

**Escambia County
Clerk's Original**

9/21/2017 CAP II-4

**AGREEMENT FOR EMPLOYEE ASSISTANCE
PROGRAM SERVICES (PD 16-17.049)**

THIS AGREEMENT is made and entered into by and between Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County"), whose mailing address is 221 Palafox Place, Pensacola, Florida 32502, and Behavioral Health Systems, Inc. (hereinafter referred to as "Contractor"), a foreign for profit corporation authorized to conduct business in the State of Florida, FEI/EIN 631007625, whose principal address is 2 Metroplex Drive, Suite 500, Birmingham, AL 35209.

WITNESSETH:

WHEREAS, on June 26, 2017, the County issued a Request for Proposals (PD 16-17.049) seeking the services of an employee assistance program (EAP) administrator to provide covered services for eligible persons through licensed providers; and

WHEREAS, in response to the solicitation, Contractor submitted a proposal demonstrating that the Contractor was the most responsive and responsible offeror proposing to provide EAP services; and

WHEREAS, the County desires to enter into an agreement with the Contractor for the provision of such services as set forth herein.

NOW, THEREFORE, in consideration of the mutual terms and conditions contained herein and other good and valuable consideration, the Contractor and the County agree as follows:

1. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.

2. Definitions. For the purpose of this Agreement the following terms shall have the following meaning:

"Covered Services" shall mean mental health or substance abuse-related services rendered by a licensed provider to eligible persons when approved by the County, as further defined in **Exhibits A and B**, attached hereto and incorporated herein.

"Eligible Person" shall mean individuals who are employed by the appointing authorities and agencies of Escambia County and family members of said employees who are determined by the County to be eligible for coverage under the County's Employee Assistance Program.

"Employee Assistance Program" or "EAP" shall mean that benefit program for Covered Services provided by the County to Eligible Persons in accordance with the County's EAP policies.

2. Term. The term of this Agreement shall commence upon October 1, 2017, and continue for the duration of thirty-nine (39) months expiring on December 31, 2020. Upon mutual agreement of the parties, this agreement may be renewed for two additional twelve (12) month terms.

3. Scope of Services. Contractor agrees to provide EAP Covered Services to Eligible Persons in accordance with the scope of services outlined in Escambia County's *Request For Proposers, Employee Assistance Program Services (EAP), Specification No. P.D. 16-17.049*, attached hereto as **Exhibit A**, and as further provided in the Contractor's EAP Rate Schedule and Program Summary,

Date: 10-2-17
Verified By: 

attached hereto as **Exhibit B**. In the event of a conflict between the terms of the Exhibits referenced above and this Agreement, the terms of this Agreement shall prevail.

4. **Compensation.** In exchange for Contractor's provision of the scope of EAP Covered Services referenced in above, County shall pay Contractor a fee of \$1.15 per employee per month, in accordance with the Cost Proposal provided as part of the Contractor's Response, attached hereto as **Exhibit B**. Additional EAP services may be provided in accordance with the Fee-For-Service Rate Schedule, attached hereto as **Exhibit C**. Only those additional services specifically authorized by the County in writing shall be compensated.

5. **Method of Payment/Billing.** Contractor may request payment from County by the submission of a properly executed original invoice. Invoices shall reflect the amount due and owing for the value of services performed with appropriate supporting documentation. Invoices shall be submitted in duplicate to:

Clerk of the Circuit Court
Attention: Accounts Payable
221 Palafox Place, Suite 140
Pensacola, FL 32502

Payments under this agreement and interest on any late payments shall be governed by and construed in accordance with the Local Government Prompt Payment Act, §§218.70, et seq., Florida Statutes, as amended (the "Act").

6. **Termination.** This Agreement may be terminated for cause or convenience by the County upon providing thirty (30) days written notice to Contractor. This Agreement may be terminated for cause by the Contractor upon providing ninety (90) days written notice to the County; provided, however, that if such cause consists of the County's breach of its obligation to pay any invoice by its "payment due date" under the Act, Contractor may terminate this Agreement immediately if County fails to cure such breach within ten (10) business days following its receipt of written notice thereof. In the event of termination by either party as provided herein, the Contractor shall be paid for services performed through the date of termination. A party shall have "cause" to terminate this Agreement if the other party (a) breaches any of its material obligations hereunder and fails to cure such breach within ten (10) business days following its receipt of written notice thereof, or (b) voluntarily files a petition in bankruptcy, makes an assignment for the benefit of creditors or otherwise seeks relief from creditors under any federal or state bankruptcy, insolvency, reorganization or moratorium statute, or (c) is the subject of an involuntary petition in bankruptcy which is not set aside within sixty (60) days after its filing.

7. **Conflict of Interest.** Contractor agrees it shall not contract for or accept employment for the performance of any work or service with any individual, business corporation, or government unit that would create a conflict of interest in the performance of its obligations under this Agreement. Contractor further agrees it will neither take any action nor engage in any conduct that would cause any County employee or official to violate the provisions of Chapter 112, Florida Statutes, relating to ethics in government. Contractor also agrees to comply with the County's ordinance prohibiting conflicts of interest.

8. **Indemnification.** Contractor shall indemnify and hold harmless Escambia County, its elected and appointed officials, employees, volunteers, representatives and agents for any and all claims, suits, actions, damages, liability and expenses arising from or relating to any wrongful act or omission of the Contractor, its employees or agents, whether or not the same constitutes a breach of this Agreement or is committed in the course of performing the Contractor's duties hereunder, including

but not limited to those acts or omissions which are considered defamatory, libelous, discriminatory or otherwise unlawful under applicable laws and any act or omission relating to Contractor's failure to maintain insurance as required in Paragraph 9 or to properly report or pay any applicable federal, state or local fees or taxes.

9. Insurance. During the term of this Agreement, Contractor shall procure and maintain, at its sole expense, the following insurance:

- (a) Commercial General Liability, Form CG1, with \$1,000,000 per occurrence. Excess or umbrella insurance may be purchased to make up the difference, if any, between the policy limits of the underlying policies.
- (b) Automobile Liability with \$1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.
- (c) Professional Liability with \$1,000,000 per occurrence minimum limit.
- (d) Florida statutory workers' compensation and employers' liability with employer's liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease.

It is understood and agreed by the parties that in the event that the Contractor consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

Contractor agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be "A" or other Secure Best Rating with a minimum financial size of "VII", according to the A.M. Best Key Rating Guide Latest Edition. The insurance policies shall be endorsed to provide at least 30 days advance notice of cancellation, nonrenewal or adverse change. Such notices shall be mailed to Escambia County, Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32597.

The Board of County Commissioners and Escambia County shall be endorsed as "additional insureds" on all liability policies except Workers' Compensation. Certificates of Insurance shall be provided to Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32597 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County. The Board of County Commissioners and Escambia County shall also be the certificate holders.

10. Notice. Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice shall be made to each party as follows:

To: Behavioral Health Systems, Inc.
Attention: Deborah Stephens
2 Metroplex Drive, Suite 500
Birmingham, AL 35209

To: Escambia County
Attention: County Administrator
221 Palafox Place
Pensacola, Florida 32502

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

11. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.

12. Public Records. The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Contractor shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. Contractor shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Contractor agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Contractor and surety, if any, seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**Escambia County
Office of the County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502
(850) 595-4947**

13. Independent Contractor Status. In the performance of this Agreement hereunder, Contractor is an independent contractor. Contractor shall not hold itself out as an employee, agent or servant of the County; and Contractor shall not have the power or authority to bind the County in any promise, agreement or representation, other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of the County.

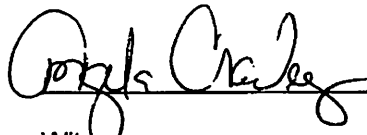
14. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

15. Compliance with Laws. Contractor agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement.

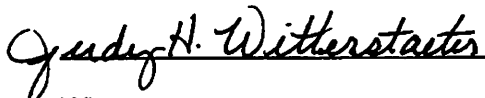
16. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

17. Annual Appropriation. Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and obligation to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature.

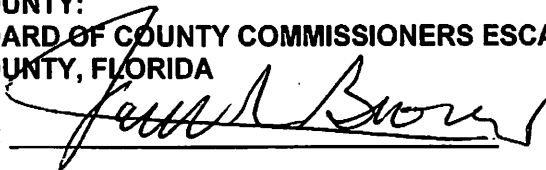


Witness



Witness

COUNTY:
BOARD OF COUNTY COMMISSIONERS ESCAMBIA
COUNTY, FLORIDA

By: 

Jack R. Brown, County Administrator

Date: 9/25/17

BCC Approved: 09-21-2017

CONTRACTOR:
BEHAVIORAL HEALTH SYSTEMS, INC.

By: 

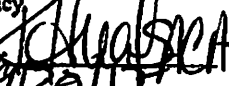
Deborah L. Stephens, President

Date: Sept. 19, 2017

ATTEST:
By: 

Corporate Secretary

Approved as to form and legal
sufficiency.

By/Title: 
Date: 9/25/17

ESCAMBIA COUNTY
FLORIDA

REQUEST FOR PROPOSERS

EMPLOYMENT ASSISTANCE PROGRAM (EAP) SERVICES

SPECIFICATION NUMBER PD 16-17.049

PROPOSALS WILL BE RECEIVED UNTIL: 3:30P.M., CDT, July 19, 2017
Office of Purchasing, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Matt Langley Bell III Building
Post Office Box 1591
Pensacola, FL 32591-1591

Board of County Commissioners

Douglas Underhill, Chairman
Jeff Bergosh, Vice Chairman
Steven Barry
Lumon J. May
Grover Robinson IV

From:
Paul R. Nobles
Purchasing Manager

Procurement Assistance:
Jeffrey Lovingood
Purchasing Specialist
Office of Purchasing
2nd Floor, Matt Langley Bell, III Building
213 Palafox Place
Pensacola, FL 32502
Tel: (850) 595-4953
Fax: (850) 595-4807
Email: jdlovingood@myescambia.com

SPECIAL ACCOMMODATIONS:

Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing, (850) 595-4980 at least five (5) working days prior to the solicitation opening. If you are hearing or speech impaired, please contact the Office of Purchasing at (850) 595-4684 (TTY).

NOTICE

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.



ESCAMBIA COUNTY, FLORIDA GENERAL TERMS and CONDITIONS

The following General Terms and Conditions are incorporated by reference and have the same legal effect as if printed in its entirety.

A full textual copy of these conditions may be obtained by visiting the Office of Purchasing Home Page (see Proposals Information), by telephoning the Office of Purchasing at (850) 595-4980 or by Fax at (850)595-4805.

NOTE: Any and all Special Terms and Conditions and specifications referenced within the solicitation which varies from these General Terms and Conditions shall have precedence. Submission of the Bidder/Proposal Solicitation, Offer and Award Form and Bid/Proposal Form(s) in accordance with these General Terms and Conditions and Special Terms and Conditions constitutes an offer from the offeror. If any or all parts of the offer are accepted by Escambia County Florida, an authorized representative of the county shall affix his signature hereto, and this shall then constitute a written agreement between parties. The conditions incorporated herein become a part of the written agreement between the parties.

Proposals Information See Home Page URL: <https://myescambia.com/our-services/purchasing>
Click on **ON-LINE SOLICITATIONS**

1. **Sealed Solicitations**
2. **Execution of Solicitation**
3. **No Offer**
4. **Solicitation Opening**
5. **Prices, Terms and Payment**
 - 5.01 **Taxes**
 - 5.02 **Discounts**
 - 5.03 **Mistakes**
 - 5.04 **Condition and Packaging**
 - 5.05 **Safety Standards**
 - 5.06 **Invoicing and Payment**
 - 5.07 **Annual Appropriations**
6. **Additional Terms and Conditions**
7. **Manufacturers' Name and Approved Equivalents**
8. **Interpretations/Disputes**
9. **Conflict of Interest**
 - 9.01 **County Procedure on Acceptance of Gifts**
 - 9.02 **Contractors Required to Disclose any Gift Giving**
 - 9.03 **Gratuities**
10. **Awards**
11. **Nonconformance to Contract Conditions**
12. **Inspection, Acceptance and Title**
13. **Governmental Restrictions**
14. **Legal Requirements**
15. **Patents and Royalties**
16. **Price Adjustments**
17. **Cancellation**
18. **Abnormal Quantities**
19. **Advertising**
20. **Assignment**
21. **Liability**
22. **Facilities**

ESCAMBIA COUNTY, FLORIDA GENERAL TERMS and CONDITIONS
The following General Terms and Conditions are incorporated by reference (continued).

23. **Distribution of Certification of Contract**
24. **The Successful Bidder(s) must Provide**
25. **Addition/deletion of Items**
26. **Ordering Instructions**
27. **Public Records**
28. **Delivery**
29. **Samples**
30. **Additional Quantities**
31. **Service and Warranty**
32. **Default**
33. **Equal Employment Opportunity**
34. **Florida Preference**
35. **Contractor Personnel**
36. **Award**
37. **Uniform Commercial Code**
38. **Contractual Agreement**
39. **Payment Terms/Discounts**
40. **Improper Invoice; Resolution of Disputes**
41. **Public Entity Crimes**
42. **Suspended and Debarred Vendors**
43. **Drug-Free Workplace Form**
44. **Information Sheet for Transactions and Conveyances**
45. **Copies**
46. **License and Certifications** - For access to Certification/Registration Form for doing Business in Florida, go to the Department of State, Division of Corporations,
URL: <http://dos.myflorida.com/sunbiz/search/>
47. **Execution of Contract**
48. **Purchase Order**
49. **No Contingent Fees**
50. **Solicitation Expenses**
51. **On-Line Auction Services**

SPECIAL TERMS AND CONDITIONS

The Board of County Commissioners, Escambia County, Florida, invites your company to submit a sealed offer on the item(s) as listed in this solicitation request.

All terms and conditions below are a part of this request, and no offer will be accepted unless all these conditions have been complied with. The County reserves the right to waive informalities in any offer; to reject any or all offers, in whole or in part, and/or to accept the offer(s) that in its judgment is from the lowest and most responsible and responsive offeror(s).

Instructions to Offerors

1. **General Information**

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed to 213 Palafox Place, Room 11.101, Pensacola, Florida 32502 or delivered to the Office of Purchasing, 2nd floor, Room 11.101, Matt Langley Bell, III Bldg., 213 Palafox Place, Pensacola, Florida 32502, in a sealed envelope clearly marked:

<p>Specification Number PD 16-17.049, "Employment Assistance Program (EAP) Services", Name of Submitting Firm, Time and Date due. Note: If you are using a courier service; Federal Express, Airborne, UPS, etc., you must mark air bill and envelope or box with Specification Number and Project Name.</p>

Regardless of the method of delivery, each offeror shall be responsible for his offer(s) being delivered on time as the County assumes no responsibility for same. Offers offered or received after the time set for solicitation closing will be rejected and returned unopened to the offeror(s).

The following policy will apply to all methods of source selection:

A. **Conduct of Participants**

After the issuance of any solicitation, all bidders/proposers/protestors or individuals acting on their behalf are hereby prohibited from lobbying as defined herein or otherwise attempting to persuade or influence any elected County officials, their agents or employees or any member of the relevant selection committee at any time during the blackout period as defined herein; provided, however, nothing herein shall prohibit bidders/proposers/protestors or individuals acting on their behalf from communicating with the purchasing staff concerning a pending solicitation unless otherwise provided for in the solicitation or unless otherwise directed by the purchasing manager.

B. **Definitions**

Blackout period means the period between the time the bids/proposals for invitations for Proposals or the request for proposal, or qualifications, or information, or requests for letters of interest, or the invitation to negotiate, as applicable, are received at the Escambia County Office of Purchasing and the time the Board awards the contract and any resulting Proposal protest is resolved or the solicitation is otherwise canceled.

Lobbying means the attempt to influence the thinking of elected County officials, their agents or employees or any member of the relevant Selection Committee for or against a specific cause related to a pending solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication.

C. Sanctions

The Board may impose any one or more of the following sanctions on a non-employee for violations of the policy set forth herein:

1. Rejection/disqualification of submittal
2. Termination of contracts; or
3. Suspension or debarment as provided in Sec. 46-102 of the Escambia County Code of Ordinances.

This policy is not intended to alter the procedure for Protested Solicitations and Awards as set forth in the Sec. 46-101 of the Escambia County Code of Ordinances.

2. Proposal Forms

This Solicitation contains a Solicitation, Offer, and Proposal Form which shall be submitted in a sealed envelope, with Original signatures in indelible ink, and signed in the proper spaces. Responses on vendor forms will not be accepted.

The following material should be included as part of each of the copies: **One (1) original** of the proposal shall be required having been signed by a company official with the power to bind the company in its proposal, and **three (3) electronic copies** containing the complete proposal shall be completely responsive to the RFP for consideration.

- A. Completed Proposal Forms, and specimen contracts or policies as described in this RFP.
- B. Acknowledgement of any addenda. It is the responsibility of the proposer submitting the RFP to obtain all addenda's and verify that all addenda have been received prior to RFP submission.
- C. Specimen copy or samples of the following:
 - 1) Benefit booklets
 - 2) Summary Plan Description
 - 3) Explanation of Benefits Statement
 - 4) Informational cards
 - 5) Billing and Report Samples
- D. Descriptive literature on the employee assistance and provider network(s).
- E. Completion of financial ratings or provide financial report(s) as outlined within this RFP.
- F. Information an experience and references as requested on Proposal Forms.

3. **Payment**

Partial payments in the full amount for the value of items received and accepted may be requested by the submission of a properly executed original invoice, with supporting documents if required. Payment for accepted equipment/supplies/services will be accomplished by submission of an original invoice, in duplicate, to:

Clerk of the Circuit Court
Attention: Accounts Payable
221 Palafox Place
Pensacola, FL 32502

4. **Emergency Services**

The contractor resulting from this solicitation is for services that are required during **EMERGENCY** situations such as hurricanes, major fires, etc. Time is of the essence during these situations and the vendor awarded this contract should be able to be contacted at any time, day or night.

The Proposal Form provides for the emergency information to be supplied. Please be sure to include all this information when returning your proposal.

NOTICE

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.

5. **Contract Term/Renewal/Termination**

- A. An initial Third Party Administrator (TPA) Services contract from October 1, 2017 through and including December 31, 2020, a period of thirty-nine (39) months, is required with Escambia County, having the option of renewing the program for two (2) additional plan years thereafter.

Renewal guarantees are encouraged and will be considered favorably.

Proposals are requested to provide pre-determined fees for run-out claims administration charges in the event of cancellation/non-renewal of the plan.

Renewal of the contract shall be subject to appropriation of funds by the Board of County Commissioners.

- B. The purchase order or contract will be subject to immediate termination if either product or service does not comply with specifications as stated herein or fails to meet the county's performance standards. In the event that any of the provisions of the contract are violated by awarded vendor, Escambia County may serve written notice upon the awarded vendor of its intention to terminate the contract. Such notice is to state the reason(s) for such intention to terminate contract. The liability of the vendor for any and all such violation(s) shall not be affected by any such termination and his surety, if any, shall be forfeited.

6. **RATE GUARANTEE PERIOD**

Regardless of actual enrollment, the initial rates shall be guaranteed for thirty-nine (39) months. Changes after the initial thirty-nine (39) month period shall be subject to the Rerating Endorsement.

7. **REMUNERATION OF AGENT/BROKER**

Any remuneration or other similar compensation included must be shown separately. Remuneration arrangements, if any, will be between the County, the successful proposer and any agent, broker or other intermediary representing the successful proposer.

8. **AUDIT REQUIREMENT**

At the sole option of the County, the successful Proposer shall submit to an audit by, or on behalf of, the County of the successful Proposer's files and procedures as they relate to the County.

