

**ESCAMBIA COUNTY  
FLORIDA**

**REQUEST FOR PROPOSERS**

**EMPLOYMENT ASSISTANCE PROGRAM (EAP) SERVICES**

**SPECIFICATION NUMBER PD 16-17.049**

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

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

**Board of County Commissioners**

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

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

**Procurement Assistance:**

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

**SPECIAL ACCOMMODATIONS:**

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

**NOTICE**

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

**ESCAMBIA COUNTY FLORIDA  
REQUEST FOR PROPOSAL  
PROPOSER'S CHECKLIST  
EMPLOYMENT ASSISTANCE PROGRAM (EAP) SERVICES  
SPECIFICATION PD 16-17.049**

**How to Submit Your Proposal:**

Please review this document carefully. Offers that are accepted by the County are binding contracts. **Incomplete proposals are not acceptable.** All documents and submittals shall be received by the Office of Purchasing on or before the date and hour specified for receipt. **Late proposals will be returned unopened.**

*\* Documents submitted with proposals are to be on the forms provided in the Request for Proposal and photocopies of other required documents*

**The Following Documents Shall Be Returned With the Proposal:**

- Solicitation, Offer, and Proposal form with original signature.
- The following material should be included as part of each of the copies:
  1. **One (1) original** of the Proposal Form shall be required, having been signed in indelible ink by a company official with the power to bind the company in its proposal, and
  2. Three (3) electronic copies containing the complete proposal shall be completely responsive to the RFP for consideration.
  3. Completed Proposal Forms, and specimen contracts or policies as described in this RFP.
  4. Acknowledgement of any addenda. It is the responsibility of the proposer submitting the RFP to obtain all addenda and verify that all addenda have been received prior to RFP submission.
  5. Specimen copy or samples of the following:
    - a. Benefit booklets
    - b. Summary Plan Description
    - c. Explanation of Benefits Statement
    - d. Informational cards
    - e. Billing and Report Samples
  6. Descriptive literature on the employee assistance and provider network(s).
  7. Completion of financial ratings or provide financial report(s) as outlined within this RFP.
  8. Information an experience and references as requested on Proposal Forms.

**The Following Documents Should Be Returned With the Proposal:**

- Letter from Proposer's insurance carrier as specified in the "Insurance Requirements."
- Letter from a surety company licensed to issue bonds in the State of Florida or that has an agent licensed to do business in the State of Florida, indicating the Offeror's bonding capacity and bonding rating.
- The current Dun & Bradstreet Financial Report inclusive of Dun & Bradstreet rating or other evidence of financial stability.
- Sworn statement pursuant to Section 287.133(3)(A), FLORIDA STATUTES, on Entity Crimes.
- Completed Drug-Free Workplace form.
- Completed Information Sheet for Transactions and Conveyances Corporate Identification.
- Certificate of Authority to do Business from the State of Florida.
- Occupational License(s)
- Florida Department of Business and Professional Regulation – license(s), certification(s), and/or registration(s).

***Before You Submit Your Proposal, Have You:***

*Placed your proposal with all required submittal items in a sealed envelope clearly marked for specification number, project name, name of proposer, due date and time of proposal receipt?*

**The following submittal is required upon notice of Award:**

- Certificate of Insurance

**This form is for your convenience to assist in filling out your proposal.  
Do not return this form with your proposal.**

## **EMPLOYMENT ASSISTANCE PROGRAM (EAP) SERVICES**

### **SPECIFICATION NUMBER PD 16-17.049**

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**Forms marked with a (\*\* Double Asterisk) should be returned with Offer.**

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# **SIGN AND RETURN THIS FORM WITH YOUR PROPOSAL\*\***

## **SOLICITATION, OFFER, AND PROPOSAL FORM** ESCAMBIA COUNTY FLORIDA

### **SUBMIT OFFERS TO:**

**Jeffrey Lovingood  
Purchasing Specialist**

Office of Purchasing, 2nd Floor, Room 11.101  
213 Palafox Place, Pensacola, FL 32502  
Post Office Box 1591, Pensacola, FL 32591-1591  
Phone No: (850) 595-4953 Fax No: (850) 595-4805

**Request for Proposal**

**Employee Assistance Program (EAP)**

**SOLICITATION NUMBER: PD 16-17.049**

### **SOLICITATION**

MAILING DATE: **June 26, 2017**

PRE-SOLICITATION CONFERENCE: **N/A**

OFFERS WILL BE RECEIVED UNTIL: **3:30 p.m. CDT, July 19, 2017** and may not be withdrawn within **90** days after such date and time.

