times. These are appointments and differ from telephonic assessment which determines the need for an appointment.

1.3 “Covered Person” means:

1.3.1 Employees (part-time and full-time) and

- 1.3.2 Family members of employees, and any person residing in the same dwelling unit as the employee.
- 1.3.3 Former employees (part-time and full-time) who are receiving counseling services at the time of separation from employment but only until the earliest of
 - 1.3.3.1 completion of the number of counseling sessions authorized under the Contract,
 - 1.3.3.2 referral to another resource by an Counselor or
 - 1.3.3.3 6 months after separation from employment.
- 1.3.4 Retirees
- 1.3.5 Family members of retirees, and any person residing in the same dwelling unit as the retiree.

1.4 “Day” means calendar day.

1.5 “EAP Services” means the employee assistance program services described in this Part II and described in further detail Attachment A in Contractor’s Proposal, and Exhibit 1 to Attachment A, Revised Questionnaire.

1.6 “Mandatory Referral” means the requirement imposed by an Authorized Representative as a condition of employment that a Covered Person participates in Counseling Sessions and successfully completes the course of treatment recommended by a counselor.

1.7 “Participant” means any Covered Person who requests assistance from Contractor.

2.0 **IMPLEMENTATION OF EAP PROGRAM:** County and Contractor shall implement this Contract based on the time table and implementation plan proposed by Contractor and negotiated with County and attached to this Contract in Attachment A, pages 43 through 45 in Contractor’s Proposal.

3.0 **TYPES OF EAP SERVICES:**

3.1 Contractor shall provide at least the following types of EAP Services as they are more specifically described in this contract and Attachment A:

- 3.1.1 Helpline assistance,
- 3.1.2 Short-term Counseling Sessions,
- 3.1.3 Substance abuse services,
- 3.1.4 Mandatory referral,
- 3.1.5 Critical incident support,
- 3.1.6 Information and education services, and

3.1.7 Administrative and reporting services.

4.0 “HELPLINE” ASSISTANCE:

- 4.1 Contractor must maintain a 24 hours per day /7 days per week /365 days of the year toll-free telephone assistance helpline for Covered Persons as a means of discussing confidential or sensitive workplace or personal issues.
- 4.2 Contractor shall provide access to a Spanish speaking bilingual counselor on the helpline at all times. The use of a translation line is also acceptable.
- 4.3 Contractor shall provide appropriate telephone services for the hearing impaired.
- 4.4 Qualified, licensed counselors shall be available at all times via the Helpline. The Helpline is answered “live” by Work/Life Consultants during normal business hours with counselors available to provide clinical assessments and in-the-moment support services.
- 4.5 In cases determined by the counselor to be an emergency, Contractor shall ensure that the helpline counselor arranges a face-to-face appointment for the Participant within two (2) hours if clinically appropriate. In these situations the case manager will follow the escalation procedure as warranted. This may include involvement of emergency services, ER or hospitalization to preserve the employee’s safety. Subsequent appointments are available within 24 hours following the employee being stabilized.
- 4.6 If a Participant contacts the helpline to make an appointment, Contractor shall give the Participant the name of a local network counselor and allow the Participant to make the appointment with the counselor unless the Participant requests assistance from the helpline counselor in making the appointment.
- 4.7 Contractor shall not use any answering or paging services for the helpline.

5.0 COUNSELING SERVICES:

- 5.1 Contractor shall provide Counseling Sessions in places and manner that provide confidentiality regarding the use of the EAP Services, physical safety and security, and easy accessibility for Participants needing accommodation under the Americans with Disabilities Act. Contractor shall provide Counseling Sessions for Participants at a local office. Contractor shall not provide Counseling Sessions in the home of a Participant.
- 5.2 Contractor shall only use qualified, licensed counselors to conduct Counseling Sessions. If a Participant requests a specific counselor, Contractor shall honor the request, if possible.
- 5.3 Contractor shall provide comprehensive short-term Counseling Sessions for a broad range of personal problems, including but not limited to:
 - 5.3.1 Stress
 - 5.3.2 Psychological or emotional problems

- 5.3.3 Crisis intervention
- 5.3.4 Marital and/or family problems
- 5.3.5 Child and/or adolescent problems
- 5.3.6 Substance abuse
- 5.3.7 Management of anger/conflict/violence
- 5.3.8 Other as determined by County or counselor

5.4 Contractor shall refer the Participant to another appropriate resource for assistance if Contractor determines additional assistance is required after Contractor has conducted the number of Counseling Sessions authorized by the Contract. To the extent practicable, Contractor shall ensure that the counselor coordinates with a Participant's healthcare provider or other applicable insurance provider when making a referral.

6.0 SUBSTANCE ABUSE SERVICES:

- 6.1 Contractor shall provide substance abuse services that comply with drug testing regulations of the Department of Transportation (DOT) (49 CFR part 40) for Covered Persons who as a result of their position are required to submit to regular drug and alcohol testing under the Travis County Drug and Alcohol Policy. These substance abuse services must qualify as services provided by a Substance Abuse Professional (SAP) under the federal regulations in 49 CFR Part 40.
- 6.2 For Mandatory Referrals as a result of a positive drug/alcohol test, Contractor shall provide the services of a SAP.

7.0 MANDATORY REFERRAL:

- 7.1 Contractor shall provide Counseling Sessions for Covered Persons who are the subject of a Mandatory Referral.
- 7.2 Contractor shall evaluate all Covered Persons who are subject to Mandatory Referrals on a timely basis based on the presenting issue(s).

8.0 **CRITICAL INCIDENTS:** Contractor shall respond to all critical incident requests as described and proposed by Contractor.

9.0 INFORMATION AND EDUCATION SERVICES:

- 9.1 Contractor shall provide high quality communication about the benefits available from Contractor by conducting meetings and by providing materials in a simplified, easy-to-understand manner in English, Spanish and other languages as needed.
- 9.2 County has the right to approve all information provided to Covered Persons such as informational materials, educational materials, training and orientation outlines, and any other printed materials prior to their distribution or presentation.

9.3 Contractor shall offer face to face training programs and consultation related to at least the following topics:

9.3.1 common personal and workplace issues,

9.3.2 intervention during crisis situations, and

9.3.3 recognition and documentation of symptoms as indicators of the possible use of drugs and/or alcohol

10.0 ADMINISTRATIVE AND REPORTING SERVICES:

10.1 Contractor shall prepare and provide the Project Manager with quarterly and annual reports, in electronic format, that include at least the following information related to EAP utilization by service area, outcomes of EAP Services where applicable and estimated costs:

10.1.1 Number of counseling contacts per Participant by type and duration

10.1.1.1 Average number of Counseling Sessions per Participant

10.1.1.2 Number of Counseling Sessions per Participant (ex: 1 session, 2 sessions, etc.)

10.1.2 Participant satisfaction survey results

10.1.3 Statistical information related to utilization by type of service in the form of:

10.1.3.1 Gender of Participant

10.1.3.2 Race of Participant

10.1.3.3 Age of Participant

10.1.3.4 Categories that identify primary and secondary problems

10.1.3.5 Type of Participant such as employee, spouse, child, member of household, parent, retiree, other, or not disclosed.

10.1.3.6 Case Status such as new, ongoing, active, closed, disposition, or if closed.

10.1.3.7 If referred to Contractor, who referred Participant.

10.1.3.8 If self-referred to Contractor, how Participant learned about the program.

10.1.4 Number of training hours provided by type and location

PART III - SPECIAL PROVISIONS

- 1.0 **TERM OF CONTRACT:** The Contract shall be for a one (1) year period commencing December 1, 2014 12:00 A.M. Central Standard Time.
- 2.0 **OPTION TO EXTEND:** County may **unilaterally** extend this Contract for (i) five (5) additional one (1) year periods and (ii) three (3) additional one (1) month periods (individually, an “Option to Extend” and collectively, the “Options to Extend”). When County exercises its option to extend this Contract, County also has the option to select whether the number of Counseling Sessions included in the Per Employee Per Month fee for that option year will be five (5), seven (7) or ten (10) during that option year. In addition, County has the option to select whether the number of hours of training included in the Per Employee Per Month fees for that option year will be fifty (50) hours or seventy-five (75) hours. The modification exercising the option to extend must include the number of Counseling Sessions and hours of training on which the fees for that year will be determined. If a number of sessions or a number of hours of training is not stated in any modification exercising the option to extend this Contract, the missing number for that option year shall be the same as the number for that item during the preceding year. All other provisions of this Contract, except for term and price, shall remain unchanged and in full force. County may exercise an Option to Extend no sooner than ninety (90) days prior to expiration of the then current term. The total term of this Contract, including the Options to Extend, shall not exceed seventy-five (75) months. County may exercise all or a portion of the Option to Extend in any combination it deems necessary.
- 3.0 **ADMINISTRATION OF CONTRACT:** This Contract is administered by the benefits function for the County within the County Human Resources Management's Department. John Rabb is the Benefits Manager, telephone (512) 854-2742. Debbie L. Maynor is the County HRMD Director, telephone (512) 854-9165.
- 4.0 **FEES FOR EAP SERVICES, ATTACHMENT B**
- If there are no fees listed in Attachment B for a particular Service, Contractor shall not charge County any fee for that service.**
- 5.0 **CONTRACT ADMINISTRATOR:**
- 5.1 The Purchasing Agent is the chief procurement officer and acts as the overall contracts administrator.
- 5.2 The Project Manager has been designated as County’s primary representative on the Contract and acts on behalf of the County, and has the authority to interpret in writing policies and make decisions about Contractor performance. The Project Manager may designate representatives to transmit instructions and receive information. The Project Manager oversees day to day work and reviews Contractor’s performance of EAP Services under this Contract on behalf of the County. Whenever Contractor is required to obtain the approval of County or report to County, Contractor shall seek approval from and shall deliver the report to the Project Manager, or any other person that the parties may from time to time direct in writing. The Project Manager establishes requirements, approves and coordinates schedules, users, and equipment.

6.0 MINIMUM COVERAGE FOR INSURANCE:

6.1 Minimum Coverage:

Minimum insurance coverage may be written as combined single limits or structured using primary and excess or umbrella coverage that follows the form of the primary policy. Contractor acknowledges and shall maintain the following standard minimum insurance coverage applicable to Contractor and any subcontractor performing work related to EAP Services all in compliance with Part IV, sections 5.4 and 5.5:

6.1.1 Workers' compensation and employers' liability insurance that meets the following requirements:

6.1.1.1 Coverage that is consistent with statutory benefits outlined in the Texas Workers' Compensation Act,

6.1.1.2 Employers' liability limits of:

\$500,000 bodily injury each accident,
\$500,000 bodily injury by disease, and
\$500,000 policy limit.

6.1.1.3 Policies that are subject to the laws of the State of Texas and include the following endorsements in favor of Travis County:

Waiver of Subrogation (Form 420304), and
Thirty (30) day Notice of Cancellation (Form 420601).

6.1.2 Commercial general liability insurance that meets the following requirements:

6.1.2.1 Minimum limits for coverage:

\$500,000 per occurrence for coverage A for Bodily Injury and Property Damage,
\$500,000 per occurrence for coverage B Personal Injury and Advertisement, and
\$1,000,000 policy aggregate.

6.1.2.2 Policy that is subject to the laws of the State of Texas and contains the following coverage or is endorsed in favor of Travis County as follows:

Blanket contractual liability for this Contract,
Independent Contractor Coverage,
Waiver of Subrogation (Form CG 2404),
Thirty (30) day Notice of Cancellation (Form CG 0205), and
Travis County named as additional insured (Form CG 2010).

6.1.3 Business automobile liability insurance that meets the following requirements:

6.1.3.1 If any form of transportation for county personnel or clients is provided, minimum coverage for all owned, non-owned, and hired vehicles with a combined single limit of \$300,000 per occurrence.

6.1.3.2 Policy that is subject to the laws of the State of Texas and include the following endorsements in favor of Travis County:

Waiver of Subrogation (Form TE 2046A),
Thirty (30) day Notice of Cancellation (Form TE 0202A), and
Travis County named as additional insured (Form TE 9901B).

6.1.3.3 Alternative Insurance Requirement. If no transportation services of any type are provided, and use of motor vehicles is strictly limited to travel to and from work or work sites, evidence of Personal Auto Policy coverage with limits of \$100,000 / \$300,000 / \$50,000 may be provided in lieu of Business Automobile Liability Insurance in sections 7.1.3.1 and 7.1.3.2.

6.1.3.4 Any Policy under section 7.1.3.3 must be subject to the laws of the State of Texas and include the following endorsements in favor of Travis County:

Waiver of Subrogation (Form TE 2046A), and
Travis County named as additional insured (Form TE 9901B).

6.1.4 Professional liability / E & O insurance that meets the following requirements:

6.1.4.1 Minimum limit for coverage for malpractice, negligent acts, errors, or omissions and sexual harassment:

6.1.4.1.1 \$1,000,000 per claim, and

6.1.4.1.2 \$3,000,000 aggregate.

6.1.4.2 Policy that is subject to the laws of the State of Texas and include the following endorsements in favor of Travis County:

6.1.4.2.1 Waiver of Subrogation (if including in Commercial General insurance, Form CG 2404 or its equivalent, and

6.1.4.2.2 Thirty (30) day Notice of Cancellation (if including in Commercial General Insurance, Form CG 2404 or its equivalent.

6.1.4.3 If coverage is written on a claims made basis, the retroactive date must be prior to the earlier of the date this Contract is signed or effective and include a three (3) year extended reporting period from the date this Contract ends. The Certificate of Insurance must state whether the coverage is claims made and contain both the retroactive date of coverage and the extended reporting date.

6.1.4.4 Any subcontractor who is not covered under Contractor's professional liability insurance shall provide Contractor with current certificates of insurance annually on the renewal date of their insurance policy.

6.2 Contractor must mail the Certificate of Insurance, and updates, submitted in compliance with Part IV section 5.5.6 to the following address:

Cyd Grimes
Travis County Purchasing Agent
RFP # 1407-009-CW
P.O. Box 1748
Austin, Texas 78767

PART IV - GENERAL PROVISIONS

1.0 GENERAL DEFINITIONS:

- 1.1 "Auditor" means the Travis County Auditor or her designee.
- 1.2 "Commissioners Court" means Travis County Commissioners Court.
- 1.4 "County" means Travis County, Texas, a political subdivision of the State of Texas.
- 1.5 "Day" means calendar day.

- 1.6 "Project Manager" means:

Travis County Human Resources Management Department
Attn: John Rabb
700 Lavaca Street, Suite 420
Austin, Texas 78701

- 1.6 "Purchasing Agent" means the Travis County Purchasing Agent.
- 1.8 "Working Day" means Monday through Friday except for days that County has designed as holidays.

2.0 CONTRACTOR RESPONSIBILITIES:

- 2.1 Timeliness of EAP Services: Contractor shall perform the EAP Services in a timely manner.
- 2.2 Cooperation and Coordination: Contractor shall cooperate and coordinate with County staff and other entities as reasonable and necessary and as required by the Project Manager.
- 2.3 Personnel Used: Contractor expressly acknowledges that, in entering into this Contract, County has relied on the representations of Contractor about the persons who will be performing the EAP Services and their qualifications. Contractor shall ensure that all work done is done by the employees or members of Contractor or members of Contractor's network that are presented as performing the EAP Services in Contractor's proposal. Contractor shall not use any other person to provide EAP Services unless, before providing EAP Services, the Purchasing Agent approves the person at the request of Project Manager.
- 2.4 Professional Qualifications: At all times during Contract, Contractor shall maintain in good standing its professional license and accreditations applicable to EAP Services. Contractor shall

perform all acts reasonably necessary to maintain and improve its professional competence and training. Contractor shall Notify County within two (2) Work Days if any adverse action related to its professional license and accreditations or those of any employee or member of Contractor or member of Contractor's network occurs.

- 2.5 Right to Contractual Material: All work products created or produced by Contractor as a result of EAP Services, including programming, reports, charts, schedules, or other appended documentation to any responses, inquiries, correspondence, and related material are the property of the County at the time of creation. Any intellectual property rights granted to the County survive the termination of this Contract and endure for the useful life of the contractual material and other intellectual property rights provided.
- 2.6 Rights to Contractor's Work Products: Upon full payment, Contractor assigns to County any and all rights, title and interest, including, without limitation, copyrights, trade secrets and proprietary rights to the work products developed or prepared specifically for County under this Contract. The work products exclude all third party works and products whether or not included or embedded in Contractor's work products. Contractor shall give County reasonable assistance, at County's expense, to perfect this assignment of these rights, title and interest. However, if the work products include intellectual property owned or developed by Contractor before and independent from, its obligations under this Contract, Contractor retains all rights to that previous and independent product. In addition, Contractor retains the right to use its knowledge, experience, and know-how, including processes, ideas, concepts and techniques developed in the course of performing the EAP Services.
- 2.7 Standard of Care: Despite anything to the contrary in this Contract, Contractor shall perform all EAP Services using at least the standard of care that a reasonably prudent person in that profession in Travis County, Texas would use in similar circumstances. This Contract shall not be construed to relieve Contractor of this duty.
- 2.8 Ethical Standards: Contractor shall perform the EAP Services and exercise all discretionary powers in a manner consistent with applicable standards of professional conduct and ethics and Contractor's best professional judgment.
- 2.9 Civil Rights/ADA Compliance: In relation to performing the EAP Services, Contractor shall not discriminate against any applicant, employee, Covered Person or other person or in the selection and retention of counselors, subcontractors, including procurements of materials, on the basis of race, color, religion, sex, age, national origin or disability and provide all accommodations for disability required by the Americans with Disabilities Act. Contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices. Contractor shall provide all services and goods required under this Contract in a manner that would comply with the federal laws prohibiting discrimination if Contractor were required to comply with these laws. In addition, Contractor shall comply with the requirements relative to nondiscrimination in Federally-Assisted programs including Title VI of the 1964 Civil Rights Act (42 USC Section 2000d, et. seq.), the Rehabilitation Act of 1973, 29 U.S.C. § 794 (2006), and the Americans With Disabilities Act of 1990, as amended, and 49 CFR Part 21, both as explained in Federal Transit Administration (FTA) Circular 4702.1A, as they may be amended ("the Regulations") which are incorporated by reference and made a part of this Contract. If Contractor does not comply with the nondiscrimination provisions of this section, County shall impose the sanctions that County determines to be appropriate, including withholding payments to Contractor under this Contract until Contractor complies, or cancelling,

terminating or suspending the Contract, in whole or in part.

2.10 Records:

2.10.1 Maintenance and Retention: Contractor shall create and maintain all necessary and appropriate information and documentation (including accounting records) related to the EAP Services for at least three (3) years after providing the EAP Services, or until any litigation concerning any Services has been satisfactorily resolved, whichever occurs later.

2.10.2 Access: At reasonable times and on reasonable notice, Contractor shall make available to County or its duly authorized representatives any information and documentation in Contractor's possession or control, which directly pertains to EAP Services for audits, examinations, excerpts, and transcriptions for as long as Contractor has access to the information and documentation.

2.10.3 Duplication of information and documentation: Contractor shall provide copies of information and documentation to County upon written request to Contractor at a cost based on the rates applicable to copies provided pursuant to the Texas Public Information Act.

2.11 Return of County Equipment and Access Keys: At the end of this Contract, Contractor shall return property of any kind, including all keys, access cards and other means of access to county owned and leased buildings and other property that have been provided to it or its staff. Contractor shall not permit its employees to take or retain any County property or any property of County employees.

2.12 Legal Compliance: Contractor shall comply with all federal, state, and local laws, rules, regulations, and ordinances applicable to the performance of all EAP Services.

2.13 Conflict of Interest Questionnaire. If required, Contractor shall complete, file and update a Conflict of Interest Questionnaire in compliance with Chapter 176 of the Texas Local Government Code. Contractor acknowledges that the law requires the County to provide access to this questionnaire on the official Travis County website.

2.14 Certification Regarding Debarment. Contractor shall complete and update a Certification Regarding Debarment on the form in Attachment C whenever there is a change in status.

2.15 HIPAA Business Associate Agreement. Contractor shall execute and deliver to County the Business Associate Agreement in the form in Attachment E simultaneously with the execution of this Contract.

3.0 **CONTRACTOR CERTIFICATIONS, WARRANTIES AND ACKNOWLEDGMENTS:**

3.1 Limit of Authority of County Representatives: Contractor acknowledges that no officer, agent, employee, or representative of County has any authority to change this Contract, to approve assignment of any part of it, or to waive any provision of it unless expressly granted that specific authority by Commissioners Court.

3.2 Truth of Proposal: Contractor warrants that all of the information provided in its proposal is true

and correct and that Contractor will use its best efforts to provide quality service to County.

- 3.3 Compliance with Licensure Requirements: Contractor warrants that Contractor is current in payment and in good standing under all licensure requirements applicable to its business and the EAP Services to be provided under this Contract pursuant to all federal and state statutes, rules and regulations.
- 3.4 Copyrights, Patents, and Licenses: Contractor represents that all applicable copyrights, patents, licenses, and other proprietary or intellectual property rights which may exist on materials used in this Contract have been adhered to, and warrants that the County is not liable for any infringement of those rights.
- 3.5 Payment of Property Taxes: Contractor warrants that Contractor is not currently delinquent in payment of property taxes to the Travis County Tax Assessor–Collector.
- 3.6 Independent Contractor: Contractor acknowledges that Contractor is an independent contractor, operating solely in that capacity, and assumes all of the rights, obligations and liabilities applicable to it as an independent contractor. Contractor acknowledges that neither it nor its employees are an employee of County, and Contractor and its employees do not gain any rights against County pursuant to the County personnel policies and procedures.
- 3.7 No Agency Relationship: Contractor acknowledges that it does not have the authority to enter into any contract in the name of County or otherwise bind County in any way without the express written consent of County. County does not have the authority to enter into any contract in the name of Contractor or otherwise bind Contractor in any way without the express written consent of Contractor.
- 3.8 Understanding of Requirements: Contractor represents that it has thoroughly examined the technical requirements, performance parameters, instructions and all other Contract documents. Contractor has made all investigations necessary to be thoroughly informed regarding technical requirements, performance parameters for delivery of material, equipment and/or services as required by this Contract.
- 3.9 Financial Status: Contractor certifies that it is a duly qualified, capable, and otherwise bondable business entity, that it is not in receivership or contemplates same, and has not filed for bankruptcy. It further certifies that the company, corporation or partnership is not currently delinquent with respect to payment of property taxes within County.
- 3.10 Commissions: Contractor warrants that no persons or selling agency has been retained to solicit this Contract upon an understanding for a commission, percentage, brokerage, or contingent fee income, supplemental income, excepting bona fide employees or bona fide established commercial selling agencies maintained by Contractor to secure business. If Contractor violates this warranty, Contractor is subject to termination of this Contract without recourse or compensating County for the full amount of such commission, percentage, brokerage, or contingent fee at County’s discretion.
- 3.11 Gratuities: Contractor warrants that Contractor and anyone acting on behalf of Contractor has not offered or given any gratuities of any kind including entertainment, or gifts to any County official or employee with a view toward securing favorable treatment with respect of this Contract.

3.12 Lobbying with Federal Funds: Contractor warrants that Contractor has not paid and will not pay, and no one else has paid or will pay on behalf of Contractor, any federally appropriated funds to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

4.0 **COMPENSATION AND PAYMENT:**

4.1 Taxpayer Identification Number: Contractor shall provide County with an Internal Revenue Form W-9 Request for Taxpayer Identification Number and Certification that is completed in compliance with the Internal Revenue Code, its rules and regulations before any Contract funds are payable.

4.2 Fees and Invoicing: In consideration of the satisfactory performance of the EAP Services by Contractor and Contractor's compliance with this Contract, County shall pay Contractor in accordance with the Fee Rates and Payment Schedule in Attachment B based on invoices prepared by County for PEPM Fees and by Contractor for services not included in the PEPM Fees and payable based on hourly fees or unit of service fees in compliance with Attachment B. County is not liable for any advance payments.

4.3 Acceptance of EAP Services: County is not responsible for the cost of any EAP Services until County has accepted the EAP Services. County shall accept EAP Services when County determines, in its sole discretion, that the EAP Services have been performed and completed in a good and timely manner to County's satisfaction and at a standard acceptable in Contractor's profession. County shall not unreasonably withhold acceptance.

4.4 **Delayed Payment to Contractor Due to Outstanding Debt:**

4.4.1 In section 4.4, "Debt" includes delinquent taxes, fines, fees owing to the state or the County, and indebtedness arising from written agreements with Texas or County for which a notice with evidence has been filed with the County Auditor or Travis County Treasurer.

4.4.2 Section 154.045 of the Texas Local Government Code authorizes County not to draw a check on any County fund in favor of Contractor, or its agent or assignee until the Debt is paid after the Travis County Treasurer notifies Contractor in writing that the Debt is outstanding.

4.4.3 If the Treasurer's notice states that any amount owed by the County to Contractor may be applied to reduce the outstanding Debt, County may apply any amount County owes Contractor to the outstanding balance of the Debt.

4.5 Timely Payment: County pays Contractor within thirty (30) Days after County accepts the EAP Services and County receives a complete and accurate invoice, whichever is later. County pays interest on overdue payments in compliance with Chapter 2251 of the Texas Government Code.

- 4.6 Unauthorized Invoicing: County is not liable for any of the following:
- 4.6.1 costs incurred or performances rendered by Contractor before or after the Contract term,
 - 4.6.2 expenses not billed to County within the applicable time limits in this Contract, or
 - 4.6.3 any costs for activities not included as EAP Services.
- 4.7 Return of Overpayment: Contractor is liable to County if and when County determines that a payment has resulted in overpayment. Contractor shall repay the overpayment to County within thirty (30) Days after County requests a repayment. If Contractor does not repay the overpayment within thirty (30) Days, County may offset the amount of any overpayment against the next amount payable to Contractor under this or any other contract.

5.0 RISK ALLOCATION:

- 5.1 Definition of Claim: In section 5.0, “Third Party Claim” means any negligence, cause of action, suit, proceeding before any administrative agency, loss, damages, or liability of any kind, including all expenses of litigation, court costs and attorney’s fees.

5.2 Indemnification:

5.2.1 Contractor shall indemnify and hold harmless the County, its officers, agents, and employees, from all Third Party Claims for injury to or death of any person, for any act or omission by Contractor, or for damage to any property, arising out of or in connection with the EAP Services.