9. **ELIGIBILITY AND ENROLLMENT**

Coverage must match the County's current eligibility requirements, which is described in the Scope of Coverage section. This includes employees and eligible dependents from the Board of County Commissioners, Clerk of Court, Property Appraiser, Supervisor of Elections, Tax Collector, Santa Rosa Island Authority, and Escambia County Housing Authority.

10. **CONTINUITY OF COVERAGE (NO LOSS/NO GAIN PROVISION)**

All proposals must provide continuous coverage for all current plan participants and guaranteed insurability to all eligible employees, thereby assuring no lapse or loss of coverage.

11. **SCOPE OF COVERAGE**

The County currently provides an Employee Assistance Program for all employees who are in a full-time regular position and works at minimum of 30 schedule hours per week. Coverage starts the first of the month following 30 days of employment. The Employee Assistance Program provides three (3) visits for each employee and three (3) visits for each eligible dependents, orientation and training for all employees and management and provides management a referral capability. Provider must follow Affordable Care Act and The Health Insurance Portability and Accountability Act of 1996 in regards to practice of the employee and their dependents.

Proposals should provide quotes based on plans that most closely match the County's current plan.

The proposer must fully explain all funding details, attach copies of all contracts that must be entered into, and provide other information needed for evaluation.

12. **SCOPE OF SERVICES**

The County is seeking the professional services of a qualified provider to provide professional counseling and training of employees and management team on various areas related to an employee assistance program. The County is particularly interested in the extent and the quality of the providers for employees and their dependents in the Escambia County area.

13. CONTRACT

The selected contractor shall be required to assume responsibility for all services offered in their proposal. The selected contractor shall be the sole point of contact with regard to contractual matters including payments of any and all changes resulting from the contract.

14. CHANGES – SERVICE CONTRACTS

The County may at any time by issuance of an executed change order make changes within the general scope of the contract in any of the following areas:

- A. Description of services to be performed.
- B. Time of performance (i.e., hours of the day, days of the week, etc.).
- C. Place of performance of the services.

If additional work or other changes are required in the areas described above, an offer will be requested from the contractor. Upon negotiation of the offer, execution, and receipt of the change order, the contractor shall commence performance of the work as specified.

The contractor shall not commence the performance of additional work or other changes not covered by this contract without an executed change order issued by the office of purchasing. If the contractor performs additional work beyond the specific requirements of this contract without an executed change order, it shall be at his own risk. The County assumes no responsibility for any additional costs for work not specifically authorized by an executed change order.

15. LICENSES, CERTIFICATIONS, REGULATIONS

The offeror shall at any time of proposal submission meet the license, certification, registration, and any other requirements of the State, County, City and/or any other agency of authority with jurisdiction in such matters as necessary to perform the contractual services requested in this solicitation.

Copies of such licenses, certifications, registrations and any other requirements should be provided with the proposal submission; and, the offeror shall provide follow-up evidence that as the contractor they maintain such credentials throughout the period of agreement.

16. TERM OF OFFER

An offer shall constitute an irrevocable offer for a period of ninety (90) days from the solicitation opening date or until the date of award, whichever is earlier. In the event that an award is not made by the county within ninety (90) days from the solicitation opening date, the offeror may withdraw his offer or provide a written extension of his offer.

17. TERMINATION (SERVICES)

The Contract Administrator shall notify the Office of Purchasing of unsatisfactory performance and/or deficiencies in service that remain unresolved or recurring. The Office of Purchasing shall notify the contractor, in writing, of such unresolved or recurring deficiencies within five (5) working days of notification by the Contract Administrator.

Upon the third such written notification of unsatisfactory performance and/or deficiencies to the contractor by the Office of Purchasing within a four (4) month period; or the sixth such notification within any contract term, shall result in issuance of written notice of immediate contract termination to the contractor by the Office of Purchasing. Such termination may also

result in suspension or debarment of the contractor.

18. TERMINATION (PUBLIC RECORDS REQUEST)

If the contractor refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the contractor in conjunction with this agreement then the county may, without prejudice to any right or remedy and after giving the contractor and his surety, if any, seven (7) days written notice, during which period contractor still fails to allow access, terminate the employment of the contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the contractor, and may finish the project by whatever method it may deem expedient. In such case, the contractor shall not be entitled to receive any further payment until the project is finished. Reasonable terminal expenses incurred by the county may be deducted from any payments left owing the contractor (excluding monies owed the contractor for subcontract work.)

19. Insurance Requirements

A. Standard Insurance Requirements and Certificates

This offer contains an extensive insurance requirement. Offerors are encouraged to review these requirements with their insurance agents before submitting offers.

It is not necessary to have this level of insurance in effect at the time of submitting the offer.

A letter from the Offeror's insurance carrier will be required as evidence that the offeror will be able to obtain the levels of insurance as required by the contract and indicated on the Sample Certificate of Insurance should your firm be awarded the contract.

B. County Insurance Required

The contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Such policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the contract documents, whether such services, work and operations be by the contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The contractor shall require, and shall be responsible for assuring throughout the time the agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the contractor.

The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the contractor's interests or liabilities, but are merely minimums.

Except for workers compensation and professional liability, the contractor's insurance policies shall be endorsed to name Escambia County as an additional insured to the extent of

its interests arising from this agreement, contract or lease.

The contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

The contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the contractor or any other insurance of the contractor shall be considered primary, and insurance of the county, if any, shall be considered excess, as may be applicable to claims obligations which arise out of this agreement, contract or lease.

C. Workers Compensation Coverage

The contractor shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and with employers liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with the provisions of Florida Workers Compensation law.

Contractor shall also purchase any other coverages required by law for the benefit of employees.

D. Professional Liability/Malpractice/Errors and Omissions Insurance

The contractor shall purchase and maintain professional liability or malpractice or errors and omissions insurance with minimum limits of \$1,000,000 per occurrence. If a claims made form of coverage is provided, the retroactive date of coverage shall be not later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts. Coverage shall be extended beyond the policy year either by a supplemental extended reporting period of as great duration as available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made coverage.

E. Evidence/Certificates of Insurance

Required insurance shall be documented in certificates of insurance. If and when required by the County, certificates of insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the certificate of insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverage(s) indicated on each certificate of insurance.

New certificates of insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease.

Certificates should contain the following additional information:

1. Indicate that Escambia County is an additional insured on the general liability policy if Professional liability is purchased as an endorsement to a General liability Policy.
2. Include a reference to the project and the Office of Purchasing number.
3. Disclose any self-insured retentions in excess of \$1,000.

4. Designate Escambia County as the certificate holder as follows:

Escambia County
Attention: Jeffrey Lovingood
Office of Purchasing, Room 11.101
P.O. Box 1591
Pensacola, FL 32591-1591
Fax (850) 595-4807

5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the county, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the contractor's obligation to fulfill the insurance requirements herein.

If requested by the County, the contractor shall furnish complete copies of the contractor's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For commercial general liability coverage the contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

20. INDEMNIFICATION

Contractor agrees to save harmless, indemnify, and defend County and Architect/Engineer and their agents, officers and employees from any and all claims, losses, penalties, interest, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly on account of or in connection with the Work done by Contractor under this Agreement or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by any one for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. County and Contractor agree the first \$100.00 of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims made. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

REQUEST FOR PROPOSAL UNIFORM CONTRACT FORMAT

Part I	Summary
Part II	General Information
2-1	Purpose
2-2	Objective
2-3	Description
2-4	Daily Operations
2-5	Contract Consideration
2-6	Rejection
2-7	Inquiries
2-8	Census Data
2-9	Addenda Acknowledgement
2-10	Schedule
2-11	Proposal Content and Signature
2-12	Negotiations
2-13	Recommended Proposal Preparation Guidelines
2-14	Prime Contract Responsibilities
2-15	Performance Guarantees
2-16	Disclosures
2-17	Delays
2-18	Work Plan Control
2-19	Method of Payment
Part III	Information Required from Contractors
3-1	Introduction
3-2	Understanding the Project
3-3	Methodology Used for the Project
3-4	Management Plan for the Project
3-5	Experience and Qualifications
3-6	Cost Proposal
Part IV	Exhibit A – Scope of Work
Part V	Exhibit B – Proposal Questions and Documents
Part VI	Exhibit C – Criteria for Selection

PART I – SUMMARY

The Escambia County Board of County Commissioners is requesting proposals from qualified firms to provide professional Employee Assistance Program (EAP) services to our employees. The program includes professional counseling and training of employees and our management team on various topics of this request.

PART II - GENERAL INFORMATION

2-1 PURPOSE

The Board of County Commissioners of Escambia County is seeking the Professional Services of a qualified contractor to provide professional counseling and training of employees and management team on various areas related to employee assistance program.

2-2 OBJECTIVE

The primary objective of this Request for Proposal (RFP) is the selection of the most qualified and experienced contractor to provide Employee Assistance Program counseling services that is most advantageous to the County and its employees to include the following:

- A. Provide employees with an understanding of the effect which personal problems may have on job performance, and
- B. Provide troubled employees with a source of assistance in dealing with personal problems which affect job performance, and
- C. Provide supervisors with guidelines for recognizing and dealing with employees whose personal problems affect their job performance.

2-3 DESCRIPTION

A. Initial Evaluation

- 1. The initial evaluation shall be made available to employees within 48 hours of the request.
- 2. Employees in extreme crisis (harmful to self or others) will be seen by counselor, psychiatrist, or psychologist on an emergency basis within 24 hours of the request.
- 3. Employees shall have access to a local or toll-free telephone number, 24-hours seven days a week staffed with counselors to assist them.

B. Assessment

- 1. The Counselor will gather client demographic data, as well as obtain psychological, social and work history, as appropriate.
- 2. The Counselor will make a decision regarding the need for further treatment of the employee using the following guidelines in making this decision:

- a) If the problem focuses on a single issue, or if the employee is reasonable in control of his/her situation the Counselor may determine that short-term counseling is required.
- b) If the problem requires a specific type of professional assistance, or agency, the Counselor will then refer the employee to an appropriate referral service. The Counselor shall give the employee or family member an estimated cost of the referral service.
- c) When making a referral to an outside source, factors such as the skills and qualifications of the referral source, type and complexity of the employee's problems, the employee's insurance coverage and/or ability to pay and the geographic location of the referral source should be part of the assessment.

2-4 DAILY OPERATIONS

The day-to-day operations of the EAP program will be managed by Paulette Stallworth, Escambia County Human Resources Supervisor. The contracting agency shall be the Escambia County Board of Commissioners, c/o the Office of Purchasing, P.O. Box 1591, Pensacola, Florida, 32591-1591.

2-5 CONTRACT CONSIDERATION

It is expected that the contract shall be based on this proposal after negotiations.

2-6 REJECTION

The right is reserved by the Board of County Commissioners to accept or reject any or all proposals or to waive any informality, existing in any proposal, or to accept the proposal which best serves the interest and intent of this project and is from the most responsive and responsible proposer.

2-7 INQUIRIES

Questions regarding this Request for Proposal shall be directed to Jeffrey Lovingood, Purchasing Specialist, Office of Purchasing, email: jdlovingood@myescambia.com. All questions shall be submitted in writing. Written questions shall be submitted no later than 5:00p.m., CDT, July 10, 2017.

2-8 CENSUS DATA

Census can be provided to prospective Proposers upon request via email to Jeffrey Lovingood, Purchasing Specialist, Escambia County Office of Purchasing, jdlovingood@myescambia.com. Census data will be provided in Excel data format via email.

2-9 ADDENDA

Any changes made in the Request for Proposal shall be brought to the attention of all of those who have provided the proper notices of interest in performing the services.

2-10 SCHEDULE

The following schedule shall be adhered to in so far as practical in all actions related to this procurement:

- A. Mailing date of proposals: June 26, 2017.
- C. Receipt of Proposals: 3:30 p.m., CDT, July 19, 2017
- D. Discussion Meeting: 2:00 p.m., CDT, August 02, 2017
- E. Board of County Commissioners Meeting: September 07, 2017

2-11 PROPOSAL CONTENT AND SIGNATURE

One (1) original paper version of the proposal with original signature in indelible ink shall be required, having been signed by a company official, in indelible ink, with the power to bind the company in its proposal, and three (3) electronic copies containing the complete proposal shall be completely responsive to the RFP for consideration.

2-12 NEGOTIATIONS

The contents of the proposal from the successful firm shall become a basis for contractual negotiations.

2-13 RECOMMENDED PROPOSAL PREPARATION GUIDELINES

All contractors shall provide a straight forward and concise description of their ability to meet the RFP requirements. There shall be avoidance of fancy bindings and promotional material within. The proposal shall clearly show the technical approach to include work tasks, estimated time phasing, and the proposed approach rationale. The County discourages overly lengthy or costly proposals.

2-14 PRIME CONTRACT RESPONSIBILITIES

The selected contractor shall be required to assume responsibility for all services offered in the proposal. The selected contractor shall be the sole point of contact with regard to contractual matters, including payments of any and all changes resulting from the contract.

2-15 PERFORMANCE GUARANTEES

Proposers should confirm that they are willing to offer performance guarantees and that they are willing to permit the County access to claims offices, personnel and files to conduct audits necessary to verification of performance standards. Performance may be evaluated on a variety of issues, such as:

1. Timely delivery of finalized contracts for the selected program.
2. Timely delivery of informational cards; at, and subsequent to initial enrollment.
3. Timely delivery of plan documents, summary benefit comparison and summary plan description.
4. Provide positive drug test appointments for employees within five (5) business days of initial request.

5. Provide management referred appointments within 48 hours of initial request.
6. Provide annual training for the County's management team (approximately 120 employees).
 - a) Sessions shall be conducted at County facilities with various dates, times and locations.
 - b) Sessions shall be conducted within the first six months of the award of the contract; and annually thereafter.
 - c) This training shall cover topics such as performance-based identification of troubled employees, the management referral process, return-to-work conferences and consultation with the Provider.
 - d) All training materials shall be included in this request.
7. Provide policies that clearly define how employee personal information will be used, stored and protected.
8. Have all appropriate licenses and certifications required in the State of Florida to perform the services. Have sufficient, competent and skilled staff, with experience in performing the services described in the RFP.
9. Provide consultation services to the County's management team regarding the impact that employee personal issues have with job performance.
10. Provide consultation services to the County's management team regarding the impact that employee personal issues have with job performance.
11. Provide DOT-required substance abuse evaluations and return-to-work status reports for employees who have tested positive for use of alcohol and/or drugs in violation of federal, state and/or local laws, regulations and/or policies.
12. Schedule and provide reports to Human Resources on an annual basis reflecting number of employees using the services, number of dependents using the services, type of visits being referred for, self-referrals, management referrals, number of open cases and the number of closed cases.
13. Accuracy of claims coding and payments.
14. Telephone response time and appointment abandonments.
15. Quality of service to plan participants, as measured by periodic surveys.
16. Access to standards of care.
17. Collection of other threats to participants by providers not paid by the insurer.

State the extent to which these measurements will be applied specifically to account (account specific) versus your "book of business".

Suggestions on criteria for measuring performance and indications of how the organization is set-up to facilitate auditing of performance should be submitted. If the proposer has a performance guarantee agreement, provide a sample for review.

Please confirm your firm's willingness to enter into such an agreement and to negotiate appropriate terms and recommend appropriate incentives or disincentives (meaningful penalties) to make the performance guarantee practical.

2-16 DISCLOSURE

All information submitted in response to this RFP shall become a matter of public record, subject to Florida Statutes regarding public disclosure.

2-17 DELAYS

The Human Resources Supervisor reserves the right to delay scheduled due dates if it is to the advantage of the project.

2-18 WORK PLAN CONTROL

Control of the work plan to be developed under the RFP shall remain totally with the Escambia County Board of Commissioners.

2-19 METHOD OF PAYMENT

Payment schedule and basis of payment shall be negotiated.

PART III – INFORMATION REQUIRED FROM CONTRACTORS

ALL PROPOSALS SHALL INCLUDE THE FOLLOWING INFORMATION:

3-1 INTRODUCTION

Proposals shall include the complete name and address of their firm, and the name, mailing address, and telephone number of the person the County should contact regarding the proposal.

Proposals shall confirm that the firm will comply with all of the provisions in this RFP; and, if applicable, provide notice that the firm qualifies as a County proposer. Proposals shall be signed by a company officer empowered to bind the company. A proposer's failure to include these items in their proposals may cause their proposal to be determined to be non-responsive and the proposal may be rejected.

3-2 UNDERSTANDING OF THE PROJECT

Proposers shall provide a comprehensive narrative statement that illustrates their understanding of the requirements of the project and the project schedule.

3-3 METHODOLOGY USED FOR THE PROJECT

Proposers shall provide a comprehensive narrative statement that sets out the methodology they intend to employ and that illustrates how their methodology will serve to accomplish the work and meet the County's project schedule.

3-4 MANAGEMENT PLAN FOR THE PROJECT

Proposers shall provide a comprehensive narrative statement that sets out the management plan they intend to follow and illustrates how their plan will serve to accomplish the work and meet the County's project schedule.

3-5 EXPERIENCE AND QUALIFICATIONS

Provide an organizational chart specific to the personnel assigned to accomplish the work called for in this RFP; illustrate the lines of authority; designate the individual(s) responsible and accountable for the completion of each component and deliverable of the RFP.

Provide a narrative description of the organization of the project team.

Provide a personnel roster that identifies each person who will actually work on the contract and provide the following information about each person listed;

- A. Title,
- B. Résumé,
- C. Location(s) where work will be performed,
- D. Itemize the total cost and the number of estimated hours for each individual named above.

Provide reference names and phone numbers for similar projects your firm has completed

3-6 COST PROPOSALS

Proposer's cost proposals shall include an itemized list of all direct and indirect costs associated with the performance of this contract, including, but not limited to, total number of hours at various hourly rates, direct expenses, payroll, supplies, overhead assigned to each person working on the project, percentage of each person's time devoted to the project, and profit.

PART IV – EXHIBIT A –

Scope of Work for the Employee Assistance Program

The Escambia County Board of County Commissioners is requesting proposals from qualified firms to provide professional Employee Assistance Program (EAP) services to our employees. The program includes professional counseling and training of employees and our management team on various topics of this request.

1. OBJECTIVE

- A. Provide employees with an understanding of the effect which personal problems may have on job performance, and
- B. Provide troubled employees with a source of assistance in dealing with personal problems which affect job performance, and
- C. Provide supervisors with guidelines for recognizing and dealing with employees whose personal problems affect their job performance.

2. DESCRIPTION

A. Eligibility

- (1) Individuals who are employed by the Appointing Authorities and Agencies of Escambia County are eligible for services of the Employee Assistance Program.
- (2) Family members of the above employees are eligible for services of the Employee Assistance Program.
- (3) Employees and family members are eligible for up to three (3) sessions within a calendar year with a Counselor. There are currently over 1,800 employees and over 4,000 total member-lives.
- (4) These sessions are at no cost to the employee or family member.

B. Initial Evaluation

- (1) The initial evaluation shall be made available to employees within 48 hours of the request.
- (2) Employees in extreme crisis (harmful to self or others) will be seen by a counselor, psychiatrist, or psychologist on an emergency basis within 24 hours of the request.
- (3) Employees shall have access to a local telephone number that shall be answered during the Vendor's regular office hours.
- (4) Employees shall have access to a toll-free, 24-hour, seven-days-a-week Help Line staffed with counselors to assist them.

