



REQUEST FOR PROPOSALS

RFP #2010-2450-0211

September 24, 2009

City of Newport News, Dept. of Purchasing
2400 Washington Avenue, 4th Floor, City Hall
Newport News, VA 23607

Phone: (757) 926-8721/ Fax: (757) 926-8038

www.nngov.com/purchasing

Employee Assistance Program

Sealed proposals, subject to the conditions and instructions contained herein, will be received at the above office of the Purchasing Director, 4th Floor, City Hall, 2400 Washington Avenue, Newport News, Virginia, until the time and date due (local prevailing time), for furnishing the following described goods or services.

Scope of Work: To Engage a Qualified Firm to Provide Employee Assistance Program Services

Proposals Due: October 20, 2009, at Close of Business

Contract Officer: _____
Greg Smith, CPPB, C.P.M., Senior Buyer, (757) 926-8035

AN ORIGINAL AND FIVE (5) COPIES OF YOUR SUBMITTAL ARE REQUESTED

In compliance with this Request for Proposals, and subject to all the conditions thereof, the undersigned offers to furnish the services requested and certifies he has read, understands, and agrees to all terms, conditions, and requirements of this proposal and is authorized to contract on behalf of the firm named below.

Company Name: _____

Address: _____

City/State/Zip: _____

Telephone: _____ FAX No.: _____

Email address _____

Print Name: _____ Title: _____

Signature: _____ Date: _____

This form must be signed. All signatures must be original and not photocopies.

Conditions and Instructions

RFP Rev. 09-09-08

1. All proposals must be submitted on and in accordance with this form. If more space is required to furnish a description of the commodities and/or services offered or delivery terms, the offeror may attach a letter hereto that will be made a part of the proposal. All proposals must be submitted in a sealed envelope plainly marked using RFP number, date and time.
2. It will be the responsibility of the offeror to see that his proposal is in this office by the specified time and date. Date of postmark will not be considered. Telephone, electronic, fax and verbal offers will not be accepted.
3. Prices, if requested, should be stated in units of quantity specified, less federal, state, and local taxes.
4. The offeror certifies by signing this proposal that this proposal is made without prior understanding, agreement or accord with any other person submitting a proposal for the same product or service and that this proposal is in all respects bona fide, fair and not the result of any act of fraud or collusion with another person engaged in the same line of business or commerce. Any false statement hereunder constitutes a felony and can result in a fine and imprisonment as well as civil damages.
5. In event of default by the offeror, the City reserves the right to procure the commodities and/or services from other sources, and hold the offeror liable for any excess cost occasioned thereby. If, however, public necessity requires use of materials or supplies not conforming to the specifications, they may be accepted and payment therefore shall be made at a proper reduction in price.
6. Availability of Funds: A contract shall be deemed executory only to the extent of appropriations available to each Department for the purchase of such articles or services. The City's extended obligations on those contracts that envision extended funding through successive fiscal periods shall be contingent upon actual appropriations for the following years.
7. The offeror guarantees to save the City, its agents or employees, harmless from liability of any nature or kind, for use of any copyright, composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract, or which the offeror is not the patentee, assignee, or licensee.
8. All proposals must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.
9. By signing this proposal, the offeror assigns to the City of Newport News any and all rights that he may have under the antitrust laws of the United States and the Commonwealth of Virginia in any way arising from or pertaining to this offer. This provision is remedial in nature and is to be liberally construed by any court in favor of the City of Newport News.

10. Appeals Procedure: Upon request, administrative appeals information will be provided which shall be used for hearing protests of a decision to award or an award, appeals from refusals to allow withdrawal of proposals, appeals from disqualifications and determinations of non-responsibility and appeals from decisions or disputes arising during the performance of a contract.
11. **Non-Discrimination:** During the performance of this contract, the successful bidder agrees as follows:
 - a. He will not discriminate against any employees or applicants for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where one or more of these are a bona fide occupational qualification reasonable necessary to the normal operations of the contractor. The contractor agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
 - b. The contractor will be and state that he is an equal opportunity employer in all solicitations or advertisements for employees.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

The contractor will include the provisions of the foregoing paragraphs, (a), (b) and (c) in every subcontract or purchase order of over ten thousand dollars so that the provisions will be binding upon each subcontractor or vendor.

