

**AGREEMENT BETWEEN
LAKE COUNTY, FLORIDA, AND
COMPSYCH EMPLOYEE ASSISTANCE PROGRAMS, INC.
FOR EMPLOYEE ASSISTANCE PROGRAM SERVICES**

RFP # 23-519

This is an Agreement between Lake County, Florida, a political subdivision of the State of Florida, herein referred to as the COUNTY, by and through its Board of County Commissioners, and ComPsych Employee Assistance Programs, Inc., a foreign profit corporation authorized to conduct business in the State of Florida, its successors and assigns, herein referred to as the CONSULTANT.

WITNESSETH

WHEREAS, the COUNTY publicly submitted a Request for Proposals (RFP) #23-519 seeking firms or individuals to provide employee assistance program services; and

WHEREAS, the CONSULTANT desires to perform such services subject to the terms of this Agreement; and

WHEREAS, the provision of such services will benefit the parties and the residents of Lake County, Florida.

NOW, THEREFORE, IN CONSIDERATION of the mutual terms, understandings, conditions, promises, covenants and payment hereinafter set forth, and intending to be legally bound, the parties hereby agree as follows:

Article 1. Recitals.

1.1 Legal Findings of Fact. The foregoing recitals are hereby adopted as legislative findings of the Board of County Commissioners and are ratified and confirmed as being true and correct and are hereby made a specific part of this Agreement upon adoption hereof.

Article 2. Purpose.

2.1 The purpose of this Agreement is for the CONSULTANT to provide professional / consultation Employee Assistance Program (EAP) services, including, but not limited to, providing confidential and professional EAP services to benefit-eligible employees and their dependents with up to six (6) in-person sessions per issue for assessment, referral, and short-term counseling and up to three (3) fifty (50) minute telephonic Life Coaching sessions per issue, as well as providing other EAP services as needed by the COUNTY.

Article 3. Scope of Professional Services.

3.1 On the terms and conditions set forth in this Agreement, the COUNTY hereby engages the CONSULTANT to perform the services set forth herein in the Scope of Services, attached hereto and incorporated herein by reference as **Exhibit A**; the CONSULTANT'S proposed solution and executive summary, attached hereto and incorporated herein by reference as **Exhibit B (Composite)**; as well as CONSULTANT'S bid response, including all addenda, attached hereto and incorporated herein by reference as **Exhibit C (Composite)**. The CONSULTANT shall be governed by the Price Summary set

forth in **Exhibit D**, attached hereto and incorporated herein by reference, unless such schedule is amended by mutual, written agreement of each party's project manager.

3.2 Term: This Agreement will commence upon the first day of the next calendar month after approval by the COUNTY. The term of the Agreement will be for an initial one (1) year term with the option for two (2) subsequent two (2) year renewals. Renewals are contingent upon mutual written agreement. Continuation of the Agreement beyond the initial period, and any option subsequently exercised, is a COUNTY prerogative, and not a right of CONSULTANT. This prerogative will be exercised only when such continuation is clearly in the best interest of the COUNTY.

3.3 The prices set forth in **Exhibit D** shall prevail for the full duration of this Agreement. Any proposed services that are not included in this Agreement shall not exceed what is a reasonable and customary rate for this area, and for an entity of similar size and receiving similar services. The CONSULTANT shall maintain, for the entirety of this Agreement the same prices, terms, and conditions included within this Agreement. The Agreement remains in effect until completion of the expressed and implied warranty periods. The COUNTY reserves the right to negotiate for additional services/items similar in nature not known at the time of solicitation.

3.4 Open Quantity Contract: CONSULTANT agrees that this Agreement will be an open quantity contract. The COUNTY does not guarantee to CONSULTANT any minimum amount of work throughout the term of this Agreement.

3.5 Retaining Other Consultants. The CONSULTANT shall coordinate and work with any other consultants or consultants retained by the COUNTY, as necessary to perform the Services under this Agreement. The CONSULTANT acknowledges that nothing herein shall be deemed to preclude the COUNTY from retaining the services of other persons or entities undertaking the same or similar services as those undertaken by the CONSULTANT or from independently developing or acquiring materials or programs that are similar to, or competitive with, the services provided under this Agreement.

3.6 Purchase of Other Services. While the COUNTY has listed all major services which are utilized by the COUNTY'S related to this Agreement, there may be similar or ancillary items that must be purchased by the COUNTY during the term of this Agreement. Under these circumstances, a COUNTY representative will contact CONSULTANT to obtain a price quote for the similar or ancillary items. The COUNTY reserves the right to award these ancillary items to CONSULTANT, another vendor, or to acquire the items through a separate solicitation.

3.7 The Business Associate Agreement, attached hereto and incorporated herein shall govern all matters necessary to enforce the provisions of the HIPPA Privacy and Security Rules 45 CFR Parts 160, 162, and 164, as applicable to this contract, attached hereto and incorporated herein as **Exhibit E**.

Article 4. Payment.

4.1 Payment shall be made in accordance with the Price Summary as attached in **Exhibit D**. It is agreed that rates provided by the CONSULTANT shall include all costs associated with performance of the contract including travel and out-of-pocket expenses.

4.2 Payments shall be tendered in accordance with the Florida Local Government Prompt Payment Act, Part VII, Chapter 218, Florida Statutes. The COUNTY will remit full payment on all undisputed invoices within forty-five (45) days from receipt by the appropriate COUNTY using department. The

COUNTY will pay interest not to exceed 1% per month on all undisputed invoices not paid within thirty (30) days after the due date.

4.3 Invoices.

- A. The CONSULTANT shall submit invoices to the COUNTY user department at humanresources@lakecountyfl.gov, or a directed by the using department. In addition to the general invoice requirements set forth below, the invoices shall reference, as applicable, the corresponding work assignment. Submittal of these periodic invoices shall be on a monthly basis.
- B. All invoices shall contain the contract and/or purchase order number, date and location of delivery or service. Failure to submit invoices in the prescribed manner will delay payment, and the CONSULTANT may be considered in default of this Agreement and this Agreement may be terminated.

4.4 Improper Payment Requests and Invoice Disputes. Improper payment requests or invoices submitted by the CONSULTANT shall be resolved as provided for in the Florida Local Government Prompt Payment Act, Section 218.76, Florida Statutes.

4.5 Other than the payment schedule set forth in **Exhibit D** the CONSULTANT shall not be entitled to payment for any expenses, fees, or other costs it may incur at any time and in any connection with its performance hereunder.

Article 5. County Responsibilities

5.1 The COUNTY shall promptly review the deliverables and other materials submitted by the CONSULTANT and provide direction to the CONSULTANT as needed. The COUNTY shall designate one COUNTY staff member to act as the COUNTY'S Project Manager.

5.2 The COUNTY shall pay the CONSULTANT, in accordance with Article 4 above for services timely submitted, approved, and accepted by the COUNTY in accordance with the terms of this Agreement.

5.3 The COUNTY will calculate the number of eligible employees monthly for payment to the CONSULTANT.

Article 6. CONSULTANT'S Responsibilities

6.1 The CONSULTANT shall perform the work described in the Scope of Work, attached and incorporated by reference herein as **Exhibit A**; the CONSULTANT'S proposed solution and executive summary, attached and incorporated by reference herein as **Exhibit B (Composite)**; and CONSULTANT'S bid submittal and all addenda, and incorporated by reference herein as **Exhibit B (Composite)** and incorporated by reference herein as **Exhibit C (Composite)**.

6.2 The CONSULTANT shall assign the project personnel proposed and resources described in its submittal to the COUNTY'S RFP to fulfill this Scope of Services unless the COUNTY agrees to substitutions.

6.3 The CONSULTANT shall manage all sub-consultants to fulfill the Scope of Services.

6.4 The CONSULTANT shall provide all deliverables in format(s) as specified by the COUNTY.

Article 7. Special Terms and Conditions

7.1 Qualifications. All firms or individuals will be registered with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes. CONSULTANT shall be responsible for ensuring that all firms or individuals working under this Agreement have obtained at least the minimum thresholds of education and professional experience required by the statutes to perform the work required under this Agreement.

7.2 Termination. The COUNTY reserves the right to terminate this Agreement, in part, or in whole, or affect other appropriate remedy in the event the CONSULTANT fails to perform in accordance with the terms and conditions stated herein. The COUNTY further reserves the right to suspend or debar the CONSULTANT in accordance with COUNTY ordinances, resolutions, and/or administrative orders. The CONSULTANT will be notified by a written letter of the COUNTY'S intent to terminate with a fifteen (15) days' notice and an appropriate time period to cure any such breach. In the event of termination for default, the COUNTY may procure the required goods and/or services from any source and use any method deemed in its best interest.

A. Termination for Convenience. This Agreement may be terminated by the COUNTY upon thirty (30) calendar days' written notice to the CONSULTANT; but if any work, service or task under this Agreement is in progress but not completed on the date of termination, then this Agreement may be extended upon written approval of the COUNTY until the work, service, or task is completed and accepted. In the event this Agreement is terminated or cancelled upon the request and for the convenience of the COUNTY with the required thirty (30) calendar days' written notice, the COUNTY will reimburse the CONSULTANT for actual work satisfactorily completed.

B. Termination for Cause. This Agreement may be terminated by the COUNTY due to the CONSULTANT'S breach of a material term of this Agreement, but only after the COUNTY has provided CONSULTANT with fifteen (15) calendar days' written notice for the CONSULTANT to cure the breach and the CONSULTANT'S failure to cure the breach within that fifteen (15) day time period. If any work, service or task under this Agreement is in progress but not completed on the date of termination, then this Agreement may be extended upon written approval of the COUNTY until the work, service, or task is completed and accepted.

C. Termination Due to Unavailability of Funds in Succeeding Fiscal Years. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, this contract will be terminated immediately upon written notice by the COUNTY to the CONSULTANT and the CONSULTANT will be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the services/tasks provided under this Agreement.

7.3 Subcontracting. This Agreement shall not be subcontracted except with the written consent of the COUNTY'S Procurement Services Director. No such consent shall be construed as making the COUNTY a party to the subcontract or subjecting the COUNTY to liability of any kind to any subconsultant. No subcontract shall under any circumstances relieve the CONSULTANT of liability and obligations under this Agreement and all transactions with the COUNTY must be through the CONSULTANT. Subcontracting without the prior consent of the COUNTY may result in termination of the Contract for default.

7.4 Indemnity. The CONSULTANT will indemnify, defend and hold harmless COUNTY, its officers, employees, and agents from third party liabilities, damages, losses, and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of CONSULTANT, its personnel, employees, and other person utilized by CONSULTANT in the performance of this Agreement, including without limitation, defects in design, or errors or omissions that result in material cost increases to COUNTY. Such indemnification will include the payment of all valid third party claims, losses, and judgments of any nature whatsoever in connection therewith and the payment of all related fees and costs. The COUNTY reserve the right to defend itself with its own counsel or retained counsel at its own expense. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph or be deemed to affect the rights, privileges, and immunities of COUNTY as set for in Section 768.28, Florida Statutes.

7.5 Independent Contractor. The CONSULTANT agrees that it shall be acting as an independent contractor and shall not be considered or deemed to be an agent, employee, joint venturer, or partner of the COUNTY. The CONSULTANT shall have no authority to contract for or bind the COUNTY in any manner and shall not represent itself as an agent of the COUNTY or as otherwise authorized to act for or on behalf of the COUNTY. Additionally, the CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

7.6 Ownership of Deliverables. The CONSULTANT agrees all COUNTY specific reports and other data generated by the CONSULTANT under this Agreement or furnished by the COUNTY to the CONSULTANT shall be and remain the property of the COUNTY, including any applicable copyrights. The CONSULTANT shall perform any acts that may be deemed necessary or desirable by the COUNTY to evidence more fully transfer of ownership of all COUNTY specific reports to the COUNTY. Additionally, the CONSULTANT hereby represents and warrants that it has full right and authority to perform its obligations specified in this Agreement.

7.7 Return of Materials. Upon the request of the COUNTY, but in any event upon termination of this Agreement, the CONSULTANT shall surrender to the COUNTY all memoranda, notes, records, drawings, manuals, computer software, and other documents or materials pertaining to the services hereunder, that were furnished to the CONSULTANT by the COUNTY pursuant to this Agreement.

7.8 Changes in the Scope of Services.

A. The parties may at any time, by mutually agreed upon written change order, in accordance with the COUNTY'S Purchasing Policy and Procedures, increase or decrease the scope of the work. For changes in work requested by the CONSULTANT, the CONSULTANT must prepare and submit change order requests for the COUNTY'S approval. Each change order will include time and monetary impacts of the change, whether the change order is considered alone or with all other changes during the course of the Service. Both the COUNTY and the CONSULTANT must execute the change order for the order to become effective.

B. The value of such extra work or change will be determined by the contract unit values, if applicable unit values are set forth in this Agreement. The amount of the change will be computed from such values and added to or deducted from the contract price.

C. For work not contemplated by the original Agreement where the Project Manager determines the CONSULTANT is best suited to complete the work, CONSULTANT may complete the work under a time-and-materials agreement, as provided herein. Consultant's quote to complete the additional work will be limited to (i) the CONSULTANT'S reasonable direct material costs and reasonable actual equipment costs as a result of the change and (ii) direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit. In such case, the CONSULTANT will keep and present to the COUNTY an itemized accounting together with appropriate supporting data for the total cost incurred. In the event such changed work is performed by a subconsultant, additional work will be limited to (i) the subconsultant's reasonable direct material costs and reasonable actual equipment costs as a result of the change and (ii) direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit. CONSULTANT may charge appropriate reasonable direct hourly costs related to overseeing and subcontracting the work. All compensation due the CONSULTANT and any subconsultant for field and home office overhead is included in the markups listed above. Payment to CONSULTANT will be limited to the amount quoted by the CONSULTANT for the additional work, which the CONSULTANT exceeds at its own risk.

D. The COUNTY will not be liable to the CONSULTANT for any increased compensation in the absence of a written change order executed in accordance with the COUNTY's policy. The payment authorized by such a change order will represent full and complete compensation to the CONSULTANT for labor, materials, incidental expenses, overhead, profit, impact costs and time associated with the work authorized by such change order.

E. Execution by the CONSULTANT of a properly authorized change order will be considered a waiver of all claims or requests for additional time or compensation for any activities prior to the time of execution related to items included in the change order.

F. Upon receipt of an approved change order, changes in the Scope of Services must be promptly performed. All changes in work must be performed under the terms and conditions of this Agreement.

G. Change orders will not be issued for incidental items or tasks that should have been reasonably construed to be part of the project by the CONSULTANT.

7.9 Claims and Disputes.

A. Claims by CONSULTANT must be made in writing to the COUNTY within thirty (30) business days, unless another provision of this Agreement sets forth a different time frame, after the commencement of the event giving rise to such claim or CONSULTANT will be deemed to have waived the claim.

B. CONSULTANT shall proceed diligently with its performance as directed by the COUNTY, regardless of any pending claim, action, suit, or administrative proceeding, unless otherwise agreed to by the COUNTY in writing. The COUNTY shall continue to make payments on the undisputed portion of the contract in accordance with this Agreement during the pendency of any claim.

C. Claims by CONSULTANT will be resolved in the following manner: (1) Upon receiving the claim and supporting data, COUNTY will within fifteen (15) calendar days respond to the claim in writing stating that the claim is either approved or denied. If denied, the COUNTY will specify the grounds for denial. CONSULTANT will then have fifteen (15) calendar days in which to provide additional supporting documentation, or to notify the COUNTY that the original claim stands as is. (2) If the claim is not resolved, the COUNTY may, at its option, choose to submit the matter to mediation. A mediator will

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be mutually selected by the parties and each party will pay one-half (1/2) the expense of mediation. If the COUNTY declines to mediate the dispute, CONSULTANT may bring an action in a court of competent jurisdiction in and for Lake County, Florida.

D. Claims by the COUNTY against CONSULTANT must be made in writing to the CONSULTANT as soon as the event leading to the claim is discovered by the COUNTY. Written supporting data will be submitted to CONSULTANT. All claims will be priced in accordance with the section titled "Changes in the Scope of Services" within this Agreement. CONSULTANT shall respond in writing within fifteen (15) calendar days of receipt of the claim. If the claim cannot be resolved, the COUNTY may submit the matter to mediation as set forth in (C) above.

E. Arbitration will not be considered as a means of dispute resolution.

7.10 Accuracy and Standard of Care. CONSULTANT is responsible for the professional quality, technical accuracy, timely completion, and coordination of all the services furnished hereunder. CONSULTANT shall, without additional compensation, correct or revise any errors or omissions in its designs, drawings, reports, or other services due to CONSULTANT'S negligence or causes within CONSULTANT'S reasonable control. The standard of care for all professional consulting and related services performed or furnished by CONSULTANT and its employees under this Agreement shall be that level of care, skill, and treatment which, in light of all relevant surrounding circumstances, is recognized as acceptable and appropriate by reasonably prudent similar health care provider; or for non-healthcare related services, the care and skill ordinarily used by members of CONSULTANT'S profession practicing under the same or similar circumstances.

7.11 Codes and Regulations. All work completed under this Agreement shall conform to all applicable federal, state and local statutes, codes, regulations and ordinances.

7.12 Truth in Negotiations. Pursuant to Section 287.055, Florida Statutes, the contract pricing and any additions will be adjusted to exclude any significant sums by which the COUNTY determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments will be made within one (1) year following the end of the Agreement.

7.13 Public Entity Crimes. Pursuant to Section 287.133(2)(a), Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity nor shall such person or affiliate be awarded or perform work as a CONSULTANT, supplier, subconsultant, or consultant under a contract with any public entity in excess of the threshold amount provided in Florida Statutes, Section 287.017 for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

7.14 Prohibition Against Contingent Fees. The CONSULTANT warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this Agreement, and that they have not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement.

7.15 Non-Collusion. The CONSULTANT, by entering into this Agreement, further certifies that the offer made during the solicitation process, the prices provided to the COUNTY were arrived at independently, without collusion, communication, or agreement, for the purpose of restricting competition

with any other consultant, bidder, or potential bidder, and in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary bid. No attempts were made to solicit, cause, or introduce any other firm or person to refrain from bidding on this project, or to submit a bid higher than the bid of this firm, or any intentionally high or non-competitive bid or other form of complementary bid. Should the COUNTY, at any time during the term of this Agreement, become aware of collusive acts by the CONSULTANT in submitting their bid, the COUNTY reserves the right to terminate this Agreement without cost or penalty to the COUNTY.

7.16 Certification Regarding Scrutinized Companies. The CONSULTANT hereby certifies that, pursuant to Section 287.135, Florida Statutes, it is not listed on the Scrutinized Companies that Boycott Israel and is not participating in a boycott of Israel. The CONSULTANT understands that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorneys' fees, and costs. The CONSULTANT further understands that any contract with the COUNTY for goods or services may be terminated at the option of the COUNTY if the CONSULTANT is found to have submitted a false certification or has been listed on the Scrutinized Companies that Boycott Israel list or is participating in a boycott of Israel.

7.17 Florida Convicted/Suspended/Discriminatory Vendor Lists. By executing this Agreement CONSULTANT affirms that it is not currently listed in the Florida Department of Management Services Convicted/Suspended/Discriminatory Complaint Vendor List.

7.18 Minimum Wage: The wage rate paid to all laborers, mechanics and apprentices employed by the CONSULTANT for the work under the Agreement will not be less than the prevailing wage rates for similar classifications of work as established by the federal government and enforced by the U.S. Department of Labor, Wages and Hours Division, and Florida's Minimum Wage requirements in Article X, Section 24(f) of the Florida Constitution and enforced by the Florida Legislature by statute or the State Agency for Workforce Innovation by rule, whichever is higher.