C. Assessment

- (1) The Counselor will gather client demographic data, as well as obtain psychological, social, and work history, as appropriate.**
- (2) The Counselor will make a decision regarding the need for further treatment of the employee using the following guidelines in making this decision:**
 - a. If the problem focuses on a single issue, or if the employee is reasonably in control of his/her situation, the Counselor may determine that short-term counseling is required.**
 - b. If the problem requires a specific type of professional assistance, or agency, the Counselor will then refer the employee to an appropriate referral service. The Counselor shall give the employee or family member an estimated cost of the referral service.**
 - c. When making a referral to an outside source, factors such as the skills and qualifications of the referral source, type and complexity of the employee's problems, the employee's insurance coverage and/or ability to pay and the geographic location of the referral source should be part of the assessment.**

D. Location

- (1) A facility that is conveniently located in Escambia County.**
- (2) A facility that provides for the confidentiality of appointments based on the Health Insurance Portability and Accountability Act (HIPAA) of 1996.**

E. Referrals

(1) Self-referral:

The employee or a covered dependent can request the services of the EAP for personal problems related to financial or legal difficulties, family strife, and the ability to deal with stress, or other such factors may cause them to have psychological, emotional, medical, or substance (drug and alcohol) abuse problems.

(2) Management referrals:

When an employee's problems interfere with his/her job performance, the supervisor may refer the employee to the EAP to address the problem. Performance issues include, but are not limited to, absenteeism, tardiness, on-the-job accidents, disruptive behavior, and/or a significant documented reduction in quality or quantity of work.

- (3) Employees shall be referred to the EAP as a condition of employment in accordance with the County's Substance Abuse Policy.**

- (4) A written return-to-work notification is required within 24 hours of their release from the program for employees who test positive for drug and/or alcohol in accordance with the County's Substance Abuse Policy and those referred by management.
- (5) If necessary, the supervisor or Human Resources will make an appointment with the Counselor for the employee.
- (6) No details regarding the personal problem will be disclosed to the supervisor.
- (7) The Counselor shall notify the employer within 24 hours if the employee fails to report for an appointment resulting from testing positive to drugs and/or alcohol or a management referral.

F. Follow-up

- (1) Employees who have used the services of the EAP will be contacted after one month following their last EAP visit to ensure that they have followed through with the recommendations. This contact will be made by a telephone or a personal visit with the Counselor.
- (2) Employees who have used the services of the EAP will again be contacted after six (6) months following their last EAP visit to insure that they have followed through with the recommendations. This contact will be made by a telephone call or by letter, as appropriate.

G. EAP Information and Training

- (1) Information about the Employee Assistance Program shall be made available within 30 days of the award of the contract to acquaint employees of the available services as part of the provided services.
- (2) Informational materials (e.g., website, brochures, newsletters, posters, wallet-sized cards, etc.) regarding the available services will be made available to all employees as part of the provided services.
- (3) Annual training will be conducted for managers and supervisors. This training will address the supervisor's role in the EAP, how the EAP services work, how to identify troubled employees, and how to make referrals to the program. This training part of the provided services.
- (4) In the event of a catastrophic event or employee death, on-site assistance/training/counseling may be required within twenty-four (24) hours' notice.

H. Client Records and Confidentiality

The Provider of this specification agrees that its employees, agents, and independent contractors are legally bound to the confidentiality requirements of federal, state and local regulations, laws, rules, etc.

I. Reporting Requirements

- (1) Non-identifiable statistical information will be provided to the County on a quarterly basis. This information shall include, but not be limited to: the total number of persons evaluated (employees, spouses and dependents), the number of self-referrals, the number of administrative referrals, disposition of referrals, the number of active cases, and the number of closed cases.
- (2) The County may request an annual meeting to discuss and evaluate the program.

J. Administrative Services

Except for the collection of premiums and as except otherwise noted in this RFP, the successful Proposer shall be totally responsible for the administration of the plan. These activities should include, but are not limited to, the following:

- (1) Subject to the exercise of professional judgment, the winning Proposer shall accept and settle or deny all reported claims.
- (2) Design, print, and furnish descriptive literature and enrollment material in a sufficient quantity, an amount equal to, at minimum, 125% of the current number of employees enrolled. Additionally, certificates/booklets are to be provided as needed. These certificates must have a readability level acceptable to the County.
- (3) A Summary Plan Description (SPD) will be reviewed and approved by the County within ninety (90) days of the effective date of the contract.
- (4) Establish billing procedures that are compatible with the needs and organizational structure of the County.
- (5) Assign a staff person as the County's account representative.
- (6) Meet and attend meetings as requested by the County, to discuss the status of the plan, performance, audit, reports, and planning.
- (7) Verify claimant's eligibility for benefits based on eligibility requirements furnished by the County.
- (8) Maintain covered dependent information by dependent's name, date of birth, gender, social security number (if required), and relationship to insured.
- (9) Verify dependent status at least once per benefit year for dependents.
- (10) Screen for and refer back to Human Resources any workers' compensation claims.
- (11) Maintain the confidentiality requirements of federal and state laws by having adequate systems security features.
- (12) Coordinate with the County's choice of COBRA and/or HIPAA administrators, or at the County's option, provide COBRA and HIPAA administration. In either event, the successful proposer will pay COBRA beneficiary claims.

- (13) Establish and maintain a toll-free telephone number for customer service issues. Provide a 24-hour seven (7) days a week telephone number staffed with counselors to assist employees.
- (14) Be able to accept an interface from the County's HR system for billing and eligibility purposes. In addition, administer the plan on a detail billing remittance basis by division, separated by active employee and COBRA beneficiary.
- (15) Confirm accounting procedures and practices to generally accepted accounting principles.
- (16) Compare, maintain, and file with any applicable federal, state or local governmental agencies, any forms or reports as may be required from time to time by law; e.g., Form 5500, COBRA, etc.
- (17) Provide assistance with regard to: (1) problems arising in connection with insurance laws, (2) tax aspects of the Plan, (3) litigation arising out of the administration of the Plan, and (4) any other legal matters that may arise in the course of the operation of the Plan.
- (18) Supply all postage required to service the County's account.
- (19) Provide the County with evidence that a fidelity bond in the amount of not less than \$1,000,000 is maintained covering those employees or representatives of the successful Proposer who handle or have possession of monies of the Plan.
- (20) Provide the County evidence that an errors and omissions liability policy in the amount of not less than \$2,000,000 is maintained covering those employees or representatives of the successful Proposer who provide services to the County.

3. EMPLOYEE ASSISTANCE PROGRAM QUALIFICATIONS

A. Background of Management and Counselors

The Provider will be authorized and licensed to do business in the State of Florida; with acceptable financial strength and staff to enable them to provide the desired level of service.

B. Organizational Structure

The Provider will furnish an organizational structure showing the line of authority within the organization.

C. References

References may be furnished to demonstrate that the Provider can provide service to a group of this size.

4. DELIVERABLES

A. EAP Services for the Employee

1. Provide an EAP Counselor or immediately upon initial telephone call which could be 24 hours/day, 7 days a week.
2. Provide a local telephone number which shall be answered during normal business hours (8:00 am to 5:00 pm CST)
3. Provide a local telephone number which shall be answered after normal business hours. If an answering service is to be utilized, the telephone call shall be referred to a Counselor within four hours.
4. Provide a toll-free telephone number which shall be answered 24 hours/day, 7 days a week. If an answering service is to be utilized, the telephone call shall be referred to a Counselor within four hours.
5. The EAP Counselor or an appointment scheduler shall provide an initial, brief assessment with the employee with instructions for the initial face-to-face visit.
6. The EAP Counselor shall assist the employee with referrals for long-term or specialized care based on assessed employee need.
7. Provide the employee and family members with three sessions per calendar year.
8. Provide/coordinate services that are covered by the County's benefits plans that will cover medical/behavior problems, including but limited to alcoholism, drug abuse, and mental/emotional disorder.

B. EAP services for the County

1. Provide a local telephone number which shall be answered after normal business hours. If an answering service is to be utilized, the telephone call shall be referred to a Counselor within four hours.
2. Provide onsite orientation for approximately 1,200 employees. Sessions shall be conducted at County facilities with various dates, times, and locations. Sessions shall be conducted within the first six (6) months of the contract. All training materials shall be included in this request.
3. Provide appointments for employees with a positive drug test within five (5) business days of initial request.
4. Provide management referred appointments within 48 hours of initial request
5. Provide a website for employees to access information about the company.
6. Provide annual training for the County's management team (approximately 120 employees). Sessions shall be conducted at County facilities with various dates, times, and locations. Sessions shall be conducted within the first six (6) months of the contract; and annually

thereafter. This training shall cover topics such as performance-based identification of troubled employees, the EAP management referral process, return-to-work conferences, and consultation with the EAP. All training materials shall be included in this request.

7. Provide consultation services to the County's management team regarding the impact that employee personal issues have with job performance.
8. Provide a variety of printed materials such as posters, wallet cards, online services, etc., to maximize awareness in the workplace and promote easy access to EAP services and support.
9. Provide quarterly utilization reports to the Human Resources Department. Reports should reflect number of employees using the services, number of family members using the services, type of visits being referred for, self-referrals, management referrals, number of open cases, and number of closed cases.
10. Schedule an annual meeting with Human Resources to discuss contract performance.
11. Provide DOT-required substance abuse evaluations and return-to-work status reports for employees who have tested positive for use of alcohol and/or drugs in violation of County policy.
12. Provide licensed professional EAP Counselors to deliver services. This includes the background of counselors, i.e. education, credentials, years of experience, etc.
13. Provide policies that clearly define how employee personal information will be used, stored and protected.

EXHIBIT B
PART V
PROGRAM QUESTIONS AND DOCUMENTS

The questions included in this Exhibit B must be answered in full within the original submitted proposal. Answers and any requested supporting documentation, explanations, or deviations shall be submitted together and be combined in a binder or booklet so that the Proposal can efficiently be studied.

1. PROPOSER'S IDENTIFICATION

Name of Insurer: _____

FEIN/SS#: _____

Address: _____

Insurer Proposal
Contact: _____

Telephone Number Daytime: _____

Telephone Number After Hours: _____

Email: _____

Fax: _____

Agent/Broker Firm: _____

Agent/Broker
Representative : _____

Telephone Number Daytime: _____

Telephone Number After Hours: _____

Email: _____

Fax: _____

2. PROGRAM COST

- A. For what range of employees are the proposed costs applicable (e.g., within 5%, 10% etc. of the census)
- B. If the number of enrollees is less than the plan members in the census data, but the age and sex mix are not materially different, will you honor your proposal as proposed?
- C. What rate/cost guarantees will you provide beyond the first thirty-nine (39) months, e.g. retention, trend, or other? Provide details.
- D. Will you agree to negotiate changes in proposed benefits and/or premiums, administration and other costs, if the County should desire to do so?
- E. What system do you have for verifying/confirming dependent eligibility?
- F. Have you disclosed all fees and costs in your proposal?

3. COVERAGE QUESTIONS

- A. Are sample summary benefit comparison and other benefits plan descriptions and riders provided for analysis?
- B. Will you assure that your takeover of administration of the plan from the current insurer/administrator will be on a no loss/no gain basis to participants and the County?
- C. Do you agree that coverage is to be provided to those that meet the County's eligibility requirements?
- D. Do you agree to cover all presently insured employees and dependents whether at work, disabled or otherwise on approved absence on the effective date of coverage?
- E. Have you provided descriptive material on all employee assistance provided and all limitations and exclusions?
- F. Are there any limitations and/or exclusions?
- G. Briefly describe to what extent benefits are provided out of the local service area, e.g. if a participant (employee, COBRA or dependent) needs counselor elsewhere in the United States or abroad.
- H. How are non-emergency services covered for participants who must travel for extended periods of time outside of their home location?
- I. How do you cover dependent students living out of the local area?
- J. What specific services or programs targeted at quality employee assistance care that are not addressed in the RFP do you offer that set you apart from your competitors? What do you do that is especially innovative?

4. PROVIDER - MANAGED CARE INFORMATION

Complete this section if your proposal utilizes a provider network, or indicate "N/A" if not applicable

A. Identity the name and address of the provider network that you are proposing:

Provider Network: _____
Contact: _____
Phone: _____
Address: _____

B. State the duration of your employee assistance provider contracts. For example, if most are "evergreen," state so and define what you mean by "evergreen". For major providers, indicate which contracts are for one year only (and the anniversary date), and which contracts are for longer than one year (and the expiration date of such longer term contracts).

C. Will County employees have access to network providers on a statewide basis? If No, explain why not.

D. Is provider network information available on the Internet?

Yes _____ No _____

If Yes, indicate website address:

What is the date of current directory?

How often is the directory updated?

E. Options – Attach a listing of current providers, including all counselors and employee assistance specialists as indicated below in Escambia, and Santa Rosa, counties. You may duplicate this chart if more than one network is proposed. Additionally, indicate on these listings those providers who are not accepting new patients.

5. SERVICE INFORMATION

A. Where is the administration facility located? _____

If not local, can the County contact the claims and/or administration departments by toll-free number? Yes _____ No _____

B. Indicate the name of the account representative that will service this account.

C. Please list (by person and title) all personnel who will implement and manage all services of the account. Please provide copies of any implementation tools, such as an "Implementation Log" or "Implementation Schedule Time line."

D. Will you require a new enrollment?

- E. Will you prepare literature describing the new plan in layman's terms and make such literature available for the employee meetings?
- F. Will you provide an insurance policy/certificate/booklet (SPD), plan document, informational cards and other appropriate literature to describe benefits to employees?
- G. In addition, will you furnish an electronic version of the certificates/booklets for the County to use on their website? Confirm these documents will be provided at no additional cost to the County.
- H. To what extent do you recommend electronic enrollment? At what cost? Attach details.
- I. What is your procedure and assistance for enrollment of employees who become eligible after plan inception?
- J. The County and the current provider have interface capabilities eligibility purposes. The County uploads an automated enrollment (A/E) file from their system to their secure site providing updated employment data. Confirm if you are familiar with and can continue this practice.
- K. The current provider also provides the County a monthly file with total number of coverage employees and the number of supervisory referral with services received by employees. Confirm if you are familiar with and can continue this practice.
- L. What service hours will you provide for the County that will include time before and after the County's normal work hours and what access to service representatives will be available nights, weekends and holidays, if needed (describe your accommodations other than weekdays)?
- M. Will you perform the following claims functions requested by the County?
 - 1. Verify coverage and eligibility for benefits.
 - 2. Verify/confirm dependent eligibility.
 - 3. Make any necessary investigations or consultations with plan participants, medical care providers or others necessary to assure claim validity.
 - 4. Properly review, process and pay claims.
 - 5. Coordinate benefits with all available sources, if not prohibited by law.
 - 6. Continuously advise with regard to actions, procedures, etc. which will result in control of claims and cost containment.
- N. Does your contract include a "hold harmless" clause to protect employees from any fees for provider services rendered that are eligible charges according to the plan (except deductible and coinsurance), regardless of the reason for non-payment? If yes, describe.
- O. Do you assume fiduciary liability for administration of the plan? If yes, explain the process for settlement of a claim dispute. If not, explain both the financial and legal support that will be available to the County.

- P. Will your contract include a provision reserving the County the right to audit claims at its expense, as the County deems necessary?
- Q. Will you make all necessary records available for audit for up to three (3) years after the final year of your contract and assist the County regarding reconciliation of reports, if so requested?
- R. Will you perform all COBRA services needed by the County? Explain if there are any COBRA related services you will not provide.
- S. Will you administer HIPAA and assure compliance with HIPAA law?
- T. Will any costs incurred at installation of your plan, be expected to be incurred by the County? What cost and what amounts?
- U. Are you providing any sort of installation allowance to financially aid the County in getting through the installation?
- V. Have you provided an attachment of your performance guarantees? Are they specific to the County? If not, why? What is your total/maximum at-risk amount?
- W. Are you willing to negotiate alternative terms, and to recommend incentives and/or disincentives to make the performance guarantee(s) practical?
- X. Will you permit the County to perform audits regarding the performance guarantees?
- Y. Please confirm that you will provide the insurance coverage as described in the RFP. If there are any deviations, please state them here.
- Z. Identify any additional information about your proposal that the County should consider (attach and identify additional pages as necessary).

6. REPORTING SERVICES

- A. Will you provide monthly or quarterly summaries of enrollment, rates, premiums and claims, (within 30 days of the end of the month) with cumulative totals for the plan year, separately for participants by plan option? Explain any differences between what is requested and what you will provide.
- B. Will you provide such information separately for employees and their dependents, COBRA and their dependents, and total for all participants and all dependents?
- C. Have you submitted samples of billing reports formats and a management reporting systems available to the County?
- D. State specifically which of the following are automatically included in your proposed cost, and which are not. For reports not automatically provided, separately state the additional cost.
 - 1) Total charges by each type of employee assistance provider and for all employee assistance providers collectively. State the cost, if any.
 - 2) Total charges in-network versus out-of-network. State the cost, if any.

- E. Are you capable of modifying existing report formats to provide the premium/claims experience information wanted by the County?
- F. Have you stated which of the available claims reports and other management reporting systems you are including within the costs of your proposal?
- G. Have you stated the additional cost for reports not automatically provided?
- H. Describe how the County can have access to its data to produce reports on its own, and the support provided to assist the County in doing so.

7. INSURER STABILITY

- A. Is the insurer authorized to do business in Florida?
- B. Does your proposed program comply with all applicable Federal and Florida Statutes regarding disability insurance, and will you assure future compliance?
- C. Briefly describe your organization and its history, number of years of providing services, legal structure, and ownership.
 - 1) What year did the insurer begin business in Florida?
 - 2) Provide your current financial rating from each of the following firms. If not applicable, please indicate by "N/A."

<u>Rating Firm</u>	<u>Rating</u>
A.M. Best	_____
Moody's	_____
Standard & Poor's	_____
Weiss Ratings, Inc.	_____
 - 3) How many employees does your company have?
 - 4) How many employees does your company have in Florida?
 - 5) What comments can you offer in assurance of your financial stability and your long term commitment to the Florida market, especially with regard to Escambia and surrounding counties?

8. CLIENT REFERENCE

- A. Indicate the number of currently contracted employers in the State of Florida.
- B. Indicate the number of currently contracted public-sector employers in the State of Florida.
- C. List a minimum of four (4) current clients with similar size and/or industry as Escambia County with the following information.
 - Client Name

- Contact Name and Title
- Address
- Phone and Fax
- Email Address
- Length of Client Relationship
- State if a current or past client
- Insurance Services Provided
- Number of Employees

Please note: References must be specific to the proposed coverage(s) and/or services(s). If it becomes clear that a reference was utilized for one service, yet the reference is not applicable for that service, the reference will not be used for the non-applicable service.

9. DEVIATIONS FROM MODEL PROGRAM

Indicate whether your proposal will or will not comply with the RFP with respect to the coverage, service or provision listed in the RFP. All endorsements set forth in the RFP are to be included VERBATIM in the contract unless indicated to the contrary on the Proposal Form.

The absence of any notation will be presumed to indicate full compliance.

10. ADDITIONAL COMMENTS/DEVIATIONS

If your proposal does not fully comply with any provision, condition or requirement in this RFP, explain fully (attach and identify additional pages as necessary) the alternative provision, condition or requirement proposed.

11. PROPOSER'S WARRANTY

The undersigned person, by the undersigned's signature affixed hereon, warrants that:

- A. The undersigned is an officer, partner or a sole proprietor of the firm (insurer) and the enclosed proposal is submitted on behalf of the firm;
- B. The undersigned has carefully reviewed all the materials and data provided on the insurer's proposal on behalf of the insurer, and, after specific inquiry, believes all the material and data to be true and correct;
- C. The proposal offered by the insurer is in full compliance with the Minimum Qualifications of Proposer set forth in this RFP;
- D. The insurer authorizes the County, its staff or consultants to contact any of the references provided in the proposal and specifically authorizes such references to release either orally or in writing any appropriate data with respect to the insurer offering this proposal;
- E. The undersigned has been specifically authorized to issue a contract in full compliance with all requirements and conditions, as set forth in this RFP, other than those deviations noted above;
- F. If this proposal is accepted, the contract will be issued as proposed.