During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

This public body does not discriminate against faith-based organizations

For the purposes of this subsection, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this subsection, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract

12. Direct contact with City Department, other than Purchasing, on the subject of this proposal is expressly forbidden except with the foreknowledge and permission of the contracting officer.
13. Assignment of Contract: A contract shall not be assignable by the Contractor in whole or in part without the written consent of the City of Newport News.
14. Applicable Law and Courts: Any purchase order/contract resulting from this solicitation shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The Contractor shall comply with applicable federal, state and local laws and regulations. These Conditions and Instructions shall be applicable to the extent that they are non-contradictory to the proposal terms and/or instructions on the following pages. **The contractor certifies that he does not and shall not during the performance of the contract for goods or services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986, as amended.**

Every business must register with the Virginia State Corporation Commission before transacting business in Virginia.

15. If City Hall is closed for business at the time scheduled for the proposal opening, sealed proposal will be accepted and opened on the next business day of the City, at the originally scheduled hour.
16. If you have obtained this solicitation from our web page or from a source other than directly from the City of Newport News, it is the offeror's responsibility to check with our office prior to submitting your offer to ensure that you have a complete, up-to-date package. The Purchasing Department takes no responsibility to ensure any interested offeror has obtained any outstanding addenda

The original copy maintained at our offices, in the bid/proposal file folder, shall be considered the official copy. In the case of any inconsistency between bid/proposal documents submitted to the City, but not clearly listed on the exception page of the document as an exception by the offeror, the language of the official copy shall prevail. Furthermore, any exception or changes to the specifications made by the offeror may be cause to disqualify your bid/proposal.

17. Cancellation: The City may cancel the contract at its convenience, without penalty, at any time by giving thirty (30) days written notice or may cancel the contract immediately for violations of safety or rules of ethics. The City may cancel a contract thirty (30) days after the City has given a written request for a cure for vendor non-performance if such cure has not occurred. Cancellation shall not release the vendor from legal remedies available to the City. If the contract is an extended term contract, after completion of the first contract period, either party may cancel the contract without penalty. Written notice of such termination shall be made a minimum of sixty (60) days prior to its effective date.
18. Questions: Submit questions regarding the RFP in writing to Greg Smith, CPPB, C.P.M., Senior Buyer, no less than five (5) days prior to the closing date of the Request For Proposal. Questions may be transmitted by facsimile (757) 926-8038 or email gsmith@nngov.com.

I. DEFINITIONS

For the purposes of this solicitation and resulting award, it shall be understood that the following definitions apply.

- Offeror: An individual or firm submitting a proposal to the City as a result of this solicitation.
- Contractor: The firm selected to provide the services to the City.
- City: The City of Newport News

II. BACKGROUND AND GENERAL INFORMATION

The City of Newport News (City) is seeking proposals for an Employee Assistance Program (EAP). The purpose of this Request for Proposal is to gather information from Offerors relative to the City's required scope of services and key selection criteria. Offerors selected as finalists may be expected to address more detailed issues regarding financial and other specifics of their organization and operations. These same finalists may be expected to participate in interviews with City staff.

The EAP would be offered to all City employees and their immediate family members. Services would be extended to eligible participants, which include employees, parents, siblings, or significant others living within the employees household. The City will determine eligibility for employee participation in the EAP.

Currently, the City offers an EAP to its employees through Diamond Consulting Corporation (D/B/A/ REACH EMPLOYEE ASSISTANCE PROGRAM.)

The City has budgeted \$60,000.00 in each of the last five years for the program, but is interested in considering cost cutting initiatives that do not sacrifice program effectiveness.