7.19 Right to Audit. The COUNTY reserves the right to require the CONSULTANT to submit to an audit by any auditor of the COUNTY'S choosing. The CONSULTANT shall provide access to all of its records, which relate directly to this Agreement at its place of business during regular business hours. The CONSULTANT shall retain all records pertaining to this Agreement and upon request make them available to the COUNTY for three (3) years following expiration of the Agreement, or for such time as set forth in the Florida Department of State, Division of Library and Information Services, General Records Schedule GS1-SL, a copy of which can be found at this link: <https://files.floridados.gov/media/703328/gsl-sl-2020.pdf>, whichever is longer. The CONSULTANT agrees to provide such assistance as may be necessary to facilitate the review or audit by the COUNTY to ensure compliance with applicable accounting and financial standards.

A. If the CONSULTANT provides technology services, the CONSULTANT must provide Statement of Standards for Attestations Engagements (SSAE) 16 or 18 and System and Service Organization Control (SOC) reports upon request by the COUNTY. The SOC reports must be full Type II reports that include the CONSULTANT'S description of control processes, and the independent auditor's evaluation of the design and operating effectiveness of controls. The cost of the reports will be paid by the CONSULTANT.

B. This provision is hereby considered to be included within, and applicable to, any subconsultant contract entered into by the CONSULTANT in performance of any work under this Agreement.

7.20 Public Records.

A. All electronic files, audio and video recordings, and all papers pertaining to any activity performed by the CONSULTANT for or on behalf of the COUNTY will be the property of the COUNTY and will be turned over to the COUNTY upon request. In accordance with Chapter 119, Florida Statutes, each file and all papers pertaining to any activities performed for or on behalf of the COUNTY are public records available for inspection by any person even if the file or paper resides in the CONSULTANT'S office or facility. The CONSULTANT will maintain the files and papers for not less than three (3) complete calendar years after the Service has been completed or terminated, or in accordance with any grant requirements, whichever is longer. Prior to the close out of this Agreement, the CONSULTANT will appoint a records custodian to handle any records request and provide the custodian's name and telephone numbers to the COUNTY'S Project Manager.

B. Pursuant to Section 119.0701, Florida Statutes, CONSULTANT will comply with the Florida Public Records' laws, and will:

- i. Keep and maintain public records required by the COUNTY to perform the services identified herein.
- ii. Upon request from the COUNTY'S custodian of public records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for by law.
- iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONSULTANT does not transfer the records to the COUNTY.
- iv. Upon completion of the contract, transfer, at no cost, to the COUNTY all public records in possession of the CONSULTANT or keep and maintain public records required by the COUNTY to perform the service. If CONSULTANT transfers all public records to the COUNTY upon completion of the contract, CONSULTANT will destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements, except that CONSULTANT shall maintain one copy of such records for archival purposes and as required under law. If CONSULTANT keeps and maintains public records upon completion of the Agreement, CONSULTANT will meet all applicable requirements for retaining public records. All records stored electronically must be provided to the COUNTY, upon request from the COUNTY'S custodian of public records, in a format that is compatible with the information technology systems of the COUNTY.

c. IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT LAKE COUNTY OFFICE OF PROCUREMENT SERVICES, 315 WEST MAIN STREET, P.O. BOX 7800, TAVARES, FL 32778 OR AT

**352-343-9424 OR VIA EMAIL AT
PURCHASING@LAKECOUNTYFL.GOV.**

D. Failure to comply with this subsection will be deemed a breach of the contract and enforceable as set forth in Section 119.0701, Florida Statutes.

E. Unless otherwise provided, CONSULTANT shall maintain substantiating records as required by the State of Florida, General Records Schedule GS1-SL ("Schedule") for State and Local Government Agencies. If CONSULTANT receives notification of a dispute or the commencement of litigation regarding the Project within the time specified in the Schedule, the CONSULTANT shall continue to maintain all service records until final resolution of the dispute or litigation.

F. Requests to inspect or copy public records relating to the COUNTY'S Agreement for services must be made directly to the COUNTY. If CONSULTANT receives any such request, CONSULTANT shall instruct the requestor to contact the COUNTY. If the COUNTY does not possess the records requested, the COUNTY shall immediately notify the CONSULTANT of such request, and the CONSULTANT must provide the records to the COUNTY or otherwise allow the records to be inspected or copied within a reasonable time.

G. CONSULTANT acknowledges that failure to provide the public records to the COUNTY within a reasonable time may be subject to penalties under section 119.10, Florida Statutes. CONSULTANT further agrees not to release any records that are statutorily confidential or otherwise exempt from disclosure without first receiving prior written authorization from the COUNTY. CONSULTANT shall indemnify, defend, and hold the COUNTY harmless for and against any and all third party claims, damage awards, and causes of action arising from the CONSULTANT'S failure to comply with the public records disclosure requirements of Section 119.07(1), Florida Statutes, or by CONSULTANT'S failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements including, but not limited to, any third party claims or awards for attorney's fees and costs arising therefrom. CONSULTANT authorizes COUNTY to seek declaratory, injunctive, or other appropriate relief against CONSULTANT from a Circuit Court in Lake County on an expedited basis to enforce the requirements of this section.

7.21 Insurance.

A. CONSULTANT will purchase and maintain at all times during the term of this Agreement, without cost or expense to the COUNTY, policies of insurance as indicated below, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the COUNTY, insuring the CONSULTANT against any and all claims, demands, or causes of action, for injuries received or damage to property relating to the performance of duties, services, or obligations of the CONSULTANT under the terms and provisions of the Agreement. An original certificate of insurance, indicating that CONSULTANT has coverage in accordance with the requirements of this section must be received and accepted by the COUNTY prior to contract execution or before any work begins. It will be furnished by CONSULTANT to the COUNTY'S Project Manager and Procurement Services Director within five (5) working days of such request. The parties agree that the policies of insurance and confirming certificates of insurance will insure the CONSULTANT in accordance with the following minimum limits:

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

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Each Occurrence/General Aggregate	\$1,000,000/2,000,000
Products-Completed Operations	\$2,000,000
Personal & Adv. Injury	\$1,000,000
Fire Damage	\$50,000
Medical Expense	\$5,000
Contractual Liability	Included

ii. Automobile liability insurance, including owned, non-owned, and hired autos with the minimum Combined Single Limit of \$1,000,000

iii. Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and any other applicable law requiring workers' compensation (Federal, maritime, etc.).

iv. Employers Liability with the following minimum limits and coverage:

Each Accident	\$1,000,000
Disease-Each Employer	\$1,000,000
Disease-Policy Limit	\$1,000,000

v. Professional liability and specialty insurance (medical malpractice, engineers, architect, consultant, environmental, pollution, errors and omissions, etc.) as applicable, with minimum limits of \$1,000,000 and annual aggregate of \$2,000,000.

B. Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, will be named as additional insured as their interest may appear all applicable policies. Certificates of insurance must identify the RFP or ITB number in the Description of Operations section on the Certificate.

C. CONSULTANT must provide a minimum of thirty (30) days prior written notice to the County of any change, cancellation, or nonrenewal of the required insurance.

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

E. CONSULTANT must provide a copy of all policy endorsements, reflecting the required coverage, with Lake County listed as an additional insured along with all required provisions to include waiver of subrogation. Contracts cannot be completed without this required insurance documentation. A certificate of insurance (COI) will not be accepted in lieu of the policy endorsements.

F. Certificate holder must be:

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

G. All self-insured retentions will appear on the certificates and will be subject to approval by the COUNTY. At the option of the COUNTY, the insurer will reduce or eliminate such self-insured

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retentions; or CONSULTANT will be required to procure a bond guaranteeing payment of losses and related claims expenses.

H. The COUNTY will be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention will be the sole responsibility of the CONSULTANT or subconsultant providing such insurance.

I. CONSULTANT will be responsible for subconsultants and their insurance. Subconsultants are to provide Certificates of Insurance to the COUNTY evidencing coverage and terms in accordance with the CONSULTANT'S requirements.

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

K. Neither approval by the COUNTY of any insurance supplied by CONSULTANT, nor a failure to disapprove that insurance, will relieve CONSULTANT of full responsibility of liability, damages, and accidents as set forth herein.

7.22 Federal and/or State Clauses, Terms, and Conditions. Although COUNTY funding is currently considered the primary source for funding tasks under this Agreement, any purchase action may come to be supported in whole or in part by Federal and/or State funding. Therefore, this Agreement may include provisions related to various specific federal and/or state requirements. All such clauses shall be considered and treated as "flow-down" clauses that shall be considered applicable to any prime contract and any subcontract associated with performance under this Agreement.

7.23 E-Verify. The CONSULTANT shall utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of all persons employed by the CONSULTANT during the term of this Agreement to perform employment duties within Lake County; and all persons, including subconsultants, assigned by the CONSULTANT to perform work pursuant to this Agreement.

7.24 Conflict of Interest. The CONSULTANT hereby certifies that no officer, agent, or employee of the COUNTY has any material interest, as defined in Chapter 112, Florida Statutes, either directly or indirectly in the CONSULTANT as a business entity, and that no such person shall have any such interest at any time during the term of this Agreement unless approved in writing by the COUNTY upon consultation with its attorney.

7.25 Key Personnel. The CONSULTANT agrees that each person listed or referenced in the qualifications package ("Key Personnel") shall be available to perform the services described herein for the COUNTY barring illness, accident, or other unforeseeable events of a similar nature in which case the CONSULTANT must be able to promptly provide a qualified replacement. In the event the CONSULTANT desires to substitute Key Personnel, the CONSULTANT shall propose a person with equal or higher qualifications and each replacement person is subject to prior written approval of the COUNTY. In the event the requested substitute is not satisfactory to the COUNTY and the matter cannot be resolved to the reasonable satisfaction of the COUNTY, the COUNTY reserves the right to terminate this Agreement.

7.26 Grant Funding. In the event any part of this Agreement is to be funded by federal, state, or other local agency monies, the CONSULTANT hereby agrees to comply with all requirements of the funding

entity applicable to the use of the monies, including full application of requirements involving the use of minority firms, women's business enterprises, and labor surplus area firms. Payments under this Agreement may be withheld pending completion and submission of all required forms and documents required of the CONSULTANT pursuant to the grant funding requirements.

7.27 Certificate of Competency/Licensure, Permits, and Fees. If applicable, the CONSULTANT shall, at all times during the term of this Agreement, hold a valid Certificate of Competency or appropriate current license issued by the State or County Examining Board qualifying all persons, firms, corporations or joint ventures performing the work described herein. If work for other trades is required in conjunction with this Agreement and will be performed by a sub-consultant(s) or vendor(s) hired by the CONSULTANT, an applicable Certificate of Competency/license issued to the sub-consultant(s)/hired vendor(s) shall be submitted by the CONSULTANT to the COUNTY prior to beginning the relevant work; provided, however, that the COUNTY may at its option and in its best interest allow the CONSULTANT to supply the subconsultant(s)/hired vendor(s) certificate/license to the COUNTY during the pendency of the work being performed. The CONSULTANT is responsible to ensure that all required licenses, permits, and fees (to include any inspection fees) required for this Project are obtained and paid for, and shall comply with all laws, ordinances, regulations, and building or other code requirements applicable to the work contemplated herein. Damages, penalties, and/or fines imposed on the COUNTY or the CONSULTANT for failure to obtain required licenses, permits, inspection or other fees, or inspections shall be borne by the CONSULTANT.

7.28 Force Majeure. The parties will exercise every reasonable effort to meet their respective obligations hereunder, but shall not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with revisions to Government law or regulation, acts of nature, acts or omissions of the other party, fires, strikes, national disasters, wars, riots, transportation problems and/or any other cause whatsoever beyond the reasonable control of the parties. Any such cause may be cause for appropriate extension of the performance period. A party that becomes aware of a force majeure that will significantly delay performance will notify the other party promptly, within fifteen (15) calendar days, after it discovers the force majeure. If a force majeure occurs, the parties may execute a contract modification or change order to extend the performance schedule or make accommodations that are reasonable under the circumstances.

7.29 Disadvantaged Businesses. The County has adopted policies which assure and encourage the full participation of Disadvantaged Business Enterprises (DBE) in the provision of goods and services. The County encourages joint ventures between majority-owned firms and qualified disadvantaged/minority/women-owned firms.

7.30 Social, Political, or Ideological Interests. Per Section 287.05701, Florida Statutes, the COUNTY will not consider or request documentation of a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor.

Article 8. Miscellaneous Provisions

8.1 Governing Law and Venue. This Agreement is made under, and in all respects shall be interpreted, construed, and governed by and in accordance with, the laws of the State of Florida. Venue for any legal action resulting from this Agreement shall lie in Lake County, Florida. The CONSULTANT hereby waives its right to a jury trial.

8.2 Neither party may assign any rights or obligations under this Agreement to any other party unless specific written permission from the other party is obtained.

**AGREEMENT BETWEEN LAKE COUNTY, FLORIDA AND COMPSYCH EMPLOYEE ASSISTANCE PROGRAMS, INC., FOR
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8.3 Captions. The captions utilized in this Agreement are for the purposes of identification only and do not control or affect the meaning or construction of any of the provisions hereof.

8.4 This Agreement shall be binding upon and shall inure to the benefit of each of the parties and of their respective successors and permitted assigns.

8.5 This Agreement may not be amended, released, discharged, rescinded, or abandoned, except by a written instrument duly executed by each of the parties hereto.

8.6 The failure of any party hereto at any time to enforce any of the provisions of this Agreement will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce, each and every provision of this Agreement.

8.7 Civil Rights Act. During the term of this Agreement the CONSULTANT assures the COUNTY that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that CONSULTANT does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discriminate in any form or manner against CONSULTANT employees or applicants for employment. The CONSULTANT understands and agrees that this Agreement is conditioned upon the veracity of this statement of assurance.

8.8 Compliance with State, Federal, and Local Laws. The CONSULTANT shall at all times comply with all Federal, State and local laws, rules and regulations.

8.9 Prime Consultant. The CONSULTANT will act as the prime consultant for all required items and services and will assume full responsibility for the procurement and maintenance of such items and services. The CONSULTANT will be considered the sole point of contact with regards to all stipulations, including payment of all charges and meeting all requirements of this contract. All subconsultants will be subject to advance review by the COUNTY in terms of competency, security, and compliance with applicable laws. The combined expenses of subconsultants without a COUNTY contract are limited to thirty percent of the task not to exceed \$35,000. Professional services subconsultants currently under contract with the COUNTY obtained through competitive solicitation may be utilized by CONSULTANT without limits. CONSULTANT may be required to use subconsultants currently under contract with the COUNTY. The professional services subconsultants' limits may be waived with prior approval from the County Attorney and Procurement Services Director. No change in subconsultants will be made without consent of the COUNTY. Even if the subconsultant is self-insured, the COUNTY may require the CONSULTANT to provide any insurance certificates required by the work to be performed.

8.10 State Registration Required. The CONSULTANT shall either be registered or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes, unless exempt from registration. A copy of CONSULTANT'S registration must be provided to the COUNTY on request.

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

8.12 Fraud, Misrepresentation, and Material Misstatements. Any individual, corporation or other entity that attempts to meet its contractual obligations through fraud, misrepresentation, or other material

misstatement, may be debarred for up to five (5) years. The COUNTY as a further sanction may terminate or cancel any other contracts with such individual, corporation or entity with such vendor held responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

8.13 Non-Exclusivity. The COUNTY reserves the right to perform, or cause to be performed, all or any of the work and services herein described in the manner deemed to represent its best interests. In no case will the COUNTY be liable for billings in excess of the quantity of goods or services actually provided under this Agreement.

8.14 Other Agencies. With the consent of the CONSULTANT, other agencies may make purchases in accordance with this Agreement. Any such purchases will be governed by the same terms and conditions as stated herein except for a change in agency name. Each agency will be responsible and liable for its own purchases for materials or services received.

8.15 Other County Departments. Although this agreement is specific to a County department, it is agreed and understood that any County department may avail itself of this Agreement and purchase any and all items specified herein at the agreement price(s) established herein. An agreement modification will be issued by the COUNTY identifying the requirements of the additional County department(s).

8.16 Continuation of Work. Any work that commences prior to, and will extend, beyond the expiration date of any Contract period must, unless terminated by mutual written agreement between the COUNTY and the CONSULTANT, continue until completion without change to the then current prices, terms and conditions.

8.17 Warranty. All warranties express and implied, must be made available to the COUNTY for goods and services covered by a solicitation. All goods furnished must be fully guaranteed by the CONSULTANT against factory defects and workmanship. They will be covered by the most favorable commercial warranty given for comparable quantities of products or services and the rights and remedies provided in the Agreement will be in addition to the warranty and do not limit any right afforded to the COUNTY by any other provision of a solicitation. CONSULTANT shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty period at no expense to the COUNTY. The special conditions of a solicitation may supersede the manufacturer's standard warranty.

8.18 Tobacco Products. Tobacco use, including both smoke and smokeless tobacco, is prohibited on County owned property.

8.19 Anti-Trafficking Related Activities. The U.S. Government has adopted a policy prohibiting trafficking in persons including the trafficking related activities listed below. These prohibitions specifically apply to come federally funded contracts and prohibit consultants, consultant employees, and their agents from:

- A. Engaging in severe forms of trafficking in persons during the period of performance of the contract;
- B. Procuring commercial sex acts during the period of performance of the contract;
- C. Using forced labor in the performance of the contract;

**AGREEMENT BETWEEN LAKE COUNTY, FLORIDA AND COMPSYCH EMPLOYEE ASSISTANCE PROGRAMS, INC., FOR
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D. Destroying, concealing, confiscating, or otherwise denying access by an employee to the employee's identity or immigration documents, such as passports or drivers' licenses, regardless of issuing authority;

E. Using misleading or fraudulent practices during the recruitment of employees;

F. Charging employees or potential employees recruitment fees;

G. Failing to provide return transportation or paying for the cost of return transportation upon the end of employment for certain employees;

H. Providing or arrange housing that fails to meet the host country housing and safety standards; or

I. Failing to provide an employment contract, recruitment agreement, or other required work documents in writing, as required by law or contract.

8.20 Modification of Contract. This Agreement may be modified by mutual consent of duly authorized parties, in writing through the issuance of a modification to this Agreement and/or purchase order as appropriate. This presumes the modification itself is in compliance with all applicable COUNTY procedures.

8.21 Contract Extension. The COUNTY has the unilateral option to extend this Agreement for up to ninety (90) calendar days beyond the current contract period. In such event, the COUNTY will notify the CONSULTANT in writing of such extensions. This Agreement may be extended beyond the initial ninety (90) day extension upon mutual agreement between the COUNTY and the CONSULTANT. Exercise of the above options requires the prior approval of the Procurement Services Manager.

8.22 Severability. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

8.23 Notices. Wherever provision is made in this Agreement for the giving, service or delivery of any notice, statement or other instrument, such notice shall be in writing and shall be deemed to have been duly given, served and delivered, if delivered by hand or mailed by United States registered or certified mail or sent by facsimile, addressed as follows:

If to CONSULTANT:

ComPsych Employee Assistance Programs, Inc.
455 N. Cityfront Plaza Dr.
NBC Tower – 13th Flr.
Chicago, IL 60611
Attn: Legal Department

With a copy to:

legal@compsych.com

If to COUNTY:

County Manager
Lake County Administration Building
315 West Main Street, Suite 308
Post Office Box 7800
Tavares, Florida 32778-7800

With a copy to:

County Attorney
Lake County Administration Building
315 West Main Street, Suite 335
Post Office Box 7800
Tavares, Florida 32778-7800

AGREEMENT BETWEEN LAKE COUNTY, FLORIDA AND COMPSYCH EMPLOYEE ASSISTANCE PROGRAMS, INC., FOR EMPLOYEE ASSISTANCE PROGRAM SERVICES; RFP #23-519

Each party hereto may change its mailing address by giving to the other party hereto, by hand delivery, United States registered or certified mail notice of election to change such address.