5.2.2 Contractor shall indemnify and hold harmless the County, its officers, agents, and employees from all Third Party Claims for damages to any person or property arising in connection with any alleged or actual infringement of existing patents, licenses, copyrights or other intellectual property rights applicable to materials used in and work products arising from this Contract.

- 5.3 Claims Notification: If Contractor receives notice or becomes aware of any Third Party Claim against Contractor or County, without regard to who brought it, Contractor shall give County Notice within three (3) Working Days after Contractor becomes aware of the Claim or threat of Claim. Unless otherwise directed, Contractor shall furnish County copies of all pertinent papers received by Contractor regarding the Claim. Contractor’s Notice shall include:

- 5.3.1 a written description of the Third Party Claim;
- 5.3.2 the name and address of whoever made or threatened to make the Third Party Claim;
- 5.3.3 the basis of the Third Party Claim;
- 5.3.4 the court or administrative tribunal, if any, where the Third Party Claim was instituted;
and

- 5.3.5 the name of any other persons against whom this Third Party Claim is being made or threatened.
- 5.4 Requirement for Insurance: Contractor shall have and maintain at least the minimum types of insurance listed in Part III section 7 throughout the term of this Contract. Contractor's insurance must be sufficient to cover the needs of Contractor pursuant to applicable generally accepted business standards related to the risks associated with providing the EAP Services, but not less than the minimum coverage limits listed in Part III section 7. Depending on EAP Services provided by Contractor, supplemental insurance requirements or alternate insurance options may apply in addition to those listed in Part III. If County authorizes Contractor to subcontract EAP Services under this Contract, Contractor shall either maintain insurance that covers all subcontractors and complies with this subsection and 5.5 and Part III section 7 throughout the term of the Contract or ensure that all subcontractors have and maintain insurance for the work related to the EAP Services that is performed by them and that their insurance complies with sections 5.4 and 5.5 and Part III section 7 while performing work related to the EAP Services.
- 5.5 General Insurance Requirements: Contractor shall comply with the following requirements related to insurance:
- 5.5.1 Contractor shall obtain insurance written by companies licensed in Texas that have an A.M. Best rating of B+ VIII or higher. If Contractor wants to use surplus carriers, these carriers are subject to County approval.
- 5.5.2 Insurance that names Travis County as an additional insured is primary for all claims under it.
- 5.5.3 Insurance coverage specified in this Contract is not intended and will not be interpreted to limit the responsibility or liability of Contractor.
- 5.5.4 Before Contractor begins EAP Services, Contractor shall have at least the required insurance in force. Contractor shall not allow any insurance to be cancelled or lapse and shall not permit the minimum limits of coverage to erode or otherwise be reduced during this Contract. Contractor is responsible for all premiums, deductibles, and self-insured retention.
- 5.5.5 Contractor shall submit a Certificate of Insurance written on the state-approved form and signed by the writing agent or the carrier to the Purchasing Agent within ten (10) Working Days after the earlier of execution of the Contract by both parties, or the effective date of the Contract. The Certificates of Insurance must include the Travis County contract number, all deductibles and self-insured retention, and the following endorsements, if applicable:
- 5.5.5.1 an endorsement that names Travis County as additional insured where County's interest may lie,
- 5.5.5.2 an endorsement which makes the insurance primary for all claims,
- 5.5.5.3 a Waiver of Subrogation endorsement

5.5.5.4 a Thirty (30) Day Notice of Cancellation endorsement

- 5.5.6 Contractor shall provide replacement Certificates of Insurance to the Purchasing Agent within ten (10) days of the each renewal of insurance during the term of this Contract in compliance with Part III, section 7.2.
- 5.5.7 On its request, County is entitled to receive certified copies of policies and endorsements at no additional expense to County.
- 5.5.8 Contractor acknowledges that County has the right to review insurance requirements during any term of the Contract and to require that Contractor make reasonable adjustments when the EAP Services have changed or expanded.

6.0 CHANGES TO CONTRACTOR'S RIGHTS AND OBLIGATIONS:

- 6.1 Assignment: The parties may not assign any rights or duties in this Contract without the prior written approval of the other party. Contractor may submit a written request for an assignment to the Purchasing Agent with a copy to Project Manager. The Purchasing Agent shall submit requests to the Commissioners Court for appropriate action. If Contractor fails to obtain approval, County may delay payment or exercise other legal or equitable rights. If Contractor assigns this Contract in compliance with this section, all aspects of this Contract are binding upon and inure to the benefit of its successors in interest and assigns. If County assigns this Contract in compliance with this section, all aspects of this Contract are binding upon and inure to the benefit of its successors in interest and assigns.
- 6.2 Subcontracting: Except as otherwise specifically provided in this Contract, Contractor may not subcontract with any other person to perform any of the EAP Services or other obligations under this Contract. If County authorizes subcontracting, Contractor shall include the provisions of sections 2.9 Civil Rights\ADA Compliance and 2.10 Records in every subcontract under this Contract, including procurements of materials, unless exempt by the Regulations, or directives issued pursuant to them.
- 6.3 General: Unless specifically provided otherwise in this Contract, any change to this Contract must be in writing and signed by each party.
- 6.4 Requests for Changes: Contractor shall submit requests for changes to this Contract to the Purchasing Agent with a copy to the Project Manager.
- 6.5 Purchasing Agent Authority: The Purchasing Agent has certain limited authority to approve changes subject to Chapter 262 of the Texas Local Government Code and County policy approved by the Commissioners Court. Within that authority, the Purchasing Agent may approve certain requests to change this Contract. At any time, the Purchasing Agent may submit any request to the Commissioners Court for approval, regardless of the authority of the Purchasing Agent to approve the change.
- 6.6 Change of Name: If Contractor's actions require County to recognize a change of Contractor's name, Contractor must notify the Purchasing Agent immediately. County does not recognize any change in its Contractor's obligations until Purchasing Agent approves the change.

7.0 DISPUTE RESOLUTION:

7.1 Procedure.

7.1.1 In this section 7.1, “Correspondence” means any notice, document, letter, email, or other tangible transfer of information related to an issue and “Dispute Manager” means the Purchasing Agent or other representative authorized by Commissioners Court.

7.1.2 Notice of Dispute:

If Contractor and the Project Manager have been unable to resolve any issue related to this Contract, Contractor may submit a Notice of the dispute to the Dispute Manager. The Notice should contain specific details about the issues and Contractor’s preferred resolution of the dispute, including mediation, if desired. Contractor may include any other relevant information.

7.1.3 Flow of Information:

After the Dispute Manager receives Contractor’s Notice, the Dispute Manager represents the County in the administration of the dispute. After this Notice, any additional Correspondence is not effective unless it is directed to or sent by the Dispute Manager. If Contractor disagrees with any Correspondence issued by the Dispute Manager, Contractor shall submit a written response detailing its reasons for disagreement with the Correspondence to the Dispute Resolver and the Project Manager within ten (10) Days after receipt of the Correspondence.

7.1.4 Proposed Resolution:

Within thirty (30) Days after the Dispute Manager receives Contractor’s response, the Dispute Manager must send a final written proposal for resolution of the dispute to Contractor.

7.1.5 Appeal:

If the final written proposal does not resolve the dispute to Contractor’s satisfaction, Contractor may submit a written appeal to the Commissioners Court through the Dispute Manager within ten (10) Days after receipt of the unsatisfactory proposal. The Dispute Manager forwards a copy of the appeal to the Project Manager for it to be placed on the Commissioners Court agenda. The Commissioners Court hears the appeal. Contractor may make a presentation at that hearing.

7.2 Mediation: When mediation is acceptable to both parties, the parties may use a mutually acceptable mediator, or a mediator appointed by a court of competent jurisdiction. Mediation is conducted in compliance with Chapter 154 of the Texas Civil Practice and Remedies Code. Unless both parties are satisfied with the mediated resolution, the mediation is not a final and binding resolution of the dispute. All communications within the scope of the mediation must remain confidential in compliance with section 154.073 of the Texas Civil Practice and Remedies Code, unless both parties agree in writing to waive confidentiality.

7.3 Suspension: After Notice to Contractor, County may suspend this Contract in whole or in part and withhold further payments to Contractor until County and Contractor resolve the issues

causing the suspension. Contractor shall not incur additional obligations of Contract funds after receipt of a Notice of suspension until Contractor receives a Notice from County that the issues supporting suspension are resolved to County's satisfaction.

- 7.4 Non-Waiver of Default: County expressly reserves all its rights under this Contract. Any action that County takes to exercise any right or remedy shall not be interpreted as a waiver of any other rights or remedies or preclude the exercise of any other right or remedy under this Contract or under any law. A payment, act, or omission by County shall not impair or prejudice any of its rights or remedies.

8.0 TERMINATION:

- 8.1 Termination for Convenience: County may terminate this Contract at any time by giving Contractor notice of termination at least sixty (60) Days before the effective date of the termination. If County terminates this Contract, County is not liable for any loss of profits anticipated by Contractor. Contractor may terminate this Contract on the anniversary of the Contract with a by giving the County notice of termination at least one hundred and eighty (180) Days before the effective date of the termination.

- 8.2 Termination for Default: Either party may terminate this Contract for the failure of the other party to perform any material provision of this Contract by delivering Notice of termination for default. A party may not terminate for default if the party was a contributing cause of the failure to perform. The Contract terminates immediately when the defaulting party receives that Notice. If County terminates this Contract, County is not liable for any loss of profits anticipated by Contractor.

- 8.3 Funding Out: Despite anything to the contrary in this Contract, if the Commissioners Court fails to provide funding for this Contract during the budget planning and adoption process for the next County fiscal year, County may terminate this Contract after giving Contractor twenty (20) Days' Notice that this Contract is terminated due to the failure to fund it.

9.0 FORFEITURE OF CONTRACT BENEFITS:

- 9.1 In this section 9.3, 9.4, and the Ethics Affidavit, "Is doing business" and "has done business" mean:
- 9.1.1 paying or receiving in any calendar year any money or valuable thing with a value of more than \$250 in the aggregate in exchange for personal services or for the purchase of any property or property interest, either real or personal, either legal or equitable; or
 - 9.1.2 loaning or receiving a loan of money or goods, or otherwise creating or having in existence any legal obligation or debt with a value of more than \$250 in the aggregate in a calendar year;
 - 9.1.3 but do not include:
 - 9.1.3.1 any retail transaction for goods or services sold to a Key Contracting Person at a posted, published, or marked price available to the public,
 - 9.1.3.2 any financial services product sold to a Key Contracting Person for personal, family, or household purposes in accordance with pricing guidelines applicable to

similarly situated individuals with similar risks as determined by Contractor in the ordinary course of its business; and

9.1.3.3 if Contractor is a national or multinational corporation, any transaction for a financial service or insurance coverage made on behalf of Contractor by its agent, employee, or other representative who does not know and is not in a position that he or she should have known about the Contract.

9.2 In section 9.3, 9.4, and the Ethics Affidavit, “Key Contracting Person” means any person or business listed in Exhibit 1 to the Ethics Affidavit attached to this Contract as Contract Attachment D.

9.3 Contractor shall forfeit all benefits of this Contract and County shall retain all performance by Contractor and recover all considerations, or the value of all consideration, paid to Contractor pursuant to this Contract if Contractor

9.3.1 was doing business with a Key Contracting Person when this Contract was executed,

9.3.2 had done business with a Key Contracting Person during the year immediately before execution of this Contract,

9.3.3 or does business with any Key Contracting Person at any time after execution of this Contract and before full performance of it.

9.4 Contractor shall give County notice if Contractor does business with any Key Contracting Person at any time after execution of this Contract and before full performance of it within twenty (20) Days Contractor begins doing business.

10.0 NOTICE:

10.1 Written Notice: All notices between the parties and related to this Contract shall be given to the other party in writing. If a notice is delivered in person to the address in this section 10.0 for the party to whom the notice is given, that notice is deemed to have been given immediately. If a notice is placed in the United States mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the address in this section 10.0 for the party to whom the notice is given, that notice is deemed to have been given on the third Working Day following mailing.

10.2 County Address: The address of County for all purposes and notices under this Contract is:

Purchasing Agent:
Cyd Grimes, C.P.M. (or her successor)
Travis County Purchasing Agent
P.O. Box 1748
Austin, Texas 78767

With copies to (registered or certified mail, not required):

Project Manager:
Human Resources Management Department

John Rabb, Benefits Manager
P.O. Box 1748
Austin, Texas 78767

- 10.3 Contractor Address: The address of Contractor for all purposes and notices under this Contract is the address stated on the award of contract.
- 10.4 Change of Address: Each party may change its address for notice by giving Notice of the new address. County and Contractor shall give Notice to each other of any change in its address, including a change in the person to whom attention is directed, within fifteen (15) Days of the change.

11.0 GENERAL PROVISIONS:

- 11.1 Time is of the Essence: Timing of performance of the EAP Services and of delivery of all deliverables is of the essence. If delivery or completion dates cannot be met, Contractor must inform the Project Manager immediately. Providing this information does not change the delivery or completion dates unless this Contract is amended.
- 11.2 Retained Right of Management: Nothing in this Contract is intended to or may operate as a bar to County's continuing right to oversee the performance delegated in this Contract in order to protect its interests in these matters. This paragraph shall not reduce the compensation received by Contractor under this Contract.
- 11.3 Non-Exclusivity: As a part of this Contract, the parties understand that Contractor may provide services outside this Contract as it sees fit at those times when Contractor is not obligated to County and there is no conflict with County interests. The parties also understand that County is free to have more than one contractor providing the type of services included in this Contract.
- 11.4 Execution of Other Documents: All parties shall promptly and duly execute and deliver to the other further documents and assurances and take actions that a party may reasonably request to more fully carry out the intent and purpose of this Contract.
- 11.5 Force Majeure: "Force Majeure" means any cause generally recognized under Texas law as constituting impossible conditions. Neither party is financially liable to the other party for delays or failures in Contract performance caused by Force Majeure. These delays or failures to perform extend the period of performance for a period of time equal to the subsistence of the impossible conditions. If Force Majeure conditions exist, the party affected by them shall give the other party Notice within five (5) Working Days after the conditions begin. If timely Notice is impractical due to the Force Majeure conditions, then the party must provide Notice in as timely a manner as practicable. If Notice is not provided timely, the party experiencing Force Majeure waives it as a defense.
- 11.6 Entire Agreement: This Contract which is composed of Parts II, III, and IV and the Attachments listed in this subsection contains the entire agreement between County and Contractor related to the subject matter of this Contract. If County and Contractor made any prior agreements, promises, negotiations, or representations that County and Contractor have not expressly stated in this Contract, those prior agreements, promises, negotiations, or representations are of null and void. The attachments listed in this subsection are hereby made a part of this Contract and constitute promised performances by Contractor throughout this Contract:

- 11.6.1 Attachment A Additional Descriptions of EAP Services, Reports (In the parts of the Proposal, references to 5, 7 or 10 sessions for counseling shall be interpreted as five (5) sessions during the first year of this Contract and as the number of sessions stated in the modification exercising the option to extend the contract in each subsequent year and references to 50 hours of training shall be interpreted as 75 hours of training during the first year of this Contract and as either 50 or 75 hours whichever is stated in the modification exercising the option to extend this Contract in each subsequent year.)
- 11.6.1.1 Exhibit 1 to Attachment A, Portions of Contractor's Proposal
 - 11.6.1.2 Exhibit 2 to Attachment A, Description of Services Questionnaire
- 11.6.2 Attachment B Fee Rates and Invoicing Requirements
- 11.6.2.1 Exhibit 1 to Attachment B, Fee Schedule and Included Services
- 11.6.3 Attachment C Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion for Covered Contracts
- 11.6.4 Attachment D Ethics Affidavit
- 11.6.5 Attachment E Business Associate Agreement
- 11.7 Order of Priority of Contract Attachments and Parts: If there is a conflict between the parts or the attachments or both, the conflict is resolved as follows:
- 11.7.1 Attachment E overrides Attachments A, B, C, D, and all Parts
 - 11.7.2 Attachment A overrides Attachments B, C, D, and all Parts.
 - 11.7.3 Attachment B overrides Attachment C, D, and all Parts.
 - 11.7.4 Part II overrides Parts III and IV.
 - 11.7.5 Part III overrides Part IV.
- 11.8 Law and Venue: This Contract is governed by the laws of the State of Texas and all obligations under this Contract are performable in Travis County, Texas.
- 11.9 Binding Contract: Despite any other provision in this Contract, this Contract is binding upon County and Contractor and their respective successors, executors, administrators, and assigns.
- 11.10 Survival of Provisions: Conditions and covenants of this Contract which by their terms are performable after the termination of this Contract shall survive such termination and remain fully performable.
- 11.11 Interpretational Guidelines:
- 11.11.1 Sovereign Immunity and Affirmative Defenses: This Contract shall not be interpreted to

include anything that is effective as a waiver of sovereign immunity or any affirmative defenses available to County.

11.11.2 Severability: If any portion of this Contract is ruled invalid by a court of competent jurisdiction, the remainder of the Contract shall remain valid and binding.

11.11.3 Computation of Time: In computing a time period under this Contract, exclude the first Day and include the last Day. If the last Day does not occur on a Working Day, the period is extended until the next Working Day after the last Day. Commissioners Court usually designates the following as holidays:

New Year's Day (January 1st or Monday after if it falls on a weekend)
Martin Luther King, Jr. Day (3rd Monday in January)
President's Day (3rd Monday in February)
Memorial Day (4th Monday in May)
Independence Day (July 4th or Monday after if it falls on a weekend)
Labor Day (1st Monday in September)
Veteran's Day (November 11th or Monday after, if it falls on a weekend)
Thanksgiving Day (4th Thursday AND Friday in November)
Christmas Season (December 25th AND either day before or day after whichever allows a four day weekend, if possible)

11.11.4 Number and Gender: Unless the context clearly requires otherwise, words of any gender are construed to include the other two genders and words in singular and plural are construed to include the other.

11.11.5 Headings: The headings and titles throughout this Contract are included only to make it easier to locate the subject matter covered by that section or subsection and are not to be used in construing this Contract.

11.12 Exemption from County Purchasing Act: Pursuant to Section 262.024 of the Texas Local Government Code, the Commissioners Court hereby orders this Contract exempt from the requirements established by Section 262.023 of the Texas Local Government Code because it is a contract for the purchase of personal or professional services.

11.13 Duplicate Originals: This Contract will be executed in duplicate originals and be effective when executed by both parties.

DEER OAKS EAP SERVICES LLC

By: _____

Printed Name: _____
Its Duly Authorized Agent

Date: _____

TRAVIS COUNTY:

By: _____
Samuel T. Biscoe, Travis County Judge

Date: _____

Approved As To Form:

Barbara Wilson, Travis County Attorney

Date: _____

Availability Of Funds Confirmed:

Nicki Riley, CPA, Travis County Auditor

Date: _____

Compliance With Law And Policy Confirmed And Approved:

Cyd V. Grimes, CPM, CPPO, Travis County Purchasing Agent

Date: _____

Draft

ATTACHMENT A

DESCRIPTION OF SERVICES SCHEDULE FOR REPORTING

- 1.0 This Attachment includes Exhibit 1. Portions of Contractor's Proposal and Exhibit 2. Description of Services as previously stated in Questionnaire and column three of BAFO Attachment A.
- 2.0 Contractor shall perform the EAP Services as described in this Contract and these Exhibits upon request by any Covered Person. Contractor shall perform the training services upon request by the Project Manager. Contractor shall provide County with its Utilization Report within 30 days after the end of each quarter, which is no later than March 30, June 30, September 30 and December 30 of each year.
- 3.0 Upon reasonable prior request of the Project Director, Contractor shall prepare written reports for regularly scheduled meetings of the Benefits Committee on the status, progress, and general nature of the work performed to date pursuant to this Contract.

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Tab 3- Detailed Proposal

THE DETAILED PROPOSAL MUST ADDRESS THE ABILITY TO PROVIDE THE SERVICES FOR EACH REQUIREMENT AS SET FORTH IN PARTS II THROUGH IV OF THIS RFP. SEE ESPECIALLY PART I, SECTION C, EVALUATION AND AWARD CRITERIA FOR INFORMATION REQUIRED.

2.3.1 THE FOLLOWING MUST BE IDENTIFIED IN YOUR PROPOSAL:

2.3.1.1 THE DETAILED PROPOSAL MUST ADDRESS THE ABILITY TO PROVIDE SERVICES FOR EACH REQUIREMENT OF THE SOLICITATION RELATED TO EMPLOYEE ASSISTANCE PROGRAM AS SET FORTH IN PARTS II OF THIS SOLICITATION IF THESE SERVICES ARE BEING PROPOSED.

As an integrated provider of EAP and Work/Life solutions, Deer Oaks is positioned to deliver the most seamless services to County employees, retirees, and family members. We have the knowledge and capability to provide employees with the most holistic support to achieve efficient and thorough resolution of their issue.

Unlike many of our competitors that utilize separate call centers and/or organizations for the provision of EAP, Work/Life and Wellness services, as well as after-hours Helpline coverage, the Deer Oaks program is delivered 24/7 by EAP and Work/Life staff members who are working under one roof, using one case management system, and following the same quality standards. While different departments maintain their core competencies, there is harmony among the service delivery philosophy, supervision structure, training methods, and operating procedures. This genuine integration allows for greater consistency in the management and delivery of services to our clients.

Due to this integration, when calling the Helpline, employees are connected with all of the relevant services at once. When the two programs are delivered separately, the EAP counselor might not be as well-versed in what is offered by the Work/Life program (or vice versa), and would be less able to confidently offer the employee all of the relevant services to address his/her needs. Employees of a truly integrated EAP and Work/Life program are the best equipped to identify underlying issues and develop a plan for addressing all of the employee's needs.

For example, an employee may be overwhelmed by the loss of her parent, who had been the caregiver for her young children. With just one phone call, we can begin the process of arranging face-to-face counseling sessions, locating referrals for local support groups, and identifying suitable child care providers near the employee's worksite.

Further, our services are designed to support employees with a wide range of emotional health issues when short-term counseling has been deemed appropriate. These are issues for which we can assist in facilitating a positive outcome within a number of sessions offered over a short period of time. The therapy concentrates on helping individuals identify the skills, strengths, and resources that are already present and moves them towards a solution. This model has been proven effective in helping address employees' personal and professional issues, helping them to avoid being absent from work or helping them to return to work as quickly as possible. Examples include but are not limited to stress, bereavement, depression, anxiety, relationship issues, dependent care concerns, wellness, substance abuse/dependence, and addictions.



Program Overview

Deer Oaks is committed to working with the County to customize an EAP Program that meets the Scope of Work Requirements and suits the needs of the County and its employees. The Deer Oaks *Approach to the Scope of Services* is outlined on the following pages and includes:

- Access & Eligibility
- Referrals & DOT SAP Services
- Short-term Counseling & Work/Life Services
- 24-Hour Crisis/Emergency Services
- EAP Implementation Services
- Orientations & Seminars
- Program Visibility & Promotion
- Program Evaluation & Client Satisfaction



SERVICES DESCRIPTION

Employee/Dependent Access

Confidentiality	The EAP is completely confidential and HIPAA compliant
Eligibility	All employees, dependents, and household members are eligible to access the EAP, inclusive of retirees and employees who terminate their employment. EAP services are available to them for a period of six (6) months following the end of their employment.
24/7 Access	<ul style="list-style-type: none"> • Availability 24 hours per day, 7 days per week, 365 days per year via the toll-free Helpline • Helpline is answered "live" 24/7 - <i>members will never reach an automated voice messaging system or phone tree</i> • Toll-Free Phone Number: 1-866-EAP-2400 • Toll-Free TTY Service for the Hearing Impaired
Intake/Short-term Counseling	
Telephone Triage	Telephone Triage conducted by Work/Life Consultants to assess initial care management needs and appropriate referrals. Work/Life Consultants gather demographic information and through a series of routine questions, screen for risk, identify the presenting problem(s), and triage participants to the most appropriate resource(s) to meet their needs and preferences.
Telephonic Assessments	All clinical calls receive an in-depth telephonic assessment by an EAP Counselor. The telephonic clinical assessment focuses on psychosocial factors to determine the need and urgency for an appointment. The assessment identifies and clarifies presenting problems as described by the employee, relevant background history, initial goals, and current risk factors.
Telephonic Counseling	EAP Counselors provide telephonic counseling to employees and their dependents regarding a wide variety of issues or concerns that may be interfering with the employee's work performance and/or contributing to poor morale, health, wellness, or family well-being.
Individual Crisis Counseling	EAP Counselors are available for immediate telephonic crisis counseling for members who are experiencing suicidal ideation, homicidal ideation, violent behavior, substance abuse related emergencies, need for in-patient psychiatric hospitalization, child/elder abuse, and/or domestic violence. An in-person appointment with a local EAP Specialist or crisis intervention center is offered and/or the participant is assisted with hospitalization if needed.
Face-to-Face Assessments	Deer Oaks offers a network of 54,000+ EAP Specialists throughout the United States who are available to provide assessments and in-person short-term counseling sessions with employees and their family members.
Short-term Counseling- Up to 5,7, or 10 sessions per participant per issue per year	Deer Oaks offers individual and group short-term, face-to-face counseling sessions for a variety of issues such as occupational, grief, family, stress, and chemical dependency. In-person, telephonic and online modalities are available.