II. SCOPE OF SERVICE

It is anticipated that the awarded contract will include the following:

A. The Contractor will provide the following services:

1. Work with the City to develop policies and procedures relative to the operation of the EAP. Contractor will consult with the City to publicize the EAP to eligible participants. Contractor will assist with employee education efforts.
2. Provide specific assistance to eligible participants who have been referred to EAP or who request such services of their own volition. Contractor and the City will adopt safeguards to ensure that EAP counseling is conducted in a manner that will preserve the privacy of participants. Communications between EAP personnel and

participants shall remain confidential, except as specifically waived in writing by the participant.

3. Counsel and encourage eligible participants to proceed with a course of assistance by making referrals to clinical or support organizations and medical professionals when additional services are necessary. The Contractor will ensure that providers available in the employee's health insurance plan are among those recommended.
4. Remain cognizant of the City's insurance benefits program in order that it can advise participants on possible coverage of services by such organizations or professionals. Contractor will examine the accreditation of the organizations and professionals to whom it refers employees to ensure, as much as possible, medical expense reimbursement under health or medical insurance policies, as well as the City's medical expense reimbursement plan (flex plan).
5. Provide follow-up procedures as necessary to monitor referred participants' adherence to the agreed course of treatment. Contractor will make progress reports to the City on participants directly referred to the EAP by the City, but such reports will respect the participants' rights to confidentiality, and will be limited to reporting as to whether or not the employee is cooperating with the treatment program.
6. Periodically prepare reports on the caseload activities of participants in accordance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
7. Supply the City with all brochures and literature regarding the EAP program as part of the cost of administering the program.

B. The EAP program shall include the following services:

1. Provide Crisis Line Services to eligible participants. The chosen Contractor will have a 24-hour, 7-days a week toll free assistance line available. Trained professional staff will respond to all calls in a confidential manner.
2. Provide clinical assessment services to the eligible participants. The assessment services include family, marital, interpersonal, social, and work related mental health evaluations and chemical dependency assessments. In an emergency situation, eligible participants will be evaluated face-to-face within one (1) business day of initial contact or as appropriate through referral to emergency services for immediate assessment. Non-emergency assessments will be made available within three (3) business days of the initial contact.
3. Provide short-term counseling using:
 - a. Three visit model
 - b. Five visit modelThe counseling sessions will be approximately one-hour in duration

4. Provide referral services should a participant require clinical services beyond the scope of the EAP services or should the problems they present not be amenable to short-term counseling (i.e., chemical dependency, chronic emotional or family problems or other health related problems).
5. Provide case management services to include routine follow-up with all clients, their supervisors (in the event of supervisory referrals), and the referral service providers.
6. Conduct back-to-work sessions for employees who are in treatment and have been absent from work due to involvement in mental health or chemical dependency treatment or a supervisory action. Counselors will participate in the sessions.
7. Conduct employee orientation sessions at designated work sites in accordance with the schedule established by the Department of Human Resources.
8. Provide supervisory training for all managers and supervisors quarterly to include a Supervisor's Orientation Manual, to be prepared and provided by the Contractor in accordance with the City's EAP policy.
9. Provide facilitators/trainers to instruct employees in key leadership topics as part of the City's training and development program. Course instruction will include up to four (4), 1/2-day sessions per month in topics such as leadership, supervision, values, ethics, time management, interpersonal skills, team skills, customer service and a variety of other topics. Handouts to participants will be provided in an adult learning environment.
10. Provide facilitators/trainers to address a wide array of EAP, wellness and health promotion topics for employee/family member education seminars. Education seminars will be conducted monthly on relevant topics as determined by an employee needs assessment. Intranet-based video podcasts can be an additional means of providing these seminar topics.
11. Provide up to twenty-four (24) hours per contract year of management consultation services on such topics as drug policies, troubled employees, morale and work group problems, wellness initiatives, workplace meditation/intervention and other areas related to the goals of the City.
12. Provide employees with wallet cards and pamphlets containing information on EAP services available and how to access the services. These pamphlets may be personalized with the City's name and/or seal affixed.
13. Provide quarterly articles on various topics in the area of EAP and health promotion for inclusion in employee newsletters or for posting on employee bulletin boards.