Article 9. Scope of Agreement

9.1 This Agreement is intended by the parties to be the final expression of their Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject of this Agreement, notwithstanding any representations, statements, or agreements to the contrary previously made. Any items not covered under this contract will need to be added via written addendum, and pricing negotiated based on final specifications.


9.2 This Agreement includes the following exhibits, all of which are incorporated as material terms and conditions to this Agreement:

- Exhibit A..... Scope of Services
- Exhibit B..... Consultant’s Proposed Solution & Key Personnel
(Composite)
- Exhibit C..... Bid Submittal and Addendum (Composite)
- Exhibit D..... Pricing Summary
- Exhibit E Business Associate Agreement

IN WITNESS WHEREOF, the parties through their authorized representatives have signed this Agreement on the respective dates under each signature: the COUNTY through its Board of County Commissioners, signing by and through its Procurement Services Director, and by the CONSULTANT through its duly authorized representative.

CONSULTANT:

ComPsych Employee Assistance Programs, Inc.

DocuSigned by:


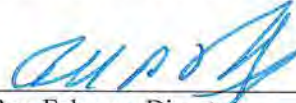
Adam Gotskind, General Counsel

This 22 day of February, 2024.

AGREEMENT BETWEEN LAKE COUNTY, FLORIDA AND COMPSYCH EMPLOYEE ASSISTANCE PROGRAMS, INC., FOR
EMPLOYEE ASSISTANCE PROGRAM SERVICES; RFP #23-519

COUNTY

LAKE COUNTY, FLORIDA, a political subdivision of
the State of Florida, by and through its Office of
Procurement Services



Ron Falanga, Director

This 18th day of June, 2024.

Approved as to form and legality:



Melanie Marsh, County Attorney

EXHIBIT A – SCOPE OF WORK
EMPLOYEE ASSISTANCE PROGRAM

23-519

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

Minimum Performance Requirements Required by this Request.

SECTION 1 – CONTRACTOR RESPONSIBILITIES

- A. Provide EAP services that provide the following counseling and referral services:
1. Face to face counseling for, but not limited to:
 - i. Marital and Family Relationships
 - ii. Stress Management
 - iii. Alcohol and Drug Issues
 - iv. Work-Related Concerns
 - v. Depression and Anxiety
 - vi. Bereavement
 - vii. Work/Life Balance Assistance
 2. Life Coaching Services for, but not limited to:
 - i. Stress Management and Balance
 - ii. Spirituality and Personal Growth
 - iii. Career Planning and Developments
 - iv. Motivation and Time Management
 - v. Finances and Budgeting
 - vi. Legal Services
- B. Provide member tools and online services for obtaining EAP clinical and non-clinical information.
- C. Provide EAP telephonic customer service and urgent / crisis response counseling functions, which shall be available twenty-four (24) hours, seven (7) days a week and non-urgent visit within three (3) business days.
- D. Provide assistance to members in scheduling counseling sessions. The proposed process shall be timely, based on the member's level of care needed and provider services requested.
- E. Ensure network has sufficient network availability to accommodate appointments.
- F. Provide referrals that integrate with behavioral health benefits offered through the County's health plan.
- G. Record and maintain information regarding service-related or other complaints reported by covered participants.
- H. Provide the County with communication materials during the year to educate member and bring awareness to the EAP and Work Life services available.
- I. Provide an assigned account manager who shall be available to meet on a quarterly basis with the County and its administrative staff, or more frequently as deemed necessary by the County.
- J. Provide quarterly reports that include the following:

**EXHIBIT A – SCOPE OF WORK
EMPLOYEE ASSISTANCE PROGRAM**

23-519

1. Employee satisfaction
2. Provide network retention:
 - i. Quarterly and year-to-date services by assistance category to include breakdown by unique individual, number of EAP sessions utilized, work life utilization, online uses, services by provider (group, 1 to 1, telephonic), times from initial call to actual scheduled session, and results of additional services provided.
- K. Provide an annual training session for all County supervisory personnel.
- L. Provide a minimum of Fifteen (15) hours of onsite EAP seminars for County employees annually, to be used for trainings, orientation, etc. These can be virtual at the County's discretion.
- M. Participate and attend the County's Annual Benefits Open Enrollment sessions and Employee Health Screenings. Typically, there is an average of five (5) Open Enrollment / Employee Health Screening sessions scheduled. These can be virtual at the County's discretion. These meetings should not be included in the Fifteen (15) hour onsite bank referenced in item L.
- N. The Proposer is responsible for all costs of producing, printing, and mailing / distributing adequate quantities of posters, brochures, and flyers as designated by the County. The format and content of all materials used must be satisfactory to the County.
- O. Provide licensed, professional EAP counselors of varying degrees of professional licensing (e.g., certified psychologist, family, and marriage counselors) and experience in providing EAP services.
- P. Provide comprehensive EAP National and Statewide provider networks.
- Q. Provide access to quality licensed providers throughout the geographic boundaries of Lake County, and surrounding counties with high provider retention. Surrounding counties are comprised of Sumter, Marion, Volusia, Seminole, Orange, Osceola, and Polk Counties.
- R. Include the ability for self-referral and supervisor referrals.
- S. Provide consultation to Supervisors to assist them in resolving workplace issues and in making necessary referrals.
- T. Include Fitness for Duty exams for employees, if necessary to be billed separately.
- U. Include Substance Abuse Professional (SAP) services following DOT and Florida Drug Free regulations to be billed separately.
- V. Provide unlimited on-site intervention incidents (e.g., Critical Incident Stress Debriefing or Emotional Incidence Stress Debriefing).

SECTION 2 – COSTS

- A. Program rates shall include the services outlined in the Scope of Services.
- B. Program rates shall be guaranteed for a minimum of three (3) years.
- C. Program rates shall include claims, administration for incurred but not reported run out visit charges following termination of the contract.
- D. Proposers shall provide Performance Guarantees in the following areas:
 1. Provider Network
 2. Customer Service
 3. Reporting
 4. Account Management

**EXHIBIT A – SCOPE OF WORK
EMPLOYEE ASSISTANCE PROGRAM**

23-519

5. Employee Satisfaction

COMPOSITE EXHIBIT B



Scope of Services Proposed Solutions for Lake County, Florida (RFP 23-519)



Stay Ahead of Performance, Productivity and Health Issues

4/4/2023

SUBMITTED BY:

ComPsych Corporation
NBC Tower
455 North Cityfront Plaza Drive
Chicago, IL 60611
312-595-4000
www.compsych.com

PRIMARY CONTACT:

Jaclyn Waluzak
Account Manager
phone 312-705-1622
jwaluzak@compsych.com

Ed Waisbrot
Business Development Executive
phone 312-595-4051
ewaisbrot@compsych.com

Exhibit A – Scope of Services

Minimum Performance Requirements Required by this Request.

Section 1 – Contractor Responsibilities

A. *Provide EAP services that provide the following counseling and referral services:*

1. *Face to face counseling for, but not limited to:*

- i. Marital and Family Relationships*
- ii. Stress Management*
- iii. Alcohol and Drug Issues*
- iv. Work-Related Concerns*
- v. Depression and Anxiety*
- vi. Bereavement*
- vii. Work/Life Balance Assistance*

Confirmed. Our EAP services encourage easy access for issues including: Adapting to organizational change, Addictions, Anger management, Anxiety, Child and adolescent issues, Chronic illness, Critical incident debriefing, Depression, Divorce, Domestic violence, Effective parenting, Family counseling, Financial questions, Geriatric and caregiver issues, Legal questions, Loss and grieving, Stress management, Substance use, and more.

ComPsych believes behavioral health care is valuable, which is why we refer individuals to counseling sessions with a licensed counselor in our network—never an unlicensed coach or advisor. During intake, our GuidanceConsultants will match employees with a local GuidanceExpert (network provider) using our proprietary system, the ComPsych PlatformSM. We use GuidanceExperts' specialization, geographic accessibility, cultural considerations and the individuals' stated preference (for example, for a female counselor) to pinpoint the optimal GuidanceExpert. GuidanceConsultants can either give employees the office location and phone number or transfer them directly for appointment scheduling. ComPsych will contact GuidanceExperts within hours of an initial request to inform them of the referral and employee information.

Rather than build our network on contingency, ComPsych has structured it to accommodate the needs of our existing customers. This way, our highly experienced, licensed GuidanceExperts regularly receive referrals, and their active participation deepens their understanding of our EAP services.

During counseling sessions, GuidanceExperts will:

- Evaluate the individual's situation and symptoms
- Work with the individual to identify the primary issue and set achievable treatment goals
- Determine an appropriate treatment plan

GuidanceExperts will typically evaluate individuals during the first and second sessions and treat them in the remaining ones. If necessary, they will recommend ongoing treatment under the medical plan or through community resources, and help with the transition.

ComPsych uses the professional judgment that comes from deep experience to monitor care throughout the process, from initial intake through post-care satisfaction surveys. For routine referrals, ComPsych will contact the employee within two days of the first call to make sure a suitable appointment was available. For urgent and emergency cases, we will follow up within one day. During any call, we encourage the individual to follow through with our referral recommendation. We want to know what the County's employees thought of their experiences, so we will send surveys via email (with employee permission) within 60 days.

2. Life Coaching Services for, but not limited to:

- i. Stress Management and Balance***
- ii. Spirituality and Personal Growth***
- iii. Career Planning and Developments***
- iv. Motivation and Time Management***
- v. Finances and Budgeting***
- vi. Legal Services***

Confirmed. Through the ComPsych fully integrated GuidanceResources program, we offer support and resources for family, legal and financial issues, as well as for our EAP and CISM services. Our holistic approach encourages employees to access the program. This, in turn, can reduce problems before they manifest as lost productivity, absenteeism or increased health care claims costs.

Our integrated service approach enables our GuidanceConsultants to seamlessly connect EAP services to our in-house lawyers and financial professionals, if appropriate. For instance, an individual who seeks EAP sessions regarding a divorce may benefit from talking to a ComPsych staff lawyer or financial professional about related issues. The GuidanceConsultant will "warm transfer" the call, sharing the background information with the lawyer or financial professional so that the employee does not need to repeat the facts about the situation. Consequently, employees who call for support on a legal, financial or family matter often end up being more comfortable accessing EAP services when they need them.

With one phone call, employees and their family members can access the resources they need to handle complex issues instead of spending work time tracking down information and experts. As a result, the County will reap the benefits of more-focused, productive employees.

Our work-life services include the following:

- Assistance through an unlimited number of phone calls regarding child and elder care, adoption, education, pet care and personal convenience needs
- Research, prescreening of all referrals and customized referral packets prepared by in-house resource specialists
- Assistance through an unlimited number of phone calls to our staff lawyers and certified financial specialists
- Referrals to local legal and financial GuidanceExperts at discounted rates
- Online tools and information

Family and Personal Convenience Services

ComPsych understands that personal and family matters can often impact the County's employees' ability to stay focused and productive at work. Individuals can become distracted by the stressors associated with life's milestones, such as: beginning college, getting married, moving, having children, caring for a family member and more.

With ComPsych's FamilySource® services, County employees and their family members can call our GuidanceConsultants for an initial assessment and consultation. Then, our resource specialists will research family care and personal convenience matters and provide a packet of customized, timely referral information and educational literature. Individuals can call an unlimited number of times regarding the same or different issues related to child and elder care, adoption, education, pet care and personal convenience needs. Additionally, employees can access information at GuidanceResources Online.

ComPsych resource specialists have at least a bachelor's degree as well as relevant work-life experience—for example, in teaching, childcare or elder care—and research skills.

Personalized Referral Packets

The ComPsych FamilySource referral packets include the following:

- Local referrals
- A map, directions and the distance from the individual's home and/or office
- The terms and definitions for options related to their concern, such as:
 - Housing and support services for seniors
 - Child care choices including in-home day care, group day care, day care centers, nanny services, preschool and Montessori schools
 - Personal convenience services such as resources for home improvement, car buying, moves and wedding planning
 - Assistance with locating wellness options for issues such as smoking cessation and weight management
- The individual's state-specific licensing standards for GuidanceExperts/facilities
- Applicable HelpSheetsSM, which are ComPsych printed information sheets
- A checklist that can help the employee to evaluate the services of a GuidanceExpert or facility
- An individual satisfaction survey

The ComPsych resource specialists use technology and conventional research to quickly compile current, customized referral information. We will provide three to five local referrals and resources and information relevant to the individual's concern. Our resource specialists call each referral source to ensure availability and a match with individuals' criteria. Within 48 hours and then again five days after a referral, ComPsych will follow up with the individual to ensure that the information met or surpassed their expectations. Collecting feedback ensures our referral integrity.

We will send the packets to employees by the method they prefer—email, traditional mail or fax—within two business days. We handle urgent requests to help with needs such as shelter, food or utilities immediately. Based on employee need, we also supply helpful kits, which contain information and products related to topics such as pregnancy, adoption, retirement, elder care, pet care and fitness.

Supporting Employees with Legal Services

The ComPsych LegalConnect® legal assistance program will provide County employees with access to our in-house team of dedicated attorneys. LegalConnect covers all legal issues except employment-related matters and is immediately available to all employees and their family members. Employees can make an unlimited number of phone calls per issue on an unlimited number of issues.

Our lawyers are dedicated to providing legal information, education and resources. These attorneys do not perform other types of work for ComPsych or other employers. When individuals call, our lawyers provide insightful coaching and guidance to help individuals address their unique and challenging needs. In many cases, our attorneys research local information and send it to individuals to provide a more complete and valuable service. In addition, ComPsych has developed a rapid response process whereby individuals can speak with one of our licensed attorneys in as little as 10 seconds after making their call.

Individuals can obtain information on issues such as:

- Bankruptcy
- Contracts
- Credit
- Estate planning
- Identity theft
- Real estate
- Wills

When individuals need legal representation or advice, we will refer them to one of our local Legal GuidanceExperts. Lawyers who belong to our network offer a free 30-minute consultation and a 25 percent reduction in fees thereafter. To participate in the ComPsych network, attorneys must be licensed and in good standing with the state bar, have at least five years' experience and have no record of public discipline. ComPsych re-credentials our Legal GuidanceExpert Network annually.

Certified Financial Professionals Provide Guidance

The ComPsych FinancialConnect financial services program enables employees and their family members to call our financial experts an unlimited number of times about an unlimited number of issues.

Our financial services cover a broad range of issues, including:

- Credit issues
- Debt and bankruptcy
- Family budgeting
- Insurance options
- Investment options
- Money management
- Mortgages, loans and refinancing

Our experts include certified public accountants (CPAs), certified financial planners (CFPs) and individuals with financial planning experience. Our personal finance professionals must have a college degree, professional certification and financial planning experience.

Optional Program Features

Well-Being Coaching

As the EAP industry leader, ComPsych knows that employees do not view their lives in compartments, and that mental health, work-life challenges and physical issues are often intertwined. We understand this vital connection between mind, body and lifestyle. Available as a fully integrated add-on to current EAP programs, we offer access to one-on-one coaching services (via telephonic or video sessions) that address mental health, physical health and well-being through one holistic solution. Our certified coaches help participants address a wide variety of socio-emotional well-being issues including, but not limited to, burnout, stress, resiliency, time management, self-esteem, motivation and beyond. Our program also addresses physical well-being issues such as exercise, nutrition, weight management, sleep, back care, tobacco cessation and much more. Well-Being Coaching is available for an additional charge.

B. Provide member tools and online services for obtaining EAP clinical and non-clinical information.

Confirmed. In addition to obtaining help through the toll-free line, County employees will have information, advice and tools at their fingertips through GuidanceResources Online. They can find a provider or learn about subjects such as health and wellness, family, relationships, career, education, personal finances, laws and regulations, leisure activities, home repair and auto maintenance. They can also access information by life event—for example, marriage, adoption or retirement. In addition, employees can access services and ask questions by sending confidential emails to and chatting with our master's-level clinicians through the "Ask a GuidanceConsultantSM" feature on the homepage.

ComPsych has an in-house team that creates proprietary content for GuidanceResources Online. We also leverage partnerships with industry leaders to populate the site with news stories and articles written by experts. Finally, GuidanceResources Online is available in more than 40 languages and over 80 country-specific sites to meet the needs of our multicultural, multinational customers.

Connecting to Care

Through the "Connect to Care" area on the homepage, ComPsych offers alternative methods of accessing support for those individuals who prefer the anonymity of the internet or are otherwise reluctant to call the toll-free number.

These access methods can include:

- **Talk to an Expert:** Users can find the dedicated, 24-hour local phone number(s) or click-to-call to connect live with a behavioral health clinician for immediate support, resources, and referrals.
- **Send a Question:** Through the "Send a Question" option, users can send a confidential message to a clinician requesting help for any emotional, mental, family, financial, legal or other issue. The appropriate expert will reply to the inquiry within one business day with a response sent via email to the user's specific email account or mailbox.
- **Access Work-Life Services:** Users can request personalized legal, financial and personal convenience services and referrals through work-life digital intake.

GuidanceResources Online content includes:

- Interactive tools and assessments such as financial calculators, budgeting spreadsheets, language translator and personal issue quizzes
- Customized child care provider/facility lookup and mapping for more than 600,000 resources by location and preference, availability verification based on specific criteria
- Comprehensive elder care facility lookup by location, with ratings and rankings research, and current availability and information on more than 140,000 providers

Scope of Services – Proposed Solution

- Information regarding colleges and universities, career schools, graduate programs, scholarships and testing information; searchable by detailed criteria
- Attorney resource lookup and mapping by ZIP code and proximity for more than 6,300 firms and 21,000 practitioners
- Financial planner lookup and mapping by ZIP code and proximity for more than 26,000 financial professionals
- Link to economically create simple, legally binding wills
- Discounts through partners such as Nationwide Pet Insurance, as well as access to a robust, members-only discount portal, Working Advantage.
- Resource guides that take an in-depth look at a single topic or issue (e.g., ADHD, burnout, career development, diabetes prevention, elder care, financial wellness, pregnancy, identity theft, PTSD, resiliency, student loans, etc.)
- On-demand training modules, an alternative to traditional full-length training sessions, that include audio, video and interactive components
- Condition-specific online centers and communities that connect users dealing with similar issues (e.g., autism, caregiving, empty nesting, grief, healthy habits, maternity, resiliency, etc.) and offer numerous topical resources, including videos, HelpSheets, slideshows and on-demand trainings, as well as links to external resources

Secure and Customized Access

GuidanceResources Online is password-protected to ensure a confidential online experience unique to the user. The site is customized with the County's logo and toll-free number. Employees and their household members can register using the company Web ID: LCBCC.

Crisis Support

When a crisis emerges, ComPsych will provide the County and its employees with timely information via the GuidanceResources Online portal. The alert section on the GuidanceResources Online home page provides breaking news and information on health crises, natural disasters and other regional events that can affect the County, employees and their family members. Users can also opt-in or state that they want to receive special news announcement emails.

Users can rely on GuidanceResources Online as a one-stop resource for the latest updates during a major local or national crisis, including evacuation routes; school and road closures; open child care centers and gas stations; government alerts; safety-related informational HelpSheets; and links to other online resources.