### **POSTING OF SOLICITATION TABULATIONS**

Solicitation tabulations with recommended awards will be posted for review by interested parties at the County Office of Purchasing and will remain posted for a period of two (2) business days. Failure to file a protest in writing within two (2) business days after posting of the solicitation tabulation shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Office of Purchasing. They will be handled according to the Escambia County Purchasing Ordinance.

### **OFFER**

**(SHALL BE COMPLETED BY OFFEROR)**

**FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER:**

**TERMS OF PAYMENT:**

**DELIVERY DATE WILL BEGIN September 29, 2017.**

**BOND ATTACHED \$ N/A**

**VENDOR NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**CITY, ST. & ZIP:** \_\_\_\_\_

**PHONE NO.:** (\_\_\_\_) \_\_\_\_\_

**TOLL FREE NO.:** (\_\_\_\_) \_\_\_\_\_

**FAX NO.:** (\_\_\_\_) \_\_\_\_\_

**NAME AND TITLE OF PERSON AUTHORIZED  
TO SIGN OFFER (TYPED OR PRINTED)**

**\*\*  
SIGNATURE OF PERSON AUTHORIZED  
TO SIGN OFFER (ORIGINAL SIGNATURE)**

I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the offeror and that the offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the offeror agrees that if the offer is accepted, the offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by Escambia County Florida. At the County's discretion such assignment shall be made and become effective at the time the County tenders final payment to the offeror.

**\*\*Failure to execute this Form binding the proposer's offer shall result in this proposal being rejected as non-responsive.**

### **PROPOSAL FORM**

**Specification Number PD 16-17.049**

### **EMPLOYMENT ASSISTANCE PROGRAM (EAP) SERVICES**

Three (3) EAP Services Provided Per Covered Individual with a Per Employee Per Month Cost of \$\_\_\_\_\_.

Please attach additional documentation regarding the Treatment-Related Services that are included in this fee.

Please also include complete information and fee schedule regarding additional services such as, but not limited to, On-Site Emergency Services, Management Services, Supervisory Services, Supervisory Referrals, additional Employee Services (workshops, training, etc.), and any other services recommended by your firm.

**CONTRACTOR REQUIREMENTS**

Acknowledgment is hereby made of receipt of the following addenda issued during the proposal period:

Addendum No. \_\_\_\_\_ Date \_\_\_\_\_ Addendum No. \_\_\_\_\_ Date \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date \_\_\_\_\_ Addendum No. \_\_\_\_\_ Date \_\_\_\_\_

**(PLEASE TYPE INFORMATION BELOW)**

**SEAL IF PROPOSALS BY CORPORATION**

State of Florida Department of State Certificate of Authority

Document Number \_\_\_\_\_ Proposer: \_\_\_\_\_

Occupational License No. \_\_\_\_\_ By: \_\_\_\_\_

Name: \_\_\_\_\_

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

Address: \_\_\_\_\_

Person to contact concerning this proposal: \_\_\_\_\_

Phone/Toll Free/Fax \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Person to contact for emergency service: \_\_\_\_\_

Cell: \_\_\_\_\_

Person to contact for disaster service: \_\_\_\_\_

Cell: \_\_\_\_\_

Terms of Payment

\_\_\_\_\_

(Check one) Net 30 Days \_\_\_\_ 2% 10th Prox \_\_\_\_

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),  
FLORIDA STATUTES, ON ENTITY CRIMES**

1. This sworn statement is submitted to \_\_\_\_\_  
(Print Name of the Public Entity)
- by \_\_\_\_\_  
(Print Individual's Name and Title)
- for \_\_\_\_\_  
(Print Name of Entity Submitting Sworn Statement)

whose business address is

\_\_\_\_\_  
\_\_\_\_\_

and (if applicable) its Federal Employer Identification Number (FEIN) is:

\_\_\_\_\_

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: \_\_\_\_\_)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any Proposals or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:
- a. A predecessor or successor of a person convicted of a public entity crime; or
  - b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
  - c. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**,

means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which applies to Proposals on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

- d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(Indicate which statement applies.)**

\_\_\_\_\_ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(Attach a copy of the final order)**

**I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.**

\_\_\_\_\_  
**(Signature)**

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

Personally known \_\_\_\_\_

OR produced identification \_\_\_\_\_ Notary Public - State of \_\_\_\_\_

\_\_\_\_\_ My commission expires \_\_\_\_\_

(Type of identification)

\_\_\_\_\_  
(Printed typed or stamped commissioned name of notary public)



### Drug-Free Workplace Form

The undersigned vendor, in accordance with Florida Statute 287.087 hereby certifies that \_\_\_\_\_ does:

\_\_\_\_\_  
Name of Business

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under Proposals copy of the statement specified in Paragraph 1.
4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

**Check one:**

\_\_\_\_\_ As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.

\_\_\_\_\_ As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.

\_\_\_\_\_  
**Offeror's Signature**

\_\_\_\_\_  
**Date**

**Information Sheet  
for Transactions and Conveyances  
Corporation Identification**

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital all information is accurate and complete. Please be certain all spelling, capitalization, etc. is exactly as registered with the state or federal government.

**Is this a Florida Corporation** (Please Circle One)  
Yes or No

**If not a Florida Corporation,**

In what state was it created: \_\_\_\_\_  
Name as spelled in that State: \_\_\_\_\_

**What kind of corporation is it:** "For Profit" or "Not for Profit"

**Is it in good standing:** Yes or No

**Authorized to transact business  
in Florida:**

Yes or No

State of Florida Department of State Certificate of Authority Document No.: \_\_\_\_\_

**Does it use a registered fictitious name:** Yes or No

**Names of Officers:**

President: _____	Secretary: _____
Vice President: _____	Treasurer: _____
Director: _____	Director: _____
Other: _____	Other: _____

**Name of Corporation** (As used in Florida):

\_\_\_\_\_  
(Spelled exactly as it is registered with the state or federal government)

**Corporate Address:**

Post Office Box: \_\_\_\_\_  
City, State Zip: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_

(Please provide post office box and street address for mail and/or express delivery; also for recorded instruments involving land)

(Please continue and complete page 2)

**Federal Identification Number:** \_\_\_\_\_  
(For all instruments to be recorded, taxpayer's identification is needed)

**Contact person for company:** \_\_\_\_\_ E-mail: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_ Facsimile Number: \_\_\_\_\_

**Name of individual who will sign the instrument on behalf of the company:**

\_\_\_\_\_  
(Upon Certification of Award, Contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing)

(Spelled exactly as it would appear on the instrument)

**Title of the individual named above whom will sign on behalf of the company:**

\_\_\_\_\_

END

---

(850) 488-9000      Verified by: \_\_\_\_\_ Date: \_\_\_\_\_

## **ESCAMBIA COUNTY, FLORIDA GENERAL TERMS and CONDITIONS**

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

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

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

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

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

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

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

## **SPECIAL TERMS AND CONDITIONS**

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

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

### **Instructions to Offerors**

#### **1. General Information**

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

**Specification Number PD 16-17.049, "Employment Assistance Program (EAP) Services",  
Name of Submitting Firm, Time and Date due.**

**Note: If you are using a courier service; Federal Express, Airborne, UPS, etc., you must  
mark air bill and envelope or box with Specification Number and Project Name.**

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

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

#### **A. Conduct of Participants**

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

#### **B. Definitions**

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

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

## **C. Sanctions**

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

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

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

## **2. Proposal Forms**

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

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

A. Completed Proposal Forms, and specimen contracts or policies as described in this RFP.

B. Acknowledgement of any addenda. It is the responsibility of the proposer submitting the RFP to obtain all addenda's and verify that all addenda have been received prior to RFP submission.