14. Provide a quarterly statistical report on the utilization of EAP services by eligible participants. The reports will include the numbers and types of problems that are presented as well as overall utilization rates and other information relevant to the provision of the service.
15. Provide a year-end summary report of EAP activities.
16. The City will pay for any additional customized marketing materials outside of those listed herein.

C. Additional program components

It is anticipated that the resultant agreement will include the following provisions:

1. The City will look to contract with a Contractor to provide the most comprehensive set of core benefits to the City and its eligible participants. The services provided should address the wide range of unique needs among City employees. Some areas of interest include (but are not limited to) depression management, critical incident assistance, wellness and health risk management and alcohol and chemical dependency.
2. Counselors should have at least a master's degree in psychology, as well as several years of clinical experience. In addition, all counselors must be licensed in the Commonwealth of Virginia.
3. The Contractor shall work with the City to conduct employee/participant surveys on an annual basis.
4. Employees (and their dependents) that terminate their employment for any reason must be given the option to continue EAP services per state mandates and federal COBRA regulations. Such coverage shall not be contingent upon the City's coverage continuing with the EAP Contractor.
5. All Providers must be in full compliance with State and Federal requirements relating to the requested coverage or administration of such benefits, including (but not limited to) state and federal privacy requirements.
6. The City will work closely with the selected Contractor to promote the EAP to eligible participants.
7. An account representative must be available to the City on an on-going basis.

8. The City will determine eligibility for participation and access to the EAP.
9. With respect to inquiries regarding the City's policies and procedures, the Contractor shall act only in the role of counselor/mediator and not provide legal advice to the employee. The selected Contractor shall refer any inquiries relating to potential legal claims against the City to the Department of Human Resources.

III. Proposal

The following information should be submitted in your proposal. Please follow the enumerated format.

1. Name, Title and contact information for the individual authorized to represent your firm relative to a contract with the City for EAP services.
2. Outline and briefly describe the programs and services to be offered.
3. Describe your administrative support/office operations that will be utilized for the City's account.
4. Provide resumes, to include qualifications and experience with EAPs, of staff that will provide services. (It is not necessary to include the administrative support staff in responding to this item). Indicate which counselors are licensed in the Commonwealth of Virginia.
5. Describe how your services are made accessible to eligible participants (venue/media/format/scheduling/etc).
6. Explain your approach for dealing with various types of employee/family problems.
7. Describe the accessibility of provider staff to City management and your approach for providing management information and support.
8. What methods and approaches do you propose to educate employees and training supervisors? In what other organizational settings have you successfully implemented them? Are different methods/approaches used in the "public" sector than are used in the "private" sector? Explain.
9. What venues are used to provide training (ie: classroom; on-line; other). In what situation is each format utilized? Describe and provide a sampling of the training that you would provide to the City.
10. What is your corporate philosophy that should be applied to the City's workforce that will find the "right" balance between prevention (training) and treatment (counseling), relative to the costs of each?
11. Describe your plan and approach for monitoring referrals and treatment.
12. Describe your plan and approach for maintaining liaison with City management.

13. Describe how the program is administered, and measures taken to comply with professional and legal standards and regulations.
14. Based on your understanding of the City's existing program, and the program that you would provide, what measures would the City need to take to transition to your approach? What measures would your firm need to take to transition to the City's approach? Who's approach is correct, and why?
15. Section II "Scope of Services" lists components of the program that the City anticipates will be included in the contract. For each items listed, indicate "Agreed in full" or "Exception". Explain each exception taken.
16. Itemize and describe all aspects of your proposed program, and each items' associated cost.
17. If the contract is renewed annually, will the above pricing remain fixed? If not, on what basis do you propose prices be adjusted? What cap are you willing to put on any adjustments? Since start-up costs would be borne in year one, what economies will be passed to the City for subsequent renewals?