In addition, employees can visit our ungated crisis portal to gain instant access to helpful crisis-related information. The crisis portal is available to support users after a disaster, terrorist attack or other traumatic event without requiring them to register and log in to the GuidanceResources Online portal. The crisis portal features the most commonly used post-disaster crisis resources and is available in English and in the local language of 31 countries. It can be viewed at www.guidanceresources.com/crisis.

GuidanceNowSM Mobile App

Our GuidanceResources Online mobile app, GuidanceNowSM, enables users to access all of the same great features as the website. Members can browse content (HelpSheets, assessments, Q&As, podcasts, etc.) and news articles by topic, as well as find local counseling, legal, child care and elder care providers. In addition to enabling one-click capability to reach our call center, via the County-dedicated phone number, users can also access mobile-specific features such as click-to-call (to dial a phone number) and location-based mapping.

C. Provide EAP telephonic customer service and urgent / crisis response counseling functions, which shall be available twenty-four (24) hours, seven (7) days a week and non-urgent visit within three (3) business days.

Confirmed. The County's employees and their family members can contact ComPsych with issues regarding behavioral and emotional health, family, legal, financial, wellness or other personal matters 24 hours a day, seven days a week, via a variety of access points, including the toll-free line, through the GuidanceResources Online web portal or the GuidanceNow mobile app.

For routine matters, individuals can schedule an appointment in an average of three days. These routine appointments are available six days a week. If employees have an urgent request, we will provide care through a referral to a GuidanceExpert within 48 hours. During emergency calls, the ComPsych GuidanceConsultants use their crisis intervention skills to implement crisis protocols immediately. They coordinate in-person services with a hospital emergency room or an EAP GuidanceExpert.

D. Provide assistance to members in scheduling counseling sessions. The proposed process shall be timely, based on the member's level of care needed and provider services requested.

Confirmed. Individuals always reach our GuidanceConsultants, who are experienced, master's-level clinicians—never an answering service or automated menu system. GuidanceConsultants are ComPsych employees who will conduct an issues assessment, assess the individual's needs and direct them to the optimal ComPsych GuidanceExpert (network provider) and cross-refer as appropriate to an in-house attorney, financial professional or family research specialist for further assistance—all through a single point of contact. For employees who would rather self-serve, they can receive a personalized referral and schedule online through our [GuidanceConnect](#) digital intake solution.

ComPsych believes behavioral health care is valuable, which is why we refer individuals to counseling sessions with a licensed counselor in our network—never an unlicensed coach or advisor. During intake, our GuidanceConsultants will match employees with a local GuidanceExpert (network provider) using our proprietary system, the ComPsych PlatformSM. We use GuidanceExperts' specialization, geographic accessibility, cultural considerations and the individuals' stated preference (for example, for a female counselor) to pinpoint the optimal GuidanceExpert. GuidanceConsultants can either give employees the office location and phone number or transfer them directly for appointment scheduling. ComPsych will contact GuidanceExperts within hours of an initial request to inform them of the referral and employee information.

As stated above, for routine matters, individuals can schedule an appointment in an average of three days. These routine appointments are available six days a week. If employees have an urgent request, we will provide care through a referral to a GuidanceExpert within 48 hours. During emergency calls, the ComPsych GuidanceConsultants use their crisis intervention skills to implement crisis protocols immediately. They coordinate in-person services with a hospital emergency room or an EAP GuidanceExpert.

E. Ensure network has sufficient network availability to accommodate appointments.

Confirmed. ComPsych is committed to providing access to qualified providers for our customers' employees wherever they live, work and travel. The depth and breadth of our existing provider network—and our willingness to expand it—is just one of the strengths that separate ComPsych from our competitors.

We have more than 91,000 providers in our EAP network to serve customers across the U.S. and in more than 190 countries. Rather than build our network on contingency, ComPsych has structured it to accommodate the needs of our existing customers. This way, our highly experienced, licensed GuidanceExperts regularly receive referrals, and their active participation deepens their understanding of our EAP services.

We maintain an open network policy and are willing to expand our network to include recommended providers who meet our credentialing criteria. In fact, we take the initiative to ask benefits administrators for referrals and contact those providers to gauge their interest in joining our network. If applicable, we will invite them to join our network, expediting the credentialing and contract process for them to speed up their availability for referrals from ComPsych.

F. *Provide referrals that integrate with behavioral health benefits offered through the County's health plan.*

Confirmed. As a standard part of our EAP services, ComPsych proactively coordinates with our customers' benefits vendors—behavioral health care, medical carrier, disease management, wellness, disability, group life insurance, FMLA administration, pharmacy management—to ensure optimal usage of all resources. During implementation, we will enter the County's information into our database and establish cross-referral protocols, and GuidanceConsultants will have access to that information at intake.

G. *Record and maintain information regarding service-related or other complaints reported by covered participants.*

Confirmed. If our network services department receives a complaint about a provider, a specialist will research the complaint to learn what happened and will work to resolve the issue. Procedural issues (such as billing) are most frequent and easily resolved. Quality of care issues are escalated to ComPsych's clinical director, who will speak with the provider directly. We further escalate the issue to ComPsych's credentialing committee for final resolution. During the process, we do not give the provider new referrals until the issue is resolved.

We track all complaints about providers, monitoring each provider for any repeats of complaints/issues, which could result in termination. Should the complaint pertain to a quality of care issue or general dissatisfaction with the provider, we will offer the individual a new referral.

H. *Provide the County with communication materials during the year to educate members and bring awareness to the EAP and Work Life services available.*

Confirmed. The goal of ComPsych is for complete employee awareness of the GuidanceResources program. Jaclyn Waluzak, account manager, will continue to work with the County to develop a customized employee and leadership communication strategy, factoring in the County's culture and preferences. These will be complemented by other engagement tools, such as GuidanceResources Online, employee and manager training, and on-site support of health fairs and other events.

The County's program will include:

- **Re-Launch Campaigns:** Our program re-launch communications are designed to introduce employees and managers to the GuidanceResources program and its many benefits. They also present important information regarding eligibility and confidentiality. Communication vehicles may include posters, brochures, wallet cards and email campaigns that highlight all program features, from clinical counseling to work-life services.

- **Ongoing Engagement Tools:** ComPsych will continually support the County's GuidanceResources program with topical communications. During re-implementation, we will develop an annual communications calendar around the County's specific needs to promote engagement and drive utilization by addressing employees' most pressing issues. For example, we may decide that January's campaign topic should be elder care and promotional efforts will include a series of posters, HelpSheets and employee trainings tailored to individuals caring for an elder loved one. Our monthly communications are supported by 190 personal development workshops and behavioral wellness seminars, as well as self-service, on-demand training modules.
- **Themed Communication Campaigns:** Our highly responsive programs include the development of stand-alone campaigns tailored to the specific needs of each customer. For example, for customers going through change and/or reorganization, we have developed customer-specific resiliency and mindfulness training programs and communication materials. For customers seeking to improve organizational efficiency, we have delivered campaigns around thoughtful time management. ComPsych can also develop campaigns based on the top presenting issues among employee populations, top requested work-life resources, or industry trends involving employment, behavioral health and work-life balance.

All of our communication strategies, campaigns and resources can be easily integrated into existing internal communication schedules and calendars, or can be rolled out as stand-alone plans. Our program rates include the cost of producing our standard communication materials in English. However, we also offer materials in different languages to support our multilingual customers.

I. Provide an assigned account manager who shall be available to meet on a quarterly basis with the County and its administrative staff, or more frequently as deemed necessary by the County.

Confirmed. The current account manager, Jaclyn Waluzak, will continue to provide support to the County.

J. Provide quarterly reports that including following:

1. Employee satisfaction

Confirmed.

2. Provider network retention:

- i. Quarterly and year-to-date services by assistance category to include breakdown by unique individual, number of EAP sessions utilized, work life utilization, online uses, services by provider (group, 1 to 1, telephonic), times from initial call to actual scheduled session, and results of additional services provided.**

Confirmed. The County will continue to receive reports, including data on utilization and presenting issues, with metrics. In addition, the County will receive a narrative executive summary analysis that discusses trends, comparisons to our book of business and suggestions for future initiatives. As a result, the County can measure the effectiveness of communication efforts and understand how to best help employees. Our reports will support the County's efforts to gain the most value from its benefits investment. The ComPsych ResourceCenter—HR portal—offers online access to up to two years of utilization reports.

K. Provide an annual training session for all County supervisory personnel.

Confirmed. Our quoted rates include 20 training hours per contract year. The County can use its training hours by mixing and matching the following types:

- Employee orientation
- Manager/supervisor orientation

Scope of Services – Proposed Solution

- Personal development workshops: behavioral wellness seminars, brown bags or lunch and learns
- Health and enrollment fairs

During (re)implementation, we will discuss specific training requirements and build a program to suit the County's needs.

L. Provide a minimum of Fifteen (15) hours of onsite EAP seminars for County employees annually, to be used for trainings, orientation, etc. These can be virtual at the County's discretion.

Confirmed. As stated above, our quoted rates include 20 training hours per contract year. The County can use its training hours by mixing and matching the following types:

- Employee orientation
- Manager/supervisor orientation
- Personal development workshops: behavioral wellness seminars, brown bags or lunch and learns
- Health and enrollment fairs

Four training formats are available for training delivery. The County's preference and circumstances will determine their use:

- **On-Site Delivery:** Our local facilitators can conduct the personal development/lunch-and-learn sessions, as well as employee and manager/supervisor orientations to GuidanceResources services.
- **Remote Delivery:** For groups and individuals in different locations, ComPsych offers employee and manager/supervisor orientation sessions online. In addition, we can offer most personal development/lunch-and-learn topics via live webinar or teleconference.
- **Train-the-Trainer Delivery:** If the County wishes to have its local HR or benefits staff facilitate employee orientation sessions either to new hires or as a review, ComPsych can help the County's representative prepare to conduct these sessions. We will supply the PowerPoint presentation, coach its staff on the main points of the content and advise them on effective facilitation.
- **On-Demand Training:** Users can also access on-demand learning modules through GuidanceResources Online at any time at no additional cost. These 5–10 minute podcasts cover our most frequently requested topics in a user-friendly interactive format that includes quizzes and engaging questions.

M. Participate and attend the County's Annual Benefits Open Enrollment sessions and Employee Health Screenings. Typically, there is an average of five (5) Open Enrollment / Employee Health Screening sessions scheduled. These can be virtual at the County's discretion. These meetings should not be included in the Fifteen (15) hour onsite bank referenced in item L.

Confirmed.

N. The Proposer is responsible for all costs of producing, printing, and mailing / distributing adequate quantities of posters, brochures, and flyers as designated by the County. The format and content of all materials used must be satisfactory to the County.

Confirmed. As stated above, all of our communication strategies, campaigns and resources can be easily integrated into existing internal communication schedules and calendars, or can be rolled out as stand-alone plans. Our program rates include the cost of producing our standard communication materials in English. However, we also offer materials in different languages to support our multilingual customers.

O. Provide licensed, professional EAP counselors of varying degrees of professional licensing (e.g., certified psychologist, family, and marriage counselors) and experience in providing EAP services.

Confirmed. ComPsych believes behavioral health care is valuable, which is why we refer individuals to counseling sessions with a licensed counselor in our network—never an unlicensed coach or advisor. During intake, our GuidanceConsultants will match employees with a local GuidanceExpert (network provider) using our proprietary system, the ComPsych PlatformSM. We use GuidanceExperts' specialization, geographic accessibility, cultural considerations and the individuals' stated preference (for example, for a female counselor) to pinpoint the optimal GuidanceExpert. GuidanceConsultants can either give employees the office location and phone number or transfer them directly for appointment scheduling. ComPsych will contact GuidanceExperts within hours of an initial request to inform them of the referral and employee information.

ComPsych GuidanceExperts are counseling and work-life specialists, attorneys, financial professionals, training facilitators, health coaches, and crisis experts. GuidanceExperts provide in-person, telephonic, or video counseling (depending on availability and individual preference), and have expertise in areas such as adolescents and children; anxiety disorders and depression; domestic violence; marriage and families; stress management; and substance use.

To be admitted to our network, a GuidanceExpert must possess the following minimum criteria:

- A master's degree in a behavioral health-related field and a doctorate for psychologists
- A license to practice in the state at the highest level of independent license granted by the state licensing board
- Three years of post-graduate experience with established, clinically accepted treatments
- Confirmed availability for our referrals
- Malpractice insurance (\$1 million per occurrence/\$3 million aggregate)
- Advanced education in a related specialization—for example, substance use, children or eating disorders
- Willingness to participate in the ComPsych quality oversight and assurance programs

P. Provide comprehensive EAP National and Statewide provider networks.

Confirmed. As stated above, in order to be admitted to our network, a GuidanceExpert must possess the following minimum criteria:

- A master's degree in a behavioral health-related field and a doctorate for psychologists
- A license to practice in the state at the highest level of independent license granted by the state licensing board
- Three years of post-graduate experience with established, clinically accepted treatments
- Confirmed availability for our referrals
- Malpractice insurance (\$1 million per occurrence/\$3 million aggregate)
- Advanced education in a related specialization—for example, substance use, children or eating disorders
- Willingness to participate in the ComPsych quality oversight and assurance programs

The ComPsych network services department re-credentials all GuidanceExperts every three years, meeting the standard of the National Committee for Quality Assurance. Through this process, we:

- Verify current license and certificate of insurance
- Examine any malpractice claims or licensure actions
- Analyze clinical care reviewer documentation from quality oversight activities
- Review composite individual satisfaction survey and performance review results

Once our network services specialists have performed these tasks, our credentialing committee will meet monthly to review all candidates for re-credentialing or inclusion into our network. The committee comprises directors of network, clinical and GuidanceResources services; the ComPsych medical director; and privacy and clinical managers.

We also regularly review and oversee quality and ask GuidanceExperts for feedback about our quality oversight policies, referral process and claims management. Their responses help us to improve our GuidanceExpert-focused services.

Q. *Provide access to quality licensed providers throughout the geographic boundaries of Lake County, and surrounding counties with high provider retention. Surrounding counties are comprised of Sumter, Marion, Volusia, Seminole, Orange, Osceola, and Polk Counties.*

Confirmed.

R. *Include the ability for self-referral and supervisor referrals.*

Confirmed. When the County needs to refer employees to the EAP, the ComPsych formal referral specialists will assist managers or HR professionals throughout the process. Referrals can be either voluntary or formal:

- **Voluntary Referrals:** An employee comes to their manager with an issue or a manager identifies an issue during initial discussions regarding performance and discipline. The manager reminds the employee that the EAP can help them, and the employee's use of the EAP is optional.
- **Formal Referrals:** A manager directs the employee to use EAP services after informing the employee that performance or behavior issues are hindering productivity or a policy such as drug-free workplace has been violated. Managers formally refer employees after taking disciplinary steps.

We recommend that before meeting with the employee to make a formal referral, the HR manager and the manager contact the EAP. We will discuss the referral process, provide a consent form for release of information and agree to a timetable for informing HR of the employee's attendance, progress and compliance with the treatment plan. Due to confidentiality, we do not disclose clinical and/or personal information. We receive excellent ratings on our formal referrals—100 percent for response time and 99 percent for overall experience with our service.

S. *Provide consultation to Supervisors to assist them in resolving workplace issues and in making necessary referrals.*

Confirmed. ComPsych offers expertise with issues like substance use, compliance with the Americans with Disabilities Act and other government regulations, workplace violence and organizational re-engineering. If the County needs support for an employee issue, a ComPsych employee relations specialist can provide it, working from extensive knowledge of and experience with workplace regulations and best practices. Our services to the County will reflect its HR policies and procedures. Many customers that have used this service have commented on the value of an objective third-party perspective on a sensitive situation.

Scope of Services – Proposed Solution

As stated above, when the County needs to refer employees to the EAP, the ComPsych formal referral specialists will assist managers or HR professionals throughout the process. Referrals can be either voluntary or formal:

- **Voluntary Referrals:** An employee comes to their manager with an issue or a manager identifies an issue during initial discussions regarding performance and discipline. The manager reminds the employee that the EAP can help them, and the employee's use of the EAP is optional.
- **Formal Referrals:** A manager directs the employee to use EAP services after informing the employee that performance or behavior issues are hindering productivity or a policy such as drug-free workplace has been violated. Managers formally refer employees after taking disciplinary steps.

We recommend that before meeting with the employee to make a formal referral, the HR manager and the manager contact the EAP. We will discuss the referral process, provide a consent form for release of information and agree to a timetable for informing HR of the employee's attendance, progress and compliance with the treatment plan. Due to confidentiality, we do not disclose clinical and/or personal information. We receive excellent ratings on our formal referrals—100 percent for response time and 99 percent for overall experience with our service.

T. Include Fitness for Duty exams for employees, if necessary to be billed separately.

Confirmed. When the County has identified an employee whose words or actions present a direct or potential threat to harm self/others, or if an employee presents a direct or potential threat to County property, a formal fitness-for-duty evaluation may be requested to promote and maintain a safe work environment. A fitness-for-duty evaluation is a specialized medical, psychiatric or psychological evaluation to determine if an employee is capable of performing assigned job duties within the established standards for work performance—attendance, quality and quantity.

In these situations, ComPsych consults with the HR contact to determine the potential risk of an employee's return to work. If the County determines that a fitness-for-duty evaluation is not required, County HR will meet with the employee to discuss appropriate corrective action, which may include a referral to the EAP. ComPsych will provide management consultation and referral support to County HR as needed.

For those employees who pose a direct risk, ComPsych offers threat of violence support and crisis intervention services to address issues of immediate safety. The County's HR contact will meet with the employee to discuss employment-related concerns, the County's expectation that the employee will participate in the fitness-for-duty evaluation, and the employee's immediate removal from the workplace with return to work dependent upon evaluation findings.

A ComPsych fitness-for-duty specialist will provide the County's HR contact with referral information (a local psychiatrist or psychologist) for a fitness-for-duty evaluation. We identify the provider's availability and estimated provider's fee.

The fitness-for-duty provider will conduct a thorough assessment of the employee's ability to perform the essential job functions and/or the perceived threat of violence. In a comprehensive, written report, the provider will recommend:

- Strategies to eliminate the threat
- The need for psychological and/or neuropsychological testing, if indicated
- Accommodations for the employee's successful return to work

The ComPsych fitness-for-duty specialist follows up with the County HR contact to ensure that the report was received in a timely manner and to discuss any outstanding issues such as treatment recommendations (in which case ComPsych follows up with the employee and notifies County HR of compliance. The County may use these evaluation findings to render employment decisions as to whether to:

Scope of Services – Proposed Solution

- Terminate the employee's employment
- Take disciplinary action to prevent re-occurrence of the problem
- Transition the employee successfully to the workplace with or without a reasonable accommodation

All provider costs associated with fitness-for-duty evaluations are borne by the employer.

U. *Include Substance Abuse Professional (SAP) services following DOT and Florida Drug Free regulations to be billed separately.*

Confirmed. ComPsych will continue to provide DOT services for \$840 per case.

Substance use affects employee productivity, compromises the quality of work and increases the risk of work-related accidents. ComPsych can help customers like the County to tackle those problems through our EAP substance-use services. Furthermore, ComPsych offers comprehensive services to assist with substance use training and education, development of policies and procedures, and compliance with government regulations such as the Drug-Free Workplace Act and department of transportation regulations.

During (re)implementation of our services, the ComPsych account manager will review drug and alcohol policies and procedures, and formal referrals. The account manager will also clarify the referral process regarding government regulations that could affect the County's policies.

Drug-Free Workplace Program Workflow

Once an employee tests positive for illegal substances or alcohol, the HR manager can contact the ComPsych GuidanceResources unit to initiate the formal referral process and, if needed, consult with the formal referral specialist (FRS) who oversees the case. When the employee calls, the GuidanceConsultant will explain the referral process, gather information about drug/alcohol use, and refer the individual to a local specialist for a substance-use assessment. Employees can use a toll-free number to contact ComPsych 24 hours a day.