Name of Firm/Insurer

Signature of Authorized Representative (Original Signature Only – No Photocopies)

Printed Name of Authorized Representative

Title of Authorized Representative

Date Signed by Authorized Representative

PART VI
EXHIBIT C

	SELECTION CRITERIA	POINTS
1.	Experience in providing EAP services that deliver assessment and brief, solution-focused counseling in a safe, private, and confidential environment, including return-to-work status letters to the County.	20
2.	Appropriate number of available qualified, professional EAP Counselors with experience in providing EAP services to deliver required services.	10
3.	Counselors who have the Certified Employee Assistance Provider designation.	5
4.	Ability to answer telephone calls during regular working hours (8:00 am to 5:00 pm) and a source to receive and respond to after hour requests.	20
5.	EAP Orientation for all employees	10
6.	Training for managers and supervisors in the EAP management referral process and consultation with the EAP (i.e., working with difficult employees, return-to-work conferences, etc.).	20
7.	Ability to provide to the County comprehensive, user-friendly EAP utilization and activity reports.	15
	TOTAL	100

**BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA**

OFFICE OF PURCHASING

213 PALAFOX PLACE, 2nd Floor

P.O. BOX 1591

PENSACOLA, FL 32591-1591

TELEPHONE (850)595-4980

(SUNCOM) 695-4980

TELEFAX (850)595-4805

<https://myescambia.com/our-services/purchasing>



Paul R. Nobles
Purchasing Manager

July 13, 2017

To: All Known Prospective Bidders

ADDENDUM NUMBER 1:

Re: PD 16-17.049 Employee Assistance Program (EAP) for Escambia County Employees

All:

We recently sent you a Request for Proposals on the above-mentioned specification.

This Addendum #1 provides for questions and answers as follows:

A. The following are the performance guarantees required of the Proposer:

Proposers should confirm that they are willing to offer performance guarantees and that they are willing to permit the County access to claims offices, personnel and files to conduct audits necessary to verification of performance standards. Performance may be evaluated on a variety of issues, such as:

1. Timely delivery of finalized contracts for the selected program.
2. Timely delivery of informational cards; at, and subsequent to initial enrollment.
3. Timely delivery of plan documents, summary benefit comparison and summary plan description.
4. Provide positive drug test appointments for employees within five (5) business days of initial request.
5. Provide management referred appointments within 48 hours of initial request.
6. Provide annual training for the County's management team (approximately 120 employees). Sessions shall be conducted at County facilities with various dates, times and locations. Sessions shall be conducted within the first six months of the award of the contract; and annually thereafter. This training shall cover topics such as performance-based identification of troubled employees, the management referral process, return-to-work conferences and consultation with the Provider. All training materials shall be included in this request.

7. Provide policies that clearly define how employee personal information will be used, stored and protected.
8. Provide licensed professional Counselors to deliver services. This includes the background (education, credentials, experience, etc.) of Counselors.
9. Provide consultation services to the County's management team regarding the impact that employee personal issues have with job performance.
10. Provide consultation services to the County's management team regarding the impact that employee personal issues have with job performance.
11. Provide DOT-required substance abuse evaluations and return-to-work status reports for employees who have tested positive for use of alcohol and/or drugs in violation of federal, state and/or local laws, regulations and/or policies.
12. Schedule and provide reports to Human Resources on an annual basis reflecting number of employees using the services, number of dependents using the services, type of visits being referred for, self-referrals, management referrals, number of open cases and the number of closed cases.
13. Accuracy of claims coding and payments.
14. Telephone response time and appointment abandonments.
15. Quality of service to plan participants, as measured by periodic surveys.
16. Access to standards of care.
17. Collection of other threats to participants by providers not paid by the insurer. State the extent to which these measurements will be applied specifically to account (account specific) versus your "book of business". Suggestions on criteria for measuring performance and indications of how the organization is set-up to facilitate auditing of performance should be submitted. If the proposer has a performance guarantee agreement, provide a sample for review. Please confirm your firm's willingness to enter into such an agreement and to negotiate appropriate terms and recommend appropriate incentives or disincentives (meaningful penalties) to make the performance guarantee practical.

B. The following are specific questions that were submitted and are answered below:

Q: Who is currently providing EAP services to Escambia County?

A: Behavioral Health Systems

Q: How long has the current vendor been providing services?

A: 3 years

Q: What issues/concerns does the County have with their current EAP plan?

A: We have no real concerns. Direction from our Board is that we test the market.

Q: Why is the County currently out to bid?

A: End of Contract period

Q: Does the County have any metrics available around utilization of the current EAP that could be shared?

A: Yes, these will be supplied separately.

Q: The RFP only mentions EAP services, is the County also interested in Work Life Services? i.e. Legal consultation, Financial consultation and employee/family concierge services

A: No, this outside the scope of our current mandate.

Q: Are DOT/SAP evaluations currently included within the existing EAP?

A: Yes

Q: If yes, are a certain number of DOT/SAP Evaluations included within the Per Employee Per Year rate or are they provided on a fee-for-service basis?

A: Fee-for -service basis

Q: How many DOT/SAP evaluations have been conducted in each of the last 3 years for the County?

A: 3 in 2015

Q: What is the current Per Employee Per Month rate or annual contract dollar amount for the existing EAP?

A: \$1.25 per contract

Q: How is the County currently handling Fit for Duty evaluations?

A: Through Management directed referrals

Q: How many FFD evaluations has the County had in each of the last 3 years?

A: 2015 - 3; 2016 - 8 and 2017 - 4

Q: Are FFD evaluations currently included within the existing EAP?

A: No

Q: If not included in the PEPY rate, what is the existing FFD case rate?

A:

Q: How many Critical Incidents has the County experienced in each of the last 3 years?

A: 2016 - 1

Q: How many hours of on-site Critical Incident Stress Management sessions, if any, were conducted over each of the last three years?

A: 6

Q: How many training hours were used in each of the last 3 years?

A: 2015 - 3; 2016 - 3 and 2017 1

Q: How many annual trainings for the County's management team is the County requesting?

A: 1 per year

Q: How many hours do each of these training's last?

A: not less than 2 hours

Q: How many hours is the on-site orientation?

A: 1 hour

Q: The RFP mentions that a Financial Statement should be submitted.

A: A financial statement is not required. Below is a copy/paste of the section within the specification that covers financial information. This information is required.

A. Briefly describe your organization and its history, number of years of providing services, legal structure, and ownership.

1) What year did the insurer begin business in Florida?

2) Provide your current financial rating from each of the following firms. If not applicable, please indicate by "N/A."

<u>Rating Firm</u>	<u>Rating</u>
A.M. Best	_____
Moody's	_____
Standard & Poor's	_____
Weiss Ratings, Inc	_____

3) How many employees does your company have?

4) How many employees does your company have in Florida?

5) What comments can you offer in assurance of your financial stability and your long-term commitment to the Florida market, especially with regard to Escambia and surrounding counties?

Q: Can the County provide a census of the employees (zip codes only) for a Geographic Provider Access Report?

A: Yes, this item is attached in a separate Excel file.

This Addendum Number 1 is furnished to all known prospective bidders. Please sign and return one copy of this Addendum, with original signature, with your bid as an acknowledgement of your having received same. You may photo copy this form for your records.

Sincerely,



Jeffrey Lovingsood
Purchasing Specialist

Acknowledgement of Receipt of Addendum:

SIGNED: _____

COMPANY: _____

ENC.

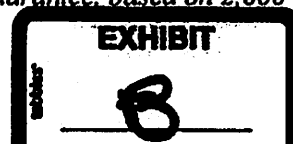
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BEHAVIORAL HEALTH SYSTEMS, INC.

**EMPLOYEE ASSISTANCE PROGRAM COMPONENTS
CAPITATED RATE SCHEDULE FOR
ESCAMBIA COUNTY, FLORIDA**

<u>TREATMENT-RELATED SERVICE</u>	<u>FEES</u>
CAPITATION FEE (3-Visit Per Year) <i>Includes claims processing, QA, and utilization reports</i>	\$1.15 PEPM*
<u>Initial Patient Consult/Treatment Plan Development</u> Includes BHS intake, explanation of benefit plan, chart set-up, eligibility verification; assessment provider/specialty/level of care determination & referral.	Included
<u>BHS Assessment</u> Includes face-to-face assessment. Evaluation performed by a licensed clinical Psychologist or Masters prepared therapist as deemed appropriate.	Included
<u>Short-term Counseling Services</u> Comprehensive counseling services when deemed appropriate in areas listed above, performed by most appropriate level of qualified professional. Licensed Clinical Psychologist or Masters level Counselor	Included
<u>Care Coordination</u> Coordination of staff services, coordination of care with community resources, additional treatment services and medical plan	Included
<u>Initial Orientation at Corporate Headquarters</u>	Included
<u>32-Hours of Onsite Support</u> Includes education and training services, health fairs and lunch-n-learns	Included
<u>One (1) Critical Incident Stress Debriefing</u> Maximum four hours onsite.	Included
<u>Access to BHS Online/Work Life</u>	Included
<u>Telephonic Management Consultations</u> Provided through BHS staff.	Included
<u>Employee Awareness & Education</u> Distribution of posters, email monthly newsletter, employee wallet cards (1/employee) and benefit summary sheets	Included

**39 month rate guarantee, based on 2,000 covered employees*



BEHAVIORAL HEALTH SYSTEMS, INC.

**EMPLOYEE ASSISTANCE PROGRAM SUMMARY
ESCAMBIA COUNTY, FLORIDA**

**BHS Exclusive Provider Network
Coverage for All In-Network Qualified/Licensed Professionals
Confidential Services**

EMPLOYEE ASSISTANCE PROGRAM

- Initial Assessment & 2 Visits Paid at 100% when BHS PPO Network is Used
- Available each Calendar Year (Plan Year)
- Available to all Employees and Dependents
- May be used for stress, grief and loss, financial, substance abuse concerns for self or others, and other individual and family issues

EAP ADVANTAGES

- Access to the BHS national provider network (including LPCs, LCSWs and PHDs)
- Dedicated Master's-Level BHS Care Coordinator
- Initial appointment scheduling
- Face-to-face assessment on every case
- 24 hours a day, 7 days a week emergency access
- BHS A.S.S.I.S.T. Online Work/Life Resources (includes eldercare and childcare locators and videos, articles, forms and assessments on a variety of topics)

**BEHAVIORAL HEALTH SYSTEMS, INC.
ESCAMBIA COUNTY, FLORIDA
EMPLOYEE ASSISTANCE PLAN
COVERED CONDITIONS**

Covered Services and Conditions

The following constitute covered mental health or substance abuse services or conditions when approved by BHS and provided in an office-based setting to eligible persons:

- A. Treatment or services rendered in connection with mental illnesses classified in the Diagnostic and Statistical Manual of Mental Disorders (DSM-5) categories 291.81 – 314.01 and V Codes, except as stated below.
- B. Covered services rendered by a licensed provider, who is approved by BHS for the type of service being rendered, as a paneled, referral, or case specific provider.
- C. Initial assessment/other psychological diagnostic services for the purpose of diagnosing a mental, nervous or substance abuse condition.

Non-Covered Services and Conditions

The following services or conditions do not constitute covered mental health or substance abuse services or conditions, unless shown to be required by federal or state law or regulation:

- I. Evaluative and educational services. Examples include speech and occupational therapy; services to assess or resolve academic performance problems; services which schools are required to provide; services for learning disorders or intellectual disability; services to establish functional capacity related to medical conditions.
- II. Administrative, legal, and judicial services. Examples include records review and report preparation, services for obtaining or maintaining employment or to determine disability; services where the primary focus of treatment is illegal or criminal behavior; care provided by or through any governmental facility, program, law, or agency.
- III. Self care and improvement services. Examples include dietary management; retreats or seminars for self-improvement; biofeedback; services which do not require a licensed provider for the patient's condition.
- IV. Other:
 - A. Simple intoxication, or assessment/care rendered to a patient while under the influence of alcohol or other substances.
 - B. Treatment or services related to narcotic maintenance therapy.
 - C. Psychiatric evaluation, medication evaluation, medication management or any other services provided by a physician (psychiatrist), physician assistant (P.A.) or nurse practitioner; psychological or neuropsychological testing.
 - D. Services for which the patient is not obligated to pay, or for which there would be no charge if the patient had no EAP benefits.
 - E. Treatment or services received after the date the member's EAP benefit eligibility has ended. In instances where a member is eligible for but has not yet elected COBRA, payment of benefits will not occur until COBRA continuation and benefit eligibility is confirmed.
 - F. Claims received after a period of 12 months from the date treatment or services were rendered, except as otherwise required by the plan.
 - G. Charges for missed provider appointments.
 - H. Assessment, consultation or treatment conducted via telephone, on-line or by any means other than direct face-to-face care.

BEHAVIORAL HEALTH SYSTEMS
EMPLOYEE ASSISTANCE PROGRAM SERVICES
FEE FOR SERVICE RATE SCHEDULE

MANAGEMENT SERVICES (OPTIONAL)

FEES ⁽¹⁾

Consultation/Technical Assistance – Assistance in the benefit plan design, development and implementation of written corporate policies and procedures (sexual harassment, workplace violence, drug-free workplace, etc.); pharmacy/other claims analyses.

\$150/hour

Critical Incident/Crisis Response – Coordination with onsite contact(s) and local authorities, assessment of incident needs, development of response plan, locating/securing trained clinicians, printed materials for employees, evaluation and follow-up (24/7 onsite response within 2 hours of call).

\$250-\$450/hour⁽²⁾

Conflict Mediation – Communication with involved parties, assessment of situation, recommendations for response, onsite consultation, counselor-led mediation session and follow-up.

\$150/hour

Employee Health Fairs/Other Onsite Representation – Includes BHS representative, promotional material (magnets, pens, etc.), resource information and brochures.

\$150/hour

Employee Wallet Cards/Member Guides/Promotional Materials

As quoted

Online Work/Life – Online work/life service which includes unlimited access to a comprehensive website with searchable databases and education materials (topics include, but not limited to: Child Care, Adult Care, Adoption Assistance, Education Assistance, Health and Well-Being and Daily Living).

Included

Employee Wellness Program – Full complement of wellness-related services. Refer to Wellness Program details.

As quoted

Telephone Management Consultation -- (one hour per incident)

No charge

Management Support Other – Upon client request/court order re employee/client legal action: records review, deposition preparation, testimony appearance, subpoena response, external legal counsel, consultation with client.

\$150/hour
(plus OOP
reimbursement)

Statistical Reporting – Standard BHS quarterly reports detailing utilization, referral source, costs, etc.

No charge

SUPERVISORY SERVICES

Supervisory Follow-up (incident-specific) – Meetings with supervisors to assist in problem resolution, quality assurance procedures, etc.

\$150/hour

Manager/Supervisory Training – Initial/on-going training/workshops focusing on implementation of the EAP, how to identify a troubled employee, confrontation techniques, or other topic-specific training; includes all customized presentation materials (training outline, participant handouts, overhead/PowerPoint slides), locating/scheduling providers, participant certificates and evaluations, confirmation letters, and evaluation results.

As quoted

Peer Support/Focus Groups

\$250/hour

Pre-Certification Screenings/Case Management – In concert with employer's utilization review procedures, determines/recommends need for residential/inpatient/outpatient treatment and assists in referral process.

\$100/hour



SUPERVISORY REFERRALS

Supervisory Referral Initial Patient Consult/Treatment Plan Development

Includes BHS intake, explanation of benefit plan, chart set-up, eligibility verification; assessment provider/specialty/level of care determination & referral. \$ 200 per intake

Supervisory Referral BHS Gatekeeping/Assessment

Includes face-to-face assessment. Evaluation performed by a Psychiatrist, clinical Psychologist or Masters prepared therapist as deemed appropriate. (May include minimal psychological testing as needed.) \$ 190/hr (MD)
\$ 165/hr (non-MD)

Supervisory Referral Short-term Counseling Services

Comprehensive counseling services when deemed appropriate in areas listed above, performed by most appropriate level of qualified professional.

Individual therapy (MD)

\$ 125

Individual therapy (non-MD)

\$ 110

Lab/Testing/Neuropsych/ECT/ER/Transportation/Non-PPO Services

≤ UCR or as negotiated

DOT SA and Return to Work Evaluations

\$250-450 per hour

EMPLOYEE SERVICES (OTHER)

Employee Workshops (Groups up to 50) – Includes all customized presentation materials: workshop outline, participant handouts, overhead PowerPoint presentation, location/scheduling providers, participants certificates and evaluation, confirmation letter, and evaluation results. \$250

Downsizing/Outpatient Counseling – Includes onsite counselor(s) for group or individual counseling, written materials, resource information, and follow-up. \$200/hour

Employee Orientation (Groups up to 100) – Employee in-services to inform all employees of EAP benefits. As quoted

Employee Awareness and Education – On-going distribution of posters, payroll stuffers, newsletter articles and employee letters related to EAP benefits. As quoted

Online Training Programs – A series of discipline-specific training sessions designed to maintain requirements for CEU credit(s). As quoted

NOTIFICATION POLICY: There may be an additional fee of \$100 per hour for any employer onsite service that is requested with less than 72 hours' notice (non-critical incident).

CANCELLATION POLICY: A cancellation fee may be billed for any onsite service(s) cancelled with less than 72 hours' notice.

1. Travel expenses shall be billed separately, as applicable.
2. Prices may vary depending upon type of crisis, location, number of counselors needed to respond, and date/time onsite services are requested.



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

County Administrator's Report

BCC Regular Meeting

Meeting Date: September 21, 2017
Issue: Employee Assistance Program
From: Eric Kleinert, Department Director
Organization: Human Resources
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Employee Assistance Program - Eric Kleinert - Human Resources Department Director

That the Board take the following action concerning the Employee Assistance Program (PD 16-17.049):

A. Approve, subject to Legal review and sign-off, the award of a Contract to Behavioral Health Services, Inc., for the County's Employee Assistance Program (~~PD 15-16.049~~ PD 16-17.049), effective October 1, 2017, for a period of 39 months based on current enrollment, for all eligible employees and their dependents. The Agreement allows for all eligible members to receive three free visits per calendar year, training for supervisors, and a supervisor referral process; and

B. Authorize the County Administrator to sign, subject to Legal review and sign-off, an Agreement for Employee Assistance Program Services between Behavioral Health Services, Inc., and Escambia County (the Agreement is being reviewed and will be signed after the approval by the Board).

THE AGREEMENT WILL BE DISTRIBUTED UNDER SEPARATE COVER.

[Funding Source: Fund 501, Internal Service Fund, Cost Center 150106, Object Code 53401]

BACKGROUND:

The Office of Purchasing solicited a Request for Proposal. On July 12, 2017, two proposals were received from the following:

1. Behavioral Health Service, Inc.
2. New Directions (Florida Blue)

The County has received a 39 month guaranteed rate for its Employee Assistance Program from Behavioral Health Services, Inc. at the following rates: \$1.15 per contract with

additional cost if there are supervisorial referrals. Presently, our costs are \$1.26 per contract with additional cost if there are supervisorial referrals. The additional cost is based on the level of service an employee receives.

Based on the present number of participants, the County would pay \$25,583 for the per member fee for basic coverage. Supervisorial referrals are unknown and this will be an additional cost. Our present trend for supervisorial referrals are is \$5,300 for the fiscal year. Presently, our budget for 2017-2018 is \$40,000.