C. Specimen copy or samples of the following:

- 1) Benefit booklets
- 2) Summary Plan Description
- 3) Explanation of Benefits Statement
- 4) Informational cards
- 5) Billing and Report Samples

D. Descriptive literature on the employee assistance and provider network(s).

E. Completion of financial ratings or provide financial report(s) as outlined within this RFP.

F. Information an experience and references as requested on Proposal Forms.

3. **Payment**

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

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

4. **Emergency Services**

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

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

**NOTICE**

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

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

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

Renewal guarantees are encouraged and will be considered favorably.

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

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

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



**6. RATE GUARANTEE PERIOD**

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

**7. REMUNERATION OF AGENT/BROKER**

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

**8. AUDIT REQUIREMENT**

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

**9. ELIGIBILITY AND ENROLLMENT**

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

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

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

**11. SCOPE OF COVERAGE**

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

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

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

**12. SCOPE OF SERVICES**

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

**13. CONTRACT**

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

**14. CHANGES – SERVICE CONTRACTS**

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

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

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

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

**15. LICENSES, CERTIFICATIONS, REGULATIONS**

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

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

**16. TERM OF OFFER**

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

**17. TERMINATION (SERVICES)**

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

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

result in suspension or debarment of the contractor.

**18. TERMINATION (PUBLIC RECORDS REQUEST)**

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

**19. Insurance Requirements**

**A. Standard Insurance Requirements and Certificates**

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

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

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

**B. County Insurance Required**

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

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

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

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

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

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

its interests arising from this agreement, contract or lease.

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

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

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

#### **C. Workers Compensation Coverage**

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

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

#### **D. Professional Liability/Malpractice/Errors and Omissions Insurance**

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

#### **E. Evidence/Certificates of Insurance**

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

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

Certificates should contain the following additional information:

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

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

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

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

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

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

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

**20. INDEMNIFICATION**

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

## **REQUEST FOR PROPOSAL UNIFORM CONTRACT FORMAT**

### **Part I            Summary**

### **Part II            General Information**

- 2-1            Purpose
- 2-2            Objective
- 2-3            Description
- 2-4            Daily Operations
- 2-5            Contract Consideration
- 2-6            Rejection
- 2-7            Inquiries
- 2-8            Census Data
- 2-9            Addenda Acknowledgement
- 2-10           Schedule
- 2-11           Proposal Content and Signature
- 2-12           Negotiations
- 2-13           Recommended Proposal Preparation Guidelines
- 2-14           Prime Contract Responsibilities
- 2-15           Performance Guarantees
- 2-16           Disclosures
- 2-17           Delays
- 2-18           Work Plan Control
- 2-19           Method of Payment

### **Part III           Information Required from Contractors**

- 3-1            Introduction
- 3-2            Understanding the Project
- 3-3            Methodology Used for the Project
- 3-4            Management Plan for the Project
- 3-5            Experience and Qualifications
- 3-6            Cost Proposal

### **Part IV           Exhibit A – Scope of Work**

### **Part V            Exhibit B – Proposal Questions and Documents**

### **Part VI           Exhibit C – Criteria for Selection**

## **PART I – SUMMARY**

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

## **PART II - GENERAL INFORMATION**

### **2-1 PURPOSE**

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

### **2-2 OBJECTIVE**

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

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

### **2-3 DESCRIPTION**

#### **A. Initial Evaluation**

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

#### **B. Assessment**

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

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

#### **2-4 DAILY OPERATIONS**

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

#### **2-5 CONTRACT CONSIDERATION**

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

#### **2-6 REJECTION**

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

#### **2-7 INQUIRIES**

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

#### **2-8 CENSUS DATA**

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

#### **2-9 ADDENDA**

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



## **2-10 SCHEDULE**

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

A. Mailing date of proposals: June 26, 2017.

C. Receipt of Proposals: 3:30 p.m., CDT, July 19, 2017

D. Discussion Meeting: 2:00 p.m., CDT, August 02, 2017

E. Board of County Commissioners Meeting: September 07, 2017

## **2-11 PROPOSAL CONTENT AND SIGNATURE**

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

## **2-12 NEGOTIATIONS**

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

## **2-13 RECOMMENDED PROPOSAL PREPARATION GUIDELINES**

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

## **2-14 PRIME CONTRACT RESPONSIBILITIES**

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

## **2-15 PERFORMANCE GUARANTEES**

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

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

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

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

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

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

**2-16     DISCLOSURE**

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

**2-17     DELAYS**

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

**2-18     WORK PLAN CONTROL**

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

**2-19     METHOD OF PAYMENT**

Payment schedule and basis of payment shall be negotiated.