IV. SUBMITTTALS

A. General:

1. RFP Response:

In order to be considered for selection, Offerors must submit a complete response to this RFP. One (1) original and five (5) copies of each proposal must be submitted. No other distribution of the proposal shall be made by the Offeror.

2. Proposal Preparation:

- a. Proposals shall be signed by an authorized representative of the Offeror. All information requested should be submitted. Failure to submit all information requested may result in the purchasing agency requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the purchasing agency. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
- b. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
- c. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.
- d. Ownership of all data, materials and documentation originated and prepared for the RFP shall belong exclusively to the City of Newport News and shall be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protections of the Code of Virginia, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material should be submitted in a separate sealed envelope and marked proprietary. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection of the proposal.

B. Documents To Be Submitted:

1. Signed RFP document, including completed forms within the document
2. All information as outlined in Section III. "Proposal" above.

V. METHOD OF EVALUATION AND AWARD

Proposals will be evaluated and award shall be made in accordance with Code of Newport News Virginia Sections 2-569. through 2-570.2..

Award shall be made to the responsible offer whose proposal is determined in writing to be the more advantageous to the city taking into consideration the evaluation factors set forth in the request for proposals. The contract file shall contain the basis on which the award is made. The award of a contract shall be the sole discretion of the City. The award shall be based on the evaluation of all information as the City may request. The City reserves the right to accept or reject any or all proposals in whole or in part and to waive any informalities in the RFP. Further, the City reserves the right to enter into a contract deemed to be in its best interest.

Upon making an award, or giving notice of intent to award, the City will place appropriate notice on the public bulletin board located outside of the Purchasing Department at City Hall. Notice of Award may also appear on the purchasing website:

www.nngov.com/purchasing

The right is reserved to accept or reject any or all submittals in whole or in part and to waive any informalities in the RFP, and to enter into any contract deemed to be in the best interest of the City of Newport News.

Debriefing: The entire RFP file, including ratings and justifications of award, will become public information and be available for review only after an award is made.

VI. CRITERIA FOR EVALUATION OF PROPOSALS

Proposals will be evaluated by an Evaluation Panel. The following factors will be considered, and are listed in order of importance:

1. Scope and currency of types of programs and services offered.
2. Qualifications of staff and previous Employee Assistance Program experience and performance.
3. Accessibility of services to employees and approach for dealing with various types of employee/family problems.
4. Accessibility of provider staff to City management and approach for providing management information and support.
5. Approach for educating employees and training supervisors.
6. Scope and value of training and educational services.
7. Plan and approach for monitoring referrals and treatment.
8. Plan and approach for maintaining liaison with City management
9. Program Administration and compliance with professional and legal standards.
10. Flexibility of program to meet the City's needs.
11. Attached is a copy of the City's current EAP Policy and Procedure. A critique and recommendations for improvement are solicited and will be evaluated.
12. Program cost.

VII. CONTRACT TERMS

A. Period

The contract period will commence on or about January 1, 2010 and end December 31, 2010.

B. Renewal Option

At the City's option, the contract may be renewed in increments of up to four (4) additional years in one-year increments (5 years total). Unless otherwise negotiated at the time of contract award, all fees for services shall remain fixed throughout the contract, including renewals. The contract shall renew automatically until the end of final renewal terms unless cancellation notice is given as described in the following section.

C. Cancellation of Contract

The City of Newport News may cancel any resulting contract with the contractor at any time by giving thirty (30) days written notice. The contract may be canceled without notice for Contractor non-performance. Cancellation shall not release the Contractor from legal remedies available to the City.

If applicable, the Contractor may not cancel the award during the initial contract term, but may, upon one-hundred twenty (120) days written notice to the City, cancel the contract during subsequent terms. Contractor shall not be entitled to lost profits or any further compensation not earned prior to the time of cancellation.