BUDGETARY IMPACT:

Funds will be available upon approval in next year's fiscal year budget. The projected cost savings for this Contract is \$40,000 for the County.

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney's Office has drafted the Agreement and it is in final review.

PERSONNEL:

The Human Resources Department will service all employee groups. We will advise all appointing authorities (payrolls) of any administrative changes in the program.

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

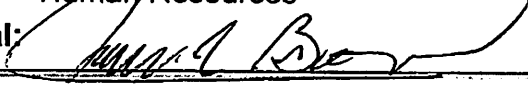
A Purchase Order will be the instrument utilized for making payment against the Contract. The Human Resources Department will coordinate with the County Attorney's Office and the other appointing authorities to ensure changes are made.

Attachments



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-12871 **County Administrator's Report 10. 4.**
BCC Regular Meeting Budget & Finance Consent

Meeting Date: 09/21/2017
Issue: Employee Assistance Program (EAP) (PD 16-17.049)
From: Eric Kleinert, Department Director
Organization: Human Resources
CAO Approval: 

RECOMMENDATION:

Recommendation Concerning the Employee Assistance Program - Eric Kleinert - Human Resources Department Director

That the Board take the following action concerning the Employee Assistance Program (PD 16-17.049):

A. Approve, subject to Legal review and sign-off, the award of a Contract to Behavioral Health Services, Inc., for the County's Employee Assistance Program (PD 15-16.049), effective October 1, 2017, for a period of 39 months based on current enrollment, for all eligible employees and their dependents. The Agreement allows for all eligible members to receive three free visits per calendar year, training for supervisors, and a supervisor referral process; and

B. Authorize the County Administrator to sign, subject to Legal review and sign-off, an Agreement for Employee Assistance Program Services between Behavioral Health Services, Inc., and Escambia County (the Agreement is being reviewed and will be signed after the approval by the Board).

THE AGREEMENT WILL BE DISTRIBUTED UNDER SEPARATE COVER.

[Funding Source: Fund 501, Internal Service Fund, Cost Center 150106, Object Code 53401]

BACKGROUND:

The Office of Purchasing solicited a Request for Proposal. On July 12, 2017, two proposals were received from the following:

- 1. Behavioral Health Service, Inc.
- 2. New Directions (Florida Blue)

The County has received a 39 month guaranteed rate for its Employee Assistance Program from Behavioral Health Services, Inc. at the following rates: \$1.15 per contract with additional cost if there are supervisorial referrals. Presently, our costs are \$1.26 per contract with additional cost if there are supervisorial referrals. The additional cost is based on the level of service an employee receives.

Based on the present number of participants, the County would pay \$25,583 for the per member fee for basic coverage. Supervisorial referrals are unknown and this will be an additional cost. Our present trend for supervisorial referrals are \$5,300 for the fiscal year. Presently, our budget for 2017-2018 is \$40,000.

BUDGETARY IMPACT:

Funds will be available upon approval in next year's fiscal year budget. The projected cost savings for this Contract is \$40,000 for the County.

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney's Office has drafted the Agreement and it is in final review.

PERSONNEL:

The Human Resources Department will service all employee groups. We will advise all appointing authorities (payrolls) of any administrative changes in the program.

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

A Purchase Order will be the instrument utilized for making payment against the Contract. The Human Resources Department will coordinate with the County Attorney's Office and the other appointing authorities to ensure changes are made.

Attachments

No file(s) attached.

**AGREEMENT FOR EMPLOYEE ASSISTANCE
PROGRAM SERVICES (PD 16-17.049)**

THIS AGREEMENT is made and entered into by and between Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County"), whose mailing address is 221 Palafox Place, Pensacola, Florida 32502, and Behavioral Health Systems, Inc. (hereinafter referred to as "Contractor"), a foreign for profit corporation authorized to conduct business in the State of Florida, FEI/EIN 631007625, whose principal address is 2 Metroplex Drive, Suite 500, Birmingham, AL 35209.

WITNESSETH:

WHEREAS, on June 26, 2017, the County issued a Request for Proposals (PD 16-17.049) seeking the services of an employee assistance program (EAP) administrator to provide covered services for eligible persons through licensed providers; and

WHEREAS, in response to the solicitation, Contractor submitted a proposal demonstrating that the Contractor was the most responsive and responsible offeror proposing to provide EAP services; and

WHEREAS, the County desires to enter into an agreement with the Contractor for the provision of such services as set forth herein.

NOW, THEREFORE, in consideration of the mutual terms and conditions contained herein and other good and valuable consideration, the Contractor and the County agree as follows:

1. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.
2. **Definitions.** For the purpose of this Agreement the following terms shall have the following meaning:

"Covered Services" shall mean mental health or substance abuse-related services rendered by a licensed provider to eligible persons when approved by the County, as further defined in Exhibits A and B, attached hereto and incorporated herein.

"Eligible Person" shall mean individuals who are employed by the appointing authorities and agencies of Escambia County and family members of said employees who are determined by the County to be eligible for coverage under the County's Employee Assistance Program.

"Employee Assistance Program" or "EAP" shall mean that benefit program for Covered Services provided by the County to Eligible Persons in accordance with the County's EAP policies.

2. **Term.** The term of this Agreement shall commence upon October 1, 2017, and continue for the duration of thirty-nine (39) months expiring on December 31, 2020. Upon mutual agreement of the parties, this agreement may be renewed for two additional twelve (12) month terms.
3. **Scope of Services.** Contractor agrees to provide EAP Covered Services to Eligible Persons in accordance with the scope of services outlined in Escambia County's *Request For Proposers, Employee Assistance Program Services (EAP), Specification No. P.D. 16-17.049*, attached hereto as **Exhibit A**, and as further provided in the Contractor's EAP Rate Schedule and Program Summary,

attached hereto as Exhibit B. In the event of a conflict between the terms of the Exhibits referenced above and this Agreement, the terms of this Agreement shall prevail.

4. **Compensation.** In exchange for Contractor's provision of the scope of EAP Covered Services referenced in above, County shall pay Contractor a fee of \$1.15 per employee per month, in accordance with the Cost Proposal provided as part of the Contractor's Response, attached hereto as Exhibit B. Additional EAP services may be provided in accordance with the Fee-For-Service Rate Schedule, attached hereto as Exhibit C. Only those additional services specifically authorized by the County in writing shall be compensated.

5. **Method of Payment/Billing.** Contractor may request payment from County by the submission of a properly executed original invoice. Invoices shall reflect the amount due and owing for the value of services performed with appropriate supporting documentation. Invoices shall be submitted in duplicate to:

Clerk of the Circuit Court
Attention: Accounts Payable
221 Palafox Place, Suite 140
Pensacola, FL 32502

Payments under this agreement and interest on any late payments shall be governed by and construed in accordance with the Local Government Prompt Payment Act, §§218.70, et seq., Florida Statutes, as amended (the "Act").

6. **Termination.** This Agreement may be terminated for cause or convenience by the County upon providing thirty (30) days written notice to Contractor. This Agreement may be terminated for cause by the Contractor upon providing ninety (90) days written notice to the County; provided, however, that if such cause consists of the County's breach of its obligation to pay any invoice by its "payment due date" under the Act, Contractor may terminate this Agreement immediately if County fails to cure such breach within ten (10) business days following its receipt of written notice thereof. In the event of termination by either party as provided herein, the Contractor shall be paid for services performed through the date of termination. A party shall have "cause" to terminate this Agreement if the other party (a) breaches any of its material obligations hereunder and fails to cure such breach within ten (10) business days following its receipt of written notice thereof, or (b) voluntarily files a petition in bankruptcy, makes an assignment for the benefit of creditors or otherwise seeks relief from creditors under any federal or state bankruptcy, insolvency, reorganization or moratorium statute, or (c) is the subject of an involuntary petition in bankruptcy which is not set aside within sixty (60) days after its filing.

7. **Conflict of Interest.** Contractor agrees it shall not contract for or accept employment for the performance of any work or service with any individual, business corporation, or government unit that would create a conflict of interest in the performance of its obligations under this Agreement. Contractor further agrees it will neither take any action nor engage in any conduct that would cause any County employee or official to violate the provisions of Chapter 112, Florida Statutes, relating to ethics in government. Contractor also agrees to comply with the County's ordinance prohibiting conflicts of interest.

8. **Indemnification.** Contractor shall indemnify and hold harmless Escambia County, its elected and appointed officials, employees, volunteers, representatives and agents for any and all claims, suits, actions, damages, liability and expenses arising from or relating to any wrongful act or omission of the Contractor, its employees or agents, whether or not the same constitutes a breach of this Agreement or is committed in the course of performing the Contractor's duties hereunder, including

but not limited to those acts or omissions which are considered defamatory, libelous, discriminatory or otherwise unlawful under applicable laws and any act or omission relating to Contractor's failure to maintain insurance as required in Paragraph 9 or to properly report or pay any applicable federal, state or local fees or taxes.

9. **Insurance.** During the term of this Agreement, Contractor shall procure and maintain, at its sole expense, the following insurance:

- (a) Commercial General Liability, Form CG1, with \$1,000,000 per occurrence. Excess or umbrella insurance may be purchased to make up the difference, if any, between the policy limits of the underlying policies.
- (b) Automobile Liability with \$1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.
- (c) Professional Liability with \$1,000,000 per occurrence minimum limit.
- (d) Florida statutory workers' compensation and employers' liability with employer's liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease.

It is understood and agreed by the parties that in the event that the Contractor consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

Contractor agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be "A" or other Secure Best Rating with a minimum financial size of "VII", according to the A.M. Best Key Rating Guide Latest Edition. The insurance policies shall be endorsed to provide at least 30 days advance notice of cancellation, nonrenewal or adverse change. Such notices shall be mailed to Escambia County, Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32597.

The Board of County Commissioners and Escambia County shall be endorsed as "additional insureds" on all liability policies except Workers' Compensation. Certificates of Insurance shall be provided to Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32597 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County. The Board of County Commissioners and Escambia County shall also be the certificate holders.

10. **Notice.** Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice shall be made to each party as follows:

To: Behavioral Health Systems, Inc.
Attention: Deborah Stephens
2 Metroplex Drive, Suite 500
Birmingham, AL 35209

To: Escambia County
Attention: County Administrator
221 Palafox Place
Pensacola, Florida 32502

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

11. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.

12. **Public Records.** The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Contractor shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. Contractor shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Contractor agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Contractor and surety, if any, seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**Escambia County
Office of the County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502
(850) 595-4947**

13. **Independent Contractor Status.** In the performance of this Agreement hereunder, Contractor is an independent contractor. Contractor shall not hold itself out as an employee, agent or servant of the County; and Contractor shall not have the power or authority to bind the County in any promise, agreement or representation, other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of the County.

14. **Entire Agreement.** This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

15. **Compliance with Laws.** Contractor agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement.

16. **Miscellaneous.** If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

17. Annual Appropriation. Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and obligation to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature.

**COUNTY:
BOARD OF COUNTY COMMISSIONERS ESCAMBIA
COUNTY, FLORIDA**

Witness

By: _____

Jack R. Brown, County Administrator

Witness

Date: _____

BCC Approved: _____

**CONTRACTOR:
BEHAVIORAL HEALTH SYSTEMS, INC.**

By: Deborah L. Stephens
Deborah L. Stephens, President

Date: Sept. 19, 2017

ATTEST:
By: [Signature]
Corporate Secretary

Approved as to form and legal
sufficiency
By/Title: [Signature]
Date: 9/20/17

**ESCAMBIA COUNTY
FLORIDA**

REQUEST FOR PROPOSERS

EMPLOYMENT ASSISTANCE PROGRAM (EAP) SERVICES

SPECIFICATION NUMBER PD 16-17.049

PROPOSALS WILL BE RECEIVED UNTIL: 3:30P.M., CDT, July 19, 2017

**Office of Purchasing, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Matt Langley Bell III Building
Post Office Box 1591
Pensacola, FL 32591-1591**

Board of County Commissioners

**Douglas Underhill, Chairman
Jeff Bergosh, Vice Chairman
Steven Barry
Lumon J. May
Grover Robinson IV**

**From:
Paul R. Nobles
Purchasing Manager**

**Procurement Assistance:
Jeffrey Lovingood
Purchasing Specialist
Office of Purchasing
2nd Floor, Matt Langley Bell, III Building
213 Palafox Place
Pensacola, FL 32502
Tel: (850) 595-4953
Fax: (850) 595-4807
Email: jdlovingood@myescambia.com**

SPECIAL ACCOMMODATIONS:

Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing, (850) 595-4980 at least five (5) working days prior to the solicitation opening. If you are hearing or speech impaired, please contact the Office of Purchasing at (850) 595-4684 (TTY).

NOTICE

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.



ESCAMBIA COUNTY, FLORIDA GENERAL TERMS and CONDITIONS

The following General Terms and Conditions are incorporated by reference and have the same legal effect as if printed in its entirety.

A full textual copy of these conditions may be obtained by visiting the Office of Purchasing Home Page (see Proposals Information), by telephoning the Office of Purchasing at (850) 595-4980 or by Fax at (850)595-4805.

NOTE: Any and all Special Terms and Conditions and specifications referenced within the solicitation which varies from these General Terms and Conditions shall have precedence. Submission of the Bidder/Proposal Solicitation, Offer and Award Form and Bid/Proposal Form(s) in accordance with these General Terms and Conditions and Special Terms and Conditions constitutes an offer from the offeror. If any or all parts of the offer are accepted by Escambia County Florida, an authorized representative of the county shall affix his signature hereto, and this shall then constitute a written agreement between parties. The conditions incorporated herein become a part of the written agreement between the parties.

**Proposals Information See Home Page URL: <https://myescambia.com/our-services/purchasing>
Click on ON-LINE SOLICITATIONS**

1. **Sealed Solicitations**
2. **Execution of Solicitation**
3. **No Offer**
4. **Solicitation Opening**
5. **Prices, Terms and Payment**
 - 5.01 **Taxes**
 - 5.02 **Discounts**
 - 5.03 **Mistakes**
 - 5.04 **Condition and Packaging**
 - 5.05 **Safety Standards**
 - 5.06 **Invoicing and Payment**
 - 5.07 **Annual Appropriations**
6. **Additional Terms and Conditions**
7. **Manufacturers' Name and Approved Equivalents**
8. **Interpretations/Disputes**
9. **Conflict of Interest**
 - 9.01 **County Procedure on Acceptance of Gifts**
 - 9.02 **Contractors Required to Disclose any Gift Giving**
 - 9.03 **Gratuities**
10. **Awards**
11. **Nonconformance to Contract Conditions**
12. **Inspection, Acceptance and Title**
13. **Governmental Restrictions**
14. **Legal Requirements**
15. **Patents and Royalties**
16. **Price Adjustments**
17. **Cancellation**
18. **Abnormal Quantities**
19. **Advertising**
20. **Assignment**
21. **Liability**
22. **Facilities**

ESCAMBIA COUNTY, FLORIDA GENERAL TERMS and CONDITIONS
The following General Terms and Conditions are incorporated by reference (continued).

23. **Distribution of Certification of Contract**
24. **The Successful Bidder(s) must Provide**
25. **Addition/deletion of Items**
26. **Ordering Instructions**
27. **Public Records**
28. **Delivery**
29. **Samples**
30. **Additional Quantities**
31. **Service and Warranty**
32. **Default**
33. **Equal Employment Opportunity**
34. **Florida Preference**
35. **Contractor Personnel**
36. **Award**
37. **Uniform Commercial Code**
38. **Contractual Agreement**
39. **Payment Terms/Discounts**
40. **Improper Invoice; Resolution of Disputes**
41. **Public Entity Crimes**
42. **Suspended and Debarred Vendors**
43. **Drug-Free Workplace Form**
44. **Information Sheet for Transactions and Conveyances**
45. **Copies**
46. **License and Certifications** - For access to Certification/Registration Form for doing Business in Florida, go to the Department of State, Division of Corporations,
URL: <http://dos.myflorida.com/sunbiz/search/>
47. **Execution of Contract**
48. **Purchase Order**
49. **No Contingent Fees**
50. **Solicitation Expenses**
51. **On-Line Auction Services**

SPECIAL TERMS AND CONDITIONS

The Board of County Commissioners, Escambia County, Florida, invites your company to submit a sealed offer on the item(s) as listed in this solicitation request.

All terms and conditions below are a part of this request, and no offer will be accepted unless all these conditions have been complied with. The County reserves the right to waive informalities in any offer; to reject any or all offers, in whole or in part, and/or to accept the offer(s) that in its judgment is from the lowest and most responsible and responsive offeror(s).

Instructions to Offerors

1. General Information

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed to 213 Palafox Place, Room 11.101, Pensacola, Florida 32502 or delivered to the Office of Purchasing, 2nd floor, Room 11.101, Matt Langley Bell, III Bldg., 213 Palafox Place, Pensacola, Florida 32502, in a sealed envelope clearly marked:

**Specification Number PD 16-17.049, "Employment Assistance Program (EAP) Services",
Name of Submitting Firm, Time and Date due.
Note: If you are using a courier service; Federal Express, Airborne, UPS, etc., you must
mark air bill and envelope or box with Specification Number and Project Name.**

Regardless of the method of delivery, each offeror shall be responsible for his offer(s) being delivered on time as the County assumes no responsibility for same. Offers offered or received after the time set for solicitation closing will be rejected and returned unopened to the offeror(s).

The following policy will apply to all methods of source selection:

A. Conduct of Participants

After the issuance of any solicitation, all bidders/proposers/protestors or individuals acting on their behalf are hereby prohibited from lobbying as defined herein or otherwise attempting to persuade or influence any elected County officials, their agents or employees or any member of the relevant selection committee at any time during the blackout period as defined herein; provided, however, nothing herein shall prohibit bidders/proposers/protestors or individuals acting on their behalf from communicating with the purchasing staff concerning a pending solicitation unless otherwise provided for in the solicitation or unless otherwise directed by the purchasing manager.

B. Definitions

Blackout period means the period between the time the bids/proposals for invitations for Proposals or the request for proposal, or qualifications, or information, or requests for letters of interest, or the invitation to negotiate, as applicable, are received at the Escambia County Office of Purchasing and the time the Board awards the contract and any resulting Proposal protest is resolved or the solicitation is otherwise canceled.

Lobbying means the attempt to influence the thinking of elected County officials, their agents or employees or any member of the relevant Selection Committee for or against a specific cause related to a pending solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication.

C. Sanctions

The Board may impose any one or more of the following sanctions on a non-employee for violations of the policy set forth herein:

1. Rejection/disqualification of submittal
2. Termination of contracts; or
3. Suspension or debarment as provided in Sec. 46-102 of the Escambia County Code of Ordinances.

This policy is not intended to alter the procedure for Protested Solicitations and Awards as set forth in the Sec. 46-101 of the Escambia County Code of Ordinances.

2. Proposal Forms

This Solicitation contains a Solicitation, Offer, and Proposal Form which shall be submitted in a sealed envelope, with Original signatures in indelible ink, and signed in the proper spaces. Responses on vendor forms will not be accepted.

The following material should be included as part of each of the copies: One (1) original of the proposal shall be required having been signed by a company official with the power to bind the company in its proposal, and three (3) electronic copies containing the complete proposal shall be completely responsive to the RFP for consideration.