Referrals	Counselors provide referrals as clinically needed to the employer group's health plan, community resources, legal resources and attorneys, child/elder care resources, and financial counselors/planners. Deer Oaks maintains a referral network of community resources to facilitate referrals outside of the EAP and coordinates with other health and wellness vendors when needed.
Supervisor Mandated Referrals	Deer Oaks provides assistance to managers in making Management Directed/ Mandatory Referrals to the EAP and responds quickly to all mandatory referrals. Follow-up assessment reports are provided to the employer's point of contact within the limits of the professional confidentiality regulations. Deer Oaks will also provide training to management during the implementation of the EAP on the mandatory referral process and is available to provide management consultations throughout the contract term on this and other issues facing managers and supervisors.
Work/Life Services	
Advantage Legal Assist	<ul style="list-style-type: none"> ▪ Easy access to EAP , legal and financial services via the Helpline ▪ Free 30-minute telephonic advice consultation with an attorney ▪ Free initial 30-minute in-person consultation with an in-plan attorney; <i>93.60% of EAP participants resolve legal matters within this free consultation</i> ▪ 25% discount on hourly attorney fees if representation is required ▪ There is no limit to the number of times you can use the service for different issues
Advantage Financial Assist	<ul style="list-style-type: none"> ▪ Free unlimited telephonic consultation with a financial counselor qualified to advise on a range of financial issues such as bankruptcy prevention, debt reduction and financial planning ▪ Supporting educational materials available ▪ Credit report review by a financial counselor and tips for improvement ▪ Financial articles included in monthly newsletters
Advantage Legal & Financial Online Resources	<ul style="list-style-type: none"> ▪ Unlimited online access to a wealth of educational legal and financial resources, links and tools ▪ Interactive Online Simple Will- create a legally-binding simple state-specific will at no cost through a step-by-step online "interview process" ▪ Access to state agencies to obtain birth certificates and other records ▪ Links to tax guides, the current year's tax forms and financial calculators ▪ Self improvement "Task Builders" for interactive financial improvement
ID Theft Prevention & Recovery	<ul style="list-style-type: none"> ▪ Free 30-minute telephonic consultation with an Identity Recovery Professional ▪ Development of a customized action plan and consultation regarding implementation of the plan ▪ Ongoing ID recovery guidance available as needed ▪ Reduces time spent repairing compromised credit history ▪ Restores peace-of-mind, while helping undo the damage
Control Your ID: Free Online Identity Monitoring	<ul style="list-style-type: none"> ▪ Free identity monitoring program available via the legal/financial website ▪ Free registration- no service level or payment plan required ▪ Re-register annually and update information as needed



<p>Work/Life Balance- Work/Life, daily living, child care and elder care services</p>	<ul style="list-style-type: none"> ▪ Work/Life Consultants consult with members regarding their Work/Life needs, streamline searches, and provide a list of up to three (3) referrals per request within 12 hours for standard work/life cases and within six hours for urgent cases ▪ Searchable database of Childcare/Eldercare Resources ▪ Tools for Balancing Work and Family ▪ Extensive online and community resources covering a variety of Work/Life issues including, but not limited to child care, elder parent care, adoption, education, and daily support services. ▪ Retiree Assistance Program provides counseling, legal, and financial referrals to retirees for up to six (6) months post-retirement
<p>Employer Group Services</p>	
<p>Critical Incident Stress Management Services including Unlimited CISDs</p>	<p>EAP Specialists are available within 24-48 hours of the critical incident or trauma to provide group and individual critical incident stress debriefing with recommendations for follow-up treatment.</p>
<p>Department of Transportation Substance Abuse Services (DOT SAP)</p>	<p>Coordinated referrals to a DOT Substance Abuse Professional (SAP); SAP Evaluations with Recommendations and Follow-up Case management (<i>fee-for-service</i>); DOT Drug and Alcohol Education Seminars; Required DOT Supervisor Reasonable Suspicion Seminars; Information to assist Employee in Understanding/Implementing Drug-Free Workplace</p>
<p>Employer Group Orientations and Seminars- Up to 12 hours of on-site training services</p>	<p>Deer Oaks offers on-site employer group services including Employee EAP Orientations; Health Promotion & Educational Seminars; DOT Reasonable Suspicion Seminars; Drug & Alcohol Education Seminars; Supervisor Excellence Program Seminars; Pre- and Post-Incident Management Trainings; Health Fair Participation and On-site Management Consultations. All of Deer Oaks' seminars are developed by Doctoral-level clinicians and conducted by subject matter experts.</p>
<p>Signature Series Account Management</p>	<p>Deer Oaks assigns a designated Account Manager to each client. The Account Manager is responsible for overall contract management and day-to-day service. We utilize a team approach to account management; therefore, additional Account Management Specialists may be assigned to assist as needed to ensure that all needs are met.</p>
<p>Implementation Services</p>	<p>Deer Oaks offers flexibility in program design, implementation, and in account management. Deer Oaks' extensive experience, expertise, professionalism, and implementation work plan allows for a seamless and well-communicated initiation of the EAP program without interruption in service. The employer's Account Manager will be involved throughout program implementation and on a daily basis. A thorough Needs Assessment will also be conducted in order to customize implementation and the program to meet the employer's needs.</p>
<p>Management Assistance Program</p>	
<p>On-site Workplace Supervisor Seminars</p>	<p>EAP Specialists provide on-site Supervisory and Leadership Seminars. An extensive array of workplace seminar topics is available to help train supervisors and managers to become more effective in their positions. <i>These seminars are included within the employer's bank of on-site hours.</i></p>



Telephonic Management/ Organizational Consultations	Masters-level EAP Counselors provide telephonic consultation to supervisors and managers on issues pertaining to the supervision and management of their employees, targeting specific departmental and organizational interventions as needed.
HR & Departmental Support	Incorporates the HR's vision of the EAP into the overall plan design; provides support and consultation to HR Directors and EAP Benefit Managers as needed; provides online resources and newsletters on relevant Work/Life topics
Supervisor Supplement E-Newsletter	Deer Oaks provides Monthly Electronic Newsletters for Supervisors & Managers with tools, tips, and resources.
Program Promotion	
Online Tools and Resources	Specialized online EAP services available at www.deeroaks.com , including topical libraries, health and wellness articles & presentations, child/elder care resources, legal and financial tools, and skillbuilder courses
Promotional Materials	Promotional materials including electronic and hard copy brochures, wallet cards, posters, and topical flyers advertising the EAP benefit, its confidentiality, and means of accessing services will be provided during implementation. Electronic promotional materials are provided on an on-going basis.
Orientation DVDs	Employee and Supervisor Orientation DVDs detailing the benefits included in the EAP and how to access the confidential benefit
Prevention & Education Newsletters	Monthly Employee and Supervisor Electronic Newsletters are distributed. Employee Newsletter topics include, but are not limited to: stress management, health and wellness, financial issues, and Work/Life balance. Topics for Supervisor Newsletters include, but are not limited to: tips on being an effective supervisor, leadership, motivating employees and conflict resolution.
Program Evaluation	
Utilization Review Reports	Quarterly and Annual Calendar Year Reports to analyze trends in utilization of the EAP benefit.
Program Evaluation	Deer Oaks evaluates the efficacy of the EAP via multiple surveys including an online Participant Satisfaction Survey, Seminar Survey, CISD Survey and additional follow-up activities
Other Services/Program Components	
Tele-Language Services	Telephonic interpretation in over 190 of the most commonly spoken languages and dialects is available for the Deer Oaks' Helpline.
Take the High Road Program	Deer Oaks remains concerned about the safety of its EAP participants and others. Therefore, Deer Oaks reimburses EAP participants for their cab fares in the event that they are incapacitated due to impairment by a substance or extreme emotional condition. This process is simple, and like all other EAP services, confidential. This service is available once per year per participant with a maximum reimbursement of \$45.00 (excludes tip).



Access & Eligibility

Eligibility

All employees and their dependents/household members are eligible to access the EAP and Work/Life benefit starting on day one of the contract and on the first day of their employment (for new employees). Additionally, employees who separate from the County for any reason may continue to access the EAP for up to six (6) months post-employment.

Eligible dependents are defined as the:

- A. Spouse or any child (natural or adopted) of an Employee, regardless of where such spouse or child resides;
- B. Any child for whom an Employee (or his or her spouse) is a court-appointed guardian;



24/7 Access

Members may access the EAP 24 hours a day, 7 days a week by calling the Deer Oaks toll-free, confidential Helpline. The Helpline is answered "live" by Work/Life Consultants during normal business hours, with Master's level counselors available to provide in-the-moment telephonic support and immediate crisis intervention. After-hours (8:01 pm-7:59 AM EST M-F; 24/7 weekends and holidays), the Helpline is answered directly by Master's level Counselors; ensuring members receive critical services when they need them most.



Additionally, we understand that members may prefer to access the EAP in very different ways. While most prefer to call the Helpline, others may prefer to access services via instant message. Therefore, we offer the LiveCONNECT instant messaging feature on our website, putting individuals a click away from a counselor or Work/Life Consultant.

Call Center

Our full-service call center is spread across 65,000 square feet of office space in three buildings, including emergent redundancy measures to ensure uninterrupted services to our clients. Our call center has a sophisticated telephone switching system that permits all aspects of the network to link in together to handle call surges. Our genuine 24/7 in-house call handling system allows us to sensitively manage call distribution and our staffing program ensures that we have the correct number of specialist staff on duty at all times to provide a consistently high level of service.

We use CMS, a telephone software product used in conjunction with Avaya PBX communication services, to process a large volume of calls through automatic call distribution (ACD). Through this system, we have the ability to organize call flows to specific teams, track performance of consultants, and measure performance outcomes for answer time, total calls, and abandonment rates. The telephone system is linked to a live data reporting tool that is monitored continuously by operations management and the quality team. This allows oversight of data related to call answer times, abandonment rate, and call volume. If there is a spike in volume or heightened answer time, we have protocols in place for reassigning staff resources as needed.



24-Hour Intake & Assessment Services

All calls into the Helpline are answered 24 hours per day, 7 days per week by a live EAP professional (Work/Life Consultant or Master's level Counselor). The assessment process, which determines the need for counseling, begins at the case intake. An EAP/Work/Life Professional gathers demographic information and through a series of routine questions, screens for risk, identifies the presenting problem(s), and triages participants to the most appropriate resource(s) to meet their needs and preferences. Resources may include:

- Connect with the Clinical Team for telephonic EAP clinical assessment
- Connect with the Clinical Team for immediate crisis intervention for urgent/emergent cases
- Referral to an EAP network provider for up to five (5), seven (7) or 10 in-person short-term counseling sessions
- Connect with an attorney or financial counselor for legal and financial assistance
- Remain with the Work/Life Consultant for child/elder/daily living referrals
- Referral to local community resources i.e. the United Way, AA meeting, support groups
- Other benefit plan resources i.e. medical plan, wellness program, etc. as appropriate

Telephonic Clinical Assessment

All clinical calls receive a thorough, telephonic clinical assessment that includes:

- Expert identification of the presenting problem or need
- Investigation into support systems
- Coping strategies
- Additional background information
- Mandatory risk assessment

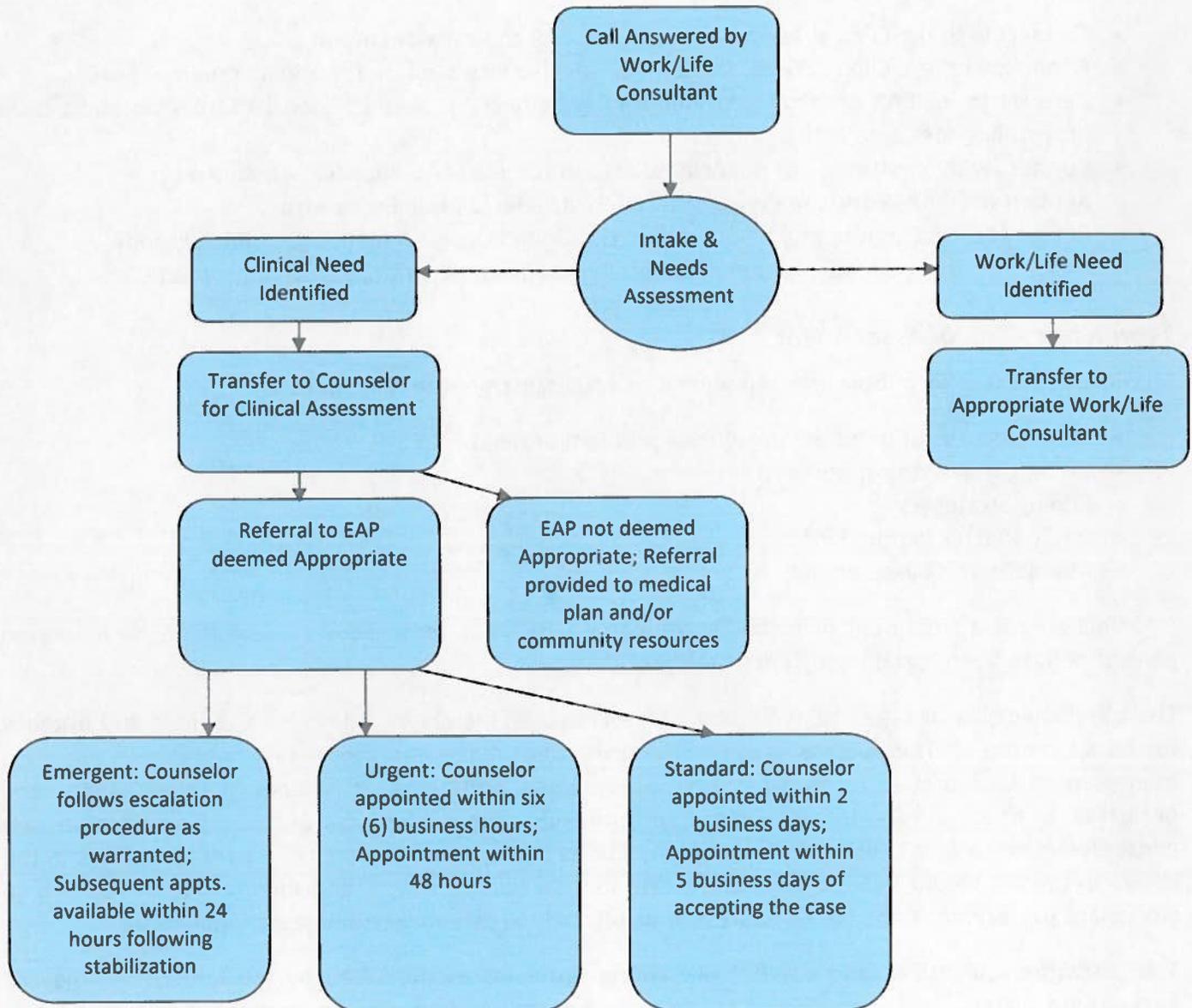
The final step is a treatment plan that encompasses the short-term focus as well as clearly identified goals that have been agreed upon with the client.

The telephonic clinical assessment focuses on psychosocial factors to determine the need and urgency for an appointment. The process is conducted using our unique and proprietary assessment and case management tool that includes areas such as personal well-being, interpersonal relationships, and performance of social roles including work performance. Within each area of focus, specific issues are addressed in more detail during the assessment. For example, under the area of personal well-being, the issues examined would include physical health, mental health, stress, and medication. In relation to workplace performance, the issues addressed would include attendance and work functioning.

The assessment identifies and clarifies presenting problems as described by the employee, relevant background history, initial goals, and current risk factors. Aside from the severity of the presenting problem, risk in relation to self and others is a key factor in determining the need and urgency of an appointment. As the service is available on a 24/7 basis, service provision can take the form of immediate emotional support or crisis intervention, or a more structured telephonic counseling relationship resembling face-to-face sessions. Where required, an appropriate safety plan can be discussed and implemented immediately with employees who are at immediate risk of harm to self or others.



Telephonic Triage Diagram





Appointment Scheduling

Following the assessment, if it is determined that an in-person appointment is needed, the EAP Professional identifies and contacts counselors based on the member's location, presenting problem, needs, availability, and counselor-client matching (gender, ethnicity, religious preference, etc.). The following indicates the timelines for confirmed referrals and appointments by standard, urgent and emergent cases.

- **Standard** – A counselor will be appointed within two (2) to three (3) business days from the time of the telephone assessment. The case manager will contact the employee with the appointed counselor's name and contact information. The counselor must have availability within five (5) business days of accepting the case (the employee may choose to schedule the appointment outside of this timeframe). Alternately, the member may request a list of network counselors meeting his/her needs in lieu of the confirmed referral. With either option, the employee is responsible for contacting the counselor to schedule the appointment.
- **Urgent** – Callers in distress and calls for emergency assistance are flagged in our system as urgent. The definition of an urgent case is one in which the caller is moderately distressed with some impairment in ability to function or presents with some suicidal or homicidal ideation, but there is no clear plan or intent to harm self or others. In this case, the case manager will develop a safety plan with the client that may include supportive resources such as general practitioner contact or friend/family support. Appointments for urgent requests are escalated and the case manager will contact the client with a referral to an affiliate counselor within six (6) business hours and an appointment time within 48 hours of the initial contact with the EAP. In-the-moment telephonic counseling is provided to those in need of such support.
- **Emergent** – An emergency case is one where the employee has any one of the following signs and/or symptoms that suggest that inpatient treatment may be appropriate:
 - Imminent danger to self or others
 - Behavior that puts the employee at risk of harm
 - Grave disability that impairs the employee's ability to care for self at a basic level
 - Employee has physical symptoms indicating possibility of acute withdrawal from alcohol

In these situations the case manager will follow the escalation procedure as warranted. This may include involvement of emergency services, ER or hospitalization to preserve the employee's safety. Subsequent appointments are available within 24 hours following the employee being stabilized.

All EAP staff and Affiliates are trained to assess and provide the most appropriate intervention for crisis situations, such as homicidality, suicidality, and domestic violence and follow all applicable laws including confidentiality limitations.



Participants with Special Provisions

Our services are designed to be accessible by all employees and are always delivered with dignity and respect. We are committed to our belief that the EAP is a universal benefit, available equally to all entitled parties irrespective of their gender/race/physical or mental ability/sexuality/age/religion or belief. We take great care to ensure that we provide a diverse service to client employees.

Deer Oaks is committed to meeting the needs of clients with special provisions and offers such services as a toll-free TDD/TTY service for the hearing impaired; appointments scheduled at facilities that are fully compliant with the requirements of the American Disability Act; and telephonic counseling. Vision impaired participants may request literature in large print, accessible electronic format or tape-recorded format. Additionally, office staff can assist vision impaired and/or learning disabled participants by reading and explaining written materials to individuals in a confidential setting.

To assist non-English speaking persons, we utilize our telephonic translation service that covers more than 190 of the most commonly spoken languages. We also have Helpline staff that are multilingual and multicultural who are able to speak in a variety of languages including Cantonese, Farsi, French, French Québécois, German, Greek, Hindi, Hokkien, Irish (Gaelic), Italian, Mandarin Chinese, Polish, Punjabi, Russian, Spanish, Telugu, Turkish, and Urdu. We would like to clarify that these in-house language capabilities are mainly utilized for outgoing calls and document translations, not for incoming calls, as our bilingual staff members are not always available at the time of an incoming call. We utilize our language line for incoming calls and assessments.

For in-person counseling referrals, individuals are matched with an affiliate who is an appropriate match to their clinical needs, as well as primary language. The successful match occurs in 98% of the members served. In the 2% of cases where there is not an available provider to speak the preferred language, we provide bridge counseling via the translation service, while we are identifying an affiliate with the appropriate clinical credentials and language fluency.



Short-Term Counseling

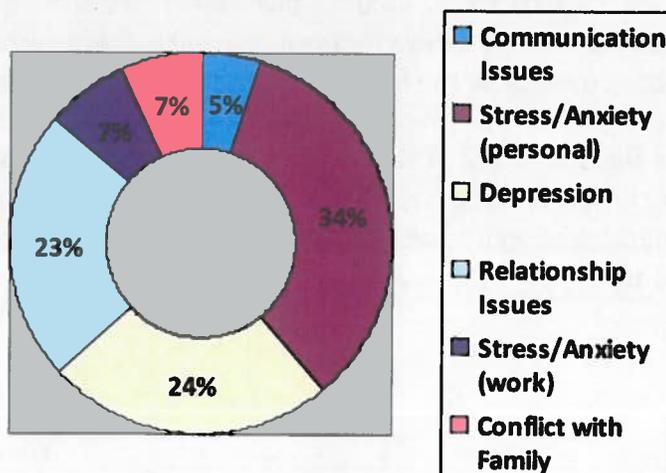
Deer Oaks will provide confidential counseling and referral assistance to County employees and family members. Our EAP model for the County will involve the use of our network of affiliate providers to provide confidential, professional, and comprehensive diagnostic, counseling, and referral services to individuals experiencing personal or professional problems. The County will receive up to five (5), seven (7) or 10 sessions per issue for assessment and short-term counseling per eligible employee or household member per calendar year.

The primary counseling model used by Deer Oaks is called solution-focused brief therapy. This involves a move away from the analysis of problems to the discovery of solutions that are already at work in an individual's life. The therapy concentrates on helping individuals identify the skills, strengths, and resources that are already present and moves them towards a solution.

Through this method, the Deer Oaks EAP supports employees and their family/household members on a wide range of mental health topics for which short-term counseling is appropriate. Individuals may access the service for support with a variety of personal and work-related issues, including but not limited to:

- Emotional & Psychological Issues
- Stress/Tension/Grief
- Depression, Anxiety
- Anger Management
- Marital & Family Relationships
- Interpersonal Relationships
- Family Issues
- Child & Adolescent Problems
- Parenting Problems
- Childcare/Eldercare Issues
- Domestic Violence
- Physical & Emotional Abuse
- Substance Abuse & Dependency
- Occupational Issues/Job Stress
- Career Planning
- Job Performance & Attendance Issues
- Interpersonal Problems with Coworkers
- Safety
- Adjustment to Disability Counseling
- Legal/Financial/Identity Theft Issues
- Crisis Management, Workplace Violence
- Coping with Medical Problems

The EAP does not cover issues that require physician/psychiatric evaluation, psychological testing, chronic mental health illness, long-term psychotherapy treatment, or inpatient or residential treatment services. In these cases, we will provide the individual with an appropriate referral to either his/her health plan or to other community resources.



Our historical data indicates that the top six reasons people contact the EAP are stress and anxiety for personal issues, depression, relationship issues, stress and anxiety for work issues, conflict with family, and communication issues.



Counseling Service Options

We offer several service options so that members may choose the option with which they are most comfortable and that is most convenient.

- *In-person counseling* with a counselor at an off-site location
- *Telephonic counseling* with a counselor- takes place in a structured format with the counselor and member pre-scheduling the sessions and call-in times
- *Online counseling* through eSessionCONNECT

eSessionCONNECT is a 24/7 online counseling and coaching platform that complements the telephonic and face-to-face assistance program by providing users with live access to master's-level professionals. Following a risk assessment, synchronous online counseling takes place in a structured format with the counselor and individual pre-agreeing on times for each session.

Special features of eSessionCONNECT include:

- Personalized member registration and login
- A secure communications center that allows for sending and receiving messages, scheduling appointments, and posting appointment reminders
- A brief biography of the counselor
- Accessed directly or through the EAP website

eSessionCONNECT offers the advantage of expanding the accessibility of the benefit in a discreet, convenient point of access to service. This platform is especially beneficial to individuals who are dispersed, mobile, technology-focused, working outside of traditional business hours, and regular users of technology as a means of communication.

Case Management

One hundred percent of EAP cases are overseen by a case manager who is responsible for managing the progress, quality, and clinical content of the counseling. The case manager works with our internal Network Advantage team to coordinate the referral to an affiliate provider. Once the network team locates a suitable counselor, the case manager contacts the employee to make the referral. This case manager also interacts with the face-to-face counselor at the beginning phase to establish the treatment focus. All clinical cases include telephonic follow-up at prescribed intervals during the case process to ensure quality. The case manager reviews the suitability of the referral as well as the client's progress toward goal attainment. Finally, at the conclusion of the case, the case manager reviews the case again, and discusses the employee's overall satisfaction as well as any onward referrals and resources that may be appropriate. The case manager then ensures that these areas and the case as a whole have been followed-up on appropriately.



Referrals

Referrals Outside of the EAP to the Health Plan or Community Resources

Deer Oaks understands that while many individuals' concerns can be addressed within the short-term counseling model, there are cases that require coordination or transfer to the health plan. Our counselors are experienced at accurately assessing the presenting problem during the assessment and identifying the appropriate type and level of assistance needed to effectively assist the participant in resolving his/her issue. Oftentimes, referrals outside of the EAP occur if the problem is reflective of a more serious psychiatric condition needing longer-term treatment, when a participant is in need of substance abuse treatment/detoxification, or may benefit from a community-based intervention.

A seamless transition from the EAP to the individual's health plan is vital to the success of our program. If the initial assessment establishes that long-term specialist support is required, or if this is identified at any stage of the counseling process, then we will offer resources to ensure that the employee is placed on the path he/she needs to get more intensive support. We will deliver referrals to providers within the employee's medical insurance whenever possible or to other community resources.

Further, we also rely on the clinical judgment of our providers to make referrals to high-quality community resources when needed. Our providers reside in the community, are familiar with local behavioral health communities, and serve on the boards of many organizations. As a result, they are able to make referrals to quality community service organizations that best meet the needs of our members.

Finally, if the participant signs a *Consent to Obtain/Exchange Information Form*, the Deer Oaks counselor/case manager is able to consult with the referring clinician prior to referral regarding the participant's assessment, treatment plan, mood state, and other behavioral health and psychological components.

Mandatory/Management Referrals

Deer Oaks is well-versed in dealing with the subtle and sensitive issues associated with mandatory referrals. Mandatory referrals are most often made in combination with progressive, corrective discipline and involve a formal personnel action. Situations that may lead to a mandatory referral include, but are not limited to: alcohol and drug abuse in safety-sensitive positions, sexual harassment, excessive absenteeism, workplace performance issues, and other non-compliance issues. Due to the intense nature of these referrals, it is important to have a written policy in place for mandatory referrals that clearly outlines the intent of each referral, the process to be followed, the communication that is expected, and the levels of approval that are required at each step.

Formal referrals of employees to the EAP are welcome, and can be arranged quickly and easily. These referrals help an organization and/or manager to demonstrate duty of care towards an employee. Manager referrals can also be an integral part of an internal management process, such as a disciplinary or health-related protocol, and they can have the greatest impact on maximizing attendance. If a manager recognizes that an employee is experiencing stress and/or having attendance issues, he or she can refer the employee to the EAP to help resolve the issue. Neither the employer, nor Deer Oaks, can force an individual to seek assistance through the EAP, but provided that Deer Oaks has the signed



consent of the employee, we will contact him or her as soon as the referral form has been received. Reporting on the support provided is also available with the signed consent of the employee in question. Within 24 hours of the first session, we will contact the referring manager (or designee) to confirm that the employee sought treatment. Such referrals can originate from human resources or supervisors—the protocol is always decided upon by the client organization.

Deer Oaks includes unlimited mandatory referrals within its scope of service. Mandatory referrals are provided for unlimited issues and typically fall within the employer's session model, although additional EAP sessions may be authorized if clinically appropriate. Each mandatory referral is case managed and appropriate documentation regarding the employee's participation and compliance with the program is provided to the Employer-Designated Representative with the executed release of information forms.

To request a workplace referral or other management service such as a management consultation, County supervisors and managers may either call the toll-free Helpline or our dedicated *Manager Assist Line*, which connects them directly to the clinical team without going through our general triage. Deer Oaks will provide training seminars to management during the implementation of the EAP on the supervisory referral process and is available to provide management consultations throughout the contract term on this and other issues facing managers and supervisors.