Our services are strictly confidential. ComPsych can communicate with the employee representative only after the employee signs a release of information form provided by ComPsych. Upon referral, we will contact the GuidanceExpert to confirm that an appointment can be scheduled within three business days and to provide complete referral information and contact information for the FRS who will oversee the case.

During the initial appointment, the GuidanceExpert will conduct a substance-use assessment, recommend treatment and refer the employee to the most appropriate level of care. Once the employee enrolls in the treatment program, the ComPsych FRS will follow up regularly with the treatment GuidanceExpert regarding the employee's compliance with treatment recommendations. When treatment is complete, an after-care plan is developed, if needed. The ComPsych FRS will notify the County representative of the employee's progress and compliance, and any after-care recommendations. The County's HR manager will make the final decision regarding the employee's duties after returning to work.

Scope of Services – Proposed Solution

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

Confirmed. ComPsych will continue to provide unlimited CISM hours to the County.

The ComPsych 24-hour critical incident department deals exclusively with events such as natural disasters, fatal accidents, corporate restructuring and large-scale crises. Our specialized team will consult with managers, helping them to develop an action plan, facilitating on-site services, if necessary, and conducting follow-up calls with affected parties. This is an important distinction when comparing vendors—many competitors outsource this important service.

Expert Consultation Available Immediately

When County managers and supervisors are concerned about a situation or their teams are experiencing stress related to a traumatic event, the ComPsych critical incident department is available immediately. A critical incident services coordinator will gather information about the incident and provide immediate phone support. If on-site services are needed, the coordinator will arrange for a crisis counselor to be at the site.

Specialized Support for Managers

The ComPsych CISM department can provide specialized support to managers during and after critical events. We can help them to apply practical intervention techniques to give their staff and themselves a greater sense of control and reduce stress that can manifest as confusion and defensiveness.

Our practical guidance addresses:

- Talking and listening to staff about how they are coping
- Identifying and prioritizing assistance for employees who most need help
- Educating managers on post-trauma symptoms, CISM sessions and outcomes
- Organizing crisis staff and scheduling CISM sessions
- Linking managers to local crisis resources
- Reinforcing the benefits of EAP and counseling services
- Reminding managers to address their own stress

Live Support for Critical Events

In addition to supporting managers and supervisors, we can deliver live critical incident stress management (CISM) services for groups of employees or individuals affected by a critical event, delivered on-site or virtually. CISM services aim to reduce the likelihood of long-term psychological consequences caused by trauma related to a critical event. The sessions offer support, normalize trauma responses and help employees manage the symptoms.

We can provide CISM services within hours if needed. However, our experience shows that these sessions are most effective two to three days after the incident, when the shock has subsided and the employee can better identify psychological reactions to the event. Group sessions last approximately two hours and can be conducted separately for County employees and managers. During the session, the crisis GuidanceExpert moves the group or individual through a discussion of their reactions, coping mechanisms and recovery strategies.

We continued to provide critical incident support services without interruption during the COVID-19 pandemic, and in fact have seen an increase in their usage. We provided on-site CISM debriefings when safety concerns could be met for both the provider and employees and we consulted with managers and supervisors dealing with the effects of the pandemic. We also developed and rapidly implemented virtual CISM services that ensured appropriate response via telephonic and video group debriefings, as well as individual telephonic/video support.

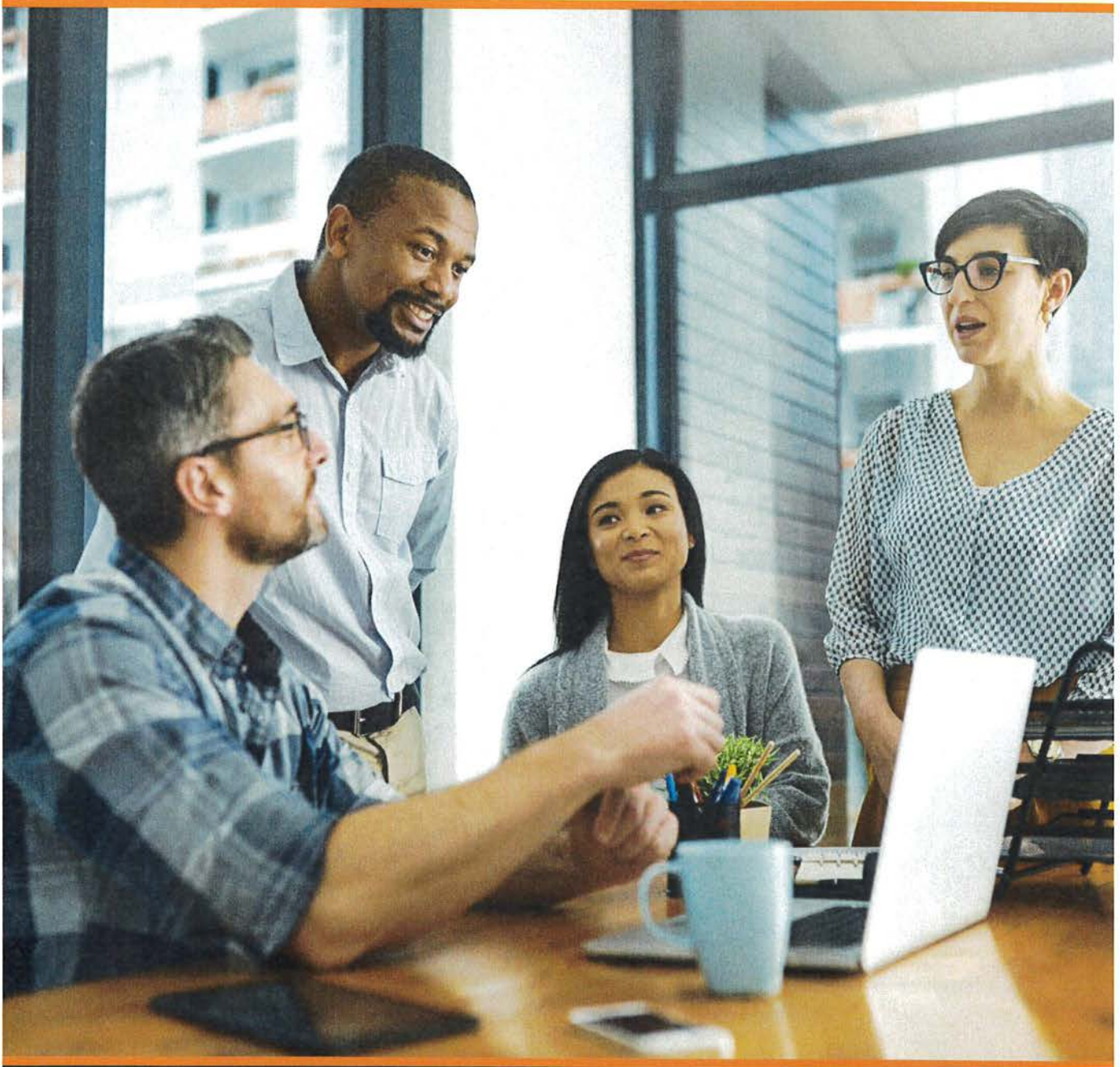
Scope of Services – Proposed Solution

ComPsych responded to more than 10,000 events in 2022, 89 percent of which resulted in a live on-site or virtual debriefing. In total, we arranged more than 9,000 separate de-briefings in response to incidents such as:

- Employee accidents, illnesses, injuries and deaths
- Robberies, bomb threats, shootings, sexual assaults and other workplace violence
- Downsizing, restructuring and other organizational changes
- Natural disasters, including wild fires, tornados and hurricanes
- Terrorism and other acts of violence
- PTSD support for first responders, inmate altercation

The ComPsych crisis service will also help customers, like the County, to plan for emergencies and can provide on-site assistance to support employees and families. Our account managers will even proactively offer help to a customer that may be affected by a publicized critical incident.

Executive Summary for Lake County, Florida (RFP 23-519)



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Understanding Lake County's Program Needs

Founded in 1887, Lake County ("the County") is a central county in Florida. With approximately 1,335 employees, the County knows that its employees play a key role in the County's ability to meet the demands of its constituents. That is why the County chose to partner with ComPsych® Corporation in 2014 to offer a robust employee assistance program (EAP) and work-life services to its employees.

ComPsych is an established leader in the behavioral health industry. As such, we understand the vital role that the EAP can play in supporting County employees and enabling them to be present and productive at work. In the past 9 years, our GuidanceResources program for the County has delivered cost-effective, quality and confidential services that are highly regarded and recognized by employees as a valuable benefit.

With nearly 40 years of behavioral health expertise and extensive experience providing EAP services for organizations in the public sector, ComPsych's best-practice approach to program development and delivery gives the County effective tools for managing employee performance, maintaining high levels of productivity and responding to unexpected tragedies in the workplace or community.

Presently, the County is re-evaluating EAP/work-life solutions to ensure it provides the best benefit for employees and their families at a competitive cost.

Given our history and proven track record as a valued partner, ComPsych is ideally suited to continue providing EAP and work-life services for the County, and to enhance our existing services with innovative engagement strategies and new program offerings that will ensure convenient, barrier-free EAP coverage for all employees and their family members.

We greatly value our strong and collaborative partnership with the County and we are confident in our ability to continue evolving with the organization to provide innovative solutions to meet its well-being needs. As part of that effort, ComPsych proposes the following EAP and work-life program for the County:

- **24/7 Access** to counseling and crisis intervention by experienced, master's-level intake clinicians
- **A 6-session EAP** to address personal issues such as relationship struggles, substance use, parenting challenges and grief
- **Comprehensive digital offerings**, which include:
 - *GuidanceResources® Online*: Award-winning web portal available in more than 40 languages and over 80 country-specific sites
 - *GuidanceNowSM*: Robust mobile app that enables on-the-go access to all EAP and work-life services
- **A robust work-life solution** that includes the following services:
 - Work-life family and personal convenience referrals for issues related to child and elder care, adoption, education, event planning, pet care and many other needs
 - Legal information and referrals from our staff of in-house attorneys for situations requiring expertise in family law, estate planning, landlord/tenant relations, consumer, civil and others
 - Financial information and advice from our staff of in-house financial experts to assist with concerns such as household budgeting, as well as short- and long-term planning
- **Tools for managers and supervisors** to create a positive work environment and address performance issues

County Program Snapshot

The value of our services can be seen in the following program results:

- **Overall Utilization (live and online usage, trainings and critical incident support):**
 - 2022: 23%
 - 2021: 29%
- **Live Utilization (counseling and work-life services):**
 - 2022: 4% (53 cases)
 - 2021: 8% (101 cases)
- **Case Resolution Rate (percent of cases resolved within the EAP):**
 - 2022: 100%
 - 2021: 100%
- **Top Presenting Issues:**
 - Partner/Relationships
 - Stress
 - Depression

- **A bank of 20 training hours included per contract year**, which may be used for any combination of the following:
 - Customized orientations for employees and managers, delivered on site or via webinar, to introduce the program and raise awareness of available services
 - Personal development workshops and seminars, available for more than 180 topics
 - Representation at health and enrollment fairs
- **Support for critical incidents** (including expert consultation and on-site debriefings) for an unlimited number of events such as workplace accidents, employee deaths, organizational restructuring and layoffs, natural disasters and other incidents
- **Program literature and promotional efforts**, including customized communications and a re-launch employee email to remind employees and their family members about available services.
- **High-touch account management**, program analysis and expert recommendations to ensure strong utilization, high employee satisfaction and a successful program that consistently meets the County's program goals

ComPsych: A Leader in Behavioral Health and Well-being

Founded in 1984, ComPsych is the world's largest provider of employee assistance programs (EAP) and is the pioneer and worldwide leader of fully integrated EAP, behavioral health, wellness, work-life, HR, FMLA and absence management services under its GuidanceResources brand. We serve 68,000 organizations, covering more than 139 million individuals throughout the United States and 200 countries. Our customers range from the Fortune 100 to smaller public and private concerns, as well as government entities and Taft-Hartley groups.

As a leader in the EAP and behavioral health industry, ComPsych works with more than 1,100 other leading entities in the public sector. We partner with major groups of various sizes and market segments and we develop built-to-suit programs that meet the unique needs of each of these organizations.

In addition to serving the County, our customer base includes the following organizations:

- | | | |
|--|--|--|
| • Camden County, New Jersey | • City of Phoenix, Arizona | • Montgomery County, Maryland |
| • Chesterfield County, Virginia | • City of Wilson, North Carolina | • Orange County Government, Florida |
| • Chesterfield County Public Schools, Virginia | • Durham County, North Carolina | • Pasco County Board of County Commissioners |
| • City of Austin, Texas | • Forsyth County, North Carolina | • Salt Lake City, Utah |
| • City of Houston, Texas | • Howard County Public Schools, Maryland | • St. Louis County |
| • City of Chattanooga, Tennessee | • Internal Revenue Service | • Seminole County, Florida |
| • City of Mesa, Arizona | • Johnson County, Kansas | • States of Arizona, Delaware, Idaho, Illinois, Kansas, Maine, New Mexico, Missouri and South Dakota |
| • City of Norfolk, Virginia | • Lee County, Florida | |
| • City of Philadelphia, Pennsylvania | • Maricopa County, Arizona | |

Through our experience with these organizations, we have learned that services must align with customers' benefit objectives, population and budget. We work closely with the County and other customers to develop customized programs and promotional strategies that maximize benefit dollars while improving productivity and performance—resulting in a positive impact on the bottom line.

As the world's leading EAP provider, we have access to an unsurpassed wealth of industry and customer data, which shapes our product and program development efforts to meet the evolving demands of our customers. We are zealous about meeting people "where they are," and to us, this means breaking down barriers to accessing the program. For example, we have developed a variety of access modalities, outreach methods and well-being resources that appeal to and address the preferences of today's multi-generational workforce regardless of the individual's age, background or culture. These efforts have been key to our successful partnership with the County.

ComPsych and the County: A Valued Partnership

ComPsych has partnered closely with the County to provide a customized program that meets the organization's complex and evolving needs. This partnership has resulted in the collaborative development of a robust EAP and work-life program that serves the County at both the organizational level (through high-touch program management and consultation) and the employee/family level (through accessible, relevant and truly valuable services).

Evidence of the value of the GuidanceResources program can be found in high levels of engagement and participation with the services. We are pleased to report that ComPsych's program for the County has consistently yielded high utilization rates that exceed industry norms. We have also been able to resolve the vast majority of clinical cases within the EAP, minimizing the need for referrals to a more costly benefit plan.

The following recent statistics illustrate the value that the County's HR staff, managers, employees and their family members find in our services:

- **Overall Program Utilization** (live and online usage, training/workshops and critical incident support): 23% for 2022 and 29% for 2021, far exceeding our book of business averages for similar organizations
- **Live Program Utilization** (counseling and work-life services): 4% for 2022 and 8% for 2021, far exceeding our book of business averages for similar organizations
- **Case Closure Rate** (percentage of cases resolved within the EAP, without referral to more costly medical benefits): 100% for 2022 and 100% for 2021, far exceeding our book of business average case closure rate for similar program models
- **Employee/Family Member Satisfaction**: 100% for 2022

As further testimony of our strong partnership, account manager Jaclyn Waluzak has served as the key day-to-day contact for the County since 2022. Jaclyn is an expert in EAP and work-life services and has continuously provided valuable insight and creative consultation to promote the GuidanceResources program while working closely with the County to customize and streamline program administration. In addition, Jaclyn is located in Florida, which gives her an advantage towards best serving the County. Having a regionally located account manager ensures a local program feel that meets the needs of the County's geographically and culturally diverse workforce.

Other highlights of our mutual accomplishments over the past few years include:

- **Custom Communications Strategies**: From the very beginning, we recognized that one size does not fit all regarding employee messaging. During implementation, we worked closely to develop a custom communications strategy featuring the County's branding as well as imagery and messaging that would resonate specifically with the County's employee population. Since then, we have supported the County's program with frequent and timely communications, such as recent initiatives around COVID-19, Mental Health Awareness and Diversity and Inclusion.
- **Specialized Care Resources**: We provide helpful informational resources such as [digital toolkits](#) that serve as targeted, one-stop resources for (industry type) workers. We also have implemented custom (worker type) solutions to meet the unique, non-clinical needs of (work type) employees, from child and elder care, to grocery delivery, moving and home remodeling.
- **Proactive Account Management**: ComPsych Account Manager, Jaclyn Waluzak, proactively provides information and opportunities to meet and collaborate to identify ways we can enhance Lake County's GuidanceResources program. For example, Jaclyn has provided the following support to Lake County:
 - **Customer Essay** that includes highlights of Lake County's GuidanceResources program for the past year, while also providing recommendations to enhance Lake County's program.
 - **World Watch article** that provides information and resources on dealing with blizzards and other natural disasters, such as when Hurricane Ian hit and impacted Lake County directly.

- **Communication Calendar** that provides monthly themes with corresponding resources to assist Lake County in promotional efforts to keep Lake County's employee population engaged throughout the year.
- **Training Topics list and catalog** to encourage the use of Lake County's training hours that will help increase program engagement.
- **Newly developed communication materials** that offer exciting and inviting graphics and messaging to further engage Lake County employees.

Meeting the County's Needs Today

One of the keys to our success as the County's partner has been our approach to services that resonate with the County's employees and their family members. ComPsych develops and promotes targeted services based on pressing trends among the County's employees, as well as issues in the news, such as the [crisis in Ukraine](#), the COVID-19 virus, [acts of mass violence](#), social and political issues, the opioid epidemic and [mental health awareness](#). Our continuous flexibility enables us to address current issues that the County employees are thinking about and these efforts often serve as a powerful gateway into using the program.

The Pandemic

At the outset of the pandemic, we implemented weekly reporting for customers that detailed the number of total calls, average speed of answer, abandonment rate, and the number of calls related to COVID-19, as well as how we were triaging all pandemic related calls. This reporting provided our customers greater visibility to how these pressing issues are affecting employees and their family members. Meanwhile, we fast-tracked a number of planned telepsych enhancements to ensure we could continue to meet employee needs, including:

- Rapid growth of our telepsych network, offered through the ComPsych network and select partnerships
- Expanded team of ComPsych staff counselors available for immediate appointments
- Scheduled chat sessions and 24/7 counselor texting alongside existing video and telephonic modalities
- On-line scheduling capabilities available with select providers
- Seamless integration of telepsych solutions with 24/7 live clinical intake resources

Simultaneously, we developed a number of targeted tools and resources, including a series of [webinars](#) that offer guidance and best practices for navigating the unique situations caused by the pandemic, as well as recent civil unrest issues and social change. These webinars, which were delivered to individuals across the globe in a dozen languages, were widely attended and well-received. The programs covered a range of topics, from strategies for calming fears and practical tips for coping with uncertainty to guidance on how to set up a work-at-home environment and routine to ensure success.

We also released a series of [digital toolkits](#) that served as one-stop resources for a range of issues caused or impacted by the pandemic. These toolkits do not require log-in credentials or access codes and include a wide array of health, safety and well-being resources for topics such as:

- [Back to school resources](#)
- [COVID-19 resources](#)
- [Diversity and inclusion resources and support for social change](#)
- [Essential workers and front-line caregiver needs](#)
- [Financial resiliency](#)
- [Mental health and suicide awareness](#)

These digital resources could be easily disseminated to County employees and were prominently featured on the County-dedicated GuidanceResources Online portal, available via our mobile app, GuidanceNowSM, and highlighted on the County's internal site.