- A. Completed Proposal Forms, and specimen contracts or policies as described in this RFP.
- B. Acknowledgement of any addenda. It is the responsibility of the proposer submitting the RFP to obtain all addenda's and verify that all addenda have been received prior to RFP submission.
- C. Specimen copy or samples of the following:
 - 1) Benefit booklets
 - 2) Summary Plan Description
 - 3) Explanation of Benefits Statement
 - 4) Informational cards
 - 5) Billing and Report Samples
- D. Descriptive literature on the employee assistance and provider network(s).
- E. Completion of financial ratings or provide financial report(s) as outlined within this RFP.
- F. Information an experience and references as requested on Proposal Forms.

3. **Payment**

Partial payments in the full amount for the value of items received and accepted may be requested by the submission of a properly executed original invoice, with supporting documents if required. Payment for accepted equipment/supplies/services will be accomplished by submission of an original invoice, in duplicate, to:

Clerk of the Circuit Court
Attention: Accounts Payable
221 Palafox Place
Pensacola, FL 32502

4. **Emergency Services**

The contractor resulting from this solicitation is for services that are required during **EMERGENCY** situations such as hurricanes, major fires, etc. Time is of the essence during these situations and the vendor awarded this contract should be able to be contacted at any time, day or night.

The Proposal Form provides for the emergency information to be supplied. Please be sure to include all this information when returning your proposal.

NOTICE

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.

5. **Contract Term/Renewal/Termination**

- A. An initial Third Party Administrator (TPA) Services contract from October 1, 2017 through and including December 31, 2020, a period of thirty-nine (39) months, is required with Escambia County, having the option of renewing the program for two (2) additional plan years thereafter.

Renewal guarantees are encouraged and will be considered favorably.

Proposals are requested to provide pre-determined fees for run-out claims administration charges in the event of cancellation/non-renewal of the plan.

Renewal of the contract shall be subject to appropriation of funds by the Board of County Commissioners.

- B. The purchase order or contract will be subject to immediate termination if either product or service does not comply with specifications as stated herein or fails to meet the county's performance standards. In the event that any of the provisions of the contract are violated by awarded vendor, Escambia County may serve written notice upon the awarded vendor of its intention to terminate the contract. Such notice is to state the reason(s) for such intention to terminate contract. The liability of the vendor for any and all such violation(s) shall not be affected by any such termination and his surety, if any, shall be forfeited.

6. RATE GUARANTEE PERIOD

Regardless of actual enrollment, the initial rates shall be guaranteed for thirty-nine (39) months. Changes after the initial thirty-nine (39) month period shall be subject to the Rerating Endorsement.

7. REMUNERATION OF AGENT/BROKER

Any remuneration or other similar compensation included must be shown separately. Remuneration arrangements, if any, will be between the County, the successful proposer and any agent, broker or other intermediary representing the successful proposer.

8. AUDIT REQUIREMENT

At the sole option of the County, the successful Proposer shall submit to an audit by, or on behalf of, the County of the successful Proposer's files and procedures as they relate to the County.

9. ELIGIBILITY AND ENROLLMENT

Coverage must match the County's current eligibility requirements, which is described in the Scope of Coverage section. This includes employees and eligible dependents from the Board of County Commissioners, Clerk of Court, Property Appraiser, Supervisor of Elections, Tax Collector, Santa Rosa Island Authority, and Escambia County Housing Authority.

10. CONTINUITY OF COVERAGE (NO LOSS/NO GAIN PROVISION)

All proposals must provide continuous coverage for all current plan participants and guaranteed insurability to all eligible employees, thereby assuring no lapse or loss of coverage.

11. SCOPE OF COVERAGE

The County currently provides an Employee Assistance Program for all employees who are in a full-time regular position and works at minimum of 30 schedule hours per week. Coverage starts the first of the month following 30 days of employment. The Employee Assistance Program provides three (3) visits for each employee and three (3) visits for each eligible dependents, orientation and training for all employees and management and provides management a referral capability. Provider must follow Affordable Care Act and The Health Insurance Portability and Accountability Act of 1996 in regards to practice of the employee and their dependents.

Proposals should provide quotes based on plans that most closely match the County's current plan.

The proposer must fully explain all funding details, attach copies of all contracts that must be entered into, and provide other information needed for evaluation.

12. SCOPE OF SERVICES

The County is seeking the professional services of a qualified provider to provide professional counseling and training of employees and management team on various areas related to an employee assistance program. The County is particularly interested in the extent and the quality of the providers for employees and their dependents in the Escambia County area.

13. **CONTRACT**

The selected contractor shall be required to assume responsibility for all services offered in their proposal. The selected contractor shall be the sole point of contact with regard to contractual matters including payments of any and all changes resulting from the contract.

14. **CHANGES – SERVICE CONTRACTS**

The County may at any time by issuance of an executed change order make changes within the general scope of the contract in any of the following areas:

- A. Description of services to be performed.
- B. Time of performance (i.e., hours of the day, days of the week, etc.).
- C. Place of performance of the services.

If additional work or other changes are required in the areas described above, an offer will be requested from the contractor. Upon negotiation of the offer, execution, and receipt of the change order, the contractor shall commence performance of the work as specified.

The contractor shall not commence the performance of additional work or other changes not covered by this contract without an executed change order issued by the office of purchasing. If the contractor performs additional work beyond the specific requirements of this contract without an executed change order, it shall be at his own risk. The County assumes no responsibility for any additional costs for work not specifically authorized by an executed change order.

15. **LICENSES, CERTIFICATIONS, REGULATIONS**

The offeror shall at any time of proposal submission meet the license, certification, registration, and any other requirements of the State, County, City and/or any other agency of authority with jurisdiction in such matters as necessary to perform the contractual services requested in this solicitation.

Copies of such licenses, certifications, registrations and any other requirements should be provided with the proposal submission; and, the offeror shall provide follow-up evidence that as the contractor they maintain such credentials throughout the period of agreement.

16. **TERM OF OFFER**

An offer shall constitute an irrevocable offer for a period of ninety (90) days from the solicitation opening date or until the date of award, whichever is earlier. In the event that an award is not made by the county within ninety (90) days from the solicitation opening date, the offeror may withdraw his offer or provide a written extension of his offer.

17. **TERMINATION (SERVICES)**

The Contract Administrator shall notify the Office of Purchasing of unsatisfactory performance and/or deficiencies in service that remain unresolved or recurring. The Office of Purchasing shall notify the contractor, in writing, of such unresolved or recurring deficiencies within five (5) working days of notification by the Contract Administrator.

Upon the third such written notification of unsatisfactory performance and/or deficiencies to the contractor by the Office of Purchasing within a four (4) month period; or the sixth such notification within any contract term, shall result in issuance of written notice of immediate contract termination to the contractor by the Office of Purchasing. Such termination may also

result in suspension or debarment of the contractor.

18. TERMINATION (PUBLIC RECORDS REQUEST)

If the contractor refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the contractor in conjunction with this agreement then the county may, without prejudice to any right or remedy and after giving the contractor and his surety, if any, seven (7) days written notice, during which period contractor still fails to allow access, terminate the employment of the contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the contractor, and may finish the project by whatever method it may deem expedient. In such case, the contractor shall not be entitled to receive any further payment until the project is finished. Reasonable terminal expenses incurred by the county may be deducted from any payments left owing the contractor (excluding monies owed the contractor for subcontract work.)

19. Insurance Requirements

A. Standard Insurance Requirements and Certificates

This offer contains an extensive insurance requirement. Offerors are encouraged to review these requirements with their insurance agents before submitting offers.

It is not necessary to have this level of insurance in effect at the time of submitting the offer.

A letter from the Offeror's insurance carrier will be required as evidence that the offeror will be able to obtain the levels of insurance as required by the contract and indicated on the Sample Certificate of Insurance should your firm be awarded the contract.

B. County Insurance Required

The contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Such policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the contract documents, whether such services, work and operations be by the contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The contractor shall require, and shall be responsible for assuring throughout the time the agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the contractor.

The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the contractor's interests or liabilities, but are merely minimums.

Except for workers compensation and professional liability, the contractor's insurance policies shall be endorsed to name Escambia County as an additional insured to the extent of

its interests arising from this agreement, contract or lease.

The contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

The contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the contractor or any other insurance of the contractor shall be considered primary, and insurance of the county, if any, shall be considered excess, as may be applicable to claims obligations which arise out of this agreement, contract or lease.

C. Workers Compensation Coverage

The contractor shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and with employers liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with the provisions of Florida Workers Compensation law.

Contractor shall also purchase any other coverages required by law for the benefit of employees.

D. Professional Liability/Malpractice/Errors and Omissions Insurance

The contractor shall purchase and maintain professional liability or malpractice or errors and omissions insurance with minimum limits of \$1,000,000 per occurrence. If a claims made form of coverage is provided, the retroactive date of coverage shall be not later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts. Coverage shall be extended beyond the policy year either by a supplemental extended reporting period of as great duration as available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made coverage.

E. Evidence/Certificates of Insurance

Required insurance shall be documented in certificates of insurance. If and when required by the County, certificates of insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the certificate of insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverage(s) indicated on each certificate of insurance.

New certificates of insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease.

Certificates should contain the following additional information:

1. Indicate that Escambia County is an additional insured on the general liability policy if Professional liability is purchased as an endorsement to a General liability Policy.
2. Include a reference to the project and the Office of Purchasing number.
3. Disclose any self-insured retentions in excess of \$1,000.

4. Designate Escambia County as the certificate holder as follows:

**Escambia County
Attention: Jeffrey Lovingood
Office of Purchasing, Room 11.101
P.O. Box 1591
Pensacola, FL 32591-1591
Fax (850) 595-4807**

5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the county, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the contractor's obligation to fulfill the insurance requirements herein.

If requested by the County, the contractor shall furnish complete copies of the contractor's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For commercial general liability coverage the contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

20. **INDEMNIFICATION**

Contractor agrees to save harmless, indemnify, and defend County and Architect/Engineer and their agents, officers and employees from any and all claims, losses, penalties, interest, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly on account of or in connection with the Work done by Contractor under this Agreement or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by any one for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. County and Contractor agree the first \$100.00 of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims made. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

REQUEST FOR PROPOSAL UNIFORM CONTRACT FORMAT

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Part II	General Information
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Part IV	Exhibit A – Scope of Work
Part V	Exhibit B – Proposal Questions and Documents
Part VI	Exhibit C – Criteria for Selection

PART I – SUMMARY

The Escambia County Board of County Commissioners is requesting proposals from qualified firms to provide professional Employee Assistance Program (EAP) services to our employees. The program includes professional counseling and training of employees and our management team on various topics of this request.

PART II - GENERAL INFORMATION

2-1 PURPOSE

The Board of County Commissioners of Escambia County is seeking the Professional Services of a qualified contractor to provide professional counseling and training of employees and management team on various areas related to employee assistance program.

2-2 OBJECTIVE

The primary objective of this Request for Proposal (RFP) is the selection of the most qualified and experienced contractor to provide Employee Assistance Program counseling services that is most advantageous to the County and its employees to include the following:

- A. Provide employees with an understanding of the effect which personal problems may have on job performance, and
- B. Provide troubled employees with a source of assistance in dealing with personal problems which affect job performance, and
- C. Provide supervisors with guidelines for recognizing and dealing with employees whose personal problems affect their job performance.

2-3 DESCRIPTION

A. Initial Evaluation

1. The initial evaluation shall be made available to employees within 48 hours of the request.
2. Employees in extreme crisis (harmful to self or others) will be seen by counselor, psychiatrist, or psychologist on an emergency basis within 24 hours of the request.
3. Employees shall have access to a local or toll-free telephone number, 24-hours seven days a week staffed with counselors to assist them.

B. Assessment

1. The Counselor will gather client demographic data, as well as obtain psychological, social and work history, as appropriate.
2. The Counselor will make a decision regarding the need for further treatment of the employee using the following guidelines in making this decision:

- a) If the problem focuses on a single issue, or if the employee is reasonable in control of his/her situation the Counselor may determine that short-term counseling is required.
- b) If the problem requires a specific type of professional assistance, or agency, the Counselor will then refer the employee to an appropriate referral service. The Counselor shall give the employee or family member an estimated cost of the referral service.
- c) When making a referral to an outside source, factors such as the skills and qualifications of the referral source, type and complexity of the employee's problems, the employee's insurance coverage and/or ability to pay and the geographic location of the referral source should be part of the assessment.

2-4 DAILY OPERATIONS

The day-to-day operations of the EAP program will be managed by Paulette Stallworth, Escambia County Human Resources Supervisor. The contracting agency shall be the Escambia County Board of Commissioners, c/o the Office of Purchasing, P.O. Box 1591, Pensacola, Florida, 32591-1591.

2-5 CONTRACT CONSIDERATION

It is expected that the contract shall be based on this proposal after negotiations.

2-6 REJECTION

The right is reserved by the Board of County Commissioners to accept or reject any or all proposals or to waive any informality, existing in any proposal, or to accept the proposal which best serves the interest and intent of this project and is from the most responsive and responsible proposer.

2-7 INQUIRIES

Questions regarding this Request for Proposal shall be directed to Jeffrey Lovingood, Purchasing Specialist, Office of Purchasing, email: jdlovingood@myescambia.com. All questions shall be submitted in writing. Written questions shall be submitted no later than 5:00p.m., CDT, July 10, 2017.

2-8 CENSUS DATA

Census can be provided to prospective Proposers upon request via email to Jeffrey Lovingood, Purchasing Specialist, Escambia County Office of Purchasing, jdlovingood@myescambia.com. Census data will be provided in Excel data format via email.

2-9 ADDENDA

Any changes made in the Request for Proposal shall be brought to the attention of all of those who have provided the proper notices of interest in performing the services.

2-10 SCHEDULE

The following schedule shall be adhered to in so far as practical in all actions related to this procurement:

- A. Mailing date of proposals: June 26, 2017.
- C. Receipt of Proposals: 3:30 p.m., CDT, July 19, 2017
- D. Discussion Meeting: 2:00 p.m., CDT, August 02, 2017
- E. Board of County Commissioners Meeting: September 07, 2017

2-11 PROPOSAL CONTENT AND SIGNATURE

One (1) original paper version of the proposal with original signature in indelible ink shall be required, having been signed by a company official, in indelible ink, with the power to bind the company in its proposal, and three (3) electronic copies containing the complete proposal shall be completely responsive to the RFP for consideration.

2-12 NEGOTIATIONS

The contents of the proposal from the successful firm shall become a basis for contractual negotiations.

2-13 RECOMMENDED PROPOSAL PREPARATION GUIDELINES

All contractors shall provide a straight forward and concise description of their ability to meet the RFP requirements. There shall be avoidance of fancy bindings and promotional material within. The proposal shall clearly show the technical approach to include work tasks, estimated time phasing, and the proposed approach rationale. The County discourages overly lengthy or costly proposals.

2-14 PRIME CONTRACT RESPONSIBILITIES

The selected contractor shall be required to assume responsibility for all services offered in the proposal. The selected contractor shall be the sole point of contact with regard to contractual matters, including payments of any and all changes resulting from the contract.

2-15 PERFORMANCE GUARANTEES

Proposers should confirm that they are willing to offer performance guarantees and that they are willing to permit the County access to claims offices, personnel and files to conduct audits necessary to verification of performance standards. Performance may be evaluated on a variety of issues, such as:

1. Timely delivery of finalized contracts for the selected program.
2. Timely delivery of informational cards; at, and subsequent to initial enrollment.
3. Timely delivery of plan documents, summary benefit comparison and summary plan description.
4. Provide positive drug test appointments for employees within five (5) business days of initial request.

5. Provide management referred appointments within 48 hours of initial request.
6. Provide annual training for the County's management team (approximately 120 employees).
 - a) Sessions shall be conducted at County facilities with various dates, times and locations.
 - b) Sessions shall be conducted within the first six months of the award of the contract; and annually thereafter.
 - c) This training shall cover topics such as performance-based identification of troubled employees, the management referral process, return-to-work conferences and consultation with the Provider.
 - d) All training materials shall be included in this request.
7. Provide policies that clearly define how employee personal information will be used, stored and protected.
8. Have all appropriate licenses and certifications required in the State of Florida to perform the services. Have sufficient, competent and skilled staff, with experience in performing the services described in the RFP.
9. Provide consultation services to the County's management team regarding the impact that employee personal issues have with job performance.
10. Provide consultation services to the County's management team regarding the impact that employee personal issues have with job performance.
11. Provide DOT-required substance abuse evaluations and return-to-work status reports for employees who have tested positive for use of alcohol and/or drugs in violation of federal, state and/or local laws, regulations and/or policies.
12. Schedule and provide reports to Human Resources on an annual basis reflecting number of employees using the services, number of dependents using the services, type of visits being referred for, self-referrals, management referrals, number of open cases and the number of closed cases.
13. Accuracy of claims coding and payments.
14. Telephone response time and appointment abandonments.
15. Quality of service to plan participants, as measured by periodic surveys.
16. Access to standards of care.
17. Collection of other threats to participants by providers not paid by the insurer.

State the extent to which these measurements will be applied specifically to account (account specific) versus your "book of business".

Suggestions on criteria for measuring performance and indications of how the organization is set-up to facilitate auditing of performance should be submitted. If the proposer has a performance guarantee agreement, provide a sample for review.

Please confirm your firm's willingness to enter into such an agreement and to negotiate appropriate terms and recommend appropriate incentives or disincentives (meaningful penalties) to make the performance guarantee practical.

2-16 DISCLOSURE

All information submitted in response to this RFP shall become a matter of public record, subject to Florida Statutes regarding public disclosure.

2-17 DELAYS

The Human Resources Supervisor reserves the right to delay scheduled due dates if it is to the advantage of the project.

2-18 WORK PLAN CONTROL

Control of the work plan to be developed under the RFP shall remain totally with the Escambia County Board of Commissioners.

2-19 METHOD OF PAYMENT

Payment schedule and basis of payment shall be negotiated.

PART III – INFORMATION REQUIRED FROM CONTRACTORS

ALL PROPOSALS SHALL INCLUDE THE FOLLOWING INFORMATION:

3-1 INTRODUCTION

Proposals shall include the complete name and address of their firm, and the name, mailing address, and telephone number of the person the County should contact regarding the proposal.

Proposals shall confirm that the firm will comply with all of the provisions in this RFP; and, if applicable, provide notice that the firm qualifies as a County proposer. Proposals shall be signed by a company officer empowered to bind the company. A proposer's failure to include these items in their proposals may cause their proposal to be determined to be non-responsive and the proposal may be rejected.

3-2 UNDERSTANDING OF THE PROJECT

Proposers shall provide a comprehensive narrative statement that illustrates their understanding of the requirements of the project and the project schedule.

3-3 METHODOLOGY USED FOR THE PROJECT

Proposers shall provide a comprehensive narrative statement that sets out the methodology they intend to employ and that illustrates how their methodology will serve to accomplish the work and meet the County's project schedule.

3-4 MANAGEMENT PLAN FOR THE PROJECT

Proposers shall provide a comprehensive narrative statement that sets out the management plan they intend to follow and illustrates how their plan will serve to accomplish the work and meet the County's project schedule.

3-5 EXPERIENCE AND QUALIFICATIONS

Provide an organizational chart specific to the personnel assigned to accomplish the work called for in this RFP; illustrate the lines of authority; designate the individual(s) responsible and accountable for the completion of each component and deliverable of the RFP.

Provide a narrative description of the organization of the project team.

Provide a personnel roster that identifies each person who will actually work on the contract and provide the following information about each person listed;

- A. Title,
- B. Résumé,
- C. Location(s) where work will be performed,
- D. Itemize the total cost and the number of estimated hours for each individual named above.

Provide reference names and phone numbers for similar projects your firm has completed

3-6

COST PROPOSALS

Proposer's cost proposals shall include an itemized list of all direct and indirect costs associated with the performance of this contract, including, but not limited to, total number of hours at various hourly rates, direct expenses, payroll, supplies, overhead assigned to each person working on the project, percentage of each person's time devoted to the project, and profit.