F. Subcontracts

No portion of the work shall be subcontracted without prior written consent of the City of Newport News. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish the City with the names, qualifications and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.

G. Method of Payment

Unless otherwise negotiated, payment will be made not more frequently than monthly, with Invoice Terms of Net 30.

VIII. ADDITIONAL SUBMITTAL INFORMATION

Trade Secrets/Proprietary Information

Trade Secrets or Proprietary information submitted by an offeror, or contractor in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror or contractor must invoke the protections of this section prior to or upon submission of data or other materials to be protected and state the reasons why protection is necessary. Information leading to the decision to award, including prices and other factors, shall be made public (section 2-557.2 of City Code).

Please mark One:

- No**, the submittal I have turned in does not contain any trade secrets and/or proprietary information.
- Yes**, the submittal I have turned in does contain trade secrets and/or proprietary information.

If **YES**, please list the page numbers and the reasons for why the information is considered a trade secret and/or proprietary information. **Do Not Mark the Whole Proposal Proprietary.**

**SMALL, MINORITY, WOMEN-OWNED
BUSINESS OBJECTIVES**

It is an important business objective of the City to promote the economic enhancement of small businesses (SBE), minority businesses (MBE), and women-owned businesses (WBE). The success of the City to track the amount of business received by SBE, MBE and WBE FIRMS (whether as a prime contractor or a subcontractor) is dependent upon the business community partnering with us in this important endeavor.

If you anticipate **sub-contracting** to any of these businesses in the performance of this contract, you are requested to individually report the total dollars for each business classification. Failure to report the dollars in the categories below may result in the application of stronger requirements being placed on offerors to assure that SBE, MBE and WBE firms receive benefits from City contracts.

Complete the following information and return the form with your package.

1. If you are a SBE, MBE or WBE, please check one of the following boxes:

SBE _____ MBE _____ WBE _____

2. In the spaces below, report the anticipated dollars that you intend to subcontract to each business type if a contract is awarded to your firm. (If you do not intend to sub-contract any work to others, even if you are a S/M/WBE, put zeros in the spaces below).

Total **SBE** Dollars to be Sub-contracted \$ _____

Total **MBE** Dollars to be Sub-contracted \$ _____

Total **WBE** Dollars to be Sub-contracted \$ _____

3. If you are not a SBE, MBE, or WBE and you do not plan to utilize such firms in this contract, please state your reasons:

ANTI-COLLUSION CERTIFICATION

The offeror certifies that this offer is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a offer for the same product and that this offer is in all respects bona fide, fair and not the result of any act of fraud or collusion with another person or firm engaged in the same line of business or commerce. The offeror understands collusive offerding is a violation of Federal Law and that any false statement hereunder constitutes a felony and can result in fines, imprisonment, as well as civil damages. The offeror also understands that failure to sign this statement will make the offer non-responsive and unqualified for award.

Signed: _____ Date: _____

Name of Company: _____

EXCEPTIONS:

Note: Offeror must sign the appropriate statement below, as applicable:

- () Offeror understands and agrees to all terms, conditions, requirements, and specifications stated herein.

Firm: _____

Signature: _____

- () Offeror takes exception to terms, conditions, requirements, or specifications stated herein (Offeror must itemize all exceptions below, and return with this RFP submittal):

Firm: _____

Signature: _____

Specify payment terms if other than "Net 30": _____

Offeror should note that any exceptions taken from the stated terms and or specifications may be cause for their submittal to be deemed "Non-responsive", risking the rejection of the submittal.

714 - EMPLOYEE ASSISTANCE PROGRAM

THE EMPLOYEE ASSISTANCE PROGRAM

The City maintains an Employee Assistance Program (EAP) which is available to all regular full time employees, their spouses and dependent children.

The Employee Assistance Program is a service designed to assist employees whose lives are being affected by any of a variety of "life problems" including medical, financial, alcohol, drugs, marital, mental health and family problems.