Finally, we continued to provide critical incident support services without interruption, which increased during the pandemic. We provided on-site critical incident debriefings when safety concerns could be met for both the provider and employees, and we consulted with managers and supervisors dealing with the effects of the pandemic. We also developed and rapidly implemented virtual CISM services that ensured appropriate responses via telephonic and video group debriefings, as well as individual telephonic/video support.

While organizations continue to recover, the world will still reckon with the social, behavioral and economic impact of the pandemic. History has shown that the mental health impact of disasters often outlasts the physical impact, suggesting that today's elevated mental health needs will continue beyond the pandemic itself. More than ever, our EAP and work-life services will offer a vital resource to address employee issues and provide support.

Anxiety/Depression Cases



OBSERVATION
The number of adults who reported depression and anxiety increased by 300%.

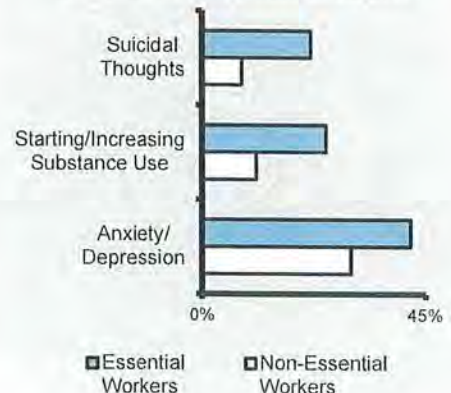
Mental Health Impacts

Adults surveyed reported specific negative impacts on their mental health and well-being:



Impact on Essential Workers

OBSERVATION
Compared to nonessential workers, essential workers are more likely to report a negative impact of the pandemic related to mental health or substance use.



Source: "The Implications of COVID-19 for Mental Health and Substance Use," Kaiser Family Foundation, 2021

Our programs include support for many of the issues that employees will face as the pandemic subsides:



ANXIETY & DEPRESSION

Short-term counseling (via in-person, telephonic, video and chat sessions)
Computerized cognitive behavioral therapy (CCBT) platform



FINANCIAL CHALLENGES

Access to in-house financial experts (FinancialConnect®)
WellthSourceSM digital financial wellness platform



CHILD CARE NEEDS

Unlimited assistance for child care, adoption, education, etc. (FamilySource®)
Customized referral packets with 3-5 prescreened resources



SUBSTANCE USE RESOURCES

Substance use counseling services
Computerized cognitive behavioral therapy (CCBT) platform
Tobacco cessation digital coaching module



SUPPORT FOR MANAGERS

Formal referral services
Drug-Free Workplace Policy Consultation
Personal development trainings and seminars

Continuous Program Enhancements

As the County's partner, ComPsych is an innovative organization that consistently enhances programs and services to ensure we offer best-in-class EAP benefits to our customers. For the County, this approach has kept the program fresh, accessible and top of mind, while supporting its goals of ensuring overall employee well-being and driving increased utilization.

For example, recent, current and planned enhancements that will benefit the County include:

- Growing our national team of licensed staff counselors in underserved markets to ensure additional specialties and local in-person/telehealth availability for counseling sessions.
- Optimizing our Computerized Cognitive Behavioral Therapy (CCBT) platform globally to support diverse populations and language needs. English, Spanish, German, French, and Canadian French are currently available and planned implementations include Simplified Chinese, Portuguese, and Japanese.
- Expanding our coaching services to address mental health, physical health and well-being through one holistic solution. Wellbeing coaching for socio-emotional well-being issues such as burnout, stress, resiliency, time management, self-esteem, motivation, and more is available globally, as well as physical health coaching for weight management and tobacco cessation modules. We are also launching group coaching options and modalities.
- Offering clinically-facilitated group sessions for employees on difficult emerging social issues such as Diversity, Equity and Inclusion; vaccine anxiety; racial stress; climate grief; sexism; and more. These discussion-based, interactive "Guidance Sessions" allow employees to share their personal experiences related to a shared stressor and identify opportunities to build resilience and cope successfully with those concerns.
- Implementing clinically-validated, therapist-guided virtual reality (VR) experiences to effectively treat anxiety, addiction, trauma, phobias and depression-related disorders through exposure therapy and other approaches, as well as VR-enabled relaxation, mindfulness and breathing programs.
- Expanding WellthSourceSM, our interactive digital self-care platform, to include new modules and resources on student debt, financial hardship and budgeting, as well as UX/UI improvements and upgraded assets.
- Launching several new domestic and global trainings for 2023 based on trending topics and pressing cultural issues including: psychological safety in the workplace; leading with authenticity; communicating in challenging situations; acceptance of others; combatting imposter syndrome; digital mindfulness; setting personal and professional boundaries; delegation in work and life; desk-exercise; the joy of movement; and more.
- Assessing emerging treatment approaches and point solutions for integration into our care models. This includes clinical partnerships with organizations such as Brightline, Meru Health, WorkIt Health, and Koa Health.

Ensuring Access to Care for County Employees

ComPsych continually evaluates opportunities to expand access and ensure a frictionless experience for County employees and their family members. As the industry leader in behavioral health, we know that mental health issues have never been more prevalent and the need for tools and resources to address these issues has never been greater. With the pervasiveness of stressful events such as the COVID-19 pandemic, recent acts of mass violence, the growing opioid crisis and others, 20-40 percent of the U.S. population has experienced some form of mental illness over the last year, and only half of those individuals have undergone any type of treatment.

The reasons for low treatment levels are various, but the availability of mental health providers is one key factor—a two pronged issue that comprises a national shortage of counselors and extreme distribution gaps outside of major population centers. In fact, roughly 150 million Americans live in a mental healthcare Health Professional Shortage Area (HPSA), according to the U.S. Department of Health and Human Services.

Understanding that network accessibility is a critical component of choosing the right EAP partner, ComPsych has built a proprietary, best-in-class network of more than 100,000 licensed, credentialed providers that mirrors the needs of our customers like the County and provides the broadest range of top-quality care options for its employees. We continuously monitor our network (e.g., schedule availability, clinical outcomes, employee satisfaction, case resolution, etc.) to ensure adequate provider quality, access and appointment availability. Throughout every interaction with our providers, we foster collegial relationships and a feeling of connectedness to our organization, which ensures providers are eager to accept appointments from ComPsych clients.

When needed, we expand our coverage and areas of specialization to meet the needs of our customers like the County. This includes building custom networks of specialty or preferred providers. Providers in these custom networks offer a broader range of clinical expertise that can be matched upon intake and are fully-trained on the organizational needs and culture of each customer. For example, for many of our large public sector customers, we have implemented a preferred network of providers who specialize in PTSD and trauma to serve their first responder populations. We work with these providers to offer more immediate level of availability; confirm their specialized experience; ensure consistently high levels of participant satisfaction; and ensure strong case resolution. The depth and breadth of our existing provider network—and our willingness to expand and customize it—is just one of the strengths that separate ComPsych from our competitors. Other recent initiatives to promote access and ensure provider availability, including but not limited to:

- Rapid growth of our telepsych network, offered through the ComPsych network and select partnerships
- Expanded team of ComPsych staff counselors available for immediate appointments
- Scheduled chat sessions and 24/7 counselor texting alongside existing video and telephonic modalities
- Self-guided digital provider selection and scheduling
- Aggressive network recruitment and expedited credentialing
- Provider-relations portal and training enhancements
- Expanded on-demand digital options
- One-on-one virtual coaching services for low-acuity issues
- Clinically-facilitated group sessions on challenging and emerging topics
- Seamless integration of telepsych solutions with 24/7 live clinical intake resources

Finally, ComPsych continues to offer a range of technology-driven choices in order to provide the broadest access to care possible. Today, a large portion of our network offers one or more tele-counseling modalities and that number continues to grow rapidly. These tele-counseling modalities include:

Executive Summary

- **Telephone Counseling:** Telephone counselors can help if employees need counseling, but cannot or do not want to schedule a face-to-face visit because of their schedules, a lack of childcare or transportation, or an illness or injury. Telephone counseling involves the same procedures as in-person counseling, including assessment and treatment.
- **Video Counseling:** Video counseling appeals to those who desire an alternative to in-person counseling. Video sessions allow counselors to observe the nonverbal cues and responses critical to assessment and treatment. To use this option, employees require only a webcam and software, which can be downloaded for free.
- **Chat Counseling:** Accessible through a secure portal, employees and their families can schedule real-time chat counseling sessions provided by licensed counselors. Individuals can also ask a quick question or share their progress by texting their counselor directly on a 24/7 basis.

Looking Ahead to Stay Ahead: Our Evolving Partnership with the County

Through our longstanding partnership with the County, we understand that building mental health awareness and developing resources that provide support for mental health and overall well-being are now, more than ever, a key focus for the organization. In fact, based on our program reporting for the County, we know that the issues County employees struggle with most include psychological problems, depression and financial challenges.

As such, we would like to take this opportunity to recommend the following optional programs to address the needs of County employees and their family members:

- **Well-Being Coaching:** ComPsych knows that employees do not view their lives in compartments, and that mental health, work-life challenges and physical issues often intertwine. Available as a fully integrated add-on to current EAP programs, we offer access to one-on-one coaching services (via telephonic or video sessions) that address mental health, physical health and well-being through one holistic solution. Our certified coaches help participants address a wide variety of socio-emotional well-being issues including, but not limited to, burnout, stress, resiliency, time management, self-esteem, motivation and beyond. Our program also addresses physical well-being issues such as exercise, nutrition, weight management, sleep, back care, tobacco cessation and much more.
- **Computerized Cognitive Behavioral Therapy (CCBT) Platform:** We offer a leading, interactive digital program that addresses stress, depression, anxiety, mindfulness, insomnia, and more. This needs-based digital platform uses sophisticated technology to address behavioral health issues in a personalized and user-friendly fashion. [CCBT](#) offers expanded alternative access to behavioral health care and is available via desktop, tablet and mobile app, providing support and services whenever and wherever users need it most. This service is available for an additional fee.
- **WellthSourceSM Digital Financial Wellness Platform:** A needs-based, digital financial wellness platform that offers interactive, guided programs, tools and resources, 24/7. Available on desktop, tablet and mobile platforms, [WellthSource](#) helps users create a well-planned, flexible and sustainable lifestyle of healthy financial choices and habits. Features include:
 - Interactive digital platform creates a personalized financial wellness curriculum for each user
 - Easy-to-follow digital modules to create a legally binding will and personalized financial plan
 - Access to ComPsych's dedicated staff of impartial, in-house CPAs, CFPs and other financial experts

Summary

The County is a highly valued ComPsych customer and we are excited for the opportunity to not only continue our partnership, but build upon the success of our current programs and expand our service offerings. ComPsych's expertise lies in our ability to understand our customers' unique challenges and ever-evolving business objectives. As we have successfully done for the County, we use this information to recommend the appropriate services and support at the right time—providing affordable programs that address employee issues and minimize the negative business impact of an absent, unhealthy or unproductive workforce.

ComPsych is fully committed to continuing our partnership with the County and achieving its organizational well-being goals. We will continue to deliver our best-in-class programs, while enhancing our service offerings to take the County's program to the next level. We are pleased to participate in this RFP process and look forward to further discussion regarding our continued support of the County's program.

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

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

For more information, please visit www.compsych.com.

COMPOSITE EXHIBIT C

ATTACHMENT 1 – SUBMITTAL FORM

23-519

The undersigned hereby declares that: ComPsych Corporation has examined and accepts the specifications, terms, and conditions presented in this Solicitation, satisfies all legal requirements to do business with the County, and to furnish **EMPLOYEE ASSISTANCE PROGRAM (EAP)** for which Submittals were advertised to be received no later than 3:00 P.M. Eastern time on the date stated in the solicitation or as noted in an addenda. Furthermore, the undersigned is duly authorized to execute this document and any contracts or other transactions required by award of this Solicitation.

1.0 TERM OF CONTRACT

The Contract will be awarded for an initial one (1) year term with the option for two (2) subsequent two (2) year renewals. Renewals are contingent upon mutual written agreement.

The Contract will commence upon the first day of the next calendar month after approval by the authorized authority. The Contract remains in effect until completion of the expressed and implied warranty periods. The County reserves the right to negotiate for additional services/items similar in nature not known at time of solicitation.

2.0 PAYMENT

The Contractor shall humanresources@lakecountyfl.gov the County's using department an accurate invoice within 30 calendar days after delivery. Invoices shall reference the: purchase/task order, delivery date, delivery location, and corresponding packing slip or delivery ticket signed by a County representative at the time of acceptance. Failure to submit invoices in the prescribed manner will delay payment.

Payments will be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes. The County will remit full payment on all undisputed invoices within 45 days from receipt by the appropriate County using department. The County will pay interest not to exceed 1% per month on all undisputed invoices not paid within 30 days after the due date.

All pricing will be FOB Destination unless otherwise specified in this solicitation document. Pricing submitted will remain valid for a ninety (90) day period.

Vendor accepts MasterCard for payment: YES

3.0 CERTIFICATION REGARDING LAKE COUNTY TERMS AND CONDITIONS

I certify that I have reviewed the General Terms and Conditions for Lake County Florida and accept the Lake County General Terms and Conditions dated 5/6/21 as written including the Proprietary/Confidential Information section. YES

Failure to acknowledge may result in Submittal being deemed non-responsive.

4.0 CERTIFICATION REGARDING FELONY CONVICTION

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

5.0 CONFLICT OF INTEREST DISCLOSURE CERTIFICATION

Except as listed below, no employee, officer, or agent of the firm has any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and, this Submittal is made without prior understanding, agreement, or connection with any

corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud. Confirmed, no conflict of interest.

6.0 CERTIFICATION REGARDING BACKGROUND CHECKS

Under any County Contract that involves Contractor or subcontractor personnel working in proximity to minors, the Vendor hereby confirms that any personnel so employed will have successfully completed an initial, and subsequent annual, Certified Background Check, completed by the Contractor at no additional cost to the County. The County retains the right to request and review any associated records with or without cause, and to require replacement of any Contractor employee found in violation of this requirement. Contractor shall indemnify the County in full for any adverse act of any such personnel in this regard. Additional requirements may apply in this regard as included within any specific contract award. YES

7.0 DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

The County does not establish specific goals for minority set-asides however, participation by minority and non-minority qualified firms is strongly encouraged. If the firm is a minority firm or has obtained certification by the State of Florida, Office of Supplier Diversity, (OSD) (CMBE), please indicate the appropriate classification(s) not applicable not applicable and enter OSD Certification Number Click or tap here to enter text. and enter effective date Click or tap to enter a date. to date Click or tap to enter a date.

8.0 ANTITRUST VIOLATOR VENDOR LISTS

A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity.

9.0 FEDERAL FUNDING REQUIREMENT

NOT APPLICABLE

10.0 RECIPROCAL VENDOR PREFERENCE

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

- A. Primary business location of the responding Vendor: Chicago, Illinois
- B. Does the responding vendor maintain a significant physical location in Lake County at which employees are located and business is regularly transacted: NO If “yes” is checked, provide supporting detail: Click or tap here to enter text.

11.0 GENERAL VENDOR INFORMATION

Firm Name: ComPsych Corporation

Street Address: 455 N. Cityfront Plaza Dr.

City: Chicago State and ZIP Code: Illinois 60611

Mailing Address (if different): Click or tap here to enter text.

Telephone: 312-595-4000 Fax: Click or tap here to enter text.

Federal Identification Number / TIN: 36-3739783

DUNS Number: 77-993-5295

12.0 SUBMITTAL SIGNATURE

I hereby certify the information indicated for this Submittal is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an authorized representative of this Vendor and/or empowered to execute this Submittal on behalf of the Vendor. I, individually and on behalf of the Vendor, acknowledge and agree to abide by all terms and conditions contained in this solicitation as well as any attachments, exhibits, or addenda.

Name of Legal Representative Submitting this Proposal: *Dale Grenolds*

Date: 4/3/2023

Print Name: Dale Grenolds

Title: Exective Vice President

Primary E-mail Address: dgrenolds@compsych.com

Secondary E-mail Address: Click or tap here to enter text.

The individual signing this Submittal affirms that the facts stated herein are true and that the response to this Solicitation has been submitted on behalf of the aforementioned Vendor.

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**LAKE COUNTY, FLORIDA
ATTACHMENT 2
EMPLOYEE ASSISTANCE PROGRAM WORKSHEET**

WORKSHEET INSTRUCTIONS: Answer the questions as completely as possible. Do not refer the reader to another section of your response.

A. QUALIFICATIONS OF FIRM AND STAFF

1. Provide the following information about your company:

Company Name	ComPsych Corporation
Service Center Location	455 N. Cityfront Plaza Dr. Chicago, IL
Primary Contact for RFP	Ed Waisbrot, Business Development Executive
Contact Person Address	455 N. Cityfront Plaza Dr. Chicago, IL
E-mail Address	ewaisbrot@compsych.com
Telephone	312-662-9985

2. List five (5) current client references of your Company. Public sector groups are preferred but not required.

Current Clients (1,000+ Subscribers) Current Clients (Public Sector Groups Preferred)	Contact Name	Contact Title	Contact Telephone/ Email Address	Years as Client
1. Orange County Government	Shreya Moolchandani	HR, Benefits	shreya.moolchandani@ocfl.net (407) 836-5833	9
2. Lutheran Senior Services	Denis Thien	Director of Benefits and Compensation	Denis.Thien@LSSLiving.org (314) 262-8234	1
3. Austin Independent School District	Christina Shepard	Director of Benefits	Christina.shepard@austinisd.org (512) 414-1700 x55104	3
4. State of South Dakota	Judy Stulken	Director of Benefits	Judy.Stulken@state.sd.us (605) 773-4099	2
5. City of Philadelphia	Robert Bevilacqua	Benefits Administrator	Robert.Bevilacqua@phila.gov (215) 686-2326	5

Company:

3. List the personnel your company will assign to help administer the EAP Program for each component below.

EAP	Name	Location	Years with Company	Current Work Load
Account Manager	Jaclyn Waluzak	Florida	1.5	9 accounts.
Account Service Contact	Jaclyn Waluzak	Florida	1.5	9 accounts.
EAP Clinical Contact	Dr. Ewa Antonowicz	Chicago HQ	30	N/A
Trainer for Supervisors	Ken Zuckerberg	Chicago HQ	16	N/A

B. EAP Administrative Services

1. Provide the following information regarding administrative services:

Issue	Confirm	Deviations
<p>1. Confirm that your Company will provide confidential and professional EAP services to benefits-eligible employees and their dependents with up to six (6) in-person sessions per issue for assessment, referral and short term counseling and up to three (3) fifty (50) minute telephonic Life Coaching sessions per issue.</p>	Confirmed.	
<p>2. Confirm that your Company will provide EAP services that provide the following counseling and referral services:</p> <ul style="list-style-type: none"> a. Face to face counseling for, but not limited to: <ul style="list-style-type: none"> i. Marital and Family Relationships ii. Stress Management iii. Alcohol and Drug Issues iv. Work-related Concerns v. Depression and Anxiety 	<p>a. Confirmed.</p>	<p>a.</p>

Company:

Issue	Confirm	Deviations
<ul style="list-style-type: none"> vi. Bereavement vii. Work/Life Balance assistance <p>b. Life Coaching Services for, but not limited to:</p> <ul style="list-style-type: none"> i. Stress Management and Balance ii. Spirituality and Personal Growth iii. Career Planning and Developments iv. Motivation and Time Management v. Finances and Budgeting vi. Legal Services 	b. Confirmed	b.
3.	Confirmed.	
4.	Confirmed.	
5.	Confirmed.	
6.	Confirmed.	
7.	Confirmed.	
8.	Confirmed.	
9.	Confirmed.	