PART IV – EXHIBIT A –

Scope of Work for the Employee Assistance Program

The Escambia County Board of County Commissioners is requesting proposals from qualified firms to provide professional Employee Assistance Program (EAP) services to our employees. The program includes professional counseling and training of employees and our management team on various topics of this request.

1. OBJECTIVE

- A. Provide employees with an understanding of the effect which personal problems may have on job performance, and
- B. Provide troubled employees with a source of assistance in dealing with personal problems which affect job performance, and
- C. Provide supervisors with guidelines for recognizing and dealing with employees whose personal problems affect their job performance.

2. DESCRIPTION

A. Eligibility

- (1) Individuals who are employed by the Appointing Authorities and Agencies of Escambia County are eligible for services of the Employee Assistance Program.
- (2) Family members of the above employees are eligible for services of the Employee Assistance Program.
- (3) Employees and family members are eligible for up to three (3) sessions within a calendar year with a Counselor. There are currently over 1,800 employees and over 4,000 total member-lives.
- (4) These sessions are at no cost to the employee or family member.

B. Initial Evaluation

- (1) The initial evaluation shall be made available to employees within 48 hours of the request.
- (2) Employees in extreme crisis (harmful to self or others) will be seen by a counselor, psychiatrist, or psychologist on an emergency basis within 24 hours of the request.
- (3) Employees shall have access to a local telephone number that shall be answered during the Vendor's regular office hours.
- (4) Employees shall have access to a toll-free, 24-hour, seven-days-a-week Help Line staffed with counselors to assist them.

C. Assessment

- (1) The Counselor will gather client demographic data, as well as obtain psychological, social, and work history, as appropriate.
- (2) The Counselor will make a decision regarding the need for further treatment of the employee using the following guidelines in making this decision:
 - a. If the problem focuses on a single issue, or if the employee is reasonably in control of his/her situation, the Counselor may determine that short-term counseling is required.
 - b. If the problem requires a specific type of professional assistance, or agency, the Counselor will then refer the employee to an appropriate referral service. The Counselor shall give the employee or family member an estimated cost of the referral service.
 - c. When making a referral to an outside source, factors such as the skills and qualifications of the referral source, type and complexity of the employee's problems, the employee's insurance coverage and/or ability to pay and the geographic location of the referral source should be part of the assessment.

D. Location

- (1) A facility that is conveniently located in Escambia County.
- (2) A facility that provides for the confidentiality of appointments based on the Health Insurance Portability and Accountability Act (HIPAA) of 1996.

E. Referrals

(1) Self-referral:

The employee or a covered dependent can request the services of the EAP for personal problems related to financial or legal difficulties, family strife, and the ability to deal with stress, or other such factors may cause them to have psychological, emotional, medical, or substance (drug and alcohol) abuse problems.

(2) Management referrals:

When an employee's problems interfere with his/her job performance, the supervisor may refer the employee to the EAP to address the problem. Performance issues include, but are not limited to, absenteeism, tardiness, on-the-job accidents, disruptive behavior, and/or a significant documented reduction in quality or quantity of work.

- (3) Employees shall be referred to the EAP as a condition of employment in accordance with the County's Substance Abuse Policy.

- (4) A written return-to-work notification is required within 24 hours of their release from the program for employees who test positive for drug and/or alcohol in accordance with the County's Substance Abuse Policy and those referred by management.
- (5) If necessary, the supervisor or Human Resources will make an appointment with the Counselor for the employee.
- (6) No details regarding the personal problem will be disclosed to the supervisor.
- (7) The Counselor shall notify the employer within 24 hours if the employee fails to report for an appointment resulting from testing positive to drugs and/or alcohol or a management referral.

F. Follow-up

- (1) Employees who have used the services of the EAP will be contacted after one month following their last EAP visit to ensure that they have followed through with the recommendations. This contact will be made by a telephone or a personal visit with the Counselor.
- (2) Employees who have used the services of the EAP will again be contacted after six (6) months following their last EAP visit to insure that they have followed through with the recommendations. This contact will be made by a telephone call or by letter, as appropriate.

G. EAP Information and Training

- (1) Information about the Employee Assistance Program shall be made available within 30 days of the award of the contract to acquaint employees of the available services as part of the provided services.
- (2) Informational materials (e.g., website, brochures, newsletters, posters, wallet-sized cards, etc.) regarding the available services will be made available to all employees as part of the provided services.
- (3) Annual training will be conducted for managers and supervisors. This training will address the supervisor's role in the EAP, how the EAP services work, how to identify troubled employees, and how to make referrals to the program. This training part of the provided services.
- (4) In the event of a catastrophic event or employee death, on-site assistance/training/counseling may be required within twenty-four (24) hours' notice.

H. Client Records and Confidentiality

The Provider of this specification agrees that its employees, agents, and independent contractors are legally bound to the confidentiality requirements of federal, state and local regulations, laws, rules, etc.

I. Reporting Requirements

(1) **Non-identifiable statistical information will be provided to the County on a quarterly basis. This information shall include, but not be limited to: the total number of persons evaluated (employees, spouses and dependents), the number of self-referrals, the number of administrative referrals, disposition of referrals, the number of active cases, and the number of closed cases.**

(2) **The County may request an annual meeting to discuss and evaluate the program.**

J. Administrative Services

Except for the collection of premiums and as except otherwise noted in this RFP, the successful Proposer shall be totally responsible for the administration of the plan. These activities should include, but are not limited to, the following:

- (1) **Subject to the exercise of professional judgment, the winning Proposer shall accept and settle or deny all reported claims.**
- (2) **Design, print, and furnish descriptive literature and enrollment material in a sufficient quantity, an amount equal to, at minimum, 125% of the current number of employees enrolled. Additionally, certificates/booklets are to be provided as needed. These certificates must have a readability level acceptable to the County.**
- (3) **A Summary Plan Description (SPD) will be reviewed and approved by the County within ninety (90) days of the effective date of the contract.**
- (4) **Establish billing procedures that are compatible with the needs and organizational structure of the County.**
- (5) **Assign a staff person as the County's account representative.**
- (6) **Meet and attend meetings as requested by the County, to discuss the status of the plan, performance, audit, reports, and planning.**
- (7) **Verify claimant's eligibility for benefits based on eligibility requirements furnished by the County.**
- (8) **Maintain covered dependent information by dependent's name, date of birth, gender, social security number (if required), and relationship to insured.**
- (9) **Verify dependent status at least once per benefit year for dependents.**
- (10) **Screen for and refer back to Human Resources any workers' compensation claims.**
- (11) **Maintain the confidentiality requirements of federal and state laws by having adequate systems security features.**
- (12) **Coordinate with the County's choice of COBRA and/or HIPAA administrators, or at the County's option, provide COBRA and HIPAA administration. In either event, the successful proposer will pay COBRA beneficiary claims.**

- (13) **Establish and maintain a toll-free telephone number for customer service issues. Provide a 24-hour seven (7) days a week telephone number staffed with counselors to assist employees.**
- (14) **Be able to accept an interface from the County's HR system for billing and eligibility purposes. In addition, administer the plan on a detail billing remittance basis by division, separated by active employee and COBRA beneficiary.**
- (15) **Confirm accounting procedures and practices to generally accepted accounting principles.**
- (16) **Compare, maintain, and file with any applicable federal, state or local governmental agencies, any forms or reports as may be required from time to time by law; e.g., Form 5500, COBRA, etc.**
- (17) **Provide assistance with regard to: (1) problems arising in connection with insurance laws, (2) tax aspects of the Plan, (3) litigation arising out of the administration of the Plan, and (4) any other legal matters that may arise in the course of the operation of the Plan.**
- (18) **Supply all postage required to service the County's account.**
- (19) **Provide the County with evidence that a fidelity bond in the amount of not less than \$1,000,000 is maintained covering those employees or representatives of the successful Proposer who handle or have possession of monies of the Plan.**
- (20) **Provide the County evidence that an errors and omissions liability policy in the amount of not less than \$2,000,000 is maintained covering those employees or representatives of the successful Proposer who provide services to the County.**

3. EMPLOYEE ASSISTANCE PROGRAM QUALIFICATIONS

A. Background of Management and Counselors

The Provider will be authorized and licensed to do business in the State of Florida; with acceptable financial strength and staff to enable them to provide the desired level of service.

B. Organizational Structure

The Provider will furnish an organizational structure showing the line of authority within the organization.

C. References

References may be furnished to demonstrate that the Provider can provide service to a group of this size.

4. DELIVERABLES

A. EAP Services for the Employee

1. Provide an EAP Counselor or immediately upon initial telephone call which could be 24 hours/day, 7 days a week.
2. Provide a local telephone number which shall be answered during normal business hours (8:00 am to 5:00 pm CST)
3. Provide a local telephone number which shall be answered after normal business hours. If an answering service is to be utilized, the telephone call shall be referred to a Counselor within four hours.
4. Provide a toll-free telephone number which shall be answered 24 hours/day, 7 days a week. If an answering service is to be utilized, the telephone call shall be referred to a Counselor within four hours.
5. The EAP Counselor or an appointment scheduler shall provide an initial, brief assessment with the employee with instructions for the initial face-to-face visit.
6. The EAP Counselor shall assist the employee with referrals for long-term or specialized care based on assessed employee need.
7. Provide the employee and family members with three sessions per calendar year.
8. Provide/coordinate services that are covered by the County's benefits plans that will cover medical/behavior problems, including but limited to alcoholism, drug abuse, and mental/emotional disorder.

B. EAP services for the County

1. Provide a local telephone number which shall be answered after normal business hours. If an answering service is to be utilized, the telephone call shall be referred to a Counselor within four hours.
2. Provide onsite orientation for approximately 1,200 employees. Sessions shall be conducted at County facilities with various dates, times, and locations. Sessions shall be conducted within the first six (6) months of the contract. All training materials shall be included in this request.
3. Provide appointments for employees with a positive drug test within five (5) business days of initial request.
4. Provide management referred appointments within 48 hours of initial request
5. Provide a website for employees to access information about the company.
6. Provide annual training for the County's management team (approximately 120 employees). Sessions shall be conducted at County facilities with various dates, times, and locations. Sessions shall be conducted within the first six (6) months of the contract; and annually

thereafter. This training shall cover topics such as performance-based identification of troubled employees, the EAP management referral process, return-to-work conferences, and consultation with the EAP. All training materials shall be included in this request.

7. Provide consultation services to the County's management team regarding the impact that employee personal issues have with job performance.
8. Provide a variety of printed materials such as posters, wallet cards, online services, etc., to maximize awareness in the workplace and promote easy access to EAP services and support.
9. Provide quarterly utilization reports to the Human Resources Department. Reports should reflect number of employees using the services, number of family members using the services, type of visits being referred for, self-referrals, management referrals, number of open cases, and number of closed cases.
10. Schedule an annual meeting with Human Resources to discuss contract performance.
11. Provide DOT-required substance abuse evaluations and return-to-work status reports for employees who have tested positive for use of alcohol and/or drugs in violation of County policy.
12. Provide licensed professional EAP Counselors to deliver services. This includes the background of counselors, i.e. education, credentials, years of experience, etc.
13. Provide policies that clearly define how employee personal information will be used, stored and protected.

EXHIBIT B
PART V
PROGRAM QUESTIONS AND DOCUMENTS

The questions included in this Exhibit B must be answered in full within the original submitted proposal. Answers and any requested supporting documentation, explanations, or deviations shall be submitted together and be combined in a binder or booklet so that the Proposal can efficiently be studied.

1. PROPOSER'S IDENTIFICATION

Name of Insurer: _____

FEIN/SS#: _____

Address: _____

Insurer Proposal
Contact:

Telephone Number Daytime: _____

Telephone Number After Hours: _____

Email: _____

Fax: _____

Agent/Broker Firm: _____

Agent/Broker
Representative : _____

Telephone Number Daytime: _____

Telephone Number After Hours: _____

Email: _____

Fax: _____

2. PROGRAM COST

- A. For what range of employees are the proposed costs applicable (e.g., within 5%, 10% etc. of the census)
- B. If the number of enrollees is less than the plan members in the census data, but the age and sex mix are not materially different, will you honor your proposal as proposed?
- C. What rate/cost guarantees will you provide beyond the first thirty-nine (39) months, e.g. retention, trend, or other? Provide details.
- D. Will you agree to negotiate changes in proposed benefits and/or premiums, administration and other costs, if the County should desire to do so?
- E. What system do you have for verifying/confirming dependent eligibility?
- F. Have you disclosed all fees and costs in your proposal?

3. COVERAGE QUESTIONS

- A. Are sample summary benefit comparison and other benefits plan descriptions and riders provided for analysis?
- B. Will you assure that your takeover of administration of the plan from the current insurer/administrator will be on a no loss/no gain basis to participants and the County?
- C. Do you agree that coverage is to be provided to those that meet the County's eligibility requirements?
- D. Do you agree to cover all presently insured employees and dependents whether at work, disabled or otherwise on approved absence on the effective date of coverage?
- E. Have you provided descriptive material on all employee assistance provided and all limitations and exclusions?
- F. Are there any limitations and/or exclusions?
- G. Briefly describe to what extent benefits are provided out of the local service area, e.g. if a participant (employee, COBRA or dependent) needs counselor elsewhere in the United States or abroad.
- H. How are non-emergency services covered for participants who must travel for extended periods of time outside of their home location?
- I. How do you cover dependent students living out of the local area?
- J. What specific services or programs targeted at quality employee assistance care that are not addressed in the RFP do you offer that set you apart from your competitors? What do you do that is especially innovative?

4. PROVIDER - MANAGED CARE INFORMATION

Complete this section if your proposal utilizes a provider network, or indicate "N/A" if not applicable

A. Identify the name and address of the provider network that you are proposing:

Provider Network: _____
Contact: _____
Phone: _____
Address: _____

B. State the duration of your employee assistance provider contracts. For example, if most are "evergreen," state so and define what you mean by "evergreen". For major providers, indicate which contracts are for one year only (and the anniversary date), and which contracts are for longer than one year (and the expiration date of such longer term contracts).

C. Will County employees have access to network providers on a statewide basis? If No, explain why not.

D. Is provider network information available on the Internet?

Yes _____ No _____

If Yes, indicate website address:

What is the date of current directory?

How often is the directory updated?

E. Options – Attach a listing of current providers, including all counselors and employee assistance specialists as indicated below in Escambia, and Santa Rosa, counties. You may duplicate this chart if more than one network is proposed. Additionally, indicate on these listings those providers who are not accepting new patients.

5. SERVICE INFORMATION

A. Where is the administration facility located? _____

If not local, can the County contact the claims and/or administration departments by toll-free number? Yes _____ No _____

B. Indicate the name of the account representative that will service this account.

C. Please list (by person and title) all personnel who will implement and manage all services of the account. Please provide copies of any implementation tools, such as an "Implementation Log" or "Implementation Schedule Time line."

D. Will you require a new enrollment?

- E. Will you prepare literature describing the new plan in layman's terms and make such literature available for the employee meetings?**
- F. Will you provide an insurance policy/certificate/booklet (SPD), plan document, informational cards and other appropriate literature to describe benefits to employees?**
- G. In addition, will you furnish an electronic version of the certificates/booklets for the County to use on their website? Confirm these documents will be provided at no additional cost to the County.**
- H. To what extent do you recommend electronic enrollment? At what cost? Attach details.**
- I. What is your procedure and assistance for enrollment of employees who become eligible after plan inception?**
- J. The County and the current provider have interface capabilities eligibility purposes. The County uploads an automated enrollment (A/E) file from their system to their secure site providing updated employment data. Confirm if you are familiar with and can continue this practice.**
- K. The current provider also provides the County a monthly file with total number of coverage employees and the number of supervisory referral with services received by employees. Confirm if you are familiar with and can continue this practice.**
- L. What service hours will you provide for the County that will include time before and after the County's normal work hours and what access to service representatives will be available nights, weekends and holidays, if needed (describe your accommodations other than weekdays)?**
- M. Will you perform the following claims functions requested by the County?**
 - 1. Verify coverage and eligibility for benefits.**
 - 2. Verify/confirm dependent eligibility.**
 - 3. Make any necessary investigations or consultations with plan participants, medical care providers or others necessary to assure claim validity.**
 - 4. Properly review, process and pay claims.**
 - 5. Coordinate benefits with all available sources, if not prohibited by law.**
 - 6. Continuously advise with regard to actions, procedures, etc. which will result in control of claims and cost containment.**
- N. Does your contract include a "hold harmless" clause to protect employees from any fees for provider services rendered that are eligible charges according to the plan (except deductible and coinsurance), regardless of the reason for non-payment? If yes, describe.**
- O. Do you assume fiduciary liability for administration of the plan? If yes, explain the process for settlement of a claim dispute. If not, explain both the financial and legal support that will be available to the County.**

- P. Will your contract include a provision reserving the County the right to audit claims at its expense, as the County deems necessary?
- Q. Will you make all necessary records available for audit for up to three (3) years after the final year of your contract and assist the County regarding reconciliation of reports, if so requested?
- R. Will you perform all COBRA services needed by the County? Explain if there are any COBRA related services you will not provide.
- S. Will you administer HIPAA and assure compliance with HIPAA law?
- T. Will any costs incurred at installation of your plan, be expected to be incurred by the County? What cost and what amounts?
- U. Are you providing any sort of installation allowance to financially aid the County in getting through the installation?
- V. Have you provided an attachment of your performance guarantees? Are they specific to the County? If not, why? What is your total/maximum at-risk amount?
- W. Are you willing to negotiate alternative terms, and to recommend incentives and/or disincentives to make the performance guarantee(s) practical?
- X. Will you permit the County to perform audits regarding the performance guarantees?
- Y. Please confirm that you will provide the insurance coverage as described in the RFP. If there are any deviations, please state them here.
- Z. Identify any additional information about your proposal that the County should consider (attach and identify additional pages as necessary).

6. REPORTING SERVICES

- A. Will you provide monthly or quarterly summaries of enrollment, rates, premiums and claims, (within 30 days of the end of the month) with cumulative totals for the plan year, separately for participants by plan option? Explain any differences between what is requested and what you will provide.
- B. Will you provide such information separately for employees and their dependents, COBRA and their dependents, and total for all participants and all dependents?
- C. Have you submitted samples of billing reports formats and a management reporting systems available to the County?
- D. State specifically which of the following are automatically included in your proposed cost, and which are not. For reports not automatically provided, separately state the additional cost.
 - 1) Total charges by each type of employee assistance provider and for all employee assistance providers collectively. State the cost, if any.
 - 2) Total charges in-network versus out-of-network. State the cost, if any.

- E. Are you capable of modifying existing report formats to provide the premium/claims experience information wanted by the County?
- F. Have you stated which of the available claims reports and other management reporting systems you are including within the costs of your proposal?
- G. Have you stated the additional cost for reports not automatically provided?
- H. Describe how the County can have access to its data to produce reports on its own, and the support provided to assist the County in doing so.

7. INSURER STABILITY

- A. Is the insurer authorized to do business in Florida?
- B. Does your proposed program comply with all applicable Federal and Florida Statutes regarding disability insurance, and will you assure future compliance?
- C. Briefly describe your organization and its history, number of years of providing services, legal structure, and ownership.
 - 1) What year did the insurer begin business in Florida?
 - 2) Provide your current financial rating from each of the following firms. If not applicable, please indicate by "N/A."