The Employee Assistance Program consists of screening and recommendation of appropriate treatment by professional counselors. The EAP counselors may arrange and follow the course of treatment. EAP counselors may also perform crisis intervention counseling and coordinate treatment as needed.

COSTS

The cost of the initial Employee Assistance Program screening and referral is covered by the EAP contract. The cost of some short term counseling may also be covered by the EAP contract. In the event the employee is referred for further treatment, the employee will be responsible for the cost of such treatment. Some treatment costs may be covered, at least in part, by the employee's own health insurance. The EAP counselor will attempt, whenever possible, to reduce the cost of treatment to the employee when further treatment would result in a financial hardship. The Employee Assistance Program will insure that no employee will be refused treatment due to an inability to pay.

APPOINTMENTS

Whenever possible, referral appointments and treatment shall be scheduled during non_working hours. If appointments must be made during working hours, the employee may request and take leave subject to applicable policies.

CONFIDENTIALITY

An employee's independent participation in the Employee Assistance Program is held in the strictest of confidence. Participation in the EAP does not in itself affect employment or promotional opportunities. The City is not provided with the names of or other identifying information concerning self referrals to the EAP unless the EAP counselor believes that the employee presents a danger to himself/herself or to others or that the employee is not

able to effectively and safely perform the responsibilities of his/her position. In these situations the EAP will notify the employee's department head or designated representative and the Director of Personnel in person or by phone, followed by written confirmation. Based on the information provided by EAP, the department head may refer the employee to the City Physician and take other appropriate action.

SELF-REFERRAL

Employees and covered family members may independently contact the EAP at any time for assistance. Employees are not obligated to inform their supervisors that they have contacted EAP.

Supervisors are encouraged to observe employee performance and behavior such as attendance, relationships with co-workers and general conduct. If the employee experiences performance or behavior problems, or indicates personal problems, the supervisor may recommend or suggest EAP to the employee. However, unless the employee is formally referred as described below, contact with EAP will be considered voluntary and confidential. Self referral to EAP does not preclude personnel action being taken against an employee for misconduct or performance problems.

FORMAL REFERRAL

Even though the Employee Assistance Program is established as a confidential service for employees, there may be situations where department heads or their designated representatives intervene and formally refer an employee to the EAP and direct that the employee follow the recommended course of action which may include counseling and other treatment. This formal referral is appropriate when the employee demonstrates work performance or behavior problems, including attendance problems, problems in relationships with others and misconduct, or other behavior which causes concern for the employee's well being.

The objective of the formal referral is to give the employee an opportunity to resolve personal issues which may be interfering with the employee's job performance or conduct. The ultimate goal is to correct job performance/behavior problems before the employee's relationship with the job or with the City is seriously jeopardized.

A FORMAL REFERRAL IS NOT A DISCIPLINARY ACTION NOR DOES IT REPLACE DISCIPLINARY ACTION. It may, however, be used in conjunction with disciplinary action, performance counseling or probation and other personnel action. While employee acceptance of this referral is not mandatory, it is encouraged because it often helps the employee address problems which affect job performance and behavior. If the job performance/behavior problem(s) continues or recurs, appropriate personnel action, including termination, may be taken in accordance with appropriate City policies.

The following procedures shall be utilized to implement a formal referral:

1. The department head or designated representative will discuss the case with the EAP prior to referral. The department head or the EAP counselor may also discuss the referral with the Director of Personnel or designated representative.
2. The department head or designated representative will meet with the employee to discuss the problem and the referral.
3. The employee will be given written information regarding the referral and any conditions.
4. If appropriate, a written copy of the referral and any conditions will be provided to the EAP.

Following the initial evaluation, the EAP will provide the following information by telephone or in person to the department head or designated representative.

1. Whether or not the employee kept the appointment.
2. Whether further treatment has been prescribed by the EAP counselor and whether the employee has agreed to such treatment.