Non-DOT Substance Abuse Professional (SAP) Referrals

Deer Oaks offers the County a combined substance abuse prevention/intervention program focusing both on 1) educating employees about the dangers of substance abuse and 2) assisting in management-initiated referrals for employees who display signs of chemical dependency. Deer Oaks makes referrals to licensed substance abuse treatment facilities as needed. Treatment program referrals include individual, family, couples, and group counseling modalities, partial and full in-patient programs, and concurrent participation in adjunct supportive therapies (e.g., AA or NA). Further, Deer Oaks offers these participants intensive education about the disease process of addiction and the stages of relapse and recovery. Specific tools for coping and alternative options are offered for participants to utilize when they face the dangers of a possible relapse.

Deer Oaks assists with self-referrals for substance abuse issues, as well as coordinates care for non-DOT mandatory substance abuse referrals through its mandatory referral process.

DOT Substance Abuse Professional (SAP) Referrals

Our nationwide network includes qualified Substance Abuse Professionals (SAPs) who are available to support our clients in cases where security- and safety-sensitive employees violate DOT drug and alcohol regulations. All SAPs meet the qualifications outlined by DOT Order 3910.1D, Title 49 CFR Part 40.

The main goals of the program are to complete the required steps of a mandated substance abuse treatment plan without unnecessary delay and allow for efficient communication between involved parties.

Deer Oaks follows the standards for SAP services as stipulated by the Department of Transportation- 49 CFR Part 40 and makes recommendations concerning education, treatment, follow-up testing, and aftercare. In support of the County's Drug-free Workplace Program, Deer Oaks will coordinate a referral to a DOT Substance Abuse Professional (SAP), who will complete the following:



- Conduct an initial assessment of the employee referred
- Determine the appropriate recommendations (i.e. inpatient or outpatient treatment, support/self-help meeting, etc.)
- Explain the treatment options to the employee
- Monitor the employee's compliance with the treatment
- Provide a follow-up testing schedule for that employee
- Provide compliance reports and a case closure letter
- Follow all DOT regulations and guidelines

Deer Oaks considers DOT SAP Evaluations distinct from other types of mandatory referrals. Therefore, these evaluations are provided on a fee-for-service basis.

Fitness for Duty (FFD) Consultation & Referral

A Fitness-for-Duty Evaluation is a formal evaluation completed by a psychiatrist, medical doctor, or psychologist outside the EAP, for the purpose of evaluating an employee's ability to safely perform the functions of his/her job, assess risk, and provide a company with a formal report suggesting steps needed to be taken to minimize employer risk in returning the employee to work. Typically, the evaluation includes some or all of the following: a clinical assessment, psychological testing, and/or collateral interviews. Fitness-for-Duty Evaluations are not analogous to therapy or counseling. They are primarily for the use of thorough assessment, diagnostic clarification, and a means to inform treatment and/or inform an appropriate decision regarding the employee's ability to perform their job duties safely and effectively.

Deer Oaks provides expert telephonic consultation dealing with decisions regarding the need for a Fitness-for-Duty (FFD) Evaluation and can assist in recommending a FFD facilitator and coordinating a referral to the provider. However, the employer is solely responsible to decide whether to refer an employee for a Fitness-for-Duty Evaluation. The County is responsible for working directly with the FFD provider, as well as paying for the Fitness-for-Duty Evaluation directly.



Comprehensive Work/Life Services

In addition to helping employees cope with mental health and workplace issues, Deer Oaks also believes that daily living challenges are just as important. Today's workforce manages many duties in addition to work, such as parenting, personal commitments, household responsibilities, and other tasks that make life demanding. If an employee is worried about his/her finances or about caring for an elderly relative, he/she may not be as focused on work and his/her emotional and sometimes physical well-being may also suffer.

To help ease daily living stresses, Deer Oaks offers the following helpful consultative and informational resources:

- **Work/Life Resource & Referral Services**
 - Child/Elder Care/Daily Living Resource & Referral
 - Advantage Legal Assist
 - Advantage Financial Assist
 - ID Theft Prevention & Recovery
- **Take the High Road Program**

These additional value-added services are essential to employees seeking to better balance work, family and their personal lives. The EAP provides the necessary tools and resources to ensure that employees remain healthy and productive.

Work/Life Resource & Referral Services

Many EAP companies say they offer Work/Life services; however, they are typically referring to an online searchable database of child and elder care providers or a brief conversation with an intake coordinator who can offer community resource suggestions. *The Deer Oaks Program is different.* We are offering the County a richer, deeper, more comprehensive level of service. We not only assist members with the usual child or elder care search, but also with a wide range of daily living resources such as pet sitters, event planners, home repair, tutors, veterinarians and moving services. This enhanced program offering helps employees through the challenging day-to-day issues that oftentimes hinder their workplace productivity.

This integrated approach uniquely positions us to serve employees in a holistic and inclusive manner and is a major differentiator of the Deer Oaks Program. We understand that employees' issues do not always fall into neat categories of service, nor do problems generally present in isolation. As such, we train our Work/Life Consultants and Counselors to listen beyond the presenting issue to identify all possible related factors and to apply appropriate resources to each.

Our Work/Life consultation, resource, and referral service provides practical assistance to users around a wide variety of dependent care issues. The strength of our service begins with the knowledge and expertise of our Work/Life Consultants, whose role is to assess, clarify, educate, and serve. We do not divide the resource and referral process between intake and research functions. Our Work/Life Consultants are also our research staff—a model that we believe improves the quality of both the consultation and the actual referral.



The Process

The resource and referral services offered go well beyond simply locating available providers in an employee's area. The assisted search process begins with a thorough consultation and assessment by a Work/Life Consultant. The consultant performs an assessment to ascertain a clear understanding of all aspects of an employee's specific request. Because our consultants are specialists, not Work/Life generalists, the assessment often helps employees identify questions that they had not yet considered. Our specialists take the time to truly understand the specifics of each case and assist the caller throughout the process.

During the initial consultation, the Work/Life Consultant will offer suggestions and ideas for consideration when and where appropriate. He or she will also answer the employee's questions. Our consultants commonly provide guidance about topics such as the difference between various care options (e.g., day care centers vs. family day care homes), the most cost-effective options, and how to evaluate providers. They will also provide employees with a list of up to three (3) referrals to providers best matching their needs within 12 hours of the initial call.

Child Care Referrals

Our Child Care Consultants offer County employees and their family members an initial telephonic assessment in order to ascertain a clear understanding of all aspects of the participant's specific request so that appropriate consultation and referral(s) may be made. Our consultants provide assistance locating resources surrounding a variety of care options and provide a list of referrals within 12 business hours for standard work/life cases and within six (6) hours for urgent work/life cases. Referrals are provided via email or, at the request of the member, via mail.

Information and referrals are available for the full range of childcare options including, but not limited to:

- Day care centers
- Nanny agencies/ In-home care
- Family day care homes
- Before/after school programs
- Sick child care
- Day, religious, sports, or residential summer camps
- Summer volunteer opportunities for teens
- Play groups for parents and their infant/toddler
- Preschools
- Montessori schools
- Leadership/travel programs for teens
- Educational/support programs (i.e. parenting, child development, academic services, etc.)
- Adoption agencies

Consultants also search for a variety of resources for children with special needs, such as respite care, in-home caregivers, financial guidance, testing and assessment resources, education programs, schools for exceptional children, and residential programs.

Deer Oaks' Child Care Consultants must have at minimum a bachelor's degree in early childhood education, elementary education, or a related field, plus at least three years of direct care experience.



Elder Care Referrals

Deer Oaks has Elder Care Consultants available to provide needs assessments, consultation and referral lists for a variety of resources including, but not limited to:

- Nursing homes
- Assisted living facilities
- Home health agencies
- Other housing options for the elderly
- Geriatric care managers
- Caregiver support groups
- Respite care (in-home or in a facility)
- National organizations
- Organizations specific to a certain disease
- Adaptive transportation services
- Retirement communities
- Alzheimer's support
- Chore and companion services
- Medicare/Medicaid
- Legal/financial referrals

Additionally, Consultants research information on specific topics if the client is inquiring about symptoms or the progression of a particular disease. In these types of cases, we include websites, articles, and/or book titles applicable to the request.

Deer Oaks' Elder Care Consultants must have at minimum a master's degree in counseling, social work, or a related field, plus three to five years of direct experience within elder care systems/facilities.

Daily Living Resource & Referral

The range of lifestyle issues included under the daily living/consumer category is vast. Daily Living Consultants assist individuals with nearly endless resources such as finding care for their pets, personal care, travel, home improvement contractors, education, and managing their day-to-day responsibilities at home, and work.

Our daily living resource is an excellent complement to our EAP services. The same holds true for our dependent care services. In many cases, we find that clients calling for counseling can also benefit from some practical resources to assist them in addressing their personal or professional challenges—and vice versa. For example, clients calling for grief counseling are often provided with customized referrals to bereavement support groups. Clients facing domestic violence can receive counseling as well as referrals to local shelters. A caller who contacts us due to the stress of raising teenagers can be referred to counseling along with parenting classes.

By having our Work/Life and EAP teams under the same roof, trained under the same philosophy, and experienced in collaborating to support clients' full range of needs, our program offers the County the most comprehensive assistance.

Our Daily Living Consultants must have at minimum a bachelor's degree and one to two years of related experience.



The chart below details just a few of the topics for which our Daily Living Team provides resource and referral services:

Issue Category	Examples of Referral Types
<ul style="list-style-type: none"> • Adoption 	<ul style="list-style-type: none"> • Adoption Agencies • Adoption Attorneys • Adoption Advocacy Groups • State Adoption Specialists • International Adoption • Adoption Subsidies • Adoption Support Groups • Non-traditional Adoptions • Infertility Information/Resources • Adoptee Support Groups
<ul style="list-style-type: none"> • Child Care 	<ul style="list-style-type: none"> • Preschool and Nursery Schools • Before and After School Care • Family Day Care Home • Child Care Centers • In Home Care • Babysitters • Au Pair Agencies • Nanny Agencies • Sick Child Care • Back-up and Odd Hour Care • Special Needs Care • Self-Care Resources • Summer Programs • Day Camps • Residential Camps • Religious Camps • Specialty Camp Programs • Sports Programs • Special Needs Camps • International Study Programs • Leadership/Travel Programs for Teens • Summer School • Computer Literacy Programs
<ul style="list-style-type: none"> • Parenting Skills 	<ul style="list-style-type: none"> • Child Development • Child Safety • Child Nutrition • Discipline • Toilet Training and Bed-wetting Issues • Blended Families • Grandparents as Parents • Bedtime Routines • Parenting Classes and Support Groups • Playgroups



<ul style="list-style-type: none"> • Education (Kindergarten -12th Grade) 	<ul style="list-style-type: none"> • Raising Teenagers • Kindergarten Programs • Enrichment Programs • Tutors • Public Schools • Private Schools • Parochial and Religious Schools • Montessori and Independent Schools • Home Schooling • Special Needs Education • Alternative Schools • Charter/Magnet Schools • School District Profiles and School Report Cards
<ul style="list-style-type: none"> • Education (College and University) 	<ul style="list-style-type: none"> • 2 and 4 Year Colleges • Graduate Schools • Community Colleges • Vocational Colleges • Athletic Programs • Non-College Options • Continuing Education • Elder Hostel • Admissions Testing • Financial Aid • Scholarships • Career Development • Resume Writing Services • Certification Programs • Career Testing
<ul style="list-style-type: none"> • Older Adults Elder Care 	<ul style="list-style-type: none"> • Acute/Post Acute Rehabilitation Programs • Skilled Nursing Facilities • Assisted Living Facilities • Medicare/Medicaid • Adult Day Care • Adaptive Transportation Services • Volunteer Organizations • Cancer Care Centers • Disease Management Programs • Hospices • Home Health Agencies and Nursing Programs • Home Medical Equipment • Chore and Companion Services • Senior Centers • Retirement Communities • Geriatric Case Management Programs and Services • Gerontologists • Insurance • Independent Living Centers • Alzheimer's Support • Community Services



	<ul style="list-style-type: none"> • Dependent Adult under 65 Resources • Mentally Retarded/Developmentally Delayed support services • Elder Substance Abuse programs (not covered by EAP) • Mental Health Resources (not covered by EAP) • Veteran's Services and Support Resources
<ul style="list-style-type: none"> • Daily Living 	<ul style="list-style-type: none"> • Pet-sitters / Kennels • Veterinarians • Pet Obedience Training • Home Repair (handymen, plumbers, electricians, contractors, etc) • Apartment Locators • Consumer Comparisons • Chore Services/House Cleaners • Fitness and Wellness Centers/Programs • Volunteer Opportunities • Transportation and Travel Services • Moving/Relocation Services • Emergency Services • Entertainment Services
<ul style="list-style-type: none"> • Health and Wellbeing 	<ul style="list-style-type: none"> • Children's Health Resources • Alternative Medicine • Complimentary Medicine • Diet & Nutrition Programs/Services • Fitness Centers/Programs • General Health Resources • Men's Health Resources • Physician Searches • Safety Programs • Senior Health Resources • Women's Health Resources • Chronic condition Support Groups/Resources • Rare condition Support Groups/Resources
<ul style="list-style-type: none"> • Legal and Financial 	<ul style="list-style-type: none"> • Attorneys and Arbitrators • Financial Planners and Planning Services • Legal Aid Organizations • Debt Consolidation Services • Mortgage Brokers



Advantage Legal Assist

Each year, it is estimated that nearly half of the U.S. workforce will require time off for a legal problem, and the average cost of lost time per employee will be more than \$400. Based on recent studies, nearly 60% of middle-income Americans faced with a legal problem do not seek professional assistance because of apprehensions related to finding and paying for a qualified attorney.

Through this benefit, members may consult with a plan attorney – for free. Services include:

- Free thirty-minute telephonic advice consultation with an attorney. Attorneys are available Mon-Fri. during normal business hours. Saturday appointments are also available upon request
- Free thirty-minute in-person consultation with a plan attorney qualified to handle your issue. *93.60% of EAP participants resolve legal matters within this free consultation*
- Attorneys are available immediately for telephonic consultation; in-person consultations are scheduled
- Consultation consists of analysis of the situation and advice on how to proceed. There is no document review or creation during this free consultation
- If representation is required, members receive a 25% discount off hourly attorney fees
- Covered Issues: Family Law, Criminal, Bankruptcy, Adoption, Elder Care/Wills/ Trusts/Estate Planning, Consumer Issues
- Excluded Issues: Employment as it relates to employees and family members, one's own business, class action lawsuits, taxes
- There is no limit to the number of times you can use the service for different issues
- Coverage available in all 50 states
- Telephonic attorneys cannot self-refer, so you are assured unbiased advice

Online Educational Resources- Unlimited Access

- Online private and secure legal resources complement our telephonic and in-person service by providing online access to a wealth of educational resources, links, and tools. The site is updated monthly and contains legal documents, a library of legal and financial information, access to state agencies to obtain birth certificates and other records, links to other legal resources, a glossary of terms, and more. These convenient resources provide employees and their family members with the information required to make wise legal decisions when necessary, 24 hours a day, seven days a week.

Interactive Online Will Preparation (located online in the Legal & Financial Center)

- Create a legally binding simple state-specific will at no cost through a step-by-step online "interview process"
- A simple will works well for most people with typical assets such as a house, a car, savings, and investments. But there are some situations in which you may need more than a simple will and should get expert advice or, at the least, investigate your options



Advantage Financial Assist

Employees who are physically, emotionally, and financially fit in their personal lives are better able to contribute in the workplace. With *Advantage Financial Assist*, employees can access a program of comprehensive financial support services—empowering them to concentrate on responsibilities at work, rather than on financial concerns.

Qualified financial counselors and educators are available without an appointment Monday through Friday with pre-scheduled counseling sessions available on Saturday, during the day or evening. If desired by the caller, he or she can arrange an appointment convenient to his or her schedule for a detailed consultation (usually lasting about one hour, though there is no limit to the length of the session) regarding the caller's most pressing financial issues. The financial counselor will send the caller any worksheets and educational materials related to the topic of their scheduled conversation and a reminder of the appointment date. On the day and time of the appointment, it is the caller's responsibility to telephone the financial counselor.

After the appointment is finished, the financial counselor will e-mail and/or mail a summary of goals and steps to the caller, along with any additional, applicable, educational materials, as well as a quality survey.

Advantage Financial Assist services include:

- Free unlimited telephonic consultation with a financial counselor qualified to advise on a range of financial issues such as bankruptcy prevention, debt reduction and financial planning
- Counselors address issues via a toll-free information line, and follow up by mailing supporting educational materials; Excluded issues include tax issues, counseling, advice or comparison of specific financial services or products
- All counselors are knowledgeable in a wide range of financial topics
- Advice is objective and pressure-free
- Unlimited access to a wealth of educational financial resources, links, tools, and forms (i.e. tax guides, financial calculators, etc.)
- Includes self improvement "Task Builders" for interactive financial improvement

Counselors do not sell or endorse specific products and make referrals only to non-profit services.

Educational Resources

We offer individuals a wide variety of articles and worksheets. In addition, we offer the following handbooks:

- Drive Away Happy: Car Buying Decisions
- Early Delinquency Intervention: Saving Your Home from Foreclosure
- Financial First Aid
- Get In Balance: A How-To Guide for Managing Your Checking Account
- ID Theft Solutions
- Money Management Planner
- Personal Financial Assessment (English)
- Personal Financial Assessment (Spanish)
- Unlocking the Door to Homeownership



- Using Credit Wisely
- Your Credit Report

There are also a number of educational materials and resources available in the Financial module of the Work/Life website, including articles, forms, archived webinars, links to qualified resources, skill builders, and 40 financial calculators.

ID Theft Prevention & Recovery

Identity thieves want your personal information. Every time you use your credit card, or discard a bank statement, you could be putting yourself at risk of identity theft. Not only can this cost you money, it can hurt your credit rating and take months or years to repair. ID Recovery is a telephone consultation service to help you recover from, and minimize the impact of, a breach of your identity.

- Provides victims a 30-minute consultation with an Identity Recovery Professional
- The professional will assess the situation, create an action plan, and provide consultation on implementing the plan
- Reduces time spent repairing compromised credit history
- Restores peace-of-mind, while helping undo the damage

Control Your ID: Free Online Identity Monitoring (located in the Legal & Financial Center)

- Free registration- no service level or payment plan required
- Re-register annually and update information as needed

Take the High Road Cab Reimbursement Program

Deer Oaks remains concerned about the safety of its EAP participants and others. Therefore, Deer Oaks reimburses EAP participants for their cab fares in the event that they are incapacitated due to impairment by a substance or extreme emotional condition. Such circumstances may include:

- Over consumption of alcohol
- Drowsiness due to medication
- Extremely upset/troubled over a situation (i.e. receives bad news at work, is laid off or let go, learns of a death in the family, finalizes a divorce, etc.)

This service is available once per year per participant with a maximum reimbursement of \$45.00 (excludes tip). The process is simple, and like all other EAP services, confidential. Simply call the Deer Oaks Helpline for information regarding reimbursement.



Critical Incident Stress Management (CISM) Services

Critical Incident Stress Management is a comprehensive, integrated, multi-component crisis intervention system. The goal of CISM is to achieve crisis stabilization and the mitigation of symptoms associated with traumatic impact. CISM is not psychotherapy, or a substitute for psychotherapy. CISM is a form of psychological "first aid" that can minimize the psychiatric injury caused by critical incidents.

In the event of a major incident such as a catastrophic accident, employee death(s), natural disaster, or violent attack, Deer Oaks can provide rapid and efficient telephonic and/or on-site support to the County based on needs, preferences and clinical suitability. Our approach follows the latest findings regarding clinically appropriate responses to critical incidents including the Mitchell Model and Psychological First Aid. We promote the offer of practical and emotional support to those affected and direct our efforts towards fostering natural resilience and coping.

To facilitate a structured response to managing the risk of critical incidents, Deer Oaks provides a unique and comprehensive crisis response management service. This continuum of services model provides an integrated multi-component response to critical incidents including onsite interventions. We have provided onsite crisis support ranging from accidents resulting in death and injury to employees, employees who have died by suicide on and off workplace sites to major emergencies such as natural disasters. CISM services are also useful in assisting employees through times of transition and change from reductions-in-force, departmental/program consolidation and new program implementation to operational changes such as the stress associated with learning a new phone system.

Approach

We offer a comprehensive, organized approach for evaluating and responding to critical incidents and traumatic events. This broad approach commences with a needs assessment, considering the immediate and potential ongoing consequences of traumatic events, and results in a management plan providing a variety of best practice crisis interventions and post-crisis psychological treatment.

The ultimate objective of our post-incident service is to assist employers with decreasing the number of psychological casualties among employees and to return to regular business functions as quickly as possible. We can offer various responses including information, practical support, telephone crisis support, management consultation, on-site group meetings, and face-to-face counseling. We take the initial approach of providing psychological first aid, and assigning the most appropriate intervention under the circumstances.

Unlimited Critical Incident Stress Debriefings

A critical incident is any event that causes an unusually intense stress reaction. The distress people experience after a critical incident limits their ability to cope, impairs their ability to adjust, and negatively impacts their work environment. A Critical Incident Stress Debriefing (CISD) is a process that may prevent or limit the development of post-traumatic stress in people exposed to critical incidents.

Provided within a clinically appropriate timeframe following a critical incident, on-site group CISDs are offered for groups of individuals who have been similarly affected by or exposed to an incident. Professionally conducted debriefings help people cope with, and recover from an incident's aftereffects. These sessions provide a safe, structured and supportive environment for addressing common reactions, offering information to promote resiliency, and identifying those who may need further resources.



Optimally, CISD occurs within 24 to 72 hours of an incident; although we have provided rapid response within a few hours in prior cases as necessitated by the situation. We are flexible in our approach and response times based on the client's needs, preferences and clinical suitability.

These interventions are customized to meet the needs of various employee groups i.e. military personnel, law enforcement, fire and rescue, correctional employees, public defenders, educators, general office workers, etc. Additional support may also be provided to families of involved employees and anyone else exposed to trauma.



Implementation & Transition Planning

In the event that Deer Oaks is awarded this contract, our goal is to execute a seamless transition from the current vendor, ensuring that services are not disrupted from the employee's perspective. Our extensive experience, expertise, and proven implementation work plan allows for a seamless and well-communicated initiation of the EAP program.

The first step is to set up an initial implementation conference call with the County's EAP Program Manager and other key personnel. During the call, a number of topics will be discussed including:

- Discussion of the County's culture, business strategy, protocols, and procedures and how the EAP can integrate within those processes
- Completion of a client profile that details the County's designated EAP representative(s), important contact numbers, and the County's other medical and wellness benefits
- Service delivery approach
- Marketing approach including the development, customization, and distribution of member communication materials
- Scheduling of EAP Orientations, Supervisor EAP Seminars and other Educational Presentations
- Review the scope of service including value-added programming
- Discussion of scheduling deadlines (e.g., open enrollment, utilization review/management reports, newsletters, e-mail/mail promotional materials)
- The assurance to be fully operational within the time frame specified by the County after the award of a purchase order
- Assistance to the County in formulating recommended policies and procedures concerning EAP services consistent with current policies
- Review and acceptance of County policies and procedures as provided to Deer Oaks at the meeting
- Other topics of concern to the EAP administrator(s)

Following this initial call, our Implementation Team will complete an implementation work plan and begin working on the transition of services following protocols established during the conference call. As every employer group has different preferences for the transition of active cases, Deer Oaks is flexible and offers several options, which include:

- (a) Coordinating with the current EAP provider and administrator to allow participants to complete their allotted sessions with the current counselor
- (b) Giving the EAP participant a choice about what they would prefer: transfer to Deer Oaks or continue with the current provider
- (c) Providing all EAP participants with a new allotment of sessions hence offering them a fresh start at Deer Oaks
- (d) Any combination of the above choices



Once the County has chosen a transition plan, Deer Oaks will coordinate with the previous EAP contractor to identify those participants currently accessing services and work to transfer the cases within established clinical protocols. We will make every reasonable effort to allow continuity of care with the existing provider, alleviating any interruption in service. Further, any EAP participant who chooses to transfer may request that Deer Oaks consult with his/her prior counselor after a release of information has been signed.

Upon the contract effective date, Deer Oaks will assume all EAP administration and counseling services responsibilities. If an employee needs access to a mental health provider during the transition period, Deer Oaks will work in conjunction with the previous EAP contractor to provide the employee with the appropriate assistance.

The next step will be to make arrangements for redirecting employees who contact the current provider after the contract termination date. We will provide Travis County with a phone number to be provided to the current vendor for warm-transferring of calls that inadvertently come to the current provider's service center after the transition of services date. We will also provide information to be shared with the current vendor about other access points (e.g., new website access, email addresses for inquiries, etc.) to refer employees to in the event they inadvertently contact the current vendor.

Another important part of the transition process will be for Deer Oaks to meet with Travis County to be debriefed on the past service provision. This will allow us to gain a full understanding of the challenges you face, to design a targeted communication plan, and to set utilization targets. Factors discussed may include details of the services provided in the past; utilization history and trends; history of any complaints/service issues; and history of promotional campaigns.

Gaining a full understanding of our clients is a vital component of the services that we deliver. During the implementation process, we will work with County representatives to help us understand your organizational needs as well as individual employees' needs to help us determine how to best provide support at every level. We will request copies of your HR policies and procedures so that we can determine how to best integrate the EAP into your benefit offerings. Our goal is to define the relationship relative to how you see your organization and your employees as well as to identify what is going well with your current arrangements and what is not working effectively. This goes beyond processes and procedures—we also want to understand your values and vision.

In support of this goal, Deer Oaks will conduct a thorough Needs Assessment in order to customize implementation and the program to meet the County's needs. Through discussion with HR personnel, supervisors, and employees, Deer Oaks will develop a targeted plan of implementation based on the issues at hand.

Some questions that are typically addressed during this process include:

- How many supervisors are there? How many employees? What are the counts by department and agency?
- What are the demographic characteristics and geographic dispersion of the employee populations?
- An analysis of the pattern for health and disability claims to evaluate the incidence, prevalence, and fiscal impact of behavioral health conditions on each agency as compared to state and national occupational trends.