Company:

Issue	Confirm	Deviations
<p>10. Confirm that your Company will provide an assigned account manager who shall be available to meet on a quarterly basis with the County and its administrative staff, or more frequently as deemed necessary by the County.</p>	Confirmed.	
<p>11. Confirm that your Company will provide quarterly reports that include the following:</p> <ul style="list-style-type: none"> a. Employee satisfaction b. Provider network retention c. Quarterly and year-to-date services by assistance category to include breakdown by unique individual, number of EAP sessions utilized, work life utilization, online uses, services by provider (group, 1 to 1, telephonic), times from initial call to actual scheduled session, and results of additional services provided 	Confirmed.	
<p>12. Confirm that your Company will provide an annual training session for all County supervisory personnel.</p>	Confirmed.	
<p>13. Confirm that your Company will provide a minimum of Fifteen (15) hours of onsite EAP seminars for County employees annually to be used for trainings, orientation, etc. These can be virtual at the County's discretion.</p>	Confirmed.	
<p>14. Confirm that your Company will participate and attend the County's Annual Benefits Open Enrollment sessions and Employee Health Screenings. Typically there is an average of five (5) Open Enrollment/Employee Health Screening sessions scheduled. These can be virtual at the County's discretion. These meetings should not be included in the 15 hour onsite bank referenced in 13.</p>	Confirmed.	
<p>15. Confirm that you Company will include the ability for self-referral and supervisor referrals.</p>	Confirmed.	

Company:

Issue	Confirm	Deviations
16. Confirm that your Company will provide consultation to Supervisors to assist them in resolving workplace issues and in making necessary referrals.	Confirmed.	
17. Confirm that you Company will include Fitness for Duty exams for employees, if necessary to be billed separately.	Confirmed.	
18. Confirm that you Company will include Substance Abuse Professional (SAP) services following DOT and Florida Drug- Free regulations to be billed separately.	Confirmed.	
19. Confirm that your Company will provide unlimited on-site intervention incidents (e.g., Critical Incident Stress Debriefing or Emotional Incidence Stress Debriefing).	Confirmed.	

C. Employee Assistance Program Provider Network

1. List your Company's number of EAP providers in your network having offices in each County. Count a provider with multiple offices only once.

County	LCSW	Psychologists	Psychiatrists
Lake	4	7	2
Sumter	3	0	0
Marion	4	2	6
Volusia	12	5	3
Seminole	12	10	3
Orange	51	34	21
Osceola	12	20	7
Polk	21	3	8
Total	119	81	50

Company:

2. List your Company's number of EAP providers in your network who provide Fitness For Duty and DOT Substance Abuse Professional Evaluations in each County. A provider with multiple offices may be listed more than once.

County	Fitness for Duty Level One	Fitness for Duty Level Two	DOT-SAP Evaluations
Lake	*See Below		
Sumter			
Marion			
Volusia			
Seminole			
Orange			
Osceola			
Lake			
Total			

N/A for FFD and DOT services. We have a limited direct network, however, we contract with a national agency that specialize in both FFD and DOT services. ComPsych can ensure we can provide the proper care and services for the County.

Company:

Please respond to the following:

Issue	Response
<p>1. Confirm that your Company will provide licensed, professional EAP counselors of varying degrees of professional licensing (certified psychiatrist, psychologist, family and marriage counselors) experience in providing EAP services.</p>	<p>Confirmed.</p> <p>To be admitted to our network, a GuidanceExpert must possess the following minimum criteria:</p> <ul style="list-style-type: none"> • A master's degree in a behavioral health-related field and a doctorate for psychologists • A license to practice in the state at the highest level of independent license granted by the state licensing board • Three years of post-graduate experience with established, clinically accepted treatments • Confirmed availability for our referrals • Malpractice insurance (\$1 million per occurrence/\$3 million aggregate) • Advanced education in a related specialization—for example, substance use, children or eating disorders • Willingness to participate in the ComPsych quality oversight and assurance programs
<p>2. Confirm that your Company will provide comprehensive EAP National and Statewide provider networks.</p>	<p>Confirmed.</p> <p>ComPsych is committed to providing access to qualified providers for our customers' employees wherever they live, work and travel. The depth and breadth of our existing provider network—and our willingness to expand it—is just one of the strengths that separate ComPsych from our competitors.</p> <p>We have more than 91,000 providers in our EAP network to serve customers across the U.S. and in more than 190 countries. Rather than build our network on contingency, ComPsych has structured it to accommodate the needs of our existing customers. This way, our highly experienced, licensed GuidanceExperts regularly receive referrals, and their active participation deepens their understanding of our EAP services.</p> <p>We maintain an open network policy and are willing to expand our network to include recommended providers who meet our credentialing criteria. In fact, we take the initiative to ask benefits administrators for referrals and contact those providers to gauge their interest in joining our network. If applicable, we'll invite them to join our network, expediting the credentialing and contract process for them to speed up their availability for referrals from ComPsych.</p>

Company:

Issue	Response
3. Confirm that your Company will provide access to quality licensed providers throughout the geographic boundaries of Lake County, and surrounding counties with high provider retention. Surrounding counties are comprised of Sumter, Marion, Volusia, Seminole, Orange, Osceola, and Polk Counties.	Confirmed.

D. EAP Program Cost, MINIMUM EAP Services & Performance Guarantees

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

Employee Breakdown	Employees
All Eligible Employees	1335

						EAP Fees		
	Employees	2023-2024	2024-2025	2025-2026	2026-2027 Optional	2027-2028 Optional		
All Eligible Employees (Per Employee Per Month Fee)	1335	\$1.17 pepm	\$1.17 pepm	\$1.17 pepm	\$1.17 pepm	\$1.17 pepm		
Total Annual Premium		\$18,743.40	\$18,743.40	\$18,743.40	\$18,743.40	\$18,743.40		

- a. Please provide the following information.

Issue	Response
1. Confirm that the limit increase for years 4 and 5 shall not exceed 3%.	Confirmed.

Company:

2. Confirm the EAP Minimum Services included in your Company's guaranteed EAP fees by checking YES below. List any additional fees for services that exceed the minimum services that are not included in your Company's EAP fees in the column to the right.

EAP Minimum Services Included in EAP Fee	YES	NO	Additional Fees for Services Exceeding the Minimums
1. Confirm that program rates shall include the services outlined in the scope of services.	X		
2. Confirm that program rates shall be guaranteed for a minimum of three (3 years)	X		
3. Confirm that your Company will be responsible for all costs of producing, printing, and mailing/distributing adequate quantities of posters, brochures and flyers as designated by the County. The format and content of all materials used must be satisfactory to the County.	X		Our program rates include the cost of producing our standard communication materials in English. However, we also offer materials in different languages to support our multilingual customers.
4. Confirm that your Company will provide confidential and professional EAP services to Eligible Employees and their dependents (spouse, children and family members within their household) with up to six (6) sessions per issue for assessment, referral and short term counseling.	X		
5. Confirm that your Company will provide EAP services that will include the ability for self-referral and supervisor referrals.	X		
6. Confirm that your Company will provide EAP services that will include group counseling, telephonic and one to one counseling.	X		
7. Confirm that your Company will provide EAP telephonic customer service and urgent counseling functions that will be available 24 hours 7 days a week.	X		
8. Confirm that your Company will provide EAP services that will include counseling and referral services including but not limited to: a. Work/Life Balance assistance	a. X	a.	
	b. X	b.	
	c. X	c.	
	d. X	d.	

Company:

EAP Minimum Services Included in EAP Fee	YES	NO	Additional Fees for Services Exceeding the Minimums
b. Coping with change	e. X	e.	
c. Child and elder care services	f. X	f.	
d. Eating disorders	g. X	g.	
e. Health and Wellness	h. X	h.	
f. Community resources	i. X	i.	
g. Psychological/Emotional problems	j. X	j.	
h. Marital/divorce issues	k. X	k.	
i. Anger	l. X	l.	
j. Domestic violence	m. X	m.	
k. Anxiety/Stress Management	n. X	n.	
l. Depression	o. X	o.	
m. Gambling addiction	p. X	p.	
n. Substance Abuse and Recovery			
o. Financial Assistance			
p. Legal Problems			
8. Unlimited Critical Incident assistance to the County.	X		
9. Confirm that your Company will provide EAP services that will include participation and attendance at the County's annual health fairs.	X		
19. Confirm that your Company will educational materials, including EAP brochures, instruction on accessing EAP, newsletters and posters to promote and encourage participation in EAP services.	X		
20. Confirm that your Company will effective educational materials and consumer web tools to assist employees and dependents with EAP related conditions including online EAP provider network.	X		
21. Confirm that your Company will provide participants with alternative options to EAP services as appropriate.	X		
22. Confirm program rates include claims administration for incurred but not reported run out visit charges following termination of the contract.	X		

Question	Response
<p>23. Describe the steps your company would take to resolve an access to care issue (i.e. a provider is unable to be assigned to a member in a timely manner).</p>	<p>If our network services department receives a complaint about a provider, a specialist will research the complaint to learn what happened and will work to resolve the issue. Procedural issues (such as billing) are most frequent and easily resolved. Quality of care issues are escalated to ComPsych's clinical director, who will speak with the provider directly. We further escalate the issue to ComPsych's credentialing committee for final resolution. During the process, we do not give the provider new referrals until the issue is resolved.</p> <p>We track all complaints about providers, monitoring each provider for any repeats of complaints/issues, which could result in termination. Should the complaint pertain to a quality of care issue or general dissatisfaction with the provider, we will offer the individual a new referral.</p>
<p>24. What is the average wait time for a coach, therapist, and/or psychiatrist? Provide the average wait time by month in the last 12 months.</p>	<p>For routine matters, individuals can schedule an appointment in an average of three days. These routine appointments are available six days a week. If employees have an urgent request, we will provide care through a referral to a GuidanceExpert within 48 hours. During emergency calls, the ComPsych GuidanceConsultants use their crisis intervention skills to implement crisis protocols immediately. They coordinate in-person services with a hospital emergency room or an EAP GuidanceExpert.</p>

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

Below are all comments regarding the Terms and Conditions.

Assumptions, Limitations, or Exclusions	Impact
1. Grant Funding (page 3): ComPsych requests the opportunity to discuss this Section.	
2. Non-Exclusivity (page 5): Splitting the contract among multiple bidders may impact pricing.	
3. Deficiencies in Work to be Corrected By the Contractor (pgs. 5-6): ComPsych requests the opportunity to discuss the applicability this Section to services provided by ComPsych.	
4. Acceptance of Goods and Services (page 6): ComPsych requests the opportunity to discuss the applicability this Section to services provided by ComPsych.	
5. Responsibility as Employer (page 8): ComPsych requests the opportunity to discuss limiting the requirement related to removing an employee to Account Management employees.	

Company:

Assumptions, Limitations, or Exclusions		Impact
6. Termination for Convenience (page 9): ComPsych requests the opportunity to discuss the third sentence of this Section for clarification.		
7. Termination for Default (pgs. 9-10): ComPsych requests the opportunity to discuss this Section.		
8. Right to Audit (page 10): ComPsych requests the opportunity to discuss this Section.		
9. Public Records Law, Subsection D (pgs. 10-11): ComPsych requests the opportunity to discuss this Section.		
10. Copyrights (page 12): County specific reports are the only item created specifically for County.		

4. List the **Performance Guarantees** your Company has included in your proposal.

Issue/Service	Performance Standard	Performance Guarantee
1. Provider Network	Involuntary provider turnover less than 3% annually	1%
2. Customer Service	ASA: Answer within an average of 20 seconds or less Call Abandonment Rate: 3% or less of calls to intake	1% 1%
3. Reporting	Quarterly, within 30 days of each quarter	1%
4. Account Management	Organization will maintain experience, dedicated account service contacts to provide timely service to Lake County Human Resources personnel	1%
5. Employee Satisfaction	95% of all participants who respond to the survey will report satisfaction with services	1%

As an officer of the Company, I certify that the information contained in our proposal worksheet is accurate, and our Company will be bound by the contents of our proposal.

Signature: *Dale Grenolds* Date: 4/3/2023

Name: Dale Grenolds Title: Executive Vice President

Company:



HEAL FLORIDA • REAL CHANGE
Office of Procurement Services

P.O. Box 7800 • 315 W. Main St., Suite 416 • Tavares, FL 32778

SOLICITATION: Employee Assistance Program (EAP)

03/15/2023

Vendors are responsible for the receipt and acknowledgement of all addenda to a solicitation. Confirm acknowledgement by including an electronically completed copy of this addendum with submittal. Failure to acknowledge each addendum may prevent the submittal from being considered for award.

THIS ADDENDUM DOES NOT CHANGE THE DATE FOR RECEIPT OF PROPOSALS.

QUESTIONS/RESPONSES

Q1. Are the quarterly Account Management meetings onsite or virtual?

R1. These meetings are typically held virtually.

Q2. How many CIR/CISD hours do you have available in your current EAP plan?

R2. There are unlimited CISD/CIR hours in the contract. This service is included with the PEPM fee.

Q3. Does your current plan include Supervisory referrals?

R3. Yes, Supervisory referrals are included.

Q4. We understand that open enrollment is around 5 sessions. Are these on the same day? How many days/hours would the vendor be expected to be onsite for this?

R4. See attached Addendum 1 Open Enrollment 2019 Stuffer

Q5. Can you provide the cost of your current EAP program?

R5. \$1.22 PEPM

Q6. The RFP states that we need to show proof of Sunbiz.org registration. Can the County provide us more information about what this specifically means?

R6. Businesses registered on Sunbiz.org to make corporate and business filings public, the State of Florida's goal is to ensure businesses and individuals are protected when doing business with one another.

ADDITIONAL INFORMATION

ACKNOWLEDGEMENT

Firm Name: ComPsych Corporation

ADDENDUM NO. 1

23-519

I hereby certify that my electronic signature has the same legal effect as if made under oath; that I am an authorized representative of this vendor and/or empowered to execute this submittal on behalf of the vendor.

Signature of Legal Representative Submitting this Bid: *Dale Grenolds*

Date: 4/3/2023

Print Name: Dale Grenolds

Title: Executive Vice President

Primary E-mail Address: dgrenolds@compsych.com

Secondary E-mail Address: Click or tap here to enter text.



Office of Procurement Services

P.O. Box 7800 • 315 W. Main St., Suite 416 • Tavares, FL 32778

SOLICITATION: Employee Assistance Program (EAP)

03/16/2023

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THIS ADDENDUM DOES NOT CHANGE THE DATE FOR RECEIPT OF PROPOSALS.

QUESTIONS/RESPONSES

Q7. What is the effective date of this EAP?

R7. October 1, 2023.

Q8. Thank you for sharing the 4th Quarter 2020 Utilization Report. Can you share 2021 and 2022 full year end utilization?

R8. The utilization reports are based on the plan year (10/1/2019) the 2021-2022 report starting on page 15 of Exhibit D shows data for all four quarters of the plan year. 2020-2021 report starts on page 29.

Q9. Describe in detail onsite weekly counseling. Is this a service currently in place today? What are your expectations for this onsite role?

R9. See Exhibit A – Scope of Services and Attachment 2 – Proposal Worksheet.

Q10. Please confirm that Lake County is requesting two separate banks of 56 hours; one bank to be applied towards supervisor consultations and a second bank to be applied to onsite EAP seminars. Can you please provide clarification on the total bank of hours the County is looking for for onsite EAP seminars for employees? We noticed in the Scope of Services, it states 15 hours onsite EAP seminars, but in the Attachment 2 Proposal Worksheet it states 56 hours onsite EAP seminars.

R10. See Exhibit A – Scope of Services Revised and Attachment 2 – Proposal Worksheet.

Q11. What is the County looking for in satisfaction that your current EAP vendor does not provide?

R11. The County is not dissatisfied with the current vendor.

ADDITIONAL INFORMATION

ACKNOWLEDGEMENT

Firm Name: ComPsych Corporation

ADDENDUM NO. 2

23-519

I hereby certify that my electronic signature has the same legal effect as if made under oath; that I am an authorized representative of this vendor and/or empowered to execute this submittal on behalf of the vendor.

Signature of Legal Representative Submitting this Bid: *Dale Grenolds*

Date: 4/3/2023

Print Name: Dale Grenolds

Title: Executive Vice President

Primary E-mail Address: dgrenolds@compsych.com

Secondary E-mail Address: Click or tap here to enter text.



Office of Procurement Services

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SOLICITATION: Employee Assistance Program (EAP)

03/28/2023

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THIS ADDENDUM DOES NOT CHANGE THE DATE FOR RECEIPT OF PROPOSALS.

QUESTIONS/RESPONSES

Q12. A follow up question on No. 2 Addendum, which states the County is not dissatisfied with their current provider. Knowing this, would the County be able to share information as to why the County is out to bid for their EAP services today?

R12. The current contract expires on October 1, 2023, with no additional renewals and therefore must be rebid.

Q13. How many hours of the following services are included within the current EAP contract per year?

- Onsite training/orientation/educational seminars
- Onsite health fair/event participation
- Onsite critical incident support events (# events / # hours)
- Webinar training

R13. The current contract included 15 hours for onsite training/orientation/educational seminars, health fairs and webinar training. Per Addendum 1, response 2 the current contract includes unlimited onsite critical incident support.

Q14. How many total hours of the following services were utilized in each of the last two (2) years?

- Onsite training/orientation/educational seminars
- Onsite health fair/event participation
- Onsite critical incident support events (# events / # hours)
- Webinar training

R14. Exhibit D – Plan Experience includes the available utilization reports. Section titled Additional EAP Services lists services outlined above.

Q15. How many employees covered under the EAP fall under Department of Transportation (DOT) regulations?

R15. None.

Q16. Are DOT Substance Abuse Professionals (SAP) evaluations included within the EAP contract? If yes, is there a cap on the number of evaluations included each year within the EAP rate or are evaluations provided on a fee-for-services basis?

R16. See Exhibit A – Scope of Services, Section 1, Items S and T.

Q17. How many Departments of Transportation (DOT) Substance Abuse Professional (SAP) evaluations have been conducted in each of the last three (3) years?

R17. None.

Q18. Have there been any major events in the last year (i.e., reductions in force, critical incidents, etc.)?

R18. There have been no major events in the last year.

Q19. Who is your health plan provider and is the plan self-funded?

R19. The County's health plan is self-funded, and Florida Blue provides administrative services.

Q20. What are the three components that are most important to the County in an EAP?

R20. Access to providers, customer service, and response time.

Q21. The Statement of Work (SOW) states non-urgent visit within three (3) business days. We provide a confirmed referral to a provider within two (2) to three (3) business days for non-urgent cases. The employee is responsible for scheduling the appointment directly with the provider. Does this process meet the County's expectations?

R21. Complete Attachment 2 – Proposal Worksheet with your standard process. All proposals will be evaluated based on the responses provided.

Q22. The SOW states that the EAP will assist the member in scheduling counseling sessions. Is this in place currently? We provide the confirmed provider referral to the member and the member schedules the appointment directly with the provider. Does this meet the County's expectations?

R22. Complete Attachment 2 – Proposal Worksheet with your standard process. All proposals will be evaluated based on the responses provided.

Q23. The SOW states that the EAP should provide fitness for duty exams. This is outside the scope of the EAP. We can coordinate the referral to the FFDE provider, but the County will be responsible for working directly with the FFDE provider for treatment, case management, and payment. Is this a disqualifier?

R23. Complete Attachment 2- Proposal Worksheet with your standard process. All proposals will be evaluated based on the response provided.

Q24. The SOW states to confirm that your Company will provide EAP services that will include referrals that integrate with behavioral health benefits offered through the County's health plan. Is this requirement referring to on-going referrals following EAP sessions or is the County seeking for the EAP to make the EAP referral to a provider that also serves within the health plan?