In addition, with a signed Release of Information from the employee, the EAP counselor may release the following information to the department head and/or the Director of Personnel or designated representative when in the counselor's judgment such information is necessary to properly handle the case:

1. A statement of the opinion of the counselor as to the general nature of the employee's problem if it has been determined that a problem exists.
2. A general outline of the recommended course of action.
3. The EAP counselor's opinion as to whether or not the identified problem may affect the employee's ability to effectively and safely perform his/her work.

Thereafter, periodically as agreed to by the EAP and the department head, the EAP will provide progress reports containing the above information.

MANDATORY REFERRAL

In certain situations, a department head may refer an employee to EAP, to the City Physician or to another agency, professional organization or individual for evaluation or treatment on a mandatory basis. Such situations include:

1. **Misconduct** _ Reference Section 1001, Standards of Conduct and Section

1002, Disciplinary Procedures.

2. **Performance Problems** _ Reference Section 903, Performance Counseling, Probation, Demotion, and Termination.
3. Any situation, incident or behavior which gives the department head or designated representative reason to believe the employee cannot effectively or safely perform his/her duties or that the employee is a danger to himself/herself or others. Reference Section 1204, Non Occupational Illnesses and Injuries Policies, Procedures and Guidelines.

If evaluation and successful treatment are made conditions of continued employment or if the personnel action is delayed or reduced contingent upon evaluation and successful treatment, such referral is considered mandatory and full participation in the recommended course of action is required. Failure to fully participate without good reason will be cause to reinstate the original personnel action or to take the appropriate personnel actions, including termination.

The release of information on mandatory referrals is handled in the same manner and by the same procedures as formal referrals with the exception that the employee is required to authorize release of information. If the employee has sought treatment on his/her own initiative, then the department head may require full release of information or the department head may refer the employee to another provider on a mandatory basis. Mandatory referrals should be discussed with the Director of Personnel or designated representative prior to referral. In addition, as mandatory referrals are made only in the most serious of circumstances, the employee's department head and the Director of Personnel, with the employee's written authorization, shall have access to EAP's information regarding the employee's identified problem. Disclosures made by the EAP counselor and information to which the department head and the Director of Personnel have access shall include only such information as the EAP counselor believes is directly related to the specific issue and is necessary to appropriately handle the specific case.

While mandatory referrals may be utilized as deemed appropriate by the department head, there is no requirement, with the exception of certain drug and alcohol use situations, that an employee be referred to EAP prior to personnel action being taken nor is an employee participating in EAP protected from having personnel action taken. Reference Section 1205, Substance Abuse Policies and Procedures. When mandatory referrals are made to other agencies, EAP may be designated by the department head or designated representative to manage the case.

COORDINATION WITH THE CITY PHYSICIAN AND OTHER AGENCIES

Department heads or their designated representatives may also refer cases to

the City Physician. The City Physician, in consultation with the department head or designated representative, may refer employees to the EAP under circumstances he believes appropriate and the EAP may likewise refer employees to the City Physician.

In some cases, employees may be referred to other agencies, professional individuals or organizations or the employee may on his/her own initiative seek professional care. In these situations, the department head shall consult with the Director of Personnel or designated representative to ensure appropriate personnel action.

CRISIS COUNSELING

When incidents of a critical nature occur in the workplace or on the job, the EAP is available to provide immediate counseling and treatment as needed. Examples of these incidents include life threatening emergency situations such as shootings or any other event causing employee stress or anxiety.

REPORTS

The EAP will provide periodic reports, at least quarterly, of the numbers and types of referrals. Referrals will not be identified by name.

In addition, if the EAP coordinator notices trends or concerns, he/she will discuss his/her observations with the Director of Personnel or other management level personnel.

COORDINATION AND RECORDS

The Personnel Department coordinates the Employee Assistance Program for the City.

EAP records and reports sent to the City shall be maintained in a separate file. Records and reports shall not be made a part of the employee's personnel file unless they relate to employment or disciplinary action that is taken.

Amends/Supersedes: 714, 12/01/1989 (p.1)
801, 01/01/1983 (p. 2-5)

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