- What are the five (5) most pressing workplace issues that employees, supervisors, and HR personnel each identify as needing potential intervention and support from the EAP?
- What has the prior utilization data indicated regarding:
 - a) The acceptance of the EAP by department
 - b) The most prevalent problems by department
 - c) The length of counseling typically utilized by each department
 - d) The responsiveness to in-service seminars
 - e) The results of patient satisfaction surveys
 - f) The use of on-site critical incident trainings
- What would be the ideal roll-out schedule of promotional/educational materials?
- What should the topics be for the first six (6) months of in-services?
- What are the DOT SAP issues to be addressed?
- Where are management consultations needed?
- What support can the EAP lend to the HR department?
- How can the EAP help with diversity management?

Additionally, during the first weeks following contract launch, we will deliver Employee and Supervisor EAP Orientations at County offices to provide individuals with a thorough understanding of how the EAP works and allow the opportunity for them to ask questions. The orientation sessions focus on the very practical aspects of the service, as well as the counseling, so that attendees are aware of the broad scope of support which is available.

We will also provide supervisors with an understanding of how the EAP can help support them in their role as managers. The presentations cover topics such as recognizing the warning signs of stress, how to informally or formally refer an employee to the EAP, and how to distinguish between healthy pressure and harmful stress. Our initiative is to ensure that key staff understand the full scope of our programming and are effectively able to promote it to their employees and use the EAP as a management tool.

Deer Oaks' Account Management Team will be available to consult with County Program Liaisons and other key personnel as needed and will guide program promotion and training efforts. They will work hand-in-hand with County personnel to identify key issues and develop innovative solutions through programming and consultation. Open and honest communication with clients is the foundation of our success.



Orientation, Supervisor Training, Educational Seminars & Other On-site Services

When it comes to program promotion, Deer Oaks' strategy is to maximize every opportunity to create awareness of the service and increase utilization by making a personal connection with employees. Our experience with clients over the years demonstrates that combining strong communication materials with a personal touch consistently results in high utilization.

As part of this strategy, Deer Oaks offers the County a pool of up to 50 hours of on-site training services per year. These hours may be used at the County's discretion for:

- Employee EAP Orientations
- Health Promotion & Educational Seminars
- Health & Wellness Series Seminars
- Department of Transportation Reasonable Suspicion Seminars
- Drug & Alcohol Policy & Education Seminars
- Supervisory Orientations & Seminars
- Workforce Engagement Training
- Stress Management Training
- Pre and Post-Incident Management Trainings
- On-site Management/Organizational Consultation

Orientation and educational seminars are one of the most important ways of reaching out to employees, supervisors, and senior-level management. The Deer Oaks Employee Assistance Program (EAP) offers a variety of specialized trainings, orientation sessions, and wellness seminars covering a range of work/life, wellness, and EAP topics. All trainings are developed by staff clinicians and are designed to create awareness of the EAP, while providing education regarding personal and work-related issues. Our organizational development expertise also assists employers with meeting diverse workforce challenges and maximizing organizational resources.

Deer Oaks works to ensure that each session is well-received and effective in its impact. This is accomplished through five (5) stages:

- A thorough Seminar Needs Assessment regarding the session to take place
- Tailoring of the seminar to meet the organizational needs and hand-selecting EAP Specialists with sound workplace training experience
- Specific Design of seminars to keep them relevant, interesting, interactive, and fun
- Analysis of feedback and results from the Deer Oaks Seminar Survey Form completed by each participant directly following the seminar
- Coordination with the Program Manager to review the feedback from and impact of the seminar and incorporate the feedback and results in future seminars



All of Deer Oaks' seminars are developed by Doctoral-level clinicians and conducted by subject matter experts. The majority of seminars are one (1) hour psycho-educational seminars although they may be shortened or lengthened to fit within a specified timeframe. Deer Oaks will work closely with the County's key personnel to coordinate the scheduling of seminar sessions, which will be available during the day, afternoon, and late evening in order to accommodate all employee shifts and to ensure maximum attendance.

Deer Oaks also offers several training formats, including:

- Live group presentations
- DVD/Videotape
- Webinars
- Audio Conference
- Internet-based Training including downloadable presentations

DVDs and webinars are effective methods of providing training to groups of employees at various locations including those located in geographically remote areas. In addition to specifically requested webinars, Deer Oaks holds free monthly webinars accessible via the website, as well as invites our clients to attend periodic specialized webinar series free-of-charge such as our 2014 Supervisor Excellence Program Webinar Series. The County will be invited to participate in future webinar series events.

Trainer Qualifications & Satisfaction Surveys

All of Deer Oaks' seminars are developed by Doctoral-level clinicians and conducted by subject matter experts. We typically use our Network Provider Facilitators to conduct seminars and workshops for our clients. These providers have a minimum of a Master's degree, training experience and subject matter expertise on the training topic. When appropriate, non-clinical personnel such as wellness coaches, trainers, dieticians, smoking cessation specialists and HR professionals are also utilized.

Satisfaction surveys are provided to each attendee following the training. Evaluation forms are scored to review participants' satisfaction with the seminar presentation and average results are recorded on utilization reports. A follow-up email and/or phone call is also scheduled with the client Point of Contact typically within two (2) business days following the seminar to inquire about satisfaction and to handle any additional requests. Providers that receive less than positive scores are provided with feedback and coaching from our staff. If a provider consistently receives negative scores and feedback, the provider is removed from our training network.

Employee Orientation

The purpose of the employee orientation is to provide individuals with a thorough understanding of how the EAP works and allow the opportunity for them to ask questions. The sessions also focus on the very practical aspects of the service, as well as the counseling, so that employees are aware of the broad scope of support that is available. In addition to on-site seminars, Deer Oaks also provides DVDs, online PowerPoint presentations, webinars, and internet-based videos for use in employee enrollment sessions and attends Health and Benefits Fairs as requested to explain the EAP service, answer questions, and distribute literature.



Our EAP Orientations cover at minimum the following topics:

- What is an EAP?
- What types of services are available?
- Who is eligible to receive EAP Services?
- What assistance can be expected?
- How is the EAP accessed?
- When should one access the EAP?

Health Promotion & Educational Seminars

Deer Oaks has over 100 educational seminars available to the County on a variety of work/life, wellness and EAP topics including, but not limited to stress, wellness, work/life, substance abuse, management, and dependent care. Sessions are delivered in face-to-face seminar or online webinar formats and may be delivered during the lunch hour, at employee training conferences, during management meetings, at new hire orientations, or any convenient time for the County and its employees.

Health & Wellness Series Seminars

In addition to our one hour single session seminars, Deer Oaks also offers more in-depth, multi-week *Health & Wellness Series Seminars* that are designed to complement your organization's wellness initiatives. These group seminars include:

- *Health & Your Weight: Making Realistic Lifestyle Changes*
- *Stress Management: Improving your Coping Efforts*
- *Vicarious Trauma: Stress, Burnout & Compassion Fatigue*
- *Tobacco Cessation*

Each session includes an introduction, rules of the road, individual attention, information, discussion and assignments.

Our training flyers are provided on the following pages, providing examples of our most popular employee seminars and our 2014 webinar topics.



Supervisor Orientation

Deer Oaks offers supervisor orientations for County supervisors, managers, and others. The supervisor/manager workshops not only highlight the service provided, but also give managers an understanding of how the EAP can help support them in their role as a manager. Supervisor orientations include topics such as:

- Overview of the EAP
- Explanation of the services offered & how they can support managers
- Indicators that an employee may need assistance
- How to recognize the warning signs of stress
- How to monitor employee work performance
- How to conduct constructive confrontation interviews with troubled employees
- Rationale for managers to address employee's problems through utilization of the EAP
- How to make an effective EAP referral (either suggested or mandatory)
- How to follow up with employees following referral to the EAP
- Substance abuse information
- Manager roles and responsibilities in the implementation and use of the EAP

The outcome of conducting initial and ongoing supervisor orientation sessions is that usage of the EAP increases, as employees and managers understand the full scope of the service. Managers also become more proactive in dealing with difficult employee situations, make more referrals, and know how to use the service as a management tool.

These sessions will be available as requested by the County including initial training, new supervisor trainings and refresher training sessions. We also have DVDs, online PowerPoint presentations, webinars and internet-based videos for use in management meetings or departmental gatherings.

DOT Reasonable Suspicion Seminar

Deer Oaks will provide Travis County with DOT Reasonable Suspicion Seminar Sessions, DOT Drug & Alcohol Policy Seminars, and Drug & Alcohol Education Seminars. The Deer Oaks Reasonable Suspicion Seminar Program is conducted by a certified DOT/SAP (Department of Transportation/Substance Abuse Professional) and is in compliance with the Drug-Free Workplace Act of 1988, and the Federal DOT regulations.

Covered topics include:

- General requirements on reasonable suspicion referrals
- Make the call - the reasonable suspicion interview
- Prohibited drug use and alcohol misuse in the workplace

In addition, Deer Oaks offers individual counseling for drug and alcohol abuse, referral to 24-hour care facilities, a website with helpful seminar topic information and articles (accessible 24/7), and full DOT SAP services.



Pre and Post-Incident Training for Managers

When a crisis occurs at the workplace, whether the sudden death of a trusted employee or an accident that causes considerable damage and injury to workers, it is the on-site manager who finds himself at the center of coordinating a response. What happens in the early hours is critical. There is no single way to manage a response to an event—each event is unique, requiring a response that uses effective strategies that are aligned with the organizational needs of the client's and employees' needs at the location. Managing effectively during a crisis requires knowledge of organizational policies, programs, and resources as well as skills related to understanding behavioral responses to stress and assessing the situation to aid in organizing a comprehensive response.

Deer Oaks can provide the County's key personnel, supervisors, and managers with consultation regarding disaster readiness, tools for developing a workplace violence prevention plan, and Disaster Preparedness Training such as developing a disaster plan, dealing with the long-term effects of a disaster, the role of HR in planning & recovery, and how managers can assist employees following a critical incident. These training topics provide a solid foundation in crisis support that ensures administration will have the knowledge and skills required to organize effective responses to critical incidents. We can also assist administration with the development of messaging to affected staff and broader audiences in anticipation of, as well as during and after, critical incidents. Additional online disaster assistance resources, tools and tips, as well as seminars on managing traumatic stress are also available.

Supervisor Excellence Programming

Research concludes that 80% of the reason that employees are happy in their jobs has to do with the quality of their relationship with their supervisors. To support our public sector clients in maximizing the effectiveness of their supervisor-employee relationships, Deer Oaks provides a *Supervisor Excellence Program* as part of our EAP offering. This program makes available a continuum of resources designed to assist managers and supervisors in gaining additional knowledge and skill that will help to improve the morale and productivity of their teams.

The *Supervisor Excellence Program* includes:

- Over 50 management/leadership seminar/webinar topics geared to enhance the ability of supervisors to effectively motivate, manage, and coach the performance of their employees
- Workforce Engagement and Stress Management Initiative Seminars
- Unlimited access to management consultations with Deer Oaks management experts to assist in dealing with difficult workplace issues such as staff conflict, employee performance problems, interacting with difficult employees, etc.
- Quarterly webinars on cutting-edge management topics such as creating a respectful workplace culture; the keys to having an engaged workforce; and dealing effectively with difficult employees
- A monthly Supervisor Newsletter that includes timely tips on people management, utilizing the EAP as a performance management tool, etc.



Workforce Engagement Initiative

Deer Oaks proposes a *Workforce Engagement Initiative*. This initiative provides focused deployment of EAP services that target areas critical to the development of an engaged workforce.

Since having a team of effective, caring managers and supervisors that foster a positive workplace environment is key to employee engagement, Deer Oaks includes a series of seminars and online resources that are designed to enhance the coaching and relationship skills of County leaders. The seminars include topics such as *The 7 Habits of Highly Effective Supervisors*, *How to Build a Culture of Respect*, and *How to Effectively Coach Employee Performance* and are available both on-site and via webinar.

In addition, since poorly managed day to-day stress can prevent employees from becoming fully engaged in their work, our *Workforce Engagement Initiative* also includes a series of telephonic, face-to-face and online resources designed to provide employees with tools for effective stress management. We utilize a proactive "Stress Management Awareness" campaign to make employees more aware of these and other resources available to them through the EAP.

Stress Management Initiative

Stress has been called the "health epidemic of the 21st century" by the World Health Organization and is estimated to cost organizations across the United States up to \$300 billion a year. One recent survey reported that nearly half of all workers suffer from moderate to severe stress while on the job.

High levels of employees stress can also increase an organization's health care costs. Physicians suggest that stress is the cause of illness in more than 70 percent of all visits to a family doctor. In addition, stress accounts for 30 percent of all disability claims.

Further, stress hinders employee productivity. Workers report having difficulty with focusing on tasks, making mistakes and/or missing deadlines on projects, and having trouble getting along with co-workers/superiors because of stress. Finally, a significant amount of employees report missing work days due to the stress in their lives.

Deer Oaks takes an innovative wellness approach to help reduce employee stress, lower healthcare costs, and improve health & productivity. Through a focused *Stress Management Initiative* that can be delivered as part of the County's wellness program, Deer Oaks can help begin to mitigate the negative impact of stress on the County's workforce.

This initiative is comprised of the following components:

- An executive session to educate the County's leaders on the damaging effects that high levels of stress and change are having on their employees.
- A series of seminars or webinars for supervisors and managers to give them a greater awareness of the stress and pressure that's impacting their teams, and encourage them to minimize management approaches that increase employee stress (i.e., micro-managing employees, implementing more change than a team can readily adjust too, etc.).
- A series of seminars or webinars to educate and empower employees to better manage their stress and keep their lives in balance.



- A series of practical *Stress Management Tips* for both supervisors and employees to reinforce the importance of effectively managing their stress levels, and to continually improve their stress management skills.

This program is designed to help improve the overall wellness of County employees, reduce the absenteeism & healthcare costs associated with stress-related illness, and improve overall productivity.

Unlimited Telephonic Management Consultation

Supervisors and managers are the keystones of an engaged, resilient workforce and are counted on for long-term growth and success of the organization. They are tasked with maximizing organizational resources and motivating employees to perform at their highest level and optimum effectiveness. Managers must also utilize performance management and metrics to evaluate the effectiveness of its employees and promptly deal with under-performers and other departmental issues that can place a strain on workplace productivity.

Through its *Management Assistance Program*, Deer Oaks offers support services to managers and supervisors in dealing with difficult workgroup issues. *Unlimited telephonic supervisory, management, and human resources consultation* is available to provide guidance regarding issues, policies, practices and events that affect behavior in the workplace such as:

- Initiation or Monitoring of Individual Workplace Referrals
- Coaching for Improved Job Performance
- Dysfunctional Work Groups
- Stress Management
- Employee Discipline
- Performance Management
- Acute Interpersonal Conflicts
- Stress associated with Change and Transition
- Dealing with Death in the Workplace
- Difficult Workplace Situations
- Reconstruction of Policies and Procedures
- Diversity Issues
- Difficulties with Workplace Violence or Substance Abuse

Deer Oaks Counselors have extensive experience providing consultations both telephonically and on-site between departments; employees; employees and supervisors; and between labor groups and management. Our comprehensive management consultation process offers strategic solutions and practical advice that can open the path for healthy workplace communications and systems.

To request a management consultation or other management service such as a mandatory referral, County supervisors and managers may either call the toll-free Helpline or our dedicated *Manager Assist Line*, which connects them directly to the clinical team without going through our general triage.



Conflict Resolution/Mediation Services

Deer Oaks is experienced at providing conflict resolution/mediation services in the workplace for our client employers. We can provide work-related mediation services to assist with resolving workplace conflict and interpersonal issues. We have a network of fully qualified and experienced affiliate mediators and can tailor both the approach and engagement of the mediation as and when County members require this service. We offer two-party mediation or group mediation events. Additionally, as part of this process, we can provide input and advice to your HR department as to whether mediation would be appropriate for each potential case through our telephonic management consultation service. Managers, supervisors and HR may call our dedicated Helpline for a management consultation and to request workplace mediation services.

Monthly Supervisor Newsletter

Many managers and supervisors are stressed and are facing changes in their responsibilities and workplace roles. The EAP seeks to provide education and support so that managers can be a source of support for the employees turning to them day after day. Therefore, Deer Oaks offers a monthly electronic newsletter specifically designed to meet the needs of supervisors and managers. The newsletter is available in web-based and electronic formats and includes helpful tools, tips, and resources for becoming a more effective manager and leader.

Web-Based Training

In addition to our on-site and webinar trainings, County members will have *unlimited, 24/7 access to downloadable PowerPoint Training Presentations* from the Deer Oaks Work/Life website. We offer more than 100 employee training presentations in the areas of Workplace Issues; Family Issues; Health Issues; Personal Issues; Stress Management; and Smoking Cessation and 50 supervisor training presentations covering a variety of supervisory issues. We also have supervisor and employee orientation videos that may be viewed online.

Additionally, our monthly online seminars are archived through 2011 and may be accessed at any time by logging on to our website. Some of these topics include:

- Make Your Money Work For You: A Debt Management Plan
- Will There Be A Couch? What to Expect From Counseling
- Maximizing Your Day: Effective Time Management
- Staying Fit at Work
- Social Networking: Today's Communication Tools
- The Art of Listening and Giving Feedback
- Your Routine Financial Checkup

We also offer online skillbuilder training courses that combine valuable training with the ease and flexibility of learning online. These e-learning courses provide training for success both on and off the job by giving employees practical tips on managing the workplace and their world. They are fully narrated with an optional closed-captioned feature for your privacy. Certificates of completion are available for download following each session, making them an effective tool for workplace training.



Below are the skillbuilder topics available at deeroaks.com

- **Appreciating Personality Differences**
- **Cultural Diversity in the Workplace**
- **Nobody Likes a Bully: Bullying in the Workplace**
- **Recognizing a Troubled Employee**
- **Sexual Harassment in the Workplace**
- **Effective Communication**
- **Drug-Free Workplace Compliance**
- **Accountability**
- **Business Etiquette and Professionalism**
- **Emotional Intelligence for Success**
- **Self-Care: Remaining Resilient**
- **Caring For Aging Relatives**
- **Eating Your Way to Wellness**
- **Estate Planning: Five Essential Documents**
- **Handling Criticism Well**
- **Maximizing Your Day: Effective Time Management**
- **Say What You Mean the Right Way: Healthy Forms of Communication**
- **The Art of Conflict Resolution**



Program Promotion & Awareness Campaign

When it comes to program promotion, Deer Oaks' strategy is to maximize every opportunity to create awareness of the service and increase utilization by making a personal connection with employees. Our experience with clients over the years demonstrates that combining strong communication materials with a personal touch results in high utilization. This is reflected in the utilization rates of our clients, which are *30% above the national average of 4.8%*. This is primarily attributed to our high-touch account management approach and ability to collaborate with client contract managers and department heads to launch a coordinated communication strategy.

Deer Oaks places great emphasis on program promotion and will work with the County to implement a multimedia promotional campaign in 2015 including trainings, orientations, promotional items, health & wellness fair participation, and monthly newsletters. During implementation, we will discuss the County's past promotional efforts with their previous vendor and discuss a future promotional campaign strategy. We will then use this information to help direct our communication efforts and monthly promotional plan to increase employee awareness of the EAP & Work/Life program. We welcome the County's input into these promotional activities, as with all features of the program, and can customize a plan to meet the County's requests.

Additionally, we have found that the following four factors have the greatest impact on successfully improving participation rates:

- **Senior Leadership Endorsement/Buy-In** – It is important that leadership send the signal that it is not just okay to use the program, but that they actually encourage use of the EAP. Our experience shows that when the EAP is openly embraced by senior leadership, we see the highest utilization rates.
- **Engagement with Individual Stakeholders** – Our goal is to ensure that every key staff member is aware of and proactively promoting the EAP benefit for employees. This develops through relationships with key program stakeholders. We will offer webinars, teleconferences, and on-site meetings/program overviews throughout the year to ensure that key personnel are current on the various elements of the program, aware of any program updates, and informed about the enhanced products and services available.
- **Coordinated Communication Strategy** – Our approach is to launch and build awareness of the EAP starting with a launch letter, then the distribution of wallet cards, flyers and posters. Those initial steps create awareness and interest, which is then reinforced by on-site or webinar orientations that allow employees to interact, ask questions, and learn about the program at a deeper level. Finally, topic-specific ongoing promotions reinforce program awareness and stimulate continued utilization.
- **Flexibility and Diversity** – We recognize that there are different ways to connect with employees and make use of a diverse range of approaches. We keep in mind that employees will respond differently to various promotional materials. We are sensitive to diversity and the fact that some employees will be receptive to receiving an e-mail promoting the service while others will be more open to attending a training or webinar.



Promotional Materials

Deer Oaks will provide the County with employee communication materials during program implementation and on an on-going basis throughout the contract term as requested. These materials will include, but not be limited to:

- *An Introductory Announcement Letter*
- *Wallet cards* with the 24-hour telephone number and services provided to the employee
- *Tri-fold EAP Brochures* that contain information about Deer Oaks EAP program, its benefits, how to access the benefit, and contact information.
- *Two-color Informational Display Posters*
- *Employee & Supervisory Orientation DVDs*
- *Monthly Supervisor and Employee Electronic Newsletters*
- *Electronic Topical Flyers*
- *Supervisor EAP Handbook* (available electronically)
- *Supervisor Guidelines Handbook- Mandatory Referrals* (available electronically)
- *Deer Oaks Training Policies & Guidelines Handbook* (available electronically)
- *CD* containing camera-ready promotional and implementation materials that the County may use at its convenience

"Deer Oaks has been very proactive in providing educational in-services and trainings to Bexar County. Their communication has been clear and consistent, easing the responsibility of the contract managers. Their emphasis on systems allows for a smooth integration of family members into the benefit, which maximizes the impact of short-term assessments, counseling, and referrals."

- Charlie Maese, Benefits Manager, Bexar County Human Resources

Hard copy materials are available and will be mailed directly to our EAP Points of Contact for distribution. Electronic materials are also available throughout the contract term.

Finally, our Account Management Team is invested in reviewing utilization statistics with clients and working with them to develop ways of increasing utilization. Oftentimes, the solution is very simple and involves a combination of trainings and promotional items. Other times, the answer to higher utilization is more complex, such as certain populations being hesitant to contact the EAP for fear of non-confidentiality or other reasons. Deer Oaks can target these employee populations and work on increasing their confidence regarding the EAP.

Through this integrated multi-media promotional strategy, Deer Oaks will ensure that County employees are aware of benefits available to them through the Employee Assistance & Work/Life Program, as well as ensure that key personnel have the knowledge to internally promote the program.



Dynamic Work/Life Website

Deer Oaks offers Travis County and its members an innovative Work/Life website featuring an extremely comprehensive level of resource articles, assessments, audio, and video files covering emotional well-being, health and wellness, and workplace issues as well as child care, elder care, adoption, and education. The site is kept current and up-to-date by a team of dedicated staff, with new information added monthly. Members will receive an established organization-specific username and password to access the site.

Throughout the website, a range of content types are provided—articles, resource links, calculators, self-assessments, audio and video files, online courses, and online seminars—to appeal to different types of learners and web customers. We license content from premier sources such as Nolo, a respected provider of legal information for consumers and small businesses and Peterson’s, a well-established source of personalized solutions for education and career achievement.

Below is a comprehensive listing of the features of the work/life website:

- English and Spanish sites available
- Assisted Search and LiveCONNECT capabilities for access to a counselor or a work-life consultant 24/7 via instant messaging capability
- 7 content divisions: Parenting, Aging, Balancing, Thriving, Living, Working, and International
- 61 content modules and 503 content categories
- Searchable databases for child care providers, elder care and related services, adoption resources, attorneys, certified financial planners, pet sitting, private and public high schools and colleges, and volunteer opportunities
- 40 financial calculators
- 70 interactive health and emotional health assessments
- Over 300 streaming audio files and 30 video files covering a range of health and emotional health topics
- Live, monthly, online seminars with archiving of past seminars
- Links to Downloadable Employee and Supervisor PowerPoint Presentations
- Links to Monthly Employee and Supervisor Newsletters
- More than 4,000 regularly updated articles
- Reviewed and annotated “best of the Web” resource links
- News for You updated at least monthly
- Monthly interactive polls
- Search and Advanced Search features
- Skill Builders: Online training programs offering printable certificates of completion
- Learning Center: an interactive feature with articles, personal plans, assessments, audio advice, and quick tips on a wide range of individual effectiveness, physical, and emotional well-being issues
- Savings Center: a discount shopping program offering employees up to 25% discounts on name-brand goods and services
- Relocation Center: an interactive program that allows users to preview communities across the United States, providing vital statistics and a comparison feature
- 106 ready-to-use legal forms provided by Nolo
- WebMD access to medical and health information



Searchable Databases

We offer self-search options for members who prefer to perform research on their own, or simply wish to quickly assess what is available in their area. The site features searchable databases for adoption agencies, certified financial planners, child care, education (public and private K-12 schools, colleges, and universities), elder care and related services, pet sitters and adoptable pets, summer camps, and volunteer opportunities.

We also offer iFindCare, an iPhone application that focuses on finding and assessing quality dependent care. It features searchable access to our child and elder care locators; educational articles about identifying quality care, interviewing potential providers, and maintaining positive relationships with care providers; and quality checklists that users can complete on their iPhone while visiting potential providers. Articles and checklists can be viewed on screen, printed to wireless printers, saved, e-mailed, or faxed. iFindCare allows members to locate care providers that meet their specifications. Search results are easy to view, map, and explore for more information.



Discount Center

Our web-based Savings Center is an employee discount portal that offers access to professionally monitored and vetted corporate rates and discounts on a wide variety of items and services. With over 20 categories to choose from, there is something for everyone on the Savings Center, including hundreds of constantly changing discounts on a wide variety of practical and luxury items. Discounts are available on everything from everyday purchases (groceries, diapers, and pet food) to big-ticket items (computers, cars, and travel).

The Savings Center is offered in partnership with Next Jump, our partner since 2005. With over 18 years of experience, Next Jump works with 90,000 clients, representing 70% of Fortune 1000 companies. Next Jump has built the largest internet technology force on the east coast. Next Jump's Corporate Perks program is the industry leading savings portal which aggregates purchasing power to save employees money. Clients average 86% registration and 30% average monthly usage.

Online Skillbuilder Training Courses

Our skillbuilders combine valuable training with the ease and flexibility of learning online. These e-learning courses provide training for success both on and off the job by giving you practical tips on managing your workplace and your world. They are fully narrated with an optional closed-captioned feature for your privacy. Certificates of completion are available for download following each session, making them an effective tool for workplace training.