<u>Rating Firm</u>	<u>Rating</u>
A.M. Best	_____
Moody's	_____
Standard & Poor's	_____
Weiss Ratings, Inc.	_____

- 3) How many employees does your company have?
- 4) How many employees does your company have in Florida?
- 5) What comments can you offer in assurance of your financial stability and your long term commitment to the Florida market, especially with regard to Escambia and surrounding counties?

8. CLIENT REFERENCE

- A. Indicate the number of currently contracted employers in the State of Florida.
- B. Indicate the number of currently contracted public-sector employers in the State of Florida.
- C. List a minimum of four (4) current clients with similar size and/or industry as Escambia County with the following information.
 - Client Name

- **Contact Name and Title**
- **Address**
- **Phone and Fax**
- **Email Address**
- **Length of Client Relationship**
- **State if a current or past client**
- **Insurance Services Provided**
- **Number of Employees**

Please note: References must be specific to the proposed coverage(s) and/or services(s). If it becomes clear that a reference was utilized for one service, yet the reference is not applicable for that service, the reference will not be used for the non-applicable service.

9. DEVIATIONS FROM MODEL PROGRAM

Indicate whether your proposal will or will not comply with the RFP with respect to the coverage, service or provision listed in the RFP. All endorsements set forth in the RFP are to be included **VERBATIM in the contract unless indicated to the contrary on the Proposal Form.**

The absence of any notation will be presumed to indicate full compliance.

10. ADDITIONAL COMMENTS/DEVIATIONS

If your proposal does not fully comply with any provision, condition or requirement in this RFP, explain fully (attach and identify additional pages as necessary) the alternative provision, condition or requirement proposed.

11. PROPOSER'S WARRANTY

The undersigned person, by the undersigned's signature affixed hereon, warrants that:

- A. The undersigned is an officer, partner or a sole proprietor of the firm (insurer) and the enclosed proposal is submitted on behalf of the firm;
- B. The undersigned has carefully reviewed all the materials and data provided on the insurer's proposal on behalf of the insurer, and, after specific inquiry, believes all the material and data to be true and correct;
- C. The proposal offered by the insurer is in full compliance with the Minimum Qualifications of Proposer set forth in this RFP;
- D. The insurer authorizes the County, its staff or consultants to contact any of the references provided in the proposal and specifically authorizes such references to release either orally or in writing any appropriate data with respect to the insurer offering this proposal;
- E. The undersigned has been specifically authorized to issue a contract in full compliance with all requirements and conditions, as set forth in this RFP, other than those deviations noted above;
- F. If this proposal is accepted, the contract will be issued as proposed.

Name of Firm/Insurer

Signature of Authorized Representative (Original Signature Only – No Photocopies)

Printed Name of Authorized Representative

Title of Authorized Representative

Date Signed by Authorized Representative

PART VI

EXHIBIT C

	SELECTION CRITERIA	POINTS
1.	Experience in providing EAP services that deliver assessment and brief, solution-focused counseling in a safe, private, and confidential environment, including return-to-work status letters to the County.	20
2.	Appropriate number of available qualified, professional EAP Counselors with experience in providing EAP services to deliver required services.	10
3.	Counselors who have the Certified Employee Assistance Provider designation.	5
4.	Ability to answer telephone calls during regular working hours (8:00 am to 5:00 pm) and a source to receive and respond to after hour requests.	20
5.	EAP Orientation for all employees	10
6.	Training for managers and supervisors in the EAP management referral process and consultation with the EAP (i.e., working with difficult employees, return-to-work conferences, etc.).	20
7.	Ability to provide to the County comprehensive, user-friendly EAP utilization and activity reports.	15
	TOTAL	100

**BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA**

OFFICE OF PURCHASING

213 PALAFOX PLACE, 2nd Floor
P.O. BOX 1591
PENSACOLA, FL 32591-1591
TELEPHONE (850)595-4950
(SUNCOM) 695-4950
TELEFAX (850)595-4505
<https://myescambia.com/our-services/purchasing>



Paul R. Nobles
Purchasing Manager

July 13, 2017

To: All Known Prospective Bidders

ADDENDUM NUMBER 1:

Re: PD 16-17.049 Employee Assistance Program (EAP) for Escambia County Employees

All:

We recently sent you a Request for Proposals on the above-mentioned specification.

This Addendum #1 provides for questions and answers as follows:

A. The following are the performance guarantees required of the Proposer:

Proposers should confirm that they are willing to offer performance guarantees and that they are willing to permit the County access to claims offices, personnel and files to conduct audits necessary to verification of performance standards. Performance may be evaluated on a variety of issues, such as:

1. Timely delivery of finalized contracts for the selected program.
2. Timely delivery of informational cards; at, and subsequent to initial enrollment.
3. Timely delivery of plan documents, summary benefit comparison and summary plan description.
4. Provide positive drug test appointments for employees within five (5) business days of initial request.
5. Provide management referred appointments within 48 hours of initial request.
6. Provide annual training for the County's management team (approximately 120 employees). Sessions shall be conducted at County facilities with various dates, times and locations. Sessions shall be conducted within the first six months of the award of the contract; and annually thereafter. This training shall cover topics such as performance-based identification of troubled employees, the management referral process, return-to-work conferences and consultation with the Provider. All training materials shall be included in this request.

7. Provide policies that clearly define how employee personal information will be used, stored and protected.
8. Provide licensed professional Counselors to deliver services. This includes the background (education, credentials, experience, etc.) of Counselors.
9. Provide consultation services to the County's management team regarding the impact that employee personal issues have with job performance.
10. Provide consultation services to the County's management team regarding the impact that employee personal issues have with job performance.
11. Provide DOT-required substance abuse evaluations and return-to-work status reports for employees who have tested positive for use of alcohol and/or drugs in violation of federal, state and/or local laws, regulations and/or policies.
12. Schedule and provide reports to Human Resources on an annual basis reflecting number of employees using the services, number of dependents using the services, type of visits being referred for, self-referrals, management referrals, number of open cases and the number of closed cases.
13. Accuracy of claims coding and payments.
14. Telephone response time and appointment abandonments.
15. Quality of service to plan participants, as measured by periodic surveys.
16. Access to standards of care.
17. Collection of other threats to participants by providers not paid by the insurer. State the extent to which these measurements will be applied specifically to account (account specific) versus your "book of business". Suggestions on criteria for measuring performance and indications of how the organization is set-up to facilitate auditing of performance should be submitted. If the proposer has a performance guarantee agreement, provide a sample for review. Please confirm your firm's willingness to enter into such an agreement and to negotiate appropriate terms and recommend appropriate incentives or disincentives (meaningful penalties) to make the performance guarantee practical.

B. The following are specific questions that were submitted and are answered below:

Q: Who is currently providing EAP services to Escambia County?

A: Behavioral Health Systems

Q: How long has the current vendor been providing services?

A: 3 years

Q: What issues/concerns does the County have with their current EAP plan?

A: We have no real concerns. Direction from our Board is that we test the market.

Q: Why is the County currently out to bid?

A: End of Contract period

Q: Does the County have any metrics available around utilization of the current EAP that could be shared?

A: Yes, these will be supplied separately.

Q: The RFP only mentions EAP services, is the County also interested in Work Life Services? i.e. Legal consultation, Financial consultation and employee/family concierge services

A: No, this outside the scope of our current mandate.

Q: Are DOT/SAP evaluations currently included within the existing EAP?

A: Yes

Q: If yes, are a certain number of DOT/SAP Evaluations included within the Per Employee Per Year rate or are they provided on a fee-for-service basis?

A: Fee-for-service basis

Q: How many DOT/SAP evaluations have been conducted in each of the last 3 years for the County?

A: 3 in 2015

Q: What is the current Per Employee Per Month rate or annual contract dollar amount for the existing EAP?

A: \$1.25 per contract

Q: How is the County currently handling Fit for Duty evaluations?

A: Through Management directed referrals

Q: How many FFD evaluations has the County had in each of the last 3 years?

A: 2015 - 3; 2016 - 8 and 2017 - 4

Q: Are FFD evaluations currently included within the existing EAP?

A: No

Q: If not included in the PEPY rate, what is the existing FFD case rate?

A:

Q: How many Critical Incidents has the County experienced in each of the last 3 years?

A: 2016 - 1

Q: How many hours of on-site Critical Incident Stress Management sessions, if any, were conducted over each of the last three years?

A: 6

Q: How many training hours were used in each of the last 3 years?

A: 2015 - 3; 2016 - 3 and 2017 1

Q: How many annual trainings for the County's management team is the County requesting?

A: 1 per year

Q: How many hours do each of these training's last?

A: not less than 2 hours

Q: How many hours is the on-site orientation?

A: 1 hour

Q: The RFP mentions that a Financial Statement should be submitted.

A: A financial statement is not required. Below is a copy/paste of the section within the specification that covers financial information. This information is required.

A. Briefly describe your organization and its history, number of years of providing services, legal structure, and ownership.

1) What year did the insurer begin business in Florida?

2) Provide your current financial rating from each of the following firms. If not applicable, please indicate by "N/A."

<u>Rating Firm</u>	<u>Rating</u>
A.M. Best	_____
Moody's	_____
Standard & Poor's	_____
Weiss Ratings, Inc	_____

3) How many employees does your company have?

4) How many employees does your company have in Florida?

5) What comments can you offer in assurance of your financial stability and your long-term commitment to the Florida market, especially with regard to Escambia and surrounding counties?

Q: Can the County provide a census of the employees (zip codes only) for a Geographic Provider Access Report?

A: Yes, this item is attached in a separate Excel file.

This Addendum Number 1 is furnished to all known prospective bidders. Please sign and return one copy of this Addendum, with original signature, with your bid as an acknowledgement of your having received same. You may photo copy this form for your records.

Sincerely,



**Jeffrey Lovingsood
Purchasing Specialist**

Acknowledgement of Receipt of Addendum:

SIGNED: _____

COMPANY: _____

ENC.

JDL

BEHAVIORAL HEALTH SYSTEMS, INC.

**EMPLOYEE ASSISTANCE PROGRAM COMPONENTS
CAPITATED RATE SCHEDULE FOR
ESCAMBIA COUNTY, FLORIDA**

<u>TREATMENT-RELATED SERVICE</u>	<u>FEES</u>
CAPITATION FEE (3-Visit Per Year) <i>Includes claims processing, QA, and utilization reports</i>	\$1.15 PEPM*
<u>Initial Patient Consult/Treatment Plan Development</u> Includes BHS intake, explanation of benefit plan, chart set-up, eligibility verification; assessment provider/specialty/level of care determination & referral.	Included
<u>BHS Assessment</u> Includes face-to-face assessment. Evaluation performed by a licensed clinical Psychologist or Masters prepared therapist as deemed appropriate.	Included
<u>Short-term Counseling Services</u> Comprehensive counseling services when deemed appropriate in areas listed above, performed by most appropriate level of qualified professional. Licensed Clinical Psychologist or Masters level Counselor	Included
<u>Care Coordination</u> Coordination of staff services, coordination of care with community resources, additional treatment services and medical plan	Included
<u>Initial Orientation at Corporate Headquarters</u>	Included
<u>32-Hours of Onsite Support</u> Includes education and training services, health fairs and lunch-n-learns	Included
<u>One (1) Critical Incident Stress Debriefing</u> Maximum four hours onsite.	Included
<u>Access to BHS Online/Work Life</u>	Included
<u>Telephonic Management Consultations</u> Provided through BHS staff.	Included
<u>Employee Awareness & Education</u> Distribution of posters, email monthly newsletter, employee wallet cards (1/employee) and benefit summary sheets	Included

**39 month rate guarantee, based on 2,000 covered employees*



BEHAVIORAL HEALTH SYSTEMS, INC.

**EMPLOYEE ASSISTANCE PROGRAM SUMMARY
ESCAMBIA COUNTY, FLORIDA**

**BHS Exclusive Provider Network
Coverage for All In-Network Qualified/Licensed Professionals
Confidential Services**

EMPLOYEE ASSISTANCE PROGRAM

- Initial Assessment & 2 Visits Paid at 100% when BHS PPO Network is Used
- Available each Calendar Year (Plan Year)
- Available to all Employees and Dependents
- May be used for stress, grief and loss, financial, substance abuse concerns for self or others, and other individual and family issues

EAP ADVANTAGES

- Access to the BHS national provider network (including LPCs, LCSWs and PHDs)
- Dedicated Master's-Level BHS Care Coordinator
- Initial appointment scheduling
- Face-to-face assessment on every case
- 24 hours a day, 7 days a week emergency access
- BHS A.S.S.I.S.T. Online Work/Life Resources (includes eldercare and childcare locators and videos, articles, forms and assessments on a variety of topics)

**BEHAVIORAL HEALTH SYSTEMS, INC.
ESCAMBIA COUNTY, FLORIDA
EMPLOYEE ASSISTANCE PLAN
COVERED CONDITIONS**

Covered Services and Conditions

The following constitute covered mental health or substance abuse services or conditions when approved by BHS and provided in an office-based setting to eligible persons:

- A. Treatment or services rendered in connection with mental illnesses classified in the Diagnostic and Statistical Manual of Mental Disorders (DSM-5) categories 291.81 – 314.01 and V Codes, except as stated below.
- B. Covered services rendered by a licensed provider, who is approved by BHS for the type of service being rendered, as a paneled, referral, or case specific provider.
- C. Initial assessment/other psychological diagnostic services for the purpose of diagnosing a mental, nervous or substance abuse condition.

Non-Covered Services and Conditions

The following services or conditions do not constitute covered mental health or substance abuse services or conditions, unless shown to be required by federal or state law or regulation:

- I. Evaluative and educational services. Examples include speech and occupational therapy; services to assess or resolve academic performance problems; services which schools are required to provide; services for learning disorders or intellectual disability; services to establish functional capacity related to medical conditions.
- II. Administrative, legal, and judicial services. Examples include records review and report preparation, services for obtaining or maintaining employment or to determine disability; services where the primary focus of treatment is illegal or criminal behavior; care provided by or through any governmental facility, program, law, or agency.
- III. Self care and improvement services. Examples include dietary management; retreats or seminars for self-improvement; biofeedback; services which do not require a licensed provider for the patient's condition.
- IV. Other:
 - A. Simple intoxication, or assessment/care rendered to a patient while under the influence of alcohol or other substances.
 - B. Treatment or services related to narcotic maintenance therapy.
 - C. Psychiatric evaluation, medication evaluation, medication management or any other services provided by a physician (psychiatrist), physician assistant (P.A.) or nurse practitioner; psychological or neuropsychological testing.
 - D. Services for which the patient is not obligated to pay, or for which there would be no charge if the patient had no EAP benefits.
 - E. Treatment or services received after the date the member's EAP benefit eligibility has ended. In instances where a member is eligible for but has not yet elected COBRA, payment of benefits will not occur until COBRA continuation and benefit eligibility is confirmed.
 - F. Claims received after a period of 12 months from the date treatment or services were rendered, except as otherwise required by the plan.
 - G. Charges for missed provider appointments.
 - H. Assessment, consultation or treatment conducted via telephone, on-line or by any means other than direct face-to-face care.

BEHAVIORAL HEALTH SYSTEMS
EMPLOYEE ASSISTANCE PROGRAM SERVICES
FEE FOR SERVICE RATE SCHEDULE

MANAGEMENT SERVICES (OPTIONAL)

FEES⁽¹⁾

Consultation/Technical Assistance – Assistance in the benefit plan design, development and implementation of written corporate policies and procedures (sexual harassment, workplace violence, drug-free workplace, etc.); pharmacy/other claims analyses.

\$150/hour

Critical Incident/Crisis Response – Coordination with onsite contact(s) and local authorities, assessment of incident needs, development of response plan, locating/securing trained clinicians, printed materials for employees, evaluation and follow-up (24/7 onsite response within 2 hours of call).

\$250-\$450/hour⁽²⁾

Conflict Mediation – Communication with involved parties, assessment of situation, recommendations for response, onsite consultation, counselor-led mediation session and follow-up.

\$150/hour

Employee Health Fairs/Other Onsite Representation – Includes BHS representative, promotional material (magnets, pens, etc.), resource information and brochures.

\$150/hour

Employee Wallet Cards/Member Guides/Promotional Materials

As quoted

Online Work/Life – Online work/life service which includes unlimited access to a comprehensive website with searchable databases and education materials (topics include, but not limited to: Child Care, Adult Care, Adoption Assistance, Education Assistance, Health and Well-Being and Daily Living).

Included

Employee Wellness Program – Full complement of wellness-related services. Refer to Wellness Program details.

As quoted

Telephone Management Consultation (one hour per incident)

No charge

Management Support Other – Upon client request/court order re employee/client legal action: records review, deposition preparation, testimony appearance, subpoena response, external legal counsel, consultation with client.

\$150/hour
(plus OOP
reimbursement)

Statistical Reporting – Standard BHS quarterly reports detailing utilization, referral source, costs, etc.

No charge

SUPERVISORY SERVICES

Supervisory Follow-up (incident-specific) – Meetings with supervisors to assist in problem resolution, quality assurance procedures, etc.

\$150/hour

Manager/Supervisory Training – Initial/on-going training/workshops focusing on implementation of the EAP, how to identify a troubled employee, confrontation techniques, or other topic-specific training; includes all customized presentation materials (training outline, participant handouts, overhead/PowerPoint slides), locating/scheduling providers, participant certificates and evaluations, confirmation letters, and evaluation results.

As quoted

Peer Support/Focus Groups

\$250/hour

Pre-Certification Screenings/Case Management – In concert with employer's utilization review procedures, determines/recommends need for residential/inpatient/outpatient treatment and assists in referral process.

\$100/hour



SUPERVISORY REFERRALS

Supervisory Referral Initial Patient Consult/Treatment Plan Development
 Includes BHS intake, explanation of benefit plan, chart set-up, eligibility verification; assessment provider/specialty/level of care determination & referral. \$ 200 per intake

Supervisory Referral BHS Gatekeeping/Assessment
 Includes face-to-face assessment. Evaluation performed by a Psychiatrist, clinical Psychologist or Masters prepared therapist as deemed appropriate. (May include minimal psychological testing as needed.) \$ 190/hr (MD)
 \$ 165/hr (non-MD)

Supervisory Referral Short-term Counseling Services
 Comprehensive counseling services when deemed appropriate in areas listed above, performed by most appropriate level of qualified professional.

Individual therapy (MD) \$ 125
 Individual therapy (non-MD) \$ 110

Lab/Testing/Neuropsych/ECT/ER/Transportation/Non-PPO Services ≤ UCR or as negotiated

DOT SA and Return to Work Evaluations \$250-450 per hour

EMPLOYEE SERVICES (OTHER)

Employee Workshops (Groups up to 50) – Includes all customized presentation materials: workshop outline, participant handouts, overhead PowerPoint presentation, location/scheduling providers, participants certificates and evaluation, confirmation letter, and evaluation results. \$250

Downsizing/Outpatient Counseling – Includes onsite counselor(s) for group or individual counseling, written materials, resource information, and follow-up. \$200/hour

Employee Orientation (Groups up to 100) – Employee in-services to inform all employees of EAP benefits. As quoted

Employee Awareness and Education – On-going distribution of posters, payroll stuffers, newsletter articles and employee letters related to EAP benefits. As quoted

Online Training Programs – A series of discipline-specific training sessions designed to maintain requirements for CEU credit(s). As quoted

NOTIFICATION POLICY: There may be an additional fee of \$100 per hour for any employer onsite service that is requested with less than 72 hours' notice (non-critical incident).

CANCELLATION POLICY: A cancellation fee may be billed for any onsite service(s) cancelled with less than 72 hours' notice.

1. Travel expenses shall be billed separately, as applicable.
2. Prices may vary depending upon type of crisis, location, number of counselors needed to respond, and date/time onsite services are requested.