## **PART III – INFORMATION REQUIRED FROM CONTRACTORS**

ALL PROPOSALS SHALL INCLUDE THE FOLLOWING INFORMATION:

### **3-1 INTRODUCTION**

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

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

### **3-2 UNDERSTANDING OF THE PROJECT**

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

### **3-3 METHODOLOGY USED FOR THE PROJECT**

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

### **3-4 MANAGEMENT PLAN FOR THE PROJECT**

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

### **3-5 EXPERIENCE AND QUALIFICATIONS**

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

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

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

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

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

**3-6****COST PROPOSALS**

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

## **PART IV – EXHIBIT A –**

### **Scope of Work for the Employee Assistance Program**

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

#### **1. OBJECTIVE**

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

#### **2. DESCRIPTION**

##### **A. Eligibility**

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

##### **B. Initial Evaluation**

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

### C. Assessment

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

### D. Location

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

### E. Referrals

- (1) Self-referral:

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

- (2) Management referrals:

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

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

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

#### F. Follow-up

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

#### G. EAP Information and Training

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

#### H. Client Records and Confidentiality

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

#### I. Reporting Requirements



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

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

#### J. Administrative Services

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

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

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

### **3. EMPLOYEE ASSISTANCE PROGRAM QUALIFICATIONS**

#### **A. Background of Management and Counselors**

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

#### **B. Organizational Structure**

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

#### **C. References**

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

#### **4. DELIVERABLES**

##### **A. EAP Services for the Employee**

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

##### **B. EAP services for the County**

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

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

**EXHIBIT B**  
**PART V**  
**PROGRAM QUESTIONS AND DOCUMENTS**

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

**1. PROPOSER'S IDENTIFICATION**

Name of Insurer: \_\_\_\_\_

FEIN/SS#: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Insurer Proposal  
Contact: \_\_\_\_\_

Telephone Number Daytime: \_\_\_\_\_

Telephone Number After Hours: \_\_\_\_\_

Email: \_\_\_\_\_

Fax: \_\_\_\_\_

Agent/Broker Firm: \_\_\_\_\_

Agent/Broker  
Representative : \_\_\_\_\_

Telephone Number Daytime: \_\_\_\_\_

Telephone Number After Hours: \_\_\_\_\_

Email: \_\_\_\_\_

Fax: \_\_\_\_\_

## **2. PROGRAM COST**

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

## **3. COVERAGE QUESTIONS**

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

#### 4. **PROVIDER - MANAGED CARE INFORMATION**

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

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

Provider Network: \_\_\_\_\_  
Contact: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Address: \_\_\_\_\_

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

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

D. Is provider network information available on the Internet?

Yes \_\_\_\_\_ No \_\_\_\_\_

If Yes, indicate website address:

\_\_\_\_\_

What is the date of current directory?

\_\_\_\_\_

How often is the directory updated?

\_\_\_\_\_

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

#### 5. **SERVICE INFORMATION**

A. Where is the administration facility located? \_\_\_\_\_

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

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

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

D. Will you require a new enrollment?

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



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

## **6. REPORTING SERVICES**

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

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

7. **INSURER STABILITY**

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

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

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

8. **CLIENT REFERENCE**

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

- Client Name

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

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

#### **9. DEVIATIONS FROM MODEL PROGRAM**

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

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

#### **10. ADDITIONAL COMMENTS/DEVIATIONS**

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

## **11. PROPOSER'S WARRANTY**

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

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

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Name of Firm/Insurer

---

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

---

Printed Name of Authorized Representative

---

Title of Authorized Representative

---

Date Signed by Authorized Representative

**PART VI**

**EXHIBIT C**

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