Below are the skillbuilder topics available at deeroaks.com

- Appreciating Personality Differences
- Cultural Diversity in the Workplace
- Nobody Likes a Bully: Bullying in the Workplace
- Recognizing a Troubled Employee
- Sexual Harassment in the Workplace
- Effective Communication
- Drug-Free Workplace Compliance
- Accountability
- Business Etiquette and Professionalism
- Emotional Intelligence for Success
- Self-Care: Remaining Resilient
- Caring For Aging Relatives
- Eating Your Way to Wellness
- Estate Planning: Five Essential Documents
- Handling Criticism Well
- Maximizing Your Day: Effective Time Management
- Say What You Mean the Right Way: Healthy Forms of Communication
- The Art of Conflict Resolution

Content Updates

We offer premier content, written and published internally and purchased from third-party experts. The website content is reviewed and updated in an annual cycle by our in-house content development team. The content development team assigns at least 100 new articles across more than 300 work/life topics each month. These articles go through a strict editorial process managed by content development.

Each month, the content development team:

- Updates the homepage with articles, resource links, and a poll that supports the monthly promotional theme
- Updates the News for You message(s)
- Offers a new, live, online seminar
- Updates the 60+ module pages with a new feature article
- Adds 100+ new articles to the website

Demo Site

Below are the link, login and password for the demonstration website. The website password expires September 30th. As a demo site, some features may not be fully enabled.

Standard Work/Life Demo Link: <http://www.powerflexweb.com/1601/login.html>

Login: deeroaks

Password: wldemo10



Utilization Reporting

Deer Oaks believes in the importance and utility of reporting to employers on the utilization patterns of the employees and dependents covered through the EAP. Standard utilization reports are provided electronically each quarter and annually and include information requested by the County without infringing on member confidentiality.

The data in our utilization reports typically includes:

- Overview of contract performance
- Caller demographics (if in line with confidentiality parameters)
- Overall statistics for contract use per reporting period
- Departmental/locale statistics for contract use per reporting period (if in line with confidentiality parameters)
- EAP referral source
- Reported home- and work-related problems (presenting and secondary)
- Type of assistance offered
- Referral to health plan, general practitioner, emergency services, community resource, etc.
- Feedback from customer satisfaction surveys and averages (when available based on rate of completion)
- Event Activity i.e. seminars, orientations, health fairs, etc.

Deer Oaks has the capability to deliver monthly, semi-annual, and/or ad hoc reports if needed. Deer Oaks is confident that we will be able to not only meet but exceed the County's needs related to reporting. Our reporting system captures complex client/sub-group structures and we are able to customize reporting to County specifications.

Your account manager reviews the detailed reports on an ongoing basis, monitoring utilization trends and the effects of various promotional campaigns. She will apply these results to adapting the program as needed for the County, keeping in mind your organizational strategies and goals. Through dialogue with County representatives and reviewing the utilization reports, your account manager will have the opportunity to keep her finger on the pulse of the EAP services being offered, keeping an eye out for trends that may indicate a need for specialized support. For example, if we notice that a number of employees are contacting the EAP regarding frustrations with colleagues, we might suggest offering training on dealing with workplace conflict. Similarly, if we see that a particular department has unusually low utilization levels, we could look at ways to increase program awareness through targeted promotions.



Confidentiality

Deer Oaks believes that trust is a critical factor of an Employee Assistance Program. We work hard to ensure that employees feel comfortable and confident that their contact with our services is confidential and will not jeopardize their jobs. The confidentiality of the EAP is reinforced in EAP communication materials, as well as discussed during orientations. In fact, this is one of the reasons why having an external program can be beneficial to increasing utilization. When employees understand that, although the EAP is paid for by their employer, it is delivered by an external organization, they often feel more comfortable reaching out for assistance.

Maintaining client confidentiality is a fundamental requirement for all aspects of Deer Oaks' service provision. Deer Oaks will preserve client confidentiality at all times in accordance with the Employee Assistance Professionals Association (EAPA) Code of Ethics; Health Insurance Portability and Accountability Act (HIPAA); other relevant professional guidelines; and the law. The professional management of confidentiality insures that personally identifiable and sensitive information will be protected from any unauthorized disclosure. Disclosure is allowable only when there is authorization by client consent, or when required by law. When disclosure does occur, it should be undertaken in ways that best protect the client's trust.

Although we stress the importance of professional confidentiality, we do not suggest that confidentiality should be absolute. To make it absolute would prohibit disclosures made in order to prevent serious harm to users themselves or to others and would frustrate the requirement to receive counseling supervision, or to facilitate meaningful management referrals.

The guiding ethical principles in disclosing confidential user information are:

- Any disclosures should be in the individual's best interests.
- Disclosures should only be on a need-to-know basis.
- Any disclosure is consistent with the purpose for which the client originally conveyed the information.

Wherever possible, Deer Oaks seeks an individual's written consent via a *Consent to Obtain/Exchange Information Form* before disclosing confidential material (even in an emergency), and relevant information is only released to an appropriate party such as the individual's general practitioner, social services, or emergency services. As a matter of course, confidential information would not be shared with the organization. However, in rare circumstances where it would assist in preserving the immediate safety of the individual or others, a company official may be notified.

Finally, clinical records are kept in a secure electronic format on a proprietary case management system. Access to data is by authorized password only and according to staff role. Our IT system uses software to maintain backup on a daily basis. These backups are stored in a separate location for security purposes. Most client records kept by us are in electronic format but there are some records from affiliate counselors kept in hard copy. Disposal of clinical records commences at regular intervals (once per annum) to coincide with the end of respective retention periods (generally six years). Disposal of hard copy records is undertaken by an approved shredding service and electronic record via data disk erasure.



Quality Control Plan

County employees will be provided with the highest quality EAP solution in the marketplace. Quality is the primary focus of our service and is at the core of everything we do. Our quality approach for public employer EAP programs is proven, offering the County confidence in our program's ability to effectively meet performance objectives and, ultimately, provide consistently excellent services to participants.

Our Quality Control Plan includes the following features and is detailed below:

- ISO 9001:2008 Certification
- Case Management & Follow-up Procedures
- Satisfaction Surveys
- Silent Monitoring
- EAP Case Reviews
- Work/Life Case Reviews
- Grievance Procedures
- Provider Complaints
- Data Systems & Security

ISO 9001:2008 Certification

Deer Oaks' call service centers hold ISO 9001:2008 certification. ISO 9001 is an international quality certification that defines requirements for a company's quality management system (QMS). A company's QMS comprises the organization's policies, procedures, and other requirements that ensure consistent customer satisfaction. ISO awards certification only after a lengthy application process, an internal audit, and an audit by an independent external certification body. To pass the audit, the organization must provide evidence to show that its QMS is working as it is intended to; that areas for improvement are continually identified; that there are means for correcting and preventing problems. The auditor interviews department heads to confirm understanding of the business process, verify the existence of procedure manuals, and obtain documented evidence. Bureau Veritas Certification awarded our call service centers ISO accreditation in 2010 originally, and they have passed all annual audits for continued accreditation.

Case Management & Follow-up Procedures

Telephonic Case Management

All EAP cases are overseen by a case manager who is responsible for managing the progress, quality, and clinical content of the counseling. The case manager works with our internal Network Advantage team to coordinate the referral to an affiliate provider. Once the network team locates a suitable counselor, the case manager contacts the employee to make the referral. This case manager also interacts with the face-to-face counselor at the beginning phase to establish the treatment focus. All clinical cases include telephonic follow-up at prescribed intervals during the case process to ensure quality. The case manager reviews the suitability of the referral as well as the client's progress toward goal attainment. Finally, at the conclusion of the case, the case manager reviews the case again, and discusses the employee's overall satisfaction as well as any onward referrals and resources that may be appropriate. The case manager then ensures that these areas and the case as a whole have been followed-up on



appropriately. These notes are maintained within our case management system and are not reported to the employer.

Trainings Follow-up

We provide training attendees with satisfaction surveys following each training. Evaluation forms are scored to review participants' satisfaction with the seminar presentation and average results are recorded on utilization reports. A follow-up email and/or phone call is also scheduled with the client Point of Contact typically within two (2) business days following the seminar to inquire about satisfaction and to handle any additional requests.

Critical Incident Stress Debriefings (CISDs) Follow-up

A satisfaction survey is provided to the client Point of Contact following the CISD. The Account Manager and/or Event Coordinator also follow-up typically within two (2) business days following the CISD to inquire about satisfaction and to handle any additional requests.

Supervisory Referrals Follow-up

The Account Manager typically follows up with the client Point of Contact during and after the close of a supervisory referral to ensure satisfaction with the process and to handle any additional requests. The case manager is also in touch with the client Point of Contact throughout the case (within the confines of confidentiality).

Legal/Financial Follow-Up

A legal/financial consultant is assigned to each employee during the initial call to walk him or her through the referral process. The consultant will follow-up the day after each attorney/financial counselor touch base until the case is closed to ensure the employee's needs were met.

Satisfaction Surveys

In addition to our standard case management procedures, Deer Oaks provides an online member satisfaction survey to members to measure and evaluate our service delivery. We welcome members' reactions and feedback regarding a variety of satisfaction issues, including the location and convenience of offices, the efficiency and attitudes of the staff, and the effectiveness of the counseling. The satisfaction survey is available on our website and each member is encouraged to login and complete the survey upon case closure. The results of member satisfaction surveys are included on utilization reports when available (based on member completion rate).

Silent Monitoring

Service quality managers and team leads conduct silent monitoring of calls. Three intake calls and three outgoing calls per counselor/consultant are monitored each month; this is an average of three to five percent of the overall monthly call volume. Additional monitoring and mentoring is assigned for staff who are in training and/or on performance improvement plans.

During the silent monitoring, a customized rubric is used to provide objective ratings on various components of the consultation process such as:

- The greeting
- Using active listening skills



- Setting appropriate expectations about the service
- Asking all appropriate questions
- Sharing information about other services or benefits

The rubric allots points based on the answer choice provided by the manager. An overall rating is provided per monitoring with a goal of 90% or higher for each rubric completed. Counselors/consultants are informed immediately after silent monitoring and they are provided with direct feedback and their score on the rubric. In-the-moment coaching to correct errors and suggestions for improvement are also provided.

Every month, the team leads meet with the service quality managers to review the silent monitoring scores and the case audit rubric scores to assess an overall service quality index for each counselor/consultant. This index dictates whether the consultant will receive his or her monthly quality bonus. The quality team and service delivery managers recently revamped the consultant bonus process to ensure that our staff are incentivized to maintain our standards of quality while being rewarded for increased production.

EAP Case Reviews

In-house EAP counselors have their casework reviewed formally on a monthly basis. This is a structured quality audit procedure that is in addition to ad hoc reviews and pertinent case discussion. Clinical supervisors randomly review 10 cases per counselor per month (or 10%, whichever is higher) to monitor overall quality and accuracy, as well as clinical protocols. Each case is reviewed for the following:

- Accurate data entry
- Timely case progression
- Appropriate case assignment
- Appropriate clinical judgments, including risk factors, assessment for substance abuse, and choice of intervention
- Follow-up and case closure
- The performance of the affiliate with regards to clinical and customer service parameters

The results of the audits are recorded on an audit spreadsheet and relevant details are discussed with the counselor. Any deficiencies require a response from the clinical manager and may lead to further training and development, or more serious measures as appropriate. Resolution of the issue may include further training and development or more serious measures, as appropriate. The issue is also evaluated to determine if it is indicative of a wider issue related to system breakdown, the need for a technology enhancement, or a resource need. The resolution procedure is tracked in our customer relationship management database, as well as in the individual counselor's quality files.

Work/Life Case Reviews

Every Work/Life case undergoes review by a quality assurance editor before the consultant sends the case to the end-user. The editor reviews the cover letter and provider referrals for spelling/grammar errors, proper formatting, and adherence to the user's need. Any errors are noted and the Work/Life consultant is responsible for revising the case before sending it to the end-user.



During monthly case audits, the content team leads review each Work/Life consultant's compliance with edits made by the editors. Team leads audit three to five cases per consultant per month. The Work/Life team lead will cross-reference the edited copy of the case with the final product that the consultant sent to the end-user. The case audit also includes a review of the consultant's compliance with established protocols related to logging information in the case management system and overall case completion. The team lead reviews any discrepancies with the consultant. Team leads meet with the editors monthly to review individual team members' overall performance.

Consultants who consistently make errors are put on quality improvement plans. The consultant will meet with his/her team lead and an editor to receive guidance and tips for improvement. Failure to show an improvement in quality is grounds for termination.

The editors' work is also subject to a quality assurance process. Each month, the managing editor audits 10 cases per editor to ensure thoroughness and accuracy. Failure to meet department standards will subject the editor to disciplinary action up to and including termination.

Grievance Procedures

Deer Oaks is committed to providing the highest quality of services possible. As part of this mission, any complaint is considered very seriously. Deer Oaks remains committed to recognizing any errors made and/or ways to improve upon services.

Informal Grievance

- If you wish to file a complaint regarding your counselor, you are encouraged to file the complaint with the counselor first.
- If you wish to file a complaint regarding other aspects of services, you are encouraged to file the complaint informally first, establishing verbal contact with the person who is the object of the complaint.
- Any individual filing a complaint is encouraged to offer a proposed resolution to his/her grievance.

Formal Grievance

If you feel that resolution has not been arrived at through this informal process, you are encouraged to file a written, formal complaint by calling the toll-free number: (866) 327-2400. You may also submit a complaint in writing to: Deer Oaks EAP Services- EAP Account Management, 126 E. Main Plaza, Ste. 1, San Antonio, TX 78205.

Complaints are acknowledged within two (2) business days and submitted for resolution to the appropriate department/Account Manager. The Account Manager will coordinate efforts to resolve the complaint with the appropriate personnel and escalate the complaint to the Director of Account Management if needed. The Account Manager and/or the Director of Account Management will contact you to discuss your complaint and develop an appropriate resolution. Concerns will be documented, including a complete description of the complaint and the actions taken for resolution.

Employers and supervisors file their complaints/grievances in the same manner as noted above. The Director of Account Management will notify the employer or employer's designated staff in a timely manner of any formal complaints, and detail how each was resolved, within the bounds of confidentiality.



Provider Complaints

Provider complaints are entered into our case management system and become a permanent entry in the provider's record. We may receive complaints directly from employees or from account management. Every complaint is investigated for validity and to determine if there is cause for serious concern. If we determine that the complaint is based on the individual employee's own preferences/opinion, we will make a note on the provider's record, but will not remove him/her from our network. If the complaint is substantiated, we will remove the provider from the network. We can also track whether a particular provider should not be referred to employees of a particular organization. As soon as the complaint is received, the employee will be referred to an alternate provider to ensure that there is no interruption of service and support for the individual in need.

Data Systems and Security

TouchStone Case Management System

Our ability to gather and report meaningful, consistent clinical and administrative data is unsurpassed. Deer Oaks' case management system, TouchStone, is a custom application that was created by an in-house development team that included not just IT expertise, but also input from clinical staff. As such, our case management system is the only application to have been created by an EAP provider that is used in the delivery of EAP services. It is also the only web-based case management system to combine EAP and Work/Life data, allowing the entire range of counselors and consultants to work from the same system anytime, anywhere. Every interaction with an employee is stored in TouchStone, ensuring that each time an employee contacts the EAP, he will not have to reiterate any information already provided.

Only the personal data necessary to serve an individual's unique request is collected and stored securely in TouchStone. Our servers are located in two (2) locations. Data may reside in one, or both, locations to allow for system and service redundancy. No employee information is ever accessible to a client company. All clients' data is in the same database. Specific client records are identified and classified per client requirements.

TouchStone has been subject to extensive testing for both functionality and security. Since the system was launched more than two years ago, there have been no security breaches. In addition, a number of high-profile clients with stringent security requirements have performed external system audits, following which no issues were identified.

The system was built on .Net framework and is accessible on the web with SSL encryption, securing the transmission between server and client application. On the back-end, the application runs on a SQL server. Users accessing TouchStone are authenticated through Active Directory and/or an SQL server authentication mechanism. Authorization is done based on the users' roles. Roles define access levels to the modules and features in the system. Users are given the minimal access level to perform their tasks.

If a security breach of any data system is identified, senior management is immediately notified. If evidence exists that criminal elements are involved, law enforcement is contacted for further assistance in evidence gathering and forensics. All security incidents that involve data loss will be treated as serious. Determination is made on a case-by-case basis as to whether to immediately isolate the system



from external and internal access. In the event that we ever suffer a data loss, we will communicate that to our customers in the most appropriate way.

Phone System

Our call center uses CMS, a telephone software product used in conjunction with Avaya PBX communication services, to process a large volume of calls through automatic call distribution (ACD). Through this system, we have the ability to organize call flows to specific teams, track performance of consultants, and measure service level agreements for answer time, total calls, and abandonment rates. The telephone system is linked to a live data reporting tool that is monitored continuously by operations management and the quality team. This allows oversight of data related to call answer times, abandonment rate, and call volume. If there is a spike in volume or heightened answer time, we have protocols in place for reassigning staff resources as needed.



2.4.5 DESCRIPTION OF PROJECT TEAM ORGANIZATION; NAMES AND RESUMES OF TEAM MEMBERS

Deer Oaks will provide Travis County with our signature high-touch account management approach that offers flexibility and enhanced program customization to meet the County's unique and changing needs. This approach begins with a dedicated account manager who serves as the primary point-of-contact for program implementation and day-to-day operations and goes a step further by assigning additional support team members to the account to ensure that all needs are met at all times.

Monique Ortiz, Account Manager will serve as the County's primary account manager. Ms. Ortiz will work hand-in-hand with County POCs ongoing from contract inception and seek to truly understand the County's goals and objectives for the EAP. She will listen to County and departmental needs, customize the program to be responsive to those needs, and rapidly address evolving needs and concerns. Through consultation with POCs and Department Heads, Monique will coordinate ongoing program promotional campaigns, discuss utilization and program trends, identify key issues and develop innovative solutions through programming and consultation.

The Deer Oaks team seeks to gain a full understanding of the challenges the County faces in order to design targeted communication plans and to determine how to best provide support at every level. This is a vital component of the services we deliver and goes beyond processes and procedures- *we also want to understand your values and vision*. This will be an on-going process and is something we remain committed to throughout the contract term.

Additional benefits of our high-touch account management approach include:

- Aggressive program promotion
- Monthly contact calls with Points of Contact
- Comprehensive implementation planning session and customization to meet client needs
- Individualized health and wellness programs across agencies (within the scope of EAP)
- Quarterly utilization review meetings
- Customized Managerial Assistance Programs
- Individual telephonic supervisor support
- Comprehensive monthly electronic newsletters
- Ongoing review of provider coverage to ensure exceptional access

Dedicated Account Manager

Monique Ortiz, Account Manager will serve as dedicated Account Manager to Travis County and will serve as the County's primary liaison. She is responsible for the overall contract management and will develop an implementation plan, oversee training, reporting, communications, billing and investigate any complaints.

Monique manages many of Deer Oaks' public employer accounts in Texas including the Austin Community College, Fort Bend County, Brazos County, and the City of Bryan, to name a few. Her ability to customize programming to various employers and individual departments, to develop innovative programming to increase utilization and to manage a smooth transition make her ideally suited to serve Travis County.



Support Team Members

Deer Oaks utilizes a team approach to administer EAP and Work/Life services to its clients. Therefore, Monique will lead an implementation and support team comprised of the following personnel:

- *Kira Rogers, Psy.D, HSP-P, Regional Clinical Manager*
- *Carolyn Knowles, Senior Account Manager*
- *Greg Brannan, Director of Business Development & Training Consultant*
- *Alicia Barrera, Executive Director of EAP*

This team is highly qualified and possesses the experience, knowledge, and diverse skills to provide the highest possible level of service to County employees and their families. The team has a long history of successful EAP service delivery and management experience, as well as diverse backgrounds and skills related to all aspects of EAP administration and management of large behavioral health contracts. The Support Team Members will be knowledgeable about Travis County's processes and procedures and participate in the implementation and ongoing administration of the County's program. They will work hand-in-hand with customer and clinical account managers to provide the highest level of customer service, individualization and coordination of the EAP benefit. They will ensure that the EAP program for the County is managed effectively and efficiently.

Additionally, all client specifications, communication and program design are tracked in a centralized database available to project team members. This database serves as a useful management tool and ensures the accurate transfer of details from one staff person to another so that any staff member can assist a client at any time. Through bi-weekly staff meetings, the team is provided with organizational, operational, project and task updates, during which time any concerns regarding project resources may be discussed and an appropriate action plan developed/implemented to ensure we maintain our high standards on any given project.



Team Roles in Account Administration

Corporate Resources to Support the Contract		
Type	Key Tasks	Personnel
Primary Account Manager	<ul style="list-style-type: none"> • Overarching responsibility for contract performance • Contract management and day-to-day customer interaction • Executive representative for interface with senior personnel during transition and contract performance • Available on an as-needed basis daily 	Monique Ortiz, Account Manager
Secondary Account Manager	<ul style="list-style-type: none"> • Provides direct support to the Primary Account Manager • Assists with account management-related activities for the County • Knowledgeable about the County's processes and procedures • Assists in program implementation, new initiative development, reporting and quality assurance 	Carolyn Knowles, M.P.S, Senior Account Manager
Regional Clinical Manager & Account Manager	<ul style="list-style-type: none"> • Supports clinical quality assurance activities • Corporate liaison for clinical service delivery • Supports training program development 	Kira Rogers, Psy.D, HSP-P
Director of Business Development & Training Consultant	<ul style="list-style-type: none"> • Primary contact during the RFP process • Supports training program development for clients upon request 	Greg Brannan
Executive Director of EAP	<ul style="list-style-type: none"> • Overall strategic and operational responsibility for staff, programming, and execution of services for clients • Ensures financial, material, and personnel resources are allocated to ensure contract performance • Ensures ongoing programmatic excellence and quality assurance activities 	Alicia Barrera

2.4.8 DESCRIPTION AND LOCATION OF SERVICE FACILITIES

Deer Oaks has an extensive national network of 54,000+ counselors located in every state and Puerto Rico including 5,400+ counselors in the State of Texas. This network includes 395 counselors within a 30-mile radius of Travis County zip code 78701 available to provide in-person counseling services to County employees and their family members. We also have 8,000 counselors globally.

Providers/provider groups are contracted on a per session basis for the provision of in-person short-term counseling, group therapy, on-site training, conflict resolution, critical incident response services and DOT Substance Abuse Professional (SAP) Evaluations. Before becoming part of our network, provider credentials are verified through a process that includes strict primary source qualification and reference verification. Each provider's application is thoroughly reviewed by our credentialing committee, which makes the final determination. Each counselor is then re-credentialed every three (3) years to ensure ongoing compliance.

The minimum standards for network inclusion in the US are as follows:

- Possession of a minimum of a master's degree in a mental health discipline
- Three years minimum post master's experience in the direct provision of clinical care
- Current and unrestricted license as a mental health practitioner at the independent practice level
- Maintenance of professional liability insurance at the level of \$1 million per occurrence and \$3 million aggregate
- Attestation/disclosure to the existence of prior sanctions or limitations to license, malpractice claims history, the existence of felony convictions, and the ability to perform the essential functions of an EAP counselor

This extensive provider network enables us to quickly respond to requests for on-site services in the case of a critical event or training request and to match members with counselors that meet their specific needs (i.e. language, gender, ethnicity, specializations, appointment time, etc.) wherever they may reside throughout the United States.

Travis County Provider Network Summary

Of the 5,400+ counselors serving on our Texas provider network, 395 providers are located within a 30-mile radius of Travis County zip code 78701. These providers hold a variety of credentials and are available to provide in-person counseling services to County employees and their family members, as well as provide on-site services at County offices including critical incident stress debriefings, conflict resolution sessions, and trainings.

Deer Oaks' counselors range in age, gender, ethnicity, race, expertise, treatment specialty areas and language capabilities. With a number of counselors to choose from, Deer Oaks can ensure County members receive individualized service from counselors that meet their specific needs (i.e. language,



gender, ethnicity, specialty with certain presenting problems, evening and weekend appointments, etc.) as well as receive timely appointments. Evening, weekend, and holiday appointments are available for added convenience and participants can always access the EAP for intake, assessment, and emergency services 24 hours a day, seven days a week, 365 days a year by calling the Deer Oaks Helpline. In-the-moment telephonic support for crisis situations is available 24/7.



National & Global Network

In addition to its local Travis County provider panel, Deer Oaks also has existing mental health provider networks in all 50 states and Puerto Rico totaling 54,000+ providers and an additional 8,000 providers globally. Our national and global networks enable us to provide services to all family members meeting the eligibility criteria even if they are traveling or attending school in another state. By calling the Helpline, they can easily access services and be assisted in scheduling an in-person appointment with a licensed counselor in their particular location.

Monitoring the Affiliate Counselor Network

All provider information is maintained within our Network Advantage System, which integrates the latest web technology to support the entire range of network-related activities, including provider recruitment, credentialing, contracting, data management, and referral/reimbursement processes. Our multidisciplinary network system tracks various licenses and certifications, as well as more than 95 treatment specialties to facilitate specific searches. Search criteria include language requirements as well as qualifications for responding to specific needs.

This system is also designed to flag potential affiliate issues for review throughout the entire credentialing process. Rather than just processing applications and obtaining required information, we analyze and synthesize affiliate data, helping to ensure that we can most effectively screen affiliates prior to sending member referrals.

Any anomalies or quality issues related to the providers in our network are immediately reported to the network manager, who reviews them with the lead clinical supervisor for appropriate follow-up. A record of performance is kept in our case management system, readily available for review. All provider complaints are entered into our case management system and become a permanent entry in the provider's record. Every complaint is investigated for validity and to determine if there is cause for serious concern. If we determine that the complaint is based on the individual employee's own preferences/opinion, we will make a note on the provider's record, but will not remove him/her from our network. If the complaint is substantiated, we will remove the provider from the network. We can also track whether a particular provider should not be referred to employees of a particular organization. As soon as a complaint is received, the employee will be referred to an alternate provider to ensure that there is no interruption of service and support and for the individual in need.