R24. Participants that need services beyond EAP should be referred to a provider that is in Florida Blue network.

Q25. If a company is not awarded the RFP, can the company be used as a referral source for waitlist clients?

R25. No, only one vendor will be used for EAP services.

Q26. Can the services be provided virtually only?

R26. The County expects to have some onsite services i.e., critical incidents, health fairs, etc...

ADDITIONAL INFORMATION

ACKNOWLEDGEMENT

Firm Name: ComPsych Corporation

I hereby certify that my electronic signature has the same legal effect as if made under oath; that I am an authorized representative of this vendor and/or empowered to execute this submittal on behalf of the vendor.

Signature of Legal Representative Submitting this Bid: *Dale Grenolds*

Date: 4/3/2023

Print Name: Dale Grenolds

Title: Executive Vice President

Primary E-mail Address: dgrenolds@compsych.com

Secondary E-mail Address: Click or tap here to enter text.



Office of Procurement Services
 P.O. Box 7800 • 315 W. Main St., Suite 416 • Tavares, FL 32778

SOLICITATION: Employee Assistance Program (EAP)

04/03/2023

Vendors are responsible for the receipt and acknowledgement of all addenda to a solicitation. Confirm acknowledgement by including an electronically completed copy of this addendum with submittal. Failure to acknowledge each addendum may prevent the submittal from being considered for award.

THIS ADDENDUM DOES NOT CHANGE THE DATE FOR RECEIPT OF PROPOSALS.

QUESTIONS/RESPONSES

Q27. Will the County please define “life coaching services” and how they are supported today?

R27. The current contract does not differentiate between services as much as the County’s prior vendors have. The main difference is that the participants have unlimited access to legal and financial resources.

ADDITIONAL INFORMATION

This question was submitted prior to the close of the Question-and-Answer period. This addendum is to answer that question and to advise that no further questions are to be submitted.

ACKNOWLEDGEMENT

Firm Name: ComPsych Corporation

I hereby certify that my electronic signature has the same legal effect as if made under oath; that I am an authorized representative of this vendor and/or empowered to execute this submittal on behalf of the vendor.

Signature of Legal Representative Submitting this Bid: *Dale Grenolds*

Date: 4/4/2023

Print Name: Dale Grenolds

Title: Executive Vice President

Primary E-mail Address: dgrenolds@compsych.com

Secondary E-mail Address: Click or tap here to enter text.

EXHIBIT D

ATTACHMENT 2 - PRICING SHEET

23-519

**Employee Assistance Program
(EAP)**

ComPsych Corporation

ITEM DESCRIPTION	PLAN YEAR	TOTAL COST
Per Employee Per Month (PEPM)	2023-2024	\$1.17
This includes:	2024-2025	\$1.17
6 Sessions Model	2025-2026	\$1.17
20 Hours of Training per Year	2026-2027	\$1.17
Unlimited Critical Incident Stress Debriefing	2027-2028	\$1.17

ADDITIONAL SERVICES TO BE BILLED AS NEEDED	RATE
Additional Training Hours	\$215 per hour
Substance Abuse Professional (SAP) Services	\$840 per DOT case
Fitness for Duty Exam Services	\$3,500 per case

EXHIBIT E

HIPAA BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“Agreement”) is entered into effective as of the date that the last party executes this Agreement, by and between Lake County, Florida, a political subdivision of the State of Florida, by and through its Board of County Commissioners, County Manager, or designee (collectively referred to as “Covered Entity”), and ComPsych Employee Assistance Programs, Inc., a foreign profit corporation authorized to conduct business in the State of Florida, its successors and assigns (“Business Associate”) in order to comply with the Privacy Rule, Security Rule and HITECH Act, as defined below. The parties mutually agree as follows:

1. Definitions. Terms used, but not otherwise defined in this Agreement, will have the same meaning as those terms in the Privacy Rule, Security Rule, and HITECH Act.

a. **Agent.** “Agent” will have the meaning as determined in accordance with the federal common law of agency.

b. **Breach.** “Breach” will have the same meaning as the term “breach” in 45 CFR §164.402.

c. **Data Aggregation.** “Data Aggregation” will have the same meaning as the term “data aggregation” in 45 CFR §164.501.

d. **Designated Record Set.** “Designated Record Set” will have the same meaning as the term “designated record set” in 45 CFR §164.501.

e. **Disclosure.** “Disclosure” and “Disclose” will have the same meaning as the term “Disclosure” in 45 CFR §160.103.

f. **Electronic Health Record.** “Electronic Health Record” will have the same meaning as the term in Section 13400 of the HITECH Act.

g. **Health Care Operations.** “Health Care Operations” will have the same meaning as the term “health care operations” in 45 CFR §164.501.

h. **HIPAA Rules.** “HIPAA Rules” will mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

i. **HITECH Act.** “HITECH Act” will mean The Health Information Technology for Economic and Clinical Health Act, part of the American Recovery and Reinvestment Act of 2009 (“ARRA” or “Stimulus Package”), specifically DIVISION A: TITLE XIII Subtitle D—Privacy, and its corresponding regulations as enacted under the authority of the Act.

j. **Individual.** “Individual” will have the same meaning as the term “individual” in 45 CFR §160.103 and will include a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).

k. **Minimum Necessary.** “Minimum Necessary” will mean the Privacy Rule Standards found at 45 CFR §164.502(b) and 45 CFR §164.514(d)(1).

l. **Privacy Rule.** "Privacy Rule" will mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.

m. **PHI.** "PHI" will have the same meaning as the term "protected health information" in 45 CFR §160.103, limited to the information created, received, maintained or transmitted by Business Associate on behalf of Covered Entity.

n. **Required By Law.** "Required By Law" will have the same meaning as the term "required by law" in 45 CFR §164.103.

o. **Secretary.** "Secretary" will mean the Secretary of the Department of Health and Human Services or his or her designee.

p. **Security Incident.** "Security Incident" will have the same meaning as the term "Security Incident" in 45 CFR §164.304.

q. **Security Rule.** "Security Rule" will mean the Standards for Security of Electronic Protected Health Information at 45 C.F.R. Parts 160 and 164, Subparts A and C.

r. **Subcontractor.** "Subcontractor" will mean a person or entity "that creates, receives, maintains, or transmits protected health information on behalf of a business associate" and who is now considered a business associate, as the latter term is defined in 45 CFR §160.103.

s. **Subject Matter.** "Subject Matter" will mean compliance with the HIPAA Rules and with the HITECH Act.

t. **Unsecured Protected Health Information.** "Unsecured Protected Health Information" will have the same meaning as the term "unsecured protected health information" in 45 CFR §164.402.

u. **Use.** "Use" will have the same meaning as the term "Use" in 45 CFR §164.103.

2. Obligations and Activities of Business Associate.

a. Business Associate agrees to not Use or Disclose PHI other than as permitted or required by this Agreement or as Required By Law.

b. Business Associate agrees to use appropriate safeguards to prevent the Use or Disclosure of PHI other than as provided for by this Agreement. Business Associate further agrees to implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of any electronic PHI, as provided for in the Security Rule and as mandated by Section 13401 of the HITECH Act.

c. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of PHI by Business Associate in violation of the requirements of this Agreement. Business Associate further agrees to report to Covered

Entity any Use or Disclosure of PHI not provided for by this Agreement of which it becomes aware, and in a manner as prescribed in this Agreement.

d. Business Associate agrees to report to Covered Entity any Security Incident, including all data Breaches or compromises, whether internal or external, related to PHI, whether the PHI is secured or unsecured, of which Business Associate becomes aware.

e. If the Breach, as discussed in paragraph 2(d), pertains to Unsecured PHI, then Business Associate agrees to report any such data Breach to Covered Entity within ten (10) business days of discovery of the Breach; all other compromises, or attempted compromises, of PHI must be reported to Covered Entity within twenty (20) business days of discovery. Business Associate further agrees, consistent with Section 13402 of the HITECH Act, to provide Covered Entity with information necessary for Covered Entity to meet the requirements of the HITECH Act, and in a manner and format to be specified by Covered Entity.

f. If Business Associate is an Agent of Covered Entity, then Business Associate agrees that any Breach of Unsecured PHI will be reported to Covered Entity *immediately* after the Business Associate becomes aware of the Breach, and under no circumstances later than one (1) business day after the Breach. Business Associate further agrees that any compromise, or attempted compromise, of PHI, other than a Breach of Unsecured PHI as specified in 2(e) of this Agreement, must be reported to Covered Entity within ten (10) business days of discovering the compromise, or attempted compromise.

g. Business Associate agrees to ensure that any Subcontractor, to whom Business Associate provides PHI, agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information. Business Associate further agrees that restrictions and conditions analogous to those contained in this Agreement will be imposed on the Subcontractors via a written agreement that complies with all the requirements specified in §164.504(e)(2), and that Business Associate may only provide the Subcontractors PHI consistent with Section 13405(b) of the HITECH Act. Further, Business Associate agrees to provide copies of the written agreements to Covered Entity within ten (10) business days of a Covered Entity's request for the written agreements.

h. Business Associate agrees to provide access, at the request of Covered Entity and during normal business hours, to PHI in a Designated Record Set to Covered Entity or, as directed by Covered Entity, to an Individual, in order to meet Covered Entity's requirements under 45 CFR §164.524, provided that Covered Entity delivers to Business Associate a written notice at least three (3) business days in advance of requesting such access. Business Associate further agrees, in the case where Business Associate controls access to PHI in an Electronic Health Record, or controls access to PHI stored electronically in any format, to provide similar access in order for Covered Entity to meet its requirements under the HIPAA Rules and under Section 13405(c) of the HITECH Act. These provisions do not apply if Business Associate and its employees or Subcontractors have no PHI in a Designated Record Set of Covered Entity.

i. Business Associate agrees to make any amendments to PHI in a Designated Record Set that Covered Entity directs or agrees to pursuant to 45 CFR §164.526, at the request of

Covered Entity or an Individual. This provision does not apply if Business Associate and its employees or Subcontractors have no PHI from a Designated Record Set of Covered Entity.

j. Unless otherwise protected or prohibited from discovery or disclosure by law, Business Associate agrees to make internal practices, books, and records, including policies and procedures (collectively "Compliance Information"), relating to the Use or Disclosure of PHI and the protection of PHI, available to the Covered Entity or to the Secretary for purposes of the Secretary determining Covered Entity's compliance with the HIPAA Rules and the HITECH Act. Business Associate further agrees, at the request of Covered Entity, to provide Covered Entity with demonstrable evidence that its Compliance Information ensures Business Associate's compliance with this Agreement over time. Business Associate will have a reasonable time within which to comply with requests for such access or demonstrable evidence, consistent with this Agreement. In no case may access, or demonstrable evidence, be required in less than five (5) business days after Business Associate's receipt of such request, unless otherwise designated by the Secretary.

k. Business Associate agrees to maintain necessary and sufficient documentation of Disclosures of PHI as would be required for Covered Entity to respond to a request by an Individual for an accounting of such Disclosures, in accordance with 45 CFR §164.528.

l. On request of Covered Entity, Business Associate agrees to provide to Covered Entity documentation made in accordance with this Agreement to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. §164.528. Business Associate shall provide the documentation in a manner and format to be specified by Covered Entity. Business Associate will have a reasonable time within which to comply with such a request from Covered Entity and in no case may Business Associate be required to provide such documentation in less than three (3) business days after Business Associate's receipt of such request.

m. Except as provided for in this Agreement, in the event Business Associate receives an access, amendment, accounting of disclosure, or other similar request directly from an Individual, Business Associate shall respond in accordance with applicable law.

n. To the extent that Business Associate carries out one or more of Covered Entity's obligations under the HIPAA Rules, the Business Associate must comply with all requirements of the HIPAA Rules that would be applicable to the Covered Entity.

o. Business Associate must honor all restrictions consistent with 45 C.F.R. §164.522 that the Covered Entity or the Individual makes the Business Associate aware of, including the Individual's right to restrict certain disclosures of PHI to a health plan where the individual pays out of pocket in full for the healthcare item or service, in accordance with Section 13405(a) of the HITECH Act.

3. Permitted Uses and Disclosures by Business Associate.

a. Except as otherwise limited by this Agreement, Business Associate may make any Uses and Disclosures of PHI necessary to perform its services to Covered Entity and otherwise

meet its obligations under this Agreement, if such Use or Disclosure would not violate the Privacy Rule, or the privacy provisions of the HITECH Act, if done by Covered Entity. All other Uses or Disclosures by Business Associate not authorized by this Agreement, or by specific instruction of Covered Entity, are prohibited.

b. Except as otherwise limited in this Agreement, Business Associate may Use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

c. Except as otherwise limited in this Agreement, Business Associate may Disclose PHI for the proper management and administration of the Business Associate, provided that Disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is Disclosed that it will remain confidential and used, or further Disclosed, only as Required By Law, or for the purpose for which it was Disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

d. Except as otherwise limited in this Agreement, Business Associate may Use PHI to provide Data Aggregation services to Covered Entity as permitted by 45 CFR §164.504(e)(2)(i)(B). Business Associate agrees that such Data Aggregation services will be provided to Covered Entity only when such Data Aggregation services pertain to Health Care Operations. Business Associate further agrees that such services will not be provided in a manner that would result in Disclosure of PHI to another covered entity who was not the originator or lawful possessor of such PHI. Further, Business Associate agrees that any such wrongful Disclosure of PHI is a direct violation of this Agreement and must be reported to Covered Entity *immediately* after the Business Associate becomes aware of such Disclosure and, under no circumstances, later than three (3) business days after the Disclosure.

e. Business Associate may Use PHI to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR §164.502(j)(1).

f. Business Associate will make Uses, Disclosures, and requests for PHI consistent with the Minimum Necessary principle as Required by Law.

4. Obligations and Activities of Covered Entity.

a. Covered Entity shall notify Business Associate of the provisions and any limitations in its notice of privacy practices of Covered Entity in accordance with 45 CFR §164.520, to the extent that such provisions and limitations may affect Business Associate's Use or Disclosure of PHI.

b. Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that the changes or revocation may affect Business Associate's use or disclosure of PHI.

c. Covered Entity shall notify Business Associate of any restriction to the Use or Disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR §164.522, and also notify

Business Associate regarding restrictions that must be honored under section 13405(a) of the HITECH Act, to the extent that such restrictions may affect Business Associate's Use or Disclosure of PHI.

d. Covered Entity shall notify Business Associate of any modifications to accounting disclosures of PHI under 45 CFR §164.528, made applicable under Section 13405(c) of the HITECH Act, to the extent that such restrictions may affect Business Associate's Use or Disclosure of PHI.

e. Covered Entity shall not require Business Associate to Use or Disclose PHI in any manner that would not be permissible under the HIPAA Rules if done by the Covered Entity.

5. Term and Termination.

a. Term. Any and all previous business associate agreements entered into by the parties will be terminated on the same date this Agreement is executed. The term of this Agreement will take effect on the date that the last party executes this Agreement and will continue in effect unless either party terminates this Agreement or the underlying services agreement entered into by the parties is terminated.

b. Termination for Cause by Covered Entity. Upon Covered Entity's knowledge of a material breach of this Agreement by Business Associate, Covered Entity shall give Business Associate written notice of such breach and provide reasonable opportunity for Business Associate to cure the breach or end the violation. Covered Entity may terminate this Agreement, and Business Associate agrees to such termination, if Business Associate has breached a material term of this Agreement and does not cure the breach or cure is not possible (as mutually determined by the parties).

c. Termination for Cause by Business Associate. Upon Business Associate's knowledge of a material breach of this Agreement by Covered Entity, Business Associate shall give Covered Entity written notice of such breach and provide reasonable opportunity for Covered Entity to cure the breach or end the violation. Business Associate may terminate this Agreement, and Covered Entity agrees to such termination, if Covered Entity has breached a material term of this Agreement and does not cure the breach or cure is not possible.

d. Effect of Termination.

1. Except as provided in paragraph (2) of this section, upon termination of this Agreement for any reason, Business Associate shall **return all** PHI received from, or created or received by Business Associate on behalf of Covered Entity. This provision will also apply to PHI that is in the possession of Subcontractors of Business Associate. Business Associate shall not retain any copies of the PHI.

2. In the event that Business Associate determines that returning the PHI is infeasible, Business Associate shall provide to Covered Entity, within ten (10) business days, notification of the conditions that make return infeasible. Upon such determination, Business Associate shall extend the protections of this Agreement to such PHI and limit

further Uses and Disclosures of such PHI to those purposes that make the return infeasible, for so long as Business Associate maintains such PHI.

6. Indemnification. Business Associate will indemnify and hold harmless and defend Covered Entity and any Covered Entity affiliate, officer, director, employee or agent in accordance with and to the fullest extent permitted by applicable law, including from and against any third party claim, cause of action, liability, damage, cost, or expense, including attorney's fees and court or proceeding costs, arising out of or in connection with any Breach by the Business Associate or any of its subcontractors or persons under Business Associate's control, or any violation of this Agreement by Business Associate or any of its subcontractors or persons under Business Associate's control.

7. Miscellaneous.

a. Regulatory References. A reference in this Agreement to a section in the Privacy Rule, Security Rule, or HITECH Act means the section as in effect or as amended from time to time.

b. Amendment. This Agreement may be modified only by a signed written agreement between Covered Entity and Business Associate. Further, the Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity and Business Associate to comply with the requirements of the Privacy Rule, Security Rule, the Health Insurance Portability and Accountability Act of 1996 (Pub. L. No. 104-191), and the HITECH Act, and its corresponding regulations.

c. Survival. All representations, covenants, and agreements in or under this Agreement or any other documents executed in connection with the transactions contemplated by this Agreement, will survive the execution, delivery, and performance of this Agreement and such other documents. The respective rights and obligations of Business Associate under Section 5(d) of this Agreement will survive the termination or expiration of this Agreement.

d. Interpretation. Any ambiguity in this Agreement will be resolved to permit Covered Entity and Business Associate to comply with the Privacy Rule, Security Rule, the Health Insurance Portability and Accountability Act of 1996 (Pub. L. No. 104-191), and the HITECH Act, and its corresponding regulations.

e. Severability. If any provision or provisions of this Agreement are determined by a court of competent jurisdiction to be unlawful, void, or unenforceable, this Agreement will not be unlawful, void or unenforceable, but will continue in effect and be enforced as though such provision or provisions were omitted.

f. Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one original Agreement. Facsimile or electronically authenticated signatures will be accepted and enforceable in lieu of original signatures.

HIPAA Business Associate Agreement

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g. Entire Agreement. This Agreement supersedes all other prior and contemporaneous written and oral agreements and understandings between Covered Entity and Business Associate regarding this Subject Matter. It contains the entire Agreement between the parties. All other agreements entered into between Covered Entity and Business Associate, not related to this Subject Matter, remain in full force and effect.

h. Governing Law. This Agreement and the rights of the parties will be governed by and construed in accordance with Federal law as it pertains to the Subject Matter and will be governed by and construed in accordance with the laws of the State of Florida as it pertains to contract formation and interpretation, without giving effect to its conflict of laws.

IN WITNESS WHEREOF, Business Associate and Covered Entity execute this Agreement on the respective dates under each signature.

ComPsych Employee Assistance Programs, Inc.

DocuSigned by:

Adam Gotskind

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Adam Gotskind, General Counsel

This 18th day of June, 2024.

Approved as to form and legality


LAKE COUNTY, FLORIDA



Ron Falanga
Office of Procurement Services Director

This 18th day of JUNE, 2024.

Approved as to form and legality:



Melanie Marsh
County Attorney