Finally, Deer Oaks utilizes Affiliate training programs, monthly contact and quality control procedures to ensure an exceptionally high level of service and familiarity with both the EAP and our clients' plans. Our training program for our in-house counselors is delivered primarily by internal clinical staff, but also includes specific training from our account management team and recognized experts in specific fields on various subjects, including the history of EAPs, serving the corporate customer, risk assessment, handling suicidal clients on the telephone, substance abuse assessment, crisis intervention/trauma response, handling management referrals, flagged cases for high risk (including third-party disclosure), and unique client skills training. A training plan is developed for all counselors in order to ensure widespread competencies.



Global Provider Institute

Affiliate Counselors are also invited to participate in the Global Provider Institute, which includes 10 hour-long sessions annually covering topics such as cognitive behavioral therapy, short-term solution-focused counseling, and other relevant EAP topics. Our Global Provider Institute offers a webinar series to provide our affiliates with the opportunity to enhance their knowledge. Each hour-long session is designed to expand our providers' clinical repertoire in treating participants and in their understanding of the emerging treatment options available. Upon completion, participants receive a certificate of attendance. In addition, providers are able to earn one continuing education unit (CEU)/continuing development unit (CDU) for attending each session, for a total of 10 CEUs/CDUs. These webinars are offered free of charge to our Affiliates.

Recently offered sessions include:

- Managing On-site Critical Incidents
- Mental Health Effects of Domestic Violence
- Alerting Managers to the Signs and Symptoms of Troubled Employees
- The Impact of Stress and Social Support on Burnout
- Depression and Suicide Prevention

2.4.9 TOTAL NUMBER OF EMPLOYEES BOTH INSIDE AND OUTSIDE OF TRAVIS COUNTY

Deer Oaks is headquartered in San Antonio, Texas. Austin is just a short drive from San Antonio for our Account Managers. Additionally, because we have many accounts in Austin already, Deer Oaks already has a strong presence in Austin.

Exhibit 2 to Attachment A, Description of Services Questionnaire

Helpline		Proposer response
2-3	How many staff are available to handle helpline phone calls? Are staff employed by you or subcontracted?	<p>The number of staff available to handle helpline calls varies throughout the day and is dependent on the average call volume for that day/time. Staff are subcontracted through Workplace Options, a leader in the EAP and Work/Life industry.</p>
2-4	What are the credentials of your associates who staff the phones and authorize referrals?	<p>Deer Oaks has both clinical and work/life personnel who staff the 24-hour Helpline. Below are the general qualifications for our Work/Life Personnel and Telephonic Counselors/Case Managers:</p> <p style="text-align: center;">Work/Life Consultants</p> <p>Answer the Helpline during normal business hours; provide Work/Life Consultation and Referral Lists</p> <p>Our Work/Life Consultants are content experts in various areas of the Work/Life spectrum (e.g., child care, adult/elder care, daily living) and are also cross trained in all Work/Life areas. We hire individuals with a rich combination of education and experience who display a unique mix of academic and practical knowledge. Following are the educational and experience requirements of our work-life consultants:</p> <ul style="list-style-type: none"> • Elder Care: A master’s degree in counseling, social work, or a related field, plus three to five years of direct experience within elder care systems/facilities. • Child Care: A bachelor’s degree in early childhood education, elementary education, or a related field, plus at least three years of direct care experience. • Daily Living: A bachelor’s degree and one to two years of related experience.
		<p>Our extensive in-house training includes 224 hours of classroom training, 90 days of training with the team, and conducting research with close monitoring. After trainees pass the training period, they are required to undergo 20 additional hours of training annually. Telephonic Counselor Qualifications Provide telephonic assessments, counseling and crisis intervention during normal business hours; answer the Helpline after-hours; handle requests for mandatory referrals and management consultations Our clinical call center counselors, at a minimum, have a recognized master’s degree in counseling.</p>

2-5	Please describe the ongoing training received by the helpline counselors.	<p>Additionally, telephonic counselors must have 450 hours of face-to-face counseling experience under clinical supervision over a period of three years (full- or part-time) and must complete induction training including assessment skills training, risk assessment and crisis response, and outcome management. However, the majority of our telephone counselors have significantly more experience, gained over a period of many years of professional clinical practice.</p> <p>Our training program is delivered primarily by internal clinical staff, but also includes specific training from our account management team and recognized experts in specific fields on subjects including the history of EAPs, serving the corporate customer, risk assessment, handling suicidal clients on the telephone, substance abuse assessment, crisis intervention/trauma response, handling management referrals, flagged cases for high risk (including third-party disclosure), and unique client skills training. A training plan is developed for all counselors in order to ensure widespread competencies.</p>
2-6	Provide a detailed list of all the referral opportunities that will be accessible to participants through the helpline. (i.e. financial advisors, legal assistance, etc...)	Counselors provide referrals as clinically needed to the employer group's health plan, community resources, legal resources and attorneys, child/elder care resources, and financial counselors/planners. Deer Oaks maintains a referral network of community resources to facilitate referrals outside of the EAP and coordinates with other health and wellness vendors when needed.
Counseling Sessions and Services		Proposer response
Please confirm if you provide counseling sessions to assist participants with the following:		
3-1	Stress	Confirmed
3-2	Psychological or emotional problems	Confirmed
3-3	Crisis intervention	Confirmed
3-4	Financial counseling	Confirmed
3-5	Marital and/or family problems	Confirmed
3-6	Child and/or adolescent problems	Confirmed
3-7	Substance abuse	Confirmed
3-8	Eating disorders	Confirmed
3-9	Management of anger/conflict/violence	Confirmed
3-10	Elder Care	Confirmed
3-11	Others (please list):	Any other issues which may be affecting the participant's functioning. Deer Oaks offers individual and group short-term, face-to-face counseling sessions for a variety of issues such as occupational, grief, family, stress, and chemical dependency. In-person, telephonic and online modalities are available.
3-12	Are counseling sessions and services provided by in house staff or contractor?	Counseling sessions are provided by network counselors
3-14	Are counseling services available on-site at your facility? If so, please list locations.	Counseling services are available on-site at network provider facilities.
Network for counseling services:		

3-18	Number of counselors located in Travis County?	172
3-21	Describe your process for ensuring diversity within your network of providers.	Deer Oaks does not discriminate in any of these areas as part of its hiring practices.
3-23	How do you ensure network providers provide an office which provide confidentiality, physical safety and security, and easy accessibility for those needing accommodation under ADA? If so, please describe your process.	Deer Oaks requires provider facilities to meet ADA standards. All Deer Oaks network providers must adhere to Deer Oaks' confidentiality standards as well as follow all local, state, and federal laws.
Substance Abuse Program		Proposer response
4-2	What information and reports from your substance abuse program are provided to the customer?	Deer Oaks makes recommendations concerning education, treatment, follow-up testing, and aftercare. In support of the County's Drug-free Workplace Program, Deer Oaks will coordinate a referral to a DOT Substance Abuse Professional (SAP).
Critical Incidents		Proposer response
5-1	Please describe how you handle critical incidents which affect employees in the workplace.	EAP Specialists are available within 24-48 hours of the critical incident or trauma to provide group and individual critical incident stress debriefing with recommendations for follow-up treatment.
5-2	What types of critical incidents have your responded to and handled within the last 3 years?	Deer Oaks has responded to a wide range of critical incidents including, but not limited to: employee deaths, suicide, hostage situations, workplace accidents, natural disasters, school shootings, etc.
5-3	How quickly do you respond to critical incident requests from a customer?	Deer Oaks is typically on-site within 24-48 hours of notification of the incident. However, we have responded within shorter time frames when requested.
5-4	What is the availability of your critical incident response team (24/7/365)?	24/7/365
Training Programs and Consultations		Proposer response
6-2	Is the training provided by sub-contractors or employees?	Trainings are provided by Subcontractors. All of Deer Oaks' seminars are developed by Doctoral-level clinicians and conducted by subject matter experts.
6-4	Please provide demographic profile of trainers.	Deer Oaks makes every effort to utilize trainers with diverse backgrounds. Deer Oaks is an equal-opportunity employer.
6-5	What languages can the helpline staff communicate in?	Many of Deer Oaks' helpline staff are bi-lingual and multi-lingual. Additionally, Helpline staff have the use of a telephonic translation system which can translate over 150 of the most common languages.
Participant and Client Satisfaction		Proposer response
8-5	Will you customize the participant survey for the County if requested?	Yes
Reporting & Web Site		Proposer response
9-1	Please list all standard reports provided to client.	Deer Oaks provides Quarterly and Annual Calendar Year Reports to analyze trends in utilization of the EAP benefit.
9-2	How often are the reports provided?	Quarterly and Annually as a standard. Ad-hoc reports can be provided at no cost.
9-4	Do you have an employer/administrator portal or web site?	Yes

9-5	If so, what services/features are available through the site?	Specialized online EAP services available at www.deeroaks.com, including topical libraries, health and wellness articles & presentations, child/elder care resources, legal and financial tools, and skillbuilder courses
9-6	Do employers have the ability to run reports through an employer web site/portal?	Reports can be delivered through an employer website/portal
9-7	Do employers have the ability to run ad hoc reports?	Yes, at no cost
9-8	Are there any fees associated with running reports? If so, please list additional fees.	No.
9-12	Is the web site/app available in any other languages?	Yes, the website can be read in English or Spanish. The App may be available in Spanish at some point in the future.
9-13	Can the web site be branded specifically for Travis County?	Yes.
Implementation and Other Services		Proposer response
10-3	Do you have experience placing EAP counselors on-site? If so, please describe program and program experience.	Yes, Deer Oaks regularly places on-site for CISD services. Deer Oaks has experience sending CISD counselors on-site to multiple worksites simultaneously, such as for Texas Department of Health and Human Services.
10-4	Please describe any other services and programs you offer which you think may be of interest to the County. Be sure to include any fees or premiums for listed services and programs.	Deer Oaks offers the County the widest scope of services in the industry including Identity Theft Monitoring, Concierge, state-of-the-art website, and more. These services are included at no additional cost.

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Work Life Programs	Quantity of Service provided and limitations or exclusions.
<u>Legal:</u>	
Consultations with an attorney. How long? How many per year?	Yes. Covered Issues: Family Law, Criminal, Bankruptcy, Adoption, Elder Care/Wills/ Trusts/Estate Planning, Consumer Issues Coverage available in all 50 states
<u>Financial:</u>	
Financial Counseling consultations. How long? How many per year?	Unlimited telephonic (no limit to the length of the session) consultation with a financial counselor qualified to advise on a range of financial issues such as bankruptcy prevention, debt reduction and financial planning

Referrals and assistance finding day care/elder care.	<p>Yes.</p> <ul style="list-style-type: none"> -Work/Life Consultants consult with members regarding their Work/Life needs, streamline searches, and provide a list of up to three (3) referrals per request within 12 hours for standard work/life cases and within six hours for urgent cases -Searchable database of Childcare/Eldercare Resources -Tools for Balancing Work and Family -Extensive online and community resources covering a variety of Work/Life issues including, but not limited to child care, elder parent care, adoption, education, and daily support services.
Webinars available to participants and supervisors on work/life topics.	Yes. Up to 50 or 75 hours. Plus, access to free monthly topical webinars via the Deer Oaks website.
Retiree Assistance Programs or Resources.	Yes. The Retiree Assistance Program provides full EAP program services for retirees and their family.

Option to add this service for additional PEPM fee

Tobacco cessation program.	<p>Deer Oaks also offers in-depth, multi-week Health & Wellness Seminars including a Tobacco Cessation series.</p> <p>Each session includes an introduction, rules of the road, individual attention, information, discussion and assignments.</p> <p>Additionally, Deer Oaks also has an online Tobacco Cessation training available on its website.</p>
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ATTACHMENT B

FEE RATES, PAYMENT SCHEDULE AND INVOICING REQUIREMENTS

- 1.0 **FEE RATES:** The fees payable under this Contract are subject to Part III, section 4.
- 2.0 **FEE EXHIBIT:** This Attachment includes Exhibit 1 Fee Schedule and Included Services which states the per employee per month fee and fees for all other services. These fees are payable by County related to EAP Services. This Attachment also includes the criteria for calculating costs during this Contract.
- 3.0 **CONTRACTOR INVOICING REQUIREMENTS:**
- 3.1 Other Applicable Requirements. Invoicing shall be performed in compliance with Part III, section 4 and Part IV sections 4.2 and 4.5 in addition to this Attachment B.
- 3.2 Content of Invoices for Other Services not included in PEPM rates. Contractor shall include at least the following information in invoices for Services not included in PEPM rates:
- 3.2.1 Name, address, and telephone number of Contractor,
- 3.2.2 County contract number,
- 3.2.3 Types of Services provided,
- 3.2.4 Period when Services were provided
- 3.2.5 Fees rates for each Service provided
- 3.2.6 Number of applicable units of service (i.e., hours, SAP programs),
- 3.2.7 Amount due for each type of service provided,
- 3.2.8 Total amount due, and
- 3.2.9 Any additional information relevant to payment for those services
- 3.3 Submission of Invoices for Other Services. Contractor shall submit these invoices to County at the following address:
- Travis County Human Resources Management Department
Attn: John Rabb
P.O. Box 1748
Austin, Texas 78767
- 4.0 **CONTRACTOR INVOICING REQUIREMENTS:**
- 4.1 Other Applicable Requirements. Invoicing shall be performed in compliance with Part III, section 4 and Part IV sections 4.2 and 4.5 in addition to this Attachment B.
- 4.2 Invoicing and Calculation of PEPM Fee. In this section 4.0, “Employee” means a regular

employee who is employed on or before the first Day of the month and excluding Employees with effective dates of employment occurring after the first Day of the month. County shall calculate the monthly PEPM Fee by multiplying the number of Employees by the PEPM Fee amount in Exhibit 1 to this Attachment B. County shall provide Contractor with a statement of amounts due when County pays Contractor. The Due Date for payment is the first Day of the next full calendar month. If Contractor does not agree with County's opinion about the number of Employees, County and Contractor shall resolve the issue as described under Section 7 – Dispute Resolution.

- 4.3 Contents of Administrative Fee Invoices. With its monthly payment of administrative fees, County shall provide Contractor with a statement that indicates the following:
- 4.3.1 Name, address, and telephone number of Contractor,
 - 4.3.2 County contract number,
 - 4.3.3 The quantity of each type of Service performed, i.e. the number of Employees during the prior month as reflected in the County payroll system.
 - 4.3.4 The PEPM rate applicable to the current contract or option year based on the number of Counseling Sessions and hours of training stated in the contract for this year and the modification to exercise the options to extend the Contract and the rates as stated in Exhibit 1 to this Attachment B,
 - 4.3.5 Total amount due, and
 - 4.3.6 Any additional payment information required by the Contract.

5.0 PAYMENT SCHEDULE:

- 5.1 Due Dates. County shall pay invoices other than those for PEPM fees no later than thirty (30) days after receipt of the Services or receipt of the invoice, whichever is later. County has no obligation to pay for Services not included in PEPM until after receipt of a detailed bill. However, for all payments due under this Contract for Services not included in the PEPM, the payment is due based on date Services are satisfactorily performed or the date a correct invoice is submitted and determined in compliance with Texas Government Code Chapter 2251.
- 5.2 Payment. County shall make payments for PEPM fees in compliance with Part IV, section 4.5. County shall make payments for reimbursement of Services not included in the PEPM fees in compliance with Part IV, section 4.5. All payments under this Contract are subject to Part III, section 4.
- 5.3 Annual Reconciliation. For each Contract Period, Contractor reconciles the total amounts County paid with the total amounts County owed. Contractor provides County with a copy of the reconciliation with explanations as needed. If the reconciliation indicates that Contractor owes County money, Contractor shall pay County within thirty (30) Days after the reconciliation is complete. If the reconciliation indicates that County owes Contractor money, Contractor invoices County for the amount due. If County agrees the amount is due, County pays Contractor within thirty (30) Days after receiving notification of the amounts that County owes Contractor. For payments made after this thirty (30) Day period, County pays Contractor interest

on these amounts at the interest rate determined in compliance with Texas Government Code Chapter 2251.

- 5.4 Terminal Reconciliation. If the Contract is terminated, Contractor reconciles the total amounts County paid since the most recent previous reconciliation with the total amounts County owed since the most recent previous reconciliation. Contractor provides County with a copy of the reconciliation with explanations as needed. Contractor pays County the amount owed with thirty (30) Days after Contractor performs a final reconciliation if C owes County money. If the final reconciliation indicates that County owes Contractor money and County agrees the money is owed, County pays Contractor within thirty (30) Days after receiving notification of the amount owed.

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Exhibit 1 to Attachment B, Fee Schedule and Included Services

Services	Per Employee Per Month Fee	Additional Details
<u>Short Term Counseling Sessions + 50 hours of on-site training</u>		
Up to 5 counseling sessions, in person, telephonic or web video	\$1.00 PEPM	This rate is guaranteed for six (6) years.
Up to 7 counseling sessions, in person, telephonic or web video	\$1.38 PEPM	This rate is guaranteed for six (6) years.
Up to 10 counseling sessions, in person, telephonic or web video	\$1.94 PEPM	This rate is guaranteed for six (6) years.
<u>Short Term Counseling Sessions + 75 hours of on-site training</u>		
Up to 5 counseling sessions, in person, telephonic or web video	\$1.05 PEPM	This rate is guaranteed for six (6) years.
Up to 7 counseling sessions, in person, telephonic or web video	\$1.43 PEPM	This rate is guaranteed for six (6) years.
Up to 10 counseling sessions, in person, telephonic or web video	\$1.99 PEPM	This rate is guaranteed for six (6) years.
<u>Additional EAP Services included in Base PEPM:</u>		
Number of mediation hours included in PEPM cost.	Included in PEPM Fee	<p style="text-align: center;">Quantity of service provided and limitations or exclusions.</p> <p>Yes. Unlimited telephonic mediation. Deer Oaks' telephonic mediation service offers supervisors, managers and HR unlimited telephonic consultations with a Deer Oaks Manager Assist Line Consultant to assess the circumstances surrounding an employee conflict and to discuss the potential need for conflict resolution support, on-site mediation, etc.</p> <p>In the Deer Oaks model, many of the individuals originally suggested as candidates for face-to-face mediation are referred for individual conflict resolution counseling through the EAP's mandatory referral process. Working with a counselor, these individuals are provided with practical conflict resolution skills that help them to better navigate their present situation and prepare them to better resolve any future conflicts. To request a telephonic mediation or other management service such as a mandatory referral, County supervisors and managers may either call the toll-free Helpline or our dedicated Manager Assist Line, which connects them directly to the clinical team without going through our general triage.</p>

Cost per hour for additional mediation hours above those included in the PEPM Cost.	Included in PEPM Fee	Yes. Unlimited telephonic mediation.
Implementation hours do not count towards the number of on-site training hours included in contract year.	Included in PEPM Fee. No, this does not count toward on-site training hours.	Yes. Implementation hours are unlimited and do not count toward on-site training hours
Mandatory referrals included?	Included in PEPM Fee	Yes. Unlimited mandatory referrals.
Additional fee(s) for follow up care for DOT SAP program.	Included in PEPM Fee.	Yes.
Number of on-site critical incident responses (CIR) included in PEPM.	Included in PEPM Fee.	Yes. Unlimited.
On-site attendance at two Travis County health fairs per year.	Included in PEPM Fee.	Yes. No limitations.
Quarterly utilization reports.	Included in PEPM Fee.	Yes. Confidentiality will be maintained.
Number of posters/brochures and flyers included in PEPM fee?	Included in PEPM Fee.	Yes. Unlimited electronic. The County will receive a CD with camera-ready materials. In addition, hard copies for each employee will be provided during implementation and on an on-going basis as required.
<u>Work Life Programs</u>		Quantity of service provided and limitations or exclusions.
<u>Legal:</u>		
Consultations with an attorney. How long? How many per year?	Included in PEPM Fee.	Yes. <ul style="list-style-type: none"> • Free thirty-minute telephonic advice consultation with an attorney. • Free thirty-minute in-person consultation with a plan attorney qualified to handle your issue. NO limit to the number of times you can use the service for different issues
Will preparation/review.	Included in PEPM Fee.	Yes. Interactive Online Will Preparation (located online in the Legal & Financial Center)
<u>Financial:</u>		
Financial Counseling consultations. How long? How many per year?	Included in PEPM Fee.	Yes. Free unlimited telephonic (no limit to the length of the session) consultation with a financial counselor
Are any additional financial counseling services included beyond the consultations?	Included in PEPM Fee.	Yes. Advantage Financial Assist services in Questionnaire Financial Services
<u>Others:</u>		

Identity Theft Monitoring/Assistance.	Included in PEPM Fee.	Yes. ID Theft Prevention & Recovery • Provides victims a 30-minute consultation with an Identity Recovery Professional
	Included in PEPM Fee.	Control Your ID: Free Online Identity Monitoring (located in the Legal & Financial Center)• Free registration- no service level or payment plan required• Re-register annually and update information as needed
Taxi/Sober Ride program.	Included in PEPM Fee.	This service is available once per year per participant with a maximum reimbursement of \$45.00 (excludes tip).
Referrals and assistance finding day care/elder care.	Included in PEPM Fee.	Yes. -Work/Life Consultants provide a list of up to three (3) referrals per request within 12 hours for standard work/life cases and within six hours for urgent cases
Monthly Newsletters for Participants	Included in PEPM Fee.	Yes. These are provided monthly.
Monthly Newsletters for Supervisors/Managers	Included in PEPM Fee.	Yes. These are provided monthly.
Webinars available to participants and supervisors on work/life topics.	Included in PEPM Fee.	Yes. Up to 50 or 75 hours. Plus, access to free monthly topical webinars via the Deer Oaks website.
Retiree Assistance Programs or Resources.	Included in PEPM Fee.	Yes. The Retiree Assistance Program provides full EAP program services for retirees and their family.
Web site for employee discounts to goods and services.	Included in PEPM Fee.	Yes. Our web-based Savings Center
Additional programs or services at additional PEPM:		
In-depth, multi-week Health & Wellness Seminars		
Live Well Standard Wellness Coaching: including Tobacco cessation program.	\$.46 PEPM	In-depth, multi-week Health & Wellness Seminars including Tobacco Cessation program. Additionally, Deer Oaks has an online Tobacco Cessation training available on its website.
Online Health Risk Assessments:	\$.24 PEPM	
Optional additional programs or services at unit pricing		
Additional training hours	\$275/hr	

In-person mediation services	\$275/hr	Using a network of fully qualified and experienced affiliate mediators tailoring the approach and engagement as and when County members require it for two-party or group mediation events.
On-Site Biometric Screenings:	\$69/employee based on minimum of 100 tests per site per shift	
Cost for DOT SAP program/referral.	Cost - \$500.00 per DOT/SAP program evaluation	Yes. Deer Oaks will coordinate a referral to a DOT Substance Abuse Professional (SAP), who provides Services in Questionnaire 4-1 through 4-4 Substance Abuse Program

Additional Available Services at Employee Expense

Additional legal services beyond the included consultations	<ul style="list-style-type: none"> • If representation is required, members receive a 25% discount off hourly attorney fees 	<p>Yes.</p> <ul style="list-style-type: none"> • Excluded Issues: Employment as it relates to employees and family members, one's own business, class action lawsuits, taxes
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STATE OF TEXAS }
COUNTY OF TRAVIS }

ETHICS AFFIDAVIT (ATTACHMENT 3)

Date: _____
Name of Affiant: _____
Title of Affiant: _____
Business Name of Proposer: _____
County of Proposer: _____

Affiant on oath swears that the following statements are true:

1. Affiant is authorized by Proposer to make this affidavit for Proposer.
2. Affiant is fully aware of the facts stated in this affidavit.
3. Affiant can read the English language.
4. Proposer has received the list of Key Contracting Persons associated with this solicitation which is attached to this affidavit as Exhibit "A."
5. Affiant has personally read Exhibit "A" to this Affidavit.
6. Affiant has no knowledge of any Key Contracting Person on Exhibit "A" with whom Proposer is doing business or has done business during the 365 day period immediately before the date of this affidavit whose name is not disclosed in the solicitation.

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Signature of Affiant

Address

SUBSCRIBED AND SWORN TO before me by _____

On _____, 2014.

Notary Public, State of _____

Typed or printed name of notary

My commission expires: _____

EXHIBIT A
LIST OF KEY CONTRACTING PERSONS
September 15, 2014

CURRENT

Position Held	Name of Individual Holding Office/Position	Name of Business Individual is Associated
County Judge	Samuel T. Biscoe	
County Judge (Spouse)	Donalyn Thompson-Biscoe	
Executive Assistant	Cheryl Brown	
Executive Assistant.....	Melissa Velasquez	
Executive Assistant.....	Josie Z. Zavala	
Executive Assistant.....	David Salazar	
Commissioner, Precinct 1	Ron Davis	
Commissioner, Precinct 1 (Spouse).....	Annie Davis	Seton Hospital
Executive Assistant.....	Deone Wilhite	
Executive Assistant.....	Felicitas Chavez	
Executive Assistant.....	Sue Spears	
Commissioner, Precinct 2	Bruce Todd	
Commissioner, Precinct 2 (Spouse).....	Elizabeth Christian	Consultant
Executive Assistant	Sara Krause*	
Executive Assistant	Joe Hon	
Executive Assistant	Peter Einhorn	
Commissioner, Precinct 3	Gerald Daugherty*	
Commissioner, Precinct 3 (Spouse).....	CharylN Daugherty	Consultant
Executive Assistant.....	Bob Moore*	
Executive Assistant.....	Martin Zamzow*	
Executive Assistant.....	Madison A. Gessner*	
Commissioner, Precinct 4	Margaret Gomez	
Executive Assistant.....	Edith Moreida	
Executive Assistant.....	Norma Guerra	
County Treasurer	Dolores Ortega-Carter	
County Auditor	Nicki Riley	
County Executive, Administrative.....	Vacant	
Interim County Executive, Planning & Budget	Leroy Nellis*	
County Executive, Emergency Services	Danny Hobby	
County Executive, Health/Human Services.....	Sherri E. Fleming	
County Executive, TNR	Steven M. Manilla, P.E.	
County Executive, Justice & Public Safety.....	Roger Jefferies	
Director, Facilities Management.....	Roger El Khoury, M.S., P.E.	
Chief Information Officer	Tanya Acevedo	
Director, Records Mgmt & Communications	Steven Broberg	
Travis County Attorney	David Escamilla	
First Assistant County Attorney	Steve Capelle	
Executive Assistant, County Attorney	James Collins	
Director, Land Use Division	Tom Nuckols	
Attorney, Land Use Division	Julie Joe	
Attorney, Land Use Division	Christopher Gilmore	
Director, Transactions Division	John Hille	
Attorney, Transactions Division	Daniel Bradford	
Attorney, Transactions Division	Elizabeth Winn	
Attorney, Transactions Division	Mary Etta Gerhardt	
Attorney, Transactions Division	Barbara Wilson	
Attorney, Transactions Division	Jennifer Kraber*	
Attorney, Transactions Division	Tenley Aldredge	
Director, Health Services Division	Beth Devery	
Attorney, Health Services Division	Prema Gregerson	
Purchasing Agent	Cyd Grimes, C.P.M., CPPO	

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Assistant Purchasing AgentElaine Casas, J.D.*
 Assistant Purchasing AgentMarvin Brice, CPPB
 Assistant Purchasing AgentBonnie Floyd, CPPO, CPPB
 Purchasing Agent Assistant IVCW Bruner, CTP, CPPB
 Purchasing Agent Assistant IVLee Perry
 Purchasing Agent Assistant IVJason Walker
 Purchasing Agent Assistant IVRichard Villareal
 Purchasing Agent Assistant IVPatrick Strittmatter, CPPB
 Purchasing Agent Assistant IVLori Clyde, CPPO, CPPB, CTPE
 Purchasing Agent Assistant IVScott Wilson, CPPB
 Purchasing Agent Assistant IVJorge Talavera, CPPO, CPPB
 Purchasing Agent Assistant IVLoren Breland, CPPB
 Purchasing Agent Assistant IVJohn E. Pena, CTPM, CPPB
 Purchasing Agent Assistant IVAngel Gomez
 Purchasing Agent Assistant IVJesse Herrera, CPPB, CTPM, CTCM, CTP
 Purchasing Agent Assistant IIIVacant
 Purchasing Agent Assistant IIIDavid Walch
 Purchasing Agent Assistant IIIMichael Long, CPPB
 Purchasing Agent Assistant IIISydney Ceder
 Purchasing Agent Assistant IIIRuena Victorino
 Purchasing Agent Assistant IIIRachel Fishback
 Purchasing Agent Assistant II.....L. Wade Laursen
 Purchasing Agent Assistant II.....Sam Francis
 HUB Coordinator.....Sylvia Lopez
 HUB SpecialistBetty Chapa
 HUB SpecialistJerome Guerrero
 Purchasing Business AnalystScott Worthington
 Purchasing Business AnalystRosalinda Garcia
 HRMD, DirectorDebbie Maynor
 HRMD, Benefits Manager.....John Rabb
 HRMD, Benefits Administrator.....Shannon Steele
 HRMD, HR Manager IIKim Austin-Smith
 HRMD, HR Specialist, Sr.Kristine Nilsen
 HRMD, Risk & Safety Specialist, Sr.....John Brady
 HRMD, Wellness Coordinator.....Josie Pena*



FORMER EMPLOYEES

Position Held	Name of Individual Holding Office/Position	Date of Expiration
Purchasing Agent Assistant III	Shannon Pleasant	08/22/15
Purchasing Business Analyst	Jennifer Francis	11/29/14
Executive Assistant	Barbara Smith	01/15/15
Attorney, Transactions Division	Jim Connolly	02/28/15
County Executive, Planning & Budget	Leslie Browder	03/31/15

* - Identifies employees who have been in that position less than a year.

Proposer acknowledges that Proposer is doing business or has done business during the 365 day period immediately prior to the date on which this RFP is due with the following Key Contracting Persons and warrants that these are the only such Key Contracting Persons:

If no one is listed above, Proposer warrants that Proposer is not doing business and has not done business during the 365 day period immediately prior to the date on which this RFP is due with any Key Contracting Person.

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CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS (ATTACHMENT 4)

Federal Executive Order 12549 requires Travis County to screen each covered potential contractor to determine whether each has a right to obtain a contract in accordance with federal regulations on debarment, suspension, ineligibility, and voluntary exclusion. Each covered contractor must also screen each of its covered subcontractors.

In this certification “contractor” refers to both contractor and subcontractor; “contract” refers to both contract and subcontract.

By signing and submitting this certification, the contractor/potential contractor accepts the following terms:

1. The certification herein below is a material representation of fact upon which reliance was placed when this contract was entered into. If it is later determined that the potential contractor knowingly rendered an erroneous certification, in addition to other remedies available to the federal government or Travis County may pursue available remedies, including suspension and/or debarment.
2. The potential contractor shall provide immediate written notice to the person to whom this certification is submitted if at any time the potential contractor learns that the certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The words “covered contract,” “debarred,” “suspended,” “ineligible,” “participant,” “person,” “principle,” “proposal,” and “voluntarily excluded,” as used in this certification have meanings based upon materials in the Definitions and Coverage sections of federal rules implementing Executive Order 12549.
4. The potential contractor agrees by submitting this certification that, should the proposed covered contract be entered into, it shall not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by a federal department or agency, and/or Travis County, as applicable.

Do you have or do you anticipate having subcontractors under this proposed contract?

YES NO

5. The potential contractor further agrees by submitting this certification that it will include this certification titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for Covered Contracts" without modification, in all covered subcontracts; and in solicitations for all covered subcontracts.
6. A contractor may rely upon a certification of a potential subcontractor that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless it knows that the certification is erroneous. A contractor must at a minimum, obtain certifications from its covered subcontractors upon each subcontract's initiation and upon each renewal.
7. Nothing contained in all the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this certification document. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for contracts authorized under paragraph 4 of these terms, if a contractor in a covered contract knowingly enters into a covered subcontract with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, any federal agency and/or Travis County may pursue available remedies, including suspension and/or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS

Indicate in the appropriate box which statement applies to the covered contractor/potential contractor:

The contractor/potential contractor certifies, by submission of this certification, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any federal department or agency, the State of Texas, or Travis County.

The contractor/potential contractor is unable to certify to one or more of the terms in this certification. In this instance, the contractor/potential contractor must attach an explanation for each of the above terms to which he is unable to make certification. Attach the explanation(s) to this certification.

Name of Contractor

Vendor I.D. or Social Security No.

Signature of Authorized Representative

Date

Printed/Typed Name & Title of Authorized Representative

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**MUTUAL BUSINESS ASSOCIATE AGREEMENT
BETWEEN TRAVIS COUNTY AND CONTRACTOR
ATTACHMENT 7**

This Business Associate Agreement ("BAA") is executed by the following parties:
Travis County, a political subdivision of Texas ("County") and

Deer Oaks EAP Services LLC., a limited liability corporation of Texas ("Contractor").

RECITALS

County and Contractor are entering into a contract that involves access to information governed by HIPAA and HITECH.

They are entering into this BAA:

(1) to provide Contractor with satisfactory assurances, in accordance with 45 C.F.R. § 164.314(a), that County will appropriately safeguard any electronic protected health information that County creates, receives, maintains or transmits on Contractor's behalf and

(2) to provide County with satisfactory assurances, in accordance with 45 C.F.R. § 164.314(a), that Contractor will appropriately safeguard any electronic protected health information that Contractor creates, receives, maintains or transmits on County's behalf. 45 CFR 164.308 (b).

AGREEMENT

NOW, THEREFORE, County and Contractor mutually agree to the following terms and conditions.

I. TERM.

1.1. This BAA commences on the date on which it is signed by the last party to sign it. This BAA continues in force until it is terminated by one of the parties.

II. COUNTY RESPONSIBILITIES AND AUTHORITY

2.1. Directly Regulated County acknowledges that it is directly regulated by HIPAA and HITECH and Part 164.

2.2. County Compliance with Part 164. County shall comply with the applicable requirements of Part 164. 45 CFR 164.314 (a)(2)(A). County shall use appropriate safeguards and comply, where applicable, with Part 164 to prevent use or disclosure of electronic protected health information other than as provided for in this BAA. 45 CFR 164.504 (e)(2)(ii)(B).

2.3. Subcontractor Compliance with Part 164. County shall ensure that any subcontractors that create, receive, maintain, or transmit electronic protected health information on behalf of County agree to comply with the applicable requirements of Part 164 by entering into a contract with the subcontractor that complies with 45 CFR 164.314 (a)(2)(B). If County knows of a pattern of activity or practice of a subcontractor that constitutes a material breach or violation of the subcontractor's obligation under that contract, County shall take reasonable steps to cure the breach or end the violation, as applicable, and, if such steps were unsuccessful, terminated the contract, if feasible. 45 CFR 164.502(e)(1)(iii).

2.4. Notice of Breach to Contractor County shall report to Contractor any security incident of which it becomes aware, including breaches of Contractor's unsecured protected health information as required by 45

CFR § 164.410. County shall report to Contractor any successful security incident in detail as promptly as possible and no later than 2 business days after County becomes aware of it. County may report to Contractor unsuccessful security incidents in the aggregate at least once each quarter. County determines if there has been a data breach for data that initiated with County and whether data that initiated with County has been compromised. 45 CFR 164.314 (a)(2)(C).

2.5. Policies and Training County shall implement, maintain and enforce procedures and policies consistent with the applicable requirements of HIPAA, HITECH and Part 164. County shall provide its employees working in areas treated as a covered entity with appropriate regular training in these policies and procedures and compliance with the applicable requirements of HIPAA, HITECH and Part 164. County shall ensure that these employees comply with these procedures and policies.

2.6. Notice of Breach. Following the discovery of a breach of unsecured protected health information, County shall notify Contractor of the breach without unreasonable delay and no later than 60 calendar days after discovery of a breach. This notice shall include, to the extent possible, the identity of each individual whose unsecured protected health information has been, or is reasonably believed by County to have been accessed, acquired, used, or disclosed during the breach and any other available information that Contractor is required to include in its notice to the individual under 45 CFR § 164.404(c). For purposes of this paragraph, a breach shall be treated as discovered by County as of the first day on which that breach is known to County or, by exercising reasonable diligence, would have been known to County. County shall be deemed to have knowledge of a breach if the breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the breach, who is an employee, officer, or other agent of County. 45 CFR 164.410.

2.7. Permitted Uses and Disclosures County may use protected health information provided to County by Contractor data for the following activities:

2.7.1. Treatment of patients,

2.7.2. Payment,

2.7.3. Healthcare operations including quality assessment and improvement activities, competence or qualifications of health care professionals, conducting or arranging for medical review business planning and development, business management and general administrative activities of County,

2.7.4. proper management and administration of County,

2.7.5. Making protected health information available for amendment and incorporating any amendments to protected health information in accordance with Part 164, and

2.7.6. Making the information required to provide an accounting of disclosures available in accordance with Part 164.

2.8. Required Uses and Disclosures County shall disclose protected health information and make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by County available to the Secretary of the Department of Health and Human Services for purposes of determining Contractor's or County's compliance with Part 164. County shall also disclose protected health information to Contractor when requested by an individual or the individual's designee, as necessary to satisfy Contractor's obligations to provide the individual with access to inspect and obtain a copy of his or her protected health information in a designated record set, subject to the exclusions in §

164.524(a)(1), in the electronic format requested if it is readily producible in such form and format; or, if not, in a readable electronic form and format as agreed to by the covered entity and the individual in compliance with Part 164.

2.9. Prohibited Uses and Disclosures County shall not use or further disclose genetic information for underwriting purposes or sell protected health information or use or disclose protected health information other than as permitted or required by the BAA or as required by law. For purposes of this paragraph, sale of protected health information means a disclosure of protected health information by County where County directly or indirectly receives remuneration from or on behalf of the recipient of the protected health information in exchange for the protected health information but does not include disclosure of protected health information as specifically limited in 45 CFR § 164.502(5).

2.10. Accounting of Disclosures Except as otherwise permitted or required by this BAA, County shall report to Contractor any use or disclosure of the information of which it becomes aware, including breaches of unsecured protected health information. 45 CFR § 164.410 and 45 CFR 164.504 (e)(2)(ii)(C).

2.11. Return or Destruction of Data At termination of the BAA, if feasible, County shall return or destroy all protected health information received from, or created or received by County on behalf of Contractor that County still maintains in any form and retain no copies of such information. If such return or destruction is not feasible, County shall extend the protections of the BAA to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

2.12. Compliance with Laws County shall comply with all applicable laws, rules and regulations in the performance of this BAA.

III. CONTRACTOR RESPONSIBILITIES AND AUTHORITY

3.1. Directly Regulated Contractor acknowledges that it is directly regulated by HIPAA and HITECH and Part 164.

3.2. Contractor Compliance with Part 164. Contractor shall comply with the applicable requirements of Part 164. 45 CFR 164.314 (a)(2)(A). Contractor shall use appropriate safeguards and comply, where applicable, with Part 164 to prevent use or disclosure of electronic protected health information other than as provided for in this BAA. 45 CFR 164.504 (e)(2)(ii)(B).

3.3. Subcontractor Compliance with Part 164. Contractor shall ensure that any subcontractors that create, receive, maintain, or transmit electronic protected health information on behalf of Contractor agree to comply with the applicable requirements of Part 164 by entering into a contract with the subcontractor that complies with 45 CFR 164.314 (a)(2)(B). If Contractor knows of a pattern of activity or practice of a subcontractor that constitutes a material breach or violation of the subcontractor's obligation under that contract, Contractor shall take reasonable steps to cure the breach or end the violation, as applicable, and, if such steps were unsuccessful, terminated the contract, if feasible. 45 CFR 164.502(e)(1)(iii).

3.4. Notice of Breach to County Contractor shall report to County any security incident of which it becomes aware, including breaches of County's unsecured protected health information as required by 45 CFR § 164.410. Contractor shall report to County any successful security incident in detail as promptly as possible and no later than 2 business days after Contractor becomes aware of it. Contractor may report to County unsuccessful security incidents in the aggregate at least once each quarter. Contractor determines if there has been a data breach for data that initiated with Contractor and whether data that initiated with Contractor has been compromised. 45 CFR 164.314 (a)(2)(C).

3.5. Policies and Training Contractor shall implement, maintain and enforce procedures and policies consistent with the applicable requirements of HIPAA, HITECH and Part 164. Contractor shall provide its directors, employees, and volunteers with appropriate regular training in these policies and procedures and compliance with the applicable requirements of HIPAA, HITECH and Part 164. Contractor shall ensure that its directors, employees, volunteers and subcontractors comply with these procedures and policies.

3.6. Notice of Breach. Following the discovery of a breach of unsecured protected health information, Contractor shall notify County of the breach without unreasonable delay and no later than 60 calendar days after discovery of a breach. This notice shall include, to the extent possible, the identity of each individual whose unsecured protected health information has been, or is reasonably believed by Contractor to have been accessed, acquired, used, or disclosed during the breach and any other available information that County is required to include in its notice to the individual under 45 CFR § 164.404(c). For purposes of this paragraph, a breach shall be treated as discovered by Contractor as of the first day on which that breach is known to Contractor or, by exercising reasonable diligence, would have been known to Contractor. Contractor shall be deemed to have knowledge of a breach if the breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the breach, who is an employee, officer, or other agent of Contractor. 45 CFR 164.410.

3.7. Permitted Uses and Disclosures Contractor may use protected health information provided to Contractor by County data for the following activities:

3.7.1. Treatment of patients,

3.7.2. Payment,

3.7.3. Healthcare operations including quality assessment and improvement activities, competence or qualifications of health care professionals, conducting or arranging for medical review business planning and development, business management and general administrative activities of Contractor,

3.7.4. Proper management and administration of Contractor,

3.7.5. Making protected health information available for amendment and incorporating any amendments to protected health information in accordance with Part 164, and

3.7.6. Making the information required to provide an accounting of disclosures available in accordance with § 164.528.

3.8. Required Uses and Disclosures Contractor shall disclose protected health information and make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by Contractor available to the Secretary of the Department of Health and Human Services for purposes of determining Contractor's or County's compliance with Part 164. Contractor also shall disclose protected health information to County when requested by an individual or the individual's designee, as necessary to satisfy County's obligations to provide the individual with access to inspect and obtain a copy of his or her protected health information in a designated record set, subject to the exclusions in § 164.524(a)(1), in the electronic format requested if it is readily producible in such form and format; or, if not, in a readable electronic form and format as agreed to by the covered entity and the individual in compliance with Part 164.

3.9. Prohibited Uses and Disclosures Contractor shall not use or further disclose genetic information for underwriting purposes or sell protected health information or use or disclose protected health information other than as permitted or required by the BAA or as required by law. For purposes of this paragraph, sale of

protected health information means a disclosure of protected health information by Contractor where Contractor directly or indirectly receives remuneration from or on behalf of the recipient of the protected health information in exchange for the protected health information but does not include disclosure of protected health information as specifically limited in 45 CFR § 164.502(5).

3.10. Accounting of Disclosures Except as otherwise permitted or required by this BAA, Contractor shall report to County any use or disclosure of the information of which it becomes aware, including breaches of unsecured protected health information. 45 CFR § 164.410 and 45 CFR 164.504 (e)(2)(ii)(C).

3.11. Return or Destruction of Data At termination of the BAA, if feasible, Contractor shall return or destroy all protected health information received from, or created or received by Contractor on behalf of County that Contractor still maintains in any form and retain no copies of such information. If such return or destruction is not feasible, Contractor shall extend the protections of the BAA to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

3.12 Compliance with Laws Contractor shall comply with all applicable laws, rules and regulations in the performance of this BAA.

IV. LIABILITY

4.1. County is not liable for and Contractor assumes full risk of any claims, damages or attorney's fees of every kind for injury to or death of any person and for damages to or loss of property arising in whole or in part, directly or indirectly, as a result of the operations, including acts and omissions, of the Contractor under this BAA.

4.2. Contractor is not liable for and County assumes full risk of any claims, damages or attorney's fees of every kind for injury or death of any person and for damages to or loss of property arising in whole or in part, directly or indirectly, as a result of the operations, including acts or omissions, of the County under this BAA.

4.3. By entering into this BAA, County does not waive, and shall not be deemed to waive, any right, defense, or immunity that County may have.

V. LIMIT ON AGENTS

5.1. No agent, official, employee, or representative of County has the authority to amend or assign this BAA or waive violations of it unless expressly granted this specific authority by the Commissioners Court.

VI. BREACH

6.1. The failure of either party to comply with the terms and conditions of this BAA is a breach of this BAA.

VII. MEDIATION

7.1. When mediation is acceptable to both parties in resolving a dispute arising under this BAA, the parties agree to use the Dispute Resolution Center of Austin, Texas as the provider of mediators for mediation as described in the TEX. CIV. PRAC. AND REM. CODE ANN., §154.023. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation must remain confidential as described in TEX. CIV. PRAC. AND REM. CODE ANN., §154.073, unless both parties agree, in writing, to waive the confidentiality.

VIII. TERMINATION

8.1 County for Cause Termination. County has the right to terminate this BAA and the BAA, in whole or in part, for one or more of the following reasons at any time in compliance with 7.2:

- 8.1.1 Contractor fails to cease violations of this BAA or HIPAA or HITECH or Part 164,
- 8.1.2 Contractor has violated its policies and procedures arising from compliance with HIPAA or HITECH or Part 164 or both one or more times,
- 8.1.3 Contractor has failed to comply with any term or condition of this BAA, or
- 8.1.4 Contractor is unable to conform to changes required by federal, state or local laws or regulations related to performance under this BAA.

8.2 Procedure. At least thirty (30) days before the effective date of termination, County must notify Contractor in compliance with Article XIII of the decision to terminate this BAA, the existence and nature of the breach, the effective date of termination and, in the case of a partial termination, the portion of the BAA to be terminated. Contractor may avoid termination of this BAA pursuant to 7.1.1, 7.1.2, and 7.1.3 if Contractor cures the breach to the satisfaction of County within thirty (30) days of receipt of notice of breach. The time to cure may be extended, at the sole discretion of County, as long as the Contractor diligently continues to work toward completion of the cure. If the breach is not cured to the satisfaction of County prior to the effective date of termination or any extension of the date allowed by County in writing, the Contractor is in default and the participation of the Contractor is automatically terminated on that date.

8.3 Contractor For Cause Termination. Contractor may terminate this BAA, in whole or in part, at any time for any of the following reasons in compliance with 7.4:

- 8.3.1 County fails to cease violations of this BAA or HIPAA or HITECH or Part 164,
- 8.3.2 County has violated its policies and procedures arising from compliance with HIPAA or HITECH or Part 164 or both one or more times,
- 8.3.3 County has failed to comply with any term or condition of this BAA, or
- 8.3.4 County is unable to conform to changes required by federal, state or local laws or regulations related to performance under this BAA.

8.4 Procedure. At least thirty (30) days before the date of termination, Contractor must notify County in compliance with Article XIII of the decision to terminate this BAA, the reasons for termination, the effective date of termination and in the case of a partial termination, the portion of the BAA to be terminated. County may avoid termination of this BAA pursuant to 7.3.1 or 7.3.2 or 7.3.3 if County corrects the causes of the reasons for termination stated in the notice to the satisfaction of the Contractor prior to the effective date of termination.

8.5 Mutual Termination. Either party has the right to terminate this BAA, in whole or in part, when both parties agree, in writing, that the continuation of the activities under this BAA would not produce beneficial results commensurate with the further expenditure of funds and what conditions of termination will apply, including the effective date of termination and, in case of partial termination, the portion of the BAA to be terminated.

IX. NON-WAIVER AND RESERVATION OF REMEDIES

9.1 Non-Waiver. Any act of forbearance by either party to enforce any provision of this BAA shall not be interpreted as a modification of this BAA or as a waiver of any breach or default of the other party which then

exists or may subsequently exist. The failure of either party to exercise any right or privilege granted in this BAA shall not be interpreted as a waiver of that right or privilege. In this BAA, County and Contractor do not waive any immunity or defense that would otherwise be available to them against claims arising in the exercise of their governmental powers and functions.

9.2. Reservation of Rights and Remedies. All rights of both parties under this BAA are specifically reserved. Any payment, act or omission by a party must not impair or prejudice any remedy or right of that party under this BAA. Any right or remedy stated in this BAA must not preclude the exercise of any other right or remedy under this BAA, the law or at equity, nor must any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.

X. ENTIRE AGREEMENT

10.1. Agreement All Inclusive. All oral and written agreements between the parties to this BAA relating to the subject matter of this BAA that were made prior to the execution of this BAA have been reduced to writing and are contained in this document.

XI. ASSIGNABILITY

11.1. Neither party may assign any of the rights or duties created by this BAA without the prior written approval of the other party. It is acknowledged by Contractor that no officer, agency, employee or representative of County has any authority to grant such assignment unless expressly granted that authority by the Commissioners Court.

XII. AMENDMENTS

12.1. Amendment of BAA. Any change to the provisions of this BAA must be made in writing and signed by both parties: County and Contractor. It is acknowledged by Contractor that no officer, agency, employee or representative of County has any authority to change the provisions of this BAA unless expressly granted that authority by Commissioners Court.

12.2. Contractor Request. Contractor must submit all requests for changes to this BAA to the County Purchasing Agent. The County Purchasing Agent must present the Contractor 's requests to Commissioners Court for consideration.

12.3. County Request. County must submit all requests for changes to this BAA to the person designated for notice by Contractor. That person must present County's requests to the Contractor for consideration.

XIII. NOTICES

13.1. Written Notice. All notices sent pursuant to this BAA shall be in writing and either hand delivered or sent by registered or certified mail, postage prepaid, return receipt requested.

13.2. County Address. Notice sent pursuant to this BAA may be delivered or mailed to County. If delivered, notice shall be delivered at the following address:

County Purchasing Agent
700 Lavaca, Suite 800
Austin, Texas 78701

13.3. If mailed, notice shall be mailed to the following address:

County Purchasing Agent
P.O. Box 1748
Austin, Texas 78767

13.4. Contractor Addresses. Paper Notices sent pursuant to this BAA shall be delivered or mailed to Contractor at the addresses shown in its contract with County for third party administration service for its health plan unless notice of change has been provided.

13.5. Time of Delivery. When notices sent are hand delivered, notice is effective upon delivery. When notices are mailed by registered or certified mail, notice shall be deemed effective three days after deposit in a U.S. mail box or at a U.S. post office.

13.6 Change of Address. Contractor may change its address for notice under this contract by providing a notice of the change to County in compliance with this Article XIII.

XIV. INTERPRETATION OF CONTRACT

14.1. Third Party Rights Not Created. This BAA is not intended and shall not be interpreted to create any rights or remedies in any person or legal entity that is not a party to it and neither County nor Contractor is waiving any defense or immunity to which it is entitled against any person or legal entity that is not a party to it.

14.2. Law. This BAA is governed by the laws of the United States of America and the laws of Texas. This BAA is performable in Travis County, Texas.

14.3. Severability. If any portion of this BAA is ruled invalid by a court of competent jurisdiction, the remainder of it must be construed as if that portion were not included in the BAA and the remainder remains valid and binding.

14.4. Definitions. In this BAA, all words and phrases used in this BAA and defined in 45 CFR Parts 160 through 164 inclusive have the same meaning in this BAA as they have in 45 CFR Parts 160 through 164 inclusive. In addition, in this BAA

14.4.1. Business Day. "Business Day" means Monday through Friday unless County has designated one of these days as a County holiday.

14.4.2. Commissioners Court. "Commissioners Court" means the Travis County Commissioners Court.

14.4.3. HIPAA "HIPAA" means the Health Insurance Portability and Accountability Act of 1996.

14.4.4. HITECH "HITECH" means the Health Information Technology for Economic and Clinical Health Act of 2009.

14.4.5. Part 164. "Part 164" means 45 Code of Federal Regulations, Part 164 which forms a portion of the regulations issued under HIPAA and HITECH.

14.4.6. County Purchasing Agent. "County Purchasing Agent " means the Travis County Purchasing or her designee.

14.5. Computation of Time. When any period of time is stated in this BAA, the time must be computed to exclude the first day and include the last day of the period. If the last day of any period falls on a Saturday, Sunday or a day that County has declared a holiday for its employees, these days must be omitted from the computation.

14.6. Number and Gender. Words of any gender in this BAA must be construed to include any other gender and words in either number must be construed to include the other unless the context in the BAA clearly requires otherwise.

14.7. Headings. The headings at the beginning of the various provisions of this BAA have been included only to make it easier to locate the subject matter covered by that section or subsection and are not to be used in construing this BAA.

XV. DUPLICATE ORIGINALS

15.1. This document is executed in duplicate originals.

TRAVIS COUNTY

By: _____
Samuel T. Biscoe, County Judge
Travis County, Texas

Date: _____

DEER OAKS EAP SERVICES, LLC.

By: _____

Name: _____

Title: _____

Date: _____

Draft